

MEMORANDUM

Special Item No. 1

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 12, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the conveyance of a non-exclusive easement, including a Temporary Construction Easement and permanent Maintenance Easement, and a Pedestrian Easement from Mall Parcels A & C / SR-1 Trust, LLC and/or its affiliates to the County for the construction, operation, use, repair, replacement, and maintenance of a pedestrian bridge and related improvements located at or near Biscayne Boulevard and NE 196th Street for nominal consideration; delegating the authority to the County Mayor to negotiate and finalize the pedestrian easement; authorizing the County Mayor to execute the acceptance of the easement agreements, take all actions necessary to effectuate same, and exercise all rights conferred therein, and delegating authority to the County Mayor to finalize and record legal descriptions of a Temporary Construction Easement, Maintenance Easement, and Pedestrian Easement as depicted and referenced in the Easement

Resolution No. R-1107-24

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



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 12, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Special Item No. 1

Please note any items checked.

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

Approved *Daniella Lima-Cruz* Mayor
Veto _____
Override _____

Special Item No. 1
12-12-24

RESOLUTION NO. R-1107-24

RESOLUTION APPROVING THE CONVEYANCE OF A NON-EXCLUSIVE EASEMENT, INCLUDING A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT MAINTENANCE EASEMENT, AND A PEDESTRIAN EASEMENT FROM MALL PARCELS A & C / SR-1 TRUST, LLC AND/OR ITS AFFILIATES TO THE COUNTY FOR THE CONSTRUCTION, OPERATION, USE, REPAIR, REPLACEMENT, AND MAINTENANCE OF A PEDESTRIAN BRIDGE AND RELATED IMPROVEMENTS LOCATED AT OR NEAR BISCAVNE BOULEVARD AND NE 196TH STREET FOR NOMINAL CONSIDERATION; DELEGATING THE AUTHORITY TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND FINALIZE THE PEDESTRIAN EASEMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ACCEPTANCE OF THE EASEMENT AGREEMENTS, TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND EXERCISE ALL RIGHTS CONFERRED THEREIN, AND DELEGATING AUTHORITY TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO FINALIZE AND RECORD LEGAL DESCRIPTIONS OF A TEMPORARY CONSTRUCTION EASEMENT, MAINTENANCE EASEMENT, AND PEDESTRIAN EASEMENT AS DEPICTED AND REFERENCED IN THE EASEMENT

WHEREAS, on October 11, 2019, this Board adopted Resolution No. R-1115-19, which approved a Land Acquisition and Development Agreement (the "Development Agreement") between the County and Brightline Trains Florida LLC, a Delaware limited liability company, formerly known as Virgin Trains USA LLC ("Brightline") for development of the West Aventura Station, a passenger train station, a pedestrian bridge consisting of two segments as more particularly defined in the Development Agreement, the "West Side Bridge" and the "East Side Bridge," and other transit improvements; and

WHEREAS, the East Side Bridge consists of the segment of the bridge traversing over Biscayne Boulevard to the east and landing at or near the northeast corner of NE 196th Street; and

WHEREAS, pursuant to section 6 of the Development Agreement, the County's obligation to fund the construction of the East Side Bridge and Brightline's obligation to develop the East Side Bridge terminates if, within six years after the effective date of the Development Agreement, Brightline and/or the County were not able to obtain an agreement with the owner of the property to the east of Biscayne Boulevard across from the planned platform for the development of the landing of the East Side Bridge and related improvements for pedestrian access (the "Property"); and

WHEREAS, Mall Parcels A & C / SR-1 Trust, LLC are the owners of the Property (the "Mall Owners") and desire to grant a non-exclusive easement for nominal consideration to the County to facilitate the construction of the East Side Bridge, and in particular, for the landing tower of said bridge and related improvements (the "Bridge Improvements") which will mutually benefit the County, the Mall Owners, and the travelling public; and

WHEREAS, Brightline has contracted for the fabrication of the East Side Bridge, which has been fabricated; and

WHEREAS, the necessary construction for the installation of the East Side Bridge cannot continue without the granting of the easement for the construction and maintenance of the Bridge Improvements; and

WHEREAS, time is of the essence to secure the necessary easement for the Bridge Improvements in light of the time restrictions set forth in the Development Agreement and in order to expeditiously move this project forward for the benefit of the public; and

WHEREAS, the easement attached hereto as Exhibit “1” provides the County with the perpetual right to construct, operate, use, repair, maintain, and replace the Bridge Improvements (the “County Easement”); and

WHEREAS, the Mall Owners have negotiated a separate easement agreement between the Mall Owners and Brightline to address other aspects of the construction, use, maintenance, repair and replacement of the Bridge Improvements (“Mall Easement”); and

WHEREAS, the Mall Easement is subordinate to the County Easement, and a short form of the Mall Easement will be recorded contemporaneously with, but subsequent to, the recordation of the County Easement; and

WHEREAS, the County seeks to move forward with finalizing the conveyance of the County Easement to the County in substantially the form attached hereto as Exhibit “1”; and

WHEREAS, in addition to the area subject to the County Easement as legally described in Exhibit “A,” the County Easement requires the Mall Owner to convey a maintenance easement in an area extending out an additional five feet from the footprint of the County Easement (the “Maintenance Easement”), as well as a temporary construction easement during the construction period in an area extending out an additional ten feet from the footprint of the County Easement (the “Temporary Construction Easement”), which have not yet been legally described, but have been depicted in Exhibit “B” to the County Easement; and

WHEREAS, the County Easement requires the conveyance of a permanent easement by the Mall Owner or its affiliate for an approximately six foot wide pedestrian sidewalk within certain parameters, which has not yet been legally described (the “Pedestrian Easement”),

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

Section 1. This Board adopts and incorporates the foregoing recitals as if fully set forth herein.

Section 2. This Board approves the conveyance of the County Easement, including the Temporary Construction Easement and permanent Maintenance Easement, and the Pedestrian Easement from the Mall Owners and/or its affiliates to the County, in substantially the form attached hereto as Exhibit 1, for nominal consideration, for the construction, operation, use, repair, replacement, and maintenance of a pedestrian bridge and related improvements located at or near Biscayne Boulevard and NE 196th Street; and further authorizes and delegates to the County Mayor or County Mayor's designee (1) to negotiate, finalize, and record the Pedestrian Easement, consistent with the terms of this resolution, provided that: (a) the terms and conditions of the Pedestrian Easement are equally favorable to the County as the terms of the County Easement; and (b) no policies of the Board are violated or modified, as determined in the discretion of the County Mayor or County Mayor's designee; and (2) to finalize and record the legal descriptions for the Temporary Construction Easement and Maintenance Easement, as depicted in Exhibit "B."

Section 3. This Board authorizes and directs the County Mayor or County Mayor's designee to execute the acceptance of the Easements, to take all actions necessary to effectuate same, and to exercise all rights conferred therein.

Section 4. This Board directs, pursuant to Resolution No. R-974-09, the County Mayor or County Mayor's designee to record all instruments of conveyance accepted herein in the public records of the County and provide a recorded copy to the Clerk of the Board within 30 days of execution, and further directs the Clerk of the Board to permanently store the recorded copy with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Eileen Higgins. It was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 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.

A handwritten signature in black ink, appearing to be "Debra Herman", is written over a horizontal line.

Debra Herman
Annery Pulgar Alfonso

This instrument prepared by, and to be returned to:
Utilities & Joint Development Division
Department of Transportation and Public Works
701 NW 1st Court, 15th Floor
Miami, FL 33136

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this ____ day of __, 20 __, by and between **MALL PARCELS A & C / SR-1 TRUST, LLC**, a Florida limited liability company ("Grantor"), whose address is 19501 Biscayne Boulevard, Suite 400, Aventura, Florida 33180, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, ("Grantee") whose address is Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963 ("Grantee"), and collectively referred to herein as the "Parties."

WHEREAS, the Parties desire to enter into this Easement Agreement to permit Grantee, and its employees, agents, contractors, assigns, and invitees, to construct, operate, use, repair, replace, and maintain a pedestrian bridge and improvements related to the use thereof for the purpose of facilitating pedestrian ingress and egress over Biscayne Boulevard to a landing at or near the northeast corner of NE 196th Street, and including pedestrian access to the Aventura mall bus terminal (the "Bridge Improvements") within the Bridge Easement Area (as hereinafter defined); and

WHEREAS, the Parties acknowledge that Grantee is currently a party to an Acquisition and Land Development Agreement (the "Development Agreement") dated October 31, 2019 with Brightline Trans Florida LLC, a Delaware limited liability company, formerly known as Virgin Trains USA LLC ("Brightline") related to the construction of the Bridge Improvements; and

WHEREAS, Grantor has agreed to grant an easement to Grantee for such purpose upon the terms and conditions set forth in this Easement Agreement, and including an additional permanent sidewalk easement area, as well as a temporary construction easement extending ten feet out from the Bridge Easement Area, and a permanent maintenance easement extending five feet out from the Bridge Easement Area,

NOW THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Recitals.** The recitals set forth above are binding on the Grantor and Grantee, their successors and assigns, and are incorporated as if fully set forth herein.
2. **Grant of Easement.** Grantor hereby grants unto Grantee, and its permitted successors, assigns, employees, agents, contractors, and invitees, a perpetual non-exclusive easement on, over, under, across, and through the Bridge Easement Area, legally described in **Exhibit "A,"** (the "Bridge Easement Area") for the sole purpose of construction, maintenance, operation, inspection, use, repair, and replacement of the Bridge Improvements. The Bridge Improvements constructed within the Bridge

Easement Area may include, but are not limited to, all structures necessary to support the Bridge and landing, elevators, stairs, and conveyance systems, and such other improvements Grantee deems appropriate for the use and operation of the Bridge Improvements and shall include ingress and egress for the public and pedestrians across and through the Bridge Easement Area which may include paving and a sidewalk. Grantor acknowledges that the hours of operation of the Bridge Improvements to be constructed within the Bridge Easement Area shall at all times be consistent with the hours of operation of the West Side Bridge (as that term is defined in the Development Agreement). Grantee shall also have the right to utilize the first ten feet of the real property owned by Grantor adjacent to and extending from the Bridge Easement Area, as depicted in Exhibit "B", as a temporary construction easement during the duration of the construction of the Bridge Improvements (the "Temporary Construction Easement"), and after completion of construction, Grantee shall have the right to utilize the first five feet of the real property owned by Grantor adjacent to and extending from the Bridge Easement Area, as depicted in Exhibit "B," as a permanent maintenance easement, solely for the purpose of maintaining and repair the Bridge Improvements (the "Maintenance Easement"). Prior to completion of construction of the Bridge Improvements, Grantor, in consultation with Grantee shall also identify and cause to be granted consistent with and on no less favorable terms and conditions as set forth herein and for nominal consideration, an easement across a portion of the adjacent real property owned by Grantor or its affiliate, for pedestrian access connecting the Bridge Easement Area to the east side of Abigail Road north of 197th Street (inclusive of the existing crosswalk crossing Abigail Road), which portion shall be approximately six feet in width (the "Pedestrian Easement"). Grantor and Grantee agree that upon finalizing the legal descriptions, consistent herewith, of the Temporary Construction Easement, the Maintenance Easement, and the Pedestrian Easement, the Parties may, at either Party's option, record such legal descriptions in the Official Records of Miami-Dade County, Florida. For the avoidance of doubt, nothing herein shall be construed as granting a right of the public to park (i) outside of the Bridge Easement Area, or (ii) within the Bridge Easement Area, other than as required by Grantor for construction, maintenance, repair, or replacement of the Bridge Improvements.

3. **Non-Exclusive.** This Easement Agreement is non-exclusive, and Grantor retains all rights on the land within the Bridge Easement Area, the Temporary Construction Easement, the Pedestrian Easement, and the Maintenance Easement that are not inconsistent with the rights conveyed to Grantee herein. The Parties further acknowledge that Grantor has contemporaneously entered into a separate easement agreement with Brightline related to Brightline's construction, maintenance, operation, use, repair and replacement of the Bridge Improvements within the Bridge Easement Area, which shall not become effective until recordation of this Easement, shall not be binding upon Grantee or impact or affect Grantee's rights hereunder, and is subordinate to this Easement Agreement and Grantee's rights hereunder.
4. **Abandonment of the Bridge.** The Parties agree that notwithstanding the rights granted to Grantee herein, Grantee has no obligation to construct, use, operate, maintain, repair, or replace the Bridge Improvements within the Bridge Easement Area. In the event that (a) Brightline or its successor abandons the construction, maintenance, operation, or use of the Bridge Improvements, as confirmed in writing by Brightline or its successor or as otherwise reasonably determined by Grantor in consultation with Grantee, or

Grantee terminates the rights and obligations of Brightline or its successor with respect to the Bridge Easement Area, and (b) Grantor does not elect to accept Brightline's rights and obligations with respect to the construction, maintenance, and repair of the Bridge Improvements, Grantor shall provide written notice of same to Grantee ("Notice of Abandonment"). Grantor's election to accept Brightline's rights and obligations with respect to the construction, maintenance, and repair of the Bridge Improvements, all at Grantor's sole cost, shall require the County's approval, which shall not be unreasonably withheld or unreasonably conditioned. The Notice of Abandonment shall provide Grantee with the right to elect, (i) as an obligation and not merely among the rights hereunder, the obligation to construct (if applicable), maintain, and repair the Bridge Improvements in good working order and condition, or (ii) to assign any rights or obligations hereunder to a third party, including a successor entity to Brightline assuming the construction (if applicable), operation, and maintenance of the Bridge Improvements. The Notice of Abandonment shall provide Grantee with no less than 180 days to make such election. If either of such options are so elected by Grantee in writing within the 180 days, Grantor and Grantee shall execute a document in recordable form which shall amend this Easement Agreement. For the avoidance of doubt, even if the Grantee elects to construct (if applicable), maintain, and repair the Bridge Improvements, nothing herein shall limit the Grantee's authority to seal the Bridge Improvements such that persons cannot enter or exit the Bridge Improvements at the Bridge Easement Area provided that permits are obtained from all applicable governmental authorities and to the extent allowed under applicable law. If Grantee fails to elect either option, Grantor may, at its option and sole cost and at no cost or expense to Grantee, cause the Bridge Improvements to be removed. Pending Grantor's election within the 180 day period, the Grantee agrees, at Grantor's request or in Grantee's sole discretion, to temporarily seal the Bridge Improvements such that persons cannot enter or exit the Bridge Improvements at the Bridge Easement Area provided that permits are obtained from all applicable governmental authorities and to the extent allowed under applicable law, or alternatively, Grantee may elect to temporarily maintain the Bridge Improvements in good working order until such election is made. Upon removal of the Bridge Improvements, this Easement Agreement shall terminate upon written notice to the other by Grantor or Grantee. In the event that the Bridge Improvements are abandoned by Brightline, as determined in Grantee's sole discretion, Grantee may terminate this Easement Agreement by providing written notice of same to Grantor and recording such notice in the public records of Miami-Dade County. Notwithstanding anything herein to the contrary, in the event that Grantee elects to construct the Bridge Improvements through a third party entity other than Brightline or Brightline's agent, contractor, or designee, Grantee shall require such third-party contractor to provide commercial general liability insurance coverage in an amount of no less than Ten Million Dollars (\$10,000,000) in favor of Grantor during the construction period.

5. **No Representations.** Grantor makes no representations as to condition of the property within the Easement Area or the suitability of the Easement Area for the use set forth herein, provided however that Grantor represents that it has full authority to grant the rights to Grantee set forth herein, and that no other person or entity holds an interest which would affect the easement and rights set forth herein. Grantor shall: (i) terminate the sign and landscape easement in favor of the City of Aventura and recorded in Official Records Book 27818, at Page 1706 by exercising its 120-day

termination notice thereunder upon request of Grantee; (ii) cooperate and sign all necessary documents reasonably required to (a) relocate the water easement in favor of the Grantee recorded in Official Records Book 14385, at Page 454, and execute a new easement in favor of Miami-Dade County for the relocation of such water facilities, and (b) ensure Brightline's compliance with the Declaration of Restrictive Covenants recorded at Official Records Book 11505, at Page 1608; and (iii) to the extent that a mortgage encumbers the Easement Area, obtain a consent and/or a partial release of the Easement Area within thirty (30) days of the recordation of this Easement Agreement.

6. **Assignment.** No assignment of this Easement Agreement shall be permitted without the express written consent of Grantor, which shall not be unreasonably withheld or conditioned, subject to Grantee's right of assignment set forth in Section 4 herein.
7. **Termination.** In addition to the termination as set forth in Section 4 above, this Easement Agreement may be terminated by mutual agreement of the Parties in a written instrument signed by the Parties and recorded in the Official Records of Miami-Dade County, Florida. The easements, rights, and privileges granted hereunder shall automatically terminate as to any portion of the Bridge Easement Area, Temporary Construction Easement, or Pedestrian Easement that is dedicated as public right of way to the County in accordance with applicable law which acceptance shall be in the County's sole and absolute discretion and may be conditioned, and Grantor or Grantee shall evidence same by written instrument signed by the Parties and recorded in the Official Records of Miami-Dade County, Florida.
8. **No Third-Party Beneficiaries.** Nothing in this Easement Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Easement Agreement on any person other than the Parties hereto. Nothing in this Easement Agreement shall be construed as impacting or affecting any rights and remedies of Grantee against Brightline or any other person or entity, or any cause of action in law or in equity, against Brightline or any other person or entity, for breach of any other agreement, right or responsibility relating to the bridge or the Bridge Improvements, including but not limited to any failure to maintain, construct, repair, replace, or use same.
9. **Sovereign Rights.** Notwithstanding any other provision herein, Grantee retains its sovereign status hereunder and all sovereign prerogatives and rights and shall not be estopped from withholding or refusing to issue any approvals of, and any applications for, building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the Bridge Improvements as further provided for herein. Nothing contained herein shall be construed as a waiver or limitation of the conditions, provisions or limitation of Florida Statutes, Section 768.28.
10. **Severability.** If any clause or provision of this Easement Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Easement Agreement shall not be affected thereby and shall be legal, valid and enforceable, unless such invalidation would render the intent of this Easement Agreement void.

11. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between the Parties with respect to the specific subject matter hereof.
12. **Law and Venue.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. The exclusive venue for litigation arising out of or relating to the subject matter of this Easement Agreement shall be within Miami-Dade County, Florida.
13. **Amendments.** This Agreement may only be amended or modified by written instrument lawfully executed by the Parties (or their successors-in interest) and recorded in the Public Records of Miami-Dade County, Florida.
14. **Interpretation.** No provision of this Agreement will be interpreted in favor of, or against, either Party hereto by reason of the extent to which any such party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
15. **Notices.** All notices, demands, request or other communications required or permitted to be given hereunder must be given in writing and shall be deemed effective (i) immediately upon hand delivery to the address set forth below for the intended recipient, with a receipt issued by the party receiving such deliver; (ii) five (5) business days after having been sent by certified mail, return receipt requested addressed to the intended recipient at the address specified below, of (iii) a noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service which provides delivery confirmation addressed to such party at the address specified below. Any notice sent as required by this Section and refused by the recipient shall be deemed delivered as of the date of such refusal. A party may change its address for purposes of this section by serving notice as provided herein and setting forth the new address. Notices shall be sent as follows:

Grantee:

Miami-Dade County
DTPW, Director, or his or her designee
701 NW 1st Court
17th Floor
Miami, Florida 33136

With a Copy To:

Attn: County Attorneys' Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Grantor:

Mall Parcels A & C / SR-1 Trust, LLC
19501 Biscayne Boulevard, Suite 400
Aventura, Florida 33180
Attention: Aly -khan Merali

With a copy to:

Mall Parcels A & C / SR-1 Trust, LLC
19501 Biscayne Boulevard, Suite 400
Aventura, Florida 33180
Attention: Daniel Marinberg
General Counsel

IN WITNESS WHEREOF, Grantee caused this Easement Agreement to be executed by the undersigned, on the date first above written.

Attest:

MIAMI-DADE COUNTY
By its Board of County Commissioners

Clerk or Deputy Clerk of the Circuit Court

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

Approved as to form
And legal sufficiency

Assistant County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County Florida on this ____ day of _____, 20____.

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed by the undersigned, on the date first above written.

WITNESSES:


Print Name: Suzanne Abrizna
Address: 2321 Laguna Circle
North Miami FL 33181

WITNESSES:


Print Name: Jerry Thomas
Address: 1105 101st
Bay Harbor Islands, FL

MALL PARCELS A & C / SR-1 TRUST, LLC,
a Florida limited liability company

By: 
Name: Jacquelyn Sotter
Title: Authorized member

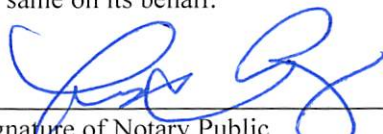
STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of Dec, 2024, by Jacquelyn Sotter, as Authorized member of MALL PARCELS A & C / SR-1 TRUST, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or and has produced _____ as identification who has represented that (s)he is fully authorized to execute same on its behalf.

(Notary Seal)



YUMIKO H. BUDA
Commission # HH 161134
Expires August 20, 2025
Bonded Thru Budget Notary Services


Signature of Notary Public
Name: Yumiko H. Buda
My Commission Expires: Aug 20, 2025

SKETCH & DESCRIPTION
EASEMENT PARCEL
A PORTION OF TRACT 'Q'
(P.B. 120, PG. 20, M.D.C.R.)
MIAMI-DADE COUNTY, FLORIDA

LAND DESCRIPTION:

A Portion of Tract 'Q', AVENTURA SIXTH ADDITION, according to the Plat thereof, as recorded in Plat Book 120, Page 20, of the Public Records of Miami-Dade County, Florida.

Commence at the most Southerly Northwest corner of said Tract 'Q', the following four courses being along the East right-of-way line of Biscayne Boulevard; thence S01°07'46"E, 272.49 feet; thence S02°07'55"E, 68.90 feet; thence S11°21'50"W, 51.42 feet; thence S02°07'55"E, 3.82 feet to the **Point of Beginning**; thence continue S02°07'55"E, 48.96 feet; thence S67°23'05"E, 46.82 feet to the North line of an Access Easement, as recorded at Official Record Book 17229/1782, 17262/746 and 7265/4724 of the Public Records of Miami-Dade County, Florida; thence N87°52'05"E, along the North line of said Access Easement, 12.13 feet; thence N67°23'05"E, 46.82 feet; thence N87°52'05"E, 10.07 feet; thence N02°07'55"W, 48.96 feet; thence S87°52'05"W, 22.20 feet to the **Point of Beginning**

Said lands lying in Miami-Dade County, Florida and containing 1,325 square feet, more or less.

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Distances and angles shown hereon are in accord with the plat and/or deed of record and agree with the survey measurements, unless otherwise noted. Bearings are assumed based on the East right-of-way line of Biscayne Boulevard having a bearing of S01°07'46"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: CONC. = Concrete; F.B. = Field Book; F.D.O.T. = Florida Department of Transportation; ID. = Identification; L.B. = Licensed Business; M.D.C.R. = Miami-Dade County Records; O.R.B. = Official Record Book; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; W/CAP = With Surveyors Cap.

CERTIFICATION:

I HEREBY CERTIFY that the attached Boundary Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 12/3/2024

**NOT VALID WITHOUT
SHEETS 1 AND 2**


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS		
REVISED PER COMMENTS	W.R.E.	08/23/2024
REVISE	12/03/2024	



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

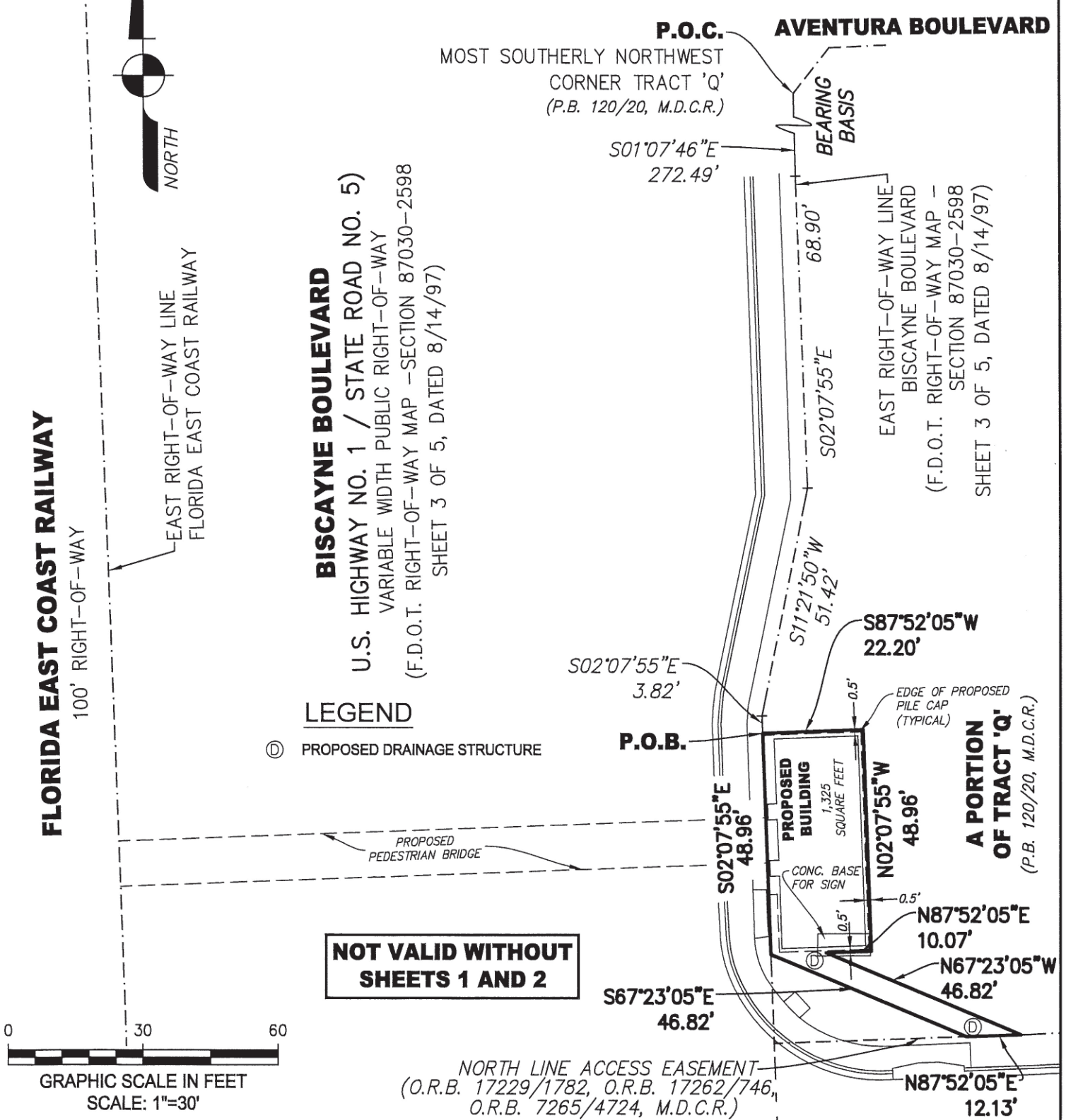
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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MD0015

JOB #:	11429-12
SCALE:	-
DATE:	02/27/2024
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	- PG. -
SHEET:	1 OF 2

SKETCH & DESCRIPTION
EASEMENT PARCEL
A PORTION OF TRACT 'Q'
(P.B. 120, PG. 20, M.D.C.R.)
MIAMI-DADE COUNTY, FLORIDA



REVISIONS

REVISED PER COMMENTS	W.R.E.	08/23/2024
REVISE	12/03/2024	



AVIROM & ASSOCIATES, INC.
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MD0016

JOB #: 11429-12

SCALE: 1" = 30'

DATE: 02/27/2024

BY: W.R.E.

CHECKED: J.T.D.

F.B. - PG. -

SHEET: 2 OF 2

Exhibit B

Depiction of Temporary Construction Easement and Permanent Maintenance Easement

