

Memorandum



Date: January 10, 2008

Agenda Item No.8(D)(1)(C)

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Exchange of Property Rights between the Florida Department of Transportation (FDOT) and Miami-Dade County as Part of the Golden Glades Canal Relocation (NW 170 Street Canal) at I-75 (SR 93) and the Granting under a Special Agreement by Miami-Dade County of a Permanent Easement to the FDOT in and across Portion of Said Canal under I-75, in Section 16, Township 52 South, Range 40 East (WC-867)

Recommendation

It is recommended that the Board approve a resolution authorizing the exchange of property rights between the Florida Department of Transportation (FDOT) and Miami-Dade County and the granting by Miami-Dade County of a perpetual easement to the FDOT in and across portion of the Golden Glades Canal (NW 170 Street Canal).

Scope

The subject item is limited to land under the ownership of the FDOT in Commission Districts 12 and 13.

Fiscal Impact/Funding Source

The subject item has no fiscal implications to Miami-Dade County.

Track Record/Monitor

N/A

Background

On December 13, 1979, the Board of Miami-Dade County Commissioners approved two (2) County Deeds recorded respectively in Official Records Book 10620 at Page 577 and Official Records Book 10620 at page 579 of the Public Records of Miami-Dade County, Florida, granting certain interests that the County had in lands designated as canal right-of-way and canal maintenance easement in favor of the FDOT. Said conveyance of county interests was to allow the FDOT to relocate the Golden Glades Canal due to the construction of highway I-75 (SR 93). In exchange, the FDOT was to acquire lands for the relocated section of canal and dedicated said lands to Miami-Dade County as canal right-of-way and canal maintenance easement upon completion of the works. The County agreed in principle to grant permanent easement to the FDOT, in and across its canal under highway I-75 (SR 93). The FDOT, which had since failed to abide by the terms and conditions of the aforementioned County Deeds, has recently initiated the appropriate action to complete the process to the satisfaction of the County.

The Department of Environmental Resources Management has reviewed the executed deeds submitted by the FDOT for the conveyance to Miami-Dade County of the necessary canal right-of-way and canal maintenance easement for the relocated portion of the Golden Glades Canal and recommends approval by the Board of this item.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: January 10, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.8(D)(1)(C)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No.8(D) (1) (C)

Veto _____

01-10-08

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXCHANGE OF PROPERTY RIGHTS BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY AS PART OF THE GOLDEN GLADES CANAL RELOCATION (NW 170 STREET CANAL) AT I-75 (SR 93) AND THE GRANTING UNDER A SPECIAL AGREEMENT BY MIAMI-DADE COUNTY OF A PERMANENT EASEMENT TO THE FDOT IN AND ACROSS PORTION OF SAID CANAL UNDER I-75, IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the approval of the exchange of property rights between the Florida Department of Transportation (FDOT) and Miami-Dade County; and the granting under a special agreement by Miami-Dade County of a permanent easement to the FDOT in and across portion of said canal under I-75, in Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; and authorizes execution and recording of the Deeds and Agreement by the Mayor, in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman
Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of January, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. PST

Peter S. Tell

This instrument prepared by,
or under the direction of,

Parcel No.: 100.6-R
Item/Segment No.: 2515061
Managing District: Six

Alicia Trujillo
Alicia Trujillo, Esq.
District General Counsel
Florida Department of Transportation
1000 NW 111th Avenue, Miami, Florida 33172

EASEMENT FOR CANAL MAINTENANCE

THIS INDENTURE, Made this _____ day of _____, 2007 by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, to the COUNTY OF MIAMI-DADE, a Political Subdivision of the State of Florida, and its successors in interest, Party of the second part, whose Post Office address is 111 N.W. 1st Street, Miami, Florida 33128,

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes;
and

WHEREAS, said land is no longer required for such purposes; and

WHEREAS the parties hereto desire that the drainage canal which lies adjacent to said real property be maintained and kept free and clear of all obstruction, debris, silt, hyacinths, and other vegetable matter, and the Party of the First Part, to accomplish said purpose, by action of the District Secretary, District Six, Florida Department of Transportation on October 18, 2007 pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to grant to the Party of the Second Part an easement hereinafter described to be used by the Party of the Second Part for the construction, cleaning, and maintenance of said canal.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and grant unto the Party of the Second Part, and its successors in interest an easement over, along, and across the following described real property situate in Miami-Dade County, Florida, viz:

(See Exhibit "B", PARCELS A AND B attached hereto and made a part hereof)

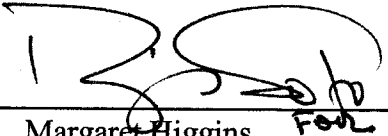
The foregoing conveyance was approved and accepted pursuant to Resolution No. _____ of the Board of County Commissioners, County of Miami-Dade, Florida, passed and adopted on _____. A copy of Resolution No. _____ is attached hereto as Exhibit "C".


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Item/Segment No : 2515061
Managing District : Six

TO HAVE AND TO HOLD, the said easement rights unto the Party of the Second Part together with the rights to remove all trees, growth and shrubbery therefrom and to temporarily deposit such spoil, silt, hyacinths, and other vegetable matter which the Party of the Second Part shall remove from the canal from time to time in the construction, cleaning and maintenance of said canal, and together also with the right to the Party of the Second Part to use said strip of land in such manner as may be necessary in the operation of the equipment used by the Party of the Second Part in the construction and cleaning of said canal.

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, District Six and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

ATTEST: 
Margaret Higgins
Executive Secretary

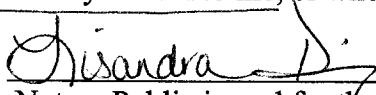
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By: 
John Martinez, P.E.
District Six Secretary

(Affix Department Seal)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

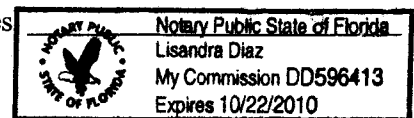
The foregoing instrument was acknowledged before me this 18th day of October 2007 by John Martinez, District Secretary for District Six, who is personally known to me, or who has produced _____ as identification.



Notary Public in and for the County and State last aforesaid.

(Affix Notary Seal)

My Commission Expires



EASEMENT TO MIAMI-DADE COUNTY
FOR CANAL MAINTENANCE
(CORPORATION)

FROM

Florida Department of Transportation

TO

MIAMI-DADE COUNTY, FLORIDA

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

Sign: _____

Print: Carlos Alvarez

Title: Mayor

Address: 111 N.W. 1st Street
Miami-Dade Center
Miami, Florida 33128

ATTEST: HARVEY RUVIN
Clerk of said Board

By: _____
Deputy Clerk

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EXHIBIT "B"**PARCELS "A & B"
LEGAL DESCRIPTIONS****PARCEL "A"**

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST, CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTH ¼ CORNER OF SAID SECTION 16; THENCE S89°28'31"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 410.57 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 16, S00°31'29"E FOR 134.66 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE S02°05'19"W FOR 21.46 FEET; THENCE S61°43'10"W FOR 7.00 FEET; THENCE N87°54'41"W FOR 85.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 15°42'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 38.38 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 18°54'45"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 26.41 FEET TO THE POINT OF TANGENCY; THENCE S88°52'55"W FOR 37.45 FEET; THENCE N89°47'00"W FOR 83.36 FEET; THENCE S89°30'11"W FOR 101.76 FEET; THENCE N89°28'48"W FOR 100.07 FEET; THENCE S85°18'24"W FOR 45.72 FEET; THENCE S89°39'27"W FOR 87.34 FEET; THENCE S87°44'04"W FOR 97.78 FEET; THENCE S89°55'19"W FOR 103.05 FEET; THENCE S89°42'36"W FOR 93.20 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 153.00 FEET AND A CENTRAL ANGLE OF 20°04'05"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 53.59 FEET TO THE POINT OF TANGENCY; THENCE N70°13'19"W FOR 128.00 FEET; THENCE N67°18'09"W FOR 33.97 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 19°34'42"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 179.39 FEET TO THE POINT OF TANGENCY; THENCE N86°52'51"W FOR 75.82 FEET; THENCE N03°07'09"E FOR 25.00 FEET; THENCE S86°52'51"E FOR 75.82 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 19°34'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 187.94 FEET TO THE POINT OF TANGENCY; THENCE S67°18'09"E FOR 33.34 FEET; THENCE S70°13'19"E FOR 127.37 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 128.00 FEET AND A CENTRAL ANGLE OF 20°04'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 44.83 FEET TO THE POINT OF TANGENCY; THENCE N89°42'36"E FOR 93.20 FEET; THENCE N89°55'19"E FOR 102.57 FEET; THENCE N87°44'04"E FOR 97.73 FEET; THENCE N89°39'27"E FOR 86.81 FEET; THENCE N85°18'24"E FOR 45.91 FEET; THENCE S89°28'48"E FOR 100.99 FEET; THENCE N89°30'11"E, FOR 101.54 FEET; THENCE S89°47'00"E FOR 83.38 FEET; THENCE N88°52'55"E FOR 37.49 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 18°54'45"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 34.66 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 15°42'22"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 31.52 FEET TO THE POINT OF TANGENCY; THENCE S87°54'41"E FOR 91.50 FEET TO THE POINT OF BEGINNING.

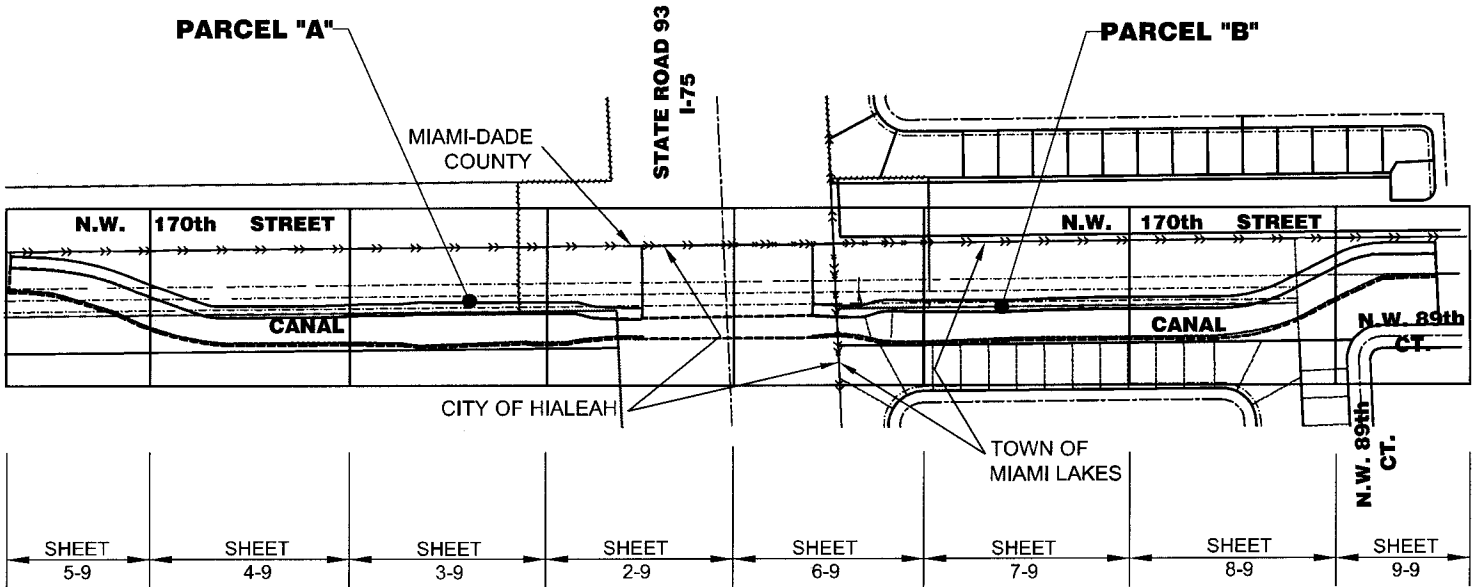
SAID PARCEL CONTAINS 34,399 SQUARE FEET OR 0.79 ACRES, MORE OR LESS BY CALCULATION.

PARCEL "B"

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTH ½ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST, IN THE CITY OF HIALEAH AND THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTH ¼ CORNER OF SAID SECTION 16; THENCE S89°28'31"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 44.61 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 16, S00°31'29"E FOR 129.43 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE S87°01'02"E FOR 59.76 FEET; THENCE S89°04'15"E FOR 37.75 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N00°55'44"E, A RADIAL DISTANCE OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°28'29" FOR 7.19 FEET TO THE POINT OF TANGENCY; THENCE N74°27'16"E FOR 28.82 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 17°48'16"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 38.84 FEET TO THE POINT OF TANGENCY; THENCE S87°44'27"E FOR 48.90 FEET; THENCE N89°51'34"E FOR 78.30 FEET; THENCE S89°32'48"E FOR 102.78 FEET; THENCE N87°41'52"E FOR 102.13 FEET; THENCE N88°37'00"E FOR 101.11 FEET; THENCE N89°42'17"E FOR 272.21 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 27°11'22"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 142.36 FEET TO THE POINT OF TANGENCY; THENCE N62°30'54"E FOR 121.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°12'28"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 106.84 FEET TO THE POINT OF TANGENCY; THENCE N89°43'22"E FOR 111.61 FEET; THENCE S02°36'10"E FOR 25.02 FEET; THENCE S 89°43'22"W FOR 112.63 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 27°12'28"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 94.97 FEET TO THE POINT OF TANGENCY; THENCE S62°30'54"W FOR 121.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 27°11'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 154.23 FEET TO THE POINT OF TANGENCY; THENCE S89°42'17"W FOR 271.97 FEET; THENCE S88°37'00"W FOR 100.67 FEET; THENCE S87°41'52"W FOR 102.53 FEET; THENCE N89°32'48"W FOR 103.25 FEET; THENCE S 89°51'34"W FOR 78.70 FEET; THENCE N87°44'27"W, FOR 49.42 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S02°15'33"W, A RADIAL DISTANCE OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°48'16" FOR 31.07 FEET TO THE POINT OF TANGENCY; THENCE S74°27'16"W FOR 28.82 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N15°32'43"W, A RADIAL DISTANCE OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°28'29" FOR 14.38 FEET TO THE POINT OF TANGENCY; THENCE N89°04'15"W FOR 38.20 FEET; THENCE N87°01'02"W FOR 60.21 FEET; THENCE N02°58'58"E FOR 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 34,021 SQUARE FEET OR 0.78 ACRES, MORE OR LESS BY CALCULATION.



KEY MAP

NOT TO SCALE

LEGEND

- //// LIMITED ACCESS
- RIGHT OF WAY LINE
- ⊕ CENTER LINE
- CITY LIMIT

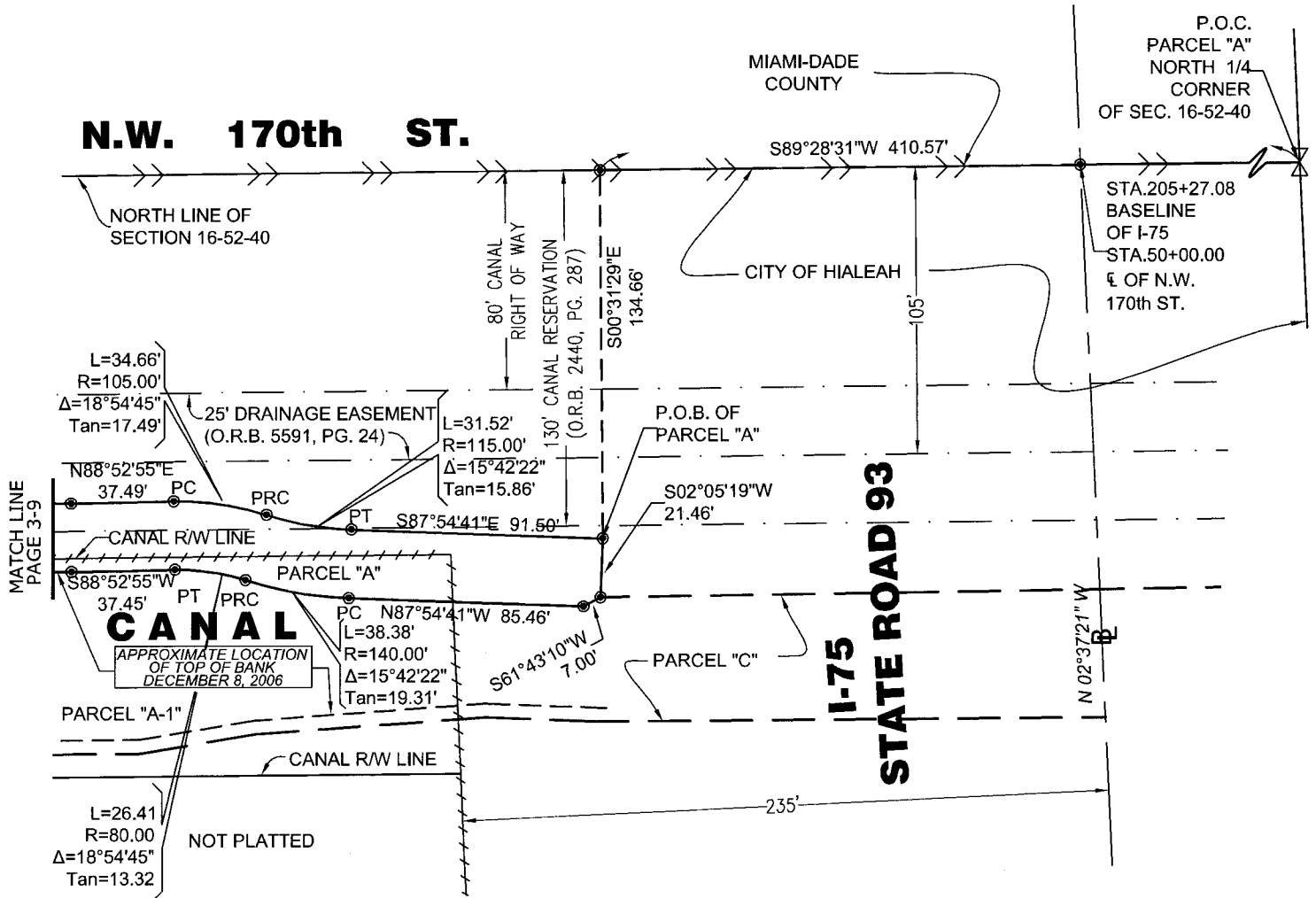
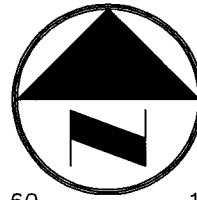
ABBREVIATIONS

- (C) = CALCULATED
- Δ = CENTRAL ANGLE (DELTA)
- L = LENGTH (WHEN USED IN CURVE DATA)
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.B. = PLAT BOOK

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R = RADIUS
- R/W = RIGHT OF WAY
- Tan = TANGENT
- PNT = POINT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

PARCELS "A"& "B"

10



LEGEND

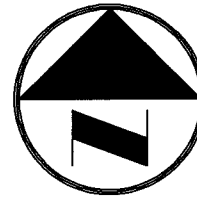
- LIMITED ACCESS
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- CENTER LINE
- CITY LIMIT
- BASELINE LINE OF SURVEY

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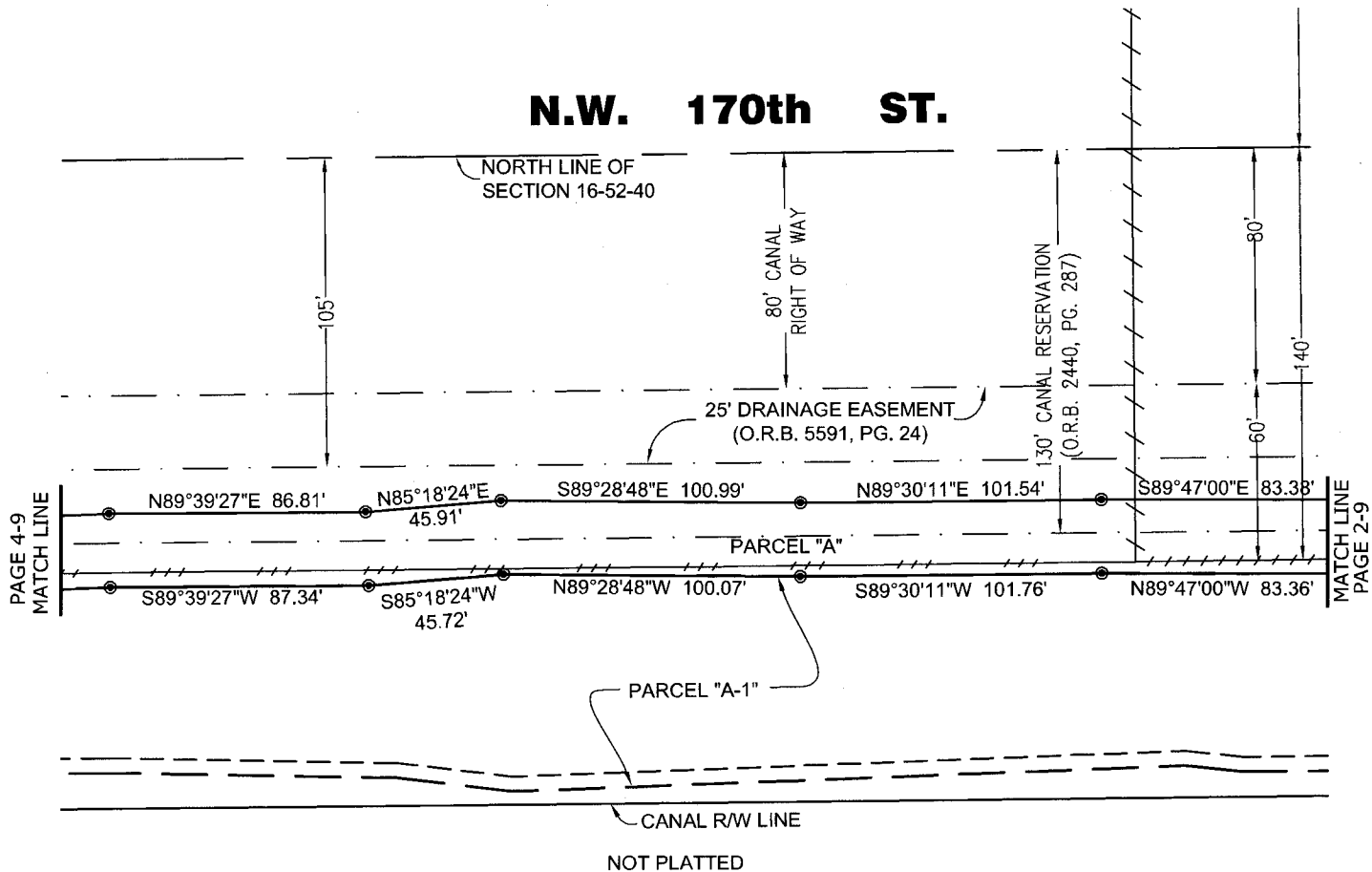
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PARCELS "A" & "B"



GRAPHIC SCALE IN FEET

N.W. 170th ST.



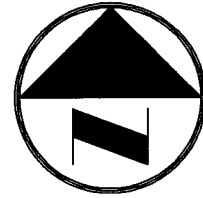
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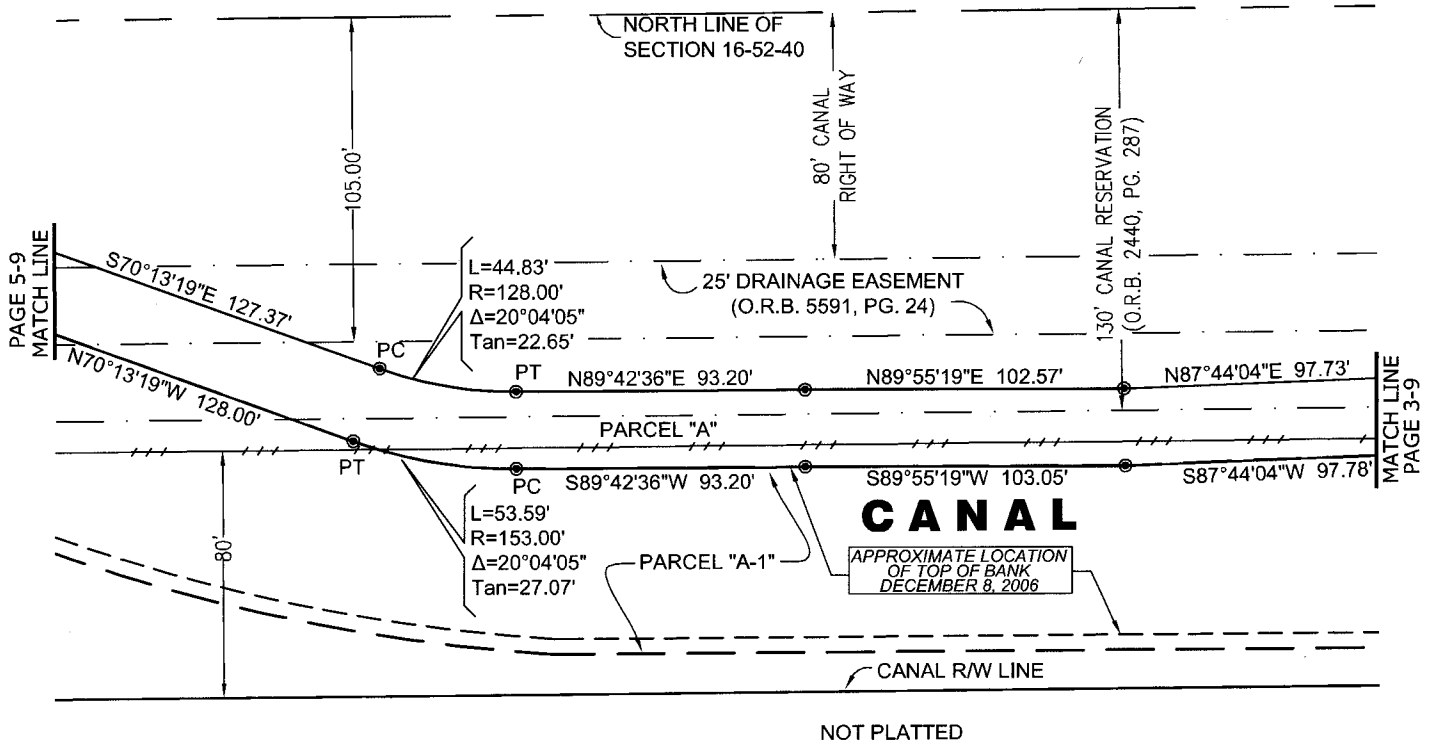
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PARCELS "A" & "B"

12



N.W. 170th ST.



LEGEND

- LIMITED ACCESS RIGHT OF WAY LINE
- CENTER LINE
- CITY LIMIT

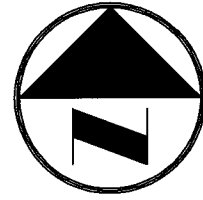
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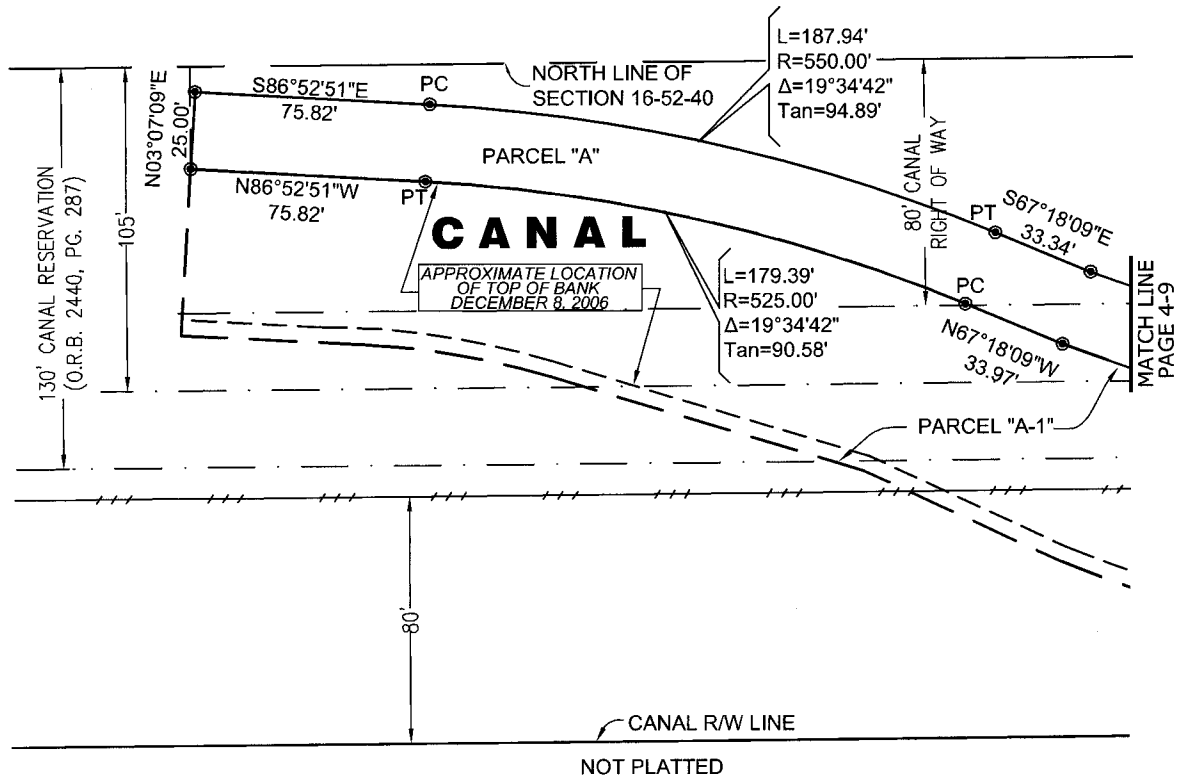
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- PT = POINT OF TANGENCY

PARCELS "A"& "B"

13



N.W. 170th ST.



LEGEND

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P.O.C. = POINT OF COMMENCEMENT

R = RADIUS

R/W = RIGHT OF WAY

Tan = TANGENT

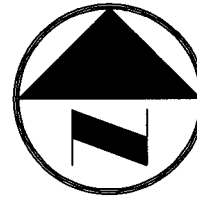
PNT = POINT

PC = POINT OF CURVATURE

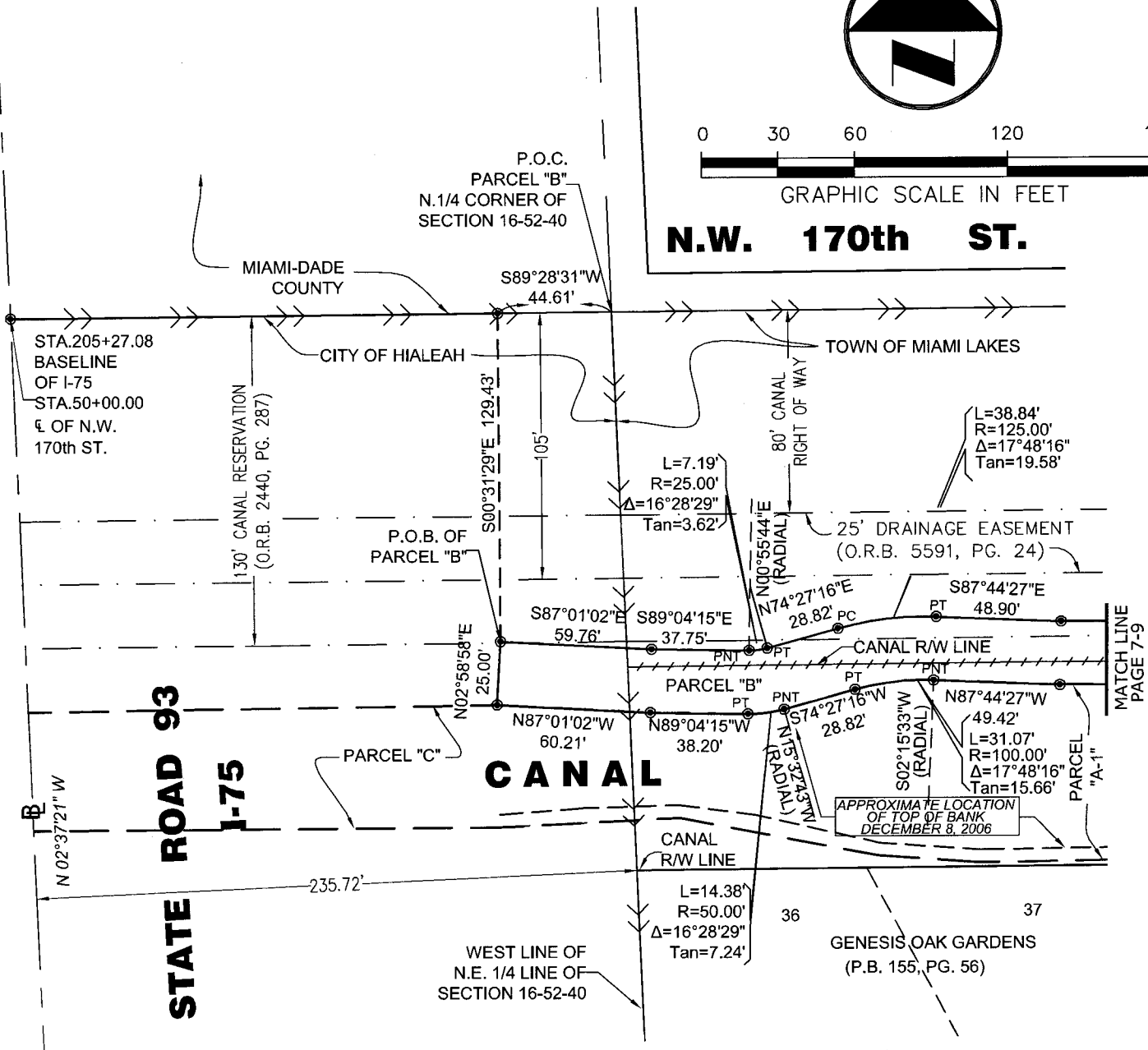
PT = POINT OF TANGENCY

PARCELS "A"& "B"

14



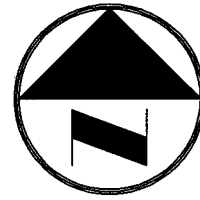
N.W. 170th ST.



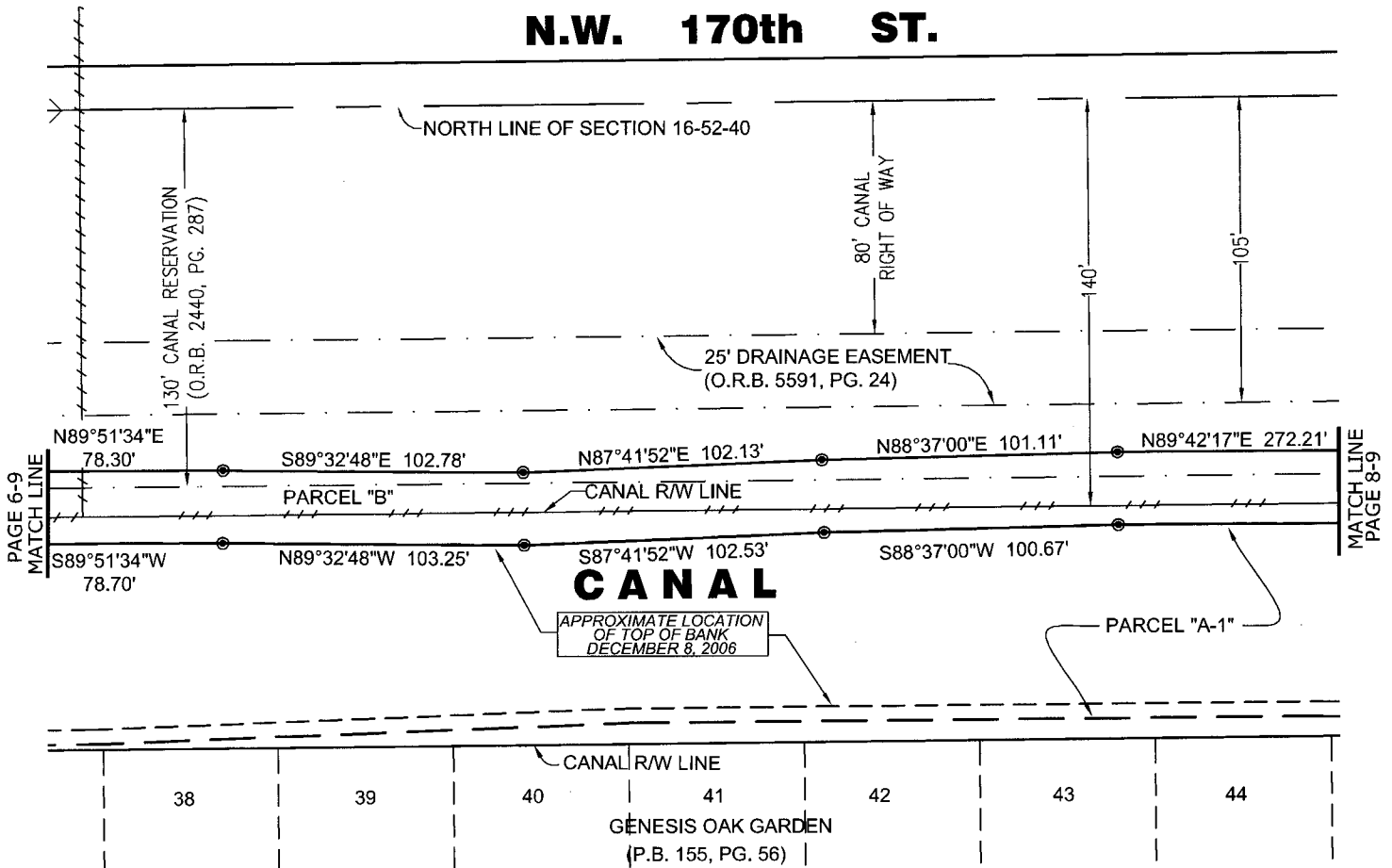
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|--------------------|--------------------------------------|---------------------------------------|
| LEGEND | ABBREVIATIONS | P.O.B. = POINT OF BEGINNING |
| LIMITED ACCESS | (C) = CALCULATED | P.O.C. = POINT OF COMMENCEMENT |
| RIGHT OF WAY LINE | Δ = CENTRAL ANGLE (DELTA) | R = RADIUS |
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| CITY LIMIT | O.R.B. = OFFICIAL RECORDS BOOK | Tan = TANGENT |
| BASELINE OF SURVEY | PG. = PAGE | PNT = POINT |
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| | | PT = POINT OF TANGENCY |

PARCELS "A" & "B"

15



N.W. 170th ST.



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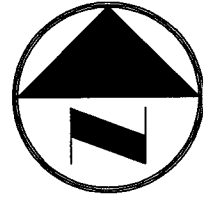
PNT = POINT

PC = POINT OF CURVATURE

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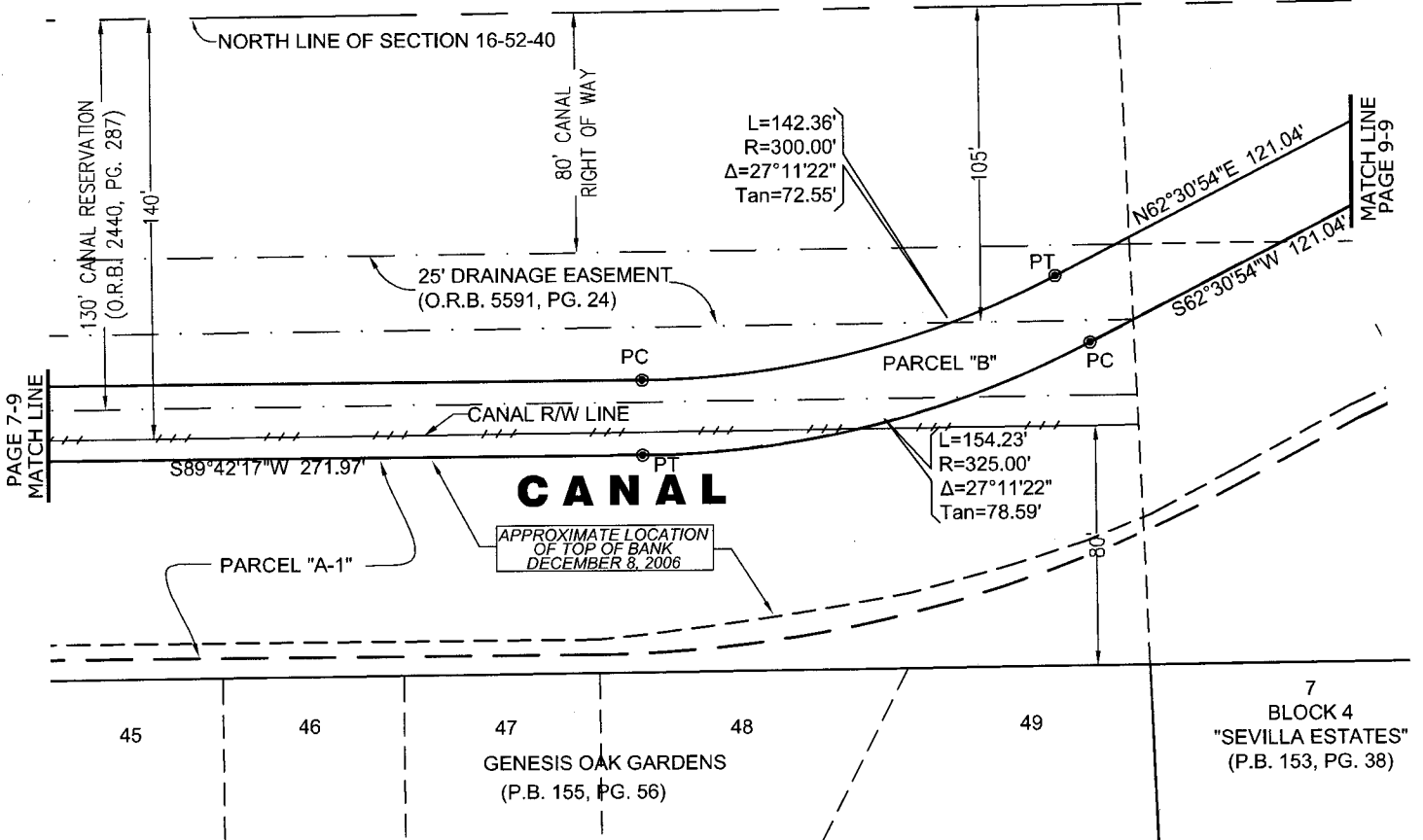
PARCELS "A"& "B"

16



GRAPHIC SCALE IN FEET

N.W. 170th ST.



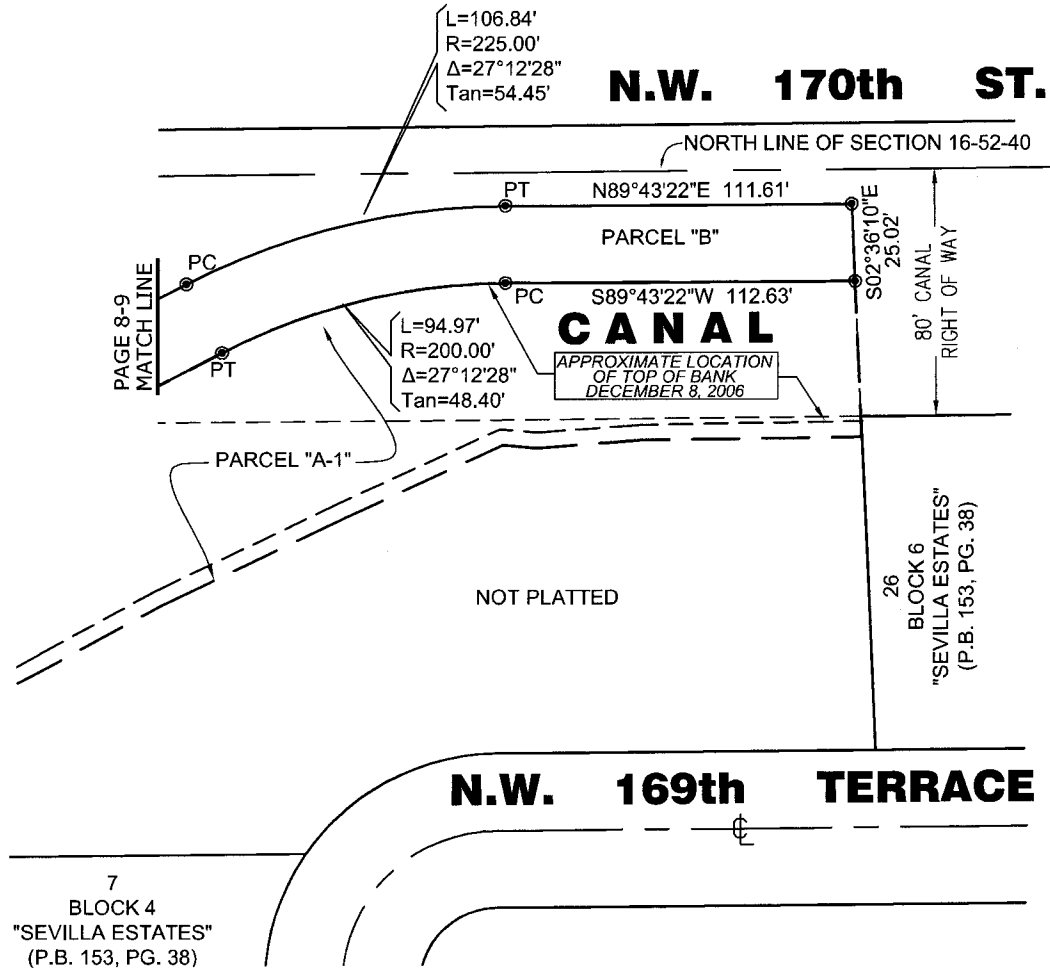
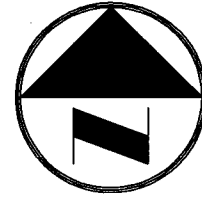
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PARCELS "A" & "B"

17



- LEGEND**
- //// LIMITED ACCESS
 - RIGHT OF WAY LINE
 - ⊕ CENTER LINE
 - CITY LIMIT

- ABBREVIATIONS**
- (C) = CALCULATED
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- R = RADIUS
- R/W = RIGHT OF WAY
- Tan = TANGENT

PARCELS "A" & "B"

18

26-SPD.01 06/99 (Public Purpose - No consideration)

This instrument prepared by
or under the direction of,

Parcel No.: 100.6-R
Item/Segment No.: 2515061
Managing District: Six

Alicia Trujillo
Alicia Trujillo, Esq.

District General Counsel
Florida Department of Transportation
1000 NW 111th Avenue, Miami, Florida 33172

QUITCLAIM DEED
Public Purpose

THIS INDENTURE, Made this ____ of _____, 2007, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, to the COUNTY OF MIAMI-DADE, Party of the Second Part, whose mailing address is 111 N.W. 1st Street, Miami, Florida 33128,

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary, District Six Florida Department of Transportation on October 18, 2007, pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Party of the Second Part without consideration, to be used solely for the public purpose.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for the public purpose of a public canal and purposes incidental thereto, including the right of the party of the second part to ownership and disposal of all spoil material from said canal, pursuant to the provisions of Section 337.25, Florida Statutes, all that certain land situate, lying and being in the County of Miami-Dade, State of Florida, viz:

(SEE EXHIBIT "A" – PARCEL A-1, attached hereto and made a part hereof)

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

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part

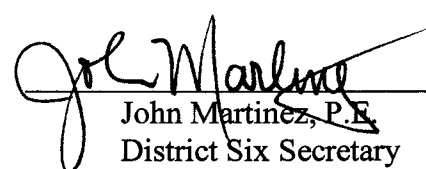
REVERTER - The property herein described is to be used in perpetuity as a public purpose (defined for this conveyance as canal and canal purposes). If and when the property shall be lawfully and permanently discontinued, the title to the above described lands shall immediately revert to the said Party of the First Part.

Parcel No.: 100.6-R
Section : 87075-2402
Managing District: Six

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, District Six and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

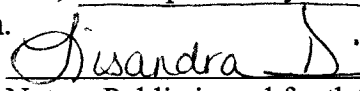
ATTEST: 
Margaret Higgins
Executive Secretary

By: 
John Martinez, P.E.
District Six Secretary

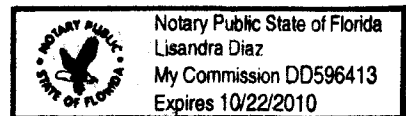
(Affix Department Seal)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18th day of October 2007 by John Martinez, P.E., District Secretary for District Six, who is personally known to me or who has produced _____ as identification.


Notary Public in and for the County and State last aforesaid.

(Affix Notary Seal)



My Commission Expires: _____

QUIT CLAIM DEED
TO
MIAMI-DADE COUNTY
CONVEYS THE TITLE FOR
CANAL PURPOSES

FROM

Florida Department of Transportation

TO

MIAMI-DADE COUNTY, FLORIDA

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

Sign: _____

Print: _____

Title: Mayor

Address: 111 N.W. 1 Street
Metro-Dade Center
Miami, Florida 33128

ATTEST: HARVEY RUVIN
Clerk of said Board

By: _____
Deputy Clerk

21

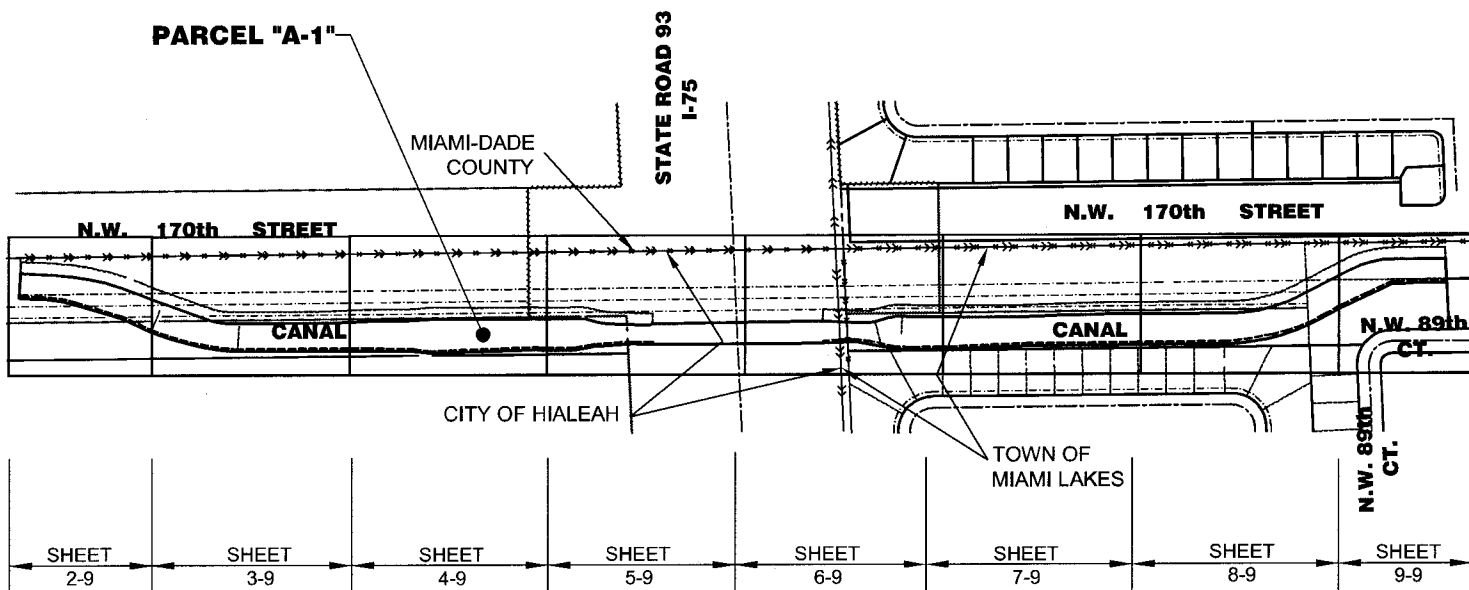
EXHIBIT "A"**PARCEL "A-1"****LEGAL DESCRIPTION:**

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTH ½ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST, IN THE CITY OF HIALEAH AND THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTH ¼ CORNER OF SAID SECTION 16; THENCE S89°28'31"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 1827.47 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 16, S00°31'29"E FOR 33.13 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE S86°52'50"E FOR 75.82 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 19°34'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 179.39 FEET TO THE POINT OF TANGENCY; THENCE S67°18'09"E FOR 33.97 FEET; THENCE S70°13'19"E FOR 128.00 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 153.00 FEET AND A CENTRAL ANGLE OF 20°04'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 53.59 FEET TO THE POINT OF TANGENCY; THENCE N89°42'36"E FOR 93.20 FEET; THENCE N89°55'19"E FOR 103.05 FEET; THENCE N87°44'04"E FOR 97.78 FEET; THENCE N89°39'27"E FOR 87.34 FEET; THENCE N85°18'24"E FOR 45.72 FEET; THENCE S89°28'48"E FOR 100.07 FEET; THENCE N89°30'11"E FOR 101.76 FEET; THENCE S89°47'00"E FOR 83.36 FEET; THENCE N88°52'55"E FOR 37.45 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 18°54'46"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 26.41 FEET TO THE POINT OF CURVE OF A REVERSE CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N17°47'40"E, A RADIAL DISTANCE OF 140.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°42'21" FOR 38.38 FEET TO THE POINT OF TANGENCY; THENCE S87°54'41"E FOR 85.46 FEET; THENCE N61°43'10"E FOR 7.00 FEET; THENCE N89°12'19"E FOR 365.41 FEET; THENCE S87°01'02"E FOR 60.21 FEET; THENCE S89°04'15"E FOR 38.20 FEET TO THE POINT OF CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N00°55'44"E, A RADIAL DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°28'29" FOR 14.38 FEET TO THE POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N74°27'17"E; THENCE N74°27'16"E ALONG SAID LINE FOR 28.82 FEET TO THE POINT OF CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S15°32'44"E, A RADIAL DISTANCE OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°48'16" FOR 31.07 FEET TO THE POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S87°44'27"E; THENCE S87°44'27"E ALONG SAID LINE FOR 49.42 FEET; THENCE N89°51'34"E FOR 78.70 FEET; THENCE S89°32'48"E FOR 103.25 FEET; THENCE N87°41'52"E FOR 102.53 FEET; THENCE N88°37'00"E FOR 100.67 FEET; THENCE N89°42'17"E FOR 271.97 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 27°11'22"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 154.23 FEET TO THE POINT OF TANGENCY; THENCE N62°30'54"E FOR 121.04 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 27°12'28"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 94.97 FEET TO THE POINT OF TANGENCY; THENCE N89°43'22"E FOR 112.63 FEET; THENCE S02°36'10"E FOR 50.46 FEET; THENCE S89°05'36"W FOR 71.69 FEET; THENCE S85°49'01"W FOR 33.20 FEET; THENCE N84°56'48"W FOR 10.94 FEET; THENCE S65°09'10"W FOR 55.58 FEET; THENCE S64°18'52"W FOR 65.04 FEET; THENCE S61°16'00"W FOR 46.06 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 28°26'34"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 223.39 FEET TO THE POINT OF TANGENCY; THENCE S89°42'34"W FOR 184.93 FEET; THENCE S89°34'57"W FOR 237.11 FEET; THENCE S87°48'12"W FOR 181.48 FEET; THENCE S89°06'45"W FOR 67.67 FEET; THENCE N85°56'25"W FOR 40.16 FEET; THENCE N79°06'52"W FOR 78.82 FEET;

THENCE S87°06'45"W FOR 70.14 FEET; THENCE S89°39'07"W FOR 368.70 FEET; THENCE N87°46'06"W FOR 40.34 FEET; THENCE S85°46'49"W FOR 83.70 FEET; THENCE S80°34'03"W FOR 43.14 FEET; THENCE S89°30'01"W FOR 59.99 FEET; THENCE N84°01'15"W FOR 20.23 FEET; THENCE S87°53'54"W FOR 226.74 FEET; THENCE N83°09'37"W FOR 39.16 FEET; THENCE N89°00'20"W FOR 98.74 FEET; THENCE S89°39'42"W FOR 279.30 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N03°32'53"E, A RADIAL DISTANCE OF 602.29 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°13'06" FOR 191.51 FEET TO THE POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N65°06'14"W; THENCE N65°06'14"W ALONG SAID LINE FOR 70.66 FEET; THENCE N73°07'33"W FOR 105.26 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 13°58'34"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 60.98 FEET TO THE POINT OF TANGENCY; THENCE N87°06'07"W FOR 59.40 FEET; THENCE N03°07'09"E FOR 54.07 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 186,750 SQUARE FEET OR 4.29 ACRES, MORE OR LESS BY CALCULATION.



KEY MAP

NOT TO SCALE

LEGEND

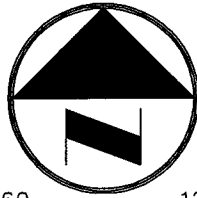
- //// LIMITED ACCESS
- RIGHT OF WAY LINE
- ⊕ CENTER LINE
- ⊥ BASELINE
- >> CITY LIMIT

ABBREVIATIONS

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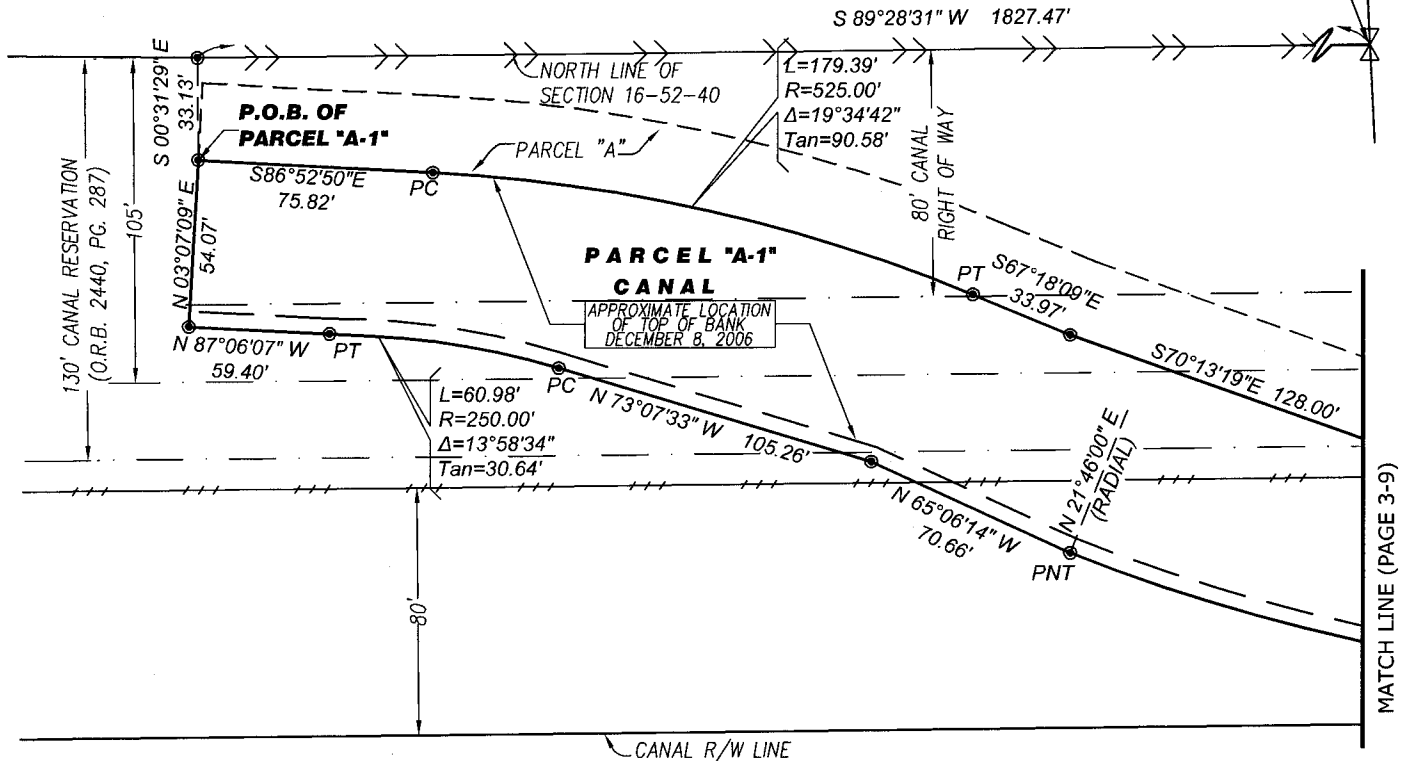
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- PT = POINT OF TANGENCY

24
PARCEL "A-1"



N.W. 170th ST.

P.O.C.
PARCEL "A-1"
NORTH 1/4 CORNER
OF SEC. 16-52-40



NOT PLATTED

MATCH LINE (PAGE 3-9)

LEGEND

- LIMITED ACCESS
- RIGHT OF WAY LINE
- CENTER LINE
- BASELINE
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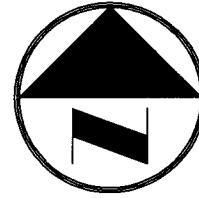
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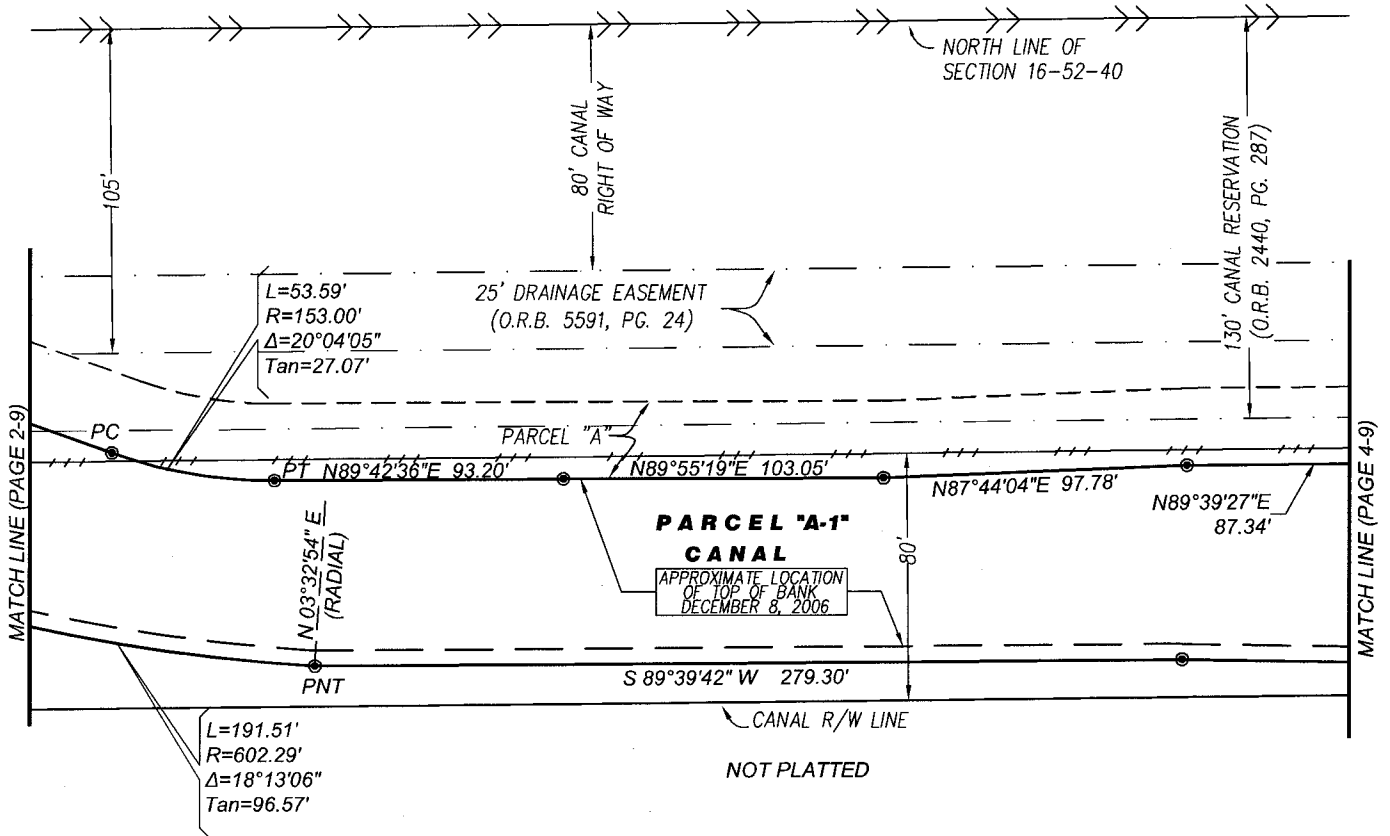
PT = POINT OF TANGENCY

PARCEL "A-1"

25



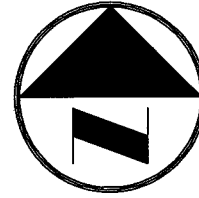
N.W. 170th ST.



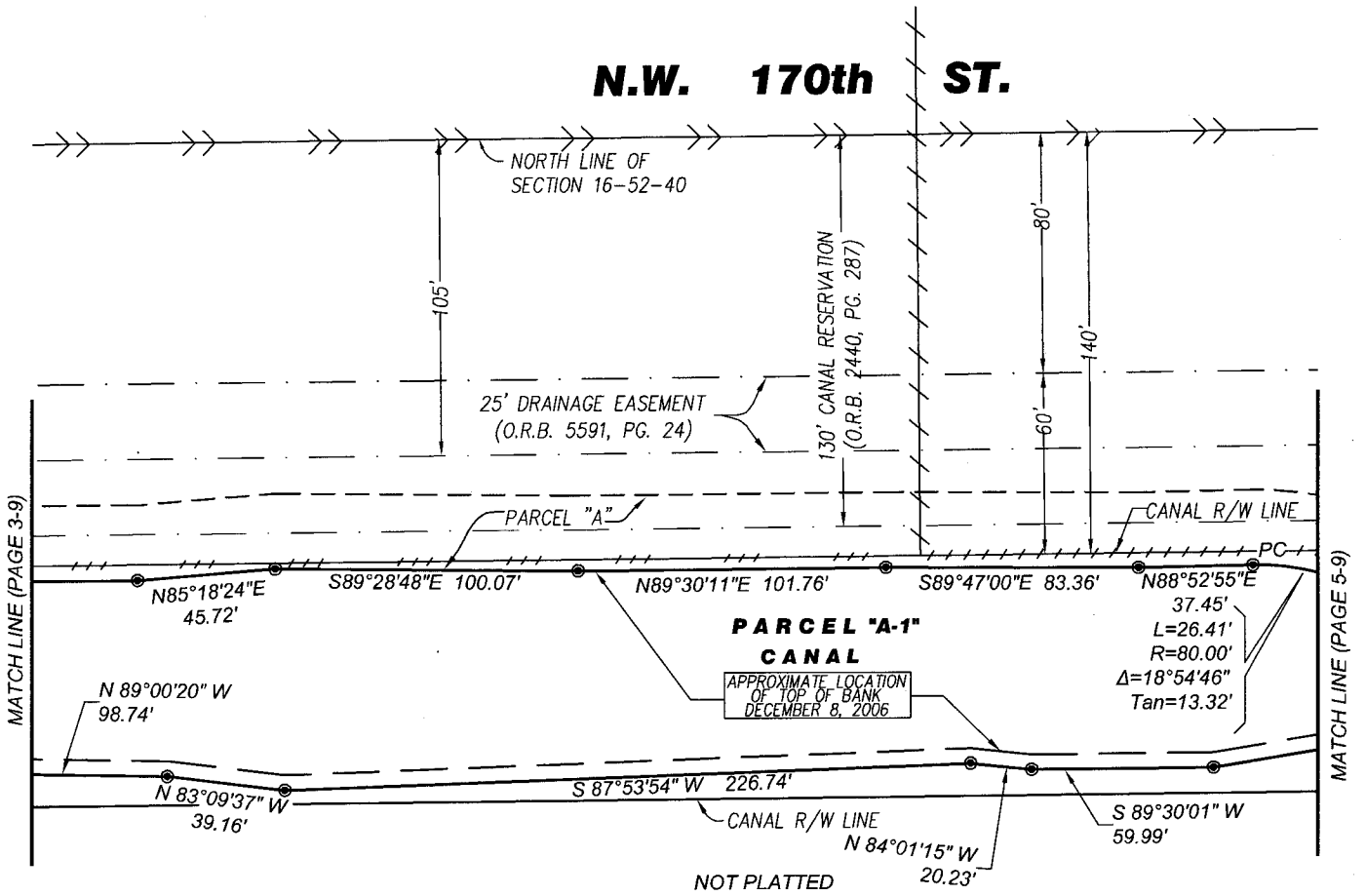
<p>LEGEND</p> <p>--- LIMITED ACCESS</p> <p>--- RIGHT OF WAY LINE</p> <p>⊙ CENTER LINE</p> <p>⊕ BASELINE</p> <p>--- CITY LIMIT</p>	<p>ABBREVIATIONS</p> <p>(C) = CALCULATED</p> <p>Δ = CENTRAL ANGLE (DELTA)</p> <p>L = LENGTH (WHEN USED IN CURVE DATA)</p> <p>O.R.B. = OFFICIAL RECORDS BOOK</p> <p>PG. = PAGE</p> <p>P.B. = PLAT BOOK</p>	<p>P.O.B. = POINT OF BEGINNING</p> <p>P.O.C. = POINT OF COMMENCEMENT</p> <p>R = RADIUS</p> <p>R/W = RIGHT OF WAY</p> <p>Tan = TANGENT</p> <p>PNT = POINT OF NON-TANGENT INTERSECTION</p> <p>PC = POINT OF CURVATURE</p> <p>PT = POINT OF TANGENCY</p>
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PARCEL "A-1"

26



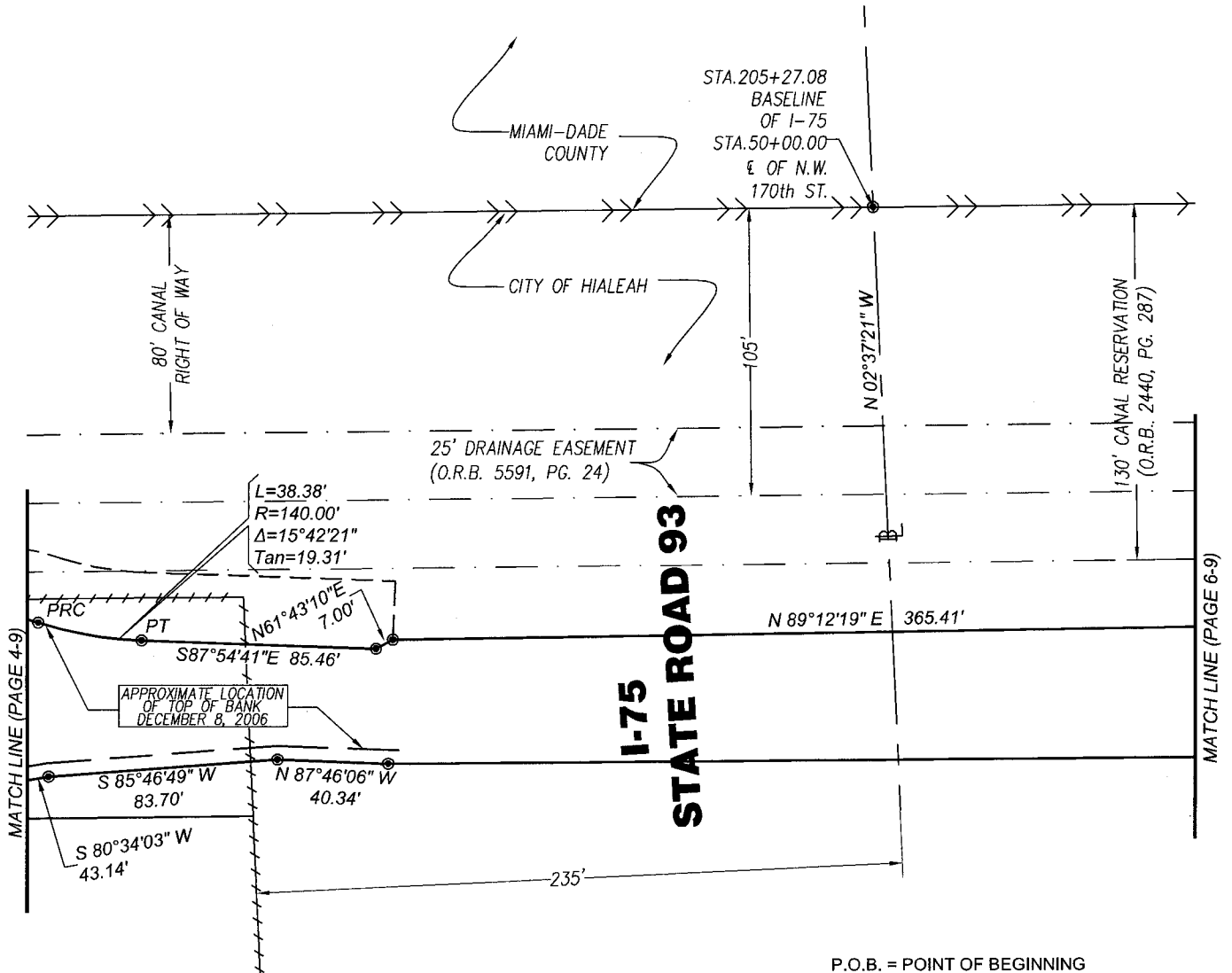
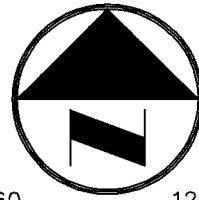
N.W. 170th ST.



<p>LEGEND</p> <p>--- LIMITED ACCESS</p> <p>--- RIGHT OF WAY LINE</p> <p>⊕ CENTER LINE</p> <p>⊕ BASELINE</p> <p>--->>> CITY LIMIT</p>	<p>ABBREVIATIONS</p> <p>(C) = CALCULATED</p> <p>Δ = CENTRAL ANGLE (DELTA)</p> <p>L = LENGTH (WHEN USED IN CURVE DATA)</p> <p>O.R.B. = OFFICIAL RECORDS BOOK</p> <p>PG. = PAGE</p> <p>P.B. = PLAT BOOK</p>	<p>P.O.B. = POINT OF BEGINNING</p> <p>P.O.C. = POINT OF COMMENCEMENT</p> <p>R = RADIUS</p> <p>R/W = RIGHT OF WAY</p> <p>Tan = TANGENT</p> <p>PNT = POINT OF NON-TANGENT INTERSECTION</p> <p>PC = POINT OF CURVATURE</p> <p>PT = POINT OF TANGENCY</p>
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PARCEL "A-1"

27



LEGEND

- LIMITED ACCESS
- RIGHT OF WAY LINE
- ⊙ CENTER LINE
- ⊥ BASELINE
- >> CITY LIMIT

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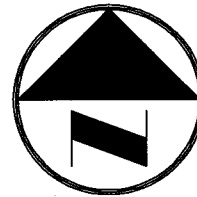
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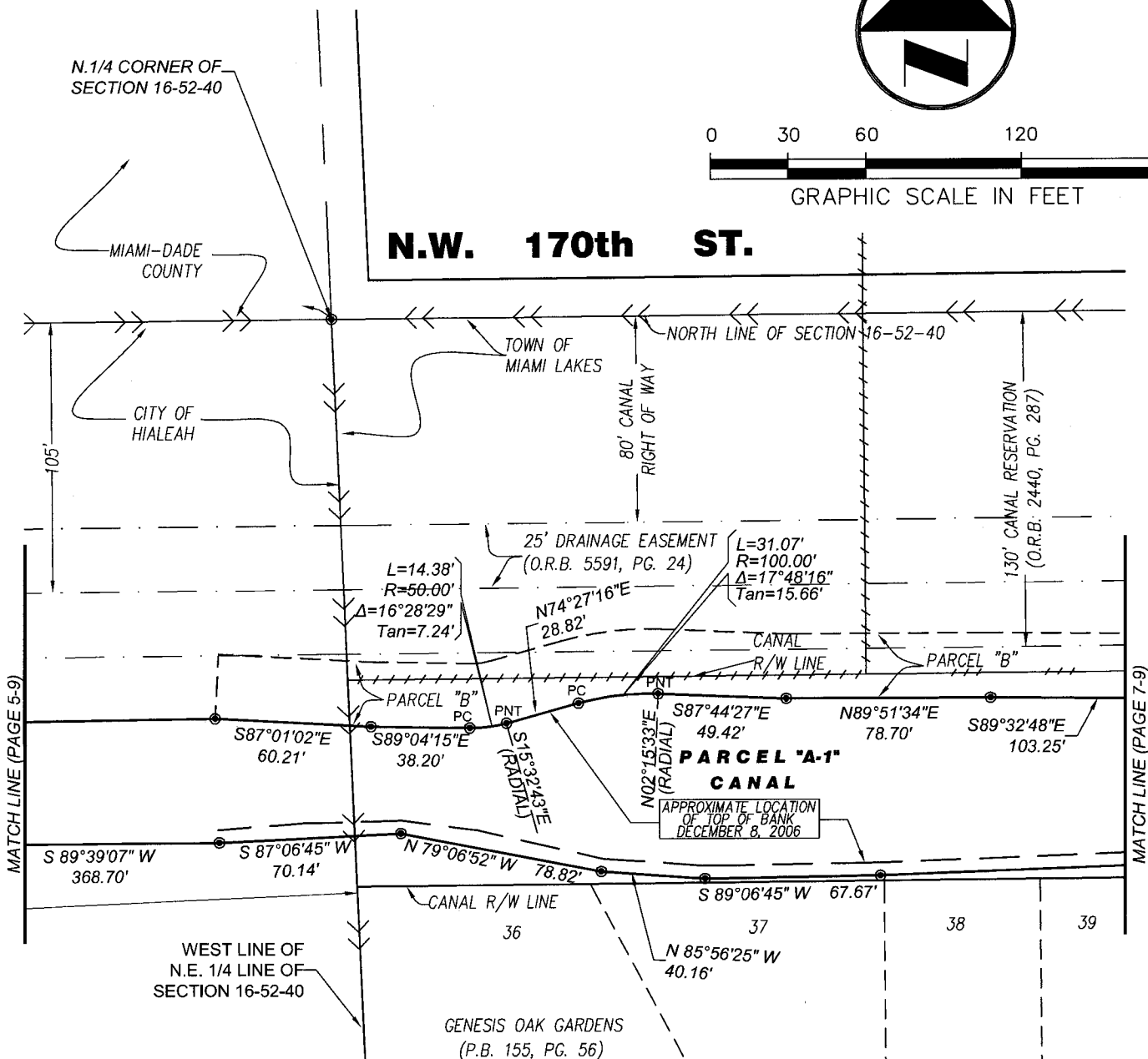
PT = POINT OF TANGENCY

PARCEL "A-1"

28



N.W. 170th ST.



LEGEND

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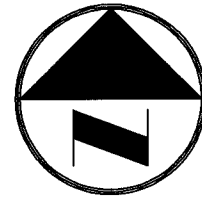
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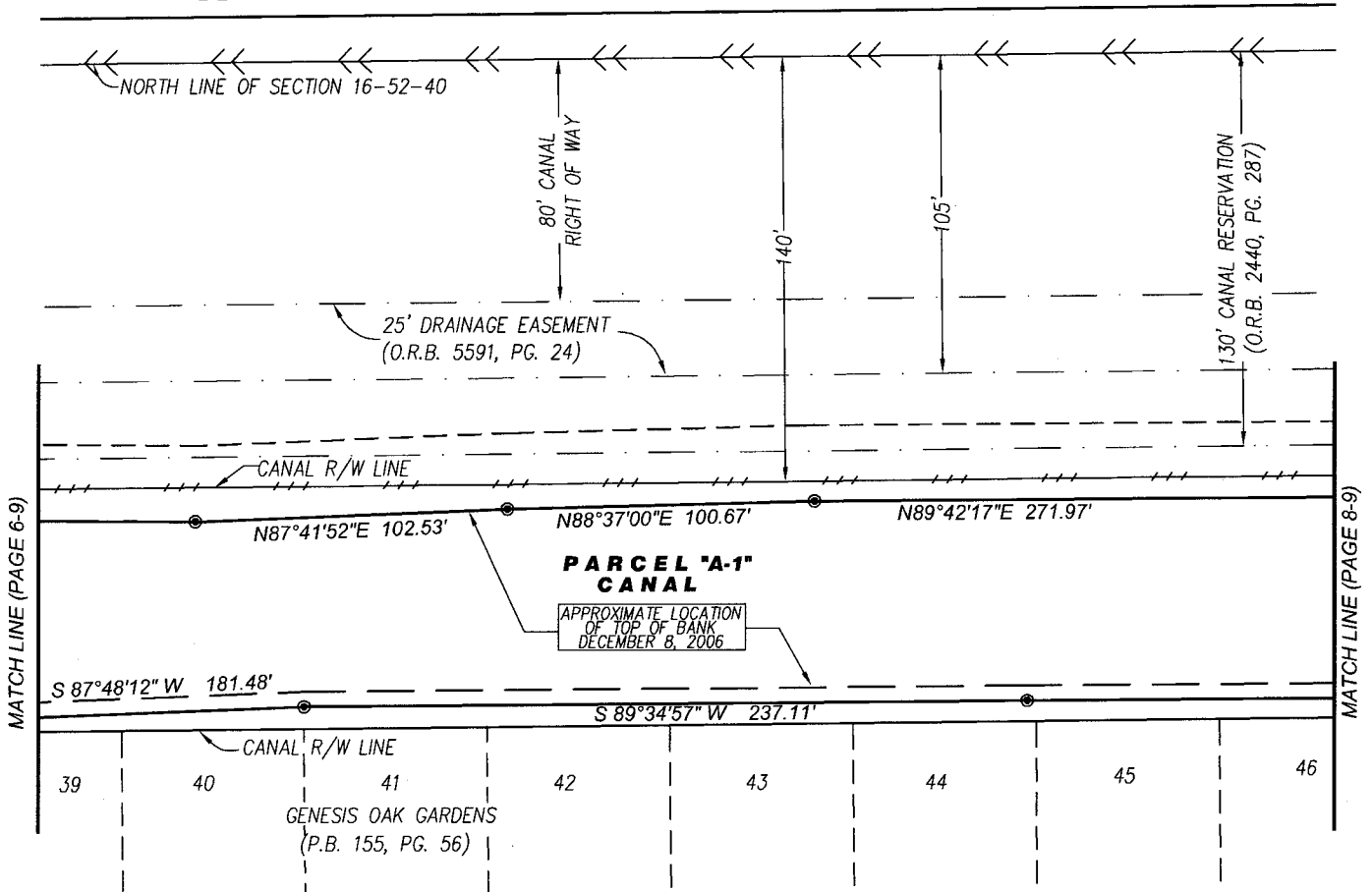
PT = POINT OF TANGENCY

PARCEL "A-1"

29



N.W. 170th ST.



MATCH LINE (PAGE 6-9)

MATCH LINE (PAGE 8-9)

LEGEND

- LIMITED ACCESS
- RIGHT OF WAY LINE
- ⊕ CENTER LINE
- ⊕ BASELINE
- >> CITY LIMIT

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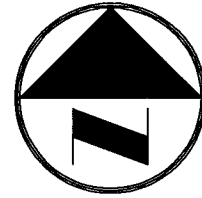
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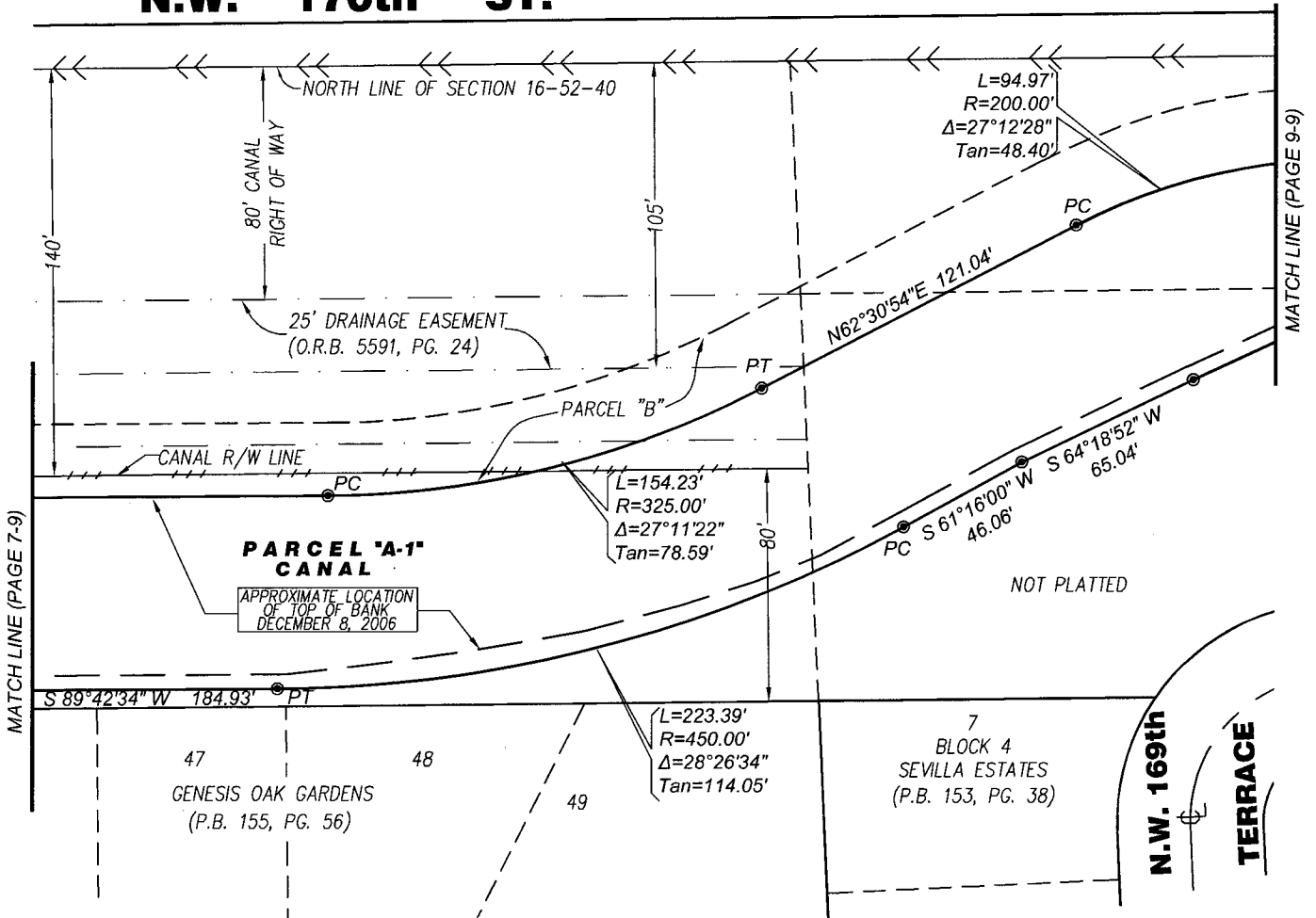
PARCEL "A-1"

30



GRAPHIC SCALE IN FEET

N.W. 170th ST.



LEGEND

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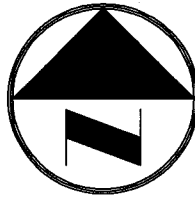
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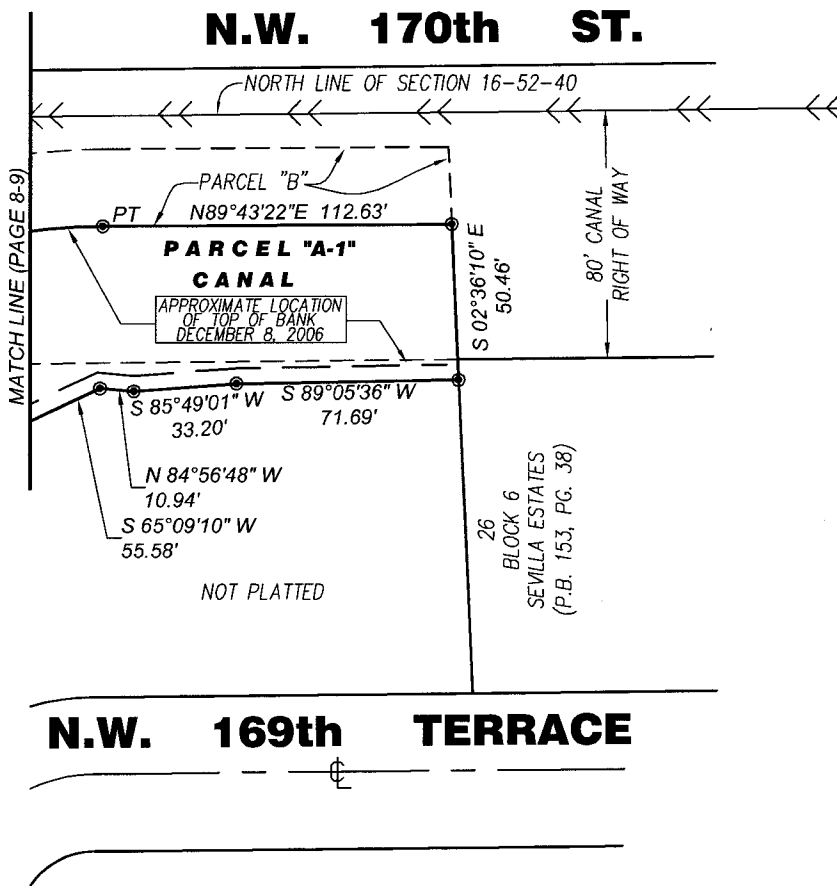
PT = POINT OF TANGENCY

PARCEL "A-1"

31



GRAPHIC SCALE IN FEET



LEGEND

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- Tan = TANGENT

Return to:
Water Control Section
Miami-Dade County Department of
Environmental Resources Management
701 N.W. 1st Court, 6th Floor
Miami, FL 33136

Instrument prepared by:
Miami-Dade County Department of
Environmental Resources Management
701 N.W. 1st Court, 6th Floor
Miami, FL 33136

Legal Description: See Exhibit C . SR 93 (I-75)
. FDOT Project No.:

**EASEMENT IN
THE GOLDEN GLADES CANAL**

THIS EASEMENT, made this _____ day of _____, 20____, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128-1970, party of the first part, and the **FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, whose address is 1000 N.W. 111 Avenue, Miami, Florida 33172, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable consideration, does hereby grant to the party of the second part, and its successors in interest, an easement within and across the following described land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT C

This easement is subject to and conditioned upon the full compliance by the Florida Department of Transportation, its grantees, successors, and assigns, with the terms and conditions of the Agreement Providing For Easement to Florida Department of Transportation from Miami-Dade County dated _____, 20__, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Mayor, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

**MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Mayor

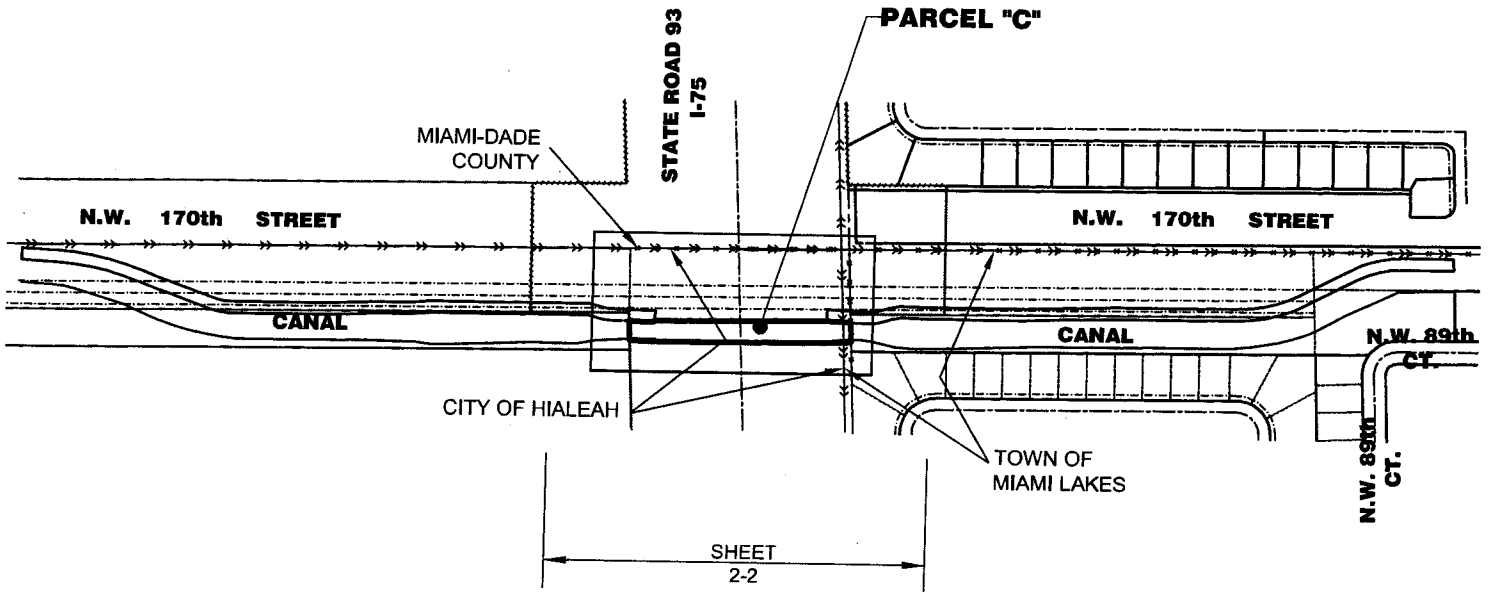
The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 20__.

EXHIBIT "C"**PARCEL "C"****LEGAL DESCRIPTION:**

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST, IN THE CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF THE RIGHT OF WAY FOR FLORIDA STATE ROAD 93 (I-75) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 16; THENCE S89°28'31"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 465.24 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 16, S00°31'29"E FOR 157.20 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE S87°54'41"E FOR 47.54 FEET; THENCE N61°43'10"E FOR 7.00 FEET; THENCE N89°12'19"E FOR 365.41 FEET; THENCE S87°01'02"E FOR 60.21 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID FLORIDA STATE ROAD 93 (I-75) AND THE EAST LINE OF SAID NORTHWEST $\frac{1}{4}$ OF SECTION 16; THENCE S02°37'58"E ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF FLORIDA STATE ROAD 93 (I-75) FOR 42.86 FEET; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF FLORIDA STATE ROAD 93 (I-75), S87°06'45"W FOR 52.34 FEET; THENCE S89°39'07"W FOR 368.70 FEET; THENCE N87°46'06"W FOR 40.34 FEET; THENCE S85°46'49"W FOR 9.77 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID FLORIDA STATE ROAD 93 (I-75); THENCE N02°37'12"W ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF FLORIDA STATE ROAD 93 (I-75) FOR 42.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 21710 SQUARE FEET OR 0.50 ACRES, MORE OR LESS BY CALCULATION.



KEY MAP

NOT TO SCALE

LEGEND

- LIMITED ACCESS
- RIGHT OF WAY LINE
- ⊕ CENTER LINE
- ⊕ BASELINE
- CITY LIMIT

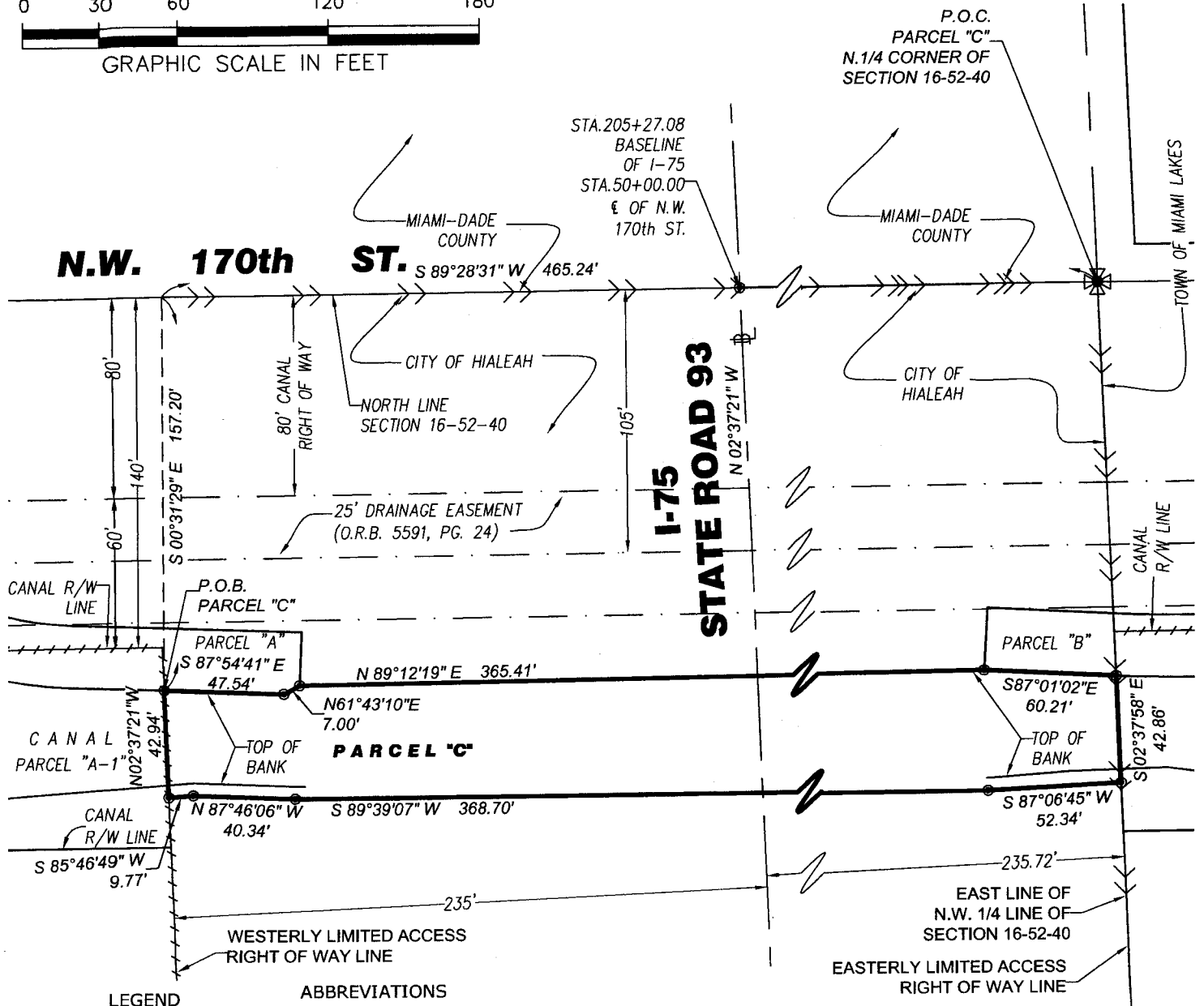
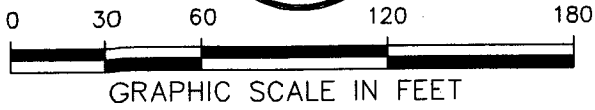
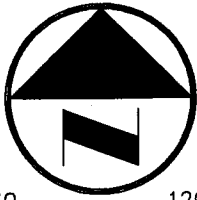
ABBREVIATIONS

- (C) = CALCULATED
- Δ = CENTRAL ANGLE (DELTA)
- L = LENGTH (WHEN USED IN CURVE DATA)
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.B. = PLAT BOOK

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R = RADIUS
- R/W = RIGHT OF WAY
- Tan = TANGENT
- PNT = POINT OF NON-TANGENT INTERSECTION
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

PARCEL "C"

36



LEGEND

ABBREVIATIONS

- LIMITED ACCESS RIGHT OF WAY LINE
- ⊕ CENTER LINE
- ⊥ BASELINE
- CITY LIMIT
- ⊗ SECTION CORNER

- (C) = CALCULATED
- Δ = CENTRAL ANGLE (DELTA)
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- R/W = RIGHT OF WAY
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R = RADIUS

THIS IS NOT A BOUNDARY SURVEY

PARCEL "C"

37

SHEET: 2 OF 2

AGREEMENT PROVIDING
FOR EASEMENT TO
FLORIDA DEPARTMENT OF TRANSPORTATION
FROM MIAMI-DADE COUNTY

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the County, and the State of Florida Department of Transportation, hereinafter referred to as the FDOT.

WITNESSETH:

WHEREAS, the County is the fee simple owner by right-of-way deed of real property currently used for a secondary canal: The Golden Glades Canal running along the South side of N.W. 170th Street; and

WHEREAS, a certain portion of said real property has been determined necessary for highway purposes by FDOT; and

WHEREAS, the proposed use of said real property is for the construction of a drainage conveyance structure associated with the design of highway I-75 (S.R. 93) and requires the subordination of a portion of said fee simple ownership of the County to the FDOT in the form of an easement; and

WHEREAS, said easement desired by FDOT is legally described as set forth in Exhibit "C" attached hereto and incorporated herein by referenced as if fully set forth herein.

NOW, THEREFORE, in consideration of the performance by FDOT, its successors, grantees, and assigns of FDOT's covenants herein contained, it is agreed by and between the County and FDOT as follows:

1. County hereby grants FDOT, subject to the terms and conditions hereinafter set forth, the right and privilege, solely at FDOT's expense, to construct such structure and appurtenances necessary for Highway I-75 (S.R. 93) within the area between the banks of the existing Golden Glades Canal and which area is legally described as the easement granted herein as set forth in EXHIBIT "C".
2. FDOT shall, at FDOT's sole expense, perform all work which may be required in connection with the redevelopment of the canal cross section wherever impacted by such structures and appurtenances to maintain the hydraulic viability of said canal. Said work shall include, but is not limited to, canal dredging, bank restoration and stabilization, and providing turbidity-control measures during construction, all the foregoing to the satisfaction of County. The FDOT shall, at FDOT's sole expense, do all work required by the County to maintain the hydraulic viability of said canal at a level of hydraulic viability which equals or exceeds the level of hydraulic viability which existed prior to any such structures and appurtenances having been constructed by FDOT. In no event shall the volume or velocity of water flowing through and in the aforesaid canal be negatively impacted at any time or under any circumstances or under any weather conditions by reason of any construction in the easement by FDOT or by the existence of any structures or appurtenances owned or operated by FDOT in the easement. In the event that FDOT fails at any time, during or after construction, to comply with any or all of the requirements or covenants of FDOT in this Paragraph 2. or in Paragraph 3. herein below or in Paragraph 4. herein below or in Paragraph 5. herein below, then FDOT agrees to remove any and all such structures and appurtenances which are in the easement herein granted upon the written request of the County and at the sole expense of FDOT and within the time period required for such removal by the County. FDOT agrees and covenants that the sole financial responsibility for any costs, expenses or damages of any kind whatsoever caused by such failure or failures to comply shall be borne by FDOT.
3. All work performed by or for FDOT within said canal shall be performed in accordance with County approved plans and as authorized under the terms and conditions of a Class III environmental permit issued by the County.
4. FDOT shall have no right to construct, maintain or operate, or to permit, suffer, allow, or authorize other persons to construct, maintain or operate any structures or appurtenances in the easement granted by the County which are not expressly authorized and permitted by the County in writing in the easement or in this Agreement.
5. FDOT agrees, at FDOT's sole expense, to perform any additional work anywhere in the aforesaid canal deemed necessary by the County in the event water flow contraction, restriction or obstruction occurs at anytime in the canal during and after construction of the structures and appurtenances by FDOT in the easement granted herein.

6. FDOT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the FDOT or its officers, employees, agents, servants, partners, principals or subcontractors. The FDOT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the FDOT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the FDOT arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the FDOT.

7. Failure of the FDOT to utilize any portion of the easement hereby granted for highway purposes, shall cause that portion of the easement to revert immediately to the County and its grantees, successors and assigns.

8. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of FDOT.

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

ATTEST:

HARVEY RUVIN
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Print: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as _____, and _____, respectively of Miami-Dade County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of the County. They are personally known to me or who have produced _____, as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

Witnesses as to FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Sign: Alicia Trujillo
Print: **Alicia Trujillo, Esq.**

By: John Martinez
Title: District Secretary

1000 N.W. 111th Avenue
Miami, Florida 33172

Sign: Margaret Higgins
Print: Margaret Higgins

The foregoing instrument was acknowledged before me this 19th day of October, 2007 by John Martinez, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: Lisandra Diaz
Print: Lisandra Diaz

