

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2019-297

A RESOLUTION OF THE CITY COMMISSION RATIFYING A MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CORAL GABLES AND A MAINTENANCE AGREEMENT BETWEEN 251 S DIXIE LLC AND THE CITY OF CORAL GABLES RELATED TO GABLES STATION IMPROVEMENTS.

WHEREAS, the City of Coral Gables has issued building permits associated with the Gables Station project being built within the City, and pursuant to those permits certain modifications and improvements are being made to easements and rights-of-way under the jurisdiction of the Florida Department of Transportation, namely State Road 5, also known as US-1; and

WHEREAS, the Maintenance Memorandum of Agreement (“MMOA”), attached as **Exhibit A**, sets forth the maintenance responsibilities for certain modifications and improvements within the Gables Station project limits that may be located on Florida Department of Transportation easements and rights-of-way; and

WHEREAS, 251 S Dixie LLC (“Owner”) is the owner of the real property upon which the Gables Station project is being built and the Maintenance Agreement, attached as **Exhibit B**, sets forth the Owner’s obligations to improve and maintain the maintenance area and improvements consistent with the City’s obligations in the MMOA; and

WHEREAS, the City Commission would like to ratify the MMOA and the Maintenance Agreement and authorizes the City Manager to execute any necessary amendments to the MMOA and Maintenance Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission hereby ratifies the Florida Department on Transportation Gables Station Improvements Maintenance Memorandum of Agreement with the City of Coral Gables and the Maintenance Agreement between 251 S Dixie, LLC and the City of Coral Gables, executed by the City in September of 2019, and

authorizes the City Manager to execute any related and necessary amendments to the Maintenance Memorandum of Agreement and the Maintenance Agreement.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS EIGHTH DAY OF OCTOBER, A.D., 2019.

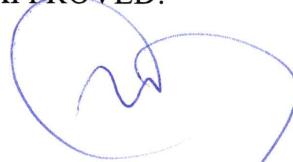
(Moved: Lago / Seconded: Mena)

(Yeas: Keon, Lago, Mena, Fors, Jr., Valdes-Fauli)

(Unanimous: 5-0)

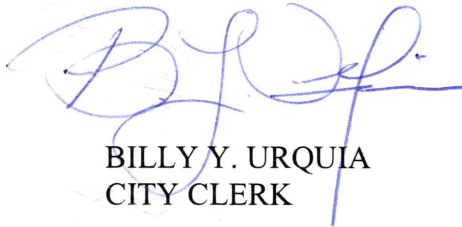
(Agenda Item: D-10)

APPROVED:



RAUL VALDES-FAULI
MAYOR

ATTEST:



BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



MIRIAM SOLER RAMOS
CITY ATTORNEY

**FLORIDA DEPARTMENT OF TRANSPORTATION
GABLES STATION IMPROVEMENTS
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH THE CITY OF CORAL GABLES**

This **AGREEMENT**, entered into on _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **City of Coral Gables**, a municipal corporation of the State of Florida, hereinafter called the **CITY**, and collectively referred to as the **PARTIES**.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road 5 (US-1) (South Dixie Highway) from S. Grand Avenue to Ponce DeLeon Boulevard**, which is located within the limits of the **CITY**; and
- B. Pursuant to **Permit # 2018-A-690-007, 2019-L-690-00007 and 2019-D-690-00043**, certain modifications and improvements within **DEPARTMENT** right-of-way and easements on State Road 5 from S. Grand Avenue to Ponce DeLeon Boulevard, the limits of which are further described Exhibit 'A' attached hereto and made part hereof (**PROJECT LIMITS**), have been approved in accordance with the design plans referenced in said Permit (**PLANS**); and
- C. Pursuant to **Permit # 2018-A-690-007, 2019-L-690-00007 and 2019-D-690-00043**, modifications and improvements were made within private property, as shown in Exhibit 'B', and specifically included in the **PROJECT LIMITS**; and
- D. The **CITY** has agreed to maintain the above-referenced modifications and improvements within the **PROJECT LIMITS** and any future modifications and improvements which may be permitted by the **DEPARTMENT** within the **PROJECT LIMITS** at a later date (hereinafter the **IMPROVEMENTS**); and
- E. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the **IMPROVEMENTS**; and

F. The **CITY** desires to enter into this **AGREEMENT** and its officers are authorized to do so.

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

1. RECITALS

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

2. ASSIGNMENT

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute the assignment of all maintenance and repair responsibilities and obligations pertaining to the **IMPROVEMENTS** within the **PROJECT LIMITS** to the **CITY**, in perpetuity.

3. DEPARTMENT RESPONSIBILITIES

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **CITY** is performing its duties pursuant to this **AGREEMENT**. The **DEPARTMENT** shall share with the **CITY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**.

The **DEPARTMENT** will be responsible for the maintenance and repair of the turn lane, curb and gutter, and inlets.

4. CITY'S RESPONSIBILITIES

The **CITY** shall inspect, manage and perform maintenance and repairs of all **IMPROVEMENTS** located within the **PROJECT LIMITS**, including all repairs to the covered walkway above the **IMPROVEMENTS**. The **CITY** shall further inspect the **PROJECT LIMITS** to ensure that no unpermitted **IMPROVEMENTS** or modifications are installed or constructed, and that any such unpermitted **IMPROVEMENTS** or modifications are immediately removed, or permitted in accordance with the **DEPARTMENT'S**

permitting requirements. Notwithstanding the foregoing, the **CITY** shall be obligated to remove any **IMPROVEMENTS** or features within the **PROJECT LIMITS** that may cause an unsafe condition to the public.

The **CITY's** maintenance and repair obligations shall extend and include, but not be limited to, sidewalks, sidewalk lighting, pavers, pedestrian ramps, grass, landscape, planters, irrigation, vents, and grates located within the **PROJECT LIMITS** on State Right of Way and easements.

The **CITY** shall be responsible for and inspect, maintain, repair and manage or cause to be maintained and repaired all aboveground features located within the footprints of the **PROJECT LIMITS**, including but not limited to commercial elements, banners, vending machines, decorative lighting, ornamental light fixtures, benches, ash urns, trash receptacles, bicycle racks, valet parking stations, play/entertainment areas, event tents and platforms, kiosks, tables and chairs, advertising items, decorations, and other features installed within the **PROJECT LIMITS** from time to time, pursuant to a duly issued permit.

The **CITY** shall ensure that a **CLEAR PEDESTRIAN PATH** is maintained at all time in the State Right of Way and easements, within the **PROJECT LIMITS**. For purposes of this **AGREEMENT**, the **CLEAR PEDESTRIAN PATH** is defined as an American Disabilities Act (ADA) compliant continuous, properly lighted, safe and unobstructed way of pedestrian passage within the **PROJECT LIMITS**, extending horizontally six (6) feet. No **IMPROVEMENTS**, features, obstructions or encroachments of any kind shall be permitted within the **CLEAR PEDESTRIAN PATH** at any time, except as may be required, and approved by the **DEPARTMENT**, pursuant to the Paragraph hereunder.

The **CITY** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, when the **DEPARTMENT** does not have guidelines, standards, and procedures related to certain maintenance activities, the **CITY** shall maintain the **IMPROVEMENTS** in accordance with Federal standards, guidelines, and procedures, as may be amended from time to

time, and in accordance with the standards set forth in the **PLANS**, in the Project Specifications, Special Provisions and all Manufacturer's and Vendor's maintenance recommendations. The **CITY** shall ensure that any **IMPROVEMENTS** comply with the terms of this **AGREEMENT** and meet the **DEPARTMENTS'**s safety guidelines.

4.1 The **CITY's** responsibilities and maintenance obligations hereunder shall include, but not be limited to:

- a. Performing routine and regular inspections of the **CLEAR PEDESTRIAN PATH** surface to ensure that the surface is ADA compliant;
- b. Identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged areas to ensure surfaces are maintained and that they do not pose safety hazards for the public.
- c. Conducting annual condition surveys of the surfaces for gaps, settlement, drop-offs, delamination, cracking and other deficiencies described in this **AGREEMENT**.
- d. Ensuring that gaps within the surfaces shall not exceed a quarter (1/4) of an inch. Differential settlement within the concrete/finish surfaces shall not exceed a quarter (1/4) of an inch in depth.
- e. Undertaking the maintenance and repair (when needed) of proposed detectable warning surface as specified in the **PLANS** and the latest **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION** and in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable ADA requirements, as amended from time to time.
- f. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- g. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.

- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- i. When remedial action is required in accordance with the above requirements, the **CITY** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.
- j. The **CITY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.
- k. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- l. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of the sidewalk or a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

5. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **CITY's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **CITY MANAGER**, to notify the **CITY** of the maintenance deficiencies. From the date of receipt of the notice, the **CITY** shall have a period of thirty (30) calendar days, within which to correct the cited

deficiency or deficiencies. Receipt is determined in accordance with Section 6 of this **AGREEMENT**.

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

- a. Maintain the **IMPROVEMENTS** or a part thereof and invoice the **CITY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 8, remove any or all **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **CITY** the reasonable cost of such removal; and
- c. Enforce the terms set forth in the Sidewalk Easement and Transportation Easement, both recorded in Miami-Dade County, between the **DEPARTMENT** and the property owner.

6. NOTICES

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

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

To the CITY: City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134
Attention: City Manager

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

7. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the

event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **CITY's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

8. TERMINATION

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

- a. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under Section 4 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 5 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

9. TERMS

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES**. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 7.
- b. E-Verify

The **CITY** shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

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

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.

- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

10. INDEMNIFICATION

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

The **CITY's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **CITY's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 6 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **CITY** of a claim shall not release the

CITY of the above duty to defend and indemnify the **DEPARTMENT**.

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

The **CITY's** evaluation of liability or its inability to evaluate liability shall not excuse the **CITY's** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **CITY**.

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

CITY OF CORAL GABLES:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY:  _____
CITY Manager

BY: _____
District Director of
Transportation Operations

ATTEST:  _____ (SEAL)
CITY Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY:  _____
CITY Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the modifications to the State right-of-way including easements (**IMPROVEMENTS**) to be maintained under this **AGREEMENT**.

State Road Number: SR 5 (US-1)

Local Road Names: South Dixie Highway

AGREEMENT Limits: West Side of SR 5 (US-1) from S. Grand
Avenue to Ponce DeLeon Boulevard

County: Miami-Dade

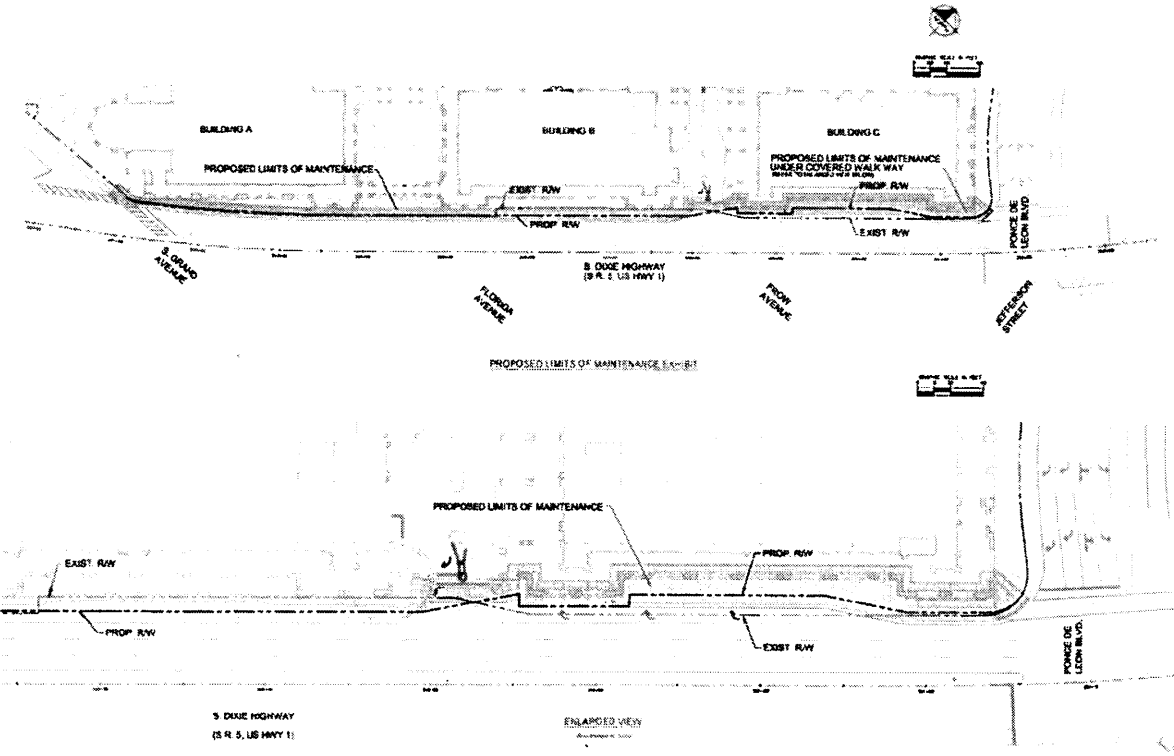
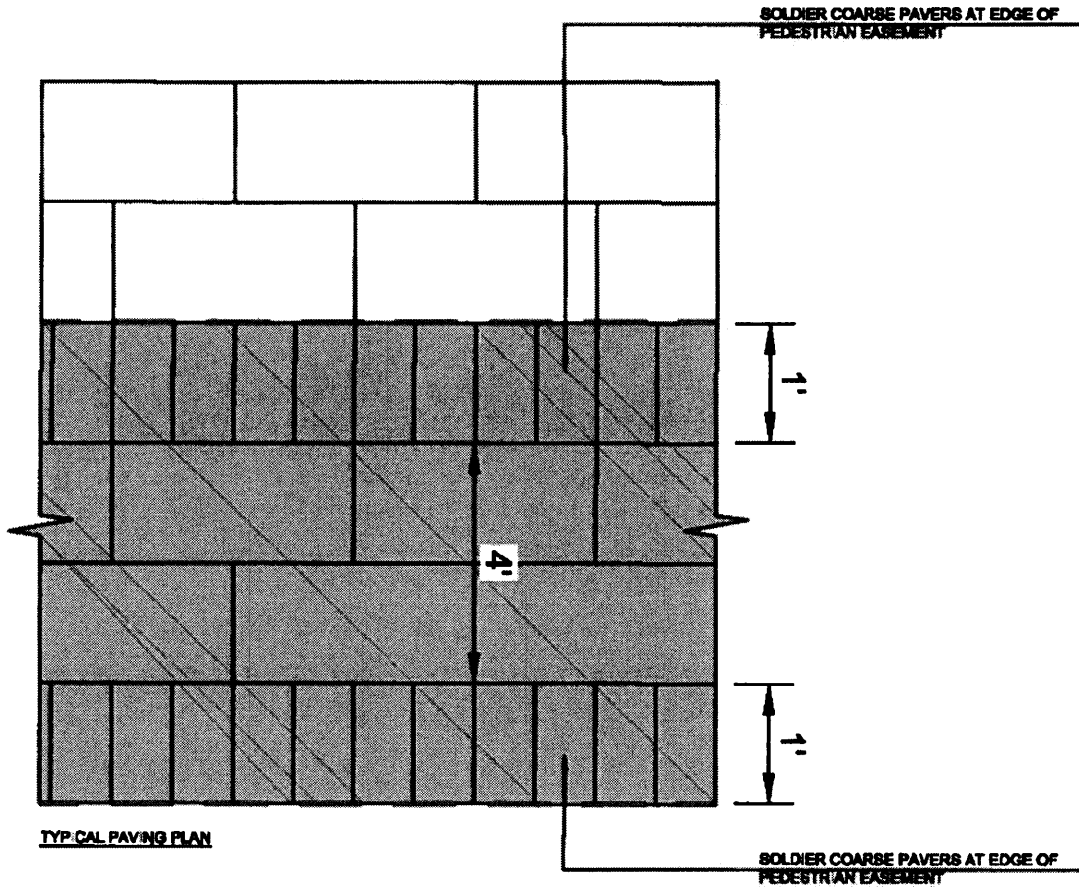


EXHIBIT 'B'

PEDESTRIAN EASEMENT



SECTION

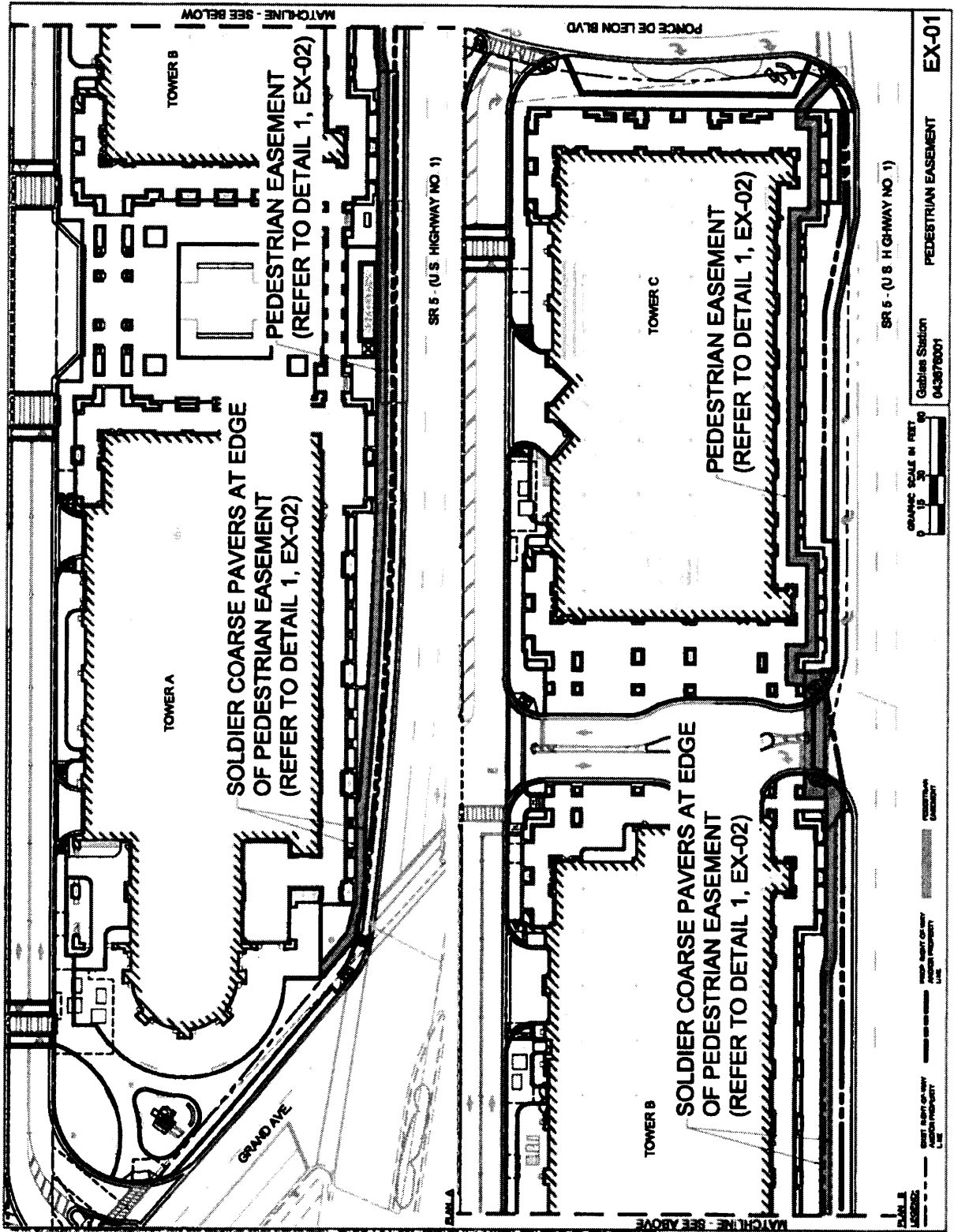
PAVER NOTE:

- SEE L-300 307 SERIES, HARDSCAPE SCHEDULE FOR PAVER SPECIFICATIONS

NOTES:

- SEE L-300 SERIES, HARDSCAPE PLANS, CALLOUTS AND SCHEDULE
- SEE PAVER MANUFACTURER'S DETAILS AND INSTALLATION SPECIFICATIONS
- SEE CIVIL DRAWINGS FOR BASE AND SUB-BASE SPECIFICATIONS
- DARK GREY GROUT COLOR SAMPLE TO BE SUBMITTED TO L.A. FOR REVIEW, PRIOR TO CONSTRUCTION

① PEDESTRIAN PAVERS
NTS



This instrument was prepared by
and after recording return to:

Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart PA
600 Brickell Avenue, Suite 3500
Miami, Florida 33131

(Space reserved for Clerk)

MAINTENANCE AGREEMENT

(U.S.1 Sidewalk and FDOT ROW)

THIS MAINTENANCE AGREEMENT (the "Agreement") is made on this ___ day of _____, 2019, by 251 S DIXIE LLC, a Delaware limited liability company ("Owner"), whose place of business and mailing address is c/o NP International USA, LLC, 2020 Ponce de Leon Boulevard, Suite 1104, Coral Gables, FL 33134, to and for the benefit of the CITY OF CORAL GABLES, a municipal corporation under the laws of the State of Florida (the "City"), having an address at 405 Biltmore Way, Coral Gables, Florida, 33134 (collectively, the "Parties").

RECITALS

WHEREAS, Owner owns and holds fee simple title to that certain real property legally described in **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), and intends to develop a mixed-use project on the Property (the "Project"); and

WHEREAS, on July 26, 2016, the City approved a Planned Area Development ("PAD") for the Project pursuant to Ordinance No. 2016-43 (Amended); and

WHEREAS, Owner has granted an easement over and across a portion of its land which portion is legally described in the attached **Exhibit "B"** (the "Sidewalk Area") to the Florida Department of Transportation ("FDOT") for use as a sidewalk along U.S.1 pursuant to Grant of Sidewalk Easement recorded on _____, 2019, at Book ____, Page ____ of the Official Records of Miami-Dade County; and

WHEREAS, modifications and improvements were made to the Owner Sidewalk Area as well as the sidewalk area within the FDOT right-of-way and easements adjacent to the Project (the "FDOT ROW"), (together with the Sidewalk Area, the "Maintenance Area") pursuant to Permit # 2018-A-690-007, 2019-L-690-00007 and 2019-D-690-0043;

WHEREAS, the Maintenance Area is depicted in the attached **Exhibit "C"**.

WHEREAS, City and FDOT have entered into that certain Florida Department of Transportation Gables Station Improvements Maintenance Memorandum of Agreement with the City of Coral Gables dated _____, 2019 (the “MMA”); and

WHEREAS, the Parties desire to enter into an agreement for maintenance of the Maintenance Area as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein by reference in their entirety.
2. Improvements. Owner, at its sole cost and expense, shall improve the Maintenance Area (the “Improvements”), in conjunction with its development of the Project, and in accordance with a design to be designated by Owner and in compliance with all applicable laws and other legal requirements. Owner shall thereafter maintain the Maintenance Area at its sole cost and expense.
3. Maintenance and Expense. Owner, at its sole cost and expense, shall maintain the Maintenance Area and the Improvements thereon in good order, condition, and repair and in a safe, clean, fully functional and attractive manner consistent with the “City’s Responsibilities” in sections 4, 5, 7, and 8 of the MMA, which are attached hereto as **Exhibit “D”**.
4. Insurance. Owner, at its sole cost and expense, shall procure and maintain at all times throughout the term of this Agreement, a comprehensive commercial general liability insurance policy written on an occurrence basis, issued by a good and solvent insurance company authorized and licensed to do business under the laws of the State of Florida.
5. Indemnification and Hold Harmless. Owner agrees to indemnify, defend, and hold harmless the City its commissioners, officers, attorneys, consultants, agents, and employees from and against all claims, damages losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting, in whole or part, from the execution of this Agreement or from any claim or allegation related to their capacity or authority to execute this Agreement. Moreover, Owner agrees that nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law afforded to the City.
6. Term. This Agreement shall run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this

Agreement is recorded after which time it shall be extended automatically for successive periods of ten (10) years, until such time as the same is modified, released or terminated as set forth herein. Should this Agreement be modified, released or terminated, the City shall forthwith execute a written instrument effectuating and acknowledging such modification, release or termination.

7. Modification. This Agreement may be modified, amended, or released as to the land herein described, or any portion thereof, by written instrument executed by the then owner(s) of the Property, including joinders of all mortgagees, if any, and further provided that the same is also approved by the City of Coral Gables. Should this Agreement be so modified, amended or released, the City shall forthwith execute a written instrument effectuating and acknowledging such modifications, amendment, or release.
8. Enforcement. Enforcement shall be by action at law or in equity against any parties or person violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. In addition, in the event of a breach of this covenant, enforcement may be by action at law or in equity against any parties or person(s) violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The parties agree that a breach of this covenant shall create, in favor of the City, the presumption of irreparable harm for the purposes of any injunctive relief.
9. Election of Remedies. All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.
10. Severability. Invalidation of this Agreement, by judgment or Court order, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.
11. Recording. This Agreement shall be recorded in the public records of Miami-Dade County, Florida, at the sole cost and expense of Owner and shall become effective immediately upon recordation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement this _____ day of _____, 2019.

WITNESS:

[Signature]
Print Name: Jerad Graham

[Signature]
Print Name: Jean Rottman

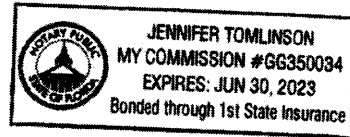
251 S DIXIE LLC, a Delaware limited liability company

By: [Signature]
Name: Brent M. Reynolds
Title: Authorized Representative

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Brent M. Reynolds, the Authorized Representative of 251 S DIXIE LLC, this 17th day of September, 2019 who [] personally known to me or [] produced _____ as identification.

[Signature]
Notary Public, State of Florida
Print Name: Jennifer Tomlinson
My commission expires: _____



IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement this _____ day of _____, 2019.

WITNESS:

Alex Tabatt
Print Name: Alexandra Tabatt

City of Coral Gables, a municipal corporation of the State of Florida

Sandra M. Rodriguez
Print Name: Sandra Rodriguez

By: [Signature]
Name: Peter J. Iglesias
Title: City Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Peter J. Iglesias the City Manager of the City of Coral Gables, a municipal corporation under the laws of the State of Florida, this 18th day of September, 2019 who is [] personally known to me or [] produced _____ as identification.

Notary Public, State of Florida
Print Name: Solanch Lopez
My commission expires: August 23, 2021



[Signature]

Approved as to form and legal sufficiency:

[Signature]
Miriam S. Ramos, City Attorney for the City of Coral Gables
Cristina M. Suarez, Deputy City Attorney

Attest:
[Signature]
Billy Y. Urquia
City Clerk

CONSENT OF LENDER

The undersigned, Bank OZK ("Mortgagee"), successor in interest to Bank of the Ozarks, hereby certifies that Mortgagee is the holder of a mortgage, lien, or other encumbrance upon the Property described in the foregoing Maintenance Agreement (the "Agreement"), and that Mortgagee hereby consents to the Agreement and agrees that the lien of its Mortgage, Security Agreement and Fixture Financing Statement, which is recorded in Official Records Book 30282, Page 2927, as affected by that certain Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement recorded in Official Records Book 30815, Page 2101, shall be and hereby is subordinated to the Agreement.

WITNESSES:

MORTGAGEE:

BANK OZK,
successor in interest to Bank of the Ozarks

Robert Krenek
Print Name: Robert Krenek

By: *7-7-19*
Name: Juan Gonzalez
Title: Managing Director

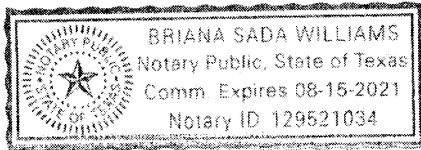
Jordan Snyder
Print Name: Jordan Snyder

NOTARIZATION

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS IS TO CERTIFY, that on this 19 day of September, 2019, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Juan Gonzalez as Managing Director of Bank OZK, who is personally known to me or [] produced _____ as identification, and executed this Joinder.



Briana Sada Williams
NOTARY PUBLIC STATE OF Texas
Print Name: Briana Sada Williams
Commission No: 129521034
Commission Expires: 8/15/2021

EXHIBIT "A"

LEGAL DESCRIPTION

Tracts A and B of the REPLAT OF BLOCK 5 OF THE COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBAN'S PARK, according to the Plat recorded in Plat Book 44, Page 22, of the Public Records of Miami-Dade County, Florida, less that portion dedicated for State Road No. 5 (U.S. No. 1).

AND

Beginning at a monument at the most westerly corner of Tract 1, as shown on REVISED PLAT OF PORTIONS OF COMBINED & SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT & ST. ALBAN'S PARK (P.B. 5-81) AND AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER (P.B. 25-66), according to the Plat thereof, recorded in Plat Book 42, Page 44, of the Public Records of Miami-Dade County, Florida; thence Northeasterly along the Southeasterly right-of-way line of the Florida East Coast Railway, a distance of 158.95 feet to a pipe; thence deflecting to the right $87^{\circ} 20' 30''$ and in a Southeasterly direction, a distance of 200.12 feet to a pipe in the Northwesterly line of South Dixie Highway; thence deflecting to the right $92^{\circ} 39' 15''$ and in a Southwesterly direction along the Northwesterly line of the aforesaid South Dixie Highway, a distance of 168.28 feet to a pipe at the intersection of the Northwesterly line of South Dixie Highway and the Northeasterly line of Harding Crossing; thence deflecting to the right $90^{\circ} 1' 9''$ and in a Northwesterly direction along the Northeasterly line of Harding Crossing, a distance of 199.92 feet to Point of Beginning; less and excepting therefrom the Southeasterly 26 feet thereof, acquired for widening of State Road No. 5, according to Right-of-way map recorded in Plat Book 57, Page 65, of the Public Records of Miami-Dade County, Florida.

AND

That certain street designated as "Harding Crossing" described as that Street bounded on the Northwest by the Southeasterly Right-of-way of the former Florida East Coast Railway, on the Southwest by said Tract A, and on the Southeast by the Northwesterly Right-of-way line of State Road No. 5, and on the Northeast by said Tract 1.

AND

A portion of Tract 1 of REVISED PLAT OF PORTIONS OF COMBINED & SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT & ST. ALBAN'S PARK (P.B. 5-81) AND AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER (P.B. 25-66), according to the Plat thereof, as recorded in Plat Book 42, at Page 44, of the Public Records of Miami-Dade County, Florida; together with a portion of that street Right-of-way

lying Northeasterly of and adjacent to said Tract 1, being more particularly described as follows:

Commence at the Northwesterly line of said Tract 1 extended for a distance of 21.81 feet to the Point of Beginning of the tract of land hereinafter described, said point being situated on the arc of circular curve concave to the Northeast and having for its elements a radius of 350.00 feet and a central angle of $20^{\circ} 16' 01''$; thence run Southeasterly along the arc of said curve for a distance of 123.80 feet to a point of tangency on the Northeasterly line of said Tract 1; said point being 65.04 feet Northwest of (as measured along the Northeasterly line of said Tract 1) the most Easterly corner of said Tract 1; thence run South $50^{\circ} 47' 44''$ East along the Northeasterly line of said Tract 1 for a distance of 22.71 feet to a point of curvature of a circular curve to the West and having for its elements a radius of 25.00 feet and a central angle of $95^{\circ} 03' 47''$; thence run Southeasterly along the arc of said curve, for a distance of 41.48 feet to a point of compound curvature with another circular curve concave to the Northwest and having for its elements a radius of 1867.58 feet and a central angle of $1^{\circ} 31' 41''$; thence run Southwesterly along the arc of said curve for a distance of 49.81 feet to a point of tangency; thence run South $45^{\circ} 47' 44''$ West for a distance of 100.60 feet to a point; thence run North $46^{\circ} 50' 28''$ West for a distance of 174.18 feet to a point on the Northwesterly line of said Tract 1; thence run North $45^{\circ} 47' 44''$ East along the Northwesterly line of said Tract 1 for a distance of 187.58 feet to the Point of Beginning. Said tract of land lying and being situated in the City of Coral Gables, Miami-Dade County, Florida.

LESS AND EXCEPT the property conveyed to FDOT for right turn lane in Deed recorded in Official Records Book 28719, Page 4921, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

SIDEWALK AREA

(See following pages)

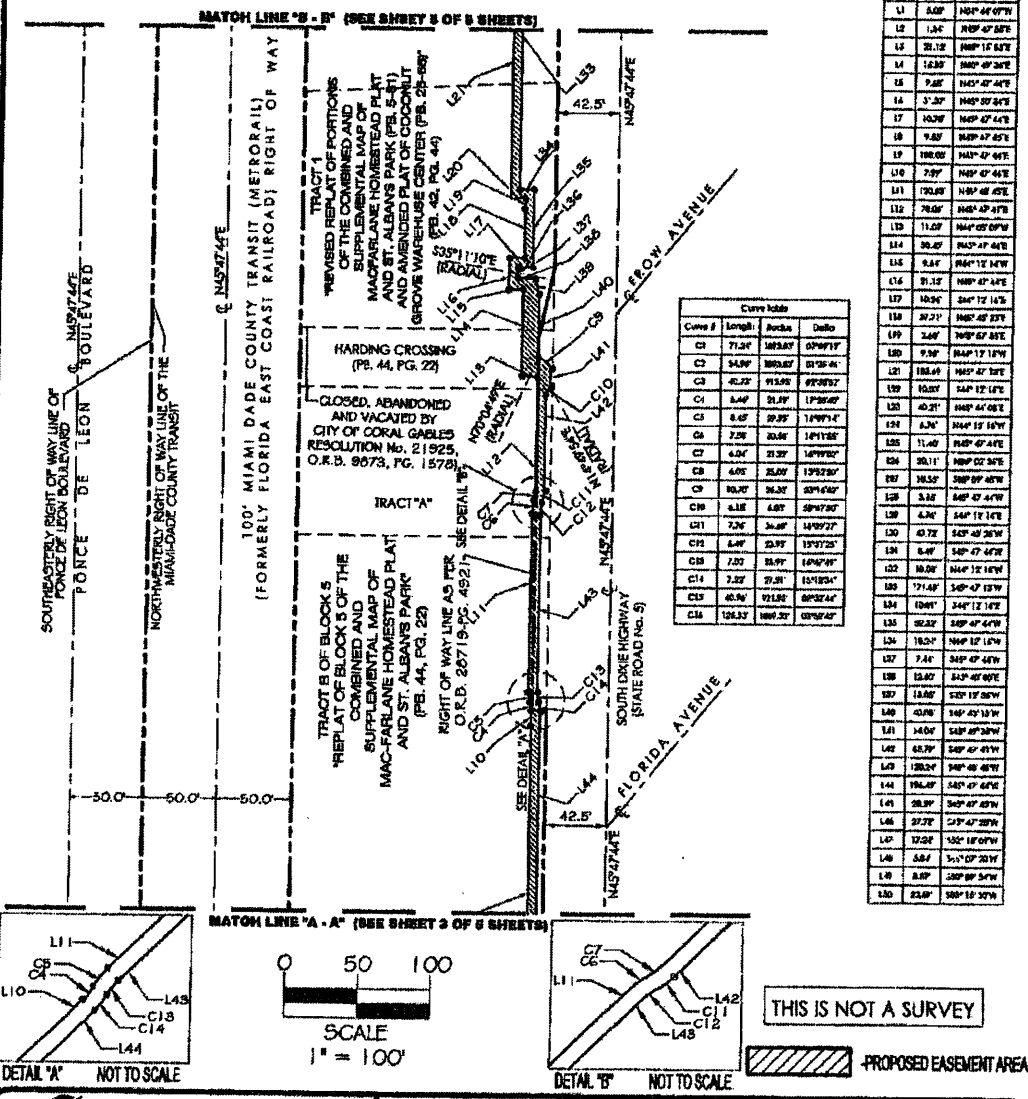
NOTICE: This document consists of 5 pages and not valid, full and complete without all pages.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

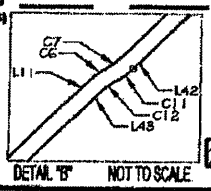
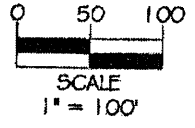
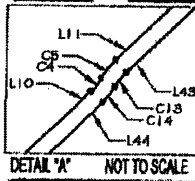
PERPETUAL SIDEWALK EASEMENT

SECTION 20 - TOWNSHIP 54 SOUTH - RANGE 41 EAST



Line Total		
Line #	Length	Bearing
L1	6.00'	N85°46'07"W
L2	1.54'	N85°47'48"E
L3	21.12'	N85°15'43"E
L4	14.20'	N85°47'34"E
L5	9.22'	N85°47'44"E
L6	37.27'	N85°57'57"E
L7	16.70'	N85°47'44"E
L8	9.80'	N85°47'48"E
L9	100.00'	N85°47'48"E
L10	7.97'	N85°47'44"E
L11	150.45'	N85°48'45"E
L12	76.60'	N85°47'48"E
L13	11.07'	N85°07'09"W
L14	26.20'	N85°47'48"E
L15	8.84'	N86°12'14"W
L16	21.12'	N85°47'48"E
L17	16.70'	S84°12'14"E
L18	37.27'	N85°48'45"E
L19	2.40'	N85°47'48"E
L20	9.80'	N85°17'13"W
L21	18.45'	N85°47'48"E
L22	10.00'	S84°12'14"E
L23	40.21'	N85°44'02"E
L24	6.20'	N85°12'14"W
L25	11.40'	N85°47'48"E
L26	30.11'	N85°52'34"E
L27	16.50'	S85°09'45"W
L28	3.82'	S85°47'44"W
L29	6.20'	S84°12'14"E
L30	43.72'	S85°42'26"W
L31	6.40'	S85°47'44"W
L32	10.00'	N85°12'14"E
L33	17.14'	S85°47'13"W
L34	10.00'	S84°12'14"E
L35	20.22'	S85°47'44"W
L36	18.20'	N85°12'14"W
L37	7.82'	S85°47'48"W
L38	13.42'	S13°44'00"E
L39	13.40'	S85°17'50"W
L40	40.90'	S85°42'13"W
L41	14.00'	S85°47'34"W
L42	48.79'	S85°47'44"W
L43	120.24'	N85°48'48"W
L44	194.40'	S85°47'48"E
L45	28.30'	S85°47'48"W
L46	27.72'	S77°47'20"W
L47	17.52'	S85°18'09"W
L48	5.84'	S85°07'20"W
L49	8.80'	S85°07'50"W
L50	23.40'	S85°18'30"W

Curve Table			
Curve #	Length	Radius	Delta
C1	71.24'	1053.87'	6°09'17"
C2	54.89'	1053.87'	11°30'41"
C3	41.72'	915.89'	16°09'57"
C4	8.40'	21.89'	1°09'40"
C5	8.40'	29.22'	1°09'14"
C6	7.20'	23.56'	1°11'28"
C7	4.20'	23.27'	1°09'28"
C8	6.00'	25.00'	1°02'20"
C9	10.00'	26.32'	2°04'40"
C10	4.18'	4.87'	89°47'30"
C11	7.20'	34.40'	14°07'27"
C12	6.40'	23.99'	1°07'25"
C13	7.00'	15.99'	1°04'44"
C14	2.22'	27.21'	1°11'25.4"
C15	40.50'	71.82'	8°02'44"
C16	126.32'	100.22'	10°08'40"



THIS IS NOT A SURVEY



LONGITUDE
SURVEYORS
7769 NW 48 STREET SUITE 375
DORAL FLORIDA 33166
PHONE: (305) 663-0912
FAX: (305) 615-6680
WWW.LONGITUDESURVEYORS.COM

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEC. No.:
SECT./JOB No.:
FAP No.:
SR No.:
COUNTY:
PARCEL No.:

LEGEND

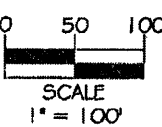
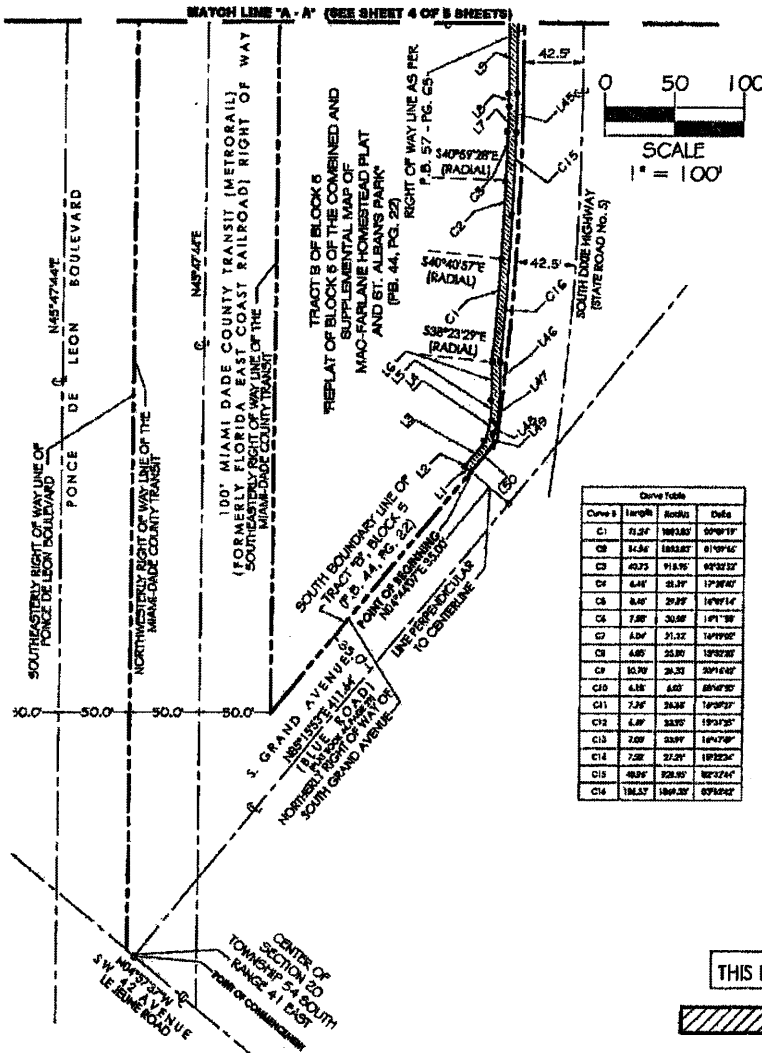
PC	POINT OF CURVATURE	R	RIGHT
PT	POINT OF TANGENCY	AC	ARC
TA	TANGENT	PC	POINT OF CURVATURE
CA	CURVE AREA	PT	POINT OF TANGENCY
CP	CURVE POINT	TA	TANGENT
CP	CURVE POINT	CA	CURVE AREA
CP	CURVE POINT	CP	POINT OF CURVATURE
CP	CURVE POINT	PT	POINT OF TANGENCY
CP	CURVE POINT	TA	TANGENT
CP	CURVE POINT	CA	CURVE AREA

NOTICE: This document consists of 5 pages and not valid, full and complete without all pages.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PERPETUAL SIDEWALK EASEMENT

SECTION 20 - TOWNSHIP 54 SOUTH - RANGE 41 EAST



Sta #	Length	Direction
01	6.00'	N89°42'07"W
02	1.84'	N89°47'58"E
03	20.22'	N89°13'57"E
04	14.87'	N89°09'58"E
05	7.80'	N89°17'48"E
06	20.27'	N89°02'58"E
07	10.70'	N89°07'48"E
08	7.80'	N89°17'48"E
09	100.00'	N89°07'48"E
10	7.80'	N89°07'48"E
11	120.00'	N89°07'48"E
12	70.00'	N89°07'48"E
13	11.00'	N89°07'48"E
14	20.45'	N89°07'48"E
15	9.64'	N89°12'58"W
16	25.10'	N89°07'48"E
17	30.24'	S89°17'14"E
18	27.71'	N89°02'58"E
19	2.80'	N89°07'48"E
20	9.56'	N89°12'14"W
21	102.00'	N89°07'12"E
22	100.00'	S89°12'14"E
23	40.25'	N89°44'58"E
24	6.76'	N89°12'14"W
25	11.40'	N89°07'48"E
26	30.17'	N89°02'36"E
27	18.80'	N89°07'48"W
28	3.80'	S89°07'48"W
29	6.76'	S89°12'14"E
30	43.72'	S89°12'25"W
31	8.40'	S89°17'48"E
32	60.24'	S89°12'14"W
33	171.00'	S89°07'12"W
34	10.00'	S89°12'14"E
35	80.20'	S89°07'48"W
36	10.20'	N89°11'14"W
37	7.44'	S89°17'48"W
38	42.40'	S89°02'58"E
39	15.00'	S89°12'36"W
40	48.00'	S89°02'12"W
41	14.00'	S89°07'35"W
42	65.70'	S89°07'48"W
43	201.20'	S89°07'48"W
44	106.10'	S89°07'48"W
45	20.20'	S89°07'48"W
46	27.72'	S89°07'35"W
47	12.80'	S89°12'00"W
48	8.60'	S89°07'00"W
49	8.80'	S89°07'34"W
50	23.40'	S89°07'35"W

Curve #	Length	Radius	Delta
C1	71.27'	1803.82'	20°09'12"
C2	43.82'	1083.67'	21°09'16"
C3	40.72'	918.70'	20°22'27"
C4	6.48'	25.29'	17°30'40"
C5	8.40'	29.29'	18°09'14"
C6	7.80'	30.88'	17°11'30"
C7	6.64'	21.32'	14°09'02"
C8	4.80'	23.80'	12°02'30"
C9	10.70'	26.20'	20°16'40"
C10	4.18'	6.00'	88°04'30"
C11	7.20'	26.20'	18°07'27"
C12	4.80'	33.70'	19°07'25"
C13	2.00'	33.90'	18°07'20"
C14	7.20'	27.20'	18°22'24"
C15	40.24'	228.00'	18°12'14"
C16	184.27'	1849.27'	89°04'02"

THIS IS NOT A SURVEY



LONGITUDE
SURVEYORS
7769 NW 48 STREET SUITE 375
DORAL FLORIDA 33166
* PHONE: (305) 463-6912 *
* FAX: (305) 563-5680 *
* WWW.LONGITUDESURVEYORS.COM * JOB No. 18391

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.:
SECT/JOB No.:
FAP No.:
SR No.:
COUNTY:
PARCEL No.:

LEGEND
PC POINT OF CURVATURE
CPT POINT OF TANGENCY
B BENCHMARK
STB STATION
ME MEASUREMENT
P.L. PLY BOOK
PL POINT OF LONG-TANGENT CURVATURE
R RADIUS
S SLOPE
C CHORD
P.P. POINT OF BEGINNING
P.P.C. POINT OF CURVATURE
P.P.T. POINT OF TANGENCY
P.R.C. POINT OF REVERSE CURVATURE
P.R.P. POINT OF INTERSECTION
P.V.C. POINT OF VERTICAL CURVATURE

NOTICE: This document consists of 6 pages and not valid, full and complete without all pages.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PERPETUAL SIDEWALK EASEMENT

SECTION 20 • TOWNSHIP 34 SOUTH • RANGE 41 EAST

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF TRACT 1 OF REVISED PLAT OF PORTIONS OF COMBINED & SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT & ST. ALBAN'S PARK (PLAT BOOK 5 AT PAGE 81) AND AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER (PLAT BOOK 25 AT PAGE 647, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, AT PAGE 44, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF SW 42 AVENUE AND SOUTH GRAND AVENUE (BLUE ROAD, PLAT BOOK 44 AT PAGE 22), SAID INTERSECTION ALSO BEING THE CENTER OF SECTION 20, TOWNSHIP 34 SOUTH, RANGE 41 EAST, THENCE RUN N 85°15'53" E ALONG THE CENTERLINE OF SOUTH GRAND AVENUE (BLUE ROAD) FOR A DISTANCE OF 411.64 FEET TO A POINT; THENCE RUN N 04°44'07" E ALONG A LINE PERPENDICULAR TO THE SAID CENTERLINE OF SOUTH GRAND AVENUE (BLUE ROAD) FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE SOUTH BOUNDARY LINE OF TRACT "B" OF BLOCK 5 (PLAT BOOK 44, PG. 22) ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SOUTH GRAND AVENUE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 04°44'07" W FOR A DISTANCE OF 5.02 FEET TO A POINT; THENCE RUN N 45°47'58" E FOR A DISTANCE OF 1.54 FEET TO A POINT; THENCE N 85°15'53" E A DISTANCE OF 21.12 FEET TO A POINT; THENCE RUN N 60°49'34" E A DISTANCE OF 16.82 FEET TO A POINT; THENCE RUN N 45°47'44" E A DISTANCE OF 9.68 FEET TO A POINT; THENCE RUN N 45°50'34" E FOR A DISTANCE OF 31.37 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,893.83 FEET; THENCE FROM A RADIAL BEARING OF S 38°23'27" E FROM THE CENTER OF SAID CURVE, RUN NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°09'19" FOR AN ARC DISTANCE OF 71.24 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,893.83 FEET; THENCE FROM A RADIAL BEARING OF S 40°40'57" E FROM THE CENTER OF SAID CURVE, RUN NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°39'46" FOR AN ARC DISTANCE OF 54.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 915.95 FEET; THENCE FROM A RADIAL BEARING OF S 40°59'28" E FROM THE CENTER OF SAID CURVE, RUN NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°32'52" FOR AN ARC DISTANCE OF 40.73 FEET TO A POINT; THENCE RUN N 45°47'44" E A DISTANCE OF 10.70 FEET TO A POINT; THENCE RUN N 45°47'45" E A DISTANCE OF 9.55 FEET TO A POINT; THENCE N 45°47'44" E A DISTANCE OF 188.08 FEET TO A POINT; THENCE RUN N 45°47'44" E FOR A DISTANCE OF 7.99 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 21.19 FEET; THENCE RUN NORTHEASTERLY ALONG SAID TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°28'40" FOR AN ARC DISTANCE OF 6.44 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 29.95 FEET; THENCE RUN NORTHEASTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°09'14" FOR AN ARC DISTANCE OF 8.45 FEET TO A POINT; THENCE RUN N 45°48'45" E FOR A DISTANCE OF 120.63 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 30.58 FEET; THENCE RUN NORTHEASTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°11'55" FOR AN ARC DISTANCE OF 7.58 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 21.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°19'02" FOR AN ARC DISTANCE OF 6.04 FEET TO A POINT; THENCE RUN N 45°47'41" E FOR A DISTANCE OF 58.45 FEET TO A POINT; THENCE RUN N 44°12'14" W FOR A DISTANCE OF 9.64 FEET TO A POINT; THENCE RUN N 45°47'44" E FOR A DISTANCE OF 21.13 FEET TO A POINT; THENCE RUN S 44°12'16" E FOR A DISTANCE OF 10.24 FEET TO A POINT; THENCE RUN N 45°48'23" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE RUN N 45°57'53" E FOR A DISTANCE OF 2.60 FEET TO A POINT; THENCE RUN N 44°12'14" W A DISTANCE OF 9.98 FEET TO A POINT; THENCE N 45°47'13" E A DISTANCE OF 183.49 FEET TO A POINT; THENCE RUN S 44°12'16" E A DISTANCE OF 10.03 FEET TO A POINT; THENCE RUN N 45°47'08" E A DISTANCE OF 40.21 FEET TO A POINT; THENCE RUN N 44°12'16" W A DISTANCE OF 6.76 FEET TO A POINT; THENCE RUN N 45°47'44" E A DISTANCE OF 11.60 FEET TO A POINT; THENCE RUN N 88°02'36" E A DISTANCE OF 20.11 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET; THENCE FROM A RADIAL BEARING OF N 73°20'12" E FROM THE CENTER OF SAID CURVE, RUN SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°52'20" FOR AN ARC DISTANCE OF 6.05 FEET TO A POINT; THENCE RUN S 88°09'48" W A DISTANCE OF 18.55 FEET TO A POINT; THENCE RUN S 45°47'44" W A DISTANCE OF 3.34 FEET TO A POINT; THENCE S 44°12'16" E A DISTANCE OF 6.74 FEET TO A POINT; THENCE S 45°43'26" W A DISTANCE OF 43.72 FEET TO A POINT; THENCE RUN S 45°47'44" W FOR A DISTANCE OF 8.49 FEET TO A POINT; THENCE RUN N 44°12'16" W A DISTANCE OF 10.03 FEET TO A POINT; THENCE RUN S 45°47'13" W FOR A DISTANCE OF 171.49 FEET TO A POINT; THENCE RUN S 44°12'16" E FOR A DISTANCE OF 10.01 FEET TO A POINT; THENCE S 45°47'44" W A DISTANCE OF 52.32 FEET TO A POINT; THENCE N 44°12'16" W A DISTANCE OF 10.24 FEET TO A POINT; THENCE RUN S 45°47'44" W A DISTANCE OF 7.44 FEET TO A POINT; THENCE RUN S 45°43'15" W FOR A DISTANCE OF 40.08 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 26.33 FEET; THENCE FROM A RADIAL BEARING OF N 70°04'47" E FROM THE CENTER OF SAID CURVE, RUN SOUTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°16'42" FOR AN ARC DISTANCE OF 10.70 FEET TO A POINT; THENCE RUN S 45°49'25" W FOR A DISTANCE 14.04 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 6.03 FEET; THENCE FROM A RADIAL BEARING OF N 14°49'54" E FROM THE CENTER OF SAID CURVE, RUN SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 88°47'50" FOR AN ARC DISTANCE OF 6.18 FEET TO A POINT; THENCE RUN S 45°47'41" W FOR A DISTANCE OF 65.79 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 26.68 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°39'27" FOR AN ARC DISTANCE OF 7.76 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 23.95 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°31'25" FOR AN ARC DISTANCE OF 6.49 FEET TO A POINT; THENCE RUN S 45°48'46" W FOR A DISTANCE OF 120.24 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 23.99 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°47'49" FOR AN ARC DISTANCE OF 7.03 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 27.21 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°12'34" FOR AN ARC DISTANCE OF 7.22 FEET TO A POINT; THENCE RUN S 45°47'44" W FOR A DISTANCE OF 196.49 FEET TO A POINT; THENCE RUN S 45°47'45" W FOR A DISTANCE OF 20.29 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 921.95 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°32'44" FOR AN ARC DISTANCE OF 40.96 FEET TO A POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,869.33 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°52'42" FOR AN ARC DISTANCE OF 126.53 FEET TO A POINT; THENCE RUN S 45°47'28" W FOR A DISTANCE OF 27.72 FEET TO A POINT; THENCE RUN S 52°14'01" W FOR A DISTANCE OF 17.24 FEET TO A POINT; THENCE RUN S 66°07'20" W FOR A DISTANCE OF 3.84 FEET TO A POINT; THENCE RUN S 50°59'54" W FOR A DISTANCE OF 8.87 FEET TO A POINT; THENCE RUN S 85°15'53" W FOR A DISTANCE OF 23.69 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 7,121.17 SQUARE FEET, MORE OR LESS, BY CALCULATIONS.

LONGITUDE

SURVEYORS

7769 NW 48 STREET SUITE 375
DORAL FLORIDA 33166
PHONE: (305) 463-0912
FAX: (305) 613-5680

WWW.LONGITUDESURVEYORS.COM JOB No. 15391

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT V

ITEM/SEG. No.:

SECT./JOB No.:

FAP No.:

SR No.:

COUNTY:

PARCEL No.:

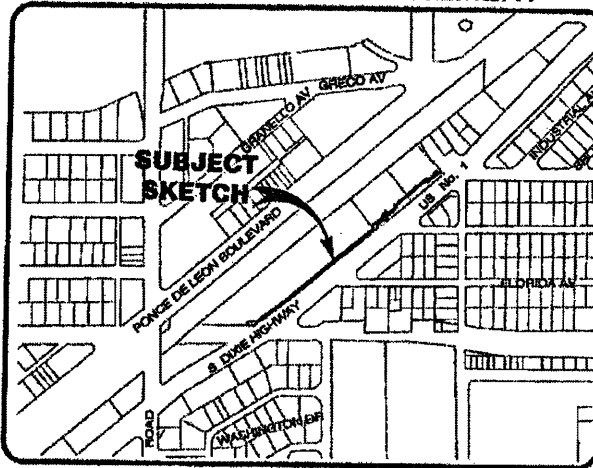
LEGEND

CC	JOINT CURVATURE	✓	ANCHOR
C	CENTERLINE	✓	RECORD
ST	POINT OF TANGENCY	✓	CHORD
DEL	DELTA	✓	POINT OF BEGINNING
OFF	OFFICIAL RECORD BOOK	✓	POINT OF COMMENCEMENT
GR	GROUP	✓	POINT OF TERMINATION
MS	MEASURED	✓	POINT OF REVERSE CURVATURE
PL	PLAT BOOK	✓	POINT OF NON-TANGENCY
PL	PAGE	✓	POINT OF INTERSECTION CURVATURE

SHEET 2 OF 6

NOTICE: This document consists of 6 pages and not valid, full and complete without all pages.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION PERPETUAL SIDEWALK EASEMENT



SECTION 20 - TOWNSHIP 84 SOUTH - RANGE 41 EAST

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT: **LOCATION MAP**
(NOT TO SCALE)

- THE LEGAL DESCRIPTION OF THE SUBJECT PARCEL WAS GENERATED FROM THE FOLLOWING DOCUMENTS:
1. PLAT OF REVISED PLAT OF PORTIONS OF COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBAN'S PARK (PS. 5-81) AND AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER (PL. 25-44), RECORDED IN PLAT BOOK 42, AT PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.
 2. PLAT OF REPEAT OF BLOCK 5 OF THE COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBAN'S PARK, RECORDED IN PLAT BOOK 44, AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.
 3. SOUTH CORRIDOR RIGHT OF WAY MAP, DRAWING NO. RW05-A AND RW06-A, PREPARED BY THE KAISER TRANSIT GROUP, APPROVED BY METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION ON MARCH 9, 1999.

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF SOUTH DUNE HIGHWAY (U.S. NO. 1) WITH AN ASSUMED BEARING OF N45°47'47"E, SAID LINE TO BE CONSIDERED A WELL ESTABLISHED AND MONUMENTED LINE.

EASEMENTS AND ENCUMBRANCES:

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT INFORMATION WAS PROVIDED AS TO THE EXISTENCE OF ANY EASEMENTS OTHER THAN WHAT APPEARS ON THE UNDERLYING PLAT OF RECORD. PLEASE REFER TO THE INSTRUMENTS THEM WITH RESPECT TO POSSIBLE RESTRICTIONS OF RECORD AND UTILITY SERVICES.

RESTRICTIONS:

SINCE NO OTHER INFORMATION WERE FURNISHED OTHER THAN WHAT IS CITED IN THE ABOVE PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA OR ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THIS DOCUMENT DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE DESCRIBED PROPERTY, OR ANY PART OR PARCEL THEREOF.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE 'PERPETUAL SIDEWALK EASEMENT' AND THE SURVEY MAP RESULTING THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID 'SKETCH TO ACCOMPANY LEGAL DESCRIPTION' MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE BEST PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, PURSUANT TO RULE 3-17.002 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS UNDERLYING LAW, CHAPTER 47.027 OF THE FLORIDA STATUTES.

LONGITUDE SURVEYORS, INC. A FLORIDA LIMITED LIABILITY COMPANY
FLORIDA CORPORATION OF JURISDICTION NUMBER 137203

BY: REGISTERED SURVEYOR AND MAPPING PROFESSIONAL STATE OF FLORIDA

SIGNATURE DATE: 4/24/19

THIS IS NOT A SURVEY

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

LONGITUDE

SURVEYORS

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• FAX: (305) 353-6680 •

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FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI

ITEM/SEG. No.:

SECT/JOB No.:

FAP No.:

SR No.:

COUNTY:

PARCEL No.:

SHEET 1 OF 5

LEGEND

PC	POINT OF COMMENCEMENT	R	RAISED
C	CORNER	RE	RECORDED
PL	POINT OF INTEREST	E	EASEMENT
A	ADJ. L.S.	POB	POINT OF BEGINNING
OR	OFFICIAL RECORD BOOK	POE	POINT OF EASEMENT
L	LINE	POV	POINT OF VIEW
MA	MEASURED	POC	POINT OF COMMENCEMENT
PL	PLAT BOOK	POI	POINT OF INTEREST
PG	PAGE	POF	POINT OF NON-EXISTENCE

EXHIBIT "C"

MAINTENANCE AREA

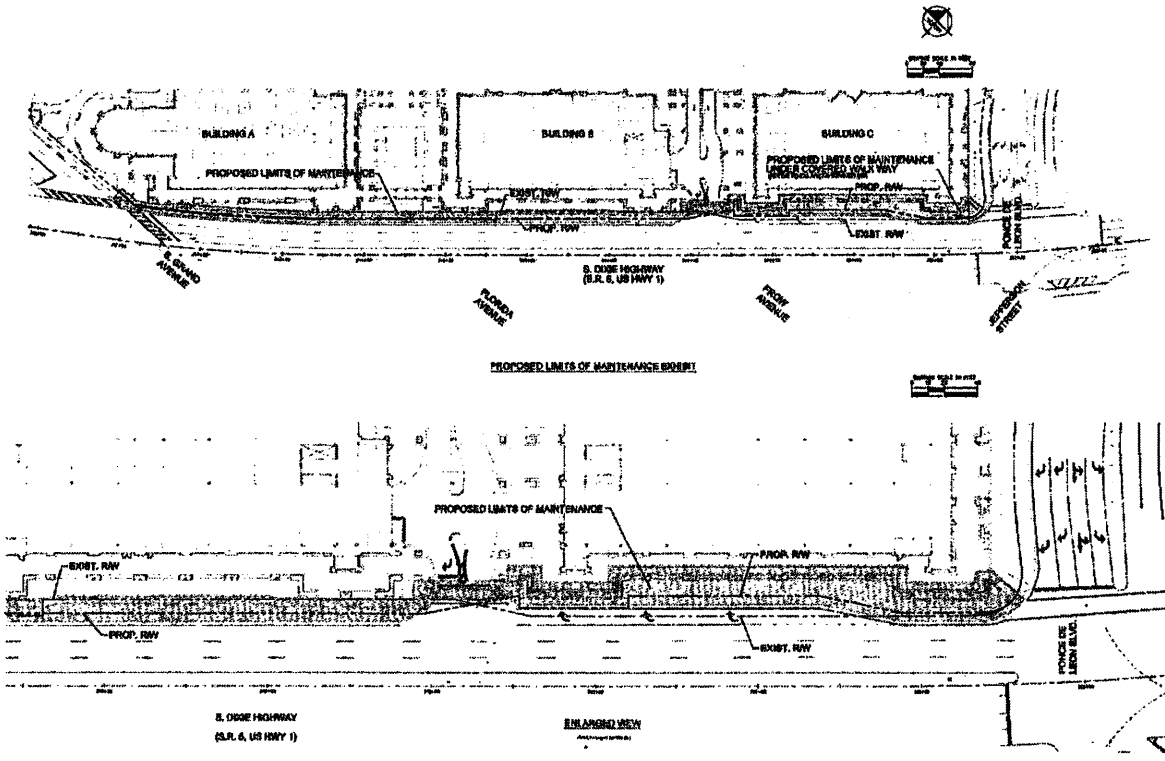


EXHIBIT "D"

SECTIONS 4, 5, 7, and 8 OF MMOA

4. CITY'S RESPONSIBILITIES

The **CITY** shall inspect, manage and perform maintenance and repairs of all **IMPROVEMENTS** located within the **PROJECT LIMITS**, including all repairs to the covered walkway above the **IMPROVEMENTS**. The **CITY** shall further inspect the **PROJECT LIMITS** to ensure that no unpermitted **IMPROVEMENTS** or modifications are installed or constructed, and that any such unpermitted **IMPROVEMENTS** or modifications are immediately removed, or permitted in accordance with the **DEPARTMENT'S** permitting requirements. Notwithstanding the foregoing, the **CITY** shall be obligated to remove any **IMPROVEMENTS** or features within the **PROJECT LIMITS** that may cause an unsafe condition to the public.

The **CITY'S** maintenance and repair obligations shall extend and include, but not be limited to, sidewalks, sidewalk lighting, pavers, pedestrian ramps, grass, landscape, planters, irrigation, vents, and grates located within the **PROJECT LIMITS** on State Right of Way and easements.

The **CITY** shall be responsible for and inspect, maintain, repair and manage or cause to be maintained and repaired all aboveground features located within the footprints of the **PROJECT LIMITS**, including but not limited to commercial elements, banners, vending machines, decorative lighting, ornamental light fixtures, benches, ash urns, trash receptacles, bicycle racks, valet parking stations, play/entertainment areas, event tents and platforms, kiosks, tables and chairs, advertising items, decorations, and other features installed within the **PROJECT LIMITS** from time to time, pursuant to a duly issued permit.

The **CITY** shall ensure that a **CLEAR PEDESTRIAN PATH** is maintained at all time in the State Right of Way and easements, within the **PROJECT LIMITS**. For purposes of this **AGREEMENT**, the **CLEAR PEDESTRIAN PATH** is defined as an American Disabilities Act (ADA) compliant continuous, properly lighted, safe and unobstructed way of pedestrian passage within the **PROJECT LIMITS**, extending horizontally six (6)

feet. No **IMPROVEMENTS**, features, obstructions or encroachments of any kind shall be permitted within the **CLEAR PEDESTRIAN PATH** at any time, except as may be required, and approved by the **DEPARTMENT**, pursuant to the Paragraph hereunder.

The **CITY** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, when the **DEPARTMENT** does not have guidelines, standards, and procedures related to certain maintenance activities, the **CITY** shall maintain the **IMPROVEMENTS** in accordance with Federal standards, guidelines, and procedures, as may be amended from time to time, and in accordance with the standards set forth in the **PLANS**, in the Project Specifications, Special Provisions and all Manufacturer's and Vendor's maintenance recommendations. The **CITY** shall ensure that any **IMPROVEMENTS** comply with the terms of this **AGREEMENT** and meet the **DEPARTMENTS'S** safety guidelines.

4.1 The **CITY'S** responsibilities and maintenance obligations hereunder shall include, but not be limited to:

- a. Performing routine and regular inspections of the **CLEAR PEDESTRIAN PATH** surface to ensure that the surface is ADA compliant;
- b. Identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged areas to ensure surfaces are maintained and that they do not pose safety hazards for the public.
- c. Conducting annual condition surveys of the surfaces for gaps, settlement, drop-offs, delamination, cracking and other deficiencies described in this **AGREEMENT**.
- d. Ensuring that gaps within the surfaces shall not exceed a quarter (1/4) of an inch. Differential settlement within the concrete/finish surfaces shall not exceed a quarter (1/4) of an inch in depth.
- e. Undertaking the maintenance and repair (when needed) of proposed detectable warning surface as specified in the

PLANS and the latest **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION** and in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable ADA requirements, as amended from time to time.

- f. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- g. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- i. When remedial action is required in accordance with the above requirements, the **CITY** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.
- j. The **CITY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.
- k. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- l. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of the sidewalk or a traffic lane in the **DEPARTMENT'S** right-of-

way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

5. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **CITY's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **CITY MANAGER**, to notify the **CITY** of the maintenance deficiencies. From the date of receipt of the notice, the **CITY** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 6 of this **AGREEMENT**.

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

- a. Maintain the **IMPROVEMENTS** or a part thereof and invoice the **CITY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 8, remove any or all **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **CITY** the reasonable cost of such removal; and
- c. Enforce the terms set forth in the Sidewalk Easement and Transportation Easement, both recorded in Miami-Dade County, between the **DEPARTMENT** and the property owner.

7. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the

event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **CITY's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

8. TERMINATION

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

- a. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under Section 4 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 5 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.