PERPETUAL EASEMENT
Public Purpose

THIS EASEMENT made this 6th day of April, 2017, by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Department"). Grantor, to FLORIDA INTERNATIONAL UNIVERSITY, Florida ("Grantee"), a public educational institution of the State of Florida.

WHEREAS, the Department has recommended a perpetual easement be granted to the Florida International University for the right-of-way over which the pedestrian bridge will be constructed; and

NOW THEREFORE, the Department has agreed to grant to the Florida International University, its successors and assigns, for no consideration, a perpetual easement purposes of constructing, operating and maintaining a public pedestrian bridge (the "Facility") over the following described land (the "Easement Area") in Miami-Dade County, Florida:

See Exhibit "A" attached hereto and made a part hereof

Subject, however, to the following conditions:

THAT this Easement is solely for the purpose of constructing, operating and maintaining a public pedestrian bridge and no other uses of the Easement Area are permitted.

THAT the Facility shall be inspected and maintained by Grantee, at Grantee’s sole cost and expense, in accordance with Grantor’s procedure "Bridge and Other Structures Inspection and Reporting”, #850-010-030i. A signed and sealed copy of Routine Inspection Reports will be submitted to the Grantor by Grantee for every biennial inspection. The Grantor will assign an inventory structure number. Grantor reserves the right, but shall not be obligated, to inspect the Facility as it deems reasonably necessary

THAT Grantor’s use of the Easement Area shall not unreasonably interfere with Grantee’s use of the same.
THAT in the event Grantee's public transportation use is permanently discontinued or
abandoned for a period of twelve (12) consecutive months, or Grantee ceases to use the
Easement Area consistent with the rights and obligations stated herein, Grantee's
Easement shall terminate, and title to the above described property shall immediately
revert to the Grantor, and Grantor shall have the right to immediately possess same. Upon
Grantor's request, Grantee shall execute a release of easement in a form acceptable to
Grantor, to be recorded in the public records, at Grantee's cost and expense. In the event
Grantee's Easement terminates and Grantor deems it necessary to request the removal of
the Facility occupying the Easement Area, Grantee shall remove the Facility in a manner
approved by Grantor, and restore the Easement Area to a like or similar condition as
existed prior to this Easement, at Grantee's sole cost and expense.

THAT Grantee shall not obstruct the state right-of-way located immediately underneath the
Easement Area, except as may be required temporarily from time to time to effect the
construction, inspections, maintenance, repairs, improvements and replacement of the
Facility. Any such work is subject to formal approval and permit by Grantor. Grantee shall,
at Grantee's sole cost and expense, promptly repair any damage to the Grantor’s right-of-
way including but not limited to the area immediately underneath the Easement Area,
resulting from Grantee’s exercising its rights and obligations hereunder.

THAT Grantee shall not cause, or allow to be caused, any nuisance or objectionable
activity of any nature on the Easement Area, including activities involving hazardous
materials or regulated substances of any kind, which may constitute a risk of any kind on
the Easement Area, or Grantor's state right-of-way lying underneath or adjacent to the
Easement Area. In such an event, Grantor must immediately notify Grantor, and Grantee
shall be responsible, at Grantee's sole cost and expense, for any damage or injury resulting
from such release or activity, and the repair or replacement to the Facility and/or the state
right of way as a result of such activities.

THAT Grantee will indemnify and hold Grantor harmless from any and all damages and/or
liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or
resulting from any negligent or wrongful act(s) of Grantee's employees, agents,
subcontractors and contractors, or instrumentalties, acting within the scope of their office
or employment, in connection with the rights granted to or exercised by Grantee hereunder,
to the extent and within the limitations of Section 768.28, Florida Statutes.
However, nothing herein shall be deemed to indemnify Grantor from any liability or claim
arising out of the negligent performance or failure of performance of Grantor.
Grantee shall require its construction Contractor to, at minimum, maintain and carry, at all times during construction, Commercial General Liability providing continuous coverage for all work or operations performed under the Construction Contract with Grantee. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida.

The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance coverage that may be required by the Department for the construction of the Facility, in accordance with the Department’s Standards and Specifications for Road and Bridge Construction. Grantee shall require its Construction Contractor to include Grantor as additional insured, and Grantee shall provide proof of coverage prior to commencement of its construction work and at all times during construction activities within the Easement Area.

THAT this Easement, and all activities to be undertaken hereunder, are subject to all applicable permit requirements and any other required agreements or approvals, and concurrences. Prior to commencement of construction work within the Easement area, Grantee must submit to Grantor its construction plans for the pedestrian bridge for approval and coordination of activities related thereto.

THAT the Grantee has accepted this Easement pursuant to Local Agency Program Agreement, FM Number 434688-1, FAP Number TGER-002-A passed and adopted by the Department and Florida International University on June 23rd, 2014, a copy of which is attached herewith and forms part thereof.

THAT the provisions of this Easement may be enforced by all appropriate actions at law and in equity by the respective parties.

THAT Grantor makes no representations as to the title or condition of the property within the Easement Area or the suitability of the Easement Area property for the use intended hereunder.

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

This instrument may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors and assigns, and recorded in the Public Records of Miami-Dade County.
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 and 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

By:
James Wolfe, P.E.
District Six Secretary

Attest:
Cindy Cececula
Executive Secretary

Witness:
(Henry Jerde)

Witness:
(Jesus Alvarez)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10th day of April, 2018, by James Wolfe, District Secretary for District Six, FDOT, who is personally known to me, or has produced as identification.

Notary Public in and for the County and State as mentioned above

My Commission Expires: 09/01/2020
EXHIBIT "A"

LEGAL DESCRIPTION

All that air-space which lies between elevation 28.40 feet and 116.00 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29), which is encompassed within the following horizontal limits:

A portion of Sections 6 & 7, Township 54 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of the Northeast One Quarter (NE 1/4) of Section 7, Township 54 South, Range 40 East; thence S88°43'19"W along the North line of said Northeast One Quarter (NE 1/4) of section 7 for a distance of 1,435.97 feet to THE POINT OF BEGINNING of the following described parcel; thence S01°31'42"E for a distance of 67.34 feet to a point on the existing southerly Right of Way line for State Road 90 / Tamiami Trail as shown on Florida Department of Transportation Right of Way Map, Section 87120-2526; thence S88°25'44"W along said existing southerly Right of Way line for STATE ROAD 90 / Tamiami Trail for a distance of 34.00 feet; thence N01°31′42"W for a distance of 142.17 feet; thence N88°28′18"E for a distance of 34.00 feet; thence S01°31′42"E for a distance of 74.81 feet to THE POINT OF BEGINNING.

Containing 4,833 square feet or 0.111 acres, more or less.

TOGETHER WITH:

A perpetual easement being a portion of Sections 6 & 7, Township 54 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of the Northeast One Quarter (NE 1/4) of Section 7, Township 54 South, Range 40 East; thence S88°43'19"W along the North line of said Northeast One Quarter (NE 1/4) of section 7 for a distance of 1,435.97 feet; thence N01°31′42"W for a distance of 74.81 feet to THE POINT OF BEGINNING; thence S88°28′18"W for a distance of 34.00 feet; thence N01°31′42"W for a distance of 17.30 feet to a point on the southerly top of bank of Tamiami Canal and the northerly Right of Way line for State Road 90 / Tamiami Trail; thence N88°04′52"E along said top of bank for a distance of 34.03 feet; thence S01°31′42"E for a distance of 18.71 feet to THE POINT OF BEGINNING.

Containing 612 square feet, more or less.

This document consists of four (4) sheets and neither shall be considered full, valid, and complete without the other.

Prepared by:
Manuel G. Vera & Assoc. Inc.
13960 SW 47th Street
Miami, FL 33175 (LB 2439)
Drawn: JP Date: 03/07/2017
Checked: CEA Date: 03/08/2017

Florida Department of Transportation, District VI
Item/Seg No.: 434688-1
Sec/Job No.: 87120-2526
FAP No.: N/A
S.R. No.: 90 / Tamiami Trail
County: Miami-Dade
Parcel No.: 6059

Sheet 1 of 4
EXHIBIT "A"
SURVEYOR'S NOTES

- Legal description for Parcel 6059 was prepared by Manuel G. Vera & Assoc. as directed by FIGG bridge Engineers, Inc.

- Easement elevations were determined by FIGG Bridge Engineers, Inc.

- Field conditions were not verified at time of sketch.

- Lands shown hereon were not abstracted by this office for Right-of-Way, easements of record, ownership, abandonments, deed restrictions, or murphy act deeds. This information should be obtained through appropriate verification.

- The bearings shown hereon are referenced to the North American Datum of 1983. A bearing of S88°43'19"W was established along North line of the Northeast 1/4 of Section 7, Township 54 south, Range 40 east.

- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.

- This document consists of four (4) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

- Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

- I hereby certify that the Sketch and Legal Description was prepared under my direction and that said Sketch and Legal Description is in compliance with Chapter SJ-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

LEGEND:
B - Baseline
GOV - Government
E - East
S - South
SEC - Section
TWP - Township
RGE - Range
EXIST - Existing
L.A - Limited Access
LT - Left
R/W - Right of Way
RT - Right
FDOT - Florida Department of Transportation
S.F.W.M.D - South Florida Water Management District
TITF - Trustees of the Internal Improvement Trust Fund
(P) - Plat
ORB - Official Records Book
P.B. - Plat Book
S.R. - State Road
PG. - Page
P.O.C - Point of Commencement
P.O.B - Point of Beginning
C - Centerline

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NOT A BOUNDARY SURVEY

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Sheet 2 of 4
NOT A BOUNDARY SURVEY

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Sheet 4 of 4