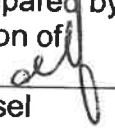




CFN 2017RD203233
 OR BK 30491 Pgs 4426-4433 (8Pgs)
 RECORDED 04/11/2017 14:08:44
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by,
 or under the direction of
 Alicia Trujillo, Esq. 
 District Chief Counsel
 Florida Department of Transportation
 1000 N.W. 111th Avenue
 Miami, Florida 33172

Item/Seg No.: 434688-1
 Sec/Job No. 87120-0000
 SR No.: 90, SW 8th Street
 County: Miami-Dade
 Parcel No.: 6059

**PERPETUAL EASEMENT
 Public Purpose**

THIS EASEMENT made this 10th 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.

Item/Seg No.: 434688-1
Sec/Job No.: 87120-0000
SR No.: 90, SW 8th Street
County: Miami-Dade
Parcel No.: 6059

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, Grantee 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 instrumentalities, 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.

Item/Seg No.: 434688-1
Sec/Job No.: 87120-0000
SR No.: 90, SW 8th Street
County: Miami-Dade
Parcel No.: 6059

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.

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Sec/Job No.: 87120-0000
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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: [Signature]
James Wolfe, P.E.
District Six Secretary

Attest: [Signature]
Executive Secretary

Witness: [Signature]
(print name): HENRY VERDUGA

Witness: [Signature]
(print name): Jesus Alvarez
(Affix Department Seal)

LEGAL REVIEW:
[Signature]
Alicia Trujillo, Esq.
District Chief Counsel

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10th day of APRIL, 2017, by James Wolfe, District Secretary for District Six, FDOT, who is personally known to me, or has produced N/A as identification.

(Affix Notary Seal)

[Signature]
Notary Public in and for the County and State as mentioned above

My Commission Expires: 09/01/2020



BREC/P. 2017.2

EXHIBIT "A"

PARCEL 6059

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 N86°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.


Manuel G. Vera Jr.
3-30-2017

MANUEL G VERA Jr. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5291

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

NOT A BOUNDARY SURVEY

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

SERIES
SCATES STIPES SUSFRS

EXHIBIT "A"
SURVEYOR'S NOTES

PARCEL 6059

SKETCH# 1428-04

- 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 5J-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
- TIITF - 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
- CL - Centerline
- 6059 - Parcel Identification Number

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Florida Department of Transportation, District VI
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County: Miami-Dade
Parcel No.: 6059

Sheet 2 of 4

FILES

SDATES

STIMES

SUSFRS

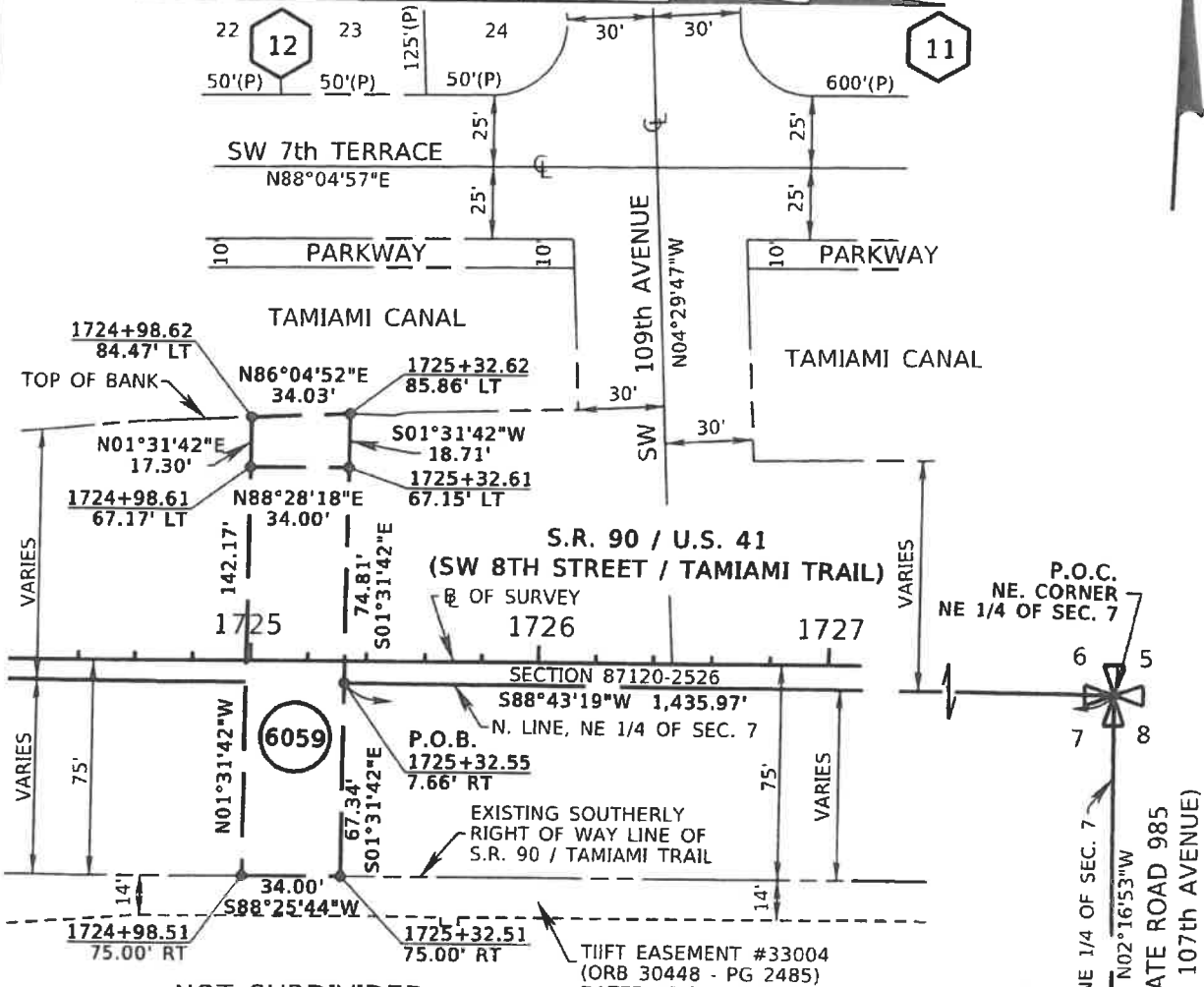
SKETCHED: 10/20/17

SEC. 6 & 7,
TWP. 54 S.,
RGE. 40 E.

EXHIBIT "A" SKETCH OF LEGAL DESCRIPTION CITY OF SWEETWATER

PARCEL 6059

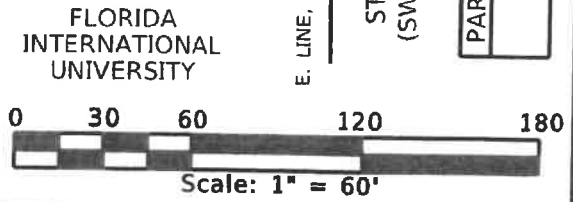
SE 1/4 SECTION 6, TOWNSHIP 54 SOUTH, RANGE 40 EAST.
PLAT OF SWEETWATER GROVES
P.B. 8, PG. 50



PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
6059	FLORIDA DEPARTMENT OF TRANSPORTATION	5,445 SQ.FT.	N/A	N/A

NOT SUBDIVIDED
NE 1/4 SECTION 7, TOWNSHIP 54 SOUTH, RANGE 40 EAST.
MIAMI-DADE COUNTY
NOT A BOUNDARY SURVEY

This document consists of four (4) sheets
and neither shall be considered full,
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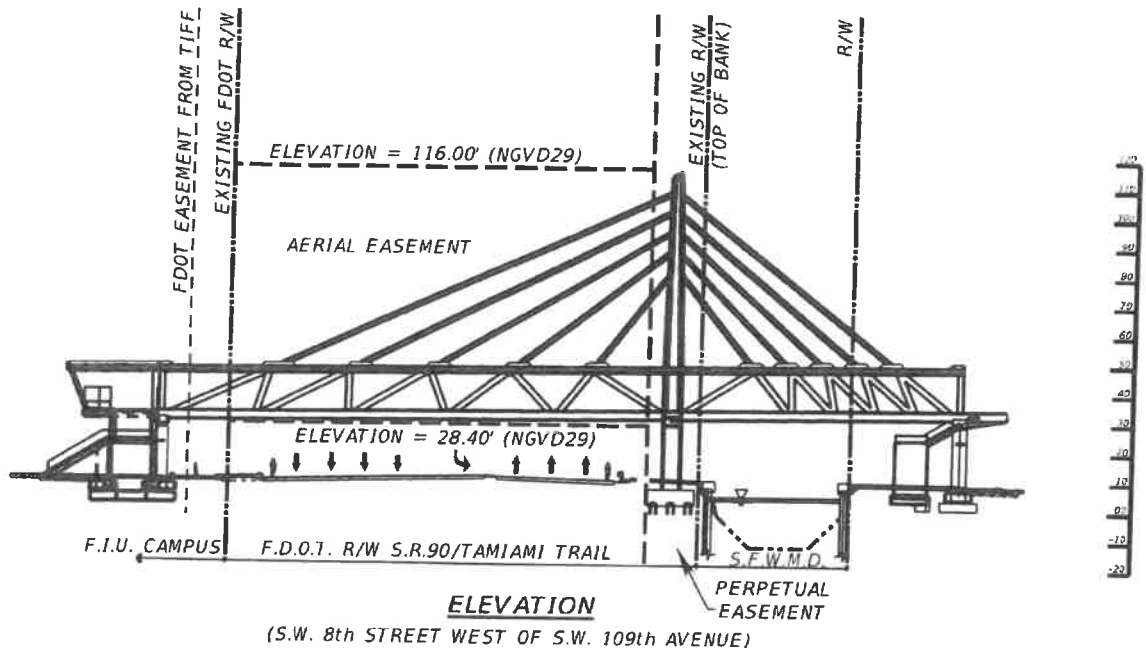
SDATES STIMES SUSERS

SKETCH: XDP-21

SEC. 6 & 7,
 TWP. 54 S.,
 RGE. 40 E.

EXHIBIT "A"
 SKETCH OF LEGAL DESCRIPTION

PARCEL 6059



NOT A BOUNDARY SURVEY

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REVISED