3790 N.W. 21 St. Miami, Fl 33142 **T** 305.637.3277 **F** 305.637.3283

GOVERNING BOARD MEETING

MONDAY, JUNE 9, 2025
9:00 AM

WILLIAM M. LEHMAN BUILDING
3790 NW 21ST STREET
MIAMI, FLORIDA 33142

AGENDA

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

IV. **DECLARATION OF VOTING CONFLICTS**

V. **PUBLIC COMMENT PERIOD**

VI. **APPROVAL OF PRIOR MEETING MINUTES**

- **Board Meeting of April 10, 2025**

VII. **PUBLIC HEARING**

A) **Approval of Fiscal Year 2026 Annual Budget and Five-Year Work Program FY 2026-2030**

VIII. **CONSENT AGENDA**

A) **GMX Work Program Work No. 11205, Interconnector Ramps from MIA to SR 112**

- **Approval of Resolution No. 25-01 transferring property ownership to the Greater Miami Expressway Agency for parcels acquired under the project.**

B) **GMX Work Program No. 83611-001, SR 836 / I-95 Interchange Improvements**

- **Approval of Resolution No. 25-02 transferring property ownership to the Greater Miami Expressway Agency for parcels acquired under the project.**

Governing Board Members
Mariana "Marili" Cancio (Chair) Fatima Perez (Vice-Chair) Rodolfo L. Pages (Treasurer) Richard Blanco, Jr. (Secretary)
Daniel Iglesias, P.E. Edward Pidermann Stanley Rigaud
Rafael S. Garcia, Interim Executive Director/CEO

GREATER MIAMI EXPRESSWAY

3790 N.W. 21 St. Miami, Fl 33142 **T** 305.637.3277 **F** 305.637.3283

C) GMX Work Program No. 87410-001, SR 874 Ramp Connector to SW 128th Street

- **Approval of Resolution No. 25-03 transferring property ownership to the Greater Miami Expressway Agency for parcels acquired under the project along SW 128th Street from east of SW 137th Avenue to west of SW 122nd Avenue.**

D) GMX Work Program No. 87410-001, SR 874 Ramp Connector to SW 128th Street

- **Approval of Resolution No. 25-04 transferring property ownership to the Greater Miami Expressway Agency for Right-of-Way along SW 128th Street and parcels acquired under the project from east of SW 122nd Avenue to west of the Homestead Extension of the Florida Turnpike (HEFT).**

E) GMX Work Program No. 92404-001, SR 924 Extension West to the Homestead Extension of the Florida Turnpike (HEFT)

- **Approval of Resolution No. 25-05 transferring property ownership to the Greater Miami Expressway Agency for parcels acquired under the project.**

F) GMX Work Program No. 92404-001, SR 924 Extension West to the Homestead Extension of the Florida Turnpike (HEFT)

- **Approval of Resolution No. 25-06 transferring property ownership to the Greater Miami Expressway Agency for Right-of-Way along NW 138th Street from Okeechobee Road to east of NW 97th Avenue.**

G) State of Florida Retirement System Senior Management Service (SMS) Class Reinstatement

- **Approval of Resolution No. 25-09 - Authorize the Greater Miami Expressway Agency (GMX) to pursue the inclusion of designated Senior Management Positions in the Florida Retirement System's Senior Management Service (SMS) Class. as further described in the attached Resolution.**

IX. REGULAR AGENDA

A) Approval of the Combined Sale of Parcel Numbers 136, 137, 138, 139B and 499W (Group 2 Parcels) to the Proposer with the Highest Purchase Price

B) GMX Work Program No. 83611-001, SR 836 / I-95 Interchange Improvements

- **Approval of Condemnation Resolution No. 25-07 for Parcel No. 739 for ramp repairs.**

Governing Board Members

Mariana "Marili" Cancio (Chair) Fatima Perez (Vice-Chair) Rodolfo L. Pages (Treasurer) Richard Blanco, Jr. (Secretary)
Daniel Iglesias, P.E. Edward Pidermann Stanley Rigaud

Rafael S. Garcia, Interim Executive Director/CEO

GREATER MIAMI EXPRESSWAY

3790 N.W. 21 St. Miami, Fl 33142 **T** 305.637.3277 **F** 305.637.3283

C) GMX Procurement/Contract No. GMX 16-01 -Work Program Number 83611.101 Design-Build Services for the Reconstruction of SR 836/I-395 from West of NW 17th Avenue to I-95/Midtown Interchange in Miami-Dade County ($1,475,651.43)

- **Approval of Supplemental Agreement No. 12 of the Design-Build Contract with Archer Western-DeMoya Joint Venture (AWdMJV) in the amount of $1,475,651.43.**

D) GMX Procurement/Contract No. RFP 25-01 - Inspection and Reporting Services for GMX Structures.

- **Approval of the Technical Evaluation Committee's Recommendation to select and enter into Contract with the two Highest Ranked Proposers; ($2,820,000.00/Contract)**
  - **Highest Ranked - Marlin Engineering Inc.**
  - **2nd Highest Ranked - Transystems Corporation d/b/a Transystems Corporation Consultants**

E) Board Policy Review

- **Artificial Intelligence (AI) Policy - New**

F) Adoption of Resolution 25-08 approving Plan of Transfer Agreement with The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as Trustee, and authorizing the execution and delivery thereof

G) GMX Governing Board Annual Election of Officers

X. INTERIM EXECUTIVE DIRECTOR'S REPORT

XI. INFORMATIONAL ITEMS – No Board Action Required

A) Strategic Plan
B) Procurement Report

XII. ANNOUNCEMENTS

- **Next Governing Board Meeting: August 14, 2025, at 9:00 am**

XIII. ADJOURNMENT

Governing Board Members
Mariana "Marili" Cancio (Chair) Fatima Perez (Vice-Chair) Rodolfo L. Pages (Treasurer) Richard Blanco, Jr. (Secretary)
Daniel Iglesias, P.E. Edward Pidermann Stanley Rigaud
Rafael S. Garcia, Interim Executive Director/CEO

GREATER MIAMI EXPRESSWAY AGENCY
CONFLICT OF INTEREST REPORT
BOARD OF DIRECTORS MEETING
JUNE 09, 2025

Below is a list of Primes and their Subcontractors/Subconsultants that are either: (i) currently participating under a Contract with GMX, (ii) pending approval to Contract with GMX, or (iii) pending approval to lease property from GMX and are the subject of an Action Item on today's Agenda. Board members shall consider each entity identified, inclusive of their principals, directors, officers, members/managers, partners... (as applicable) for any actual or potential conflicts of interest that require disclosure.

ACTION ITEM	PROCUREMENT/CONTRACT/LEASE	CONTRACTOR/CONSULTANT/LEASEE/OWNER	SUBCONTRACTOR/SUBCONSULTANT
IX. C	**GMX Procurement/ Contract Number:** GMX-16-01 **GMX Work Program No.:** 83611-101 **GMX Project/Service Title:** Design-Build Services for the Reconstruction of SR 836/I-395 from West of NW 17th Avenue to I-95/Midtown Interchange in Miami-Dade County	**SEE ATTACHED LIST OF RESPONDENTS**	
IX. D	**GMX Procurement/ Contract Number:** RFP-25-01 **GMX Work Program No.:** N/A **GMX Project/Service Title:** Inspection and Reporting Services for GMX Structures	**SEE ATTACHED LIST OF RESPONDENTS**	

ITEM IX. C
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICE S FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY

List of Respondents

Prime	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
Archer Western- De Moya Joint Venture			**Bob's Barricades, Inc.**	**59-1605524**	Edward Alter (DV) Jose M. Higadera (CFO)
Archer Western Construction, LLC	**27-0887868**	Matt Persing (MGR) Timothy S. Gerken (T) David Walker (BGL)			
The De Moya Group, Inc.	**59-2629362**	AJ De moya (VD) Alvaro De Moya (PD) Alisa De Moya (ST/D) Christopher H. De Moya (VD) Carli N. Moore (Asst. Sec/ T)	**Road Runner Striping Technologies Inc.**	**56-2663962**	Melquisedec Tejada (DP)
			Asphalt Group, Inc.	**20-4076160**	Jorge De Moya (D) Andrew De Moya (D) Alisa De Moya (S/T) Carli N. Moore (S/T) Grant Cool (P) Brent Norman (VP)
			Speedy Concrete Cutting, Inc.	**59-2806796**	Todd Barna (PCEO) Jutta Barna (D) Anthony Hurge (C)
			Traffic Management Solutions, LLC	**46-1727342**	James Westbrooks (CEO) Donald Conner, Jr. (COO) Eric Kontos (CRO) James Gilmore (CFO)
			New Era Electric Inc.	**13-4350268**	Joany Gutierrez (P)
			Keller North America, Inc.	**59-2059235**	David T. Peitsch (D/CLO/S) Christine Tatnall (Asst. Sec) Jackson Boyd (Asst. Sec) Jeremiah Filjones (SVP) Michael Balducci (Asst. Sec) Nora Rivero (VP) Ana Lanelli (Asst. Sec)

ITEM IX. C
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
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GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICE S FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY

List of Respondents

Prime	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
					John Feliccia (Asst. Sec) Curtis Cook (EVP) Brian Moritz (Asst. Sec) James Cramer (VP) Jose Delgado (VP) Francesco Mayrhofer (VP) Drew Floyd (VP) Thomas Tuozzolo (SVP) David Gelaude (D/T/CFO) Paul Leonard (DP) James Eikenberg (DTCFO) Kevin Dawson (SVP) Michael Meneses (Asst. Sec) Trey Davis (Asst. Sec)
			Rene Taboas, Inc.	**45-5483836**	Rene Taboas (P)
			M K Guardrail, Inc.	**20-0388101**	Maung Kyaw (PD) Maung Thein ZAW (VP)
			Hazen Grooving & Grinding, Inc.	**47-1450616**	Robert A. Rance (P) Jake Owens (VP)
			Shelby Erectors, Inc.	**65-0755020**	Jennifer M. Nix (Pres) Jack Vernon, Jr. (Ops VP) Jackson Nix (VPBM)
			Construct Group Corp.	**65-1119942**	Juan C. Quesada Jr. (P/D) Jorge Pulles I. (EVP/S/D)
			Agricultural Land Services, Inc.	**59-2009318**	Rachel J. Lines (PD) Bobby G. Lines (TD) Sandra G. Lines (VP) Robert Bobby Lines (VP)
			Structural Preservation Systems, LLC.	**20-2058265**	Jeffrey Venazi (PT) Bradley J. Holland (VP) Peter H. Emmons (TAsst. Sec)

ITEM IX. C
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
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GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICE S FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY

List of Respondents

Prime	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
					Timothy Crawford (Asst. Sec) Christopher Kingrea (Asst. Sec) Garry Naughton (S) Stephen Camisa (P) Brian Willmarth (T) Colin Meneely (Asst. Sec) Wade Chubet (Asst. Sec) Matthew Frye (Asst. Sec) Michael Miller (Asst. Sec) Jason Dodson (Asst. Sec) Julie Stevenson (T) Sharon Esposito-Mayer (Asst. Sec) Clifton Ruffin (TAsst. Sec) Johnathan Howard (TAsst. Sec) Stephens Reynolds (TAsst. Sec) Timothy Gumina (TAsst. Sec) Michael Wymann (TAsst. Sec) William Fenwick (Asst. Sec) Robert Gargano (Asst. Sec) Randall McCLurg (Asst. Sec) Jeffrey Binder (Asst. Sec) Jamie Ram (Asst. Sec) Eric Lewis (Asst. Sec) Emily Cleland (Asst. Sec) Alaric Hergenroeder (Asst. Sec)
			Structural Holdings, LLC	**84-3885733**	Stephen Camisa (MGR) Structural Group, Inc. (AM) Sharon Esposito-Mayer (T)
			Reliable Concrete Cutting, LLC.	**47-2105959**	Clifford Maddock (AMBR)
			Tensa America, LLC.	**47-2822788**	Leopoldo Nassivera (MGR) Riccardo Pontiggia (MGR) Tensacciai S.R.L. An Italian Limited Liabilty Co. (MGRM)
			Power Green Electric, Corp.	**81-3307063**	Gorky Ramos (D) Jennifer Ramos (P)

ITEM IX. C
BOARD OF DIRECTORS MEETING
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GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICE S FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY

List of Respondents

Prime	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
			Concrete Cutting & Breaking Co.	**38-2267917**	Scott Younts (P) Curtis W. Tamminga (ST) John Moore (VP)
			Universal Engineering Sciences, Inc.	**59-1117804** **INACTIVE**	Sy Israel (CEO/CM) Kenneth R. Derick (V) Mark Israel (P) Melvin Rodriguez (VP/S)
			Fence Masters, Inc.	**59-0696837**	Stephen W. Ernst (P/D) Donna Ernst (S/D) Stephanie Aring (Asst. Sec) Jason Aring (VP)
			Cellucrete Corp.	**65-0037885**	Antonio Jose Abreu (P) Francisco Carlos Peydro (VP) Antonio Jose Abreu, Jr. (T) Ildefonso Reyes III (S)
			Zahlene Enterprises, Inc.	**65-0814419**	Beatriz C. Zahlene (P/T/CFO) Jordan Miguel Zahlene (VCEO)
			V & M Erectors, Inc.	**65-0055681**	Jack Vernon Nix (P/D) Debra Foti (CON) Jeff D. Wasserman (GMGR) Lisa Alonso (SM)
			Champion Painting Specialty Services Corp.	**20-5168828**	Carlos M. Hernandez (P/VP/S/T)
			Paldama Investment, Inc.	**37-1575190**	Placido A. Lopez (PD) Nestor Lopez (VP) Evelinda Lopez Pascal (S)
			Aggregate Technologies, Inc.	**76-0534910**	Ronnie Wills (PSTD) Deena Rogers (CFO)
			CMC Contractors, LLC.	**46-5546558**	Yosbany Ballate (MGR)
			Sea Divers Corp.	**46-5235190**	Jorge L. Gonzalez (PVST)

ITEM IX. C
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICE S FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY

List of Respondents

Prime	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
			Structural Technologies, LLC.	**52-2113986**	John R. Crigler (S) Eric M. Sommer (VP) Robert W. Sward (T) David Lynn Nalls (P) Sharon Esposito-Mayer (Asst. Sec.) Redman R. Ryan (Asst. Sec) Sharath Murthy (Asst. Sec.) Justin Campbell (Asst. Sec) Robert Paderofsky (Asst. Sec) Structural Technologies Holdings, LLC (MM)
			Structural Technologies Holdings, LLC	**20-5727703**	Structural Group, Inc. (TMMM) Daniel C. Fangio (VP) Sharon Esposito-Mayer (T) Mindy N. Dingle (Asst. Sec)
			Structural Group, Inc.	**52-1071818**	Peter H. Emmons (D/C) Daniel C. Fangio (D/COO/P) Brandon W. Emmons (D) Richard B. Hill (S) Sharon Esposito-Mayer (T) Alfred J. Lipperini (Asst. Sec) Mindy N. Dingle (Asst. Sec) Bradley J. Holland (Ass. Sec) Robert Charles (VP)
			Cardno, Inc.	**45-2663666** **INACTIVE**	Jenifer Picars (D/T) Susan Reisbord (D) Luke De Hayr (VP) Gretchen Thach (VP) Douglas Stoker (Asst. VP)
			Corven, Inc.	**36-4685717**	Stefano Tusa (P)
			Goal Associates Inc.	**46-4649215**	Godfrey Lamptey (P)

ITEM IX. C
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICE S FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY

List of Respondents

Prime	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
			Stantec Consulting Services, Inc.	**11-2167170**	Jeffrey P. Stone (D/VP/AS) Susan Reisbord (D/COO/EVP) Gordon A. Johnston (P) Christopher Heisler (S) Vito Culmone (T) Michael A. Kennedy (EVP) Ramon Castella (VP) Kristopher Wilhoit (VP) Megan Holmes (VP) Douglas Stoker (SP) Scott Buttari (SP) Amy Campbell (VP) Andrew Burnham Adriana Jaegerman (SVP)
			RS&H, Inc.	**59-2986466**	David Sweeney (P/CEO/D) Holt E. Graves (VP/CFO/T/D) John, J. Bottaro (VP/S/D) Lisa M. Robert (VP/D) Ronald R. Sill (VP) Marlon Starr (EVP/CLO/S) Amy Davis (EVP/CFO/S) Raymond Crawford (SVP) Cathy Scott (TAsst. Sec)
			Pevida Highway Designers, LLC.	**81-1298871**	Walfrido Pevida (VP) Ernesto Aguilar (CEO/P/MGR) Randal Dumas (T/CFO) Brent Walters (S)
			Metric Engineering Inc.	**59-1685550**	Douglas K. Cauley (EVP) Dale Cody (EVP) Robert A. Linares (EVP) Amy Y. Wiwi (VP) Charles Stratton (VP) Waymon D. Burnett (EVP) Victor M. Benitez (D/ EVP) Mariley Perez (D/COO/S) Vivian Benitez (D) Manuel A. Benitez (D/CFO) Ivonne Benitez (D/Asst. T) Clifford Craig Carnes (VP) Veronica Benitez (D/CEO) Rolando Ramirez (VP) Javier Rodriguez (P) Nelson Perez Valledor (VP) Michael McCrary (VP)

ITEM IX. C
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICE S FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY

List of Respondents

Prime	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
			Manuel G. Vera & Associates, Inc.	**59-1741639**	Manuel G. Vera Jr. (CEO) Maria T. Vera (PD)
			Construction Group Corp.	**65-0452342**	Guillermo Valencia (D) Miguel Garcia (D)
			HDR Engineering, Inc.	**47-0680568**	Elizabeth C. Hoffman (Asst. Sec) Kathleen Heaney (T) Elisa Davies (S) John Henderson (D/P/COO) Neil A. Graff (EVP) David Lecureux (VP) Douglas Mcaneny (VP) Thomas McLaughlin (VP) Galen Meysenburg (VP) John Steinert (VP) Douglas Wignall (VP) Amy Gausman (Asst. Sec) Joseph Cox (AT) Troy White (AT) Douglas Wignall (EVP)

The list of Principals was obtained from the Florida Department of State, Division of Corporations on 5/29/2025

ITEM IX. D
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
GMX PROCUREMENT/CONTRACT NO.: RFP-25-01
GMX WORK PROGRAM NO.: VARIOUS
GMX PROJECT/SERVICE TITLE: INSPECTION AND REPORTING SERVICES FOR GMX STRUCTURES

List of Respondents

Respondents	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
MARLIN ENGINEERING, INC. 6840 NW 77th Court Miami, Florida 33166 **Ramon Soria, PE** **President, CEO** Phone: 305.477.7575 rsoria@marlinengineering.com **Contact:** **Jose Quintana, PE** **Executive Vice President, Operations** 6840 NW 77th Court Miami, Florida 33166 Phone: 305.342.2620 jquintana@marlinengineering.com	65-0279601	Ramon Soria (PTD) Kevin Beck (VD) Carolina S. Bayona (S)	**TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS** **LARS ENGINEERING, INC.** **NOVA ENGINEERING AND ENVIRONMENTAL, LLC**	43-0839725 83-1654777 26-0347209	John T. Grow (VP) Julie Frigon (VS) Gary A. Klevens (VP) Quentin Burkland Petersen (AS/CHIEF ARCHITECT) Steven Shaup (SVP) James Sanchez (SVP) Kenneth J. Kolarik (AVP) Bernard J. Ward (AVP) Adrian E. Leon (PCEO) Randy Suarez (VPCFOS) Robert E. Hughes (P) John D. Maggard (CEOCFO) Jonathan S. Jost (T) Kelli R. Toth (VPAS) Stephen J. Willenborg (SVP) Marc E. Eichenholtz (VP) Adam D. Marr (VP) William L. Lawrence, Jr. (VP) Jason D. Hill (EVP) Dany Romero (VP) Stephen C. Bryant (VP) Daniel C. Brahana (VP) Daniel W. Groves (S) Marc D. Johnston (VPCMT)

ITEM IX. D
BOARD OF DIRECTORS MEETING
LIST OF RESPONDENTS
GMX PROCUREMENT/CONTRACT NO.: RFP-25-01
GMX WORK PROGRAM NO.: VARIOUS
GMX PROJECT/SERVICE TITLE: INSPECTION AND REPORTING SERVICES FOR GMX STRUCTURES

List of Respondents

Respondents	FEIN #	Principal(s)	Sub-Consultants	FEIN #	Principal(s)
TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS 3230 W Commercial Blvd Suite 450 Fort Lauderdale, Florida 33309 **Steven Shaup, PE** **TranSystems Senior Vice President/Principal** Phone: 954.529.1005 sashaup@transystems.com **Contact:** **Wayne McLennon, PE** **Project Manager** 3230 W Commercial Blvd Suite 450 Fort Lauderdale, Florida 33309 Phone: 954.465.6401 rwmclennon@transystems.com	43-0839725	John T. Grow (VP) Julie Frigon (VS) Gary A. Klevens (VP) Quentin Burkland Petersen (AS) Steven Shaup (SVP) James Sanchez (SVP) Kenneth J. Kolarik (AVP) Bernard J. Ward (AVP)	**MARLIN ENGINEERING, INC.** **LARS ENGINEERING, INC.** **NOVA ENGINEERING AND ENVIRONMENTAL, LLC**	65-0279601 83-1654777 26-0347209	Ramon Soria (PTD) Kevin Beck (VD) Carolina S. Bayona (S) Adrian E. Leon (PCEO) Randy Suarez (VPCFOS) Robert E. Hughes (P) John D. Maggard (CEOCFO) Jonathan S. Jost (T) Kelli R. Toth (VPAS) Stephen J. Willenborg (SVP) Marc E. Eichenholtz (VP) Adam D. Marr (VP) William L. Lawrence, Jr. (VP) Jason D. Hill (EVP) Dany Romero (VP) Stephen C. Bryant (VP) Daniel C. Brahana (VP) Daniel W. Groves (S) Marc D. Johnston (VPCMT)

The list of Principals was obtained from the Florida Department of State, Division of Corporations on 3/5/2025.

GREATER MIAMI EXPRESSWAY AGENCY (GMX)
GOVERNING BOARD MEETING SUMMARY MINUTES

Thursday, April 10, 2025
9:00 AM

The Greater Miami Expressway Agency held a public meeting on Thursday, April 10, 2025. The following were present:

Board Members Present:

- Richard Blanco, Board Member (Secretary)
- Mariana "Marili" Cancio, Board Member (Chair)
- Daniel Iglesias, P.E.
- Rodolfo Pages, Board Member (Treasurer)
- Fatima Perez, Board Member (Vice-Chair)
- Edward Pidermann, Board Member
- Stanley Rigaud, Board Member

Staff:

- Rafael S. Garcia, Interim Executive Director/CEO
- Claudio Diaferia, Chief Operating Officer
- Sandra Bridgeman, Director of Administration, Budget, Finance & Accounting/CFO
- Maria Luisa Navia Lobo, Board/Executive Secretary

Contracted Legal Counsel:

- Jason Gonzalez, Lawson Huck Gonzalez

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chair Cancio.

PLEDGE OF ALLEGIANCE

Board Member Pages led Members in the Pledge of Allegiance.

ROLL CALL

Board Secretary Navia Lobo called the roll and announced that a quorum of the GMX Board was present.

DECLARATION OF VOTING CONFLICTS

No conflicts were declared

PUBLIC COMMENT PERIOD

None

APPROVAL OF PRIOR MEETING MINUTES

- **Board Meeting of February 10, 2025**

Board Member Pidermann moved to approve the summary minutes of February 10, 2025, Governing Board Meeting. Board Member Rigaud seconded the motion. The motion was unanimously approved.

GREATER MIAMI EXPRESSWAY AGENCY (GMX)
GOVERNING BOARD MEETING SUMMARY MINUTES

Thursday, April 10, 2025
9:00 AM

REGULAR AGENDA

A) GMX Procurement/Contract No. RFP 25-02 Financial Auditing Services

- Approval of the Evaluation Committee's Recommendation to select and award the Financial Auditing Services Contract to the highest-ranked Proposer CBIZ CPAs P.C.

Mr. Garcia introduced the item and asked Ms. Bridgeman to provide an overview. Ms. Bridgeman explained the evaluation process and the selection of the highest-ranked proposer, CBIZ, CPAs, PC, based on their experience.

Board Member Pidermann asked if the price was considered when evaluating the proposals. Ms. Bridgeman clarified that the proposals were evaluated based on experience and professionalism criteria.

Ms. Bridgeman entertained questions from Members.

Board Member Pidermann moved to approve the evaluation committee recommendation to award the Financial Auditing Services contract to the highest ranked proposer, CBIZ CPAs, PA. Treasurer Pages seconded the motion. The motion was unanimously approved.

B) GMX Procurement/Contract No. RFQ 25-05 – Miscellaneous Construction Engineering and Inspection (CE&I) Services

- Approval of the Evaluation Committee's Recommendation to select and award a Contract to the three highest-ranked Proposers

1. A2 Group, Inc.
2. Pinnacle Consulting Enterprises, Inc.
3. E Plus Engineering and Construction, LLC.

Mr. Garcia introduced the item. Mr. Diaferia provided an overview of the selection process for Miscellaneous Construction Engineering and Inspection CE&I Services. He informed members that eleven proposals were received in response to the RFQ. The Technical Evaluation Committee selected the following top three firms to provide Construction, Engineering, and Inspection Services in connection with construction projects associated with the GMX Capital Improvements Program, Transportation Improvement Program, and the Renewal and Replacement Program.

- Highest Ranked - A2 Group, Inc.
- 2nd Highest Ranked – Pinnacle Consulting Enterprises, Inc.
- 3rd Highest Ranked - E Plus Engineering and Construction, LLC

Mr. Diaferia entertained questions from Members.

Board Member Blanco moved to approve the evaluation Committee's recommendation to select and award a contract to the highest three firms.

1. A2 Group, Inc.
2. Pinnacle Consulting Enterprises, Inc.
3. E Plus Engineering and Construction, LLC.

Board Member Pidermann seconded the motion. The motion was unanimously approved.

C) Memorandum of Understanding (MOU) with the Florida Department of Transportation (FDOT) for Traffic Management Center Co-Location ($352,790.00)

Mr. Garcia introduced the item and asked Mr. Diaferia to give a brief history of the MOU with FDOT for the TMC co-location. Mr. Diaferia explained that the existing MOU for the co-location of GMX's Traffic Management Center (TMC) at the FDOT District 6 SunGuide Center will expire on July 1, 2025. Co-location has greatly benefited GMX travelers by providing the efficiencies of a comprehensive public safety, mobility, and travel information system. This allows GMX to detect, respond to, and clear roadway incidents more effectively.

He further explained that staff are requesting the execution of a new MOU for a ten (10) year term, beginning on July 1, 2025, and ending on June 30, 2035. Annual operations and maintenance costs will be allocated based on the proportion of office floor space occupied by each party in the TCM. The SunGuide Center has a total office floor space of 14,578 square feet. GMX currently occupies 1/8 of Room #123.

The total annual cost for the new ten-year MOU is $352,790.00, which is $87,869 less than the current MOU of $440,659.00. Payments will be made annually on September 1st of each fiscal year.

Board Member Pidermann moved to approve the MOU with FDOT for the Traffic Management Center co-location. Board Member Blanco seconded the motion, and it was unanimously approved.

D) Approval of the Individual Sale of Parcel Numbers 112, 115A-D, 119, 120, 169A&B, 193, and 216 to Proposers with the Highest Purchase Price

Mr. Garcia introduced the item and informed Members that the sale of the properties is in accordance with GMX Policy.

Mr. Diaferia gave a brief overview of the item and informed members that in March 2025, the GMX listed Parcel Numbers 112, 115A-D, 119, 120, 169A&B, 193, and 216 "For Sale" on the Miami Association of Realtors Multiple Listing Service (MLS) at the GMX Listed Price equal to the Appraised Market Value as determined by an Independent Appraiser and reviewed for compliance with the Standards of Appraisal Practice by a second Independent Appraiser. He stated that bids were received at or above the appraised value for all the parcels, except for the grouping. Three of these partials were bid by the Miami Aviation Department, parcels 169, 193, and 216; the parcels were purchased for the 112-connector project, which is no longer a feasible project.

Mr. Diaferia entertained questions from Members.

Treasurer Pages move to approve the individual sale of Parcel Numbers 112, 115A-D, 119, 120, 169A&B, 193 and 216. Board Member Pidermann seconded the motion. The motion was unanimously approved.

E) Executive Director Search

- Approval of Executive Director/CEO Search
- Approval of Search Committee

Mr. Garcia introduced the final item on the regular agenda: the approval of a national search for the position of Executive Director and CEO in accordance with the Florida Statute. He also proposed the establishment of a Search Committee as stipulated in the GMX Bylaws. The committee is to be composed of three GMX Board Members, with one member appointed to serve as Chair of the committee.

Ms. Bridgeman informed the Board of the estimated cost associated with retaining an external headhunting firm, approximately $130,000. She noted that the search process could alternatively be conducted in-house, potentially reducing costs.

Board Member Blanco expressed his initial preference for a cost-conscious approach, noting that the previous Executive Director and CEO search had been conducted in-house successfully. He volunteered to serve on the Search Committee.

Treasurer Pagés agreed with the in-house approach and volunteered to serve on the search committee. Vice Chair Perez, participating via Zoom, expressed support for the internal search and volunteered to join the committee. Board Member Pidermann also volunteered to serve on the Search Committee.

Chair Cancio confirmed the composition of the Search Committee as follows: Treasurer Pages will serve as Chair; Vice Chair Perez and Board Member Blanco will serve as members. In addition, Board Member Pidermann will participate in the committee's activities. It was further confirmed that the Executive Director/CEO search will be a national search conducted in-house.

Treasurer Pages moved to approve the composition of the Executive Director Search Committee and confirmed that the search will be conducted in-house. Board Member Pidermann seconded the motion. The motion was unanimously approved.

The Job description for the Executive Director position was distributed. Board member Pidermann moved to approve the document. Treasurer Pages seconded the motion. The motion was unanimously approved.

INTERIM EXECUTIVE DIRECTOR'S REPORT

Mr. Garcia reported that operations have proceeded smoothly over the past month and a half since assuming his role, with no emergencies or crises. He noted that regular internal meetings are being held with staff and that he has engaged with several of our transportation partners.

Additionally, there have been productive discussions with the Miami Freedom Park (MFP) project leadership. In response and under the direction of the Board Chair, GMX has maintained consistent communication with MFP leadership. A formal letter was sent outlining our concerns, specifically regarding site access, the traffic study, and the methodology employed.

Mr. Garcia informed members that he had a productive introductory meeting with Eileen Bouclé, Executive Director of the TPO. It was essentially a "get-to-know-you" session, and he looks forward to building on that relationship.

Mr. Garcia also participated in two monthly meetings with the other tolling authorities, Florida's Turnpike Enterprise, THEA, and CFX, to discuss shared challenges and opportunities. GMX is monitoring several bills filed in Tallahassee, though none pose immediate concern.

Mr. Garcia further informed Members that GMX currently has five staff vacancies:

- Executive Director

- Director of Engineering and Emergency Management
- Assistant Director of Engineering
- Procurement Agent
- Operations and Maintenance Manager

Staff are working with HR and Administration to assess and prioritize the positions for recruitment.

Mr. Garcia informed members that GMX's Moody's credit rating remains stable at A3, which is a positive indicator of the agency's financial health.

Finally, regarding the Plan of Transfer Agreement and related litigation, Mr. Garcia deferred to General Counsel, Mr. Gonzalez, to provide an update.

Mr. Gonzalez informed Members that several weeks ago, the County withdrew their motion with the trial court to reconsider the ruling in GMX's favor and withdrew their appeal to the Third District Court of Appeal. Additionally, MDX Counsel withdrew their notice of appeal to the Third District. As a result, the litigation is now final and concluded in GMX's favor, with Judge Walsh's ruling remaining in place. This conclusion is expected to have a very positive impact on GMX's financial outlook and bond ratings. Regarding the transfer agreement,

Mr. Gonzalez informed Members that bond counsel had provided the final comments which should be in final form.

Board Member Pidermann asked if all the accounts controlled by MDX had already been transferred to GMX.

Mr. Gonzalez informed members that once GMX provided official word to Bank of America that the appeals were being withdrawn, the bank scheduled a meeting with staff to begin finalizing the process of changing the accounts.

Ms. Bridgman informed Members that the plan was to establish new accounts, though some are already in place and the next step will be to transfer the funds. However, the mechanics of the bonds portion still need to be worked out.

Mr. Gonzalez entertained questions from Members.

Members thoroughly discussed the staff vacancies.

Mr. Garcia informed members that he had been in contact with the Florida Department of Transportation (FDOT) to gain insight into their activities on the DOGE front and to explore practices or strategies that might be applicable to GMX.

He further stated that staff are in the process of forming a dedicated DOGE team, which will focus on the technological aspects to identify potential improvements. The kickoff meeting is scheduled for next week and will include discussions on tolling, technology enhancements, and staffing needs. These discussions will help assess GMX's current position and determine whether any adjustments are necessary.

Mr. Garcia further informed Members that one of the key concerns raised by the Board was the slight decline in our MRP scores. He was pleased to report that despite recent changes and the Agency operating in a leaner capacity, there has been a positive shift in this metric. The current MRP score has increased to **89.5**.

This improvement is a testament to the focused efforts of our team; he recognized Claudio Diaferia, **w**ho played a crucial role in driving this progress through detailed analysis and targeted action.

Secretary Iglesias informed Members that, as part of the Department's broader focus on operational efficiency, the Florida Department of Transportation (FDOT) has established a Government Efficiency Task Force, a statewide initiative that includes representation from each district as well as leadership from the central office. The task force's goal is not necessarily to consider staff reductions but to identify operational efficiencies within the agency. Specifically, it evaluates how technological innovations and existing processes can be streamlined or refined. The task force is reviewing several ideas and proposals aimed at optimizing FDOT's operations. He further stated that the Board should consider the Agency's operational efficiency and evaluate whether staff reductions might be appropriate.

Chair Cancio addressed the issue of outstanding funds owed by Miami-Dade County and emphasized that GMX should receive payment before proceeding with the approval of sale contracts for Parcels 216, 193, and 169 A & B.

Treasurer Pages proposed a motion stating that GMX should not proceed with any property transactions involving Miami-Dade County unless a minimum payment of $5 million and the outstanding amount of $8.5 million are received. Board Member Pidermann seconded the motion. The motion was unanimously approved by the Board.

Treasurer Pages requested an update on the SR836 Miami River Bridge.

Mr. Diaferia informed members that they had encountered ongoing challenges with the current contractor and design team regarding the fender system for the Miami River Bridge, specifically on the 83611 project. As per the agreements with the U.S. Coast Guard and the Miami River Commission, we are required to perform a replacement in kind —meaning the new fender system must match the existing dimensions exactly. However, it must also meet significantly higher strength and capacity requirements.

Despite multiple iterations and discussions, the contractor's design team has been unable to develop a viable solution that satisfies both the dimensional constraints and the necessary structural enhancements.

Staff have identified another vendor who appears capable of delivering a design that meets all criteria.

He further stated that although the original schedule aimed for construction to begin this summer, the design delays now push the projected start to fall of this year. However, it's important to note that the fender system installation was always intended to occur toward the end of the project timeline, so this adjustment keeps us ahead of that contractual milestone.

Chair Cancio recommended scheduling a Budget Workshop to discuss the Budget and Work program in May 2025

Treasurer pages moved to schedule a Budget Workshop in May 2025. Board Member Pidermann seconded the motion. The motion was unanimously approved.

GREATER MIAMI EXPRESSWAY AGENCY (GMX)
GOVERNING BOARD MEETING SUMMARY MINUTES

Thursday, April 10, 2025
9:00 AM

Ms. Bridgeman presents the treasurer's report, highlighting the financial stability and robustness of the organization.

[a copy of the Treasurers report is filed with the Board Secretary]

INFORMATIONAL ITEMS – No Board Action Required

A) Procurement Report

B) MFP Update

Mr. Diaferia provided the Miami Freedom Park update, mentioning progress after a series of meetings with leadership.

Secretary Iglesias stated that FDOT has taken the lead in coordinating workshops to address traffic modeling issues with all Agencies involved.

C) CITT Presentation

Mr. Javier Betancourt, Executive Director of the Citizens' Independent Transportation Trust presented the Peoples Transportation Plan to the GMX Board.

[a copy of the presentation is filed with the Board Secretary]

ANNOUNCEMENTS

- Next Governing Board Meeting: June 9th, 2025, at 9:00 am.

ADJOURNMENT

The meeting was adjourned at 11:03 am

Summary Minutes are prepared by MariaLuisa Navia Lobo, Board Secretary. Minutes are in summary form. For an electronic video copy of the meeting recording, please visit www.gmx-way.com or *contact boardsecretary@gmx-way.com*

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[ ] Consent [ ] Regular [X] **Public Hearing**

FISCAL YEAR (FY) 2026 ANNUAL BUDGET AND FIVE-YEAR WORK PROGRAM FY 2026-2030

REQUESTED ACTION:

MOTION TO APPROVE:

- FY 2026 Annual Budget and Five-Year Work Program for FY 2026-2030

SUMMARY EXPLANATION AND BACKGROUND:

The FY 2026 Budget outlines all forecasted revenues of $268.9 million and expenditures of $290.8 million. The total expenditures are for the period of July 1, 2025, through June 30, 2026, which provides for (a) $69.3 million of total operating expenses; (b) $119.9 million for debt service payments (principal and interest); (c) $585,000 million for capital non-work program expenditures; and (d) $138.4 million of work program capital projects.

The source of funding for the Fiscal Year 2026 Work Program expenditures includes available funds and FY 2026 net revenues. The FY 2025 capital expenditures are forecasted at $40.8 million.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

Endorsement of the FY 26 Budget complies with the Trust Indenture, and GMX Policies. The purpose of the FY 26 Budget is to predict the financial position of the Agency based on the forecasted revenues and projected expenditures. The FY 26 Budget: (1) ensures that all payment obligations are met; (2) allows timely management of the Agency's finances; (3) ensures operational services to the public are achieved; and (4) provides transparency to the public.

FISCAL IMPACT:

The FY 2025 capital expenditure is forecasted at $40.8 million compared to the approved budget of $101.0 million.

The forecasted expenditures for FY 2026 are approximately $290.8 million, which includes $138.4 million for work program projects. The FY 2026-2030 Work Program includes a total of 45 projects, (7 projects completed in FY 2025 and 38 projects within FY 2026 and FY 2030) with a total project cost of $964.9 million of which $502.6 million or 52.1% of the total cost are

FISCAL YEAR (FY) 2026 ANNUAL BUDGET AND FIVE-YEAR WORK PROGRAM FY 2026-2030

projected to be paid or incurred through FY 2025. The remaining costs of $462.3 million are budgeted within FY 2026-2030.

EXHIBITS ATTACHED:

- Fiscal Year 2026 Annual Budget
- Five-Year Work Program FY 2026-2030

FISCAL YEAR (FY) 2026 ANNUAL BUDGET AND FIVE-YEAR WORK PROGRAM FY 2026-2030

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: ____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Eduard Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

Greater Miami Expressway Agency

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Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
and Senior Debt Coverage Ratio

	FY 2025 Revised	FY 2026 Proposed	$ Change	% Change
Revenues:				
Toll Revenue, net	$ 244,382,000	$ 249,850,000	$ 5,468,000	2.2%
Fee Revenue	$ 12,485,000	$ 13,000,000	$ 515,000	4.1%
Investment & Other Revenue	$ 12,000,000	$ 13,000,000	$ 1,000,000	8.3%
Total Revenues	**$ 268,867,000**	**$ 275,850,000**	**$ 6,983,000**	**2.6%**
Total Operating Expenses	$ 69,422,259	$ 71,297,780	$ 1,875,521	2.7%
Net Revenues	**$ 199,444,741**	**$ 204,552,220**	**$ 5,107,479**	**2.6%**
Debt Service For Revenue Bonds	**$ 119,891,221**	**$ 121,712,146**	**$ 1,820,925**	**1.5%**
Senior Debt Coverage Ratio	**1.66**	**1.68**		
Employee Count (including vacancies)	**46**	**44**		

Note: FY 25 reflects the Approved Revised Budget which includes line-item reclassifications and Operating Contingency releases.

The Senior Debt Coverage ratio is above the minimum of 1.5x board requirement in addition to exceeding the 1.2x required by the Trust Indenture.

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Expense by Dept.

	2025 Approved Budget	2025 Revised Budget	2026 Proposed Budget	$ Variance over FY 2025	% Variance over FY 2025
Operating Expenses					
Operations	$ 44,844,153	$ 44,975,199	$ 46,267,800	$ 1,292,601	2.9%
Maintenance	$ 11,850,063	$ 11,774,563	$ 12,980,777	$ 1,206,214	10.2%
Administration	$ 7,135,666	$ 7,233,366	$ 6,863,203	$ (370,163)	-5.1%
Professional Services	$ 3,485,000	$ 3,502,500	$ 2,686,000	$ (816,500)	-23.3%
Contingency	$ 2,000,000	$ 1,936,631	$ 2,500,000	$ 563,369	29.1%
Operating Expenses Total	**$ 69,314,882**	**$ 69,422,259**	**$ 71,297,780**	**$ 1,875,521**	**2.7%**
Capital Expenditures Total	**$ 101,581,000**	**$ 101,581,000**	**$ 138,769,500**	**$ 37,188,500**	**36.6%**
Debt Service for Revenue Bonds Total	**$ 119,891,221**	**$ 119,891,221**	**$ 121,712,146**	**$ 1,820,925**	**1.5%**
Total Expenses and Expenditures	**$ 290,787,103**	**$ 290,894,480**	**$ 331,779,426**	**$ 40,884,946**	**14.1%**
Employee Count	46	46	44		

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Expense by Category Compressed

	2025 Revised Budget	2026 Proposed Budget	$ Variance over FY 2025	% Variance over FY 2025
Operating Expenses				
Tolls & ITS Operations	$ 34,484,146	$ 36,638,206	$ 2,154,060	6.2%
Roadway Operations	$ 8,409,010	$ 8,911,770	$ 502,760	6.0%
Maintenance	$ 11,010,283	$ 12,111,273	$ 1,100,990	10.0%
PC & Community Engagement	$ 1,252,460	$ 384,700	$ (867,760)	-69.3%
HQ Facilities & Admin.	$ 1,646,996	$ 1,849,637	$ 202,641	12.3%
Salaries & Benefits - Various	$ 7,880,233	$ 7,002,194	$ (878,039)	-11.1%
Professional Services	$ 2,802,500	$ 1,900,000	$ (902,500)	-32.2%
Contingency	$ 1,936,631	$ 2,500,000	$ 563,369	29.1%
Operating Expenses Total	**$ 69,422,259**	**$ 71,297,780**	**$ 1,875,521**	**2.7%**
Capital Expenditures				
5-Year Work Program	$ 100,996,000	$ 138,439,000	$ 37,443,000	37.1%
Non-Project Capital	$ 585,000	$ 330,500	$ (254,500)	-43.5%
Capital Expenditures Total	**$ 101,581,000**	**$ 138,769,500**	**$ 37,188,500**	**36.6%**
Debt Service for Revenue Bonds				
Principal Payments	$ 62,020,000	$ 67,020,000	$ 5,000,000	8.1%
Interest Payments	$ 57,871,221	$ 54,692,146	$ (3,179,075)	-5.5%
Debt Service for Revenue Bonds Total	**$ 119,891,221**	**$ 121,712,146**	**$ 1,820,925**	**1.5%**
Total Expenses and Expenditures	**$ 290,894,480**	**$ 331,779,426**	**$ 40,884,946**	**14.1%**

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Expense by Category Detail

	2025 Revised Budget	2026 Proposed Budget	$ Variance over FY 2025	% Variance over FY 2025
Operating Expenses				
Tolls & ITS Operations				
AUTO - INSURANCE	$0	$7,000	$7,000	0.0%
AUTO-GAS TOLLS EXPENSE	$16,500	$16,500	$0	0.0%
AUTO-MAINTENANCE TOLLS EXPENSE	$10,500	$10,500	$0	0.0%
BANK FEES	$0	$0	$0	0.0%
BILLING SERVICE PROVIDER	$0	$0	$0	0.0%
CELL PHONE ROADWAY	$0	$0	$0	0.0%
CELL PHONE-TOLLS	$10,000	$10,000	$0	0.0%
COMPUTER EQUIPMENT EXPENSE	$1,000	$10,000	$9,000	900.0%
CONFERENCES REGISTRATION FEES	$4,700	$6,500	$1,800	38.3%
CUSTOMER PROMOTIONAL PROGRAM	$40,000	$5,000	($35,000)	-87.5%
CUSTOMER SERVICE RESOLUTION SU	$130,000	$145,000	$15,000	11.5%
DIGITAL DATA SECURITY	$49,600	$73,040	$23,440	47.3%
DMS SERVICE	$26,620	$45,000	$18,380	69.0%
DOT, TOLL OPERATIONS	$25,064,439	$27,071,411	$2,006,972	8.0%
ELECTRICITY	$0	$0	$0	0.0%
EQUIPMENT EXPENSE	$26,800	$80,000	$53,200	198.5%
FACILITY SECURITY ACCESS MAINT	$0	$15,000	$15,000	0.0%
GEC ITS SUPPORT	$0	$30,000	$30,000	0.0%
GEC MAINTENANCE SUPPORT	$200,000	$181,000	($19,000)	-9.5%
GMX WEBSITE	$158,240	$104,840	($53,400)	-33.7%
HARDWARE MAINTENANCE & SUPPORT	$115,600	$166,600	$51,000	44.1%
IMAGE REVIEW SOFTWARE EXPENSE	$1,000,000	$1,000,000	$0	0.0%
IMAGE REVIEW STAFFING	$800,000	$850,000	$50,000	6.3%
INDIRECT COST - ADMINISTRATION	$0	$0	$0	0.0%
INDIRECT COST - SALARIES	$0	$0	$0	0.0%
INSURANCE	$7,000	$7,000	$0	0.0%
INTERNET	$61,000	$61,000	$0	0.0%

IT SUPPORT SERVICES	$165,997	$197,400	$31,403	18.9%
ITS ELECTRICITY	$61,900	$64,800	$2,900	4.7%
ITS FACILITY UTILITIES	$0	$0	$0	0.0%
ITS FIELD REPAIRS SERVICES	$100,000	$50,000	($50,000)	-50.0%
ITS LOCATE SERVICES	$3,500	$2,835	($665)	-19.0%
ITS PARTS	$279,000	$280,000	$1,000	0.4%
ME BACKUP LINE	$129,600	$129,600	$0	0.0%
MEMBERSHIP	$0	$0	$0	0.0%
MISC. EXPENSE	$34,380	$30,000	($4,380)	-12.7%
OFFICE SUPPLIES	$250	$1,250	$1,000	400.0%
ORT INLANE SOFT/HARDWARE MAIN	$3,650,000	$3,886,000	$236,000	6.5%
OVERNIGHT MAIL	$0	$0	$0	0.0%
PROFESSIONAL LICENSE RENEWAL	$0	$0	$0	0.0%
ROADWAY	$0	$0	$0	0.0%
ROADWAY OPS	$0	$0	$0	0.0%
SAFETY INITIATIVES	$50,000	$81,000	$31,000	62.0%
SALARIES & BENEFITS	$661,300	$814,724	$153,424	23.2%
SOFTWARE MAINTENANCE & SUPPORT	$69,728	$99,668	$29,940	42.9%
SUNPASS DISCOUNT SUBSIDY	$190,142	($162,522)	($352,664)	-185.5%
TELEPHONE	$12,500	$10,000	($2,500)	-20.0%
TOLL EQUIPMENT PARTS	$100,000	$108,600	$8,600	8.6%
TOLL INFRASTRUCTURE REPAIRS	$295,000	$80,000	($215,000)	-72.9%
TOLL LANE AUDIT	$100,000	$200,000	$100,000	100.0%
TOLL OPS ADMIN EXPENSE	$0	$0	$0	0.0%
TOLLS	$0	$0	$0	0.0%
TRAFFIC & REVENUE STUDY	$450,000	$450,000	$0	0.0%
TRAFFIC MANAGEMENT	$360,000	$360,000	$0	0.0%
TRAINING	$15,800	$17,150	$1,350	8.5%
TRAVEL EXPENSES	$11,000	$12,500	$1,500	13.6%
WORKMAN'S COMPENSATION INS	$22,050	$29,810	$7,760	35.2%
Tolls & ITS Operations Total	**$34,484,146**	**$36,638,206**	**$2,154,060**	**6.2%**
Roadway Operations				
COMPUTER EQUIPMENT EXPENSE	$1,000	$1,000	$0	0.0%
CONFERENCES REGISTRATION FEES	$3,500	$1,000	($2,500)	-71.4%
DIESEL FUEL	$3,500	$3,500	$0	0.0%

ELECTRICITY	$215,000	$215,000	$0	0.0%
GEN. ENG. CONSULTANT	$700,000	$786,000	$86,000	12.3%
HARDWARE MAINTENANCE & SUPPORT	$7,800	$7,800	$0	0.0%
INTERNET	$12,000	$24,000	$12,000	100.0%
MEMBERSHIP	$500	$500	$0	0.0%
NPDES GEC SUPPORT	$136,550	$431,000	$294,450	215.6%
NPDES JPA WITH MDC	$44,000	$25,000	($19,000)	-43.2%
OFFICE SUPPLIES	$1,000	$1,000	$0	0.0%
PROFESSIONAL LICENSE RENEWAL	$250	$250	$0	0.0%
PROPERTY INSURANCE	$1,578,710	$1,695,480	$116,770	7.4%
ROADWAY LIGHTING	$450,000	$450,000	$0	0.0%
ROADWAY OPS SUPPORT	$0	$12,540	$12,540	0.0%
SERVICE PATROLS & RISC	$4,200,000	$4,200,000	$0	0.0%
SOFTWARE MAINTENANCE & SUPPORT	$51,200	$53,200	$2,000	3.9%
TELEPHONE	$1,500	$1,500	$0	0.0%
TMC OPERATING EXPENSES	$57,000	$60,000	$3,000	5.3%
TMC STAFFING SUPPORT	$927,000	$930,000	$3,000	0.3%
TRAINING	$500	$500	$0	0.0%
TRAVEL EXPENSES	$10,000	$5,000	($5,000)	-50.0%
WASTE / RECYCLING SERVICE	$3,500	$3,500	$0	0.0%
WATER & SEWER	$4,500	$4,000	($500)	-11.1%
Roadway Operations Total	**$8,409,010**	**$8,911,770**	**$502,760**	**6.0%**
Maintenance				
AESTHETIC MAINTENANCE	$4,570,423	$4,570,423	($0)	0.0%
ANNUAL SERVICE AGREEMENTS	$5,565	$6,000	$435	7.8%
AUTO-GAS MAINTENANCE EXPENSE	$3,100	$3,100	$0	0.0%
AUTO-MAINTENANCE MAINT EXPENSE	$6,250	$6,250	$0	0.0%
BUILDING & SHELTER MAINTENANCE	$205,000	$205,000	$0	0.0%
CELL PHONE MAINTENANCE	$2,800	$2,800	$0	0.0%
CONFERENCES REGISTRATION FEES	$1,250	$700	($550)	-44.0%
DISCRETIONARY MAINTENANCE	$3,935	$20,000	$16,065	408.3%
DRAINAGE MAINTENANCE	$385,000	$400,000	$15,000	3.9%
FIELD EQUIPMENT EXPENSE	$900	$500	($400)	-44.4%
GEC MAINTENANCE SUPPORT	$2,060,000	$2,268,000	$208,000	10.1%
GENERAL ROADWAY MAINTENANCE	$50,000	$52,500	$2,500	5.0%

GUARDRAIL REPAIR	$1,090,000	$1,090,000	$0	0.0%
INSURANCE	$5,300	$5,300	$0	0.0%
LIGHTING MAINTENANCE	$700,000	$975,000	$275,000	39.3%
MAIN	$800	$800	$0	0.0%
NATURAL DISASTER	$45,000	$45,000	$0	0.0%
R/WAY PROPERTY MAINTENANCE	$5,000	$5,000	$0	0.0%
SIGNING & PAVEMENT MARKING	$545,000	$500,000	($45,000)	-8.3%
STRUCTURAL INSPECTIONS	$813,460	$1,081,900	$268,440	33.0%
STRUCTURES MAINTENANCE	$505,000	$865,000	$360,000	71.3%
TRAVEL EXPENSES	$0	$1,500	$1,500	0.0%
WORKMAN'S COMPENSATION INS	$6,500	$6,500	$0	0.0%
Maintenance Total	**$11,010,283**	**$12,111,273**	**$1,100,990**	**10.0%**
PC & Community Engagement				
AGENCY PROMOTIONAL CAMPAIGNS	$760,000	$150,000	($610,000)	-80.3%
COMMUNITY OUTREACH	$0	$0	$0	0.0%
CONFERENCES REGISTRATION FEES	$1,000	$3,000	$2,000	200.0%
CUSTOMER PROMOTIONAL PROGRAM	$0	$0	$0	0.0%
CUSTOMER REWARDS PROGRAM SUPPO	$0	$0	$0	0.0%
CUSTOMER SERVICE	$0	$0	$0	0.0%
EQUIPMENT EXPENSE	$0	$1,500	$1,500	0.0%
MARKET RESEARCH	$0	$0	$0	0.0%
MARKETING BROCHURES/PRINTING	$30,000	$5,000	($25,000)	-83.3%
MDX WEBSITE	$0	$20,000	$20,000	0.0%
MEDIA PRODUCTION	$110,000	$0	($110,000)	-100.0%
MEMBERSHIP	$160	$0	($160)	-100.0%
OFFICE SUPPLIES	$100	$0	($100)	-100.0%
PUBLIC COMM SUPPORT SERVICES	$350,000	$200,000	($150,000)	-42.9%
PUBLIC RELATIONS SERVICES	$0	$0	$0	0.0%
TRAINING	$1,200	$1,200	$0	0.0%
TRAVEL EXPENSES	$0	$4,000	$4,000	0.0%
PC & Community Engagement Total	**$1,252,460**	**$384,700**	**($867,760)**	**-69.3%**
HQ Facilities & Admin.				
ANNUAL MEETING / WORKSHOP	$0	$0	$0	0.0%
AUTO-GAS EXPENSE	$1,050	$1,050	$0	0.0%
AUTO-MAINTENANCE	$15,000	$15,000	$0	0.0%

BACKGROUND CHECKS	$3,800	$0	($3,800)	-100.0%
BANK FEES	$30,000	$30,000	$0	0.0%
BATHROOM / BREAK ROOM SUPPLIES	$11,100	$11,100	$0	0.0%
BOARD/COMMITTEE MEETINGS	$1,200	$1,000	($200)	-16.7%
BOND ADMINISTRATION EXPENSE	$150,000	$100,000	($50,000)	-33.3%
BUILDING EXPENSE	$150,000	$150,000	$0	0.0%
BURGLAR / FIRE ALARM	$3,500	$3,500	$0	0.0%
CABLE TV ACCESS	$2,000	$1,920	($80)	-4.0%
CBE/CSBE OUTREACH ASSISTANCE	$0	$1,000	$1,000	0.0%
CELL PHONE	$32,412	$26,400	($6,012)	-18.5%
COMPUTER EQUIPMENT EXPENSE	$34,000	$11,500	($22,500)	-66.2%
CONFERENCES REGISTRATION FEES	$20,500	$26,200	$5,700	27.8%
COPIER	$2,000	$2,500	$500	25.0%
COURIER	$300	$200	($100)	-33.3%
COURT REPORTER/STENOGRAPHER	$0	$0	$0	0.0%
DADE COUNTY MGMT. FEES	$0	$0	$0	0.0%
DOCUMENT STORAGE	$46,600	$40,000	($6,600)	-14.2%
ELECTRICITY	$55,150	$55,150	$0	0.0%
EMPLOYEE RECOGNITION PROGRAM	$2,800	$3,650	$850	30.4%
FACILITY SECURITY ACCESS MAINT	$15,000	$35,000	$20,000	133.3%
FINANCIAL SYSTEM MAIN & SUPPOR	$120,300	$189,700	$69,400	57.7%
FLOOD INSURANCE	$7,531	$7,531	$0	0.0%
FURNITURE & FIXTURE EXPENSE	$0	$500	$500	0.0%
GRAPHIC & PRINTING	$2,200	$2,200	$0	0.0%
HARDWARE MAINTENANCE & SUPPORT	$46,000	$48,940	$2,940	6.4%
HOLIDAY OPEN HOUSE	$0	$0	$0	0.0%
HQ PARKING FEES	$0	$0	$0	0.0%
HQ/AV MAINTENANCE & SUPPORT	$19,500	$31,500	$12,000	61.5%
HR SURVEYS	$0	$5,644	$5,644	0.0%
INDIRECT COST - ADMINISTRATION	$0	$0	$0	0.0%
INSURANCE	$5,375	$5,375	$0	0.0%
JANITORIAL & MAINT SERVICES	$150,000	$150,000	$0	0.0%
LEGAL NOTICES ADV.	$22,500	$22,500	$0	0.0%
LIABILITY INSURANCE	$181,125	$101,125	($80,000)	-44.2%
LICENSES & PERMITS	$0	$0	$0	0.0%

MEMBERSHIP	$3,420	$3,545	$125	3.7%
OFFICE SPACE	$300	$300	$0	0.0%
OFFICE SUPPLIES	$12,000	$12,700	$700	5.8%
ORGANIZATIONAL TRAINING	$21,500	$21,500	$0	0.0%
OVERNIGHT MAIL	$750	$750	$0	0.0%
PARKING EXPENSE	$0	$0	$0	0.0%
POSTAGE	$1,300	$1,300	$0	0.0%
POSTAGE EQUIPMENT	$700	$700	$0	0.0%
PROFESSIONAL LICENSE RENEWAL	$1,375	$1,200	($175)	-12.7%
PROPERTY INSURANCE	$93,361	$189,470	$96,109	102.9%
PUBLICATIONS	$350	$350	$0	0.0%
RADIO DISPATCH SERVICES-ADMIN	$2,150	$3,000	$850	39.5%
Recuitment Services	$65,000	$30,000	($35,000)	-53.8%
SECURITY GUARD SERVICES	$63,440	$70,000	$6,560	10.3%
SOFTWARE MAINTENANCE & SUPPORT	$128,700	$280,040	$151,340	117.6%
TELEPHONE	$14,500	$14,500	$0	0.0%
TRAINING	$16,400	$27,000	$10,600	64.6%
TRAVEL EXPENSES	$30,500	$36,000	$5,500	18.0%
WASTE / RECYCLING SERVICE	$4,200	$4,200	$0	0.0%
WATER & SEWER	$8,400	$8,400	$0	0.0%
WORKMAN'S COMPENSATION INS	$47,707	$64,497	$16,790	35.2%
HQ Facilities & Admin. Total	**$1,646,996**	**$1,849,637**	**$202,641**	**12.3%**
Salaries & Benefits - Various				
Salaries & Benefits - Various Total	**$7,880,233**	**$7,002,194**	**($878,039)**	**-11.1%**
Professional Services				
ACCOUNTING FEES	$90,000	$90,000	$0	0.0%
CONSULTING SERVICES	$147,671	$100,000	($47,671)	-32.3%
EMPLOYEE BENEFITS CONSULTING	$50,000	$50,000	$0	0.0%
FINANCIAL ADVISOR FEES	$140,000	$315,000	$175,000	125.0%
GEN. ENG. CONSULTANT	$200,000	$125,000	($75,000)	-37.5%
GENERAL COUNSEL SUPPORT	$320,000	$330,000	$10,000	3.1%
INDUSTRY/TRADE REPRESENTATION	$104,829	$140,000	$35,171	33.6%
LEGAL FEES - LITIGATION	$1,475,000	$500,000	($975,000)	-66.1%
LEGAL SERVICES - FINANCE	$50,000	$100,000	$50,000	100.0%
LEGAL SERVICES - PROCUREMENT	$0	$0	$0	0.0%

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Expense by Category Detail

LEGAL SERVICES - PROPERTY/TITL	$5,000	$50,000	$45,000	900.0%
LEGISLATIVE REPRESENTATION	$220,000	$100,000	($120,000)	-54.5%
Professional Services Total	**$2,802,500**	**$1,900,000**	**($902,500)**	**-32.2%**
Contingency				
Contingency Total	**$1,936,631**	**$2,500,000**	**$563,369**	**29.1%**
Operating Expenses Total	**$69,422,259**	**$71,297,780**	**$1,875,521**	**2.7%**
Total Expenses and Expenditures	**$69,422,259**	**$71,297,780**	**$1,875,521**	**2.7%**

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Non-Project Capital

	2025 Revised Budget	2026 Proposed Budget	$ Variance over FY 2025	% Variance over FY 2025
Headquarters - Improvements	$ 175,000	$ 150,000	$ (25,000)	-33.3%
Headquarters - Office Equipment	$ 50,000	$ 20,500	$ (29,500)	-59.0%
Headquarters - Automobile	$ 225,000	$ 40,000	$ (185,000)	-82.2%
ITS Infrastructure	$ 135,000	$ 120,000	$ (15,000)	-11.1%
Total Non-Project Capital	**$ 585,000**	**$ 330,500**	**$ (254,500)**	**-185.7%**

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Debt Service for Revenue Bonds

Description	FY 25 Revised	FY 26 Proposed	$ Change	% Change
Debt Service for Revenue Bonds				
Revenue Bond Series 2005A-E (Swap)	$ 3,700,598	$ 4,000,000	$ 299,402	8.1%
Revenue Bond Series 2010A	$ 16,908,555	$ 16,908,555	$ -	0.0%
Revenue Bond Series 2013A	$ 7,511,625	$ 6,627,800	$ (883,825)	-11.8%
Revenue Bond Series 2013B	$ 3,737,500	$ 3,737,500	$ -	0.0%
Revenue Bond Series 2014A	$ 13,831,791	$ 13,411,791	$ (420,000)	-3.0%
Revenue Bond Series 2014B	$ 6,890,750	$ 5,215,500	$ (1,675,250)	-24.3%
Revenue Bond Series 2016A	$ 4,791,000	$ 4,791,000	$ -	0.0%
Total Interest Payments	$ 57,371,819	$ 54,692,146	$ (2,679,673)	-4.7%
Revenue Bond Series 2005A-E (Swap)	$ 1,665,000	$ 1,665,000	$ -	0.0%
Revenue Bond Series 2010A	$ -	$ -	$ -	0.0%
Revenue Bond Series 2013A	$ 18,450,000	$ 19,335,000	$ 885,000	4.8%
Revenue Bond Series 2013B	$ -	$ -	$ -	0.0%
Revenue Bond Series 2014A	$ 8,400,000	$ 8,820,000	$ 420,000	5.0%
Revenue Bond Series 2014B	$ 33,505,000	$ 37,200,000	$ 3,695,000	11.0%
Revenue Bond Series 2016A	$ -	$ -	$ -	0.0%
Total Principal Payments	$ 62,020,000	$ 67,020,000	$ 5,000,000	8.1%
Total Debt Service for Revenue Bonds	**$ 119,391,819**	**$ 121,712,146**	**$ 2,320,327**	**1.9%**

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Major Differences +/- 50k and Justification

Department	Object Description	$ Variance over FY 2025	% Var over 2025	Justification
Operations	**AGENCY PROMOTIONAL CAMPAIGNS**	(610,000.00)	**-80%**	News Paper and Radio - based on $420K for 7mos past months; CEO's focus does not include Radio Ads as they did not contribute to a significant addition to Sunpass
	EQUIPMENT EXPENSE	52,500.00	**700%**	ITS Network Switches IE 3200 and GBITS
	GEC MAINTENANCE SUPPORT	(50,000.00)	**-100%**	Consultants - not used in 5 years - No longer needed ?)
	GMX WEBSITE	(53,400.00)	**-34%**	Website Hosting, Maintenance, Updates, and Redesign
	HARDWARE MAINTENANCE & SUPPO	51,000.00	**44%**	Cisco, APC UPS and Storage Support. Replacement 874 UPS Battery
	IMAGE REVIEW STAFFING	50,000.00	**6%**	Pride Contract increase for possible leakage queue processing
	MEDIA PRODUCTION	(110,000.00)	**-100%**	Reserved for the Annual Report
	NPDES GEC SUPPORT	294,450.00	**216%**	Additional funds needed to satisfy the condition of the NPDES inspection from prior year
	ORT INLANE SOFT/HARDWARE MAIN	236,000.00	**6%**	Transcore Contract
	PUBLIC COMM SUPPORT SERVICES	(150,000.00)	**-43%**	Reduction for Monitoring and development of social media content for several GMX events; PIO fort Traffic Advisories (Attempt to reduce the EAC social media monitoring)Coordinated and attended grassroots events
	SALARIES & BENEFITS	(311,735.46)	**-13%**	Based on 3% merit / Cola rather than 6% [Original 8,470,433 trnsfer-65,000= Revised -8,405,43; Plus employees' accrued vacation and leave time - was previously embedded in the lump sum salaries & benefits
	TOLL INFRASTRUCTURE REPAIRS	(215,000.00)	**-73%**	Emergency Repairs not covered by toll contract - completed most in '24 there are 3 remaining projects
	TOLL LANE AUDIT	100,000.00	**100%**	Yearly Toll Audit - Preciously done by a third party < .2 by location; software will enhance the audit coverage to 90% - Doge application
Maintenance	**GEC MAINTENANCE SUPPORT**	208,000.00	**10%**	GEC additional maintenance inspection staff
	ITS FIELD REPAIRS SERVICES	(50,000.00)	**-50%**	Fiber Repair Contract. New contract needed; incumbent's performance has not been great, GMX will not exercise their right to renew as per its policies.
	LIGHTING MAINTENANCE	275,000.00	**39%**	Many failing lights - warranty repairs
	SALARIES & BENEFITS	153,423.91	**23%**	Based on 3% merit / Cola rather than 6% [Original 8,470,433 trnsfer-65,000= Revised -8,405,43; Plus employees' accrued vacation and leave time - was previously embedded in the lump sum salaries & benefits

Greater Miami Expressway Agency
Summary of Fiscal Year 2025 -2026 Proposed Budget
Major Differences +/- 50k and Justification

Maintenance	**STRUCTURAL INSPECTIONS**	268,440.00	**33%**	Contract replacement for 9 year old contract CPI for the same period is 32%
	STRUCTURES MAINTENANCE	360,000.00	**71%**	Additional funds needed to address backlog of inspection items
Administration	**BOND ADMINISTRATION EXPENSE**	(50,000.00)	**-33%**	Annual Admin fee + Incidental from the transition to GMX
	FINANCIAL SYSTEM MAIN & SUPPOR	69,400.00	**58%**	Tyler Munis Support, Pace Assessment. Vendor Portal; Procurement Upgrades; New Munis Module Vendor self services/Payroll/Recruitment has not been budgeted. + 30K for implementati+90 on a+90K for vendor self served training in vendor
	LIABILITY INSURANCE	(80,000.00)	**-44%**	After chatting with the broker a mild increase of 3% should be contemplated 4-2-25
	PROPERTY INSURANCE	96,109.00	**103%**	Based FMIT invoice # 42491-X0V5
	SALARIES & BENEFITS	(566,303.71)	**-10%**	Based on 3% merit / Cola rather than 6% [Original 8,470,433 trnsfer-65,000= Revised -8,405,43; Plus employees' accrued vacation and leave time - was previously embedded in the lump sum salaries & benefits
	SOFTWARE MAINTENANCE & SUPPOI	151,340.00	**118%**	Details refer back to IT Budget Spreadsheet -Extension for renewal. Plus Bidding software for Proc. $70K
Professional Service	**FINANCIAL ADVISOR FEES**	175,000.00	**125%**	Base ($140K), Hilltop, Underwriters ($75K), Financial advisors ($100K) for refunding
	GEN. ENG. CONSULTANT	(75,000.00)	**-38%**	HNTB for ACFR, Budget Book, Budget workshop and any other related financial reports
		86,000.00	**12%**	Development of Technology Master Plan and digitization of the ITS Fiber Lines
	LEGAL FEES - LITIGATION	(975,000.00)	**-66%**	Litigation is over; However reserved for incidental litigation in the amount of $500,000 - This can be moved to imminent domain line item if no litigation exists and if needed.
	LEGAL SERVICES - FINANCE	50,000.00	**100%**	Trust Indenture Continuance -(&100K) Bound Council Services for refunding
	LEGISLATIVE REPRESENTATION	(120,000.00)	**-55%**	Executive legal services, if needed
Contingency	**CONTINGENCY**	563,369.00	**29%**	Operating Contingency to facilitate handling necessary and incidental functions - Especially related to efforts bring MSRPs up to standards. Used ~ 64k to date.2

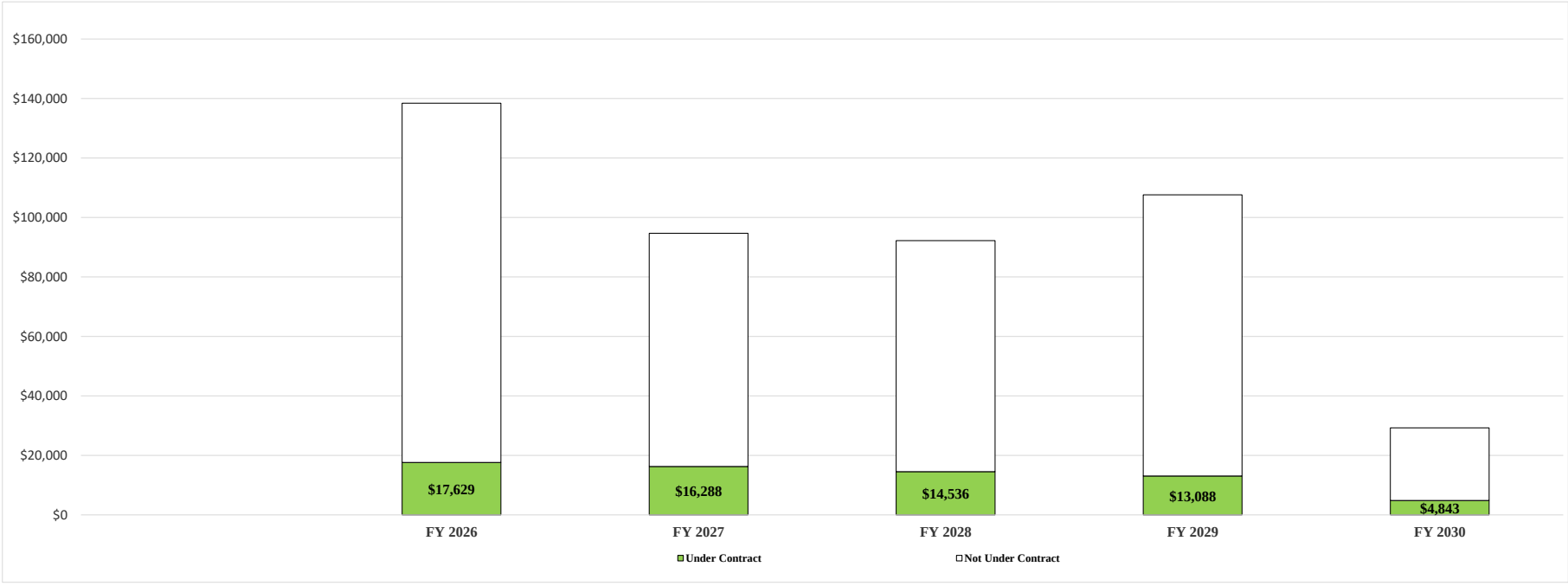
GREATER MIAMI EXPRESSWAY AGENCY (GMX) FY 2026-2030 WORK PROGRAM

Draft: 5/5/2025

	Program Name	Expenditures Thru FY24	Projected Expenditures for FY 2025	Programmed in 5-Year ($000's)					5-Year Cost	Cost Remaining	Total Project Cost
				FY 2026	FY 2027	FY 2028	FY 2029	FY 2030			
TIP	Transportation Improvement Program	$454,990	$23,267	$90,257	$54,069	$79,372	$87,337	$24,099	**$335,133**	**$0**	**$813,390**
R&R	Renewal and Replacement Program	$3,347	$8,457	$14,337	$21,803	$11,280	$20,310	$5,165	**$72,894**	**$0**	**$84,697**
CIP	Capital Improvement Program	$3,511	$9,070	$27,845	$18,838	$1,580	$0	$0	**$48,263**	**$0**	**$60,845**
Contingency Account Budget				$6,000					**$6,000**	**$0**	**$6,000**
PROGRAM TOTALS		**$461,847**	**$40,794**	**$138,439**	**$94,710**	**$92,232**	**$107,646**	**$29,264**	**$462,291**	**$0**	**$964,932**

Total Project Cost in 5-Year (FY 2026-2030) **$462,291**

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total	
Under Contract	$17,629	$16,288	$14,536	$13,088	$4,843	**$ 66,385**	**17% Under Contract**
Not Under Contract	$120,810	$78,422	$77,695	$94,558	$24,420	**$ 395,906**	



PROGRAM NEEDS

TRANSPORTATION IMPROVEMENT PROGRAM

Project Number	Project Name / Description	Project Limits	Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s) FY26	FY27	FY28	FY29	FY30	Remaining	Total Project Cost
11212-000	**SR 112 Ramp Improvements at NW 37th Avenue**											
	New partial interchange at SR 112 and NW 37th Avenue. New movements include eastbound on-ramp from NW 37th Avenue as well as a westbound off-ramp to NW 37th Avenue.	SR 112 at NW 37th Avenue	Project Development	$71	$161	$1,113	$1,380	$761	$0	$0	$0	$3,485
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$1,609	$6,538	$4,828	$0	$0	$0	$12,975
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$1,043	$12,494	$5,327	$0	$18,864
			TOTAL	**$71**	**$161**	**$2,722**	**$7,917**	**$6,632**	**$12,494**	**$5,327**	**$0**	**$35,324**
11214-000	**SR 112 Corridor Modernization**											
	Project Development & Environment (PD&E) Study with limits from the main entrance of the Miami International Airport at the intersection with NW 21st Street to I-95 to address bringing the bridges crossing the SR 112 (Airport Expressway) up to modern standards, improving safety and operational efficiency at the NW 22nd and NW 27th Avenue ramp connections, and improving safety and operational efficiency through the addition of roadway shoulders at locations where none existing. Only PD&E funded.	MIA Entrance to I-95	Project Development	$0	$0	$929	$2,097	$1,840	$698	$0	$0	$5,564
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$0**	**$929**	**$2,097**	**$1,840**	**$698**	**$0**	**$0**	**$5,564**
83611-001	**SR 836 / I-95 Interchange Improvements**											
	Improvements to SR 836 from NW 17th Avenue to I-95 including widening and operational improvements to SR 836 eastbound from NW 17th Avenue to I-95 Interchange, double decking of the SR 836 bridges over the Miami River and improvements to the SR 836 westbound mainline and a new connector serving southbound I-95 traffic destined westbound on SR 836 and to the Civic Center.	NW 17th Avenue to I-95	Project Development	$7,627	$0	$0	$0	$0	$0	$0	$0	$7,627
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$5,465	$156	$701	$0	$0	$0	$0	$0	$6,323
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$187,457	$12,660	$16,288	$16,288	$14,536	$13,088	$4,843	$0	$265,160
			TOTAL	**$200,549**	**$12,816**	**$16,989**	**$16,288**	**$14,536**	**$13,088**	**$4,843**	**$0**	**$279,110**
83618-001	**SR 836 SW Extension / Kendall Parkway Project Development & Right-Of-Way**											
	Project development, permit coordination and right-of-way acquisition for the SR 836 SW Extension/Kendall Parkway. Includes development of Master Plan, completion of PD&E and re-evaluation, post-PD&E traffic update, geotechnical investigation for Seg. 1, 2 & 3, environmental site asessment for Seg. 1 & 2, independent cost estimate and acquisition of right-of-way required for Seg. 1.	NW 137th Avenue to SW 136th Street	Project Development	$26,702	$2,125	$13,992	$1,139	$0	$0	$0	$0	$43,958
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$23,501	$894	$39,016	$0	$0	$0	$0	$0	$63,411
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$50,203**	**$3,019**	**$53,008**	**$1,139**	**$0**	**$0**	**$0**	**$0**	**$107,369**
83618-007	**SR 836 EB & WB Widening from HEFT to 97th Ave**											
	Design and construction of additional lane in the eastbound and westbound direction from east of 97th Avenue to the SR 836 Extension at the HEFT.	HEFT to NW 97th Avenue	Project Development	$751	$112	$30	$0	$0	$0	$0	$0	$893
			Final Design	$0	$18	$2,283	$2,489	$226	$0	$0	$0	$5,016
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$15,139	$26,186	$5,223	$0	$46,548
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$751**	**$130**	**$2,313**	**$2,489**	**$15,364**	**$26,186**	**$5,223**	**$0**	**$52,457**
83618-009	**Widening of SW 137th from SW 8th Street to SW 26th Street**											
	Design and construction of the widening of SW 137th Avenue between SW 8th Street and SW 26th Street from four to six lanes. GMX will finance, procure, and manage the construction of the roadway improvements as a contributory asset to Miami-Dade County.	SW 8th Street to SW 26th Street	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$1,115	$148	$15	$0	$0	$0	$0	$0	$1,278
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$40	$4,367	$7,552	$1,537	$0	$0	$0	$13,497
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$1,115**	**$188**	**$4,382**	**$7,552**	**$1,537**	**$0**	**$0**	**$0**	**$14,775**
83634-001	**SR 836 New HEFT Ramp Connections**											
	New connections from SR 836 to the Homestead Extension of the Florida's Turnpike (HEFT) including eastbound SR 836 to northbound HEFT general purpose lanes, and southbound HEFT general purpose lanes to westbound SR 836 as well as ramps to and from the Dolphin Station Park and Ride Lot.	SR 836 to Homestead Extension of Florida's Turnpike	Project Development	$1,328	$0	$0	$0	$0	$0	$0	$0	$1,328
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$50,094	$4,829	$0	$0	$0	$0	$0	$0	$54,922
			TOTAL	**$51,422**	**$4,829**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$56,250**

GREATER MIAMI EXPRESSWAY AGENCY

FISCAL YEARS 2026-2030

PROGRAM NEEDS

TRANSPORTATION IMPROVEMENT PROGRAM

Project Number	Project Name / Description	Project Limits	Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s) FY26	FY27	FY28	FY29	FY30	Remaining	Total Project Cost
83635-000	**SR 836 Improvements from West of SR 826 to East of SR 923/ Le Jeune Road**											
	Project Development & Environment (PD&E) Study to determine possible widening and interchange improvements to SR 836/Dolphin Expressway from West of SR 826 to East of SR 923/LeJeune Rd to alleviate existing congestion in both directions.	West of SR 826 to East of SR 923/Le Jeune Road	Project Development	$0	$0	$1,569	$2,570	$551	$0	$0	$0	$4,690
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$0**	**$1,569**	**$2,570**	**$551**	**$0**	**$0**	**$0**	**$4,690**
87410-001	**SR 874 Ramp Connector to SW 128th Street**											
	New connection from SR 874 to SW 128th Street. Includes reconstruction of SW 127th Avenue between SW 130th Street and SW 124th Street funded by Miami-Dade County under ILA-MDC-FY17-01 as well as improvements to SW 128th Street west of the HEFT which will be a contributory asset to Miami-Dade County.	SW 128th Street to SR 874	Project Development	$4,418	$0	$0	$0	$0	$0	$0	$0	$4,418
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$23,603	$876	$0	$0	$0	$0	$0	$0	$24,479
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$83,211	$0	$0	$0	$0	$0	$0	$0	$83,211
			TOTAL	**$111,231**	**$876**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$112,108**
87413-000	**SR 874/SW 72nd Street Interchange**											
	New SR 874 southbound exit ramp to SW 72nd Street and new northbound entrance ramp to SR 874 from SW 72nd Street.	SW 72nd Street to SR 874	Project Development	$2,024	$682	$1,383	$756	$0	$0	$0	$0	$4,844
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$177	$531	$89	$0	$0	$0	$797
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$159	$15,353	$11,659	$374	$0	$27,545
			TOTAL	**$2,024**	**$682**	**$1,560**	**$1,446**	**$15,442**	**$11,659**	**$374**	**$0**	**$33,187**
92404-001	**SR 924 Extension West to the Homestead Extension of the Florida Turnpike**											
	Expressway extension from SR 924 west to the Homestead Extension of the Florida's Turnpike (HEFT). This work program includes the cost of NW 138th Street acquired from City of Hialeah, PD&E, partial final design and right-of-way acquisition of identified willing seller parcels. The work slated for FY 2026 is only for coordination of piers being built by the Florida's Turnpike as part of their larger project. Final design and construction of the extension project is not included in this work program.	Homestead Extension of Florida's Turnpike to Existing SR 924	Project Development	$7,580	$0	$0	$0	$0	$0	$0	$0	$7,580
			Final Design	$3,192	$0	$0	$0	$0	$0	$0	$0	$3,192
			Right-of-Way	$12,857	$45	$4,923	$0	$0	$0	$0	$0	$17,825
			Construction	$12,499	$89	$108	$0	$0	$0	$0	$0	$12,696
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$36,128**	**$134**	**$5,031**	**$0**	**$0**	**$0**	**$0**	**$0**	**$41,292**
92408-001	**SR 924 Partial Interchange at NW 67th Avenue**											
	New SR 924 westbound and eastbound on-ramp from NW 67th Avenue and new SR 924 westbound off-ramp to NW 67th Avenue.	SR 924 at NW 67th Avenue	Project Development	$1,496	$433	$775	$579	$0	$0	$0	$0	$3,283
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$979	$11,751	$1,959	$0	$0	$0	$14,689
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$239	$21,511	$23,211	$8,333	$0	$53,293
			TOTAL	**$1,496**	**$433**	**$1,754**	**$12,569**	**$23,469**	**$23,211**	**$8,333**	**$0**	**$71,265**
	TRANSPORTATION IMPROVEMENT PROGRAM TOTALS (FUNDED)			**$454,990**	**$23,267**	**$90,257**	**$54,069**	**$79,372**	**$87,337**	**$24,099**	**$0**	**$813,390**

TOTAL TIP FY 2026-2030	**$**	**335,133**
TOTAL TIP THROUGH FY 2045	**$**	**813,390**

GREATER MIAMI EXPRESSWAY AGENCY

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PROGRAM NEEDS

RENEWAL REPLACEMENT PROGRAM

Project Number	Project Name		Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s)					Cost Remaining	Total Project Cost
	Description	Project Limits				FY26	FY27	FY28	FY29	FY30		
30033-000	**Systemwide Pavement Markings Rehabilitation**											
	Systemwide improvements including installation and replacement of raised pavement markers (RPM), thermoplastic pavement markings, and audible and vibratory pavement markings on concrete roadway segments.	Systemwide	Project Development	$40	$0	$0	$0	$0	$0	$0	$0	$40
			Final Design	$95	$1	$0	$0	$0	$0	$0	$0	$96
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$4,036	$539	$0	$0	$0	$0	$0	$4,576
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$135**	**$4,038**	**$539**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,712**
30041-000	**SR 878 LED Roadway Lighting**											
	SR 878 LED lighting upgrades per the Long-Range R&R Program.	SR 878	Project Development	$245	$0	$0	$0	$0	$0	$0	$0	$245
			Final Design	$0	$960	$79	$0	$0	$0	$0	$0	$1,040
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$3	$0	$3,760	$6,481	$1,358	$0	$0	$0	$11,601
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$248**	**$960**	**$3,839**	**$6,481**	**$1,358**	**$0**	**$0**	**$0**	**$12,886**
30043-000	**Systemwide ORT Gantries & Signature Structures Painting**											
	Painting of ORT gantries & signature sign structures on SR 112, SR 836 (except for the Wing under project 30060-000), SR 874, SR 878 and SR 924 corridors.	Systemwide	Project Development	$107	$0	$0	$0	$0	$0	$0	$0	$107
			Final Design	$201	$377	$9	$0	$0	$0	$0	$0	$586
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$2	$3,007	$2,550	$10	$0	$0	$0	$5,570
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$308**	**$379**	**$3,016**	**$2,550**	**$10**	**$0**	**$0**	**$0**	**$6,263**
30044-000	**Systemwide Milling & Resurfacing Program**											
	Systemwide milling & resurfacing of asphalt pavement at various locations throughout the GMX System as identified by the annual inspection report.	Systemwide	Project Development	$282	$32	$0	$0	$0	$0	$0	$0	$314
			Final Design	$458	$384	$16	$0	$0	$0	$0	$0	$858
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$3,391	$2,891	$14	$0	$0	$0	$6,296
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$740**	**$416**	**$3,407**	**$2,891**	**$14**	**$0**	**$0**	**$0**	**$7,468**
30047-000	**Systemwide Structures Rehabilitation**											
	Systemwide rehabilitation of structures not captured in capital projects.	Systemwide	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$441	$271	$19	$0	$0	$0	$0	$0	$732
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$441**	**$271**	**$19**	**$0**	**$0**	**$0**	**$0**	**$0**	**$732**
30058-000	**Systemwide Sign Panel Replacement**											
	Replacement of deficient sign panels at various locations as determined by the annual inspection report.	Systemwide	Project Development	$35	$1	$0	$0	$0	$0	$0	$0	$35
			Final Design	$88	$326	$58	$0	$0	$0	$0	$0	$471
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$837	$1,341	$631	$0	$0	$0	$0	$0	$2,809
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$959**	**$1,667**	**$689**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,315**
30059-000	**SR 112 Corridor Assessment**											
	Comprehensive assessment to modernize and future proof the SR 112 corridor. A new project, 11214-000, included in TIP.	SR 112	Project Development	$406	$71	$0	$0	$0	$0	$0	$0	$477
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$406**	**$71**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$477**

GREATER MIAMI EXPRESSWAY AGENCY

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PROGRAM NEEDS

RENEWAL REPLACEMENT PROGRAM

Project Number	Project Name		Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s)					Cost Remaining	Total Project Cost
	Description	Project Limits				FY26	FY27	FY28	FY29	FY30		
30060-000	**SR 836 Wing Structure Retrofit**											
	Structural retrofit, replacement of ITS devices, integration of ITS devices to the existing system, and installation/integration of aesthetic lighting to enhance maintenance accessibility and improve safety at the NW 17th Avenue gantry (the Wing Structure).	SR 836 at NW 17th Avenue	Project Development	$108	$158	$0	$0	$0	$0	$0	$0	$267
			Final Design	$1	$202	$1,046	$19	$0	$0	$0	$0	$1,268
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$6,625	$428	$0	$0	$0	$7,053
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$109**	**$361**	**$1,046**	**$6,644**	**$428**	**$0**	**$0**	**$0**	**$8,587**
30061-000	**Milling & Resurfacing of NW 138th Street**											
	Milling and resurfacing of asphalt pavement along NW 138th Street from the north side of North Perimeter Road to west of NW 97th Avenue as needed.	N. Perimeter Rd. to NW 97th Avenue	Project Development	$0	$215	$0	$0	$0	$0	$0	$0	$215
			Final Design	$0	$46	$765	$207	$0	$0	$0	$0	$1,018
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$452	$3,307	$1,557	$7	$0	$5,323
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$261**	**$765**	**$659**	**$3,307**	**$1,557**	**$7**	**$0**	**$6,556**
30062-000	**Pavement Rehabilitation of SR 836 at NW 57th Avenue Eastbound Ramp**											
	Milling & resurfacing of asphalt pavement, replacement of pavement markings, and installation of toll collection loops on SR 836 at NW 57th Avenue eastbound ramp.	SR 836 at NW 57th Avenue EB Ramp	Project Development	$0	$32	$94	$0	$0	$0	$0	$0	$126
			Final Design	$0	$0	$118	$0	$0	$0	$0	$0	$118
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$115	$270	$0	$0	$0	$0	$385
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$32**	**$328**	**$270**	**$0**	**$0**	**$0**	**$0**	**$630**
30064-000	**SR 836 Steel Bridge Painting**											
	Painting of steel bridges on SR 836 with the exception of bridges 874639, southbound MIA to westbound SR 836 / Le Jeune Rd. & 870640, westbound on-ramp from MIC to westbound SR 836 / Le Jeune Rd.	SR 836	Project Development	$0	$0	$0	$0	$84	$0	$0	$0	$84
			Final Design	$0	$0	$0	$0	$97	$0	$0	$0	$97
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$449	$6,430	$2,228	$0	$9,107
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$0**	**$0**	**$0**	**$630**	**$6,430**	**$2,228**	**$0**	**$9,288**
30065-000	**Pavement Rehabilitation of SR 924**											
	Milling and resurfacing of entire limits of the SR 924 corridor (limited access section and urban section). Re-striping of entire limits, from SR 826 Palmetto Exwy to NW 27th Avenue.	SR 924	Project Development	$0	$0	$690	$0	$0	$0	$0	$0	$690
			Final Design	$0	$0	$0	$2,308	$192	$0	$0	$0	$2,500
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$5,341	$12,323	$2,929	$0	$20,593
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$0**	**$690**	**$2,308**	**$5,533**	**$12,323**	**$2,929**	**$0**	**$23,782**
	RENEWAL AND REPLACEMENT PROGRAM TOTALS (FUNDED)			**$3,347**	**$8,457**	**$14,337**	**$21,803**	**$11,280**	**$20,310**	**$5,165**	**$0**	**$84,697**

TOTAL FUNDED R&R FY 2026-2030	**$ 72,894**
TOTAL FUNDED R&R THROUGH FY 2045	**$ 84,697**

GREATER MIAMI EXPRESSWAY AGENCY

FISCAL YEARS 2026-2030

PROGRAM NEEDS **CAPITAL IMPROVEMENT PROGRAM**

Project Number	Project Name / Description	Project Limits	Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s) FY26	FY27	FY28	FY29	FY30	Cost Remaining	Total Project Cost
40049-000	**SR 112 Operational Improvements of Westbound Exit to NW 36th Street**											
	New flyover ramp from westbound SR 112 to NW 36th Street, west of NW 42nd Avenue. Allows westbound traffic to bypass South River Drive and NW 42nd Avenue reducing travel time and congestion. FDOT is completing a PD&E in the project limits. Only funding for coordination with FDOT is included in this work program.	SR 112 to NW 42nd Avenue	Project Development	$2	$8	$83	$0	$0	$0	$0	$0	$93
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$2**	**$8**	**$83**	**$0**	**$0**	**$0**	**$0**	**$0**	**$93**
40050-000	**SR 112 Operational Improvements of Ramps to Okeechobee Rd**											
	New flyover ramp from westbound SR 112 to Okeechobee Road west of NW 42nd Avenue and from Okeechobee Road to eastbound SR 112. Allows westbound traffic to bypass NW 42nd Avenue reducing travel time and congestion. FDOT is completing a PD&E in the project limits. Only funding for coordination with FDOT is included in this work program.	SR 112 to Okeechobee Rd.	Project Development	$2	$8	$81	$0	$0	$0	$0	$0	$91
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$2**	**$8**	**$81**	**$0**	**$0**	**$0**	**$0**	**$0**	**$91**
40051-000	**SR 112 Auxiliary Lanes**											
	Addition of auxiliary lanes or collector/distributor roads from NW 27th Avenue west entrance ramp to NW 22nd Avenue exit ramp.	NW 27th Avenue to NW 22nd Avenue	Project Development	$650	$11	$0	$0	$0	$0	$0	$0	$662
			Final Design	$386	$403	$8	$0	$0	$0	$0	$0	$797
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$3,727	$1,582	$0	$0	$0	$0	$5,309
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$1,036**	**$415**	**$3,735**	**$1,582**	**$0**	**$0**	**$0**	**$0**	**$6,768**
40052-000	**SR 924 Operational Improvements at NW 32nd Avenue**											
	SR 924 operational improvements to eliminate weaving and turning conflicts and enhance safety.	NW 32nd Avenue to NW 37th Avenue	Project Development	$152	$80	$0	$0	$0	$0	$0	$0	$231
			Final Design	$71	$431	$49	$0	$0	$0	$0	$0	$551
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$3,590	$2,204	$0	$0	$0	$0	$5,794
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$223**	**$510**	**$3,639**	**$2,204**	**$0**	**$0**	**$0**	**$0**	**$6,576**
40054-000	**SR 874/SR 878 Interchange Ramp Improvements**											
	Extend SR 874 southbound lane over Kendall Drive and extend the auxiliary lane from southbound Kendall Drive on-ramp to Killian Parkway off-ramp improving lane balance. Also extend the SR 874 northbound Kendall Drive on-ramp to the SR 878 87th Avenue off-ramp to maximize the weaving distance and improve safety. This project has been defunded.	Killian Drive to SW 87th Avenue	Project Development	$142	$62	$0	$0	$0	$0	$0	$0	$204
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$142**	**$62**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$204**
40056-000	**SR 874 DMS Installation**											
	Installation of one Dynamic Message Sign (DMS) and its supporting structure, as well as one DMS confirmation Closed Circuit Television (CCTV) camera on SR 874 southbound Mile Marker (MM) 6.1.	Southbound SR 874 Mile Marker 6.1	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$65	$0	$0	$0	$0	$0	$0	$0	$65
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$811	$0	$0	$0	$0	$0	$0	$0	$811
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$875**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$876**
40057-000	**Systemwide Aesthetic Lighting**											
	Installation of accent lighting at identified locations throughout the GMX System per the GMX aesthetic guidelines. Construction cost to be determined and included in the work program after completion of final design.	Systemwide	Project Development	$113	$42	$245	$0	$0	$0	$0	$0	$400
			Final Design	$0	$0	$142	$708	$0	$0	$0	$0	$850
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$113**	**$42**	**$387**	**$708**	**$0**	**$0**	**$0**	**$0**	**$1,250**

GREATER MIAMI EXPRESSWAY AGENCY

FISCAL YEARS 2026-2030

PROGRAM NEEDS **CAPITAL IMPROVEMENT PROGRAM**

Project Number	Project Name / Description	Project Limits	Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s) FY26	FY27	FY28	FY29	FY30	Cost Remaining	Total Project Cost
40058-000	**Toll Collection System Modernization**											
	Modernization of the roadside toll collection system.	Systemwide	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$44	$5,398	$2,996	$0	$0	$0	$0	$0	$8,438
			TOTAL	**$44**	**$5,398**	**$2,996**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,438**
40059-000	**SR 112 Alternate Pavement Method**											
	Replacement of asphalt and Open Road Tolling loop installation at 2 locations on the SR 112 corridor (NW 17th Ave. & NW 32nd Ave.).	SR 112 at 17th Ave & 32nd Ave	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$222	$0	$0	$0	$0	$0	$0	$0	$222
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$47	$1,191	$0	$0	$0	$0	$0	$0	$1,238
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$269**	**$1,191**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,460**
40060-000	**Preliminary Engineering & Procurement for Projects 40060-001, 002 & 003**											
	This project funds the preliminary engineering, procurement package development and support for projects 40060-001 Systemwide Blind Spot Cameras and Camera Lowering Device (CLD) Replacement, 400600-002 NW 137th Avenue Arterial DMS Replacement & New Arterial DMS Installation; and 40060-003 Systemwide DMS Catwalk Replacement.	Systemwide	Project Development	$391	$96	$152	$0	$0	$0	$0	$0	$638
			Final Design	$74	$6	$0	$0	$0	$0	$0	$0	$80
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$465**	**$101**	**$152**	**$0**	**$0**	**$0**	**$0**	**$0**	**$718**
40060-001	**Systemwide Blind Spot Cameras and Camera Lowering Device Replacement**											
	Installation of new incident management cameras to address blind spots systemwide and replacement of end of life camera lowering devices (CLD).	Systemwide	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$4,652	$1,994	$0	$0	$0	$0	$6,645
			TOTAL	**$0**	**$0**	**$4,652**	**$1,994**	**$0**	**$0**	**$0**	**$0**	**$6,645**
40060-002	**SR 836, SR 874 & SR 924 Dynamic Message Sign (DMS) Installation**											
	New installation of Dynamic Message Signs (DMS) on SR 836, SR 874 & SR 924.	SR 836, SR 874 & SR 924	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$6,091	$4,411	$0	$0	$0	$0	$10,502
			TOTAL	**$0**	**$0**	**$6,091**	**$4,411**	**$0**	**$0**	**$0**	**$0**	**$10,502**
40060-003	**Systemwide Dynamic Message Sign (DMS) Catwalk Replacement**											
	Replacement of catwalk structures to meet the latest FDOT standards for safety of maintenance personnel.	Systemwide	Project Development	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$1,167	$143	$0	$0	$0	$0	$1,310
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$0**	**$1,167**	**$143**	**$0**	**$0**	**$0**	**$0**	**$1,310**
40061-000	**Systemwide ITS and Toll Gantries Generator Installation and Power Distribution**											
	Connection of Intelligent Transportation System (ITS) devices and traffic signals adjacent to the GMX expressway ramps to an electric power distribution system that provides back-up power during power outages.	Systemwide	Project Development	$339	$34	$0	$0	$0	$0	$0	$0	$373
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$1,225	$200	$0	$0	$0	$0	$1,425
			TOTAL	**$339**	**$34**	**$1,225**	**$200**	**$0**	**$0**	**$0**	**$0**	**$1,798**

GREATER MIAMI EXPRESSWAY AGENCY

FISCAL YEARS 2026-2030

PROGRAM NEEDS **CAPITAL IMPROVEMENT PROGRAM**

Project Number	Project Name / Description	Project Limits	Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s) FY26	FY27	FY28	FY29	FY30	Cost Remaining	Total Project Cost
40065-000	**Approach to NW 72nd Avenue/Milam Dairy Road at SR 836 Eastbound Ramp**											
	Extension (widening) of the existing ramp on the eastbound approach to NW 72nd Avenue from SR 836 to provide operational improvements. Replacement of the existing overhead span sign structure, high mast lighting in conflict with the extension of the ramp lanes and signalization mast arm for the approach to the intersection to add signal heads to reflect the ramp modifications. Regrading of drainage swales and restriping.	SR 836 at NW 72nd Avenue	Project Development	$0	$93	$0	$0	$0	$0	$0	$0	$93
			Final Design	$0	$70	$368	$8	$0	$0	$0	$0	$446
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$33	$2,959	$75	$0	$0	$0	$3,067
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$164**	**$401**	**$2,967**	**$75**	**$0**	**$0**	**$0**	**$3,607**
40066-000	**SR 112 and SR 836 Fiber Backbone Redundant Path**											
	Installation of new backbone fiber connection through NW 21st St. and Le Jeune Rd to provide redundancy to GMX along existing fiber on SR 112 and SR 836.	SR 112 and SR 836	Project Development	$0	$14	$13	$0	$0	$0	$0	$0	$27
			Final Design	$0	$102	$92	$0	$0	$0	$0	$0	$194
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$280	$666	$0	$0	$0	$0	$0	$946
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$396**	**$771**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,167**
40067-000	**Systemwide Speed Feedback Sign Deployment**											
	Deployment of speed feedback signs to improve motorist safety along the GMX expressways.	Systemwide	Project Development	$0	$22	$0	$0	$0	$0	$0	$0	$22
			Final Design	$0	$62	$44	$0	$0	$0	$0	$0	$106
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$493	$206	$0	$0	$0	$0	$699
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$84**	**$537**	**$206**	**$0**	**$0**	**$0**	**$0**	**$827**
40068-000	**Operational Improvements to SR 836 at NW 137th Avenue**											
	Improve operations for SR 836 Mainline, westbound Off-Ramp and eastbound On-Ramp at NW 137th Avenue through the installation of new signage and pavement markings.	SR 836 at NW 137th Avenue	Project Development	$0	$86	$18	$0	$0	$0	$0	$0	$104
			Final Design	$0	$189	$984	$18	$0	$0	$0	$0	$1,192
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$4,029	$1,505	$0	$0	$0	$5,535
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$275**	**$1,002**	**$4,048**	**$1,505**	**$0**	**$0**	**$0**	**$6,831**
40069-000	**SR 836 WB Ramp to NB SR 826 Safety Improvements**											
	Safety improvements on off ramp from SR 836 westbound toward northbound SR 826. This location has been identified as a high crash location.	SR 836 at SR 826	Project Development	$0	$134	$0	$0	$0	$0	$0	$0	$134
			Final Design	$0	$58	$149	$0	$0	$0	$0	$0	$207
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$286	$375	$0	$0	$0	$0	$661
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$192**	**$435**	**$375**	**$0**	**$0**	**$0**	**$0**	**$1,003**
40070-000	**SR 836 EB Off-Ramp at NW 57th Avenue Safety Improvements**											
	PD&E for the westbound SR 836 westbound off-ramp at NW 57th Avenue to identify operational improvements to alleviate the weaving conditions. A new project, 83635-000, included in TIP.	SR 836 at NW 57th Avenue	Project Development	$0	$151	$0	$0	$0	$0	$0	$0	$151
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$0	$0	$0	$0	$0	$0	$0
			TOTAL	**$0**	**$151**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$151**

GREATER MIAMI EXPRESSWAY AGENCY

FISCAL YEARS 2026-2030

PROGRAM NEEDS **CAPITAL IMPROVEMENT PROGRAM**

Project Number	Project Name: Description	Project Name: Project Limits	Phase	Expenditures Thru FY24	Projected FY25 Expenditures	FY26 THRU FY30 ($000s): FY26	FY27	FY28	FY29	FY30	Cost Remaining	Total Project Cost
40071-000	**Systemwide Solar Power Solutions**											
	Assessment and implementation of solar power solutions within the GMX System.	Systemwide	Project Development	$0	$37	$30	$0	$0	$0	$0	$0	$67
			Final Design	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Right-of-Way	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
			Design/Build	$0	$0	$463	$0	$0	$0	$0	$0	$463
			TOTAL	**$0**	**$37**	**$493**	**$0**	**$0**	**$0**	**$0**	**$0**	**$530**
	CAPITAL IMPROVEMENT PROGRAM TOTALS (FUNDED)			**$3,511**	**$9,070**	**$27,845**	**$18,838**	**$1,580**	**$0**	**$0**	**$0**	**$60,845**

TOTAL FUNDED CIP FY 2026-2030	**$ 48,263**
TOTAL FUNDED CIP THROUGH FY 2045	**$ 60,845**

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[x] Consent [ ] Regular [ ] Public Hearing

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 11205

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the resolution accepting title from the Florida Legislature to certain parcels of real property located in Miami-Dade County and previously acquired by the dissolved Miami-Dade County Expressway Authority (MDX) for Project 11205; and authorization to record the resolution in the public records of Miami-Dade County.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) owns the ***original*** expressway system operated by GMX's predecessor agency, MDX. The Transfer Agreement dated December 10, 1996, only transferred operational and financial control of the expressways owned by FDOT to MDX.

Following the Transfer Agreement and facilitating Project 11205, MDX acquired ***additional*** parcels for the State Road 112 Interconnector from State Road 836 to State Road 112 west of NW 27th Avenue. Since these parcels were not part of the original expressway system, MDX took title to these parcels in its own name, not FDOT's.

Effective May 11, 2023, and pursuant to Florida Statutes § 348.03031(3), the Florida Legislature transferred all assets previously owned or controlled by the former MDX to the reestablished GMX. These assets included, without limitation, the additional parcels that MDX acquired in its own name.

By operation of the statute, the title to the additional parcels automatically transferred from MDX to GMX. Unfortunately, GMX's title to these properties was clouded by the lawsuit filed by MDX and Miami-Dade County against GMX in Miami-Dade Circuit Court Case No. 2021-024025-CA-01. Uncertain of the lawsuit's outcome, title companies hesitated to issue title insurance for the additional parcels.

The lawsuit recently ended in favor of GMX. The trial court granted summary final judgment in favor of GMX. Miami-Dade County and MDX appealed the trial court's decision, but later

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 11205

dismissed the appeal, which ended the litigation. Miami-Dade County and MDX no longer challenge GMX's right to exist or GMX's title to the additional properties.

This successful conclusion of the lawsuit now allows GMX to formally accept title to the additional parcels in a manner that will satisfy the concerns of the title companies.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements do not apply to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

The resolution should facilitate GMX's ability to obtain title insurance and enable GMX to sell any surplus parcels.

FISCAL IMPACT:

GMX will incur minimal costs to record the resolution in the public records of Miami-Dade County.

EXHIBITS ATTACHED:

Exhibit 1 – Proposed Resolution No. 25-01

Exhibit 1-A – Summary Final Judgment in favor of GMX

Exhibit 1-B – Miami-Dade County Notice of Voluntary Dismissal

Exhibit 1-C – MDX Notice of Dismissal of Appeal

Exhibit 1-D – Third District Court of Appeal Recognition of Dismissal

Exhibit 1-E – Legal Descriptions with Parcel Numbers

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 11205

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-01

RESOLUTION ACCEPTING TITLE FROM THE FLORIDA LEGISLATURE TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN MIAMI-DADE COUNTY, FLORIDA, AND PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 11205

WHEREAS, Florida Statutes § 348.0304 created and established a body politic and corporate, an agency of the state, known as the Greater Miami Expressway Agency ("GMX");

WHEREAS, Florida Statutes § 348.03031 transferred all assets, employees, contracts, rights, and liabilities previously owned or controlled by the dissolved Miami-Dade County Expressway Authority ("MDX") to GMX;

WHEREAS, the assets of MDX included, without limitation, certain parcels of real property for the State Road 112 Interconnector from State Road 836 to State Road 112 west of NW 27th Avenue, which MDX originally purchased, condemned, or otherwise acquired for Project 11205;

WHEREAS, MDX and Miami-Dade County filed Case No. 2021-024025-CA-01 (the "Litigation") against GMX in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Trial Court");

WHEREAS, as reflected in Exhibit "A," on September 25, 2024, the Trial Court entered Summary Final Judgment in favor of GMX and against MDX and Miami-Dade County;

WHEREAS, MDX and Miami-Dade County appealed the Trial Court's Summary Final Judgment in Case No. 3D2024-1918 (the "Appeal") to the Third District Court of Appeal (the "Appellate Court");

WHEREAS, as reflected in Exhibit "B," on or about February 21, 2025, Miami-Dade County voluntarily dismissed itself as a party to the Appeal;

WHEREAS, as reflected in Exhibit "C," on or about March 12, 2025, MDX voluntarily dismissed the Appeal;

WHEREAS, as reflected in Exhibit "D," the Appellate Court recognized the dismissal of the Appeal, which ended the Litigation;

WHEREAS, GMX now desires to formalize, document, and record its acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by GMX's Governing Board (the "Board") that, in consideration of the foregoing, the Board directs and adopts the following:

Section 1. GMX hereby accepts title to and confirms its ownership of those certain parcels of real property more particularly described on Composite Exhibit "E" attached hereto.

Section 2. The Board authorizes GMX to record this Resolution in the public records for Miami-Dade County, Florida, and Monroe County, Florida, to formally document its ownership of certain parcels of real property listed on Composite Exhibit "E" hereto.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Chair Mariana Cancio	-
Vice Chair Fatima Perez	-
Treasurer Rodolfo L. Pages	-
Member Richard Blanco Jr.	-
Member Daniel Iglesias, P.E.	-
Member Edward Pidermann	-
Member Stanley Rigaud	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

Greater Miami Expressway Agency
(GMX)

By:_____
Maria Luisa Navia Lobo
GMX Board Secretary

EXHIBIT "A"

Summary Final Judgment

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-024025-CA-01
SECTION: CA44
JUDGE: Lisa Walsh

Miami-Dade County Expressway Authority

Plaintiff(s)

vs.

Greater Miami Expressway Agency et al

Defendant(s)

_____/

ORDER VACATING PRIOR ORDERS PURSUANT TO MANDATE, GRANTING DEFENDANTS' MOTION FOR SUMARY JUDGMENT, DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND ENTERING FINAL JUDGMENT FOR DEFENDANTS (D.E. 144 AND D.E. 182)

This cause comes before the Court on the Motion for Summary Judgment filed by Defendants Greater Miami Expressway Agency ("GMX"), Marili Cancio, Richard Blanco, Stacy Miller, Rodolfo Pages, and Fatima Perez (collectively, the "GMX Defendants") on March 14, 2024 [D.E. 144], and on the Joint Motion for Summary Judgment filed by Plaintiffs Miami-Dade Expressway Authority ("MDX") and Intervenor-Plaintiff Miami-Dade County ("County") (collectively "Plaintiffs") on July 8, 2024 [D.E. 182]. The Court held a hearing on both motions on Thursday, August 8, 2024. After reviewing the Motions, the pleadings, applicable Florida law, argument of counsel, and being otherwise fully advised, the Court hereby GRANTS the GMX Defendants' Motion, DENIES Plaintiffs' Motion, and enters Final Judgment for the Defendants for the reasons stated herein.

INTRODUCTION

1. This action relates to the struggle between the State of Florida and Miami-Dade County to control a multibillion-dollar system of five tolled expressways owned by the State and encompassed within Miami-Dade County (the "System"). In the last four years, the Florida Legislature and Miami-Dade County Board of County Commissioners ("County") have sequentially adopted statutory amendments and county ordinances in their respective attempts to assert control of this System and the related revenue. Presently before the Court are the parties' cross-motions for summary judgment, wherein both sides of this dispute ask the Court to decide the matter in their favor on grounds that there are no genuine disputes of material fact, and with each side asserting it is entitled to judgment as a matter of law.

2. The primary legal question the Court must decide in ruling on these competing motions for summary judgment is whether the Miami-Dade County Board of County Commissioners (the "BCC") acted within its authority under the Home Rule Amendment to the Florida Constitution and the Miami-Dade County Home Rule Charter (the "Charter") when adopting Ordinance No. 23-93 (the "2023 Ordinance"). Under that authority, the BCC may "abolish . . . governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise" and may adopt ordinances that "modify or nullify any existing local,

special or general law applicable only to Dade County." *See* Fla. Const., art. VIII, § 6(e), n. 3 (1968); Charter at §§ 1.01(A)(24) & 9.04. However, Article VIII of the Florida Constitution further provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and *any other one or more counties in the state of Florida* . . . ." Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added)."

3. The Florida Legislature enacted 2023-70, Laws of Florida, Sections 18-28 of House Bill 1305 (the "2023 Statute"), abolishing the County-created Miami-Dade Expressway Authority and re-creating the Greater Miami Expressway Agency ("GMX"), to manage an expressway system "within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94." *Id.* The subsequently passed 2023 BCC Ordinance purported to supersede and nullify the 2023 Statute.

4. On its face, the 2023 Statute does not apply "only to Dade County," but rather applies to portions of Monroe County as well. Nonetheless, Plaintiffs argue it is not "feasible" or "reasonably possible" for GMX's jurisdiction to be exercised in Monroe County and, therefore, Plaintiffs urge the Court to ignore the statutory text and conclude that the 2023 Statute is a local or special law, and to further conclude that the 2023 Ordinance is a valid exercise of the County's authority under the Home Rule Amendment to the Florida Constitution.

FACTUAL BACKGROUND

The court provides some historical context to this dispute.

I. The FEAA and the Creation of MDX.

5. In 1990, the Legislature passed the Florida Expressway Authority Act ("FEAA"), Ch. 90-136, Laws of Florida, a law that authorized the creation of state agencies to operate portions of the Florida Highway System owned by the Florida Department of Transportation ("FDOT"). *See generally* §§ 348.0001-.0012, Fla. Stat. (2018). Before it was repealed in 2019, the FEAA provided that "[a]ny county, or two or more contiguous counties located within a single district of the department, may, by resolution adopted by the board of county commissioners, form an expressway authority, which shall be an agency of the state, pursuant to the Florida Expressway Authority Act." § 348.0003, Fla. Stat. (2018).

6. Pursuant to the FEAA, in 1994, the County adopted Ordinance 94-215 (codified as Article XVIII, Section 2-128) to "exercise the power conferred by the Florida Expressway Authority Act" to create an expressway authority (MDX) as a state agency. See Ordinance 94-215 at § 1 ("The Dade County Expressway Authority (the 'Authority') is hereby formed. The Authority shall be an agency of the state pursuant to the Florida Expressway Authority Act."); *see also Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.*, 316 So. 3d 388, 390 (Fla. 1st

DCA 2021) (finding that MDX was a "state agency" and without standing under the public official standing doctrine to challenge the constitutionality of Chapter 2019-169, Laws of Florida ("2019 Statute")).[1]

7. In 1996, FDOT entered a Transfer Agreement with MDX whereby it transferred financial and operational control of five State-owned expressways in Miami-Dade County to MDX in exchange for MDX's payment of $91 million; however, under the Transfer Agreement, FDOT retained ownership of the five expressways in Miami-Dade County. Such expressways have always been components of the State Highway System, first constructed by the State in 1915.

II. The Legislature's 2019 Statute and the County's 2021 Ordinance.

8. In 2019, the Florida Legislature enacted Chapter 2019-169, Laws of Florida, repealing the FEAA. *See* Ch. 2019-169, s. 13, Laws of Fla. The 2019 Statute created GMX, dissolved MDX, and transferred its assets, liabilities, contracts, rights, and employees to GMX. *See* §§ 348.0301-348.0318, Fla. Stat. (2019).

9. Thereafter, on May 4, 2021, the County passed Ordinance 21-35 (the "2021 Ordinance"), purporting to dissolve GMX and nullify five sections of the 2019 Statute via the County's home rule powers.

III. MDX's Original Complaint and the Third DCA's Reversal of Summary Judgment in Favor of MDX.

10. Subsequently, on October 28, 2021, MDX first filed this case, at that time only against the GMX Defendants. In its original complaint, MDX brought an *in rem* action for declaratory relief, injunctive relief, and to quiet title to part of the State of Florida's expressway system in Miami-Dade County. MDX argued that the 2019 Statute was invalidated by the 2021 Ordinance. The Predecessor Judge denied a motion to dismiss the complaint.

11. MDX moved for summary judgment on February 2, 2022 (and amended its motion on March 1, 2022). The Predecessor Judge granted summary judgment in favor of MDX, and entered Final Judgment on July 26, 2022, stating that, *inter alia*, MDX was the lawful owner of all property and interests conveyed by the Transfer Agreement. The GMX Defendants timely filed their notice of appeal, and the court stayed the final judgment pending appellate review. *See* Fla. R. App. P. 9.310(b)(2).

12. On October 25, 2023, the Third District Court of Appeal issued its opinion in this case reversing the trial court's orders, on the grounds that only operational and financial control -- not ownership -- of the expressway system was transferred to MDX, and that because FDOT was an indispensable party, the trial court erred in denying a motion to dismiss the complaint. *See Greater Miami Expressway Agency, et al. v. Miami-Dade Expressway Authority, et al.*, 388 So. 3d 138 (Fla. 3d DCA 2023). On November 17, 2023, the Third DCA issued its mandate to this Court to hold further proceedings in accordance with its opinion.

13. Following the mandate, the parties did not place the matter on the court's docket to vacate the orders entered by the predecessor judge and dismiss this case. Instead, three days after the Mandate issued, Plaintiff filed an amended complaint.[2] Thus, as a preliminary matter, the court, in carrying out the mandate, hereby vacates the final judgment, summary judgment order, and order denying dismissal entered by my predecessor.

IV. The Legislature's 2023 Statute and the County's 2023 Ordinance

14. While the appeal was pending at the Third DCA, the Legislature passed Chapter 2023-70, Laws of Florida (the "**2023 Statute**"), to "clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County..." § 348.03031(1), Fla. Stat.

15. The 2023 Statute confirms that FDOT owns the expressway system and "transferred only operational and financial control of the expressways owned by the department" to MDX pursuant to the Transfer Agreement. § 348.03031(2), Fla. Stat. It also provides that "the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished," § 348.03031(4), Fla. Stat., and that "Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida..." § 348.03031(3), Fla. Stat. Further, it transferred all "assets, employees, contracts, rights, and liabilities" previously under MDX's authority to GMX. See § 348.03031(3),

Fla. Stat.

16. The 2023 Statute expressly states the following:

> (1) The Legislature finds the need to clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County, following Miami-Dade County's attempt to abolish the Greater Miami Expressway Agency in Miami-Dade Ordinance 21-35 (May 4, 2021).
>
> (2) The Legislature recognizes that the original expressway system previously operated by the former Miami-Dade County Expressway Authority is owned by the department. The transfer agreement dated December 10, 1996, entered into by the department and the former Miami-Dade County Expressway Authority, transferred only operational and financial control of the expressways owned by the department.
>
> (3) The Legislature recognizes the Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida, and all assets, employees, contracts, rights, and liabilities were purportedly transferred to the Greater Miami Expressway Agency. All assets, employees, contracts, rights, and liabilities previously owned or controlled by the former Miami-Dade County Expressway Authority, including, without limitation, those previously transferred to the Greater Miami Expressway Agency, are transferred back to the reestablished Greater Miami Expressway Agency created in s. 348.0304 on May 11, 2023.
>
> (4) It is the intent of the Legislature to confirm that the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished. The Greater Miami

> Expressway Agency is the state agency that shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94. It is further the express intent of the Legislature that the Greater Miami Expressway Agency created by this law is an agency of the state and not subject to any county's home rule powers.

§ 348.0306, Fla. Stat. (2023).

17. The Florida Legislature did not identify any "expressway system" within the Monroe County portion of GMX's jurisdiction, and the Legislature did not transfer assets or operational control of any roadways lying within the Monroe County portion. Instead, all of the expressways and assets under GMX's control currently lie exclusively in Miami-Dade County. County Road 94, also known as "Loop Road," is located within the Big Cypress National Preserve and is owned by the U.S. government.

18. In response to the 2023 Statute, on October 17, 2023, the Miami-Dade County Commission passed Ordinance No. 23-93 (the "**2023 Ordinance**") purporting to (i) declare the 2023 Statute to be a special or local law applying only to Miami-Dade County, (ii) nullify the 2023 Statute, (iii) abolish GMX, (iv) reestablish MDX, and (v) transfer all assets, facilities, property, liability for any bonds, and any other rights or obligations held by GMX back to MDX.

19. The County characterizes the 2023 Ordinance as an exercise of its constitutional

home rule powers. Such powers provide that the County may dissolve a governmental entity whose "jurisdiction lies wholly within Miami-Dade County," Art. VIII, § 6(e), Fla. Const. (1968), and "nullify any existing local, special, or general law applicable only to Dade County." Art. VIII, § 11(5), Fla. Const. (1968).

V. MDX's Amended Complaint.

20. On November 20, 2023, MDX filed its Amended Complaint in this case. MDX seeks declaratory relief and a permanent injunction barring GMX from taking any action to interfere with MDX's rights to the Miami Expressway System. (DE 99) This new pleading updated the factual allegations and asserted that County's 2023 Ordinance nullified the Legislature's 2023 Statute. MDX still did not include FDOT as an indispensable party, because the Complaint does not include a claim to quiet title or any other claim to property ownership. MDX instead added The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as indenture trustee, and Bank of America (collectively, the "Bank Defendants") as defendants, seeks declaratory relief with respect to the accounts held by these defendants, and adds Miami-Dade County as an intervenor-plaintiff.

21. Pursuant to the 2023 Ordinance, in its Amended Complaint, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the subject expressway system; (ii) a permanent injunction against the GMX

Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants. (DE 99)

VI. Cross Motions for Summary Judgment

22. Plaintiffs in their Joint Motion for Summary Judgment argue that (i) the 2023 Statute is a special law that affects only Miami-Dade County because it would not be feasible for GMX to operate an expressway in the portion of Monroe County included in the 2023 Statute; and (ii) the 2023 Ordinance was a proper exercise of the County's home rule authority and thus supersedes and nullifies the 2023 Statute. Accordingly, on the basis of the 2023 Ordinance, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the System; (ii) a permanent injunction against the GMX Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants.

23. Defendants in their Motion for Summary Judgment argue that: (i) the Legislature has plenary authority to govern the state's highway system and to direct state agencies to administer the highway system; (ii) the 2023 Statute is a general law that is not subject to the County's home rule powers; (iii) the 2023 Ordinance is preempted by the 2023 Statute and, therefore, was passed without

constitutional authority; and (iv) the County lacks authority to direct the State's assets or to abolish and create state agencies. Defendants seek a judgment in their favor on the grounds that the 2023 Statute is valid and enforceable with respect to the jurisdiction and control of the System.

CONCLUSIONS OF LAW

I. The County's Home Rule Authority and Separation of Powers

24. The Florida Constitution provides that counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. Fla. Const. art. VIII, § 1(g). The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. *Id.* The Miami-Dade County Home Rule Charter allows the BCC to "[s]upersede, nullify, or amend any special law applying to this county, or any general law applying only to this county, or any general law where specifically authorized by the Constitution." *Id.* at Section 1.01-A(24).

25. In ruling on the validity of the 2023 Ordinance, the Court must consider its authority under the separation of powers doctrine set forth in the Florida Constitution. "The separation of powers doctrine encompasses two fundamental prohibitions; the first is that no branch may encroach upon the powers of another, and the second is that no branch may delegate to another branch its

constitutionally assigned power." *Fla. Ass'n of Pro. Lobbyists, Inc. v. Div. of Legislative Info. Servs.*, 7 So. 3d 511, 514 (Fla. 2009) (citation omitted). "Under the constitutional doctrine of separation of powers, the judicial branch must not interfere with the discretionary functions of the legislative or executive branches of government absent a violation of constitutional or statutory rights." *Trianon Park Condo. Ass'n, Inc. v. City of Hialeah*, 468 So. 2d 912 (Fla. 1985) (*citing Com. Carrier Corp. v. Indian River Cnty.*, 371 So. 2d 1010 (Fla. 1979); *Askey v. Schuster*, 331 so. 2d 297 (Fla. 1976); art. II, § 3, Fla. Const.)

26. Equally, the judicial branch has the purpose of determining the constitutional propriety of the policies and programs and of adjudicating any conflicts arising from the interpretation or application of the laws. Fla. Stat. § 20.02. The right to declare an act unconstitutional is purely a judicial power. *State ex rel. Atl. Coast Line R. Co. v. State Bd. of Equalizers*, 84 Fla. 592, 94 So. 681 (1922). Ordinarily, the constitutionality of a legislative act should be challenged by filing an action for declaratory judgment in circuit court. *Abdool v. Bondi*, 141 So. 3d 529, 537 (Fla. 2014) (*citing Moreau v. Lewis*, 648 So. 2d 124, 126 (Fla. 1995)).

27. Although this case, which initially involved the parties' dispute over the 2019 Statute and 2021 Ordinance, was already in progress, Plaintiffs did not initiate an action for declaratory judgment as to the constitutionality of the 2023 Statute prior to BCC enacting the 2023 Ordinance seeking to nullify and supersede the 2023 Statute. The 2023 Ordinance purports to determine the constitutional

propriety of the 2023 Statute enacted by the Legislature by (i) declaring that "sections 18 through 28 of Chapter 2023-70 of the Laws of Florida together constitute a special or local law applying only to Miami-Dade County (or a general law applying only in Miami-Dade County)"; (ii) superseding and nullifying sections 18 through 28 of Chapter 2023-70 of the Laws of Florida; (iii) abolishing "the board, offices, and functions of the Greater Miami Expressway Agency created or required to be created by section 15 of Chapter 2019-169 and subsequently reestablished by section 18 of Chapter 2023-70"; and (iv) reinstating "[a]ny portion of Ordinance No. 21-35 that was superseded by sections 18 through 28 of Chapter 2023-70 of the Laws of Florida. "[W]hether a law is a special or general law is a pure legal question subject to de novo review." *Schrader v. Florida Keys Aqueduct Auth.*, 840 So. 2d 1050, 1055 (Fla. 2003). Accordingly, the Court will exercise its judicial function to determine the purely legal question whether the 2023 statute is a special or general law under the Florida Constitution.

II. **Whether the 2023 Statute is a special or general law under Art. VIII, § 11(5) of the Florida Constitution**

28. Under art. VIII, § 11(5), Fla. Const. (1968), the County may "nullify any existing local, special, or general law applicable only to Dade County." The County relied on this provision in its 2023 Ordinance purporting to nullify the 2023 Statute. However, the Florida Constitution provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws

which shall relate to Dade County and any other one or more counties in the state of Florida…" Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added).

29. The Florida Supreme Court has defined special, local, and general laws as follows:

> [A] special law is one relating to, or designed to operate upon, particular persons or things, or one that purports to operate upon classified persons or things when classification is not permissible or the classification adopted is illegal; a local law is one relating to, or designed to operate only in, a specifically indicated part of the state, or one that purports to operate within classified territory when classification is not permissible or the classification adopted is illegal.
>
> A general law operates universally throughout the state, or uniformly upon subjects as they may exist throughout the state, or uniformly within permissible classifications by population of counties or otherwise, or is a law relating to a state function or instrumentality.

Schrader, 840 So. 2d at 1055 (Fla. 2003) (*quoting State ex rel. Landis v. Harris*, 163 So. 237, 240 (1934)).

30. On its face, the 2023 Statute is not a special law because it relates to Miami-Dade County and "one or more counties in the state of Florida," under art. VIII, § 11(5), Fla. Const. (1968). It empowers GMX to operate and maintain an expressway system in Miami-Dade and Monroe counties.

31. Further, the law "[relates] to a state function or instrumentality." *Landis*, 163 So. at 240. As the Court pointed out in *Schrader*, "[s]o long as a law materially

affects the people of this state, it need not have universal application to be a general law." *Id.* At 1055-56. The 2023 Statute was passed as part of comprehensive legislation reasonably relating to the operation and maintenance of the *statewide* transportation system and thus relates to a state function or instrumentality. As the law materially affects the people of the State of Florida, the 2023 Statute is a general law reasonably relating to a statewide purpose and is not subject to nullification under art. VIII, § 11(5). *See Dep't of Legal Affairs v. Sanford-Orlando Kennel Club, Inc.*, 434 So. 2d 879, 881 (Fla. 1983) ("It is well established that a general law does not lose its general law status so long as it . . . relates to a state function or instrumentality."); *see also Fla. Retail Fed'n, Inc. v. City of Coral Gables*, 282 So. 3d 889, 893 (Fla. 3d DCA 2019) ("It is well-established that the Home Rule Amendment must be strictly construed to maintain the supremacy of general laws."), *citing Metro. Dade Cnty. v. Chase Fed. Housing Corp.*, 737 So. 2d 494, 504 (Fla. 1999).

32. The 2023 Statute unambiguously confers jurisdiction and authority to GMX—a state agency—to operate and maintain a significant portion of the State Highway System owned by FDOT and integral to Florida's transportation system. Indeed, the broader Chapter 348, Florida Statutes, generally regulates "Expressway and Bridge Authorities" across the State of Florida, including the Central Florida Expressway Authority, the Tampa-Hillsborough Expressway Authority, and the Greater Miami Expressway Authority. *See Johns River Water Mgmt. Dist. v. Deseret Ranches of Florida, Inc.*, 421 So. 2d 1067, 1068

(Fla. 1982) (explaining that a court should review "the nature and history of [the] enactment… in conjunction with [its statutory] chapter" to determine its special or general character).

33. Pursuant to its authority under the 2023 Statute, GMX operates five expressways in Miami-Dade County that constitute a significant and highly traversed portion of the Florida Highway System owned by FDOT: State Road 112 (the Airport Expressway), State Road 836 (the Dolphin Expressway), State Road 874 (the Don Shula Expressway), State Road 878 (the Snapper Creek Expressway), and State Road 924 (the Gratigny Expressway). The 2023 Statute also confers jurisdiction over parts of Monroe County to GMX should it choose to operate or extend an expressway in that area. See § 348.0304(2), Fla. Stat.

34. Florida courts have routinely held that statutes furthering a statewide purpose are valid general laws, including, specifically, laws relating to "transportation systems that had impacts far exceeding the limited geographic area identified in the laws themselves." *Martin Mem'l Med. Ctr., Inc. v. Tenet Healthsystem Hosps., Inc.*, 875 So. 2d 797, 803 (Fla. 1st DCA 2004); *see also Florida State Tpk. Auth.*, 80 So. 2d at 343 (finding law directing turnpike to be constructed through small part of State would affect traffic statewide and, thus, "such a turnpike may no more logically be said to be local than one aorta may be said to perform a local function independent of the other blood vessels of the human body."); *St. Johns River Water Mgmt. Dist.*, 421 So. 2d at 1069 (finding legislation that applied in a limited geographic region to be a valid general law

because "the statewide water management plan created and implemented by chapter 373 is primarily a state function serving the state's interest in protecting and managing a vital natural resource."); *Schrader*, 840 So. 2d at 1056 ("This Court has upheld as legally valid general laws legislation that facially appeared to affect only a limited geographic area of the state but which had a primary purpose contemplating an important and necessary state function and an actual impact far exceeding the limited geographic area identified by its terms."); *Humana Med. Plan, Inc. v. State, Agency for Health Care Admin.*, 898 So. 2d 1040, 1044 (Fla. 1st DCA 2005). Thus, the court need not resort to interpreting whether reference to the portion of Monroe County renders the statute a general law; by its primary purpose contemplating a necessary state function, it is a general law.

35. Additionally, there is no support under Florida jurisprudence to apply the feasibility analysis proposed by Plaintiffs (see Section III below for further analysis of this issue). Rather, the Court must engage in a textual analysis: "whether a law is a special or general law is a pure legal question subject to de novo review." *Schrader*, 840 So. 2d at 1055 (emphasis added).

36. The Court also rejects Plaintiffs' argument that the 2023 Statute is a special law because GMX's governing board would only consist of members residing in Miami-Dade County. Plaintiffs' reliance on *Homestead Hosp., Inc. v. Miami-Dade Cnty.*, 829 So. 2d 259, 262 (Fla. 3d DCA 2002) is misplaced. In that case, the statutory amendment at issue on its face applied exclusively to Miami-Dade

County and, therefore, was found to be an unconstitutional special law.

37. Accordingly, the Court finds that the 2023 Statute, conferring jurisdiction to GMX over Miami-Dade and Monroe counties, being reasonably related to the broader statewide purpose of managing the Florida State Highway System, by establishing the entity responsible for operating a key portion of that System, including the laws and regulations to which GMX is subject in its performance of its statutory duties, is a general law not subject to the County's home rule powers or the purported effect of the 2023 Ordinance. *See Florida Dep't of Health v. Florigrown, LLC*, 317 So. 3d 1101, 1117 (Fla. 2021) ("Even if the law is limited in direct application, it is still a general law as long as the limitation on its application bears a reasonable relationship to its statewide purpose."); *see also Cantwell v. St. Petersburg Port Auth.*, 21 So. 2d 139, 140 (Fla. 1945) (explaining that a court must, upon "[a]n examination of the act in question," assess whether a law bears a reasonable relationship to its statewide purpose.).

III. **The Validity of the 2023 Ordinance**

38. As set forth above, Florida Constitution Art. VIII, § 6(e) permits the County to abolish a governmental unit "whose jurisdiction lies wholly within Dade County." Fla. Const. (1968). In adopting the 2023 Ordinance, BCC relied on § 9.04 of the Charter, which contains a supremacy clause referencing the BCC's power to supersede special and general laws as provided in art. VIII, § 6(e) of the Florida Constitution.

39. In the 2023 Ordinance, the BCC concluded that the jurisdiction of the recreated GMX under the 2023 Amendment extended "in truth and in fact exclusively within Miami-Dade County, regardless of the guise in which it may have been framed." The BCC reasoned that there are no expressways within the Big Cypress parcel, the expressway systems referenced in the 2023 Amendment are exclusively within Miami-Dade County, FDOT's design standards (set forth in the Florida Greenbook) make clear that no expressway could ever be constructed within the Big Cypress parcel, and the GMX board membership would be drawn entirely from Miami-Dade County. Therefore, the BCC found that (1) "the 2023 Amendment only operates in Miami-Dade County and relates exclusively to Miami-Dade County, and is therefore a local, special or general law applicable only to Dade County that can be superseded, nullified, or modified by Miami-Dade County," and (2) "the Florida Legislature's attempt to abolish [MDX] again, reestablish [GMX], and transfer all the assets, liabilities, and powers from [MDX] to [GMX] is an infringement upon the local home rule authority granted to the people of Miami-Dade County."

40. The text of the 2023 Statute confers power to GMX to operate in both Miami-Dade and Monroe counties. *See* § 348.0304(2), Fla. Stat. (explaining that GMX "shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by

County Road 94."). Nonetheless, Plaintiffs entreat the Court to engage in a feasibility analysis. They urge the court to ignore the plain language of the statute, conclude that it is not reasonably possible for GMX's jurisdiction to be exercised in Monroe County, and conclude that the 2023 Statute is a local or special law. The Court disagrees with Plaintiffs' reasoning and conclusion.

41. Plaintiffs' argument conflates the question of jurisdiction under art. VIII, § 6(e) with the question whether the 2023 Statute is a special law under art. VIII, § 11(5). Such questions are two separate inquiries pursuant to two separate constitutional provisions. *Compare* art. VIII, § 6(e), Fla. Const. (1968) (allowing the County to dissolve a governmental unit "whose jurisdiction is wholly within" Miami-Dade County), with art. VIII, § 11(5), Fla. Const. (1968) (allowing the County to nullify any local, special, or general law applicable only to Miami-Dade County); *see Chase v. Cowart*, 102 So. 2d 147 (Fla. 1958) (differentiating the analyses under art. VIII, §§ 6(e) and 11(5), Fla. Const. (1968), by explaining that the Florida Constitution "clearly authorizes the abolition of any board whose jurisdiction lies wholly within Dade County, whether created by the Constitution or legislative act. We understand this to mean that it makes no difference whether the board be created by a special or a general act, based on population or otherwise.").

42. Significantly, Plaintiffs have provided no authority—and the Court knows of none—indicating that the extent of an agency's lawfully conferred jurisdiction can be abridged or disregarded if a court concludes it is not feasible or

reasonably possible for the agency to exercise that jurisdiction in the future. Instead, the Florida Supreme Court has made clear that, when a statute is unambiguous, a court must "presume that a legislature says in a statute what it means and means in a statute what it says there." *Page v. Deutsche Bank Trust Co. Americas*, 308 So. 3d 953, 958 (Fla. 2020). Here, the Florida Constitution unequivocally limits the County's powers under art. VIII, § 6(e), to only those governmental units "whose jurisdiction lies wholly within Dade County," and the 2023 Statute unequivocally confers jurisdiction to GMX in both Miami-Dade and a certain portion of Monroe County.

43. This presumption makes sense. To rule otherwise, to open this legislation up to inspection of the reasons behind enactment of a facially-valid general law, would result in a violation of the separation of powers by treading on the legislative function.

44. Considering the Court's ruling herein that the 2023 Statute constitutes a general law applying to both Miami-Dade and Monroe Counties, the Court must also find the 2023 Ordinance in conflict with such general law insofar as it purports to supersede or nullify the 2023 Statute. The GMX Defendants have not filed a Counterclaim requesting that the court enter a declaration in their favor. But they did plead affirmative defenses, including their second and fifth affirmative defenses, that Plaintiffs' claims are barred by the enactment of 2023-70, Laws of Florida and that Plaintiff has failed to state a claim for declaratory judgment. Accordingly, the Court grants Summary Judgment because Plaintiffs fail to

state a valid claim for declaratory judgment and are therefore not entitled to injunctive or other relief.[3] Further, Defendants have established that 2023-70, Laws of Florida bars the enactment of the BCC Ordinance.

Therefore, it is hereby ORDERED and ADJUDGED as follows:

A. The following orders are vacated: Order Denying Motion to Dismiss (DE 42), Order Granting Plaintiff's Amended Motion for Summary Judgment (DE 78), Final Judgment (DE 81).

B. Defendants' motion [D.E. 144] is **GRANTED.** Accordingly, summary judgment is GRANTED in favor of the GMX Defendants as to all counts of Plaintiffs' Amended Complaint [D.E. 99]: Count I (seeking declaratory judgment that MDX has jurisdiction over the System pursuant to the 2023 ordinance); Count II (seeking permanent injunction against the GMX Defendants with respect to the exercise of jurisdiction and control over the System by MDX); and Count III (seeking declaratory judgment against the Bank Defendants requiring them to recognize MDX as the sole rightful and lawful owner of certain accounts and assets pertain to the System).

B. Plaintiffs' motion [D.E. 182] is **DENIED**; and

C. **Final judgment is rendered in favor of the GMX Defendants and against Plaintiffs. Plaintiffs shall take nothing by this action and go hence without day.**

D. The Agreed Order Granting the Motion of The Bank of New York Mellon Trust Company, *N.A., as Indenture Trustee, to Preserve the Status Quo Pending Final Order or Judgment* (Filing No. 190512024) dated January 25, 2024, is incorporated herein by reference and remains in full force and effect pursuant to its terms.

E. The Court reserves jurisdiction to enforce this order, to address costs and fees if appropriate, and to address any further relief on the interpleader claims.

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[1] The court in *Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.* found no distinction between "state agency" and "agency of the state." 1990-136, Laws of Florida, § 23, states: "Agency of the state" means and includes the state and any department of, or corporation, agency, or instrumentality heretofore or hereafter created, designated, or established by, the state."

[2] The Court notes that MDX filed its Amended Complaint without leave and based on a subsequently enacted County ordinance. Though only mentioned briefly by the Defendant GMX (DE 107, at p. 1, n. 1), no party has requested a ruling on this procedural irregularity. The prior judgment and orders should have been vacated first, and then MDX should have sought leave to amend. Perhaps such a motion would have been granted, and this issue would have accrued eventually. Perhaps the inevitability of a merits decision and the need for swift determination of an issue affecting the state, the county, and its residents led the parties to mutually seek a

merits decision on the cross motions.

[3] The elements of an injunction are: "(1) the substantial likelihood of success on the merits, (2) the likelihood of irreparable harm, (3) the unavailability of an adequate remedy at law, (4) the threatened injury outweighs the possible harm, and (5) the issuance of the temporary injunction will not disserve the public interest." *VME Group Intl., LLC v. Grand Condo. Assn., Inc.*, 305 So. 3d 30, 31 (Fla. 3d DCA 2019). If the movant fails to satisfy any of these elements, the request for injunctive relief must be denied. *Id.* Here, while MDX may satisfy the elements of irreparable harm to it and the unavailability of a remedy at law, it fails to establish any likelihood of success on the merits. Granting an injunction disserves the public interest because it would allow the County to tread on the legislative and judicial functions, and would interfere with the state interest in consistent statewide control over the main arteries of the state's public transport system. This point may be debatable. But because MDX fails to establish the likelihood of success on the merits, the count for injunctive relief fails.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 25th day of September, 2024.

2021-02[illegible] PM

2021-024025-CA-01 09-25-2024 2:20 PM
Hon. Lisa Walsh

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: **12** (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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Physically Served:

EXHIBIT "B"

Miami-Dade County Notice of Voluntary Dismissal

Filing # 217348612 E-Filed 02/21/2025 04:58:43 PM

IN THE DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

CASE NO. 3D2024-1918

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY and MIAMI-DADE COUNTY,

Appellant,

v.

GREATER MIAMI EXPRESSWAY AGENCY, MARILI CANCIO, RICHARD BLANCO, STACY MILLER, RODOLFO PAGES, FATIMA PEREZ, BANK OF NEW YORK, and BANK OF AMERICA,

Appellees,

_____/

NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS GIVEN that Appellant Miami-Dade County hereby voluntarily dismisses itself from the above-styled action pursuant to Florida Rules of Appellate Procedure 9.350(b).

Respectfully submitted this 21st day of February, 2025,

GERALDINE BONZON-KEENAN
Miami Dade County Attorney
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/s/Michael B. Valdes
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Counsel for Miami-Dade County, Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of February, 2025, pursuant to Fla. R. Jud. Adm. 2.516(b), a true and correct copy of the foregoing has been electronically filed with the Clerk of Court and all counsel and parties of record through the Florida Courts E-Filing Portal.

/s/ Michael B. Valdes
Counsel for Miami-Dade County

EXHIBIT "C"

MDX Notice of Dismissal of Appeal

Filing # 218607330 E-Filed 03/12/2025 10:22:56 AM

IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY,

Appellant,

CASE NO.: 3D2024-1918
LT CASE NO.: 21-24025

v.

GREATER MIAMI EXPRESSWAY AGENCY, ET AL.,

Appellees.

APPELLANT MDX'S NOTICE OF DISMISSAL OF APPEAL

Appellant Miami-Dade County Expressway Authority, pursuant to Florida Rule of Appellate Procedure 9.350(b), hereby voluntarily dismisses its appeal and asks the Court to recognize the voluntary dismissal.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

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Counsel for Miami-Dade Expressway Authority

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March, 2025, undersigned counsel has electronically filed the foregoing document with the Clerk of the Court and parties listed below using the Florida Courts E-Filing Portal:

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Counsel for Miami-Dade County

s/ *Melanie R. Leitman*
Melanie R. Leitman (91523)

EXHIBIT "D"

Court Recognition of Dismissal

IN THE DISTRICT COURT OF

APPEAL

OF FLORIDA

THIRD DISTRICT

March 12, 2025

Miami-Dade County Expressway Authority,

Appellant(s),

v.

Greater Miami Expressway Agency, et al.,

Appellee(s).

3D2024-1918

Trial Court Case No. 21-24025-CA-01

IT IS HEREBY ORDERED that Appellant's Notice of Voluntary Dismissal is recognized by the Court, and this appeal from the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida is hereby dismissed.

A True Copy
ATTEST

3D2024-1818 3/12/25 ~~3D2024-1818 3/12/25~~ ~~3D2024-1818 3/12/25~~ ~~3D2024-1818 3/12/25~~

COMPOSITE EXHIBIT "E"

Legal Descriptions

Project No.: 11205
Parcel No.: 112

Folio Number: 30-3121-043-0051

LEGAL DESCRIPTION

THE EAST 85.00 FEET OF TRACT "C", LESS RIGHT-OF-WAY FOR STATE ROAD NO. 25, BLANTON PROPERTIES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 60, AT PAGE 69, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 8,622 SQUARE FEET OR 0.20 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 115

Folio Number: 30-3121-014-0750

LEGAL DESCRIPTION

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 21, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF LOTS 13 THROUGH 24, INCLUSIVE, IN BLOCK 4 OF "LAURAVILLE," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 4, 1925 IN PLAT BOOK 19 AT PAGE 74 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, TOGETHER WITH A PORTION OF N.W. 40TH STREET AS CLOSED PURSUANT TO DADE COUNTY (NOW MIAMI-DADE COUNTY) BOARD OF COUNTY COMMISSIONERS RESOLUTION NUMBER 6570, ALL OF THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 13 IN BLOCK 4 OF "LAURAVILLE" (THIS ALSO BEING EAST RIGHT OF WAY LINE OF N.W. 33RD AVENUE) WITH THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR FLORIDA STATE ROAD NUMBER 112 (STATE ROAD NUMBER 25) AS SHOWN ON THE FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP RECORDED DECEMBER 30, 1959 IN ROAD PLAT BOOK 68 AT PAGE 86 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA; THENCE N76°41'03"E ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF FLORIDA STATE ROAD NUMBER 112 FOR 160.92 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF FLORIDA STATE ROAD NUMBER 112 AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 5629.65 FEET AND A CENTRAL ANGLE OF 04°38'21" FOR 455.83 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. W. 32ND AVENUE AS DEDICATED PURSUANT TO THAT CERTAIN "RIGHT OF WAY DEED" TO DADE COUNTY RECORDED JANUARY 15, 1954 IN DEED BOOK 3868 AT PAGE 517 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY) FLORIDA, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N08°40'36"W FROM THE CENTER OF SAID CURVE; FROM SAID POINT OF NON-TANGENT INTERSECTION, THENCE S02°10'57"E ALONG SAID WEST RIGHT OF WAY LINE OF N.W. 32ND AVENUE FOR 109.47 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE OF N.W. 32ND AVENUE, S87°45'33"W FOR 608.22 FEET TO A POINT OF INTERSECTION WITH SAID WEST LINE OF LOT 13 IN BLOCK 4 OF "LAURAVILLE" AND THE EAST RIGHT OF WAY LINE OF N.W. 33RD AVENUE; THENCE N02°10'02"W ALONG SAID WEST LINE OF LOT 13 IN BLOCK 4 OF "LAURAVILLE" FOR 9.19 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF A PARCEL OF LAND CONVEYED TO THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY BY STATUTORY WARRANTY DEED DATED MARCH 1ST, 2006 RECORDED IN OFFICIAL RECORDS BOOK 24284 AT PAGE 4528 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF LOT 13, IN BLOCK 4, "LAURAVILLE", ACCORDING TO THE PLAT

THEREOF RECORDED IN PLAT BOOK 19 AT PAGE 74 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE RUN N02°12'35"W, ALONG THE EASTERLY RIGHT OF WAY LINE OF N.W. 33RD AVENUE BEING ALSO THE WEST LINE OF SAID LOT 13, FOR A DISTANCE OF 48.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N02°12'35"W, ALONG THE WEST LINE OF SAID LOT 13, FOR A DISTANCE OF 9.51 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF THE AIRPORT EXPRESSWAY AS SHOWN IN THE STATE ROAD DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP DATED MAY, 1959 RECORDED IN ROAD PLAT BOOK 68 AT PAGE 86 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY; THENCE RUN N76°39'51"E, ALONG THE SAID SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 51.80 FEET TO A POINT OF CUSP WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE METRORAIL BEING ALSO THE POINT OF INTERSECTION WITH A NON-TANGENT CIRCULAR CURVE TO THE SOUTHEAST FROM WHICH THE RADIUS POINT BEARS S37°40'13"E; THENCE RUN SOUTHWESTERLY ALONG SAID NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3044.41 FEET THROUGH A CENTRAL ANGLE OF 0°12'36" FOR AN ARC DISTANCE OF 11.16 FEET TO A POINT OF TANGENCY; THENCE RUN S52°07'11"W, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE METRORAIL, FOR A DISTANCE OF 22.26 FEET TO A POINT; THENCE RUN S87°43'02"W, ALONG THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY BY SPECIAL WARRANTY DEED DATED FEBRUARY 21, 2007 RECORDED IN OFFICIAL RECORDS BOOK 25397 AT PAGE 3015, FOR A DISTANCE OF 23.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,565 SQUARE FEET OR 0.89 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 119

Folio Number: 30-3121-014-0720

LEGAL DESCRIPTION

A PARCEL OF LAND CONSISTING OF LOT 9, AND PARTS OF LOTS 8, 10, 15, 16, AND 17, BLOCK 4, LAURAVILLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 19, AT PAGE 74, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; AND THAT PORTION OF N.W. 39TH STREET, CLOSED BY DADE COUNTY RESOLUTION NO. 6570, DESCRIBED AS FOLLOWS:

BEGIN 48.96 FEET NORTH OF THE NORTHWEST CORNER OF LOT 12 IN SAID BLOCK 4, MEASURED ALONG THE WEST LINE OF SAID BLOCK 4; THENCE GO EASTERLY (N87°44'36"E) FORMING AN INTERIOR ANGLE OF 90 DEGREES 04 MINUTES 23 SECONDS WITH THE WEST LINE OF SAID BLOCK 4, FOR 114.59 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY (N87°44'36"E) ALONG THE SAME COURSE, FOR 94.667 FEET TO A POINT; THENCE GO SOUTHERLY, (S02°15'50"E) FORMING AN INTERIOR ANGLE OF 89 DEGREES 59 MINUTES 33 SECONDS WITH THE LAST DESCRIBED LINE, FOR 161.055 FEET, TO A POINT; THENCE GO WESTERLY, (S87°44'30"W) FORMING A 90-DEGREE ANGLE WITH THE LAST DESCRIBED LINE, FOR 94.667 FEET, TO A POINT; THENCE GO NORTHERLY, (N02°15'50"W) FORMING A 90-DEGREE ANGLE, FOR 161.04 TO THE POINT OF BEGINNING.

CONTAINING 15,128 SQUARE FEET OR 0.35 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 120

Folio Number: 30-3121-014-0730

LEGAL DESCRIPTION

A PARCEL OF LAND CONSISTING OF LOTS 11 & 12, AND PARTS OF LOTS 10, 13, 14, AND 15, BLOCK 4, LAURAVILLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 19, AT PAGE 74, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; AND THAT PORTION OF N.W. 39TH STREET, CLOSED BY DADE COUNTY RESOLUTION NO. 6570, DESCRIBED AS FOLLOWS:

BEGIN 48.96 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 12, MEASURED ALONG THE WEST LINE OF SAID BLOCK 4; THENCE GO EASTERLY, (N87°44'36"E) FORMING AN INTERIOR ANGLE OF 90 DEGREES 04 MINUTES 23 SECONDS WITH THE WEST LINE OF SAID BLOCK 4, FOR 114.59 FEET, TO A POINT; THENCE GO SOUTHERLY, (S02°15'50"E) FORMING AN INTERIOR ANGLE OF 89 DEGREES 59 MINUTES 33 SECONDS WITH THE LAST DESCRIBED LINE, FOR 161.04 FEET, TO A POINT; THENCE GO WESTERLY, (S87°44'30"W) FORMING A 90-DEGREE ANGLE WITH THE LAST DESCRIBED LINE, FOR 114.77 FEET, TO A POINT ON THE WEST LINE OF SAID BLOCK 4 EXTENDED SOUTHERLY; THENCE GO NORTHERLY, (N02°13'02"W) ALONG THE WEST LINE AND ITS SOUTHERLY EXTENSION OF SAID BLOCK 4, FOR 161.02 FEET, TO THE POINT OF BEGINNING, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF A PARCEL OF LAND CONVEYED TO THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY BY SPECIAL WARRANTY DEED DATED FEBRUARY 21ST, 2007 RECORDED IN OFFICIAL RECORDS BOOK 25397 AT PAGE 3015, BEING A PORTION OF LOT 13, IN BLOCK 4, LAURAVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19 AT PAGE 74 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE RUN N02°12'35"W, (N02°13'02"W) ALONG THE EASTERLY RIGHT OF WAY LINE OF NW 33RD AVENUE BEING ALSO THE WEST LINE OF SAID LOT 13, FOR A DISTANCE OF 32.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N02°12'35"W, (N02°13'02"W) ALONG THE WEST LINE OF SAID LOT 13, FOR A DISTANCE OF 16.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED TO THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY DATED MARCH 1ST, 2006 RECORDED IN OFFICIAL RECORDS BOOK 24284 AT PAGE 4528 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N87°43'02"E, (N87°44'36"E) ALONG THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED TO THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, FOR A DISTANCE OF 23.66 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE METRORAIL; THENCE RUN S52°07'11"W, (S52°08'15"W) ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE METRORAIL, FOR A DISTANCE OF 29.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,225 SQUARE FEET OR 0.42 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 122

Folio Number: 30-3121-000-0902 & 30-3121-000-0903

LEGAL DESCRIPTION

A portion of the West ½ of the Northwest ¼ of the Southeast ¼ of the Southwest ¼ of Section 21, Township 53 South, Range 41 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest ¼ of the Southeast ¼ of the Southwest ¼ of Section 21, Township 53 South, Range 41 East and run North 2 degrees 11 minutes 04 seconds West along the West line of the Northwest ¼ of the Southeast ¼ of said Southwest ¼ for 101.00 feet; thence run Easterly along a line 101 feet North of and parallel to the South line of the Northwest ¼ of the Southeast ¼ of said Southwest ¼ for .35 feet to the Point of Beginning; thence continue Easterly along the last described course for 299.25 feet; thence run North 2 degrees 12 minutes 12 seconds West along the East line of the West ½ of the Northwest ¼ of the Southeast ¼ of the Southwest ¼ of said Section 21 for 175.58 feet to a point. of intersection with the Southerly right-of-way line of State Road No. 25, as shown on State of Florida State Road Department Right-of-Way Map, as recorded in Plat Book 68 at Page 86, of the Public Records of Dade County, Florida; thence run South 75 degrees 23 minutes 32 seconds West along the said Southerly right-of-way line of State Road No. 25 for 306.19 feet; thence run South 2 degrees 11 minutes 04 seconds East along a line parallel to and 35 feet East of as measured at right angles to the West line of the Northwest ¼ of the Southeast ¼ of the Southwest ¼ of said Section 21, for 110 feet to the Point of Beginning, lying and being in Dade County, Florida.

Project No.: 11205
Parcel No.: 126

Folio Number: 30-3121-000-1100

LEGAL DESCRIPTION

21-53-41 1.24 AC M/L EAST ½ OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ , OF THE SOUTHWEST ¼ , LESS EAST 25 FT OF THE SOUTH 204.61 FEET AND LESS N. PORT LYING IN E-W EXPRESSWAY AND NORTH 30 FEET OF THE EAST 162FT OF THE SOUTHEAST ¼ , OF THE SOUTHWEST ¼ , OF THE SOUTHWEST ¼ , LESS EAST 25 FEET AND THAT PORT OF NORTHWEST 35 AVE CLOSED PER R-1280-89 DESC BEG II0FTS & 35FTW OF THE X OF ELY R/W/L OF THE NORTHWEST 35 AVE & SLY R/W OF SR 112 THENCE WEST 25FT, NORTH 94.28 FT, NORTH 73 DEGREE, EAST 26.54FT TO POINT OF BEGINNING.

Project No.: 11205
Parcel No.: 136

Folio Number: 30-3120-018-0630

LEGAL DESCRIPTION

LOTS 22 AND 23, IN BLOCK 4, OF AMENDED PLAT OF MELROSE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA: LESS THAT PORTION MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH LINE OF, AND 10.00 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 23, RUN SOUTHERLY ALONG A LINE 10.00 FEET WESTERLY OF, AND PARALLEL TO THE EAST LINE OF SAID LOT 23, A DISTANCE OF 4.24 FEET; THENCE DEFLECTING AN ANGLE OF 67°05'40" TO THE RIGHT FROM THE EXTENSION OF THE LAST MENTIONED COURSE, RUN SOUTHWESTERLY A DISTANCE OF 143.19 FEET TO A POINT ON THE WEST LINE OF, AND 10.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF, SAID LOT 22; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOTS 22 AND 23, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 23; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 23 A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,965 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 137

Folio Number: 30-3120-018-0610

LEGAL DESCRIPTION

LOTS 20 AND 21, LESS THE EAST 10.00 FEET THEREOF, IN BLOCK 4, OF AMENDED PLAT OF MELROSE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 132.00 FEET OF SAID LOT 20; THENCE RUN N 02°09'23" W, ALONG THE WEST BOUNDARY LINE OF THE EAST 10.00 FEET OF SAID LOT 20, FOR A DISTANCE OF 24.60 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST FROM WHICH THE RADIUS POINT BEARS S 38°24'33" E, THENCE RUN SOUTHWESTERLY ALONG SAID NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1367.50 FEET, THROUGH A CENTRAL ANGLE OF 01°42'11", FOR AN ARC DISTANCE OF 40.65 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE WEST 132.00 FEET OF SAID LOT 20 FROM WHICH THE RADIUS POINT BEARS S 40°06'44" E; THENCE RUN N 87°58'45" E, ALONG THE SOUTH BOUNDARY LINE OF THE WEST 132.00 FEET OF SAID LOT 20, FOR A DISTANCE OF 32.42 FEET; TO THE POINT OF BEGINNING.

CONTAINING 12,800 SQUARE FEET OR 0.29 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 138

Folio Number: 30-3120-018-0580

LEGAL DESCRIPTION

THE EAST 42.00 FEET OF THE WEST 84.00 FEET OF LOT 19, IN BLOCK 4, AMENDED PLAT OF MELROSE GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 AT PAGE 94 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 19; THENCE RUN S 87°58'45" W, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 19, FOR A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N 02°09'23" W, ALONG THE EAST BOUNDARY LINE OF THE EAST 42.00 OF THE WEST 84.00 FEET OF SAID LOT 19, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF SAID LOT 19; THENCE RUN S 87°58'45" W, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19, FOR A DISTANCE OF 14.64 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST FROM WHICH THE RADIUS POINT BEARS S 41°05'44" E; THENCE RUN SOUTHWESTERLY ALONG SAID NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1386.35 FEET, THROUGH A CENTRAL ANGLE OF 01°28'08", FOR AN ARC DISTANCE OF 35.54 FEET TO THE POINT OF INTERSECTION WITH THE WEST BOUNDARY LINE OF THE EAST 42.00 FEET OF THE WEST 84.00 FEET OF SAID LOT 19 FROM WHICH THE RADIUS POINT BEARS S 42°33'52" E; THENCE RUN S 02°09'23" E, ALONG THE WEST BOUNDARY LINE OF THE EAST 42.00 FEET OF THE WEST 84.00 FEET OF SAID LOT 19, FOR A DISTANCE OF 27.24 FEET TO THE SOUTHWEST CORNER OF THE EAST 42.00 FEET OF THE WEST 84.00 FEET OF SAID LOT 19; THENCE RUN N 87°58'45" E, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 19, FOR A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 310 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 139B

Folio Number: 30-3120-018-0570

LEGAL DESCRIPTION

LOT 18, BLOCK 4 OF AMENDED PLAT OF MELROSE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7 AT PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 18; THENCE S87°58'19"W, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 18, FOR A DISTANCE OF 141.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE N02°09'24"W, ALONG THE WEST BOUNDARY LINE OF SAID LOT 18, FOR A DISTANCE OF 39.90 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST FROM WHICH THE RADIUS POINT BEARS S 44°53'05" E; THENCE NORTHEASTERLY ALONG SAID NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1386.35 FEET, THROUGH A CENTRAL ANGLE OF 00°37'03", FOR AN ARC DISTANCE OF 14.94 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF SAID LOT 18; THENCE N87°58'19"E, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 18, FOR A DISTANCE OF 130.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE S02°09'06"W, ALONG THE EAST BOUNDARY LINE OF SAID LOT 18, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 56 SQUARE FEET MORE OR LESS.

Project No.: 11205
Parcel No.: 146

Folio Number: 30-3120-018-0330

LEGAL DESCRIPTION

LOTS 9 AND 8, BLOCK 3, OF AMENDED PLAT OF MELROSE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING PORTION OF LOT 8:
BEGINNING AT THE NORTHWEST CORNER OF LOT 8, BLOCK 3, OF AMENDED PLAT OF MELROSE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN EASTERLY ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 19.01 FEET; THENCE, DEFLECTING AN ANGLE OF 153°36'44" TO THE RIGHT FROM THE EXTENSION OF THE LAST MENTIONED COURSE, RUN SOUTHWESTERLY A DISTANCE OF 21.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT; THENCE RUN NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 9.43 FEET TO THE POINT OF BEGINNING; CONTAINING 90 SQUARE FEET, MORE OR LESS. TOGETHER WITH ANY AND ALL RIGHTS OF ACCESS BETWEEN THE OWNERS REMAINING LANDS AND ANY ROAD CONSTRUCTED ON THE ABOVE-DESCRIBED LAND.

CONTAINING 13,974 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

Project No.: 11205

Parcel No.: 158

Folio Number: 04-3129-009-0150

LEGAL DESCRIPTION

Lot 39, less the North 7 feet thereof; Lot 40, less the North 7 feet thereof; and Lot 41, less that portion thereof described as follows:

Beginning at a point on the West line of and 15.68 feet Southerly of the Northwest corner of Lot 41; Thence run Northerly along the West line of said Lot 41 a distance of 15.68 feet to the said Northwest corner of Lot 41; Thence run Easterly along the North line of said Lot a distance of 25 feet to the Northeast corner of said Lot; Thence run Southerly along the East line of said Lot a distance of 7 feet; Thence run Southwesterly a distance of 26 feet, more or less, to the POINT OF BEGINNING.

all as contained in Block 2 of THIRTY-SIXTH STREET COMMERCIAL CENTER, according to the Plat thereof, as recorded in Plat Book 22, at Page 39, of the Public Records of Miami-Dade County, Florida.

Containing 0.273 Acres more or less.

Project No.: 11205
Parcel No.: 159

Folio Number: 04-3129-009-0140

LEGAL DESCRIPTION

Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, and 38 in Block 2 of 36th Street Commercial Center, according to the Plat thereof recorded in the Plat Book 22, Page 39 of the Public Records of Miami-Dade County, Florida.

LESS:

The North 7 feet of Lots 36, 37, and 38 in Block 2 of 36th Street Commercial Center, according to the Plat thereof recorded in the Plat Book 22, Page 39 of the Public Records of Miami-Dade County, Florida.

AND

That part of Lots 35 and 36 of the aforementioned Block 2, which is included in the external area formed by a 50.00 foot radius arc, tangent to the Northeast line of said Lot 35 and tangent to a line which is 7 feet Southerly of and parallel to the North line of said Lot 36.

LESS:

A portion of land as shown on 36th Street Commercial Center, according to the plat thereof, as recorded in Plat Book 22, at Page 39, of the Public Records of Miami Dade County, Florida.

The Southwesterly 140.00 feet of Lots 21 through 31 inclusive, Block 2 of 36th Street Commercial Center, according to the Plat thereof recorded in the Plat Book 22, Page 39 of the Public Records of Miami-Dade County, Florida.

Together with:

The Southwesterly 85.00 feet of Lots 32 and 33, Block 2 of said Plat.

Together with:

All that portion of Lots 34, 35, 37, and 38, Block 2 of said Plat lying Southerly of the following described line:

Begin at the Northwesterly corner of the Southwesterly 85 feet of Lot 33, Block 2 of said Plat; Thence Southwesterly, along a line which terminates at a point on the Southwesterly line of said Lot 38 at a point 10 feet Northwesterly of the Southeasterly corner of said Lot 38.

LESS:

A parcel of land in said Lot 33, more particularly described as follows:

From the most Easterly corner of Lot 28, Block 2 of said Plat, bear Southwesterly, along the Southeasterly line of said Lot 28, a distance of 227.00 feet; Thence Northwesterly, along a line that is 227.00 feet Southwesterly of and parallel with , as measured at Right angles to, the Southwesterly Right of Way line of Northwest North River Drive, as shown on said Plat, a distance of 132.00 feet to the POINT OF BEGINNING; Thence continue Northwesterly, along said parallel line, a distance of 8.00 feet; Thence Southwesterly along a line that is 15 feet Northwesterly of and parallel with, as measured at Right angles to, the Southeasterly line of said Lot 33. a distance of 28.91 feet to the Southwesterly line of said Block 2; Thence Southeasterly, along the Southwesterly line of said Block 2, a distance of 8.00 feet; Thence Northeasterly, along a line that is 7.00 feet Northwesterly of, and parallel with, as measured at Right angles to, the Southeasterly line of said Lot 33, a distance of 28.82 feet to the POINT OF BEGINNING.

Containing 1.559 Acres more or less.

Project No.: 11205
Parcel No.: 169 A&B

Folio Number: 30-3129-000-0200
30-3129-000-0205

LEGAL DESCRIPTION

COMMENCE AT THE S. W. CORNER OF THE N. E. ¼ OF SECTION 29, TOWNSHIP 53 SOUTH , RANGE 41 EAST, DADE COUNTY, FLORIDA ; THENCE DUE NORTH ALONG THE WEST BOUNDARY LINE OF THE N. E. ¼ OF SAID SECTION 29, FOR A DISTANCE OF 580.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 140 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID FOR A DISTANCE OF 1,123.84 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG A TANGENTIAL CIRCULAR CURVE HAVING A RADIUS OF 955.336 FEET THRU A CENTRAL ANGLE OF 9 DEGREES 06 MINUTES 37 SECONDS FOR A DISTANCE OF 151.903 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHEASTERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 955.336 FEET THRU A CENTRAL ANGLE OF 54 DEGREES 16 MINUTES 13 SECONDS FOR AN ARC DISTANCE OF 904.889 FEET TO A POINT MARKING THE INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAST DESCRIBED POINT BEARS SOUTH 88 DEGREES 01 MINUTES 02 SECONDS EAST FROM THE CENTER OF THE LAST AFORESAID CURVE; THENCE SOUTH 0 DEGREES 05 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID FOR A DISTANCE OF 422.40 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE NORTHERLY RIGHT OF WAY LINE OF 70 FOOT STREET, THE SAID NORTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET IS A CURVE HAVING A RADIUS OF 1,179.81 FEET THE CENTER OF WHICH BEAR NORTH 46 DEGREES 36 MINUTES 50 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 1,179.81 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 52 MINUTES 21 SECONDS FOR AN ARC DISTANCE OF 470.96 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD OF FLORIDA RAILWAY(NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID , AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 980.37 FEET THRU A CENTRAL ANGLE OF 18 DEGREES 31 MINUTES 44 SECONDS FOR AN ARE DISTANCE OF 317.04 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING BEARS NORTH 16 DEGREES 00 MINUTES 45 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE. SAID PROPERTY CONTAINS 3.35 ACRES MORE OR LESS

COMMENCE AT THE S. W. CORNER OF THE N. E. ¼ OF SECTION 29, TOWNSHIP 53 SOUTH , RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE DUE NORTH ALONG THE WEST BOUNDARY LINE OF THE N. E. ¼ OF SAID SECTION 29, FOR A DISTANCE OF 580.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 140 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID FOR A DISTANCE OF 1,123.84 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG A TANGENTIAL CIRCULAR CURVE HAVING A RADIUS OF 955.336 FEET THRU A CENTRAL ANGLE OF 9 DEGREES 06 MINUTES 37 SECONDS FOR A DISTANCE OF 151.903 FEET TO THE POINT OF INTERSECTION; THENCE CONTINUE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (SOUTHEASTERLY BOUNDARY LINE OF PARCEL "C") AS AFORESAID AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 955.336 FEET THRU A CENTRAL ANGLE OF 54 DEGREES 16 MINUTES 13 SECONDS FOR AN ARC DISTANCE OF 904.889 FEET TO A POINT MARKING THE INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAST DESCRIBED POINT BEARS SOUTH 88 DEGREES 01 MINUTES 02 SECONDS EAST FROM THE CENTER OF THE LAST AFORESAID CURVE; THENCE SOUTH 0 DEGREES 05 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID FOR A DISTANCE OF 524.13 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DERCRIBED LINE FOR A DISTANCE OF 669.93 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") ACCORDING TO DEED THEREOF RECORDED IN DEED BOOK 1005 AT PAGE 147 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID BEING A CURVE WITH A RADIUS OF 980.37 FEET WHOSE CENTER BEARS SOUTH 71 DEGREES 04 MINUTES 48 SECONDS WEST FRONT THE LAST DESCRIBED POINT; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WYE TRACT OF THE SEABOARD ALL FLORIDA RAILWAY (NORTHEASTERLY BOUNDARY LINE OF PARCEL "B") AS AFORESAID , AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 980.37 FEET THRU A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 44 SECONDS FOR AN ARE DISTANCE OF 546.90 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT OF WAY LINE OF A 70 FOOT STREET WHICH POINT BEARS NORTH 39 DEGREES 06 MINUTES 51 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE (THE SOUTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET EAST A CURVE HAVING A RADIUS OF 1,249.81 FEET THE CENTER OF WHICH BEARS NORTH 27 DEGREES 23 MINUTES 41 SECONDS WEST FROM THE LAST DESCRIBED POINT) ; THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID 70 FOOT STREET AND ALONG A CIRCULAR CURVE HAVING A RADIUS OF 1,249.81 FEET THROUGH A CENTRAL ANGLE OF 17 DEGREES 41 MINUTES 12 SECONDS FOR AN ARC DISTANCE OF 385.80 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD ALL FLORIDA RAILWAY (WESTERLY BOUNDARY LINE OF PARCEL "A") AS AFORESAID, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING BEARS NORTH 45 DEGREES 04 MINUTES 53 SECONDS EAST FROM THE CENTER OF THE LAST DESCRIBED CURVE. SAID PROPERTY CONTAINS 1.98 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 193

Folio Number: 30-3129-001-0060

LEGAL DESCRIPTION

LOTS 9, 10, AND THE WEST 49.60 FEET OF LOT 11, LE JEUNE TERMINALS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 47, AT PAGE 24, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 52,253 SQUARE FEET OR 1.20 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 216

Folio Number: 30-3129-003-0090

LEGAL DESCRIPTION

TRACT 9, LE JEUNE TERMINALS, SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, AT PAGE 55, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 15,000 SQUARE FEET OR 0.34 ACRES MORE OR LESS.

Project No.: 11205
Parcel No.: 499W

Folio Number: 30-3120-018-0590

LEGAL DESCRIPTION

THE WEST 42.00 FEET OF LOT 19, IN BLOCK 4, AMENDED PLAT OF MELROSE GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 AT PAGE 94 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 42.00 FEET OF SAID LOT 19; THENCE RUN N 02°09'23" W ALONG THE EAST BOUNDARY LINE OF THE WEST 42.00 FEET OF SAID LOT 19, FOR A DISTANCE OF 27.24 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST FROM WHICH THE RADIUS POINT BEARS S 42°33'52" E; THENCE RUN SOUTHWESTERLY ALONG SAID NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1386.35 FEET, THROUGH A CENTRAL ANGLE OF 01°42'10", FOR AN ARC DISTANCE OF 41.20 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID LOT 19 FROM WHICH THE RADIUS POINT BEARS S 44°16'02" E; THENCE RUN N 87°58'45" E, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 19, FOR A DISTANCE OF 30.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,674 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[x] Consent [ ] Regular [ ] Public Hearing

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 83611

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the resolution accepting title from the Florida Legislature to certain parcels of real property located in Miami-Dade County and previously acquired by the dissolved Miami-Dade County Expressway Authority (MDX) for Project 83611; and authorization to record the resolution in the public records of Miami-Dade County.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) owns the ***original*** expressway system operated by GMX's predecessor agency, MDX. The Transfer Agreement dated December 10, 1996, only transferred operational and financial control of the expressways owned by FDOT to MDX.

Following the Transfer Agreement and facilitating Project 83611, MDX acquired ***additional*** parcels along State Road 836 from west of NW 17th Avenue to east of I-95. Since these parcels were not part of the original expressway system, MDX took title to these parcels in its own name, not FDOT's.

Effective May 11, 2023, and pursuant to Florida Statutes § 348.03031(3), the Florida Legislature transferred all assets previously owned or controlled by the former MDX to the reestablished GMX. These assets included, without limitation, the additional parcels that MDX acquired in its own name.

By operation of the statute, the title to the additional parcels automatically transferred from MDX to GMX. Unfortunately, GMX's title to these properties was clouded by the lawsuit filed by MDX and Miami-Dade County against GMX in Miami-Dade Circuit Court Case No. 2021-024025-CA-01. Uncertain of the lawsuit's outcome, title companies hesitated to issue title insurance for the additional parcels.

The lawsuit recently ended in favor of GMX. The trial court granted summary final judgment in favor of GMX. Miami-Dade County and MDX appealed the trial court's decision, but later dismissed the appeal, which ended the litigation. Miami-Dade County and MDX no longer challenge GMX's right to exist or GMX's title to the additional properties.

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 83611

This successful conclusion of the lawsuit now allows GMX to formally accept title to the additional parcels in a manner that will satisfy the concerns of the title companies.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements do not apply to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

This resolution will formalize, document and record GMX's acceptance of title to certain real property and easements transferred to it under Chapter 348 of the Florida Statutes.

FISCAL IMPACT:

GMX will incur minimal costs to record the resolution in the public records of Miami-Dade County.

EXHIBITS ATTACHED:

Exhibit 1 – Proposed Resolution No. 25-02

Exhibit 1-A – Summary Final Judgment in favor of GMX

Exhibit 1-B – Miami-Dade County Notice of Voluntary Dismissal

Exhibit 1-C – MDX Notice of Dismissal of Appeal

Exhibit 1-D – Third District Court of Appeal Recognition of Dismissal

Exhibit 1-E – Legal Descriptions with Parcel Numbers

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 83611

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-02

RESOLUTION ACCEPTING TITLE FROM THE FLORIDA LEGISLATURE TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN MIAMI-DADE COUNTY, FLORIDA, AND PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 83611

WHEREAS, Florida Statutes § 348.0304 created and established a body politic and corporate, an agency of the state, known as the Greater Miami Expressway Agency ("GMX");

WHEREAS, Florida Statutes § 348.03031 transferred all assets, employees, contracts, rights, and liabilities previously owned or controlled by the dissolved Miami-Dade County Expressway Authority ("MDX") to GMX;

WHEREAS, the assets of MDX included, without limitation, certain parcels of real property along State Road 836 from west of NW 17th Avenue to east of I-95, which MDX originally purchased, condemned, or otherwise acquired for Project 83611;

WHEREAS, MDX and Miami-Dade County filed Case No. 2021-024025-CA-01 (the "Litigation") against GMX in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Trial Court");

WHEREAS, as reflected in Exhibit "A," on September 25, 2024, the Trial Court entered Summary Final Judgment in favor of GMX and against MDX and Miami-Dade County;

WHEREAS, MDX and Miami-Dade County appealed the Trial Court's Summary Final Judgment in Case No. 3D2024-1918 (the "Appeal") to the Third District Court of Appeal (the "Appellate Court");

WHEREAS, as reflected in Exhibit "B," on or about February 21, 2025, Miami-Dade County voluntarily dismissed itself as a party to the Appeal;

WHEREAS, as reflected in Exhibit "C," on or about March 12, 2025, MDX voluntarily dismissed the Appeal;

WHEREAS, as reflected in Exhibit "D," the Appellate Court recognized the dismissal of the Appeal, which ended the Litigation;

WHEREAS, GMX now desires to formalize, document, and record its acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by GMX's Governing Board (the "Board") that, in consideration of the foregoing, the Board directs and adopts the following:

Section 1. GMX hereby accepts title to and confirms its ownership of those certain parcels of real property more particularly described on Composite Exhibit "E" attached hereto.

Section 2. The Board authorizes GMX to record this Resolution in the public records for Miami-Dade County, Florida, and Monroe County, Florida, to formally document its ownership of certain parcels of real property listed on Composite Exhibit "E" hereto.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Chair Mariana Cancio	-
Vice Chair Fatima Perez	-
Treasurer Rodolfo L. Pages	-
Member Richard Blanco Jr.	-
Member Daniel Iglesias, P.E.	-
Member Edward Pidermann	-
Member Stanley Rigaud	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

Greater Miami Expressway Agency
(GMX)

By:_____
Maria Luisa Navia Lobo
GMX Board Secretary

EXHIBIT "A"

Summary Final Judgment

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-024025-CA-01
SECTION: CA44
JUDGE: Lisa Walsh

Miami-Dade County Expressway Authority

Plaintiff(s)

vs.

Greater Miami Expressway Agency et al

Defendant(s)

_____/

ORDER VACATING PRIOR ORDERS PURSUANT TO MANDATE, GRANTING DEFENDANTS' MOTION FOR SUMARY JUDGMENT, DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND ENTERING FINAL JUDGMENT FOR DEFENDANTS (D.E. 144 AND D.E. 182)

This cause comes before the Court on the Motion for Summary Judgment filed by Defendants Greater Miami Expressway Agency ("GMX"), Marili Cancio, Richard Blanco, Stacy Miller, Rodolfo Pages, and Fatima Perez (collectively, the "GMX Defendants") on March 14, 2024 [D.E. 144], and on the Joint Motion for Summary Judgment filed by Plaintiffs Miami-Dade Expressway Authority ("MDX") and Intervenor-Plaintiff Miami-Dade County ("County") (collectively "Plaintiffs") on July 8, 2024 [D.E. 182]. The Court held a hearing on both motions on Thursday, August 8, 2024. After reviewing the Motions, the pleadings, applicable Florida law, argument of counsel, and being otherwise fully advised, the Court hereby GRANTS the GMX Defendants' Motion, DENIES Plaintiffs' Motion, and enters Final Judgment for the Defendants for the reasons stated herein.

INTRODUCTION

1. This action relates to the struggle between the State of Florida and Miami-Dade County to control a multibillion-dollar system of five tolled expressways owned by the State and encompassed within Miami-Dade County (the "System"). In the last four years, the Florida Legislature and Miami-Dade County Board of County Commissioners ("County") have sequentially adopted statutory amendments and county ordinances in their respective attempts to assert control of this System and the related revenue. Presently before the Court are the parties' cross-motions for summary judgment, wherein both sides of this dispute ask the Court to decide the matter in their favor on grounds that there are no genuine disputes of material fact, and with each side asserting it is entitled to judgment as a matter of law.

2. The primary legal question the Court must decide in ruling on these competing motions for summary judgment is whether the Miami-Dade County Board of County Commissioners (the "BCC") acted within its authority under the Home Rule Amendment to the Florida Constitution and the Miami-Dade County Home Rule Charter (the "Charter") when adopting Ordinance No. 23-93 (the "2023 Ordinance"). Under that authority, the BCC may "abolish . . . governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise" and may adopt ordinances that "modify or nullify any existing local,

special or general law applicable only to Dade County." *See* Fla. Const., art. VIII, § 6(e), n. 3 (1968); Charter at §§ 1.01(A)(24) & 9.04. However, Article VIII of the Florida Constitution further provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and *any other one or more counties in the state of Florida* . . . ." Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added)."

3. The Florida Legislature enacted 2023-70, Laws of Florida, Sections 18-28 of House Bill 1305 (the "2023 Statute"), abolishing the County-created Miami-Dade Expressway Authority and re-creating the Greater Miami Expressway Agency ("GMX"), to manage an expressway system "within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94." *Id.* The subsequently passed 2023 BCC Ordinance purported to supersede and nullify the 2023 Statute.

4. On its face, the 2023 Statute does not apply "only to Dade County," but rather applies to portions of Monroe County as well. Nonetheless, Plaintiffs argue it is not "feasible" or "reasonably possible" for GMX's jurisdiction to be exercised in Monroe County and, therefore, Plaintiffs urge the Court to ignore the statutory text and conclude that the 2023 Statute is a local or special law, and to further conclude that the 2023 Ordinance is a valid exercise of the County's authority under the Home Rule Amendment to the Florida Constitution.

FACTUAL BACKGROUND

The court provides some historical context to this dispute.

I. The FEAA and the Creation of MDX.

5. In 1990, the Legislature passed the Florida Expressway Authority Act ("FEAA"), Ch. 90-136, Laws of Florida, a law that authorized the creation of state agencies to operate portions of the Florida Highway System owned by the Florida Department of Transportation ("FDOT"). *See generally* §§ 348.0001-.0012, Fla. Stat. (2018). Before it was repealed in 2019, the FEAA provided that "[a]ny county, or two or more contiguous counties located within a single district of the department, may, by resolution adopted by the board of county commissioners, form an expressway authority, which shall be an agency of the state, pursuant to the Florida Expressway Authority Act." § 348.0003, Fla. Stat. (2018).

6. Pursuant to the FEAA, in 1994, the County adopted Ordinance 94-215 (codified as Article XVIII, Section 2-128) to "exercise the power conferred by the Florida Expressway Authority Act" to create an expressway authority (MDX) as a state agency. See Ordinance 94-215 at § 1 ("The Dade County Expressway Authority (the 'Authority') is hereby formed. The Authority shall be an agency of the state pursuant to the Florida Expressway Authority Act."); *see also Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.*, 316 So. 3d 388, 390 (Fla. 1st

DCA 2021) (finding that MDX was a "state agency" and without standing under the public official standing doctrine to challenge the constitutionality of Chapter 2019-169, Laws of Florida ("2019 Statute")).[1]

7. In 1996, FDOT entered a Transfer Agreement with MDX whereby it transferred financial and operational control of five State-owned expressways in Miami-Dade County to MDX in exchange for MDX's payment of $91 million; however, under the Transfer Agreement, FDOT retained ownership of the five expressways in Miami-Dade County. Such expressways have always been components of the State Highway System, first constructed by the State in 1915.

II. The Legislature's 2019 Statute and the County's 2021 Ordinance.

8. In 2019, the Florida Legislature enacted Chapter 2019-169, Laws of Florida, repealing the FEAA. *See* Ch. 2019-169, s. 13, Laws of Fla. The 2019 Statute created GMX, dissolved MDX, and transferred its assets, liabilities, contracts, rights, and employees to GMX. *See* §§ 348.0301-348.0318, Fla. Stat. (2019).

9. Thereafter, on May 4, 2021, the County passed Ordinance 21-35 (the "2021 Ordinance"), purporting to dissolve GMX and nullify five sections of the 2019 Statute via the County's home rule powers.

III. MDX's Original Complaint and the Third DCA's Reversal of Summary Judgment in Favor of MDX.

10. Subsequently, on October 28, 2021, MDX first filed this case, at that time only against the GMX Defendants. In its original complaint, MDX brought an *in rem* action for declaratory relief, injunctive relief, and to quiet title to part of the State of Florida's expressway system in Miami-Dade County. MDX argued that the 2019 Statute was invalidated by the 2021 Ordinance. The Predecessor Judge denied a motion to dismiss the complaint.

11. MDX moved for summary judgment on February 2, 2022 (and amended its motion on March 1, 2022). The Predecessor Judge granted summary judgment in favor of MDX, and entered Final Judgment on July 26, 2022, stating that, *inter alia*, MDX was the lawful owner of all property and interests conveyed by the Transfer Agreement. The GMX Defendants timely filed their notice of appeal, and the court stayed the final judgment pending appellate review. *See* Fla. R. App. P. 9.310(b)(2).

12. On October 25, 2023, the Third District Court of Appeal issued its opinion in this case reversing the trial court's orders, on the grounds that only operational and financial control -- not ownership -- of the expressway system was transferred to MDX, and that because FDOT was an indispensable party, the trial court erred in denying a motion to dismiss the complaint. *See Greater Miami Expressway Agency, et al. v. Miami-Dade Expressway Authority, et al.*, 388 So. 3d 138 (Fla. 3d DCA 2023). On November 17, 2023, the Third DCA issued its mandate to this Court to hold further proceedings in accordance with its opinion.

13. Following the mandate, the parties did not place the matter on the court's docket to vacate the orders entered by the predecessor judge and dismiss this case. Instead, three days after the Mandate issued, Plaintiff filed an amended complaint.[2] Thus, as a preliminary matter, the court, in carrying out the mandate, hereby vacates the final judgment, summary judgment order, and order denying dismissal entered by my predecessor.

IV. The Legislature's 2023 Statute and the County's 2023 Ordinance

14. While the appeal was pending at the Third DCA, the Legislature passed Chapter 2023-70, Laws of Florida (the "**2023 Statute**"), to "clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County..." § 348.03031(1), Fla. Stat.

15. The 2023 Statute confirms that FDOT owns the expressway system and "transferred only operational and financial control of the expressways owned by the department" to MDX pursuant to the Transfer Agreement. § 348.03031(2), Fla. Stat. It also provides that "the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished," § 348.03031(4), Fla. Stat., and that "Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida..." § 348.03031(3), Fla. Stat. Further, it transferred all "assets, employees, contracts, rights, and liabilities" previously under MDX's authority to GMX. See § 348.03031(3),

Fla. Stat.

16. The 2023 Statute expressly states the following:

> (1) The Legislature finds the need to clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County, following Miami-Dade County's attempt to abolish the Greater Miami Expressway Agency in Miami-Dade Ordinance 21-35 (May 4, 2021).
>
> (2) The Legislature recognizes that the original expressway system previously operated by the former Miami-Dade County Expressway Authority is owned by the department. The transfer agreement dated December 10, 1996, entered into by the department and the former Miami-Dade County Expressway Authority, transferred only operational and financial control of the expressways owned by the department.
>
> (3) The Legislature recognizes the Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida, and all assets, employees, contracts, rights, and liabilities were purportedly transferred to the Greater Miami Expressway Agency. All assets, employees, contracts, rights, and liabilities previously owned or controlled by the former Miami-Dade County Expressway Authority, including, without limitation, those previously transferred to the Greater Miami Expressway Agency, are transferred back to the reestablished Greater Miami Expressway Agency created in s. 348.0304 on May 11, 2023.
>
> (4) It is the intent of the Legislature to confirm that the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished. The Greater Miami

> Expressway Agency is the state agency that shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94. It is further the express intent of the Legislature that the Greater Miami Expressway Agency created by this law is an agency of the state and not subject to any county's home rule powers.

§ 348.0306, Fla. Stat. (2023).

17. The Florida Legislature did not identify any "expressway system" within the Monroe County portion of GMX's jurisdiction, and the Legislature did not transfer assets or operational control of any roadways lying within the Monroe County portion. Instead, all of the expressways and assets under GMX's control currently lie exclusively in Miami-Dade County. County Road 94, also known as "Loop Road," is located within the Big Cypress National Preserve and is owned by the U.S. government.

18. In response to the 2023 Statute, on October 17, 2023, the Miami-Dade County Commission passed Ordinance No. 23-93 (the "**2023 Ordinance**") purporting to (i) declare the 2023 Statute to be a special or local law applying only to Miami-Dade County, (ii) nullify the 2023 Statute, (iii) abolish GMX, (iv) reestablish MDX, and (v) transfer all assets, facilities, property, liability for any bonds, and any other rights or obligations held by GMX back to MDX.

19. The County characterizes the 2023 Ordinance as an exercise of its constitutional

home rule powers. Such powers provide that the County may dissolve a governmental entity whose "jurisdiction lies wholly within Miami-Dade County," Art. VIII, § 6(e), Fla. Const. (1968), and "nullify any existing local, special, or general law applicable only to Dade County." Art. VIII, § 11(5), Fla. Const. (1968).

V. MDX's Amended Complaint.

20. On November 20, 2023, MDX filed its Amended Complaint in this case. MDX seeks declaratory relief and a permanent injunction barring GMX from taking any action to interfere with MDX's rights to the Miami Expressway System. (DE 99) This new pleading updated the factual allegations and asserted that County's 2023 Ordinance nullified the Legislature's 2023 Statute. MDX still did not include FDOT as an indispensable party, because the Complaint does not include a claim to quiet title or any other claim to property ownership. MDX instead added The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as indenture trustee, and Bank of America (collectively, the "Bank Defendants") as defendants, seeks declaratory relief with respect to the accounts held by these defendants, and adds Miami-Dade County as an intervenor-plaintiff.

21. Pursuant to the 2023 Ordinance, in its Amended Complaint, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the subject expressway system; (ii) a permanent injunction against the GMX

Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants. (DE 99)

VI. Cross Motions for Summary Judgment

22. Plaintiffs in their Joint Motion for Summary Judgment argue that (i) the 2023 Statute is a special law that affects only Miami-Dade County because it would not be feasible for GMX to operate an expressway in the portion of Monroe County included in the 2023 Statute; and (ii) the 2023 Ordinance was a proper exercise of the County's home rule authority and thus supersedes and nullifies the 2023 Statute. Accordingly, on the basis of the 2023 Ordinance, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the System; (ii) a permanent injunction against the GMX Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants.

23. Defendants in their Motion for Summary Judgment argue that: (i) the Legislature has plenary authority to govern the state's highway system and to direct state agencies to administer the highway system; (ii) the 2023 Statute is a general law that is not subject to the County's home rule powers; (iii) the 2023 Ordinance is preempted by the 2023 Statute and, therefore, was passed without

constitutional authority; and (iv) the County lacks authority to direct the State's assets or to abolish and create state agencies. Defendants seek a judgment in their favor on the grounds that the 2023 Statute is valid and enforceable with respect to the jurisdiction and control of the System.

CONCLUSIONS OF LAW

I. The County's Home Rule Authority and Separation of Powers

24. The Florida Constitution provides that counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. Fla. Const. art. VIII, § 1(g). The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. *Id.* The Miami-Dade County Home Rule Charter allows the BCC to "[s]upersede, nullify, or amend any special law applying to this county, or any general law applying only to this county, or any general law where specifically authorized by the Constitution." *Id.* at Section 1.01-A(24).

25. In ruling on the validity of the 2023 Ordinance, the Court must consider its authority under the separation of powers doctrine set forth in the Florida Constitution. "The separation of powers doctrine encompasses two fundamental prohibitions; the first is that no branch may encroach upon the powers of another, and the second is that no branch may delegate to another branch its

constitutionally assigned power." *Fla. Ass'n of Pro. Lobbyists, Inc. v. Div. of Legislative Info. Servs.*, 7 So. 3d 511, 514 (Fla. 2009) (citation omitted). "Under the constitutional doctrine of separation of powers, the judicial branch must not interfere with the discretionary functions of the legislative or executive branches of government absent a violation of constitutional or statutory rights." *Trianon Park Condo. Ass'n, Inc. v. City of Hialeah*, 468 So. 2d 912 (Fla. 1985) (*citing Com. Carrier Corp. v. Indian River Cnty.*, 371 So. 2d 1010 (Fla. 1979); *Askey v. Schuster*, 331 so. 2d 297 (Fla. 1976); art. II, § 3, Fla. Const.)

26. Equally, the judicial branch has the purpose of determining the constitutional propriety of the policies and programs and of adjudicating any conflicts arising from the interpretation or application of the laws. Fla. Stat. § 20.02. The right to declare an act unconstitutional is purely a judicial power. *State ex rel. Atl. Coast Line R. Co. v. State Bd. of Equalizers*, 84 Fla. 592, 94 So. 681 (1922). Ordinarily, the constitutionality of a legislative act should be challenged by filing an action for declaratory judgment in circuit court. *Abdool v. Bondi*, 141 So. 3d 529, 537 (Fla. 2014) (*citing Moreau v. Lewis*, 648 So. 2d 124, 126 (Fla. 1995)).

27. Although this case, which initially involved the parties' dispute over the 2019 Statute and 2021 Ordinance, was already in progress, Plaintiffs did not initiate an action for declaratory judgment as to the constitutionality of the 2023 Statute prior to BCC enacting the 2023 Ordinance seeking to nullify and supersede the 2023 Statute. The 2023 Ordinance purports to determine the constitutional

propriety of the 2023 Statute enacted by the Legislature by (i) declaring that "sections 18 through 28 of Chapter 2023-70 of the Laws of Florida together constitute a special or local law applying only to Miami-Dade County (or a general law applying only in Miami-Dade County)"; (ii) superseding and nullifying sections 18 through 28 of Chapter 2023-70 of the Laws of Florida; (iii) abolishing "the board, offices, and functions of the Greater Miami Expressway Agency created or required to be created by section 15 of Chapter 2019-169 and subsequently reestablished by section 18 of Chapter 2023-70"; and (iv) reinstating "[a]ny portion of Ordinance No. 21-35 that was superseded by sections 18 through 28 of Chapter 2023-70 of the Laws of Florida. "[W]hether a law is a special or general law is a pure legal question subject to de novo review." *Schrader v. Florida Keys Aqueduct Auth.*, 840 So. 2d 1050, 1055 (Fla. 2003). Accordingly, the Court will exercise its judicial function to determine the purely legal question whether the 2023 statute is a special or general law under the Florida Constitution.

II. Whether the 2023 Statute is a special or general law under Art. VIII, § 11(5) of the Florida Constitution

28. Under art. VIII, § 11(5), Fla. Const. (1968), the County may "nullify any existing local, special, or general law applicable only to Dade County." The County relied on this provision in its 2023 Ordinance purporting to nullify the 2023 Statute. However, the Florida Constitution provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws

which shall relate to Dade County and any other one or more counties in the state of Florida…" Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added).

29. The Florida Supreme Court has defined special, local, and general laws as follows:

> [A] special law is one relating to, or designed to operate upon, particular persons or things, or one that purports to operate upon classified persons or things when classification is not permissible or the classification adopted is illegal; a local law is one relating to, or designed to operate only in, a specifically indicated part of the state, or one that purports to operate within classified territory when classification is not permissible or the classification adopted is illegal.
>
> A general law operates universally throughout the state, or uniformly upon subjects as they may exist throughout the state, or uniformly within permissible classifications by population of counties or otherwise, or is a law relating to a state function or instrumentality.

Schrader, 840 So. 2d at 1055 (Fla. 2003) (*quoting State ex rel. Landis v. Harris*, 163 So. 237, 240 (1934)).

30. On its face, the 2023 Statute is not a special law because it relates to Miami-Dade County and "one or more counties in the state of Florida," under art. VIII, § 11(5), Fla. Const. (1968). It empowers GMX to operate and maintain an expressway system in Miami-Dade and Monroe counties.

31. Further, the law "[relates] to a state function or instrumentality." *Landis*, 163 So. at 240. As the Court pointed out in *Schrader*, "[s]o long as a law materially

affects the people of this state, it need not have universal application to be a general law." *Id.* At 1055-56. The 2023 Statute was passed as part of comprehensive legislation reasonably relating to the operation and maintenance of the *statewide* transportation system and thus relates to a state function or instrumentality. As the law materially affects the people of the State of Florida, the 2023 Statute is a general law reasonably relating to a statewide purpose and is not subject to nullification under art. VIII, § 11(5). *See Dep't of Legal Affairs v. Sanford-Orlando Kennel Club, Inc.*, 434 So. 2d 879, 881 (Fla. 1983) ("It is well established that a general law does not lose its general law status so long as it . . . relates to a state function or instrumentality."); *see also Fla. Retail Fed'n, Inc. v. City of Coral Gables*, 282 So. 3d 889, 893 (Fla. 3d DCA 2019) ("It is well-established that the Home Rule Amendment must be strictly construed to maintain the supremacy of general laws."), *citing Metro. Dade Cnty. v. Chase Fed. Housing Corp.*, 737 So. 2d 494, 504 (Fla. 1999).

32. The 2023 Statute unambiguously confers jurisdiction and authority to GMX—a state agency—to operate and maintain a significant portion of the State Highway System owned by FDOT and integral to Florida's transportation system. Indeed, the broader Chapter 348, Florida Statutes, generally regulates "Expressway and Bridge Authorities" across the State of Florida, including the Central Florida Expressway Authority, the Tampa-Hillsborough Expressway Authority, and the Greater Miami Expressway Authority. *See Johns River Water Mgmt. Dist. v. Deseret Ranches of Florida, Inc.*, 421 So. 2d 1067, 1068

(Fla. 1982) (explaining that a court should review "the nature and history of [the] enactment... in conjunction with [its statutory] chapter" to determine its special or general character).

33. Pursuant to its authority under the 2023 Statute, GMX operates five expressways in Miami-Dade County that constitute a significant and highly traversed portion of the Florida Highway System owned by FDOT: State Road 112 (the Airport Expressway), State Road 836 (the Dolphin Expressway), State Road 874 (the Don Shula Expressway), State Road 878 (the Snapper Creek Expressway), and State Road 924 (the Gratigny Expressway). The 2023 Statute also confers jurisdiction over parts of Monroe County to GMX should it choose to operate or extend an expressway in that area. See § 348.0304(2), Fla. Stat.

34. Florida courts have routinely held that statutes furthering a statewide purpose are valid general laws, including, specifically, laws relating to "transportation systems that had impacts far exceeding the limited geographic area identified in the laws themselves." *Martin Mem'l Med. Ctr., Inc. v. Tenet Healthsystem Hosps., Inc.*, 875 So. 2d 797, 803 (Fla. 1st DCA 2004); *see also Florida State Tpk. Auth.*, 80 So. 2d at 343 (finding law directing turnpike to be constructed through small part of State would affect traffic statewide and, thus, "such a turnpike may no more logically be said to be local than one aorta may be said to perform a local function independent of the other blood vessels of the human body."); *St. Johns River Water Mgmt. Dist.*, 421 So. 2d at 1069 (finding legislation that applied in a limited geographic region to be a valid general law

because "the statewide water management plan created and implemented by chapter 373 is primarily a state function serving the state's interest in protecting and managing a vital natural resource."); *Schrader*, 840 So. 2d at 1056 ("This Court has upheld as legally valid general laws legislation that facially appeared to affect only a limited geographic area of the state but which had a primary purpose contemplating an important and necessary state function and an actual impact far exceeding the limited geographic area identified by its terms."); *Humana Med. Plan, Inc. v. State, Agency for Health Care Admin.*, 898 So. 2d 1040, 1044 (Fla. 1st DCA 2005). Thus, the court need not resort to interpreting whether reference to the portion of Monroe County renders the statute a general law; by its primary purpose contemplating a necessary state function, it is a general law.

35. Additionally, there is no support under Florida jurisprudence to apply the feasibility analysis proposed by Plaintiffs (see Section III below for further analysis of this issue). Rather, the Court must engage in a textual analysis: "whether a law is a special or general law is a pure legal question subject to de novo review." *Schrader*, 840 So. 2d at 1055 (emphasis added).

36. The Court also rejects Plaintiffs' argument that the 2023 Statute is a special law because GMX's governing board would only consist of members residing in Miami-Dade County. Plaintiffs' reliance on *Homestead Hosp., Inc. v. Miami-Dade Cnty.*, 829 So. 2d 259, 262 (Fla. 3d DCA 2002) is misplaced. In that case, the statutory amendment at issue on its face applied exclusively to Miami-Dade

County and, therefore, was found to be an unconstitutional special law.

37. Accordingly, the Court finds that the 2023 Statute, conferring jurisdiction to GMX over Miami-Dade and Monroe counties, being reasonably related to the broader statewide purpose of managing the Florida State Highway System, by establishing the entity responsible for operating a key portion of that System, including the laws and regulations to which GMX is subject in its performance of its statutory duties, is a general law not subject to the County's home rule powers or the purported effect of the 2023 Ordinance. *See Florida Dep't of Health v. Florigrown, LLC*, 317 So. 3d 1101, 1117 (Fla. 2021) ("Even if the law is limited in direct application, it is still a general law as long as the limitation on its application bears a reasonable relationship to its statewide purpose."); *see also Cantwell v. St. Petersburg Port Auth.*, 21 So. 2d 139, 140 (Fla. 1945) (explaining that a court must, upon "[a]n examination of the act in question," assess whether a law bears a reasonable relationship to its statewide purpose.).

III. The Validity of the 2023 Ordinance

38. As set forth above, Florida Constitution Art. VIII, § 6(e) permits the County to abolish a governmental unit "whose jurisdiction lies wholly within Dade County." Fla. Const. (1968). In adopting the 2023 Ordinance, BCC relied on § 9.04 of the Charter, which contains a supremacy clause referencing the BCC's power to supersede special and general laws as provided in art. VIII, § 6(e) of the Florida Constitution.

39. In the 2023 Ordinance, the BCC concluded that the jurisdiction of the recreated GMX under the 2023 Amendment extended "in truth and in fact exclusively within Miami-Dade County, regardless of the guise in which it may have been framed." The BCC reasoned that there are no expressways within the Big Cypress parcel, the expressway systems referenced in the 2023 Amendment are exclusively within Miami-Dade County, FDOT's design standards (set forth in the Florida Greenbook) make clear that no expressway could ever be constructed within the Big Cypress parcel, and the GMX board membership would be drawn entirely from Miami-Dade County. Therefore, the BCC found that (1) "the 2023 Amendment only operates in Miami-Dade County and relates exclusively to Miami-Dade County, and is therefore a local, special or general law applicable only to Dade County that can be superseded, nullified, or modified by Miami-Dade County," and (2) "the Florida Legislature's attempt to abolish [MDX] again, reestablish [GMX], and transfer all the assets, liabilities, and powers from [MDX] to [GMX] is an infringement upon the local home rule authority granted to the people of Miami-Dade County."

40. The text of the 2023 Statute confers power to GMX to operate in both Miami-Dade and Monroe counties. *See* § 348.0304(2), Fla. Stat. (explaining that GMX "shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by

County Road 94."). Nonetheless, Plaintiffs entreat the Court to engage in a feasibility analysis. They urge the court to ignore the plain language of the statute, conclude that it is not reasonably possible for GMX's jurisdiction to be exercised in Monroe County, and conclude that the 2023 Statute is a local or special law. The Court disagrees with Plaintiffs' reasoning and conclusion.

41. Plaintiffs' argument conflates the question of jurisdiction under art. VIII, § 6(e) with the question whether the 2023 Statute is a special law under art. VIII, § 11(5). Such questions are two separate inquiries pursuant to two separate constitutional provisions. *Compare* art. VIII, § 6(e), Fla. Const. (1968) (allowing the County to dissolve a governmental unit "whose jurisdiction is wholly within" Miami-Dade County), with art. VIII, § 11(5), Fla. Const. (1968) (allowing the County to nullify any local, special, or general law applicable only to Miami-Dade County); *see Chase v. Cowart*, 102 So. 2d 147 (Fla. 1958) (differentiating the analyses under art. VIII, §§ 6(e) and 11(5), Fla. Const. (1968), by explaining that the Florida Constitution "clearly authorizes the abolition of any board whose jurisdiction lies wholly within Dade County, whether created by the Constitution or legislative act. We understand this to mean that it makes no difference whether the board be created by a special or a general act, based on population or otherwise.").

42. Significantly, Plaintiffs have provided no authority—and the Court knows of none—indicating that the extent of an agency's lawfully conferred jurisdiction can be abridged or disregarded if a court concludes it is not feasible or

reasonably possible for the agency to exercise that jurisdiction in the future. Instead, the Florida Supreme Court has made clear that, when a statute is unambiguous, a court must "presume that a legislature says in a statute what it means and means in a statute what it says there." *Page v. Deutsche Bank Trust Co. Americas*, 308 So. 3d 953, 958 (Fla. 2020). Here, the Florida Constitution unequivocally limits the County's powers under art. VIII, § 6(e), to only those governmental units "whose jurisdiction lies wholly within Dade County," and the 2023 Statute unequivocally confers jurisdiction to GMX in both Miami-Dade and a certain portion of Monroe County.

43. This presumption makes sense. To rule otherwise, to open this legislation up to inspection of the reasons behind enactment of a facially-valid general law, would result in a violation of the separation of powers by treading on the legislative function.

44. Considering the Court's ruling herein that the 2023 Statute constitutes a general law applying to both Miami-Dade and Monroe Counties, the Court must also find the 2023 Ordinance in conflict with such general law insofar as it purports to supersede or nullify the 2023 Statute. The GMX Defendants have not filed a Counterclaim requesting that the court enter a declaration in their favor. But they did plead affirmative defenses, including their second and fifth affirmative defenses, that Plaintiffs' claims are barred by the enactment of 2023-70, Laws of Florida and that Plaintiff has failed to state a claim for declaratory judgment. Accordingly, the Court grants Summary Judgment because Plaintiffs fail to

state a valid claim for declaratory judgment and are therefore not entitled to injunctive or other relief.[3] Further, Defendants have established that 2023-70, Laws of Florida bars the enactment of the BCC Ordinance.

Therefore, it is hereby ORDERED and ADJUDGED as follows:

A. The following orders are vacated: Order Denying Motion to Dismiss (DE 42), Order Granting Plaintiff's Amended Motion for Summary Judgment (DE 78), Final Judgment (DE 81).

B. Defendants' motion [D.E. 144] is **GRANTED.** Accordingly, summary judgment is GRANTED in favor of the GMX Defendants as to all counts of Plaintiffs' Amended Complaint [D.E. 99]: Count I (seeking declaratory judgment that MDX has jurisdiction over the System pursuant to the 2023 ordinance); Count II (seeking permanent injunction against the GMX Defendants with respect to the exercise of jurisdiction and control over the System by MDX); and Count III (seeking declaratory judgment against the Bank Defendants requiring them to recognize MDX as the sole rightful and lawful owner of certain accounts and assets pertain to the System).

B. Plaintiffs' motion [D.E. 182] is **DENIED**; and

C. **Final judgment is rendered in favor of the GMX Defendants and against Plaintiffs. Plaintiffs shall take nothing by this action and go hence without day.**

D. The Agreed Order Granting the Motion of The Bank of New York Mellon Trust Company, *N.A., as Indenture Trustee, to Preserve the Status Quo Pending Final Order or Judgment* (Filing No. 190512024) dated January 25, 2024, is incorporated herein by reference and remains in full force and effect pursuant to its terms.

E. The Court reserves jurisdiction to enforce this order, to address costs and fees if appropriate, and to address any further relief on the interpleader claims.

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[1] The court in *Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.* found no distinction between "state agency" and "agency of the state." 1990-136, Laws of Florida, § 23, states: "Agency of the state" means and includes the state and any department of, or corporation, agency, or instrumentality heretofore or hereafter created, designated, or established by, the state."

[2] The Court notes that MDX filed its Amended Complaint without leave and based on a subsequently enacted County ordinance. Though only mentioned briefly by the Defendant GMX (DE 107, at p. 1, n. 1), no party has requested a ruling on this procedural irregularity. The prior judgment and orders should have been vacated first, and then MDX should have sought leave to amend. Perhaps such a motion would have been granted, and this issue would have accrued eventually. Perhaps the inevitability of a merits decision and the need for swift determination of an issue affecting the state, the county, and its residents led the parties to mutually seek a

merits decision on the cross motions.

[3] The elements of an injunction are: "(1) the substantial likelihood of success on the merits, (2) the likelihood of irreparable harm, (3) the unavailability of an adequate remedy at law, (4) the threatened injury outweighs the possible harm, and (5) the issuance of the temporary injunction will not disserve the public interest." *VME Group Intl., LLC v. Grand Condo. Assn., Inc.*, 305 So. 3d 30, 31 (Fla. 3d DCA 2019). If the movant fails to satisfy any of these elements, the request for injunctive relief must be denied. *Id.* Here, while MDX may satisfy the elements of irreparable harm to it and the unavailability of a remedy at law, it fails to establish any likelihood of success on the merits. Granting an injunction disserves the public interest because it would allow the County to tread on the legislative and judicial functions, and would interfere with the state interest in consistent statewide control over the main arteries of the state's public transport system. This point may be debatable. But because MDX fails to establish the likelihood of success on the merits, the count for injunctive relief fails.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 25th day of September, 2024.

2021-02[illegible] 2:20 PM

2021-024025-CA-01 09-25-2024 2:20 PM
Hon. Lisa Walsh

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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Physically Served:

EXHIBIT "B"

Miami-Dade County Notice of Voluntary Dismissal

Filing # 217348612 E-Filed 02/21/2025 04:58:43 PM

IN THE DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

CASE NO. 3D2024-1918

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY and MIAMI-DADE COUNTY,

Appellant,

v.

GREATER MIAMI EXPRESSWAY AGENCY, MARILI CANCIO, RICHARD BLANCO, STACY MILLER, RODOLFO PAGES, FATIMA PEREZ, BANK OF NEW YORK, and BANK OF AMERICA,

Appellees,

_____/

NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS GIVEN that Appellant Miami-Dade County hereby voluntarily dismisses itself from the above-styled action pursuant to Florida Rules of Appellate Procedure 9.350(b).

Respectfully submitted this 21st day of February, 2025,

GERALDINE BONZON-KEENAN
Miami Dade County Attorney
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/s/Michael B. Valdes
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Counsel for Miami-Dade County, Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of February, 2025, pursuant to Fla. R. Jud. Adm. 2.516(b), a true and correct copy of the foregoing has been electronically filed with the Clerk of Court and all counsel and parties of record through the Florida Courts E-Filing Portal.

/s/ Michael B. Valdes
Counsel for Miami-Dade County

EXHIBIT "C"

MDX Notice of Dismissal of Appeal

Filing # 218607330 E-Filed 03/12/2025 10:22:56 AM

IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY,

Appellant,

CASE NO.: 3D2024-1918
LT CASE NO.: 21-24025

v.

GREATER MIAMI EXPRESSWAY AGENCY, ET AL.,

Appellees.

APPELLANT MDX'S NOTICE OF DISMISSAL OF APPEAL

Appellant Miami-Dade County Expressway Authority, pursuant to Florida Rule of Appellate Procedure 9.350(b), hereby voluntarily dismisses its appeal and asks the Court to recognize the voluntary dismissal.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

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Counsel for Miami-Dade Expressway Authority

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March, 2025, undersigned counsel has electronically filed the foregoing document with the Clerk of the Court and parties listed below using the Florida Courts E-Filing Portal:

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Counsel for Miami-Dade County

s/ *Melanie R. Leitman*
Melanie R. Leitman (91523)

EXHIBIT "D"

Court Recognition of Dismissal

IN THE DISTRICT COURT OF

APPEAL

OF FLORIDA

THIRD DISTRICT

March 12, 2025

Miami-Dade County Expressway Authority,

Appellant(s),

v.

Greater Miami Expressway Agency, et al.,

Appellee(s).

3D2024-1918

Trial Court Case No. 21-24025-CA-01

IT IS HEREBY ORDERED that Appellant's Notice of Voluntary Dismissal is recognized by the Court, and this appeal from the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida is hereby dismissed.

A True Copy
ATTEST

3D2024-1818 3/12/Prieto
Mercedes M. Prieto, Clerk
District Court of Appeal
Third District

CC: Glenn Thomas Burhans, Jr.
Miami-Dade Clerk
Raymond Lee Cordova
Kirk Dennison DeLeon
Jason Brent Gonzalez
Miguel Gonzalez
Paul Courtney Huck, Jr.
Charles Alan Lawson
Melanie Rose Leitman
Caroline May Poor
Jessica Leighann Slatten
Eugene E Stearns
Michael Beny Valdes
Hon. Lisa S. Walsh

GD

COMPOSITE EXHIBIT "E"

Legal Descriptions

Project No.: 83611
Parcel No.: 103

Folio Number: 01-3135-019-2660

LEGAL DESCRIPTION

That portion of land within Lot 16 in Block 18 of HIGHLAND PARK, a subdivision lying in the E½ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 2 at Page 13 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 16 in Block 18; thence run N02°08'22"W, along the Easterly Right-of-Way Line of NW 10 AVENUE, coincident with the West line of said Lot 16, also being a Proposed Limited Access Right-of-Way Line in this project, for a distance of 7.59 feet to the point of curvature of a circular curve concave to the Southeast formed by the intersection of the West line of said Lot 16, with the North line of said Lot 16; thence run Northerly and Northeasterly, along said circular curve and Proposed Limited Access Right-of-Way Line, having a radius of 25.00 feet through a central angle of 90°00'36" subtending a 35.36 foot chord which bears N42°51'56"E, for an arc distance of 39.27 feet to the point of tangency on the North line of said Lot 16; thence run N87°52'14"E, along the North line of said Lot 16 and Proposed Limited Access Right-of-Way Line in this project, coincident with the Southerly Right-of-Way Line of NW 14 STREET, for a distance of 69.97 feet to the point of intersection with the Existing Limited Access Right-of-Way Line lying Northwesterly of SR 836, as shown in FDOT Right of Way Map for Section 87200-2505; thence run S60°25'19"W, along the last described Existing Limited Access Line, for a distance of 70.72 feet to the point of intersection with the South line of said Lot 16; thence run S87°52'27"W, along the South line of said Lot 16, for a distance of 32.21 feet to the POINT OF BEGINNING.

Containing an area of 1,939 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Project No.: 83611
Parcel No.: 104

Folio Number: 01-3135-019-2650

LEGAL DESCRIPTION

That portion of land within Lot 15 in Block 18 of HIGHLAND PARK, a subdivision lying in the E½ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 2 at Page 13 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINING at the northwest corner of said Lot 15 in Block 18; thence run N 87°52'27"E, along the north line of said Lot 15, for a distance of 32.21 feet to the point of intersection with the Existing Limited Access Right of Way Line lying northerly of SR 836, as shown in FDOT Right of Way Map for Section 87200-2505; thence run S60°25'19"W, along the last described Existing Limited Access Line, for a distance of 36.29 feet to the point of intersection with the easterly right of way line of NW 10 AVENUE, coincident with the west line of said Lot 15; thence run N02°08'22"W, along the easterly right of way line of NW 10 AVENUE, coincident with the west line of said Lot 15, also being a Proposed Limited Access Right of Way Line in this project, for a distance of 16.73 feet to the Point of Beginning.

Containing an area of 269 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Project No.: 83611
Parcel No.: 105

Folio Number: 01-3135-016-1300

LEGAL DESCRIPTION

That parcel of land being a portion of Lot 1 in Block 9 of "GROVE PARK", according to the plat thereof, lying in Section 35, Township 53 South, Range 41 East, as recorded in Plat Book 5 at Page 66 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the East line of said Lot 1 in Block 9 of said Plat Book 5 at Page 66, with the Existing Limited Right of Way Line lying southeasterly of S.R. 836, as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S00°29'17"E, along the East line of said Lot 1, for a distance of 65.71 feet to the point of intersection with the South line of said Lot 1; thence run S87°27'55"W, along the South line of said Lot 1, for a distance of 108.42 feet to the point of intersection with West line of said Lot 1 in Block 9 of "GROVE PARK", coincident with the Easterly Right of Way Line of NW 15 AVENUE; thence run N00°29'39"W, along said Easterly Right of Way Line of NW 15 AVENUE, coincident with the West line of said Lot 1 in Block 9, for a distance of 22.15 feet to the point of intersection with said Existing Limited Access Right of Way Line lying southeasterly of S.R. 836, as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N65°52'10"E, along said Existing Limited Access Right of Way Line and across said Lot 1, for a distance of 118.28 feet to the point of intersection with the East line of said Lot 1 in Block 9 of Plat Book 5 at Page 66 and the POINT OF BEGINNING.

Containing an area of 4,760 square feet, more or less.

Project No.: 83611
Parcel No.: 801

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 25.55 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The Easement is lying above that portion of NW 15 AVENUE, lying southwesterly of NW SOUTH RIVER DRIVE in the SW¼ of Section 35, Township 53 South, Range 41 East, as shown in the Florida Department of Transportation Right of Way Map for State Road 836, Section 87200-2505; in Miami-Dade County, Florida; the Bottom Plane of the easement being more particularly described as follows:

BEGINNING at the point of intersection of the Easterly Limited Access Right of Way Line of NW 15 AVENUE with the Existing Limited Access Right of Way Line lying southeasterly of State Road 836, as shown in said F.D.O.T. Right of Way Map Section 87200-2505; thence run S24°09'31"E, along the southeasterly extension of the Easterly Limited Access Right of Way Line of NW 15 AVENUE, for a distance of 0.82 feet to the point of intersection with the Southeasterly line of the herein described easement; thence run S65°50'57"W, along said Southeasterly Easement Line, for a distance of 50.00 feet to the point of intersection with the Westerly Limited Access Right of Way Line of NW 15 AVENUE; thence run N24°09'31"W, along said Westerly Limited Access Right of Way Line of NW 15 AVENUE, for a distance of 148.67 feet to a point of intersection with the Northwesterly Line of the herein described easement; thence run N65°50'57"E, along said easement line, for a distance of 50.00 feet to the point of intersection with the northwesterly extension of the Easterly Limited Access Right of Way Line of NW 15 AVENUE; thence run S24°09'31"E, along said northwesterly extension and along the Easterly Limited Access Right of Way Line of NW 15 AVENUE, for a distance of 147.84 feet to the POINT OF BEGINNING.

Containing an area of 7,433 square feet, more or less.

Project No.: 83611
Parcel No.: 802

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 26.36 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The Easement is lying above that portion of NW SOUTH RIVER DRIVE, lying easterly of NW 15 AVENUE, in the SW¼ of Section 35, Township 53 South, Range 41 East, as shown in the Florida Department of Transportation Right of Way Map for State Road 836, Section 87200-2505; in Miami-Dade County, Florida; the Bottom Plane of the easement being more particularly described as follows:

BEGINNING at the point of intersection of the Northeasterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE with the Existing Limited Access Right of Way Line, lying northwesterly of State Road 836, as shown in said F.D.O.T. Right of Way Map Section 87200-2505; thence run S74°16'43"E, along the Northeasterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE, for a distance of 172.41 feet to the point of curvature of a circular curve concave to the Southwest; thence run southeasterly, along said circular curve and Northeasterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE, having a radius of 70.00 feet through a central angle of 28°52'59" subtending a 34.92 foot chord which bears S59°50'14"E for an arc distance of 35.29 feet to a point of reverse curvature of a circular curve concave to the Northeast; thence run southeasterly, along said circular curve and Northeasterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE, having a radius of 485.00 feet, through a central angle of 00°29'41" subtending a 4.19 foot chord which bears S45°38'34"E for an arc distance of 4.19 feet to the point of intersection with the Southeasterly Line of the herein described easement; thence run S65°50'57"W, along said Southeasterly Easement Line, for a distance of 45.82 feet to the point of intersection with the Southwesterly Right of Way Line of NW SOUTH RIVER DRIVE, being the point of cusp of a circular curve concave to the Southwest; thence run northwesterly, along said circular curve and Right of Way Line, having a radius of 30.00 feet through a central angle of 04°26'07" subtending a 2.32 foot chord which bears N72°03'40"W for an arc distance of 2.32 feet to the point of tangency on the Southwesterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE; thence run N74°16'43"W, along the Southwesterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE, for a distance of 198.16 feet to the point of intersection with the northwesterly extension of the Northeasterly Limited Access Right of Way Line of NW 15 AVENUE; thence run N24°09'31"W, along said northwesterly extension of Northeasterly Limited Access Right of Way Line of NW 15 AVENUE, for a distance of 20.08 feet to a point of intersection with the Northwesterly Line of the herein described easement; thence run N65°50'57"E, along said Easement Line, for a distance of 38.36 feet to the point of intersection with the northwesterly extension of the Northeasterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE; thence run S74°16'43"E, along said northwesterly extension of the Northeasterly Limited Access Right of Way Line of NW SOUTH RIVER DRIVE, for a distance of 9.18 feet to the POINT OF BEGINNING.

Containing an area of 8,835 square feet, more or less.

Project No.: 83611
Parcel No.: 804

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 18.45 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The Easement is lying above that portion of NW NORTH RIVER DRIVE, under State Road 836, in the SW¼ of Section 35, Township 53 South, Range 41 East, as shown in the Florida Department of Transportation Right of Way Map for State Road 836, Section 87200-2505; in Miami-Dade County, Florida; the Bottom Plane of the easement being more particularly described as follows:

COMMENCE at the point of intersection of the Northeasterly Limited Access Right of Way Line of NW NORTH RIVER DRIVE with the existing limited access right of way line, lying southeasterly of State Road 836, as shown in said F.D.O.T. Right of Way Map Section 87200-2505; said point being on a circular curve concave to the Northeast; thence run southeasterly, along said circular curve and southeasterly extension of said Northeasterly Limited Access Right of Way Line of NW NORTH RIVER DRIVE, having a radius of 753.31 feet through a central angle of 00°05'16" subtending a 1.15 foot chord which bears S68°34'25"E for an arc distance of 1.15 to feet to the point of intersection with the Southeasterly line of the herein described easement and the POINT OF BEGINNING of the hereinafter described easement; thence run S65°50'57"W, along said Southeasterly easement line, for a distance of 100.86 feet to the point of intersection with the Northwesterly Limited Access Right of Way Line of NW NORTH RIVER DRIVE; said point being on a circular curve concave to the Northeast; thence run northwesterly, along said circular curve and Limited Access Right of Way Line, having a radius of 828.31 feet through a central angle of 12°20'31" subtending a 178.08 foot chord which bears N57°33'12"W for an arc distance of 178.43 feet to the point of intersection with the Northwesterly line of the herein described easement; thence run N65°50'57"E, along said easement line, for a distance of 85.49 feet to the point of intersection with the northwesterly extension of the Northeasterly Limited Access Right of Way Line of NW NORTH RIVER DRIVE, said point being on a circular curve concave to the northeast; thence run southeasterly, along said circular curve and Northeasterly Limited Access Right of Way Line, and its extensions, of NW NORTH RIVER DRIVE, having a radius of 753.31 feet through a central angle of 14°15'31" subtending a 186.98 foot chord which bears S61°29'18"E for an arc distance of 187.47 feet to the point of intersection with the southeasterly line of the herein described easement and the POINT OF BEGINNING.

Containing an area of 13,696 square feet, more or less.

Project No.: 83611
Parcel No.: 805

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 17.88 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The Easement is lying above that portion of NW 13 AVENUE, lying southerly of NW 12 STREET in the SW¼ of Section 35, Township 53 South, Range 41 East, as shown in the Florida Department of Transportation Right of Way Map for State Road 836, Section 87200-2505; in Miami-Dade County, Florida; the Bottom Plane of the easement being more particularly described as follows:

COMMENCE at the point of intersection of the Easterly Limited Access Right of Way Line of NW 13 AVENUE with the existing limited Access Right of Way Line, lying southeasterly of State Road 836, as shown in said F.D.O.T. Right of Way Map Section 87200-2505; thence run S02°21'31"E, along the southerly extension of the Easterly Limited Access Right of Way Line of NW 13 AVENUE, for a distance of 0.89 feet to the point of intersection with the Southeasterly Line of the herein described easement and the POINT OF BEGINNING of the hereinafter described easement; thence run S65°50'57"W, along the Southeasterly Line of the herein described easement, for a distance of 53.85 feet to the point of intersection with the southerly extension of the Westerly Limited Access Right of Way Line of NW 13 AVENUE; thence run N02°21'31"W, along the Westerly Limited Access Right of Way Line of NW 13 AVENUE extended at its ends, for a distance of 226.43 feet to a point of intersection with the Northwesterly Line of the herein described easement, said point being the point of cusp of a circular curve concave to the Southeast; thence run northeasterly, along said circular curve and Easement Line, having a radius of 5,719.25 feet through a central angle of 00°03'09" subtending a 5.23 foot chord which bears N61°51'39"E, for an arc distance of 5.23 feet to the point of compound curvature with a circular curve concave to the Southeast; thence run northeasterly, along said circular curve and Easement Line having a radius of 5,755.75 through a central angle of 00°30'43" subtending a 51.42 foot chord which bears N62°05'26"E, for an arc distance of 51.42 feet to point of intersection with the Easterly Right of Way Line of NW 13 AVENUE, also being the point of cusp of a circular curve concave to the Southeast; thence run southwesterly, along said circular curve and Right of Way Line, having a radius of 25.00 feet through a central angle of 17°02'26" subtending a 7.41 foot chord which bears thence run S06°09'42"W, for an arc distance of 7.44 feet to the point of tangency on the Easterly Right of Way Line of NW 13 AVENUE; thence run S02°21'31"E, along the Easterly Limited Access Right of Way Line of NW 13 AVENUE extended at its ends, for a distance of 223.56 feet to the point of intersection with the Southeasterly Line of the herein described easement and the POINT OF BEGINNING.

Containing an area of 11,425 square feet, more or less.

Project No.: 83611
Parcel No.: 806

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 18.07 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The Easement is lying above that portion of NW 12 STREET, westerly of NW 12 AVENUE and adjoining southerly of Tract 6 of CIVIC CENTER SECTION ONE, a subdivision lying in the SW¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; the bottom plane of the easement being more particularly described as follows:

COMMENCE at the point of tangency of the circular arc concave to the northeast formed in the southwest corner of said Tract 6 by the intersection of the West line of said Tract 6, coincident with the Easterly Right of Way Line of NW 13 AVENUE, with the South line of said Tract 6, coincident with the Northerly Right of Way Line of NW 12 STREET; thence run N87°39'08"E, along the South line of said Tract 6, coincident with the Northerly Right of Way Line of NW 12 STREET, for a distance of 124.67 feet to the POINT OF BEGINNING of the hereinafter described easement; thence continue N87°39'08"E, along the South line of said Tract 6, coincident with the Northerly Right of Way Line of NW 12 STREET, for a distance of 102.38 feet to the point of curvature of a circular curve concave to the northwest; thence run northeasterly, along said circular curve, having a radius of 125.00 feet through a central angle of 34°05'02" subtending a 73.27 foot chord which bears N70°36'37'E for an arc distance of 74.36 feet to a point of compound curvature of a circular curve concave to the northwest; thence run northeasterly, along said circular curve, having a radius of 25.00 feet through a central angle of 63°29'23" subtending a 26.31 foot chord which bears N21°49'24'E for an arc distance of 27.70 feet to a point of cusp on the Westerly Right of Way Line of NW 12 AVENUE and Northeasterly line of the herein described easement; thence run S09°33'13"E, along said Easement line and across NW 12 STREET, for a distance of 77.65 feet to the point of intersection with the Existing Limited Access Right of Way Line, lying northwesterly of State Road 836, as shown in said F.D.O.T. Right of Way Map Section 87200-2505; thence run S65°51'00"W, along said Existing Limited Access Right of Way Line, for a distance of 49.63 feet to the point of intersection with the Southerly Right of Way Line of NW 12 STREET, coincident with said Existing Limited Access Right of Way Line for State Road 836; thence run S87°39'08"W, along the Southerly Limited Access and Right of Way Line of NW 12 STREET, for a distance of 257.68 feet to a point of intersection with the Westerly line of the herein described easement, said point being on a circular curve concave to the Southeast; thence run northeasterly along said circular curve, also being the Westerly line of the easement, having a radius of 5,755.75 feet through a central angle of 01°12'37" subtending a 121.57 foot chord which bears N63°21'59"E, for an arc distance of 121.57 feet to the point of intersection with the Northerly Right of Way Line of NW 12 STREET, and the POINT OF BEGINNING.

Containing an area of 12,863 square feet, more or less.

Project No.: 83611
Parcel No.: 808

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 19.49 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The Easement is lying above that portion of NW 10 AVENUE, lying southerly of NW 14 STREET in the SE¼ of Section 35, Township 53 South, Range 41 East, as shown in the Florida Department of Transportation Right of Way Map for State Road 836, Section 87200-2505; in Miami-Dade County, Florida; the Bottom Plane of the easement being more particularly described as follows:

COMMENCE at the point of intersection of the Easterly Limited Access Right of Way Line of NW 10 AVENUE with the Existing Limited Access Right of Way Line, lying southeasterly of State Road 836, as shown in said F.D.O.T. Right of Way Map Section 87200-2505, thence run S02°08'22"E, along the southerly extension of the Easterly Right of Way Line of NW 10 AVENUE, for a distance of 0.39 feet to the point of intersection with the Southeasterly line of the herein described easement and the **POINT OF BEGINNING**, said point being on a circular curve concave to the Southeast; thence run southwesterly, along said circular curve and easement line, having a radius of 4,571.75 feet through a central angle of 00°43'44" subtending a 58.16 foot chord which bears S57°08'44"W, for an arc distance of 58.16 feet to the point of intersection with the Westerly Limited Access Right of Way Line of NW 10 AVENUE; thence run N02°08'22"W, along the Westerly Limited Access Right of Way Line of NW 10 AVENUE and its northerly extension, for a distance of 221.67 feet to a point of intersection with the Northwesterly line of the herein described easement, said point being on a circular curve concave to the Southeast; thence run northeasterly, along said circular curve and easement line, having a radius of 5,768.75 through a central angle of 00°35'01" subtending a 58.77 foot chord which bears N57°25'13"E, for an arc distance of 58.77 feet to the point of cusp of a circular curve concave to the East on the Easterly Right of Way Line of NW 10 AVENUE; thence run southeasterly, along said circular curve and right of way line, having a radius of 25.00 feet through a central angle of 13°14'52" subtending a 5.77 foot chord which bears S04°29'04"W, for an arc distance of 5.78 feet to the point of tangency; thence run S02°08'22"E, along the Easterly Limited Access Right of Way Line, extended at its ends, of NW 10 AVENUE, for a distance of 216.01 feet to the point of intersection with the Southeasterly line of the herein described easement and the **POINT OF BEGINNING.**

Containing an area of 11,076 square feet, more or less.

Project No.: 83611
Parcel No.: 809

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 22.05 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The easement is lying above that portion of NW 14 STREET lying northerly of Blocks 17 and 18 of HIGHLAND PARK, a subdivision lying in the E½ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 2 at Page 13 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the Southerly Limited Access Right of Way Line of NW 14 Street, coincident with the North line of said Block 18, with the existing limited access right of way line, lying northwesterly of State Road 836, as shown in said F.D.O.T. Right of Way Map Section 87200-2505; thence run S87°52'14"W, along the Southerly Right of Way Line of NW 14 Street, coincident with the North line of said Block 18, for a distance of 60.87 feet to the point of intersection with the Westerly line of the herein described easement, said point being on a circular curve concave to the southeast; thence run northeasterly, along said circular curve and easement line, having a radius of 5,768.75 feet, through a central angle of 01°32'10" subtending a 154.67 foot chord which bears N58°51'49"E, for an arc distance of 154.67 feet to the point of intersection with the Northerly Limited Access Right of Way Line of NW 14 STREET; thence run N87°52'14"E, along the Northerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 126.20 feet; thence run N46°41'05"E, continuing along the Northerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 10.63 feet; thence run N87°52'14"E, continuing along the Northerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 252.87 feet; thence run S50°56'37"E, continuing along the Northerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 10.66 feet to the point of intersection of a circular curve concave to the South; thence run easterly, continuing along the Northerly Limited Access Right of Way Line of NW 14 STREET and along said circular curve, having a radius of 1,108.42 feet through a central angle of 04°07'06" subtending a 79.65 foot chord which bears N85°39'35"E, for an arc distance of 79.67 feet to the point of tangency; thence run N83°36'02"E, continuing along the Northerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 16.40 feet to the point of intersection with Easterly line of the herein described easement, said point being on a circular curve concave to the Southeast; thence run southwesterly, along said circular curve and easement line, having a radius of 4,573.25 feet through a central angle of 02°12'32" subtending a 176.30 foot chord which bears S65°36'44"W, for an arc distance of 176.31 feet the

Revised: 3/19/15, 8/15/15.

point of tangency; thence run S62°03'04"W, along said easement line, for a distance of 28.82 feet to the point of intersection with the Southerly Limited Access Right of Way Line of NW 14 STREET; thence run S87°52'14"W, along the Southerly Limited Access Right of Way Line of NW 14 STREET, coincident with the North line of said Block 17 in Plat Book 2 at Page 13, for a distance of 50.84 feet; thence run S46°41'05"W, continuing along the Southerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 10.63 feet; thence run S87°52'14"W, continuing along the Southerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 264.14 feet; thence run N50°56'37"W, continuing along the Southerly Limited Access Right of Way Line of NW 14 STREET, for a distance of 10.63 feet; thence run S87°52'14"W, continuing along the Southerly Limited Access Right of Way Line of NW 14 STREET, coincident with the North line of said Block 18, for a distance of 45.48 feet to the POINT OF BEGINNING.

Containing an area of 38,080 square feet, more or less.

Project No.: 83611
Parcel No.: 813

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Miami River lying Southwesterly of Tract 9 of CIVIC CENTER SECTION ONE, a subdivision lying in the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the NE Corner of the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East; thence run S 01°25'17"E along the East Line of the NE ¼ of the SW ¼ of said Section 35, Township 53 South, Range 41 East for a distance of 1,341.17 feet to the SE Corner of the NE ¼ of the SW ¼ of said Section 35, Township 53 South, Range 41 East; thence run S 87°37'07" W along the South Line of the NE ¼ of the SW ¼ of said Section for a distance of 922.45 feet to the POINT OF BEGINNING of the herein described parcel; thence run S 20°04'30" W for a distance of 125.63 feet; thence run N 69°55'30" W for a distance of 151.67 feet to a point of intersection with the Existing Limited Access Right of Way Line lying Southeasterly of SR 836 as per FDOT Right of Way Map for Section 87200-2505; thence continue N 69°55'30" W along said Limited Access Right of Way Line for a distance of 84.15 feet to a point; thence run S 65°50'57" W for a distance of 51.87 feet to a point of intersection with the Southwesterly mean high water line for Miami River; thence continue S 65°50'57" W for a distance of 12.48 feet to the point of intersection with the Northerly line of Lot 8 of CORRECTED PLAT OF RIVERMONT, a subdivision lying in the SW 1/4 of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book B at Page 95 of the Public Records of Miami Dade County, Florida; thence run N 74°47'50" W along the said Northerly line of Lot 8 for a distance of 12.34 feet; thence run N 65°50'57" E for a distance of 14.86 feet to the point of intersection with the said Southwesterly mean high water line for Miami River; thence run N 66°36'32" W along said mean high water line for a distance of 6.38 feet; thence run N 86°19'44"W along said mean high water line for a distance of 103.76 feet; thence run N 63°05'28" W along the said mean high water line for a distance of 84.04 feet to a point of intersection with the Northeasterly line of Lot 1 in Block 1 of OAK TERRACE, a subdivision lying in the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 6 at Page 126 of the Public Records of Miami-Dade County; thence run N 71°13'56 W along the said Northeasterly line of Lot 1 and Lot 2 of Block 1 of the aforementioned subdivision for a distance of 53.36 feet; thence run N 65°50'57" E for a distance of 46.23 feet to a point of intersection with the existing Limited Access Right of Way Line; thence run N 24°09'03" W along said Limited Access Right of Way Line for a distance of 58.64 feet; thence run N 20°04'30" E for a distance of 147.63 feet; thence run S 69°55'30" E for a distance of 76.88 feet to the point

of intersection with the West line of the NE 1/4 of the SW 1/4 of Section 35, Township 53 South, Range 41 East; thence continue S 69°55'30" E for a distance of 74.80 feet to a point of intersection of the aforementioned Limited Access Right of Way Line; thence continue S 69°55'30" E along said Limited Access Right of Way Line for a distance of 84.07 feet, thence run N 65°50'57" E for a distance of 110.79 feet to the point of intersection with the Southwesterly line of Tract 9 of the aforementioned CIVIC CENTER SECTION ONE; thence run S 67°36'41" E along said Southwesterly line of Tract 9 for a distance of 177.81 feet; thence run S 60°57'51" E and continue along said Southwesterly line of Tract 9 for a distance of 41.97 feet; thence run S 65°50'57" W for a distance of 57.42 feet to a point of intersection with the aforementioned Limited Access Right of Way Line; thence run S 24°09'03" E along the said Limited Access Right of Way Line for a distance of 58.70 feet; thence run S 20°04'30" W for a distance of 22.00 feet to the POINT OF BEGINNING.

Containing an area of 119,030 square feet or 2.73 acres, more or less.

Project No.: 83611
Parcel No.: 814

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lots 2 and 3 in Block 1 of "GROVE PARK", a subdivision lying in the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the Plat thereof, as recorded in Plat Book 5, at Page 66, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGINNING at the point of intersection of the East line of said Lot 2 with the Existing Limited Access Right-of-Way Line lying Northwesterly of SR 836, as shown in F.D.O.T. Right-of-Way Map for Section 87200-2505; thence run S65°50'57"W, along said Existing Limited Access Right-of-Way Line, for a distance of 107.48 feet to the intersection with the Northeasterly Right-of-Way Line of NW South River Drive; thence run N74°16'43"W, along said Right-of-Way Line of NW South River Drive for a distance of 17.67 feet to the point of intersection with the West line of said Lot 3 in Block 1; thence run N00°29'33"W, along the west line of said Lot 3, for a distance of 1.70 feet, to the point of intersection with the Northwesterly line of the herein described easement; thence run N65°50'57"E, along said Northwesterly line of the herein described easement, being 12.88 feet northwesterly of and parallel to said Existing Limited Access Right-of-Way Line of SR 836, for a distance of 32.97 feet; thence run N89°30'27"E, along another section of said Northwesterly line of the herein described easement, for a distance of 8.52 feet; thence run N00°29'33"W, along another section of said Northwesterly line of the herein described easement, for a distance of 3.73 feet; thence run N65°50'57"E, along said Northwesterly line of the herein described easement, being 12.88 feet northwesterly of and parallel to said Existing Limited Access Right-of-Way Line of SR 836, for a distance of 83.74 feet to the point of intersection with the East line of said Lot 2 in Block 1; thence run S00°29'33"E, along the East line of said Lot 2, for a distance of 14.06 feet to the POINT OF BEGINNING.

Containing an area of 1,503 square feet, more or less.

Project No.: 83611
Parcel No.: 815A

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lot 3 of "LAWRENCE ESTATE LAND CO'S". according to the Plat thereof, as recorded In Plat Book 2, at Page 55, and a portion of Lot 1, Block 1, of "GROVE PARK", according to the Plat thereof, as recorded In Plat Book 5, at Page 66, both of the Public Records of Miami-Dade County, Florida; lying in the SW ¼ of Section 35, Township 53 South, Range 41 East; being more particularly described as follows:

BEGINNING at the point of intersection of the East line of said Lot 3 of Plat Book 2, at Page 55, with the Existing Right-of-Way Line lying Northwesterly of SR 836 as per F.D.O.T. Right-of-Way Map for Section 87200-2505; thence run S65°50'57"W, along said Existing Right-of-Way Line lying Northwesterly of SR 836, for a distance of 171.79 feet to the point of intersection with the West line of Lot 1, in Block 1 of Plat Book 5, at Page 66; thence run N00°29'33"W, along the last described lot line, for a distance of 14.06 feet to the point of intersection with the Northwesterly line of the herein described easement; thence run N65°50'57"E, along the last described easement line, for a distance of 171.76 feet to the point of intersection with the East line of said Lot 3, of said Plat Book 2, at Page 55; thence run S00°36'21"E, along the East line of said Lot 3, for a distance of 14.05 feet to the POINT OF BEGINNING.

Containing an area of 2,213 square feet, more or less.

Project No.: 83611
Parcel No.: 815B

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lot 3 of "LAWRENCE ESTATE LAND CO'S", a subdivision lying in the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 55, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the East line of said Lot 3, of said Plat Book 2, at Page 55, with the Existing Right-of-Way Line lying Southeasterly of SR 836 as per F.D.O.T. Right-of-Way Map for Section 87200-2505; thence run S00°36'21"E, along the East line of said Lot 3, for a distance of 8.54 feet to the point of intersection with the Southeasterly line of the herein described easement; thence run S65°50'57"W, along the last described easement line, for a distance of 56.93 feet to the point of intersection with the Right-of-Way Line of NW South River Drive also being a point on a circular curve concave to the Northeast; thence run Northwesterly, along said circular curve and Existing Right-of-Way Line of NW South River Drive, having a radius of 485.00 feet through a central angle of 00°59'52"subtending a 8.45 foot chord which bears N46°17'04"W, for an arc distance of 8.45 feet to the point of intersection with said Existing Right-of-Way Line lying Southeasterly of SR 836; thence run N65°50'57"E, along said Existing Right-of-Way Line for a distance of 63.52 feet to the point of intersection with the East line of said Lot 3 of Plat Book 2, at Page 55 and the POINT OF BEGINNING.

Containing an area of 471 square feet, more or less.

Project No.: 83611
Parcel No.: 818A

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lot 2 in Block 1 of "OAK TERRACE", a subdivision according to the plat thereof as recorded in Plat Book 6 at Page 126 of the Public Records of Miami-Dade County, Florida; lying in the SW ¼ of Section 35, Township 53 South, Range 41 East, being more particularly described as follows:

BEGINNING at the point of intersection of the northeasterly line of said Lot 2, adjoining the southwesterly shore of Miami River, in Block 1 of said Plat Book 6 at Page 126, with the Existing Right of Way Line lying northwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S65°50'57"W, along said Existing Right of Way Line lying northwesterly of SR 836 and across said Lots 2, for a distance of 80.00 feet to the point of intersection with the west line of said Lot 2; thence run N00°36'21"W, along the west line of said Lot 2, for a distance of 14.05 feet to the point of intersection with the northwesterly line of the herein described easement; thence run N65°50'57"E, along the last described easement line and across said Lot 2, for a distance of 60.53 feet to the point of intersection with the northeasterly line of said Lot 2 in Block 1 of said Plat Book 6 at Page 126, said line adjoining the southwesterly shore of Miami River; thence run S71°13'56"E, along the northeasterly line of said Lot 2, adjoining the southwesterly shore of Miami River, for a distance of 18.92 feet to the POINT OF BEGINNING.

Containing an area of 905 square feet, more or less.

Project No.: 83611
Parcel No.: 818B

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lot 2 in Block 1 of "OAK TERRACE", a subdivision according to the plat thereof as recorded in Plat Book 6 at Page 126 of the Public Records of Miami-Dade County, Florida; lying in the SW ¼ of Section 35, Township 53 South, Range 41 East, being more particularly described as follows:

BEGINNING at the point of intersection of the east line of said Lot 2 in Block 1 of said Plat Book 6 at Page 126, with the Existing Right of Way Line lying southeasterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S00°36'21"E, along the east line of said Lot 2, for a distance of 8.54 feet to the point of intersection with the southeasterly line of the herein described easement; thence run S65°50'57"W, along the last described easement line and across said Lot 2, for a distance of 112.60 feet to the point of intersection with the west line of said Lot 2; thence run N00°36'21"W, along the west line of said Lot 2, for a distance of 8.54 feet to the point of intersection with said Existing Right of Way Line lying southeasterly of SR 836; thence run N65°50'57"E, along said Existing Right of Way Line and across said Lot 2, for a distance of 112.60 feet to the point of intersection with the east line of said Lot 2 in Block 1 of Plat Book 6 at Page 126 and the POINT OF BEGINNING.

Containing an area of 881 square feet, more or less.

Project No.: 83611
Parcel No.: 824

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Tract A and the west 15.00 feet of Tract B of "JACKSON TOWERS SUBDIVISION", according to the plat thereof, lying in Section 35, Township *53* South, Range 41 East, as recorded in Plat Book 120 at Page 45 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows: BEGINNING at the point of intersection of the east line of the west 15.00 feet of said Tract B in Plat Book 120 at Page 45, with the Existing Limited Access Right of way Line lying northwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S60°24'53"W, along said Existing Limited Access Right of way Line lying northwesterly of SR 836, for a distance of 236.38 feet to the point of intersection with the northwesterly line of the aerial easement herein described, said point being the cusp of a circular curve concave to the southeast; thence run northeasterly along said circular curve also being the northwesterly line of the herein described easement, having a radius of 1,154.75 feet through a central angle of 02°14'39" subtending a 60.89 foot chord which bears N59°16'08"E, for an arc distance of 60.90 feet to the point of tangency; thence run N60°23'28"E, along said northwesterly easement line across said Tract A and portion of Tract B, for a distance of 176.16 feet to the point of intersection with the east line of the west 15.00 feet of said Tract B; thence run S02°16'45"E, along the last described property line, for a distance of 1.45 feet to the POINT OF BEGINNING.

Containing an area of 270 square feet, more or less.

Project No.: 83611
Parcel No.: 825

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Tract B, less the west 15.00 feet, of "JACKSON TOWERS SUBDIVISION", according to the plat thereof, lying in Section 35, Township 53 South, Range 41 East, as recorded in Plat Book 120 at Page 45 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
BEGINNING at the point of intersection of the east line said Tract B in Plat Book 120 at Page 45, with the Existing Limited Access Right of way Line lying northwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S60°24'53"W, along said Existing Limited Access Right of Way Line lying northwesterly of SR 836, for a distance of 123.29 feet to the point of intersection of the east line of the west 15.00 feet of said Tract B; thence run N02°16'45W, along the last described line for a distance of 1.45 feet to the point of intersection with the northwesterly line of the easement herein described; thence run N60°23'28"E, along that northwesterly easement line across said Tract B for a distance of 96.87 feet to the point of curvature of a circular curve concave to the southeast; thence run northeasterly along said circular curve and easement line, having a radius of 1, 663.75 feet through a central angle of 00°54'26" subtending a 26.35 foot chord which bears N60°50'41"E, for an arc distance of 26.35 feet to the point of intersection with the east line of said Tract B; thence run S02°11'23"E, along the east line of said Tract B, for a distance of 1.28 feet to the POINT OF BEGINNING.

Containing an area of 182 square feet, more or less.

Project No.: 83611
Parcel No.: 827

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lot 19 in Block 3 of "HIGHLAND PARK", according to the plat thereof, lying in Section 35, Township 53 South, Range 41 East, as recorded in Plat Book 2 at Page 13 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
BEGINNING at the point of intersection of the North line said Lot 19 in Block 3 of Plat Book 2 at Page 13, with the Existing Limited Access Right of Way Line lying northwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S65°26'59"W, along said Existing Limited Access Right of Way Line lying northwesterly of SR 836, for a distance of 124.63 feet to the point of intersection with the northwesterly line of the herein described easement, said point being on a circular curve concave to the southeast; thence run northeasterly, along said circular curve and easement line across said Lot 19, having a radius of 1,663.75 feet through a central angle of 04°13'20" subtending a 122.58 foot chord which bears N65°03'14"E, for an arc distance of 122.61 feet to the point of intersection with the north line of said Lot 19 in Block 3; thence run N87°52'07"E, along the North line of said Lot 19, for a distance of 2.22 feet to the POINT OF BEGINNING.

Containing an area of 145 square feet, more or less.

Project No.: 83611
Parcel No.: 829A

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of land in Tract 9 of "CIVIC CENTER SECTION" ONE, a subdivision lying in the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at point of intersection of the Southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N67°36'41"W along the southwesterly line of said Tract 9, for a distance of 10.86 feet to the point of intersection with the northwesterly line of the herein described easement, thence run N65°50'57"E along said easement line, for a distance of 42.90 feet to the point of intersection with the southwesterly Right of Way Line on NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northwest; thence run southeasterly along said circular curve also being the southwesterly Right of Way Line of NW North River Drive, having a radius of 828.31 feet through a central angle of 00°36'43" subtending a 8.85 foot chord which bears S51°08'42"E, for an arc distance of 8.85 feet to the point of intersection with the Existing Limited access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for section 87200-2505; thence run S65°50'57"W, along said Existing Limited Access Right of way Line, for a distance of 39.45 feet to the point of intersection with the southwesterly line of said Tract 9 and the POINT OF BEGINNING.

Containing an area of 324 square feet, more or less.

Project No.: 83611
Parcel No.: 829B

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of land in Tract 9 of CIVIC CENTER SECTION ONE, a subdivision lying in the NE¼ of the SW¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
BEGINNING at the point of intersection of the southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying southeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N65°50'57"E, along said Existing Limited Access Line, for a distance of 2.21 feet to the point of intersection with the southwesterly right of way line of NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northeast; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive and northeasterly line of said Tract 9, having a radius of 828.31 feet through a central angle of 00°42'18" subtending a 10.19 foot chord which bears S64°00'10"E, for an arc distance of 10.19 feet to the point of intersection with the southeasterly line of the herein described easement, thence run S65°50'57"W, along said easement line, for a distance of 2.89 feet to the point of intersection with the southwesterly line of said Tract 9; thence run N60°57'51"W, along the southwesterly line of Tract 9, for a distance of 9.77 feet to the POINT OF BEGINNING.

Containing an area of 20 square feet, more or less.

Project No.: 83611
Parcel No.: 833

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having a minimum vertical clearance of 16.5 feet above ground elevation, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The Easement is lying above that portion of NW 14 STREET, as shown westerly of NW 5 AVENUE, in F.D.O.T. Right of Way Map for State Road 9-A/I-95 in Section 87270-2475, and lying southeasterly of Lot 34 in Block 24 of DALE MILLER TRACT ADDITION No. 1, a subdivision lying in the NW¼of Section 36, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 2 at Page 70 of the Public Records of Miami-Dade County, Florida; the Bottom Plane of the easement being more particularly described as follows:

COMMENCE at the point of intersection of the south line of said Lot 34 in Block 24 , coincident with the Northerly Right of Way Line of NW 14 STREET, with the Existing Limited Access Right of Way Line, lying Southwesterly of State Road 9-A/I-95, as shown in said F.D.O.T. Right of Way Map Section 87270-2475 said point being on a circular curve concave to the South; thence run southeasterly along said circular curve, also being the Northerly Right of Way Line of NW 14 STREET, having a radius of 1,183.42 feet through a central angle of 00°15'51"subtending a 5.45 foot chord which bears S86°20'06"E, for an arc distance of 5.45 feet to the POINT OF BEGINNING of the hereinafter described easement; thence continue southeasterly along said circular curve, also being the Northerly Right of Way Line of NW 14 STREET, having a radius of 1,183.42 feet through a central angle of 01°00'20"subtending a 20.77 foot chord which bears S85°42'01"E, for an arc distance of 20.77 feet to a point of reverse curvature of a circular curve concave to the North; thence run southeasterly along said circular curve, also being the Northerly Right of Way Line of NW 14 STREET, having a radius of 1,113.92 feet through a central angle of 04°11'36"subtending a 81.51 foot chord which bears S87°17'39"E, for an arc distance of 81.52 feet to the point of intersection with the Northeasterly line of the herein described easement; thence run S49°04'47"E, along said easement line and across NW 14 STREET, for a distance of 95.54 feet to the point of intersection with the Existing Limited Access Right of Way Line, lying Southwesterly of State Road 9-A/I-95, as shown in said F.D.O.T. Right of Way Map Section 87270-2475, coincident with the Southerly Right of Way Line of NW 14 STREET; thence run S87°37'39"W, along said Existing Limited Access Right of Way Line, lying Southwesterly of State

Road 9-A/I-95, coincident with the Southerly Right of Way Line of NW 14 STREET, for a distance of 63.62 feet to a point of deflection on said Existing Limited Access Right of Way Line, lying Southwesterly of State Road 9-A/I-95, coincident with the Southerly Right of Way Line of NW 14 STREET; thence run S44°04'51"W, along said Existing Limited Access Right of Way Line, coincident with the Southerly Right of Way Line of NW 14 STREET, for a distance of 4.44 feet to a point of intersection with the Southwesterly line of the herein described easement; thence run N55°34'05"W, along said easement line and across NW 14 STREET, for a distance of 130.54 feet to the point of intersection with the Existing Limited Access Right of Way Line of State Road 9-A/I-95, coincident with the Northerly Right of Way Line of NW 14 STREET, and the POINT OF BEGINNING.

Containing an area of 5,613 square feet, more or less.

Project No.: 83611
Parcel No.: 834

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of land in Tract "A" of "BISCAYNE CIVIC CENTER PLAZA", a subdivision lying in the SW¼ of the NE¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 115 at Page 63 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the point of curvature, lying on the Northerly Right of Way Line of NW 14 STREET, produced by a circular arc concave to the northwest formed in the southeast corner of said Tract "A" by the intersection of the South and the East lines of said Tract "A"; thence run Northeasterly, along said circular curve, coincident with the Northerly Right of Way Line of NW 14 STREET, having a radius of 25.00 feet through a central angle of 13°04'22" subtending a 5.69 foot chord which bears N81°03'00"E, for an arc distance of 5.70 feet to the POINT OF BEGINNING of the hereinafter described easement; said point being the intersection with the southwesterly line of the herein described easement; thence run N14°54'36"W, along said easement line, for a distance of 4.94 feet to the point of intersection with the Northwesterly line of the herein described easement; thence run N62°51'22"E, along said easement line, for a distance of 8.48 feet to the point of intersection with the Northeasterly line of the herein described easement; thence run S39°22'41"E, along said easement line, for a distance of 4.84 feet to the point of intersection with the Southeasterly line of said Tract "A" said point being on a circular curve concave to the northwest; thence run southwesterly and westerly, along said circular curve, coincident with the Northerly Right of Way Line of NW 14 STREET, having a radius of 25.00 feet, with a central angle of 24°21'48" subtending a 10.55 foot chord which bears S62°19'55"W, for an arc distance of 10.63 feet to the POINT OF BEGINNING.

Containing an area of 49 square feet, more or less.

Project No.: 83611
Parcel No.: 835A

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion Lot 10 of "FIRST ADDITION TO SUNNYBROOK", a subdivision according to the plat thereof as recorded in Plat Book 43 at Page 5 of the Public Records of Miami-Dade County, Florida; lying in the SE ¼ of Section 35, Township 53 South, Range 41 East, being more particularly described as follows:

BEGINNING at the point of intersection of the southwesterly line of said Lot 10 in said Plat Book 43 at Page 5, with the Existing Limited Access Right of Way Line lying southeasterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N57°18'49"E, along said Existing Limited Access Right of Way Line, for a distance of 40.39 feet to the point of intersection with the northeasterly line of the herein described easement; thence run S32°06'59"E, along the northeasterly line of the herein described easement, for a distance of 6.57 feet to the point of intersection with the southeasterly line of the herein described easement; thence run S58°08'17"W, along said Southeasterly line of this easement, for a distance of 38.40 feet to the point of intersection with the southwesterly line of said Lot 10; thence run N50°22'00"W, along the southwesterly line of said Lot 10, for a distance of 6.32 feet to the POINT OF BEGINNING.

Containing an area of 248 square feet, more or less.

Project No.: 83611
Parcel No.: 835B

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lots 10 of "FIRST ADDITION TO SUNNYBROOK", a subdivision according to the plat thereof, recorded in Plat Book 43, at Page 5, of the Public Records of Miami-Dade County, Florida, lying in the SE ¼ of Section 35, Township 53 South, Range 41 East, being more particularly described as follows:

BEGINNING at the point of intersection of the Northeasterly line of said Lot 10 in Plat Book 43 at Page 5, coincident with the Southwesterly Right of Way Line of Spring Garden Road, with the Existing Limited Access Right of Way Line lying Southeasterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S51°39'30"E, along the Northeasterly line of said Lot 10, coincident with the Southwesterly Right of Way Line of Spring Garden Road, for a distance of 8.15 feet to the point of intersection with the Southeasterly line of the herein described easement; thence run S57°18'49"W, along said Southeasterly line of this easement, for a distance of 36.51 feet to the point of intersection with the Southwesterly line of the herein described easement; thence run N31°35'03"W, along said easement line, for a distance of 7.71 feet to the point of intersection with said Existing Limited Access Right of Way Line of SR 836; thence run N57°18'49"E, along said Existing Limited Access Right of Way Line of SR 836, for a distance of 33.71 feet to the point of intersection with the Northeasterly line of said Lot 10, coincident with the Southwesterly Right of Way Line of Spring Garden Road and the POINT OF BEGINNING.

Containing an area of 271 square feet, more or less.

Project No.: 83611
Parcel No.: 836

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lots 6, 22 and 23, in Block 2 of "SUNNYBROOK", according to the plat thereof, recorded in Plat Book 42, at Page 85, of the Public Records of Miami-Dade County, Florida, and lying in the SE¼ of Section 35, Township 53 South, Range 41 East, Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the Northeasterly line of said Lot 6, in Block 2 of "SUNNYBROOK" with the Existing Limited Access Right of Way Line lying Southeasterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; this easement is lying Southeasterly and adjoining to said Existing Limited Access Right of Way Line of SR 836; thence run S51°39'30"E along said Northeasterly line of Lot 6, in Block 2, coincident with the Southwesterly Right of Way Line of SUNNYBROOK ROAD, as shown on Plat Book 42 at Page 85, for a distance of 0.94 feet to the point of intersection with the Southeasterly line of the herein described easement, thence run S60°16'02"W, along said Southeasterly line of this easement and across said Lots 6 and 23, in Block 2 of "SUNNYBROOK", for a distance of 215.59 feet to the point of intersection with the Southwesterly line of said Lot 23; thence run N51°39'30"W along said Southwesterly line of Lot 23 and the Southwesterly line of Lot 22, in Block 2 of "SUNNYBROOK", for a distance of 10.59 feet to the point of intersection with said Existing Limited Access Right of Way Line of SR 836; thence run N62°36'22"E, along said Existing Limited Access Right of Way Line of SR 836, for a distance of 219.38 feet to the point of intersection with the Northeasterly line of said Lot 6, in Block 2 of "SUNNYBROOK" and the POINT OF BEGINNING.

Containing an area of 1,153 square feet, more or less.

Project No.: 83611
Parcel No.: 838

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lots 15 and 16 in Block 17 of HIGHLAND PARK, a subdivision in the SE¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof, recorded in Plat Book 2 at Page 13, lying Southeasterly of the State Road 836 ramp as shown on Florida Department of Transportation Right of Way Map for Section 87200-2505; all of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the South line of said Lot 15 in Block 17, as per said Plat Book 2 at Page 13, with the Limited Access Right of Way Line lying southeasterly of Florida State Road 836, as shown in said Florida Department of Transportation Right of Way Map for Section 87200-2505; thence run N60°32'48"E, along the last described Limited Access Right of Way Line, for a distance of 133.48 feet to the point of intersection with the East line of said Lot 16; thence run S02°01'06"E, along the East line of said Lot 16, for a distance of 9.24 feet to the point of intersection with the southeasterly line of the herein described easement; thence run S62°05'23"W, along said southeasterly line of the easement and across Lots 16 and 15, for a distance of 119.62 feet to the point of intersection with the South line of said Lot 15 in Block 17; thence run S87°53'34"W, along the South line of said Lot 15, for a distance of 10.86 feet; to the POINT OF BEGINNING.

Containing an area of 830 square feet, more or less.

Project No.: 83611
Parcel No.: 839

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 24.41 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.
That easement being a portion of the 10.00 foot Alley lying in Block 17, between Lots 1 & 16, in Block 17 of "HIGHLAND PARK", according to the plat thereof, recorded in Plat Book 2, at Page 13, of the Public Records of Miami-Dade County, Florida, and lying in the SE ¼ of Section 35, Township 53 South, Range 41 East, Miami-Dade County, Florida, the Bottom Plane of the easement being more particularly described as follows:

BEGINNING at the point of intersection of the East line of said Lot 16, in Block 17 of "HIGHLAND PARK", coincident with the West line of said 10.00 foot Alley, with the Existing Limited Access Right of Way Line of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N60°32'48"E, along the last described Existing Limited Access Right of Way Line of SR 836, for a distance of 11.27 feet to the point of intersection with the West line of said Lot 1 in Block 17 of "HIGHLAND PARK", coincident with the East line of said 10.00 foot Alley; thence run S02°01'06"E, along the last described easement line, for a distance of 9.58 feet to the point of intersection with the Southeasterly line of the herein described easement; thence run S60°05'23"W, along said Southeasterly line of this easement and across said 10.00 foot Alley, for a distance of 11.12 feet to the point of intersection with the East line of said Lot 16 in Block 17, coincident with the West line of said 10.00 foot Alley; thence run N02°01'06"W, along the East line of said Lot 16, coincident with the West line of said 10.00 foot Alley, to the point of intersection with the above described Existing Limited Access Right of Way Line of SR 836, for a distance of 9.24 feet to the POINT OF BEGINNING.

Containing an area of 94 square feet, more or less.

Project No.: 83611
Parcel No.: 840A

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement lying Southwesterly and adjoining with the Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; and being a part of Lot 8, in Block 1 of "ROBERTS & GRENTER ADDITION", according to the plat thereof, recorded in Plat Book 10, at Page 56, of the Public Records of Miami-Dade County, Florida; and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGINNING at the point of intersection of said Existing Limited Access Right of Way Line of SR 836, with the West line of said Lot 8, in Block 1 of "ROBERT & GRENTER ADDITION", coincident with the Easterly Right of Way Line of NW 7th Avenue (SR 7/US 441), with said Existing Limited Access Right of Way Line of SR 836; thence run S85°14'06"E along said Existing Limited Access Right of Way Line of SR 836, for a distance of 48.19 feet to the point of intersection with the East line of the herein described easement; thence run S01°11'29"W along said East line of this easement, for a distance of 5.64 feet to the point of intersection with the Southerly line of this easement; thence run S89°52'23"W along said Southerly line of this easement and across said Lot 8, in Block 1 of "ROBERT & GRENTER ADDITION", for a distance of 47.73 feet to the point of intersection with the West line of said Lot 8, in Block 1 of "ROBERTS & GRENTER ADDITION", coincident with the Easterly Right of Way Line of NW 7th Avenue; thence run N01°02'30"W, along last described line to the point of intersection with said Existing Limited Access Right of Way Line of SR 836, for a distance of 9.75 feet to the POINT OF BEGINNING.

Containing an area of 368 square feet, more or less.

Project No.: 83611
Parcel No.: 840B

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement lying Southwesterly and adjoining to the Existing Limited Access Right-of-Way Line lying Northeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; and extending across Lots 7, 8, 14 and 15, and the 15.00 foot Alley, in Block 1 of "ROBERTS & GRENTER ADDITION", according to the Plat thereof, as recorded in Plat Book 10, at Page 56, of the Public Records of Miami-Dade County, Florida; and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of said Limited Access Right of Way Line of S. R. 836, with the West line of said Lot 8, in Block 1 of "Robert Grenter Addition", coincident with the Easterly Right of Way Line of NW 7th avenue (S. R.7/US 441); thence run S85°14'06"E, along said Limited Access Right of Way Line of S.R. 836 for a distance 91.88 feet to the point of intersection with the West line of the herein described easement and the POINT OF BEGINNING, thence run S85°14'06"E, continuing along said Limited Access Right of Way Line of S.R. 836, for a distance of 124.15 feet to the point of intersection with the East line of the herein described easement, also being the East line of said Lot 14 in Block 1 of Robert & Grenter Addition, coincident with the westerly Right of Way Line of NW 6th court, thence run S01°03'00"E, along last described line, a little portion of East line of said Lot 15 for a distance of 8.85 feet to the intersection of the southwesterly line of this easement also being a circular curve concave to the southwest, thence run northwesterly along said circular curve, and across said Lots 15 and 14, 15 foot alley and 7 and 8 of Robert & Grenter Addition, having a radius of 1037.25 feet, through a central angle of 06°54'50", subtending a 125.09 foot chord which bears N82°57'08"W, for an arc distance of 125.17 feet to the point of intersection with above mentioned west line of the herein described easement, thence run S03°57'02"E, along said West line of this easement, for a distance of 3.83 feet to the POINT OF BEGINNING

Containing an area of 628 square feet, more or less.

Project No.: 83611
Parcel No.: 841

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lots 4 and 5, in Block 10 of "ROBERTS AND GRENTNER ADDITION", according to the plat thereof, recorded in Plat Book 10, at Page 56, and also being a portion of Lots 3 & 4 in Block 23, of "DALE MILLER TRACT ADDITION N°. 1", according to the Plat thereof, as recorded in Plat Book 2, at Page 70, both of the Public Records of Miami-Dade County, Florida, all lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGINNING at the point of intersection of the West line of said Lot 5, in Block 10 of "ROBERTS AND GRENTNER ADDITION", coincident with the Easterly Right of Way Line of NW 6th COURT, with the Existing Limited Access Right of Way Line lying Southwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-000C; thence run S71°27'52"E, along said Existing Limited Access Right of Way Line of SR 836, for a distance 187.88 feet, to the point of intersection with the East line of said Lot 3 in Block 33 (Plat Book 2 at Page 70) coincident with the Westerly Right of Way Line of NW 6th AVENUE; thence run S01°12'06"E, along the last described line, for a distance of 4.75 feet to the southeast corner of said Lot 3 in Block 23 (Plat Book 2 at Page 70; thence run S87°37'39"W, along the South line of said Lot 3 and along the Southwesterly line of the herein described easement, for a distance of 5.98 feet to the point of intersection with a circular curve, concave to the Southwest; thence run northwesterly along said circular curve, continuing along said Southwesterly easement line and across said Lot 3, Block 23 in P.B. 2 PG. 70, and across Lots 4 and 5, Block 10 in P.B. 10 PG. 56, having a radius of 1037.25 feet, through a central angle of 10°00'44", subtending a 181.02 foot chord, which bears N71°56'22"W for an arc distance of 181.26 feet to the point of intersection with the West line of said Lot 5, in Block 10, coincident with the Easterly Right of Way Line of NW 6 COURT; thence run N01°03'00"W along the last described Lot line and Right of Way Line, for a distance of 8.60 feet to the POINT OF BEGINNING.

Containing an area of 892 square feet, more or less.

Project No.: 83611
Parcel No.: 843

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of the West 25.00 feet of Lot 33, in Block 24 of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, recorded in Plat Book 2, at Page 70, of the Public Records of Miami-Dade County, Florida, and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", coincident with the East Right of Way line of NW 6th AVENUE, with the Existing Limited Access Right of Way Line of SR 836 ramp lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C; this easement lying Southwesterly and adjoining said Existing Limited Access Right of Way of SR 836 ramp; thence run S60°43'47"E, along the last described Existing Limited Access Right of Way Line of SR 836, for a distance of 29.01 feet, to the point of intersection with the East line of the West 25.00 feet of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", thence run S01°12'06"E, along last described East line of the West 25.00 feet of said Lot 33, for a distance of 7.59 feet to the point of intersection with the Southwesterly line of the herein described easement, thence run N60°43'47"W, along the Southwesterly line of the herein described easement lying Southwesterly of and parallel to said Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C, for a distance of 29.01 feet to point of intersection with the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1"; thence run N01°12'06"W, along last described West line of said Lot 33, for a distance of 7.59 feet to the point of intersection with said Existing Limited Access Right of Way Line of SR 836 ramp and the POINT OF BEGINNING.

Containing an area of 190 square feet, more or less.

Project No.: 83611
Parcel No.: 844

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of the East 25.00 feet of Lot 34, in Block 24 of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, recorded in Plat Book 2, at Page 70, of the Public Records of Miami-Dade County, Florida, and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the East line of the West 12.50 feet of said Lot 34, in Block 24 of "Dale Miller Tract Addition No. 1" with the Existing Limited Access Right of Way Line of SR 836 ramp, lying Southwesterly of SR 836, as per F.D.O.T. Right of Way Map for Section 87200-000C; this easement lying Southeasterly and adjoining to said Existing Limited Access Right of Way of SR 836 ramp; thence run S60°43'47"E, along said Existing Limited Access Right of Way Line of SR 836, for a distance of 28.85 feet, to the point of intersection with the Existing Right of Way Line of NW 14th Street, this point being on a circular curve concave to the Southwest; thence run Northwesterly along said circular curve, having a radius of 1,183.42 feet, through a central angel of 01°12'25", subtending a 24.93 foot chord, which bears N87°04'14"W, for an arc distance of 24.93 feet, to the point of intersection with the East line of the West 12.50 feet of said Lot 34, in Block 24 of "Dale Miller Tract Addition No. 1"; thence run N01°12'06"W, along said East line of the West 12.50 feet of said Lot 34, for a distance of 12.83 feet to the point of intersection with said Existing Limited Access Right of Way Line of SR 836 ramp, and the POINT OF BEGINNING.

Containing an area of 158 square feet, more or less.

Project No.: 83611
Parcel No.: 847

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

The easement being a portion of Lot 14 in Block 17 of HIGHLAND PARK, a subdivision in the SE ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof, recorded in Plat Book 2, at Page 13, lying Southeasterly of the State Road 836 ramp as shown on Florida Department of Transportation Right of Way Map for Section 87200-2505; all of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the West line of said Lot 14 in Block 17 as per said Plat Book 2 at Page 13, coincident with the Easterly Right of Way Line of NW 19th Avenue with the Limited Access Right of Way Line lying Southeasterly of Florida State Road 836, as shown in said Florida Department of Transportation Right of Way Map for Section 87200-2505; thence run N60°32'48"E, along said Limited Access Right of Way Line of SR 836, for a distance of 7.47 feet, to the point of intersection with the North line of said Lot 14 in Block 17 of Highland Park, thence run N87°53'34"E, along the North line of said Lot 14, for a distance of 10.84 feet to the point of intersection with the Southeasterly line of the herein described easement, thence run S62°05'23"W, along said Southeasterly line of this easement, for a distance of 19.42 feet to the point of intersection with said West line of Lot 14 in Block 17 of Highland Park, coincident with the Easterly Right of Way line of NW 9th Avenue; thence run N02°01'54"W , along last described line, for a distance of 5.02 feet to the point of intersection with said Limited Access Right of Way Line of SR 836 and the POINT OF BEGINNING.

Containing an area of 62 square feet, more or less.

Project No.: 83611
Parcel No.: 848

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

An aerial easement within that airspace vertically enclosed; the Bottom Plane of which having an Elevation of 26.20 feet, according to the North American Vertical Datum of 1988 (NAVD88) as established by the United States National Geodetic Survey, and the Top Plane extending to infinity.

The easement is lying above that portion of NW 17th STREET, which is lying more or less 241 feet West of the Easterly Limited Access Right-of-Way of the Interstate Highway I-95 (State Road 9/9A) as per F.D.O.T. Right-of-Way Map for Section 87270-2426, and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, in Miami-Dade County, Florida; the Bottom Plane of this easement being more particularly described as follows:

COMMENCE at the point of intersection of said Easterly Limited Access Right-of-Way Line of I-95 with the Northerly Limited Access Right of Way Line of NW 17th STREET , thence run S87°33'11"W, along said Limited Access Right-of-Way of NW 17th STREET , for a distance of 25.55 feet; thence run S87°33'07"W continuing along the last described Limited Access Right-of-Way Line, for a distance of 190.03 feet; thence run S87°32'25"W, along said Limited Access Right of Way of NW 17th STREET, for a distance of 4.35 feet to the point of intersection with the East line of the herein described easement and the POINT OF BEGINNING; thence run S00°47'00"E, along said East line of this easement, for a distance of 60.03 feet to the point of intersection with the Southerly Limited Access Right-of-Way Line of NW 17th STREET; thence run S87°32'25"W, along said Southerly Limited Access Right-of-Way line of NW 17th STREET, for a distance of 42.98 feet to the point of intersection with the West Line of the herein described easement; thence run N00°34'16"W, along said West line of this easement, for a distance of 60.03 feet to the point of intersection with said Northerly Limited Access Right-of-Way Line of NW 17th STREET ; thence run N87°32'25"E, along last described Limited Access Right-of-Way Line of NW 17th STREET , for a distance of 42.76 feet, to the POINT OF BEGINNING.

Containing an area of 2,572 square feet, more or less.

Project No.: 83611
Parcel No.: 850

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of NW 6th Avenue (City of Miami) lying between the East line of Lots 2 and 3, in Block 23, and the West line of Lot 33, in Block 24 of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, recorded in Plat Book 2, at Page 70, of the Public Records of Miami-Dade County, Florida, all lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, State of Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the East line of said Lot 3, in Block 23 of "DALE MILLER TRACT ADDITION No. 1", coincident with the Westerly Right of Way line of NW 6th Avenue, with the Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C; this easement lying Southwesterly and adjoining said Existing Limited Access Right of Way Line of SR 836 ramp; thence run S65°02'47"E, along the last described Existing Limited Access Right of Way Line of SR 836 ramp, for a distance of 44.56 feet to the point of intersection with the West line of said Lot 33, in Block 24 of "DALE MILLER TRACT ADDITION No. 1", coincident with the Easterly Right of Way Line of NW 6th Avenue; thence run S01°12'06"E, along the last described Right of Way Line, for a distance of 7.59 feet to the point of intersection with the Southwesterly line of the herein described easement; thence run N65°02'47"W, along said Southwesterly easement line lying southwesterly of and parallel to the Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C, for a distance of 44.56 feet, to the point of intersection with the East line of said Lot 2, in Block 23, of "DALE MILLER TRACT ADDITION No. 1"; thence run N01°12'06"W; along the East line of said Lots 2 and 3, in Block 23, of "DALE MILLER TRACT ADDITION No. 1", coincident with the Westerly Right of Way Line of NW 6th Avenue (City of Miami), for a distance of 7.59 feet to the point of intersection with said Existing Limited Access Right of Way Line of SR 836 ramp and the POINT OF BEGINNING.

Containing an area of 303 square feet, more or less.

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[x] Consent [ ] Regular [ ] Public Hearing

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the resolution accepting title from the Florida Legislature to certain parcels of real property located in Miami-Dade County and previously acquired by the dissolved Miami-Dade County Expressway Authority (MDX) for Project 87410; and authorization to record the resolution in the public records of Miami-Dade County.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) owns the ***original*** expressway system operated by GMX's predecessor agency, MDX. The Transfer Agreement dated December 10, 1996, only transferred operational and financial control of the expressways owned by FDOT to MDX.

Following the Transfer Agreement and facilitating Project 87410, MDX acquired ***additional*** parcels for the State Road 874 ramp connection to SW 128th Street from east of SW 137th Avenue to west of SW 122nd Avenue. Since these parcels were not part of the original expressway system, MDX took title to these parcels in its own name, not FDOT's.

Effective May 11, 2023, and pursuant to Florida Statutes § 348.03031(3), the Florida Legislature transferred all assets previously owned or controlled by the former MDX to the reestablished GMX. These assets included, without limitation, the additional parcels that MDX acquired in its own name.

By operation of the statute, the title to the additional parcels automatically transferred from MDX to GMX. Unfortunately, GMX's title to these properties was clouded by the lawsuit filed by MDX and Miami-Dade County against GMX in Miami-Dade Circuit Court Case No. 2021-024025-CA-01. Uncertain of the lawsuit's outcome, title companies hesitated to issue title insurance for the additional parcels.

The lawsuit recently ended in favor of GMX. The trial court granted summary final judgment in favor of GMX. Miami-Dade County and MDX appealed the trial court's decision, but later

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

dismissed the appeal, which ended the litigation. Miami-Dade County and MDX no longer challenge GMX's right to exist or GMX's title to the additional properties.

This successful conclusion of the lawsuit now allows GMX to formally accept title to the additional parcels in a manner that will satisfy the concerns of the title companies.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements do not apply to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

This resolution will formalize, document and record GMX's acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes.

FISCAL IMPACT:

GMX will incur minimal costs to record the resolution in the public records of Miami-Dade County.

EXHIBITS ATTACHED:

Exhibit 1 – Proposed Resolution No. 25-03

Exhibit 1-A – Summary Final Judgment in favor of GMX

Exhibit 1-B – Miami-Dade County Notice of Voluntary Dismissal

Exhibit 1-C – MDX Notice of Dismissal of Appeal

Exhibit 1-D – Third District Court of Appeal Recognition of Dismissal

Exhibit 1-E – Legal Descriptions with Parcel Numbers

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

Authorized by: _____ Date: 6/2/25

Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-03

RESOLUTION ACCEPTING TITLE FROM THE FLORIDA LEGISLATURE TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN MIAMI-DADE COUNTY, FLORIDA, AND PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

WHEREAS, Florida Statutes § 348.0304 created and established a body politic and corporate, an agency of the state, known as the Greater Miami Expressway Agency ("GMX");

WHEREAS, Florida Statutes § 348.03031 transferred all assets, employees, contracts, rights, and liabilities previously owned or controlled by the dissolved Miami-Dade County Expressway Authority ("MDX") to GMX;

WHEREAS, the assets of MDX included, without limitation, certain parcels of real property for the State Road 874 ramp connection to SW 128th Street from east of SW 137th Avenue to west of SW 122nd Avenue, which MDX originally purchased, condemned, or otherwise acquired for Project 87410;

WHEREAS, MDX and Miami-Dade County filed Case No. 2021-024025-CA-01 (the "Litigation") against GMX in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Trial Court");

WHEREAS, as reflected in Exhibit "A," on September 25, 2024, the Trial Court entered Summary Final Judgment in favor of GMX and against MDX and Miami-Dade County;

WHEREAS, MDX and Miami-Dade County appealed the Trial Court's Summary Final Judgment in Case No. 3D2024-1918 (the "Appeal") to the Third District Court of Appeal (the "Appellate Court");

WHEREAS, as reflected in Exhibit "B," on or about February 21, 2025, Miami-Dade County voluntarily dismissed itself as a party to the Appeal;

WHEREAS, as reflected in Exhibit "C," on or about March 12, 2025, MDX voluntarily dismissed the Appeal;

WHEREAS, as reflected in Exhibit "D," the Appellate Court recognized the dismissal of the Appeal, which ended the Litigation;

WHEREAS, GMX now desires to formalize, document, and record its acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by GMX's Governing Board (the "Board") that, in consideration of the foregoing, the Board directs and adopts the following:

Section 1. GMX hereby accepts title to and confirms its ownership of those certain parcels of real property more particularly described on Composite Exhibit "E" attached hereto.

Section 2. The Board authorizes GMX to record this Resolution in the public records for Miami-Dade County, Florida, and Monroe County, Florida, to formally document its ownership of certain parcels of real property listed on Composite Exhibit "E" hereto.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Chair Mariana Cancio	-
Vice Chair Fatima Perez	-
Treasurer Rodolfo L. Pages	-
Member Richard Blanco Jr.	-
Member Daniel Iglesias, P.E.	-
Member Edward Pidermann	-
Member Stanley Rigaud	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

Greater Miami Expressway Agency
(GMX)

By:_____
Maria Luisa Navia Lobo
GMX Board Secretary

EXHIBIT "A"

Summary Final Judgment

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-024025-CA-01
SECTION: CA44
JUDGE: Lisa Walsh

Miami-Dade County Expressway Authority

Plaintiff(s)

vs.

Greater Miami Expressway Agency et al

Defendant(s)

_____/

ORDER VACATING PRIOR ORDERS PURSUANT TO MANDATE, GRANTING DEFENDANTS' MOTION FOR SUMARY JUDGMENT, DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND ENTERING FINAL JUDGMENT FOR DEFENDANTS (D.E. 144 AND D.E. 182)

This cause comes before the Court on the Motion for Summary Judgment filed by Defendants Greater Miami Expressway Agency ("GMX"), Marili Cancio, Richard Blanco, Stacy Miller, Rodolfo Pages, and Fatima Perez (collectively, the "GMX Defendants") on March 14, 2024 [D.E. 144], and on the Joint Motion for Summary Judgment filed by Plaintiffs Miami-Dade Expressway Authority ("MDX") and Intervenor-Plaintiff Miami-Dade County ("County") (collectively "Plaintiffs") on July 8, 2024 [D.E. 182]. The Court held a hearing on both motions on Thursday, August 8, 2024. After reviewing the Motions, the pleadings, applicable Florida law, argument of counsel, and being otherwise fully advised, the Court hereby GRANTS the GMX Defendants' Motion, DENIES Plaintiffs' Motion, and enters Final Judgment for the Defendants for the reasons stated herein.

INTRODUCTION

1. This action relates to the struggle between the State of Florida and Miami-Dade County to control a multibillion-dollar system of five tolled expressways owned by the State and encompassed within Miami-Dade County (the "System"). In the last four years, the Florida Legislature and Miami-Dade County Board of County Commissioners ("County") have sequentially adopted statutory amendments and county ordinances in their respective attempts to assert control of this System and the related revenue. Presently before the Court are the parties' cross-motions for summary judgment, wherein both sides of this dispute ask the Court to decide the matter in their favor on grounds that there are no genuine disputes of material fact, and with each side asserting it is entitled to judgment as a matter of law.

2. The primary legal question the Court must decide in ruling on these competing motions for summary judgment is whether the Miami-Dade County Board of County Commissioners (the "BCC") acted within its authority under the Home Rule Amendment to the Florida Constitution and the Miami-Dade County Home Rule Charter (the "Charter") when adopting Ordinance No. 23-93 (the "2023 Ordinance"). Under that authority, the BCC may "abolish . . . governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise" and may adopt ordinances that "modify or nullify any existing local,

special or general law applicable only to Dade County." *See* Fla. Const., art. VIII, § 6(e), n. 3 (1968); Charter at §§ 1.01(A)(24) & 9.04. However, Article VIII of the Florida Constitution further provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and *any other one or more counties in the state of Florida* . . . ." Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added)."

3. The Florida Legislature enacted 2023-70, Laws of Florida, Sections 18-28 of House Bill 1305 (the "2023 Statute"), abolishing the County-created Miami-Dade Expressway Authority and re-creating the Greater Miami Expressway Agency ("GMX"), to manage an expressway system "within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94." *Id.* The subsequently passed 2023 BCC Ordinance purported to supersede and nullify the 2023 Statute.

4. On its face, the 2023 Statute does not apply "only to Dade County," but rather applies to portions of Monroe County as well. Nonetheless, Plaintiffs argue it is not "feasible" or "reasonably possible" for GMX's jurisdiction to be exercised in Monroe County and, therefore, Plaintiffs urge the Court to ignore the statutory text and conclude that the 2023 Statute is a local or special law, and to further conclude that the 2023 Ordinance is a valid exercise of the County's authority under the Home Rule Amendment to the Florida Constitution.

FACTUAL BACKGROUND

The court provides some historical context to this dispute.

I. The FEAA and the Creation of MDX.

5. In 1990, the Legislature passed the Florida Expressway Authority Act ("FEAA"), Ch. 90-136, Laws of Florida, a law that authorized the creation of state agencies to operate portions of the Florida Highway System owned by the Florida Department of Transportation ("FDOT"). *See generally* §§ 348.0001-.0012, Fla. Stat. (2018). Before it was repealed in 2019, the FEAA provided that "[a]ny county, or two or more contiguous counties located within a single district of the department, may, by resolution adopted by the board of county commissioners, form an expressway authority, which shall be an agency of the state, pursuant to the Florida Expressway Authority Act." § 348.0003, Fla. Stat. (2018).

6. Pursuant to the FEAA, in 1994, the County adopted Ordinance 94-215 (codified as Article XVIII, Section 2-128) to "exercise the power conferred by the Florida Expressway Authority Act" to create an expressway authority (MDX) as a state agency. See Ordinance 94-215 at § 1 ("The Dade County Expressway Authority (the 'Authority') is hereby formed. The Authority shall be an agency of the state pursuant to the Florida Expressway Authority Act."); *see also Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.*, 316 So. 3d 388, 390 (Fla. 1st

DCA 2021) (finding that MDX was a "state agency" and without standing under the public official standing doctrine to challenge the constitutionality of Chapter 2019-169, Laws of Florida ("2019 Statute")).[1]

7. In 1996, FDOT entered a Transfer Agreement with MDX whereby it transferred financial and operational control of five State-owned expressways in Miami-Dade County to MDX in exchange for MDX's payment of $91 million; however, under the Transfer Agreement, FDOT retained ownership of the five expressways in Miami-Dade County. Such expressways have always been components of the State Highway System, first constructed by the State in 1915.

II. The Legislature's 2019 Statute and the County's 2021 Ordinance.

8. In 2019, the Florida Legislature enacted Chapter 2019-169, Laws of Florida, repealing the FEAA. *See* Ch. 2019-169, s. 13, Laws of Fla. The 2019 Statute created GMX, dissolved MDX, and transferred its assets, liabilities, contracts, rights, and employees to GMX. *See* §§ 348.0301-348.0318, Fla. Stat. (2019).

9. Thereafter, on May 4, 2021, the County passed Ordinance 21-35 (the "2021 Ordinance"), purporting to dissolve GMX and nullify five sections of the 2019 Statute via the County's home rule powers.

III. MDX's Original Complaint and the Third DCA's Reversal of Summary Judgment in Favor of MDX.

10. Subsequently, on October 28, 2021, MDX first filed this case, at that time only against the GMX Defendants. In its original complaint, MDX brought an *in rem* action for declaratory relief, injunctive relief, and to quiet title to part of the State of Florida's expressway system in Miami-Dade County. MDX argued that the 2019 Statute was invalidated by the 2021 Ordinance. The Predecessor Judge denied a motion to dismiss the complaint.

11. MDX moved for summary judgment on February 2, 2022 (and amended its motion on March 1, 2022). The Predecessor Judge granted summary judgment in favor of MDX, and entered Final Judgment on July 26, 2022, stating that, *inter alia*, MDX was the lawful owner of all property and interests conveyed by the Transfer Agreement. The GMX Defendants timely filed their notice of appeal, and the court stayed the final judgment pending appellate review. *See* Fla. R. App. P. 9.310(b)(2).

12. On October 25, 2023, the Third District Court of Appeal issued its opinion in this case reversing the trial court's orders, on the grounds that only operational and financial control -- not ownership -- of the expressway system was transferred to MDX, and that because FDOT was an indispensable party, the trial court erred in denying a motion to dismiss the complaint. *See Greater Miami Expressway Agency, et al. v. Miami-Dade Expressway Authority, et al.*, 388 So. 3d 138 (Fla. 3d DCA 2023). On November 17, 2023, the Third DCA issued its mandate to this Court to hold further proceedings in accordance with its opinion.

13. Following the mandate, the parties did not place the matter on the court's docket to vacate the orders entered by the predecessor judge and dismiss this case. Instead, three days after the Mandate issued, Plaintiff filed an amended complaint.[2] Thus, as a preliminary matter, the court, in carrying out the mandate, hereby vacates the final judgment, summary judgment order, and order denying dismissal entered by my predecessor.

IV. The Legislature's 2023 Statute and the County's 2023 Ordinance

14. While the appeal was pending at the Third DCA, the Legislature passed Chapter 2023-70, Laws of Florida (the "**2023 Statute**"), to "clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County..." § 348.03031(1), Fla. Stat.

15. The 2023 Statute confirms that FDOT owns the expressway system and "transferred only operational and financial control of the expressways owned by the department" to MDX pursuant to the Transfer Agreement. § 348.03031(2), Fla. Stat. It also provides that "the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished," § 348.03031(4), Fla. Stat., and that "Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida..." § 348.03031(3), Fla. Stat. Further, it transferred all "assets, employees, contracts, rights, and liabilities" previously under MDX's authority to GMX. See § 348.03031(3),

Fla. Stat.

16. The 2023 Statute expressly states the following:

> (1) The Legislature finds the need to clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County, following Miami-Dade County's attempt to abolish the Greater Miami Expressway Agency in Miami-Dade Ordinance 21-35 (May 4, 2021).
>
> (2) The Legislature recognizes that the original expressway system previously operated by the former Miami-Dade County Expressway Authority is owned by the department. The transfer agreement dated December 10, 1996, entered into by the department and the former Miami-Dade County Expressway Authority, transferred only operational and financial control of the expressways owned by the department.
>
> (3) The Legislature recognizes the Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida, and all assets, employees, contracts, rights, and liabilities were purportedly transferred to the Greater Miami Expressway Agency. All assets, employees, contracts, rights, and liabilities previously owned or controlled by the former Miami-Dade County Expressway Authority, including, without limitation, those previously transferred to the Greater Miami Expressway Agency, are transferred back to the reestablished Greater Miami Expressway Agency created in s. 348.0304 on May 11, 2023.
>
> (4) It is the intent of the Legislature to confirm that the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished. The Greater Miami

> Expressway Agency is the state agency that shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94. It is further the express intent of the Legislature that the Greater Miami Expressway Agency created by this law is an agency of the state and not subject to any county's home rule powers.

§ 348.0306, Fla. Stat. (2023).

17. The Florida Legislature did not identify any "expressway system" within the Monroe County portion of GMX's jurisdiction, and the Legislature did not transfer assets or operational control of any roadways lying within the Monroe County portion. Instead, all of the expressways and assets under GMX's control currently lie exclusively in Miami-Dade County. County Road 94, also known as "Loop Road," is located within the Big Cypress National Preserve and is owned by the U.S. government.

18. In response to the 2023 Statute, on October 17, 2023, the Miami-Dade County Commission passed Ordinance No. 23-93 (the "**2023 Ordinance**") purporting to (i) declare the 2023 Statute to be a special or local law applying only to Miami-Dade County, (ii) nullify the 2023 Statute, (iii) abolish GMX, (iv) reestablish MDX, and (v) transfer all assets, facilities, property, liability for any bonds, and any other rights or obligations held by GMX back to MDX.

19. The County characterizes the 2023 Ordinance as an exercise of its constitutional

home rule powers. Such powers provide that the County may dissolve a governmental entity whose "jurisdiction lies wholly within Miami-Dade County," Art. VIII, § 6(e), Fla. Const. (1968), and "nullify any existing local, special, or general law applicable only to Dade County." Art. VIII, § 11(5), Fla. Const. (1968).

V. MDX's Amended Complaint.

20. On November 20, 2023, MDX filed its Amended Complaint in this case. MDX seeks declaratory relief and a permanent injunction barring GMX from taking any action to interfere with MDX's rights to the Miami Expressway System. (DE 99) This new pleading updated the factual allegations and asserted that County's 2023 Ordinance nullified the Legislature's 2023 Statute. MDX still did not include FDOT as an indispensable party, because the Complaint does not include a claim to quiet title or any other claim to property ownership. MDX instead added The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as indenture trustee, and Bank of America (collectively, the "Bank Defendants") as defendants, seeks declaratory relief with respect to the accounts held by these defendants, and adds Miami-Dade County as an intervenor-plaintiff.

21. Pursuant to the 2023 Ordinance, in its Amended Complaint, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the subject expressway system; (ii) a permanent injunction against the GMX

Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants. (DE 99)

VI. Cross Motions for Summary Judgment

22. Plaintiffs in their Joint Motion for Summary Judgment argue that (i) the 2023 Statute is a special law that affects only Miami-Dade County because it would not be feasible for GMX to operate an expressway in the portion of Monroe County included in the 2023 Statute; and (ii) the 2023 Ordinance was a proper exercise of the County's home rule authority and thus supersedes and nullifies the 2023 Statute. Accordingly, on the basis of the 2023 Ordinance, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the System; (ii) a permanent injunction against the GMX Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants.

23. Defendants in their Motion for Summary Judgment argue that: (i) the Legislature has plenary authority to govern the state's highway system and to direct state agencies to administer the highway system; (ii) the 2023 Statute is a general law that is not subject to the County's home rule powers; (iii) the 2023 Ordinance is preempted by the 2023 Statute and, therefore, was passed without

constitutional authority; and (iv) the County lacks authority to direct the State's assets or to abolish and create state agencies. Defendants seek a judgment in their favor on the grounds that the 2023 Statute is valid and enforceable with respect to the jurisdiction and control of the System.

CONCLUSIONS OF LAW

I. The County's Home Rule Authority and Separation of Powers

24. The Florida Constitution provides that counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. Fla. Const. art. VIII, § 1(g). The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. *Id.* The Miami-Dade County Home Rule Charter allows the BCC to "[s]upersede, nullify, or amend any special law applying to this county, or any general law applying only to this county, or any general law where specifically authorized by the Constitution." *Id.* at Section 1.01-A(24).

25. In ruling on the validity of the 2023 Ordinance, the Court must consider its authority under the separation of powers doctrine set forth in the Florida Constitution. "The separation of powers doctrine encompasses two fundamental prohibitions; the first is that no branch may encroach upon the powers of another, and the second is that no branch may delegate to another branch its

constitutionally assigned power." *Fla. Ass'n of Pro. Lobbyists, Inc. v. Div. of Legislative Info. Servs.*, 7 So. 3d 511, 514 (Fla. 2009) (citation omitted). "Under the constitutional doctrine of separation of powers, the judicial branch must not interfere with the discretionary functions of the legislative or executive branches of government absent a violation of constitutional or statutory rights." *Trianon Park Condo. Ass'n, Inc. v. City of Hialeah*, 468 So. 2d 912 (Fla. 1985) (*citing Com. Carrier Corp. v. Indian River Cnty.*, 371 So. 2d 1010 (Fla. 1979); *Askey v. Schuster*, 331 so. 2d 297 (Fla. 1976); art. II, § 3, Fla. Const.)

26. Equally, the judicial branch has the purpose of determining the constitutional propriety of the policies and programs and of adjudicating any conflicts arising from the interpretation or application of the laws. Fla. Stat. § 20.02. The right to declare an act unconstitutional is purely a judicial power. *State ex rel. Atl. Coast Line R. Co. v. State Bd. of Equalizers*, 84 Fla. 592, 94 So. 681 (1922). Ordinarily, the constitutionality of a legislative act should be challenged by filing an action for declaratory judgment in circuit court. *Abdool v. Bondi*, 141 So. 3d 529, 537 (Fla. 2014) (*citing Moreau v. Lewis*, 648 So. 2d 124, 126 (Fla. 1995)).

27. Although this case, which initially involved the parties' dispute over the 2019 Statute and 2021 Ordinance, was already in progress, Plaintiffs did not initiate an action for declaratory judgment as to the constitutionality of the 2023 Statute prior to BCC enacting the 2023 Ordinance seeking to nullify and supersede the 2023 Statute. The 2023 Ordinance purports to determine the constitutional

propriety of the 2023 Statute enacted by the Legislature by (i) declaring that "sections 18 through 28 of Chapter 2023-70 of the Laws of Florida together constitute a special or local law applying only to Miami-Dade County (or a general law applying only in Miami-Dade County)"; (ii) superseding and nullifying sections 18 through 28 of Chapter 2023-70 of the Laws of Florida; (iii) abolishing "the board, offices, and functions of the Greater Miami Expressway Agency created or required to be created by section 15 of Chapter 2019-169 and subsequently reestablished by section 18 of Chapter 2023-70"; and (iv) reinstating "[a]ny portion of Ordinance No. 21-35 that was superseded by sections 18 through 28 of Chapter 2023-70 of the Laws of Florida. "[W]hether a law is a special or general law is a pure legal question subject to de novo review." *Schrader v. Florida Keys Aqueduct Auth.*, 840 So. 2d 1050, 1055 (Fla. 2003). Accordingly, the Court will exercise its judicial function to determine the purely legal question whether the 2023 statute is a special or general law under the Florida Constitution.

II. **Whether the 2023 Statute is a special or general law under Art. VIII, § 11(5) of the Florida Constitution**

28. Under art. VIII, § 11(5), Fla. Const. (1968), the County may "nullify any existing local, special, or general law applicable only to Dade County." The County relied on this provision in its 2023 Ordinance purporting to nullify the 2023 Statute. However, the Florida Constitution provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws

which shall relate to Dade County and any other one or more counties in the state of Florida…" Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added).

29. The Florida Supreme Court has defined special, local, and general laws as follows:

> [A] special law is one relating to, or designed to operate upon, particular persons or things, or one that purports to operate upon classified persons or things when classification is not permissible or the classification adopted is illegal; a local law is one relating to, or designed to operate only in, a specifically indicated part of the state, or one that purports to operate within classified territory when classification is not permissible or the classification adopted is illegal.
>
> A general law operates universally throughout the state, or uniformly upon subjects as they may exist throughout the state, or uniformly within permissible classifications by population of counties or otherwise, or is a law relating to a state function or instrumentality.

Schrader, 840 So. 2d at 1055 (Fla. 2003) (*quoting State ex rel. Landis v. Harris*, 163 So. 237, 240 (1934)).

30. On its face, the 2023 Statute is not a special law because it relates to Miami-Dade County and "one or more counties in the state of Florida," under art. VIII, § 11(5), Fla. Const. (1968). It empowers GMX to operate and maintain an expressway system in Miami-Dade and Monroe counties.

31. Further, the law "[relates] to a state function or instrumentality." *Landis*, 163 So. at 240. As the Court pointed out in *Schrader*, "[s]o long as a law materially

affects the people of this state, it need not have universal application to be a general law." *Id.* At 1055-56. The 2023 Statute was passed as part of comprehensive legislation reasonably relating to the operation and maintenance of the *statewide* transportation system and thus relates to a state function or instrumentality. As the law materially affects the people of the State of Florida, the 2023 Statute is a general law reasonably relating to a statewide purpose and is not subject to nullification under art. VIII, § 11(5). *See Dep't of Legal Affairs v. Sanford-Orlando Kennel Club, Inc.*, 434 So. 2d 879, 881 (Fla. 1983) ("It is well established that a general law does not lose its general law status so long as it . . . relates to a state function or instrumentality."); *see also Fla. Retail Fed'n, Inc. v. City of Coral Gables*, 282 So. 3d 889, 893 (Fla. 3d DCA 2019) ("It is well-established that the Home Rule Amendment must be strictly construed to maintain the supremacy of general laws."), *citing Metro. Dade Cnty. v. Chase Fed. Housing Corp.*, 737 So. 2d 494, 504 (Fla. 1999).

32. The 2023 Statute unambiguously confers jurisdiction and authority to GMX—a state agency—to operate and maintain a significant portion of the State Highway System owned by FDOT and integral to Florida's transportation system. Indeed, the broader Chapter 348, Florida Statutes, generally regulates "Expressway and Bridge Authorities" across the State of Florida, including the Central Florida Expressway Authority, the Tampa-Hillsborough Expressway Authority, and the Greater Miami Expressway Authority. *See Johns River Water Mgmt. Dist. v. Deseret Ranches of Florida, Inc.*, 421 So. 2d 1067, 1068

(Fla. 1982) (explaining that a court should review "the nature and history of [the] enactment... in conjunction with [its statutory] chapter" to determine its special or general character).

33. Pursuant to its authority under the 2023 Statute, GMX operates five expressways in Miami-Dade County that constitute a significant and highly traversed portion of the Florida Highway System owned by FDOT: State Road 112 (the Airport Expressway), State Road 836 (the Dolphin Expressway), State Road 874 (the Don Shula Expressway), State Road 878 (the Snapper Creek Expressway), and State Road 924 (the Gratigny Expressway). The 2023 Statute also confers jurisdiction over parts of Monroe County to GMX should it choose to operate or extend an expressway in that area. See § 348.0304(2), Fla. Stat.

34. Florida courts have routinely held that statutes furthering a statewide purpose are valid general laws, including, specifically, laws relating to "transportation systems that had impacts far exceeding the limited geographic area identified in the laws themselves." *Martin Mem'l Med. Ctr., Inc. v. Tenet Healthsystem Hosps., Inc.*, 875 So. 2d 797, 803 (Fla. 1st DCA 2004); *see also Florida State Tpk. Auth.*, 80 So. 2d at 343 (finding law directing turnpike to be constructed through small part of State would affect traffic statewide and, thus, "such a turnpike may no more logically be said to be local than one aorta may be said to perform a local function independent of the other blood vessels of the human body."); *St. Johns River Water Mgmt. Dist.*, 421 So. 2d at 1069 (finding legislation that applied in a limited geographic region to be a valid general law

because "the statewide water management plan created and implemented by chapter 373 is primarily a state function serving the state's interest in protecting and managing a vital natural resource."); *Schrader*, 840 So. 2d at 1056 ("This Court has upheld as legally valid general laws legislation that facially appeared to affect only a limited geographic area of the state but which had a primary purpose contemplating an important and necessary state function and an actual impact far exceeding the limited geographic area identified by its terms."); *Humana Med. Plan, Inc. v. State, Agency for Health Care Admin.*, 898 So. 2d 1040, 1044 (Fla. 1st DCA 2005). Thus, the court need not resort to interpreting whether reference to the portion of Monroe County renders the statute a general law; by its primary purpose contemplating a necessary state function, it is a general law.

35. Additionally, there is no support under Florida jurisprudence to apply the feasibility analysis proposed by Plaintiffs (see Section III below for further analysis of this issue). Rather, the Court must engage in a textual analysis: "whether a law is a special or general law is a pure legal question subject to de novo review." *Schrader*, 840 So. 2d at 1055 (emphasis added).

36. The Court also rejects Plaintiffs' argument that the 2023 Statute is a special law because GMX's governing board would only consist of members residing in Miami-Dade County. Plaintiffs' reliance on *Homestead Hosp., Inc. v. Miami-Dade Cnty.*, 829 So. 2d 259, 262 (Fla. 3d DCA 2002) is misplaced. In that case, the statutory amendment at issue on its face applied exclusively to Miami-Dade

County and, therefore, was found to be an unconstitutional special law.

37. Accordingly, the Court finds that the 2023 Statute, conferring jurisdiction to GMX over Miami-Dade and Monroe counties, being reasonably related to the broader statewide purpose of managing the Florida State Highway System, by establishing the entity responsible for operating a key portion of that System, including the laws and regulations to which GMX is subject in its performance of its statutory duties, is a general law not subject to the County's home rule powers or the purported effect of the 2023 Ordinance. *See Florida Dep't of Health v. Florigrown, LLC*, 317 So. 3d 1101, 1117 (Fla. 2021) ("Even if the law is limited in direct application, it is still a general law as long as the limitation on its application bears a reasonable relationship to its statewide purpose."); *see also Cantwell v. St. Petersburg Port Auth.*, 21 So. 2d 139, 140 (Fla. 1945) (explaining that a court must, upon "[a]n examination of the act in question," assess whether a law bears a reasonable relationship to its statewide purpose.).

III. The Validity of the 2023 Ordinance

38. As set forth above, Florida Constitution Art. VIII, § 6(e) permits the County to abolish a governmental unit "whose jurisdiction lies wholly within Dade County." Fla. Const. (1968). In adopting the 2023 Ordinance, BCC relied on § 9.04 of the Charter, which contains a supremacy clause referencing the BCC's power to supersede special and general laws as provided in art. VIII, § 6(e) of the Florida Constitution.

39. In the 2023 Ordinance, the BCC concluded that the jurisdiction of the recreated GMX under the 2023 Amendment extended "in truth and in fact exclusively within Miami-Dade County, regardless of the guise in which it may have been framed." The BCC reasoned that there are no expressways within the Big Cypress parcel, the expressway systems referenced in the 2023 Amendment are exclusively within Miami-Dade County, FDOT's design standards (set forth in the Florida Greenbook) make clear that no expressway could ever be constructed within the Big Cypress parcel, and the GMX board membership would be drawn entirely from Miami-Dade County. Therefore, the BCC found that (1) "the 2023 Amendment only operates in Miami-Dade County and relates exclusively to Miami-Dade County, and is therefore a local, special or general law applicable only to Dade County that can be superseded, nullified, or modified by Miami-Dade County," and (2) "the Florida Legislature's attempt to abolish [MDX] again, reestablish [GMX], and transfer all the assets, liabilities, and powers from [MDX] to [GMX] is an infringement upon the local home rule authority granted to the people of Miami-Dade County."

40. The text of the 2023 Statute confers power to GMX to operate in both Miami-Dade and Monroe counties. *See* § 348.0304(2), Fla. Stat. (explaining that GMX "shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by

County Road 94."). Nonetheless, Plaintiffs entreat the Court to engage in a feasibility analysis. They urge the court to ignore the plain language of the statute, conclude that it is not reasonably possible for GMX's jurisdiction to be exercised in Monroe County, and conclude that the 2023 Statute is a local or special law. The Court disagrees with Plaintiffs' reasoning and conclusion.

41. Plaintiffs' argument conflates the question of jurisdiction under art. VIII, § 6(e) with the question whether the 2023 Statute is a special law under art. VIII, § 11(5). Such questions are two separate inquiries pursuant to two separate constitutional provisions. *Compare* art. VIII, § 6(e), Fla. Const. (1968) (allowing the County to dissolve a governmental unit "whose jurisdiction is wholly within" Miami-Dade County), with art. VIII, § 11(5), Fla. Const. (1968) (allowing the County to nullify any local, special, or general law applicable only to Miami-Dade County); *see Chase v. Cowart*, 102 So. 2d 147 (Fla. 1958) (differentiating the analyses under art. VIII, §§ 6(e) and 11(5), Fla. Const. (1968), by explaining that the Florida Constitution "clearly authorizes the abolition of any board whose jurisdiction lies wholly within Dade County, whether created by the Constitution or legislative act. We understand this to mean that it makes no difference whether the board be created by a special or a general act, based on population or otherwise.").

42. Significantly, Plaintiffs have provided no authority—and the Court knows of none—indicating that the extent of an agency's lawfully conferred jurisdiction can be abridged or disregarded if a court concludes it is not feasible or

reasonably possible for the agency to exercise that jurisdiction in the future. Instead, the Florida Supreme Court has made clear that, when a statute is unambiguous, a court must "presume that a legislature says in a statute what it means and means in a statute what it says there." *Page v. Deutsche Bank Trust Co. Americas*, 308 So. 3d 953, 958 (Fla. 2020). Here, the Florida Constitution unequivocally limits the County's powers under art. VIII, § 6(e), to only those governmental units "whose jurisdiction lies wholly within Dade County," and the 2023 Statute unequivocally confers jurisdiction to GMX in both Miami-Dade and a certain portion of Monroe County.

43. This presumption makes sense. To rule otherwise, to open this legislation up to inspection of the reasons behind enactment of a facially-valid general law, would result in a violation of the separation of powers by treading on the legislative function.

44. Considering the Court's ruling herein that the 2023 Statute constitutes a general law applying to both Miami-Dade and Monroe Counties, the Court must also find the 2023 Ordinance in conflict with such general law insofar as it purports to supersede or nullify the 2023 Statute. The GMX Defendants have not filed a Counterclaim requesting that the court enter a declaration in their favor. But they did plead affirmative defenses, including their second and fifth affirmative defenses, that Plaintiffs' claims are barred by the enactment of 2023-70, Laws of Florida and that Plaintiff has failed to state a claim for declaratory judgment. Accordingly, the Court grants Summary Judgment because Plaintiffs fail to

state a valid claim for declaratory judgment and are therefore not entitled to injunctive or other relief.[3] Further, Defendants have established that 2023-70, Laws of Florida bars the enactment of the BCC Ordinance.

Therefore, it is hereby ORDERED and ADJUDGED as follows:

A. The following orders are vacated: Order Denying Motion to Dismiss (DE 42), Order Granting Plaintiff's Amended Motion for Summary Judgment (DE 78), Final Judgment (DE 81).

B. Defendants' motion [D.E. 144] is **GRANTED.** Accordingly, summary judgment is GRANTED in favor of the GMX Defendants as to all counts of Plaintiffs' Amended Complaint [D.E. 99]: Count I (seeking declaratory judgment that MDX has jurisdiction over the System pursuant to the 2023 ordinance); Count II (seeking permanent injunction against the GMX Defendants with respect to the exercise of jurisdiction and control over the System by MDX); and Count III (seeking declaratory judgment against the Bank Defendants requiring them to recognize MDX as the sole rightful and lawful owner of certain accounts and assets pertain to the System).

B. Plaintiffs' motion [D.E. 182] is **DENIED**; and

C. **Final judgment is rendered in favor of the GMX Defendants and against Plaintiffs. Plaintiffs shall take nothing by this action and go hence without day.**

D. The Agreed Order Granting the Motion of The Bank of New York Mellon Trust Company, *N.A., as Indenture Trustee, to Preserve the Status Quo Pending Final Order or Judgment* (Filing No. 190512024) dated January 25, 2024, is incorporated herein by reference and remains in full force and effect pursuant to its terms.

E. The Court reserves jurisdiction to enforce this order, to address costs and fees if appropriate, and to address any further relief on the interpleader claims.

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[1] The court in *Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.* found no distinction between "state agency" and "agency of the state." 1990-136, Laws of Florida, § 23, states: "Agency of the state" means and includes the state and any department of, or corporation, agency, or instrumentality heretofore or hereafter created, designated, or established by, the state."

[2] The Court notes that MDX filed its Amended Complaint without leave and based on a subsequently enacted County ordinance. Though only mentioned briefly by the Defendant GMX (DE 107, at p. 1, n. 1), no party has requested a ruling on this procedural irregularity. The prior judgment and orders should have been vacated first, and then MDX should have sought leave to amend. Perhaps such a motion would have been granted, and this issue would have accrued eventually. Perhaps the inevitability of a merits decision and the need for swift determination of an issue affecting the state, the county, and its residents led the parties to mutually seek a

merits decision on the cross motions.

[3] The elements of an injunction are: "(1) the substantial likelihood of success on the merits, (2) the likelihood of irreparable harm, (3) the unavailability of an adequate remedy at law, (4) the threatened injury outweighs the possible harm, and (5) the issuance of the temporary injunction will not disserve the public interest." *VME Group Intl., LLC v. Grand Condo. Assn., Inc.*, 305 So. 3d 30, 31 (Fla. 3d DCA 2019). If the movant fails to satisfy any of these elements, the request for injunctive relief must be denied. *Id.* Here, while MDX may satisfy the elements of irreparable harm to it and the unavailability of a remedy at law, it fails to establish any likelihood of success on the merits. Granting an injunction disserves the public interest because it would allow the County to tread on the legislative and judicial functions, and would interfere with the state interest in consistent statewide control over the main arteries of the state's public transport system. This point may be debatable. But because MDX fails to establish the likelihood of success on the merits, the count for injunctive relief fails.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 25th day of September, 2024.

2021-02[illegible]:20 PM

2021-024025-CA-01 09-25-2024 2:20 PM
Hon. Lisa Walsh

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: **12** (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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Physically Served:

EXHIBIT "B"

Miami-Dade County Notice of Voluntary Dismissal

Filing # 217348612 E-Filed 02/21/2025 04:58:43 PM

IN THE DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

CASE NO. 3D2024-1918

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY and MIAMI-DADE COUNTY,

Appellant,

v.

GREATER MIAMI EXPRESSWAY AGENCY, MARILI CANCIO, RICHARD BLANCO, STACY MILLER, RODOLFO PAGES, FATIMA PEREZ, BANK OF NEW YORK, and BANK OF AMERICA,

Appellees,

_____/

NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS GIVEN that Appellant Miami-Dade County hereby voluntarily dismisses itself from the above-styled action pursuant to Florida Rules of Appellate Procedure 9.350(b).

Respectfully submitted this 21st day of February, 2025,

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Counsel for Miami-Dade County, Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of February, 2025, pursuant to Fla. R. Jud. Adm. 2.516(b), a true and correct copy of the foregoing has been electronically filed with the Clerk of Court and all counsel and parties of record through the Florida Courts E-Filing Portal.

/s/ Michael B. Valdes
Counsel for Miami-Dade County

EXHIBIT "C"

MDX Notice of Dismissal of Appeal

Filing # 218607330 E-Filed 03/12/2025 10:22:56 AM

IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY,

Appellant,

CASE NO.: 3D2024-1918
LT CASE NO.: 21-24025

v.

GREATER MIAMI EXPRESSWAY AGENCY, ET AL.,

Appellees.

APPELLANT MDX'S NOTICE OF DISMISSAL OF APPEAL

Appellant Miami-Dade County Expressway Authority, pursuant to Florida Rule of Appellate Procedure 9.350(b), hereby voluntarily dismisses its appeal and asks the Court to recognize the voluntary dismissal.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

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Counsel for Miami-Dade Expressway Authority

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March, 2025, undersigned counsel has electronically filed the foregoing document with the Clerk of the Court and parties listed below using the Florida Courts E-Filing Portal:

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s/ *Melanie R. Leitman*
Melanie R. Leitman (91523)

EXHIBIT "D"

Court Recognition of Dismissal

IN THE DISTRICT COURT OF

APPEAL

OF FLORIDA

THIRD DISTRICT

March 12, 2025

Miami-Dade County Expressway Authority,

Appellant(s),

v.

Greater Miami Expressway Agency, et al.,

Appellee(s).

3D2024-1918

Trial Court Case No. 21-24025-CA-01

IT IS HEREBY ORDERED that Appellant's Notice of Voluntary Dismissal is recognized by the Court, and this appeal from the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida is hereby dismissed.

A True Copy
ATTEST

3D2024-1818 3/12/25 ~~Prieto~~
Mercedes M. Prieto, Clerk
District Court of Appeal
Third District

CC: Glenn Thomas Burhans, Jr.
Miami-Dade Clerk
Raymond Lee Cordova
Kirk Dennison DeLeon
Jason Brent Gonzalez
Miguel Gonzalez
Paul Courtney Huck, Jr.
Charles Alan Lawson
Melanie Rose Leitman
Caroline May Poor
Jessica Leighann Slatten
Eugene E Stearns
Michael Beny Valdes
Hon. Lisa S. Walsh

GD

COMPOSITE EXHIBIT "E"

Legal Descriptions

Project No.: 87410
Parcel No.: 101

Folio No.: N/A

LEGAL DESCRIPTION

That portion of land within Lot 1-A in Block 1 of REPLAT OF LOT 1, BLOCK 1, TAMIAMI COMMERCENTER, according to the plat thereof lying in the NW¼ of Section 14, Township 55 South, Range 39 East, as recorded in Plat Book 138 at Page 22 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the Southwest corner of said Lot 1-A; thence run N03°53'20"W, along the west line of said lot 1-A, for a distance of 4.00 feet to the point of intersection with a line 4.00 feet northerly of and parallel to the south line of said lot 1-A; thence run N87°31'24"E, along the last intersected line, for a distance of 150.10 feet to the point of intersection with the east line of said lot 1-A; thence run S02°28'36"E, along said east line, for a distance of 4.00 feet to the point of intersection with the south line of said lot 1-A; thence run S87°31'24"W, along said south line for a distance of 150.00 feet to the Point of Beginning.

Containing an area of 600 square feet, more or less.

Project No.: 87410
Parcel No.: 102

Folio No.: N/A

LEGAL DESCRIPTION

That portion of land within Lot 2 in Block 1 of TAMIAMI COMMERCENTER, according to the plat thereof lying in the NW¼ of Section 14, Township 55 South, Range 39 East, as recorded in Plat Book 126 at Page 86, also known as TAMIAMI COMMERCENTER CONDOMINIUM 1 as per declaration thereof as recorded in O.R. Book 12970, Page 1468, both documents of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Beginning at the Southwest corner of said Lot 2; thence run N02°28'36"W, along the west line of said lot 2, for a distance of 4.00 feet to the point of intersection with a line 4.00 feet northerly of and parallel TO the south line of said lot 2; thence run N87°31'24"E, along the last intersected line, for a distance of 495.98 feet to the point of intersection with the east line of said lot 2; thence run S02°28'36"E, along said east line, for a distance of 4.00 feet to the point of intersection with the south line of said lot 2; thence run S87°31'24"W, along said south line for a distance of 495.98 feet to the Point of Beginning.

Containing an area of 1,984 square feet, more or less.

Project No.: 87410
Parcel No.: 103

Folio No.: N/A

LEGAL DESCRIPTION

That portion of land within the west 265.36 feet of Lot 3 in Block 1 of TAMIAMI COMMERCENTER, according to the plat thereof lying in the NW ¼ of Section 14, Township 55 South, Range 39 East, as recorded in Plat Book 126 at Page 86 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Beginning at the Southwest corner of the west 265.36 feet of said Lot 3; thence run N02°28'36"W, along the west line of the west 265.36 feet of said Lot 3, for a distance of 4.00 feet to the point of intersection with a line 4.00 feet northerly of and parallel with the south line of the west 265.36 feet of said Lot 3; thence run N87°31'24"E, along the last intersected line, for a distance of 265.36 feet to the point of intersection with the east line of the west 265.36 feet of said Lot 3; thence run S02°28' 36"E, along said east line, for a distance of 4.00 feet to the point of intersection with the south line of the west 265.36 feet of said Lot 3; thence run S87°31'24"W, along said south line for a distance of 265.36 feet to the Point of Beginning.

Containing an area of 1,061 square feet, more or less.

Project No.: 87410
Parcel No.: 104

Folio No.: N/A

LEGAL DESCRIPTION

That portion of land within the east 132.68 feet of the west 398.04 feet of Lot 3 in Block 1 of TAMIAMI COMMERCENTER, according to the plat thereof lying in the NW¼ of Section 14, Township 55 South, Range 39 East, as recorded in Plat Book 126 at Page 86, also known as PINELAND PRESERVE CENTER CONDOMINIUM as per declaration thereof as recorded in O.R. Book 19132, Page 3139, both documents of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Beginning at the Southwest corner of the east 132.68 feet of the west 398.04 feet of Lot 3 in Block 1; thence run N02°28'36"W, along the west line of the east 132.68 feet of the west 398.04 feet of Lot 3 in Block 1, for a distance of 4.00 feet to the point of intersection with a line 4.00 feet northerly of and parallel to the south line of the east 132.68 feet of the west 398.04 feet of Lot 3 in Block 1; thence run N87°31'24"E, along the last intersected line, for a distance of 132.68 feet to the point of intersection with the east line of the east 132.68 feet of the west 398.04 feet of Lot 3 in Block 1; thence run S02°28'36"E, along said east line, for a distance of 4.00 feet to the point of intersection with the south line of the east 132.68 feet of the west 398.04 feet of Lot 3 in Block 1; thence run S87°31'24"W, along the last described south line, for a distance of 132.68 feet to the Point of Beginning.

Containing an area of 531 square feet, more or less.

Project No.: 87410
Parcel No.: 105

Folio No.: N/A

LEGAL DESCRIPTION

That portion of the south 4.00 feet of Lot 3 less the west 530.72 feet, together with, the south 4.00 feet of the east 132.68 feet of the west 530.72 feet of said lot 3, all in Block 1 of TAMIAMI COMMERCENTER, according to the plat thereof lying in the NW¼ of Section 14, Township 55 South, Range 39 East, as recorded in Plat Book 126 at Page 86, also known as KELLY COMMERCIAL CENTER CONDOMINIUM as per declaration thereof as recorded in O.R. Book 21437, Page 4352, both of the Public Records of Miami-Dade County, Florida.

Beginning at the Southeast corner of said Lot 3; thence run S87°31'24"W, along the south line of said Lot 3, coincident with the northerly Right of Way Line of SW 128 STREET, for a distance of 265.37 feet to the point of intersection with the west line of the east 132.68 feet of the west 530.72 feet of said lot 3; thence run N02°28'36"W, along the above described line, for a distance of 4.00 feet to the point of intersection with a line lying 4.00 feet northerly of and parallel with the south line of said lot 3, coincident with the northerly Right of Way Line of SW 128 STREET; thence run N87°31'24"E, along the last intersected parallel line, for a distance of 265.29 feet to the point of intersection with the east line of said lot 3; thence run S03°34'08"E, along said east line, for a distance of 4.00 feet to the Southeast corner of said Lot 3 and the Point of Beginning.

Containing an area of 1,061 square feet, more or less.

Project No.: 87410
Parcel No.: 106A

Folio No.: 30-5913-000-0039 (Cancelled)

LEGAL DESCRIPTION

That parcel of land being a part of a 260 foot wide Florida Power and Light Property, lying between the West line of the NW ¼ of said Section 13, coincident with the existing easterly right of way line of SW 127 Avenue, and its southerly extension, and the West line of Block 1, and its southerly extension, of NAUTILUS INDUSTRIAL PARK, according to the plat thereof lying in the NW ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 118 at Page 11 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the South line of the NW ¼ of said Section 13, with the southerly extension of the West line of said Block 1, coincident with the East line of said FPL Property; thence run S86°50'40"W, along the South line of the NW ¼ of said Section 13, for a distance of 260.25 feet to the point of intersection with the West line of the NW ¼ of said Section 13; thence run N04°01'33"W, along the West line of said Section 13, for a distance of 722.71 feet; thence run N87°03'43"E, along the South line of the of the N ½ of the SW ¼ of the NW ¼ of said 13, Township 55 South, Range 39 East for a distance of 40.01 feet to the point of intersection with the Easterly Zoned Right of Way Line of SW 127 Avenue; thence run S04°01'33"E, along the Easterly Zoned Right of Way Line of SW 127 Avenue, for a distance of 649.83 feet; thence run N85°58'27"E for a distance of 4.65 feet to a point of cusp of a circular curve concave to the northeast; thence run southeasterly and northeasterly, along said circular curve having a radius of 27.00 feet with a central angle of 83°10'44" subtending a 35.85 foot chord which bears S51°33'38"E, for an arc distance of 39.20 feet to the point of tangency with a Proposed Right of Way Line in this parcel; thence run N86°51'00"E, along said Proposed Right of Way Line in this parcel, for a distance of 189.15 feet to the point of intersection with the East line of said FPL Property and West line of said Block 1 of NAUTILUS INDUSTRIAL PARK; thence run S04°01'33"E, along the last described line, for a distance of 13.98 feet to the point of intersection with the Northerly Zoned Right of Way Line of SW 128 STREET; thence continue run S04°01'33"E, along the southerly extension of the East line of said FPL Property and West line of said Block 1 of Nautilus Industrial Park, for a distance of 35.00 feet to the POINT OF BEGINNING.

Containing an area of 39,952 square feet, more or less.

Project No.: 87410
Parcel No.: 106B

Folio No.: 30-5913-000-0039 (Cancelled)

LEGAL DESCRIPTION

That parcel of land being a part of a 260 feet wide Florida Power and Light Property, lying southerly of the southerly right of way line of SW 128 Street, between the easterly right of way line of SW 127 Avenue and the west line of Lot 1 in Block 1 of CORTLAND INDUSTRIAL PARK, according to the plat thereof lying in the SW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 113 at Page 52 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the point of intersection of the southerly right of way line of SW 128 Street with the west line of said Lot 1 in Block 1, coincident with the east line of said FPL Property; thence run S02°05'03"E, along the last described line, for a distance of 10.03 feet; thence run S86°51'00"W for a distance of 178.74 feet to the point of curvature of a circular curve concave to the southeast; thence run southwesterly, along said circular curve having a radius of 38.00 feet with a central angle of 80°52'25" subtending a 49.29 foot chord which bears S46°24'47"W, for an arc distance of 53.64 feet to the point of tangency; thence run S07°16'15"W for a distance of 26.92 feet to the point of intersection with the easterly zoned right of way line of SW 127 Avenue; thence run S2°05'03"E, along the easterly zoned right of way line of SW 127 Avenue, for a distance of 612.99 feet to the point of curvature of a circular curve concave to the northeast; thence run southeasterly and northeasterly, along said circular curve having a radius of 25.00 feet with a central angle of 90°52'17" subtending a 35.62 foot chord which bears S47°31'11"E, for an arc distance of 39.65 feet to the point of tangency and point of cusp; thence run S87°03'45"W for a distance of 65.37 feet the point of intersection with the west line of the SW¼ of said section 13; thence run N02°05'03"W, along the west line of the SW¼ of said section 13, for a distance of 706.68 feet to the point of intersection with the westerly extension of the southerly right of way line of SW 128 Street; thence run N86°50'40"E, along the southerly right of way line of SW 128 Street, for a distance of 260.05 feet to the point of intersection with the east line of said FPL Property, coincident with the west line of said Lot 1 in Block 1, and the Point of Beginning.

Containing an area of 31,094 square feet, more or less.

Project No.: 87410
Parcel No.: 107

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land adjoining the south line of Lot 7 in Block 1 of NAUTILUS INDUSTRIAL PARK, according to the plat thereof lying in the NW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 118 at Page 11 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Beginning at the southwest corner of said Lot 7 in Block 1; thence run N04°01'33"W, along the west line of said Lot 7, for a distance of 13.98 feet; thence run N86°51'00"E for a distance of 146.62 feet; thence run S81°49'36"E for a distance of 39.31 feet to the point of intersection with the east line of said Lot 7 in Block 1; thence run S04°01'38"E, along the last described line, for a distance of 6.24 feet to the point of intersection with the south line of said Lot 7 in Block 1 coincident with the northerly right of way line of SW 128 STREET; thence run S86°50'40"W, along the last described line, for a distance of 185.05 feet to the Point of Beginning.

Containing an area of 2,436 square feet, more or less.

Project No.: 87410
Parcel No.: 108

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land extending within Lots 1 and 2 in Block 1 of CORTLAND INDUSTRIAL PARK, according to the plat thereof lying in the SW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 113 at Page 52 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the northwest corner of said Lot 1 in Block 1; thence run N86°50'40"E, along the north line of said Lots 1 and 2 in Block 1, coincident with the southerly right of way line of SW 128 STREET, for a distance of 302.59 feet to the point of intersection with the east line of said Lot 2 in Block1; thence run S02°16'38"E, along the east line of said Lot 2, for a distance of 5.45 feet; thence run S84°47'59"W, across part of said lot 2, for a distance of 128.74 feet; thence run S86°51'00"W, across part of lot 2 and all of Lot 1 in said Block1, for a distance of 174.03 feet, to the point of intersection with the west line of said Lot 1 in Block 1; thence run N04°05'03"W, along the west line of said Lot 1, for a distance of 10.03 feet to the Point of Beginning.

Containing an area of 2,742 square feet, more or less.

Project No.: 87410
Parcel No.: 109

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land extending northerly of the south line of Lot 8 in Block 1 of NAUTILUS INDUSTRIAL PARK, according to the plat thereof lying in the NW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 118 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the southwest corner of said Lot 8 in Block 1; thence run N04°01'38"W, along the west line of said Lot 8, for a distance of 6.24 feet; thence run S81°49'36"E for a distance of 11.62 feet; thence run N86°51'00"E for a distance of 161.84 feet to the point of intersection with the east line of said Lot 8 in Block 1 being a point of cusp on a circular curve concave to the northwest, coincident with the west right of way line of SW 125 AVENUE; thence run southwesterly and westerly, along said circular curve having a radius of 25.00 feet with a central angle of 32°36'12" subtending a 14.03 foot chord which bears S70°32'34"W, for an arc distance of 14.23 feet to the point of tangency on the south line of said Lot 8 in Block 1, coincident with the northerly right of way line of SW 128 STREET; thence run S86°50'40"W, along the last described line, for a distance of 159.66 feet to the Point of Beginning.

Containing an area of 680 square feet, more or less.

_____

Arturo R. Toirac 06/13/2014
P.S.M. # 3102 State of Florida

Prepared: AT/02/17/2014
Revisions: 6/13/14

Project No.: 87410
Parcel No.: 111

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land extending southerly of the north line of Lot 3 in Block 1 of CORTLAND INDUSTRIAL PARK, according to the plat thereof lying in the SW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 113 at Page 52 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the northwest corner of said Lot 3 in Block 1; thence run N86°50'40"E, along the north line of said Lot 3 in Block 1, coincident with the southerly right of way line of SW 128 STREET, for a distance of 152.54 feet to the point of intersection with the east line of said Lot 3; thence run S84°47'59"W, across said Lot 3, for a distance of 152.72 feet to the point of intersection with the west line of said Lot 3 in Block 1; thence run N02°16'38"W, along the west line of said Lot 3, for a distance of 5.45 feet to the Point of Beginning.

Containing an area of 416 square feet, more or less.

Project No.: 87410
Parcel No.: 112

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land extending northerly of the south line of Lots 1 and 2 in Block 1 of NAUTILUS INDUSTRIAL PARK, according to the plat thereof lying in the NW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 118 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the southeast corner of said Lot 1 in Block 1; thence run S86°50'40"W, along the south line of said Lots 1 and 2 in Block 1, coincident with the northerly right of way line of SW 128 STREET, for a distance of 349.29 feet to the point of curvature of a circular curve concave to the northeast, coincident with the radius return to the easterly right of way line of SW 125 AVENUE and west line of said Lot 2; thence run northwesterly and northerly, along the last described curve, having a radius of 25.00 feet with a central angle of 32°51'48" subtending a 14.14 foot chord which bears N76°43'26"W, for an arc distance of 14.34 feet to a point on that curve; thence run N86°50'57"E, across said Lots 2 and 1, for a distance of 362.83 feet to the point of intersection with the east line of said Lot 1; thence run S03°30'57"E, along the east line of said Lot 1, for a distance of 3.97 feet to the Point of Beginning.

Containing an area of 1,429 square feet, more or less.

Project No.: 87410
Parcel No.: 114

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land being a portion of the South ½ of the South ½ of the NW ¼ of Section 13, Township 55 South, Range 39 East, bounded to the west by the east line of Block 1, and its southerly extension, of NAUTILUS INDUSTRIAL PARK, according to the plat thereof as recorded in Plat Book 118 at Page 11 and bounded to the east by the west line of Tract A, and its southerly extension, of CORTLAND COMMERCIAL CENTER, according to the plat thereof as recorded in Plat Book 163 at Page 70, both plats of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Commence at the Southwest corner of the NW ¼ of said Section 13; thence run N86°50'40"E, along the south line of said Section 13 and centerline of SW 128 STREET, for a distance of 1073.95 feet (C) 1073.53 (O.R.B.) to the point of intersection with a line being 104.28 feet easterly of and parallel with the West Line of the East½ of the SE¼ of the SW¼ of the NW¼ of said Section 13, coincident with the southerly extension of the east line of Block 1 of said Plat Book 118 at Page 11, and The Point of Beginning of the hereinafter described parcel of land; thence run N03°30'57"W, along said line being 104.28 feet easterly of and parallel with the West Line of the East½ of the SE¼ of the SW¼ of the NW¼ of said Section 13, coincident with the east line of said Block 1 extended, for a distance of 38.97 feet; thence run N86°50'57"E for a distance of 865.57 feet to the point of intersection with the East line of the SW¼ of the SE¼ of the NW¼ of said Section 13, coincident with the west line of Tract A in said Plat Book 163 at Page 70; thence run S02°59'48"E, along the East line of the SW¼ of the SE¼ of the NW¼ of said Section 13, coincident with the west line of said Tract A and its southerly extension, for a distance of 38.90 feet to the point of intersection with the south line of the NW ¼ of said Section 13; thence run S86°50'40"W, along the south line of the NW ¼ of said Section 13 and center line of SW 128 STREET by occupation, for a distance of 865.22 feet (C) 864.98 (O.R.B.) to the Point of Beginning.

Containing an area of 33,695 square feet, more or less.

Project No.: 87410
Parcel No.: 115

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land extending northerly of the south line of Tract A of CORTLAND COMMERCIAL CENTER, according to the plat thereof lying in the NW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 163 at Page 70 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the southwest corner of said Tract A; thence run N02°59'48"W, along the west line of said Tract A, for a distance of 3.90 feet; thence run N86°50'57"E for a distance of 116.38 feet; thence run N84°02'50"E for a distance of 295.42 feet to the point of curvature of a circular curve concave to the northwest; thence run northeasterly along said circular curve having a radius of 5,110.00 feet with a central angle of 0°19'15" subtending a 28.62 chord which bears N84°35'10"E for an arc distance of 28.62 feet to the point of intersection with the east line of said Tract A; thence run S02°59'47"E, along the east line of said Tract A, for a distance of 19.44 feet to the point of intersection with the south line of said Tract A; thence run S86°50'40"W, along the south line of said Tract A, coincident with the northerly right of way line of SW 128 STREET, for a distance of 440.01 feet to the Point of Beginning.

Containing an area of 4,267 square feet, more or less.

Project No.: 87410
Parcel No.: 116

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land extending northerly of the south line of Tract D of CORTLAND COMMERCIAL CENTER, according to the plat thereof lying in the NW¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 163 at Page 70 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the southwest corner of said Tract D; thence run N02°59'47"W, along the west line of said Tract D, for a distance of 19.44 feet to a point on a circular curve concave to the northwest; thence run northeasterly, across said Tract D and along said circular curve having a radius of 5110.00 feet with a central angle of 01°29'30" subtending a 133.04 foot chord which bears N83°40'47"E, for an arc distance of 133.04 feet to a point of compound curvature of a circular curve concave to the northwest; thence run northeasterly and northwesterly, along said circular curve, having a radius of 42.00 feet with a central angle of 85°34'58" subtending a 57.06 foot chord which bears N40°08'33"E, for an arc distance of 62.74 feet to the point of tangency with the east line of said Tract D, coincident with the westerly right of way line of SW 122 AVENUE; thence run S02°38'56"E, along the last intersected line, for a distance of 43.53 feet to the point of curvature of a circular curve concave to the northwest coincident with the westerly right of way line of SW 122 AVENUE; thence run southwesterly, along said circular curve having a radius of 25.00 feet with a central angle of 89°29'36" subtending a 35.20 foot chord which bears S42°05'52"W, for an arc distance of 39.05 feet to the point of tangency on the south line of said Tract D; thence run S86°50'40"W, along the south line of said Tract D, coincident with the northerly right of way line of SW 128 STREET, for a distance of 146.64 feet to the Point of Beginning.

Containing an area of 4,302 square feet, more or less.

Project No.: 87410
Parcel No.: 121

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land being a part of a 260 foot wide Florida Power and Light Easement, lying between the West line of the NW ¼ of said Section 13, coincident with the Existing Easterly Right of Way Line of SW 127th AVENUE, and the East line of the West 40 feet of the N½, of the SW¼ of the NW¼ of said Section 13, coincident with the easterly Zoned Right of Way Line for SW 127 AVENUE, lying in the NW¼ of Section 13, Township 55 South, Range 39 East, Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the South line of the N½, of the SW¼ of the NW¼ of said Section 13, Township 55 South, Range 39 East, with the West line of the NW ¼ of said Section 13, coincident with the Existing Easterly Right of Way Line of SW 127th AVENUE; thence run N04°01'33"W, along last described line, for a distance of 722.71 feet, to the point of intersection with the North line of the herein described parcel of land coincident with the center line of SW 124th STREET; thence run N87°16'37"E, along the last described North line of the herein described parcel of land, for a distance of 40.01 feet, to the point of intersection with the East line of the West 40 feet of the of the N½, of the SW¼ of the NW¼ of said Section 13, coincident with the easterly Zoned Right of Way Line for SW 127 AVENUE; thence run S04°01'33"E, along said East line of the West 40 feet of the of the N½, of the SW¼ of the NW¼ of said Section 13 and Zoned Right of Way Line, for a distance of 722.56 feet to the point of intersection with the above mentioned South line of the N½ of the SW¼ of the NW¼ of said Section 13, Township 55 South, Range 39 East; thence run S87°03'43"W, along the last described fractional line, for a distance of 40.01 feet to the point of intersection with the West line of the SW ¼ of the NW ¼ of said Section 13, coincident with said Existing Easterly Right of Way Line of SW 127th AVENUE, and the POINT OF BEGINNING.

Containing an area of 28,905 square feet, more or less.

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[x] Consent [ ] Regular [ ] Public Hearing

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the resolution accepting title from the Florida Legislature to certain parcels of real property located in Miami-Dade County and previously acquired by the dissolved Miami-Dade County Expressway Authority (MDX) for Project 87410; and authorization to record the resolution in the public records of Miami-Dade County.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) owns the ***original*** expressway system operated by GMX's predecessor agency, MDX. The Transfer Agreement dated December 10, 1996, only transferred operational and financial control of the expressways owned by FDOT to MDX.

Following the Transfer Agreement and facilitating Project 87410, MDX acquired ***additional*** parcels for the State Road 874 ramp connection to SW 128th Street from east of SW 122nd Avenue to west of the Florida Turnpike. Since these parcels were not part of the original expressway system, MDX took title to these parcels in its own name, not FDOT's.

Effective May 11, 2023, and pursuant to Florida Statutes § 348.03031(3), the Florida Legislature transferred all assets previously owned or controlled by the former MDX to the reestablished GMX. These assets included, without limitation, the additional parcels that MDX acquired in its own name.

By operation of the statute, the title to the additional parcels automatically transferred from MDX to GMX. Unfortunately, GMX's title to these properties was clouded by the lawsuit filed by MDX and Miami-Dade County against GMX in Miami-Dade Circuit Court Case No. 2021-024025-CA-01. Uncertain of the lawsuit's outcome, title companies hesitated to issue title insurance for the additional parcels.

The lawsuit recently ended in favor of GMX. The trial court granted summary final judgment in favor of GMX. Miami-Dade County and MDX appealed the trial court's decision, but later

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

dismissed the appeal, which ended the litigation. Miami-Dade County and MDX no longer challenge GMX's right to exist or GMX's title to the additional properties.

This successful conclusion of the lawsuit now allows GMX to formally accept title to the additional parcels in a manner that will satisfy the concerns of the title companies.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements do not apply to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

This resolution will formalize, document and record GMX's acceptance of title to certain real property and easements transferred to it under Chapter 348 of the Florida Statutes.

FISCAL IMPACT:

GMX will incur minimal costs to record the resolution in the public records of Miami-Dade County.

EXHIBITS ATTACHED:

Exhibit 1 – Proposed Resolution No. 25-04

Exhibit 1-A – Summary Final Judgment in favor of GMX

Exhibit 1-B – Miami-Dade County Notice of Voluntary Dismissal

Exhibit 1-C – MDX Notice of Dismissal of Appeal

Exhibit 1-D – Third District Court of Appeal Recognition of Dismissal

Exhibit 1-E – Legal Descriptions with Parcel Numbers

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

Authorized by: _____ Date: 6/2/25

Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-04

RESOLUTION ACCEPTING TITLE FROM THE FLORIDA LEGISLATURE TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN MIAMI-DADE COUNTY, FLORIDA, AND PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 87410

WHEREAS, Florida Statutes § 348.0304 created and established a body politic and corporate, an agency of the state, known as the Greater Miami Expressway Agency ("GMX");

WHEREAS, Florida Statutes § 348.03031 transferred all assets, employees, contracts, rights, and liabilities previously owned or controlled by the dissolved Miami-Dade County Expressway Authority ("MDX") to GMX;

WHEREAS, the assets of MDX included, without limitation, certain parcels of real property for the State Road 874 ramp connection to SW 128th Street from east of SW 122nd Avenue to west of the Florida Turnpike, which MDX originally purchased, condemned, or otherwise acquired for Project 87410;

WHEREAS, MDX and Miami-Dade County filed Case No. 2021-024025-CA-01 (the "Litigation") against GMX in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Trial Court");

WHEREAS, as reflected in Exhibit "A," on September 25, 2024, the Trial Court entered Summary Final Judgment in favor of GMX and against MDX and Miami-Dade County;

WHEREAS, MDX and Miami-Dade County appealed the Trial Court's Summary Final Judgment in Case No. 3D2024-1918 (the "Appeal") to the Third District Court of Appeal (the "Appellate Court");

WHEREAS, as reflected in Exhibit "B," on or about February 21, 2025, Miami-Dade County voluntarily dismissed itself as a party to the Appeal;

WHEREAS, as reflected in Exhibit "C," on or about March 12, 2025, MDX voluntarily dismissed the Appeal;

WHEREAS, as reflected in Exhibit "D," the Appellate Court recognized the dismissal of the Appeal, which ended the Litigation;

WHEREAS, GMX now desires to formalize, document, and record its acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by GMX's Governing Board (the "Board") that, in consideration of the foregoing, the Board directs and adopts the following:

Section 1. GMX hereby accepts title to and confirms its ownership of those certain parcels of real property more particularly described on Composite Exhibit "E" attached hereto.

Section 2. The Board authorizes GMX to record this Resolution in the public records for Miami-Dade County, Florida, and Monroe County, Florida, to formally document its ownership of certain parcels of real property listed on Composite Exhibit "E" hereto.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Chair Mariana Cancio	-
Vice Chair Fatima Perez	-
Treasurer Rodolfo L. Pages	-
Member Richard Blanco Jr.	-
Member Daniel Iglesias, P.E.	-
Member Edward Pidermann	-
Member Stanley Rigaud	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

Greater Miami Expressway Agency
(GMX)

By:_____
Maria Luisa Navia Lobo
GMX Board Secretary

EXHIBIT "A"

Summary Final Judgment

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-024025-CA-01
SECTION: CA44
JUDGE: Lisa Walsh

Miami-Dade County Expressway Authority

Plaintiff(s)

vs.

Greater Miami Expressway Agency et al

Defendant(s)

_____/

ORDER VACATING PRIOR ORDERS PURSUANT TO MANDATE, GRANTING DEFENDANTS' MOTION FOR SUMARY JUDGMENT, DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND ENTERING FINAL JUDGMENT FOR DEFENDANTS (D.E. 144 AND D.E. 182)

This cause comes before the Court on the Motion for Summary Judgment filed by Defendants Greater Miami Expressway Agency ("GMX"), Marili Cancio, Richard Blanco, Stacy Miller, Rodolfo Pages, and Fatima Perez (collectively, the "GMX Defendants") on March 14, 2024 [D.E. 144], and on the Joint Motion for Summary Judgment filed by Plaintiffs Miami-Dade Expressway Authority ("MDX") and Intervenor-Plaintiff Miami-Dade County ("County") (collectively "Plaintiffs") on July 8, 2024 [D.E. 182]. The Court held a hearing on both motions on Thursday, August 8, 2024. After reviewing the Motions, the pleadings, applicable Florida law, argument of counsel, and being otherwise fully advised, the Court hereby GRANTS the GMX Defendants' Motion, DENIES Plaintiffs' Motion, and enters Final Judgment for the Defendants for the reasons stated herein.

INTRODUCTION

1. This action relates to the struggle between the State of Florida and Miami-Dade County to control a multibillion-dollar system of five tolled expressways owned by the State and encompassed within Miami-Dade County (the "System"). In the last four years, the Florida Legislature and Miami-Dade County Board of County Commissioners ("County") have sequentially adopted statutory amendments and county ordinances in their respective attempts to assert control of this System and the related revenue. Presently before the Court are the parties' cross-motions for summary judgment, wherein both sides of this dispute ask the Court to decide the matter in their favor on grounds that there are no genuine disputes of material fact, and with each side asserting it is entitled to judgment as a matter of law.

2. The primary legal question the Court must decide in ruling on these competing motions for summary judgment is whether the Miami-Dade County Board of County Commissioners (the "BCC") acted within its authority under the Home Rule Amendment to the Florida Constitution and the Miami-Dade County Home Rule Charter (the "Charter") when adopting Ordinance No. 23-93 (the "2023 Ordinance"). Under that authority, the BCC may "abolish . . . governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise" and may adopt ordinances that "modify or nullify any existing local,

special or general law applicable only to Dade County." *See* Fla. Const., art. VIII, § 6(e), n. 3 (1968); Charter at §§ 1.01(A)(24) & 9.04. However, Article VIII of the Florida Constitution further provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and *any other one or more counties in the state of Florida* . . . ." Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added)."

3. The Florida Legislature enacted 2023-70, Laws of Florida, Sections 18-28 of House Bill 1305 (the "2023 Statute"), abolishing the County-created Miami-Dade Expressway Authority and re-creating the Greater Miami Expressway Agency ("GMX"), to manage an expressway system "within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94." *Id.* The subsequently passed 2023 BCC Ordinance purported to supersede and nullify the 2023 Statute.

4. On its face, the 2023 Statute does not apply "only to Dade County," but rather applies to portions of Monroe County as well. Nonetheless, Plaintiffs argue it is not "feasible" or "reasonably possible" for GMX's jurisdiction to be exercised in Monroe County and, therefore, Plaintiffs urge the Court to ignore the statutory text and conclude that the 2023 Statute is a local or special law, and to further conclude that the 2023 Ordinance is a valid exercise of the County's authority under the Home Rule Amendment to the Florida Constitution.

FACTUAL BACKGROUND

The court provides some historical context to this dispute.

I. The FEAA and the Creation of MDX.

5. In 1990, the Legislature passed the Florida Expressway Authority Act ("FEAA"), Ch. 90-136, Laws of Florida, a law that authorized the creation of state agencies to operate portions of the Florida Highway System owned by the Florida Department of Transportation ("FDOT"). *See generally* §§ 348.0001-.0012, Fla. Stat. (2018). Before it was repealed in 2019, the FEAA provided that "[a]ny county, or two or more contiguous counties located within a single district of the department, may, by resolution adopted by the board of county commissioners, form an expressway authority, which shall be an agency of the state, pursuant to the Florida Expressway Authority Act." § 348.0003, Fla. Stat. (2018).

6. Pursuant to the FEAA, in 1994, the County adopted Ordinance 94-215 (codified as Article XVIII, Section 2-128) to "exercise the power conferred by the Florida Expressway Authority Act" to create an expressway authority (MDX) as a state agency. See Ordinance 94-215 at § 1 ("The Dade County Expressway Authority (the 'Authority') is hereby formed. The Authority shall be an agency of the state pursuant to the Florida Expressway Authority Act."); *see also Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.*, 316 So. 3d 388, 390 (Fla. 1st

DCA 2021) (finding that MDX was a "state agency" and without standing under the public official standing doctrine to challenge the constitutionality of Chapter 2019-169, Laws of Florida ("2019 Statute")).[1]

7. In 1996, FDOT entered a Transfer Agreement with MDX whereby it transferred financial and operational control of five State-owned expressways in Miami-Dade County to MDX in exchange for MDX's payment of $91 million; however, under the Transfer Agreement, FDOT retained ownership of the five expressways in Miami-Dade County. Such expressways have always been components of the State Highway System, first constructed by the State in 1915.

II. The Legislature's 2019 Statute and the County's 2021 Ordinance.

8. In 2019, the Florida Legislature enacted Chapter 2019-169, Laws of Florida, repealing the FEAA. *See* Ch. 2019-169, s. 13, Laws of Fla. The 2019 Statute created GMX, dissolved MDX, and transferred its assets, liabilities, contracts, rights, and employees to GMX. *See* §§ 348.0301-348.0318, Fla. Stat. (2019).

9. Thereafter, on May 4, 2021, the County passed Ordinance 21-35 (the "2021 Ordinance"), purporting to dissolve GMX and nullify five sections of the 2019 Statute via the County's home rule powers.

III. MDX's Original Complaint and the Third DCA's Reversal of Summary Judgment in Favor of MDX.

10. Subsequently, on October 28, 2021, MDX first filed this case, at that time only against the GMX Defendants. In its original complaint, MDX brought an *in rem* action for declaratory relief, injunctive relief, and to quiet title to part of the State of Florida's expressway system in Miami-Dade County. MDX argued that the 2019 Statute was invalidated by the 2021 Ordinance. The Predecessor Judge denied a motion to dismiss the complaint.

11. MDX moved for summary judgment on February 2, 2022 (and amended its motion on March 1, 2022). The Predecessor Judge granted summary judgment in favor of MDX, and entered Final Judgment on July 26, 2022, stating that, *inter alia*, MDX was the lawful owner of all property and interests conveyed by the Transfer Agreement. The GMX Defendants timely filed their notice of appeal, and the court stayed the final judgment pending appellate review. *See* Fla. R. App. P. 9.310(b)(2).

12. On October 25, 2023, the Third District Court of Appeal issued its opinion in this case reversing the trial court's orders, on the grounds that only operational and financial control -- not ownership -- of the expressway system was transferred to MDX, and that because FDOT was an indispensable party, the trial court erred in denying a motion to dismiss the complaint. *See Greater Miami Expressway Agency, et al. v. Miami-Dade Expressway Authority, et al.*, 388 So. 3d 138 (Fla. 3d DCA 2023). On November 17, 2023, the Third DCA issued its mandate to this Court to hold further proceedings in accordance with its opinion.

13. Following the mandate, the parties did not place the matter on the court's docket to vacate the orders entered by the predecessor judge and dismiss this case. Instead, three days after the Mandate issued, Plaintiff filed an amended complaint.[2] Thus, as a preliminary matter, the court, in carrying out the mandate, hereby vacates the final judgment, summary judgment order, and order denying dismissal entered by my predecessor.

IV. The Legislature's 2023 Statute and the County's 2023 Ordinance

14. While the appeal was pending at the Third DCA, the Legislature passed Chapter 2023-70, Laws of Florida (the "**2023 Statute**"), to "clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County..." § 348.03031(1), Fla. Stat.

15. The 2023 Statute confirms that FDOT owns the expressway system and "transferred only operational and financial control of the expressways owned by the department" to MDX pursuant to the Transfer Agreement. § 348.03031(2), Fla. Stat. It also provides that "the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished," § 348.03031(4), Fla. Stat., and that "Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida..." § 348.03031(3), Fla. Stat. Further, it transferred all "assets, employees, contracts, rights, and liabilities" previously under MDX's authority to GMX. See § 348.03031(3),

Fla. Stat.

16. The 2023 Statute expressly states the following:

> (1) The Legislature finds the need to clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County, following Miami-Dade County's attempt to abolish the Greater Miami Expressway Agency in Miami-Dade Ordinance 21-35 (May 4, 2021).
>
> (2) The Legislature recognizes that the original expressway system previously operated by the former Miami-Dade County Expressway Authority is owned by the department. The transfer agreement dated December 10, 1996, entered into by the department and the former Miami-Dade County Expressway Authority, transferred only operational and financial control of the expressways owned by the department.
>
> (3) The Legislature recognizes the Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida, and all assets, employees, contracts, rights, and liabilities were purportedly transferred to the Greater Miami Expressway Agency. All assets, employees, contracts, rights, and liabilities previously owned or controlled by the former Miami-Dade County Expressway Authority, including, without limitation, those previously transferred to the Greater Miami Expressway Agency, are transferred back to the reestablished Greater Miami Expressway Agency created in s. 348.0304 on May 11, 2023.
>
> (4) It is the intent of the Legislature to confirm that the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished. The Greater Miami

> Expressway Agency is the state agency that shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94. It is further the express intent of the Legislature that the Greater Miami Expressway Agency created by this law is an agency of the state and not subject to any county's home rule powers.

§ 348.0306, Fla. Stat. (2023).

17. The Florida Legislature did not identify any "expressway system" within the Monroe County portion of GMX's jurisdiction, and the Legislature did not transfer assets or operational control of any roadways lying within the Monroe County portion. Instead, all of the expressways and assets under GMX's control currently lie exclusively in Miami-Dade County. County Road 94, also known as "Loop Road," is located within the Big Cypress National Preserve and is owned by the U.S. government.

18. In response to the 2023 Statute, on October 17, 2023, the Miami-Dade County Commission passed Ordinance No. 23-93 (the "**2023 Ordinance**") purporting to (i) declare the 2023 Statute to be a special or local law applying only to Miami-Dade County, (ii) nullify the 2023 Statute, (iii) abolish GMX, (iv) reestablish MDX, and (v) transfer all assets, facilities, property, liability for any bonds, and any other rights or obligations held by GMX back to MDX.

19. The County characterizes the 2023 Ordinance as an exercise of its constitutional

home rule powers. Such powers provide that the County may dissolve a governmental entity whose "jurisdiction lies wholly within Miami-Dade County," Art. VIII, § 6(e), Fla. Const. (1968), and "nullify any existing local, special, or general law applicable only to Dade County." Art. VIII, § 11(5), Fla. Const. (1968).

V. MDX's Amended Complaint.

20. On November 20, 2023, MDX filed its Amended Complaint in this case. MDX seeks declaratory relief and a permanent injunction barring GMX from taking any action to interfere with MDX's rights to the Miami Expressway System. (DE 99) This new pleading updated the factual allegations and asserted that County's 2023 Ordinance nullified the Legislature's 2023 Statute. MDX still did not include FDOT as an indispensable party, because the Complaint does not include a claim to quiet title or any other claim to property ownership. MDX instead added The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as indenture trustee, and Bank of America (collectively, the "Bank Defendants") as defendants, seeks declaratory relief with respect to the accounts held by these defendants, and adds Miami-Dade County as an intervenor-plaintiff.

21. Pursuant to the 2023 Ordinance, in its Amended Complaint, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the subject expressway system; (ii) a permanent injunction against the GMX

Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants. (DE 99)

VI. Cross Motions for Summary Judgment

22. Plaintiffs in their Joint Motion for Summary Judgment argue that (i) the 2023 Statute is a special law that affects only Miami-Dade County because it would not be feasible for GMX to operate an expressway in the portion of Monroe County included in the 2023 Statute; and (ii) the 2023 Ordinance was a proper exercise of the County's home rule authority and thus supersedes and nullifies the 2023 Statute. Accordingly, on the basis of the 2023 Ordinance, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the System; (ii) a permanent injunction against the GMX Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants.

23. Defendants in their Motion for Summary Judgment argue that: (i) the Legislature has plenary authority to govern the state's highway system and to direct state agencies to administer the highway system; (ii) the 2023 Statute is a general law that is not subject to the County's home rule powers; (iii) the 2023 Ordinance is preempted by the 2023 Statute and, therefore, was passed without

constitutional authority; and (iv) the County lacks authority to direct the State's assets or to abolish and create state agencies. Defendants seek a judgment in their favor on the grounds that the 2023 Statute is valid and enforceable with respect to the jurisdiction and control of the System.

CONCLUSIONS OF LAW

I. The County's Home Rule Authority and Separation of Powers

24. The Florida Constitution provides that counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. Fla. Const. art. VIII, § 1(g). The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. *Id.* The Miami-Dade County Home Rule Charter allows the BCC to "[s]upersede, nullify, or amend any special law applying to this county, or any general law applying only to this county, or any general law where specifically authorized by the Constitution." *Id.* at Section 1.01-A(24).

25. In ruling on the validity of the 2023 Ordinance, the Court must consider its authority under the separation of powers doctrine set forth in the Florida Constitution. "The separation of powers doctrine encompasses two fundamental prohibitions; the first is that no branch may encroach upon the powers of another, and the second is that no branch may delegate to another branch its

constitutionally assigned power." *Fla. Ass'n of Pro. Lobbyists, Inc. v. Div. of Legislative Info. Servs.*, 7 So. 3d 511, 514 (Fla. 2009) (citation omitted). "Under the constitutional doctrine of separation of powers, the judicial branch must not interfere with the discretionary functions of the legislative or executive branches of government absent a violation of constitutional or statutory rights." *Trianon Park Condo. Ass'n, Inc. v. City of Hialeah*, 468 So. 2d 912 (Fla. 1985) (*citing Com. Carrier Corp. v. Indian River Cnty.*, 371 So. 2d 1010 (Fla. 1979); *Askey v. Schuster*, 331 so. 2d 297 (Fla. 1976); art. II, § 3, Fla. Const.)

26. Equally, the judicial branch has the purpose of determining the constitutional propriety of the policies and programs and of adjudicating any conflicts arising from the interpretation or application of the laws. Fla. Stat. § 20.02. The right to declare an act unconstitutional is purely a judicial power. *State ex rel. Atl. Coast Line R. Co. v. State Bd. of Equalizers*, 84 Fla. 592, 94 So. 681 (1922). Ordinarily, the constitutionality of a legislative act should be challenged by filing an action for declaratory judgment in circuit court. *Abdool v. Bondi*, 141 So. 3d 529, 537 (Fla. 2014) (*citing Moreau v. Lewis*, 648 So. 2d 124, 126 (Fla. 1995)).

27. Although this case, which initially involved the parties' dispute over the 2019 Statute and 2021 Ordinance, was already in progress, Plaintiffs did not initiate an action for declaratory judgment as to the constitutionality of the 2023 Statute prior to BCC enacting the 2023 Ordinance seeking to nullify and supersede the 2023 Statute. The 2023 Ordinance purports to determine the constitutional

propriety of the 2023 Statute enacted by the Legislature by (i) declaring that "sections 18 through 28 of Chapter 2023-70 of the Laws of Florida together constitute a special or local law applying only to Miami-Dade County (or a general law applying only in Miami-Dade County)"; (ii) superseding and nullifying sections 18 through 28 of Chapter 2023-70 of the Laws of Florida; (iii) abolishing "the board, offices, and functions of the Greater Miami Expressway Agency created or required to be created by section 15 of Chapter 2019-169 and subsequently reestablished by section 18 of Chapter 2023-70"; and (iv) reinstating "[a]ny portion of Ordinance No. 21-35 that was superseded by sections 18 through 28 of Chapter 2023-70 of the Laws of Florida. "[W]hether a law is a special or general law is a pure legal question subject to de novo review." *Schrader v. Florida Keys Aqueduct Auth.*, 840 So. 2d 1050, 1055 (Fla. 2003). Accordingly, the Court will exercise its judicial function to determine the purely legal question whether the 2023 statute is a special or general law under the Florida Constitution.

II. Whether the 2023 Statute is a special or general law under Art. VIII, § 11(5) of the Florida Constitution

28. Under art. VIII, § 11(5), Fla. Const. (1968), the County may "nullify any existing local, special, or general law applicable only to Dade County." The County relied on this provision in its 2023 Ordinance purporting to nullify the 2023 Statute. However, the Florida Constitution provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws

which shall relate to Dade County and any other one or more counties in the state of Florida…" Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added).

29. The Florida Supreme Court has defined special, local, and general laws as follows:

> [A] special law is one relating to, or designed to operate upon, particular persons or things, or one that purports to operate upon classified persons or things when classification is not permissible or the classification adopted is illegal; a local law is one relating to, or designed to operate only in, a specifically indicated part of the state, or one that purports to operate within classified territory when classification is not permissible or the classification adopted is illegal.
>
> A general law operates universally throughout the state, or uniformly upon subjects as they may exist throughout the state, or uniformly within permissible classifications by population of counties or otherwise, or is a law relating to a state function or instrumentality.

Schrader, 840 So. 2d at 1055 (Fla. 2003) (*quoting State ex rel. Landis v. Harris*, 163 So. 237, 240 (1934)).

30. On its face, the 2023 Statute is not a special law because it relates to Miami-Dade County and "one or more counties in the state of Florida," under art. VIII, § 11(5), Fla. Const. (1968). It empowers GMX to operate and maintain an expressway system in Miami-Dade and Monroe counties.

31. Further, the law "[relates] to a state function or instrumentality." *Landis*, 163 So. at 240. As the Court pointed out in *Schrader*, "[s]o long as a law materially

affects the people of this state, it need not have universal application to be a general law." *Id.* At 1055-56. The 2023 Statute was passed as part of comprehensive legislation reasonably relating to the operation and maintenance of the *statewide* transportation system and thus relates to a state function or instrumentality. As the law materially affects the people of the State of Florida, the 2023 Statute is a general law reasonably relating to a statewide purpose and is not subject to nullification under art. VIII, § 11(5). *See Dep't of Legal Affairs v. Sanford-Orlando Kennel Club, Inc.*, 434 So. 2d 879, 881 (Fla. 1983) ("It is well established that a general law does not lose its general law status so long as it . . . relates to a state function or instrumentality."); *see also Fla. Retail Fed'n, Inc. v. City of Coral Gables*, 282 So. 3d 889, 893 (Fla. 3d DCA 2019) ("It is well-established that the Home Rule Amendment must be strictly construed to maintain the supremacy of general laws."), *citing Metro. Dade Cnty. v. Chase Fed. Housing Corp.*, 737 So. 2d 494, 504 (Fla. 1999).

32. The 2023 Statute unambiguously confers jurisdiction and authority to GMX—a state agency—to operate and maintain a significant portion of the State Highway System owned by FDOT and integral to Florida's transportation system. Indeed, the broader Chapter 348, Florida Statutes, generally regulates "Expressway and Bridge Authorities" across the State of Florida, including the Central Florida Expressway Authority, the Tampa-Hillsborough Expressway Authority, and the Greater Miami Expressway Authority. *See Johns River Water Mgmt. Dist. v. Deseret Ranches of Florida, Inc.*, 421 So. 2d 1067, 1068

(Fla. 1982) (explaining that a court should review "the nature and history of [the] enactment... in conjunction with [its statutory] chapter" to determine its special or general character).

33. Pursuant to its authority under the 2023 Statute, GMX operates five expressways in Miami-Dade County that constitute a significant and highly traversed portion of the Florida Highway System owned by FDOT: State Road 112 (the Airport Expressway), State Road 836 (the Dolphin Expressway), State Road 874 (the Don Shula Expressway), State Road 878 (the Snapper Creek Expressway), and State Road 924 (the Gratigny Expressway). The 2023 Statute also confers jurisdiction over parts of Monroe County to GMX should it choose to operate or extend an expressway in that area. See § 348.0304(2), Fla. Stat.

34. Florida courts have routinely held that statutes furthering a statewide purpose are valid general laws, including, specifically, laws relating to "transportation systems that had impacts far exceeding the limited geographic area identified in the laws themselves." *Martin Mem'l Med. Ctr., Inc. v. Tenet Healthsystem Hosps., Inc.*, 875 So. 2d 797, 803 (Fla. 1st DCA 2004); *see also Florida State Tpk. Auth.*, 80 So. 2d at 343 (finding law directing turnpike to be constructed through small part of State would affect traffic statewide and, thus, "such a turnpike may no more logically be said to be local than one aorta may be said to perform a local function independent of the other blood vessels of the human body."); *St. Johns River Water Mgmt. Dist.*, 421 So. 2d at 1069 (finding legislation that applied in a limited geographic region to be a valid general law

because "the statewide water management plan created and implemented by chapter 373 is primarily a state function serving the state's interest in protecting and managing a vital natural resource."); *Schrader*, 840 So. 2d at 1056 ("This Court has upheld as legally valid general laws legislation that facially appeared to affect only a limited geographic area of the state but which had a primary purpose contemplating an important and necessary state function and an actual impact far exceeding the limited geographic area identified by its terms."); *Humana Med. Plan, Inc. v. State, Agency for Health Care Admin.*, 898 So. 2d 1040, 1044 (Fla. 1st DCA 2005). Thus, the court need not resort to interpreting whether reference to the portion of Monroe County renders the statute a general law; by its primary purpose contemplating a necessary state function, it is a general law.

35. Additionally, there is no support under Florida jurisprudence to apply the feasibility analysis proposed by Plaintiffs (see Section III below for further analysis of this issue). Rather, the Court must engage in a textual analysis: "whether a law is a special or general law is a pure legal question subject to de novo review." *Schrader*, 840 So. 2d at 1055 (emphasis added).

36. The Court also rejects Plaintiffs' argument that the 2023 Statute is a special law because GMX's governing board would only consist of members residing in Miami-Dade County. Plaintiffs' reliance on *Homestead Hosp., Inc. v. Miami-Dade Cnty.*, 829 So. 2d 259, 262 (Fla. 3d DCA 2002) is misplaced. In that case, the statutory amendment at issue on its face applied exclusively to Miami-Dade

County and, therefore, was found to be an unconstitutional special law.

37. Accordingly, the Court finds that the 2023 Statute, conferring jurisdiction to GMX over Miami-Dade and Monroe counties, being reasonably related to the broader statewide purpose of managing the Florida State Highway System, by establishing the entity responsible for operating a key portion of that System, including the laws and regulations to which GMX is subject in its performance of its statutory duties, is a general law not subject to the County's home rule powers or the purported effect of the 2023 Ordinance. *See Florida Dep't of Health v. Florigrown, LLC*, 317 So. 3d 1101, 1117 (Fla. 2021) ("Even if the law is limited in direct application, it is still a general law as long as the limitation on its application bears a reasonable relationship to its statewide purpose."); *see also Cantwell v. St. Petersburg Port Auth.*, 21 So. 2d 139, 140 (Fla. 1945) (explaining that a court must, upon "[a]n examination of the act in question," assess whether a law bears a reasonable relationship to its statewide purpose.).

III. **The Validity of the 2023 Ordinance**

38. As set forth above, Florida Constitution Art. VIII, § 6(e) permits the County to abolish a governmental unit "whose jurisdiction lies wholly within Dade County." Fla. Const. (1968). In adopting the 2023 Ordinance, BCC relied on § 9.04 of the Charter, which contains a supremacy clause referencing the BCC's power to supersede special and general laws as provided in art. VIII, § 6(e) of the Florida Constitution.

39. In the 2023 Ordinance, the BCC concluded that the jurisdiction of the recreated GMX under the 2023 Amendment extended "in truth and in fact exclusively within Miami-Dade County, regardless of the guise in which it may have been framed." The BCC reasoned that there are no expressways within the Big Cypress parcel, the expressway systems referenced in the 2023 Amendment are exclusively within Miami-Dade County, FDOT's design standards (set forth in the Florida Greenbook) make clear that no expressway could ever be constructed within the Big Cypress parcel, and the GMX board membership would be drawn entirely from Miami-Dade County. Therefore, the BCC found that (1) "the 2023 Amendment only operates in Miami-Dade County and relates exclusively to Miami-Dade County, and is therefore a local, special or general law applicable only to Dade County that can be superseded, nullified, or modified by Miami-Dade County," and (2) "the Florida Legislature's attempt to abolish [MDX] again, reestablish [GMX], and transfer all the assets, liabilities, and powers from [MDX] to [GMX] is an infringement upon the local home rule authority granted to the people of Miami-Dade County."

40. The text of the 2023 Statute confers power to GMX to operate in both Miami-Dade and Monroe counties. *See* § 348.0304(2), Fla. Stat. (explaining that GMX "shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by

County Road 94."). Nonetheless, Plaintiffs entreat the Court to engage in a feasibility analysis. They urge the court to ignore the plain language of the statute, conclude that it is not reasonably possible for GMX's jurisdiction to be exercised in Monroe County, and conclude that the 2023 Statute is a local or special law. The Court disagrees with Plaintiffs' reasoning and conclusion.

41. Plaintiffs' argument conflates the question of jurisdiction under art. VIII, § 6(e) with the question whether the 2023 Statute is a special law under art. VIII, § 11(5). Such questions are two separate inquiries pursuant to two separate constitutional provisions. *Compare* art. VIII, § 6(e), Fla. Const. (1968) (allowing the County to dissolve a governmental unit "whose jurisdiction is wholly within" Miami-Dade County), with art. VIII, § 11(5), Fla. Const. (1968) (allowing the County to nullify any local, special, or general law applicable only to Miami-Dade County); *see Chase v. Cowart*, 102 So. 2d 147 (Fla. 1958) (differentiating the analyses under art. VIII, §§ 6(e) and 11(5), Fla. Const. (1968), by explaining that the Florida Constitution "clearly authorizes the abolition of any board whose jurisdiction lies wholly within Dade County, whether created by the Constitution or legislative act. We understand this to mean that it makes no difference whether the board be created by a special or a general act, based on population or otherwise.").

42. Significantly, Plaintiffs have provided no authority—and the Court knows of none—indicating that the extent of an agency's lawfully conferred jurisdiction can be abridged or disregarded if a court concludes it is not feasible or

reasonably possible for the agency to exercise that jurisdiction in the future. Instead, the Florida Supreme Court has made clear that, when a statute is unambiguous, a court must "presume that a legislature says in a statute what it means and means in a statute what it says there." *Page v. Deutsche Bank Trust Co. Americas*, 308 So. 3d 953, 958 (Fla. 2020). Here, the Florida Constitution unequivocally limits the County's powers under art. VIII, § 6(e), to only those governmental units "whose jurisdiction lies wholly within Dade County," and the 2023 Statute unequivocally confers jurisdiction to GMX in both Miami-Dade and a certain portion of Monroe County.

43. This presumption makes sense. To rule otherwise, to open this legislation up to inspection of the reasons behind enactment of a facially-valid general law, would result in a violation of the separation of powers by treading on the legislative function.

44. Considering the Court's ruling herein that the 2023 Statute constitutes a general law applying to both Miami-Dade and Monroe Counties, the Court must also find the 2023 Ordinance in conflict with such general law insofar as it purports to supersede or nullify the 2023 Statute. The GMX Defendants have not filed a Counterclaim requesting that the court enter a declaration in their favor. But they did plead affirmative defenses, including their second and fifth affirmative defenses, that Plaintiffs' claims are barred by the enactment of 2023-70, Laws of Florida and that Plaintiff has failed to state a claim for declaratory judgment. Accordingly, the Court grants Summary Judgment because Plaintiffs fail to

state a valid claim for declaratory judgment and are therefore not entitled to injunctive or other relief.[3] Further, Defendants have established that 2023-70, Laws of Florida bars the enactment of the BCC Ordinance.

Therefore, it is hereby ORDERED and ADJUDGED as follows:

A. The following orders are vacated: Order Denying Motion to Dismiss (DE 42), Order Granting Plaintiff's Amended Motion for Summary Judgment (DE 78), Final Judgment (DE 81).

B. Defendants' motion [D.E. 144] is **GRANTED.** Accordingly, summary judgment is GRANTED in favor of the GMX Defendants as to all counts of Plaintiffs' Amended Complaint [D.E. 99]: Count I (seeking declaratory judgment that MDX has jurisdiction over the System pursuant to the 2023 ordinance); Count II (seeking permanent injunction against the GMX Defendants with respect to the exercise of jurisdiction and control over the System by MDX); and Count III (seeking declaratory judgment against the Bank Defendants requiring them to recognize MDX as the sole rightful and lawful owner of certain accounts and assets pertain to the System).

B. Plaintiffs' motion [D.E. 182] is **DENIED**; and

C. **Final judgment is rendered in favor of the GMX Defendants and against Plaintiffs. Plaintiffs shall take nothing by this action and go hence without day.**

D. The Agreed Order Granting the Motion of The Bank of New York Mellon Trust Company, *N.A., as Indenture Trustee, to Preserve the Status Quo Pending Final Order or Judgment* (Filing No. 190512024) dated January 25, 2024, is incorporated herein by reference and remains in full force and effect pursuant to its terms.

E. The Court reserves jurisdiction to enforce this order, to address costs and fees if appropriate, and to address any further relief on the interpleader claims.

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[1] The court in *Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.* found no distinction between "state agency" and "agency of the state." 1990-136, Laws of Florida, § 23, states: "Agency of the state" means and includes the state and any department of, or corporation, agency, or instrumentality heretofore or hereafter created, designated, or established by, the state."

[2] The Court notes that MDX filed its Amended Complaint without leave and based on a subsequently enacted County ordinance. Though only mentioned briefly by the Defendant GMX (DE 107, at p. 1, n. 1), no party has requested a ruling on this procedural irregularity. The prior judgment and orders should have been vacated first, and then MDX should have sought leave to amend. Perhaps such a motion would have been granted, and this issue would have accrued eventually. Perhaps the inevitability of a merits decision and the need for swift determination of an issue affecting the state, the county, and its residents led the parties to mutually seek a

merits decision on the cross motions.

[3] The elements of an injunction are: "(1) the substantial likelihood of success on the merits, (2) the likelihood of irreparable harm, (3) the unavailability of an adequate remedy at law, (4) the threatened injury outweighs the possible harm, and (5) the issuance of the temporary injunction will not disserve the public interest." *VME Group Intl., LLC v. Grand Condo. Assn., Inc.*, 305 So. 3d 30, 31 (Fla. 3d DCA 2019). If the movant fails to satisfy any of these elements, the request for injunctive relief must be denied. *Id.* Here, while MDX may satisfy the elements of irreparable harm to it and the unavailability of a remedy at law, it fails to establish any likelihood of success on the merits. Granting an injunction disserves the public interest because it would allow the County to tread on the legislative and judicial functions, and would interfere with the state interest in consistent statewide control over the main arteries of the state's public transport system. This point may be debatable. But because MDX fails to establish the likelihood of success on the merits, the count for injunctive relief fails.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 25th day of September, 2024.

2021-02[illegible]:20 PM

2021-024025-CA-01 09-25-2024 2:20 PM
Hon. Lisa Walsh

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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Physically Served:

EXHIBIT "B"

Miami-Dade County Notice of Voluntary Dismissal

Filing # 217348612 E-Filed 02/21/2025 04:58:43 PM

IN THE DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

CASE NO. 3D2024-1918

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY and MIAMI-DADE COUNTY,

Appellant,

v.

GREATER MIAMI EXPRESSWAY AGENCY, MARILI CANCIO, RICHARD BLANCO, STACY MILLER, RODOLFO PAGES, FATIMA PEREZ, BANK OF NEW YORK, and BANK OF AMERICA,

Appellees,

_____/

NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS GIVEN that Appellant Miami-Dade County hereby voluntarily dismisses itself from the above-styled action pursuant to Florida Rules of Appellate Procedure 9.350(b).

Respectfully submitted this 21st day of February, 2025,

GERALDINE BONZON-KEENAN
Miami Dade County Attorney
Stephen P. Clark Center
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/s/ Michael B. Valdes
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Counsel for Miami-Dade County, Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of February, 2025, pursuant to Fla. R. Jud. Adm. 2.516(b), a true and correct copy of the foregoing has been electronically filed with the Clerk of Court and all counsel and parties of record through the Florida Courts E-Filing Portal.

/s/ Michael B. Valdes
Counsel for Miami-Dade County

EXHIBIT "C"

MDX Notice of Dismissal of Appeal

Filing # 218607330 E-Filed 03/12/2025 10:22:56 AM

IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY,

Appellant,

CASE NO.: 3D2024-1918
LT CASE NO.: 21-24025

v.

GREATER MIAMI EXPRESSWAY AGENCY, ET AL.,

Appellees.

APPELLANT MDX'S NOTICE OF DISMISSAL OF APPEAL

Appellant Miami-Dade County Expressway Authority, pursuant to Florida Rule of Appellate Procedure 9.350(b), hereby voluntarily dismisses its appeal and asks the Court to recognize the voluntary dismissal.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

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Counsel for Miami-Dade Expressway Authority

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March, 2025, undersigned counsel has electronically filed the foregoing document with the Clerk of the Court and parties listed below using the Florida Courts E-Filing Portal:

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Counsel for Miami-Dade County

s/ *Melanie R. Leitman*
Melanie R. Leitman (91523)

EXHIBIT "D"

Court Recognition of Dismissal

IN THE DISTRICT COURT OF

APPEAL

OF FLORIDA

THIRD DISTRICT

March 12, 2025

Miami-Dade County Expressway Authority,

Appellant(s),

v.

Greater Miami Expressway Agency, et al.,

Appellee(s).

3D2024-1918

Trial Court Case No. 21-24025-CA-01

IT IS HEREBY ORDERED that Appellant's Notice of Voluntary Dismissal is recognized by the Court, and this appeal from the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida is hereby dismissed.

A True Copy
ATTEST

3D2024-1818 3/12/25 Prieto
Mercedes M. Prieto, Clerk
District Court of Appeal
Third District

CC: Glenn Thomas Burhans, Jr.
Miami-Dade Clerk
Raymond Lee Cordova
Kirk Dennison DeLeon
Jason Brent Gonzalez
Miguel Gonzalez
Paul Courtney Huck, Jr.
Charles Alan Lawson
Melanie Rose Leitman
Caroline May Poor
Jessica Leighann Slatten
Eugene E Stearns
Michael Beny Valdes
Hon. Lisa S. Walsh

GD

COMPOSITE EXHIBIT "E"

Legal Descriptions

Project No.: 87410
Parcel No.: 117

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land adjoining the South line of Lot 1 in Block 1, less the East 244.82 feet, of THE VANTAGE PARK OF COMMERCE, according to the plat thereof lying in the NE¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

Beginning at the point of intersection of the South line said Lot 1 in Block 1 with the West line of the East 244.82 feet of said Lot 1; thence run S86°50'40"W, along the South line of said Lot 1, coincident with the Northerly right of way line of SW 128 STREET, for a distance of 547.90 feet to the point of curvature of a circular curve concave to the Northeast; thence run northwesterly, along that circular curve concave to the Northeast, having a radius of 25.00 feet with a central angle of 90°30'24" subtending a 35.51 foot chord which bears N47°54'08"W, for an arc distance of 39.49 feet to the point of tangency on West line of said Lot 1 and Easterly right of way line of SW 122 Avenue; thence run N02°38'56"W, along the last described line, for a distance of 40.06 feet to the intersection with a point of cusp on a circular curve concave to the Northeast; thence run southeasterly, along said circular curve concave to the Northeast, having a radius of 48.00 feet with a central angle of 64°28'01" subtending a 51.20 foot chord which bears S64°16'47"E, for an arc distance of 54.01 feet to a point of reverse curvature with a circular curve concave to the Southeast; thence run northeasterly, along said circular curve having a radius of 5,437.25 feet with a central angle of 01°35'51" subtending a 151.59 foot chord which bears N84°17'13"E, for an arc distance of 151.60 feet to a point of reverse curvature with a circular curve concave to the Northwest; thence run northeasterly, along said circular curve having a radius of 789.00 feet with a central angle of 04°21'07" subtending a 59.92 foot chord which bears N82°54'35"E, for an arc distance of 59.93 feet to a point of intersection with a non-tangent line; thence run N76°04'47"E, along said non-tangent line, for a distance of 10.02 feet to the point of intersection with a circular curve concave to the Southeast; thence run northeasterly, along said circular curve having a radius of 821.75 feet with a central angle of 06°49'59" subtending a 97.94 foot chord which bears N83°26'00"E, for an arc distance of 98.00 feet to the point of tangency; thence run N86°51'00"E, along said tangent line, for a distance of 209.40 feet to the point of intersection with the West line of the East 244.82 feet of said Lot 1 in Block 1; thence run S02°38'45"E, along the last described line, for a distance of 59.11 feet; to the Point of Beginning.

Containing an area of 30,103 square feet, more or less.

Project No.: 87410
Parcel No.: 118A

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land adjoining the South line of the East 244.82 feet of Lot 1 and part of the South line of Lot 2, in Block 1 of "THE VANTAGE PARK OF COMMERCE" according to the plat thereof lying in the NE ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

BEGINNING at the Southwest corner of the East 244.82 feet of said Lot 1, in Block 1; thence run N02°38'45"W, along the West line of the East 244.82 feet of said Lot 1, for a distance of 59.11 feet; thence run N86°51'00"E for a distance of 48.36 feet; thence run S88°59'22"E for a distance of 10.34 feet; thence run N86°51'00"E for a distance of 112.60 feet to the point of curvature of a circular curve concave to the Southwest; thence run Southeasterly, along that circular curve having a radius of 256.00 feet with a central angle of 10°04'28" subtending a 44.96 foot chord which bears S88°06'46"E, for an arc distance of 45.01 feet to the point of intersection with a line; thence run S53°06'41"E along last intersection line, for a distance of 84.53 feet to the point of intersection with the South line of said part of Lot 2; thence run S86°50'40"W along the South line of said part of Lot 2 and South line of the East 244.82 feet of said Lot 1, Block 1 of "THE VANTANGE PARK OF COMMERCE", said line being coincident with the Northerly Right of Way Line of SW 128th Street, for a distance of 281.29 feet, to the South corner of the East 244.82 feet of said Lot 1, also being the POINT OF BEGINNING.

Containing an area of 14,362 square feet, more or less.

Project No.: 87410
Parcel No.: 118B

Folio No.: N/A

LEGAL DESCRIPTION

That portion of Lot 3, in Block 1 of "THE VANTAGE PARK OF COMMERCE" according to the plat lying in the NE ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

COMMENCE at the Southwest corner of said Lot 3, in Block 1 of said "THE VANTAGE PARKK OF COMMERCE"; thence run N86°50'40"E, along the South line of a portion of Lot 3; said line being coincident with the Northerly Right of Way Line of SW 128th Street, for a distance of 142.53 feet to the point of intersection with a line, being the POINT OF BEGINNING of the hereinafter described Parcel 118B; thence run N60°43'47"E, along last described intersected line, for a distance of 45.98 feet to point of intersection with the East line of said Lot 3, in Block 1 of "THE VANTAGE PARK OF COMMERCE"; thence run S03°31'17"E along the East line of said Lot 3, for a distance of 17.10 feet to the point of intersection with a circular curve concave to the Northwest; thence run Southwesterly along said circular curve, having a radius of 25.00 feet, with a central angle of 29°00'38", subtending a 12.52 foot chord which bears S72°20'21"W, for an arc distance of 12.66 feet to the point of tangency with the South line of said Lot 3; thence run S86°50'40"W along the South line of part portion of Lot 3, in Block 1 of "THE VANTAGE PARK OF COMMERCE", said line being coincident with the Northerly Right of Way Line of SW 128th Street, for a distance of 29.27 feet to the POINT OF BEGINNING.

Containing an area of 407 square feet, more or less.

Project No.: 87410
Parcel No.: 118C

Folio No.: N/A

LEGAL DESCRIPTION

That square parcel of land being a portion of Lot 2, in Block 1 of "THE VANTAGE PARK OF COMMERCE" according to the plat lying in the NE ¼ of Section 11, Township 55 South, Range 19 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

COMMENCE at the Southeast corner of said Lot 2, in Block 1 of "THE VANTAGE PARK OF COMMERCE"; thence run S86°50'40"W, along the South line of a portion of Lot 2, said line being coincident with the Northerly Right of Way Line of SW 128th Street, for a distance of 112.02 feet to a point on this course; thence run N03°09'20"W, perpendicular to the last described course, for a distance of 30.07 feet to the Southeast corner of the above mentioned square parcel in said Lot 2, said corner being the POINT OF BEGINNING of the hereinafter described square parcel, also known as Parcel 118-C; thence run S86°5 1'00"W, along the South line of the herein described square parcel, for a distance of 10.00 feet to the point of intersection with the West line of said square parcel; thence run N03°09'00"W, perpendicular to the last described line and along the West line of the herein described square parcel, for a distance of 10.00 feet to the point of intersection with the North line of said square parcel; thence run N86°51'00"E, perpendicular to the last described line and along the North line of the herein described square parcel, for a distance of 10.00 feet to the point of intersection with the East line of said square parcel; thence run S03°09'00"E, perpendicular to the last described line and along the East line of the herein described square parcel, for a distance of 10.00 feet to said Southeast corner of the herein described square parcel in said Lot 2, Block 1 of "THE VANTAGE PARK OF COMMERCE", and the POINT OF BEGINNING.

Containing an area of 100 square feet, more or less.

Project No.: 87410
Parcel No.: 118D

Folio No.: N/A

LEGAL DESCRIPTION

That square parcel of land being a portion of Lot 3, in Block 1 of "THE VANTAGE PARK OF COMMERCE" according to the plat lying in the NE ¼ of Section 13, Township 55 South, Range
39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

COMMENCE at the Southwest corner of said Lot 3, in Block 1 of said "THE VANTAGE PARK OF COMMERCE"; thence run N86°50'40"E, along the South line of a portion of Lot 3, said line being coincident with the Northerly Right of Way Line of SW 128th Street, for a distance of 50.89 feet to a point on this course; thence run N03°09'20"W, perpendicular to the last described course, for a distance of 30.07 feet to the Southeast corner of the above mentioned square parcel in said Lot 3, said corner being the POINT OF BEGINNING of the hereinafter described square Parcel , also known as Parcel 118-D; thence run S86°51'00"W, along the South line of the herein described square parcel, for a distance of 10.00 feet to the point of intersection with the West line of said square parcel; thence run N03°09'00"W, perpendicular to the last described line and along the West line of the herein described square parcel, for a distance of 10.00 feet to the point of intersection with the North line of said square parcel; thence run N86°5 1'00"E, perpendicular to the last described line and along the North line of the herein described square parcel, for a distance of 10.00 feet to the point of intersection with the East line of said square parcel; thence run S03°09'00"E, perpendicular to the last described line and along the East line of the herein described square parcel, for a distance of 10.00 feet to said Southeast corner of the said square parcel in Lot 3, Block 1 of "THE VANTAGE PARK OF COMMERCE", and the POINT OF BEGINNING.

Containing an area of 100 square feet, more or less.

Project No.: 87410
Parcel No.: 119

Folio No.: N/A

LEGAL DESCRIPTION

That parcel of land adjoining the south line of Lot 4 in Block 1 of THE VANTAGE PARK OF COMMERCE, according to the plat thereof lying in the NE¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

BEGINNING at the southeast corner of said Lot 4 in Block 1; thence run S86°50'40"W, along the south line of said Lot 4 in Block 1, coincident with the northerly right of way line of SW 128 STREET, for a distance of 20.39 feet to the point of intersection with a circular curve concave to the South; thence run northwesterly and southwesterly, along said circular curve, having a radius of 63.00 feet with a central angle of 103°15'54" subtending a 98.79 foot chord which bears N88°32'14"W, for an arc distance of 113.55 feet to a point of reverse curvature with a circular curve concave to the northwest; thence run southwesterly, along said reverse circular curve, having a radius of 25.00 feet with a central angle of 18°00'13" subtending a 7.82 foot chord which bears S48°49'56"W, for an arc distance of 7.86 feet to the point of intersection with the west line of said Lot 4 in Block 1; thence run N03°31'17"W, along the west line of said Lot 4, for a distance of 38.22 feet to the point of intersection with a circular curve within said Lot 4, concave to the northwest; thence run northeasterly, along that circular curve, having a radius of 1,491.89 feet with a central angle of 00°22'13"subtending a 9.64 foot chord which bears N83°50'24"E, for an arc distance of 9.64 feet to the point of intersection with a circular curve concave to the southeast; thence run northeasterly and southeasterly, along that circular curve within Lot 4, having a radius of 61.71 feet with a central angle of 81°34'18" subtending a 80.63 foot chord which bears N82°06'23"E, for an arc distance of 87.86 feet to the point of intersection with a circular curve within said Lot 4, concave to the northwest; thence run northeasterly, along said circular curve, having a radius of 1,491.89 feet with a central angle of 01°21'08" subtending a 35.21 foot chord which bears N79°52'55"E, for an arc distance of 35.21 feet to the point of intersection with the East line of said Lot 4; thence run S03°30'57"E, along the East line of said Lot 4, for a distance of 52.79 feet to the point of intersection with the South line of said Lot 4, coincident with the northerly right of way line of SW 128 STREET, also being the POINT OF BEGINNING.

Containing an area of 4562 square feet, more or less.

Project No.: 87410
Parcel No.: 800

Folio No.: N/A (Permanent Easement)

LEGAL DESCRIPTION

That easement being a portion of Lot 2 in Block 2 of CORTLAND INDUSTRIAL PARK, according to the plat thereof lying in the SE ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 113 at Page 52 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows: BEGINNING at the northeast corner of said Lot 2 in Block 2; thence run S03°30'57"E, along the westerly Limited Access Right of Way Line for State Road 821, Florida Turnpike Extension, as shown in its Section 87005-2307 on sheet 5 of 10, for a distance of 15.05 feet; thence run S85°33'25"W, within said Lot 2, for a distance of 11.99 feet to the point of intersection with a circular curve concave to the west; thence run northeasterly, along said circular curve within Lot 2, having a radius of 63.00 feet with a central angle of 14°04'29" subtending a 15.44 foot chord which bears N03°52'55"E, for an arc distance of 15.48 feet to a point of intersection with the north line of the SE ¼ of said Section 13, coincident with the center line of SW 128 STREET, thence run N86°50;40"E, along the last intersected section line and center line, for a distance of 10.00 feet to the point of intersection with the east line of said Lot 2 in Block 2, also being the westerly Limited Access Right of Way Line for State Road 821 and the POINT OF BEGINNING.

Containing an area of 162 square feet, more or less.

Project No.: 87410
Parcel No.: 801 A
801 B

Folio No.: N/A (Permanent Easement)

LEGAL DESCRIPTIONS

PARCEL 801-A

That parcel of land lying in Lot 4, Block 1 of "THE VANTAGE PARK OF COMMERCE" according to the plat thereof, as recorded in Plat Book 15 at Page 11 of the Public Records of Miami-Dade County, Florida, adjoining to the West line of said Lot 4 and lying in the NE ¼ of Section 13, Township 55 South, Range 39 East; more particularly described as follows:
COMMENCE at the intersection of the Southerly prolongation of the West line of said Lot 4, Block 1 of said "The Vantage Park of Commerce" with the South line of said NE ¼ of Section 13, Township 55 South, Range 39 East, coincident with the center line of SW 128th Street, thence run N03°31'17"W along said prolongation line and the West line of Lot 4, for a distance of 76.36 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue N03°31'17"W along said West line of Lot 4, for a distance of 5.00 feet to the point of intersection with a circular curve concave to the North, thence run Easterly along that circular curve, having a radius of 1,486.89 feet, with a central angle of 00°36'15"subtending a 15.68 foot chord which bears N83°42'54"E for an arc distance of 15.68 feet to the intersection with a circular curve concave to the Southeast; thence run Southwesterly along that circular curve, having a radius of 61.71 feet, with a central angle of 07°27'56"subtending a 8.04 foot chord which bears S45°03'12"W, for an arc distance of 8.04 feet to the point of intersection with a circular curve concave to the North, lying 5.00 feet Southerly and concentric with the previously described 1,486.89 foot radius curve; thence run Westerly along that circular curve, having a radius of 1,491.89 feet, with a central angle of 00°22'13", subtending a 9.64 foot chord which bears S83°50'24"W, for an arc distance of 9.64 feet to the POINT OF BEGINNING.
Containing an area of 63 square feet, more or less.

TOGETHER WITH: PARCEL 801-B

That easement being a portion of Lot 4, in Block 1 of "THE VANTAGE PARK OF COMMERCE" according to the plat thereof lying in the NE ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125, at Page 11, of the Public Records of Miami-Dade County, Florida, and Miami-Dade County, Florida; more particularly described as follows:
COMMENCE at the Southeast corner of said Lot 4, in Block 1 of "The Vantage Park of Commerce" thence run N03°30'57"W, along the East line of said Lot 4, in Block 1, coincident with the Westerly Limited Access Right of Way Line of Florida Turnpike Extension (S.R. 821) for Section 87005-2307, for a distance of 52.79 feet to the point of intersection with a circular curve concave to the Northwest and THE POINT OF BEGINNING of the herein described parcel of land, thence run Southwesterly along that circular curve concave to the Northwest within Lot 4, having a radius of 1,491.89 feet, with a central angle of 01°21'08", subtending a 35.21 foot chord which bears S79°52'54"W, for an arc distance of 35.21 feet to the point of intersection with a circular curve concave to the Southwest; thence run Northwesterly along the circular curve concave to the Southwest, having a radius of 61.71 feet, with a central angle of 07°28'27", subtending a 8.04 foot chord which bears S60°50'11"E, for an arc distance of 8.05 feet to the point of intersection with a circular curve concave to the Northwest; thence run Northeasterly along that circular

curve concave to the Northwest, having a radius of 1,486.89 feet, with a central angle of 01°37'08", subtending a 42.01 foot chord which bears N79°59'26"E, for an arc distance of 42.01 feet to the point of intersection with the East line of said Lot 4, in Block 1, coincident with the Westerly Limited Access Right of Way Line of S.R. 821; thence run S03°30'57"E, along last described line, for a distance of 5.04 feet to the POINT OF BEGINNING.
Containing an area of 192 square feet, more or less.

ALL CONTAINING AN AGGREGATE AREA OF 255 SQUARE FEET, MORE OR LESS.

Project No.: 87410
Parcel No.: 802

Folio No.: N/A (Permanent Easement)

LEGAL DESCRIPTION

That strip of land being a portion of Lot 1, less the East 244.82 feet, in Block 1 of THE VANTAGE PARK OF COMMERCE, according to the plat thereof lying in the NE ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

COMMENCE at the point of intersection of the South line said Lot 1 in Block 1 with the West line of the East 244.82 feet of said Lot 1; thence run N02°38'45"W, along the West line of the East 244.82 feet of said Lot 1, for a distance of 59.11 feet to the POINT OF BEGINNING of the hereinafter described strip of land; thence run S86°51'00"W, for a distance of 209.40 feet to the point of curvature of a circular curve concave to the Southeast; thence run southwesterly, along said circular curve having a radius of 821.75 feet with a central angle of 06°49'59", subtending a 97.94 foot chord which bears S83°26'01"W, for an arc distance of 98.00 feet to a non-tangent line; thence run S76°04'47"W for a distance of 10.02 feet to the point of intersection with a circular curve concave to the Northwest; thence run southwesterly, along said circular curve having a radius of 789.00 feet through a central angle of 04°21'07", subtending a 59.92 foot chord which bears S82°54'33"W, for an arc distance of 59.93 feet to a point of reverse curvature with a circular curve concave to the Southeast; thence run southwesterly, along said circular curve having a radius of 5,437.25 feet with a central angle of 01°35'51", subtending a 151.59 foot chord which bears S84°17'13"W, for an arc distance of 151.60 feet to a point of reverse curvature with a circular curve concave to the Northeast; thence run northwesterly, along that circular curve, having a radius of 48.00 feet through a central angle of 64°28'01", subtending a 51.20 foot chord which bears N64°16'53"W, for an arc distance of 54.01 feet to the point of intersection with the West line of said Lot 1 in Block 1, coincident with the Easterly Right of Way Line of SW 122 AVENUE; thence run N87°03'45"E, within said Lot 1, for a distance of 10.70 feet to the point of cusp of a circular curve concave to the Northeast; thence run Southeasterly, along that circular curve concave to the Northeast, having a radius of 39.00 feet through a central angle of 19°20'01", subtending a 13.10 foot chord which bears S49°23'09"E, for an arc distance of 13.16 feet to a radial line; thence run S30°56'57"W, along said radial line, for a distance of 4.00 feet to the point of intersection with a circular curve concave to the Northeast; thence run Southeasterly, along said circular curve having a radius of 43.00 feet with a central angle of 37°28'08", subtending a 27.62 foot chord which bears S77°47'12"E, for an arc distance of 28.12 feet to a point of reverse curvature with a circular curve concave to the Southeast; thence run Northeasterly, along said circular curve concave to the Southeast, having a radius of 5,442.25 feet through a central angle of 1°35'51", subtending a 151.73 foot chord which bears N84°17'13"E, for an arc distance of 151.73 feet to a point of reverse curvature with a circular curve concave to the Northwest; thence run Northeasterly, along said circular curve having a radius of 784.00 feet with a central angle of 04°20'51", subtending a 59.48 foot chord which bears N82°54'43"E, for an arc distance of 59.49 feet to the point of intersection

with a non-tangent line; thence run N76°04'47"E for a distance of 10.02 feet to the point of intersection with a circular curve concave to the Southeast; thence run Northeasterly, along said circular curve having a radius of 826.75 feet with a central angle of 06°50'00", subtending a 98.54 foot chord which bears N83°26'01"E, for an arc distance of 98.60 feet to the point of tangency; thence run N86°51'00"E, for a distance of 209.45 feet to the point of intersection with the West line of the East 244.82 feet of said Lot 1 in Block 1; thence run S02°38'45"E, along the West line of the East 244.82 feet of said Lot 1, for a distance of 5.00 feet to the POINT OF BEGINNING.

Containing an area of 2,956 square feet, more or less.

Project No.: 87410
Parcel No.: 803

Folio No.: N/A (Permanent Easement)

LEGAL DESCRIPTION

That portion of the East 244.82 feet of Lot 1 and of Lots 2 and 3, in Block 1, of "THE VANTAGE PARK OF COMMERCE" according to the plat thereof lying in the NE ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

COMMENCE at the Southwest corner of the East 244.82 feet of said Lot 1, in Block 1; thence run N02°38'45"W, along the West line of the East 244.82 feet of said Lot 1, for a distance of 59.11 feet to the POINT OF BEGINNING of the hereinafter described Parcel 803; thence continue N02°38'45"W, along the West line of the East 244.82 feet of said Lot 1 for a distance of 5.00 feet; thence run N86°51'00"E for a distance of 48.51 feet; thence run S88°59'22"E for a distance of 10.34 feet; thence run N86°51'00"E for a distance of 112.41 feet to the point of curvature of a circular curve concave to the Southwest; thence run Southeasterly, along that circular curve, having a radius of 261.00 feet with a central angle of 21°51'00" subtending a 98.93 foot chord which bears S82°13'30"E, for an arc distance of 99.53 feet to the point of intersection with a non-tangent line; thence run N86°51'00"E, along said non-tangent line, for a distance of 269.37 feet to the point of curvature of a circular curve concave to the Northwest; thence run Northeasterly, along said circular curve having a radius of 1,486.89 feet with a central angle of 02°49'59" subtending a 73.51 foot chord which bears N85°26'01"E, for an arc distance of 73.52 feet to the point of intersection with the East line of said Lot 3; thence run S03°31'17"E, along the East line of said Lot 3, for a distance of 26.13 feet to the point of intersection with a line; thence run S60°43'47"W along last described intersected line for a distance of 45.98 feet to the point of intersection with the South line of said Lot 3; thence run S86°50'40"W along the South line of said Lot 3 and said Lot 2, in Block 1 of "THE VANTAGE PARK OF COMMERCE", this line being coincident with the Northerly Right of Way Line of SW 128th Street, for a distance of 289.39 feet, to the point of intersection with a line; thence run N53°06'41", along last intersected line for a distance of 84.53 feet to the point of intersection with a circular curve concave to the Southwest, thence Northwesterly along that circular curve having a radius of 256.00 feet, with a central angle of 10°04'28" subtending a 44.96 foot chord which bears N88°06'46"W, for an arc distance of 45.01 feet to the point of tangency; thence run S86°51'00"W, along the tangent line, for a distance of 112.60 feet; thence run N88°59'22"W, for a distance of 10.34 feet; thence run S86°51'00"W, for a distance of 48.36 feet to the point of intersection with the West line of the East 244.82 feet of said Lot 1 in Block 1, of "THE VANTAGE PARK OF COMMERCE", also being the POINT OF BEGINNING.
EXCEPTING THEREOF:
Parcel 118-C, with an area of 100 Square Feet, and Parcel 118-D, with an area of 100 Square Feet, both making a total area of 200 Square Feet, to be taken as Fee Simple under this project.

Containing an area of 16,808 square feet, more or less.

Project No.: 87410
Parcel No.: 804A
804B

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTIONS

Parcel 804-A

Those easements being within Lot 1, less the East 244.82 feet, in Block 1 of THE VANTAGE PARK OF COMMERCE, according to the plat thereof, lying in the NE ¼ of Section 13, Township 55 South, Range 39 East, as recorded in Plat Book 125 at Page 11 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

COMMENCE at the point of intersection of the South line said Lot 1 in Block 1, coincident with the Existing Northerly Right of Way Line of SW 128 Street, with the West line of the East 244.82 feet of said Lot 1; thence run N02°38'4S"W, along the West line of the East 244.82 feet of said Lot 1, for a distance of 59.11 feet to the point of intersection with the southerly line of a 5.00 foot permanent easement for MDX; thence continue N02°38'45"W, along the West line of the East
244.82 feet of said Lot 1, for a distance of 5.00 feet to the point of intersection with the northerly line of said 5.00 foot easement for MDX; thence run S86°51'00" W, along said northerly line of the MDX easement, for a distance of 209.45 feet to the point of curvature of a circular curve concave to the Southeast; thence run southwesterly, along said circular curve and northerly line of said MDX easement, having a radius of 826.75 feet with a central angle of 04°22'54", subtending a 63.21 foot chord which bears S84°39'33"W, for an arc distance of 63.23 feet to a point on said circular curve and the POINT OF BEGINNING of the hereinafter described easement; thence continue southwesterly, along said circular curve concave to the Southeast and southerly line of the herein described easement, coincident with the northerly line of said MDX easement, having a radius of 826.75 feet with a central angle of 01°22'46", subtending a 19.90 foot chord which bears S81°46'43"W, for an arc distance of 19.90 feet to the point of intersection with a radial line being the westerly line of the herein described easement, said point of intersection also being a point of reference identified as Reference Point "A" to be used hereinafter; thence run N08°54'40"W, along said radial line and westerly line of the herein described easement for a distance of 4.00 feet to the point of intersection with the northerly line of the herein described easement; thence run N81°46'43"E, along said northerly line of this easement, for a distance of 20.00 feet to the point of intersection with a radial line being the easterly line of the herein described easement; thence run S07°31'54"E, along the last described radial line, for a distance of 4.00 feet to the POINT OF BEGINNING.

Containing an area of 79 square feet more or less

TOGETHER WITH:

Parcel 804-B

COMMENCE at the above identified Reference Point "A"; said point being on a circular curve concave to the Southeast; thence run southwesterly, along said circular curve and northerly line of said MDX easement, having a radius of 826.75 feet with a central angle of 01°04'20", subtending a 15.47 foot chord which bears S80°33'12"W, for an arc distance of 15.47 feet to the point of intersection with a non-tangent line and northerly line of said MDX easement; thence run S76°04'47"W, along said non-tangent line, for a distance of 10.02 feet to the point of intersection with a circular curve concave to the Northwest: thence run southwesterly, along said circular curve and northerly line of said MDX easement having a radius of 784.00 feet through a central angle of 00°58'11", subtending a 13.27 foot chord which bears S81°13'22"W, for an arc distance of 13.27 feet to a point on said circular curve and the POINT OF BEGINNING of the hereinafter described easement; thence continue southwesterly, along said circular curve concave to the Northwest and southerly line of the herein described easement, coincident with said northerly line of said MDX easement, having a radius of 784.00 feet through a central angle of 00°52'57", subtending a 12.08 foot chord which bears S82°08'57"W, for an arc distance of 12.08 feet to the point of intersection with the westerly line of the herein described easement; thence run N07°24'35"W, along a radial line being the westerly line of the herein described easement for a distance of 5.00 feet to the point of intersection with the northerly line of the herein described easement; thence run N82°08'54"E, along the said northerly line of this easement for a distance of 12.00 feet to the point of intersection with a radial line being the easterly line of the herein described easement; thence run S08°17'32"E, along the last described radial line, for a distance of 5.00 feet to the POINT OF BEGINNING.

Containing an area of 60 square feet, more or less.

All containing an aggregate area of 139 square feet, more or less.

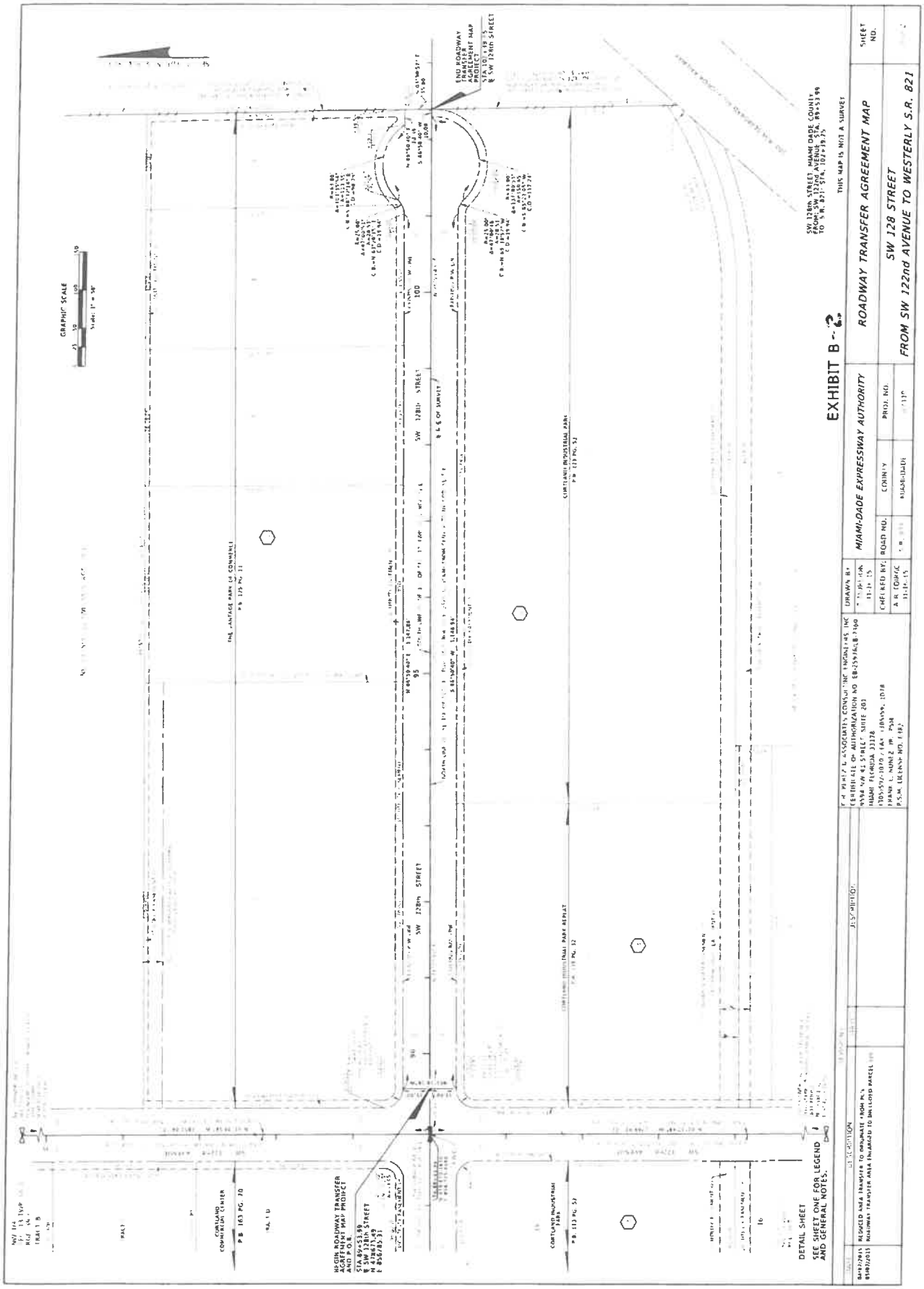
EXHIBIT B - 2
ROADWAY TRANSFER AGREEMENT MAP
SW 128 STREET
FROM SW 122nd AVENUE TO WESTERLY S.R. 821
MIAMI-DADE EXPRESSWAY AUTHORITY
THIS MAP IS NOT A SURVEY
SW 128th STREET MIAMI DADE COUNTY, FROM SW 122nd AVENUE, STA. 89+53.99 TO S.R. 821 STA. 102+19.75
GRAPHIC SCALE
Scale: 1" = 50'
BEGIN ROADWAY TRANSFER AGREEMENT MAP PROJECT AND P.O.B. STA 89+53.99 SW 128th STREET N 428671.49 E 856785.31
END ROADWAY TRANSFER AGREEMENT MAP PROJECT @ SW 128th STREET STA 102+19.75
SW 128th STREET
CENTURION COMMERCENTER P.B. 163 PG. 70
THE VANTAGE PARK AT COMMERCE P.B. 175 PG. 11
CENTURION INDUSTRIAL PARK P.B. 113 PG. 52
CENTURION INDUSTRIAL PARK REPLAT P.B. 113 PG. 52
DETAIL SHEET
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES.
DESCRIPTION
8/27/2015 REVISED AREA TRANSFER TO DEDICATE FROM R/W
8/07/2015 ROADWAY TRANSFER AREA ENLARGED TO ENCLOSED PARCEL
DRAWN BY
CHECKED BY: A.R. TOPACIO
ROAD NO.
COUNTY
PROJ. NO.
SHEET NO.

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[x] Consent [ ] Regular [ ] Public Hearing

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the resolution accepting title from the Florida Legislature to certain parcels of real property located in Miami-Dade County and previously acquired by the dissolved Miami-Dade County Expressway Authority (MDX) for Project 92404; and authorization to record the resolution in the public records of Miami-Dade County.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) owns the ***original*** expressway system operated by GMX's predecessor agency, MDX. The Transfer Agreement dated December 10, 1996, only transferred operational and financial control of the expressways owned by FDOT to MDX.

Following the Transfer Agreement and facilitating Project 92404, MDX acquired ***additional*** parcels for the State Road 924 extension from east of NW 97th Avenue to the Florida Turnpike. Since these parcels were not part of the original expressway system, MDX took title to these parcels in its own name, not FDOT's.

Effective May 11, 2023, and pursuant to Florida Statutes § 348.03031(3), the Florida Legislature transferred all assets previously owned or controlled by the former MDX to the reestablished GMX. These assets included, without limitation, the additional parcels that MDX acquired in its own name.

By operation of the statute, the title to the additional parcels automatically transferred from MDX to GMX. Unfortunately, GMX's title to these properties was clouded by the lawsuit filed by MDX and Miami-Dade County against GMX in Miami-Dade Circuit Court Case No. 2021-024025-CA-01. Uncertain of the lawsuit's outcome, title companies hesitated to issue title insurance for the additional parcels.

The lawsuit recently ended in favor of GMX. The trial court granted summary final judgment in favor of GMX. Miami-Dade County and MDX appealed the trial court's decision, but later

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

dismissed the appeal, which ended the litigation. Miami-Dade County and MDX no longer challenge GMX's right to exist or GMX's title to the additional properties.

This successful conclusion of the lawsuit now allows GMX to formally accept title to the additional parcels in a manner that will satisfy the concerns of the title companies.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements do not apply to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

This resolution will formalize, document and record GMX's acceptance of title to certain real property and easements transferred to it under Chapter 348 of the Florida Statutes.

FISCAL IMPACT:

GMX will incur minimal costs to record the resolution in the public records of Miami-Dade County.

EXHIBITS ATTACHED:

Exhibit 1 – Proposed Resolution No. 25-05

Exhibit 1-A – Summary Final Judgment in favor of GMX

Exhibit 1-B – Miami-Dade County Notice of Voluntary Dismissal

Exhibit 1-C – MDX Notice of Dismissal of Appeal

Exhibit 1-D – Third District Court of Appeal Recognition of Dismissal

Exhibit 1-E – Legal Descriptions with Parcel Numbers

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-05

RESOLUTION ACCEPTING TITLE FROM THE FLORIDA LEGISLATURE TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN MIAMI-DADE COUNTY, FLORIDA, AND PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

WHEREAS, Florida Statutes § 348.0304 created and established a body politic and corporate, an agency of the state, known as the Greater Miami Expressway Agency ("GMX");

WHEREAS, Florida Statutes § 348.03031 transferred all assets, employees, contracts, rights, and liabilities previously owned or controlled by the dissolved Miami-Dade County Expressway Authority ("MDX") to GMX;

WHEREAS, the assets of MDX included, without limitation, certain parcels of real property for the State Road 924 extension from east of NW 97th Avenue to the Florida Turnpike, which MDX originally purchased, condemned, or otherwise acquired for Project 92404;

WHEREAS, MDX and Miami-Dade County filed Case No. 2021-024025-CA-01 (the "Litigation") against GMX in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Trial Court");

WHEREAS, as reflected in Exhibit "A," on September 25, 2024, the Trial Court entered Summary Final Judgment in favor of GMX and against MDX and Miami-Dade County;

WHEREAS, MDX and Miami-Dade County appealed the Trial Court's Summary Final Judgment in Case No. 3D2024-1918 (the "Appeal") to the Third District Court of Appeal (the "Appellate Court");

WHEREAS, as reflected in Exhibit "B," on or about February 21, 2025, Miami-Dade County voluntarily dismissed itself as a party to the Appeal;

WHEREAS, as reflected in Exhibit "C," on or about March 12, 2025, MDX voluntarily dismissed the Appeal;

WHEREAS, as reflected in Exhibit "D," the Appellate Court recognized the dismissal of the Appeal, which ended the Litigation;

WHEREAS, GMX now desires to formalize, document, and record its acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by GMX's Governing Board (the "Board") that, in consideration of the foregoing, the Board directs and adopts the following:

Section 1. GMX hereby accepts title to and confirms its ownership of those certain parcels of real property more particularly described on Composite Exhibit "E" attached hereto.

Section 2. The Board authorizes GMX to record this Resolution in the public records for Miami-Dade County, Florida, and Monroe County, Florida, to formally document its ownership of certain parcels of real property listed on Composite Exhibit "E" hereto.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Chair Mariana Cancio	-
Vice Chair Fatima Perez	-
Treasurer Rodolfo L. Pages	-
Member Richard Blanco Jr.	-
Member Daniel Iglesias, P.E.	-
Member Edward Pidermann	-
Member Stanley Rigaud	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

Greater Miami Expressway Agency
(GMX)

By:_____
Maria Luisa Navia Lobo
GMX Board Secretary

EXHIBIT "A"

Summary Final Judgment

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-024025-CA-01
SECTION: CA44
JUDGE: Lisa Walsh

Miami-Dade County Expressway Authority

Plaintiff(s)

vs.

Greater Miami Expressway Agency et al

Defendant(s)

_____/

ORDER VACATING PRIOR ORDERS PURSUANT TO MANDATE, GRANTING DEFENDANTS' MOTION FOR SUMARY JUDGMENT, DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND ENTERING FINAL JUDGMENT FOR DEFENDANTS (D.E. 144 AND D.E. 182)

This cause comes before the Court on the Motion for Summary Judgment filed by Defendants Greater Miami Expressway Agency ("GMX"), Marili Cancio, Richard Blanco, Stacy Miller, Rodolfo Pages, and Fatima Perez (collectively, the "GMX Defendants") on March 14, 2024 [D.E. 144], and on the Joint Motion for Summary Judgment filed by Plaintiffs Miami-Dade Expressway Authority ("MDX") and Intervenor-Plaintiff Miami-Dade County ("County") (collectively "Plaintiffs") on July 8, 2024 [D.E. 182]. The Court held a hearing on both motions on Thursday, August 8, 2024. After reviewing the Motions, the pleadings, applicable Florida law, argument of counsel, and being otherwise fully advised, the Court hereby GRANTS the GMX Defendants' Motion, DENIES Plaintiffs' Motion, and enters Final Judgment for the Defendants for the reasons stated herein.

INTRODUCTION

1. This action relates to the struggle between the State of Florida and Miami-Dade County to control a multibillion-dollar system of five tolled expressways owned by the State and encompassed within Miami-Dade County (the "System"). In the last four years, the Florida Legislature and Miami-Dade County Board of County Commissioners ("County") have sequentially adopted statutory amendments and county ordinances in their respective attempts to assert control of this System and the related revenue. Presently before the Court are the parties' cross-motions for summary judgment, wherein both sides of this dispute ask the Court to decide the matter in their favor on grounds that there are no genuine disputes of material fact, and with each side asserting it is entitled to judgment as a matter of law.

2. The primary legal question the Court must decide in ruling on these competing motions for summary judgment is whether the Miami-Dade County Board of County Commissioners (the "BCC") acted within its authority under the Home Rule Amendment to the Florida Constitution and the Miami-Dade County Home Rule Charter (the "Charter") when adopting Ordinance No. 23-93 (the "2023 Ordinance"). Under that authority, the BCC may "abolish . . . governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise" and may adopt ordinances that "modify or nullify any existing local,

special or general law applicable only to Dade County." *See* Fla. Const., art. VIII, § 6(e), n. 3 (1968); Charter at §§ 1.01(A)(24) & 9.04. However, Article VIII of the Florida Constitution further provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and *any other one or more counties in the state of Florida* . . . ." Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added)."

3. The Florida Legislature enacted 2023-70, Laws of Florida, Sections 18-28 of House Bill 1305 (the "2023 Statute"), abolishing the County-created Miami-Dade Expressway Authority and re-creating the Greater Miami Expressway Agency ("GMX"), to manage an expressway system "within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94." *Id.* The subsequently passed 2023 BCC Ordinance purported to supersede and nullify the 2023 Statute.

4. On its face, the 2023 Statute does not apply "only to Dade County," but rather applies to portions of Monroe County as well. Nonetheless, Plaintiffs argue it is not "feasible" or "reasonably possible" for GMX's jurisdiction to be exercised in Monroe County and, therefore, Plaintiffs urge the Court to ignore the statutory text and conclude that the 2023 Statute is a local or special law, and to further conclude that the 2023 Ordinance is a valid exercise of the County's authority under the Home Rule Amendment to the Florida Constitution.

FACTUAL BACKGROUND

The court provides some historical context to this dispute.

I. The FEAA and the Creation of MDX.

5. In 1990, the Legislature passed the Florida Expressway Authority Act ("FEAA"), Ch. 90-136, Laws of Florida, a law that authorized the creation of state agencies to operate portions of the Florida Highway System owned by the Florida Department of Transportation ("FDOT"). *See generally* §§ 348.0001-.0012, Fla. Stat. (2018). Before it was repealed in 2019, the FEAA provided that "[a]ny county, or two or more contiguous counties located within a single district of the department, may, by resolution adopted by the board of county commissioners, form an expressway authority, which shall be an agency of the state, pursuant to the Florida Expressway Authority Act." § 348.0003, Fla. Stat. (2018).

6. Pursuant to the FEAA, in 1994, the County adopted Ordinance 94-215 (codified as Article XVIII, Section 2-128) to "exercise the power conferred by the Florida Expressway Authority Act" to create an expressway authority (MDX) as a state agency. See Ordinance 94-215 at § 1 ("The Dade County Expressway Authority (the 'Authority') is hereby formed. The Authority shall be an agency of the state pursuant to the Florida Expressway Authority Act."); *see also Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.*, 316 So. 3d 388, 390 (Fla. 1st

DCA 2021) (finding that MDX was a "state agency" and without standing under the public official standing doctrine to challenge the constitutionality of Chapter 2019-169, Laws of Florida ("2019 Statute")).[1]

7. In 1996, FDOT entered a Transfer Agreement with MDX whereby it transferred financial and operational control of five State-owned expressways in Miami-Dade County to MDX in exchange for MDX's payment of $91 million; however, under the Transfer Agreement, FDOT retained ownership of the five expressways in Miami-Dade County. Such expressways have always been components of the State Highway System, first constructed by the State in 1915.

II. The Legislature's 2019 Statute and the County's 2021 Ordinance.

8. In 2019, the Florida Legislature enacted Chapter 2019-169, Laws of Florida, repealing the FEAA. *See* Ch. 2019-169, s. 13, Laws of Fla. The 2019 Statute created GMX, dissolved MDX, and transferred its assets, liabilities, contracts, rights, and employees to GMX. *See* §§ 348.0301-348.0318, Fla. Stat. (2019).

9. Thereafter, on May 4, 2021, the County passed Ordinance 21-35 (the "2021 Ordinance"), purporting to dissolve GMX and nullify five sections of the 2019 Statute via the County's home rule powers.

III. MDX's Original Complaint and the Third DCA's Reversal of Summary Judgment in Favor of MDX.

10. Subsequently, on October 28, 2021, MDX first filed this case, at that time only against the GMX Defendants. In its original complaint, MDX brought an *in rem* action for declaratory relief, injunctive relief, and to quiet title to part of the State of Florida's expressway system in Miami-Dade County. MDX argued that the 2019 Statute was invalidated by the 2021 Ordinance. The Predecessor Judge denied a motion to dismiss the complaint.

11. MDX moved for summary judgment on February 2, 2022 (and amended its motion on March 1, 2022). The Predecessor Judge granted summary judgment in favor of MDX, and entered Final Judgment on July 26, 2022, stating that, *inter alia*, MDX was the lawful owner of all property and interests conveyed by the Transfer Agreement. The GMX Defendants timely filed their notice of appeal, and the court stayed the final judgment pending appellate review. *See* Fla. R. App. P. 9.310(b)(2).

12. On October 25, 2023, the Third District Court of Appeal issued its opinion in this case reversing the trial court's orders, on the grounds that only operational and financial control -- not ownership -- of the expressway system was transferred to MDX, and that because FDOT was an indispensable party, the trial court erred in denying a motion to dismiss the complaint. *See Greater Miami Expressway Agency, et al. v. Miami-Dade Expressway Authority, et al.*, 388 So. 3d 138 (Fla. 3d DCA 2023). On November 17, 2023, the Third DCA issued its mandate to this Court to hold further proceedings in accordance with its opinion.

13. Following the mandate, the parties did not place the matter on the court's docket to vacate the orders entered by the predecessor judge and dismiss this case. Instead, three days after the Mandate issued, Plaintiff filed an amended complaint.[2] Thus, as a preliminary matter, the court, in carrying out the mandate, hereby vacates the final judgment, summary judgment order, and order denying dismissal entered by my predecessor.

IV. The Legislature's 2023 Statute and the County's 2023 Ordinance

14. While the appeal was pending at the Third DCA, the Legislature passed Chapter 2023-70, Laws of Florida (the "**2023 Statute**"), to "clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County..." § 348.03031(1), Fla. Stat.

15. The 2023 Statute confirms that FDOT owns the expressway system and "transferred only operational and financial control of the expressways owned by the department" to MDX pursuant to the Transfer Agreement. § 348.03031(2), Fla. Stat. It also provides that "the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished," § 348.03031(4), Fla. Stat., and that "Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida..." § 348.03031(3), Fla. Stat. Further, it transferred all "assets, employees, contracts, rights, and liabilities" previously under MDX's authority to GMX. See § 348.03031(3),

Fla. Stat.

16. The 2023 Statute expressly states the following:

> (1) The Legislature finds the need to clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County, following Miami-Dade County's attempt to abolish the Greater Miami Expressway Agency in Miami-Dade Ordinance 21-35 (May 4, 2021).
>
> (2) The Legislature recognizes that the original expressway system previously operated by the former Miami-Dade County Expressway Authority is owned by the department. The transfer agreement dated December 10, 1996, entered into by the department and the former Miami-Dade County Expressway Authority, transferred only operational and financial control of the expressways owned by the department.
>
> (3) The Legislature recognizes the Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida, and all assets, employees, contracts, rights, and liabilities were purportedly transferred to the Greater Miami Expressway Agency. All assets, employees, contracts, rights, and liabilities previously owned or controlled by the former Miami-Dade County Expressway Authority, including, without limitation, those previously transferred to the Greater Miami Expressway Agency, are transferred back to the reestablished Greater Miami Expressway Agency created in s. 348.0304 on May 11, 2023.
>
> (4) It is the intent of the Legislature to confirm that the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished. The Greater Miami

> Expressway Agency is the state agency that shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94. It is further the express intent of the Legislature that the Greater Miami Expressway Agency created by this law is an agency of the state and not subject to any county's home rule powers.

§ 348.0306, Fla. Stat. (2023).

17. The Florida Legislature did not identify any "expressway system" within the Monroe County portion of GMX's jurisdiction, and the Legislature did not transfer assets or operational control of any roadways lying within the Monroe County portion. Instead, all of the expressways and assets under GMX's control currently lie exclusively in Miami-Dade County. County Road 94, also known as "Loop Road," is located within the Big Cypress National Preserve and is owned by the U.S. government.

18. In response to the 2023 Statute, on October 17, 2023, the Miami-Dade County Commission passed Ordinance No. 23-93 (the "**2023 Ordinance**") purporting to (i) declare the 2023 Statute to be a special or local law applying only to Miami-Dade County, (ii) nullify the 2023 Statute, (iii) abolish GMX, (iv) reestablish MDX, and (v) transfer all assets, facilities, property, liability for any bonds, and any other rights or obligations held by GMX back to MDX.

19. The County characterizes the 2023 Ordinance as an exercise of its constitutional

home rule powers. Such powers provide that the County may dissolve a governmental entity whose "jurisdiction lies wholly within Miami-Dade County," Art. VIII, § 6(e), Fla. Const. (1968), and "nullify any existing local, special, or general law applicable only to Dade County." Art. VIII, § 11(5), Fla. Const. (1968).

V. MDX's Amended Complaint.

20. On November 20, 2023, MDX filed its Amended Complaint in this case. MDX seeks declaratory relief and a permanent injunction barring GMX from taking any action to interfere with MDX's rights to the Miami Expressway System. (DE 99) This new pleading updated the factual allegations and asserted that County's 2023 Ordinance nullified the Legislature's 2023 Statute. MDX still did not include FDOT as an indispensable party, because the Complaint does not include a claim to quiet title or any other claim to property ownership. MDX instead added The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as indenture trustee, and Bank of America (collectively, the "Bank Defendants") as defendants, seeks declaratory relief with respect to the accounts held by these defendants, and adds Miami-Dade County as an intervenor-plaintiff.

21. Pursuant to the 2023 Ordinance, in its Amended Complaint, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the subject expressway system; (ii) a permanent injunction against the GMX

Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants. (DE 99)

VI. Cross Motions for Summary Judgment

22. Plaintiffs in their Joint Motion for Summary Judgment argue that (i) the 2023 Statute is a special law that affects only Miami-Dade County because it would not be feasible for GMX to operate an expressway in the portion of Monroe County included in the 2023 Statute; and (ii) the 2023 Ordinance was a proper exercise of the County's home rule authority and thus supersedes and nullifies the 2023 Statute. Accordingly, on the basis of the 2023 Ordinance, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the System; (ii) a permanent injunction against the GMX Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants.

23. Defendants in their Motion for Summary Judgment argue that: (i) the Legislature has plenary authority to govern the state's highway system and to direct state agencies to administer the highway system; (ii) the 2023 Statute is a general law that is not subject to the County's home rule powers; (iii) the 2023 Ordinance is preempted by the 2023 Statute and, therefore, was passed without

constitutional authority; and (iv) the County lacks authority to direct the State's assets or to abolish and create state agencies. Defendants seek a judgment in their favor on the grounds that the 2023 Statute is valid and enforceable with respect to the jurisdiction and control of the System.

CONCLUSIONS OF LAW

I. The County's Home Rule Authority and Separation of Powers

24. The Florida Constitution provides that counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. Fla. Const. art. VIII, § 1(g). The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. *Id.* The Miami-Dade County Home Rule Charter allows the BCC to "[s]upersede, nullify, or amend any special law applying to this county, or any general law applying only to this county, or any general law where specifically authorized by the Constitution." *Id.* at Section 1.01-A(24).

25. In ruling on the validity of the 2023 Ordinance, the Court must consider its authority under the separation of powers doctrine set forth in the Florida Constitution. "The separation of powers doctrine encompasses two fundamental prohibitions; the first is that no branch may encroach upon the powers of another, and the second is that no branch may delegate to another branch its

constitutionally assigned power." *Fla. Ass'n of Pro. Lobbyists, Inc. v. Div. of Legislative Info. Servs.*, 7 So. 3d 511, 514 (Fla. 2009) (citation omitted). "Under the constitutional doctrine of separation of powers, the judicial branch must not interfere with the discretionary functions of the legislative or executive branches of government absent a violation of constitutional or statutory rights." *Trianon Park Condo. Ass'n, Inc. v. City of Hialeah*, 468 So. 2d 912 (Fla. 1985) (*citing Com. Carrier Corp. v. Indian River Cnty.*, 371 So. 2d 1010 (Fla. 1979); *Askey v. Schuster*, 331 so. 2d 297 (Fla. 1976); art. II, § 3, Fla. Const.)

26. Equally, the judicial branch has the purpose of determining the constitutional propriety of the policies and programs and of adjudicating any conflicts arising from the interpretation or application of the laws. Fla. Stat. § 20.02. The right to declare an act unconstitutional is purely a judicial power. *State ex rel. Atl. Coast Line R. Co. v. State Bd. of Equalizers*, 84 Fla. 592, 94 So. 681 (1922). Ordinarily, the constitutionality of a legislative act should be challenged by filing an action for declaratory judgment in circuit court. *Abdool v. Bondi*, 141 So. 3d 529, 537 (Fla. 2014) (*citing Moreau v. Lewis*, 648 So. 2d 124, 126 (Fla. 1995)).

27. Although this case, which initially involved the parties' dispute over the 2019 Statute and 2021 Ordinance, was already in progress, Plaintiffs did not initiate an action for declaratory judgment as to the constitutionality of the 2023 Statute prior to BCC enacting the 2023 Ordinance seeking to nullify and supersede the 2023 Statute. The 2023 Ordinance purports to determine the constitutional

propriety of the 2023 Statute enacted by the Legislature by (i) declaring that "sections 18 through 28 of Chapter 2023-70 of the Laws of Florida together constitute a special or local law applying only to Miami-Dade County (or a general law applying only in Miami-Dade County)"; (ii) superseding and nullifying sections 18 through 28 of Chapter 2023-70 of the Laws of Florida; (iii) abolishing "the board, offices, and functions of the Greater Miami Expressway Agency created or required to be created by section 15 of Chapter 2019-169 and subsequently reestablished by section 18 of Chapter 2023-70"; and (iv) reinstating "[a]ny portion of Ordinance No. 21-35 that was superseded by sections 18 through 28 of Chapter 2023-70 of the Laws of Florida. "[W]hether a law is a special or general law is a pure legal question subject to de novo review." *Schrader v. Florida Keys Aqueduct Auth.*, 840 So. 2d 1050, 1055 (Fla. 2003). Accordingly, the Court will exercise its judicial function to determine the purely legal question whether the 2023 statute is a special or general law under the Florida Constitution.

II. **Whether the 2023 Statute is a special or general law under Art. VIII, § 11(5) of the Florida Constitution**

28. Under art. VIII, § 11(5), Fla. Const. (1968), the County may "nullify any existing local, special, or general law applicable only to Dade County." The County relied on this provision in its 2023 Ordinance purporting to nullify the 2023 Statute. However, the Florida Constitution provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws

which shall relate to Dade County and any other one or more counties in the state of Florida…" Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added).

29. The Florida Supreme Court has defined special, local, and general laws as follows:

> [A] special law is one relating to, or designed to operate upon, particular persons or things, or one that purports to operate upon classified persons or things when classification is not permissible or the classification adopted is illegal; a local law is one relating to, or designed to operate only in, a specifically indicated part of the state, or one that purports to operate within classified territory when classification is not permissible or the classification adopted is illegal.
>
> A general law operates universally throughout the state, or uniformly upon subjects as they may exist throughout the state, or uniformly within permissible classifications by population of counties or otherwise, or is a law relating to a state function or instrumentality.

Schrader, 840 So. 2d at 1055 (Fla. 2003) (*quoting State ex rel. Landis v. Harris*, 163 So. 237, 240 (1934)).

30. On its face, the 2023 Statute is not a special law because it relates to Miami-Dade County and "one or more counties in the state of Florida," under art. VIII, § 11(5), Fla. Const. (1968). It empowers GMX to operate and maintain an expressway system in Miami-Dade and Monroe counties.

31. Further, the law "[relates] to a state function or instrumentality." *Landis*, 163 So. at 240. As the Court pointed out in *Schrader*, "[s]o long as a law materially

affects the people of this state, it need not have universal application to be a general law." *Id.* At 1055-56. The 2023 Statute was passed as part of comprehensive legislation reasonably relating to the operation and maintenance of the *statewide* transportation system and thus relates to a state function or instrumentality. As the law materially affects the people of the State of Florida, the 2023 Statute is a general law reasonably relating to a statewide purpose and is not subject to nullification under art. VIII, § 11(5). *See Dep't of Legal Affairs v. Sanford-Orlando Kennel Club, Inc.*, 434 So. 2d 879, 881 (Fla. 1983) ("It is well established that a general law does not lose its general law status so long as it . . . relates to a state function or instrumentality."); *see also Fla. Retail Fed'n, Inc. v. City of Coral Gables*, 282 So. 3d 889, 893 (Fla. 3d DCA 2019) ("It is well-established that the Home Rule Amendment must be strictly construed to maintain the supremacy of general laws."), *citing Metro. Dade Cnty. v. Chase Fed. Housing Corp.*, 737 So. 2d 494, 504 (Fla. 1999).

32. The 2023 Statute unambiguously confers jurisdiction and authority to GMX—a state agency—to operate and maintain a significant portion of the State Highway System owned by FDOT and integral to Florida's transportation system. Indeed, the broader Chapter 348, Florida Statutes, generally regulates "Expressway and Bridge Authorities" across the State of Florida, including the Central Florida Expressway Authority, the Tampa-Hillsborough Expressway Authority, and the Greater Miami Expressway Authority. *See Johns River Water Mgmt. Dist. v. Deseret Ranches of Florida, Inc.*, 421 So. 2d 1067, 1068

(Fla. 1982) (explaining that a court should review "the nature and history of [the] enactment… in conjunction with [its statutory] chapter" to determine its special or general character).

33. Pursuant to its authority under the 2023 Statute, GMX operates five expressways in Miami-Dade County that constitute a significant and highly traversed portion of the Florida Highway System owned by FDOT: State Road 112 (the Airport Expressway), State Road 836 (the Dolphin Expressway), State Road 874 (the Don Shula Expressway), State Road 878 (the Snapper Creek Expressway), and State Road 924 (the Gratigny Expressway). The 2023 Statute also confers jurisdiction over parts of Monroe County to GMX should it choose to operate or extend an expressway in that area. See § 348.0304(2), Fla. Stat.

34. Florida courts have routinely held that statutes furthering a statewide purpose are valid general laws, including, specifically, laws relating to "transportation systems that had impacts far exceeding the limited geographic area identified in the laws themselves." *Martin Mem'l Med. Ctr., Inc. v. Tenet Healthsystem Hosps., Inc.*, 875 So. 2d 797, 803 (Fla. 1st DCA 2004); *see also Florida State Tpk. Auth.*, 80 So. 2d at 343 (finding law directing turnpike to be constructed through small part of State would affect traffic statewide and, thus, "such a turnpike may no more logically be said to be local than one aorta may be said to perform a local function independent of the other blood vessels of the human body."); *St. Johns River Water Mgmt. Dist.*, 421 So. 2d at 1069 (finding legislation that applied in a limited geographic region to be a valid general law

because "the statewide water management plan created and implemented by chapter 373 is primarily a state function serving the state's interest in protecting and managing a vital natural resource."); *Schrader*, 840 So. 2d at 1056 ("This Court has upheld as legally valid general laws legislation that facially appeared to affect only a limited geographic area of the state but which had a primary purpose contemplating an important and necessary state function and an actual impact far exceeding the limited geographic area identified by its terms."); *Humana Med. Plan, Inc. v. State, Agency for Health Care Admin.*, 898 So. 2d 1040, 1044 (Fla. 1st DCA 2005). Thus, the court need not resort to interpreting whether reference to the portion of Monroe County renders the statute a general law; by its primary purpose contemplating a necessary state function, it is a general law.

35. Additionally, there is no support under Florida jurisprudence to apply the feasibility analysis proposed by Plaintiffs (see Section III below for further analysis of this issue). Rather, the Court must engage in a textual analysis: "whether a law is a special or general law is a pure legal question subject to de novo review." *Schrader*, 840 So. 2d at 1055 (emphasis added).

36. The Court also rejects Plaintiffs' argument that the 2023 Statute is a special law because GMX's governing board would only consist of members residing in Miami-Dade County. Plaintiffs' reliance on *Homestead Hosp., Inc. v. Miami-Dade Cnty.*, 829 So. 2d 259, 262 (Fla. 3d DCA 2002) is misplaced. In that case, the statutory amendment at issue on its face applied exclusively to Miami-Dade

County and, therefore, was found to be an unconstitutional special law.

37. Accordingly, the Court finds that the 2023 Statute, conferring jurisdiction to GMX over Miami-Dade and Monroe counties, being reasonably related to the broader statewide purpose of managing the Florida State Highway System, by establishing the entity responsible for operating a key portion of that System, including the laws and regulations to which GMX is subject in its performance of its statutory duties, is a general law not subject to the County's home rule powers or the purported effect of the 2023 Ordinance. *See Florida Dep't of Health v. Florigrown, LLC*, 317 So. 3d 1101, 1117 (Fla. 2021) ("Even if the law is limited in direct application, it is still a general law as long as the limitation on its application bears a reasonable relationship to its statewide purpose."); *see also Cantwell v. St. Petersburg Port Auth.*, 21 So. 2d 139, 140 (Fla. 1945) (explaining that a court must, upon "[a]n examination of the act in question," assess whether a law bears a reasonable relationship to its statewide purpose.).

III. The Validity of the 2023 Ordinance

38. As set forth above, Florida Constitution Art. VIII, § 6(e) permits the County to abolish a governmental unit "whose jurisdiction lies wholly within Dade County." Fla. Const. (1968). In adopting the 2023 Ordinance, BCC relied on § 9.04 of the Charter, which contains a supremacy clause referencing the BCC's power to supersede special and general laws as provided in art. VIII, § 6(e) of the Florida Constitution.

39. In the 2023 Ordinance, the BCC concluded that the jurisdiction of the recreated GMX under the 2023 Amendment extended "in truth and in fact exclusively within Miami-Dade County, regardless of the guise in which it may have been framed." The BCC reasoned that there are no expressways within the Big Cypress parcel, the expressway systems referenced in the 2023 Amendment are exclusively within Miami-Dade County, FDOT's design standards (set forth in the Florida Greenbook) make clear that no expressway could ever be constructed within the Big Cypress parcel, and the GMX board membership would be drawn entirely from Miami-Dade County. Therefore, the BCC found that (1) "the 2023 Amendment only operates in Miami-Dade County and relates exclusively to Miami-Dade County, and is therefore a local, special or general law applicable only to Dade County that can be superseded, nullified, or modified by Miami-Dade County," and (2) "the Florida Legislature's attempt to abolish [MDX] again, reestablish [GMX], and transfer all the assets, liabilities, and powers from [MDX] to [GMX] is an infringement upon the local home rule authority granted to the people of Miami-Dade County."

40. The text of the 2023 Statute confers power to GMX to operate in both Miami-Dade and Monroe counties. *See* § 348.0304(2), Fla. Stat. (explaining that GMX "shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by

County Road 94."). Nonetheless, Plaintiffs entreat the Court to engage in a feasibility analysis. They urge the court to ignore the plain language of the statute, conclude that it is not reasonably possible for GMX's jurisdiction to be exercised in Monroe County, and conclude that the 2023 Statute is a local or special law. The Court disagrees with Plaintiffs' reasoning and conclusion.

41. Plaintiffs' argument conflates the question of jurisdiction under art. VIII, § 6(e) with the question whether the 2023 Statute is a special law under art. VIII, § 11(5). Such questions are two separate inquiries pursuant to two separate constitutional provisions. *Compare* art. VIII, § 6(e), Fla. Const. (1968) (allowing the County to dissolve a governmental unit "whose jurisdiction is wholly within" Miami-Dade County), with art. VIII, § 11(5), Fla. Const. (1968) (allowing the County to nullify any local, special, or general law applicable only to Miami-Dade County); *see Chase v. Cowart*, 102 So. 2d 147 (Fla. 1958) (differentiating the analyses under art. VIII, §§ 6(e) and 11(5), Fla. Const. (1968), by explaining that the Florida Constitution "clearly authorizes the abolition of any board whose jurisdiction lies wholly within Dade County, whether created by the Constitution or legislative act. We understand this to mean that it makes no difference whether the board be created by a special or a general act, based on population or otherwise.").

42. Significantly, Plaintiffs have provided no authority—and the Court knows of none—indicating that the extent of an agency's lawfully conferred jurisdiction can be abridged or disregarded if a court concludes it is not feasible or

reasonably possible for the agency to exercise that jurisdiction in the future. Instead, the Florida Supreme Court has made clear that, when a statute is unambiguous, a court must "presume that a legislature says in a statute what it means and means in a statute what it says there." *Page v. Deutsche Bank Trust Co. Americas*, 308 So. 3d 953, 958 (Fla. 2020). Here, the Florida Constitution unequivocally limits the County's powers under art. VIII, § 6(e), to only those governmental units "whose jurisdiction lies wholly within Dade County," and the 2023 Statute unequivocally confers jurisdiction to GMX in both Miami-Dade and a certain portion of Monroe County.

43. This presumption makes sense. To rule otherwise, to open this legislation up to inspection of the reasons behind enactment of a facially-valid general law, would result in a violation of the separation of powers by treading on the legislative function.

44. Considering the Court's ruling herein that the 2023 Statute constitutes a general law applying to both Miami-Dade and Monroe Counties, the Court must also find the 2023 Ordinance in conflict with such general law insofar as it purports to supersede or nullify the 2023 Statute. The GMX Defendants have not filed a Counterclaim requesting that the court enter a declaration in their favor. But they did plead affirmative defenses, including their second and fifth affirmative defenses, that Plaintiffs' claims are barred by the enactment of 2023-70, Laws of Florida and that Plaintiff has failed to state a claim for declaratory judgment. Accordingly, the Court grants Summary Judgment because Plaintiffs fail to

state a valid claim for declaratory judgment and are therefore not entitled to injunctive or other relief.[3] Further, Defendants have established that 2023-70, Laws of Florida bars the enactment of the BCC Ordinance.

Therefore, it is hereby ORDERED and ADJUDGED as follows:

A. The following orders are vacated: Order Denying Motion to Dismiss (DE 42), Order Granting Plaintiff's Amended Motion for Summary Judgment (DE 78), Final Judgment (DE 81).

B. Defendants' motion [D.E. 144] is **GRANTED.** Accordingly, summary judgment is GRANTED in favor of the GMX Defendants as to all counts of Plaintiffs' Amended Complaint [D.E. 99]: Count I (seeking declaratory judgment that MDX has jurisdiction over the System pursuant to the 2023 ordinance); Count II (seeking permanent injunction against the GMX Defendants with respect to the exercise of jurisdiction and control over the System by MDX); and Count III (seeking declaratory judgment against the Bank Defendants requiring them to recognize MDX as the sole rightful and lawful owner of certain accounts and assets pertain to the System).

B. Plaintiffs' motion [D.E. 182] is **DENIED**; and

C. **Final judgment is rendered in favor of the GMX Defendants and against Plaintiffs. Plaintiffs shall take nothing by this action and go hence without day.**

D. The Agreed Order Granting the Motion of The Bank of New York Mellon Trust Company, *N.A., as Indenture Trustee, to Preserve the Status Quo Pending Final Order or Judgment* (Filing No. 190512024) dated January 25, 2024, is incorporated herein by reference and remains in full force and effect pursuant to its terms.

E. The Court reserves jurisdiction to enforce this order, to address costs and fees if appropriate, and to address any further relief on the interpleader claims.

---

[1] The court in *Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.* found no distinction between "state agency" and "agency of the state." 1990-136, Laws of Florida, § 23, states: "Agency of the state" means and includes the state and any department of, or corporation, agency, or instrumentality heretofore or hereafter created, designated, or established by, the state."

[2] The Court notes that MDX filed its Amended Complaint without leave and based on a subsequently enacted County ordinance. Though only mentioned briefly by the Defendant GMX (DE 107, at p. 1, n. 1), no party has requested a ruling on this procedural irregularity. The prior judgment and orders should have been vacated first, and then MDX should have sought leave to amend. Perhaps such a motion would have been granted, and this issue would have accrued eventually. Perhaps the inevitability of a merits decision and the need for swift determination of an issue affecting the state, the county, and its residents led the parties to mutually seek a

merits decision on the cross motions.

[3] The elements of an injunction are: "(1) the substantial likelihood of success on the merits, (2) the likelihood of irreparable harm, (3) the unavailability of an adequate remedy at law, (4) the threatened injury outweighs the possible harm, and (5) the issuance of the temporary injunction will not disserve the public interest." *VME Group Intl., LLC v. Grand Condo. Assn., Inc.*, 305 So. 3d 30, 31 (Fla. 3d DCA 2019). If the movant fails to satisfy any of these elements, the request for injunctive relief must be denied. *Id.* Here, while MDX may satisfy the elements of irreparable harm to it and the unavailability of a remedy at law, it fails to establish any likelihood of success on the merits. Granting an injunction disserves the public interest because it would allow the County to tread on the legislative and judicial functions, and would interfere with the state interest in consistent statewide control over the main arteries of the state's public transport system. This point may be debatable. But because MDX fails to establish the likelihood of success on the merits, the count for injunctive relief fails.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 25th day of September, 2024.

2021-02[illegible] 2:20 PM

2021-024025-CA-01 09-25-2024 2:20 PM
Hon. Lisa Walsh

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: **12** (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:
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Alan Lawson, leah@lawsonhuckgonzalez.com
Alan Lawson, michelle@lawsonhuckgonzalez.com
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Physically Served:

EXHIBIT "B"

Miami-Dade County Notice of Voluntary Dismissal

Filing # 217348612 E-Filed 02/21/2025 04:58:43 PM

IN THE DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

CASE NO. 3D2024-1918

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY and MIAMI-DADE COUNTY,

Appellant,

v.

GREATER MIAMI EXPRESSWAY AGENCY, MARILI CANCIO, RICHARD BLANCO, STACY MILLER, RODOLFO PAGES, FATIMA PEREZ, BANK OF NEW YORK, and BANK OF AMERICA,

Appellees,

_____/

NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS GIVEN that Appellant Miami-Dade County hereby voluntarily dismisses itself from the above-styled action pursuant to Florida Rules of Appellate Procedure 9.350(b).

Respectfully submitted this 21st day of February, 2025,

GERALDINE BONZON-KEENAN
Miami Dade County Attorney
Stephen P. Clark Center
111 NW 1st Street, Suite 2810
Miami, Florida 33128
Telephone: 305-375-5151
Fax: 305-375-5634

/s/Michael B. Valdes
Michael B. Valdes (93129)

Miguel A. Gonzalez (31045)
Assistant County Attorneys
Michael.valdes@miamidade.gov
Miguel.gonzalez2@miamidade.gov

Counsel for Miami-Dade County, Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of February, 2025, pursuant to Fla. R. Jud. Adm. 2.516(b), a true and correct copy of the foregoing has been electronically filed with the Clerk of Court and all counsel and parties of record through the Florida Courts E-Filing Portal.

/s/ Michael B. Valdes
Counsel for Miami-Dade County

EXHIBIT "C"

MDX Notice of Dismissal of Appeal

Filing # 218607330 E-Filed 03/12/2025 10:22:56 AM

IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY,

Appellant,

CASE NO.: 3D2024-1918
LT CASE NO.: 21-24025

v.

GREATER MIAMI EXPRESSWAY AGENCY, ET AL.,

Appellees.

APPELLANT MDX'S NOTICE OF DISMISSAL OF APPEAL

Appellant Miami-Dade County Expressway Authority, pursuant to Florida Rule of Appellate Procedure 9.350(b), hereby voluntarily dismisses its appeal and asks the Court to recognize the voluntary dismissal.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

s/ Melanie R. Leitman
Glenn T. Burhans (605867)
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and

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Counsel for Miami-Dade Expressway Authority

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March, 2025, undersigned counsel has electronically filed the foregoing document with the Clerk of the Court and parties listed below using the Florida Courts E-Filing Portal:

Alan Lawson (0709591)
Paul C. Huck, JR. (968358)
Jason B. Gonzalez (146854)
Jessica Slatten (27038)
Raymond L. Cordova (1031208)
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Counsel for Miami-Dade County

s/ *Melanie R. Leitman*
Melanie R. Leitman (91523)

EXHIBIT "D"

Court Recognition of Dismissal

IN THE DISTRICT COURT OF

APPEAL

OF FLORIDA

THIRD DISTRICT

March 12, 2025

Miami-Dade County Expressway Authority,

Appellant(s),

v.

Greater Miami Expressway Agency, et al.,

Appellee(s).

3D2024-1918

Trial Court Case No. 21-24025-CA-01

IT IS HEREBY ORDERED that Appellant's Notice of Voluntary Dismissal is recognized by the Court, and this appeal from the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida is hereby dismissed.

A True Copy
ATTEST

3D2024-1918 3/12/25 ~~3D2024-1918 3/12/25~~ ~~Prieto~~

Mercedes M. Prieto, Clerk
District Court of Appeal
Third District

CC: Glenn Thomas Burhans, Jr.
Miami-Dade Clerk
Raymond Lee Cordova
Kirk Dennison DeLeon
Jason Brent Gonzalez
Miguel Gonzalez
Paul Courtney Huck, Jr.
Charles Alan Lawson
Melanie Rose Leitman
Caroline May Poor
Jessica Leighann Slatten
Eugene E Stearns
Michael Beny Valdes
Hon. Lisa S. Walsh

GD

COMPOSITE EXHIBIT "E"

Legal Descriptions

Project No.: 92404
Parcel No.: 100

Folio Number: 27-2019-001-0630

LEGAL DESCRIPTION

Tract 56, according to the plat of "Florida Fruit Lands Company's Subdivision No.1", of Section 19, Township 52 South, Range 40 East, recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, less the East sixty feet (60') and the South sixty feet (60') thereof.

Containing 7.803 acres more or less.

Project No.: 92404
Parcel No.: 101

Folio Number: 27-2019-001-0653

LEGAL DESCRIPTION

The East 1/2 of the West 1/2 of Tract 58, less the East 165 feet thereof, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 of Section 19, Township 52 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

Less and except therefrom those lands conveyed to the City of Hialeah Gardens by Right-of-Way Deed for Highway purposes recorded March 3, 2011 in Official Records Book 27604, page 2526, of the Public Records of Miami-Dade County, Florida; said lands more particularly described as follows:

The North 35.00 feet of the East 1/2 of the West 1/2 of the North 1/2 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 52 South, Range 40 East, Less the East 165 feet, of the Public Records of Miami-Dade County, Florida.

Containing 48,653.7 Square Feet or 1.117 Acres More or less.

Project No.: 92404
Parcel No.: 102

Folio Number: 30-2030-001-0135

LEGAL DESCRIPTION

A parcel of land on Miami-Dade County, Florida, being a portion of Tracts 13 through 15, of "Chambers Land Company Subdivision", according to the Plat thereof, as recorded in Plat Book 2, Page 68, of the Public Records of Miami-Dade County, Florida lying and being in the Northwest (NW) 1/4 of Section 30, Township 52 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northwest (NW) Corner of the Northwest (NW) 1/4 of said Section 30, Township 52 South, Range 40 East; Thence along the North line of said Northwest (NW) 1/4 of Section 30 for the following two (2) courses; 1) Thence N 89°29'12" E for a distance of 10.01 feet to the point of intersection of the previously described line and the Northerly prolongation of the West line of Tract 13 of said Plat Book 2, Page 68, said point also being THE POINT OF BEGINNING of following described Parcel; 2) Thence N 89°29'12" E for a distance of 569.01 feet to the point of intersection with the existing Westerly Limited Access Right of Way line of State Road 821 (Homestead Extension of Florida's Turnpike) as per Florida Department of Transportation Right of Way Map for said State Road 821, Section 87005-2312; Thence S 18°10'26" W along the previously described Limited Access Right of Way Line for a distance of 797.15 feet to a point on previously described line; Thence N 81°52'44" W departing said existing Westerly Limited Access Right of Way line of State Road 821 for a distance of 290.35 feet to a point on the West line of Tract 15, also being the existing Easterly Right of Way line of NW 118th Avenue; Thence N 02°38'58" W along previously described line for a distance of 712.03 feet to THE POINT OF BEGINNING.

Containing 7.263 acres, more or less.

Project No.: 92404
Parcel No.: 106

Folio Number: 27-2019-005-0015

LEGAL DESCRIPTION

A PORTION OF TRACT A OF SAFIRE TRACT ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID TRACT A; THENCE N89°28'32"E ALONG THE SOUTH LINE OF SAID TRACT A FOR 624.86 FEET TO THE SE CORNER OF SAID TRACT A; THENCE N02°35'13"W ALONG THE EAST LINE OF SAID TRACT A FOR 59.73 FEET; THENCE ALONG THE PROPOSED LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 924, FOR THE FOLLOWING DESCRIBED FOUR (4) COURSES; 1)THENCE N87°40'03"W FOR 11.14 FEET; 2) THENCE S02°19'57"E FOR 10.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; (3) THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 21.17 FEET AND A CENTRAL ANGLE OF 112°08'17" FOR A DISTANCE OF 41.43 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,152.83 FEET AND A CENTRAL ANGLE OF 16°05'44" FOR A DISTANCE OF 604.78 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT A; THENCE S02°34'16"E ALONG SAID WEST LINE FOR 157.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THE RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 64,427 SQUARE FEET OR 1.48 ACRES MORE OR LESS.

Project No.: 92404
Parcel No.: 800A

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

THAT PART OF:

A 200 foot wide strip of land in the Southwest one-quarter of Section 19, Township 52 South, Range 40 East, 'A/K/A MIAMI CANAL, as recorded in Deed Book 3734, Page 123, Public Records of Dade County, Florida, being more particularly described as follows, to wit:

Commence at the Southwest corner of the Southwest one-quarter of Section 19, Township 52 South, Range 40 East; run thence North 89°29'01" East (Bearings derived from Florida State System of Plane Coordinates) along the Southerly boundary of said Section 19 for a distance of 778.98 feet to a point of intersection with the Centerline of Survey, State Road No. 821 (Section 87005-2312); thence North 18°10'26" East along said Centerline of Survey for a distance of 503.29 feet to a point of intersection with the existing Southerly Right-of-Way line of Miami Canal (per Deed Book 3734, Page 123) and the POINT OF BEGINNING of the herein described parcel; thence North 50°58'17" West along said Southerly Right-of-Way line of Miami Canal for a distance of 303.32 feet to a point; thence North 39°01'43" East, 56.00 feet to a point; thence South 50°58'17" East, 606.64 feet to a point; thence South 39°01'43" West, 56.00 feet to a point of intersection with aforesaid Southerly Right-of-Way line of Miami Canal; thence North 50°58'17" West, along said Southerly Right-of-Way line 303.32 feet to the POINT OF BEGINNING.

Containing 0.78 Acres, more or less.

Project No.: 92404
Parcel No.: 800B

Folio Number: N/A (Permanent Easement)

LEGAL DESCRIPTION

THAT PART OF:

Tracts 41 and 42 in Section 19, Township 52 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY"S SUBDIVISION, No. 1, as per plat thereof recorded in Plat Book 2, Page 17, Public Records of Dade County, Florida, lying within the following described boundaries, to wit:

Commence at the Southwest corner of the Southwest one-quarter of Section 19, Township 52 South, Range 40 East, run thence North 89°29'01" East (Bearings are based on the Florida State System of Plane Coordinates) 979.56 feet to the POINT OF BEGINNING: thence run North 18°10'26" East, 366.63 feet to a point of intersection with the existing Southerly right-of-way line of Miami Canal per Deed Book 3734 at Page 123: thence run South 50°58'I8"East, 100.00 feet along said Southerly Canal Right-of-Way to a point; thence run South 18°10'26" West, 299.42 feet to a point of intersection with the Southerly boundary of said Section 19; thence run South 89°29'01" West along said boundary, 98.65 feet to the POINT OF BEGINNING.

Containing 0.71 Acres, more or less.

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[x] Consent [ ] Regular [ ] Public Hearing

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the resolution accepting title from the Florida Legislature to certain real property located in Miami-Dade County and previously acquired by the dissolved Miami-Dade County Expressway Authority (MDX) for Project 92404; and authorization to record the resolution in the public records of Miami-Dade County.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) owns the ***original*** expressway system operated by GMX's predecessor agency, MDX. The Transfer Agreement dated December 10, 1996, only transferred operational and financial control of the expressways owned by FDOT to MDX.

Following the Transfer Agreement and facilitating Project 92404, MDX acquired ***additional*** real property encompassing NW 138th Street from Okeechobee Road to east of NW 97th Avenue. Since this real property was not part of the original expressway system, MDX took title to this real property in its own name, not FDOT's.

Effective May 11, 2023, and pursuant to Florida Statutes § 348.03031(3), the Florida Legislature transferred all assets previously owned or controlled by the former MDX to the reestablished GMX. These assets included, without limitation, real property that MDX acquired in its own name.

By operation of the statute, the title to the additional real property automatically transferred from MDX to GMX. Unfortunately, GMX's title to this real property was clouded by the lawsuit filed by MDX and Miami-Dade County against GMX in Miami-Dade Circuit Court Case No. 2021-024025-CA-01.

The lawsuit recently ended in favor of GMX. The trial court granted summary final judgment in favor of GMX. Miami-Dade County and MDX appealed the trial court's decision, but later dismissed the appeal, which ended the litigation. Miami-Dade County and MDX no longer challenge GMX's right to exist or GMX's title to the additional real property.

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

This successful conclusion of the lawsuit now allows GMX to formally accept title to the additional real property in a manner that will satisfy future concerns of title companies.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements do not apply to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

This resolution will formalize, document and record GMX's acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes.

FISCAL IMPACT:

GMX will incur minimal costs to record the resolution in the public records of Miami-Dade County.

EXHIBITS ATTACHED:

Exhibit 1 – Proposed Resolution No. 25-06

Exhibit 1-A – Summary Final Judgment in favor of GMX

Exhibit 1-B – Miami-Dade County Notice of Voluntary Dismissal

Exhibit 1-C – MDX Notice of Dismissal of Appeal

Exhibit 1-D – Third District Court of Appeal Recognition of Dismissal

Exhibit 1-E – Right of Way Transfer Map

APPROVAL OF RESOLUTION ACCEPTING TITLE TO REAL PROPERTY PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

Authorized by: _____ Date: 6/2/25

Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-06

RESOLUTION ACCEPTING TITLE FROM THE FLORIDA LEGISLATURE TO CERTAIN REAL PROPERTY LOCATED IN MIAMI-DADE COUNTY, FLORIDA, AND PREVIOUSLY ACQUIRED BY THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR PROJECT 92404

WHEREAS, Florida Statutes § 348.0304 created and established a body politic and corporate, an agency of the state, known as the Greater Miami Expressway Agency ("GMX");

WHEREAS, Florida Statutes § 348.03031 transferred all assets, employees, contracts, rights, and liabilities previously owned or controlled by the dissolved Miami-Dade County Expressway Authority ("MDX") to GMX;

WHEREAS, the assets of MDX included, without limitation, NW 138th Street from Okeechobee Road to east of NW 97th Avenue, which MDX originally purchased, condemned, or otherwise acquired for Project 92404;

WHEREAS, MDX and Miami-Dade County filed Case No. 2021-024025-CA-01 (the "Litigation") against GMX in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Trial Court");

WHEREAS, as reflected in Exhibit "A," on September 25, 2024, the Trial Court entered Summary Final Judgment in favor of GMX and against MDX and Miami-Dade County;

WHEREAS, MDX and Miami-Dade County appealed the Trial Court's Summary Final Judgment in Case No. 3D2024-1918 (the "Appeal") to the Third District Court of Appeal (the "Appellate Court");

WHEREAS, as reflected in Exhibit "B," on or about February 21, 2025, Miami-Dade County voluntarily dismissed itself as a party to the Appeal;

WHEREAS, as reflected in Exhibit "C," on or about March 12, 2025, MDX voluntarily dismissed the Appeal;

WHEREAS, as reflected in Exhibit "D," the Appellate Court recognized the dismissal of the Appeal, which ended the Litigation;

WHEREAS, GMX now desires to formalize, document, and record its acceptance of title to certain real property transferred to it under Chapter 348 of the Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by GMX's Governing Board (the "Board") that, in consideration of the foregoing, the Board directs and adopts the following:

Section 1. GMX hereby accepts title to and confirms its ownership of real property more particularly described on Composite Exhibit "E" attached hereto.

Section 2. The Board authorizes GMX to record this Resolution in the public records for Miami-Dade County, Florida, and Monroe County, Florida, to formally document its ownership of real property listed on Composite Exhibit "E" hereto.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Chair Mariana Cancio	-
Vice Chair Fatima Perez	-
Treasurer Rodolfo L. Pages	-
Member Richard Blanco Jr.	-
Member Daniel Iglesias, P.E.	-
Member Edward Pidermann	-
Member Stanley Rigaud	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

Greater Miami Expressway Agency
(GMX)

By:_____
Maria Luisa Navia Lobo
GMX Board Secretary

EXHIBIT "A"

Summary Final Judgment

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-024025-CA-01
SECTION: CA44
JUDGE: Lisa Walsh

Miami-Dade County Expressway Authority

Plaintiff(s)

vs.

Greater Miami Expressway Agency et al

Defendant(s)

_____/

ORDER VACATING PRIOR ORDERS PURSUANT TO MANDATE, GRANTING DEFENDANTS' MOTION FOR SUMARY JUDGMENT, DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND ENTERING FINAL JUDGMENT FOR DEFENDANTS (D.E. 144 AND D.E. 182)

This cause comes before the Court on the Motion for Summary Judgment filed by Defendants Greater Miami Expressway Agency ("GMX"), Marili Cancio, Richard Blanco, Stacy Miller, Rodolfo Pages, and Fatima Perez (collectively, the "GMX Defendants") on March 14, 2024 [D.E. 144], and on the Joint Motion for Summary Judgment filed by Plaintiffs Miami-Dade Expressway Authority ("MDX") and Intervenor-Plaintiff Miami-Dade County ("County") (collectively "Plaintiffs") on July 8, 2024 [D.E. 182]. The Court held a hearing on both motions on Thursday, August 8, 2024. After reviewing the Motions, the pleadings, applicable Florida law, argument of counsel, and being otherwise fully advised, the Court hereby GRANTS the GMX Defendants' Motion, DENIES Plaintiffs' Motion, and enters Final Judgment for the Defendants for the reasons stated herein.

INTRODUCTION

1. This action relates to the struggle between the State of Florida and Miami-Dade County to control a multibillion-dollar system of five tolled expressways owned by the State and encompassed within Miami-Dade County (the "System"). In the last four years, the Florida Legislature and Miami-Dade County Board of County Commissioners ("County") have sequentially adopted statutory amendments and county ordinances in their respective attempts to assert control of this System and the related revenue. Presently before the Court are the parties' cross-motions for summary judgment, wherein both sides of this dispute ask the Court to decide the matter in their favor on grounds that there are no genuine disputes of material fact, and with each side asserting it is entitled to judgment as a matter of law.

2. The primary legal question the Court must decide in ruling on these competing motions for summary judgment is whether the Miami-Dade County Board of County Commissioners (the "BCC") acted within its authority under the Home Rule Amendment to the Florida Constitution and the Miami-Dade County Home Rule Charter (the "Charter") when adopting Ordinance No. 23-93 (the "2023 Ordinance"). Under that authority, the BCC may "abolish . . . governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise" and may adopt ordinances that "modify or nullify any existing local,

special or general law applicable only to Dade County." *See* Fla. Const., art. VIII, § 6(e), n. 3 (1968); Charter at §§ 1.01(A)(24) & 9.04. However, Article VIII of the Florida Constitution further provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and *any other one or more counties in the state of Florida* . . . ." Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added)."

3. The Florida Legislature enacted 2023-70, Laws of Florida, Sections 18-28 of House Bill 1305 (the "2023 Statute"), abolishing the County-created Miami-Dade Expressway Authority and re-creating the Greater Miami Expressway Agency ("GMX"), to manage an expressway system "within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94." *Id.* The subsequently passed 2023 BCC Ordinance purported to supersede and nullify the 2023 Statute.

4. On its face, the 2023 Statute does not apply "only to Dade County," but rather applies to portions of Monroe County as well. Nonetheless, Plaintiffs argue it is not "feasible" or "reasonably possible" for GMX's jurisdiction to be exercised in Monroe County and, therefore, Plaintiffs urge the Court to ignore the statutory text and conclude that the 2023 Statute is a local or special law, and to further conclude that the 2023 Ordinance is a valid exercise of the County's authority under the Home Rule Amendment to the Florida Constitution.

FACTUAL BACKGROUND

The court provides some historical context to this dispute.

I. The FEAA and the Creation of MDX.

5. In 1990, the Legislature passed the Florida Expressway Authority Act ("FEAA"), Ch. 90-136, Laws of Florida, a law that authorized the creation of state agencies to operate portions of the Florida Highway System owned by the Florida Department of Transportation ("FDOT"). *See generally* §§ 348.0001-.0012, Fla. Stat. (2018). Before it was repealed in 2019, the FEAA provided that "[a]ny county, or two or more contiguous counties located within a single district of the department, may, by resolution adopted by the board of county commissioners, form an expressway authority, which shall be an agency of the state, pursuant to the Florida Expressway Authority Act." § 348.0003, Fla. Stat. (2018).

6. Pursuant to the FEAA, in 1994, the County adopted Ordinance 94-215 (codified as Article XVIII, Section 2-128) to "exercise the power conferred by the Florida Expressway Authority Act" to create an expressway authority (MDX) as a state agency. See Ordinance 94-215 at § 1 ("The Dade County Expressway Authority (the 'Authority') is hereby formed. The Authority shall be an agency of the state pursuant to the Florida Expressway Authority Act."); *see also Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.*, 316 So. 3d 388, 390 (Fla. 1st

DCA 2021) (finding that MDX was a "state agency" and without standing under the public official standing doctrine to challenge the constitutionality of Chapter 2019-169, Laws of Florida ("2019 Statute")).[1]

7. In 1996, FDOT entered a Transfer Agreement with MDX whereby it transferred financial and operational control of five State-owned expressways in Miami-Dade County to MDX in exchange for MDX's payment of $91 million; however, under the Transfer Agreement, FDOT retained ownership of the five expressways in Miami-Dade County. Such expressways have always been components of the State Highway System, first constructed by the State in 1915.

II. The Legislature's 2019 Statute and the County's 2021 Ordinance.

8. In 2019, the Florida Legislature enacted Chapter 2019-169, Laws of Florida, repealing the FEAA. *See* Ch. 2019-169, s. 13, Laws of Fla. The 2019 Statute created GMX, dissolved MDX, and transferred its assets, liabilities, contracts, rights, and employees to GMX. *See* §§ 348.0301-348.0318, Fla. Stat. (2019).

9. Thereafter, on May 4, 2021, the County passed Ordinance 21-35 (the "2021 Ordinance"), purporting to dissolve GMX and nullify five sections of the 2019 Statute via the County's home rule powers.

III. MDX's Original Complaint and the Third DCA's Reversal of Summary Judgment in Favor of MDX.

10. Subsequently, on October 28, 2021, MDX first filed this case, at that time only against the GMX Defendants. In its original complaint, MDX brought an *in rem* action for declaratory relief, injunctive relief, and to quiet title to part of the State of Florida's expressway system in Miami-Dade County. MDX argued that the 2019 Statute was invalidated by the 2021 Ordinance. The Predecessor Judge denied a motion to dismiss the complaint.

11. MDX moved for summary judgment on February 2, 2022 (and amended its motion on March 1, 2022). The Predecessor Judge granted summary judgment in favor of MDX, and entered Final Judgment on July 26, 2022, stating that, *inter alia*, MDX was the lawful owner of all property and interests conveyed by the Transfer Agreement. The GMX Defendants timely filed their notice of appeal, and the court stayed the final judgment pending appellate review. *See* Fla. R. App. P. 9.310(b)(2).

12. On October 25, 2023, the Third District Court of Appeal issued its opinion in this case reversing the trial court's orders, on the grounds that only operational and financial control -- not ownership -- of the expressway system was transferred to MDX, and that because FDOT was an indispensable party, the trial court erred in denying a motion to dismiss the complaint. *See Greater Miami Expressway Agency, et al. v. Miami-Dade Expressway Authority, et al.*, 388 So. 3d 138 (Fla. 3d DCA 2023). On November 17, 2023, the Third DCA issued its mandate to this Court to hold further proceedings in accordance with its opinion.

13. Following the mandate, the parties did not place the matter on the court's docket to vacate the orders entered by the predecessor judge and dismiss this case. Instead, three days after the Mandate issued, Plaintiff filed an amended complaint.[2] Thus, as a preliminary matter, the court, in carrying out the mandate, hereby vacates the final judgment, summary judgment order, and order denying dismissal entered by my predecessor.

IV. The Legislature's 2023 Statute and the County's 2023 Ordinance

14. While the appeal was pending at the Third DCA, the Legislature passed Chapter 2023-70, Laws of Florida (the "**2023 Statute**"), to "clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County..." § 348.03031(1), Fla. Stat.

15. The 2023 Statute confirms that FDOT owns the expressway system and "transferred only operational and financial control of the expressways owned by the department" to MDX pursuant to the Transfer Agreement. § 348.03031(2), Fla. Stat. It also provides that "the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished," § 348.03031(4), Fla. Stat., and that "Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida..." § 348.03031(3), Fla. Stat. Further, it transferred all "assets, employees, contracts, rights, and liabilities" previously under MDX's authority to GMX. See § 348.03031(3),

Fla. Stat.

16. The 2023 Statute expressly states the following:

> (1) The Legislature finds the need to clarify the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County, following Miami-Dade County's attempt to abolish the Greater Miami Expressway Agency in Miami-Dade Ordinance 21-35 (May 4, 2021).
>
> (2) The Legislature recognizes that the original expressway system previously operated by the former Miami-Dade County Expressway Authority is owned by the department. The transfer agreement dated December 10, 1996, entered into by the department and the former Miami-Dade County Expressway Authority, transferred only operational and financial control of the expressways owned by the department.
>
> (3) The Legislature recognizes the Miami-Dade County Expressway Authority was dissolved by chapter 2019-169, Laws of Florida, and all assets, employees, contracts, rights, and liabilities were purportedly transferred to the Greater Miami Expressway Agency. All assets, employees, contracts, rights, and liabilities previously owned or controlled by the former Miami-Dade County Expressway Authority, including, without limitation, those previously transferred to the Greater Miami Expressway Agency, are transferred back to the reestablished Greater Miami Expressway Agency created in s. 348.0304 on May 11, 2023.
>
> (4) It is the intent of the Legislature to confirm that the Greater Miami Expressway Agency that was created by chapter 2019-169, Laws of Florida, is hereby reestablished. The Greater Miami

> Expressway Agency is the state agency that shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by County Road 94. It is further the express intent of the Legislature that the Greater Miami Expressway Agency created by this law is an agency of the state and not subject to any county's home rule powers.

§ 348.0306, Fla. Stat. (2023).

17. The Florida Legislature did not identify any "expressway system" within the Monroe County portion of GMX's jurisdiction, and the Legislature did not transfer assets or operational control of any roadways lying within the Monroe County portion. Instead, all of the expressways and assets under GMX's control currently lie exclusively in Miami-Dade County. County Road 94, also known as "Loop Road," is located within the Big Cypress National Preserve and is owned by the U.S. government.

18. In response to the 2023 Statute, on October 17, 2023, the Miami-Dade County Commission passed Ordinance No. 23-93 (the "**2023 Ordinance**") purporting to (i) declare the 2023 Statute to be a special or local law applying only to Miami-Dade County, (ii) nullify the 2023 Statute, (iii) abolish GMX, (iv) reestablish MDX, and (v) transfer all assets, facilities, property, liability for any bonds, and any other rights or obligations held by GMX back to MDX.

19. The County characterizes the 2023 Ordinance as an exercise of its constitutional

home rule powers. Such powers provide that the County may dissolve a governmental entity whose "jurisdiction lies wholly within Miami-Dade County," Art. VIII, § 6(e), Fla. Const. (1968), and "nullify any existing local, special, or general law applicable only to Dade County." Art. VIII, § 11(5), Fla. Const. (1968).

V. MDX's Amended Complaint.

20. On November 20, 2023, MDX filed its Amended Complaint in this case. MDX seeks declaratory relief and a permanent injunction barring GMX from taking any action to interfere with MDX's rights to the Miami Expressway System. (DE 99) This new pleading updated the factual allegations and asserted that County's 2023 Ordinance nullified the Legislature's 2023 Statute. MDX still did not include FDOT as an indispensable party, because the Complaint does not include a claim to quiet title or any other claim to property ownership. MDX instead added The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as indenture trustee, and Bank of America (collectively, the "Bank Defendants") as defendants, seeks declaratory relief with respect to the accounts held by these defendants, and adds Miami-Dade County as an intervenor-plaintiff.

21. Pursuant to the 2023 Ordinance, in its Amended Complaint, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the subject expressway system; (ii) a permanent injunction against the GMX

Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants. (DE 99)

VI. Cross Motions for Summary Judgment

22. Plaintiffs in their Joint Motion for Summary Judgment argue that (i) the 2023 Statute is a special law that affects only Miami-Dade County because it would not be feasible for GMX to operate an expressway in the portion of Monroe County included in the 2023 Statute; and (ii) the 2023 Ordinance was a proper exercise of the County's home rule authority and thus supersedes and nullifies the 2023 Statute. Accordingly, on the basis of the 2023 Ordinance, MDX seeks (i) a declaratory judgment that GMX was dissolved and MDX was given full jurisdiction and control over the operation, maintenance, and finances of the System; (ii) a permanent injunction against the GMX Defendants barring any interference with MDX's authority over the subject expressway system; and (iii) a declaratory judgment that the Bank Defendants must recognize MDX as the owner of certain assets and interests held in trust by the Bank Defendants.

23. Defendants in their Motion for Summary Judgment argue that: (i) the Legislature has plenary authority to govern the state's highway system and to direct state agencies to administer the highway system; (ii) the 2023 Statute is a general law that is not subject to the County's home rule powers; (iii) the 2023 Ordinance is preempted by the 2023 Statute and, therefore, was passed without

constitutional authority; and (iv) the County lacks authority to direct the State's assets or to abolish and create state agencies. Defendants seek a judgment in their favor on the grounds that the 2023 Statute is valid and enforceable with respect to the jurisdiction and control of the System.

CONCLUSIONS OF LAW

I. The County's Home Rule Authority and Separation of Powers

24. The Florida Constitution provides that counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. Fla. Const. art. VIII, § 1(g). The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. *Id.* The Miami-Dade County Home Rule Charter allows the BCC to "[s]upersede, nullify, or amend any special law applying to this county, or any general law applying only to this county, or any general law where specifically authorized by the Constitution." *Id.* at Section 1.01-A(24).

25. In ruling on the validity of the 2023 Ordinance, the Court must consider its authority under the separation of powers doctrine set forth in the Florida Constitution. "The separation of powers doctrine encompasses two fundamental prohibitions; the first is that no branch may encroach upon the powers of another, and the second is that no branch may delegate to another branch its

constitutionally assigned power." *Fla. Ass'n of Pro. Lobbyists, Inc. v. Div. of Legislative Info. Servs.*, 7 So. 3d 511, 514 (Fla. 2009) (citation omitted). "Under the constitutional doctrine of separation of powers, the judicial branch must not interfere with the discretionary functions of the legislative or executive branches of government absent a violation of constitutional or statutory rights." *Trianon Park Condo. Ass'n, Inc. v. City of Hialeah*, 468 So. 2d 912 (Fla. 1985) (*citing Com. Carrier Corp. v. Indian River Cnty.*, 371 So. 2d 1010 (Fla. 1979); *Askey v. Schuster*, 331 so. 2d 297 (Fla. 1976); art. II, § 3, Fla. Const.)

26. Equally, the judicial branch has the purpose of determining the constitutional propriety of the policies and programs and of adjudicating any conflicts arising from the interpretation or application of the laws. Fla. Stat. § 20.02. The right to declare an act unconstitutional is purely a judicial power. *State ex rel. Atl. Coast Line R. Co. v. State Bd. of Equalizers*, 84 Fla. 592, 94 So. 681 (1922). Ordinarily, the constitutionality of a legislative act should be challenged by filing an action for declaratory judgment in circuit court. *Abdool v. Bondi*, 141 So. 3d 529, 537 (Fla. 2014) (*citing Moreau v. Lewis*, 648 So. 2d 124, 126 (Fla. 1995)).

27. Although this case, which initially involved the parties' dispute over the 2019 Statute and 2021 Ordinance, was already in progress, Plaintiffs did not initiate an action for declaratory judgment as to the constitutionality of the 2023 Statute prior to BCC enacting the 2023 Ordinance seeking to nullify and supersede the 2023 Statute. The 2023 Ordinance purports to determine the constitutional

propriety of the 2023 Statute enacted by the Legislature by (i) declaring that "sections 18 through 28 of Chapter 2023-70 of the Laws of Florida together constitute a special or local law applying only to Miami-Dade County (or a general law applying only in Miami-Dade County)"; (ii) superseding and nullifying sections 18 through 28 of Chapter 2023-70 of the Laws of Florida; (iii) abolishing "the board, offices, and functions of the Greater Miami Expressway Agency created or required to be created by section 15 of Chapter 2019-169 and subsequently reestablished by section 18 of Chapter 2023-70"; and (iv) reinstating "[a]ny portion of Ordinance No. 21-35 that was superseded by sections 18 through 28 of Chapter 2023-70 of the Laws of Florida. "[W]hether a law is a special or general law is a pure legal question subject to de novo review." *Schrader v. Florida Keys Aqueduct Auth.*, 840 So. 2d 1050, 1055 (Fla. 2003). Accordingly, the Court will exercise its judicial function to determine the purely legal question whether the 2023 statute is a special or general law under the Florida Constitution.

II. Whether the 2023 Statute is a special or general law under Art. VIII, § 11(5) of the Florida Constitution

28. Under art. VIII, § 11(5), Fla. Const. (1968), the County may "nullify any existing local, special, or general law applicable only to Dade County." The County relied on this provision in its 2023 Ordinance purporting to nullify the 2023 Statute. However, the Florida Constitution provides that "[n]othing in this section shall limit or restrict the power of the Legislature to enact general laws

which shall relate to Dade County and any other one or more counties in the state of Florida…" Art. VIII, § 11(5), Fla. Const. (1968) (emphasis added).

29. The Florida Supreme Court has defined special, local, and general laws as follows:

> [A] special law is one relating to, or designed to operate upon, particular persons or things, or one that purports to operate upon classified persons or things when classification is not permissible or the classification adopted is illegal; a local law is one relating to, or designed to operate only in, a specifically indicated part of the state, or one that purports to operate within classified territory when classification is not permissible or the classification adopted is illegal.
>
> A general law operates universally throughout the state, or uniformly upon subjects as they may exist throughout the state, or uniformly within permissible classifications by population of counties or otherwise, or is a law relating to a state function or instrumentality.

Schrader, 840 So. 2d at 1055 (Fla. 2003) (*quoting State ex rel. Landis v. Harris*, 163 So. 237, 240 (1934)).

30. On its face, the 2023 Statute is not a special law because it relates to Miami-Dade County and "one or more counties in the state of Florida," under art. VIII, § 11(5), Fla. Const. (1968). It empowers GMX to operate and maintain an expressway system in Miami-Dade and Monroe counties.

31. Further, the law "[relates] to a state function or instrumentality." *Landis*, 163 So. at 240. As the Court pointed out in *Schrader*, "[s]o long as a law materially

affects the people of this state, it need not have universal application to be a general law." *Id.* At 1055-56. The 2023 Statute was passed as part of comprehensive legislation reasonably relating to the operation and maintenance of the *statewide* transportation system and thus relates to a state function or instrumentality. As the law materially affects the people of the State of Florida, the 2023 Statute is a general law reasonably relating to a statewide purpose and is not subject to nullification under art. VIII, § 11(5). *See Dep't of Legal Affairs v. Sanford-Orlando Kennel Club, Inc.*, 434 So. 2d 879, 881 (Fla. 1983) ("It is well established that a general law does not lose its general law status so long as it . . . relates to a state function or instrumentality."); *see also Fla. Retail Fed'n, Inc. v. City of Coral Gables*, 282 So. 3d 889, 893 (Fla. 3d DCA 2019) ("It is well-established that the Home Rule Amendment must be strictly construed to maintain the supremacy of general laws."), *citing Metro. Dade Cnty. v. Chase Fed. Housing Corp.*, 737 So. 2d 494, 504 (Fla. 1999).

32. The 2023 Statute unambiguously confers jurisdiction and authority to GMX—a state agency—to operate and maintain a significant portion of the State Highway System owned by FDOT and integral to Florida's transportation system. Indeed, the broader Chapter 348, Florida Statutes, generally regulates "Expressway and Bridge Authorities" across the State of Florida, including the Central Florida Expressway Authority, the Tampa-Hillsborough Expressway Authority, and the Greater Miami Expressway Authority. *See Johns River Water Mgmt. Dist. v. Deseret Ranches of Florida, Inc.*, 421 So. 2d 1067, 1068

(Fla. 1982) (explaining that a court should review "the nature and history of [the] enactment... in conjunction with [its statutory] chapter" to determine its special or general character).

33. Pursuant to its authority under the 2023 Statute, GMX operates five expressways in Miami-Dade County that constitute a significant and highly traversed portion of the Florida Highway System owned by FDOT: State Road 112 (the Airport Expressway), State Road 836 (the Dolphin Expressway), State Road 874 (the Don Shula Expressway), State Road 878 (the Snapper Creek Expressway), and State Road 924 (the Gratigny Expressway). The 2023 Statute also confers jurisdiction over parts of Monroe County to GMX should it choose to operate or extend an expressway in that area. See § 348.0304(2), Fla. Stat.

34. Florida courts have routinely held that statutes furthering a statewide purpose are valid general laws, including, specifically, laws relating to "transportation systems that had impacts far exceeding the limited geographic area identified in the laws themselves." *Martin Mem'l Med. Ctr., Inc. v. Tenet Healthsystem Hosps., Inc.*, 875 So. 2d 797, 803 (Fla. 1st DCA 2004); *see also Florida State Tpk. Auth.*, 80 So. 2d at 343 (finding law directing turnpike to be constructed through small part of State would affect traffic statewide and, thus, "such a turnpike may no more logically be said to be local than one aorta may be said to perform a local function independent of the other blood vessels of the human body."); *St. Johns River Water Mgmt. Dist.*, 421 So. 2d at 1069 (finding legislation that applied in a limited geographic region to be a valid general law

because "the statewide water management plan created and implemented by chapter 373 is primarily a state function serving the state's interest in protecting and managing a vital natural resource."); *Schrader*, 840 So. 2d at 1056 ("This Court has upheld as legally valid general laws legislation that facially appeared to affect only a limited geographic area of the state but which had a primary purpose contemplating an important and necessary state function and an actual impact far exceeding the limited geographic area identified by its terms."); *Humana Med. Plan, Inc. v. State, Agency for Health Care Admin.*, 898 So. 2d 1040, 1044 (Fla. 1st DCA 2005). Thus, the court need not resort to interpreting whether reference to the portion of Monroe County renders the statute a general law; by its primary purpose contemplating a necessary state function, it is a general law.

35. Additionally, there is no support under Florida jurisprudence to apply the feasibility analysis proposed by Plaintiffs (see Section III below for further analysis of this issue). Rather, the Court must engage in a textual analysis: "whether a law is a special or general law is a pure legal question subject to de novo review." *Schrader*, 840 So. 2d at 1055 (emphasis added).

36. The Court also rejects Plaintiffs' argument that the 2023 Statute is a special law because GMX's governing board would only consist of members residing in Miami-Dade County. Plaintiffs' reliance on *Homestead Hosp., Inc. v. Miami-Dade Cnty.*, 829 So. 2d 259, 262 (Fla. 3d DCA 2002) is misplaced. In that case, the statutory amendment at issue on its face applied exclusively to Miami-Dade

County and, therefore, was found to be an unconstitutional special law.

37. Accordingly, the Court finds that the 2023 Statute, conferring jurisdiction to GMX over Miami-Dade and Monroe counties, being reasonably related to the broader statewide purpose of managing the Florida State Highway System, by establishing the entity responsible for operating a key portion of that System, including the laws and regulations to which GMX is subject in its performance of its statutory duties, is a general law not subject to the County's home rule powers or the purported effect of the 2023 Ordinance. *See Florida Dep't of Health v. Florigrown, LLC*, 317 So. 3d 1101, 1117 (Fla. 2021) ("Even if the law is limited in direct application, it is still a general law as long as the limitation on its application bears a reasonable relationship to its statewide purpose."); *see also Cantwell v. St. Petersburg Port Auth.*, 21 So. 2d 139, 140 (Fla. 1945) (explaining that a court must, upon "[a]n examination of the act in question," assess whether a law bears a reasonable relationship to its statewide purpose.).

III. **The Validity of the 2023 Ordinance**

38. As set forth above, Florida Constitution Art. VIII, § 6(e) permits the County to abolish a governmental unit "whose jurisdiction lies wholly within Dade County." Fla. Const. (1968). In adopting the 2023 Ordinance, BCC relied on § 9.04 of the Charter, which contains a supremacy clause referencing the BCC's power to supersede special and general laws as provided in art. VIII, § 6(e) of the Florida Constitution.

39. In the 2023 Ordinance, the BCC concluded that the jurisdiction of the recreated GMX under the 2023 Amendment extended "in truth and in fact exclusively within Miami-Dade County, regardless of the guise in which it may have been framed." The BCC reasoned that there are no expressways within the Big Cypress parcel, the expressway systems referenced in the 2023 Amendment are exclusively within Miami-Dade County, FDOT's design standards (set forth in the Florida Greenbook) make clear that no expressway could ever be constructed within the Big Cypress parcel, and the GMX board membership would be drawn entirely from Miami-Dade County. Therefore, the BCC found that (1) "the 2023 Amendment only operates in Miami-Dade County and relates exclusively to Miami-Dade County, and is therefore a local, special or general law applicable only to Dade County that can be superseded, nullified, or modified by Miami-Dade County," and (2) "the Florida Legislature's attempt to abolish [MDX] again, reestablish [GMX], and transfer all the assets, liabilities, and powers from [MDX] to [GMX] is an infringement upon the local home rule authority granted to the people of Miami-Dade County."

40. The text of the 2023 Statute confers power to GMX to operate in both Miami-Dade and Monroe counties. *See* § 348.0304(2), Fla. Stat. (explaining that GMX "shall govern the expressway system within the geographical boundaries of Miami-Dade County and the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the borders of Monroe County and on the south and west by

County Road 94."). Nonetheless, Plaintiffs entreat the Court to engage in a feasibility analysis. They urge the court to ignore the plain language of the statute, conclude that it is not reasonably possible for GMX's jurisdiction to be exercised in Monroe County, and conclude that the 2023 Statute is a local or special law. The Court disagrees with Plaintiffs' reasoning and conclusion.

41. Plaintiffs' argument conflates the question of jurisdiction under art. VIII, § 6(e) with the question whether the 2023 Statute is a special law under art. VIII, § 11(5). Such questions are two separate inquiries pursuant to two separate constitutional provisions. *Compare* art. VIII, § 6(e), Fla. Const. (1968) (allowing the County to dissolve a governmental unit "whose jurisdiction is wholly within" Miami-Dade County), with art. VIII, § 11(5), Fla. Const. (1968) (allowing the County to nullify any local, special, or general law applicable only to Miami-Dade County); *see Chase v. Cowart*, 102 So. 2d 147 (Fla. 1958) (differentiating the analyses under art. VIII, §§ 6(e) and 11(5), Fla. Const. (1968), by explaining that the Florida Constitution "clearly authorizes the abolition of any board whose jurisdiction lies wholly within Dade County, whether created by the Constitution or legislative act. We understand this to mean that it makes no difference whether the board be created by a special or a general act, based on population or otherwise.").

42. Significantly, Plaintiffs have provided no authority—and the Court knows of none—indicating that the extent of an agency's lawfully conferred jurisdiction can be abridged or disregarded if a court concludes it is not feasible or

reasonably possible for the agency to exercise that jurisdiction in the future. Instead, the Florida Supreme Court has made clear that, when a statute is unambiguous, a court must "presume that a legislature says in a statute what it means and means in a statute what it says there." *Page v. Deutsche Bank Trust Co. Americas*, 308 So. 3d 953, 958 (Fla. 2020). Here, the Florida Constitution unequivocally limits the County's powers under art. VIII, § 6(e), to only those governmental units "whose jurisdiction lies wholly within Dade County," and the 2023 Statute unequivocally confers jurisdiction to GMX in both Miami-Dade and a certain portion of Monroe County.

43. This presumption makes sense. To rule otherwise, to open this legislation up to inspection of the reasons behind enactment of a facially-valid general law, would result in a violation of the separation of powers by treading on the legislative function.

44. Considering the Court's ruling herein that the 2023 Statute constitutes a general law applying to both Miami-Dade and Monroe Counties, the Court must also find the 2023 Ordinance in conflict with such general law insofar as it purports to supersede or nullify the 2023 Statute. The GMX Defendants have not filed a Counterclaim requesting that the court enter a declaration in their favor. But they did plead affirmative defenses, including their second and fifth affirmative defenses, that Plaintiffs' claims are barred by the enactment of 2023-70, Laws of Florida and that Plaintiff has failed to state a claim for declaratory judgment. Accordingly, the Court grants Summary Judgment because Plaintiffs fail to

state a valid claim for declaratory judgment and are therefore not entitled to injunctive or other relief.[3] Further, Defendants have established that 2023-70, Laws of Florida bars the enactment of the BCC Ordinance.

Therefore, it is hereby ORDERED and ADJUDGED as follows:

A. The following orders are vacated: Order Denying Motion to Dismiss (DE 42), Order Granting Plaintiff's Amended Motion for Summary Judgment (DE 78), Final Judgment (DE 81).

B. Defendants' motion [D.E. 144] is **GRANTED.** Accordingly, summary judgment is GRANTED in favor of the GMX Defendants as to all counts of Plaintiffs' Amended Complaint [D.E. 99]: Count I (seeking declaratory judgment that MDX has jurisdiction over the System pursuant to the 2023 ordinance); Count II (seeking permanent injunction against the GMX Defendants with respect to the exercise of jurisdiction and control over the System by MDX); and Count III (seeking declaratory judgment against the Bank Defendants requiring them to recognize MDX as the sole rightful and lawful owner of certain accounts and assets pertain to the System).

B. Plaintiffs' motion [D.E. 182] is **DENIED**; and

C. **Final judgment is rendered in favor of the GMX Defendants and against Plaintiffs. Plaintiffs shall take nothing by this action and go hence without day.**

D. The Agreed Order Granting the Motion of The Bank of New York Mellon Trust Company, *N.A., as Indenture Trustee, to Preserve the Status Quo Pending Final Order or Judgment* (Filing No. 190512024) dated January 25, 2024, is incorporated herein by reference and remains in full force and effect pursuant to its terms.

E. The Court reserves jurisdiction to enforce this order, to address costs and fees if appropriate, and to address any further relief on the interpleader claims.

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[1] The court in *Dep't of Transp. v. Miami-Dade Cnty. Expressway Auth.* found no distinction between "state agency" and "agency of the state." 1990-136, Laws of Florida, § 23, states: "Agency of the state" means and includes the state and any department of, or corporation, agency, or instrumentality heretofore or hereafter created, designated, or established by, the state."

[2] The Court notes that MDX filed its Amended Complaint without leave and based on a subsequently enacted County ordinance. Though only mentioned briefly by the Defendant GMX (DE 107, at p. 1, n. 1), no party has requested a ruling on this procedural irregularity. The prior judgment and orders should have been vacated first, and then MDX should have sought leave to amend. Perhaps such a motion would have been granted, and this issue would have accrued eventually. Perhaps the inevitability of a merits decision and the need for swift determination of an issue affecting the state, the county, and its residents led the parties to mutually seek a

merits decision on the cross motions.

[3] The elements of an injunction are: "(1) the substantial likelihood of success on the merits, (2) the likelihood of irreparable harm, (3) the unavailability of an adequate remedy at law, (4) the threatened injury outweighs the possible harm, and (5) the issuance of the temporary injunction will not disserve the public interest." *VME Group Intl., LLC v. Grand Condo. Assn., Inc.*, 305 So. 3d 30, 31 (Fla. 3d DCA 2019). If the movant fails to satisfy any of these elements, the request for injunctive relief must be denied. *Id.* Here, while MDX may satisfy the elements of irreparable harm to it and the unavailability of a remedy at law, it fails to establish any likelihood of success on the merits. Granting an injunction disserves the public interest because it would allow the County to tread on the legislative and judicial functions, and would interfere with the state interest in consistent statewide control over the main arteries of the state's public transport system. This point may be debatable. But because MDX fails to establish the likelihood of success on the merits, the count for injunctive relief fails.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 25th day of September, 2024.

2021-02[illegible] 2:20 PM

2021-024025-CA-01 09-25-2024 2:20 PM
Hon. Lisa Walsh

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:
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Alan Lawson, michelle@lawsonhuckgonzalez.com
Amber S. Nunnally, anunnally@shutts.com
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Taylor H. Greene, taylor@lawsonhuckgonzalez.com
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Taylor H. Greene, michelle@lawsonhuckgonzalez.com

Physically Served:

EXHIBIT "B"

Miami-Dade County Notice of Voluntary Dismissal

Filing # 217348612 E-Filed 02/21/2025 04:58:43 PM

IN THE DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

CASE NO. 3D2024-1918

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY and MIAMI-DADE COUNTY,

Appellant,

v.

GREATER MIAMI EXPRESSWAY AGENCY, MARILI CANCIO, RICHARD BLANCO, STACY MILLER, RODOLFO PAGES, FATIMA PEREZ, BANK OF NEW YORK, and BANK OF AMERICA,

Appellees,

_____/

NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS GIVEN that Appellant Miami-Dade County hereby voluntarily dismisses itself from the above-styled action pursuant to Florida Rules of Appellate Procedure 9.350(b).

Respectfully submitted this 21st day of February, 2025,

GERALDINE BONZON-KEENAN
Miami Dade County Attorney
Stephen P. Clark Center
111 NW 1st Street, Suite 2810
Miami, Florida 33128
Telephone: 305-375-5151
Fax: 305-375-5634

/s/Michael B. Valdes
Michael B. Valdes (93129)

Miguel A. Gonzalez (31045)
Assistant County Attorneys
Michael.valdes@miamidade.gov
Miguel.gonzalez2@miamidade.gov

Counsel for Miami-Dade County, Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of February, 2025, pursuant to Fla. R. Jud. Adm. 2.516(b), a true and correct copy of the foregoing has been electronically filed with the Clerk of Court and all counsel and parties of record through the Florida Courts E-Filing Portal.

/s/ Michael B. Valdes
Counsel for Miami-Dade County

EXHIBIT "C"

MDX Notice of Dismissal of Appeal

Filing # 218607330 E-Filed 03/12/2025 10:22:56 AM

IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY,

Appellant,

CASE NO.: 3D2024-1918
LT CASE NO.: 21-24025

v.

GREATER MIAMI EXPRESSWAY AGENCY, ET AL.,

Appellees.

APPELLANT MDX'S NOTICE OF DISMISSAL OF APPEAL

Appellant Miami-Dade County Expressway Authority, pursuant to Florida Rule of Appellate Procedure 9.350(b), hereby voluntarily dismisses its appeal and asks the Court to recognize the voluntary dismissal.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

s/ Melanie R. Leitman
Glenn T. Burhans (605867)
Melanie R. Leitman (91523)
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and

Kirk D. DeLeon (989959)
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and

Eugene E. Stearns (0149335)
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Telephone: (305) 789-3200
estearns@stearnsweaver.com
jaybar@stearnsweaver.com

Counsel for Miami-Dade Expressway Authority

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March, 2025, undersigned counsel has electronically filed the foregoing document with the Clerk of the Court and parties listed below using the Florida Courts E-Filing Portal:

Alan Lawson (0709591)
Paul C. Huck, JR. (968358)
Jason B. Gonzalez (146854)
Jessica Slatten (27038)
Raymond L. Cordova (1031208)
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Counsel for Appellees

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Miguel.gonzalez2@miamidade.gov

Counsel for Miami-Dade County

s/ *Melanie R. Leitman*
Melanie R. Leitman (91523)

EXHIBIT "D"

Court Recognition of Dismissal

IN THE DISTRICT COURT OF

APPEAL

OF FLORIDA

THIRD DISTRICT

March 12, 2025

Miami-Dade County Expressway Authority,

Appellant(s),

v.

Greater Miami Expressway Agency, et al.,

Appellee(s).

3D2024-1918

Trial Court Case No. 21-24025-CA-01

IT IS HEREBY ORDERED that Appellant's Notice of Voluntary Dismissal is recognized by the Court, and this appeal from the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida is hereby dismissed.

A True Copy
ATTEST

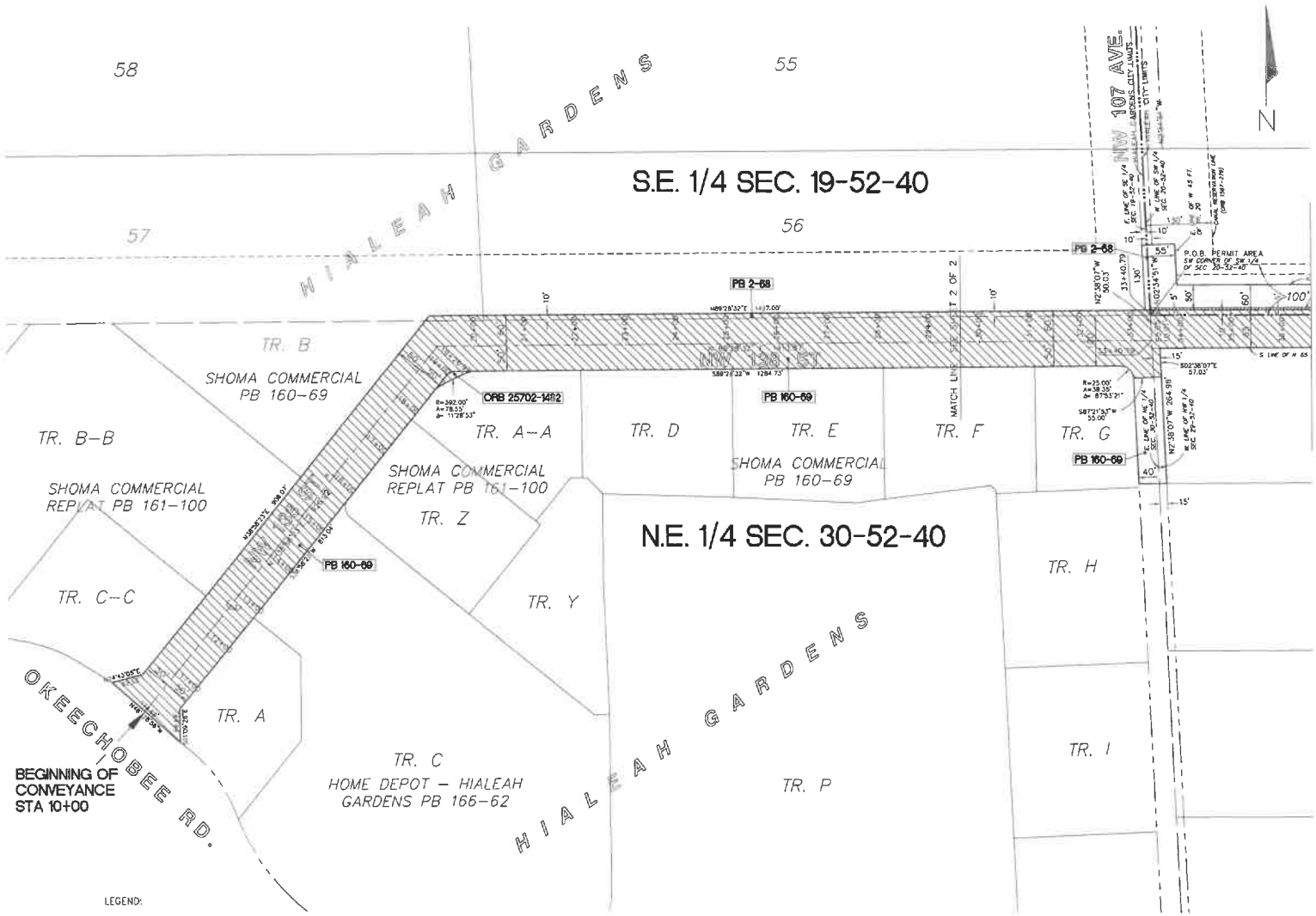
3D2024-1818 3/12/Prieto
Mercedes M. Prieto, Clerk
District Court of Appeal
Third District

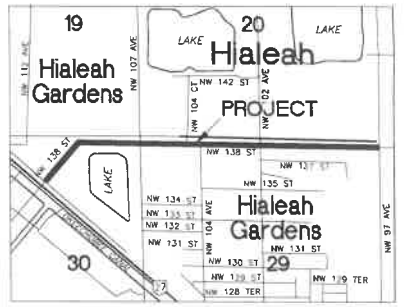
CC: Glenn Thomas Burhans, Jr.
Miami-Dade Clerk
Raymond Lee Cordova
Kirk Dennison DeLeon
Jason Brent Gonzalez
Miguel Gonzalez
Paul Courtney Huck, Jr.
Charles Alan Lawson
Melanie Rose Leitman
Caroline May Poor
Jessica Leighann Slatten
Eugene E Stearns
Michael Beny Valdes
Hon. Lisa S. Walsh

GD

COMPOSITE EXHIBIT "E"

Right of Way Transfer Map





VICINITY MAP N.T.S.

ABBREVIATIONS:

R = RADIUS
A = ARC LENGTH
Δ = CENTRAL ANGLE
SEC. = SECTION
P.B. = PLAT BOOK
PG. = PAGE
STA. = STATION
R/W = RIGHT OF WAY
SUBD. = SUBDIVISION
O.R.B. = OFFICIAL RECORDS BOOK
TR. = TRACT
MAINT. = MAINTENANCE
R.P.B. = ROAD PLAT BOOK
D.B. = DEED BOOK
N.T.S. = NOT TO SCALE
LT. = LEFT
RT. = RIGHT

SURVEYOR'S NOTES:

1. Topography not shown, this is not a Boundary Survey.

2. Corner lot radii are 25 feet, unless otherwise noted.

3. Bearings shown hereon are based on the Metropolitan Dade County Public Works Dept. Engineering Services Division, Survey Section Map of Township 52 South, Range 40 East as being on an assumed bearing of North 89°41'34" East along the south line of the Southwest 1/4 of Section 20-52-40.

CERTIFICATE: ROAD TRANSFER OF A PORTION OF N.W. 138 STREET, PORTIONS LYING IN HIALEAH AND HIALEAH GARDENS, MIAMI-DADE COUNTY, FLORIDA:

This right of way map when recorded is an instrument of conveyance, transferring in accordance with Florida Statutes 337.29 (3) all right, title and interest of Miami-Dade County, Florida in the road, street, highway set forth on this map to Metro-Dade Expressway Authority;

RESERVING UNTO GRANTOR (Miami-Dade County) its successors or assigns, a perpetual flow rights easement located within the 40 foot wide easement area as shown hereon; Grantee (MDX) shall have the right to cross said flow rights easement with a roadway facility, provided that Grantee's use does not interfere Grantor's rights reserved hereunder, and that the flow of water between the canal to the North of NW 138 Street and the canal to the South of NW 138 Street is adequately maintained by a culvert, pipes, or a bridge which adequacy shall be determined in Grantor's reasonable discretion; said culvert, pipes or bridge improvements to be the property and maintenance responsibility of the Grantee.

Recorded in the Public Records of Miami-Dade County, Florida, this _____ day of _____, A.D. 20__, in Plat Book _____, Page _____.

The foregoing conveyance was approved pursuant to Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted the _____ day of _____, 20___.

_____
Harvin Ruvin
Clerk of the Courts
Miami-Dade County, Florida

EXHIBIT A

NOT A SURVEY

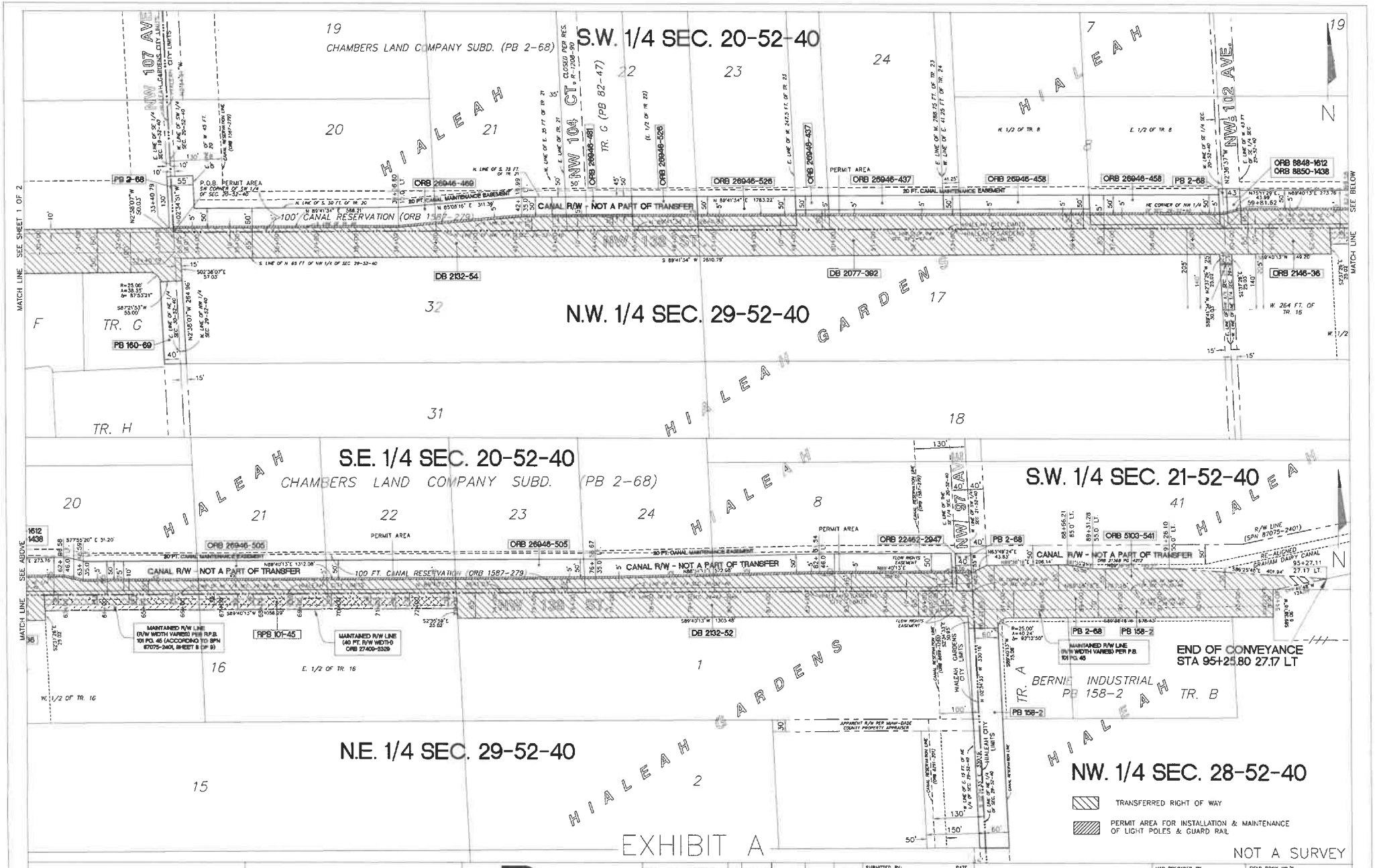
RIGHT OF WAY TRANSFER MAP	MIAMI-DADE COUNTY PUBLIC WORKS DEPT.	MIAMI-DADE	RIGHT-OF-WAY ENGINEERING DIVISION 111 N.W. 1ST ST., 16TH FLR. MIAMI, FL. 33128	REVISION	BY	DATE	CHECKED	BY	DATE	SUBMITTED BY:	DATE
				ESMT & TRANSFER REVISED	SB	11/XX/12	PRELIM	S. BURTON	10/01/10		
				ESMT & TRANSFER REVISED	SB	10/29/12					
				PERMIT AREA ADDED	SB	10/19/12	FINAL	S. BURTON	11/29/10	APPROVED BY	DATE
				CANAL MAINT. ESMT. ADDED	SB	5/16/10					

N.W. 138 Street (Okeechobee Rd. to I-75 On-Ramp)

MAP PREPARED BY: STEVEN A. BURTON, PSM FL REG. NO. 4962 — FIELD BOOK NO.'S

GRAPHIC SCALE:

PROJECT 20070730 — SHEET 1 OF 2



RIGHT OF WAY TRANSFER MAP

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.

RIGHT-OF-WAY ENGINEERING DIVISION
111 N.W. 1ST ST., 16TH FLR.
MIAMI, FL. 33128

REVISION	BY	DATE
ROW & TRANSFER REVISED	SB	11/01/10
ROW & TRANSFER REVISED	SB	11/29/10
PERMIT AREA ADDED	SB	12/19/10
CANAL MAINT. EASMT. ADDED	SB	12/18/10

	BY	DATE
PRELIM	S. BURTON	10/01/10
FINAL	S. BURTON	11/29/10
CHECKED		

SUBMITTED BY: DATE

APPROVED BY DATE

N.W. 138 Street
(Okeechobee Rd. to I-75 On-Ramp)

MAP PREPARED BY
STEVEN B. BURTON, PSM FL. REG. NO. 4962

FIELD BOOK NO.'S

GRAPHIC SCALE:

PROJECT 20070730

SHEET 2 OF 2

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
JUNE 9, 2025

AGENDA ITEM REPORT

[x] **Consent** [ ] Regular [ ] Public Hearing

SENIOR MANAGEMENT SERVICE (SMS) CLASS REINSTATEMENT

REQUESTED ACTION:

- Authorize the Greater Miami Expressway Agency (GMX) to pursue the inclusion of designated senior management positions in the Florida Retirement System's Senior Management Service (SMS) Class as further described in the attached Resolution.

SUMMARY EXPLANATION AND BACKGROUND:

GMX's SMS participation lapsed on July 1, 2023, upon expiration of its prior statutory authority, and reinstatement now requires enabling legislation during the 2026 Regular Session.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

SMS Class membership offers enhanced retirement benefits, which can help the agency recruit and retain experienced professionals for high-level roles that involve significant responsibility and decision-making authority aligning with Legal Standards as depicted in Forida Statutes 121.055 – Senior Management Service Class. By offering competitive retirement benefits, agencies can reduce turnover in critical leadership roles, supporting continuity and institutional knowledge

FISCAL IMPACT:

All related contributions were included in the budget in anticipation of the reinstatement

EXHIBIT ATTACHED:

Resolution No. 25-09

SENIOR MANAGEMENT SERVICE (SMS) CLASS REINSTATEMENT

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-09

AUTHORIZING SENIOR MANAGEMENT SERVICE CLASS INCLUSION

I. PREAMBLE

WHEREAS, the Greater Miami Expressway Agency ("GMX") is a state agency established pursuant to section 348.0304, Florida Statutes, and is eligible to participate in the Florida Retirement System ("FRS"), including through the Senior Management Service ("SMS") Class under section 121.055, Florida Statutes;

WHEREAS, GMX has identified certain senior management positions that satisfy the statutory criteria for SMS designation, including positions that exercise managerial or policymaking authority, serve at the pleasure of the agency without civil service protections, and carry responsibility for personnel, budgetary, or policy matters, consistent with section 121.055(1)(a), Florida Statutes;

WHEREAS, GMX affirms its commitment to remit employer contributions at the SMS Class rate of 32.46%—comprising an 8.56% base rate and a 23.90% unfunded actuarial liability rate—effective July 1, 2024, as provided in sections 121.71(4) and (5), Florida Statutes, and further commits to addressing the 20.89% contribution shortfall from July 1, 2023, through retroactive contributions or compensatory payments, as appropriate;

WHEREAS, GMX's SMS participation lapsed on July 1, 2023, upon expiration of its prior statutory authority, and reinstatement now requires enabling legislation during the 2026 Regular Session; and

WHEREAS, GMX must also assess and, if necessary, fulfill any contractual obligations to former employees whose agreements may incorporate SMS-related terms, as transferred to GMX under section 348.03031(3), Florida Statutes; and

WHEREAS, the GMX Board of Directors is empowered under section 348.0304(4), Florida Statutes, to take such actions as are necessary and appropriate to advance the agency's statutory mission, including the pursuit of SMS Class re-establishment and all related administrative and legislative measures;

NOW, THEREFORE, BE IT RESOLVED BY THE GREATER MIAMI EXPRESSWAY AGENCY BOARD OF DIRECTORS THAT:

II. OPERATIVE CLAUSES

1. The Interim Executive Director is hereby authorized and directed to submit a formal request to the Florida Division of Retirement within ten business days following the June 9, 2025, Board meeting, seeking the inclusion of designated positions in the Senior Management Service Class of the Florida Retirement System, pursuant to section 121.055, Florida Statutes. The

submission shall include all required documentation, including position descriptions, statutory certifications, organizational charts, and a request for written guidance on the permissibility of retroactive contributions dating back to July 1, 2023.

2. GMX certifies that each designated position satisfies the criteria for SMS inclusion under section 121.055(1)(a), Florida Statutes, and affirms its commitment to remit employer contributions at the SMS Class rate of 32.46%, effective July 1, 2024. GMX further commits to addressing the 20.89% contribution shortfall for the period beginning July 1, 2023, using funds credited by the Florida Retirement System, internal reserves, or future legislative appropriations, and authorizes the Interim Executive Director to implement retroactive contributions or compensatory payments, as appropriate.

3. The Board hereby preauthorizes the submission of proposed legislation during the 2026 Regular Session to reestablish GMX's statutory authority for SMS participation and to authorize related retroactive service credit and funding mechanisms. For any SMS-designated position involving investment oversight responsibilities, the Interim Executive Director is further authorized to submit a separate request to the State Board of Administration, in accordance with section 121.055(1)(e), Florida Statutes.

4. GMX shall conduct an internal audit of employment agreements, offer letters, and onboarding materials to identify any contractual obligations relating to SMS participation, including those assumed under section 348.03031(3), Florida Statutes. The Interim Executive Director is authorized to implement equitable remedies for affected individuals, including retroactive contributions or lump-sum payments, in consultation with legal counsel and a qualified tax advisor to ensure compliance with applicable IRS requirements.

5. The Interim Executive Director, with the support of legal counsel, is directed to coordinate with the Division of Retirement, the State Board of Administration, and a qualified legislative lobbyist to secure sponsorship for enabling legislation during the 2026 Session; to draft statutory language consistent with Florida legislative drafting protocols; to maintain clear, timely communications with affected employees; and to administer any escrow arrangements as necessary. A progress report shall be presented to the Board no later than August 15, 2025.

III. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption by the Board of Directors of the Greater Miami Expressway Agency at the duly noticed meeting scheduled for June 9, 2025.

IV. CERTIFICATION AND SIGNATURES

ADOPTED by the Board of Directors of the Greater Miami Expressway Agency on June 9, 2025.

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

Board Member Title/ Name	Vote
Chair Mariana "Marili" Cancio	
Vice Chair Fatima Perez	
Treasurer Rodolfo L. Pages	
Secretary Richard Blanco, Jr.	
Member Daniel Iglesias, P.E.	
Member Edward Pidermann	
Member Stanley Rigaud	

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

_____
Chair

ATTEST:

_____
Board Secretary

APPROVED AS TO FORM:

_____
General Counsel

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[ ] Consent [x] Regular [ ] Public Hearing

APPROVAL OF THE COMBINED SALE OF PARCEL NUMBERS 136, 137, 138, 139B AND 499W (GROUP 2 Parcels) TO THE PROPOSER WITH THE HIGHEST PURCHASE PRICE

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the Highest Purchase Price received for the combined sale of Parcel Numbers 136, 137, 138, 139B and 499W (Parcel Group 2); and authorization to:

- Negotiate final terms and enter into a Vacant Land Contract.
- Execute Contract, Closing Documents, and Statutory Quit Claim Deeds conveying said property per GMX Policy.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

On March 7, 2025, GMX listed Parcel Numbers 136, 137, 138, 139B and 499W (Parcel Group 2) "For Sale" on the Miami Association of Realtors' Multiple Listing Service (MLS) at the GMX Listed Price equal to the Appraised Market Value as determined by an Independent Appraiser and reviewed for compliance with the Standards of Appraisal Practice by a second Independent Appraiser.

The GMX Listed Price and Highest Purchase Price received is summarized in the table below:

Parcel No.	Number of Offers Received	GMX Listed Price (Appraised Value)	Highest Purchase Price Received	Variance
136, 137, 138, 139B & 499W (Parcel Group 2)	1	$1,785,000.00	$1,785,000.00	$0.00
TOTAL		**$1,785,000.00**	**$1,785,000.00**	**$0.00**

GMX received a Florida Association of Realtors' Vacant Land Contract from **Paramount Depot, LLC** and/or assigns, with a Purchase Price of $1,785,000.00. The Contract offer amount is equal to the listed price of $1,785,000.00 based on the last GMX Appraisal Market Value.

APPROVAL OF THE COMBINED SALE OF PARCEL NUMBERS 136, 137, 138, 139B AND 499W (PARCEL GROUP 2) TO THE PROPOSER WITH THE HIGHEST PURCHASE PRICE

Staff requests the approval of the Highest Purchase Price received for the combined sale of Parcel Numbers 136, 137, 138, 139B and 499W; and authorization to:

- Negotiate final terms and enter into a Vacant Land Contract.
- Execute Contract, Closing Documents and Statutory Quit Claim Deeds conveying said property per GMX Policy.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements are not applicable to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

The sale of Parcel Numbers 136, 137, 138, 139B and 499W will generate additional revenue and eliminate the unnecessary maintenance cost associated with these properties.

FISCAL IMPACT:

All revenue generated from the sale of Real Properties shall be considered "System Revenues" and applied as required by Section 7.12 Sale or Disposal of System of the Miami-Dade County Expressway Authority's Amended and Restated Trust Indenture dated June 15, 2002.

EXHIBITS ATTACHED:

Exhibit 1 – GMX Surplus Properties for Sale Offers

Exhibit 2 – Parcel Map Locations (SR 112)

APPROVAL OF THE COMBINED SALE OF PARCEL NUMBERS 136, 137, 138, 139B AND 499W (PARCEL GROUP 2) TO THE PROPOSER WITH THE HIGHEST PURCHASE PRICE

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

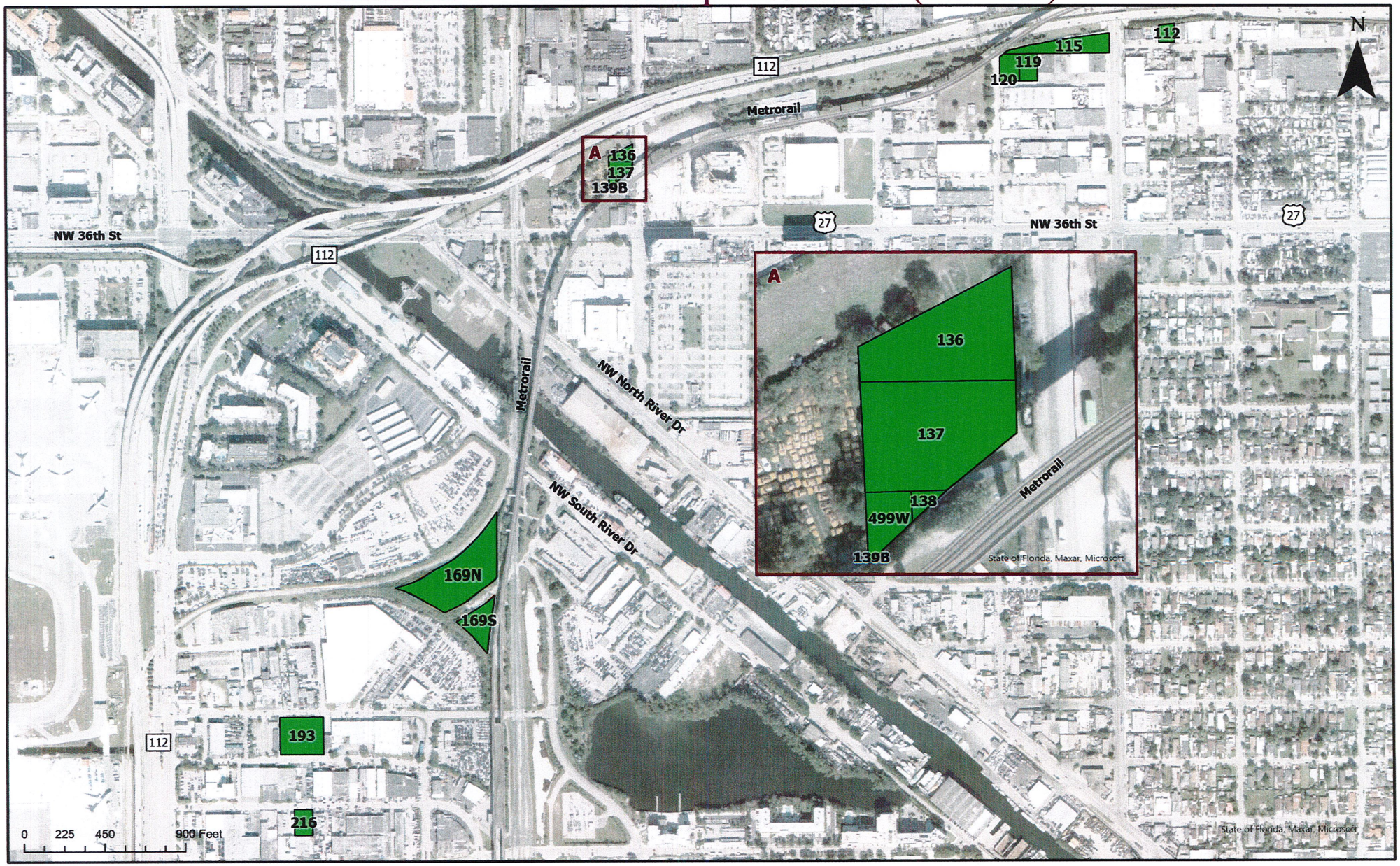
Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

Exhibit 1 - GMX Surplus Properties for Sale Offers

Glass Land Acquisition Service Specialists, Inc.

Parcel #	Folio No.	Property Address	Building Size	Land Size	Last Appraisal Date of Value	Last Appraisal Market Value	Offer Price	Time of Acceptance	Due Diligence Period	Closing Date
136	30-3120-018-0630	NW 37th Avenue	N/A (Vacant Lots Group 2)	23,805 SqFt (Approximately)	10/13/2024	$1,785,000.00				
137	30-3120-018-0610	3642 NW 37th Avenue								
138	30-3120-018-0580	3638 NW 37th Avenue								
139B	30-3120-018-0570	3632 NW 37th Avenue								
499W	30-3120-018-0590	3640 & 3636 NW 37th Avenue								
Paramount Depot, LLC and/or assigns							**$1,785,000.00**	**6/13/2025**	**15 Days**	**30 Days After Due Diligence Period**
						Expected Revenue	**$1,785,000.00**			

Exhibit 2 - Parcel Map Locations (SR 112)



GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[ ] Consent [x] Regular [ ] Public Hearing

APPROVAL OF CONDEMNATION RESOLUTION DECLARING THAT ACQUISITION OF PARCEL NO. 739 WILL SERVE A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF PROJECT 83611 (SR 836 / I-95 INTERCHANGE IMPROVEMENTS)

REQUESTED ACTION:

MOTION TO APPROVE:

Approval of the resolution condemning an Aerial Temporary Easement in the area identified as Parcel No. 739 for the public purpose of facilitating proposed improvements to the ramp from southbound I-95 to the NW 14th Street exit.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

In accordance with the work program Project 83611, GMX is responsible for SR 836/I-95 improvements. This includes the ramp from southbound I-95 to the NW 14th Street exit.

In late 2023, a Miami-Dade County (County) sewer line ruptured and damaged the existing Mechanically Stabilized Earth (MSE) wall along the exit ramp. The County plugged and abandoned the sewer line requiring GMX to change its initial design for the Project resulting in additional costs. County reimbursement is pending; however, GMX remains responsible for maintaining the structural integrity of the exit ramp.

The existing ramp is being widened as part of Project 83611 requiring a new MSE wall for the widened portion. The new MSE wall connection to the existing wall requires a unique design consisting of a driven pile wall system, which includes soil anchors through the proposed embankment and into the existing embankment to harmonize the MSE wall system. In order to provide materials for the driven pile wall, there will be a crane positioned at the public cul-de-sac adjacent to Parcel No. 739. Due to the physical constraints of the public cul-de-sac, some of the delivered materials will need to be lifted over the area of Parcel No. 739 to reach the wall structure. The wall construction is estimated to require nine (9) months.

The Owner of Parcel No. 739 is in the process of developing plans to construct a medical building on the parent tract. However, the plans have not yet been approved by the County and construction has yet to begin.

APPROVAL OF CONDENATION RESOLUTION DECLARING THAT ACQUISITION OF PARCEL NO. 739 WILL SERVE A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF PROJECT 83611 (SR 836 / I-95 INTERCHANGE IMPROVEMENTS)

For over twelve (12) months, the GMX GEC and General Counsel have reached out to the Owner to negotiate a mutually agreeable solution via a License Agreement and coordinate the necessary repairs to the ramp areas to minimize any potential impact or delay to the Owner's project.

Due to the continued unresponsiveness of the Owner to requests made by GMX and in consideration of the GMX Contractor's schedule for the construction of the MSE wall, GMX staff engaged an independent appraiser, Andrew H. Magenheimer, MAI, to provide an appraisal for the value of a nine (9) month Aerial Temporary Easement. The appraised value of the easement is $26,280.00. In accordance with GMX Policy, the appraisal was reviewed by an independent appraiser, Christopher Mafera, who agreed with the original appraised value.

On March 14, 2025, the GMX GEC formally offered to pay the full appraised value to the Owner in exchange for the Aerial Temporary Easement. The Owner acknowledged that the plans for the medical office building had not been fully approved by the County and preferred that the GMX execute a License Agreement for the aerial rights. However, at this time the Owner has not executed the License Agreement.

Without a written License Agreement executed by the Owner, GMX's only legal option is to file a condemnation lawsuit in Miami-Dade Circuit Court to obtain an Order of Taking court order granting GMX the Aerial Temporary Easement and/or a mandatory injunction to complete construction of the proposed improvements. Such a condemnation lawsuit cannot proceed, however, without a Condemnation Resolution approved by the GMX Board. Staff is requesting Condemnation Resolution approval.

SMALL AND LOCAL BUSINESS PARTICIPATION:

Small and Local Business Participation Requirements do not apply to this item.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

The resolution will enable GMX to file a Condemnation Lawsuit in Miami-Dade Circuit Court to obtain an Aerial Temporary Easement and/or a mandatory injunction to complete construction of the proposed improvements.

FISCAL IMPACT:

GMX will incur litigation expenses for GMX, plus reasonable statutory fees and legal costs of the Owner. GMX is also required by statute to compensate the Owner for the full value or the final negotiated price of the Aerial Temporary Easement to be acquired (appraised at $26,280.00).

APPROVAL OF CONDENATION RESOLUTION DECLARING THAT ACQUISITION OF PARCEL NO. 739 WILL SERVE A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF PROJECT 83611 (SR 836 / I-95 INTERCHANGE IMPROVEMENTS)

EXHIBITS ATTACHED:

Exhibit 1 – Resolution for Project 83611 No. 25-07

Exhibit 2 –Parcel No. 739 Appraisal and Appraisal Review Statement

Exhibit 3 – GMX Offer Package to Owner dated March 14, 2025, including General Counsel correspondence, Right-of-Way Manager's correspondence, Notice to Owner, proposed temporary aerial easement, boundary & topographic survey

APPROVAL OF CONDENATION RESOLUTION DECLARING THAT ACQUISITION OF PARCEL NO. 739 WILL SERVE A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF PROJECT 83611 (SR 836 / I-95 INTERCHANGE IMPROVEMENTS)

Authorized by: _____ Date: 6/2/25

Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
RESOLUTION NO. 25-07

A RESOLUTION OF THE BOARD OF THE GREATER MIAMI EXPRESSWAY AGENCY (GMX) DECLARING THAT ACQUISITION OF PARCEL NO. 739 WILL SERVE A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF PROJECT 83611 (SR 836 / 1-95 INTERCHANGE IMPROVEMENTS); AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND ALL OTHERS ACTING ON HIS BEHALF TO ACQUIRE PARCEL NO. 739 THROUGH NEGOTIATED CONVEYANCE OR EMINENT DOMAIN; AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND ALL OTHERS ACTING ON HIS BEHALF TO TAKE SUCH FURTHER ACTIONS AS ARE REASONABLY NECESSARY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 348.0304 created and established a body politic and corporate, an agency of the state, known as the Greater Miami Expressway Agency ("GMX");

WHEREAS, Florida Statutes § 348.03031 transferred all assets, employees, contracts, rights, and liabilities previously owned or controlled by the dissolved predecessor agency, the Miami-Dade County Expressway Authority ("MDX"), to GMX;

WHEREAS, the MDX Board on December 9, 2014 adopted Resolution No. 14-04, which declared that construction of Project 83611 (SR 836 / l-95 Interchange Improvements) would serve a public purpose by improving operational conditions, correcting safety deficiencies, increasing capacity and enhancing access to the adjacent local street network;

WHEREAS, MDX Resolution No. 14-04 also declared that to construct Project 83611 along a preferred route and through a recommended configuration,

it is necessary to acquire interests in real property pursuant to the Miami-Dade Expressway Authority Property Acquisition Policy and in accordance with Chapter 348, Part I, Florida Statutes; and

WHEREAS, pursuant to the delegation of authority in Resolution No. 14-04, and in accordance with Section 348.0008, Florida Statutes, and the GMX Real Property Acquisition Policy, GMX's Interim Executive Director and others acting on his behalf have identified a specific parcel of real property, and specific estates of said parcel, and have determined that the acquisition of an Aerial Temporary Easement would serve a public purpose and is necessary for construction of Project 83611 along the preferred route and through a recommended configuration.

NOW, THEREFORE, BE IT RESOLVED BY THE GREATER MIAMI EXPRESSWAY AGENCY:

Section 1: The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: It is declared that acquisition of Parcel No. 739 will serve a public purpose, to wit: improving operational conditions, correcting safety deficiencies, increasing capacity and enhancing access to the adjacent local street network; it is further declared that to construct Project 83611 along the preferred route and through a recommended configuration, it is necessary to acquire, through negotiated conveyance or the power of eminent domain, an Aerial Temporary Easement in Parcel No. 739, which is described in Exhibit "A" attached.

Section 3: The Interim Executive Director and all others acting on his behalf are authorized to acquire Parcel No. 739 through negotiated conveyance and to initiate eminent domain proceedings or other appropriate legal action pursuant to Chapters 73 and 74, Florida Statutes, and Chapter 348, Part I, Florida Statutes, by filing petitions, pleadings, affidavits, declarations of taking, and all other documents authorized by Florida Statute or rule of court.

Section 4: The Interim Executive Director and all others acting on his behalf are authorized to take further actions as reasonably necessary to fully accomplish the purposes hereinabove directed.

Section 5: If any Section, paragraph, clause, or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this

Resolution shall continue in full force and effect, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Section 6: This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions herein are superseded.

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The foregoing Resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Chair Mariana Cancio	-
Vice Chair Fatima Perez	-
Treasurer Rodolfo L. Pages	-
Member Richard Blanco Jr.	-
Member Daniel Iglesias, P.E.	-
Member Edward Pidermann	-
Member Stanley Rigaud	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

Greater Miami Expressway Agency
(GMX)

By:_____
Maria Luisa Navia Lobo
GMX Board Secretary

EXHIBIT 1
MDX Resolution for Project 83611

CFN 2015R0029068
OR Bk 29465 Pgs 4115 - 4118; (4pgs)
RECORDED 01/13/2015 10:36:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE EXPRESSWAY AUTHORITY
RESOLUTION NO. 14-04

A RESOLUTION OF THE BOARD OF THE MIAMI-DADE EXPRESSWAY AUTHORITY DECLARING THAT IN ORDER TO CONSTRUCT PROJECT 83611 (SR 836 / I-95 INTERCHANGE IMPROVEMENTS) ALONG A PREFERRED ROUTE AND THROUGH A RECOMMENDED CONFIGURATION, IT IS NECESSARY TO ACQUIRE INTERESTS IN REAL PROPERTY PURSUANT TO THE MIAMI-DADE EXPRESSWAY AUTHORITY PROPERTY ACQUISITION POLICY AND IN ACCORDANCE WITH CHAPTER 348, PART I, FLORIDA STATUTES; DECLARING THAT CONSTRUCTION OF PROJECT 83611 WILL SERVE A PUBLIC PURPOSE BY IMPROVING OPERATIONAL CONDITIONS, CORRECTING SAFETY DEFICIENCIES, INCREASING CAPACITY, AND ENHANCING ACCESS TO THE ADJACENT LOCAL STREET NETWORK; AUTHORIZING THE EXECUTIVE DIRECTOR AND ALL OTHERS DESIGNATED TO ACT ON HIS BEHALF TO ACQUIRE INTERESTS IN REAL PROPERTY THROUGH NEGOTIATED CONVEYANCE OR EMINENT DOMAIN; AUTHORIZING THE EXECUTIVE DIRECTOR AND ALL OTHERS DESIGNATED TO ACT ON HIS BEHALF TO CONTRACT WITH EXPERT WITNESSES AND CONSULTANTS AND TO TAKE SUCH FURTHER ACTIONS AS ARE REASONABLY NECESSARY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade Expressway Authority ("MDX") is a body politic and corporate, a public instrumentality, and an agency of the State of Florida established under the Florida Expressway Authority Act, as amended ("Act"), and Ordinance No. 94-215, adopted on December 13, 1994 by the Board of County Commissioners of Miami-Dade County; and

WHEREAS, through its adoption of the Act, the Florida Legislature enacted Part I of Chapter 348, Florida Statutes ("Part I"), declaring that there is a public need for the rapid construction of safe and efficient transportation facilities and providing a mechanism to effectuate construction of such transportation facilities; and

WHEREAS, as an expressway authority created and established under the Act, MDX may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of the purposes described in Part I; and

WHEREAS, Part I authorizes MDX to acquire, hold, construct, improve, maintain, operate, and own an expressway system, and to construct additional expressways for the purpose of expanding and improving the expressway system which it currently operates; and

WHEREAS, MDX maintains a five-year work program to identify and prioritize expansion and capacity improvement projects that it anticipates funding over the next five years, and it periodically evaluates and modifies specific projects that are included in a Five-Year Transportation Improvement Program ("TIP"); and

WHEREAS, MDX approved in February 2014 a Fiscal Year 2015-2019 Work Program, which incorporates the current TIP and designates Project 83611 (SR 836 / I-95 Interchange Improvements; "Project 83611") as an existing system improvement project to widen roadways and reconstruct bridges, modify interchanges, and upgrade other corridor components to current design standards; and

WHEREAS, in conjunction with transportation consultants and through public / agency coordination, FDOT, in partnership with MDX, prepared a Project Development and Environment study ("PD&E") for Project 83611, and after public inspection and public hearing, approved it for the purpose of improving operational conditions, correcting safety deficiencies, increasing capacity, and enhancing access along the eastern 1.8 mile portion of the SR 836 corridor; and

WHEREAS, the PD&E contains a comprehensive analysis of the real property impacts associated with alternate routes and configurations, and designates a preferred route and recommended configuration for construction of Project 83611; and

WHEREAS, in March 2014, MDX adopted a Property Acquisition Policy, which authorizes it to acquire any interest in real property that it deems necessary for the fulfillment of project goals, and delegates authority to the Executive Director, or his designee, to acquire real property under Section 348.0008 ("Acquisition of Lands and Property"), Florida Statutes, through negotiated conveyance or the power of eminent domain; and

WHEREAS, it is necessary for MDX to exercise its authority under Part I to acquire interests in real property at specific locations for the purpose of constructing Project 83611 along a preferred route and through a recommended configuration to improve operational conditions, correct safety deficiencies, increase capacity, and enhance access along the eastern 1.8 mile portion of the SR 836 corridor.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI-DADE EXPRESSWAY AUTHORITY:

Section 1: The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: It is declared that it is necessary to acquire, through negotiated conveyance or the power of eminent domain, interests in real property for construction of Project 83611 along a preferred route and through a recommended configuration to widen roadways and reconstruct bridges, modify interchanges, and upgrade other corridor components to current design standards. It is further declared that such acquisitions serve

a public purpose, to wit: to improve operational conditions, correct safety deficiencies, increase capacity, and enhance access along the eastern 1.8 mile portion of the SR 836 corridor.

Section 3: The Executive Director and all others designated to act on his behalf are authorized to acquire interests in real property in accordance with MDX's Property Acquisition Policy, and to initiate eminent domain proceedings pursuant to Florida Statute Chapters 73 and 74, and Part I, and to file petitions, pleadings, affidavits, declarations of taking, and any other documents authorized by Florida Statute or rule of court to acquire interests in real property for construction of Project 83611.

Section 4: The Executive Director and all others designated to act on his behalf are authorized to contract with engineers, real estate appraisers, title examiners, counsel, and other expert witnesses and consultants in connection with efforts to acquire interests in real property.

Section 5: The Executive Director and all others designated to act on his behalf are authorized to take such further actions as are reasonably necessary to fully accomplish the purposes hereinabove directed.

Section 6: If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Section 7: This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions herein are superseded.

The foregoing Resolution was offered by Board Member Louis V. Martinez,Esq., who moved its adoption. The motion was seconded by Board Member Gus Pego, P.E., and upon being put to vote, the votes were as follows:

Member Carlos R. Fernandez-Guzman	-absent
Member Alfredo J. Gonzalez, Esq.	-aye
Member Robert W. Holland, Esq.	-absent
Member Louis V. Martinez, Esq.	- aye
Member Gus Pego, P.E.	- aye
Member Rick Rodriguez-Piña	- aye
Member Shelly Smith Fano	- aye
Member Javier L. Vázquez, Esq.	- aye
Member Luz Weinberg	-absent
Vice Chair Maurice A. Ferré	- aye
Chair Maritza Gutiérrez	- aye

The Chairperson thereupon declared the Resolution duly passed and adopted this 9th day of December, 2014.

Miami-Dade Expressway Authority
(MDX)

By: _____
MariaLuisa Navia Lobo
MDX Secretary

MIAMI-DADE EXPRESSWAY AUTHORITY
MIAMI-DADE COUNTY FLORIDA
MDX

EXHIBIT 2
Parcel No. 739 Appraisal and Appraisal Review Statement

SLACK
JOHNSTON
MAGENHEIMER
REAL ESTATE APPRAISERS & CONSULTANTS

7245 SW 87 Avenue, Suite 300
Miami, Florida 33173

APPRAISAL OF REAL PROPERTY

GMX Project: 83611
Road: State Road 836
County: Miami-Dade
Parcel No.: 739

Parent Tract
800 NW 15 Street
Miami, Miami-Dade County, Florida 33136

PROPERTY OWNER
800 Medical Tower, LLC
801 N. Federal Highway, Suite 221
Hallandale Beach, Florida 33009

Appraisal Report
Effective Date: February 18, 2025
SJM File: 25350

PREPARED FOR
Mr. Richard R. Glass, SR/WA
Glass Land Acquisition Service Specialists, Inc.
6401 SW 87 Avenue, Suite 112
Miami, Florida 33173

SLACK
JOHNSTON
MAGENHEIMER
REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902 - 1992)
THEODORE C. SLACK, MAI
(1931 - 2015)
SUE BARRETT SLACK, MAI
(RETIRED)

March 11, 2025

Mr. Richard Glass, SR/WA
Glass Land Acquisition Service Specialists, Inc.
6401 SW 87 Avenue, Suite 112
Miami, Florida 33173

Re:	Parcel No.:	739
	GMX Project:	83611
	Road:	State Road 836
	Property:	800 NW 15 Street, Miami, Florida
	Property Owner:	800 Medical Tower, LLC
	SJM File:	25350

Dear Mr. Glass:

At your request, we have prepared an appraisal report of the above referenced property. The purpose of the appraisal is to provide an estimate of the market value of a temporary easement (Parcel 739), and any damages which might occur to the remaining property, for the purposes of establishing a "good faith estimate" amount for deposit and issuance of the statutory first settlement offer, as of February 18, 2025, being the date of valuation and last visit to the property.

The parent tract consists of a vacant parcel of land located at the southwest corner of NW 15 Street and NW 8 Avenue in the Healthcare District neighborhood of the City of Miami. The property address is 800 NW 15 Street, Miami Florida. The property was previously improved with a two-story office building that was constructed in 1961 that has recently been demolished to permit redevelopment of the site. Currently, the owners have submitted plans for an office building on the parent tract which was considered in our analysis. Based on the Miami-Dade County Property Appraiser's records, the parent tract is an irregularly shaped site containing approximately 20,656 square feet (0.474 acre). The site has a land use designation of Major Institutional, Public Facilities, Transportation and Utilities with an HD/HDRAC overlay and a zoning classification of CI-HD (Health District). The parent tract is owned by 800 Medical Tower, LLC.

SLACK, JOHNSTON & MAGENHEIMER, INC.
7245 SW 87 AVENUE, SUITE 300, MIAMI, FLORIDA 33173
TELEPHONE (305) 670-2111 • EMAIL: INFO@SJMIAMI.COM • WEBSITE: SJMIAMI.COM

The Greater Miami Expressway Agency (GMX) proposes to acquire a temporary easement (Parcel 739) for a term of 9 months to facilitate an emergency repair to State Road 836 Ramp K that is located adjacent to the south of the parent tract. Parcel 739 is a mostly rectangular parcel located in the vicinity of the southeast corner of the parent tract. Parcel 739 contains 996 square feet (0.023 acre). The acquisition area consists of land and site improvements. Site improvements within the area to be encumbered by the easement includes fencing. According to proposed easement, GMX will repair damage caused by their use of the easement.

Taking into account the size, location, duration and use of the easement, the proposed acquisition is not considered to adversely affect the function of the remainder parcel based on the assumption that the temporary use of Parcel 739 will not impact the redevelopment of the parent tract. As such, the acquisition of Parcel 739 is not considered to result in any permanent severance damages to the remainder parcel and complete before and after valuations were not considered to be required. This appraisal includes an estimate of the land value of the property being acquired (Parcel 739). As an independent site, Parcel 739 is not considered functional/sufficient to permit development and, therefore, has been analyzed as part of the parent tract.

The appraisal report states our opinion of market value of the subject property, subject to various assumptions and limiting conditions contained in this appraisal report. The property visit and analyses that form the basis of our valuation have been performed by the undersigned. The appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation, Chapter 475, Part II, F.S., and the requirements of the State of Florida for state-certified appraisers. It is also intended to comply with the Supplemental Standards of Appraisal of The Florida Department of Transportation (SSAFDOT).

Richard R. Glass, SR/WA
March 11, 2025

Based on our investigation and analysis, we have formed the opinion that the market value of the temporary easement to be acquired (Parcel 739), and any damages which might occur to the remaining property for the purposes of establishing a "good faith estimate" amount for deposit and issuance of the statutory first settlement offer, as of February 18, 2025, was as follows:

Parcel 739	
Land (Easement)	$26,280
Site Improvements	$ 0
Net Damages and/or Cost to Cure	$ 0
Total	$26,280

The following report contains the results of our investigations and the explanation of the approaches to value.

Respectfully submitted,

SLACK, JOHNSTON & MAGENHEIMER, INC.

Andrew H. Magenheimer, MAI
Cert. Gen. RZ1073

INTRODUCTION AND PREMISE OF THE APPRAISAL

100 CERTIFICATE OF VALUE

GREATER MIAMI EXPRESSWAY AGENCY

GMX Project No.: 83611
State Road: S/R 836
County: Miami-Dade
Parcel No.: 739

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the indeed use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those names herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a transportation facility to be constructed with Greater Miami Expressway Agency (GMX) funds or other Federal or State funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the finding or results of this appraisal to anyone other than the proper officials of the Greater Miami Expressway Agency (GMX) and I will not do so until authorized by GMX officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summarized, charts and other exhibits collected or prepared under this agreement shall become the property of GMX without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 18th day of February, 2025 is: $26,280, which is allocated as follows:

LAND (EASEMENT)	$26,280	LAND AREA: (Ac/SF)	0.023 Ac/996 SF
IMPROVEMENTS	$ 0	Land Use (HABU as vacant):	Office/Institutional
NET DAMAGES &/OR COST TO CURE	$ 0		
TOTAL	$26,280		

March 11, 2025
DATE

Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

ADDENDA TO CERTIFICATE OF VALUE

I certify that, to the best of my knowledge and belief, …

- Christopher W. LaPlant, CERT. GEN. RZ1494, provided assistance with the property visit, sales research and confirmation, report graphics and preparation.

- Carlos Marin, AIA of Carlos Marin & Associates provided assistance concerning the planned development of the parent tract.

- The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission and the requirements of the Appraisal Institute relating to review by its duly authorized representative.

- as of the date of this report, Andrew H. Magenheimer, has completed the continuing education program for Designated Members of the Appraisal Institute.

SLACK, JOHNSTON & MAGENHEIMER, INC.

Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

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115 QUALIFYING AND LIMITING CONDITIONS

The appraisal is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers' agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.

5. All engineering and surveying are assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.

12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.

13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.

14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.

16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.

17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared.

Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.

Acceptance or use of this report constitutes acceptance of the preceding conditions.

Appraisal Assumption

18. This appraisal is based on the assumption that the temporary use of Parcel 739 will not impact the redevelopment of the parent tract.

120 SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal:	Estimate of market value
Property Rights Appraised:	Temporary easement
Project:	State Road 836 (83611)
Type of Acquisition:	Partial – Temporary Easement
Parcel Number:	739
Property Type/Present Use:	Vacant Land
Property Location:	800 NW 15 Street Miami, Florida 33136
Census Tract No.:	30.01 (2010)
Owner of Record & Address:	800 Medical Tower, LLC 801 N. Federal Highway, Suite 221 Hallandale, Florida 33009
Land Area:	
Parent Tract	20,656 SF; 0.474 Acre
Easement Acquired (Parcel 739)	996 SF; 0.023 Acre
Remainder Tract	20,656 SF; 0.474 Acre
	The part to be acquired is a temporary easement; therefore, there is no reduction in the size of the remainder tract.
Shape:	The parent tract irregularly shaped and the easement parcel is mostly rectangular.
Access:	The parent tract has a corner location with frontage on NW 15 Street and NW 8 Avenue. At this location, NW 15 Street is a one-lane traffic circle. NW 8 Avenue is a two-lane road terminating with a cul-de-sac adjacent to the parent tract. Vehicular access to the parent tract is via a driveway from NW 8 Avenue.

Building Data:	Not Applicable
Site Improvements:	Site improvements within the parent tract include fencing.
Utilities:	All available to the property.
Flood Insurance:	Zone X
Land Use:	Major Institutional, Public Facilities, Transportation and Utilities with an HD/HDRAC overlay; City of Miami
Zoning:	CI-HD (Health District); City of Miami
Highest and Best Use:	
As Vacant	Optimum sized institutional/office development.
Property Assessed Value (2024):	
Folio Number	01-3135-060-0020
Land	$1,652,480
Improvements	$ 6,604
Total	$1,659,691
Real Estate Taxes:	$33,249.94
Inspection Dates:	February 18, 2025
Type of Report:	Narrative Appraisal Report
Date of Value Estimate:	February 18, 2025
Date of Report:	March 11, 2025
Market Value Estimate:	
Land (Easement)	$26,280
Site Improvements (1)	$ 0
Net Damages and/or Cost to Cure	$ 0
Total	$26,280

AERIAL PHOTOGRAPH OF THE PARENT TRACT

Note: For illustrational purposes only – not to scale. Building has been demolished.

130 TYPE OF REPORT FORMAT

This is a narrative appraisal report.

140 PURPOSE, INTENDED USE AND INTENDED USER OF THE APPRAISAL

We were retained by the Greater Miami Expressway Agency (GMX) to prepare an appraisal for the purpose of developing and reporting an opinion of market value of a temporary easement being acquired and any damages which might occur to the remaining property for the purposes of establishing a "good faith estimate" amount for deposit and issuance of the statutory first settlement offer, as of the date of valuation. The intended use of an acquisition appraisal is for the client to use as a basis for establishing Recommended Compensation, as applicable, of the whole property, the property to be acquired, the remainder property, the damages and special benefits, if any, for acquisition by the GMX in connection with the emergency repair to State Road 836 Ramp K. The client and intended user of the appraisal are Glass Land Acquisition Service Specialists, Inc. Additional intended users also include the GMX. There are no other intended uses or intended users of this report

150 DEFINITION OF MARKET VALUE

The definition of market value, which is defined by Florida Department of Transportation based on Florida case law (State Road Dept. v Stack, 231 So.2d 859 FL 1st DCA 1969), is as follows:

> "Value' as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied".

Typically, the willing buyer and willing seller test includes consideration of the following:

1. A fair sale resulting from fair negotiations.

2. Neither party acting under compulsion of necessity (this would typically eliminate forced liquidation or sale at auction).

3. Both parties having knowledge of all relevant facts.

4. A sale without peculiar or special circumstances.

5. A reasonable time to find a buyer.

160 PROPERTY RIGHTS (INTEREST) APPRAISED

The parent tract consists of a vacant parcel of land. It is our understanding that the parent tract is planned for redevelopment. No occupancy or lease information was provided. The part to be acquired represents a temporary easement.

The interest being appraised is the fee simple estate, subject to a temporary easement. The definition of fee simple estate, market rent, easement and temporary easement as defined in the Dictionary of Real Estate Appraisal, Seventh Edition, as published by the Appraisal Institute, is as follows:

Fee Simple Estate is an "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Easement is "the right to use another's land for a stated purpose."

Temporary Easement is "an easement granted for a specific purpose and applicable for a specific time period."

Market Rent is "the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs)."

175 SCOPE (Extent of Process of Collecting, Confirming, and Reporting Data)

The scope of this appraisal report is defined by the purpose, which is to provide an estimate of the market value of a temporary easement (Parcel 739) on a small portion (4.8%) of the parent tract and any damages, which might occur to the remaining property as of the date of valuation.

The scope of this assignment included a visit to the property. On February 10, 2025, a certified letter was sent to Salmon Sutton-Hamui, Registered Agent for the property owner, notifying him of the appraisal and scheduling a visit of the property. The property owner's representative did not respond to our letter. The parent tract and easement area were visited on February 18, 2025 and the appraiser was accompanied by and his associate Christopher W. LaPlant.

In this appraisal, we consulted with Carlos Marin, AIA of Carlos Marin & Associates, an architect and planner, who provided assistance concerning the planned development of the parent tract. Information provided by the client included a legal description of the acquisition area, a sketch to accompany the legal description and a title report. The easement language was also provided.

Parent Tract

The parent tract consists of a vacant parcel of land located at the southwest corner of NW 15 Street and NW 8 Avenue in the Healthcare District neighborhood of the City of Miami. The property address is 800 NW 15 Street, Miami Florida. The property was previously improved with a two-story office building that was constructed in 1961 that has recently been demolished to permit redevelopment of the site. Currently, the owners have submitted plans for an office building on the parent tract which was considered in our analysis. Based on the Miami-Dade County Property Appraiser's records, the parent tract is an irregularly shaped site contains approximately 20,656 square feet (0.474 acre). The site has a land use designation of Major Institutional, Public Facilities, Transportation and Utilities with an HD/HDRAC overlay and a zoning classification of CI-HD (Health District).

Acquisition Area - Parcel 739

The Greater Miami Expressway Agency (GMX) proposes to acquire a temporary easement (Parcel 739) for a term of 9 months to facilitate an emergency repair to State Road 836 Ramp K that is located adjacent to the south of the parent tract. Parcel 739 is a mostly rectangular parcel located in the vicinity of the southeast corner of the parent tract containing 996 square feet (0.023 acre) that represents 4.8% of the parent tract. The acquisition area consists of land and site improvements. Site improvements within the area to be encumbered by the easement includes fencing. According to proposed easement, GMX will repair damage caused by their use of the easement.

Taking into account the size, location, duration and use of the easement, the proposed acquisition is not considered to adversely affect the function of the remainder parcel based on the assumption that the temporary use of Parcel 739 will not impact the redevelopment of the parent tract. As such, the acquisition of Parcel 739 is not considered to result in any permanent severance damages to the remainder parcel and complete before and after valuations were not considered to be required.

As an independent site, Parcel 739 is not considered functional or sufficient in size to permit development; therefore, in our estimate of value for the subject property, we have estimated the unencumbered fee simple market value of the subject property as part of the larger parent tract. The fee simple land value per square foot of the subject parcel is considered to be the same as the parent tract.

In our estimate of value for the subject property, we estimated the unencumbered fee simple market value of the subject property as part of the larger parent tract.

Subsequent to the analysis of the available data, an estimation of the highest and best use of the parent tract, as of the date of valuation and under current market conditions, was made. It involves a review of the physically possible, legally permissible and economically feasible uses to which the property could be put as though vacant.

After estimating the highest and best use, we considered the appropriate valuation methods. The appraisal process includes three basic approaches to value. These are the income, sales comparison, and cost approaches. The application of these approaches is determined by the type of property being appraised, as well as the scope of the valuation assignment.

Our research and analysis began with a search for sales of temporary easements. Based on our research, there are limited transactions and a direct comparison was not feasible. The scope of this analysis includes an estimate of the present value of a lump sum payment of the market rent for the land to be encumbered by the easement over the easement term.

The next step in the valuation of the temporary easement was to estimate market rent for the easement area. Annual market land rent can be estimated based on direct comparison with other rentals of similar parcels, or by capitalization of the fee simple land value. Based on our research, there is insufficient market data to compare land rentals in this market area; therefore, we have estimated annual market rent for the easement area based on the capitalized fee simple land value. It was noted, as an independent site, Parcel 739 is not considered functional/sufficient to permit development and Parcel 739 has been analyzed as part of the parent tract.

The fee simple land value of the parent tract was estimated using the sales comparison approach. A search was conducted of recent sales of vacant, similarly zoned sites within the subject's market area for purposes of comparison to the parent tract. The sales included in this report are representative of the best available market data. Research of the selected sales included, to the extent possible, a visual inspection, reviewing the deed and confirming sale details with one or more of the parties to the transaction, or their representatives. Only those sales considered reasonably similar to the parent tract were included, thus reducing the number of adjustments required.

The annual market land rent of the easement area was estimated based on the direct capitalization method based on elements of the income approach to value. The income approach to value was further used to estimate the lump sum single present value of the annual market land rent. As noted, GMX will repair damage caused by their use of the easement and the valuation of the site improvements (i.e., fencing) located in the easement area was not considered to be required.

The final step in our analysis is a reconciliation of the appraisal methods used. The quantity and quality of the data used, and the reliability of their value indications, are the basis for the final conclusion of value.

180 APPRAISAL PROBLEM

Partial Taking [X] Entire Taking [ ] Vacant [ ] Improved [X]

The appraisal problem is to estimate the market value of a temporary easement on a portion of the parent tract and any damages which might occur to the remaining property for the purposes of establishing a "good faith estimate" amount for deposit and issuance of the statutory first settlement offer, as of the date of valuation. The Greater Miami Expressway Agency is proposing to acquire a temporary easement (Parcel 739) for a term of 9 months to facilitate an emergency repair to State Road 836 Ramp K that is located adjacent to the south of the parent tract.

The appraisal problem is to estimate the lump sum present value of the market land rent for the duration of the easement term. The market rent for the easement area was estimated and discounted to a lump sum using elements of the sales comparison and income approaches to value.

As noted, GMX will repair damage caused by their use of the easement and the valuation of the site improvements (i.e., fencing) located in the easement area was not considered to be required.

The appraisal problem also considers the effect that the acquisition of the temporary easement will have on the remainder parcel. Taking into account the size, location, duration and use of the easement, the proposed acquisition is not considered to adversely affect the function of the remainder parcel based on the assumption that the temporary use of Parcel 739 will not impact the redevelopment of the parent tract. As such, the acquisition of Parcel 739 is not considered to result in any temporary and/or permanent severance damages to the remainder parcel and complete before and after valuations were not considered to be required.

PRESENTATION OF DATA

200 IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

The parent tract consists of a vacant parcel of land located at the southwest corner of NW 15 Street and NW 8 Avenue in the Healthcare District neighborhood of the City of Miami. The property address is 800 NW 15 Street, Miami Florida. The property was previously improved with a two-story office building that was constructed in 1961 that has recently been demolished to permit redevelopment of the site. Currently, the owners have submitted plans for an office building on the parent tract which was considered in our analysis. Based on the Miami-Dade County Property Appraiser's records, the irregularly shaped site contains approximately 20,656 square feet (0.474 acre). The site has a land use designation of Major Institutional, Public Facilities, Transportation and Utilities with an HD/HDRAC overlay and a zoning classification of CI-HD (Health District). Ownership of the parent tract is held under 800 Medical Tower, LLC.

The following legal description for the parent tract was taken from Exhibit A of the Title Search Report prepared by the National Title and Abstract Company.

Tract B, LESS the West 15 feet, of JACKSON TOWERS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 120, Page 45, of the Public Records of Miami-Dade County, Florida.

220 DESCRIPTION OF AREA AND NEIGHBORHOOD

The parent tract is located within the City of Miami, a municipality of Miami-Dade County. The parent tract is more specifically located in the area known as the Health District. The area was previously known as the Civic Center area. The neighborhood began its roots as a health district with the opening of Jackson Memorial Hospital in 1915 and currently encompasses approximately 153 acres.

The Health District encompasses the area between NW 14 Avenue to the west, Interstate 95 to the east, NW 20 Street to the north and State Road 836 (Dolphin Expressway) to the south. This location is about 1.25 miles northwest of Miami's Central Business District and 4.00 miles east of the Miami International Airport.

As mentioned above, the subject neighborhood is adjacent to State Road 836 and Interstate 95. Expressway access to the subject neighborhood is available via both these limited access expressways. The Metrorail also serves the neighborhood with a station located on NW 12 Avenue near 16 Street.

The Health District is home to the UHealth/University of Miami Health System and Miller School of Medicine. The University of Miami Health System is a network of more than 1,200 physicians practicing in over 100 medical specialties and sub-specialties. The UMs Miller School of Medicine ranks in the top third among U.S. medical schools in total research funding awarded. The University of Miami Hospital is UHealth's flagship acute care hospital. The 560 private-room facility is the only university-owned-and-operated teaching hospital in Florida. Other facilities affiliated with UHealth include Bascom Palmer Eye Institute and Sylvester Comprehensive Cancer Center. Bascom Palmer is ranked as the nation's "Number One" eye hospital for several years seeing more than 250,000 patients and conducting more than 12,000 surgical procedures each year.

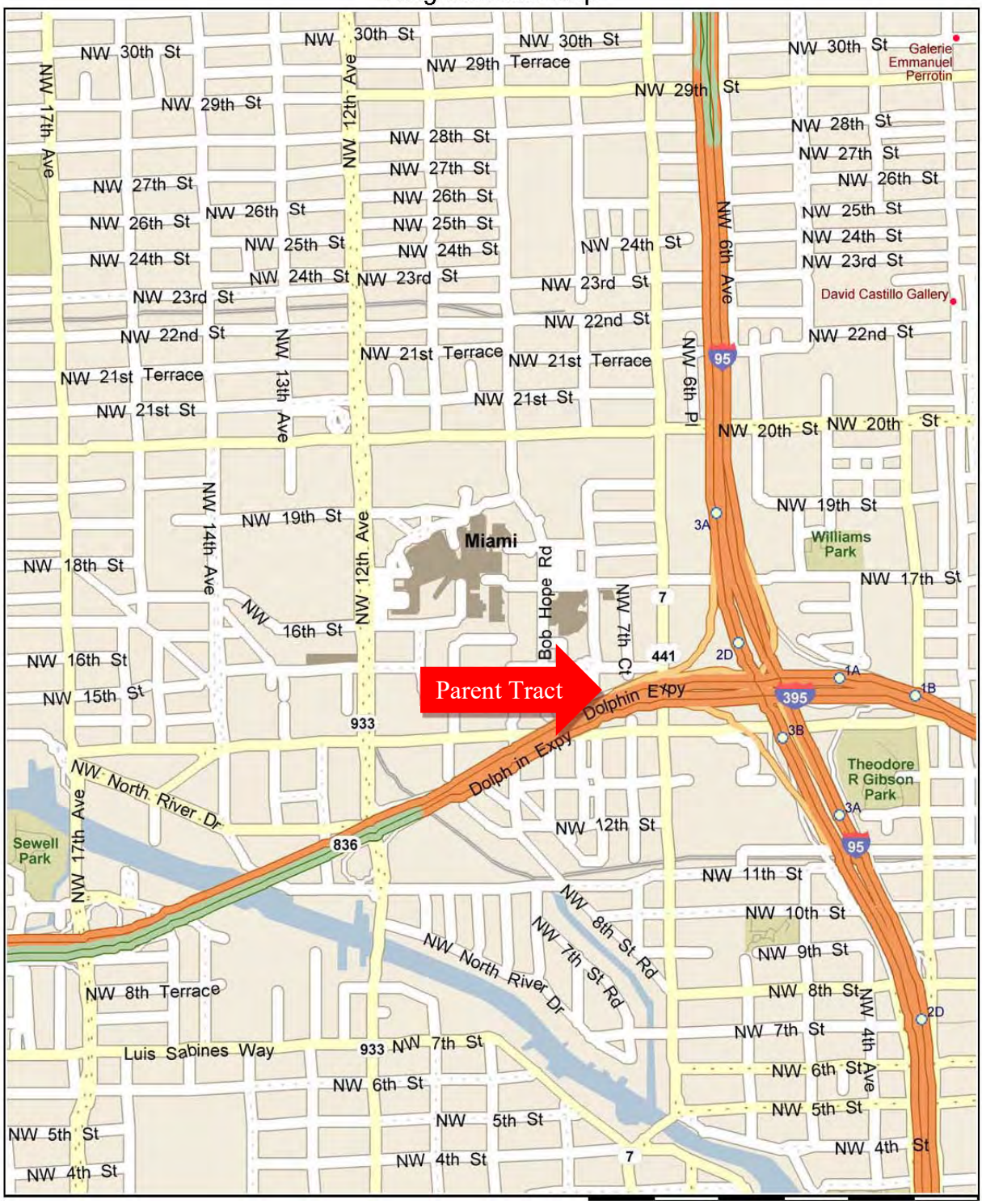
Jackson Memorial Hospital, a non-profit facility, is also located in the Health District and is a teaching hospital for the University of Miami, as well. Jackson is licensed for over 1,500 beds and is also one of two trauma centers in Miami-Dade County. Holtz Children's Hospital, part of the Jackson Health System, is one of the largest children's hospitals in the country and is also located in the Health District.

In addition to the UHealth and Jackson Health facilities, the area is home to Miami VA Healthcare System, Miami-Dade College Medical Campus, Department of Health and Camillus House Campus, National Parkinson Foundation and Children's Home Society and Miami-Dade County Courthouse.

The degree of maintenance of the buildings in the area varies. The buildings range in age from 40 to 50 years old to new.

In summary, the subject neighborhood is developed mostly with governmental and medical related uses. This trend is expected to continue for the foreseeable future with moderate growth due to the physical constraints of land available for development in the area.

Neighborhood Map



SLACK JOHNSTON MAGENHEIMER

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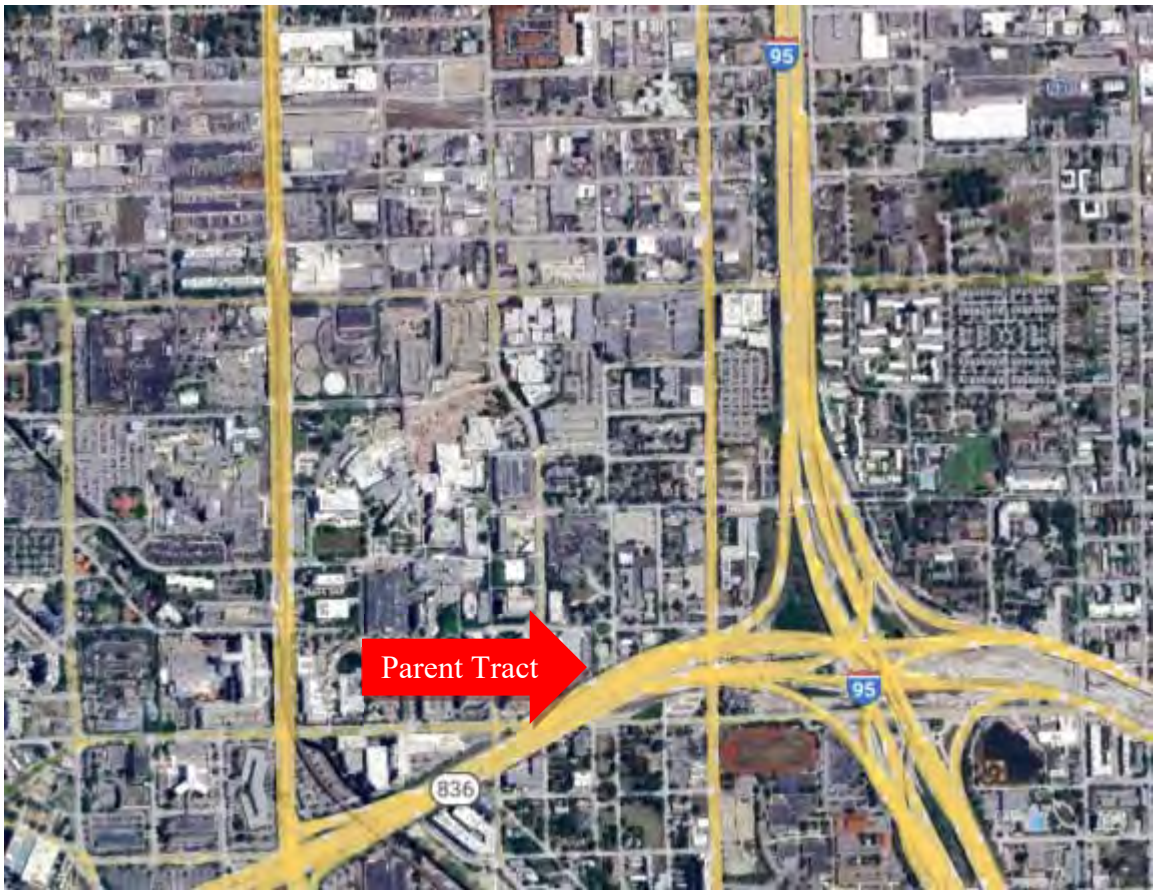
AERIAL PHOTOGRAPH - SUBJECT NEIGHBORHOOD



SLACK JOHNSTON MAGENHEIMER

230 DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES

*Approximate boundaries of parent tract. Not to scale.

Property Type:	Office/institutionally-zoned land
Existing Use:	Vacant
Land Area:	20,656 SF; 0.474 Acre (MDCPA)
Shape:	Irregular shape
Dimensions:	Irregular dimensions

Ingress/Egress:	The parent tract has a corner location with frontage on NW 15 Street and NW 8 Avenue. At this location, NW 15 Street is a one-lane traffic circle. NW 8 Avenue is two-lane road terminating with a cul-de-sac adjacent to the parent tract. Vehicular access to the parent tract is via a driveway from NW 8 Avenue.
Topography:	The site is basically level and at, or near, street grade.
Flood Insurance:	Zone X. Properties in Zone X are in areas determined to be outside the 0.2% annual chance floodplain. National Flood Insurance Community Panel Number 120650 0312 L, dated September 11, 2009.
Drainage:	No indications of drainage problems were noted on the date of the visit.
Soil Characteristics:	No soil report of the property was provided. It is assumed that the subsoil is of sufficient load bearing capacity to support the construction of permanent structures. No evidence of any adverse soil conditions at the site was observed upon our physical visit of the property. The fact that the site was previously improved with a building is proof it is suitable for development.
Utilities on Site:	Utilities to the site include water, sewer, electric and telephone services.
Utilities Available:	All utilities are available to the property.
Buildings:	None
Site Improvements:	Fencing
Easements, Encroachments or Restrictions:	A title search report prepared by National Title and Abstract Company, dated July 23, 2023, was provided for our review. Based on a review of the title report, GMX has a permanent easement

along the southern edge (i.e. 1.45 feet) of the parent tract for the ongoing maintenance of SR 836. There do not appear to be any easements, encroachments, or restrictions that would adversely affect the utilization of the parent tract.

Environmental Study:

An environmental site assessment was not provided for review. This appraisal report is based on the assumption that no conditions exist that would adversely affect the utility or marketability of the property.

Proposed Development:

As noted, the owners of the parent tract are planning to redevelop the parcel. We retained Carlos Marin, AIA of Carlos Marin & Associates to research the status of the planned redevelopment. According to Mr. Marin's research, the owner has submitted building plans to construct a 14-story office building with parking garage and ground floor retail/ commercial space on the parent tract. The building plans are going through the approval process and there are several pending items that remain to be addressed. Mr. Marin has estimated a permit could likely be obtained in 2-5 months.

Based on Mr. Marin's research, a small portion of the proposed building would lie within Parcel 739. As noted, it is assumed that the temporary use of Parcel 739 will not impact the redevelopment of the parent tract.

As noted, GMX has an existing permanent easement located along the southern boundary of the parent tract to facilitate maintenance of the adjacent roadway. It was noted that Mr. Marin reviewed a portion of the building plans that are in the process of review. Based on our review of the existing easement and in-process building plans, it is recommended that GMX confirm that the proposed construction will not create any encroachments of their existing easement rights.

National Flood Hazard Layer FIRMette

FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS
  - Without Base Flood Elevation (BFE) Zone A, V, A99
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES
  - 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/21/2025 at 3:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SLACK JOHNSTON MAGENHEIMER

Photographs of the Parent Tract; Taken on February 18, 2025, by Andrew H. Magenheimer, MAI, Slack, Johnston & Magenheimer, Inc., 7245 SW 87 Avenue, Suite 300, Miami, FL 33173.

1. View of parent tract from and NW 8 Avenue and NW 15 Street.

2. View of parent tract from NW 15 Street.

Photographs of the Parent Tract; Taken on February 18, 2025, by Andrew H. Magenheimer, MAI, Slack, Johnston & Magenheimer, Inc., 7245 SW 87 Avenue, Suite 300, Miami, FL 33173.

3. View of parent tract from NW 15 Street.

4. Additional view of parent tract from intersection of NW 8 Avenue and 15 Street.

Photographs of the Subject Property; Taken on June 18, 2015, by Andrew H. Magenheimer, MAI, Slack, Johnston & Magenheimer, Inc., 7245 SW 87 Avenue, Suite 300, Miami, FL 33173.

5. View of Parcel 739.

6. Additional view of Parcel 739.

Street Scene; Taken on February 18, 2025, by Andrew H. Magenheimer, Slack, Johnston & Magenheimer, Inc., 7245 SW 87 Avenue, Suite 300, Miami, FL 33173.

7. NW 8 Avenue. View looking south – parent tract/subject property on the right.

8. NW 15 Street. View looking east – parent tract on the right.

PHOTO LOG

Note: For illustrational purposes only – not to scale. Building has been demolished.

SLACK JOHNSTON MAGENHEIMER

235 EXISTING TRANSPORTATION FACILITY DESCRIPTION

The parent tract has frontage along the State Road 836 right-of-way. At this location, State Road 836 is an elevated, limited access expressway. The Greater Miami Expressway Agency proposes to acquire a temporary easement on a small portion of the parent tract (Parcel 739) to facilitate an emergency repair to State Road 836 Ramp K that is located adjacent to the south of the parent tract.

PROJECT FACT SHEET | PLANNING

SR 836/Dolphin Expressway Improvements from 17th Avenue Interchange to Just West of the Midtown Interchange

MDX Project No. 83611

Project Overview

Miami-Dade Expressway Authority (MDX) in coordination with the Florida Department of Transportation (FDOT) is reevaluating the Project Development and Environment Study (PD&E) proposing improvements for the SR 836/Dolphin Expressway from the 17th Avenue Interchange, to the SR 836/I-95/I-395 Interchange (Midtown Interchange), just north of Downtown Miami, for a distance of 1.5 miles.

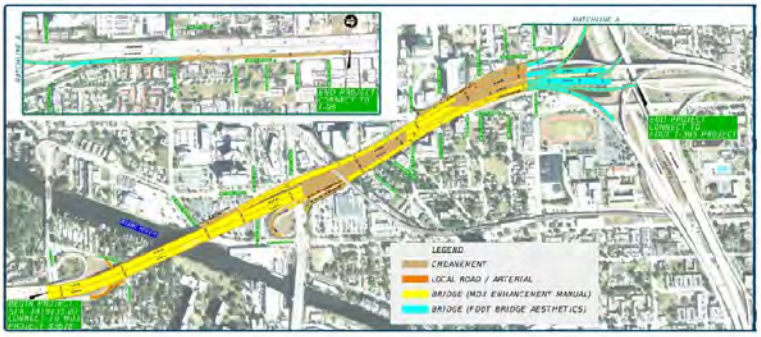
Scope of Work

- Adds capacity to SR 836 mainline by adding a lane in each direction improving mobility and safety
- Includes a new elevated eastbound ramp from NW 12th Avenue for traffic destined to northbound and southbound I-95 and eastbound I-395 separating these movements from the SR 836 mainline to the same destinations, thereby eliminating the traffic operational conflicts that exist today between mainline traffic and ramp traffic movements.
- Includes a new elevated ramp from southbound I-95 to westbound SR-836 with an additional exit at NW North River Drive which eliminates the traffic operational conflicts between the westbound SR 836 exit to NW 12th Avenue and the I-95 southbound entrance to westbound SR 836.
- Pavement restoration within project limits
- Upgrades to existing bridges and replacement of fender system for bridge over the Miami River

Project Benefits

The SR 836/Dolphin Expressway Improvements from 17th Avenue Interchange to the I-95 Interchange will improve capacity, alleviate traffic congestion and improve safety along the SR 836 corridor and interchanges. The project will also provide additional accessibility to SR 836 and I-95 within the area of the project.

Project Area



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240 ZONING, LAND USE PLAN, CONCURRENCY

Land Use

According to the City of Miami Future Land Use Plan Map, the subject property is designated as Major Institutional, Public Facilities, Transportation and Utilities with a Health District/Health District Regional Activity Center overlay.

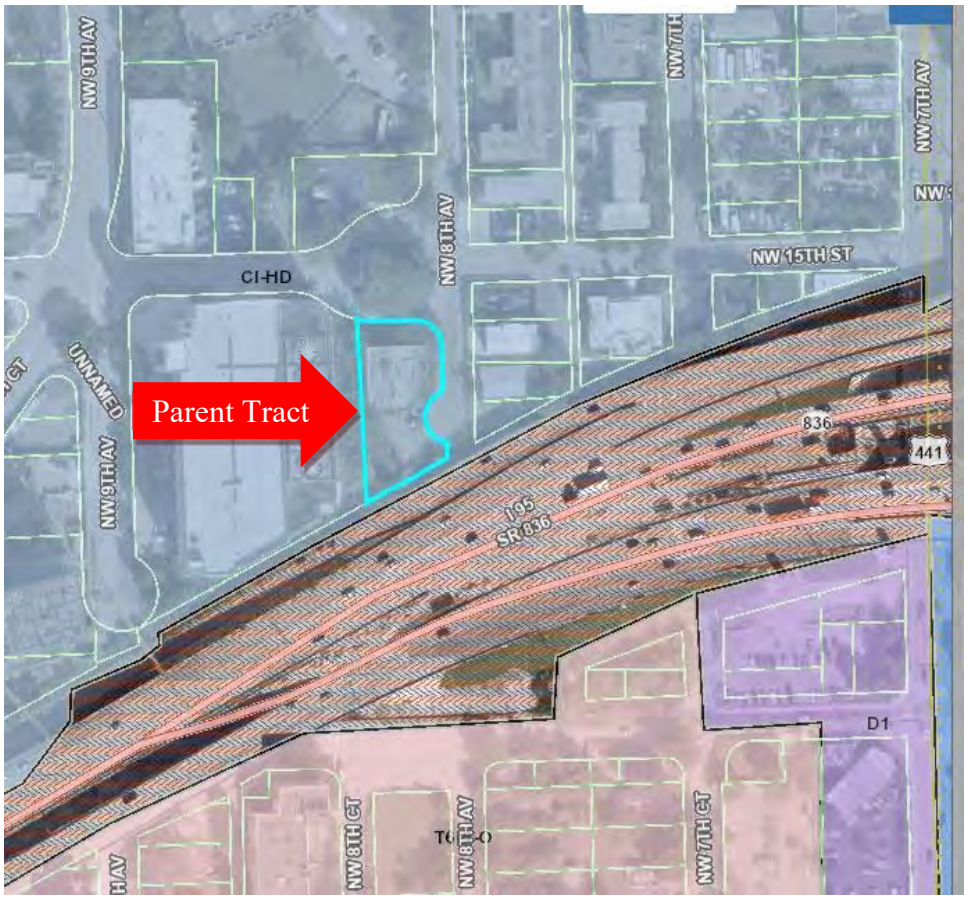
Major Institutional, Public Facilities, Transportation and Utilities is described as follows:

> **Major Institutional, Public Facilities, Transportation and Utilities**: Areas designated as "Major Institutional, Public Facilities, Transportation and Utilities" allow facilities for federal, state and local government activities, major public or private health, recreational, cultural, religious or educational activities, and major transportation facilities and public utilities. Residential facilities ancillary to these uses are allowed up to a maximum density equivalent to "High Density Multifamily Residential" or if applicable the least intense abutting/adjacent residential zoning district, subject to the same limiting conditions.

Areas designated as "Major Institutional, Public Facilities, Transportation and Utilities allow nonresidential uses to a maximum floor lot ratio (FLR) of 6.0 times the net lot area of the subject property. Properties designated "Major Institutional, Public Facilities, Transportation and Utilities" in the Health / Civic Center District allow a maximum floor lot ratio (FLR) of 8.0 times the net lot area of the subject property. Properties designated "Major Institutional, Public Facilities, Transportation and Utilities" in the Urban Central Business District allow a maximum FLR of 37.0 times the net lot area of the subject property.

Zoning

The subject property is zoned CI-HD (Health District) by the City of Miami. Permitted uses include both commercial and/or residential uses. Additional information pertaining to setbacks, height limitations and lot sizes is provided in the Addenda.



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250 ASSESSED VALUE, TAXES AND SPECIAL ASSESSMENTS

The parent tract is located within the City of Miami and is subject to city and county ad valorem taxes on real property. The Florida Statutes provide for assessment and collection of ad valorem taxes on real property; however, the taxes are assessed, collected, and used on the local county level. The assessment for the property is established each year as of January 1st by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value". The tax due is computed according to annual millage rates established by Miami-Dade County. Millage rates are the amount paid to each taxing body for every $1,000 of assessed value. Taxes are payable in November with a 4% discount and become delinquent on April 1. According to the Miami-Dade County tax rolls, the 2024 real estate taxes and assessments for the parent tract are as follows:

Folio Number	Land Assessment	Improvement Assessment	Total Assessment	Real Estate Taxes
01-3135-060-0020	$1,652,480	$6,604	$1,659,691	$33,248.94

The assessed value for the site equates to $80.00 per square foot based on a site area of 20,656 square feet. The Miami-Dade County Tax Collector's office reflects no delinquent real estate taxes for the parent tract. The property owner has not applied for a reduction of the assessed value in the past three years.

260 HISTORY OF PROPERTY

Parent tract has sold within the last five years Yes [X] No [ ]

According to the Miami-Dade County tax roll, ownership of the parent tract is currently held by 800 Medical Tower, LLC, 801 N. Federal Highway, Suite 221, Hallandale, Florida 33009.

800 Medical Tower, LLC acquired the parent tract from 800 NW 15 St, LLC via warranty deed (ORB 33789, Page 4426) dated July 3, 2023 for an indicated consideration of $7,000,000 ($338.90/SF of land). A copy of this deed is presented in the addenda section of this report. Subsequently, there was a quit-claim deed from Centennial Holdings, LLC to 800 Medical Tower, LLC dated February 15, 2024. Centennial Holdings is a predecessor in title and this deed was likely recorded to convey clear title.

On May 5, 2021, title to the property transferred via warranty deed from Centennial Holdings, LLC to L.A.G. Limited Partnership for an indicated consideration of $3,100,000. At the time of sale, the property was improved with a two-story office building that was constructed in 1961. Subsequently, there was a quit-claim deed from L.A.G. Limited

Partnership to 800 NW 15 Street, LLC dated September 27, 2021. This transfer appears to be between related parties. The prior sales were considered in our analysis.

The Miami-Dade County tax roll does not reflect any other ownership transfers for the past five years. No information was provided reflecting that the parent tract is currently on the market for sale or lease.

270 EXPOSURE TIME

The exposure time is defined by FDOT "as the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market". The length of the exposure time is a function of several factors including price, terms, investment quality and exposure to a given market.

A review of current market activity for vacant sites located within the subject's market area, as well as conversations with brokers active within the subject's market area, was performed in order to estimate an exposure time for the parent tract. Most brokers indicated that exposure/marketing times are typically less than one year, if the property is priced realistically.

Based on the marketing periods reflected by the land sales presented in this report, a typical exposure period for the parent tract was estimated to be up to 12 months. We have further estimated a marketing time of up to 12 months.

280 PUBLIC AND PRIVATE RESTRICTIONS

Public restrictions include utility easements of record and restrictions appearing on the recorded plat. According to the Title Search Report provided by the client, the parent tract is subject to the following encumbrances:

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HIGHLAND PARK, filed January 12, 1911, and recorded in Plat Book 2, Page 13.**

2. **All matters contained in the AMENDED PLAT OF BLOCKS C, D, AND SEMINOLE PLACE OF HIGHLAND PARK filed February 10, 1940, and recorded in Plat Book 41, Page 95.**

3. **All matters contained in the Plat of JACKSON TOWERS SUBDIVISION filed September 20, 1982, and recorded in Plat Book 120, Page 45.**

4. **Ordinance filed August 28, 2012, and recorded in Official Records Book 29757, Page 1686.**

5. **Ordinance filed September 16, 2015, and recorded in Official Records Book 29778, Page 3598.**

6. **Ordinance filed December 4, 2015, and recorded in Official Records Book 29877, Page 4214.**

7. **Permanent Easement granted to Miami-Dade Expressway Authority by virtue of Eminent Domain proceedings commenced in Case No.: 2016-004408 CA (04).**

It is assumed in this report that there are no other public or private restrictions that would impact the use of the parent tract.

ANALYSIS OF DATA AND CONCLUSIONS

300 HIGHEST AND BEST USE ANALYSES

According to The Dictionary of Real Estate Appraisal (Seventh Edition) published by the Appraisal Institute, the pertinent terms relating to highest and best use may be defined as follows:

Highest and Best Use is the "reasonably probable use of property that results in the highest value. The four criteria that highest and best use must meet are legal permissibility, physical possibility, financially feasibility and maximum profitability."

In estimating highest and best use, there are essentially four stages of analysis:

1. Possible Use - normally dictated by physical constraints.
2. Permissible Use - what use would be permitted in consideration of existing zoning and other applicable laws governing the use of the property, as well as any deed restrictions that may exist.
3. Feasible Use - which possible and permissible uses will produce a net return to the owner of the site.
4. Maximally Productive - among feasible uses, which use will produce the highest net return to the land.

To meet the tests of highest and best use, the use cannot be speculative or conjectural. It must be legal and probable. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time. These tests can be applied to the subject property. In arriving at the estimate of highest and best use, the parent tract was analyzed as vacant.

As Though Vacant

The highest and best use, as vacant, considers among all reasonable alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Physically Possible: The parent tract is irregular in shape and contains approximately 20,656 square feet (0.474 acre). The site is level and at, or near, street grade. Although no soil report for the site has been provided, a visit to the property, as well as existing developments in the area revealed no problems associated with the physical aspects of developing the site. The area has good local access and availability to public utilities.

The parent tract has a corner location, but only one point of vehicular access, from NW 8 Avenue. The site was previously improved with an office building which is proof it is suitable for construction of a permanent structure. The physical characteristics of the site support a number of possible uses within the confines of its configuration, size and accessibility.

Legally Permissible: Permissible or legal uses are those permitted by zoning and deed restrictions, if any. A title report was provided to the appraiser. It is assumed that there are no other covenants, restrictions and easements that would adversely affect or limit the use of the site to such an extent that it would negatively impact its value.

The site has a land use designation of Major Institutional, Public Facilities, Transportation and Utilities with an HD/HDRAC overlay and a zoning classification of CI-HD (Health District). Land use and zoning allow for both commercial, office and/or residential uses.

Feasible/Maximally Productive Use: It has been established the parent tract is of adequate size and shape to permit development. It has further been established that existing development in the area provides for potential development of commercial, office, residential, or mixed-use building.

302 HIGHEST AND BEST USE CONCLUSION

Highest and Best Use is the same as [X], different from [ ] present use.

In applying the criteria for determining highest and best use, it is my conclusion that the highest and best use of the property is as follows:

As Though Vacant

Considering the location, physical characteristics and permissible uses of the property, and based upon an analysis of the site, the surrounding neighborhood, land uses and the real estate market in general, it is our opinion that the highest and best use of the parent tract, as vacant, would likely be for development of an optimum size office development, within the constraints of zoning and market demand.

305 APPROACHES TO VALUE USED AND EXCLUDED

There are three recognized approaches considered in the valuation of real property. They include the income, sales comparison, and cost approaches. It should be noted that the validity and relevancy of a particular valuation approach is influenced by the availability and quality of the data, as well as the type and age of the property.

The scope of this appraisal report is defined by the purpose, which is to provide an estimate of the market value of a temporary easement (Parcel 739) on a portion (4.8%) of the parent tract, and any damages, which might occur to the remaining property as of the date of valuation. Taking into account the size, location, duration and use of the temporary easement, the proposed acquisition is not considered to adversely affect the function of the remainder parcel based on the assumption that the temporary use of Parcel 739 will not impact the redevelopment of the parent tract. As such, the acquisition of Parcel 739 is not considered to result in any permanent severance damages to the remainder parcel and complete before and after valuations were not considered to be required.

Our research and analysis began with a search for sales of temporary easements. Based on our research, there are limited transactions and a direct comparison was not feasible. The scope of this analysis includes an estimate of the present value of a lump sum payment of the market rent for the land to be encumbered by the easement over the easement term.

The next step in the valuation of the temporary easement was to estimate market rent for the easement area. Annual market land rent can be estimated based on direct comparison with other rentals of similar parcels, or by capitalization of the fee simple land value. Based on our research, there is insufficient market data to compare land rentals in this market area; therefore, we have estimated annual market rent for the easement area based on the capitalized fee simple land value. It was noted, as an independent site, Parcel 739 is not considered functional/sufficient to permit development and Parcel 739 has been analyzed as part of the parent tract.

The fee simple land value of the parent tract was estimated using the sales comparison approach. A search was conducted of recent sales of vacant, similarly zoned sites within the subject's market area for purposes of comparison to the parent tract. The sales included in this report are representative of the best available market data. Research of the selected sales included, to the extent possible, a visual inspection, reviewing the deed and confirming sale details with one or more of the parties to the transaction, or their representatives. Only those sales considered reasonably similar to the parent tract were included, thus reducing the number of adjustments required.

The annual market land rent of the easement area was estimated based on the direct capitalization method based on elements of the income approach to value. The income

approach to value was further used to estimate the lump sum single present value of the annual market land rent.

As noted, GMX will repair damage caused by their use of the easement and the valuation of the site improvements (i.e., fencing) located in the easement area was not considered to be required

The appraisal process is concluded by a review and reexamination of each of the approaches to value employed. Consideration is given to the type and reliability of data used and the applicability of each approach. These factors are reconciled and a final value estimate is made.

335 UNENCUMBERED LAND VALUATION

The sales comparison approach produces an estimate of value for real estate by comparing recent sales of similar properties in the subject's surrounding or competing area. Inherent in this approach is the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

By analyzing sales which qualify as arm’s-length transactions between willing, knowledgeable buyers and sellers, price trends can be identified from which value parameters may be extracted. Comparability in physical, locational, and economic characteristics are important criteria in evaluating the sales in relation to the subject property. The basic steps involved in the application of this approach are as follows:

1. Researching recent relevant property sales and current offerings throughout the competitive area.
2. A selection process to focus on properties considered most similar to the subject, and then analyzing the selected comparable properties giving consideration to the time of sale and any change in economic conditions which may have occurred as of the date of valuation. Other relevant factors of a physical, functional, or locational nature are also considered.
3. Reducing the sales to a meaningful unit of comparison, i.e., price per unit or price per square foot.
4. Making appropriate adjustments to the comparable properties.
5. Interpreting the data analyzed to draw a meaningful conclusion of value.

The validity of this approach is dependent upon the availability and relevancy of the data. The sales of properties having characteristics similar as the subject have been collected and analyzed. Typically, land sells based on units of comparison particular to the property type

(e.g., price per square foot, price per acre, price per unit). In this analysis, the price per square foot of land area was analyzed.

The parent tract is located at 800 NW 15 Street in the Health District area. The parent tract is slightly irregular in shape and contains approximately 20,656 square feet. The site has a land use designation of Major Institutional, Public Facilities, Transportation and Utilities with an HD/HDRAC overlay and a zoning classification of CI-HD (Health District).

340 COLLECTION OF COMPARABLE SALES

The search concentrated on sites located within the Health District, the subject's market area, for purposes of comparison to the parent tract. Six sales have been presented in this report. The land sales under analysis occurred between May 2022 and December 2023. The sales reflected unadjusted per square foot prices from $151.66 to $365.13 for sites containing from 0.66 to 2.63 acres (28,716 to 114,441 square feet). All of the sales included in our analysis are considered to represent the best available data as of the date of valuation. A summary chart and location map of the sales are included on the following pages. Detailed information and a photograph of the land sales are presented in the addenda.

345 SALES ADJUSTMENT GRID

SUMMARY OF LAND SALES

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Date of Sale	July-23	May-22	July-22	September-22	January-23 - September-23	October-23	December-23
Sales Price	$7,000,000	$14,600,100	$7,170,000	$23,000,000	$4,355,000	$6,205,000	$17,200,000
Recording Data	33789/4426	33212/4066, 33212/4069	33278/162, 33319/3158	33395/2381	33569/2892, 33652/565 33936/4980	33921/4005	34019/2838, 34071/1141
Location	800 NW 15 Street	1410 NW 14 Avenue	1370 NW 16 Street	690 NW 13 Street	1520-1616 NW 7 Avenue	1428 NW 11 Avenue	1469 NW 13 Terrace
Land Size (SF)	20,656	55,018	43,323	114,441	28,716	36,398	47,107
Land Size (Acre)	0.47	1.26	0.99	2.63	0.66	0.84	1.08
Zoning	CI-HD	T6-12-O	CI-HD	T6-12-O	CI-HD	CI-HD	T6-12-O
Land Use	Major Public Facility/ HD/HDRAC	Restricted Commercial/ HDRAC	Major Public Facility/ HD/HDRAC	Restricted Commercial	Major Public Facility/ HD/HDRAC	Major Public Facility/ HD/HDRAC	Restricted Commercial/ HDRAC
Platted	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Price Per SF - Unadjusted	$338.88	$285.37	$165.50	$200.98	$151.66	$170.48	$365.13
Adjustments:							
Financing		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Condition/Terms of Sale		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Market Conditions		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Adjustments		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Price Per SF - Adjusted		$285.37	$165.50	$200.98	$151.66	$170.48	$365.13
Other Adjustments:							
Topography		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Utilities		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Zoning		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Location		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Configuration/Size		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Other Adjustments		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Per SF Price		$285.37	$165.50	$200.98	$151.66	$170.48	$365.13

Comparable Sales Map

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Discussion of the Land Sales

Land Sale 1 is located at 1410 NW 14 Avenue in the City of Miami. This location is six blocks west of the parent tract in the Health District. This property has a dual corner location with frontage on three streets. The total site area is 55,018 square feet (1.26 acres). The site is mostly rectangular and zoned for commercial and/or residential uses. The site is mostly vacant and improved with an older, vacant commercial building which is to be demolished. This property sold in May 2022 for $14,600,100 or $265.37 per square foot.

Land Sale 2 is located at 1365 NW 15 Street in the City of Miami. This location is six blocks west of the parent tract in the Health District. This property has a corner location with frontage on three streets. The total site area is 43,323 square feet (0.99 acre). The site is irregular in shape and zoned for commercial and/or residential uses. The site was mostly vacant and improved with an older, 2-story, vacant office building at the time of sale. The buyer plans to build a mixed-use development on this site. This property sold in July 2022 for $7,170,000 or $165.50 per square foot.

Land Sale 3 is located at 690 NW 13 Street in the City of Miami. This location is two blocks southeast of the parent tract just outside the Health District. This property has a corner location with frontage on two streets. The total site area is 114,441 square feet (2.63 acres). The site is irregular in shape and zoned for commercial and/or residential uses. The site was vacant at the time of sale. The buyer plans to develop the site with an eight-story building to contain 515 apartments. This property sold in September 2022 for $23,000,000 or $200.98 per square foot.

Land Sale 4 is located at 1520-1616 NW 7 Avenue in the City of Miami. This location is two blocks northeast of the parent tract in the Health District. This property has a mid-block location with frontage on two streets. The total site area is 28,716 square feet (0.66 acre). The site is flag shaped and zoned for commercial and/or residential uses. The site is improved with older apartment buildings that will be demolished. The buyer, who is affiliated with the University of Miami, purchased the property for the expansion of their operations in the area. This property sold as an assemblage between January 2023 and September 2023 for a total purchase price of $4,355,000 or $151.66 per square foot.

Land Sale 5 is located at 1428 NW 11 Avenue in the City of Miami. This location is three blocks west of the parent tract in the Health District. This property has a mid-block location with frontage on two streets. The total site area is 36,398 square feet (0.84 acre). The site is irregular in shape and zoned for commercial and/or residential uses. The site is improved with an older office building that will be demolished. The buyer is the University of Miami, who purchased the property for the expansion of their operations in the area. This property sold in October 2023 for $6,205,000 or $170.48 per square foot.

Land Sale 6 is located at 1469 NW 13 Terrace in the City of Miami. This location is six blocks west of the parent tract in the Health District. This property has a corner location with frontage on two streets. The total site area is 47,107 square feet (1.08 acres). The site is irregular in shape and zoned for commercial and/or residential uses. The site is improved with office and apartment buildings. The buyer is planning to redevelop the site with a mixed-use development to include workforce housing. This property sold in December 2023 for $17,200,000 or $365.13 per square foot.

350 ANALYSES OF COMPARABLE SALES AND EXPLANATION OF ADJUSTMENTS

Financing: To properly estimate the market value of the subject site, cash or cash equivalent sales uninfluenced by special financing should be used. If sales having special financing are used, they must be adjusted to reflect a cash equivalent sale price. Otherwise, the market value may be misrepresented. Based on our research, all of the sales were cash to the seller transactions with typical terms of purchase for the subject market and no adjustments were required.

Conditions/Terms of Sale: The conditions or motivations of a sale can have an effect on price and in some cases render a price or value not indicative of market value. Examples of conditions of sale which may require a negative or positive adjustment include bankruptcy or foreclosure sales, assemblage or plottage, lack of professional marketing and exposure to market, tax consequences, listing, etc.

Based on our research, all of the sales appear to have been arm's length transactions and completed under normal conditions, with no unusual or atypical motivations and no adjustments are considered to be required.

Market Conditions: Market conditions change over time due to inflation, deflation, changes in supply and demand as well as other reasons. Although this adjustment is often referred to as a "time" adjustment, it really is an adjustment for changes in market conditions since the time of sale. The land sales transpired between May 2022 and December 2023. Based on our research, the land sales are considered to be reflective of current market conditions and no adjustments are considered to be required.

Size: Typically, smaller parcels sell for higher per unit prices than larger parcels, all other things being equal. The parent tract contains 20,656 square feet. The land sales range in size from 28,716 to 114,441 square feet. The land areas of the sales do not indicate a trend in pricing based on site area. The sales are considered to be in the same size category; therefore, no adjustment for size is considered to be required.

Topography: The parent tract is level and at street grade. Like the parent tract, the sites of the sales were at street grade at time of sale. For this reason, no adjustments are considered to be required.

Utilities: Public utilities are available to the parent tract. Since all of the sales had public utilities available to the site at time of sale, no adjustments are considered to be required.

Zoning: The parent tract has a zoning classification of CI-HD (Health District), which permits a variety of commercial, institutional and residential uses. All of the sales have the same zoning classification; therefore, no adjustments are considered to be required.

Location: The parent tract is located in the Health District of the City of Miami. All of the sales are also located within three quarters of a mile from the parent tract in the Health District neighborhood. The overall locations of the land sales are considered generally similar to the subject's location and no adjustments are considered to be required.

355 INDICATED VALUE BY THE SALES COMPARISON APPROACH

The land sales reflected unadjusted per square foot prices from $151.66 to $365.13. As reflected above, the sales required no adjustments. As stated earlier in this report, the parent tract sold in July 2023 for $7,000,000 or $338.88 per square foot of land area. Based on this analysis and taking into account its size and location, we have estimated the fee simple estate market value for the parent tract, as though vacant, as of February 18, 2025, at $350.00 per square foot of land area, which is calculated as follows:

20,656 Square Feet x $350.00 Per Square Foot = $7,230,000 (rounded)

Based on our research, in addition to the information previously reported herein, the University of Miami (UM) who has their medical campus located in the Healthcare District has recently purchased two other parcels in the area. The first purchase was a parcel located at 1470 NW 9 Avenue that contains 12,554 square feet of land that was purchased by UM in March 2024 for $792,600 or $63.14 per square foot. Based on our research, this parcel is located adjacent to another property owned by UM and the parcel acquired has limited developmental potential based on its size and configuration. As such, our analysis did not rely on this transaction. The second purchase was an assemblage of three parcels located at the southwest corner of NW 10 Avenue and NW 14 Street (included a bank building, two-story retail/medical office building and parking lot) that contains 93,490 square feet of land area and was purchased by UM in November 2024 for a total purchase price of $68,000,000 or $727.35 per square foot. UM indicated this property was considered the centerpiece of the new headquarters for the Miller School of Medicine and they knowingly paid a premium for the property. Based on UM's motivation, our analysis did not rely on this transaction.

Site Improvements

According to proposed easement, GMX will repair damage caused by their use of the easement.

395 SUMMARY OF VALUES – BEFORE PROPERTY

Parent Tract Land Value	$7,230,000

DESCRIPTION AND VALUATION OF PART ACQUIRED

400 DESCRIPTION OF PART ACQUIRED

The Greater Miami Expressway Agency (GMX) proposes to acquire a temporary easement (Parcel 739) for a term of 9 months to facilitate an emergency repair to State Road 836 Ramp K that is located adjacent to the south of the parent tract. Parcel 739 is a mostly rectangular parcel located in the vicinity of the southeast corner of the parent tract that containing 996 square feet (0.023 acre). The acquisition area consists of land and site improvements. Site improvements within the area to be encumbered by the easement includes fencing. As noted, GMX will repair damage caused by their use of the easement and the valuation of the site improvements (i.e., fencing) located in the easement area was not considered to be required.

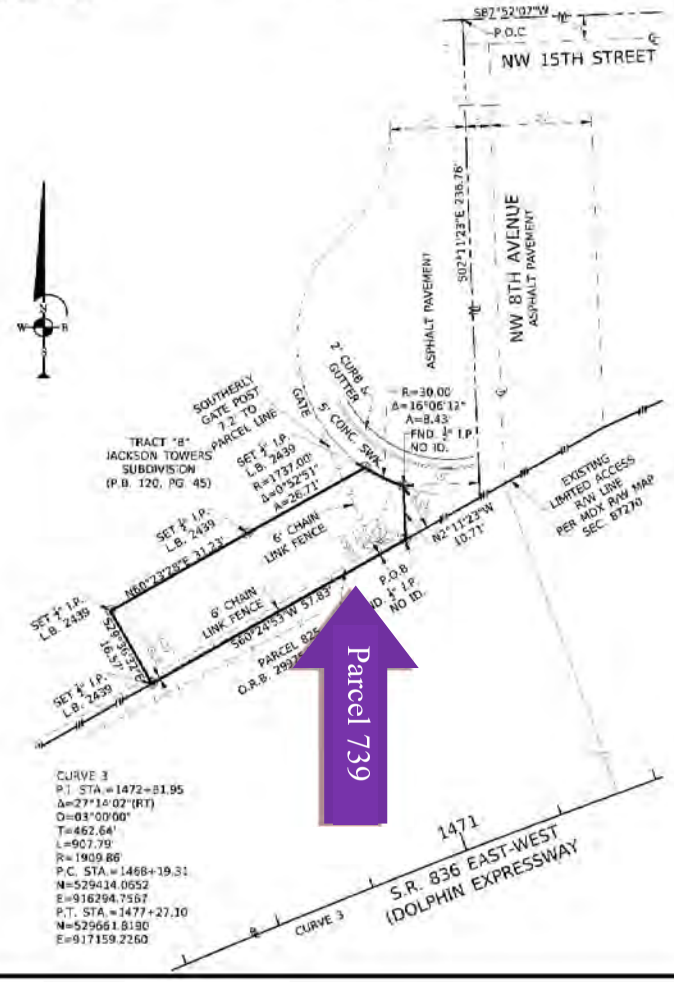
LAND

Legal Description:	The legal description and parcel sketch of the area to be acquired, as provided by GMX, is shown on the following pages.
Property Type:	Vacant land zoned for office, commercial, institutional and/or residential uses
Existing Use:	Vacant
Land Area:	996 SF; 0.023 acre
Shape:	Mostly rectangular
Dimensions:	According to the parcel sketch provided by GMX, the acquisition area is approximately 16.57 feet wide by about 60 feet long.
Ingress/Egress:	The part to be acquired abuts the State Road 836 right-of-way.
Topography:	The site, including the part to be acquired, is generally level and at grade with the neighborhood road.
Drainage:	None
Utilities on Site:	Water, sewer, electric and telephone.

Site Improvements:	According to the client, the property owner will not be required to remove the site improvements; therefore, no compensation for the improvements has been included. If site improvements are damaged, GMX will make any necessary repairs.

BOUNDARY & TOPOGRAPHIC SURVEY

SCALE 1" =20'



LEGAL DESCRIPTION

A PORTION OF TRACT B, JACKSON TOWERS SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, AT PAGE 45, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA AND AS SHOWN ON MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR STATE ROAD 836 (DOLPHIN EXPRESSWAY), SECTION 87200 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CITY OF MIAMI MONUMENT LINES OF NW 15TH STREET AND NW 8TH AVENUE AS SHOWN ON SAID MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR STATE ROAD 836, SECTION 87200; THENCE S 87°52'07" E ALONG SAID CITY OF MIAMI MONUMENT LINE FOR NW 15TH AVENUE FOR A DISTANCE OF 236.76 FEET TO A POINT OF INTERSECTION WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 836 (DOLPHIN EXPRESSWAY) AS SHOWN ON MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR SAID STATE ROAD 836 (DOLPHIN EXPRESSWAY), SECTION 87200; THENCE ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 836 (DOLPHIN EXPRESSWAY) AS SHOWN ON MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR SAID STATE ROAD 836 (DOLPHIN EXPRESSWAY), SECTION 87200 FOR THE FOLLOWING TWO (2) COURSES: 1) THENCE S 60°24'53" W FOR A DISTANCE OF 16.86 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; 2) THENCE CONTINUE S 60°24'53" W FOR A DISTANCE OF 57.83 FEET; THENCE N 29°35'07" W FOR A DISTANCE OF 16.57 FEET; THENCE N 60°23'29" E FOR A DISTANCE OF 31.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID POINT BEARS N 29°36'32" W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,737.00 FEET AND A CENTRAL ANGLE OF 00°52'51" FOR A DISTANCE OF 26.71 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NW 8TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SAID NW 8TH AVENUE FOR THE FOLLOWING TWO (2) COURSES, SAID POINT ALSO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS S 33°33'38" W FROM THE CENTER OF SAID CURVE; 1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 16°06'12" FOR A DISTANCE OF 8.43 FEET; 2) THENCE S 30°27'23" E FOR A DISTANCE OF 10.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 936 SQUARE FEET MORE OR LESS.

ABBREVIATIONS:

LINETYPE:

CERTIFICATION

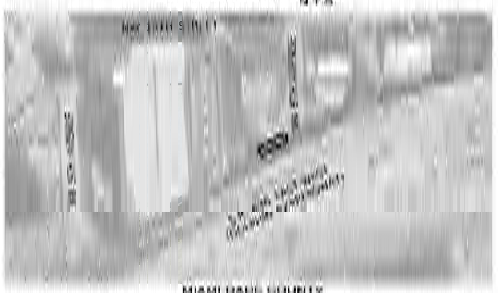
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Carlos E Alonso

CARLOS E. ALONSO
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6869
NEWALD ASSOCIATES, LB-7439
13960 SW 47th STREET
MIAMI, FLORIDA 33175

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LOCATION MAP



SURVEYOR'S REPORT

EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BEARINGS AND COORDINATES ARE RELATIVE TO THE N.A.D.83 FLORIDA EAST ZONE (0901) TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM 1983 (2007), (NAD 83 (2007)), WHERE THE NORTHEAST END OF NW 8TH AVENUE BEARS S02°11'23"E.

THE SURVEY MAP IS INTENDED TO BE DISPLAYED AT ITS ORIGINAL DRAWING SCALE OR LARGER. USERS OF PRINTS OR COPIES OF THIS SURVEY MAP ARE CAUTIONED THAT THE SURVEYOR MAY NOT BE ALTERABLE IN SCALE OR DIMENSIONS AND SHALL NOT BE CONSIDERED VALID UNLESS SEALED.

NO EXCAVATION MAY BEGIN BEFORE THE SURVEY CORNERS OF SUBJECT PROPERTY ARE LOCATED, INCLUDING, BUT WITHOUT LIMITATION TO, PROPERTY CORNERS OF ADJACENT PROPERTIES. ALL UTILITIES (WHETHER SHOWN OR NOT SHOWN HEREON) SHOULD BE LOCATED BY THE APPROPRIATE AUTHORITIES PRIOR TO ANY EXCAVATION. THE SURVEYOR DOES NOT GUARANTEE THE ACCURACY OF UNDERGROUND UTILITIES AS THEY MAY EXIST WITHIN THE AREA SHOWN OR NOT SHOWN ON THE SURVEY MAP OR REFERRED TO IN THE PROVIDED INFORMATION. THE SURVEY MAP OR REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS SIGNED AND SEALED BY THE SURVEYOR.

THIS BOUNDARY SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND 73 CHAPTER 61G17 OF THE FLORIDA ADMINISTRATIVE CODE.

BOUNDARY AND LEGAL DESCRIPTION IS AS PER PARCEL 739 PREPARED BY C.E. VERA FOR S.R.S. 836 PROJECT.

FLOOD ZONE: COMMUNITY NUMBER: PANEL NUMBER: DATE OF FIRM INDEX: FIRM ZONE(S):

THE SURVEY INFORMATION OF LISTED ON-SITE ITEMS WERE FROM FIELD SURVEY PERFORMED BY THE SURVEYOR MADE IN PREPARING OR FOR THE COMPANY THAT THE UTILITY SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER OTHER IN SERVICE OR ABANDONED. AS TO THE USE BY THE COMPANY MADE OF THIS INFORMATION, THE SURVEYOR MAKES NO EXPRESS OR IMPLIED WARRANTY THAT THE UTILITIES AS INDICATED ON THE SURVEY MAP ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT SAID DATA WAS OBTAINED AS ACCURATE AS WAS POSSIBLE FROM THE INFORMATION AS MAY BE AVAILABLE.

DATE OF SURVEY: 10/14/2020

MANUEL G. VERA & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ MAPPERS
LB# 6979

BOUNDARY SURVEY

SLACK JOHNSTON MAGENHEIMER

The following easement language was provided by GMX:

TEMPORARY AERIAL EASEMENT
(Project No. 83611; Parcel No. 739)

This instrument conveys from the identified holder ("**Owner**") of a property interest in the real property described and illustrated in Exhibit "A" attached ("**Temporary Aerial Easement Area**") to the Greater Miami Expressway Agency, its employees, consultants, contractors, and assigns (collectively, "**GMX**") a temporary aerial easement ("**Easement**") encumbering and running above-the Easement Area for the following purpose:

1. **Temporary Construction**

   1.1. **Construction Term.** Beginning on its date of execution, through the later of either (i) the date that Greater Miami Expressway Agency Project No. 83611 is completed (as evidenced by final GMX acceptance), or (ii) nine months from the execution of the Easement or date of deposit ("**Construction Term**"), the Easement will provide the Temporary Construction Rights described below.

   1.2. **Temporary Construction Rights**. During the Construction Term, GMX will have the following rights ("**Temporary Construction Rights**"):

   (a) unimpeded access, ingress, and egress to and from the Easement Area from the adjacent cul-de-sac.

   (b) exclusive temporary use, occupancy, and possession of the Easement Area for an aerial envelope from ground up to 100 feet above the footprint of the easement area. The easement area will not be used for the storage of materials or equipment.

   1.3. **Conditions of GMX's Temporary Construction Rights.**

   (a) If warranted and at the discretion of GMX, GMX may erect temporary fencing between the Easement Area and the Owner's property abutting the Easement Area. The temporary fencing will be "Type B" chain link (6 ft. standard), and will include a gate that can be closed and locked during periods when there is no construction activity.

   (b) GMX will repair damage to the Easement Area resulting from its exercise of its Easement and will at the conclusion of the Construction Term return the Easement Area to its original condition.

450 VALUATION OF PART ACQUIRED

Land

The Greater Miami Expressway Agency (GMX) proposes to acquire a temporary easement (Parcel 739) for a term of 9 months to facilitate an emergency repair to State Road 836 Ramp K that is located adjacent to the south of the parent tract. Parcel 739 is a mostly rectangular parcel located in the vicinity of the southeast corner of the parent tract that containing 996 square feet (0.023 acre). The acquisition area consists of land and site improvements. Site improvements within the area to be encumbered by the easement includes fencing.

Our research and analysis began with a search for sales of temporary easements. Based on our research, there are limited transactions and direct comparison was not feasible. The scope of this analysis includes an estimate of the present value of a lump sum payment of the market rent for the land to be encumbered by the easement over the easement term.

The next step in the valuation of the temporary easement was to estimate market rent for the easement area. Annual market land rent can be estimated based on direct comparison with other rentals of similar parcels, or by capitalization of the fee simple land value. Based on our research, there is insufficient market data to compare land rentals in this market area; therefore, we have estimated annual market rent for the temporary easement based on the capitalized fee simple land value of the parent tract. The unencumbered fee simple market land value of the parent tract was estimated in the preceding section of this appraisal at $350.00 per square foot and the fee simple land value of Parcel 739 is estimated to be $350,000, rounded (996 SF x $350.00/SF).

In estimating annual market rent for the temporary easement, there are two generally accepted methods. One is by direct comparison, as was previously applied in valuing the land of the parent tract. This method compares rental rates being paid for like properties, if available. The second method is by direct capitalization, in which the annual market rental rate is estimated by first determining the underlying land value and then applying a market derived overall capitalization rate to arrive at annual market rent.

Based on our research, land suitable for office uses is most often purchased rather than leased long-term. Our research revealed no current information available regarding land leases for sites similar to the parent tract. Since market derived capitalization rates for vacant land are more readily available, the land capitalization approach is the method relied upon to estimate the annual market rent for the temporary easement area. Annual land rent is estimated on a capitalization formula. Capitalization rates are a relationship between the property's net income and value. The direct capitalization formula is as follows:

Income / Rate = Value OR Value x Rate = Income

A major factor of consideration, in estimating annual market rent for land, is the relevant terms and conditions of the lease. Such factors as length of the lease term, whether or not renewal options are provided, whether the rent is flat or adjusted periodically, are all relevant factors. If adjusted, is the rent tied to CPI or are the rent increases stated or stepped? Are the rent adjustments based upon periodic reappraisals? Is the lessee required to make any capital improvements? Are allowances given for same? As can be seen, lease terms can vary considerably and many of these factors can influence the rent a lessor is willing to accept, or a lessee is willing to pay.

Of the above factors, the most critical, for larger parcels of vacant land, is likely to be the length of term. Depending upon the lessee's intended use, a longer term may be required in order to amortize development costs for the planned improvements. If no substantial improvements are planned, both parties may find a shorter term acceptable.

To estimate the capitalization rate, we analyzed recent ground lease sales of commercial and industrial parcels located within neighboring Miami-Dade County. The ground lease sales analyzed were for sites with long term established credit tenants (i.e., financial institutions, drugstore and restaurants) based on rental rates established at different times. The local area land capitalization rates range from 4.33% to 5.38%. It is noted that the land capitalization rates reflected by these ground lease sales involve national, creditworthy tenants. In addition, the RealtyRates.com, 4th Quarter 2024 Investor Survey, reflected average land capitalization rates for a variety of property types which ranged from 8.15% to 10.77%, with an average for all property types of 9.38%.

RealtyRates.com INVESTOR SURVEY - 4th Quarter 2024*
LAND LEASES

	Capitalization Rates			Discount Rates		
Property Type	**Min.**	**Max.**	**Avg.**	**Min.**	**Max.**	**Avg.**
Apartments	3.79%	10.69%	8.15%	6.39%	11.19%	9.15%
Golf	4.50%	15.85%	9.86%	7.10%	16.35%	10.86%
Health Care/Senior Housing	4.50%	11.90%	9.27%	7.10%	12.40%	10.27%
Industrial	4.35%	11.70%	8.76%	6.95%	12.20%	9.76%
Lodging	4.69%	15.73%	8.81%	7.29%	16.23%	9.81%
Mobile Home/RV Park	4.37%	14.33%	9.81%	6.97%	14.83%	10.81%
Office	4.35%	12.57%	8.76%	6.95%	13.07%	9.76%
Restaurant	4.76%	17.63%	10.49%	7.36%	18.13%	11.49%
Retail	4.05%	11.79%	9.00%	6.65%	12.29%	10.00%
Self-Storage	4.35%	11.80%	9.48%	6.95%	12.30%	10.48%
Special Purpose	4.73%	17.85%	10.77%	7.31%	19.82%	10.49%
All Properties	3.79%	17.85%	9.38%	6.39%	18.13%	10.24%

*3rd Quarter 2024 Data

Copyright 2024 RealtyRates.com™

In estimating the current annual market rent for Parcel 739, we concluded land capitalization rate of 10.0% is applied to the estimated market land value of the easement area ($99,600) to arrive at annual market rent. The land capitalization rate takes into account the rent payment will be paid on a gross basis in a lump sum, at the beginning of the term. The annual market land rent for Parcel 739 was estimated using the land capitalization method as follows:

Parcel	Land Value		Land Capitalization Rate		Annual Rent
739	$350,000	x	10.0%	=	$35,000

As noted, the temporary easement term is of a period 9 months and the monthly market land rent for Parcel 739 was estimated to be $2,920, rounded ($35,000 / 12 months). Due to the short-term nature of the temporary easement, the monthly rent was not discounted and the lump sum present value of the land rent attributable to the temporary easement for Parcel 739 was estimated to be $26,280, rounded ($2,920/month x 9 months).

Site Improvements

Site improvements located on Parcel 739 includes fencing. As noted, GMX will repair damage caused by their use of the easement and the valuation of the site improvements (i.e., fencing) located in the easement area was not considered to be required.

470 SUMMARY OF VALUES – ACQUISITION (Parcel 739)

Land (Land Rent)	$26,280
Site Improvements	$ 0
Total	$26,280

500 VALUATION OF REMAINDER AS PART OF WHOLE

The interest acquired represents a temporary rental (easement) of the land to be encumbered. As such, the value of the remainder is the same as the whole.

Before Value (Land Only):	$7,230,000
Less Value of the Acquisition:	$ 0
Remainder as Part of the Whole:	$7,230,000

730 DESCRIPTION OF THE REMAINDER

The remainder parcel is that portion of the parent tract that remains after the acquisition. In this instance, the physical characteristics of the remainder parcel are very similar to the parent tract. The temporary easement (Parcel 739) represents a 4.8% portion of the parent tract located at the southeast corner of the property. Taking into account the size, location, duration and use of the proposed temporary easement, the building improvements are not being impacted and the property will continue to have frontage/access, the proposed acquisition of Parcel 739 is not considered to adversely affect the function of the remainder parcel based on the assumption that the temporary use of Parcel 739 will not impact the redevelopment of the parent tract.

The acquisition area (Parcel 739) represents an easement containing only 996 square feet. The remainder parcel will be the same size as the parent tract, since the part taken represents an additional burden of easement and not a fee simple taking. As noted, the acquisition of Parcel 739 is assumed to not impact the functionality of the remainder parcel. The remainder parcel will have the same attributes as the parent tract. As such, the remainder parcel is considered to have the same highest and best use as though vacant, as well as improved as the parent tract. Based on the preceding, the remainder parcel is considered to have the same functionality as the parent tract and the acquisition of Parcel 739 is not considered to result in any severance damages to the remainder parcel; therefore, we have not undertaken a before and after valuation of the property.

810 LAND VALUE OF REMAINDER

The land sales previously discussed in the valuation of the parent tract are considered applicable to the remainder land parcel. In addition, the adjustments previously utilized in the valuation of the parent tract would be equally applicable to the reminder land parcel. The physical characteristics of the remainder site are closely comparable to the parent tract. On this basis, the estimated market value of the remainder land is as follows:

Remainder Land Value
20,656 Square Feet x $350.00 Per Square Foot = $7,230,000 (rounded)

900 DAMAGES TO THE REMAINDER

The land value of the appraised parent tract before the taking was estimated to be $7,230,000 (land only). The land value of the appraised remainder was estimated to be $7,230,000 (land only). The difference between the estimated fee simple land values before and after the taking is $0 (land only). The difference is the part taken fee simple land value of $0 and as a result there are no damages to the remainder parcel.

920 SPECIAL BENEFITS

Special benefits are the result of an enhancement in value which has advanced the market value of the remainder beyond the mere general appreciation of property in the neighborhood. There are no special benefits to the remainder parcel. The proposed enhancements to State Road 836 will provide general benefits to all who use this facility; however, our analysis indicates that there are no special benefits to the subject property as a result of the project.

995 SUMMARY OF VALUES

WHOLE PROPERTY ACQUISITION:

SUMMARY OF COMPENSATION

Land	N/A
Site Improvements	N/A
Total Compensation	N/A

PARTIAL ACQUISITION: Show following: (If amount for any item marked *, is zero dollars, go to SUMMARY OF COMPENSATION below)

1.	Before Property	$7,230,000
2.	Part Acquired (Land, Improvements)	$ 0
3.	Remainder (As Part of Whole) [1]-[2]	$7,230,000
4.	Remainder (Appraised, Uncured)	$7,230,000
5.	Damages (Total, Uncured) [3]-[4]	$ 0
6.	Special Benefits	$ 0
7.	Damages [5]-[6]	$ 0

FEASIBILITY OF COST TO CURE DAMAGES

8.	Remainder (Appraised as Cured)	$7,230,000 (or [3], whichever is less
9.	Remainder (Appraised, Uncured) [4]	$7,230,000
10.	Damages, Curable [8]-[9]	$ 0
11.	Damages, Incurable [7]-[10]	$ 0
12.	Cost to Cure (or Reestablished)	$ 0
13.	Improvements Cured but Paid For in [2]	$ 0
14.	Net Cost to Cure [12]-[13]	$ 0

(*If [14] is equal or greater than [10], cure is not feasible; use [7] in Summary)

SUMMARY OF COMPENSATION

Part Taken [2]	$26,280
Damages, Incurable [11]	$ 0
Cost to Cure, Net [14], or Minor	$ 0
TOTAL COMPENSATION	$26,280

ADDENDUM A – COMPARABLE LAND SALES

LAND SALE 1

RECORDATION:	Miami-Dade County O.R. Book 33212, Pages 4066 & 4069
GRANTORS:	JCCE Commercial, LLC & American Business Continuity Domes, Inc.
GRANTEE:	River North Property Owner LLC
DATE OF TRANSACTION:	May 24, 2022
DATE INSPECTED:	February 18, 2025
DIMENSIONS AND SIZE OF LAND:	Irregular 55,018 Square Feet 1.26 Acres
CONSIDERATION:	$ 9,070,800 $ 5,529,300 $14,600,100

SLACK JOHNSTON MAGENHEIMER

UNIT PRICE:	$265.37 Per Square Foot
TYPE OF INSTRUMENT:	Special Warranty Deeds
FOLIO NUMBER:	01-3135-010-0570 01-3135-010-0580 01-3135-010-0590 01-3135-010-0690 01-3135-010-0710 01-3135-010-0720
LOCATION/ADDRESS:	1410 NW 14 Avenue Miami, Miami-Dade County, Florida
LEGAL DESCRIPTION:	See attached deeds for complete legal description.
ZONING:	T6-12-O (Urban Core Transect); City of Miami
LAND USE:	Restricted Commercial HDRAC; City of Miami
PRESENT USE:	Mostly vacant and improved with a small, vacant, older commercial building
HIGHEST AND BEST USE:	Redevelopment with commercial and/or residential uses to highest allowable density.
CONDITION OF TRANSACTION:	Arm's length transaction.
FINANCING:	Cash to sellers
ENCUMBRANCES:	Zoning laws, ordinances and regulations imposed by government authority, easements, covenants, conditions and restrictions of record.
TYPE OF IMPROVEMENTS:	Older commercial building
TOPOGRAPHY/ELEVATION:	At time of sale, the site was improved with an older commercial building
UTILITIES:	All available to the site.

VERIFICATION:	Virgilio Fernandez, RE Agent (305) 613-4507 By: Chris LaPlant (February 2025)
MOTIVATION OF PARTIES:	Grantors apparently motivated by profitable sale of the property. Grantee plans to redevelop the site into a 16-story, 283-unit residential condominium to be called River District 14.
CASH EQUIVALENCY CONSIDERATION:	Not Applicable
EXPOSURE TIME:	Not available
MARKETING TIME:	Not available
REMARKS:	This property has a dual corner location.
PRIOR SALE:	None five years prior

PHOTOGRAPH OF LAND SALE 1
Taken by Andrew H. Magenheimer on February 18, 2025
Slack, Johnston & Magenheimer, Inc.
7245 SW 87th Avenue, Suite 300, Miami, Florida 33173

SLACK JOHNSTON MAGENHEIMER

CFN: 20220435313 BOOK 33212 PAGE 4066
DATE:05/27/2022 08:05:38 AM
DEED DOC 54,424.80
SURTAX 40,818.60
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by:

Prepared by:
Richard M. Zelman, Esq.
Sacher, Zelman, Hartman, P.A.
9130 S. Dadeland Blvd, Suite 2000
Miami, Fl 33156

Property Appraiser's ID #s:
01-3135-010-0580; 01-3135-010-0590;
01-3135-010-0690 and 01-3135-010-0710

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed this 24th day of May, 2022, by JCCE COMMERCIAL, LLC, a Florida limited liability company ("Grantor") whose post office address is 10100 Coral Creek Road, Coral Gables, Florida 33156, to RIVER NORTH PROPERTY OWNER, LLC, a Florida limited liability company ("Grantee") whose post office address is 2950 SW 27th Avenue, Suite 210, Miami, Florida 33133. "Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

See attached *Legal Description*

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, **and together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

And Grantor hereby covenants to warrant and defend the title to the land hereby conveyed from any and all lawful claims which arise by, through or under Grantor, but against no others, except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

[*signature page to follow*]

Initials CE

SLACK JOHNSTON MAGENHEIMER

Signed, sealed and delivered as to all Grantors
in the presence of:

Iris M. Castillo-Sierra
Print Name: IRIS M. Castillo-Sierra

JCCE COMMERCIAL, LLC, a Florida limited liability company, by it's Manager, ENIS REALTY, LTD. a Florida limited partnership

BY: _____
Colleen Enis, General Partner

_____
Print Name: JAMES M. SCHIFF

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 14th day of May, 2022, by Colleen Enis, as General Partner of Enis Realty, Ltd, manager of JCCE COMMERCIAL, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Iris M. Castillo-Sierra
Notary Public
My Commission Expires: 10-1-2024

(SEAL)

IRIS M. CASTILLO-SIERRA
MY COMMISSION # HH 030944
EXPIRES: October 1, 2024
Bonded Thru Notary Public Underwriters

SLACK JOHNSTON MAGENHEIMER

LEGAL DESCRIPTION

PARCEL 1

Lot 3 and Lot 15, Less the South 10 feet thereof, all in Block 6 of GRAND VIEW PARK, according to the Plat thereof, recorded in Plat Book 5, Page 58, of the Public Records of Miami-Dade County, Florida.

PARCEL 2

Lot 4 AND Lot 16, Less the South 10 feet thereof, all in Block 6 of GRAND VIEW PARK, according to the Plat thereof, recorded in Plat Book 5, Page 58, of the Public Records of Miami-Dade County, Florida.

PARCEL 3

Lot 14, Less the South 10 feet thereof, in Block 6 of GRAND VIEW PARK, according to the Plat thereof, recorded in Plat Book 5, Page 58, of the Public Records of Miami-Dade County, Florida.

PARCEL 4

Lot 17 less the South 10 feet thereof, and the South 7 feet of Lot 18, all in Block 6 of GRAND VIEW PARK, according to the Plat thereof, recorded in Plat Book 5, Page 58, of the Public Records of Miami-Dade County, Florida.

CFN: 20220435314 BOOK 33212 PAGE 4069
DATE:05/27/2022 08:05:38 AM
DEED DOC 33,175.80
SURTAX 24,881.85
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by:
Richard M. Zelman, Esq.
Sacher, Zelman, Hartman, P.A.
9130 S. Dadeland Blvd., Suite 2000
Miami, Florida 33156

Property Appraiser's ID #: 01-3135-010-0570 and
01-3135-010-0720

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed this 24th day of May, 2022, by American Business Continuity Domes, Inc., a Florida corporation ("Grantor") whose post office address is 800 South Douglas Road, Coral Gables, Florida 33134 to River North Property Owner LLC, a Florida limited liability company, ("Grantee") whose post office address is 2950 SW 27 Avenue, Suite 210, Miami, Florida 33133.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

See attached *Legal Description Here*

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, **and together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

And Grantor hereby covenants to warrant and defend the title to the land hereby conveyed from any and all lawful claims which arise by, through or under Grantor, but against no others, except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

[*signature page to follow*]

Initials

SLACK JOHNSTON MAGENHEIMER

Signed, sealed and delivered as to all Grantors
in the presence of:

Print Name: Iris M. Castillo-Sierra

Print Name: JAMES M. SCHIFF

AMERICAN BUSINESS CONTINUITY DOMES, INC., a Florida corporation

By: _____
Peter Fedele, Vice President

ATTEST:

AMERICAN BUSINESS CONTINUITY DOMES, INC., a Florida corporation

_____
KEN FEDELE
Title: Secretary

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 16th day of May, 2022, by Peter Fedele, Vice President of American Business Continuity Domes, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public
My Commission Expires: 10-1-2024

IRIS M. CASTILLO-SIERRA
MY COMMISSION # HH 030944
EXPIRES: October 1, 2024
Bonded Thru Notary Public Underwriters

SLACK JOHNSTON MAGENHEIMER

Legal Description

PARCEL 1:

Lots 1 and 2, Block 6 of GRAND VIEW PARK, according to the Plat thereof as recorded in Plat Book 5, Page 58, of the Public Records of Miami-Dade County, Florida.

PARCEL 2:

The North 50 feet of Lot 18, Block 6 of GRAND VIEW PARK, according to the Plat thereof as recorded in Plat Book 5, Page 58, of the Public Records of Miami-Dade County, Florida.

LAND SALE 2

RECORDATION:	Miami-Dade County O.R. Book 33278, Page 162 & O.R. Book 33319, Page 3158
GRANTOR:	Easter Seals South Florida, Inc. & Papita LLC
GRANTEE:	Gamla Cedron HD LLC
DATE OF TRANSACTION:	July 6, 2022 & July 29, 2022
DATE INSPECTED:	February 18, 2025
DIMENSIONS AND SIZE OF LAND:	Irregular 43,323 Square Feet 0.99 Acre
CONSIDERATION:	$6,000,000 $1,170,000 $7,170,000
UNIT PRICE:	$165.50 Per Square Foot

TYPE OF INSTRUMENT:	Special Warranty Deed & General Warranty Deed
FOLIO NUMBER:	01-3135-024-0170 01-3135-024-0180 01-3135-024-0210 01-3135-024-0220 01-3135-024-0230
LOCATION/ADDRESS:	1370 NW 16 Street Miami, Miami-Dade County, Florida
LEGAL DESCRIPTION:	See attached deeds for complete legal description.
ZONING:	CI-HD (Civic Institution Zones-Health District) City of Miami
LAND USE:	Major Public Facility HD/HDRAC; City of Miami
PRESENT USE:	Mostly vacant with a vacant, 2-story older office building
HIGHEST AND BEST USE:	Development with commercial and/or residential uses to highest allowable density.
CONDITION OF TRANSACTION:	Arm's length transaction
FINANCING:	Cash to seller
ENCUMBRANCES:	Zoning laws, ordinances and regulations imposed by government authority, easements, covenants, conditions and restrictions of record.
TYPE OF IMPROVEMENTS:	2-story, vacant office building
TOPOGRAPHY/ELEVATION:	Level and at street grade
UTILITIES:	All available to the site.

VERIFICATION:	Nicholas Font, RE Agent (305) 668-0607 By: Chris LaPlant (February 2025)
MOTIVATION OF PARTIES:	Grantors apparently motivated by profitable sale of the property. Grantee plans to redevelop site with a mixed-use project.
CASH EQUIVALENCY CONSIDERATION:	Not Applicable
EXPOSURE TIME:	Not available
MARKETING TIME:	Not available
REMARKS:	This property has frontage on three streets.
PRIOR SALE:	None five years prior

PHOTOGRAPH OF LAND SALE 2
Taken by Andrew H. Magenheimer on February 18, 2025
Slack, Johnston & Magenheimer, Inc.
7245 SW 87th Avenue, Suite 300, Miami, Florida 33173

CFN: 20220543934 BOOK 33278 PAGE 162
DATE:07/07/2022 01:19:08 PM
DEED DOC 36,000.00
SURTAX 27,000.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and return to:
Joseph M. Hernandez, Esq.

Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Boulevard Suite 1200
Coral Gables, FL 33134
305-854-0800
File Number: **3064.003**

Parcel Identification Nos: 01-3135-024-0180; 01-3135-024-0210; 01-3135-024-0220; 01-3135-024-0230

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **6th** day of **July, 2022** between **Easter Seals South Florida, Inc., a Florida not-for-profit corporation f/k/a Easter Seal Society of Dade County, Inc., a Florida not-for-profit corporation** (hereinafter called "Grantor") whose post office address is **1475 NW 14 Avenue, Miami, FL 33125**, and **Gamla Cedron HD LLC, a Delaware limited liability company** (hereinafter called "Grantee") whose post office address is **1110 NW 1st Street, Miami, FL 33128**:

WITNESSETH

The Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), to it in hand paid by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold and does hereby grant, bargain and sell to Grantee the following described real estate situtated, lying and being in **Miami-Dade County**, **State of Florida,** more particularly described on Exhibit A attached hereto and made a part hereof.

SUBJECT TO only those matters set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"), without reimposing same.

TO HAVE AND TO HOLD the aforesaid real estate together with all the improvements, licenses, tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining unto Grantee in **FEE SIMPLE FOREVER.**

And Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the aforesaid real estate; that Grantor has good right and lawful authority to sell and convey the same; and that the same is unencumbered except for the Permitted Exceptions. Grantor hereby fully warrants the title to the aforesaid real estate and will defend same against the lawful claims of all persons claiming by, through or under Grantor.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as to the context permits or requires, and shall include heirs, personal representatives, successors or assigns.)

DoubleTime®

SLACK JOHNSTON MAGENHEIMER

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed in its name and caused its seal to be affixed as of the day and year first above written.

Witness Name: Saily Leon Trujillo

Witness Name: JOSE ARROYAVE

Easter Seals South Florida, Inc., a Florida not-for-profit corporation, f/k/a, Easter Seal Society of Dade County, Inc., a Florida not-for-profit corporation

By: _____
Maurice Woods, President

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 6th day of July, 2022 by Maurice Woods, as President of Easter Seals South Florida, Inc., a Florida not-for-profit corporation, f/k/a, Easter Seal Society of Dade County, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

BARRY R. VOGEL
MY COMMISSION # HH 143745
EXPIRES: September 27, 2025
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: BARRY R VOGEL

My Commission Expires: 9-27-2025

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Lot 4, less the West 16.74 feet and Lot 5, Block 2, in GOLF VIEW PARK, according to the Plat thereof, recorded in Plat Book 11, Page 71, of the Public Records of MIAMI-DADE County, Florida.

PARCEL 2:

Lot 7, Block 2, in GOLF VIEW PARK, according to the Plat thereof, recorded in Plat Book 11, Page 71, of the Public Records of MIAMI-DADE County, Florida.

PARCEL 3:

Lot 8, Block 2, in GOLF VIEW PARK, according to the Plat thereof, recorded in Plat Book 11, Page 71, of the Public Records of MIAMI-DADE County, Florida.

PARCEL 4:

Lot 9, Block 2, in GOLF VIEW PARK, according to the Plat thereof, recorded in Plat Book 11, Page 71, of the Public Records of MIAMI-DADE County, Florida.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2. Interim Agreement with the City of Miami for Use of Rights-of-Way, recorded December 5, 1985, in Official Records Book 12720, Page 3075.

CFN: 20220612942 BOOK 33319 PAGE 3158
DATE:08/03/2022 08:42:59 AM
DEED DOC 7,020.00
SURTAX 5,265.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

THIS INSTRUMENT PREPARED BY:

Ira R. Shapiro
16375 N.E. 18th Avenue, Suite 225
North Miami Beach, FL 33162
Cardenas 7619.2

RECORD AND RETURN TO:

Marina Ross, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, FL 33131

Parcel Identification No.: 01-3135-024-0170

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 29 day of July, 2022, by Papita LLC, a Florida limited liability company, (hereinafter called "Grantor") whose post office address is 7135 Collins Avenue, Apt 706, Miami, FL 33141 to Gamla Cedron HD LLC, a Delaware limited liability company (hereinafter called "Grantee"), whose post office address is 1110 NW 1st Street, Miami, FL 33128.

WITNESSETH: that Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee and Grantee's heirs, successors and assigns forever, the following described land situate in Miami-Dade County, Florida (the "Property"), to wit:

Lot 3, less the West 11.16 feet and the West 16.74 feet of Lot 4, in Block 2 of GOLF VIEW PARK, according to the Plat thereof, as recorded in Plat Book 11, at Page 71, of the Public Records of Miami-Dade County, Florida.

Subject to the following:

1. Real estate taxes for the year 2022 and subsequent years, which are not yet due and payable.
2. Restrictions, reservations, easements and other matters of record, if any, but this reference shall not operate to reimpose same.
3. Zoning laws and other governmental regulations, but not violations thereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property to Grantee, and that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except real estate taxes for the year 2022 and subsequent years, which are not yet due and payable.

IN WITNESS WHEREOF, the said grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

PAPITA LLC,
a Florida limited liability company

Witness (print name): IRA R. SHAPIRO

By: _____
Name: Justo E. Cardenas Alza
Title: Member

Witness (print name): Stacy Abreu

COUNTRY/STATE OF Florida
CITY/COUNTY OF Miami-Dade

The foregoing instrument was acknowledged, sworn to and subscribed before me by means of ☑ physical presence **OR** ☐ online notarization on this 29 day of July, 2022, by Justo E. Cardenas Alza, as Member of Papita LLC, a Florida limited liability company, on behalf of the company, who is ☐ personally known to me **OR** ☑ who produced a passport as identification.

My Commission Expires:

IRA R. SHAPIRO
Commission # HH 161976
Expires December 4, 2025
Bonded Thru Budget Notary Services

_____, Notary Public/American Embassy
IRA R. SHAPIRO
Commission/Serial Number (if any)

ACTIVE 66028430v2

LAND SALE 3

RECORDATION:	Miami-Dade County O.R. Book 33395, Page 2381
GRANTOR:	KTLC Biscayne, LLC
GRANTEE:	Richman Culmer Development Partners, LLC
DATE OF TRANSACTION:	September 15, 2022
DATE INSPECTED:	February 18, 2025
DIMENSIONS AND SIZE OF LAND:	Irregular 114,441 Square Feet 2.63 Acres
CONSIDERATION:	$23,000,000
UNIT PRICE:	$200.98 Per Square Foot
TYPE OF INSTRUMENT:	Special Warranty Deed

FOLIO NUMBER:	01-3136-037-0300
LOCATION/ADDRESS:	690 NW 13 Street Miami, Miami-Dade County, Florida
LEGAL DESCRIPTION:	See attached deed for complete legal description.
ZONING:	T6-12-O (Urban Core Transect); City of Miami
LAND USE:	Restricted Commercial; City of Miami
PRESENT USE:	Vacant
HIGHEST AND BEST USE:	Development with commercial and/or residential uses to highest allowable density.
CONDITION OF TRANSACTION:	Arm's length transaction.
FINANCING:	Cash to seller
ENCUMBRANCES:	Zoning laws, ordinances and regulations imposed by government authority, easements, covenants, conditions and restrictions of record.
TYPE OF IMPROVEMENTS:	None
TOPOGRAPHY/ELEVATION:	Level and at street grade
UTILITIES:	All available to the site.
VERIFICATION:	Michael Fay, RE Agent 305-447-7824 By: Andrew Magenheimer (February 2025)
MOTIVATION OF PARTIES:	Grantors apparently motivated by profitable sale of the property. Grantee plans to develop the site with 515 apartments to be known as Culmer Village.
CASH EQUIVALENCY CONSIDERATION:	Not applicable

EXPOSURE TIME:	Not available
MARKETING TIME:	Not available
REMARKS:	This property has frontage on NW 7 Avenue, a main north-south thoroughfare in the neighborhood.
PRIOR SALE:	$9,500,000 in October 2019

PHOTOGRAPH OF LAND SALE 3
Taken by Andrew H. Magenheimer on February 18, 2025
Slack, Johnston & Magenheimer, Inc.
7245 SW 87th Avenue, Suite 300, Miami, Florida 33173

CFN: 20220742810 BOOK 33395 PAGE 2381
DATE:09/22/2022 10:01:56 AM
DEED DOC 138,000.00
SURTAX 103,500.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

NOTE TO TAX EXAMINER/CLERK: The consideration paid for this property is $23,000,000.00.

This instrument prepared by:

Norman Leopold, Esq.
LEOPOLD KORN, P.A.
20801 Biscayne Boulevard, Suite 501
Aventura, FL 33180

Record and return to:

Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Boulevard, Suite 310
Boca Raton, Florida 33431

[Space above line reserved for recording office use]

Folio No. 01-3136-037-0300

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the 15th day of September, 2022, by **KTLC BISCAYNE, LLC**, a Florida limited liability company, whose post office address is 2055 US Highway 1, Vero Beach, FL 32960, hereinafter called Grantor, to **RICHMAN CULMER DEVELOPMENT PARTNERS, LLC**, a Florida limited liability company, whose post office address is 477 Rosemary Avenue, Suite 301, West Palm Beach, FL 33401 hereinafter called Grantee:

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its heirs and assigns forever, all that certain land situate, lying and being in Miami-Dade County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO: Taxes for the year 2022 and subsequent years; conditions, limitations, restrictions, reservations and easements of record which are not reimposed by this instrument; and zoning ordinances and governmental regulations, if any.

TOGETHER WITH: all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons lawfully claiming by, through and under Grantor but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

Print name: Irina Carrington

Print name: Irina Zorc

KTLC BISCAYNE, LLC, a Florida limited liability company

By: Kite Tax Lien Capital, LLC, a Florida limited liability company, its Manager

By: _____
Kelly P. Kite, Jr., Manager

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~ Indian River

The foregoing instrument was acknowledged before me , by means of [X] physical presence or [ ] online notarization, this 13 day of September , 2022, by Kelly P. Kite, Jr., Manager of Kite Tax Lien Capital, LLC, a Florida limited liability company, the Manager of KTLC BISCAYNE, LLC, a Florida limited liability company, who [X] is personally known to me or [ ] produced _____ as identification.

IRINA ELAINE ZORC
Notary Public - State of Florida
Commission # HH 225433
My Comm. Expires Feb 7, 2026
Bonded through National Notary Assn.

_____
Notary Public

Print name: Irina Zorc
My commission expires: Feb 7, 2026

SLACK JOHNSTON MAGENHEIMER

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of MIAMI-DADE, State of Florida, and described as follows:

Tract "A":

Begin at the Northwest corner of SEVENTH AVENUE COMMERCIAL SUBDIVISION, according to Plat thereof, recorded in Plat Book 39, Page 24, of the Public Records of Miami-Dade County, Florida, and run North along the east boundary line of Northwest 7th Avenue, Miami, Florida, as now situated, a distance of 411.93 feet to the Point of Beginning of the tract of land herein described; thence run East a distance of 100 feet parallel to the South line of Northwest 13th Street, Miami, Florida, as now situated, to a point; thence run North a distance of 100 feet parallel to the East boundary line of Northwest 7th Avenue, Miami, Florida, as now situated, to the South line of Northwest 13th Street, Miami, Florida, as now situated; thence run West a distance of 100 feet along the South line of Northwest 13th Street, Miami, Florida, as now situated, to a point; thence South along the East line of Northwest 7th Avenue, Miami, Florida, as now situated, to the Point of Beginning; lying and being in Miami-Dade County, Florida.

Tract "B":

Begin at the Northwest corner of SEVENTH AVENUE COMMERCIAL SUBDIVISION, according to Plat thereof, recorded in Plat Book 39, Page 24, of the Public Records of Miami-Dade County, Florida, and run North along the East boundary of Northwest 7th Avenue, Miami, Florida, as now situated, a distance of 211.93 feet to the Point of Beginning of the tract of land herein described; thence run East, a distance of 100 feet parallel to the South line of Northwest 13th Street, Miami, Florida, as now situated to a point; thence run North a distance of 200 feet parallel to the East boundary line of Northwest 7th Avenue, Miami, Florida, as now situated; thence run West a distance of 100 feet parallel to the South line of Northwest 11th Street, Miami, Florida, as now situated, said point being the East boundary line of Northwest 7th Avenue, Miami, Florida, as now situated; thence run South 200 feet along the East boundary line of Northwest 7th Avenue, Miami, Florida, as now situated, to the Point of Beginning; lying and being in Miami-Dade County, Florida.

Tract "C":

Begin at the Northwest corner of Lot "K" of SEVENTH AVENUE COMMERCIAL SUBDIVISION, according to Plat thereof, recorded in Plat Book 39, Page 24, of the Public Records of Miami-Dade County, Florida, and run North along the East boundary line of Northwest 7th Avenue, Miami, Florida, a distance of 211.93 feet to a point, and thence run East parallel to the South line of Northwest 13th Street, Miami, Florida, a distance of 100 feet to the Point of Beginning of the tract of land hereinafter described thence continue East parallel to the South line of Northwest 13th Street aforesaid to the West boundary line of the right-of-way of the Seaboard All Florida Railroad; thence Northwesterly along the Westerly boundary line of the right-of-way of the Seaboard All Florida Railroad to a concrete monument (said monument being 204.37 feet South of the South line of Northwest 13th Street aforesaid); thence run North along the West boundary line of said right-of-way of Seaboard All Florida Railroad a distance of 204.37 feet to

the South line of Northwest 13th Street aforesaid; thence run West along the South boundary line of Northwest 13th Street aforesaid a distance of 127.54 feet; thence run South a distance of 300 feet to the Point of Beginning; lying and being in Miami-Dade County, Florida.

Tract "D":

For the Point of Beginning commence 10 feet North of the Northwest corner of Lot "K", of SEVENTH AVENUE COMMERCIAL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 39, Page 24, of the Public Records of Miami-Dade County, Florida; thence run North along the East boundary line of Northwest 7th Avenue, Miami, Florida, as now situated, a distance of 201.93 feet; thence run East parallel with the South line of Northwest 13th Street, Miami, Florida, as now situated, to the West boundary line of the right-of-way of the Seaboard All Florida Railroad as now situated; thence run Southeasterly along the Westerly boundary line of the right-of-way of the Seaboard All Florida Railroad as now situated, to a point due East of the Point of Beginning; thence run West parallel with the South line of Northwest 13th Street, Miami, Florida, as now situated, to the Point of Beginning; lying and being in Miami-Dade County, Florida.

LESS AND EXCEPT from the above-described combined lands that certain right-of-way conveyed by Florida Department of Transportation Maintenance Map 87140-2535 recorded in Road Plat Book 152, Page 9, of the Public Records of Miami-Dade County, Florida.

Tax Identification No. 01-3136-037-0300

LAND SALE 4

RECORDATION:	Miami-Dade County O.R. Book 33569, Page 2892 O.R. Book 33652, Page 565 O.R. Book 33936, Page 4980
GRANTOR:	Innovative Investments & Asset Management Corp., VF 7TH Avenue, LLC, & Hoopie Rentals LLC
GRANTEE:	East Urban, LLC
DATE OF TRANSACTION:	January 30, 2023 March 28, 2023 September 29, 2023
DATE INSPECTED:	February 18, 2025
DIMENSIONS AND SIZE OF LAND:	Flag 28,716 Square Feet 0.66 Acre

CONSIDERATION:	$ 725,000 $ 580,000 $3,050,000 $4,355,000
UNIT PRICE:	$151.66 Per Square Foot
TYPE OF INSTRUMENT:	Warranty Deeds
FOLIO NUMBER:	01-3135-019-0110 01-3135-019-0100 01-3135-019-0080 01-3135-019-0090 01-3135-019-0191
LOCATION/ADDRESS:	1520-1616 NW 7th Avenue Miami, Miami-Dade County, Florida
LEGAL DESCRIPTION:	See attached deeds for complete legal description.
ZONING:	CI-HD (Civic Institution Zones-Health District); City of Miami
LAND USE:	Major Public Facility HD/HDRAC; City of Miami
PRESENT USE:	Improved with an older apartment buildings
HIGHEST AND BEST USE:	Redevelopment with commercial and/or residential uses to highest allowable density.
CONDITION OF TRANSACTION:	Arm's length transaction.
FINANCING:	Cash to seller
ENCUMBRANCES:	Zoning laws, ordinances and regulations imposed by government authority, easements, covenants, conditions and restrictions of record.
TYPE OF IMPROVEMENTS:	Older apartment buildings
TOPOGRAPHY/ELEVATION:	Level and at street grade

UTILITIES:	All available to the site.
VERIFICATION:	Melvin Black, Grantor (305) 496-9969 By: Andrew Magenheimer (February 2025)
MOTIVATION OF PARTIES:	Grantors apparently motivated by profitable sale of the property. Grantee plans for use by the University of Miami.
CASH EQUIVALENCY CONSIDERATION:	Not applicable
EXPOSURE TIME:	Not available
MARKETING TIME:	Not available
REMARKS:	This property has frontage on two streets. Based on discussion with the parties involved in this sale and sales in the area, the existing improvements are not considered to provide significant contributory value.
PRIOR SALE:	North portion of the property sold in November 2020 for $2,055,000

PHOTOGRAPH OF LAND SALE 4
Taken by Andrew H. Magenheimer on February 18, 2025
Slack, Johnston & Magenheimer, Inc.
7245 SW 87th Avenue, Suite 300, Miami, Florida 33173

CFN: 20230078122 BOOK 33569 PAGE 2892
DATE:02/06/2023 09:08:08 AM
DEED DOC 4,350.00
SURTAX 3,262.50
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument prepared by:
Amarilis Adorno Esq. PA
Amarilis Adorno
1000 Brickell Avenue
Suite 720
Miami, FL 33131

Record and Return to:
Old Republic National Title Insurance Company
600 W. Hillsboro Blvd.
Ste 450
Deerfield Beach, Florida 33441

WARRANTY DEED

This Warranty Deed Made this 30 day of January, **2023 INNOVATIVE INVESTMENTS & ASSET MANAGEMENT CORP., a Florida Corporation, as Trustee under a Florida Land Trust Agreement dated 11-23-2018** hereinafter called the grantor, whose post office address is: **2520 CORAL WAY SUITE#2081 MIAMI, FL 33145** to: **East Urban, LLC, a Florida Limited Liability Company**, whose post office address is: **1400 NW 10th Avenue #408H Miami FL 33136** hereinafter called the grantee, **WITNESSETH**: That said grantor, for and in consideration of the sum of $10.00 Dollars, and other variable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, and grantee's heirs and assigns forever, all that certain land situated in **Miami-Dade County, Florida, to wit:**

Lot 11, in Block 1, of Highland Park, according to the Plat thereof as recorded in Plat Book 2, at Page 13, of the Public Records of Miami-Dade County, Florida; Less and Excepting the Easterly portion of Lot 11, lying between the City of Miami Base Building Line which is 32.5 feet West of and parallel with the section line of North West 7th Avenue, and the East property line of Lot 11, as shown on the plat of "Highland Park", Plat Book 2 at Page 13.

A/K/A: 1520 N.W. 7 Avenue Miami, FL 33136
Folio: 01-3135-019-0110

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2022.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates)

SLACK JOHNSTON MAGENHEIMER

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence as to:

Witness
Printed Name: Molly Tunon

Witness
Printed Name: John P. Urves

Placido Diaz, as President of INNOVATIVE INVESTMENTS & ASSET MANAGEMENT CORP., a Florida Corporation, Trustee under a Florida Land Trust Agreement dated 11-23-2018

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on this 30 day of January, 2023 by **Placido Diaz, as President of INNOVATIVE INVESTMENTS & ASSET MANAGEMENT CORP., a Florida Corporation, Trustee under a Florida Land Trust Agreement dated 11-23-2018** Who is/are personally known to me or who has/have produced FL DL as identification.

Notary Public State of Florida
Molly Tunon
My Commission GG 347938
Expires 06/23/2023

Notary Public
My Commission Expires:
Serial Number:

CFN: 20230227153 BOOK 33652 PAGE 565
DATE:04/05/2023 03:28:49 PM
DEED DOC 3,480.00
SURTAX 2,610.00
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

Prepared by:
GILBERT A. CONTRERAS
Attorney at Law
Contreras & Camacho PA
141 Almeria Avenue
Coral Gables, FL 33134
786-594-0180
File Number: 23-112

After recording return to:
Old Republic National Title Insurance Company
600 W. Hillsboro Blvd. Suite 450
Deerfield Beach, FL 33441
954-421-4599
Parcel Identification No. 01-3135-019-0100

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE made this 28 day of **March, 2023** between **VF 7TH AVENUE, LLC, a Florida limited liability company** whose post office address is 2700 West 84th Street Hialeah, FL 33016 of the County of Miami-Dade, State of Florida, grantor*, and **EAST URBAN, LLC, a Florida limited liability company** whose post office address is 1400 NW 10th Avenue, Suite 205P, Miami Florida 33136, County of **Miami-Dade**, State of **Florida**, grantee*,

WITNESSETH that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County**, **Florida**, to-wit:

Lot 10, in Block 1, of Highland Park, according to the Plat thereof as recorded in Plat Book 2, at Page 13, of the Public Records of Miami-Dade County, Florida.

Also known as: 1604 NW 7 Avenue, Miami, FL 33136 ("Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO the easements, restrictions, agreements and reservations of record without any intent to reimpose same, and all real estate taxes for 2023 and all subsequent years.

TO HAVE AND TO HOLD the above-described Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND said grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

SLACK JOHNSTON MAGENHEIMER

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Crystal Rodriguez

Witness Name: Julissa Ruiz

VF 7TH AVENUE, LLC, a Florida limited liability company

By: _____
Rene Vivo, Manager

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 28th day of March, 2023 by RENE VIVO, Manager of VF 7TH AVENUE LLC, a Florida limited liability company, by authority duly vested in him by said company, on behalf of said firm. He [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

JULISSA RUIZ
Commission # GG 969013
Expires June 10, 2024
Bonded Thru Budget Notary Services

Notary Public State of Florida
Printed Name: Julissa Ruiz
My Commission Expires: June 10, 2024

CFN: 20230759733 BOOK 33936 PAGE 4980
DATE:10/23/2023 01:21:20 PM
DEED DOC 18,300.00
SURTAX 13,725.00
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by and return to:
Jerron Kelley
Kelley & Grant, P.A.
370 Camino Gardens Boulevard
301
Boca Raton, FL 33432
(561) 672-1161
File No 22-723AW

Parcel Identification No 01-3135-019-0080
01-3135-019-0090
01-3135-019-0191

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **29th day of September, 2023** between **Hoopie Rentals LLC, a Florida Limited Liability Company**, whose post office address is **3225 McLeod Drive, Las Vegas, NV 89121**, Grantor, to **East Urban, LLC, a Florida Limited Liability Company**, whose post office address is **9853 Tamiami Trail North, 107, Naples, FL 34108,** Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade, Florida, to-wit:

PARCEL 1
Lot 8, less the North 6.03 feet thereof, Block 1, Highland Park, according to the Plat thereof, recorded in Plat Book 2, Page 13, of the Public Records of Miami-Dade County, Florida.

PARCEL 2
Lot 9, Block 1, Highland Park, according to the Plat thereof, recorded in Plat Book 2, Page 13, of the Public Records of Miami-Dade County, Florida.

PARCEL 3
Lot 21 less the West 5 feet thereof, Block 1, of Highland Park, according to the Plat thereof, recorded in Plat Book 2, Page 13, of the Public Records of Miami-Dade County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

NotaryCam Doc ID: 0d0784b6-f7d1-446d-a07d-12e05e596459

SLACK JOHNSTON MAGENHEIMER

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Cynthia Allen
WITNESS
PRINT NAME: Cynthia Allen

WITNESS
PRINT NAME: Akbar Ahmed

Hoopie Rentals LLC, a Florida Limited Liability Company
By: Bonsai Holding, LLC, a Wyoming Limited Liability Company, Manager

By: Steven Karo
Steven Karo, Manager

STATE OF Texas
COUNTY OF Collin

The foregoing instrument was acknowledged before me by means of ( ) physical presence or (✓) online notarization this 28 day of September, 2023 by Steven Karo, Manager of Bonsai Holding, LLC, a Wyoming Limited Liability Company, Manager of Hoopie Rentals LLC, a FL Limited Liability Company.

Signature of Notary Public Akbar Ahmed
Print, Type/Stamp Name of Notary
My commission expires: 5/22/2024
Personally known: ✓
OR Produced Identification:

AKBAR AHMED
Notary ID #132491775
My Commission Expires
May 22, 2024

Type of Identification Produced: Driver License

Completed via Remote Online Notarization using 2 way Audio/Video technology.

NotaryCam Doc ID: 0d0784b6-f7d1-446d-a07d-12e05e596459

SLACK JOHNSTON MAGENHEIMER

LAND SALE 5

RECORDATION:	Miami-Dade County O.R. Book 33921, Page 4005
GRANTOR:	Miami-Dade County
GRANTEE:	University of Miami
DATE OF TRANSACTION:	October 5, 2023
DATE INSPECTED:	February 18, 2025
DIMENSIONS AND SIZE OF LAND:	Irregular 36,398 Square Feet 0.84 Acre
CONSIDERATION:	$6,205,000
UNIT PRICE:	$170.48 Per Square Foot
TYPE OF INSTRUMENT:	County Deed

FOLIO NUMBER:	01-3135-057-0030 01-3135-066-0010
LOCATION/ADDRESS:	1428 NW 11 Avenue Miami, Miami-Dade County, Florida
LEGAL DESCRIPTION:	See attached deed for complete legal description.
ZONING:	CI-HD (Civic Institution Zones-Health District); City of Miami
LAND USE:	Major Public Facility HD/HDRAC; City of Miami
PRESENT USE:	Improved with a one-story office building
HIGHEST AND BEST USE:	Redevelopment with commercial and/or residential uses to highest allowable density.
CONDITION OF TRANSACTION:	Arm's length transaction.
FINANCING:	Cash to seller
ENCUMBRANCES:	Zoning laws, ordinances and regulations imposed by government authority, easements, covenants, conditions and restrictions of record.
TYPE OF IMPROVEMENTS:	Older office building
TOPOGRAPHY/ELEVATION:	Level and at street grade
UTILITIES:	All available to the site
VERIFICATION:	Melvin Black, Grantor (305) 496-9969 By: Andrew Magenheimer (February 2025)
MOTIVATION OF PARTIES:	Grantor apparently motivated by profitable sale of the property. Grantee plans to redevelop the site for use by the University of Miami.
CASH EQUIVALENCY CONSIDERATION:	Not applicable

EXPOSURE TIME:	Not available
MARKETING TIME:	Not available
REMARKS:	This property has frontage on two streets. Based on discussion with the parties involved in this sale and sales in the area, the existing improvements are not considered to provide significant contributory value.
PRIOR SALE:	None in the prior five years

PHOTOGRAPH OF LAND SALE 5
Taken by Andrew H. Magenheimer on February 18, 2025
Slack, Johnston & Magenheimer, Inc.
7245 SW 87th Avenue, Suite 300, Miami, Florida 33173

Instrument prepared by:
Public Health Trust of Miami-Dade County
Real Estate Services Department
1611 NW 12 Avenue
Miami, Florida 33136

Record and return to:
University of Miami
1230 South Dixie Highway, Ste 1250
Coral Gables, FL 33146
Attn: Robert Vale, Esq.

Folio No 01-3135-057-0030 and Portion of Folio No. 01-3135-066-0010
3212500A5MC

CFN 2023R0726908
OR BK 33921 Pgs 4005-4009 (5Pgs)
RECORDED 10/12/2023 14:09:29
DEED DOC TAX $37,230.00
SURTAX $27,922.50
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

COUNTY DEED

THIS COUNTY DEED, made this 5 day of October, 2023 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128, and UNIVERSITY OF MIAMI, a Florida not-for-profit corporation (hereinafter "Grantee") whose address is 1400 NW 10 Avenue, Suite 212A, Miami, Florida 33136.

WITNESSETH:

That the County, for and in consideration of the sum of $6,205,000.00 to it in hand paid by the Grantee, receipt and sufficiency hereby being acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, the following legally described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

LEGAL DESCRIPTION
EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations, ordinances, restrictions, conditions, and other prohibitions imposed by any governmental authority with jurisdiction over the Property; all covenants, conditions, restrictions, easements, rights of way, reservations, rights,

SLACK JOHNSTON MAGENHEIMER

agreements and encumbrances, whether or not of record, except as provided in paragraph 8 of this County Deed; taxes for the year of closing and subsequent years; and the following restrictions:

(1) This conveyance is made solely for not-for-profit community interest and welfare purposes for Grantee to construct and maintain a multi-story medical education building complex and related improvements on the Property ("Building"), and any related not-for-profit uses consistent with the mission of the Grantee, including its Miller School of Medicine, and for no other use.

(2) Within 15 years of the recording of this Deed, Grantee shall substantially complete construction of the Building, as determined in the sole discretion of the County Mayor or County Mayor's designee, which shall be evidenced by a temporary or permanent certificate of completion or its equivalent, and shall provide said documentation to the County.

(3) Grantee shall not assign, lease, convey, or transfer its interest in the Property or this Deed without the prior written consent of the Miami-Dade County Board of County Commissioners, which may be withheld in its sole and absolute discretion.

(4) If, in the sole discretion of the County: (i) the Grantee fails to substantially complete construction of the Building as set forth in paragraph 2 herein; or (ii) the Grantee ceases to exist or to maintain its status as a not-for-profit entity, then Grantee shall correct or cure the default/violation within thirty (30) days of notification of the default/violation by the County as determined in the sole discretion of the County. If the Grantee fails to remedy the default/violation within thirty (30) days, title to the Property shall revert to the County, at the option of the County, upon written notice of such failure to remedy the default/violation. In the event of such reverter, Grantee shall immediately deed such property back to the County, and the County shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Grantee. The County retains such reversionary interest in the Property, which right may be exercised by the County at the option of the County, in accordance with the Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County without notice to or consent by, Grantee. Any failure or delay in exercising such reverter shall not be deemed a waiver of such right, and by accepting the conveyance of the Property, Grantee agrees that any defenses based upon

the County's delay or failure to exercise the right of reverter are hereby waived. This right shall be in addition to any other remedy that the County may have at law or in equity.

(5) The Property shall be connected to a sanitary sewer system, and shall not be permitted to utilize a septic tank system, in the event that any plumbing is constructed thereon which necessitates same.

(6) Grantee shall immediately pay any decree or judgment rendered against it with respect to the Property in connection with such lien, with all costs and charges. In the event of a reverter as referenced herein, any liens shall remain the responsibility of the Grantee, and Grantee shall clear any liens placed on the Property, at no cost to the County.

(7) Grantee shall provide quarterly notarized status reports to the County Mayor or County Mayor's designee with a copy to the District Commissioner in which the Property lies regarding the construction milestones set forth in paragraph 2 herein.

(8) The County does hereby remise and release unto Grantee all the right, title, interest, claim and demand which the County has in all the phosphate, minerals, metals and petroleum that is or may be in, on or under the Property, which interest may otherwise be reserved under section 270.11, Florida Statutes, subject to the reverter in paragraph 4 of this County Deed. The phosphate, mineral, metal, and petroleum rights will travel with the Property in the event of a reversion.

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

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: Anthony Lavadie - e302751

Date: 10/5/23

Address: 73 W. Flagler Street
Miami, Florida 33130

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

By: _____
Oliver G. Gilbert III, Chairperson

Approved for legal sufficiency:
By: _____
Assistant County Attorney

The foregoing was authorized by Resolution No. 813-23 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 19 day of September 2023.

SLACK JOHNSTON MAGENHEIMER

EXHIBIT A

Tract C:

Tract "C", Biscayne Civic Center Plaza, as recorded in Plat Book 115, Page 63, of the Public Records of Miami-Dade County, Florida.

and

Portion of Tract A:

A Portion of Tract "A", Papanicolaou Tract, as recorded in Plat Book 127, Page 63, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast Corner of said Tract "A", thence South 01°25'43" East, along the East Line of said Tract "A", for a distance of 266.92 feet (266.80 feet per plat) to a point being the Southeast corner of said Tract "A", thence South 87°33'29" West, along the south line of said Tract "A", for a distance of 104.58 feet; thence North 02° 26'54" West, for a distance of 267.12 feet to a point along the North Line of said Tract "A"; thence North 87°41'23" East, along said North Line of Tract "A", for a distance of 109.33 feet to the point of beginning.

LAND SALE 6

RECORDATION:	Miami-Dade County O.R. Book 34071, Page 1141 O.R. Book 34019, Page 2838
GRANTORS:	Grupo C-Park, LLC & Enis Realty Ltd.
GRANTEE:	Calta Health District, LLC
DATE OF TRANSACTION:	December 13 & 14, 2023
DATE INSPECTED:	February 18, 2025
DIMENSIONS AND SIZE OF LAND:	Irregular 47,107 Square Feet 1.08 Acres
CONSIDERATION:	$ 7,200,000 $10,000,000 $17,200,000
UNIT PRICE:	$365.13 Per Square Foot

TYPE OF INSTRUMENT:	Special Warranty Deed & Warranty Deed
FOLIO NUMBER:	01-3135-011-0170 01-3135-011-0190 01-3135-011-0200 01-3135-011-0210 01-3135-011-0220 01-3135-011-0360
LOCATION/ADDRESS:	1469 NW 13 Terrace Miami, Miami-Dade County, Florida
LEGAL DESCRIPTION:	See attached deeds for complete legal description.
ZONING:	T6-12-O (Urban Core Transect); City of Miami
LAND USE:	Restricted Commercial HDRAC; City of Miami
PRESENT USE:	Improved with older commercial/office/ apartment buildings
HIGHEST AND BEST USE:	Redevelopment with commercial and/or residential uses to highest allowable density.
CONDITION OF TRANSACTION:	Arm's length transaction.
FINANCING:	Cash to sellers
ENCUMBRANCES:	Zoning laws, ordinances and regulations imposed by government authority, easements, covenants, conditions and restrictions of record.
TYPE OF IMPROVEMENTS:	Older commercial/office/apartment buildings
TOPOGRAPHY/ELEVATION:	At time of sale, the site was improved with older commercial/office/apartment buildings
UTILITIES:	All available to the site.
VERIFICATION:	Virgilio Fernandez, RE Agent (305) 613-4507 By: Chris LaPlant (February 2025)

MOTIVATION OF PARTIES:	Grantors apparently motivated by profitable sale of the property. Grantee plans to redevelop the site into a mixed-use project.
CASH EQUIVALENCY CONSIDERATION:	Not Applicable
EXPOSURE TIME:	Not available
MARKETING TIME:	Not available
REMARKS:	This property has a corner location.
PRIOR SALE:	The 2-story apartment building at 1453 NW 13 Terrace sold in June 2022 for $2,100,000

PHOTOGRAPH OF LAND SALE 6
Taken by Andrew H. Magenheimer on February 18, 2025
Slack, Johnston & Magenheimer, Inc.
7245 SW 87th Avenue, Suite 300, Miami, Florida 33173

SLACK JOHNSTON MAGENHEIMER

CFN: 20240075349 BOOK 34071 PAGE 1141
DATE:01/29/2024 02:47:46 PM
DEED DOC 43,200.00
SURTAX 32,400.00
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This Instrument Prepared by:
Michael D. Gallinar, Esquire
Adams Gallinar, P.A.
1000 Brickell Avenue, Suite 300
Miami, Florida 33131

Record and Return to:
Jose J. Leonardo, Esq.
Leonardo Title Services, Inc.
500 South Dixie Highway, Suite 204
Coral Gables, Florida 33146

Folio No.: 01-3135-011-0170

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 13 day of December, 2023, by Grupo C-Park, LLC, a Florida limited liability company (the "Grantor"), whose mailing address is 1000 Brickell Avenue, Suite 1015, Miami, Florida 33131, to Calta Health District, LLC, a Florida limited liability company (the "Grantee"), whose mailing address is 3109 Ponce De Leon Boulevard, Coral Gables, Florida 33134.

WITNESETH:

Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the real property located in Miami-Dade County, Florida, described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"):

THE CONVEYANCE OF THE PROPERTY BY GRANTOR TO GRANTEE IS SUBJECT TO THE FOLLOWING:

1. Taxes and assessments for the year 2024 and all subsequent years.

2. Conditions, restrictions, reservations, limitations, easements and all other matters of record; provided, however, that the foregoing shall not serve to impose or reimpose the same.

3. Zoning ordinances, laws, restrictions, prohibitions and other requirements imposed or required by governmental authority; future governmental assessments for public improvements and future installments of certified governmental assessments (including, without limitation, special taxing districts), if any.

AND WITH RESPECT TO THE PROPERTY TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property.

NotaryCam Doc ID: 0d06c6bc-d153-41e3-afc9-da437c8e29b9

AND GRANTOR in favor of Grantee hereby specially warrants the title to the Property (subject to the Property matters set forth above) and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Witnesses:

Betty Krachey

Print Name: Betty Krachey

1360 Post Oak Blvd, Ste 100 MC #143, Houston, TX 77056

Lisa Svanda

Print Name: Lisa Svanda

1360 Post Oak Blvd, Ste 100 MC #143, Houston, TX 77056

Grupo C-Park, LLC, a Florida limited liability company

By: Arturo Siso

Name: Arturo Siso

Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF Sarasota)

The foregoing instrument was acknowledged to and before me by means of ☐ physical presence or ☑ online notarization this 13 day of December, 2023 by Arturo Siso, as Manager of Grupo C-Park, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced passport, as identification.

LISA SVANDA
Notary Public - State of Florida
Commission # GG 968790
My Comm. Expires Mar 12, 2024

Lisa Svanda

Name: Lisa Svanda
Notary Public, State of Florida
My Commission Expires: 3/12/2024

Notarization using 2way Audio/Video technology.

NotaryCam Doc ID: 0d06c6bc-d153-41e3-afc9-da437c8e29b9

SLACK JOHNSTON MAGENHEIMER

Exhibit A

Lots 31 and 32 of St. Johns Park, according to the plat thereof, as recorded in Plat Book 5, Page 19, of the Public Records of Miami-Dade County, Florida.

NotaryCam Doc ID: 0d06c6bc-d153-41e3-afc9-da437c8e29b9

CFN: 20230914835 BOOK 34019 PAGE 2838
DATE:12/20/2023 03:57:00 PM
DEED DOC 60,000.00
SURTAX 45,000.00
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by:
Richard M. Zelman, Esq.
Sacher, Zelman, Hartman, P.A.
9130 S. Dadeland Blvd, Suite 2000
Miami, FL 33156

Record and return to:
Jose J. Leonardo, Esq.
500 South Dixie Highway
Suite 204
Coral Gables, FL 33146

Property Appraiser's ID #:

01-3135-011-0190; 01-3135-011-0200;
01-3135-011-0210; 01-3135-011-0220;
01-3135-011-0360

WARRANTY DEED

This Warranty Deed is executed this 14th day of December, 2023, by **Enis Realty Ltd, a Florida limited partnership, also known as Enis Realty Ltd. (the "Limited Partnership"), ("Grantor")** whose post office address is 10100 Coral Creek Road, Coral Gables, FL 33156 to **CALTA HEALTH DISTRICT, LLC, a Florida limited liability company, ("Grantee")** whose post office address is 3109 Ponce de Leon Blvd., Coral Gables, FL 33134.

Enis Realty, Ltd, a Florida limited partnership, is one in the same as grantee, Enis Realty Ltd, a Florida limited partnership, recorded in Warranty Deed recorded in Official Records Book 29881, Page 2898 and Official Records Book 33232, Page 2026.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, **and together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

And, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against

the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to the Grantor
in the presence of:

WITNESSES:

Print Name: Mirleya Delgado

Print Name: Helene DeRosier

ENIS REALTY GROUP, LTD., a Florida limited partnership

Colleen Enis, General Partner

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization, this 14th day of December, 2023, by Colleen Enis, who is the general partner of Enis Realty Group, Ltd., a Florida limited partnership, who is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public
My Commission Expires:

MARIA M. BARRIOS
Notary Public - State of Florida
Commission # HH 044730
My Comm. Expires Nov 12, 2024
Bonded through National Notary Assn.

SLACK JOHNSTON MAGENHEIMER

Exhibit "A"

Legal Description

Parcel 1:

Lot 34, of ST. JOHN PARK, according to the Plat thereof, as recorded in Plat Book 5, Page 19, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lot 35, of ST. JOHN PARK, according to the Plat thereof, as recorded in Plat Book 5, Page 19, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

A portion of Lot 36, of ST. JOHN PARK, more particularly described as follows:

Commence at the Northwest corner of Lot 36, thence East 68.04 feet along the South side of N.W. 14th Street, thence Southwesterly along the arc of a curve 102.92 feet, thence Southwest 35.07 feet along the Northwest side of 13th Terrace, thence 109.8 feet to the Point of Beginning, according to the Plat thereof, as recorded in Plat Book 5, Page 19, of the Public Records of Miami-Dade County, Florida.

Parcels 4 and 5

Lot 33, and Beginning at NW corner of Lot 55 of ST. JOHN PARK, according to the Plat thereof as recorded in Plat Book 5, Page 19, of the Public Records of Miami-Dade County, Florida; thence run East 138.5 feet to the point of beginning; thence East 60 feet; thence Southwesterly 71.10 feet; thence North 38 feet to the point of beginning.

ADDENDUM B – OWNER CONTACT LETTER

SLACK
JOHNSTON
MAGENHEIMER
REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902-1992)
THEODORE C. SLACK, MAI
(1931-2015)
SUE BARRETT SLACK, MAI
(RETIRED)

February 10, 2025

Mr. Salmon Sutton-Hamui
801 North Federal Highway
Suite 221
Hallandale Beach, Florida 33009

RE: GMX Project: 83611- State Road 836 Ramp K Repair Project
Parcel: 825
Address: 800 NW 15 Street, Miami, Miami-Dade County, Florida
SJM File: 25350

Mr. Sutton-Hamui:

The Greater Miami Expressway Agency (GMX) plans to acquire a temporary easement over a portion of your property (Parcel 825) for the above referenced road improvement project. Parcel 825 contains 996 square feet (0.023 acre) and is located at southeast corner of property as depicted on the attached sketch. GMX has engaged our firm to prepare an appraisal to value the above property that is reportedly owned by your company. The purpose of the appraisal is to estimate the market value of the temporary easement over a portion of the property needed for the project at this location.

We are planning to visit the property on February 18, 2025. We would like to provide you the opportunity to accompany us on the visit, as well as afford you this opportunity to provide us with any information you would like us to consider in the preparation of the appraisal. If there are any questions, please contact us at the number below during normal business hours. Thank you in advance for your cooperation.

Sincerely,

SLACK, JOHNSTON & MAGENHEIMER, INC.

Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

ADDENDUM C – ACQUIRING DEED

CFN: 20230479244 BOOK 33789 PAGE 4426
DATE:07/12/2023 01:36:15 PM
DEED DOC 42,000.00
SURTAX 31,500.00
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

PREPARED BY:
Joanna Plessis, Esquire
SERBER & ASSOCIATES, P.A.
The Turnberry Plaza – Suite 801
2875 N.E. 191st Street
Aventura, Florida, 33180

When Recorded Return to:
c/o First American Title Ins. Co.
703 Waterford Way, Suite 500
Miami, FL 33126
NCS File No. 1183421

Folio: 01-3135-060-0020

WARRANTY DEED

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, and all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural wherever the context so admits or requires.)

THIS INDENTURE, made this 3rd day of July, 2023 between **800 NW 15 ST LLC, a Florida limited liability company,** whose post office address is 242 NW 42 Avenue, 4th Floor, MIAMI, FL 33126 ("Grantor"), and **800 MEDICAL TOWER, LLC, a Florida limited liability company**, whose post office address is 801 N Federal Hwy, Suite 221, HALLANDALE BEACH, FL 33009 (the "Grantee").

WITNESSETH, That the said Grantor, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its heirs, successors, and assigns forever, the following described land, situate, and being in the County of Miami-Dade, State of Florida, to-wit:

TRACT B, LESS THE WEST 15 FEET, OF JACKSON TOWERS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 120, PAGE 45, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FURTHER LESS THAT PORTION DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 30703, PAGE 2386, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE SAID TRACT B IN PLAT BOOK 120 AT PAGE 45, WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE LYING NORTHWESTERLY OF SR 836 AS PER F.D.O.T. RIGHT OF WAY MAP FOR SECTION 87200-2505;

THENCE RUN S60°24'53"W, ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE LYING NORTHWESTERLY OF SR 836, FOR A DISTANCE OF 123.29 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 15.00 FEET OF SAID TRACT B; THENCE RUN N02°16'45"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 1.45 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN N60°23'28"E, ALONG THAT NORTHWESTERLY EASEMENT LINE ACROSS SAID TRACT B FOR A DISTANCE OF 96.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CIRCULAR CURVE AND EASEMENT LINE, HAVING A RADIUS OF 1,663.75 FEET THROUGH A CENTRAL ANGLE OF 00°54'26" SUBTENDING A 26.35 FOOT CHORD WHICH BEARS N60°50'41"E, FOR AN ARC DISTANCE OF 26.35 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT B; THENCE RUN S02°11'23"E, ALONG THE EAST LINE OF SAID TRACT B, FOR A DISTANCE OF 1.28 FEET TO THE POINT OF BEGINNING.

SUBJECT TO:

1. Taxes for the year 2023 and subsequent years, not yet due and payable.
2. Zoning, restrictions, prohibitions, and other requirements imposed by governmental authority without intent to reimpose same.
3. Easements, plats, rights of way, limitations, reservations, conditions, covenants, restrictions and other matters of record.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of every person whomsoever.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: Joanna Plessis

Print Name: Laura De Los Ros

800 NW 15 ST LLC, a Florida limited liability company

By: _____
EDWARD ABBO, its Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this July 3, 2023 by **EDWARD ABBO**, as Manager of **800 NW 15 ST LLC, a Florida limited liability company**, who is personally known to me or who has produced _____ as identification.

Name: _____
My commission expires: 12/9/23
Notary Public, State of Florida
Commission No. GG921957

[SEAL]

JOANNA PLESSIS
NOTARY PUBLIC
Comm. # GG 921957
My Comm. Expires
Dec 9, 2023
STATE OF FLORIDA

SLACK JOHNSTON MAGENHEIMER

ADDENDUM D – PLANNER REPORT

800 NW 15 ST- SR 836 Parcel 700

From: Carlos Marín (archdomain@earthlink.net)

To: ahmmai@aol.com

Date: Friday, February 28, 2025 at 06:27 PM EST

Hello Andy:

In reference to the above referenced property, I was tasked to:

a. Discover if any plans for a building permit had been submitted to the City of Miami Building Department property and if so,
b. To find out the status of plans' approvals and
c. Provide my opinion as to when a building permit based on said plans woud be issued by the City.

Following are the findings of my investigation involving three separate visits to the City's Buiding and Resilience and Public Works Departments, examination of inspectors reports and interviews with staff:

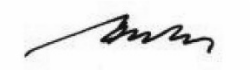
1. A Planning Department Warrant Permit was issued in March or April 2024 for a 14-story office tower. It appears the warrant granted a setback waiver for the building's north side setback.
2. In or around 4/26/24, the applicant submitted a building permit application for the office tower. It should be noted, the applicant hired several private providers to insure Florida Building Code compliance.
3. A tentative plat was approved earlier this year for the property, T-Plat No 2049.
4. Plan inspectors reports from the date of the the permit application till February 25th, 2025, show a number of outstanding issues needing resolution. The principal of these are:
    - A subdivision improvement plan required by the city resulting from the Tentative Plat needs to be reviewed by the the City.
    - Multiple corrections to the plans need to be implemented. These stem from comments by the Fire, Electrical, Mechanical, Plumbing, Structural, Environmental Resources and Transportation Departments.
    - Drainage and soil improvement plans have not been approved by the county's DERM, after county's initial disapproval.
    - A sewer allocation letter has not been issued for the project.

It is my professional opinion issuance of a building permit for the proposed office tower will take between 2 and 4 or 5 months from today's date.

I have attached images of the project drawings taken from various inspectors' video monitors, as the plans are not available in any other format. The drawings depict a 14-story tower consisting of commercial space ground floor, with a 5-story garage above it and 8 stories of office space above the garage. The site plan shows that part of the building would lie within Parcel 700 and the garage entrance driveway is located off the cul-de-sac at NW 15th Street.

Don't hesitate to call me to discuss my findings.

Regards,



Carlos Marín, AIA
archdomain@cmarin.net
786 246 0410 Mobile

East Elevation.pdf
6MB

South Elevation.pdf
1.4MB

Site Plan.pdf
3.7MB

Site Plan Detail .pdf
2.9MB

Summary of Plans Review 2-25-25.pdf
704.2kB

image001.png
8.9kB

ADDENDUM E – QUALIFICATIONS OF THE APPRAISER
ANDREW H. MAGENHEIMER, MAI

EDUCATION:

Bachelor's Degree, The University of the South, Sewanee, Tennessee, 1986

EXPERIENCE:

Over thirty years in the field of real estate, involved in various forms of consultation, appraisal, economic research and market analysis.

June, 1997 to Present, Principal, Slack, Johnston & Magenheimer, Inc.

August, 1991 to May, 1997, Senior Appraiser, Slack & Johnston, Inc.

February, 1987 to July, 1991, Staff Appraiser, Dixon & Friedman, Inc.

GENERAL APPRAISAL EXPERIENCE:

Appraisals - Vacant land, environmentally sensitive land, aviation facilities, industrial facilities, shopping centers, office buildings, apartment buildings, residential developments and single-family residences.

Consulting - Economic research, market analysis, feasibility analysis and ad valorem real estate tax assessment appeals pertaining to industrial, commercial and residential properties.

Litigation Support – Appraisals and consulting, including expert testimony, concerning various property types.

AFFILIATIONS:

Licensed Florida Real Estate Broker

Florida State-Certified General Real Estate Appraiser, Certification No. RZ1073

Appraisal Institute Member, MAI, Certificate Number 10133, Continuing Education Completed

HUD MAP Training

2002 President of the South Florida Chapter of the Appraisal Institute

Member of the Miami Board of Realtors

Member of the Florida Keys Board of Realtors

Corporate Member of Florida Airport Council (FAC)

REVIEW APPRAISER'S STATEMENT

Greater Miami Expressway Agency (GMX)

PARCEL NO.	PROJECT NO.	F.A.P. NO.	MANAGING DISTRICT	COUNTY
GMX 739	83611	N/A	GMX	Miami-Dade

Part A. I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property, or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
10. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Glass Land Acquisition Service Specialists, Inc. and GMX and I will not do so until so authorized, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

	1	2	3	4
PURPOSE *	Negotiation			
APPRAISER	Andrew H. Magenheimer, MAI			
DATE OF REPORT	3/11/2025			
DATE OF VALUE	2/18/2025			
AREA OF TAKE (W)	TCE 996 SF (0.023 Ac.)			
LAND	$26,280			
IMPROVEMENTS	$ -0-			
DAMAGES	$ -0-			
APPRAISAL TOTAL	**$26,280**			
LAND USE**	Office/Institutional			
REVIEWER	Christopher Mafera, ASA			

*Purpose: Indicate whether GMX or Owner's report and which purpose: Negotiation, Order of Taking, Date of Deposit, Surplus (i.e. GMX Neg.)
**Land Use: Identify the highest and best use as vacant as reported by the appraiser.

SUGGESTED COMPENSATION: $26,280
ALLOCATION: LAND: $26,280 IMPROVEMENTS: $-0- DAMAGES: $-0-

Value of Acquisition Including Uneconomic Remainder		
Land Area:	996 SF TCE	Partial/Whole (P/W)
Land:		$26,280
Improvements:		$-0-
Damages and/or Cost to Cure:		$-0-
Total:		$26,280

Reviewer Signature Date: 3/13/25

Reviewer Name: Christopher Mafera Cert Gen RZ 763

□ Adm. Reviewer: Date:

Field Inspection by Adm. Reviewer: Yes ___or No ___
Comments:

□ DDRWM-A Concurrence:

RWMS DATA ENTRY		
Restricted Appraisal Report? **(Y/N)** If No, choose Appraisal Report in RWMS.	N	Indicate the amount between this recommended compensation and the previous, if any: Divergence: $-0- Brief reason for divergence: Negotiation report
Size (Ac./sq. ft) of Uneconomic Remnant(s), if any.		Relate to Real Estate Interests: Review Appraiser to check applicable statement(s): x□ Appraised amounts include **all** interests (including the fee owner's, easement holder's and any tenant owned improvements for this parcel.) □ Appraised amounts **exclude certain tenant owned improvements** or other real estate interests for this parcel. Excluded interests are: _____ □ This appraisal **is not** recommended for compensation. Leave appraisal review amounts blank in the RWMS system. Leave compensation determined date blank in RWMS system. □ This appraisal is approved **for payment only**.
Value of Uneconomic Remnant(s), if any.	$	
Complexity Scale (Optional) *		

Note: Enter the size and value of the uneconomic remnant itself, if any. (This is not a summation of the acquisition and the remnant.) Just the remnant area and value should be shown in the RWMS data entry box. The sum of the acquisition and the remnant(s), if any, should be shown on the previous page.
* See RWMS User's Manual for complexity scale & descriptions.

Part B. Reviewer's Statement of reasoning in conformance with current R/W Procedures:

I. INTRODUCTION:

Intended User (Client) and Purpose or Intended Use

The client of this Review Appraiser's Statement (RAS) is the Greater Miami Expressway Agency (GMX). The intended users are various GMX employees who use the RAS for valuation purposes in the process of acquiring a Temporary Construction Easement (TCE) to repair Ramp K. The purpose and intended use of this review assignment is to evaluate the report's compliance with the Departments requirements.

Property Interests Appraised

The real estate and real property interest being appraised is fee simple for the parent tract and a temporary easement for the acquisition. Parcel 739 is a temporary construction easement. The Slack, Johnston & Magenheimer (Andrew H. Magenheimer, MAI) Appraisal Date of Report is 3/11/2025, with an effective Date of Value of 2/18/2025 (last inspection).

Identification of Report Under Review

The appraisal report was prepared by Andrew H. Magenheimer, MAI, Cert. Gen. RZ 1073 of Slack, Johnston & Magenheimer, Inc., 7245 SW 87th Avenue, Suite 300, Miami, Florida 33173. Professional assistance was provided to Mr. Magenheimer by Christopher W. LaPlant, Cert. Gen. RZ 1494. Carlos Marin land planner architect provided land planning services. The appraisal was prepared for Glass Land Acquisition Service Specialists, Inc. and GMX.

The subject property is located at the southwest corner of NW 15th Street and NW 8th Avenue in the Healthcare District neighborhood of the City of Miami. The address is 800 N W 15th Street.

The owner of record is: 800 Medical Tower, LLC. The address is 801 N. Federal Highway, Suite

221, Hallandale Beach, FL 33009.

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Date of Value

The following dates apply to the report under review:

Date of Report: March 11, 2025
Date of Value: February 18, 2025
Date of Review: March 13, 2025

The review appraiser field inspected the subject property on March 12, 2025.

Overview of the Subject Property

The subject property is located at the southwest corner of NW 15th Street and NW 8th Avenue in the Healthcare District neighborhood of the City of Miami. The address is 800 NW 15th Street. The Miami-Dade County Property Appraiser tax identification number is 01-3135-060-0020.

The subject site contains 0. 474 acre +/- or 20,656 square feet +/-. The site size is from the Miami-Dade County Property Appraiser's records. The site is an irregular shaped site with two street frontages. The subject is adjacent to Ramp K of SR 836. The subject has a land use designation of Major Institutional, Public Facilities, Transportation and Utilities with an HD/HDRAC overlay; and the zoning district is CI-HD (Health District) by the City of Miami.

The subject was previously improved with an office building containing 10,754 SF, which was built in 1961 with subsequent additions. Recently, the improvements have been demolished to allow for redevelopment. According to Carlos Marin, a 14 story office building is proposed.

Parcel 739 is a Temporary Construction Easement (TCE) containing 996 SF and improvements in this area consists of fencing. According to the proposed easement GMX will repair damage to the Easement Area resulting from its exercise of its Easement and will at the conclusion of the Construction Term (9 months) return the Easement Area to its original condition.

Scope of the Appraisal Review

This appraisal review consists of a review of the appraisal report in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and additional requirements of GMX. The appraisal report was read and analyzed, and the reviewer made a field inspection of the subject property.

The nature, extent, and detail of the review process consisted of both a desk and field review of the subject property and all comparable sales identified in the market. The date the reviewer received the report was 3/7/2025. The date the reviewer inspected the subject and data was 3/12/2025. The review of this appraisal report was completed and the date of this review is the date that this RAS is signed by this Review Appraiser.

Completeness of Report Under Review

The appraisal report identifies and describes the real estate being appraised, the interest being appraised, the purpose and use of the appraisal, the effective date of the appraisal and the date of the report. The appraisal states all assumptions and limiting conditions that affect the analysis, opinions and conclusions.

Appropriateness of Appraisal Methods and Technique Utilized

The appraiser developed the Sales Comparison Approach "As Vacant" to value the subject, and elements of the Income Approach to estimate the value of the part acquired (TCE). Since the subject is vacant land the Cost Approach was not developed. Land value was estimated for the subject property based on the estimated highest and best use for office development.

II. SPECIAL INSTRUCTIONS:

Glass Land Acquisition Service Specialist, Inc. (GLA) and GMX provided no special instructions.

III. SYNOPSIS OF APPRAISAL DATA:

Existing Use of Subject Property: Vacant

Site Size and Shape: 20,656 SF (0.474 acre); irregular
Road Frontage: NW 15 Street; and NW 8 Avenue
Site Improvements: Paved parking
Access: NW 8 Avenue
Building Improvements: None
Year Built and Condition: N/A
Unusual or lengthy leases: None known
Future Land Use: HD/HDRA
Zoning: CI-HD (Health District)
Contamination Concerns**:** None Noted
Easements/Encroachments: GMX formerly MDX - easement along south boundary.

Highest and Best Use Analysis

The appraiser concludes the following highest and best uses for the subject property:

"As Vacant" "….development of an optimum size office development within the constraints of zoning and market demand."

"As Improved" N/A vacant

V. ADEQUACY AND RELEVANCE OF THE DATA AND PROPRIETY OF ANY ADJUSTMENTS TO THE DATA:

The data submitted by the appraiser are both adequate and relevant to resolve the appraisal problem.

Land Valuation

The highest and best use of the subject vacant land is office development. The appraiser presented six (6) land sales and discussed other sales considered but not used. The comparable sales presented are considered to be substitute and competitive properties in the market. The sales ranged from $151.66 to $365.13 per square foot. The conclusion of land value was estimated at $350.00 per square foot of site area, indicating a value as follows:

Parent Site: 20,656 SF x $350.00 PSF = **$7,230,000** rounded

Cost Approach: NA

Income Approach: NA

Reconciled value for each approach (Before Valuation):

Sales Comparison Approach	$7,230,000
Cost Approach	$NA
Income Approach	$NA
Correlated before value of the subject	**$7,230,000**

VI. PART ACQUIRED:

The part acquired is a temporary construction easement (TCE) containing 996 SF (0.023 acre) for a term of 9 months. A land capitalization rate of 10% has been estimated, which is considered appropriate. Due to the short term of the temporary easement the monthly rent was not discounted. The calculations are as follows:

Land Value Calculation: P 739 (TCE) 996 SF x $350.00 = $350,000 rounded
Land Value $350,000 x 10% Land Capitalization Rate = $35,000
$35,000 / 12 months = $2,920 rounded x 9 months = **$26,280**

VII. DAMAGES TO THE REMAINDER:

No damages are estimated.

The remainder is the same size as the parent since the acquisition is a TCE. The remainder has the same potential and the unit value is based on the same $350.00 per square foot, indicating a value as follows:

Remainder Site: 20,656 SF x $350.00 PSF = **$7,230,000** rounded

Damages are calculated as follows:

Value of the Remainder as Part of the Whole	$7,230,000
Less Value of the Remainder, Appraised	$7,230,000
Indicated Damages	**$ -0-**

VIII. SPECIAL BENEFITS: N/A

IX. APPROPRIATENESS OF APPRAISAL METHODS AND TECHNIQUES USED AND PROVIDE THE REASONS FOR ANY DISAGREEMENT:

The appraiser's methods and techniques comply with industry standards and are acceptable.

X. APPROPRIATENESS AND REASONABLENESS OF THE ANALYSIS, OPINIONS, AND CONCLUSIONS:

The appraiser's analysis of the market data complies with industry standards and is presented in a reasonable manner. The appraiser's opinions, conclusions, and supporting data utilized are considered reasonable.

XI. ALL KNOWN PERTINENT INFORMATION INCLUDED:

The review appraiser has included and considered all known pertinent information available as of the date of the review.

XII. DIVERGENCES IN VALUES:

There is no divergence as this is the only appraisal report.

XIII. REVIEW APPRAISER'S SUGGESTED COMPENSATION AND ALLOCATION OF VALUES:

The Review Appraiser's suggested compensation is based on the values set forth on Part A of this review statement and as follows:

Suggested Compensation: $26,800

Allocation: Land $26,280 Improvements $-0- Damages $-0-

EXHIBIT 3
GMX Offer Package to Owner dated March 14, 2025

LAWSON

Adam Brandon, Shareholder

850.825.4334
adam@lawsonhuckgonzalez.com

215 South Monroe Street
Suite 320
Tallahassee, Florida 32301
www.lawsonhuckgonzalez.com

March 14, 2025

Via Certified Mail No. 9589 0710 5270 1243 7840 06
800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy., Suite 221
Hallandale Beach, Florida 33009

Re: MONETARY OFFER FOR TEMPORARY AERIAL EASEMENT OVER PARCEL 739 FOR EMRGENCY RAMP REPAIRS PROJECT ON NW 14TH STREET WESTBOUND EXIT

Dear Mr. Sutton-Hamui and Mr. Abbo:

This firm represents the Greater Miami Expressway Agency (GMX). This correspondence follows GMX's prior letters to you dated January 24, 2024, and August 13, 2024, as well as numerous phone calls and emails to you and your contractor. As previously discussed, GMX requires a temporary aerial easement above Parcel 739 to facilitate the repair of a retaining wall on the NW 14th Street westbound exit along the southside of SR 836. Given the public necessity of repairing the retaining wall of a busy exit ramp, GMX is prepared to fully compensate you for the cost of the temporary aerial easement. Enclosed is an offer for your consideration.

As background, in late 2023, a sewer line burst and damaged the soldier pile retaining wall along the exit ramp. While Miami-Dade County repaired the sewer line, GMX remains responsible for maintaining the structural integrity of the exit ramp. A compromised wall along the ramp endangers the safety of vehicles traveling on SR 836. It also poses a potential danger to adjacent properties, including Parcel 739.

GMX's engineers propose to repair the wall within nine (9) months with a crane. The crane will be placed on the ground of a public cul-de-sac adjacent to Parcel 739. There is no need for the base of the crane to enter Parcel 739. However, when the crane is in use, it will be necessary for the upper portion of the crane to swing above Parcel 739 to the ramp area.

GMX understands that your company is planning to construct a second medical building on Parcel 739. GMX further understands that your project is still in the permitting stage and that construction has not yet begun. GMX is fully prepared to work with you and your Contractor to coordinate the necessary repairs to the ramp areas to minimize any potential impact or delay to your project in the event you obtain the necessary permits and are ready to begin construction.

If possible, GMX prefers to amicably negotiate the terms of the temporary aerial easement without the need for legal action or the recording of a lis pendens in the public records

of Miami-Dade County. The exit ramp must be repaired, and GMX wants to fully compensate you for the cost of the temporary aerial easement. However, if we cannot negotiate terms that are satisfactory to both parties, please be advised that GMX will have no choice but to file a lawsuit in the Miami-Dade Circuit Court to obtain a temporary easement and/or a mandatory injunction for repair in the public interest. GMX further reserves the right to pursue all necessary legal actions to repair the retaining wall and protect public safety.

Please direct all future correspondence or communications regarding this matter to my office. If you are represented by counsel, please have your attorney contact me. I look forward to hearing from you or your attorney soon.

Sincerely,

Lawson Huck Gonzalez, PLLC

Adam Brandon, Esq.

cc: Greater Miami Expressway Agency
Glass Land Acquisition Service Specialists, Inc.

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

Glass Land Acquisition Service Specialists, Inc.
Real Estate • Right of Way • Site Selection
Licensed Real Estate Broker

March 14, 2025

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, FL 33009

Certified Mail No.: 9589 0710 5270 1243 7840 06

RE: TRANSMITTAL OF INFORMATION FOR EMERGENCY RAMP REPAIRS PROJECT-PROPERTY OWNER
Project Name: SR 836 / Dolphin Expressway Emergency Ramp Repairs
Project No.: 83611
Parcel No. 739

Dear Property Owner:

Greater Miami Expressway Agency (GMX) is currently preparing the repair of State Road 836/Dolphin Expressway Ramp K to NW 14th Street. Our firm, Glass Land Acquisition Service Specialists, Inc., is under contract with GMX to perform right of way services for this emergency ramp repair project. We will be handling acquisition, relocation, and property management services to ensure the necessary property interests are acquired and the right of way is cleared of improvements on schedule and in accordance with all applicable laws, procedures and regulations. The property you own was identified as necessary for acquisition and /or easement rights for the above mentioned project.

Enclosed you will find information that explains in detail what you can expect to occur during this process. The enclosed materials should assist you in understanding the process Enclosed you will find the following:

Boundary Survey

Purpose Language

Acquisition Process pamphlet

The area of your property needed is described in the enclosed survey. This is the area of your property which is involved in this acquisition process. You will also notice that this area has been assigned a number, known as the parcel number. Parcel numbers, as described below, indicate the type of interest GMX needs to acquire / purchase for the road project.

The fee simple ownership of the area, depicted as a 100 number on the map, needs to be acquired/purchased and ownership transferred to GMX for the purpose of roadway improvements.

A temporary construction easement is designated by a 700 number. This means that, in order to build the roadway improvement and then obtain the finished or completed project, the contractor must be able to access this easement area, which depicts a temporary construction easement. Please refer to the document for an explanation of the nature and duration of the contractor's temporary use of this area.

A permanent easement (800 number). Access to this area is necessary to enable GMX's contractor to construct the subject roadway improvement and thereafter maintain said improvement. The property will remain in your ownership throughout and after the construction project, and this easement will grant GMX your permission to enter upon this strip of land for future roadway or facilities maintenance.

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

A License indicated as a 900 number may also be needed. A license is used by the licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property and the highway improvements. The License is only valid for the duration of construction.

We encourage you to discuss your concerns, questions, and comments with us and to carefully read the enclosed information. The information in this packet is being provided to you early in the acquisition process. Please be assured that we are ready to assist you in this right of way process. GMX and Glass Land Acquisition Service Specialists, Inc. are committed to negotiating with you in good faith for the purchase of the property rights needed for this road improvement project.

Sincerely,

Glass Land Acquisition Service Specialists, Inc.

Richard R. Glass, SR/WA
Right of Way Project Manager
GMX GEC

Enclosures (Transmittal / at offer)

cc: Claudio Diaferia, M.S., P.E., Interim Chief Operating Officer
General Counsel's Office
Agent File
Records Management

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

GREATER MIAMI EXPRESSWAY

March 14, 2025

NOTICE TO OWNER

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, FL 33009

RE: Project Name: SR 836 / Dolphin Expressway Emergency Ramp Repairs
Project No.: 83611
Parcel No. 739

Dear Property Owner:

The Greater Miami Expressway Agency (GMX) is preparing the following improvement of the above referenced transportation project:

Repair of Ramp K to NW 14th Street

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Boundary Survey

Purpose Language

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when GMX must acquire real estate from you. The following is a summary of your rights:

- You may obtain copies of GMX's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with GMX's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

We want to negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let us know. Regardless of whether we can reach agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

If you experience any problems, please do not hesitate to contact:

Richard R. Glass, SR/WA
Glass Land Acquisition Service Specialists, Inc.
6401 SW 87 Avenue, Suite 112
Miami, FL 33173
(305) 270-8980

Sincerely,

Signed by:
Claudio Diaferia
12B434A0F4704FC...
Claudio Diaferia, M.S., P.E.
Interim Chief Operating Officer
Greater Miami Expressway Agency

Enclosures:

Boundary Survey
Purpose Language
Acquisition Process Pamphlet

cc: General Counsel's Office
Records Management

Received by: _____

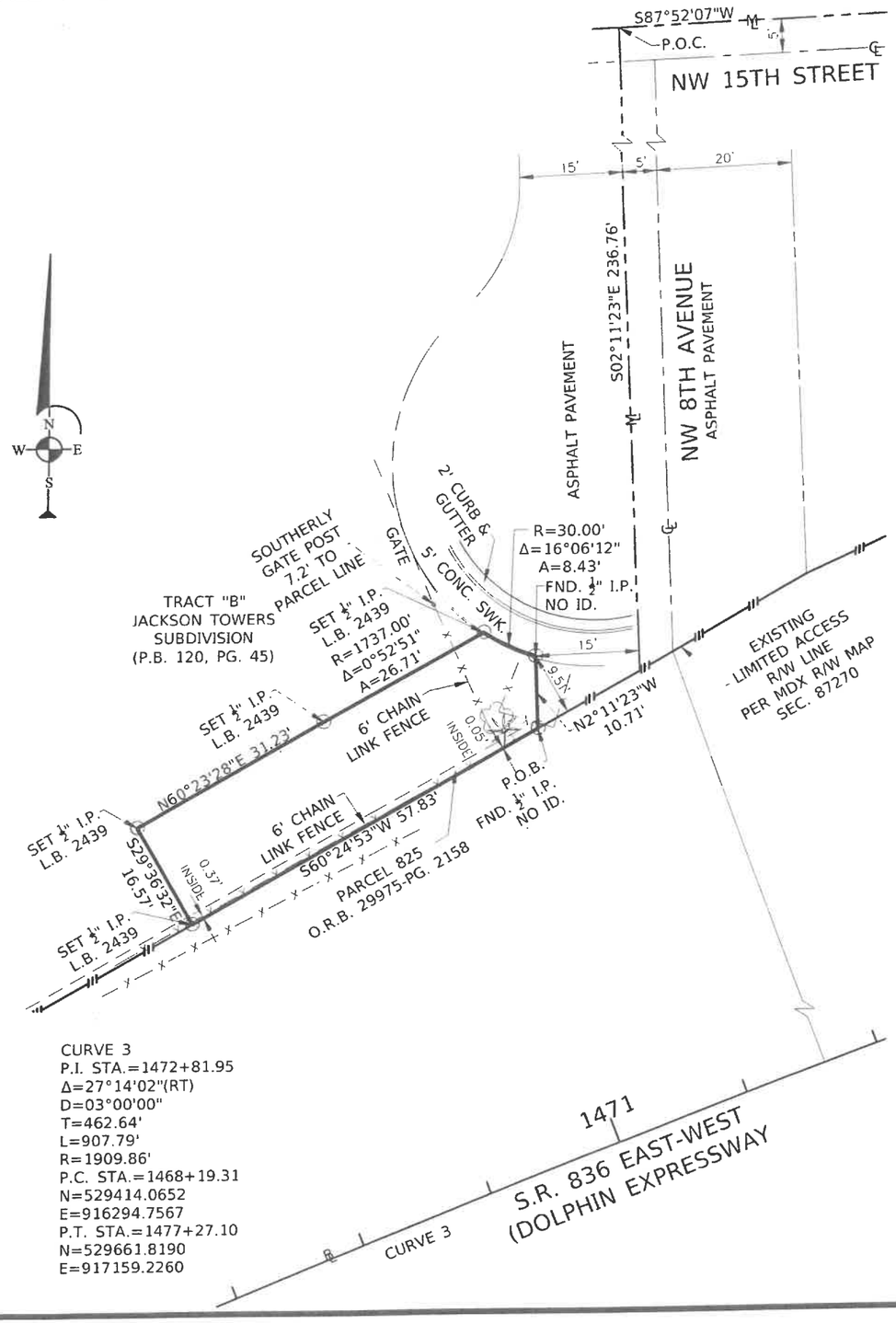
Certified Mail No.: 9589 0710 5270 1243 7840 06

Date: _____

"Exhibit A"

BOUNDARY & TOPOGRAPHIC SURVEY

SCALE 1" =20'



CURVE 3
P.I. STA.=1472+81.95
Δ=27°14'02"(RT)
D=03°00'00"
T=462.64'
L=907.79'
R=1909.86'
P.C. STA.=1468+19.31
N=529414.0652
E=916294.7567
P.T. STA.=1477+27.10
N=529661.8190
E=917159.2260

LEGAL DESCRIPTION :

A PORTION OF TRACT B, JACKSON TOWERS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, AT PAGE 45, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA AND AS SHOWN ON MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR STATE ROAD 836 (DOLPHIN EXPRESSWAY), SECTION 87200 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CITY OF MIAMI MONUMENT LINES OF NW 15TH STREET AND NW 8TH AVENUE AS SHOWN ON SAID MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR STATE ROAD 836, SECTION 87200; THENCE S 02°11'23"E ALONG SAID CITY OF MIAMI MONUMENT LINE FOR NW 8TH AVENUE FOR A DISTANCE OF 236.76 FEET TO A POINT OF INTERSECTION WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 836 (DOLPHIN EXPRESSWAY) AS SHOWN ON MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR SAID STATE ROAD 836 (DOLPHIN EXPRESSWAY), SECTION 87200; THENCE ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 836 (DOLPHIN EXPRESSWAY) AS SHOWN ON MDX (MIAMI DADE EXPRESSWAY AUTHORITY) RIGHT OF WAY MAP FOR SAID STATE ROAD 836 (DOLPHIN EXPRESSWAY), SECTION 87200 FOR THE FOLLOWING TWO (2) COURSES; 1) THENCE S 60°24'53"W FOR A DISTANCE OF 16.89 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; 2) THENCE CONTINUE S 60°24'53" W FOR A DISTANCE OF 57.83 FEET; THENCE N 29°36'32" W FOR A DISTANCE OF 16.57 FEET; THENCE N 60°23'28" E FOR A DISTANCE OF 31.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID POINT BEARS N 29°36'32" W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,737.00 FEET AND A CENTRAL ANGLE OF 00°52'51" FOR A DISTANCE OF 26.71 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NW 8TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF SAID NW 8TH AVENUE FOR THE FOLLOWING TWO (2) COURSES, SAID POINT ALSO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS S 33°23'38" W FROM THE CENTER OF SAID CURVE; 1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 16°06'12" FOR A DISTANCE OF 8.43 FEET; 2) THENCE S 02°11'23"E FOR A DISTANCE OF 10.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 996 SQUARE FEET MORE OR LESS.

ABBREVIATIONS:

℄	=DENOTES CENTER LINE
ℳ	=DENOTES MONUMENT LINE
ℬ	=DENOTES BASE LINE
R&M	=DENOTES RECORD AND MEASURE
CONC.	=DENOTES CONCRETE
FND.I.P.	=DENOTES FOUND 1/2" IRON PIPE (NO I.D.)
R	=DENOTES RADIUS
Δ	=DENOTES DELTA
A	=DENOTES ARC

LINETYPE:

- RIGHT OF WAY LINE
- SUBDIVISION LINE
- LIMITED ACCESS RIGHT OF WAY LINE
- CENTER LINE
- MONUMENT LINE
- CHAIN LINK FENCE

CERTIFICATION :

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

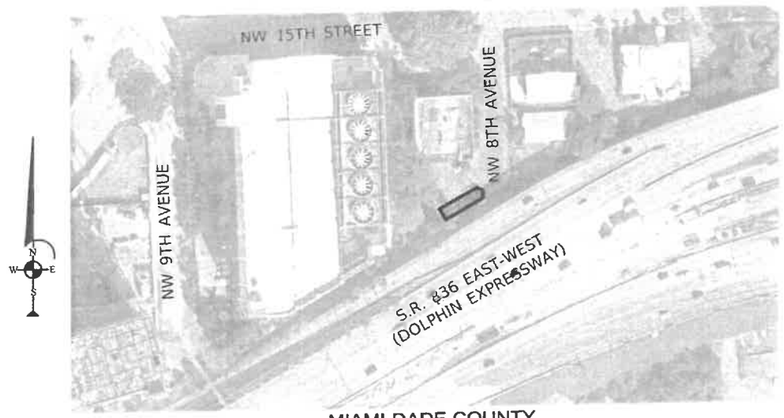
Carlos E Alonso Digitally signed by Carlos E Alonso Date: 2025.02.26 10:35:10 -05'00'

CARLOS E. ALONSO
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6669
LICENSED BUSINESS: LB-2439
13960 SW 47th STREET
MIAMI, FLORIDA 33175

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LOCATION SKETCH:

N.T.S.



MIAMI-DADE COUNTY
FLORIDA

SURVEYOR'S REPORT :

OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901), TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM 1983 (NAD836), 2007 ADJUSTMENT, WHERE THE MONUMENT LINE OF NW 8TH AVENUE BEARS S02°11'23"E.

THE SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALES IN ENGLISH UNITS OF MEASUREMENT AS DEPICTED ON THE SURVEY MAP ATTENTION IS DIRECTED TO THE FACT THAT SAID SURVEY MAP MAY BE ALTERED IN SCALE BY REPRODUCTION AND MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

NO EXCAVATION WAS MADE AS TO SHOW THE SUBJECT PROPERTY IS SERVED BY UTILITIES.SUBSURFACE UTILITIES, INCLUDING, BUT WITHOUT LIMITATION TO PIPES, WIRES, VAULTS, BOXES, DRAIN TILES, VOIDS, CABLES AND OTHER MATERIALS ANCILLARY TO THE DELIVERY AND/OR DISPOSAL OF WATER, WASTEWATER, SEWAGE, ELECTRICITY, GAS, TELEPHONE SERVICE, CABLE TELEVISION OR AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE SUBJECT PROPERTY WERE NOT PHYSICALLY LOCATED.OTHER SUBSURFACE STRUCTURES AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE SUBJECT PROPERTY WERE NOT LOCATED UNLESS OTHERWISE SHOWN ON THE SURVEY MAP OR ACCOUNTED FOR IN THE PRECEDING STATEMENT OF THIS SECTION.THIS NOTICE IS REQUIRED BY THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, " PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THIS BOUNDARY SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

BOUNDARY AND LEGAL DESCRIPTION IS AS PER PARCEL 739 PREPARED BY M.G. VERA FOR G.M.X. 83611 PROJECT.

FLOOD ZONE:X COMMUNITY:120650 SUFFIX:L PANEL:12086C0312 DATE OF FIRM:09-11-09 ELEVATION:N/A

THE SURFACE INDICATIONS OF UTILITIES HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO EXPRESS OR IMPLIED GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE SUBJECT PROPERTY, EITHER IN SERVICE OR ABANDONED, AS THE CASE MAY BE. THE SURVEYOR MAKES NO FURTHER EXPRESS OR IMPLIED GUARANTEE THAT THE UTILITIES AS DELINEATED ON THE SURVEY MAP ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES STATE THAT SAID DATA WAS PRESENTED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AS MAY BE AVAILABLE.

DATE OF SURVEY: 01/13/2025

MANUEL G. VERA & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • MAPPERS
13960 SW 47th Street • Miami, FL 33175 • Phone (305)221-6210
P.O. BOX 650578 • Miami, FL 33265 • Fax (305)221-1295
www.mgvera.com • e-mail: mverasr@mgvera.com
L.B. 2439

BOUNDARY SURVEY

REVISIONS:	PROPERTY OF:			
DATE 01-14-2025	DRAWN BY MCT	SCALE 1"=20'	F.B./PG. MISC-1	JOB No. 25-509

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

TEMPORARY AERIAL EASEMENT
(Project No. 83611; Parcel No. 739)

Following is purpose language which will be used in the instrument that conveys from the identified holder ("**Owner**") of a property interest in the real property described and illustrated in Exhibit "A" attached ("**Temporary Aerial Easement Area**") to the Greater Miami Expressway Agency, its employees, consultants, contractors, and assigns (collectively, "**GMX**") a temporary aerial easement ("**Easement**") encumbering and running above the Easement Area for the purpose of:

1. **Temporary Construction**

1.1. **Construction Term.** Beginning on its date of execution, through the later of either (i) the date that Greater Miami Expressway Agency Project No. 83611 is completed (as evidenced by final GMX acceptance), or (ii) nine months from the execution of the Easement or date of deposit ("**Construction Term**"), the Easement will provide the Temporary Construction Rights described below.

1.2. **Temporary Construction Rights**. During the Construction Term, GMX will have the following rights ("**Temporary Construction Rights**"):

(a) unimpeded access, ingress, and egress to and from the Easement Area from the adjacent cul-de-sac.

(b) exclusive temporary use, occupancy, and possession of the Easement Area for an aerial envelope from ground up to 100 feet above the footprint of the easement area. The easement area will not be used for the storage of materials or equipment.

1.3. **Conditions of GMX's Temporary Construction Rights.**

(a) If warranted and at the discretion of GMX, GMX may erect temporary fencing between the Easement Area and the Owner's property abutting the Easement Area. The temporary fencing will be "Type B" chain link (6 ft. standard), and will include a gate that can be closed and locked during periods when there is no construction activity.

(b) GMX will repair damage to the Easement Area resulting from its exercise of its Easement and will at the conclusion of the Construction Term return the Easement Area to its original condition.

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"La Agenciade Antopista de Miami (GMX) ha adoptado los procedimientos del Departamento de Transporte de la Florida (FDOT) como guía para el proceso de Adquisición del Derecho de Vía. Este folleto está siendo usada para explicar el proceso."

PROCESO DE ADQUISICIÓN

Los derechos explicados en este panfleto se derivan del Capítulo 73 de los Estatutos de Florida. Las porciones relevantes del Capítulo 73 concernientes al proceso de adquisición de inmuebles son suministradas para su información en www.FDOT.gov.

La misión del Departamento de Transporte de Florida (FDOT) es proporcionar un sistema de transporte seguro que garantice la movilidad de las personas y los bienes, mejore la prosperidad económica y preserve la calidad de nuestro medio ambiente y nuestras comunidades.

A fin de cumplir con nuestra misión, en ocasiones nos vemos en la necesidad de adquirir propiedad privada. Puesto que usted es dueño de una propiedad que se necesitará para una vía de transporte, hemos preparado este panfleto en el que se explica brevemente nuestro proceso de adquisición, así como sus derechos y opciones.

"Greater Miami Expressway Agency (GMX) has adopted the Florida Department of Transportation (FDOT) procedures as a guide for the Right of Way Acquisition process. This brochure is being used to explain the process."

ACQUISITION PROCESS

The rights explained in this pamphlet are derived from Chapter 73, Florida Statutes. The relevant portions of Chapter 73 concerning the real estate acquisition process of real property are provided for your information at www.FDOT.gov.

Effective: October 13, 2017

The Florida Department of Transportation's (FDOT) mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity and preserves the quality of our environment and communities.

To accomplish our mission, sometimes it is necessary for us to acquire private property. Because you are the owner of property that will be needed for a transportation facility, we have prepared this pamphlet to briefly explain our acquisition process as well as your rights and options.

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Greater Miami Expressway Agency

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, FL 33009

RE: Project Name: SR 836 / Dolphin Expressway Emergency Ramp Repairs
Project No.: 83611
Parcel No.: 739

Dear Property Owner,

The Greater Miami Expressway Agency (GMX) will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Pursuant to s. 17.0315 & s. 215.422, Florida Statutes, we must obtain your correct Taxpayer Identification Number (TIN) for processing of any payment, and for real estate proceeds, reporting to the Internal Revenue Service (IRS) in compliance with federal regulations.

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.)	**OWNERSHIP INTEREST** ☐ Sole Owner ☐ Part Owner with _____ % interest ☐ Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): ___ ___ ___ - ___ ___ - ___ ___ ___ ___

For other entities, it is your employer identification number (EIN): ___ ___ - ___ ___ ___ ___ ___ ___ ___

If you do not have a TIN, see attached instructions for **How to get a TIN.**

Below, choose one number that accurately describes the business or the individual.

☐ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
(A corporation formed under the laws of any state within the United states.)

☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)

☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**

☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**

☐ **5 - NONCORPORATE RENTAL AGENT**

☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)

☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
Is income effectively connected with business in the United States? ☐ YES ☐ NO

☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ **Date** _____

Title _____ **Email (optional)** _____

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Instructions for

Names and Taxpayer Identification Numbers

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. Individuals may enter their EIN (if you have one).

2. **Married Couples** should give the name and SSN of either person.

3. **Custodian Accounts (Guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.

4. For a **Trust Account that is not a legal or valid trust under state law,** give the name and SSN of the actual owner.

5. **Limited Liability Company (LLC) - If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

6. For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.

7. For a **Valid Trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.

8. For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.

9. For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.

10. For a **Partnership or Multi-Member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

GREATER MIAMI EXPRESSWAY

March 14, 2025

90-DAY LETTER OF ASSURANCE

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, FL 33009

RE: Project Name: SR 836 / Dolphin Expressway Emergency Ramp Repairs
Project No.: 83611
Parcel No. 739

Initiation of Negotiations: 03/18/25

Dear Property Owner:

Greater Miami Expressway Agency (GMX) is in the process of acquiring right of way for the above-referenced project in your area. It has been determined that you, your family, your business, farm operation, or personal property you may own will need to be relocated from the real property needed for the construction of the project referenced above.

To ensure that you receive adequate time to relocate, GMX hereby assures that you will not be required to move from the subject parcel before at least ninety (90) days have elapsed from the date of receipt of this letter. This assurance applies to you, your family, your business, farm operation, or personal property you may own.

Further, you will be given a written notice which will specify the actual date by which the property must be vacated and surrendered to GMX. You will receive this latter notice at least thirty (30) days prior to the date specified.

If you are a residential occupant and have not been offered a comparable replacement dwelling with this letter, you are further assured that you will not be required to move in less than 90 days from the date such a dwelling is made available to you.

It is the sincere desire of GMX to assist you in your relocation necessitated by this acquisition of the subject parcel and to answer any questions you may have. Should you desire further information, our Relocation Assistance Office is located at:

Richard R. Glass, SR/WA
Glass Land Acquisition Service Specialists, Inc.
6401 SW 87 Avenue, Suite 112
Miami, FL 33173
(305) 270-8980

Sincerely,

Signed by:
Claudio Diaferia
Claudio Diaferia, M.S., P.E.
Interim Chief Operating Officer
Greater Miami Expressway Agency

Received by: _____ Date: _____

(1) Original to Property Owner/Tenant
(2) Acknowledged Copy to GMX Office Official Record File

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

GREATER MIAMI EXPRESSWAY

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, Florida 33009

March 14, 2025

RE: **Project Name:** **SR 836 / Dolphin Expressway Emergency Ramp Repairs**
Project No.: **83611**
Parcel No.: **739**

Subject: Public Disclosure Notice (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a corporation or partnership, to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. Greater Miami Expressway Agency (GMX) must receive disclosure at least 10 days prior to the real estate closing by which GMX acquires the property or within 48 hours after GMX deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of ***Section 286.23, F.S.*** and an affidavit for you to complete and return to this office at:

Glass Land Acquisition Service Specialists, Inc.
6401 SW 87 Avenue, Suite 112
Miami, FL 33173
(305) 270-8980

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to ***Chapter 517, Florida Statutes***, whose interest is for sale to the general public. For nonpublic entities, you are also not required to disclose persons or entities holding less than 5% of the beneficial interest in the disclosing entity.

If you have any questions please contact:

Richard R. Glass, SR/WA
Glass Land Acquisition Service Specialists, Inc.
6401 SW 87 Avenue, Suite 112
Miami, FL 33173
(305) 270-8980

Sincerely,
Signed by:
Claudio Diaferia
Claudio Diaferia, M.S., P.E.
Interim Chief Operating Officer
Greater Miami Expressway Agency

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For All Persons and Entities Except Trusts)

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.–

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.–ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

Project No.: 83611
Parcel No.: 739

Public Disclosure Affidavit (For All Persons and Entities Except Trusts)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Corporation, Partnership, etc.

_____ and; my full
Affiant's Title (President, V.P., etc.)

name and address is _____

_____ ; and
Affiant's Name and Address

_____ holds legal title
Name of Corporation, Partnership, etc.

to the real estate described in ***Attachment "A"*** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on ***Attachment "B"*** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to ***Chapter 517, Florida Statutes***, whose interest is for sale to the general public.

☐ This is a nonpublic entity, and I elect not to disclose the names of persons or entities holding less than 5% of the beneficial interest in this entity.

_____
Affiant's Signature

_____
Print or Type Name of Affiant

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____ as
(name of person)

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

Signature of Notary Public – State of Florida: _____

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

Attachment "A"

Parcel 739 GMX-83611

A portion of TRACT B, JACKSON TOWERS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 120, at Page 45, of the Public Records of Miami Dade County, Florida and as shown on MDX (Miami Dade Expressway Authority) Right of Way Map for State Road 836 (Dolphin Expressway), Section 87200 and more particularly described as follows:

Commence at the intersection of the City of Miami Monument lines of NW 15th Street and NW 8th Avenue as shown on said MDX (Miami Dade Expressway Authority) Right of Way Map for State Road 836, Section 87200; thence S 02°11'23" E along said City of Miami monument line for NW 8th Avenue for a distance of 236.76 feet to a point of intersection with the Existing Limited Access Right of Way line of State Road 836 (Dolphin Expressway) as shown on MDX (Miami Dade Expressway Authority) Right of Way Map for said State Road 836 (Dolphin Expressway), Section 87200; thence along said Existing Limited Access Right of Way line of State Road 836 (Dolphin Expressway) as shown on MDX (Miami Dade Expressway Authority) Right of Way Map for said State Road 836 (Dolphin Expressway), Section 87200 for the following two (2) courses; 1) thence S 60°24'53" W for a distance of 16.89 feet to the POINT OF BEGINNING of the hereinafter described parcel; 2) thence continue S 60°24'53" W for a distance of 57.83 feet; thence N 29°36'32" W for a distance of 16.57 feet; thence N 60°23'28" E for a distance of 31.23 feet to the point of curvature of a circular curve concave to the Southwest, said point bears N 29°36'32" W from the center of said curve; thence northeasterly along the arc of said curve to the Right, having a radius of 1,737.00 feet and a central angle of 00°52'51" for a distance of 26.71 feet to a point on the West Right of Way line of said NW 8th Avenue; thence along said West Right of Way line of said NW 8th Avenue for the following two (2) courses, said point also a point on a circular curve concave to the Northeast, said point bears S 33°23'38" W from the center of said curve; 1) thence northeasterly along the arc of said curve to the Right, having a radius of 30.00 feet and a central angle of 16°06'12" for a distance of 8.43 feet; 2) thence S 02°11'23" E for a distance of 10.71 feet to the POINT OF BEGINNING.

Containing 996 Square Feet more or less.

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Attachment "B"

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

REQUEST FOR APPRAISAL – FEE OWNER

Greater Miami Expressway Agency
3790 NW 21 Street
Miami, FL 33142

SUBJECT: Request for Appraisal – Fee Owner
Project Name: SR836 / Dolphine Expressway Emergency Ramp Repairs
Project No.: 83611
Parcel No.: 739

Dear Debra Sanchez,

I have requested and received a copy of the appraisal report upon which the offer to purchase my property is based.

_____
Name (Print)

_____ _____
Signature Date

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, Glass Land Acquisition Service Specialists, Inc., owes to you the following duties:

1. Dealing honestly and fairly
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer
3. Accounting for all funds entrusted to the licensee

_____ _____

Signature Date

_____

Print Name

_____ _____

Signature Date

_____

Print Name

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

GREATER MIAMI EXPRESSWAY

Donation of Property to Greater Miami Expressway Agency (GMX)

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, Florida 33009

RE: **Project Name:** **SR 836 / Dolphin Expressway Emergency Ramp Repairs**
Project No.: **83611**
Parcel No.: **739**

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on the Boundary Survey for the referenced project, desires to make a voluntary donation of said property or property interest to the Greater Miami Expressway Agency (GMX) for the use and benefit of GMX.

The undersigned hereby acknowledges that he/she has been fully advised by a GMX representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

_____
Owner's Signature

_____
Type or Print Property Owner's Name

_____
Street Address

_____
City, State, Zip Code

_____
Date

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

GREATER MIAMI EXPRESSWAY AGENCY
STATEMENT OF OFFER

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, Florida 33009

RE: Project Name: SR 836 / Dolphin Expressway Emergency Ramp Repairs
Project No.: 83611
Parcel No.: 739

Dear Property Owner,

As you are probably aware, Greater Miami Expressway Agency (GMX) is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Temporary Construction Easement

In addition, the following list will identify the buildings, structures, fixtures, and other improvements, which are considered to be a part of the real property acquired, or personal property being acquired, if any: Fencing

The following items were excluded: N/A

You are further advised that the Agency's offer of just compensation for the property required for the repairs of the facility is based on the Fair Market Value of the property and that the Agency's offer to you is not less than the approved appraised value of the property.

The following represents a summary of GMX's offer to you and the basis therefore:

Land	$ 26,280.00
Improvements	$ 0.00
Real Estate Damages	$ 0.00
Total	$ 26,280.00

This statement of offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through GMX's Representative that contacted you. If that representative is not readily available, please contact:

Richard R. Glass, SR/WA
Glass Land Acquisition Service Specialists, Inc.
6401 SW 87th Avenue, Suite 112
Miami, FL 33173
(305) 270-8980

Yours very truly,
Signed by:
Claudio Diaferia
Claudio Diaferia, M.S., P.E.
Interim Chief Operating Officer
Greater Miami Expressway Agency

Certified Mail No.: 95890710527012437840006

Delivered By	Type or Print Name	Date
Receipt Acknowledged By	Type or Print Name	Date

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

GREATER MIAMI EXPRESSWAY AGENCY
PURCHASE AGREEMENT

RE: **Project Name:** **SR 836 / Dolphin Expressway Emergency Ramp Repairs**
Project No.: **83611**
Parcel No.: **739**

Seller: 800 Medical Tower, LLC, a Florida limited liability company

Buyer: **Greater Miami Expressway Agency**

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) **Estate Being Purchased:** ☐ Fee Simple ☐ Permanent Easement ☒ Temporary Easement ☐ Leasehold

(b) **Real Property Described As:** See attached "Exhibit A"

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	**Real Property**		
	Land	1.	$ 26,280.00
	Improvements	2.	$ 0.00
	Real Estate Damages (Severance/Cost-to-Cure)	3.	$ 0.00
	Total Real Property	**4.**	**$ 26,280.00**
(b)	**Total Personal Property**	**5.**	**$ 0.00**
(c)	**Fees and Costs**		
	Attorney Fees	6.	$ 0.00
	Appraiser Fees	7.	$ 0.00
	_____		
	_____		
	_____ Fee(s)	8.	$ 0.00
	Total Fees and Costs	**9.**	**$ 0.00**
(d)	**Total Business Damages**	**10.**	**$ 0.00**
(e)	**Total of Other Costs**	**11.**	**$ 0.00**
	List: _____		
	_____		

Total Purchase Price (Add Lines **4, 5, 9, 10 and 11**) **$ 26,280.00**

Total Global Settlement Amount

(f)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	**$ 0.00**
(g)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____	**$ 0.00**

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III. Additional Terms

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: Buyer and Seller agree that all fees and costs or business damage claims associated with this agreement are identified in Section II of this agreement.

(j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.

☐ There is an addendum to this agreement. Page_____is made a part of this agreement.
☐ There is not an addendum to this agreement.

VI. Acknowledgement of Final Agency Acceptance Required; Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

_____
Signature Date

_____
Type or print name

_____
Signature Date

_____
Type or print name

Buyer

Greater Miami Expressway Agency (GMX)

BY: _____
Signature Date

_____
Type or print name and title

Buyer

Greater Miami Expressway Agency (GMX)

BY: _____
Claudio Diaferia, M.S., P.E. Date
Interim Chief Operating Officer

Buyer

Greater Miami Expressway Agency (GMX)

BY: _____
Sandra Bridgeman, C.P.A. Date
Director of Administration, Budget, Finance and Accounting/C.F.O.

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this_____ day of _____, _____.

BY: _____
Signature

_____
Type or print name and title

BY: _____
Signature

_____
Type or print name and title

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

"Exhibit A"

Parcel 739 GMX-83611

A portion of TRACT B, JACKSON TOWERS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 120, at Page 45, of the Public Records of Miami Dade County, Florida and as shown on MDX (Miami Dade Expressway Authority) Right of Way Map for State Road 836 (Dolphin Expressway), Section 87200 and more particularly described as follows:

Commence at the intersection of the City of Miami Monument lines of NW 15th Street and NW 8th Avenue as shown on said MDX (Miami Dade Expressway Authority) Right of Way Map for State Road 836, Section 87200; thence S 02°11'23" E along said City of Miami monument line for NW 8th Avenue for a distance of 236.76 feet to a point of intersection with the Existing Limited Access Right of Way line of State Road 836 (Dolphin Expressway) as shown on MDX (Miami Dade Expressway Authority) Right of Way Map for said State Road 836 (Dolphin Expressway), Section 87200; thence along said Existing Limited Access Right of Way line of State Road 836 (Dolphin Expressway) as shown on MDX (Miami Dade Expressway Authority) Right of Way Map for said State Road 836 (Dolphin Expressway), Section 87200 for the following two (2) courses; 1) thence S 60°24'53" W for a distance of 16.89 feet to the POINT OF BEGINNING of the hereinafter described parcel; 2) thence continue S 60°24'53" W for a distance of 57.83 feet; thence N 29°36'32" W for a distance of 16.57 feet; thence N 60°23'28" E for a distance of 31.23 feet to the point of curvature of a circular curve concave to the Southwest, said point bears N 29°36'32" W from the center of said curve; thence northeasterly along the arc of said curve to the Right, having a radius of 1,737.00 feet and a central angle of 00°52'51" for a distance of 26.71 feet to a point on the West Right of Way line of said NW 8th Avenue; thence along said West Right of Way line of said NW 8th Avenue for the following two (2) courses, said point also a point on a circular curve concave to the Northeast, said point bears S 33°23'38" W from the center of said curve; 1) thence northeasterly along the arc of said curve to the Right, having a radius of 30.00 feet and a central angle of 16°06'12" for a distance of 8.43 feet; 2) thence S 02°11'23" E for a distance of 10.71 feet to the POINT OF BEGINNING.

Containing 996 Square Feet more or less.

Docusign Envelope ID: FF677BBB-ACC1-4E8E-9B91-CEB54FA2CABE

GREATER MIAMI EXPRESSWAY AGENCY

REPRESENTATIVE AUTHORIZATION

800 Medical Tower, LLC
Attn: Salomon Sutton-Hamui and Edward Abbo
801 N. Federal Hwy, Suite 221
Hallandale, Florida 33009

RE: Project Name: SR 836 / Dolphin Expressway Emergency Ramp Repairs
Project No.: 83611
Parcel No.: 739

Attention: Right of Way Project Manager:

This is to advise you that I hereby authorize _____

of _____

who was hired by me as of _____ (date) to (indicate extent of authorization by marking one or both boxes as applicable):

☐ Represent me in all future dealings in the above referenced project and parcel(s).

☐ Accept service of process in my behalf concerning any legal proceedings in eminent domain which may ensue.

OWNER(S)/TENANT(S):

_____ _____ _____ _____
Signature Date Signature Date

_____ _____
Printed Name Printed Name

This is to advise you that I am authorized to represent _____

of _____ in the

capacity(ies) set forth above. I ☐ am ☐ am not a member of the Florida Bar. ☐ I will accept service of process.

NOTE: This document must be notarized if the agent **is not** a member of the Florida Bar but is authorized to accept service of process.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of
☐ physical presence or ☐ online notarization, this _____ day
of _____, _____ by
_____ as _____ for
(Name of person) (Type of authority)

_____
(Name of party on behalf of whom instrument was executed)

_____
Signature of Notary Public – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

_____ _____
Representative Signature Date

_____
Representative Printed Name

_____

_____

_____
Representative Address

Phone: _____

Email: _____

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[ ] Consent [x] Regular [ ] Public Hearing

GMX PROCUREMENT/CONTRACT NO. : GMX-16-01
GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY
($1,475,651.43)

REQUESTED ACTION:

MOTION TO APPROVE:

- Supplemental Agreement No. 12 of the Design-Build Contract with Archer Western-DeMoya Joint Venture (AWdMJV) in the amount of $1,475,651.43.

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

ITEM NO. 1: Wagner Creek Culvert Repair Work
On June 29, 2023, Marlin Engineering, a consultant for Greater Miami Expressway (GMX), conducted an inspection of the culvert over Wagner Creek Canal, located beneath SR-836, east of NW 12th Avenue. The inspection report identified multiple areas exhibiting a combination of significant concrete spalling with exposed rebar reinforcement and concrete delamination along the interior walls of the concrete culvert. Additionally, the metal sections of the culvert showed signs of deterioration, including several gauges.

According to the contract documents outlined in the Request for Proposal (RFP), the culvert was required to undergo inspection, and the repair procedures were to be negotiated between GMX and the AWdMJV as part of additional work. In compliance with the RFP requirements, the inspection report was provided to AWdMJV, and a formal request for a repair quote was submitted.

In response, AWdMJV provided a detailed quote covering all necessary repairs to the culvert. The proposed scope of work includes the installation of erosion control devices for the work area, site preparation, concrete repairs involving concrete patching, cathodic protection, structural

GMX PROCUREMENT/CONTRACT NO. : GMX-16-01
GMX WORK PROGRAM NO. : 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY
($1,475,651.43)

---

strengthening using carbon fiber-reinforced polymer (CFRP) fabric/anchors and welding new pieces to address the gouges found in the steel section of the culvert. **Cost: $812,763.60.**

ITEM NO. 2: 17th Ave Desilting Drainage
This item is for the desilting of 1,507 linear feet of existing drainage pipe along NW 17th Avenue, between NW 8th Terrace and NW South River Drive. The work includes all necessary labor, equipment, and materials required to restore proper drainage functionality, including the use of divers, plugs, and vacuum trucks to remove hardened silt and debris buildup within the pipes. **Cost: $151,303.63**

ITEM NO. 3: Ramp K Re-Design of MSE Wall Construction Additional Costs (NOI 115.3)
This item is for the Ramp K Re-Design of MSE Wall Construction on GMX Contract GMX-16-01, for unforeseen work associated with the revised grout injection method and GPR verification, as directed by the Engineer of Record to identify voids under the ramp and fill them with grout. **Cost: $20,488.38**

ITEM NO. 4: Hurricane Ian
This item was necessary for securing the job site in response to the State of Emergency order declared for Hurricane Ian. The work includes removing and reinstalling Maintenance of Traffic (MOT) devices and inlet protections, securing and repositioning the beam launcher, and safeguarding all construction equipment and materials necessary to ensure the safety of the public and the integrity of the project during and after the storm. **Cost: $91,095.82**

ITEM NO. 5: Contingency Replenishment
The project requires additional contingency to expedite any unforeseen work which is necessary to make the project functionally operational in accordance with the intent of the original contract. The project contingency requires replenishment, following the method and process outlined in executed Supplemental Agreement Number 01. **Cost: $400,000.00**

SUMMARY OF CHANGES	Amount
ITEM NO. 1.: Wagner Creek Culvert Repair Work	$812,763.60
ITEM NO. 2: Extra Cost 17th Ave Desilting Drainage	$151,303.63
ITEM NO.3: Ramp K Re-Design of MSE Wall Construction Additional Costs	$20,488.38
ITEM NO.4: Hurricane Ian	$91,095.82
ITEM NO.5: Contingency Replenishment	$400,000.00
TOTAL SUMMARY OF CHANGES	$1,475,651.43

GMX PROCUREMENT/CONTRACT NO. : GMX-16-01
GMX WORK PROGRAM NO. : 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY
($1,475,651.43)

No additional Contract time will be granted to AWdMJV as a result of this supplemental.

SMALL AND LOCAL BUSINESS PARTICIPATION:

The Design Build Firm is required to comply with the FDOT Disadvantaged Business (DBE) Program. The Department has assigned a DBE availability goal of 10% for this Contract. It has also assigned a 3% Non-DBE Small Business aspiration.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

The requested changes increase efficiencies and make the Project functionally operational and improves the safety and preservation of the GMX system.

FISCAL IMPACT:

The funds required for this SA #12 ($,1475,651.43) are included in the 2025-2029 Work Program. The total amount of SA #12 increases the new Contract Amount to $203,001,243.85.

EXHIBITS ATTACHED:

None

GMX PROCUREMENT/CONTRACT NO. : GMX-16-01
GMX WORK PROGRAM NO. : 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR FOR THE RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY
($1,475,651.43)

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Eduard Pidermann	___ Yes	___ No
Executive Director, Rafael S. Garcia	___ Yes	___ No	Member, Stanley Rigaud	___ Yes	___ No

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
June 9, 2025

AGENDA ITEM REPORT

[ ] Consent [X] Regular [ ] Public Hearing

GMX PROCUREMENT/CONTRACT NO.: RFP-25-01
GMX PROJECT/SERVICE TITLE: INSPECTION AND REPORTING SERVICES FOR GMX STRUCTURES
($2,820,000.00/CONTRACT)

REQUESTED ACTION:

MOTION TO APPROVE:

- Technical Evaluation Committee's (TEC) recommendation to select and enter into Contracts with the two (2) highest-ranked Proposers as listed below:

    - Highest Ranked - Marlin Engineering Inc.
    - 2nd Highest Ranked - Transystems Corporation d/b/a Transystems Corporation Consultants

COMMITTEE HISTORY:

This action has no committee history.

SUMMARY EXPLANATION AND BACKGROUND:

On January 4, 2025, GMX released a Request for Proposal (RFP), RFP-25-01, seeking Proposals from qualified firms to provide Inspection and Reporting services for GMX structures. The selected firms will be responsible for inspecting various structures, including bridges, overhead sign structures, high mast poles, ITS poles, and large culverts in accordance with the mandated inspection cycles. All structures are to be inspected in compliance with the Federal National Bridge Inspection Standards, State regulations, Florida Statutes and OSHA.

On March 5, 2025, two (2) Proposals were received in response to the RFP from the following Proposers:

1. Marlin Engineering Inc.
2. Transystems Corporation d/b/a Transystems Corporation Consultants

Staff performed a compliance/responsiveness review of all proposals and found all Proposals to be responsive, responsible, and in compliance with the requirements of the solicitation.

GMX PROCUREMENT CONTRACT NO.: RFP-25-01
GMX PROJECT/SERVICE TITLE: INSPECTION AND REPORTING SERVICES FOR GMX STRUCTURES

The TEC met on April 28, 2025, to evaluate and score the proposals. Based on the meeting results, the TEC recommendation is to select and enter into contract negotiations with the following two (2) highest ranked firms:

- Marlin Engineering Inc.
- Transystems Corporation d/b/a Transystems Corporation Consultants

Each Contract will have an initial term of four (4) years from the Notice to Proceed with the option to renew for up to two (2) additional terms of two (2) years each. GMX may renew the term of the Agreement for the first Renewal Term subject to the Consultant receiving no less than an "Excellent" rating in the final Contract Performance Evaluation of the last year of the Initial Term. The Consultant shall also receive a no less than "Excellent" rating in the Contract Performance Evaluation of the last year of the first Renewal Term of the Agreement to be renewed for the second Renewal Term.

Each Contract has a maximum budget amount of two million eight hundred twenty thousand dollars ($2,820,000.00) for the term of the Agreement inclusive of any renewals. A negotiated price list for services is required under this Contract as part of the Method of Compensation.

SMALL BUSINESS PARTICIPATION REQUIREMENT

There is a fifteen percent (15%) small business participation requirement for these Contracts.

LOCAL BUSINESS PARTICIPATION REQUIREMENT

There is a fifteen percent (15%) local business participation requirement for these Contracts.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

These Contracts advance the agency's strategic goal by ensuring that all structures are properly maintained and meet both national and state safety and inspection standards. Through regular inspection and compliance checks, the Contracts -uphold infrastructure integrity, enhance public safety, and support long-term transportation reliability.

FISCAL IMPACT:

Funds for FY 2026 are allocated as per the GMX Operations Budget. Future funding will be provided in subsequent GMX FY Operations Budgets.

GMX PROCUREMENT CONTRACT NO.: RFP-25-01
GMX PROJECT/SERVICE TITLE: INSPECTION AND REPORTING SERVICES FOR GMX STRUCTURES

EXHIBITS ATTACHED:

- Exhibit A - Technical Evaluation Committee Tabulation Sheet

GMX PROCUREMENT CONTRACT NO.: RFP-25-01
GMX PROJECT/SERVICE TITLE: INSPECTION AND REPORTING SERVICES FOR GMX STRUCTURES

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: ____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Eduard Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

REQUEST FOR PROPOSAL (RFP)
GMX PROCUREMENT/CONTRACT NO.: RFP-25-01
GMX WORK PROGRAM NO.: VARIOUS
GMX PROJECT/SERVICE TITLE: INSPECTION AND REPORTING SERVICES FOR GMX STRUCTURES

TECHNICAL EVALUATION COMMITTEE TABULATION SHEET

TECHNICAL EVALUATION COMMITTEE (TEC) MEETING - APRIL 28, 2025 AT 2:00 P.M.

PROPOSER	Technical Evaluation Committee Members	Personnel and Staffing Plan (35 Points)	Approach and Understanding of the Scope of Services (35 Points)	Similar Project Experience (20 Points)	Resources (5 Points)	Quality Assurance/ Quality Control Plan (5 Points)	INDIVIDUAL TECHNICAL SCORES (Maximum 100 Points)	FINAL SCORE	RANKING
Marlin Engineering, Inc.	Claudio Diaferia, M.S., P.E.	34.00	34.00	20.00	5.00	5.00	98.00	95.67	1
	Ivette Landestoy, E.I.	35.00	35.00	18.00	4.00	5.00	97.00		
	Daniel Fleitas	33.00	33.00	18.00	4.00	4.00	92.00		
						TECHNICAL SCORE FOR AVERAGE	287.00		
Transystems Corporation d/b/a Transystems Corporation Consultants	Claudio Diaferia, M.S., P.E.	33.00	32.00	20.00	5.00	5.00	95.00	91.67	2
	Ivette Landestoy, E.I.	30.00	33.00	20.00	5.00	4.00	92.00		
	Daniel Fleitas	31.00	31.00	18.00	4.00	4.00	88.00		
						TECHNICAL SCORE FOR AVERAGE	275.00		

PROPOSERS MUST RECEIVE A MINIMUM OF EIGHTY PERCENT (80%) OF THE POTENTIAL MAXIMUM FINAL SCORE IN ORDER TO BE CONSIDERED QUALIFIED FOR SELECTION UNDER THIS PROCUREMENT PROCESS.

THE SUCCESSFUL PROPOSERS SHALL BE THE TWO (2) HIGHEST RANKED PROPOSERS.

PENDING GMX BOARD APPROVAL.

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
JUNE 9, 2024
AGENDA ITEM REPORT

[ ] Consent [x] Regular [ ] Public Hearing

GMX GOVERNING POLICIES

REQUESTED ACTION:

MOTION TO APPROVE:

- GMX Governing Policies – Information Technology (IT)

SUMMARY EXPLANATION AND BACKGROUND:

At the September 27, 2023 meeting of the governing board, action was taken to approve all policies in substantial form. Direction was given to the Interim Executive Director to begin grouping policies for further review and recommendations for Board consideration.

The following policies are presented for review:

Policy Number	Policy Title
2025-29	Artificial Intelligence Policy

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

The governing body has authority and discretion to set clear policies on how it will govern, ensure proper oversight and independence and maintain efficient daily operations of the agency. The adoption of policies sets the roadmap for the Agency and ensures compliance with applicable laws and Board mandates.

FISCAL IMPACT:

There is minimal fiscal impact in the adoption of these policies.

EXHIBITS ATTACHED:

- Artificial Intelligence Policy (AI)

GMX GOVERNING POLICIES

Authorized by: _____ Date: 6/3/25
Rafael S. Garcia
Interim Executive Director/CEO

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

ARTIFICIAL INTELLGENCE POLICY

The Greater Miami Expressway Agency recognizes the transformative potential of Artificial Intelligence (AI) in optimizing tolling operations and intelligent transportation systems improving traffic management and enhancing customer/user experience. This policy establishes the principles, guidelines, and practices governing the development, deployment, and management of AI technologies.

PURPOSE AND SCOPE

To support the mission and vision of the Greater Miami Expressway Agency (GMX), it is the policy of the Agency to responsibly, transparently, and ethically use artificial intelligence (AI) with human accountability.

This policy applies to all related activities, employees, vendors, consultants, and contractors that use, acquire, collect, or develop AI solutions. This policy applies to Machine Learning, Generative Language Models, and covers all embedded and standalone AI technologies/tools.

ETHICAL GUIDLINES

When it comes to the creation, use, and usage of artificial intelligence (AI) technology, the Greater Miami Expressway Agency (GMX) is dedicated to maintaining the highest ethical standards. AI systems and decision-making processes must be ethical and comply with all applicable laws, rules, regulations, and policies. GMX requires that all AI systems it uses adhere to the values of justice, accountability, openness, and respect for human rights. AI systems should prioritize the well-being and safety of humans, ensuring that they augment human capabilities rather than replace them. AI algorithms and systems must be designed and implemented to mitigate biases and ensure equitable outcomes for all users, regardless of race, gender, ethnicity, or socioeconomic status.

TRANSPARENCY

GMX will work to maintain openness in the application of AI technologies. This entails explaining to the general public how artificial intelligence is used in traffic control, toll collection systems, intelligent transportation systems and other operational areas.

AI systems must protect people's privacy and comply with all applicable data protection regulations. Stakeholders will have access to information about algorithmic decision-making, data gathering, and processing techniques.

DATA SECURITY AND PRIVACY

GMX will give top priority to the security and privacy of personal information gathered by AI systems. There will be steps taken to protect private data from unwanted access, use, and disclosure. When feasible, data anonymization methods will be used to preserve personal information.

AI systems must protect information that is exempt from public disclosure pursuant to Florida's public records laws, and must comply with all applicable data protection laws, rules, regulations, and policies.

FAIRNESS AND EQUITY

GMX acknowledges the significance of equity and fairness in the application of AI. There will be an effort to lessen AI algorithmic biases that can adversely affect some demographic groups more than others. To find and fix any biases in AI systems, audits and assessments will be carried out on a regular basis.

ACCOUNTABILITY

GMX will set up procedures to ensure that AI technology use is held accountable. This involves defining precisely who is responsible for the AI development, application, and supervision. Clear lines of accountability will be established for the development, deployment, and operation of AI systems, ensuring that responsibility for outcomes is clearly defined. AI usage must engage humans throughout the process, with human involvement in reviews and decisions. Humans are fully responsible for the work and products involving AI.

HUMAN OVERSIGHT

Although AI technologies are essential for improving operational efficiency, human oversight will always be a vital part of GMX's decision-making procedures. Human operators will have the power to step in and manually override judgments made by AI, especially where safety or moral issues are at stake.

Training and education programs will be provided to agency staff to enhance their understanding of AI technologies, ethical considerations, and implications for transportation services.

REGULATION COMPIANCE

GMX shall conform to all relevant laws, rules, and industry standards concerning AI technology, including anti-discrimination statutes, data protection standards, and other pertinent legal frameworks.

Additionally, GMX will monitor new changes in regulations and modify its AI policy as necessary.

Adopted by the Governing Board on ----------, 2025

GREATER MIAMI EXPRESSWAY AGENCY
GOVERNING BOARD MEETING
JUNE 9, 2025

AGENDA ITEM REPORT

[x] Consent [] Regular [ ] Public Hearing

PLAN OF TRANSFER

REQUESTED ACTION:

- Approve the form of the Plan of Transfer Agreement with The Bank of New York Mellon Trust Company, N.A., as Trustee.
- Authorize its execution and delivery.
- Delegate authority to the Interim Executive Director to finalize terms.
- Approve payment of related trustee and legal expenses.
- Authorize necessary actions to implement the Agreement.
- Provide for an effective date.

SUMMARY EXPLANATION AND BACKGROUND:

The Plan of Transfer Agreement formalizes the transition of all financial obligations under the existing Amended and Restated Trust Indenture dated as of June 15, 2002, as amended or supplemented from time to time (the "Trust Indenture"), including outstanding bonds, notes and other obligations thereunder, from the former Miami-Dade County Expressway Authority (MDX) to the Greater Miami Expressway Agency (GMX). It ensures GMX assumes full responsibility under the Trust Indenture, including the collection of revenues and repayment of bond debt. This agreement is necessary to comply with legal requirements, including Section 14.03 of the Trust Indenture, following the dissolution of MDX and the resolution of related litigation, thereby affirming GMX's authority over the expressway system and its financial instruments under the Trust Indenture.

MANNER IN WHICH REQUESTED ACTION ADVANCES GMX STRATEGIC GOALS:

This agreement is necessary to comply with legal requirements following the dissolution of MDX and the resolution of related litigation, thereby properly affirming GMX's authority over the expressway system and its financial instruments under the Trust Indenture.

FISCAL IMPACT:

Related costs are already contemplated in the annual Operating Budget.

EXHIBITS ATTACHED:

Resolution / Plan of Transfer Agreement

PLAN OF TRANSFER

Authorized by: _____ Date: 6/2/25
Rafael S. Garcia
Interim Executive Director

Motion to Approve by: _____

Motion to Approve seconded by: _____

Details of Amended Motion:

_____

_____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Roll Call:

Chair, Mariana Cancio	___ Yes	___ No	Secretary, Richard Blanco Jr	___ Yes	___ No
Vice Chair, Fatima Perez	___ Yes	___ No	Member, Daniel Iglesias, P.E.	___ Yes	___ No
Treasurer, Rodolfo L. Pages	___ Yes	___ No	Member, Edward Pidermann	___ Yes	___ No
			Member, Stanley Rigaud	___ Yes	___ No

RESOLUTION NO. 25-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GREATER MIAMI EXPRESSWAY AGENCY APPROVING THE FORM OF A PLAN OF TRANSFER AGREEMENT WITH THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., F/K/A THE BANK OF NEW YORK, AS TRUSTEE, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; DELEGATING AUTHORITY TO THE INTERIM EXECUTIVE DIRECTOR TO APPROVE THE FINAL TERMS AND DETAILS OF THE PLAN OF TRANSFER AGREEMENT; +AUTHORIZING AND APPROVING THE PAYMENT OF CERTAIN COSTS AND EXPENSES OF THE TRUSTEE AND ITS COUNSEL; AUTHORIZING PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THIS RESOLUTION AND THE PLAN OF TRANSFER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Greater Miami Expressway Agency ("GMX"), is a body politic and corporate, a public instrumentality, and an agency of the State of Florida (the "State"), created and existing under the Greater Miami Expressway Agency Act of 2023 (Part I of Chapter 348, Florida Statutes, as amended) (together with any successor provisions of law, the "Act");

WHEREAS, prior to the creation of GMX, the Miami-Dade County Expressway Authority f/k/a Dade County Expressway Authority ("MDX"), was created and existed as a body politic and corporate, a public instrumentality, and an agency of the State under the Florida Expressway Authority Act, having been established by ordinance of the Board of County Commissioners of Miami-Dade County, Florida, f/k/a the Board of County Commissioners of Dade County, Florida (the "County Commission"), pursuant to the Florida Expressway Authority Act;

WHEREAS, subsequent to the creation of GMX, MDX and Miami-Dade County, Florida (the "County") challenged the constitutionality of the Act (and a 2019 predecessor statute), the creation of GMX, and the abolition of MDX through various legal actions and actions taken by the County Commission, all as more specifically described in the recitals to the Plan of Transfer Agreement attached hereto as Exhibit "A" (the "Plan of Transfer Agreement");

WHEREAS, as of March 12, 2025 all court actions previously initiated by MDX and/or the County against GMX challenging the constitutionality of the Act, the creation of GMX and the abolition of MDX were finally dismissed and/or withdrawn and the time for any appeals had expired, and the County adopted a resolution agreeing not to continue participating in any current litigation challenging the Act, all as more specifically described in the recitals to the Plan of Transfer Agreement;

WHEREAS, as of the date hereof, GMX maintains full control over the operation, maintenance, and finances of state-owned expressway system operated by GMX and over all related assets, employees, contracts, rights, and liabilities previously owned or controlled by

MDX, including, without limitation, all right to regulate, establish, collect, and receive tolls on the state-owned expressway system operated by GMX;

WHEREAS, pursuant to the Amended and Restated Trust Indenture (as amended or supplemented from time to time, the "Indenture"), dated as of June 15, 2002, between MDX and The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as trustee (the "Trustee"), MDX issued several series of bonds and entered into certain other financial obligations in connection therewith which remain currently outstanding (collectively, the "Bonds");

WHEREAS, Section 14.03 of the Indenture provides that MDX may be dissolved or terminated in accordance with the Act and other applicable law only pursuant to a plan of transfer in connection with which an appropriate successor unit of government agrees to accept and assume all obligations of MDX under the Indenture, including, specifically, the obligation to collect and enforce the Revenues and to pay the principal and interest on the Bonds from the Revenues and the moneys on deposit in the Funds, Accounts and Subaccounts (with the capitalized terms used without definitions in this and the immediately following recital having the meanings ascribed thereto in the Indenture); and

WHEREAS, based on the foregoing recitals, GMX desires to enter into the Plan of Transfer Agreement with the Trustee, effective as of the Effective Date (as defined in the Plan of Transfer Agreement), to transition the Bonds, the Indenture and all other related financing documents from MDX to GMX, and to accept and assume all obligations of MDX under the Indenture, including, specifically, the obligation to collect and enforce the Revenues and to pay the principal and interest on the Bonds from the Revenues and the moneys on deposit in the Funds, Accounts, and Subaccounts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GREATER MIAMI EXPRESSWAY AGENCY:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated herein as part of this Resolution.

Section 2. Approval of Form and Authorization of Execution and Delivery of Plan of Transfer Agreement. The Plan of Transfer Agreement is hereby approved in substantially the form presented at this meeting and attached hereto as Exhibit "A," with such variations, omissions and insertions as may be approved by the Interim Executive Director, upon the advice of the Chief Financial Officer, the General Counsel and Bond Counsel. The Interim Executive Director is hereby authorized to execute and deliver the Plan of Transfer Agreement, and the Secretary of the Board is hereby authorized and directed to attest to the execution of the Plan of Transfer Agreement by the Interim Executive Director and affix or imprint the corporate seal of GMX thereon. The execution and delivery by the Interim Executive Director of the Plan of Transfer Agreement shall be deemed to be conclusive evidence of the Interim Executive Director's and the Board's approval of any variations, omissions and insertions in the Plan of Transfer Agreement from the form thereof attached hereto as Exhibit "A."

Section 3. **Trustee Fees and Expenses.** The Board hereby authorizes and approves the payment of certain reimbursable costs and expenses of the Trustee, including, without limitation, attorneys' fees and expenses, incurred and outstanding under Section 8.04 of the Indenture, all as set forth in Section 9 of the Plan of Transfer Agreement.

Section 4. **General Authority.** The Chair, Vice Chair, Treasurer, Secretary, Interim Executive Director, Chief Financial Officer, General Counsel and the other officers, agents and employees of GMX are hereby authorized and directed to do all acts and things required of them by this Resolution and the Plan of Transfer Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and the Chair, Vice Chair, Treasurer, Secretary, Interim Executive Director, Chief Financial Officer, General Counsel and other officers, agents and employees of GMX are hereby authorized and directed to execute and deliver any and all papers and instruments and to cause to be done all acts and things necessary or proper for the carrying out of the transactions contemplated by this Resolution.

Section 5. **Florida Law Controls**. This Resolution is adopted with the intent that it shall be interpreted and construed in accordance with the laws of the State of Florida.

Section 6. **Repeal of Inconsistent Resolutions**. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. **Effective Date.** This Resolution shall take effect upon its adoption.

[Remainder of Page Intentionally Left Blank]

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

Chair Mariana "Marili" Cancio

Vice Chair Fatima Perez

Treasurer Rodolfo L. Pages

Secretary Richard Blanco, Jr.

Member Daniel Iglesias, P.E.

Member Edward Pidermann

Member Stanley Rigaud

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2025.

_____
GMX Chair

ATTEST:

_____
GMX Board Secretary

APPROVED AS TO FORM:

_____
Bond Counsel

EXHIBIT A

Form of Plan of Transfer Agreement

PLAN OF TRANSFER AGREEMENT

This Plan of Transfer Agreement (this "Agreement"), dated as of June __, 2025, is by and between the Greater Miami Expressway Agency ("GMX"), a body politic and corporate, a public instrumentality, and an agency of the State of Florida existing under the Greater Miami Expressway Agency Act of 2023 (Part I of Chapter 348, Florida Statutes, as amended) (together with any successor provisions of law, the "Act"), and The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York, as trustee (the "Trustee"). Capitalized terms used but not defined in this Agreement have the meanings given in the Indenture (as defined below).

RECITALS

WHEREAS, Miami-Dade County Expressway Authority f/k/a Dade County Expressway Authority ("MDX"), a body politic and corporate, a public instrumentality, and an agency of the State of Florida existing under the Florida Expressway Authority Act (a predecessor to the Act) was established by Ordinance No. 94-215, adopted on December 13, 1994, by the Board of County Commissioners of Dade County, Florida (the "Board"), pursuant to the Florida Expressway Authority Act;

WHEREAS, upon the terms and conditions set forth in the Transfer Agreement, dated December 10, 1996, as amended (the "Transfer Agreement"), the State of Florida, Department of Transportation transferred operational and financial control of the System (as defined in the Transfer Agreement) and certain non-roadway assets to MDX;

WHEREAS, pursuant to the Amended and Restated Trust Indenture (as amended or supplemented from time to time, the "Indenture"), dated as of June 15, 2002, between MDX and the Trustee, MDX issued several series of bonds and entered into certain other financial obligations in connection therewith (collectively, the "Bonds");

WHEREAS, in 2019, the Florida Legislature enacted, and the Governor signed, Chapter 2019-169 of the Laws of Florida (the "2019 Legislation"), which created GMX, abolished MDX, and transferred all MDX's assets, liabilities, and powers to GMX;

WHEREAS, on May 5, 2019, MDX commenced an action against the Florida Department of Transportation and others in the Circuit Court of the Second Judicial Circuit in and for Leon County (the "Second Circuit") administered at Case No. 2019-CA-1051, and obtained a Final Declaratory Judgment ruling that the 2019 Legislation was unconstitutional (the "Initial Second Circuit Judgment");

WHEREAS, on March 31, 2021, the First District Court of Appeal of Florida reversed the Initial Second Circuit Judgment on the grounds that, pursuant to the public official standing doctrine, MDX did not have standing to challenge the 2019 Legislation;

WHEREAS, on May 4, 2021, the Board enacted Ordinance No. 21-35, which purported to nullify the 2019 Legislation, abolish GMX, and by virtue of such purported abolition and

nullification, attempted to return to MDX all of the assets, liabilities, and powers that were transferred to GMX by virtue of the 2019 Legislation;

WHEREAS, on October 28, 2021, MDX commenced an action against GMX in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "Eleventh Circuit"), administered at Case No. 2021-024025-CA-01, pursuant to which MDX requested that the Eleventh Circuit, among other things, (i) declare that GMX was dissolved by Ordinance No. 21-35, (ii) declare that MDX is the rightful and lawful owner of the Transfer Agreement, and (iii) enter judgment in favor of MDX quieting title to the Transfer Agreement;

WHEREAS, on July 26, 2022, the Eleventh Circuit entered the *Final Judgment* (the "Eleventh Circuit Judgment"), in favor of MDX and found that, among other things: (i) because Ordinance No. 21-35 was a valid exercise of Miami-Dade County's Home Rule Authority, all assets, facilities, tangible and intangible property, liability for any bonds, and any other rights or obligations of MDX that the 2019 Legislation purported to transferred to GMX belong, by operation of law, to MDX; (ii) all title and interest to real property recorded in the name of MDX in the Public Records of Miami-Dade County is quieted in favor of MDX; (iii) MDX is the owner of all of its personal property; (iv) MDX is the lawful owner of all property and interests conveyed by the Transfer Agreement; and (v) MDX is the lawful owner of all rights appurtenant to and flowing from the Transfer Agreement and all contracts to which it is a party;

WHEREAS, on July 27, 2022, GMX appealed the Eleventh Circuit Judgment to the Third District Court of Appeal of Florida (the "Third District Court of Appeal"), administered at Case No. 3D22-1316 (the "Eleventh Circuit Judgment Appeal"), and the Eleventh Circuit Judgment was stayed pending the Eleventh Circuit Judgment Appeal;

WHEREAS, in 2023, the Florida Legislature enacted, and the Governor signed, Chapter 2023-70 of the Laws of Florida (the "2023 Legislation"), thereby amending the Act effective as of July 1, 2023 (the "Effective Date");

WHEREAS, section 348.03031, Florida Statutes, as amended by the 2023 Legislation, states that "[t]he Legislature recognizes [MDX] was dissolved by [the 2019 Legislation] and . . . [a]ll assets, employees, contracts, rights, and liabilities previously owned or controlled by the former [MDX], including, without limitation, those previously transferred to [GMX], are transferred back to the reestablished [GMX] created in s. 348.0304 on May 11, 2023. . . . It is the intent of the Legislature to confirm that the [GMX] that was created by [the 2019 Legislation] is hereby reestablished;"

WHEREAS, on June 22, 2023, MDX filed a *Complaint for Declaratory and Injunctive Relief* in the Eleventh Circuit, administered at Case No. 2023-018598-CA-01 (the "2023 MDX Suit"), pursuant to which MDX requested that the Eleventh Circuit declare the 2023 Legislation unconstitutional and enjoin GMX from taking any actions pursuant to the 2023 Legislation;

WHEREAS, on July 7, 2023, GMX filed a *Complaint for Declaratory Relief* (as amended by the *Amended Complaint for Declaratory Relief* filed on July 25, 2023) in the Second Circuit, administered at Case No. 2023 CA 1828, pursuant to which GMX requested that the Second Circuit declare that MDX is dissolved and MDX's assets are property of GMX;

WHEREAS, on August 7, 2023, the Second Circuit entered the *Final Declaratory Judgment* (the "Subsequent Second Circuit Judgment"), pursuant to which it: (i) found that the 2023 Legislation "explicitly and unquestionably established GMX, dissolved MDX, and transferred, inter alia, all assets of the former MDX to GMX;" and (ii) ordered that (a) MDX was legislatively dissolved as of July 1, 2023, (b) GMX was reestablished as of July 1, 2023, and (c) all of the assets, employees, contracts, rights, and liabilities previously owned or controlled by MDX were transferred to and are the property of GMX;

WHEREAS, on August 9, 2023, GMX notified the Trustee that: (i) MDX was legislatively dissolved; (ii) GMX is the successor of MDX under the Indenture; and (iii) GMX has assumed all of MDX's rights and obligations under the Indenture;

WHEREAS, on August 9, 2023, MDX filed the *Emergency Motion for Preliminary Injunction and Supporting Memorandum of Law* (the "PI Motion") in the 2023 MDX Suit, pursuant to which MDX requested that the Eleventh Circuit preliminarily enjoin GMX from taking any steps to assert control over the System and MDX's assets;

WHEREAS, on August 11, 2023, in the Eleventh Circuit Judgment Appeal, Miami-Dade County filed a *Petition for Writ Under Court's Original Jurisdiction* (the "County Petition"), requesting that the Third District Court of Appeal issue a constitutional writ directing GMX to, among other things, restore control to MDX of all of MDX's assets pending the Eleventh Circuit Judgment Appeal;

WHEREAS, on August 16, 2023, in the 2023 MDX suit, the Eleventh Circuit entered the *Order Denying Plaintiff's Emergency Motion for Preliminary Injunction and Supporting Memorandum of Law*, pursuant to which it denied the PI Motion for the same reason the First District Court of Appeal reversed the Second Circuit Judgment;

WHEREAS, on August 18, 2023, the Third District Court of Appeal denied the County Petition in the Eleventh Circuit Judgment Appeal;

WHEREAS, effective as of no later than August 18, 2023, GMX acquired full control over the operation, maintenance, and finances of the System and over all related assets, employees, contracts, rights, and liabilities previously owned or controlled by MDX, including, without limitation, all right to regulate, establish, collect, and receive tolls on the System;

WHEREAS, on October 17, 2023, the Board enacted Ordinance No. 23-93, which purported to nullify the 2023 Legislation, abolish GMX, and by virtue of such purported abolition and nullification, attempted to require the return to MDX all of the assets, liabilities, and powers that were transferred to GMX by virtue of the 2019 Legislation or the 2023 Legislation;

WHEREAS, on October 25, 2023, the Third District Court of Appeal issued an opinion in the Eleventh Circuit Judgment Appeal reversing the Eleventh Circuit Judgment and remanding the case to the Eleventh Circuit with instructions to enter an order granting GMX's motion to dismiss without prejudice;

WHEREAS, on November 17, 2023, the Third District Court of Appeal issued its mandate to the Eleventh Circuit to hold further proceedings in accordance with its opinion;

WHEREAS, on November 20, 2023, MDX filed an Amended Complaint in the Eleventh Circuit litigation (Case No. 2021-024025-CA-01) in which it added the Trustee and Bank of America ("BANA") as defendants and added Miami-Dade County as a necessary party under section 86.091, Florida Statutes;

WHEREAS, MDX asserted counts for declaratory judgment and permanent injunction against GMX and its then-existing board members (collectively, "GMX Defendants"), seeking, among other things, a declaration that Miami-Dade County Ordinance 23-93 established MDX's control over the subject expressway system and abolished GMX, and further asserted a count for declaratory judgment against BANA and the Trustee, seeking a declaration that, among other things, BANA must recognize MDX as the sole owner of the Operating Account maintained at BANA and that the Trustee must recognize MDX as the sole authority under the Trust Indenture;

WHEREAS, on September 25, 2024, the trial court entered the Order Vacating Prior Orders Pursuant to Mandate, Granting Defendants' Motion for Summary Judgment, Denying Plaintiffs' Motion for Summary Judgment, and Entering Final Judgment for Defendants (the "Eleventh Circuit September 2024 Order"), concluding, among other things, that GMX was created by general law not subject to Miami-Dade County's home rule powers, Miami-Dade County's ordinance purporting to dissolve GMX was invalid, and Miami-Dade County's ordinance purporting to transfer GMX's assets to MDX was invalid;

WHEREAS, on October 11, 2024 Miami-Dade County filed a Motion for Rehearing, to which GMX Defendants responded in opposition on October 21, 2024;

WHEREAS, on October 25, 2024, MDX filed a Notice of Appeal (Case No. 3D2024-1918), and, on October 29, 2024, the Third District Court of Appeal granted Miami-Dade County's notice of joinder;

WHEREAS, on January 23, 2025, the Third District Court of Appeal entered an Order granting a Motion to Abate or Stay Appellate Proceedings, filed jointly by MDX and Miami-Dade County, ordering appellants (MDX and Miami-Dade County) file a status report within 30 days;

WHEREAS, on February 4, 2025, Miami-Dade County adopted Resolution 92-25, providing that, among other things, Miami-Dade County would not appeal the Eleventh Circuit September 2024 Order and would not continue any litigation seeking to challenge the validity of the 2023 Legislation;

WHEREAS, on February 21, 2025, Miami-Dade County filed a Notice of Voluntary Dismissal in the Third District Court of Appeal and a Notice of Withdrawal of Miami-Dade County's Motion for Rehearing in the Eleventh Circuit (the "Miami-Dade County Eleventh Circuit Rehearing Withdrawal"), and, on February 25, 2025, the Third District Court of Appeal entered an Order dismissing Miami-Dade County's appeal (the "Third DCA Miami-Dade County Dismissal Order");

WHEREAS, on February 26, 2025, the Third District Court of Appeal entered an Order granting MDX's request for an additional two-week abatement period and ordering that appellant and appellees file either a joint status report or individual status reports;

WHEREAS, on March 12, 2025, MDX filed a Notice of Dismissal of Appeal in the Third District Court of Appeal, and, on that same day, the Third District Court of Appeal entered an Order dismissingthe appeal (the "Third DCA MDX Dismissal Order");

WHEREAS, as a result of MDX and Miami-Dade County's dismissals of the appeal (Case No. 3D2024-1918) and Miami-Dade County's withdrawal of its motion for rehearing in the Eleventh Circuit, the Eleventh Circuit September 2024 Order is final and the time for any appeal has expired;

WHEREAS, as of the date of this Agreement, GMX maintains full control over the operation, maintenance, and finances of the System and over all related assets, employees, contracts, rights, and liabilities previously owned or controlled by MDX, including, without limitation, all right to regulate, establish, collect, and receive tolls on the System;

WHEREAS, section 14.03 of the Indenture provides that MDX may be dissolved or terminated in accordance with the Act and other applicable law only pursuant to a plan of transfer in connection with which an appropriate successor unit of government agrees to accept and assume all obligations of MDX under the Indenture, including, specifically, the obligation to collect and enforce the Revenues and to pay the principal and interest on the Bonds from the Revenues and the moneys on deposit in the Funds, Accounts and Subaccounts; and

WHEREAS, to the extent not effectuated automatically by operation of the 2023 Legislation, GMX desires to accept and assume all obligations of MDX under the Indenture, including, specifically, the obligation to collect and enforce the Revenues and to pay the principal and interest on the Bonds from the Revenues and the moneys on deposit in the Funds, Accounts, and Subaccounts.

NOW, THEREFORE, GMX and the Trustee, for and in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

1. Recitals Incorporated. The foregoing Recitals are incorporated herein as statements of GMX, and the Trustee assumes no responsibility for the correctness of the same.

2. Dissolution of MDX. GMX hereby represents and warrants to the Trustee that, by operation of the 2023 Legislation, and effective as of the Effective Date: (i) MDX was legislatively dissolved or terminated in accordance with applicable Florida law; (ii) all of MDX's assets, contracts, rights, and liabilities were transferred to GMX, and (iii) GMX is the sole successor of authority and possesses all of MDX's rights and obligations under the Indenture.

3. GMX Acceptance of Obligations under the Indenture. Pursuant to section 14.03 of the Indenture, GMX, as MDX's successor unit of government under the Act, hereby accepts and assumes all obligations of MDX in its capacity as the Authority under the Indenture,

including, specifically, the obligation to collect and enforce the Revenues and to pay the principal and interest on the Bonds from the Revenues and the moneys on deposit in the Funds, Accounts, and Subaccounts. All obligations, rights, assets and liabilities of MDX under the Indenture, including, without limitation, any Bonds, notes and other debt obligations, and the financing documents pertaining to them, become those of GMX as of the Effective Date.

4. GMX Bound by Indenture. As of the Effective Date, GMX shall: (i) be deemed to be the Authority under the Indenture, such that all references to the Authority shall mean GMX (together with its successors and assigns as permitted under the Indenture); (ii) be bound by the Indenture to the same extent as it would have been if it was the original Authority thereunder; and (iii) perform all of the Authority's obligations under the Indenture in accordance with the terms of the Indenture. After the execution and delivery of this Agreement, GMX and the Trustee may enter into a supplemental indenture to amend the Indenture, in accordance with the provisions of Article XI of the Indenture and at the sole cost and expense of GMX, to reflect the provisions of the 2023 Legislation and the transition from MDX to GMX; provided, however, nothing herein shall obligate the Trustee to enter into a supplemental indenture or take or suffer any action that is inconsistent with the terms of the Indenture.

5. Affirmations of Indenture and Security Interests. GMX hereby acknowledges, agrees, and affirms that: (i) the Indenture and all related documents are legal, valid, and binding obligations of, and enforceable in accordance with their respective terms against, GMX in its capacity as the successor Authority under the Indenture; (ii) the liens upon and security interests in and to the Trust Estate in favor of the Trustee are valid, legal, binding, and properly perfected and are reaffirmed and ratified by GMX in all respects as liens and security interests enforceable against GMX in its capacity as the successor Authority under the Indenture, and nothing contained in this Agreement is intended to alter the priority of, or terminate any, lien on or security interest in any part of the Trust Estate in favor of the Trustee; (iii) nothing contained in this Agreement extinguishes, discharges, releases any of the obligations under the Indenture or any related document or constitutes an accord, satisfaction, novation, or substitution of any such obligations.

6. GMX Representations and Warranties. GMX hereby represents and warrants to the Trustee that:

a. It is duly created and is validly existing as a body politic and corporate, a public instrumentality, and an agency of the State of Florida existing under the Act;

b. It has all necessary power to enter into this Agreement and to carry out its obligations hereunder and under the Indenture;

c. This Agreement has been duly authorized, executed, and delivered on behalf of GMX;

d. The execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which GMX is a party or an event that, with the passage of time, would become a breach or default under any such agreement;

e. GMX maintains full control over the operation, maintenance, and finances of the System and over all related assets, employees, contracts, rights, and liabilities previously owned or controlled by MDX, including, without limitation, all right to regulate, establish, collect, and receive tolls on the System;

f. As a result of the Miami-Dade County Eleventh Circuit Rehearing Withdrawal, the Third DCA Miami-Dade County Dismissal Order and the Third DCA MDX Dismissal Order, all current litigation by and among MDX and Miami-Dade County, on the one hand, and GMX, on the other hand, is terminated and finally concluded, and the Eleventh Circuit September 2024 Order has become a "final order" as that term is defined in the Agreed Order Granting the Motion of The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee, to Preserve the Status Quo Pending Final Order or Judgment entered by the Eleventh Circuit in Case No. 2021-024025-CA-01 on January 25, 2024.

7. Effectiveness. This Agreement shall be effective as of the Effective Date, provided, however, that the following conditions have occurred:

a. Receipt by the Trustee of a current IRS W-9 Form properly completed and executed by GMX;

b. Receipt by the Trustee of all documentation and other information that is required by regulatory authorities under applicable "know your customer" rules and regulations, as reasonably requested by the Trustee; and

c. Receipt by the Trustee of an Opinion of Counsel from GMX's counsel, in form and substance satisfactory to the Trustee, substantially to the effect that this Agreement has been duly authorized, executed, and delivered on behalf of GMX and constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

8. Incumbency. The certificate attached hereto as Annex A (the "Incumbency Certificate") contains the names, titles, and signatures of the persons authorized to act on behalf of GMX; provided, however, that the Incumbency Certificate may be amended or supplemented from time to time by delivery of a revised and re-executed Incumbency Certificate to the Trustee.

9. Acknowledgement of Legal Fees. GMX acknowledges and agrees that, as of June __, 2025, reimbursable costs and expenses, including attorneys' fees, are outstanding under section 8.04 of the Indenture in the amount of $_____. GMX shall pay the Trustee's outstanding costs and expenses no later than five (5) days after execution of this Agreement.

10. Indemnification. To the extent permitted by law, GMX hereby agrees to, and shall, pay and reimburse and be liable to the Trustee, and each director, officer, agent, employee, affiliate, subsidiary, successor, or assign of the Trustee (the Trustee and each such other person, an "Indemnified Person") on demand for, and to indemnify and hold harmless each such Indemnified Person from and against, without limitation, any and all losses, liabilities, judgments, claims, causes of action, costs, and expenses (including reasonable fees and

disbursements of legal counsel) (collectively, the "Indemnified Obligations") incurred or suffered by an Indemnified Person in any way, directly or indirectly, arising out of, related to, or connected with GMX's succession of MDX under the Indenture or execution of this Agreement; provided, however, that the foregoing indemnity (the "Indemnity") shall not be applicable to any Indemnified Obligations suffered or incurred by an Indemnified Person as a result of an Indemnified Person's negligence or willful misconduct as determined by a judgment of a court that is binding upon such Indemnified Person, final, and not subject to review on appeal. Notwithstanding anything in this Agreement to the contrary, no Indemnified Person shall be entitled to payment from or have any claim or lien on moneys paid under a Credit Facility or a Liquidity Facility or on moneys representing the proceeds of remarketing of Bonds under Article III of the Indenture.

11. Amendments. No amendment shall be made to this Agreement without the written consent of all parties hereto which may be provided in counterparts.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflicts of law provisions thereof to the extent the law of another jurisdiction would apply.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same Agreement. Delivery of a counterpart by facsimile or e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

14. Notices. All notices will be deemed received when sent pursuant to the following instructions:

TO THE TRUSTEE:

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Corporate Trust Department

TO GMX

Greater Miami Expressway Agency
3790 NW 21st Street
Miami, Florida 33142
Attention: Interim Executive Director/Executive Director

[*signatures on following page*]

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Dated: _____ __, 2025

GREATER MIAMI EXPRESSWAY AGENCY, as successor to the Miami-Dade County Expressway Authority

_____

By:
Its:

Dated: _____ __, 2025

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as the Trustee

_____

By:
Its:

ANNEX A

Incumbency Certificate of Greater Miami Expressway Agency

INCUMBENCY CERTIFICATE/AUTHORIZED SIGNATURES

The undersigned, SANDRA BRIDGEMAN *(name of Authorized Company Officer)* being the CHIEF FINANCIAL OFFICER *(title)*

of GREATER MIAMI EXPRESSWAY AGENCY (the "Company")

does hereby certify that (1) the individuals listed below are qualified and acting officers of the Company, (2) the signature appearing opposite the name of each such officer is a true specimen of the genuine signature of such officer, and (3) such individuals have the authority to provide written direction/ confirmation and receive callbacks at the phone number(s) noted below and execute documents to be delivered to, or upon the request of The Bank of New York Mellon and/or The Bank of New York Mellon Trust Company, N.A. (collectively, "BNY Mellon"). BNY Mellon may rely conclusively upon the certification of authority of the officers named in this Certificate in connection with all corporate trust transactions to which the Company is a party with BNY Mellon until such time as the Company (i) expressly revokes this Certificate in writing or (ii) provides a revised Certificate; in order to be effective, either must be delivered to BNY Mellon at the addresses provided in the related governing documents.

Name	Title	Signature	Phone Number for Callback	Cell Phone Number for Callback (optional)
RAFAEL S. GARCIA	INTERIM EXECUTIVE DIRECTOR		305-637-3277 X2218	
SANDRA BRIDGEMAN	CHIEF FINANCIAL OFFICER		305-637-3277 X1138	
STEPHANIE GATZ	DEPUTY CHIEF FINANCIAL OFFICER		305-637-3277 X1127	

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this certificate as of 5/23/2025.

(Authorized Company Officer signature*)

*Note that the Authorized Company Officer cannot be listed as an authorized signer above unless the governing documents establish the Authorized Company Officer's authority to give instructions and this Incumbency Certificate, showing the signature and phone number, is notarized

For more information about how your personal information is processed, please see https://www.bnymellon.com/us/en/data-privacy.html

V5 1120

Executed Copy on file

Greater Miami Expressway Agency

FY2025-2026 Strategic Priorities

Prepared by KEITH

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Vision

Strive to plan and deliver a safe, fiscally sustainable and integrated transportation system that seamlessly moves people and goods across South Florida with the goal of relieving congestion on our roads.

Mission

- Provide a safe, well-maintained and aesthetically pleasing expressway system
- Maximize mobility and congestion relief options for our customers
- Protect our toll payers and bondholders through fiscal responsibility
- Empower our employees to make sound decisions and support small businesses
- Reinvest revenues back into the community
- Partner with stakeholders to deliver innovative technology solutions that supports the region's transportation needs

Investing In Tomorrow

As we look ahead, GMX remains committed to investing in cutting-edge technologies, fiscally sustainable practices, and forward-thinking infrastructure. The agency's goal is to continuously deliver a transportation system that serves the growth and economic prosperity of the local region. Together, we will continue to make your commuter experience safe and efficient.

The development of this report was made possible by the leadership team comprised of:

- Rafael S. Garcia, Interim Executive Director / CEO
- Claudio Diaferia, PE, Chief Operating Officer
- Sandra Jean-Baptiste Bridgeman, Director of Administration, Budget, Finance and Accounting/CFO
- Daniel Fleitas, Assistant Director of Toll Operations and Transportation Technology
- Randy Grice, Communications and Marketing Manager
- Michelle Hedges, HR Manager
- Michelle Hicks-Levy, Community Affairs and Small Business Officer
- Gary Lau, CISSP, IT Manager
- Carl-Phillipe Joseph, Facilities and Roadways Manager
- Althea Pemsel, CPSM, C.P.M., CPL, Assistant Chief Procurement Officer
- Marisol Schmid, Administrative Project Manager

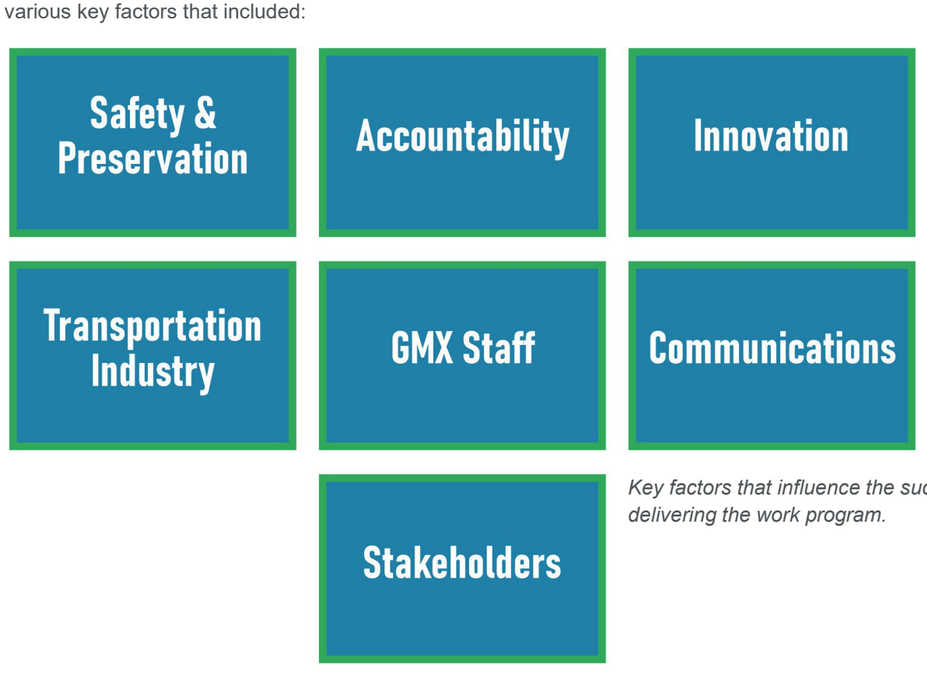
INTRODUCTION

As GMX enters another transformative year, the staff is proud to present the annual strategic plan and roadmap designed to support the proposed FY 2026-2030 Work Program, as well as the agency's Vision and Mission. This document outlines the strategic plan, highlighting key priorities and goals that will serve as the foundation for success.

STRATEGIC PLAN DEVELOPMENT METHODOLOGY

Key steps involved in assembling the strategic plan are outlined below:

- **Review of Mission, Vision, and Adopted 2025-2029 Work Program:** The leadership team convened to review the mission, vision, and highlights of the approved 2025-2029 Work Program.
- **Trends Review:** Regional statistics and benchmarks were considered to understand arising traffic patterns, technological advancement opportunities and social commuter shifts. Understanding emerging trends, GMX is able to position the agency with goals to proactively address challenges and seize opportunities.
- **SWOT Analysis:** An exercise that evaluated the strengths, weaknesses, opportunities, and threats (SWOT) was facilitated for the leadership team to identify internal advantages, constraints as well as external factors that impact the mission and vision of the agency.
- **Key Factors Review:** Following a SWOT analysis, a discussion on various key factors that influence the success of delivering the work program and supporting effective operations was discussed. Leadership staff shared insight on various key factors that included:



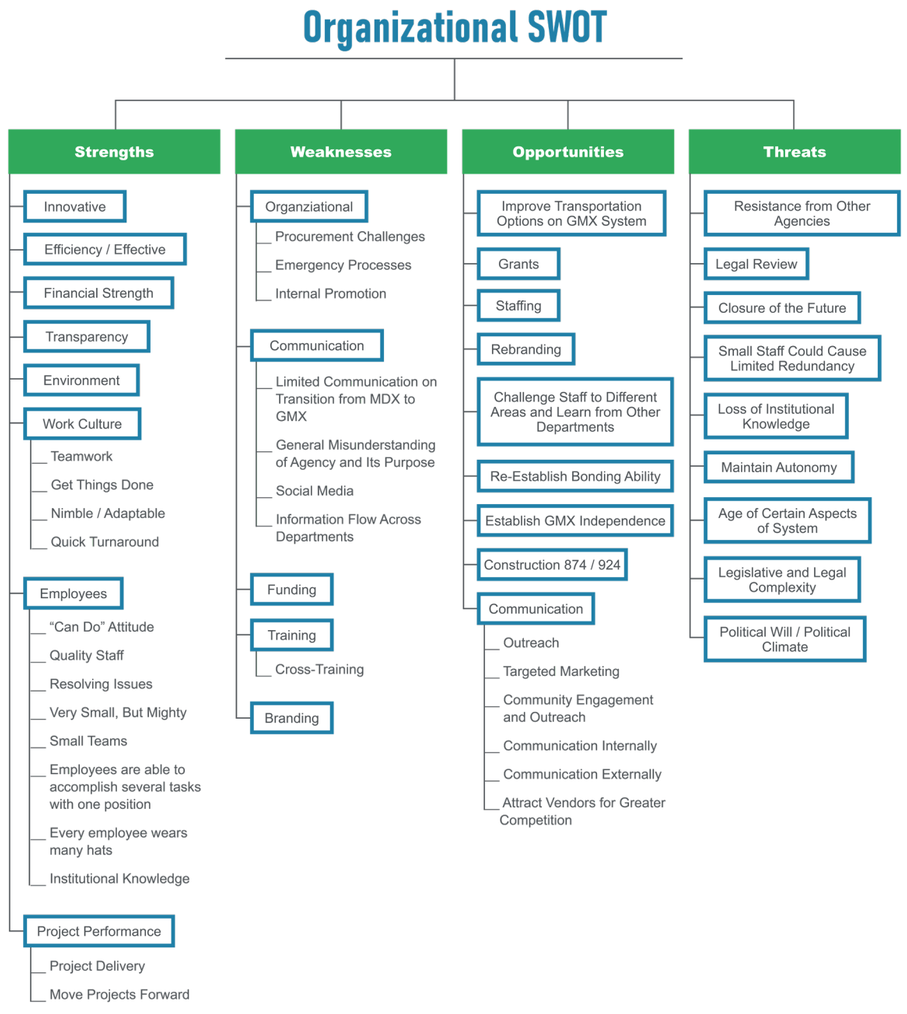
Key factors that influence the success of delivering the work program.

The activities described previously yielded the identification of strategic priorities and strategic goals that will be supported by tactical initiatives that will support a strategic direction that will pave the way for successful delivery of the agency's vision, mission, and approved work-plan.

This report outlines each strategic priority and the strategic goals under each. Tactical initiatives that will be implemented by various departments will support the overall success of the agency's strategic plan.

SWOT ANALYSIS

The SWOT Analysis provides valuable insight into the internal and external environmental conditions. By examining the associated Strengths, Weaknesses, Opportunities, and Threats, GMX is able to understand current position and chart goals that will capitalize on strengths, addresses weaknesses, seizes opportunities, and mitigates threats. SWOT results are depicted below:



STRATEGIC PRIORITIES WITH STRATEGIC GOALS

Upon discussion of the agency's mission, vision, trend analysis, SWOT and key factors review, the following strategic priorities provide an opportunity to align goals, allocate resources effectively, and navigate towards a successful delivery of the proposed 2026-2030 Work Plan.

GMX Strategic Priorities and Tactical Initiatives

1. Community Engagement

1.1 Improve Communications
1.1.1 Rebrand Agency
1.1.2 Multi-Media Outreach

1.2 Develop Customer Incentives
1.2.1 Explore Variable Tolls Feasibility
1.2.2 Increase Sunpass Transactions

1.3 Stakeholder Outreach / External Relationships
1.3.1 Engage Small Business Owners
1.3.2 Deliver Roundtable Discussion
1.3.3 Foster Relationships with External Agencies

1.4 Gather Customer Feedback
1.4.1 Implement Continuous Surveys

1.5 Support Community Service
1.5.1 Launch "GMX Cares" Initiative

1.6 Further Transparency
1.6.1 Educate The Public on GMX Value
1.6.2 Provide Updates on System Upgrades

2. Fiscal Accountability

2.1 Improve Bond Ratings
2.1.1 Improve Ability to Bond

2.2 Maintain Bond Compliance

2.3 Maintain Debt Management Strategy

2.4 Enhance Procurement Outreach
2.4.1 Support Inviting New Contractors
2.4.2 Review of Major Contract Efficiencies

2.5 Pursue Grant Opportunities

3. Safety / Innovation

3.1 Explore Innovative Technology

3.2 Maintain Wrong Way Driving Program Status
3.2.1 Continue Installation of Detection Systems

3.3 Streamline Processes
3.3.1 Reinstate Registration Holds

3.4 Maintain Strong Cybersecurity Posture

4. System Management / Maintenance

4.1 Preserve Assets to Maximize Value
4.1.1 Prioritize Projects that Support System Preservation

4.2 Support Efficient Roadway Operations
4.2.1 Identify and Address Operational Deficiencies

4.3 Measure / Monitor Congestion

4.4 Complete Year One Work Program Projects on Schedule

5. Organizational Staff

5.1 Recruit and Retain Talent
5.1.1 Re-evaluate Job Description and Pay Ranges
5.1.2 Timely Hiring of Open Positions

5.2 Recognize Outstanding Workforce Performance
5.2.1 Develop Incentives for Recognizing Employees
5.2.2 Top Performers Recognition

5.3 Improve Internal Communications and Staff Engagement

5.4 Further Support Internal Advancement Opportunities
5.4.1 Support Consistent Organization-Wide Mentoring Program
5.4.2 Develop Professional Training and Development Programs

5.5 Develop Organizational Policies and Procedures

1. COMMUNITY ENGAGEMENT

The GMX team expressed a commitment for enhancing community engagement. Through proactive communication, collaborative partnerships, and targeted outreach, GMX can support further involvement of system users, businesses, and large stakeholder groups in shaping transportation solutions that improve transportation safety, efficiency, and quality of life.

1.1 Improve Communications

Various members of the leadership team voiced the need to amplify communication to support greater outreach and awareness of the agency, the brand, and the values that GMX fosters.

1.1.1 Rebranding Agency

GMX continues to evolve and innovate, enhancing its operations to better serve the community. The agency can prioritize sharing updates on its transition progress and upcoming initiatives to help individuals understand GMX's role within the community. Additionally, efforts should focus on clearly distinguishing the assets managed by GMX and demonstrating how revenues are utilized to preserve and maintain these assets.

1.1.2 Multi-Media Outreach

Standard communication channels may be coupled with digital forms of online communication to expand outreach and amplify rebranding efforts. Social media strategies can be formed to target specific audiences and improve stakeholder engagement.

1.2 Develop Commuter Incentives

GMX supports improving communication with commuters by providing awareness of value, enhancements, and discount opportunities. Developing a periodic newsletter supports further engagement with commuters and opens an opportunity to gain feedback as well.

1.2.1 Explore Variable Tolls Feasibility

Variable tolling offers an opportunity to manage congestion and provide toll relief when financially feasible.

1.2.2 Increase SunPass Transactions

There is an opportunity to increase the volume of SunPass transactions completed by commuters. Strategic messaging initiatives can be developed to provide awareness of available discounts and improve fiscal operational efficiency.

1.3 Stakeholder Outreach / External Relationships

GMX will foster organized and targeted roundtable events for specific industries and stakeholders. Benefits include focused networking participants and tailored industry-specific discussions. Hosting diverse events in a variety of formats can improve collaboration and communication.

1.3.1 Engage Small Business Owners

Networking events can be organized to share information about upcoming transportation projects, contracting opportunities, and available resources. GMX can build on its strong relationships within the local community to increase awareness of the agency's contributions and impact in the region.

1.3.2 Deliver Roundtable Discussions

Forums, workshops, and roundtable discussions can be organized to facilitate industry-specific conversations about relevant challenges and opportunities. These targeted discussions may inspire innovative solutions. Key stakeholders, such as the Port of Miami, trucking professionals, and Miami International Airport, can be actively engaged to contribute fresh perspectives to ongoing transportation issues.

1.3.3 Foster Relationships with External Agencies

Coordinate frequent meetings with external governmental agencies to determine opportunities to improve outcomes and project schedules. Benchmark with peer transportation and toll agencies to compare performance, determine growth metrics, and improve benefits for customer.

1.4 Gather Customer Feedback

GMX aims to enhance methods for listening to commuter feedback and track user experience satisfaction rates.

1.4.1 Implement Continuous Surveys

Setup surveys to gather data to support data- driven decision making for infrastructure planning, maintenance, and upgrades. data gathered can also support project prioritization, enabling GMX to enhance the roadway system effectively.

1.5 Support Community Service

Community engagement may be enhanced by supporting local non-profit organizations and charity groups through volunteering. GMX's involvement in community service can bring stronger community bonds and provide a sense of unity and connection with the region it serves. Additionally, volunteering provides an opportunity to boost morale and pride amongst employees and the community they serve.

1.5.1 Launch "GMX Cares" Initiative

Develop programs that will allow GMX employees to engage with community support through volunteerism and service.

1.6 Further Transparency

GMX's value and transparency can be enhanced through storytelling and compelling content that will open interest and attract audiences to stay engaged with the progress of the implementation of the work program. Stories that embrace the agency vision, progress, dedication of staff can amplify trust, provide greater buy-in from all stakeholders and support content that can be understood by any toll-user.

1.6.1 Educate Public on GMX Value

A specific tactic was proposed to provide ample awareness to the public on how GMX supports safety, efficiency, enhanced commuter experience, and new State recognitions. Specific content that outlines new levels of success will help educate the public on how GMX continuously adds value and invests in the overall transportation experience.

1.6.2 Provide Updates on System Upgrades

Enhancing public involvement will be a priority, as most users cannot distinguish between traveling on GMX roadways and other agency-maintained roads, such as the Turnpike and those maintained by FDOT. GMX routinely is associated with high toll rates that belong to other roadways and governmental agencies. It is crucial for the public to understand why GMX collects tolls and the significant role toll revenues play in maintaining and improving roadways.

2. FISCAL ACCOUNTABILITY

The GMX staff expressed the need to provide continuous support for fiscal responsibility. By transparently managing resources, optimizing bond ratings, and ensuring prudent debt management initiatives, GMX can aim to maintain high levels of accountability and stewardship.

2.1 Improve Bond Ratings

GMX aims to improve bond ratings with three rating agencies by developing a sound operating budget, holding a stable debt service coverage, along with strong capital project performance. Providing greater levels of transparency, communication with stakeholders, and sharing positive impacts can also increase opportunities for elevating current bond ratings.

2.1.1 Improve Ability to Bond

The GMX staff emphasized the importance of maintaining continuous support for fiscal responsibility. By transparently managing resources, optimizing bond ratings, and implementing prudent debt management initiatives, GMX strives to uphold high standards of accountability and stewardship.

2.2 Maintain Bond Compliance

Enhance the compliance and monitoring of projects by building internal controls.

2.3 Maintain Debt Management Strategy

Evaluating existing debt obligations, understanding the agency's financial position and capacity to service debt, and prioritizing prepayment to high-interest debts can foster an efficient debt management strategy. Monitoring progress and assessing budget performance can also support long term effective financial stability and sound debt management strategy.

2.4 Enhance Procurement Outreach

Frequent and active communication with suppliers and contractors can provide greater opportunities for collaboration and high performance. Additionally, keeping suppliers informed of progress, challenges, and opportunities can foster growth and set appropriate expectations for delivery of goods and services.

2.4.1 Support Inviting New Suppliers

GMX aims to attract a larger pool of suppliers to support its operational needs and the capital projects outlined in the work program. Strengthened collaboration with suppliers and contractors can enhance bidding responses, improve the quality and pricing of goods and services, and create greater opportunities for the local economic development community. Additionally, campaigns should be developed to increase vendor registrations, engagement, and support, thereby expanding the vendor availability list for future procurement initiatives.

2.4.2 Review of Major Contract Efficiencies

Conduct performance reviews of major contracts to ascertain opportunities to improve efficiency and use of Renewal and Replacement contracts. Additionally, review maintenance contracts for cost containment and consolidation.

2.5 Pursue Grant Opportunities

GMX aims to pursue grant opportunities to complement committed capital improvement budgets. State, federal, and private grants can be identified to support and accelerate the implementation of programs focused on asset preservation, innovation, and safety.

3. SAFETY / INNOVATION

The GMX leadership team expressed the need for prioritizing safety and embrace innovation solutions to improve user experience. By fostering a culture of continuous improvement, GMX can achieve enhancements in transportation safety while exploring cutting-edge solutions that support relieving traffic congestion.

3.1 Explore Innovative Technology

Each project offers opportunities to enhance safety through technology. Additionally, asset value can be optimized using innovative maintenance methods, advanced technologies, and modern materials. Partnering with technology providers and industry leaders on pilot projects fosters the development of new industry standards and improves the overall user experience.

3.2 Maintain Wrong Way Driving Program Status

GMX has successfully installed technology and advanced warning systems at all previously identified high-risk wrong-way driving (WWD) entrances.

3.2.1 Continue Installation of Detection Systems

Continuously monitor wrong-way driving trends and implement necessary improvements to reduce such incidents. Continue deploying flashing dynamic signs and advanced hardware-based detection systems within highway infrastructure to enhance motorist awareness and achieve a significant reduction in wrong-way driving accidents.

3.3 Streamline Processes

GMX aims to efficiently perform operational duties and deliver projects. Assessing current workflows and identifying opportunities for removing non-value- added and non-core tasks can simplify complexity and save turnaround time in completing agency processes. Opportunities for leveraging technology to automate routine processes may be explored to minimize redundancy and minimize errors.

3.3.1 Reinstate Registration Holds

Reinstating registration holds will help boost SunPass adoption, improve toll collection rates, enhance revenue recovery, and elevate the overall customer experience.

3.4 Maintain Strong Cybersecurity Posture

GMX aims to support a continuous strong cybersecurity posture for the segmented toll-system and business operational networks. Tactics to consider include performing vulnerability audits/assessments, regular patch maintenance, security awareness training, and having a comprehensive response plan.

4. SYSTEM MANAGEMENT / MAINTENANCE

GMX expressed the need to prioritize effective system management and asset preservation. Supporting continuous implementation of best practices will result in optimizing maintenance, ensuring long-term sustainability, lifespan, and reliability of the transportation infrastructure assets.

4.1 Preserve Assets to Maximize Value

There was a mention to pursue state benchmarks and maintain the elevated status (91 Maintenance Rating Program (MRP)) of preserving assets through operational programs and having effective asset management contracts. GMX has had success in supporting enhanced asset management by replacing one large asset maintenance contract with smaller individual contracts that are adaptable for specific assets within the system.

4.1.1 Prioritize Projects that Support System Preservation

Prioritizing projects aimed at supporting system preservation can extend the life of the equipment and improve overall system functionality. Project prioritization can include fast-tracking assessment of critical components, defining projects, committing resources, and continuously monitoring and reporting on progress.

4.2 Support Efficient Roadway Operations

GMX aims to support effective operations and maintenance of roadway goals with optimized use of resources and streamlined methods. A benchmark suggested to qualify the effectiveness of efforts is the State Maintenance Rating Program.

4.2.1 Identify and Address Operational Deficiencies

Conducting thorough assessments and evaluations of operational functions can support pinpointing specific areas where operations can be improved. A root- cause analysis can provide the identification of source causes and a plan of action can be produced to address deficiencies

4.3 Measure/Monitor Congestion

There is an opportunity to expand the evaluation of system performance to include congestion monitoring for purposes of optimizing roadway systems and improve overall travel experience. A method to understand traffic flow patterns and hot spot areas can support proposal of upgrades that will enhance the transportation system sustainability.

4.4 Complete Year-One Work Program Projects on Schedule

A variety of projects have been determined for the Transportation Improvement Program, the Renewal and Replacement Program, and the Capital Improvement Program. Resources, agency capacity, vendor capacity, and critical system priorities can be assessed to prioritize efforts and project deliverables for upcoming years. Proposed projects to be achieved in year one can be communicated and frequent project updates should be shared with stakeholders to bring further support and awareness.

5. AGENCY / STAFF

The GMX team shared a desire for empowering the workforce and developing on-going opportunities for continuous development of competent, engaged, and performance-driven support staff. By fostering competency, engagement, and excellence, GMX staff can continuously deliver exceptional service, innovation, and advance the mission of the agency.

5.1 Recruit and Retain Talent

An opportunity exists to enhance employee branding and showcase the agency's values, culture and growth opportunities. Supporting clear career paths, performance recognition and feedback can support long-term retainment of professionals and succession planning.

5.1.1 Re-evaluate Job Description and Pay Ranges

Aligning compensation with market trends for roles within the agency will support transparency and fairness for employee recruitment and retainment. Pay ranges can be evaluated to ensure that compensation is competitive and able to attract top talent.

5.1.2 Timely Hiring of Open Positions

Review job vacancy fulfillment processes and determine how open positions can be filled promptly. Hiring initiative can include advertising methods, in-take techniques, candidate review, interview, and hiring-decision processes.

5.2 Recognize Outstanding Workforce Performance

GMX leadership recognizes the importance of acknowledging staff and suppliers that provide operational support. Recognizing and rewarding performance can foster engagement and support a culture of excellence.

5.2.1 Develop Incentives for Recognizing Employees

Develop financial incentives related to cost savings and recognition of outstanding work. Revive awards scenarios of the past, like prior Road Rangers award program.

5.2.2 Top Performers Recognition

Celebrate top performers, on a frequent basis, through a variety of agency media channels. Provide awareness to the community of who are the individuals that are supporting safety and efficiency for roadways and transportation.

5.3 Improve Internal Communications and Staff Engagement

Improving internal communication channels and methods can enhance staff engagement and productivity. Promoting cross-departmental sharing can encourage greater collaboration and cultivate a cohesive culture where all team members can actively contribute to GMX's mission and vision. Furthermore, establishing effective channels for employee feedback can boost morale by ensuring staff feel heard and valued.

5.4 Further Support Internal Advancement Opportunities

GMX recognizes the importance of supporting internal advancement for staff. Investment efforts in career road mapping, professional development, and skill building can support professional growth, advancement, and succession planning for individuals that support the agency.

5.4.1 Support Consistent Agency-Wide Mentoring Program

A consistent agency-wide mentoring program can develop future leaders, enhances the knowledge transfer capabilities and improve opportunities for employee engagement. A structured program can benefit both the mentored individual and the agency in the long-term.

5.4.2 Develop Professional Training and Development Programs

Develop and deliver professional development programs for employees. This initiative includes supporting onboarding programs for new employees, seeking new training programs for existing employees, leadership development, and upskilling/reskilling initiatives that offer employees exposure to critical operational tools and techniques.

5.5 Develop Agency Policies and Procedures

Various working groups already are updating agency processes. Having a consistent record of agency policies and procedures can provide a uniform method for performing and delivering projects and streamlining operations across the agency. A comprehensive agency set of policies and procedures can safeguard assets, support financial sustainability, and may streamline audits and compliance processes.

Key Performance Indicators

Key Performance Indicators (KPI) are essential metrics used to evaluate the agency's success in achieving the strategic goals. These indicators provide a clear framework for measuring performance, helping GMX staff to focus on what matters most. Each metric proposed will be published frequently and reports will be made available for stakeholders to review strategic performance. By tracking KPIs, staff will be able to gain valuable insights of operations, project delivery, and support making informed decisions that align with community needs and expectations.

1.0 COMMUNITY ENGAGEMENT

Strategic Goals	KPI
1.1 Improve Communications	Number of radio presentations
	Number of X (Formerly Twitter) followers
	Number of X (Formerly Twitter) posts
	Number of LinkedIn followers
	Number of LinkedIn posts
	Number of Instagram followers
	Number of Instagram posts
	Number of Facebook followers
	Number of Facebook posts
	Number of newspaper advertisements
	Number of new newsletter subscribers
1.2 Develop Customer Incentives	Percentage of increase in SunPass transactions
	Number of SunPass transponders delivered
	Percentage of activation of distributed transponders
1.3 Stakeholder Outreach/External Relationships	Number of forums delivered for small businesses
	Number of industry day events attended
	Number of seminars delivered/attended
1.4 Gather Customer Feedback	Number of surveys collected
1.5 Support Community Service	Number of participations in community events
1.6 Further Transparency	Open rate for e-newsletters
	Number of visitors to GMX page
	Number of advertisements in publications

2.0 FISCAL ACCOUNTABILITY

Strategic Goals	KPI
2.1 Improve Bond Ratings	S&P underlying bond rating
	Moody's underlying bond rating
	Fitch underlying bond ratings
2.2 Ensure Bond and Other Financial Compliance	Capital expenditure year-to-date (dollars)
	Percentage of capital expenditures year-to-date
	Compliance with bond covenants for debt service
2.3 Monitor Debt Management Strategy	Debt coverage ratio
	Revenue (Toll and fees only)
	Expenses (Operating)
2.4 Enhance Procurement Competition	Percentage of increase of registered suppliers
	Small business utilization
	Local business utilization
2.5 Pursue Financial Opportunities and Strategies	Number of grants pursued
	Dollar value of potential grants
	Subordinate debt (dollars)
	Percentage of mixed debt structure

3.0 SAFETY / INNOVATION

Strategic Goals	KPI
3.1 Explore Innovative Technology	Number of new technologies evaluated
	Year-to-date spending on innovation
3.2 Maintain Wrong Way Driving (WWD) Program Status	Number of Wrong Way Driving incidents
	Percentage of identified high-risk roadways equipped with Wrong Way Driving Systems
3.3 Streamline Processes	Toll by plate images reviewed - Manual
	Toll by plate images reviewed - OCR
	Cost to collect a Transaction Transponder
	Cost to collect a Transaction Video Toll
3.4 Maintain Strong Cybersecurity Posture	Number of spam emails blocked or quarantined
	Network system uptime percentage
	Number of Cybersecurity Training session delivered

4.0 SYSTEM MANAGEMENT / MAINTENANCE

Strategic Goals	KPI
4.1 Preserve Assets to Maximize Value	MRP Safety Characteristic - Signing
	MRP Safety Characteristic - Striping
	MRP Safety Characteristic - Guardrail
	MRP Safety Characteristic - Lighting
	Lane Miles on System w/excellent or good condition rating
	Percentage of bridge structures with excellent ratings
4.2 Support Efficient Roadway Operations	Average number of weekly transactions
	SunPass transactions - Lane Level
	SunPass transactions - Post Process
	Toll by plate transactions - Post Process
	Number of crashes
	Number of fatalities
4.3 Measure / Monitor Congestion	Percentage of centerline miles not heavily congested at peak hours
	Non-congested distance percentage 2024 AM
	Non-congested distance percentage 2024 PM
	Non-congested distance percentage 2025 AM
	Non-congested distance percentage 2025 PM
	Travel Time Index 2024 PM
	Travel Time Index 2024 AM
	Travel Time Index 2025 AM
	Travel Time Index 2025 PM
4.4 Deliver on Work Program on Schedule	Percentage of budget year-to-date spent on Year One Program Projects

5.0 AGENCY STAFF

Strategic Goals	KPI
5.1 Recruit and Retain Talent	New hires as of January 2024-2025 median number of years with current employer
5.2 Recognize Outstanding Workforce Performance	Workforce recognition program
5.3 Improve Internal Communications and Staff Engagement	Number of employee trainings conducted
	Employee engagement satisfaction survey
	Employee engagement events
5.4 Further Support Internal Advancement Opportunities	Number of professional and technical classes attended
	Number of conferences attended
5.5 Develop Agency Policies and Procedures	Number of completed policies year-to-date
	Number of policies under review year-to-date
	Number of new procedures
	Number of procedures revised

GREATER MIAMI EXPRESSWAY AGENCY

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Prepared by

KEITH

GREATER MIAMI EXPRESSWAY

PROCUREMENT REPORT

The following reports are for the period of March 22, 2025, through May 23, 2025:

- Executed Contracts
- Executed Supplemental Agreements

The information on the following reports is up-to-date as of May 23, 2025:

- Current Solicitations
- Active Contracts

GMX Executed Contracts

From 03/22/2025 To 05/23/2025

Contract Number	Title	Firm	Executed Date	Contract Amount
IP-25-02	FIBER AND POWER ROUTE MARKERS INSTALLATION AND JUNCTION BOXES LOGO REPLACEMENTS	RTech Engineering, LLC	04/16/2025	$150,060.65
GMX-25-04	Armed Security Guard Services	Kent Security Services, Inc.	05/05/2025	$109,440.00
RFQ-25-03(C)	MISCELLANEOUS DESIGN SERVICES	CHA Consulting, Inc	05/13/2025	$3,000,000.00

GMX Executed Supplemental Agreements

From 03/22/2025 To 05/23/2025

Firm Name:
22nd Century Technologies, Inc.

Proc/Cont No.:	WPN:	Original:	Current:	Original Exp:
ITB-23-18	N/A	$1,500,000.00	$1,500,000.00	06/04/2026
				Current Exp: 06/04/2026

SA No:	Project/Service Title:
2	Personnel Services

SA Purpose:	Time Granted:	Executed Date:
Adjust the ECI and clarify the actual index to be used and put a notice day.	0	04/08/2025
	Amount Change (+/-): $0.00	**Approval Date:** 04/08/2025

Firm Name:
P & P Contracting, Inc.

Proc/Cont No.:	WPN:	Original:	Current:	Original Exp:
ITB-22-07	N/A	$2,072,796.00	$2,487,355.20	08/14/2026
				Current Exp: 08/14/2026

SA No:	Project/Service Title:
2	Systemwide Structures Maintenance

SA Purpose:	Time Granted:	Executed Date:
Increase Contract Capacity to Ensure Adequate Funding For Essential Repairs and Maintenance of Bridge and Sign Structures Systemwide.	0	04/11/2025
	Amount Change (+/-): $414,559.20	**Approval Date:** 04/11/2025

CURRENT AND/OR UPCOMING SOLICITATIONS REPORT
AS OF MAY 23, 2025

GREATER MIAMI EXPRESSWAY

ALL CURRENT SOLICITATIONS LISTED HEREIN ARE CURRENTLY UNDER THE CONE OF SILENCE PURSUANT TO THE PROCUREMENT POLICY

Procurement/ Contract No.	Project/Service Title	Advertisement & Commencement of Cone of Silence	Method of Procurement	Estimate/NTE Amount	Current Procurement Phase	Subsequent Procurement Phase
RFQ-25-01	Geotechnical Services for Kendall Parkway Segments 1, 2 And 3	7/1/2024	Competitive Qualifications Based Selection	Per Agreement Not to Exceed: Segment 1 – $3,000,000.00 Segment 2 – $2,000,000.00 Segment 3 – $1,000,000.00	Board Approval on 10/1/2024	Ranking changed as unable to negotiate Agreement with No. 1 Ranked Proposer WSP. Ranking now as follows: 1. AREHNA Engineering Inc. 2. HR Engineering Services, Inc. 3. Tierra South Florida, Inc. D/B/A TSFGEO In renegotiations with above Consultants
RFQ-25-02	Miscellaneous Materials, Engineering and Testing Services	7/8/2024	Competitive Qualifications Based Selection	Per Agreement: Annually Not to Exceed $100,000.00 and for Term of the Agreements Not to Exceed $300,000.00	Board Approval on 12/11/2024	Negotiations Complete. Contracts to be Executed.
RFQ-25-03	Miscellaneous Design Services	8/9/2024	Competitive Qualifications Based Selection	Per Agreement Not to Exceed: $2,000,000.00	Board Approval 02/10/2025	Contracts for Ribbeck Engineering Inc. and CHA Consulting, Inc. fully executed and NTP's issued. Contract for BCC Engineering, LLC in the process of execution.
RFQ-25-05	Miscellaneous Construction Engineering and Inspection (CE&I) Services	12/5/2024	Competitive Qualifications Based Selection	Per Agreement Not to Exceed: $2,000,000.00	Board Approval on or about 04/10/2024	In Negotiations. Contracts to be Executed
RFP-25-01	Inspection and Reporting Services for GMX Structures	1/24/2025	Competitive Qualifications Based Selection	Per Agreement Not to Exceed: $2,820,000.00	Board Approval on or about 06/09/2025	Contract Negotiations
RFP-25-02	Financial Auditing Services	1/7/2025	Competitive Qualifications Based Selection	Not to Exceed: $70,000.00 Annually	Board Approval on or about 04/10/2024	Negotiations Complete. Contracts to be Executed
RFQ-25-06	Environmental Site Assessment Services for Kendall Parkway Segments 1 and 2	2/26/2025	Competitive Qualifications Based Selection	Not to Exceed: $700,000.00	Proposal Submittal Deadline on 04/14/2025	Technical Evaluation Committee (TEC) Meeting on or about 06/30/2025
RFQ-25-07	NW 137 Ave Arterial Dynamic Message Sign (ADMS) Replacement And New ADMS Installation - CE&I Services	5/23/2025	Competitive Qualifications Based Selection	Engineer's Estimate: $890,000.00	Proposal Submittal Deadline on 06/26/2025	Technical Evaluation Committee (TEC) Meeting on or about July 2025
ITB-25-01	Systemwide Dynamic Message Sign (DMS) Catwalk Replacement	5/2/2025	Competitive Price Based Selection	Engineer's Estimate: $1,100,000.00	Proposal Submittal Deadline on 06/02/2025	Proposal Submittal on or about May 2025

UPCOMING SOLICIATATIONS						
RFP-25-03	NW 137 Ave Arterial Dynamic Message Sign (ADMS) Replacement And New ADMS Installation - Design-Build Services	On or about June 2025	Competitive Qualifications and Price Based Selection	Engineer's Estimate: $8,009,047.00	Release of Solicitation Documents and Effective Date of Cone of Silence on or about June 2025	Proposal Submittal on or about July 2025
RFP-25-05	Systemwide Intelligent Transportation Systems (ITS) And Toll Gantries Generator Installation and Power Distribution	On or about June 2025	Competitive Qualifications and Price Based Selection	Fee Estimate: $1,038,000.00	Release of Solicitation Documents and Effective Date of Cone of Silence on or about June 2025	Proposal Submittal on or about July 2025
RFQ-25-04	Project Development and Environment (PD&E) Study for the Partial Interchange at SR 112 and NW 37th Avenue	On or about June 2025	Competitive Qualifications Based Selection	Fee Estimate: $2,000,000.00	Release of Solicitation Documents and Effective Date of Cone of Silence on or about June 2025	Proposal Submittal on or about July 2025
RFQ-25-08	Design Engineering Services for the Widening of Eastbound SR 836 From SR 821/Homestead Extension of Florida's Turnpike (HEFT) to East of NW 97 Avenue and Widening of Westbound SR 836 from West of HEFT to NW 87 Avenue	On or about June 2025	Competitive Qualifications Based Selection	Fee Estimate: $3,819,742.00	Release of Solicitation Documents and Effective Date of Cone of Silence on or about June 2025	Proposal Submittal on or about July 2025

ONLY THOSE SOLICITATIONS FOR CONTRACTS EXCEEDING $200,000.00 IN VALUE AND THEREFORE REQUIRING BOARD APPROVAL ARE LISTED HEREIN

GMX Active Contracts

22nd Century Technologies, Inc.
ITB-23-18 **WPN** N/A
Title Personnel Services **Executed** 05/15/2023 **Expires** 06/04/2026
Contract Amount: $1,500,000.00 **Current FY PTD (07/01-06/30):** $193,963.60
Total Paid to Date: $612,616.33

AECOM Technical Services, Inc.
ITB-22-01 **WPN** N/A
Title Transportation Management Center (TMC) Operations **Executed** 12/17/2021 **Expires** 12/17/2026
Contract Amount: $4,862,062.40 **Current FY PTD (07/01-06/30):** $643,503.71
Total Paid to Date: $2,857,353.12

Anixter, Inc.
IP-21-01 **WPN** N/A
Title VERTIV LIEBERT UNINTERRUPTIBLE POWER SOURCE UNITS (UPS) and additional TWO YEARS EXTENDED WARRANTY **Executed** 04/23/2021 **Expires** 04/23/2026
Contract Amount: $52,811.00 **Current FY PTD (07/01-06/30):** $0.00
Total Paid to Date: $52,811.00

APP&C Services, Inc.
ITB-23-17 **WPN** N/A
Title Systemwide Signing and Pavement Markings Maintenance **Executed** 05/15/2023 **Expires** 05/31/2027
Contract Amount: $3,597,733.50 **Current FY PTD (07/01-06/30):** $834,610.00
Total Paid to Date: $2,333,631.66

Archer Western-De Moya Joint Venture
GMX-16-01 **WPN** 83611.101
Title Design-Build Services for the Reconstruction of SR 836/I-395 from West of NW 17th Avenue to I-95/Midtown Interchange in Miami Dade County **Executed** 07/12/2018 **Expires** 11/04/2024
Contract Amount: $201,525,592.42 **Current FY PTD (07/01-06/30):** $3,431,381.53
Total Paid to Date: $154,640,487.33
*Notes: The Design-Build Firm is entitled to additional time tied to FDOT work. After claims are evaluated by FDOT, the Contract Time will be added in accordance with their determination. As of May 23, 2025, determination has not been reached. **SA #12 going to the Board on 06/09/2025 to increase amount allowing for project closeout***

AT&T Mobility National Accounts, LLC d/b/a AT&T Mobility
GMX-22-14 **WPN** N/A
Title Mobile Communication Services **Executed** 01/11/2022 **Expires** 08/03/2026
Contract Amount: $200,000.00 **Current FY PTD (07/01-06/30):** $28,124.74
Total Paid to Date: $74,419.02

AVI-SPC LLC
GMX-21-05 **WPN** N/A
Title Audio Visual Equipment Services **Executed** 05/18/2021 **Expires** 03/22/2026
Contract Amount: $200,000.00 **Current FY PTD (07/01-06/30):** $0.00
Total Paid to Date: $93,865.34

Bank of America, N.A.
MDX-22-21 **WPN** N/A
Title Purchasing Card Program **Executed** 06/15/2022 **Expires** 01/04/2026
Contract Amount: $0.00 **Current FY PTD (07/01-06/30):** $0.00
Total Paid to Date: $0.00

CDM Smith, Inc.
RFP-23-03 **WPN** N/A
Title Traffic & Revenue Consulting Services **Executed** 07/17/2023 **Expires** 07/17/2028
Contract Amount: $2,500,000.00 **Current FY PTD (07/01-06/30):** $132,526.74
Total Paid to Date: $232,486.84
Notes: Upper limiting amount of $2,500,000.00

GMX Active Contracts

CHA Consulting, Inc | **#** RFQ-25-03(C) | **WPN** N/A

Title MISCELLANEOUS DESIGN SERVICES | **Executed** 05/13/2025 | **Expires** 05/22/2028

Contract Amount: $3,000,000.00 | **Current FY PTD (07/01-06/30):** $0.00

Total Paid to Date: $0.00

Cisco Systems, Inc. | **#** GMX-24-07 | **WPN** N/A

Title Data Communication Products & Services | **Executed** 06/11/2024 | **Expires** 09/30/2026

Contract Amount: $200,000.00 | **Current FY PTD (07/01-06/30):** $0.00

Total Paid to Date: $175,433.91

Notes: PIGGYBACK ONTO ALTERNATE CONTRACT SOURCE NO. 43220000-NASPO-19-ACS FOR DATA COMMUNICATION PRODUCTS & SERVICES BETWEEN THE DEPARTMENT OF MANAGEMENT SERVICES AND CISCO SYSTEMS, INC. PO WILL BE SUBJECT TO TERMS OF MASTER AGREEMENT IN PRICING, RE-SELLERS ETC. AS WELL AS GMX TERM AND CONDITIONS. TERM OF AGREEMENT IS UNTIL SEPTEMBER 30, 2026.

COPYCO, Inc. | **#** GMX-25-02 | **WPN** N/A

Title Multi-Function Devices, Copiers, and Related Software and Services | **Executed** 08/01/2024 | **Expires** 07/31/2026

Contract Amount: $200,000.00 | **Current FY PTD (07/01-06/30):** $7,507.41

Total Paid to Date: $7,507.41

Notes: Piggyback onto Alternate Contract Source No. 44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services between State of FL Department of Management Services and Toshiba America Business Solutions, Inc. This agreement expires on 07/31/2026.

DAKTRONICS, INC. | **#** GMX-21-03 | **WPN** N/A

Title SERVICE MAINTENANCE AGREEMENT FOR ALL OF THE ADMS AND DMS SIGNS IN THE GMX ROAD SYSTEM | **Executed** 10/29/2020 | **Expires** 07/03/2025

Contract Amount: $97,050.00 | **Current FY PTD (07/01-06/30):** $26,620.00

Total Paid to Date: $97,050.00

Dell Marketing, LP. | **#** GMX-24-05 | **WPN** N/A

Title Piggyback for Computer Equipment, Peripherals & Related Services | **Executed** 03/12/2024 | **Expires** 06/30/2025

Contract Amount: $0.00 | **Current FY PTD (07/01-06/30):** $1,703,569.17

Total Paid to Date: $1,901,279.53

Notes: Piggyback to State of Florida Alternate Contract Source No. 43210000-23-NASPO-ACS - Computer, Peripherals & Related Services. Term dates will run concurrent with this agreement.

Digital Assurance Certification LLC | **#** MDX-14-07 | **WPN** N/A

Title SEC Post-Issuance Compliance Services | **Executed** 01/27/2014

Contract Amount: $0.00 | **Current FY PTD (07/01-06/30):** $2,000.00

Total Paid to Date: $34,750.00

Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget. Expiration: Tied to the payoff of outstanding bonds.

DRC Emergency Services, LLC | **#** ITB-23-09 | **WPN** N/A

Title Systemwide Emergency Debris Removal | **Executed** 07/17/2023 | **Expires** 07/17/2027

Contract Amount: $548,985.00 | **Current FY PTD (07/01-06/30):** $0.00

Total Paid to Date: $0.00

EAC Consulting, Inc. | **#** RFP-23-02 (B) | **WPN** N/A

Title General Engineering Consulting Services(GEC-B) | **Executed** 06/28/2023 | **Expires** 06/30/2028

Contract Amount: $0.00 | **Current FY PTD (07/01-06/30):** $4,517,226.65

Total Paid to Date: $12,477,625.56

Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget and/or Work Program

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GMX Active Contracts

FedEX Corporate Services, Inc.
GMX-22-19 **WPN** N/A
Title Courier Services **Executed** 02/26/2022 **Expires** 11/27/2026
Contract Amount: $2,700.00 **Current FY PTD (07/01-06/30):** $556.63
Total Paid to Date: $2,543.00

Fire Alarm Systems & Security, Inc.
SP-21-02 **WPN** N/A
Title Fire Alarm Monitoring and Yearly Inspection Services **Executed** 04/20/2021 **Expires** 04/20/2026
Contract Amount: $10,000.00 **Current FY PTD (07/01-06/30):** $1,548.94
Total Paid to Date: $8,525.74

FLORIDA STATE UNIVERSITY
GMX-24-01 **WPN** N/A
Title Website Hosting Services Master Service Agreement **Executed** 07/12/2023 **Expires** 06/30/2026
Contract Amount: $43,636.68 **Current FY PTD (07/01-06/30):** $11,291.31
Total Paid to Date: $24,823.34

Flotech Environmental, LLC
ITB-22-09 **WPN** N/A
Title Systemwide Drainage Inspection and Maintenance **Executed** 11/10/2022 **Expires** 10/31/2026
Contract Amount: $1,302,821.00 **Current FY PTD (07/01-06/30):** $232,187.00
Total Paid to Date: $1,018,242.18

Full Moon Creative, LLC.
IP-24-01 **WPN** N/A
Title VIDEO RECORDING & PRODUCTION SERVICES **Executed** 02/07/2024 **Expires** 02/14/2027
Contract Amount: $200,000.00 **Current FY PTD (07/01-06/30):** $6,200.00
Total Paid to Date: $14,512.50

Gallagher Benefits Consulting Services, Inc.
GMX-22-01 **WPN** N/A
Title Gallagher Benefits Consulting Services, Inc **Executed** 10/21/2021 **Expires** 09/30/2026
Contract Amount: $200,000.00 **Current FY PTD (07/01-06/30):** $0.00
Total Paid to Date: $17,587.50

Gannett Fleming, Inc.
RFQ-22-01 **WPN** 83634.050
Title Construction Engineering and Inspection (CE&I) Services for GMX 83634 SR 836 New Heft Ramp Connections **Executed** 04/20/2022 **Expires** 01/19/2025
Contract Amount: $3,609,297.29 **Current FY PTD (07/01-06/30):** $449,071.37
Total Paid to Date: $3,386,032.91
Notes: Design-Build project extended to 01/19/2025. CE&I Term of the Agreement ends sixty (60) days after Final Acceptance of the Design Build Project or Project close out. Work has completed, final acceptance is pending. As of 05/2025 - Pending Project close-out. Time is tied to 60 days after Final Acceptance of Design-Build Project, or Project close-out.

GovConnection, Inc.
PO 144 FY 22 **WPN** N/A
Title 45Drives Storage System for GMX HQ email/file storage **Executed** 08/05/2022 **Expires** 08/04/2025
Contract Amount: $21,229.00 **Current FY PTD (07/01-06/30):** $0.00
Total Paid to Date: $21,229.00

Greenberg Traurig, P.A.
IP-25-01 **WPN** N/A
Title Bond Counsel Consulting Services **Executed** 10/21/2024 **Expires** 11/17/2025
Contract Amount: $200,000.00 **Current FY PTD (07/01-06/30):** $27,840.00
Total Paid to Date: $27,840.00

GRM Information Management Services of Miami, LLC
SP-24-02 **WPN** N/A
Title Records Management and Related Services **Executed** 07/17/2024 **Expires** 07/16/2029
Contract Amount: $47,662.20 **Current FY PTD (07/01-06/30):** $25,882.39
Total Paid to Date: $25,882.39
*Notes: **New PO to replace this contract is currently routing through the agency***

GMX Active Contracts

Gruber Technical, Inc.
GMX-23-06 **WPN** N/A
Title Uninterruptible Power Supply (UPS): New Equipment Service, Maintenance and Support
Executed 06/28/2023 **Expires** 06/30/2026
Contract Amount: $149,729.18
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $149,729.18

Gus Machado Ford, Inc.
GMX-20-02 **WPN** N/A
Title Manufacturer Dealer Parts and Repair Services
Executed 10/30/2019 **Expires** 10/28/2025
Contract Amount: $200,000.00
Current FY PTD (07/01-06/30): $9,903.39
Total Paid to Date: $55,047.87

Halley Engineering Contractors, Inc.
RFP-22-01 **WPN** 83634.030
Title Design-Build Services for SR 836 New Heft Ramp Connections
Executed 02/25/2022 **Expires** 01/19/2025
Contract Amount: $47,960,149.95
Current FY PTD (07/01-06/30): $4,223,520.22
Total Paid to Date: $46,302,901.95
*Notes: **Work has been completed; Final Acceptance is pending** As of 05/2025 - Project Final Acceptance was issued as of November 15, 2024. Pending close-out of signalized intersection DTPW permit.*

HBC Engineering Company
RFQ-24-01 **WPN** 30041-000.020
Title Design Engineering Services for SR 878 LED Lighting Conversion
Executed 06/28/2024 **Expires** 06/10/2025
Contract Amount: $799,855.52
Current FY PTD (07/01-06/30): $752,661.58
Total Paid to Date: $752,661.58
Notes: No added scope or increase to the Contract Amount

Hilltop Securities Asset Management, LLC
RFP-15-05 **WPN** N/A
Title Investment Advisory Services
Executed 10/27/2015 **Expires** 05/31/2026
Contract Amount: $0.00
Current FY PTD (07/01-06/30): $17,295.12
Total Paid to Date: $496,282.58
*Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget. ** Previously known as First Southwest Asset Management, Inc.**

Hilltop Securities, Inc.
GMX-21-07 **WPN** N/A
Title Municipal Financial Advisory Services
Executed 06/14/2021 **Expires** 07/22/2025
Contract Amount: $0.00
Current FY PTD (07/01-06/30): $15,740.00
Total Paid to Date: $103,505.00
Notes: Funds for these services are budgeted on an annual basis in the GMX approved Operations Budget, Work Program Budget, and cost of issuance of new debt.

HIT Solutions, LLC.
IP-21-02 **WPN** N/A
Title Storage for Disaster Recovery
Executed 07/01/2021 **Expires** 06/30/2026
Contract Amount: $135,444.55
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $135,444.55

HNTB Corporation
RFP-23-02 (A) **WPN** N/A
Title General Engineering Consulting Services (GEC-A)
Executed 06/28/2023 **Expires** 06/30/2028
Contract Amount: $0.00
Current FY PTD (07/01-06/30): $4,380,028.72
Total Paid to Date: $10,704,070.33
Notes: Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget and/or Work Program

Horsepower Electric Inc.
ITB-22-03 **WPN**
Title Fiber Optic Repair Services
Executed 02/15/2022 **Expires** 05/05/2027
Contract Amount: $409,278.50
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $118,879.31

GMX Active Contracts

Infor (US), Inc.
GMX-13-07 **WPN** N/A
Title Enterprise Resource Planning (ERP) Software, Implementation and Maintenance Services
Executed 08/26/2013
Contract Amount: $1,596,421.00
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $1,229,278.36
Notes: Perpetual License

Insight Public Sector
GMX-24-06 **WPN** N/A
Title Technology Products Solutions
Executed 08/16/2023 **Expires** 04/30/2026
Contract Amount: $200,000.00
Current FY PTD (07/01-06/30): $184,948.47
Total Paid to Date: $355,567.99
Notes: PIGGYBACK ONTO ALTERNATE CONTRACT SOURCE NO. 4321000-23-OMNIA-ACS FOR TECHNOLOGY PRODUCTS SOLUTIONS AND RELATED SERVICES BETWEEN THE DEPARTMENT OF MANAGEMENT SERVICES AND INSIGHT PUBLIC SECTOR. TERM OF CONTRACT IS UNTIL APRIL 30, 2026.

Insight Public Sector
PO 141 FY 22 **WPN** N/A
Title Cloud Storage Service For Temporary Storage
Executed 06/28/2022 **Expires** 06/26/2025
Contract Amount: $3,934.86
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $3,934.86

Insight Public Sector
PO 136 FY 23 **WPN** N/A
Title Veritas Essential Support Technical Support Renewal
Executed 06/13/2023 **Expires** 07/01/2026
Contract Amount: $684.00
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $684.00
Notes: 3 YEARS COVERAGE DATE - 7/2/2023 TO 7/1/2026

Ixsystems, Inc.
ITB-22-06 **WPN** N/A
Title Upgrade of Toll System Image Storage
Executed 08/05/2022 **Expires** 08/04/2027
Contract Amount: $582,474.60
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $582,474.60

Kent Security Services, Inc.
GMX-25-04 **WPN** N/A
Title Armed Security Guard Services
Executed 05/05/2025 **Expires** 09/30/2026
Contract Amount: $109,440.00
Current FY PTD (07/01-06/30): $1,140.00
Total Paid to Date: $1,140.00
Notes: PURCHASE SUBJECT TO STATE OF FL TERM CONTRACT NO: 92121500-24-STC FOR ARMED SECURITY GUARD SERVICES. TERM OF CONTRACT US UNTIL SEPTEMBER 30, 2027. THIS CONTRACT WILL RUN CONCURRENT WITH THE STATE TERM CONTRACT AND RENEWALS ARE SUBJECT TO EXTENSIONS TO SAID AGREEMENT.

LAWSON HUCK GONZALEZ, PLLC
RFQ-24-04 **WPN** N/A
Title General Counsel Consulting Services
Executed 04/24/2024 **Expires** 04/23/2027
Contract Amount: $320,000.00
Current FY PTD (07/01-06/30): $207,739.21
Total Paid to Date: $293,527.21
Notes: NTE Established Annual Cap of $320,000 per year

LAWSON HUCK GONZALEZ, PLLC
GMX-24-03 **WPN** N/A
Title Legal Representation
Executed 11/29/2023
Contract Amount: $0.00
Current FY PTD (07/01-06/30): $441,780.94
Total Paid to Date: $1,652,823.74
Notes: Contract was approved by GMX Board of Directors on July 5th. Contract Amount: Compensation is managed by Board approved annual Operating Budget and/or Work Program.

GMX Active Contracts

Madison National Life Insurance Company, Inc.

IP-24-02(B) **WPN** N/A

Title Group Term Life, Accidental Death and Dismemberment (AD&D), and Disability Insurance for GMX Employees

Executed 10/30/2024 **Expires** 12/31/2027

Contract Amount: $200,000.00
Total Paid to Date: $18,126.43

Current FY PTD (07/01-06/30): $18,126.43

Notes: Start Date for the Services is January 1, 2025.

Marlin Engineering, Inc.

RFP-16-01 (B) **WPN** N/A

Title Inspection & Reporting Services for GMX Structures

Executed 07/21/2016 **Expires** 06/30/2025

Contract Amount: $2,219,372.00
Total Paid to Date: $1,939,879.13

Current FY PTD (07/01-06/30): $140,224.00

*Notes: **New Procurement in progress***

McShea Contracting, LLC

ITB-24-03 **WPN** 30033.060

Title Systemwide Pavement Marking Rehabilitation

Executed 08/26/2024 **Expires** 07/13/2025

Contract Amount: $4,016,771.50
Total Paid to Date: $411,456.77

Current FY PTD (07/01-06/30): $411,456.77

MINNESOTA LIFE INSURANCE COMPANY / SECURIAN LIFE INSURANCE COMPANY

IP-24-02(A) **WPN** N/A

Title Group Term Life, Accidental Death and Dismemberment (AD&D), and Disability Insurance for GMX Employees

Executed 10/30/2024 **Expires** 12/31/2027

Contract Amount: $200,000.00
Total Paid to Date: $4,004.68

Current FY PTD (07/01-06/30): $4,004.68

Notes: Start Date for the Services is January 1, 2025.

P & P Contracting, Inc.

ITB-22-07 **WPN** N/A

Title Systemwide Structures Maintenance

Executed 08/10/2022 **Expires** 08/14/2026

Contract Amount: $2,487,355.20
Total Paid to Date: $2,037,504.21

Current FY PTD (07/01-06/30): $383,761.14

Pilar Services, Inc.

ITB-24-04 **WPN** N/A

Title Systemwide HVAC Maintenance and Repair Services

Executed 04/19/2024 **Expires** 05/08/2028

Contract Amount: $815,553.88
Total Paid to Date: $140,369.23

Current FY PTD (07/01-06/30): $78,922.45

Power & Systems Innovations, Inc.

IP-21-03 **WPN** N/A

Title SE APC UPS Revitalization

Executed 07/01/2021 **Expires** 06/30/2026

Contract Amount: $181,074.00
Total Paid to Date: $181,074.00

Current FY PTD (07/01-06/30): $0.00

Presidio Networked Solutions, Inc.

IP-23-01 **WPN** N/A

Title Commvault Support Renewal and Disaster Recovery Protection

Executed 09/01/2022 **Expires** 08/31/2025

Contract Amount: $60,580.16
Total Paid to Date: $60,580.16

Current FY PTD (07/01-06/30): $0.00

Prison Rehabilitative Industries and Diversified Enterpises (PRIDE), Inc.

GMX-23-03 **WPN** N/A

Title Manual Image Review (MIR) Processing Services

Executed 06/28/2023 **Expires** 06/30/2028

Contract Amount: $6,000,000.00
Total Paid to Date: $1,069,078.16

Current FY PTD (07/01-06/30): $492,212.96

Notes: The funds for the services will be allocated as part of the annual Operating Budget approval process.

GMX Active Contracts

Q-Free America, Inc.
MDX-14-03-C
WPN N/A
Title Synergy Automated/Manual Image Review System
Executed 06/01/2023
Expires 08/31/2026
Contract Amount: $2,451,759.26
Current FY PTD (07/01-06/30): $714,116.87
Total Paid to Date: $1,592,184.81
*Notes: ** Remaining balance on Agreement with Open Roads Consulting, Inc. was $51,759.26 up to June, 2023 ** **Reassignment added $2,400,00.00 to the Agreement** ** The Initial Amount for the Agreement will be the remaining amount of $51,759.26 plus $2,400,00.00**

QUADIENT FINANCE USA, INC.
SP-20-02
WPN N/A
Title Postage Meter Services - Refills
Executed 01/04/2020
Expires 02/19/2027
Contract Amount: $25,000.00
Current FY PTD (07/01-06/30): $761.52
Total Paid to Date: $6,224.77

QUADIENT LEASING USA, INC.
SP-20-03
WPN N/A
Title Postage Meter Services-Lease
Executed 01/04/2020
Expires 02/19/2027
Contract Amount: $25,000.00
Current FY PTD (07/01-06/30): $447.87
Total Paid to Date: $2,329.68

Ribbeck Engineering, Inc.
RFQ-23-01
WPN 83618-009.020
Title Design Engineering Services for the Widening of SW 137th Avenue from SW 8th Street to SW 26th Street
Executed 03/07/2023
Expires 01/12/2025
Contract Amount: $917,597.57
Current FY PTD (07/01-06/30): $55,663.56
Total Paid to Date: $917,597.57
Notes: Per SA #2 the term of the Agreement is extended an additional Two (2) months for an end date of January 12, 2025, or concurrent with the Final Acceptance of the Project plus an additional two (2) months. Final Acceptance is pending. As of 03/2025 - Design is complete. Post-design services will start once the ITB for Construction is awarded. Time for post-design is tied to Construction Final Acceptance plus 60 days. ITB is anticipated to be issued June/July 2025.

Ribbeck Engineering, Inc.
RFQ-25-03(B)
WPN N/A
Title MISCELLANEOUS DESIGN SERVICES
Executed 04/22/2024
Expires 05/07/2028
Contract Amount: $3,000,000.00
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $0.00

RTech Engineering, LLC
ITB-22-05
WPN N/A
Title Systemwide Roadway Lighting Maintenance
Executed 07/12/2022
Expires 07/17/2026
Contract Amount: $4,444,441.00
Current FY PTD (07/01-06/30): $433,424.43
Total Paid to Date: $2,446,167.11

RTech Engineering, LLC
IP-25-02
WPN N/A
Title FIBER AND POWER ROUTE MARKERS INSTALLATION AND JUNCTION BOXES LOGO REPLACEMENTS
Executed 04/16/2025
Expires 06/15/2025
Contract Amount: $150,060.65
Current FY PTD (07/01-06/30): $0.00
Total Paid to Date: $0.00

Safety Systems Barricades Corp.
ITB-23-13
WPN N/A
Title Systemwide Maintenance of Traffic (MOT) Services
Executed 05/23/2023
Expires 05/22/2027
Contract Amount: $1,611,800.00
Current FY PTD (07/01-06/30): $276,797.50
Total Paid to Date: $680,754.00

SFM Janitorial Services, LLC.
ITB-23-12
WPN N/A
Title Systemwide Janitorial and Facilities Maintenance
Executed 05/15/2023
Expires 06/14/2027
Contract Amount: $2,201,783.56
Current FY PTD (07/01-06/30): $266,800.01
Total Paid to Date: $598,627.31

GMX Active Contracts

Southeast Highway Guardrail and Attenuators, LLC

ITB-23-02 **WPN** N/A

Title Systemwide Guardrail and Fencing Maintenance **Executed** 10/24/2022 **Expires** 10/31/2026

Contract Amount: $4,209,341.00 **Current FY PTD (07/01-06/30):** $1,038,946.06

Total Paid to Date: $2,790,204.43

STAPLES CONTRACT & COMMERICAL LLC DBA STAPLES BUSINESS CREDIT

GMX-24-04 **WPN** N/A

Title Office Supplies **Executed** 06/11/2024 **Expires** 04/17/2027

Contract Amount: $200,000.00 **Current FY PTD (07/01-06/30):** $19,860.53

Total Paid to Date: $21,509.88

Notes: Piggyback onto Contract No. 44111513-17-01 between the State of Florida, Department of Management Services and Staples Contract & Commercial LLC for Office Supplies

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TAW Power Systems, Inc.

ITB-23-03 **WPN** N/A

Title Systemwide Power Generators Maintenance **Executed** 12/01/2022 **Expires** 12/08/2026

Contract Amount: $951,955.00 **Current FY PTD (07/01-06/30):** $37,981.60

Total Paid to Date: $152,363.43

Ted & Stan's Towing Services, Inc.

ITB-23-10 **WPN** N/A

Title Road Rangers Service Patrol and RISC/DISC Services for the GMX System **Executed** 05/25/2023 **Expires** 05/24/2028

Contract Amount: $20,182,700.00 **Current FY PTD (07/01-06/30):** $3,242,424.00

Total Paid to Date: $6,111,443.00

Tracmor, LLC

SP-23-01 **WPN** N/A

Title Asset Tracking Software **Executed** 01/01/2023 **Expires** 12/31/2025

Contract Amount: $7,164.33 **Current FY PTD (07/01-06/30):** $0.00

Total Paid to Date: $7,164.33

Notes: SINGLE SOURCE

Transcore, LP

GMX-18-02 **WPN** N/A

Title Toll Collection System: Equipment, Installation, Maintenance, and Support Services **Executed** 02/01/2018 **Expires** 01/31/2028

Contract Amount: $49,017,669.10 **Current FY PTD (07/01-06/30):** $3,722,751.73

Total Paid to Date: $31,842,814.75

TranSystems Corporation d/b/a TranSystems Corporation Consultants

RFP-16-01 (A) **WPN** N/A

Title Inspection & Reporting Services for GMX Structures **Executed** 07/21/2016 **Expires** 06/30/2025

Contract Amount: $2,219,372.00 **Current FY PTD (07/01-06/30):** $143,777.46

Total Paid to Date: $1,920,774.71

*Notes: **New Procurement in progress***

Tyler Technologies, Inc.

ITN-02-02 **WPN** N/A

Title Financial Management System Software and Implementation Services **Executed** 06/27/2002

Contract Amount: $0.00 **Current FY PTD (07/01-06/30):** $85,195.42

Total Paid to Date: $1,342,128.91

Notes: Expiration: Perpetual License Contract Amount: No established cap. Compensation is managed by Board approved annual Operating Budget.

GMX Active Contracts

VisualScape, Inc.

RFP-23-01 **WPN** N/A

Title SYSTEMWIDE AESTHETIC MAINTENANCE **Executed** 02/22/2023 **Expires** 02/28/2027

Contract Amount: $17,481,692.49 **Current FY PTD (07/01-06/30):** $2,841,122.11

Total Paid to Date: $7,658,827.65

Notes: Contract Bond to be renewed on an annual basis in February.

Waste Connections of Florida, Inc.

SP-22-01 **WPN** N/A

Title Waste Management Services **Executed** 07/25/2022 **Expires** 07/24/2025

Contract Amount: $25,000.00 **Current FY PTD (07/01-06/30):** $6,057.96

Total Paid to Date: $18,966.01

*Notes: **Engaging in renewal period still available***

Weiss Serota Helfman Cole & Bierman, P.L.

RFQ-17-04 (A) **WPN** N/A

Title Legal Services Support - Eminent Domain **Executed** 04/01/2017 **Expires** 06/30/2025

Contract Amount: $1,500,000.00 **Current FY PTD (07/01-06/30):** $58,317.55

Total Paid to Date: $6,305,804.97

Notes: Expiration is May 28, 2024, or through satisfactory completion of outstanding tasks related to 83618 and 87410. Extending contract manually for tracking purposes through the completion of Eminent Domain related matters. Contract Amount does not include cost of litigation services. As of 5/23/2025 the Litigation Services Amount Paid is $5,007,318.80. As of 5/23/2025 87% of what has been paid to the contract excluding litigations is $1,298,486.17.