

RESOLUTION No. 16-192

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCALLY FUNDED AGREEMENT WITH FLORIDA'S TURNPIKE ENTERPRISE, IN SUBSTANTIALLY THE FORM PROVIDED, FOR THE DESIGN AND CONSTRUCTION OF THE NW 25 STREET CONNECTION TO THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE; APPROVING THE CONVEYANCE OF CERTAIN PORTIONS OF THE CITY OF DORAL'S RIGHTS-OF-WAY FOR NW 117 AVENUE NORTH OF DORAL BOULEVARD; APPROVING A DRIVEWAY CLOSURE AGREEMENT BETWEEN THE CITY AND THE HAMPTON INN, LOCATED AT 11600 NW 41 STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY INSTRUMENTS AND AGREEMENTS, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on October 15, 2008, the Freight Transportation Advisory Committee, a subcommittee of the Miami-Dade County Metropolitan Planning Organization ("MPO") passed resolution 02-08, attached hereto as Exhibit "A", requesting that a study be performed for the connection of NW 25 Street to the Homestead Extension of Florida's Turnpike (the "HEFT"); and

WHEREAS, as a result, the MPO performed a study for the continuing of NW 25 Street to the HEFT by continuing the project along NW 117 Avenue and to construct an overpass to finally connect with the Florida Turnpike (the "Project"); and

WHEREAS, the Project will provide an alternative access to the HEFT for commuter and commercial traffic, creating capacity in other critical arteries in the City of Doral (the "City"); and

WHEREAS, on March 12, 2014, the City adopted Resolution 14-53, attached hereto as Exhibit "B", requesting the extension of NW 25 Street Viaduct westward to eventually

connect to the Turnpike, as well as the construction of a bicycle and pedestrian bridge that will connect the Turnpike pedestrian trail over NW 41 Street; and

WHEREAS, Miami-Dade County adopted Resolution R-1015-15, attached hereto as Exhibit “C”, urging the Florida Legislature and the Department of Transportation to fund the extension of NW 25 Street Viaduct westward to connect the Viaduct with Florida's Turnpike; and

WHEREAS, Florida's Turnpike Enterprise (“FTE”) has been in the process of developing the studies and reports necessary to substantiate the widening of the HEFT from State Road 836 (“836”) to NW 57 Avenue; and

WHEREAS, FTE has funded the construction of the HEFT widening from 836 to south of NW 106 Street (“HEFT Widening”), for construction in Fiscal Year 2017, and is preparing a design-build request for proposals for the construction of the HEFT Widening (the “RFP”); and

WHEREAS, with the development of the RFP by FTE, the City discovered an opportunity to include the Project in the scope of the HEFT Widening and proposed same to FTE; and

WHEREAS, FTE developed a concept study and estimated an initial construction cost for the Project and its impact on the HEFT Widening; and

WHEREAS, the City desire to facilitate the inclusion of the Project in the HEFT Widening by undertaking a series of actions, in pertinent part, to: enter into a Locally Funded Agreement with FTE, in substantially the form attached in Exhibit “D” (the “LFA”), which is incorporated herein and made a part hereof by this reference; promise to appropriate and pay for the cost of the slip ramp portion and trail bridge elements of the Project; dedicate certain portions of the NW 117 Avenue rights-of-way north of Doral

Boulevard to FTE to accommodate the Project; and assist with the closure of a certain access driveway off NW 117 Avenue (“117 Avenue Driveway”) belonging to the Hampton Inn and Suites, located at 11600 NW 41 Street (“Hampton Inn”); and

WHEREAS, the portion of the City’s NW 117 Avenue rights-of-way needed to accommodate the project, as legally described in Exhibit “E” (“117 Avenue R.O.W.”), which is incorporated herein and made a part hereof by this reference, are not being used to their maximum benefit for the community because NW 117 Avenue and the pedestrian trail dead-end on both sides of Doral Boulevard; and

WHEREAS, dedication of the 117 Avenue R.O.W. by the City to the FTE for the construction of the Project will bring a great benefit to the City; and

WHEREAS, the City has engaged Hampton Inn in negotiations for the closure of its Hampton Inn’s 117 Avenue Driveway, which was not a condition to its site plan approval (copy of the Hampton Inn’s Site plan is attached hereto as Exhibit “F”), presently serves no public or mobility purposes, and which the Hampton Inn presently keeps closed and is willing to eliminate; and

WHEREAS, the City and Hampton Inn desire to enter into an agreement for the closure of the 117 Avenue Driveway, in substantially the form provided in Exhibit “G” (the “Driveway Closure Agreement”), in order to facilitate the development of the Project; and

WHEREAS, construction and development of the Project will significantly improve overall traffic circulation and will serve to alleviate congestion greatly resulting in the enhancement of public's general health, safety and welfare; and

WHEREAS, alleviating traffic congestion and increasing mobility options for the Community has been a top priority of the City, and the City Council believes that the

obligations undertaken herein necessary to accomplish the Project are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of LFA. The LFA by and between the City and FTE, in substantially the form provided in Exhibit “D”, providing the mutual obligations of the City and FTE for development of the Project as part of the HEFT Widening, is hereby approved. It is acknowledged that such obligations include, in part, without limitation, the payment of the costs of construction of the slip ramp of the Project at \$3.2 million (funds available from Public Works Department General Fund, account no. 001.80005.500633), the funding of aesthetic design guidelines for the Project, and the securing of all permits from Miami-Dade County for access management change of NW 117 Avenue on both the north and south sides of Doral Boulevard.

Section 3. Approval 117 Avenue Dedication. The dedication of portions of NW 117 Avenue on the north side of Doral Boulevard, as legally described in Exhibit “E”, for the construction and permanent erection of the Project, is hereby approved.

Section 4. Approval of Driveway Closure Agreement. The Agreement by and between the City and Hampton Inn, in substantially the form provided in Exhibit “G”, for the closure of the 117 Avenue Driveway, is hereby approved; it being acknowledged that the 117 Avenue Driveway was not a condition of site plan approval and is currently maintained closed by the Hampton Inn.

Section 5. Authorization. The City Manager is hereby authorized to execute all instruments and documents needed to accomplish the foregoing objectives in furtherance of the Project, including, without limitation, the LFA, warranty deeds for the right-of-way dedication, and the Driveway Closure Agreement, all subject to approval from the City Attorney as to form and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 6. Implementation. The City Manager, the City Clerk, and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provision of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption.

The motion was seconded by Mayor Boria and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Not Present At Time of The Vote

PASSED AND ADOPTED this 14 day of September, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.
CITY ATTORNEY

EXHIBITS

FTAC RESOLUTION 02-08

RESOLUTION RECOMMENDING THAT THE METROPOLITAN PLANNING ORGANIZATION (MPO) GOVERNING BOARD TAKE A POSITION REQUESTING THE FLORIDA TURNPIKE ENTERPRISE INITIATE A PD&E STUDY TO PROVIDE DIRECT ACCESS FROM NW 25TH STREET TO THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE

WHEREAS, the Metropolitan Planning Organization (MPO) has established the Freight Transportation Advisory Committee (FTAC) to advise it on freight transportation related matters, and

WHEREAS, The warehouse district centered along NW 25th Street between Miami International Airport and the Homestead Extension of the Florida Turnpike is a major economic generator for Miami-Dade County, and

WHEREAS, this district generated thousand of truck trips daily between the warehouses and the freeways, and

WHEREAS, congestion in the Doral area is a negative impact on the economic competitiveness of the freight industry in South Florida, and

WHEREAS, the lack of direct access from NW 25th Street to the Florida Turnpike requires circuitous movements through highly congested areas further worsening congestion.

NOW, THEREFORE, BE IT RESOLVED BY THE FREIGHT TRANSPORTATION ADVISORY COMMITTEE (FTAC) OF THE METROPOLITAN PLANNING ORGANIZATION FOR THE MIAMI URBANIZED AREA:

SECTION 1: That the FTAC requests that the Florida Turnpike Enterprise initiate a PD&E Study to determine the best means of providing direct access from NW 25th Street to the Homestead Extension of the Florida Turnpike.

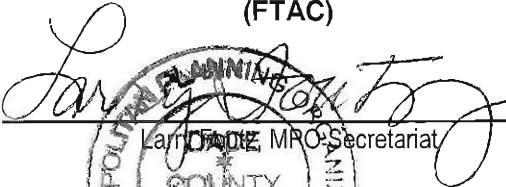
The foregoing resolution was offered by Jorge Rovirosa, who moved its adoption. The motion was seconded by Mariella Marrero and upon being put to a vote, the vote was as follows:


Bryan Del A.	Absent
Gruber Zac	Yes
Johnson John	Absent
Karlinsky Lee	Absent
Marrero Mariella	Yes
Munoz Felipe	Yes
Pimental Barbara	Yes
Puga Ralph	Absent
Rodriguez Eddie	Absent
Rovirosa Jorge	Yes
Sandler Gilbert Lee	Absent
Tannehill Doug	Yes
Tiede Kornelia	Yes

Chairperson Sylvia Bernstein – Yes

The Chairperson thereupon declared the resolution duly passed and approved this 15th day of **October 2008**.

**FREIGHT TRANSPORTATION ADVISORY COMMITTEE
(FTAC)**

By  _____
Laryssa, MPO Secretariat



RESOLUTION NO. 14-53

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA IN SUPPORT OF THE CONSTRUCTION OF ALTERNATIVE No. 6 OF THE MIAMI DADE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) CONCERNING THE HOMESTEAD EXTENSION FLORIDA TURNPIKE (HEFT)/NW 25th ST. INTERCHANGE STUDY, TO PROVIDE A FLYOVER RAMP FOR NORTHBOUND TRAFFIC ON NW 117TH AVENUE TO ROUTE TRAFFIC FROM NW 25TH STREET OVER NW 41ST STREET AND CONNECT TO NORTHBOUND HEFT ON-RAMP; PRIORITIZING THE CONSTRUCTION OF ALTERNATIVE NO. 6 BEFORE THE COMPLETION OF THE NW 25TH STREET VIADUCT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation anticipates the overall completion of the NW 25th street viaduct bridge project to be in January 2016, which will facilitate cargo truck traffic to City's industrial areas from Miami international Airport; and

WHEREAS, the City of Doral believes that when the NW 25th Street Viaduct project is completed, an increase in truck traffic can be anticipated on roadways within the City due to cargo shipments destined for locations north and south of the City seeking access to the HEFT; and

WHEREAS, a conceptual study performed by the Metropolitan Planning Organization ("MPO") has identified Alternative 6, a flyover bridge, (see attached Exhibit A) as a way to connect NW 25th Street to the northbound HEFT ramp via NW 117th Avenue routing traffic over NW 41 Street; and

WHEREAS, Alternative No. 6 as identified in the MPO's conceptual study is listed as a project on the Southeast Florida Regional Freight Roadway Needs Plan (see attached Exhibit A) by the MPO's Freight Transportation Advisory Committee; and

WHEREAS, the City of Doral is requesting that the MPO and FTE prioritize

construction of Alternative No. 6 prior to completion of the overall NW 25th Street Viaduct project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Support of Alternative No. 6. The City Council supports Alternative No. 6 as presented in the MPO's conceptual study to provide access from NW 25th Street to Northbound HEFT, and further alleviate truck traffic on roadways within the City.

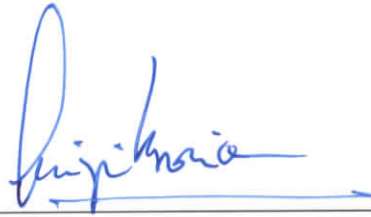
Section 2. Prioritization of Alternative No. 6. The City Council requests that the MPO prioritize the construction of Alternative No. 6 as presented in the MPO's conceptual study, to be constructed prior to the completion of the overall NW 25th Street Viaduct project.

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

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 12th day of March, 2014



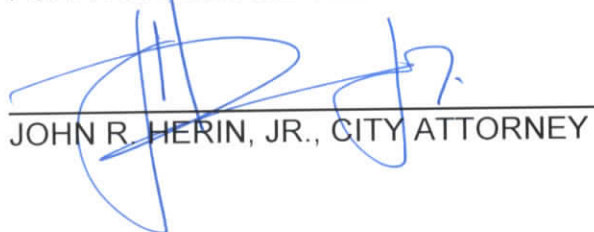
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



JOHN R. HERIN, JR., CITY ATTORNEY

EXHIBIT “A”

Southeast Florida Regional Freight Plan - Roadway Needs Plan Projects

Miami-Dade County

Project_ID	Facility	From	To	Project Type	Description
1031	NW 17th Avenue	North River Drive	Dolphin Expressway	Corridor Traffic Ops. Improvements	Use low speed limit. Improve pavement conditions
1032	NW 20th Street	NW 27th Avenue	I-95	Arterial Capacity Improvements	Roadway infrastructure improvements
1033	NW 21st Street & Perimeter Road	LeJeune Road	NW 15th Street	Corridor Traffic Ops. Improvements	Use low advisory speeds
1034	NW 21st Street/NW 32nd Avenue	NW 37th Avenue	NW 28th Street	Arterial Capacity Improvements (Unfunded)	Construct high level bridge
1035	NW 25th Street to NW 117th Avenue to HEFT			Arterial Capacity Improvements	Connect NW 25th Street to HEFT
1036	NW 25th Street	HEFT	NW 89th Court	Corridor Traffic Ops. Improvements	Traffic signal improvements; improve intersections to accommodate truck movements.
1037	NW 25th Street	NW 89th Court	SR 826	Arterial Capacity Improvements	Widen from 4 to 6 lanes
1038	NW 25th Street	HEFT	Miami International Airport	Arterial Capacity Improvements	Widen 25th street from 4 to 6 lanes. Provide adequate left-turn bay lengths, study the possibility of median opening closures within 1,000 feet of the intersection and provide adequate turning radii
1039	NW 25th Street Viaduct	NW 87th Court	SR 826	Arterial Capacity Improvements	Phase 2 - construction of Viaduct from SR 826 to NW 87th Court
1040	NW 36th Street / NW 41st Street	HEFT	Le Jeune Road	Arterial Capacity Improvements	Redesign NW 36th/41st Street as a superarterial express street
1041	NW 36th Street / NW 41st Street	HEFT	Le Jeune Road	Corridor Traffic Ops. Improvements	Improve intersection geometries for easier truck turning movements and better intersection clearing characteristics; also address signal timing adjustments; study the possibility of median opening closures within 1,000 feet of mayor intersections
1042	NW 36th Street / SR 948	SR 25/Okeechobee Road	Le Jeune Road	Arterial Capacity Improvements	Bridge replacement and add lanes - DT4180652
1043	NW 47th Avenue	Broward County Line	NW 183 Street	Arterial Capacity Improvements	Widen from 2 to 4 lanes - PW000653
1044	NW 58th Street	NW 82nd Avenue	NW 74th Avenue	Corridor Traffic Ops. Improvements	High number of access points on the south side of NW 58th Street. Merge and reduce access points close to busy intersections if possible. Improve signal coordination of this segment. Improve pavement conditions.
1045	NW 58th Street	NW 74th Avenue		Intersection Traffic Ops. Improvements	Extend right turn radius at this location. Truck backing up at NB downstream; Move the access/egress point future downstream.
1046	NW 58th Street	NW 107th Avenue	NW 82nd Avenue	Corridor Traffic Ops. Improvements	Corridor Traffic Ops. Improvements
1047	NW 72nd Avenue	NW 74th Avenue	SR 836	Corridor Traffic Ops. Improvements	The intersections at 12th, 25th, 36th, 58th need improvement for turning radii, left-turn storage, and signal timing (left-turn clearance).
1048	NW 74th Street	NW 84th Avenue	NW 74th Avenue	Corridor Traffic Ops. Improvements	Merge and close some access points on south side of NW 74th Street if possible. Provide advance signage WB lane drop after NW 79th Place. Improve pavement conditions WB west of NW 77th Court. Extend EB right turn radius at NW 87th Avenue
1049	NW 79th Avenue	NW 48th Way	NW 36th Street	Corridor Traffic Ops. Improvements	Merge and reduce access points if possible. Move access points of businesses to side streets.
1050	NW 82nd Avenue	NW 41st Street	NW 25th Street	Arterial Capacity Improvements	Widen from 2 to 4 lanes
1051	NW 82nd Avenue	NW 12th Street	NW 8th Street	Arterial Capacity Improvements	New 4 lane roadway
1052	NW 87th Avenue	NW 58th Street	NW 36th Street	Arterial Capacity Improvements	Widen from 4 to 6 lanes
1053	NW 87th Avenue	NW 12th Street	SR 836	Arterial Capacity Improvements	Improve SR 836/NW 12th Street/ NW 87th Avenue interconnections; improve intersections to accommodate truck movements
1054	NW 87th Avenue extension	Okeechobee Road	NW 58th Street	Arterial Capacity Improvements	Extend to connect the freight hubs of Doral and Medley and improve access to the regional network
1055	NW 97th Avenue	NW 90th Street	NW 74th Street	Arterial Capacity Improvements	New 2 lane roadway
1056	NW 97th Avenue	NW 74st Street	NW 58th Street	Arterial Capacity Improvements	New 4 lane roadway
1057	NW 97th Avenue	NW 58th Street	NW 52nd Street	Arterial Capacity Improvements	Widen from 2 to 4 lanes
1058	NW North River Drive	SR 112	NW 27th Avenue	Corridor Traffic Ops. Improvements	Repave, mark center lane as truck standing permitted, widen where possible to provide side-or-road truck parking
1059	NW South River Drive	NW 107th Avenue	NW 74th Avenue	Arterial Capacity Improvements	Widen North River Drive to include shoulders and improved access management
1060	NW South River Drive	NW 36th Street		Intersection Traffic Ops. Improvements	Reduce the slope on NB approach is possible. Improve timing and coordination between South River Dr and Le Jeune Rd. Widen NB right turn radius and provide auxiliary lane if possible. Use advisory sign and low speed limit for the WB approach on NW 36th St.
1061	NW South River Drive	NW 19th Street	NW 23rd Avenue	Arterial Capacity Improvements	Widen Tamiami Swing Bridge to 4 lanes
1062	NW South River Drive	SR 836	Le Jeune Road	Corridor Traffic Ops. Improvements	Accessibility improvements for the many container yards in the area. Improve access from SR 836.
1063	NW/NE 163rd/167th Street	Golden Glades	Collins Avenue	Corridor Traffic Ops. Improvements	Congestion management
1064	Perimeter Road	NW 57th Avenue	NW 20th Street	Arterial Capacity Improvements	Widen from 2 to 4 lanes



STUDY ALTERNATIVES

Alternative 6A



CONNECTING
NW 25th STREET TO HEFT
STUDY

MPO GENERAL PLANNING CONSULTING SERVICES
CONTRACT E08-MPO-01 | WORK ORDER GPC-IV 32

MEMORANDUM

Agenda Item No. 11(A)(24)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

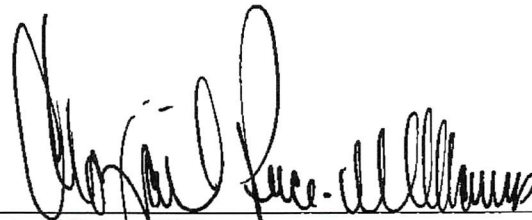
DATE: November 3, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution urging the Florida Legislature and the Florida Department of Transportation to fund, through its work program, the extension of the NW 25th Street Viaduct Project westward and to connect the Viaduct with the Florida Turnpike; urging the Miami-Dade Metropolitan Planning Organization to take appropriate action, such as amending its transportation plans, as necessary to include the expansion of this Project westward and to connect the viaduct with the Florida Turnpike

Resolution No. R-1015-15

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



Abigail Price-Williams
County Attorney

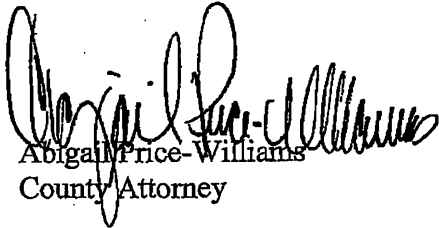
APW/lmp



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 3, 2015

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(24)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(24)
11-3-15

RESOLUTION NO. R-1015-15

RESOLUTION URGING THE FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO FUND, THROUGH ITS WORK PROGRAM, THE EXTENSION OF THE NW 25TH STREET VIADUCT PROJECT WESTWARD AND TO CONNECT THE VIADUCT WITH THE FLORIDA TURNPIKE; URGING THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION TO TAKE APPROPRIATE ACTION, SUCH AS AMENDING ITS TRANSPORTATION PLANS, AS NECESSARY TO INCLUDE THE EXPANSION OF THIS PROJECT WESTWARD AND TO CONNECT THE VIADUCT WITH THE FLORIDA TURNPIKE

WHEREAS, the Florida Department of Transportation (FDOT) commenced construction on the west segment of the NW 25 Street Viaduct Project on June 11, 2012; and

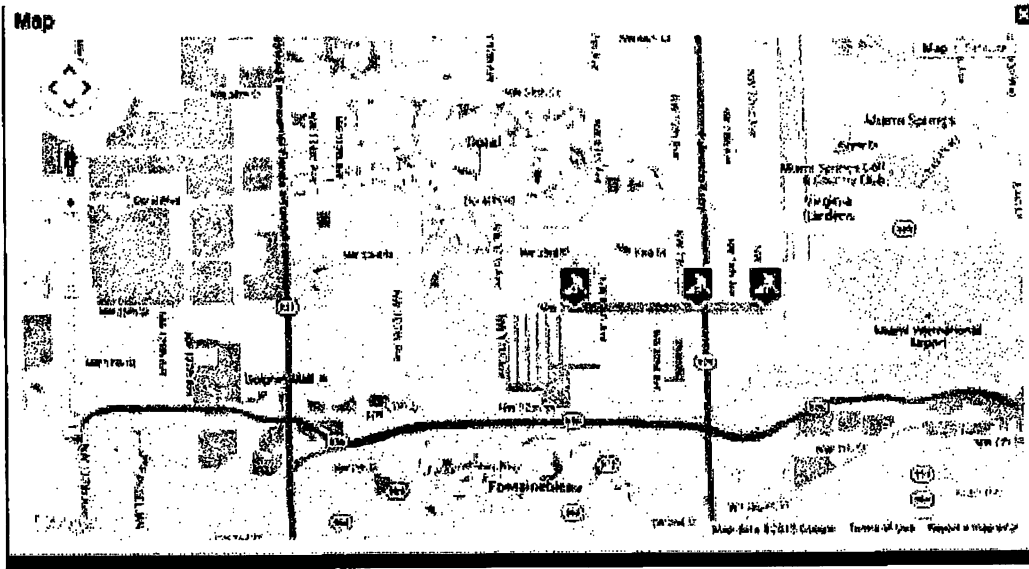
WHEREAS, the project, which is expected to reach completion in April 2016 at a cost of \$58 million, will extend the existing viaduct/bridge westward to NW 82nd Avenue, providing a necessary and continuous link for cargo traffic traveling to, and from, Miami International Airport's West Cargo Area ("MIA West Cargo Area"); and

WHEREAS, the project has two major components: 1) the roadway reconstruction and widening of NW 25th Street from the Palmetto Expressway (State Road 826) to NW 89th Court; and 2) the construction of the viaduct/bridge; and

WHEREAS, once constructed, the viaduct/bridge will be elevated approximately 30 feet high along the north side of NW 25th Street and will connect with the existing east viaduct, and then proceed over the expressway and touch down just east of NW 82nd Avenue; and

WHEREAS, the project will also include the addition, and widening, of various lanes of traffic; updated signage and pavement markings; and new landscaping and brick pavers in medians; and

WHEREAS, the project's current breadth is illustrated on the map below:



; and

WHEREAS, the project, as currently defined, is intended to help with traffic flow in, and around, NW 25th Street and ease the transportation of cargo to, and from, the MIA West Cargo Area; and

WHEREAS, extending the viaduct westward and connecting it with the Florida Turnpike could offer important additional benefits, such as providing cargo trucks with greater ease of access to the MIA West Cargo Area and lessening the burden on already-heavily traveled roadways located west of NW 82nd Avenue and east of the Florida Turnpike; and

WHEREAS, improvement of the NW 25th Street corridor is currently a Priority II project in the Miami-Dade Metropolitan Planning Organization (MPO) 2040 Long Range Transportation Plan; and

WHEREAS, improvement of the NW 25th Street corridor is also identified as a priority project in the current MPO Program Priorities for Fiscal Year 2021; and

WHEREAS, NW 25th Street is currently a Miami-Dade County roadway; and

WHEREAS, to be eligible for Strategic Intermodal System (SIS) funds, NW 25th Street would have to be transferred to the jurisdiction of the FDOT, and be added to the State Highway System and the SIS; and

WHEREAS, this Board wishes to urge the Florida Legislature and the FDOT to fund the extension of the current project westward and to connect the viaduct with the Florida Turnpike, and to urge the MPO to take further appropriate action, including the amendment of its transportation plans, as necessary to accomplish these ends; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Urges the Florida Legislature and the Florida Department of Transportation (FDOT) to fund, through its work program, the extension of the NW 25th Street Viaduct Project westward and to connect the viaduct with the Florida Turnpike.

Section 2. Urges the Miami-Dade Metropolitan Planning Organization (MPO) to take appropriate action, such as amending its transportation plans, as necessary to include the extension of this project westward and to connect the viaduct with the Florida Turnpike.

Section 3. Directs the Clerk of the Board to transmit certified copies of this resolution to the Governor, the Senate President, the House Speaker, the Chair and Members of the Miami-Dade State Legislative Delegation, the Secretary of FDOT, and to the Chair and Members of the MPO.

Section 4. Directs the County's state lobbyists to advocate for the funding described in Section 1 above, and authorizes and directs the Office of Intergovernmental Affairs to amend the 2016 state legislative package to include this item and to also include this item in the 2017 legislative package.

The Prime Sponsor of the foregoing resolution is Commissioner Jose "Pepe" Diaz. It was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye		
	Esteban L. Bovo, Jr., Vice Chairman	aye		
Bruno A. Barreiro	absent		Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye		Audrey M. Edmonson	aye
Sally A. Heyman	aye		Barbara J. Jordan	aye
Dennis C. Moss	aye		Rebeca Sosa	aye
Sen. Javier D. Souto	aye		Xavier L. Suarez	aye
Juan C. Zapata	aye			

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

James E. "Eddie" Kirtley, Jr.

FPID: 435453-1

NW 25th Street/Viaduct Connection to the HEFT

JPA Outline

Version 5.0 With Comments Addressed

June 9, 2016

GENERAL

1. Florida's Turnpike Enterprise shall be hereinafter referred to as the TURNPIKE.
2. The City of Doral shall be hereinafter referred to as the CITY.

TURNPIKE PROJECT

3. Turnpike has prepared a Project Development and Environment (PD&E) Study for the widening of the Homestead Extension of Florida's Turnpike (HEFT) beginning at SR 836 to NW 57th Avenue in Miami-Dade County, Florida.
4. The Turnpike has prepared a State Environmental Impact Report (SEIR) and has held a Public Hearing for the project. The SEIR was approved on 10/27/2010.
5. Ramp widening and intersection (turn-lane) improvements were identified in the PD&E study for the NW 41st Street Interchange as well as an additional eastbound left turn lane at the NW 41st Street/NW 115th Avenue intersection.
6. The TURNPIKE has funded the construction of the HEFT Widening from SR 836 to south of NW 106th Street, the PROJECT, for construction in the 2017 Fiscal Year. The financial project identification (FPID) number is 435543-1-52-01.
7. TURNPIKE is preparing a design build Request for Proposal (RFP) for the construction of the PROJECT.
8. The Planned Advertisement date for the PROJECT is October 15, 2016.
9. A Project Design Public Hearing will be required for this project due to the addition of improvements at the SR 836 interchange and the 41st Ramp.

DORAL RAMP

10. The CITY prepared a memorandum dated March 3, 2014 that describes a project named the "NW 25th Street/Viaduct Connection to the HEFT" which hereinafter will referred to as DORAL RAMP. The DORAL RAMP is designed to convey truck traffic from the NW 25th Street corridor to northbound HEFT and provide truck traffic relief to NW 41st Street.
11. The Freight Transportation Advisory Committee of the Metropolitan Planning Organization passed a resolution (02-08) requesting the Florida Turnpike Enterprise provide direct access from NW 25 Street to the Homestead Extension of the Florida Turnpike.
12. The CITY passed Resolution No. 14-53 on March 12, 2014 in support of the construction of the DORAL RAMP.
13. The Miami Dade Metropolitan Planning Office (MPO) has named the DORAL RAMP project in the MPO Program Priorities FY 2017 – 2021 in the 2040 LRTP Funding Set-Aside Formula for Freight Projects, Identify Financial Set-Aside for Freight Projects as MPO Resolution #17-14, approved May 21, 2015.
14. TURNPIKE has evaluated the DORAL RAMP project, developed a concept study, and estimated an initial construction cost.
15. The DORAL RAMP alignment requires changing the access of the dead end portion of NW 117th Avenue to be northbound only from NW 34th Street to the Cul-de-sac adjacent to the south side of NW 41st Street.
16. The DORAL RAMP alignment requires the existing western driveway and sidewalk connection from the NW 117th Avenue cul-de-sac to the Hampton Inn & Suites Miami-

FPID: 435453-1

NW 25th Street/Viaduct Connection to the HEFT

JPA Outline

Version 5.0 With Comments Addressed

June 9, 2016

Doral/Dolphin Mall Hotel, hereinafter HOTEL, parking lot to be closed or have an alternate connection to public right of way.

17. The estimated construction cost for the DORAL RAMP is \$14.0 million with approximately \$1.6 million in additional utility relocation costs. The total project cost for the DORAL RAMP excluding design and Construction Engineering and Inspection (CEI) costs is \$15.6 million.

18. The CITY has requested a northbound slip ramp to provide one-way access along NW 117th Ave. TURNPIKE has developed a preliminary concept for the connection. The estimated cost is \$2.5 million.

TURNPIKE TRAIL - PEDESTRIAN OVERPASS

19. The Turnpike Trail is located within the CITY limits adjacent to the east side of NW 117th Avenue canal. The trail extends through the project limits.

20. The CITY has requested that the Turnpike Trail on the north and south sides of NW 41st Street be connected with a bridge over NW 41st Street. This bridge shall hereinafter be referred to as TRAIL BRIDGE.

21. The CITY has requested TRAIL BRIDGE be included as a design consideration in PROJECT and DORAL construction project.

22. The CITY has hired A&P Consulting Transportation Engineers, Corp. to prepare RFP criteria for inclusion into the TURNPIKE project.

COMMITMENTS

GENERAL

FUNDING

23. The TURNPIKE will fund the construction of the following:

- a. PROJECT
- b. DORAL RAMP from the south approach slab over NW 41st Street to the HEFT connection including the ramp and auxiliary lane.

24. The CITY will fund the construction of the following:

- a. DORAL RAMP from the takeoff point on NW 117th Ave. to the south approach slab and the slip ramp onto NW 117th Ave north of NW 41st Street.
- b. TRAIL BRIDGE

TURNPIKE

25. TURNPIKE will prepare a design build Request for Proposal (RFP) for the construction of the PROJECT, DORAL RAMP, and TRAIL BRIDGE.

26. Turnpike will construct the PROJECT, DORAL RAMP, and TRAIL BRIDGE improvements using the Design Build project delivery.

27. TURNPIKE will prepare a re-evaluation of the approved SEIR to include the DORAL RAMP improvements.

28. TURNPIKE will prepare exhibits and documents and facilitate a Design Public Hearing for the PROJECT and include the DORAL RAMP and Trail Bridge in the Public Hearing.

FPID: 435453-1

NW 25th Street/Viaduct Connection to the HEFT

JPA Outline

Version 5.0 With Comments Addressed

June 9, 2016

29. TURNPIKE will include the CITY developed TRAIL BRIDGE criteria package in the PROJECT.

CITY

30. THE CITY acknowledges the TURNPIKE delivery schedule and will provide the needed documentation as stated below in this agreement, to include the DORAL RAMP and TRAIL BRIDGE.
31. The CITY shall provide approved project documentation and local construction agreements and executed agreements by September 15, 2016 in order to be included in the PROJECT design build considerations and procurement.
32. The CITY acknowledges if the documentation to include the DORAL RAMP and TRAIL BRIDGE are not provided, TURNPIKE will include provisions in the PROJECT such that the DORAL RAMP and TRAIL BRIDGE can be constructed at a later date.

DORAL RAMP

33. The CITY shall provide and fund aesthetic design guidelines for the DORAL RAMP.
34. The CITY will partially fund the construction of the DORAL RAMP as defined.
35. The CITY will take the lead, gain concurrence and obtain permits from Miami-Dade County for the access management change on NW 117th Avenue from 34th Street to the cul-de-sac adjacent to both the south and north side of NW 41st Street.
36. The CITY will take the lead and gain concurrence from the HOTEL property owner for the closing or relocation of the HOTEL driveway connected to the NW 117th Ave cul-de-sac on the south side of NW 41st Street.

TRAIL BRIDGE

37. The CITY is required to develop the concept and RFP criteria package for the TRAIL Bridge.
38. The CITY will obtain all permits from Miami-Dade for the Trail Bridge.
39. The CITY will provide design criteria and fund construction for the TRAIL BRIDGE.
40. The CITY will fully fund the construction of the TRAIL BRIDGE.

MAINTENANCE

41. The TURNPIKE will maintain the new bridge over NW 41st street and the ramp that connects the bridge to northbound HEFT.
42. The CITY will maintain the DORAL RAMP from the takeoff point on NW 117th Ave. to the south approach slab and the slip ramp onto NW 117th Ave north of NW 41st Street.
43. The CITY will maintain all aspects of the TRAIL BRIDGE.

Return to:

Director of Public Works
City of Doral
8401 NW 53rd Terrace
Doral, FL 33178

Instrument prepared by:

Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorney, City of Doral
Folio No.
User Department: Public Works

**RIGHT-OF-WAY DEED TO
FLORIDA DEPARTMENT OF TRANSPORTATION
CONVEYING TITLE FOR HIGHWAY PURPOSES**

**STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)**

THIS INDENTURE, Made this _____ day of _____, 2016, by and between the City of Doral, a municipality organized under the laws of the State of Florida, the mailing address of which is 8401 NW 53rd Terrace, Doral, FL 33166, party of the first part, and the State of Florida Department of Transportation, an executive agency of the State of Florida, the mailing address of which is _____, Florida _____, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, for the purpose of a public highway and purposes incidental thereto, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

See attached Exhibit "A"

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and

its successors in interest, the land above described for use as a public highway and for all purposes incidental thereto.

It is expressly provided that if and when the said highway shall be lawfully and permanently discontinued, the title to the said above described land shall immediately revert to the party of the first part, its heirs and assigns, and it shall have the right to immediately repossess the same.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part, by duly authorized representative, has caused these presents to be signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered

The City of Doral, Florida,

By: Edward A. Rojas
Title: City Manager

Attest:

Connie M. Diaz, CMC
City Clerk

Approved as to form and legal sufficiency
For the sole use and reliance of the City of Doral

Weiss Serota Helfman Cole & Bierman, PL
City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 2016, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Edward A. Rojas whom is personally known to me, or proven, by producing the following forms of identification: _____, as the City Manager, duly authorized on behalf of the City of Doral, a municipality organized under the laws of the State of Florida, who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, 2016, by the State of Florida Department of Transportation by the duly authorized representative below.

Department of Transportation,
State of Florida

Name:

Title:

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of N.W. 117th Avenue, as recorded in Deed Book 3702, Page 331 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 24, Township 53 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 24; thence North 01°45'13" West along the East line of said Section 24, a distance of 98.77 feet; thence departing said East line, run South 89°37'30" West, a distance of 15.00 feet to the intersection of the existing Easterly right of way line of said N.W. 117th Avenue, with the existing Northerly right of way line of N.W. 41st Street, as shown on N.W. 41st Street Right of Way Maps Section 97871-2390, Sheets 1 and 7 of 28, and being the **POINT OF BEGINNING**; thence continue South 89°37'30" West, along the existing Northerly right of way line of N.W. 41st Street, a distance of 35.01 feet to an intersection with the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida’s Turnpike, as shown on State Road 821 – Homestead Extension – Florida’s Turnpike Section 87005-2311, Sheets 1 and 3 of 8; thence North 01°45'13" West, along said existing Easterly Limited Access right of way line of said State Road 821 – Homestead Extension – Florida’s Turnpike, a distance of 890.93 feet; thence departing said existing Easterly Limited Access right of way line, run North 89°37'30" East, a distance of 35.01 feet to the aforementioned existing Easterly right of way line of N.W. 117th Avenue; thence South 01°45'13" East, along said existing Easterly right of way line, a distance of 890.93 feet to the **POINT OF BEGINNING**.

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

Containing 0.716 acres, more or less.

TOGETHER WITH:

A portion of N.W. 117th Avenue, as recorded in Deed Book 3702, Page 331 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 24, together with a portion of N.W. 117th Avenue, as shown on State Road 821 – Homestead Extension – Florida’s Turnpike Section 87005-2310, Sheet 9 of 11, lying in the Northeast 1/4 of Section 25, all being in Township 53 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 24; thence North 01°45'13" West along the East line of said Section 24, a distance of 8.24 feet; thence departing said East line, run South 89°37'30" West, a distance of 15.00 feet to a point on the existing Southerly right of way line of N.W. 41st Street, as shown on N.W. 41st Street Right of Way Maps Section 97871-2390, Sheets 1 and 7 of 28, lying 15.00 feet West of and perpendicular to said East line of Section 24, and being the **POINT OF BEGINNING**; thence South 01°45'13" East, along a line lying 15.00 feet West of and parallel to said East line of Section 24, a distance of 8.60 feet to a point lying 15.00 feet West of and perpendicular to the East line of said Section 25; thence South 01°44'46" East, along a line lying 15.00 West of and parallel to said East line of Section 25, a distance of 849.64 feet; thence departing said East line, run South 89°37'30" West, a distance of 43.12 feet to an intersection with the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida’s Turnpike, as shown on said Right of Way Maps; thence North 01°44'58" West, along said existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida’s Turnpike, a distance of 858.24 feet to the aforementioned existing Southerly right of way line of N.W. 41st Street; thence North 89°37'30" East, along said existing Northerly right of way line, a distance of 43.17 feet to the **POINT OF BEGINNING**.

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

Containing 0.850 acres, more or less.

Containing in the aggregate 1.566 acres, more or less.

REVISIONS:
 12-06
 REED FOR BOB

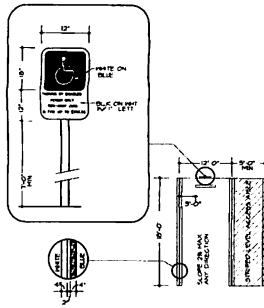
DATE: 12-2-06
 DRAWN BY: JLL
 CHECKED BY: JMS
 JOB NO.: 474-00

Proposed Hotel Facility
Hampton
Hampton Suites
 @ MIAMI INTERNATIONAL BUSINESS PARK

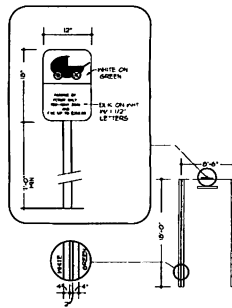
CARRERA RAMOS
 ARCHITECTS, P.C.
 2525 N.W. 82 AVENUE
 SUITE 310
 MIAMI, FLORIDA 33146
 (305) 583-0700
 FAX (305) 583-0862
 AN C001821

WOOD, A. GIBSON, JR., P.A.
 8001 N.W. 11TH AVENUE, SUITE 100
 MIAMI, FLORIDA 33150
 (305) 551-1111
 FAX (305) 551-1112

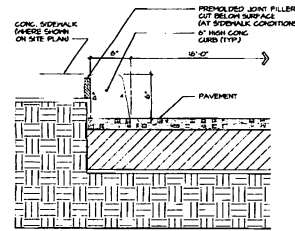
SHEET NO.
 A-1A
 OF 15



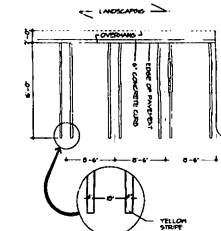
PARKING STALL DETAIL
 (FOR THE PHYSICALLY DISABLED) N.T.S.



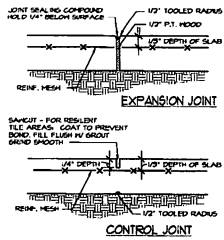
PARKING STALL DETAIL
 (FOR BABY STROLLERS) N.T.S.



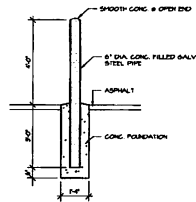
CONTINUOUS CONC. CURB DETAIL
 N.T.S.



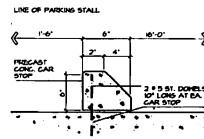
TYP. PARKING STALL DTL.
 (BY 2' CAR OVERHANG + 1' CAR STOP) N.T.S.



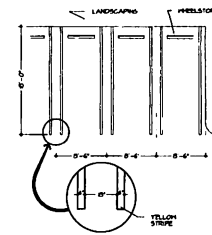
CONC WALK DETAILS
 N.T.S.



BOLLARD DETAIL
 N.T.S.



WHEELSTOP DETAIL
 N.T.S.



PARKING STALL W/ PRECAST WHEELSTOP
 N.T.S.

RECEIVED
 FEB 19 2007
 REV-1

BID SET

DRIVEWAY CLOSURE AGREEMENT

THIS DRIVEWAY CLOSURE AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2015 (the “Effective Date”), by and between the CITY OF DORAL, a municipality of the State of Florida, the principal and mailing address of which is 8401 NW 53rd Terrace, Doral, FL 33166 (the “City”), and APPLE NINE HOSPITALITY OWNERSHIP, INC., an active, for profit Virginia corporation, the principal and mailing address of which is 814 East Main Street, Richmond, VA 23219 (“Apple”). The City and Apple may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Apple is the owner of a certain parcel of commercially zoned property in the City of Doral (the “City”), with the physical address of 16000 NW 41st Street, Doral, FL 33178 (Folio # 35-3030-031-0010), as legally described in Exhibit “A” (the “Property”); and

WHEREAS, the Property was developed in 1999 as a 121-room Hampton Inn & Suites hotel (the “Hotel”) following the approval of an application for administrative site plan review by Miami-Dade County (“Site Plan Approval”), in accordance with the plans submitted to Miami-Dade County, entitled “MD International, Inc. Site Plan/Details” as prepared by W.M. Arthur & Associates, Inc., last dated on July 1, 1997 and stamped received on April 14, 1998 (the “Plans”). The Site Plan Approval and the Plans are attached hereto as Exhibit “B”; and

WHEREAS, the Plans included an access driveway located on the northwest corner of the Property as a mean of ingress into/egress from the Property from/to NW 117th Avenue (“Driveway”); and

WHEREAS, while the Driveway was shown on the Plans, it was not a condition to the Site Plan Approval; and

WHEREAS, the City has been working with the Florida’s Turnpike Enterprise (“FTE”) to design and construct a highway and mobility improvement project that will connect NW 117th Avenue to the Homestead Extension of the Florida Turnpike (the “HEFT”) by way of a vehicular ramp and overpass across Doral Boulevard (NW 41st Street) (“Overpass”), as well as a pedestrian bridge across Doral Boulevard (“Pedestrian Bridge”), with the purpose of improving vehicular and pedestrian mobility, easing congestion, and increasing connectivity to the HEFT (Overpass and Pedestrian Bridge collectively referred to as the “Project”). The plans for the Project are attached hereto as Exhibit “C”; and

WHEREAS, to accomplish the construction and permanent installation of the Overpass, the City will be conveying to FTE certain portions of the NW 117th rights-of-way on the north side of Doral Boulevard, legally described as provided in Exhibit “D” (117 R.O.W); and

WHEREAS, said right-of-way to be conveyed includes the northern end of NW 117th Avenue south of Doral Boulevard, which terminates in a cul-de-sac that services the Property via the Access Drive; and

WHEREAS, the Driveway is kept purposefully impassable by way of a chain and signage by the Hotel for security purposes; and

WHEREAS, the Project will include the removal of all roadway infrastructure in the conveyed rights-of-way, thereby eliminating the roadway to which the Driveway connects the Property; and

WHEREAS, representatives of the Hotel and Apple have agreed to the permanent closure and elimination of the Driveway to accommodate the Project, recognizing that the benefits of the Project to the area; and

WHEREAS, FTE requires that the City and Apple enter, and the City and Apple desire to enter, into an agreement to formalize the understanding of the Parties and show proof thereof, as a threshold issue to proceeding with the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are true, correct, and incorporated herein and made a part hereof by this reference, for the mutual promises specified herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the City and Apple hereby agree as follows:

1. **Driveway Closure.** Apple hereby agrees to the permanent closure of the Driveway in order to accommodate the Project. Upon execution of this Agreement, a copy shall be maintained with the City's Planning and Zoning Department, along with the Property's Site Plan, which shall be read together for purposes of showing the details of the improvements on the Property. The Parties acknowledge that this Agreement may need to be recorded in the Official Records of Miami-Dade County; if so, it shall be the responsibility of the City to record the Agreement, pay for the corresponding costs, and provide a copy to Apple. While it is acknowledged that the Driveway is currently kept impassible by way of locked chain, Apple shall install temporary road barricades/barriers, of a type deemed acceptable by the City, within sixty (60) days of execution of this Agreement. In the event that Apple or Hampton Inn desires to install or construct permanent fixtures and/or hardscape/landscape in the area once occupied by the Driveway, Apple shall be responsible for submitting corresponding plans, obtaining necessary permits, and paying applicable costs associated with such improvements.

2. **Removal of 117 Ave. Roadway Infrastructure, Driveway in Swale; License for Same.** It shall be the responsibility of the City to remove or cause to be removed the roadway infrastructure in the 117 R.O.W. prior to or in conjunction with the development of the Project. The Parties hereby agree that, at the time of removal of the roadway infrastructure in the 117 R.O.W., the City shall remove or cause to be removed, and shall pay for the removal of, all or any portion of the Driveway located in the swale of the Property and to fill, harmonize, and sod the area once occupied by the Driveway, provided that Apple and/or Hampton Inn did not remove the remaining portion of the Driveway during any improvements done to the area. Apple hereby grants to the City a non-exclusive, temporary, and revocable license for the Property so as to complete the removal of the portions of the Driveway in the swale as specified herein. The Property and such means of ingress and egress incidental to the use of the Property shall

constitute the limited area to which City shall have permission to carry-on its permitted use. The area covered by this license shall exclude, without limitation, areas of the parking lot and other hotel premises. The area covered under this license shall not be subject to change without the express written consent of the Apple. The City shall be entitled to go on the Property, upon notice to Apple and approval by Apple of mutually acceptable times for the work in the area. All work, including, but not limited to, set-up and break-down actions that the City may require shall occur within the approved time. This license shall continue in effect until the Work is completed or until revoked by the Apple. Apple shall grant the City, its contractors, its agents, employees, and invitees such access to the Property as may be needed during the approved time to accomplish the work. This license is being granted in consideration for the improvements that City will be completing on the Property. In the event that Apple revokes this license prior to the commencement of the work to be performed by the City as contemplated in this section, the City's obligations to remove the remaining portions of the Driveway in the swale shall be terminated.

3. **Authority.** The Parties has full power and authority to execute, deliver and perform all of the corresponding duties and obligations under this Agreement, and such execution, delivery and performance of this Agreement have been duly authorized by all requisite action on the part of City and Apple.

4. **Mutual Indemnification.** Apple shall indemnify and hold harmless the City, its successors and assigns, harmless from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees (at trial and appeal), for injury (including death) to persons or damage to property or property rights that may arise from or be related to the negligent acts, errors, or omissions of Apple, its agents, invitees, or contractors or by any person under the control or direction of Apple, for any actions associated with performance under this Agreement. Likewise, City shall indemnify and hold Apple, its successors and assigns, harmless from and against, any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees (at trial and appeal), for injury (including death) to persons or damage to property or property rights that may arise from or be related to the negligent acts, errors, or omissions of the City, its agents, invitees, or contractors or by any person under the control or direction of City, for any actions associated with performance under this Agreement.

5. **Modification/Enforcement.** This Agreement may not be modified or terminated except by an instrument mutually executed by the Parties. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity by the Parties, with the prevailing party in any such action entitled to reimbursement of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

6. **Construction.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

7. **Notices.** Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing):

If to the City: Edward A. Rojas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

with copy to: Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorney
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

If to Apple: Apple Nine Hospitality Ownership, Inc.
814 East Main Street,
Richmond, VA 23219

8. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal, meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

10. **Governing Laws.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have executed this Road Access and Easement Agreement as of the Effective Date.

Witnessed by:

APPLE NINE HOSPITALITY OWNERSHIP, INC., an active, for profit Virginia corporation

Name: _____

By: _____

Name: _____

Title: _____

Address: _____

Name: _____

STATE OF FLORIDA)

)

SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____ as _____ (office-held) of _____ who is personally known to me or produced _____ as identification.

Name: _____

Notary Public State of Florida

Commission No.: _____

My commission expires:

Attest:

CITY OF DORAL

Connie Diaz, CMC, City Clerk

By: _____

Edward Rojas, City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use And Reliance of the City of Doral Only:

Weiss Serota Helfman Cole & Bierman, PL
City Attorney

EXHIBIT "A"

Legal Description

DRAFT