

# Memorandum



**Date:** October 18, 2005

**To:** Honorable Chairman, Joe A. Martinez  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Agenda Item No. 8(F)(1)(G)

**Subject:** Acceptance of Conveyance of 4.402 acres of land at International Mall

## RECOMMENDATION

It is recommended that the Board accept the attached Special Warranty Deed (Exhibit "C") for the donation of 4.402 acres from West Dade County Associates and West Dade County Associates II to be utilized for the construction of a 7,500 square foot library and/or a Head Start facility and/or a senior housing development. The acceptance is contingent upon clear title. Staff has initiated a title search. It is also recommended that the Board authorize the County Manager to execute the Agreement with Miami-Dade County which establishes the conditions relevant to the development of the property, and authorize payment in the amount of up to \$17,198.86 as reimbursement for fees paid to Miami-Dade County for review of the rezoning of the property.

## BACKGROUND

On November 8, 1979, the Board of County Commissioners approved Resolutions No. Z-263-79 and Z-263A-79 (Exhibits "2" and "2A") authorizing a district boundary change from IU-C (Industry Controlled) to BU-2 (Special Business) for a parcel of land located from NW 102<sup>nd</sup> Avenue to 107<sup>th</sup> Avenue between SR 836 and NW 17<sup>th</sup> Street, Dade County, enabling the development of International Mall. As part of the zoning application, the developer proffered a covenant that pledged a dedication of four net acres of property to the County for a park and ride facility and a public library, or some other agreed-to public use.

Initially, there was no immediate need either for a park and ride or other County use for the property thus the conveyance was not actively pursued. In 1993, the mall's legal counsel requested that the Property Appraiser's Office change the name of the owner of the four acres pledged in the covenant to Miami-Dade County and requested a refund of real estate taxes dating back to 1982. They claimed that the deeds for the parcels had been recorded in 1983 transferring title to the property; however, the County contested, since the deeds had never been accepted by the Board of County Commissioners and therefore title was not legally transferred. Extensive negotiations transpired during the past thirteen years between the County and International Mall and/or its legal representatives regarding the conveyance of the land as required by the development, the subsequent ownership of the land and who is responsible for the payment of the real estate taxes. Although attempts were made, no agreement was reached because the County refused to pay the real estate taxes, since we were not the legal owner.

In April 2001, GSA re-opened negotiations with International Mall. Although a park and ride facility was no longer necessary because one was built at the nearby Dolphin Mall, the location is ideally suited for a 7,500 square foot branch library and a Head Start facility and/or a senior living project. As such, staff aggressively pursued this conveyance and, following years of negotiations, a mutually acceptable agreement has finally been reached. The primary terms of the agreement called for a shifting in the

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
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location of the parcel from NW 12 Street frontage to a more interior location. In exchange, the Mall will drop the issue of the taxes. A copy of the Agreement including the land survey is attached (Exhibit "B").

Much of the recent delay was related to zoning issues. The 4.402 acre parcel now being proffered by International Mall is located partially within the existing shopping center boundary and partially within the adjacent ten acres subsequently purchased from International Corporate Park ("ICP") by International Mall for a potential shopping center expansion (Exhibit "B"). In January 2002, GSA met with the Department of Planning and Zoning (DPZ) and determined that in order for the developer to convey the proposed property, a change to the existing Development of Regional Impact (DRI) would be required. At that time, in order to avoid further delay, staff attempted to secure a four-acre site within the boundary of the existing International Mall DRI; however, International Mall responded that they already had a retail tenant for a portion of the property we would require to affect this solution.

In April of 2002, International Mall made application to the South Florida Regional Planning Council (SFRPC) for a change to its DRI as well as the DRI that covered the 10 acres they purchased from ICP. On July 2, 2002 the SFRPC issued a letter indicating it had no objection to the changes requested (Exhibit "G").

When the developer submitted the matter to DPZ, and paid a \$17,198.86 fee, it was placed on hold pending a resolution to the Omnipoint decision, which held invalid the standards contained within Miami-Dade County's Zoning Code for the evaluation of certain zoning hearing applications. As such, the County could not evaluate certain applications, including the one for International Mall, for nearly 1.5 years until the ruling was reversed in September 2003. While the matter was being resolved, the City of Doral incorporated on June 24, 2003, and therefore became the jurisdictional authority for development and zoning issues. Since the library is the sole development being contemplated at the moment, the Library Department has agreed to reimburse the \$17,198.86 fee to the developer. Delays were experienced while the City organized its departments. Once established, the city began its review of the developer's request to merge the DRIs and to rezone the property encompassing the 4.402 acres being proffered to the County. The City of Doral heard these issues at a public hearing held on June 30, 2005 and approved the developer's request. The Resolution of the City of Doral (Resolution Z05-31) is attached as (Exhibit "3").

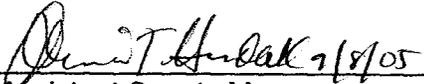
**OWNER:** West Dade County Associates and West Dade County Associates II  
(International Mall)

**PROPERTY DESCRIPTION:** A portion of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of said Section 32; thence S 89° 20' 56" W along the South line of said Section 32 for a distance of 80.01 feet to a point on the northerly right of way of NW 12<sup>th</sup> Street; thence continuing N 01° 43' 13" W for a distance of 481.55 feet to the point of beginning:

Thence due West a distance of 273.70 feet to a point; thence S 64° 49' 27" W a distance of 497.70 feet to a point; thence N 34° 00' 00" W a distance of 151.31 feet to a point; thence N 45° 56' 45" E a distance of .38 feet to a point; thence 60.36 feet along a curve to the right having a radius of 150.00 feet and a central angle of 23°03' 15" to a point; thence 69°00' 00" E a distance of 360.91 feet to a point; thence 245.49 feet along an arc to the left having a radius of 400.00 feet and a central angle of 35°09' 49" to a point; thence due East a distance of 84.73 feet to a point; thence S01°43' 13" E a distance of 358.49 feet to a point of beginning and containing 4.401 acres of land more or less.

- SIZE:** 4.402 Acres
- ZONING:** BU-2 (Special Business)
- LOCATION:** Within the boundaries of International Mall located at the NW quadrant of NW 1107<sup>th</sup> Avenue and NW 12<sup>th</sup> Street, Doral, Florida
- JUSTIFICATION:** On November 8, 1979, the Board of County Commissioners adopted Resolution No. Z-263-79 approving a district boundary change from IU-C (Industry Controlled) to BU-2 (Special Business) for a parcel of land located from NW 102<sup>nd</sup> Avenue to 107<sup>th</sup> Avenue between SR 836 and NW 17<sup>th</sup> Street, Dade County, for the development of International Mall. As part of the zoning application, the developer proffered a covenant that pledged a dedication of four net acres of property to the County for a park and ride facility and a public library or some other agreed-to public. Acceptance of this property will fulfill the developer's obligation.
- REIMBURSEABLE COST:** Prior to completion of the zoning review, the City of Doral was incorporated and the review process was turned over to the City. The developer had been required to pay additional fees to the City of Doral. Therefore, the developer is requesting reimbursement of up to \$17,198.86 paid to DPZ for review of the proposed merger of the DRIs and the rezoning of the property. The funding source for the reimbursement is the Library Special Taxing District capital budget.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** October 18, 2005

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)(G)

**Please note any items checked.**

- “4-Day Rule” (“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**
- Bid waiver requiring County Manager’s written recommendation**
- Ordinance creating a new board requires detailed County Manager’s report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(F)(1)(G)

Veto \_\_\_\_\_

10-18-05

Override \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM WEST DADE ASSOCIATES AND WEST DADE ASSOCIATES II, FOR THE DONATION OF 4.402 ACRES OF LAND LOCATED WITHIN THE BOUNDARIES OF THE INTERNATIONAL MALL SHOPPING CENTER TO BE UTILIZED AS A SITE FOR A LIBRARY AND/OR A HEAD START FACILITY AND/OR A SENIOR HOUSING DEVELOPMENT; CONTINGENT UPON CLEAR TITLE; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,**

That this Board hereby approves the acceptance a Special Warranty Deed from West Dade County Associates and West Dade County Associates II, attached hereto and made a part hereof, for the donation of 4.402 acres of land located within the boundaries of International Mall at NW 107<sup>th</sup> Avenue and NW 12<sup>th</sup> Street to be utilized as a site for a library and/or a Head Start facility and/or a senior housing development, contingency upon clear title; authorizes the County Manager to execute the Agreement for and on behalf of Miami-Dade County; and, authorizes the County Manager to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman  
Dennis C. Moss, Vice-Chairman

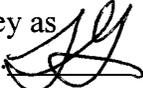
Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Dorin D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler  
Carlos A. Gimenez  
Barbara J. Jordan  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of October, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency 

Thomas Goldstein

By: \_\_\_\_\_  
Deputy Clerk

**AGREEMENT WITH MIAMI -DADE COUNTY**

THIS AGREEMENT, made and entered into the \_\_\_ day of \_\_\_\_\_, 2005, by WEST DADE COUNTY ASSOCIATES and WEST DADE COUNTY ASSOCIATES II (hereinafter referred to as "International Mall"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as the "County").

WHEREAS, International Mall is the owner of the property described on (Exhibit "A") attached hereto and made a part hereof (the "Mall"); and

WHEREAS, International Mall, then doing business as DeBartolo- Miami Associates, contract purchaser, and Rolland International Corporation, an Ohio general partnership, previous owner of property, and the County entered into a Covenant dated November 7<sup>th</sup>, 1979 in favor of the Board of County Commissioners, attached hereto as (Exhibit "1") (hereinafter referred to as the "Covenant"); and

WHEREAS, the Covenant was accepted by the Board of County Commissioners of Dade County by Resolutions Nos. Z-263-79 and Z-263A-79, passed and adopted on November 8, 1979, attached hereto as (Exhibits "2 and 2A"); and

WHEREAS, by Resolutions Nos. Z-263-79 and Z-263A-79 the County accepted the proffered Covenant to deed up to 4 net acres of land to the County, to be used for a park and ride facility and a public library or some other agreed-to public use; and

WHEREAS, International Mall and the County have agreed to substitute a net 4.402-acre parcel (the "Property") (# 175 - MIAMI INTERNATIONAL MALL FEE PARCEL 4.402 ACRES) described as a portion of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

A portion of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of said Section 32; thence S 89° 20' 56" W along the South line of said Section 32 for a distance of 118.68 feet to a point; thence N 01°43'13" W for a distance of 80.01 feet to a point on the northerly right-of-way of NW 12<sup>th</sup> Street; thence continuing N 01° 43' 13" W for a distance of 481.55 feet to the point of beginning;

Thence due West a distance of 273.70 feet to a point; thence S 64°49'27" W a distance of 497.70 feet to a point; thence N 34°00'00" W a distance of 151.31 feet to a point; thence N 45°56'45" E a distance of 190.52 feet to a point; thence 60.36 feet along a curve to the right having a radius of 150.00 feet and a central angle of 23°03'15" to a point; thence 69°00'00" E a distance of 360.94 feet to a point; thence 245.30 feet along an arc to the left having a radius of 400.00 feet and a central angle of 35°08'13" to a point; thence due East a distance of 84.73 feet to a point; thence S 01°43'13" E a distance of 358.49 feet to a point of beginning and containing 4.402 acres of land more or less,

as shown on the August 23, 2005 Site Plan ("SITE PLAN"), (Exhibit "B") attached hereto and made a part hereof, for the purpose of providing the County with a site for a library and/or a Head Start facility and/or senior living; and

WHEREAS, the City of Doral approved Resolution Z05-31 on June 30, 2005 (Exhibit "3") wherein the City granted the request of West Dade County Associates and West Dade County Associates II to amend their DRI; approved the rezoning of the above referenced parcel from IU-1 and IU-C to BU-2 allowing for the construction of a County Library, and/or a Head Start facility and/or senior living; and specifically incorporated the Special Warranty Deed (Exhibit "C") conveying the above referenced property to Miami-Dade County with the following restriction:

"It is expressly provided that the use of the Property shall be for a Library, senior living and Headstart facilities purposes only and such use shall not be discontinued or changed without prior written consent of the City of Doral and the Grantor. In the event the permitted use is changed or discontinued without the consent of the City of Doral or the Grantor, the title to the Property shall immediately revert to the City of Doral. If the City of Doral fails to use the property as described above, Grantor shall have the right to purchase the property at the fair market value established by agreement of MAI appraisers: one selected by the City of Doral and one selected by the Grantor." and,

WHEREAS, International Mall and the County desire the transfer of the Property to be subject to certain terms and conditions as provided for herein, and agree that this Agreement supercedes any terms or conditions of the previous covenants and any previously executed Agreements in conflict herewith;

NOW, THEREFORE, in consideration of the covenants herein contained the parties agree as follows:

**1. Release and Transfer of Properties:**

As soon as practicable after (1) approval of this Agreement by the Miami-Dade County Board of County Commissioners; and (2) subsequent 10-day Mayoral Veto period; and (3) a report of clean and marketable title being obtained by the County; and (4) a clean Phase I Environmental Report being obtained by the County, then the County agrees to release International Mall of all responsibilities and obligations arising from the Covenant between the parties; International Mall agrees to transfer the Property by Special Warranty Deed, along with the development rights for the Head Start facility, the library and the senior housing associated therewith, to the County; and, in exchange, by execution of this Agreement and execution of a County Deed (Exhibit "D") to International Mall, the County agrees to release all rights and interest in the original parcel adjacent to 12<sup>th</sup> Avenue, for which a Limited Warranty Deed was prepared and recorded on or about October 11, 1983 (Exhibit "D-1").

**2. Restrictions on Use:**

The County agrees that the Property shall be used for a Library, and/or a Head Start facility and/or senior housing only ("Improvements"). Any other use requires the prior written agreement of both the City of Doral and International Mall. This Agreement will be recorded on the title to the Property.

**3. Description of Property:**

**(#175 - MIAMI INTERNATIONAL MALL FEE PARCEL 4.402 Acres)**

The final shape of the Property to be deeded to the County shall be according to the SITE PLAN attached hereto and being more particularly described above. In addition, said SITE PLAN includes dimensions, a legal description of the Property; a design and legal description of the NW 12<sup>th</sup> Street easement showing at a minimum the proposed traffic pattern for ingress and egress from NW 12<sup>th</sup> Street to the Property; the location of any entry signs or Mall signs to be located at this entrance or along this NW 12<sup>th</sup> Street easement; and clearly identifies and legally describes the location of the interior access road(s) to the Property. There shall be a minimum of three (3) curb cuts from the Reserved Access and Utility Easement (see Article 4, below) to the Property, the location of which will be reasonably and mutually agreed to by the Mall and the County prior to the commencement of any construction.

**4. Reserved Access and General Utility Easements to the Property:**

**a.) (#185 – MIAMI INTERNATIONAL MALL GRANTED ACCESS EASEMENT)**

International Mall shall grant to the County a perpetual easement ("Granted Access Easement") (Exhibit "E") described as;

a portion of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of said Section 32; thence S 89° 20' 56" W along the South line of said Section 32 for a distance of 118.68 feet to a point; thence N 01° 43' 13" W for a distance of 80.01 feet to the point on the northerly right-of-way of N.W. 12<sup>th</sup> Street;

thence along the right-of-way line S 89°20'56" W a distance of 550.24 feet to a Point of Beginning of said easement;

thence leaving said northerly right of way line N 44°20'56" W a distance of 104.65 feet to a point;

thence N 00°39'04" W a distance of 30.74 feet to a point;

thence N 34°00'00" W a distance of 356.72 feet to a point;

thence N 45°56'45" E a distance of 190.52 feet to a point;

thence 60.36 feet along a curve to the right having a radius of 150.00 feet and a central angle of 23°03'15" to a point;

thence N 69°00'00" E a distance of 360.94 feet to a point;

thence 245.30 feet along a curve to the left having a radius of 400.00 feet and a central angle of 35°08'13" to a point;

thence Due West a distance of 62.29 feet to a point;

thence 179.87 feet along a curve to the right having a radius of 350.00 feet and a central angle of 29°26'44" to a point;

thence S 69°00'00" W a distance of 402.56 feet to a point

thence S 45°00'00" W a distance of 30.17 feet to a point

thence S 49°38'55" W a distance of 238.24 feet to a point

thence 46.22 feet along a curve to the right having a radius of 561.00 feet and a central angle of 04°43'12" to a point;

thence S 34°00'00"E for a distance of 364.25 feet to a point;

thence S 14°00'00"E for a distance of 24.70 feet to a point;

thence S 44°20'56" W a distance of 104.65 feet to a point on the northerly right-of-way of NW 12<sup>th</sup> Street;

thence along said right-of-way line 89°20'56" E a distance of 248.01 feet to the Point of Beginning of said easement, containing 2.192 Acres, more or less.

International Mall shall grant to the County the above described perpetual non-exclusive easement per the Access Easement and Reciprocal Parking Agreement (attached as Exhibit "E-1") and as shown on attached plan SITE PLAN for the benefit of the County over the interior access road to the Property. This access road directly adjacent to the Property and the appropriate curb cuts, as mutually agreed to, shall be constructed by International Mall no later than in conjunction with the completion of the Library contemplated in Article 2. Restrictions on Use, above, on the Property by the County. International Mall hereby represents and warrants that the remainder of the access road (shown in dotted lines on the SITE PLAN) will be constructed as shown on Site Plan no later than the completion of the Improvements contemplated in Article 2.

b.) International Mall hereby provides to the County a temporary construction easement over this Granted Access Easement for reasonable access to the property at any time for the purpose of construction on the Property.

**5. Reserved Access Easement from NW 12<sup>th</sup> Street:**

**(# 177 MIAMI INTERNATIONAL MALL 40' WIDE GRANTED ACCESS AND GENERAL UTILITY EASEMENT)**

International Mall shall grant to the County a reserved access and general utility easement (Exhibit "F") described as a portion of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of said Section 32; thence S 89°20'56" W along the South line of said Section 32 for a distance of 118.68 feet to a point; thence N 01°43'13" W for a distance of 80.01 feet to the point of beginning;

Thence S 89°20'56" W a distance of 40.01 feet to a point; thence N 01°43'13" W a distance of 482.01 feet to a point; thence Due East a distance of 40.02 feet to a point; thence S 01°43'13 E a distance of 481.55 feet to the point of beginning of this easement description.

as shown on the SITE PLAN for the benefit of the County over the entrance for ingress and egress and for the construction and/or extension of utilities from NW 12<sup>th</sup> Street to the Property.

5 of 5

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The access from NW 12<sup>th</sup> Street to the Property shall be by and through the easement, constructed by International Mall or other owner of the parcel as shown on the SITE PLAN in conjunction with and no later than the completion of the Library improvement on the Property by the County. The parties agree that said access road shall be built by and at the sole cost of International Mall or other owner of the parcel where access is located as an entrance to the Property with appropriate landscaping and signage, and subject to County approval. International Mall shall provide construction plans for the aforementioned construction of said access road to the County (General Services Administration) for its approval no less than 90 days prior to commencement of any construction. International Mall further agrees to use reasonable efforts to obtain a full median cut at the NW 12<sup>th</sup> Street access easement as depicted on the site plan(s) attached. The County will assist International Mall in dealing with the Florida Department of Transportation.

**6. Signage and Utilities:**

a.) After completion of construction of the County's facility, International Mall agrees to allow the County, at its option, to be included on the Mall's "Directional Sign" that will be located as depicted on the attached site plan SITE PLAN and on any Mall sign at the NW 12<sup>th</sup> Street entrance. The parties agree that in addition to the foregoing the County may provide for its own signage, subject to International Mall's reasonable approval and all required governmental approvals. The costs of County requested signage shall be the responsibility of the County.

b.) International Mall shall provide access to the County from the closest connection point available to the Property for the construction and maintenance of utilities. The cost and construction of all utilities to the Property shall be the sole responsibility of the County.

**7. Option Agreement:**

Beginning with the second year following the effective date of this agreement, International Mall shall, at any time prior to the construction of any improvements by the County, have the option to improve all or a portion of the Property with a parking lot. The parking lot plan will only be built upon written agreement by the parties not to unreasonably withheld or delayed. In the event that International Mall exercises its option to construct a parking lot on the Property, the County agrees to lease the Property to the Mall for parking, subject to a Lease to be prepared by the County, for \$1.00 per year plus maintenance of the

parking lot, until such time as the County needs its Property for development. The Mall shall be solely responsible for any and all costs associated with building and maintaining the parking lot, insuring it for liability, holding the County completely harmless and providing the County with a certificate showing the County as an additional insured, until the County commences construction of its facility. The County shall provide the Mall with 90 days written notice prior to canceling this lease.

**8. Cross Parking Easements:**

Following development of the Property by the County, the County and International Mall agree to allow each other's officers, employees, agents, customers, business visitors, business guests, licensees, and invitees (and those of their tenants) to park on each other's parking lot so that both parties can mutually enjoy the parking facilities of the other as needed for excess parking, as agreed to in the Access Easement and Reciprocal Parking Agreement attached hereto as Exhibit E-1. The parties further agree that the County and/or International Mall may, in their sole discretion, limit said cross easement rights of the parking spaces on their property, as necessary to limit the impact on existing uses of their property.

**9. Taxes:**

The County is not responsible for any real estate taxes, from and after November 3, 1979, which International Mall or any previous owner of the Mall may have paid or any other charges that may have been incurred or may be incurred regarding these or any other properties that have at any time been part of this negotiation. Upon transfer of title to the Property, and for so long as the County maintains ownership, the County will assume responsibility for all ad valorem taxes, if any, on the Property.

**10. Other Costs:**

Provided that no monies have been previously reimbursed to the owner, at the time of recording of the Warrantee Deed, the County shall reimburse the owner \$17,198.86 for fees paid by the International Mall to Miami Dade County Department of Planning and Zoning as the fee assessment for their DRI Application Case # Z-02-211.

**11. Jurisdiction of Agreement:**

This Agreement may be enforced in a court of competent jurisdiction and the prevailing party shall be entitled to reasonable attorneys fees. This Agreement shall remain in full force and effect and be binding upon the heirs, successors and assigns of the undersigned including any subsequent modification or amendment.

The recitals contained in the foregoing Agreement are incorporated herein and the parties agree to be bound by the terms thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

ATTEST:

MIAMI-DADE COUNTY, a political  
Subdivision of the State of Florida

BY: \_\_\_\_\_

Kay Sullivan  
Clerk of the Board

BY: \_\_\_\_\_

County Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: \_\_\_\_\_

Tom Goldstein  
Assistant County Attorney



EXHIBIT "A"

#171  
01/02/02  
Ref. Dwg.  
856 P-20

MIAMI INTERNATIONAL MALL  
DEVELOPER'S TRACT  
41.355 ACRES

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 1202.07 feet to a point; thence N 88° 16' 47" E, a distance of 88.99 feet to a point on the easterly right-of-way line of N.W. 107th Ave., said point also being the principal point and place of beginning of the following description:

Thence N 01° 43' 13" W, along said easterly right-of-way line, a distance of 400.06 feet to a point; thence N 88° 16' 47" E, a distance of 40.00 feet to a point; thence N 01° 43' 13" W, a distance of 45.00 feet to a point; thence S 88° 16' 47" W, a distance of 40.00 feet to a point on said easterly right-of-way line; thence N 01° 43' 13" W, along said easterly right-of-way line, a distance of 416.68 feet to a point; thence S 46° 43' 13" E, a distance of 104.65 feet to a point; thence N 88° 16' 47" E, a distance of 22.04 feet to a point; thence S 77° 21' 36" E, a distance of 87.18 feet to a point; thence S 63° 00' 00" E, a distance of 68.58 feet to a point; thence N 45° 00' 00" E, a distance of 459.09 feet to a point; thence due north, a distance of 15.00 feet to a point; thence N 45° 00' 00" W, a distance of 293.65 feet to a point; thence N 56° 40' 50" W, a distance of 102.84 feet to a point; thence N 80° 02' 25" W, a distance of 102.84 feet to a point; thence S 88° 16' 47" W, a distance of 115.08 feet to a point; thence S 43° 16' 47" W, a distance of 104.65 feet to a point on said easterly right-of-way line; thence N 01° 43' 13" W, along said easterly right-of-way line, a distance of 157.41 feet to a point; thence N 89° 38' 52" E, a distance of 354.68 feet to a point; thence S 45° 00' 00" E, a distance of 419.65 feet to a point; thence due east, a distance of 15.00 feet to a point; thence N 45° 00' 00" E, a distance of 424.98 feet to a point; thence N 89° 38' 52" E, a distance of 1194.28 feet to a point; thence S 01° 43' 13" E, a distance of 2311.60 feet to a point; thence S 89° 20' 56" W, a distance of 434.74 feet to a point; thence S 34° 00' 00" E, a distance of 160.85 feet to a point; thence S 00° 39' 04" E, a distance of 30.74 feet to a point; thence S 44° 20' 56" E, a distance of 104.65 feet to a point on the northerly right-of-way line of N.W. 12th St.; thence S 89° 20' 56" W, along said northerly right-of-way line, a distance of 248.01 feet to a point; thence N 44° 20' 56" E, a distance of 104.65 feet to a point; thence N 14° 00' 00" W, a distance of 24.70 feet to a point; thence N 34° 00' 00" W, a distance of 300.89 feet to a point; thence S 70° 00' 00" W, a distance of 214.37 feet to a point; thence due west, a distance of 230.77 feet to a point; thence N 67° 30' 00" W, a distance of 244.67 feet to a point; thence N 45° 00' 00" W, a distance of 145.34 feet to a point; thence due

west, a distance of 35.08 feet to a point; thence S 45° 00' 00" W, a distance of 90.00 feet to a point; thence S 34° 20' 59" W, a distance of 15.00 feet to a point; thence S 10° 39' 01" E, a distance of 104.65 feet to a point on said northerly right-of-way line of N.W. 12th St.; thence N 55° 39' 01" W, a distance of 120.00 feet to a point; thence continuing along said northerly right-of-way line, 124.97 feet along an arc to the left, having a radius of 994.93 feet and a chord of 124.89 feet, bearing N 59° 14' 54.9" W to a point; thence N 79° 20' 59" E, a distance of 106.89 feet to a point; thence N 34° 20' 59" E, a distance of 20.00 feet to a point; thence N 45° 00' 00" E, a distance of 113.60 feet to a point; thence due north, a distance of 14.14 feet to a point; thence N 45° 00' 00" W, a distance of 70.85 feet to a point; thence N 60° 00' 00" W, a distance of 235.68 feet to a point; thence N 45° 00' 00" W, a distance of 289.61 feet to a point; thence N 34° 00' 00" W, a distance of 73.61 feet to a point; thence N 24° 00' 00" W, a distance of 73.60 feet to a point; thence N 13° 00' 00" W, a distance of 130.75 feet to a point; thence S 88° 16' 47" W, a distance of 77.20 feet to a point; thence S 43° 16' 47" W, a distance of 104.65 feet to a point on the easterly right-of-way line of N.W. 107th Ave., said point also being the principal point and place of beginning.

Less and except the following parcels:

#### **SITE 1 (SEARS SITE)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 2644.15 feet to a point; thence N 89° 38' 52" E, a distance of 1228.85 feet to a point; thence S 00° 21' 08" E, a distance of 46.51 feet to the principal point and place of beginning of the following description:

Thence due east, a distance of 280.00 feet to a point; thence 247.40 feet along an arc to the right, having a radius of 315.00 feet and a chord of 241.09 feet, bearing S 67° 30' 00" E to a point; thence S 45° 00' 00" E, a distance of 297.19 feet to a point; thence S 45° 00' 00" W, a distance of 426.52 feet to a point; thence due West, a distance of 472.87 feet to a point; thence S 45° 00' 00" W, a distance of 171.25 feet to a point; thence N 45° 00' 00" W, a distance of 413.50 feet to a point; thence S 45° 00' 00" W, a distance of 16.00 feet to a point; thence N 45° 00' 00" W, a distance of 60.63 feet to a point; thence N 45° 00' 00" E, a distance of 342.12 feet to a point; thence N 38° 11' 22.8" E, a distance of 75.89 feet to a point; thence 267.04 feet along an arc to the right, having a radius of 340.00 feet and a chord of 260.22 feet, bearing N 67° 30' 00" E to the principal point and place of beginning and containing 12.993 acres of land more or less.

#### **SITE 2 (DILLARD'S)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89° 20' 56" E, along the South line of said Section 32, a distance of 2250.00 feet to a point; thence N 01° 43' 13" W, a distance of 1149.03 feet to a point; thence S 88° 16' 47" W, a distance of 45.00 feet to the principal point and place of beginning of the following description:

Thence 236.47 feet along an arc to the right, having a radius of 290.00 feet and a chord of 229.98 feet, bearing S 21° 38' 23.5" W to a point; thence S 45° 00' 00" W, a distance of 290.92 feet to a point; thence N 45° 00' 00" W, a distance of 153.01 feet to a point; thence N 45° 00' 00" E, a distance of 31.50 feet to a point; thence N 45° 00' 00" W, a distance of 149.59 feet to a point; thence due West, a distance of 202.42 feet to a point; thence due North, a distance of 371.75 feet to a point; thence N 51° 40' 46.4" E, a distance of 158.05 feet to a point; thence due North, a distance of 47.00 feet to a point; thence due East, distance of 260.00 feet to a point; thence due South, a distance of 131.02 feet to a point; thence due East, a distance of 294.54 feet to a point; thence S 01° 43' 13" E, a distance of 202.51 feet to the principal point and place of beginning and containing 8.017 acres of land more or less.

#### **SITE 3 (BURDINES "B")**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89° 20' 56" E, along the South line of said Section 32, a distance of 2250.00 feet to a point; thence N 01° 43' 13" W, a distance of 1149.03 feet to a point; thence S 88° 16' 47" W, a distance of 45.00 feet to a point; thence 236.47 feet along an arc to the right, having a radius of 290.00 feet and a chord of 229.98 feet, bearing S 21° 38' 23.5" W to a point; thence S 45° 00' 00" W, a distance of 322.42 feet to the principal point and place of beginning of the following description:

Thence continuing S 45° 00' 00" W, a distance of 73.99 feet to a point; thence S 49° 38' 55" W, a distance of 238.24 feet to a point; thence 773.51 feet along an arc to the right, having a radius of 561.00 feet and a chord of 713.68 feet, bearing N 84° 30' 00" W to a point; thence N 45° 00' 00" W, a distance of 185.00 feet to a point; thence 12.12 feet, along an arc to the left, having a radius of 344.00 feet and a chord of 12.12 feet, bearing N 46° 00' 35.1" W to a point; thence N 45° 00' 00" E, a distance of 197.85 feet to a point; thence N 45° 00' 00" W, a distance of 31.50 feet to a point; thence N 45° 00' 00" E, a distance of 198.00 feet to a point; thence S 45° 00' 00" E, a distance of 63.25 feet to a point; thence due East, a distance of 522.94 feet to a point; thence S 45° 00' 00" E, a distance of 365.60 feet to the principal point and place of beginning and containing 10.095 acres of land more or less.

#### **SITE 4 (BURDINES "A")**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows: Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 1274.13 feet to a point; thence N 88° 16' 47" E, a distance of 314.64 feet to the principal point and place of beginning of the following description:

Thence due north, a distance of 438.51 feet to a point; thence 259.97 feet along an arc to the right, having a radius of 331.00 feet and a chord of 253.34 feet, bearing N 22° 30' 00" E to a point; thence N 45° 00' 00" E, a distance of 102.22 feet to a point; thence S 45° 00' 00" E, a distance of 231.63 feet to a point; thence N 45° 00' 00" E, a distance of 31.50 feet to a point; thence S 45° 00' 00" E, a distance of 265.98 feet to a point; thence due East, a distance of 84.63 feet to a point; thence due South, a distance of 407.00 feet to a point; thence due West, a distance of 194.94 feet to a point; thence S 45° 00' 00" W, a distance of 410.62 feet to a point; thence N 45° 00' 00" W, a distance of 62.43 feet to a point; thence 264.30 feet, along an arc to the right, having a radius of 336.52 feet and a chord of 257.56 feet, bearing N 22° 30' 00" W to the principal point and place of beginning and containing 9.823 acres of land more or less.

#### **SITE 5 (DEVELOPER'S EXCHANGE PARCEL)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 2644.15 feet to a point; thence N 89° 38' 52" E, a distance of 1717.66 feet to the principal point and place of beginning of the following description:

Thence continuing N 89° 38' 52" E, a distance of 532.59 feet to a point; thence S 01° 43' 13" E, a distance of 476.94 feet to a point; thence S 45° 00' 00" W, a distance of 105.72 feet to a point; thence N 45° 00' 00" W, a distance of 721.50 feet to a point; thence N 45° E 00' 00" E, a distance of 53.79 feet to the principal point and place of beginning and containing 4.235 acres of land, more or less.

#### **SITE 6 (J. C. PENNEY SITE)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89°

20' 56" E, along the South line of Section 32, a distance of 2250.00 feet to a point; thence N 01° 43' 13" W, a distance of 1149.03 feet to a point; thence S 88° 16' 47" W, a distance of 45.00 feet to a point; thence N 01° 43' 13" W, a distance of 263.14 feet to a point, said point being the principal point and place of beginning of the following description:

Thence due west, a distance of 244.73 feet to a point; thence due north, a distance of 102.00 feet to a point; thence due west, a distance of 432.00 feet to a point; thence due North, a distance of 386.97 feet to a point; thence N 45° 00' 00" E, a distance of 532.98 feet to a point; thence S 45° 00' 00" E, a distance of 274.31 feet to a point; thence 237.94 feet along an arc to the right, having a radius of 315.00 feet and a central angle of 43° 16' 47" to a point; thence S 01° 43' 13" E, a distance of 458.80 feet to a point, said point being the principal point and place of beginning and containing 9.619 acres of land more or less.

**The net acreage for the Developer's Tract Parcel being 41.355 acres of land, more or less.**

PIC

1980 JAN -8 P. Jb  
80R 6351

OFF REC. 10619 PG 2010

EXHIBIT "1"

COVENANT

date  
is 7<sup>th</sup> of  
November

THIS COVENANT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1979, by and between DEBARTOLO - MIAMI ASSOCIATES, an Ohio General Partnership, and Contract Purchaser of the property described herein (hereinafter referred to as "PURCHASER"), ROLAND INTERNATIONAL CORPORATION, a Delaware Corporation, as owner of the property, (hereinafter referred to as "OWNER"), in favor of the Board of County Commissioners of Metropolitan Dade County, Florida, (hereinafter referred to as "COUNTY").

W I T N E S S E T H:

WHEREAS, the OWNER is the fee-simple owner of the property described on Exhibit "A", attached hereto and made a part hereof (the "Shopping Center Property"); and

WHEREAS, the PURCHASER has entered into a contract with OWNER to purchase the property described in Exhibit "A"; and

WHEREAS, PURCHASER will be constructing a Regional Shopping Center on the property shown on Exhibit "A" and anticipates acquiring certain additional property adjoining and contiguous thereto; and

WHEREAS, PURCHASER recognizes a pressing public need and purpose in providing new mass transit and bus facilities for the COUNTY to serve the general welfare of the community; and

WHEREAS, PURCHASER also perceives a need for additional branch library facilities to serve the public purpose of library access to the general public; and

WHEREAS, PURCHASER is desirous of freely and voluntarily making a gift or contribution of certain lands to be acquired by it for these and other possible public purposes;

NOW, THEREFORE, in consideration of the covenants herein contained the parties hereto agree as follows:

1. PURCHASER agrees to deed up to 4 net acres of undeveloped land to the County at a mutually agreed upon location or locations, with the intention that the COUNTY use them as a "park and ride" facility and as a branch library site subject to the following conditions:

(a) A two-acre parcel shall be made available and shall be deeded to the COUNTY by appropriate instrument outside of the boundaries of Exhibit "A" but directly adjacent and contiguous to the site's southeast corner and PURCHASER shall provide for the construction of the extension of the projected N. W. 12th Street eastern boundary, as noted on Exhibit "B", to the southeastern boundary line of the project site to provide direct access to the COUNTY'S site. Said transfer shall be subject to the condition that the site be used by the COUNTY as a "park and ride" facility or other COUNTY public use subject to approval by PURCHASER, and said approval shall not be unreasonably withheld. ~~Any deed or transfer of said property shall take place at such time as the COUNTY notify's PURCHASER that funding for the construction is available and budgeted for said construction no later than 5 years from the time PURCHASER receives its Building Permit for Mall construction.~~ The PURCHASER shall not be responsible for any further site access extension of N. W. 12th Street east of the eastern boundary line of the site as shown on Exhibit "B";

(b) The PURCHASER shall also deed to the COUNTY an additional two (2) acre parcel of

property within the boundaries of the project site as shown in Exhibit "A" but outside of the areas shown on Exhibit "B" for the Mall itself and parking therefor (PRIMARY SITE). This primary site shall be made available to COUNTY subject to the condition that it be used by the COUNTY exclusively for a branch library facility and accompanying parking and landscaping. The exact location of this site, within the area noted above, shall be mutually agreed upon by the COUNTY and PURCHASER. Any deed or transfer of said property shall take place at such time as agreement to location is reached and the COUNTY notifies PURCHASER that funding for the construction is available and budgeted for said construction within five (5) years of the date PURCHASER receives its Building Permit for the Mall. Any instruments or documents granting the COUNTY said site shall provide that in the further event that the COUNTY does not fund or initiate construction on the PRIMARY SITE within 5 years from the date PURCHASER receives its Building Permit for the Mall, said site shall remain or revert back to the PURCHASER at the PURCHASER'S request and the COUNTY shall execute and deliver all necessary documents and instruments to accomplish that result. Thereupon, PURCHASER shall convey to the COUNTY title to an additional two (2) acres of land (SECONDARY site) adjacent to the "park and ride" facility noted in paragraph 1(a) above subject to the condition that it may only be used for a branch library facility and its necessary parking and landscaping. No reversionary time deadline shall pertain to this grant to the COUNTY of the SECONDARY SITE;

(c) Any grant or transfer of land noted in paragraph 1(a) above shall be subject to the condition that it only be used as a Metropolitan Transit Authority "park and ride" facility and will accommodate approximately of 200 cars or for other COUNTY public purposes, if approved by PURCHASER. Said approval shall not be unreasonably withheld. Any grant or transfer of land noted in paragraph 1(b) above will be subject to the condition that it only be used as a branch COUNTY Library or for other COUNTY public purposes, if approved by PURCHASER. Said approval shall not be unreasonably withheld;

(d) No improvements to the lands, noted above will be made at the cost or expense of the PURCHASER;

(e) All improvements to be made by the COUNTY will be subject to design approval of PURCHASER and said approval shall not be unreasonably withheld;

(f) Any agreement to transfer or grant the land noted in paragraph 1(a) and (b) shall be subject to the condition that said land revert to PURCHASER, automatically, if not used for public purposes approved by PURCHASER.

(g) The PURCHASER will not be responsible for any operating costs, maintenance costs, security costs or taxes applicable to the lands and developed premises thereon.

1A. This COVENANT may be specifically enforced in a court of competent jurisdiction and the prevailing parties shall be entitled to reasonable attorneys fees.

2. This Covenant on the part of the OWNER and PURCHASER shall constitute a covenant running with the land and will be recorded in the Public Records of Dade County,

Florida, and shall remain in full force and effect and be binding upon the heirs, successors and assigns of the undersigned, until such time as the same is released, modified or amended upon request of the parties by, the Board of County Commissioners for Metropolitan Dade County, Florida, in whole or in part, or in the manner as noted below.

3. Evidence of acceptance of this contribution or gift of land shall be the recording, by the COUNTY, of any deeds for said properties in the Public Records of Dade County, Florida with the COUNTY noted as grantee thereof.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_ day of \_\_\_\_\_, 1979.

Signed, sealed and delivered in the presence of:

ROLAND INTERNATIONAL CORPORATION, a Delaware Corporation

[Signature]

By: [Signature] [L.S.]

Edith Arguilla  
James C. DeBartolo

DEBARTOLO - MIAMI ASSOCIATES, an Ohio General Partnership

BY: Edward J. DeBartolo [L.S.]

Edward J. DeBartolo

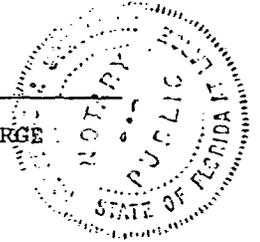
AS Managing Partner

25

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DADE )

The foregoing Agreement was acknowledged before me this day of \_\_\_\_\_, 1979, by \_\_\_\_\_, as \_\_\_\_\_, the of ROLAND INTERNATIONAL CORPORATION, a Delaware Corporation, for the purposes therein expressed.

NOTARY PUBLIC,  
STATE OF FLORIDA AT LARGE



My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT 16, 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF OHIO )  
 ) SS:  
COUNTY OF MAHONING)

The foregoing Agreement was acknowledged before me this 1st day of November, 1979, by Edward J. DeBartolo, as Managing Partner of DEBARTOLO - MIAMI ASSOCIATES, an Ohio General Partnership, for the purposes therein expressed.

*James E. DiGregory*  
NOTARY PUBLIC  
STATE OF OHIO AT LARGE

My Commission expires:

JAMES E. DIGREGORY, Attorney-at-Law  
NOTARY PUBLIC-STATE OF OHIO  
My Commission Has No Expiration Date

A portion of the Southwest one-quarter of Section 32, Township 53 South, Range 40 East;

Being described as follows:

BEGIN at a Pipe in concrete marking the Southwest corner of said Southwest one-quarter of Section 32; thence run North  $01^{\circ} 43' 13''$  West 2644.15 feet along the Westerly boundary of said Section 32 to a pipe; thence North  $89^{\circ} 38' 52''$  East 2250.25 feet to a point; thence South  $01^{\circ} 43' 13''$  East 2632.41 feet to a point; thence South  $89^{\circ} 20' 56''$  West 2250.00 feet to the POINT OF BEGINNING.

Containing 136.251 Acres, more or less.

EXHIBIT "A"







## Exhibit 2

RESOLUTION NO. Z-263-79

The following resolution was offered by Commissioner William G. Oliver, seconded by Commissioner Barry D. Schreiber, and upon poll of members present, the vote was as follows:

Neal Adams	absent	Harvey Ruvin	aye
Clara Oesterle	aye	Barry D. Schreiber	aye
William G. Oliver	aye	Ruth Shack	aye
Beverly B. Phillips	aye	Stephen P. Clark	aye
James F. Redford, Jr.	aye		

WHEREAS, ROLLAND INTERNATIONAL CORPORATION had applied for the following:

A district boundary change from IU-C (Industry-Controlled) to BU-2 (Special Business) on the following described property:

A portion of the Southwest one-quarter of Section 32, Township 53 South, Range 40 East; Being described as follows: Begin at a pipe in concrete marking the Southwest corner of said Southwest one-quarter of Section 32; thence run North 01 degrees 43' 13" West 2644.15 feet along the Westerly boundary of said Section 32 to a pipe; thence North 89° 38' 52" East 2170.24 feet to a point; thence South 01° 43' 13" East 2632.82 feet to a point; thence South 89° 20' 56" West 2170.00 feet to the Point of Beginning.

LOCATION: From theoretical NW 102nd Avenue to theoretical 107 Avenue between S.R. 836 (NW 12 Street) and theoretical NW 17 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, at which time the applicant proffered a covenant which pledged a dedication of four net acres of property to the County to be used for a "park and ride" facility and a branch library site, or some other agreed-to public use, and a covenant by Rolland International Corporation restricting the uses of property adjacent to the proposed shopping center, and a covenant from the applicants pertaining to the development of the shopping center property and, particularly, to comply with certain requirements of the South Florida Regional Planning Council and making the "Application for Development Approval" a part of the zoning hearing application, and upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary change would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and should be approved, subject to conditions, and the proffered covenants should be accepted;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested district boundary change to BU-2 be and the same is hereby approved and said property is hereby zoned accordingly, subject to the following conditions:

RESOLUTION NO. Z-263A-79

The following resolution was offered by Commissioner William G. Oliver, seconded by Commissioner Barry D. Schreiber, and upon poll of members present, the vote was as follows:

Neal Adams	absent	Harvey Ruvin	aye
Clara Oesterle	aye	Barry D. Schreiber	aye
William G. Oliver	aye	Ruth Shack	aye
Beverly B. Phillips	aye	Stephen P. Clark	aye
James F. Redford, Jr.	aye		

## DEVELOPMENT OF REGIONAL IMPACT ORDER

WHEREAS, Rolland International Corporation had filed an application for developmental approval of a development of Regional Impact involving a district boundary change from IU-C (Industry-Controlled) to BU-2 (Special Business) to permit a regional shopping center on property described as:

A portion of the Southwest one-quarter of Section 32, Township 53 South, Range 40 East; Begin described as follows: Begin at a Pipe in concrete marking the Southwest corner of said Southwest one-quarter of Section 32; thence run North 01 degrees 43' 13" West 2644.15 feet along the Westerly boundary of said Section 32 to a pipe; thence North 89° 38' 52" East 2170.24 feet to a point; thence South 01° 43' 13" East 2632.82 feet to a point; thence South 89° 20' 56" West 2170.00 feet to the Point of Beginning.

LOCATION: From theoretical NW 102nd Avenue to theoretical 107 Avenue between S.R. 836 (NW 12 Street) and theoretical NW 17 Street, Dade County, Florida, and

## FINDINGS OF FACT

WHEREAS, a public hearing of this Board was advertised and held on November 8, 1979, at which time all interested parties concerned in the matter were heard, and at which time the recommendations of the South Florida Regional Planning Council and the County Developmental Impact Committee were reviewed and considered, and it is the finding of this Board that:

1. There is no adopted State Land Development Plan applicable to this area.
2. The development is consistent with local land development regulations.
3. The development is consistent with report and recommendations of the Regional Planning Agency.

## CONCLUSION OF LAW

WHEREAS, it is the opinion of this Board that this project is in conformance with all applicable State and local land use regulations and all other applicable State and local laws.

## ACTION TAKEN

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested development approval is hereby granted, subject to the following conditions:

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1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That the use be established and maintained in accordance with the approved plan.

BE IT FURTHER RESOLVED that Resolution Z-263-79, hereto attached, is incorporated and made a part of this resolution.

Copies of this resolution are to be sent to the South Florida Regional Planning Council, the Department of Administration of the Division of State Planning and to Rolland International Corporation.

The Zoning Director is hereby directed to make the necessary notations upon the and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 8th day of November, 1979.

Heard November, 1979  
 No. 79-11-CC-1  
 vp  
 Typed 11/30/79

DADE COUNTY, FLORIDA, BY ITS  
 BOARD OF COUNTY COMMISSIONERS  
 Richard P. Brinker, Clerk

By           SEYMOUR REED            
 Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners on the   3rd   day of   December  , 1979.

# SIMON™

National City Center  
115 W. Washington Street  
Indianapolis, IN 46204  
(317) 636-1600

PROJECT:

MIAMI  
INTERNATIONAL

LOCATION:

MIAMI  
FLORIDA

DESCRIPTION:

August 23, 2005  
SITE PLAN

WORK ORDER #:

52102

DRAWING FILE NAME:

Outside/wrlc /072505/9780SP

DRAWN BY:

thais

DATE LAST MODIFIED:

July 06, 2005

COMPANION DRAWING:

SCALE:

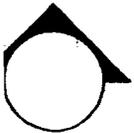


CORP. #

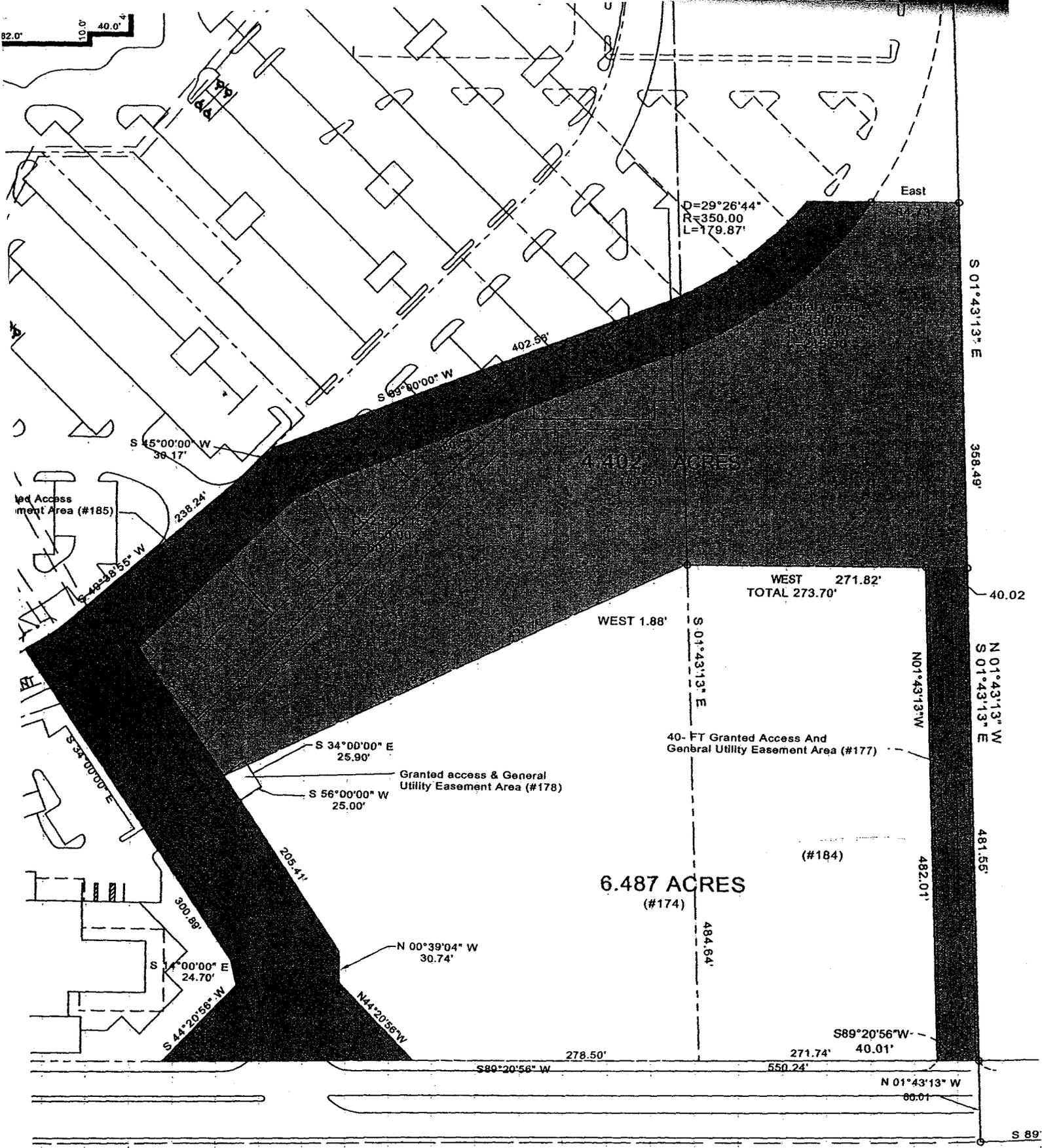
9780

DRAWING:

SP



82.0' 40.0' 0.015



D=29°26'44"  
R=350.00  
L=179.87'

4.402 ACRES

WEST 271.82'  
TOTAL 273.70'

WEST 1.88'

S 01°43'13" E

40- FT Granted Access And  
General Utility Easement Area (#177)

6.487 ACRES  
(#174)

S 34°00'00" E  
25.90'

Granted access & General  
Utility Easement Area (#178)

S 56°00'00" W  
25.00'

N 00°39'04" W  
30.74'

S 1°00'00" E  
24.70'

S 44°20'56" W

N 44°20'56" W

S 89°20'56" W

278.50'

271.74'

S 89°20'56" W  
40.01'

550.24'

N 01°43'13" W  
80.01'

S 01°43'13" E

358.49'

40.02

N 01°43'13" W  
S 01°43'13" E

481.55'

482.01'

484.64'

S 89°

35

RESOLUTION Z05-31

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 DORAL, FLORIDA APPROVING THE REZONING OF ± 13.8  
5 ACRES GENERALLY LOCATED AT THE NORTHEAST  
6 CORNER OF NW 107 AVENUE AND NW 12 STREET FROM IU-I  
7 AND IU-C TO BU-2; APPROVING THE NOTICE OF PROPOSED  
8 CHANGE CONSOLIDATING THE EXISTING MIAMI  
9 INTERNATIONAL MALL DRI AND THE MIAMI  
10 INTERNATIONAL MALL PERIPHERAL DRI INTO A SINGLE  
11 DEVELOPMENT ORDER TO BE KNOWN AS THE MIAMI  
12 INTERNATIONAL MALL CONSOLIDATED DRI; PROVIDING  
13 FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE  
14

15 WHEREAS, West Dade County Associates ("Applicant") has requested  
16 approval of a rezoning of ± 13.8 acres generally located at the northeast corner of NW  
17 107 Avenue and NW 12 Street from IU-I and IU-C to BU-2, as more particularly  
18 described in the legal description, attached hereto and incorporated herein as Exhibit  
19 "1;" and

20 WHEREAS, the Applicant has also requested approval of a Notice of Proposed  
21 Change (NOPC) consolidating the existing Miami International Mall DRI and the  
22 Miami International Mall Peripheral DRI into a single Development Order to be known  
23 as the Miami International Mall Consolidated DRI; and

24 WHEREAS, on June 30, 2005, the City Council held a quasi-judicial hearing  
25 and received testimony and evidence related to the Application from the Applicant and  
26 other persons and found as follows:

27 1. The rezoning is consistent with the City's Comprehensive Development  
28 Master Plan, Zoning Code and the trend of development in the area.

1           2.     The City accepts the voluntary covenant addressing future traffic  
2 concerns proffered by the Applicant.

3           3.     The Notice of Proposed Change consolidating two existing DRI  
4 Development Orders into a single DRI is strictly an administrative action to simplify  
5 the existing situation and will not impact land use, zoning, infrastructure, concurrency  
6 status or the build-out schedule of the parcels within the DRIs.

7           4.     This Resolution specifically incorporates the Special Warranty Deed  
8 proffered at the Council meeting of June 30, 2005 including Exhibit "2" as proffered  
9 and amended.

10           WHEREAS, after careful review and deliberation, the City Council finds that  
11 approval of the proposed request for rezoning from IU-1 and IU-C to BU-2 and  
12 approval of a Notice of Proposed Change are in the best interests of the citizens of the  
13 City of Doral;

14           **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**  
15 **THE CITY OF DORAL, FLORIDA THAT:**

16           **Section 1.**   The foregoing "WHEREAS" clauses are hereby ratified and  
17 confirmed as being true and correct and are hereby made a part of this Resolution upon  
18 adoption hereof.

19           **Section 2.**   A rezoning of  $\pm$  13.8 acres generally located at the northeast  
20 corner of NW 107 Avenue and NW 12 Street from IU-I and IU-C to BU-2 is hereby  
21 approved.

1           **Section 3.**     A Notice of Proposed Change consolidating the existing Miami  
2 Internal Mall DRI and the Miami International Mall Peripheral DRI into a single  
3 Development Order to be known as the Miami International Mall Consolidated DRI is  
4 hereby approved.

5           **Section 4.**     This Resolution shall be recorded in the Public Records of  
6 Miami-Dade County and the Applicant shall pay the cost of recording the document.

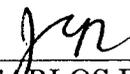
7           **Section 5.**     This resolution shall become effective upon its passage and  
8 adoption by the City Council and is binding on all successors and assigns.

9           WHEREAS, a motion to approve the Resolution was offered by Councilman  
10 DiPietro, who moved its adoption. The motion was seconded by Vice Mayor Cabrera  
11 and upon being put to a vote, the vote was as follows:

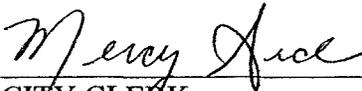
12  
13                   Mayor Juan Carlos Bermudez                   yes  
14                   Vice Mayor Peter Cabrera                    yes  
15                   Councilmember Michael DiPietro                    yes  
16                   Councilwoman Sandra Ruiz                        yes  
17                   Councilmember Robert Van Name                    yes  
18

19           PASSED AND ADOPTED this 30th day of June, 2005.

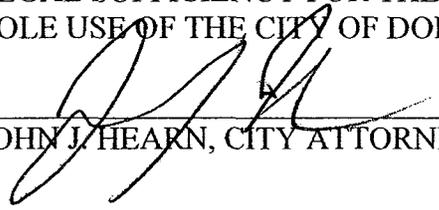
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\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

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

  
\_\_\_\_\_  
JOHN J. HEARN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
I, Mercy Arce

Of the City of Doral, Florida do hereby certify  
that the above and foregoing is a true and correct  
copy of the original thereof on file in this office.  
WITNESS, my hand and the seal of said City

this 2nd day of August AD2005  
By: Mercy Arce



Exhibit C

This Instrument Prepared By:  
Stephen V. Hoffman, Esq.  
MASTRIANA & CHRISTIANSEN, PA  
1500 North Federal Highway, Suite 200  
Fort Lauderdale, Florida 33304

**THIS SPECIAL WARRANTY DEED** made and executed the \_\_\_\_ day of June, 2005, by WEST DADE ASSOCIATES, a \_\_\_\_\_ general partnership, hereinafter called the Grantor, to the Miami-Dade County, a political subdivision of the State of Florida, whose post office address is \_\_\_\_\_, hereinafter called the Grantee:

*(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**Witnesseth:** That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Miami-Dade County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF ("PROPERTY").

Subject to (1) taxes and assessments for the year 2005 and all subsequent years; (2) general utility and rights-of-way easements pertaining to the Property and recorded in the public records; (3) zoning restrictions and prohibitions imposed by governmental authority; (4) all matters shown on survey made by \_\_\_\_\_ under Job No. \_\_\_\_\_; (5) all covenants, agreements, conditions, restrictions, reservations, easements, plats and other matters of record; (6) matters appearing on the plat pertaining to the Property and/or otherwise common to the subdivision; (7) restrictions, covenants and matters set forth on Exhibit "B" attached hereto and made a part hereof.

**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 he is lawfully seised of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.



#175  
03/17/03  
REF. DWG.  
856 P-24  
Rev. 06-03-05WRLC

MIAMI INTERNATIONAL MALL  
FEE PARCEL  
4.402 ACRES

A portion of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of said Section 32; thence S 89° 20' 56" W along the South line of said Section 32 for a distance of 118.68 feet to a point; thence N 01° 43' 13" W a distance of 80.01 feet to a point on the northerly right-of-way of N.W. 12<sup>th</sup> Street; thence continuing N 01° 43' 13" W for a distance of 481.55 feet to the point of beginning:

Thence due West a distance of 273.70 feet to a point; thence S 64° 49' 27" W a distance of 497.70 feet to a point; thence N 34° 00' 00" W a distance of 151.31 feet to a point; thence N 45° 56' 45" E a distance of 190.38 feet to a point; thence 60.36 feet along a curve to the right having a radius of 150.00 feet and a central angle of 23° 03' 15" to a point; thence N 69° 00' 00" E a distance of 360.91 feet to a point; thence 245.49 feet along an arc to the left having a radius of 400.00 feet and a central angle of 35° 09' 49" to a point; thence due East a distance of 84.73 feet to a point; thence S 01° 43' 13" E a distance of 358.49 feet to the point of beginning and containing 4.402 acres of land more or less.

**EXHIBIT "A"**

Legal Description of  
4.4 acre parcel

**EXHIBIT "B"**

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed ("Deed") to which these deed restrictions are attached and shall be deemed covenants running with the land, applicable to the property described on Exhibit "A" to such Special Warranty Deed ("Property") and shall be binding upon the owner of the Property and its successors and assigns; to wit:

1. It is expressly provided that the use of the Property shall be for Library, and senior living and Headstart facilities purposes only and such use shall not be discontinued or changed without prior written consent of the City of Doral and the Grantor. In the event the permitted use is changed or discontinued without the consent of the City of Doral or the Grantor, the title to the Property shall immediately revert to City of Doral. If the City of Doral fails to use the property as described above, Grantor shall have the right to purchase the property at the fair market value established by agreement of MAI appraisers: one selected by the City of Doral and one selected by the Grantor.

**EXHIBIT D**

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

**COUNTY DEED**

THIS DEED, made this            day of            , 2005 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and, WEST DADE COUNTY ASSOCIATES, a Florida General Partnership, party of the second part, whose address is            , Florida .

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of ten Dollars and no/100 (\$ 10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida:

**LEGAL DESCRIPTION**

Being a parcel of land located within Section 32, Township 53, South, Range 40 East lying and being in Miami-Dade County, Florida and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89° 20'56" E along South line of said section a distance of 2250.00 feet to a point; thence N 01° 43'13" W a distance of 80.00 feet to the principal point and place of beginning of the following description:

Thence S 89°20'56" W a distance of 278.51 feet to a point; thence N 44°20'56" W a distance of 104.65 feet to a point; thence N 00°39'04" W a distance of 30.74 feet to a point; thence N 34° 00'00" W a distance of 160.85 feet to a point; thence N 89° 20'56" E a distance of 434.74 feet to a point; thence S 01° 43'13" E a distance of 240.81 feet to the point of beginning and containing 2.000 acres of land more or less, but subject to all legal highways and easements of record.

**BUT SUBJECT TO:**

- (a) all streets and public rights-of-way;
- (b) all laws, rules and/or regulations (federal, state and/or local now in effect;
- (c) restrictions, encumbrances, reservations, limitations, conditions, easements and agreements of public record; and
- (d) all real estate taxes and assessments not due and payable as of the date hereof

This grant conveys only the interest of the 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.

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 Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency. \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

(B)

OFF REC 11932 PG 2870  
LIMITED WARRANTY DEED

893 OCT 11 PM 2:45

03R284775

THIS INDENTURE, made this 4th day of May, 1983, between WEST DADE COUNTY ASSOCIATES, a Florida General Partnership, 7620 Market Street, Youngstown, Ohio 44512, ("Grantor"), and METROPOLITAN DADE COUNTY, a political subdivision, of the State of Florida, ("Grantee");

WITNESSETH THAT:

Grantor, for valuable consideration, does hereby grant, with limited warranty covenants, unto the Grantee, its successors and assigns, all of the parcel of land (hereinafter referred to as the "Property") lying and being in Dade County, Florida, and described as follows:

Being a parcel of land located within Section 32, Township 53 South, Range 40 East lying and being in Dade County, Florida and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89° 20' 56" E along South line of said section a distance of 2250.00 feet to a point; thence N 01° 43' 13" W a distance of 80.00 feet to the principal point and place of beginning of the following description:

Thence S 89° 20' 56" W a distance of 278.51 feet to a point; thence N 44° 20' 56" W a distance of 104.65 feet to a point; thence N 00° 39' 04" W a distance of 30.74 feet to a point; thence N 34° 00' 00" W a distance of 160.85 feet to a point; thence N 89° 20' 56" E a distance of 434.74 feet to a point; thence S 01° 43' 13" E a distance of 240.81 feet to the point of beginning and containing 2.000 acres of land more or less, but subject to all legal highways and easements of record.

BUT SUBJECT TO:

- (a) all streets and public rights-of-way;
- (b) all laws, rules and/or regulations (federal, state and/or local) now in effect;
- (c) restrictions, encumbrances, reservations, limitations, conditions, easements and agreements of public record; and
- (d) all real estate taxes and assessments not due and payable as of the date hereof.

10

4.7

REC 11932 pg 2871

SUBJECT FURTHER TO the following restrictive covenants which shall be independent real covenants running with the Property and shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective successors, assigns, heirs, executors, administrators and legal representatives, to wit:

(a) The Property herein described is to be used forever as the site of a public library, or upon the approval of the Grantor, which approval shall not be unreasonably withheld, for such other public use as requested by the Grantee. Grantee must commence construction of the public library or other approved public use within two (2) years of the date hereof and proceed diligently to complete and open it to the public.

It is further agreed by Grantee that the restriction on the use of the Property as the site of a public library (or for such other public use approved by Grantor) contained in the preceding paragraph shall, as between the parties hereto, their heirs, successors and assigns, be deemed to be and construed as express condition subsequent, on which this conveyance is made. If Grantee shall neglect or fail to perform and to comply strictly with the restrictions on the use of the Property contained herein Grantor and his successors, may at any time thereafter serve on Grantee a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing Grantee to remedy such default or breach. Should Grantee thereafter for a period of sixty (60) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on Grantee by Grantor, notifying it that Grantor elects that the title to the whole of the conveyed Property shall revert to Grantor; and thereupon the title to the whole of such Property shall immediately and without the necessity of any further action on the part of Grantor revert to and re-vest in Grantor, and Grantee shall lose and forfeit all of his rights, title, and interest in and to the whole of the conveyed Property and to the improvements and fixtures thereon, and Grantor shall have the right of re-entry to the conveyed Property.

(b) For a period of thirty (30) consecutive years from the date hereof, the Grantee shall maintain the property in good order, condition and repair in a manner comparable to that used in the maintenance of the Miami International Mall, including, but not limited to, keeping the landscaping, parking areas and exterior in good repair and in a neat and clean condition, free of accumulation of trash and debris, including repair of potholes in parking lot areas, periodic restriping of parking areas, periodic mowing of grass,

removal and replacement of dead shrubbery and repair, as needed, of the building or buildings thereon, both interior and exterior. In the event Grantee shall fail to so maintain the property, within ten (10) days after notice from Grantor (or if the maintenance is of such nature as cannot reasonably be performed within ten (10) days, then if Grantee fails to commence to cure within ten (10) days, thereafter diligently pursue the same to completion,) then Grantor may perform the maintenance and Grantee shall promptly reimburse Grantor for the cost thus incurred, plus twenty-five percent (25%) management fee. For the purpose of the immediately preceding sentence, Grantor has the right of entry upon the property to perform such maintenance during normal business hours and shall in no event be held to be a trespasser upon the property.

If Grantee fails to reimburse Grantor for its costs incurred and the management fee aforesaid within ten (10) days after written demand therefor, then Grantor is hereby granted a lien on the property, which lien shall secure said monies due, together with interest thereon at the highest rate permitted under the laws of the State of Florida, and the costs of enforcing said lien, including court costs and a reasonable attorney's fee. The lien herein granted shall be effective from and after the date of recording Grantor's Claim of Lien in the Public Records of Dade County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided shall have been paid.

(c) For a period of (10) years following the date hereof, Grantee shall not commence construction of buildings or other improvements on the Property without first receiving Grantor's written approval of all plans and specifications, including, but not limited to, site plan, exterior elevations, landscaping, grading, utilities and signs, which approval shall not be unreasonably withheld. In the event that within ninety (90) days, Grantor has not given its written approval, Grantee may request an immediate arbitration procedure held in Dade County under a single arbitrator to be mutually selected by Grantor and Grantee. If no such arbitrator can be so selected within ten days, such single arbitrator shall be selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. In resolving any dispute, the arbitrator shall determine, in the light of all the circumstances, what is fair and equitable. The decision of the arbitrator shall be binding upon the parties and may be enforced in any court having jurisdiction.

(d) Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements, nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

(e) The parties further agree that, as no measure of damages can be set for the violation of the covenants, conditions, restrictions and agreements contained herein, the same may be enforced by injunction suit brought by the aggrieved party.

(f) Whenever notice is required to be given Grantor hereunder, it shall be deemed to have been properly given when mailed by registered mail to the address shown on the real property tax duplicate of the then record title owner of that portion of the adjoining Miami International Mall Shopping Center personally owned by Grantor.

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

And Grantor will warrant and defend title to the above granted Property against all parties lawfully claiming the same from, through or under it.

And the said Grantor hereby covenants and warrants that it is fully authorized to convey the Property as set forth herein.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed, the day and year first above written.

Signed in the Presence of: WEST DADE COUNTY ASSOCIATES, a Florida General Partnership  
By DeBARTOLO-MIAMI ASSOCIATES, a General Partner

Edw. J. DeBartolo, Sr.

By [Signature]  
Edward J. DeBartolo, Sr.

Judy Griffith

By [Signature]  
Edward J. DeBartolo, Jr.

By ROLAND INTERNATIONAL CORPORATION, general partner

[Signature]

By [Signature]  
Vice President

[Signature]

Attest [Signature]  
Asst. Secretary

By FEDERATED STORES REALTY, INC., general partner

[Signature]

By [Signature]  
Vice President

[Signature]

Attest [Signature]  
Asst. Secretary



STATE OF OHIO )  
 )SS:  
COUNTY OF MAHONING )

The foregoing instrument was acknowledged before me this 11th day of April, 1983, by EDWARD J. DeBARTOLO and EDWARD J. DeBARTOLO, JR., general partners, of DeBARTOLO-MIAMI ASSOCIATES, an Ohio general partnership, on behalf of the partnership.

*James R. Loshinsky*



JAMES R. LOSHINSKY, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission Expires No. Expires Date  
SEC. 147.03 R. C.

STATE OF FLORIDA )  
 )SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 4th day of May, 1983, by MARTIN J. ASSEL, Vice President of ROLAND INTERNATIONAL CORPORATION, a Delaware Corporation on behalf of the corporation.

*Martin J. Assel*

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 8 1985  
BOND \$250 GENERAL INS. UNDERWRITERS



STATE OF Ohio )  
 )SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this April 25, 1983, by ~~JAMES B. SCAMMEL~~ HAROLD, Vice President of FEDERATED STORES REALTY, INC., a Delaware Corporation, on behalf of the corporation.

*Klaus M. Ziermayer*

KLAUS M. ZIERMAIER, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission Expires No. Expires Date  
Section 147.03 R.C.



This Instrument Prepared By:  
James R. Loshinsky  
Attorney at Law - Ohio  
7620 Market Street  
Youngstown, Ohio 44512

RECORDED BY OFFICIAL RECORDS UNIT  
OF CLERK COUNTY, FLORIDA  
RECORD NUMBER  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT

#185  
06-08-05 WRLC  
REF. DWG.  
856 P-24  
REV. 7-20-05(WRLC)  
REV. 8-10-05(WRLC)

MIAMI INTERNATIONAL MALL  
GRANTED ACCESS EASEMENT

An easement located in part of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest ¼ of said Section 32;

thence S 89° 20' 56" W along the South line of said Section 32 for a distance of 118.68 feet to a point;

thence N 01° 43' 13" W for a distance of 80.01 feet to a point on the northerly right-of-way of N.W. 12<sup>th</sup> Street;

thence along said right-of-way line S 89° 20' 56" W a distance of 550.24 feet to the Point of Beginning of said easement;

thence leaving said northerly right-of-way line N 44° 20' 56" W a distance of 104.65 feet to a point;

thence N 00° 39' 04" W a distance of 30.74 feet to a point;

thence N 34° 00' 00" W a distance of 356.72 feet to a point;

thence N 45° 56' 45" E a distance of 190.52 feet to a point;

thence 60.36 feet along a curve to the right having a radius of 150.00 feet and a central angle of 23° 03' 15" to a point;

thence N 69° 00' 00" E a distance of 360.94 feet to a point;

thence 245.30 feet along a curve to the left having a radius of 400.00 feet and a central angle of 35° 08' 13" to a point;

thence Due West a distance of 62.29 feet to a point;

thence 179.87 feet along a curve to the right having a radius of 350.00 feet and a central angle of 29° 26' 44" to a point;

thence S 69° 00' 00" W a distance of 402.56 feet to a point;

thence S 45° 00' 00" W a distance of 30.17 feet to a point;

thence S 49° 38' 55" W a distance of 238.24 feet to a point;

thence 46.22 feet along a curve to the right having a radius of 561.00 feet and a central angle of 04° 43' 12" to a point;

thence S 34° 00' 00" E a distance of 364.25 to a point;

thence S 14° 00' 00" E a distance of 24.70 feet to a point;

thence S 44° 20' 56" W a distance of 104.65 feet to a point on the northerly right-of-way of N.W. 12<sup>th</sup> Street;

thence along said right-of-way line N 89° 20' 56" E a distance of 248.01 feet to the Point of Beginning of said easement, containing 2.192 Acres, more or less.

*This instrument prepared by:*

F. Ronald Mastriana, Esq.  
MASTRIANA & CHRISTIANSEN, PA  
1500 North Federal Highway, Suite 200  
Fort Lauderdale, Florida 33304

*Exhibit "D" to Agreement With Miami-Dade County*

**ACCESS EASEMENT AND RECIPROCAL PARKING AGREEMENT**

**THIS ACCESS EASEMENT AND RECIPROCAL PARKING AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_ 2005, by and between WEST DADE COUNTY ASSOCIATES, a Florida general partnership, with a mailing address of National City Center, 115 West Washington Street, Indianapolis, Indiana 46204, ("Grantor") in favor of MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("Grantee").

**WITNESSETH**

Grantor is the owner in fee simple of certain real property located in Miami-Dade County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Burdened Parcel"); and

Grantor and Grantee desire to grant and receive certain easements on the terms and conditions hereinafter set forth, pursuant to the Agreement with Miami-Dade County to which this document is attached.

**NOW, THEREFORE**, in consideration of the sum of Ten and NO/100 U.S. Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto on behalf of themselves and their respective successors and assigns, covenant and agree as follows:

**AGREEMENT**

**1. Access Easement:**

Grantor hereby grants to and for the benefit of the real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Benefited Parcel"), a non-exclusive, perpetual easement (the "Easement") for pedestrian and vehicular ingress and egress only, over and across all paved driveways, interior roadways, access points, curb cuts, and walkways as presently or hereafter constructed or modified and constituting a part of the Burdened Parcel, for the purpose of providing access to and from the Benefited Parcel.

**2. Reciprocal Parking Easement:**

Each party hereby grants to the other party, their officers, employees, agents, customers, business visitors, business guests, licensees, and invitees and those of its tenants, for the benefit of each other's site as herein described, the nonexclusive right, privilege and easement to park on each other's parking area so that both parties can mutually enjoy the parking facilities of the other as needed for excess parking. The parties further agree that the County and/or International Mall may, in their sole discretion, limit said cross easement rights of the parking spaces on their property, as necessary to limit the impact on existing uses of their property.

**3. Indemnification:**

Each party having rights with respect to an easement granted hereunder shall indemnify and hold the party whose parcel is subject to the easement harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of such party, its permittees, and their respective contractors, employees, agents, or others acting on behalf of such party.

**4. Term:**

The Easement granted herein shall remain in full force and effect in perpetuity, unless modified, amended, cancelled, or terminated by the written consent of all of the then record owners of the subject property and the County.

**5. Covenants to Run With the Land:**

It is intended that the Easement set forth herein shall run with the subject property and create an equitable servitude in favor of the real property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein of the real property burdened thereby, and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

**6. Conditions:**

The interest granted hereby is and shall be subject to all covenants, conditions, restrictions, reservations, rights-of-way, easements, liens for assessments, if any, limitations on title, if any, and ad valorem taxes for the current year and subsequent years, including, without limitation, the dedications, provisions and other matters affecting the Mall property appearing and contained in the Public Records of Dade County, Florida.

**7. Enforceability:**

If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the undersigned has executed this Easement the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

GRANTOR:

**WEST DADE COUNTY ASSOCIATES,**  
A Florida general partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA        )  
  ) ss.:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, as \_\_\_\_\_ of Simon Property Group, Inc., a Delaware corporation, the manager of West Dade County Associates, a Florida general partnership, on behalf of the corporation, who is either \_\_\_\_\_ personally known to me, or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

#171  
01/02/02  
Ref. Dwg.  
856 P-20

EXHIBIT "A"

MIAMI INTERNATIONAL MALL  
DEVELOPER'S TRACT  
41.355 ACRES

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 1202.07 feet to a point; thence N 88° 16' 47" E, a distance of 88.99 feet to a point on the easterly right-of-way line of N.W. 107th Ave., said point also being the principal point and place of beginning of the following description:

Thence N 01° 43' 13" W, along said easterly right-of-way line, a distance of 400.06 feet to a point; thence N 88° 16' 47" E, a distance of 40.00 feet to a point; thence N 01° 43' 13" W, a distance of 45.00 feet to a point; thence S 88° 16' 47" W, a distance of 40.00 feet to a point on said easterly right-of-way line; thence N 01° 43' 13" W, along said easterly right-of-way line, a distance of 416.68 feet to a point; thence S 46° 43' 13" E, a distance of 104.65 feet to a point; thence N 88° 16' 47" E, a distance of 22.04 feet to a point; thence S 77° 21' 36" E, a distance of 87.18 feet to a point; thence S 63° 00' 00" E, a distance of 68.58 feet to a point; thence N 45° 00' 00" E, a distance of 459.09 feet to a point; thence due north, a distance of 15.00 feet to a point; thence N 45° 00' 00" W, a distance of 293.65 feet to a point; thence N 56° 40' 50" W, a distance of 102.84 feet to a point; thence N 80° 02' 25" W, a distance of 102.84 feet to a point; thence S 88° 16' 47" W, a distance of 115.08 feet to a point; thence S 43° 16' 47" W, a distance of 104.65 feet to a point on said easterly right-of-way line; thence N 01° 43' 13" W, along said easterly right-of-way line, a distance of 157.41 feet to a point; thence N 89° 38' 52" E, a distance of 354.68 feet to a point; thence S 45° 00' 00" E, a distance of 419.65 feet to a point; thence due east, a distance of 15.00 feet to a point; thence N 45° 00' 00" E, a distance of 424.98 feet to a point; thence N 89° 38' 52" E, a distance of 1194.28 feet to a point; thence S 01° 43' 13" E, a distance of 2311.60 feet to a point; thence S 89° 20' 56" W, a distance of 434.74 feet to a point; thence S 34° 00' 00" E, a distance of 160.85 feet to a point; thence S 00° 39' 04" E, a distance of 30.74 feet to a point; thence S 44° 20' 56" E, a distance of 104.65 feet to a point on the northerly right-of-way line of N.W. 12th St.; thence S 89° 20' 56" W, along said northerly right-of-way line, a distance of 248.01 feet to a point; thence N 44° 20' 56" E, a distance of 104.65 feet to a point; thence N 14° 00' 00" W, a distance of 24.70 feet to a point; thence N 34° 00' 00" W, a distance of 300.89 feet to a point; thence S 70° 00' 00" W, a distance of 214.37 feet to a point; thence due west, a distance of 230.77 feet to a point; thence N 67° 30' 00" W, a distance of 244.67 feet to a point; thence N 45° 00' 00" W, a distance of 145.34 feet to a point; thence due

west, a distance of 35.08 feet to a point; thence S 45° 00' 00" W, a distance of 90.00 feet to a point; thence S 34° 20' 59" W, a distance of 15.00 feet to a point; thence S 10° 39' 01" E, a distance of 104.65 feet to a point on said northerly right-of-way line of N.W. 12th St.; thence N 55° 39' 01" W, a distance of 120.00 feet to a point; thence continuing along said northerly right-of-way line, 124.97 feet along an arc to the left, having a radius of 994.93 feet and a chord of 124.89 feet, bearing N 59° 14' 54.9" W to a point; thence N 79° 20' 59" E, a distance of 106.89 feet to a point; thence N 34° 20' 59" E, a distance of 20.00 feet to a point; thence N 45° 00' 00" E, a distance of 113.60 feet to a point; thence due north, a distance of 14.14 feet to a point; thence N 45° 00' 00" W, a distance of 70.85 feet to a point; thence N 60° 00' 00" W, a distance of 235.68 feet to a point; thence N 45° 00' 00" W, a distance of 289.61 feet to a point; thence N 34° 00' 00" W, a distance of 73.61 feet to a point; thence N 24° 00' 00" W, a distance of 73.60 feet to a point; thence N 13° 00' 00" W, a distance of 130.75 feet to a point; thence S 88° 16' 47" W, a distance of 77.20 feet to a point; thence S 43° 16' 47" W, a distance of 104.65 feet to a point on the easterly right-of-way line of N.W. 107th Ave., said point also being the principal point and place of beginning.

Less and except the following parcels:

#### **SITE 1 (SEARS SITE)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 2644.15 feet to a point; thence N 89° 38' 52" E, a distance of 1228.85 feet to a point; thence S 00° 21' 08" E, a distance of 46.51 feet to the principal point and place of beginning of the following description:

Thence due east, a distance of 280.00 feet to a point; thence 247.40 feet along an arc to the right, having a radius of 315.00 feet and a chord of 241.09 feet, bearing S 67° 30' 00" E to a point; thence S 45° 00' 00" E, a distance of 297.19 feet to a point; thence S 45° 00' 00" W, a distance of 426.52 feet to a point; thence due West, a distance of 472.87 feet to a point; thence S 45° 00' 00" W, a distance of 171.25 feet to a point; thence N 45° 00' 00" W, a distance of 413.50 feet to a point; thence S 45° 00' 00" W, a distance of 16.00 feet to a point; thence N 45° 00' 00" W, a distance of 60.63 feet to a point; thence N 45° 00' 00" E, a distance of 342.12 feet to a point; thence N 38° 11' 22.8" E, a distance of 75.89 feet to a point; thence 267.04 feet along an arc to the right, having a radius of 340.00 feet and a chord of 260.22 feet, bearing N 67° 30' 00" E to the principal point and place of beginning and containing 12.993 acres of land more or less.

#### **SITE 2 (DILLARD'S)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89° 20' 56" E, along the South line of said Section 32, a distance of 2250.00 feet to a point; thence N 01° 43' 13" W, a distance of 1149.03 feet to a point; thence S 88° 16' 47" W, a distance of 45.00 feet to the principal point and place of beginning of the following description:

Thence 236.47 feet along an arc to the right, having a radius of 290.00 feet and a chord of 229.98 feet, bearing S 21° 38' 23.5" W to a point; thence S 45° 00' 00" W, a distance of 290.92 feet to a point; thence N 45° 00' 00" W, a distance of 153.01 feet to a point; thence N 45° 00' 00" E, a distance of 31.50 feet to a point; thence N 45° 00' 00" W, a distance of 149.59 feet to a point; thence due West, a distance of 202.42 feet to a point; thence due North, a distance of 371.75 feet to a point; thence N 51° 40' 46.4" E, a distance of 158.05 feet to a point; thence due North, a distance of 47.00 feet to a point; thence due East, distance of 260.00 feet to a point; thence due South, a distance of 131.02 feet to a point; thence due East, a distance of 294.54 feet to a point; thence S 01° 43' 13" E, a distance of 202.51 feet to the principal point and place of beginning and containing 8.017 acres of land more or less.

#### **SITE 3 (BURDINES "B")**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89° 20' 56" E, along the South line of said Section 32, a distance of 2250.00 feet to a point; thence N 01° 43' 13" W, a distance of 1149.03 feet to a point; thence S 88° 16' 47" W, a distance of 45.00 feet to a point; thence 236.47 feet along an arc to the right, having a radius of 290.00 feet and a chord of 229.98 feet, bearing S 21° 38' 23.5" W to a point; thence S 45° 00' 00" W, a distance of 322.42 feet to the principal point and place of beginning of the following description:

Thence continuing S 45° 00' 00" W, a distance of 73.99 feet to a point; thence S 49° 38' 55" W, a distance of 238.24 feet to a point; thence 773.51 feet along an arc to the right, having a radius of 561.00 feet and a chord of 713.68 feet, bearing N 84° 30' 00" W to a point; thence N 45° 00' 00" W, a distance of 185.00 feet to a point; thence 12.12 feet, along an arc to the left, having a radius of 344.00 feet and a chord of 12.12 feet, bearing N 46° 00' 35.1" W to a point; thence N 45° 00' 00" E, a distance of 197.85 feet to a point; thence N 45° 00' 00" W, a distance of 31.50 feet to a point; thence N 45° 00' 00" E, a distance of 198.00 feet to a point; thence S 45° 00' 00" E, a distance of 63.25 feet to a point; thence due East, a distance of 522.94 feet to a point; thence S 45° 00' 00" E, a distance of 365.60 feet to the principal point and place of beginning and containing 10.095 acres of land more or less.

#### **SITE 4 (BURDINES "A")**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows: Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 1274.13 feet to a point; thence N 88° 16' 47" E, a distance of 314.64 feet to the principal point and place of beginning of the following description:

Thence due north, a distance of 438.51 feet to a point; thence 259.97 feet along an arc to the right, having a radius of 331.00 feet and a chord of 253.34 feet, bearing N 22° 30' 00" E to a point; thence N 45° 00' 00" E, a distance of 102.22 feet to a point; thence S 45° 00' 00" E, a distance of 231.63 feet to a point; thence N 45° 00' 00" E, a distance of 31.50 feet to a point; thence S 45° 00' 00" E, a distance of 265.98 feet to a point; thence due East, a distance of 84.63 feet to a point; thence due South, a distance of 407.00 feet to a point; thence due West, a distance of 194.94 feet to a point; thence S 45° 00' 00" W, a distance of 410.62 feet to a point; thence N 45° 00' 00" W, a distance of 62.43 feet to a point; thence 264.30 feet, along an arc to the right, having a radius of 336.52 feet and a chord of 257.56 feet, bearing N 22° 30' 00" W to the principal point and place of beginning and containing 9.823 acres of land more or less.

#### **SITE 5 (DEVELOPER'S EXCHANGE PARCEL)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 01° 43' 13" W, along the West line of said Section 32, a distance of 2644.15 feet to a point; thence N 89° 38' 52" E, a distance of 1717.66 feet to the principal point and place of beginning of the following description:

Thence continuing N 89° 38' 52" E, a distance of 532.59 feet to a point; thence S 01° 43' 13" E, a distance of 476.94 feet to a point; thence S 45° 00' 00" W, a distance of 105.72 feet to a point; thence N 45° 00' 00" W, a distance of 721.50 feet to a point; thence N 45° E 00' 00" E, a distance of 53.79 feet to the principal point and place of beginning and containing 4.235 acres of land, more or less.

#### **SITE 6 (J. C. PENNEY SITE)**

Being a parcel of land located within Section 32, Township 53 South, Range 40 East, lying and being in Dade County, Florida, and further bounded and described as follows:

Beginning at a pipe in concrete marking the Southwest corner of said Section 32; thence N 89°

20' 56" E, along the South line of Section 32, a distance of 2250.00 feet to a point; thence N 01° 43' 13" W, a distance of 1149.03 feet to a point; thence S 88° 16' 47" W, a distance of 45.00 feet to a point; thence N 01° 43' 13" W, a distance of 263.14 feet to a point, said point being the principal point and place of beginning of the following description:

Thence due west, a distance of 244.73 feet to a point; thence due north, a distance of 102.00 feet to a point; thence due west, a distance of 432.00 feet to a point; thence due North, a distance of 386.97 feet to a point; thence N 45° 00' 00" E, a distance of 532.98 feet to a point; thence S 45° 00' 00" E, a distance of 274.31 feet to a point; thence 237.94 feet along an arc to the right, having a radius of 315.00 feet and a central angle of 43° 16' 47" to a point; thence S 01° 43' 13" E, a distance of 458.80 feet to a point, said point being the principal point and place of beginning and containing 9.619 acres of land more or less.

**The net acreage for the Developer's Tract Parcel being 41.355 acres of land, more or less.**

#177  
03/17/03  
REF. DWG.  
856 P-24  
REV.8-8-05WRLC

MIAMI INTERNATIONAL MALL  
40' WIDE RESERVED ACCESS AND GENERAL UTILITY EASEMENT

A portion of the South  $\frac{1}{2}$  of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest  $\frac{1}{4}$  of said Section 32; thence S  $89^{\circ} 20' 56''$  W along the South line of said Section 32 for a distance of 118.68 feet to a point; thence N  $01^{\circ} 43' 13''$  W for a distance of 80.01 feet to the point of beginning:

Thence S  $89^{\circ} 20' 56''$  W a distance of 40.01 feet to a point; thence N  $01^{\circ} 43' 13''$  W a distance of 482.01 feet to a point; thence due East a distance of 40.02 feet to a point; thence S  $01^{\circ} 43' 13''$  E a distance of 481.55 feet to the point of beginning of this easement description.

South  
Florida  
Regional  
Planning  
Council



EXHIBIT G

July 2, 2002

The Honorable Alexander Penelas  
Mayor  
Miami-Dade County  
111 NW First Street  
Miami, FL 33128

RE: Miami International Mall and Peripheral Development Notice of Proposed Change to  
Developments of Regional Impact

Dear Mayor Penelas:

Council staff has reviewed the Notice of Proposed Change for the Miami International Mall and  
Peripheral Development Developments of Regional Impact (DRIs). Staff review has identified no  
significant regional issues and the South Florida Regional Planning Council has no objection to the  
proposed change.

Pursuant to Chapter 380.06(19)(f)4, F.S., this letter is to inform you of the potential for the Council to  
participate at the public hearing concerning the proposed changes to the existing Miami  
International Mall and Peripheral Development DRIs. Council staff does not plan to participate at  
the public hearing.

Thank you for your continued assistance in the DRI process.

Should you have any questions, please do not hesitate to call me or John Hulsey of Council staff.

Sincerely,

Carolyn A. DeKle  
Executive Director

CAD/th

cc: Sarah MacDonald - Mastriana & Christiansen, P.A.  
Dickson Ezeala - Florida Department of Community Affairs  
Dianne O'Quinn Williams - Miami-Dade County Planning and Zoning  
John Kim - Miami-Dade County Public Works  
Phil Steinmiller - Florida Department of Transportation, District Six

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