

# Memorandum



**Date:** March 1, 2011

Agenda Item No. 8(M)(1)(A)

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

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

**Subject:** Gold Coast Railroad Museum Park  
Property Exchange in Support of Zoo Miami Entertainment Area

## **Recommendation**

It is recommended that the Board authorize the County Mayor or County Mayor's Designee (as applicable) to: (1) submit an Application through the U.S. Department of the Interior for the conveyance of approximately five acres of federal property from the United States Department of Justice, Bureau of Prisons (BOP) ("Application"), to the County (Attachment I); (2) accept the conveyance of federal property, as described in Exhibit A of the Quitclaim Deed (Attachment II); (3) convey approximately five acres of Zoo Miami land, described in Exhibit B of the Quitclaim Deed (Attachment II), to the BOP; (4) convey two emergency access easements ("Access Easements") on behalf of the County in favor of the BOP, as described in Exhibit C (Attachment II); (5) comply with all the terms of the Application; and (6) utilize Building Better Communities General Obligation Bond funds for the construction of a moat crossing on one of the Access Easements in the amount of \$100,000, if funds to be provided by the private developer of the Zoo Miami Entertainment Area are unavailable by June 2015.

## **Scope**

The property exchange would impact both the Gold Coast Railroad Museum Park ("Museum Park"), located at 12450 SW 152 Street, Miami, FL, and Zoo Miami, located at 12400 SW 152 Street (Map 1). Both Museum Park and Zoo Miami are of countywide significance and are located within County Commission District 9.

## **Fiscal Impact/Funding Source**

Expansion of the Park property will provide necessary employee parking for the Zoo Miami Entertainment Area (as defined below), and will significantly enhance County efforts to create jobs and parking revenue within the Entertainment Area (as defined below). Since the overflow parking will benefit the Entertainment Area, funding for a moat crossing, which is part of aforementioned emergency access easement connecting the Zoo Miami property to the Museum Park property, at a cost of \$100,000, will be provided by the private developer competitively selected to develop, build, and operate the Zoo Entertainment Area and water park. If the private developer has not been selected or has not paid such cost by June 2015, the County will fund the construction using GOB Project No. 48 – "Zoo Miami" funds, Index Code CPD048PR1625 (allocated for Zoo-wide Improvements and Entry) and then require reimbursement from the developer no later than June 2017.

The County will gain a property for parking valued in excess of \$300,000 and, aside for the \$100,000 GOB investment to improve the moat crossing, the County will incur only a minor fiscal impact to operate the parking lot. The actual dollar amount required to operate the parking lot is unknown at this time. Further, the County will be conveying a buffer property valued at less than \$100,000.

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
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**Track Record/Monitor**

Kevin Asher, Special Projects Manager of the Miami-Dade County Park and Recreation Department, will monitor the acquisition.

**Background**

The Miami-Dade Park and Recreation Department (the "Department") has been working to develop Zoo Miami by creating an area that includes a water park, a family entertainment center, a hotel, a zoo, and railroad/military museums ("Entertainment Area"). The Entertainment Area is expected to attract significantly higher visitor attendance than the zoo alone. As such, peak day projections suggest that on certain days the need for parking within the Entertainment Area will exceed available parking spaces. In anticipation of overflow parking needs, the Department has negotiated the acquisition of approximately five (5) acres of land from the BOP in exchange for the conveyance of approximately five (5) acres of Zoo Miami property and the conveyance of two emergency access easements to the BOP.

The County's Application would allow the County to acquire approximately five acres of surplus land located within the BOP's property, located at 15801 SW 137 Avenue, a description of which is attached hereto as Attachment II, Exhibit A. In exchange for this acquisition, the BOP requires that the County convey approximately five acres of land outside of the Zoo Miami fence to the BOP, a description of which is attached hereto as Attachment II, Exhibit B. Since the conveyance parcel is located outside of the Zoo Miami fence, it is not foreseen that this land will be useful to the County anytime in the future. The BOP also requires that the County establish and develop four (4) federal access easements, two (2) of which have already been established and approved by this Board (R-819-06), as a condition precedent to taking title to the BOP property (Attachment III). The remaining two will be conveyed and improved as part of this item.

Acquisition of the Surplus Property is subject to the provisions of the Federal Property and Administrative Act of 1949, as amended ("The Act"), which requires an application to the Department of Interior, National Park Service Federal Lands to Parks Program for federal surplus property. The Act also requires that the County designate a person legally authorized to apply for the property to be acquired. Importantly, upon acquisition of the property, BOP requires, among other things, that the County: (1) use the property exclusively for park and recreation purposes and according to a Program of Utilization contained in Part B of the Application; (2) erect and maintain a conspicuous sign near the principal points or points of access to the property indicating that the property was donated by the National Park Service; (3) prepare biennial reports describing the development and use of the property and any revenue generated from its operation during the preceding two-year period; (4) and use revenues received through concession agreements, use permits, or other fees generated by activities on the property solely for the implementation of an approved Program of Utilization or other park and recreational purposes.

Attachments

  
\_\_\_\_\_  
Alex Muñoz  
Assistant County Manager



# MEMORANDUM

(Revised)

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

**DATE:** March 1, 2011

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(M)(1)(A)

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.8 (M) (1) (A)  
3-1-11

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

RESOLUTION AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF THE INTERIOR FOR THE CONVEYANCE OF APPROXIMATELY FIVE ACRES OF FEDERAL PROPERTY TO EXPAND GOLD COAST RAILROAD MUSEUM PARK; (2) ACCEPT CONVEYANCE OF FEDERAL PROPERTY IN EXCHANGE FOR FIVE ACRES OF COUNTY LAND, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AND THE GRANTING OF TWO EMERGENCY ACCESS EASEMENTS TO THE BUREAU OF PRISONS; (3) EXECUTE AND RECORD ALL DEEDS RECEIVED FROM THE BUREAU OF PRISONS IN CONNECTION WITH THE AFOREMENTIONED LAND EXCHANGE AND COMPLY WITH ALL THE TERMS OF THE APPLICATION AND QUITCLAIM DEED RECEIVED FROM BUREAU OF PRISONS; AND (4) FUND CONSTRUCTION OF A MOAT CROSSING ON ONE OF THE EMERGENCY ACCESS EASEMENTS WITH BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS IN THE AMOUNT OF \$100,000, IF PRIVATE DEVELOPER FUNDS ARE NOT AVAILABLE BY JUNE 2015

**WHEREAS**, this Board desires to accomplish the purpose 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:

**Section 1.** This Board authorizes the County Mayor or County Mayor's designee to:  
(1) submit an application through the U.S. Department of the Interior for the conveyance of approximately five acres of federal property from the United States Department of Justice, Bureau of Prisons (BOP) ("Application"), to the County (Attachment I); (2) accept the conveyance of federal property, as described in Exhibit A of the Quitclaim Deed (Attachment

1

II); (3) convey approximately five acres of Zoo Miami land, described in Exhibit B of the Quitclaim Deed (Attachment II), to the BOP; (4) convey two emergency access easements (“Access Easements”) on behalf of the County in favor of the BOP, as described in Exhibit C (Attachment II); (5) comply with all the terms of the Application; and (6) utilize Building Better Communities General Obligation Bond funds for the construction of a moat crossing on one of the Access Easements in the amount of \$100,000, if funds to be provided by the private developer of the Zoo Miami Entertainment Area are unavailable by June 2015.

**Section 2.** This Board directs the County Mayor to execute and record any and all deeds received from the BOP authorized herein in the public records of Miami-Dade County and to provide a recorded copy of such deed(s) to the Clerk of the Board within thirty (30) days of execution of deeds.

**Section 3.** This Board also directs the Clerk of the Board to attach and permanently store a recorded copy of any and all deeds received from the BOP authorized herein together with this resolution.

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

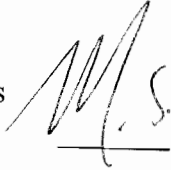
Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of March, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.



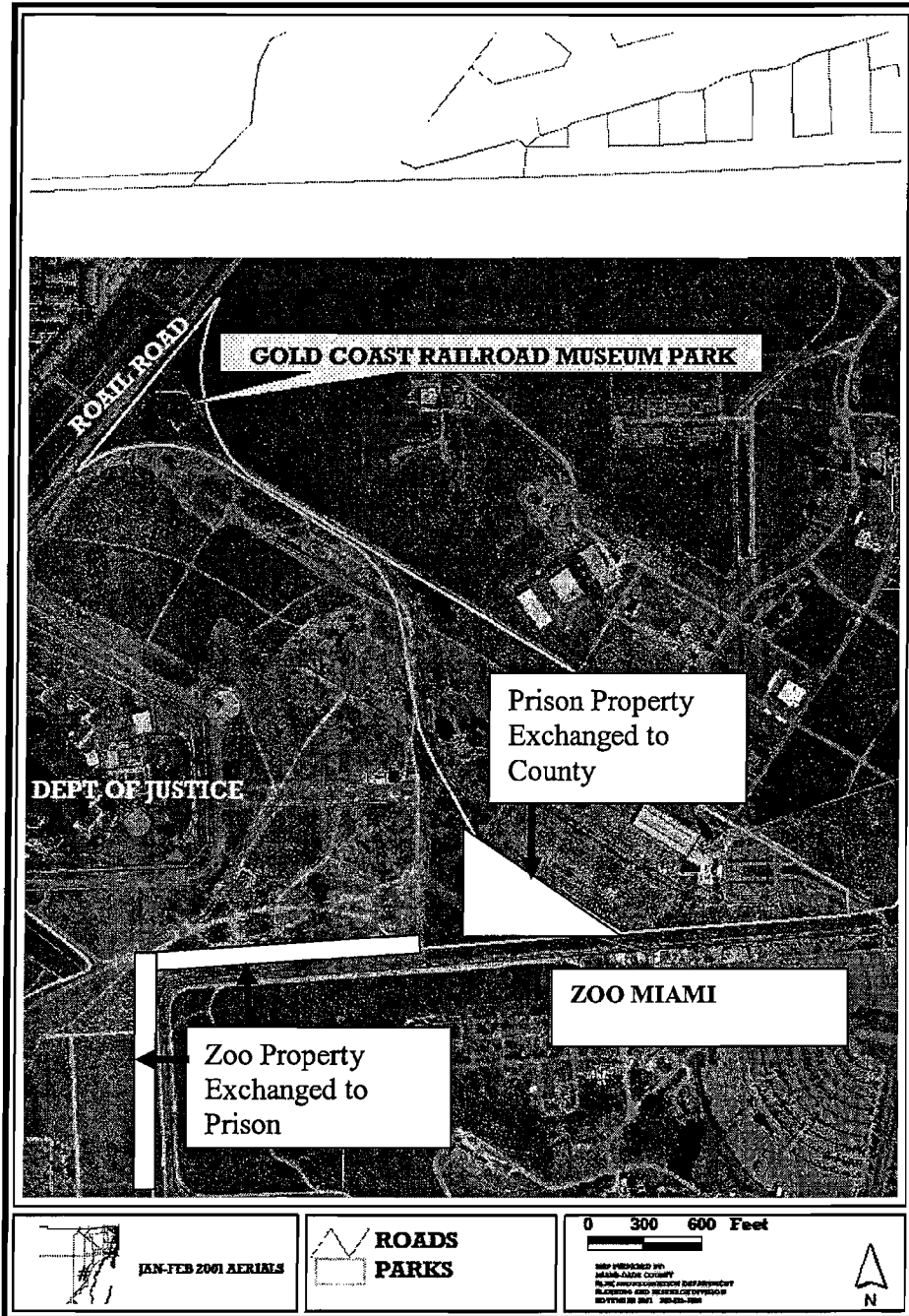
Martin W. Sybblis

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

Map 1  
Property Location



**MIAMI-DADE COUNTY  
PARK AND RECREATION DEPARTMENT  
GOLD COAST RAILROAD MUSEUM PARK**



**FEDERAL BUREAU OF PRISONS    ATTACHMENT I**  
**Application for Federal Surplus Property**  
**for Public Park and Recreation Purposes**

**PART A**

October 15, 2010

Bill Huie  
Federal Lands to Parks Coordinator  
National Park Service  
Southeast Region  
1000 Alabama Street – S.W.  
Atlanta, Georgia 30303

Dear Mr. Huie:

The undersigned, Miami-Dade County Park and Recreation Department, Florida, hereinafter referred to as the Applicant or Grantee, acting by and through:

County Mayor or Mayor's Designee  
Stephen P. Clark Building  
111 N.W. 1 Street  
Miami, Florida 33128

hereby makes application to the U.S. Department of the Interior, National Park Service, acting for and on behalf of the Secretary of the Interior pursuant to Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949, as amended [40 U.S.C. § 505(e)], and in accordance with the regulations and policies of the U.S. Department of the Interior for the transfer of the following property which has been declared surplus by the General Services Administration and is subject to assignment to the Secretary of the Interior for disposal for public park or recreation purposes:

US Department of Justice, Bureau of Prisons (BOP)  
15801 SW 137 Avenue  
Miami, Florida

Acres: 4.95

General Services Administration Control Number: 4-J-FL-0546-AL

The property is more fully described in Part B of this application, attached hereto and made a part thereof. Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application, and the Applicant recognizes and agrees that any such transfer will be made by the United States of America in reliance on said agreement. The undersigned understands and agrees that the application is made and the property is conveyed subject to the following



terms and conditions which may be enforced through a reversionary right in the property reserved to the United States of America.

1. This application and its acceptance by the National Park Service shall constitute the entire agreement between the Applicant and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding only once the instrument of conveyance for the property is duly recorded by the Applicant.
2. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.
3. The Applicant understands and agrees that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume constructive possession of the property upon receipt of written notification from the National Park Service. Should the Applicant fail to assume constructive possession of the property, it shall nonetheless be charged with constructive possession upon receipt of such notification from the National Park Service.
5. At the date of assumption of constructive possession of the property, or the date of conveyance, which ever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the United States of America in lieu of taxes; and for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership, if applicable.
6. If a purchase price is due, the Applicant shall tender the purchase price to the United States of America on a mutually agreeable date after the property has been assigned to the National Park Service.
7. Conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the National Park Service without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions:
  - a. The Grantee shall forever use the property exclusively for public park and recreational use in accordance with its application for property, particularly the Program of Utilization contained in Part B of the application, and approved amendments thereto, as provided below.
  - b. The Program of Utilization contained in Part B of the application may be amended only for the continued use of the property for public park or recreational purposes at the request of either the Grantee or the National Park Service with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and of this Quitclaim Deed, and shall be consistent with purposes for which the property was originally transferred. The Grantee shall furnish any documentation, maps, photographs,

studies, and other information to support the request as requested by the National Park Service to evaluate any proposed use or development of the property.

- c. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the National Park Service agrees in writing can assure the continued use and maintenance of the property for public park or recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property, or from providing related recreational facilities and services consistent with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.
- d. The Grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: "The National Park Service, U.S. Department of the Interior, donated this land to the *name of Grantee* for public recreational use through the Federal Lands to Parks Program."
- e. Beginning two years from the date of conveyance, the Grantee shall prepare biennial reports describing the development and use of the property, and any revenue generated from its operation during the preceding two-year period. The Grantee shall prepare and submit ten consecutive biennial reports to the appropriate National Park Service office and further as the National Park Service may determine to be necessary.
- f. All revenue received by the Grantee through concession agreements, use permits, or other fees generated by activities on the property shall be used only for the implementation of an approved Program of Utilization or the operation of park and recreation facilities and programs on the property. After the Program of Utilization is completed, and as long as the property is properly and sufficiently operated and maintained, the revenue may be used only for other public park and recreational purposes by the Grantee. Any revenue received by the Grantee which is generated through the operation of the property shall be listed and accounted for in its biennial reports to the National Park Service.
- g. The Grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the Grantee shall be subject to any use restrictions issued under said Act and Orders.
- h. The Grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation,

program, or activity on or related to the property requested in this application, including, but not limited to:

All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age;

The Architectural Barriers Act of 1968, as amended (82 Stat. 718), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (104 Stat. 337), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

The Applicant further agrees to require any other person or entity who, through contractual or other arrangements with the Applicant, is authorized to provide services or benefits on or in connection with the property requested herein, and to promptly take and continue to take such action as may be necessary to effect this agreement.

- i. Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging.
- j. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Properties Management regulations in effect at the time of the reversion. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous

substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9620 (h)).

- k. The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.
  - l. The failure of the National Park Service, or any other agency of the United States, to exercise any right or remedy granted under this agreement shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time.
  - m. The Grantee, its successors and assigns, shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the Grantee's or the Grantee's agent's use or occupancy of the property and or the Grantee's failure to comply with the terms of this deed, subject to F.S. 768.28.
  - n. The United States of America shall have the right to reserve all oil, gas, and mineral rights in the property.
  - o. In the event Grantee violates or otherwise fails to comply with any of the restrictions and covenants set forth herein, Grantee shall correct or cure the default/violation within forty five (45) days of notification of the default by Grantor. If Grantee fails to remedy the default within forty five (45) days, Grantor shall have the right to re-enter and take possession of the property and to terminate and revest in Grantor the estate conveyed by Deed to Grantee.
8. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole expense. The National Park Service will, however, cooperate with the Applicant or its authorized agent in this effort and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. The United States of America will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
9. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the Applicants expense within 30 days of their receipt in the manner prescribed by local recording statutes. This Applicant shall provide the National Park Service with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording, if applicable.
10. The Applicant agrees to comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) by (a) consulting with the State Historic Preservation Officer and conducting investigations, as necessary, to identify sites and resources on the property listed on or

eligible for nomination to the National Register of Historic Places, (b) notifying the National Park Service and disposal agency of the existence of any such sites and resources, and (c) complying with the requirements of 36 C.F.R. Part 800, as established under the National Historic Preservation Act of 1966, as amended, to avoid or mitigate adverse effects on such sites and resources.

11. The National Park Service or disposal agency may require additional reservations, restrictions, and conditions in the instrument of conveyance to safeguard the interests of the United States of America, including covenants relating to environmental protection and historic preservation. The National Park Service will give the Applicant sufficient opportunity to review any additional requirements prior to the conveyance of title to the property.

I agree that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States of America, incorporating the substance of the foregoing agreement, with such provisions to consist of (1) a condition, coupled with a right reserved to the United States of America to cause the property to revert to the United States of America at its option in the event of any breach of such condition, and (2) a covenant running with the land. The Applicant understands that the United States of America shall have the right to seek judicial enforcement of this agreement, and that this agreement shall be binding upon the successors and assigns of the Applicant.

Miami-Dade County

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
County Mayor or Mayor's Designee

ACCEPTANCE BY THE GOVERNMENT  
BY \_\_\_\_\_

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

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

Accepted by and on behalf of the United States of America  
this \_\_\_\_ day of 20 \_\_\_\_

NATIONAL PARK SERVICE

**U.S. DEPARTMENT OF JUSTICE  
BUREAU OF PRISONS (BOP)  
Application for Federal Surplus Property  
for Public Park and Recreation Purposes**

**PART B**

**1. DESCRIPTION OF PROPERTY**

**a) Narrative**

Miami-Dade County Park and Recreation Department submits to the National Park Service the following Program of Utilization and Justification for acquiring the U.S. Department of Justice, Bureau of Prison ("BOP") property (described below) through the U.S. Department of Interior, National Park Service, Federal Lands to Parks Program. The acquisition of this land is to be facilitated through a 100 percent discount conveyance of 4.95 acres that have been designated as Federal Surplus Property by the U.S. General Services Administration for the National Park Service. The subject property is undeveloped and is located in the southwestern portion of Miami Dade County, Florida as illustrated on (Exhibit 1).

The property lies within the BOP, with Zoo Miami on the east, Larry and Penny Thompson Park on the south, and the U.S. Army to the north. The site is accessed through the Metropolitan Correction Center from the west or the Gold Coast Railroad Museum Park from the east, since the BOP has been passively managed as part of the Gold Coast Railroad Museum Park property through a letter agreement for the last twenty-five (25) years.

Although the BOP Property is part of a larger designated area consisting of 853-acres of pine rockland forest known as the Richmond Pinelands Area, it was principally used as a paved runway apron and the lack of any resource management for over fifty (50) years on the unpaved area has rendered it very overgrown. The natural communities, which were largely removed by the military to develop the site are in poor condition, with the principal non-native/invasive plant species Australian pine (*Casuarina equisetifolia*), Burma reed (*Neyraudia reynaudiana*), napier grass (*Pennisetum purpureum*), Brazilian pepper (*Schinus terebinthifolius*), woman's tongue (*Albizia lebbek*), and lead tree (*Leucaena leucocephala*) dominating the vegetative cover.

There are no bodies of water on the property. However, south of the site, along the northern boundary of Miami-Dade County Zoo Miami, is a canal constructed as a buffer. South of the site is a recreational lake constructed within Larry and Penny Thompson Park.

The topography of the site does not vary, except for certain fill piles, lying approximately 15 feet high in elevation.

**b) Location Map**

The BOP property, which at present includes the project site, is located in southwest Miami-Dade County. It is situated between SW 137 Avenue on the west, Larry and Penny Thompson Park on the south, Zoo Miami and Gold Coast Railroad Museum Park on the east and the U.S. Army on the north (Exhibit 2).

### **c) Legal Description**

The northwest one-quarter of Section 35, Township 55 South, Range 39 East, less the North 35' feet, the South 35' feet, and the West 35' feet for Right of Way purposes, all lying in Miami-Dade County Florida, comprising 4.95 acres more or less (Exhibit 3).

### **d) Property Photographs (Exhibit 4)**

Photograph 1 Australian Pines dominate the tree canopy of the site

Photograph 2 Paved surfaces remain on much of the ground areas

Photograph 3 Exotic trees and shrubs have grown out of formerly paved areas.

Photograph 4 The Site lies adjacent to the Gold Coast Railroad Museum Park property.

Photograph 5 The Site lies within the former Richmond Naval Air Station constructed in 1943.

Photograph 6 The former Military installation functioned as a blimp base.

## **2. PROGRAM OF UTILIZATION**

### **a) Narrative**

The Zoo Miami Entertainment Area is a 120-acre attraction area planned to include a water park, family entertainment area, museums and hotel. Along with the 2010 revised Gold Coast Railroad Museum Park General Plan, a Program of Utilization for this addition to the Gold Coast Railroad Museum has been developed by staff from the Park and Recreation Department. The property is to be used solely for overflow parking for the adjacent park and recreation facilities (Exhibit 5).

### **b) Schedule of Development**

The cost estimate and development schedule are contained in Exhibits 6 and 7, respectively. Development will take place in two phases. Phase 1 involves initial acquisition of the land and recordation of easements by the County. Phase 2 involves the later construction of the overflow parking lot by a private developer.

### **c) Site Plan**

A site development plan, seen as Exhibit 8, shows the proposed improvements to the property in the form of parking and landscape buffer.

### **d) Historic Preservation Plan**

No portions of the site are listed or designated in the National Register of Historic Places. However, because portions of the Gold Coast Railroad Museum Park property are already listed as locally historic by Miami-Dade County Office of Historical Preservation, further analysis of the property would take place prior to development.

### 3. NEED

The Miami-Dade Park and Recreation Department ("Department") operates over 275 park sites within the County. They range from small to large in size and resource rich to resource poor. The Department continues to acquire additional park land to accommodate increasing residential populations and the need to preserve important resources.

#### a) Current Population and Growth Trends

The population of Miami-Dade County was among the fastest growing regions in Florida during the 2000's. The population of Miami-Dade County in 2005 was 2,450,000 and in 2009 was estimated at 2,544,684. In the vicinity of the property, the residential population was 33,722 residents in 2000 and approximately 35,000 in 2005.

**Population.** The County's population is expected to exceed 3 million by 2015. The composition of its population is also changing. Influxes of South American, Central American and Caribbean Basin Hispanics now place Miami-Dade County among the top statistical areas of Hispanic populations in the Country. Smaller migrations of Caribbean blacks also have taken place. There are also fewer retirees from northern states settling in Dade County. Based on the latest U.S. Census data, the result is that the number of family households is increasing, median age is decreasing, mortality rates are decreasing and fertility rates are increasing.

**Housing.** Housing trends are equally significant. Historically, County population increases have largely been accommodated in existing high rise multifamily condo/apartments or low rise single family homes that are stretching urban development boundaries and impacting County infrastructure.

**Economics.** Location and population characteristics directly determine economic trends. With less agriculture and manufacturing, the County is more reliant on wholesale/retail sales and service industries. The diversity of its residents has helped the County create strong business relationships with South American and European markets, which create strong import/export markets and buffer the County against economic recessions.

#### b) Description of Existing Park and Recreation Areas

The Miami-Dade County Park and Recreation Department operates and manages more than 275 park sites throughout the County. Exhibit 8 illustrates the number, and spatial distribution of the Departmental properties within the system. The Department provides a number of parks in the immediate vicinity of the BOP Property, the majority of which offer local recreational opportunities to nearby residential communities.

**Special Activity Parks.** There are three Special Activity Parks (921 acres) in the immediate area. Gold Coast Railroad Museum, Miami Metrozoo and Palmetto Golf Course provide services that are intended to draw residents from the entire County, as well as tourists visiting South Florida. Metrozoo and Gold Coast Railroad Museum are immediately adjacent to the BOP Property.

**Single Purpose Parks.** There are two Single Purpose Parks (17.3 acres) within the area that provide specific facilities to area residents. Three Lakes Park, undeveloped at this point, is programmed to contain



soccer fields. West Perrine Senior Center has a recreation center devoted to programming for area senior citizens.

**Neighborhood Parks.** Nine Neighborhood Parks (47.09) located within the area and provide various facilities such as tot lots, pathways, shelters, tennis courts and basketball courts. At present, several Neighborhood Parks in the vicinity are at this time undeveloped.

**Community Parks.** There are ten Community Parks (94.94 acres) in the vicinity of the property. Community Parks are much like Neighborhood Parks in that they provide multi use courts, athletic fields, tot lots, pathways, picnic shelters and recreation centers. Most of the Community Parks in the area are at some point of development if not entirely developed.

**Mini Parks.** Four Mini-Parks account for 2.1 acres in the vicinity and provide little toward the needs of the area residents. Most are undeveloped parks, some might include a pathway but most are not programmed for development at this time.

**Natural Area Preserves.** Two Natural Area Preserves provide 136.8 acres of parkland in the vicinity. These two parks are undeveloped and do not provide for the passive recreation needs of the area residents.

**Metropolitan Parks.** Larry and Penny Thompson Park (270 acres) and Homestead Bayfront Park (97 acres) are the only two Metropolitan Parks in the area. Metropolitan Parks provide passive recreation opportunities to area residents through camp ground and RV sites, picnic shelters, cycling paths, pedestrian and horse trails, water activities and boat and canoe rentals. Larry and Penny Thompson Park serves the immediate area while Homestead Bayfront Park provides the for the southern portion of the County.

#### **c) Description of Park and Recreation Deficiencies in the Area**

After review of existing and proposed park and recreation open spaces, it was determined that there is no deficiency of parks in the southeastern portion of the County. The acquisition of the 4.95 acres of the MMC Property and its proposed development would go toward satisfying parking issues related to Miami Metrozoo and Gold Coast Railroad Museum, properties acquired by the County through the same federal surplus conveyance means.

#### **d) Anticipated Annual Volume of Public Use for the Property**

Based on projected visitation to the Miami Metrozoo Entertainment Area at build out, the projected annual volume of visitors to use this site at will range between 50,000 and 60,000.

### **4. SUITABILITY**

#### **a) Physical Characteristics of the Park Site for Intended Public Use**

The 4.95 acre property is composed of clear paved areas, vegetated paved areas and a limited amount of intact pineland. Most of the intact natural resource area is along the southernmost edge of the property. Development of parking will not impact sensitive natural areas, and where they still remain, design measures will limit any adverse impact

#### **b) Building, Facilities and Infrastructure**

There are no buildings or structures on the site. There are remnant paved portions of the former Richmond Naval Air Station through the site, many of which are overgrown with vegetation.

**c) Location of Property in terms of Accessibility to Population Centers**

The BOP Property is located approximately 17 miles from Homestead and Florida City and about 15 miles south of Miami. All other parts of Dade, Monroe, Collier and Broward Counties lie within a 50 mile radius of the site.

**d) Public Transportation and Road System**

**Highways.** The Florida Turnpike Extension (State Road (S.R.) 821) lies about 2.0 east of the site (Exhibit 14). This four lane toll expressway facility connects the property to Homestead to the south and Miami and Fort Lauderdale to the north. The nearest interchange to the property is on SW 152 Street. South Dixie Highway (U.S. 1) lies about 4.5 miles east of the property. This four lane principal arterial connects the property and Key Largo to the south, and Miami and Fort Lauderdale to the north, and follows the east coast of Florida throughout the state.

**Arterials.** SW 137 Avenue borders the property on the west. SW 152 Street lies just north of the site. This three lane street brings traffic from SW 177 (Krome Avenue) to the Florida Turnpike, U.S. 1 and beyond. The interchange to the Florida Turnpike can be accessed from this roadway as well as Miami-Dade County Metrozoo.

**Local Streets and Avenues.** The MMC property is served by numerous local streets and avenues. At present, the property can only be accessed through the Miami Metrozoo and Gold Coast Railroad Museum Park. This entrance will be improved through future development. Secondary access for MMC staff will be provided through recorded easements across the property, thereby allowing emergency access to SW 152 Street.

**5. CAPABILITY**

**a) Applicants Recreation, Development, and Operational Experience**

The Miami-Dade County Park and Recreation Department is the largest such agency in the southeast United States. It has been providing public service successfully since 1929. Its leisure service capabilities involving recreation development and operations have been repeatedly acknowledged by winning three National Gold Metal Awards for excellence in the field of park and recreation. The Department is proud of its national recognition, but more proud of its local recognition as a provider of quality park and recreation services. The table below contrasts the Department's inventory of existing recreational facility from 2005 to 2009.

<b>Facility Type</b>	<b>2005</b>	<b>2009</b>
# of Recreation/Community Centers	68	64
# of Senior Centers	1	11
# of Teen/Youth Centers	1	1
# of Tennis Courts	149	156
# of Basketball/Multi-use Courts	102	115
# of Campgrounds	6	6
# of Beaches/Lakefront operations	12	12
# of Ice Skating Facilities	0	0

# of miles: Bike/Walking/Hiking trails	110	130
# of Aquatic Centers		
> # of Swimming Pools	21	15
> # Water Parks/Spray grounds	0	3
# of Skate Parks	1	3
# of In-Line Skating Rinks	0	0
# of BMX Tracks	0	0
# of Nature Centers	6	6
# of Cultural/Historic Sites	10	10
# of Picnic Areas	163	164
# of Golf courses	8	8
# of Archery Ranges	1	1
# of Athletic Fields	248	261
# of Playgrounds	117	131
# of Dog Parks	2	5
Other Facilities (specify):		
<b>Marinas and Boat Launches - 24</b> <b>Auditoriums-----4</b> <b>Zoological Gardens-----1</b> <b>Botanical Gardens-----1</b> <b>Gun Range -----1</b> <b>Canoe/Kayak Trails-----200 miles</b> <b>Mountain Bike Trails-----7 miles</b>		

In the last 30 years, the Department has successfully acquired, developed and managed many other similar Federal surplus properties. In fact three such properties, Miami-Metrozoo, Larry and Penny Thompson Park and the Gold Coast Railroad, all immediately adjacent to the MMC site, were acquired through the same conveyance means.

**b) Applicant's Financial Capability**

Miami-Dade County's financial structure relies on a variety of revenue streams to fund construction, operation and maintenance of current and proposed improvements. Sources include ad valorem taxes to the County's general fund, impact fees and grants. Annually it has proven adequate to maintain and manage existing responsibilities, while at the same time preparing to support additional responsibilities as is necessary.

The Department's budget for FY 2009 is approximately \$179,636 million (Table 1). This budget allows the Department to build, operate and maintain current land and facilities, offer recreational programs, services and events and generally meet ongoing obligations.

**TABLE 1**  
Miami-Dade Park and Recreation Department  
Operating Budget Summary and Comparison

<b>Funding Sources</b>	<b>2005/Actual</b>	<b>2009/Actual</b>	<b>Change +/-</b>
1. Local appropriations	64,708,000	71,452,000	+10.4%
2. State appropriations	488,000	300,000	-38.5%
3. Federal appropriations	0	0	0%
4. Grants	9,027,873	4,762,537	-47.2%
5. Donations, contribution & gifts	1,500,000	528,864	-64.7%
6. Charges for Services (fees)	32,329,000	48,218,000	+49.1%
7. Bond Improvements	48,706,000	41,758,000	-14.3%
8. Other (specify)	19,457,000	17,906,000	-8.0%
Operating Revenue for Capital Improvement	0	1,006,000	
Capital Outlay Reserve	10,329,000	9,160,000	
Financing Proceeds	1,700,000	0	
Impact Fees	3,553,000	2,500,000	
Special Tax Assessments	3,875,000	5,240,000	
Capital Program Carryover		41,820,000	
<b>Total Revenue (1 through 8 above)</b>	<b>167,188,000</b>	<b>179,636,000</b>	<b>+7.4%</b>
<b>Expenses and Capital Improvements</b>	<b>2005/Actual</b>	<b>2009/Actual</b>	<b>Change +/-</b>
1. Operating Expenses	100,912,000	124,910,000	+23.8%
2. Capital Improvements	58,063,000	96,546,000	+66.3%
3. Other (specify):	0	0	
<b>Total Expenditures (1 through 3 above)</b>	<b>158,975,000</b>	<b>221,456,000</b>	<b>+39.3%</b>

**c) Organizational and Operational Resources**

Currently, the Department is composed of 1,296 full time positions and over 604 part time positions. Upon receipt of title to the surplus property, the Miami-Dade County Park and Recreation Department will become the designated body to administer the Property.

<b>Statistical Measurements</b>	<b>2005/Actual</b>	<b>2009/Actual</b>	<b>Change +/-</b>
Population Density (population divided by sq miles)	1,244.64	1,307.64	+5.06%
# of acres in your care	12,516.63	12,672.76	+1.25%
# of acres developed	10,369.11	10,377.42	+0.08%
# of acres undeveloped	2,147.52	2,295.34	+16.37%
# of acres set aside for open space/preservation	6,380.27	6,395.67	+0.24%
\$ generated through user fees per capita	12.71	18.95	+49.10%
\$ spent on operating expenses per capita	39.66	49.09	+23.78%
# of part time/seasonal employees (not FTE)	605	604	-0.2%
# of full time employees (not FTE)	1,206	1,296	+7.5%
# of volunteer hours	186,805	243,367	+30.3%

**FEDERAL BUREAU OF PRISONS**  
**Application for Federal Surplus Property for Public Park**  
**and Recreation Purposes**

**PART C**

Exhibit 1  
Site Location

# General Layout of Property for GSA



Exhibit 2  
Location Map

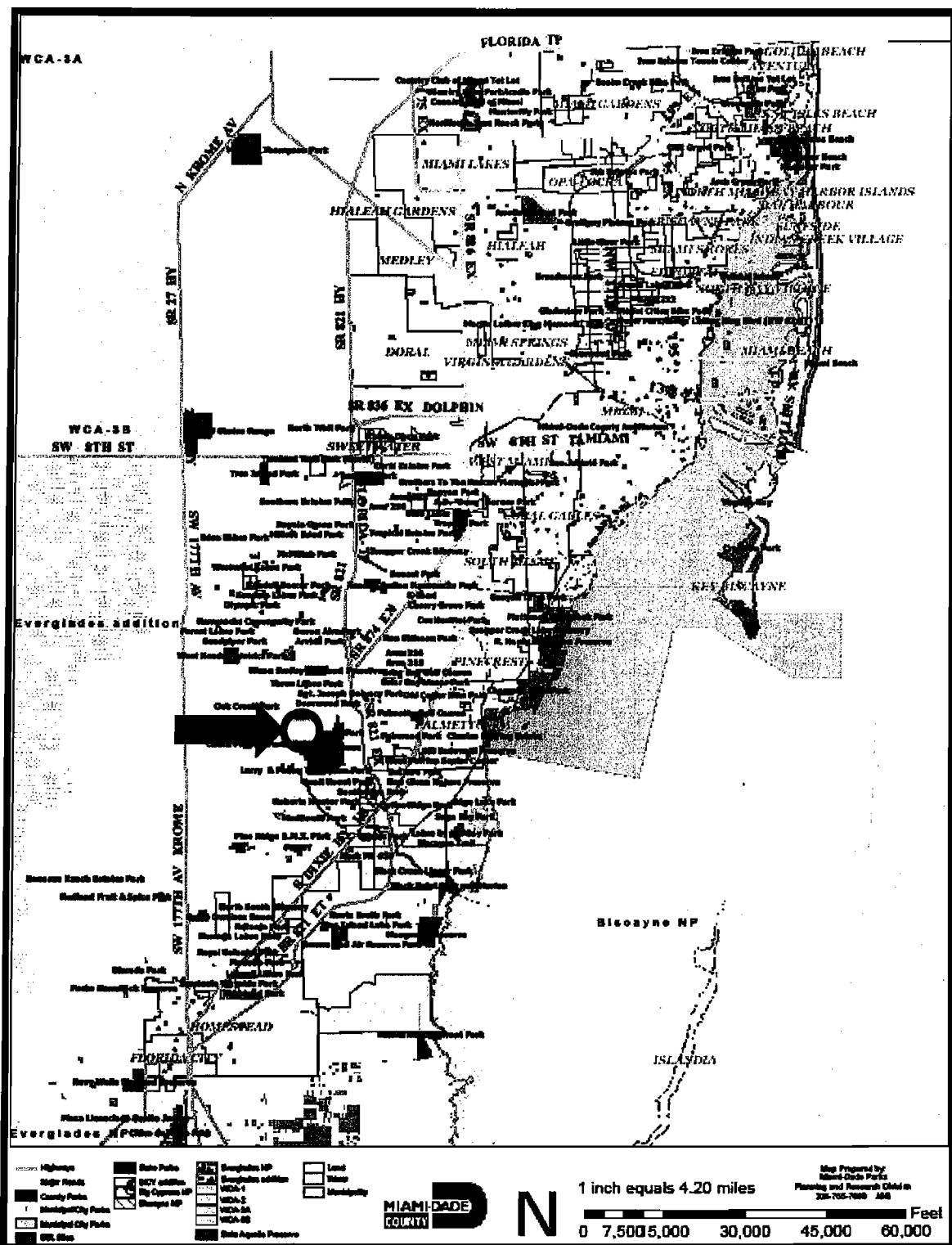
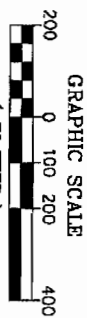


Exhibit 3  
Legal Description and Boundary Sketch

**SPECIFIC PURPOSE SURVEY**



**LEGEND**

- F.I.P. = FOUND IRON PIPE
- F.P. = FOUND PIPE
- S.I.P. = SET IRON PIPE 1.5 DIA. 5004
- S.R. = SET IRON ROD 1.5 DIA. 5004
- F/FOUND = FOUND
- F/P.N. = FOUND P.K. NAIL
- F.A.D. = FOUND NAIL & DISC
- F.O.H. = FOUND DRILL HOLE
- F.V. = FOUND VIAL
- F.N. = FOUND NAIL
- N.S. = NOT TO SCALE
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- (C) = CALCULATED
- (M) = MEASURED
- (R) = RECORDED
- (S) = SECTION
- (T) = TOWNSHIP
- (R) = RANGE

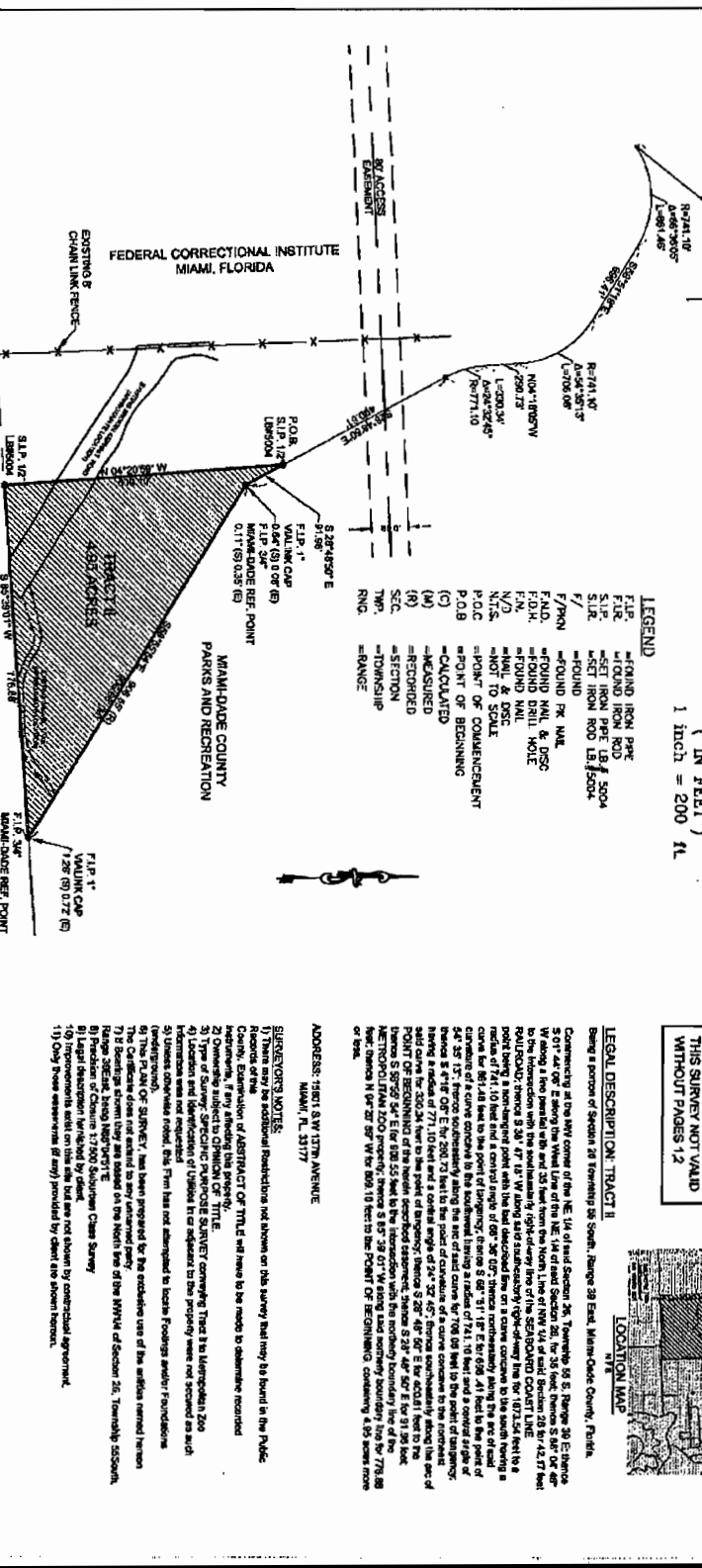
BOOK 3  
PAGE 3  
DATE 02-08-09  
FILE # 1980001

**SPECIFIC PURPOSE SURVEY**  
FCI 115801 SW 137th AVENUE  
GSA PROPERTY DISPOSAL DIV.

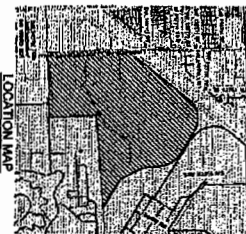
**ROBAYNA AND ASSOCIATES INC.**  
ENGINEERS, PLANNERS, ARCHITECTS  
1200 N. MIAMI AVENUE, SUITE 1100  
MIAMI, FL 33136  
TEL: (305) 371-8200

DATE 02-08-09  
BY S. J. ...  
STATE OF FLORIDA

NO.	DESCRIPTION	DATE



THIS SURVEY NOT VALID WITHOUT PAGES 1 & 2



**LEGAL DESCRIPTION TRACT II**

Commencing at the NW corner of the NE 1/4 of land Section 26, Township 35 S. Range 30 E. Entrance 5017, 4th E. of the State Road 112, ...

Being a portion of Section 26 Township 35 South, Range 30 East, Main-Trade County, Florida.

ADDRESS: 14801 S.W. 137th AVENUE  
MIAMI, FL 33177

**SURVEYOR'S NOTES:**

- 1) There may be additional restrictions not shown on this survey that may be found in the Public County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded restrictions. If any affecting this property.
- 2) Ownership subject to OPENING OF TITLE
- 3) Type of Survey: SPECIFIC PURPOSE SURVEY comprising Tract II as hereinafter described.
- 4) Purpose of Survey: To establish boundaries and monuments for the property hereinafter described.
- 5) Unless otherwise noted, this Firm has not attempted to locate Findings and/or Foundations (overlaid) OF SURVEY, but has required the true location of the surface (normal) person.
- 6) The Certificate does not extend to any adjacent property.
- 7) If Bearings shown they are based on the North line of the NYPAD of Section 26, Township 35 South, Range 30 East, Main-Trade County, Florida.
- 8) The location of Chain to 1993 Main-Trade County Survey.
- 9) Inconspicuous point on this site that see not shown by contractual agreement.
- 10) Inconspicuous point on this site that see not shown by contractual agreement.
- 11) Only those easements (if any) provided by client are shown herein.



Exhibit 4  
Site Photographs



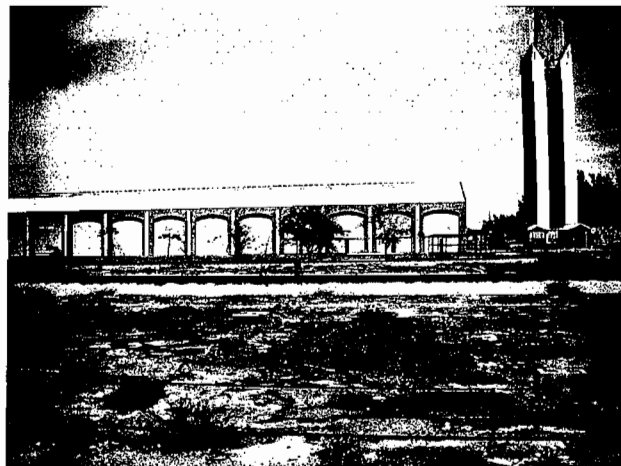
Australian Pines (exotic) dominant tree canopy



Paved surfaces dominate much of the property



Exotic trees and shrubs grow on paved surfaces



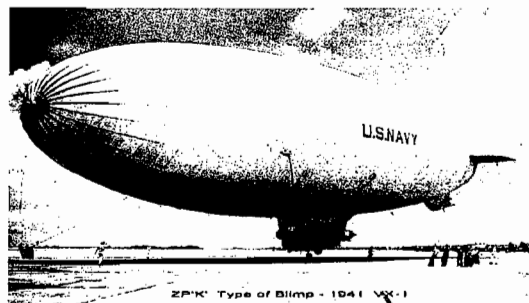
Site lies adjacent to Gold Coast Railroad Museum

A blimp' eye view of newly completed NAS Richmond in 1943



Former Richmond Naval Air Station (1943)

Navy K-ship prototype - 1941



Navy blimps used in aerial reconnaissance (1941)

Exhibit 5  
Program of Utilization

A. Proposed Recreational Use and Development

The Miami-Dade County Park and Recreation Department proposes to re-develop the 49± acre Gold Coast Railroad Museum property and additional 4.98 acre Metropolitan Correction Center (BOP) acquisition as a more diversified recreational, cultural, educational, and historical operating railroad complex for the benefit of Miami-Dade County residents and tourists. This can be accomplished by expanding standard-gauge steam train facilities associated with the Gold Coast Railroad Museum, adding a second museum facility focusing on the unique cultural heritage of the former military base, and by refining previously approved concession areas needed as ancillary and support spaces.

The Gold Coast Railroad Museum ("GCRM") is a non-profit organization dedicated to preserving, exhibiting, and operating historic railroad equipment. It is one of very few operating railroad museum in the State of Florida and the United States. The Museum operates a variety of full-size rolling steam trains, fixed equipment, historical exhibits and artifacts while presenting them to the public through historical exhibits, train rides, special events and ongoing programs.

The Military Museum of South Florida is a non-profit organization dedicated to preserving, exhibiting and operating historical exhibits and displays associated with the unique heritage of the Richmond Naval Air Station. Through the relocation of the General Headquarters (Building 25) currently located on the adjacent Army base, the Museum will help residents and tourists learn and appreciated the role of the Naval Air Station in military history between 1935 and 1970.

The following is a profile of major improvements planned for the site, with reference to the GCRM Site Plan and Summary of Key Facilities attached as Exhibits.

Security Fence

A security fence currently encircles the entire property. The fence on the northern boundary will largely be replaced by a solid security wall, pursuant to an Agreement in Principle previously executed with the U.S. Department of the Army to reduce the impact of further development of the Zoo Miami on the adjacent Army lands. The fence between the Museum property and the Federal Correctional Facility will remain, but a gate will be provided for emergency use by correctional security only. The fence on the southern boundary, part of the Zoo Miami, will be removed to allow visitors greater exposure to the combined site.

Museum Gate and Entrance

A main gate entrance to the property will be from Zoo Drive, which is a circular driveway, providing enhanced signage and landscaping. The main entrance will direct automobile and bus traffic to the rear of the facility. Ticketing will be available at both the Mini Main Street entrance gate as well as at the parking lot entrance gate. There will be distinct ticketing booths and admission structure for the GCRM and South Florida Military Museum. Two bridge culverts have been constructed over the Zoo Miami moat in order to provide controlled public access to the site.

Exhibit 5 (cont.)

Railroad Track Connection

The wye (switch) will be reconnected to the Seaboard Coast Line Railroad and the rail laid on the existing road bed to the old blimp hangar area. This includes the installation of over 6,300 feet of track as a main trunk line and five switches to spurs for storage of rolling stock.

Utilities

Existing water, sewer and utility lines will be used wherever possible and new lines will be installed where needed. All utilities are currently on or adjacent to the site.

Lighting

Lighting will be installed for building and patron security as needed around improvements and parking lot.

Museum Building and Exhibition Areas

*Gold Coast Railroad Museum*

The existing museum building and exhibition area comprises a total 51,500 square feet including a 42,500 square foot exhibition shed, a 7,750 square foot model train building and 1,250 square feet of administrative space. The proposed (additional) museum building and exhibition area will comprise a total 99,500 square feet, the main elements of which are included in the table below.

<b>Use of Space</b>	<b>Square Feet</b>
Additional Train shed Exhibition (Covered Outdoors)	39,250
General Repair/Storage Facility	16,000
Restoration Shops/Viewing Gallery	11,500
Banquet/Meeting Space	10,000
Dirigible/Airbase Exhibits (Open)	5,300
Station (Entry, Sotre, Theater)	4,800
General Use Space	12,650
<b>Total GCRM New Space</b>	<b>99,500</b>
<b>Total Military Museum Space</b>	<b>12,656</b>

### *Military Museum of South Florida*

In addition to the increased railroad exhibition space and main street retail concept, the opportunity to integrate the Military Museum of South Florida within the GCRM site further broadens the visitor base to the complex. The military museum will be housed in the former NAS Richmond Building 25 and integrated into the site plan with 12,656 square feet of area that will operate under a separate organization.

In addition to the new site and space improvement noted above, additional “later” phases of development includes 11,500 square feet of space for Education Building and a Model Train Expansion.

### Main Street Retail

A primary feature to the redeveloped GCRM will be the Gold Coast Main Street, a pedestrian friendly small town street with restaurants, retail, café and a “town square.” The retail component comprises 49,900 square feet of restaurant and retail including over 500 feet of open “platform” market and café. Plans have been approved to have commercial and non-commercial food and concessions providing ancillary support to museum functions. Main Street is being redesigned to enhance food, drink and retail sales for the purposes of subsidizing museum operations.

### Parking Lot

The main parking lot will be developed on the existing asphalt landing pad southeast of the hangar area. There will be 349 car parking spaces on the GCRM property. Landscaping will be placed in the parking area to meet the Miami Dade County Landscape Ordinance.

The BOP addition will be used for overflow parking for the GCRM and the entire Zoo Miami Entertainment Area.

### Pine Land Preservation

The 10 acre area of Dade County Pines is located along the northern boundary and within the area of the wye. A management program has been implemented for the protection, preservation and propagation of the pine area. Coordinated management practices will include the Metropolitan Correction Center, the Air Force and FAA, and GSA for periodic controlled burns to enhance the pines and fine adapted plants.

Exhibit 6  
Phase 1  
County Cost to Acquire

<b>Phase 1 Surveys of Excess Property and Easements</b>		
<b>Item No.</b>	<b>Description</b>	<b>Total Cost</b>
1		
<b>Total Cost for this Facility, 2010 prices</b>		<b>\$ 5,626</b>

Exhibit 6 (Cont.)  
Phase 2  
Private Developer Cost to Develop

Gold Coast Railroad Museum		50 Acres			
Quantity	Unit Measure	Unit Price	Total Cost	Unfunded Item Probable Cost	
<b>Railroad Museum Additional Parking (Three of Three Acres) to include: Site Development, Access, Boardwalk, Parking Area, 300 Parking Spaces, sodding and landscaping</b>					
Site clearing	4.98	Acre	\$ 4,125.00	\$ 20,543	
Finish Grading	24,103	SY	\$ 1.40	\$ 33,744	
Provide new lighted Parking space	300	Ea	\$ 4,500.00	\$ 1,350,000 (300 Ea by Count)	
Concrete Sidewalk	0	SF	\$ 6.50	\$ - N/A to this space	
Concrete curb and gutter	0		\$ 24.00	\$ - N/A to this space	
Access road/ Bus Parking Area	4.93	SF	\$ 75.00	\$ 326,500	
Provide topsoil, fertilizer and sodding	43,860	S	\$ 1.30	\$ 56,134	
Landscaping Allowance to include: Canopy Trees and Palm Trees	1	LS	\$ 48,700.00	\$ 48,700	
<b>Direct Cost, Subtotal</b>				<b>\$ 1,835,621</b>	
<b>Design Contingency at Planning/Conceptual Phase</b>	15%	Direct Cost		\$ 275,343	
<b>Direct Cost, Subtotal</b>				<b>\$ 2,110,964</b>	
General Requirements Allowance as a percentage of Direct Cost for this scope of work estimated at 8%. General Requirements to include among others: Survey, Equipment Mobilization and Demobilization, Field Personnel, Performance Bond and Insurance	8%	Job		\$ 168,877 Mainly Sitework	
<b>Direct Cost, Total, 2010 prices (excluding A/E Design &amp; Inspection Fees, Permit and Inspector General, and Owner's Construction Contingency)</b>					
<b>Subtotal</b>				<b>\$ 2,279,841</b>	
A/E Design & Inspection	16,000%			\$ 410,371	
1.25% Permit, and 1.0025% Inspector General	2.25%			\$ 51,959	
<b>Subtotal</b>				<b>\$ 2,741,566</b>	
Owner's Contingency	10,000%			\$ 274,157	
<b>Subtotal</b>				<b>\$ 3,015,723</b>	
<b>Total Probable Cost, 2009 Prices</b>				<b>\$ 3,015,723</b>	

Page 1

Page 2

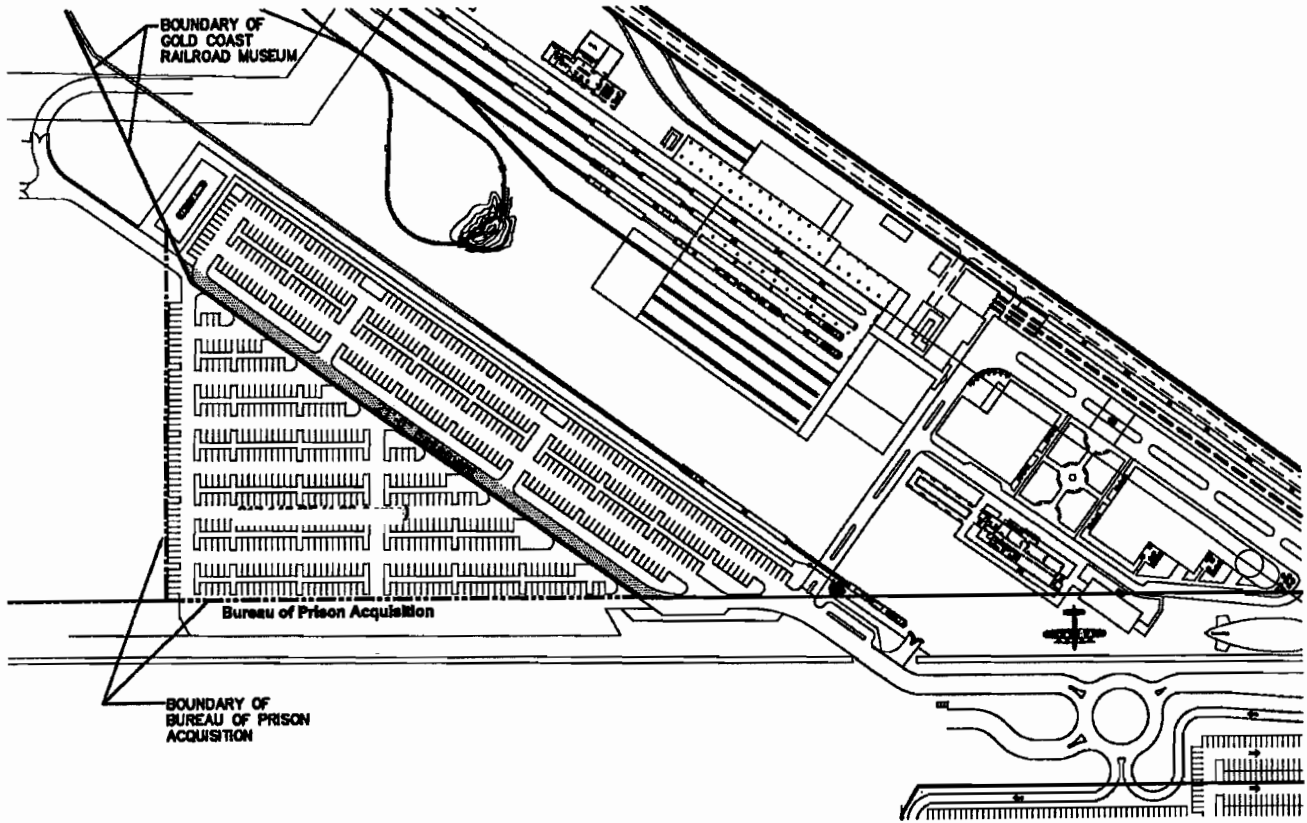
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## Exhibit 7 Development Schedule

Miami-Dade County  
Gold Coast Railroad Museum Park Expansion  
Parking Lot Improvement Project

ID	Q	Task Name	Duration	2009	2010	2011	2012	2013	2014	2015	2016	2017
1		Phase 1	68 days									
2	■	Site visit	1 day		■							
3		Survey	5 days		■							
4		Construction Specifications	8 days		■							
5		Bidding	30 days		■							
6		Permitting	0 days		■							
7		Mobilization	5 days		■							
8		Construction	10 days		■							
9												
10		Phase 2	404 days									
11	■	Survey	7 days						■			
12		Construction Specifications	60 days						■			
13		Bidding	120 days						■			
14		Permitting	90 days						■			
15		Mobilization	7 days						■			
16		Construction	130 days						■			

Exhibit 8  
Site Plan



**Forbes Architects**  
4666 Ponce de Leon Boulevard, Suite 100  
Coral Gables, Florida 33146  
Florida Registration No. AA-P000104  
FAB 08089 08-01-08

**Bureau of Prison Acquisition**  
Traffic Plan Study  
Miami Metro Zoo  
Miami, Florida

Site Plan  
0 100' 200' 400'



**ATTACHMENT II**

STATE OF FLORIDA        )  
COUNTY OF DADE        )

**QUITCLAIM DEED  
FOR  
U. S. BUREAU OF PRISONS, FEDERAL CORRECTIONAL INSTITUTE  
4.95 ACRES, SMALL TRACT,  
FROM THE NATIONAL PARK SERVICE**

The **UNITED STATES OF AMERICA**, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Southeast Region, National Park Service, under and pursuant to the power and authority contained in the provisions of the Property Act, 40 U.S.C. §§ 101 et seq., (formerly the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended), including specifically 40 U.S.C. § 545, and regulations and orders promulgated thereunder and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by **MIAMI DADE COUNTY, FLORIDA**, (hereinafter sometimes designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the property known and designated as the Federal Bureau of Prisons, Federal Correctional Institute Small Tract, 15801 SW 137<sup>th</sup> Avenue, Miami-Dade County, Florida, 33177-1209, said lands consisting of approximately 4.95 acres, more or less, and more particularly described on Exhibit "A" (legal description and boundary sketch), attached hereto and made a part hereof ("Property").

Additionally, this conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described Property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever;

The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, that the Property is conveyed "as-is" and "where-is" without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repair or additions, or as to its usability generally or as to its fitness for any particular purpose, and that the Grantor shall not be liable for any latent or patent defect in the Property, except to the extent required by applicable law and except for the covenant, representation, and indemnities of the Grantor contained herein.

Pursuant to the powers and authority contained in the provisions of the Property Act at 40 U.S.C. §§ 101 et seq., and regulations and orders promulgated thereunder, the United States General Services Administration determined the subject property to be surplus to the needs of the United States of America and assigned the Property to the Department of the Interior for further conveyance to Miami Dade County.

As part of the consideration for conveyance of the subject property to Miami-Dade County, the Grantee covenants and agrees for itself, its successors and assigns, that Grantee shall comply with, accomplish and perform items A-E below, including bearing the costs, as a condition of receiving the property. In the event there is a breach by Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of the conditions and requirements, or otherwise, Grantee shall voluntarily revert all right, title and interest in and to said premises to the Grantor, at the option of Grantor, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event Grantee violates or otherwise fails to comply with any of the restrictions and covenants set forth herein, Grantee shall correct or cure the default/violation within forty five (45) days of notification of the default by Grantor. If Grantee fails to remedy the default within forty five (45) days, Grantor shall have the right to re-enter and take possession of the property and to terminate and re-vest in Grantor the estate conveyed by Deed to Grantee. If the property reverts, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until the title has formally returned to the Grantor. If the property reverts for noncompliance with any of the conditions of items A-E, the Department of Interior will report the property to the U. S. General Services Administration (GSA) for disposition. Custody and accountability shall be returned to the U. S. Bureau of Prisons for utilization and force protection of the Federal Correctional Institute as if the property had not been declared surplus. This voluntary reversion provision applicable to Items A-E below is separate and in addition to the requirements included in paragraph 12 of this Quitclaim Deed.

A. Miami-Dade County shall voluntarily revert to the United States of America (USA) 4.95 acres of land, situated along the boundary of the Federal Correctional Institute, 15801 SW 137<sup>th</sup> Avenue, Miami, FL, described and shown on Specific Purpose Survey, Tract 1, prepared by Robayna and Associates, dated 5/6/09, revised 4/6/10, shown on attached Exhibit "B."

B. Miami-Dade County shall provide 24-hour access to Federal agency employees and staff for utilization of the perpetual, non-exclusive easements granted to the United States of America as part of the consideration for this property. The easements are described and shown on attached Exhibit "C" and consist of: (1) Short-Term Easement, 4.25 acres (to be recorded by Clerk of Court, Miami-Dade County, FL) (will be vacated when Long-Term Easement improvements are completed); (2) Long-Term Easement, 4.07 acres (to be recorded by Clerk of Court, Miami-Dade

County, FL); (3) Easement, 0.60 Acre (recorded 6/30/2010 by Clerk of Court, Miami-Dade County, FL); and (4) Easement, 1.88 Acres (recorded 6/30/2010 by Clerk of Court, Miami-Dade County, FL).

C. Long-Term Easement Site Work Required to be Completed by Grantee on or before June 30, 2015:

- (1) Conduct grading and clear a 22-foot wide area for vehicular traffic along the Long-Term Easement as needed.
- (2) Install moat crossing.
- (3) Provide and place along Long-Term Easement a 3/4 inch deep layer of crushed stone or comparable, spread, and compact; pavement may be used in lieu at option of Grantee.
- (4) Provide equipment mobilization and/or demobilization.
- (5) Coordinate site work with BOP, Federal Correctional Institute staff.
- (6) Provide written notification to the Grantor and the U. S. General Services Administration Southeast Sunbelt Region, Real Property Utilization and Disposal Division, Atlanta, GA, regarding completion of the site work on or before June 30, 2015.

D. An Agreement in Principle (AIP), between the U. S. Department of the Army and Miami-Dade County, is reference as Exhibit "D", having been approved by the Miami-Dade County Board of Commissioners on July 7, 2006, executed September 9, 2007 and recorded August 6, 2009 in the Miami-Dade County Official Record Book 26969 on Page 418. All specifications, restrictions, and conditions specified in the AIP that apply to the Gold Coast Railroad Museum Park are incorporated by reference and placed as a requirement on the property conveyed by this Quitclaim Deed.

E. Existing Utilities and Infrastructure Serving Federal Properties. Miami-Dade County, its successors & assigns, are responsible for any costs, labor, materials, and expenses to ascertain that all utility services to the existing Federal properties and agencies remain viable and fully functional during and after any activities including, but not limited to, construction, development, excavation, or other project occurring on properties of the former NAS that the USA conveyed to County.

It is further agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns forever, as follows:

1. This Property shall be used and maintained for the public park and recreation purposes for which it was conveyed as set forth in the Acceptance of Terms and Conditions submitted by the Grantee dated \_\_\_\_\_, 2010. The Program of Utilization may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area which says:

This parkland was acquired through the United States Department of the Interior, National Park Service's FEDERAL LANDS TO PARKS Program for use by the general public.

3. This Property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the Property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the Property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Funds generated on this Property may not be expended for non-recreation purposes. Until this Property has been fully developed in accordance with the Program of Utilization all revenues generated on this Property must be used for the development, operation and maintenance of this Property. After this Property has been fully developed in accordance with the Program of Utilization, revenue generated on this Property may be expended on other recreation properties operated by the Grantee.

6. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the property, and, prior to any alteration or construction on the property, Grantee shall consult with the State of Florida Historic Preservation Office.

9. The Grantee further covenants and agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to the Property, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

10. A globally, critically imperiled ecosystem known as the "Richmond Pine Rocklands" exists in this area of Miami-Dade County. Any use of the surplus property will be subject to compliance with the National Environmental Policy Act and other Federal, state and local environmental regulations, laws, and policies, as applicable.

#### 11. NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

*The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620 (h).*

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

In the event any environmental contamination is discovered or remedial action is deemed necessary after conveyance, the National Park Service and the U. S. General Services Administration should be notified immediately.

12. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. If reversion of the said premises should occur, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until the title has formally returned to the Grantor.

13. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 of the Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the federal Aviation Act of 1958, as amended,

14. The United States of America shall hold harmless, defend and indemnify the grantee and any future successor, assignee, transferee, lender or lessee of the subject property from any action that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant or contaminant resulting from Department of Defense activities on the property subject to the conditions specified in and to the extent authorized by Section 330 of Public Law 102-484.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

Through:  
Regional Director  
Southeast Region  
National Park Service

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chris Abbett  
Assistant Regional Director  
Partnerships, Southeast Region  
National Park Service

STATE OF GEORGIA                    )  
  )  
COUNTY OF FULTON                )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, personally appeared Chris Abbett, Assistant Regional Director, Partnerships, Southeast Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized to do so by said Secretary and he acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



**ACCEPTANCE**

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

ATTEST:

Miami-Dade County, Florida  
By its Board of County Commissioners

HARVEY RUVIN, CLERK

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney  
Print Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI - DADE )  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Officer, personally appeared \_\_\_\_\_, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is \_\_\_\_\_, Miami-Dade County, Florida, that he is duly designated, empowered, and authorized by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida dated \_\_\_\_\_, \_\_\_\_\_, to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of Miami-Dade County, Florida for the purposes and uses therein described.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

EXHIBIT A

SPECIFIC PURPOSE SURVEY (includes legal description)  
4.95 ACRES, TRACT II (EXCESS)  
PREPARED BY ROBAYNA & ASSOCIATES, REVISED 4/6/10

EXHIBIT B

SPECIFIC PURPOSE SURVEY (includes legal description)  
4.95 ACRES, TRACT 1 (REVERSION)  
PREPARED BY ROBAYNA & ASSOCIATES, REVISED 4/6/10

EXHIBIT C

Legal Descriptions & Boundary Sketches of the four Easements

EXHIBIT D

An Agreement in Principle (AIP), between the U. S. Department of the Army and Miami-Dade County was approved by the Miami-Dade County Board of Commissioners on July 7, 2006, executed September 9, 2007 and recorded August 6, 2009 in the Miami-Dade County Official Record Book 26969 on Page 418.





**EXHIBIT C**  
**Easement 1 of 4 (30 Ft. Wide)**  
**Legal Description**

**SKETCH TO ACCOMPANY EASEMENT**  
**LEGAL DESCRIPTION**


LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4 of Section 26; thence S 01°44'08" E along the West line of the Northeast 1/4 of said Section 26 for 55.00 feet; thence S 88°04'46" W along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26 for 59.32 feet to the intersection with the southeasterly right-of-way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W along the said southeasterly right-of-way line for 686.06 feet to a point on a non-tangential circular curve concave to the East which said point bears N 64°27'05" W 731.10 feet from its center and having a central angle of 77°17'46"; thence southwesterly and southeasterly along the arc of said circular curve for 986.31 feet to the point of tangency; thence S 51°44'51" E for 79.24 feet; thence S 58°51'18" E for 1,877.17 feet; thence S 31°08'07" W for 239.99 feet to the POINT OF BEGINNING of the hereinafter described center line of a 30.00 feet wide (15.00 feet on each side) Access Easement; thence N 58°51'08" W for 864.52 feet to the Point of Terminus, said point being on the easterly property line of the FEDERAL CORRECTIONAL INSTITUTE MIAMI, FLORIDA, the side lines must be shortened or lengthened as the case may be to conform the 30.00 feet wide easement, lying and being in Miami-Dade County, Florida, containing 0.60 Acre more or less.

**Note:**

Bearings shown hereon refer to the monumented North line of the Northwest Quarter of Section 25, Township 55 South, Range 39 East as measured, said North line being coincident with the centerline of S.W. 152nd Street (Coral Reef Drive), being S 88°04'46" W.

**ROBAYNA**  
**AND ASSOCIATES INC.**  
ENGINEERS - PLANNERS - SURVEYORS  
5529 NW 156th STREET  
MIAMI LAKES, FL 33014  
PH.(305) 823-9318 LB. # 5004

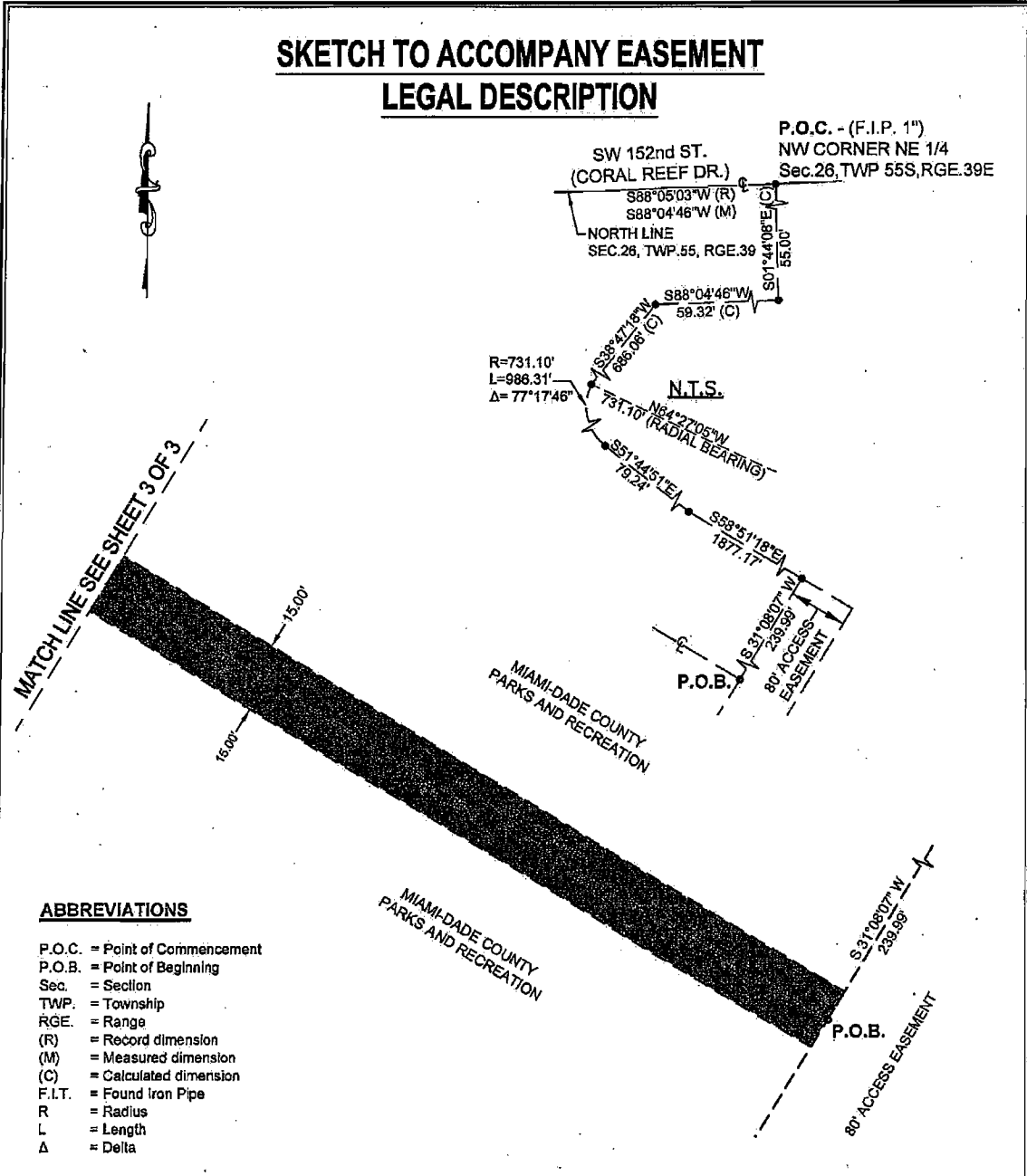
BY:  FOR THE FIRM  
JOSE M. RIVES Jr. P.S.M #6685  
STATE OF FLORIDA

JOB ORDER No.: 090054  
DATE: 03-25-10  
SCALE: 1"=60'  
NOT VALID UNLESS  
ACCOMPANIED BY ALL  
SHEETS (1 OF 3)

45

**EXHIBIT C**  
**Easement 1 of 4 (30 Ft. Wide)**  
**Boundary Sketch**


**SKETCH TO ACCOMPANY EASEMENT**  
**LEGAL DESCRIPTION**



**ABBREVIATIONS**

- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- Sec. = Section
- TWP. = Township
- RGE. = Range
- (R) = Record dimension
- (M) = Measured dimension
- (C) = Calculated dimension
- F.I.T. = Found Iron Pipe
- R = Radius
- L = Length
- Δ = Delta

**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 156th STREET  
 MIAMI LAKES, FL 33014  
 PH: (305) 823-9316 L.B. # 8004

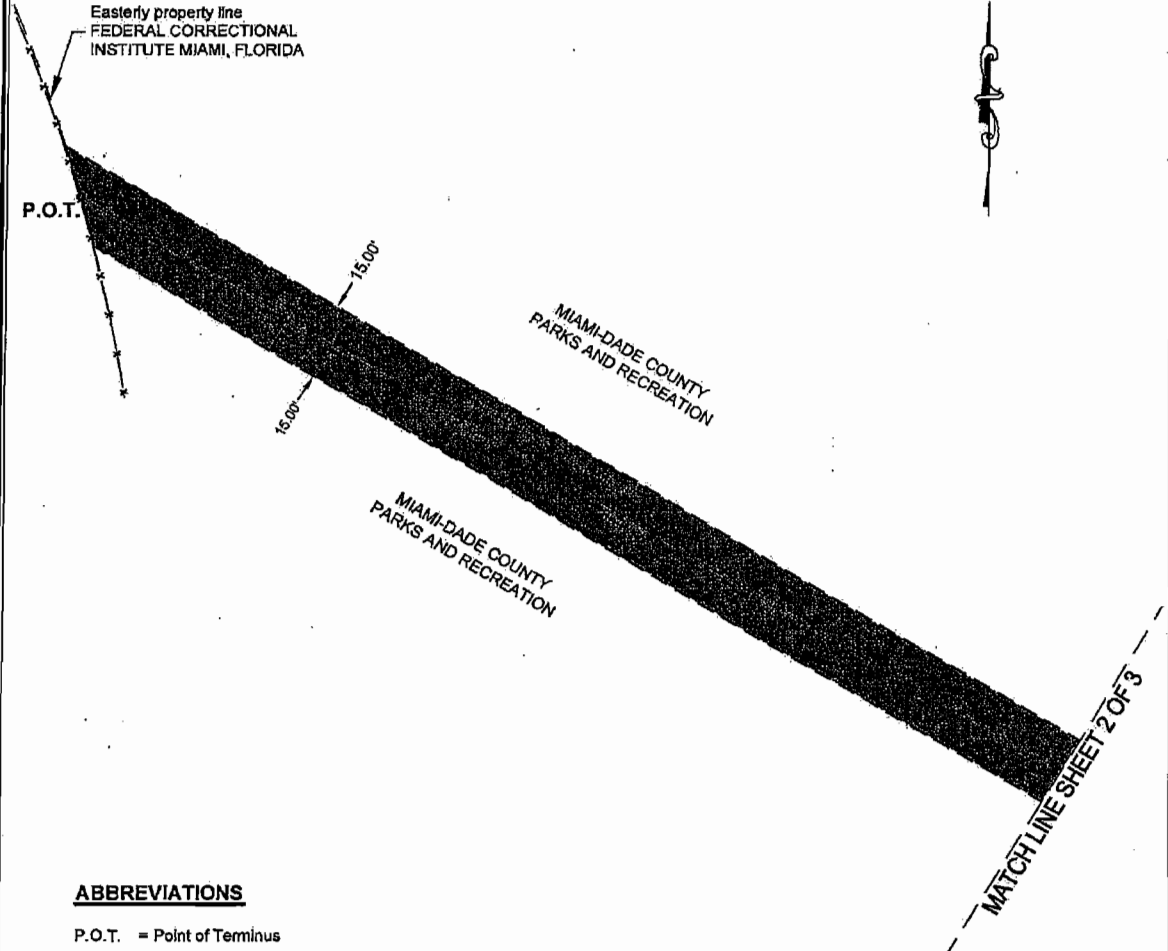
BY:  FOR THE FIRM  
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 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 03-25-10  
 SCALE: 1"=60'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (2 OF 3)

46

**EXHIBIT C**  
**Easement 1 of 4 (30 Ft. Wide)**  
**Boundary Sketch (cont.)**


**SKETCH TO ACCOMPANY EASEMENT**  
**LEGAL DESCRIPTION**



**ABBREVIATIONS**

P.O.T. = Point of Terminus

**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 150th STREET  
 MIAMI LAKES, FL 33014  
 PH. (305) 823-2318 LB. # 5004

BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 03-25-10  
 SCALE: 1"=60'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (3 OF 3)

47

EXHIBIT C  
Easement 2 of 4 (80 Ft. Wide)  
Legal Description

**SKETCH TO ACCOMPANY EASEMENT**  
**LEGAL DESCRIPTION**


LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4 of Section 26; thence S 01°44'08" E, along the West line of the Northeast 1/4 of said Section 26 for 55.00 feet; thence S 88°04'46" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26 for 59.32 feet to the intersection with the southeasterly right-of-way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said southeasterly right-of-way line for 686.06 feet to a point of curvature on a non-tangential circular curve concave to the East which said point bears N 64°27'05" W 731.10 feet from its center and having a central angle of 77°17'46"; thence southwesterly and southeasterly along the arc of said circular curve for 986.31 feet to the point of tangency; thence S 51°44'51" E for 79.24 feet; thence S 58°51'18" E for 1,877.17 feet to the **POINT OF BEGINNING** of the hereinafter described 80 feet wide Access Easement; thence S 31°08'07" W for 682.71 feet; thence S 87°00'02" W for 319.73 feet; thence S 28°48'50" E for 88.87 feet; thence N 87°00'02" E for 323.45 feet; thence N 31°08'07" E for 725.11 feet; thence N 58°51'18" W for 80.00 feet to the **POINT OF BEGINNING**, containing 1.88 Acres more or less.

**Note:**

Bearings shown hereon refer to the monumented North line of the Northwest Quarter of Section 25, Township 55 South, Range 39 East as measured, said North line being coincident with the centerline of S.W. 152nd Street (Coral Reef Drive), being S 88°04'46" W.

**ROBAYNA**  
**AND ASSOCIATES INC.**  
ENGINEERS - PLANNERS - SURVEYORS  
3723 NW 158th STREET  
MIAMI LAKES, FL 33014  
PH. (305) 823-9318 LB. # 5004

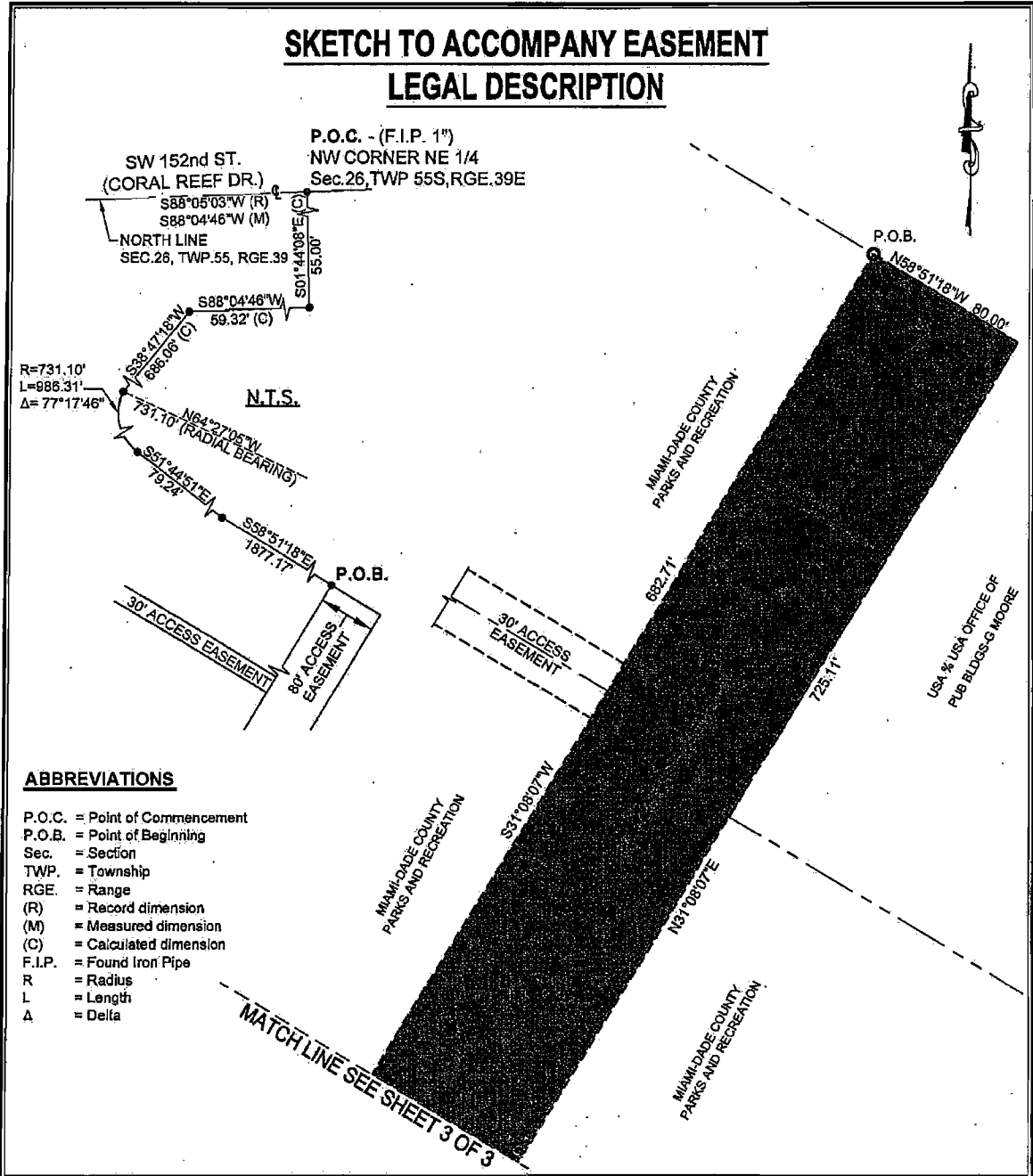
BY:  FOR THE FIRM  
JOSE M. RIVES Jr. P.S.M. #6685  
STATE OF FLORIDA

JOB ORDER No.: 090054  
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SCALE: 1"=60'  
NOT VALID UNLESS  
ACCOMPANIED BY ALL  
SHEETS (1 OF 3)

48




**EXHIBIT C**  
**Easement 2 of 4 (80 Ft. Wide)**  
**Boundary Sketch**



**ABBREVIATIONS**

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**ROBAYNA**  
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 ENGINEERS - PLANNERS - SURVEYORS  
 5723 NW 158th STREET  
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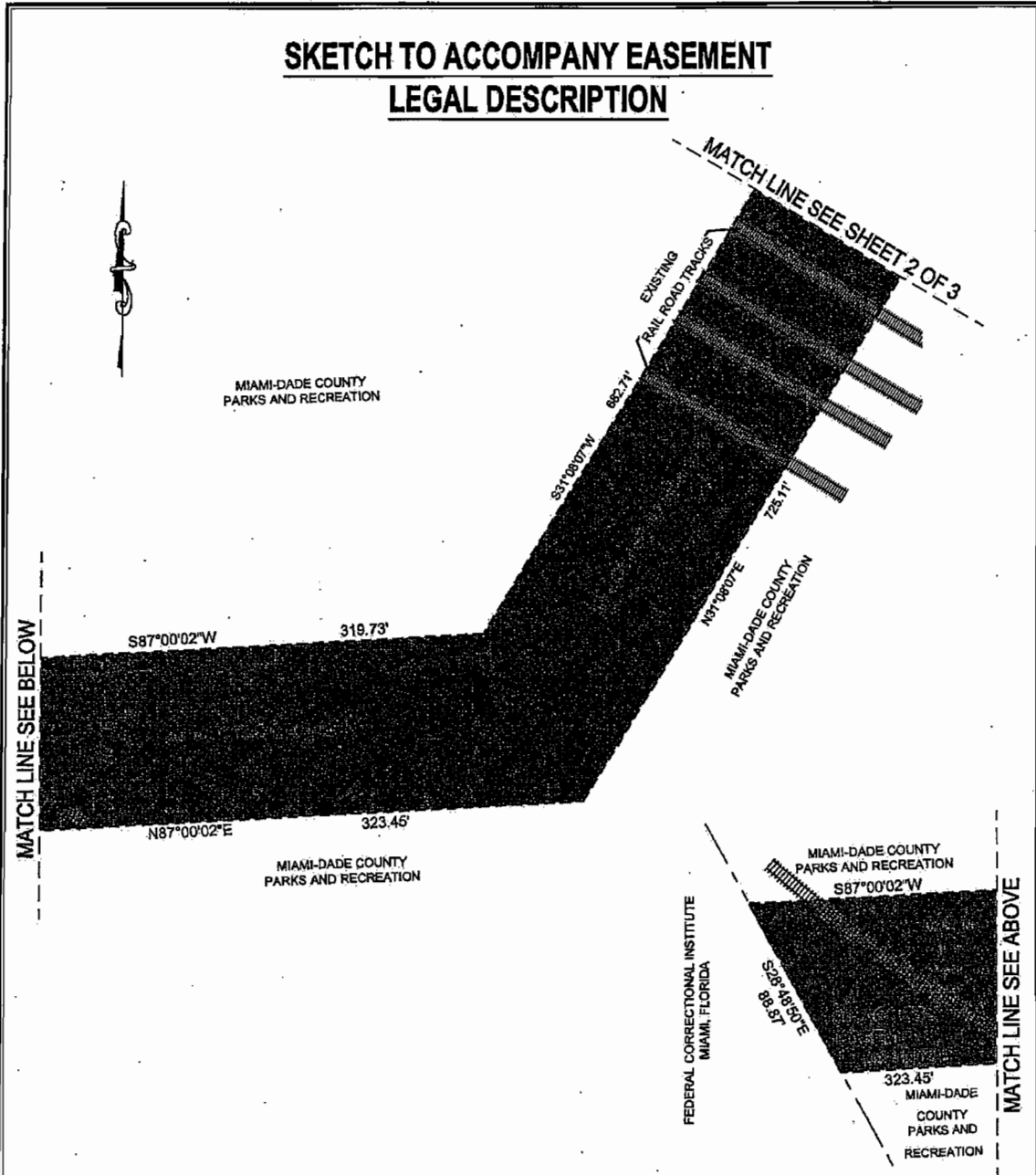
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 STATE OF FLORIDA

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 SHEETS (2 OF 3)


4.9

**EXHIBIT C**  
**Easement 2 of 4 (80 Ft. Wide)**  
**Boundary Sketch (cont.)**

**SKETCH TO ACCOMPANY EASEMENT**  
**LEGAL DESCRIPTION**



**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5723 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9316 L.B. # 5004

BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M. #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 04-15-10  
 SCALE: 1"=60'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (3 OF 3)

50

**EXHIBIT C**  
**Easement 3 of 4 (Short-Term)**  
**Legal Description**

**SKETCH TO ACCOMPANY EASEMENT**  
**LEGAL DESCRIPTION**

**SHORT TERM EASEMENT**


Being a portion of Section 26 Township 55 South, Range 39 East, Miami-Dade County, Florida.

Commencing at the NW corner of the NE 1/4 of said Section 26, Township 55 S, Range 39 E; thence S 01°44'08" E along the West Line of the NE 1/4 of said Section 26 for 35 feet; thence S 88°04'46" W along a line parallel with and 35 feet South of the North Line of the NW 1/4 of said Section 26 for 42.17 feet to the intersection with the southeasterly right-of-way line of the SEABOARD COAST LINE RAILROAD; thence S 38°47'18" W along said southeasterly right-of-way line for 1873.54 feet to a point of cusp on a non-tangential circular curve concave to the south which said point bears N 35°27'24" W 741.10 feet from its center; thence northeasterly along the arc of said circular curve for 861.46 feet through a central angle of 66°36'05" to the point of tangency; thence S 58°51'18" E for 696.41 feet to the point of curvature of a curve concave to the southwest having a radius of 741.10 feet and a central angle of 54°35'13"; thence southeasterly along the arc of said curve for 706.08 feet to the point of tangency; thence S 4°16'05" E for 290.73 feet to the point of curvature of a curve concave to the northeast having a radius of 771.10 feet and a central angle of 24°32'45"; thence southeasterly along the arc of said curve for 330.34 feet to the point of tangency; thence S 28°48'50" E for 194.50 feet to the POINT OF BEGINNING; thence N 87°00'02" E for 52.84 feet; thence S 58°24'33" E for 1325.81 feet to the point of curvature of a curve concave to the north having a radius of 25.00 feet and a central angle of 90°26'55"; thence southeasterly and northeasterly along the arc of said curve for 39.47 feet to the point of tangency; thence N 31°08'32" E for 187.19 feet to the point of curvature of a curve concave to the southeast having a radius of 55.00 feet and a central angle of 56°49'51"; thence northeasterly and easterly along the arc of said curve for 54.55 feet to the point of tangency; thence N 87°58'23" E for 537.27 feet to the point of curvature of a circular curve concave to the southwest having a radius of 55.00 feet and a central angle of 29°04'24"; thence easterly and southeasterly along the arc of said curve for 27.91 feet to the point of tangency; thence S 62°57'13" E for 326.62 feet to the point of curvature of a circular curve concave to the southwest having a radius of 55.00 feet and a central angle of 59°48'58"; thence southeasterly and southerly along the arc of said curve for 57.39 feet to the point of tangency; thence S 03°10'14" E for 109.84 feet to the point of curvature of a curve concave to the northeast having a radius of 25.00 feet and a central angle of 91°10'25"; thence southerly and easterly along the arc of said curve for 39.78 feet to a point of tangency; thence N 88°39'21" E for 156.43 feet to a non-tangential point of curvature of a circular curve concave to the northwest to which point a radial line bears S 04°19'10" E 95.00 feet from its center; thence easterly and northeasterly along the arc of said curve for 126.82 feet through a central angle of 76°29'20" to a point of reverse curvature of a curve concave to the southeast having a 1430.00 feet radius and a central angle of 21°25'43"; thence northeasterly along the arc of said curve for 534.82 feet to the point of tangency; thence N 30°37'13" E for 240.00 feet to the point of curvature of a curve concave to the northwest having a 1128.00 feet radius and a central angle of 10°22'34"; thence northeasterly along the arc of said curve for 204.28 feet to the point of tangency; thence N 20°14'39" E for 107.48 feet to a point on the southerly line of an existing Ingress-Egress easement to the United States of America as described in Official Record Book 27022, Page 3988 as recorded in the Public Records of Miami-Dade County, Florida; thence S 70°29'13" E for 80.01 feet along the southerly line of said Ingress-Egress easement to its southeasterly corner; thence S 20°14'39" W for 108.50 feet to the point of curvature of a curve concave to the northwest having a 1208.00 feet radius and a central angle of 10°22'34"; thence southwesterly along the arc of said curve for 218.77 feet to the point of tangency; thence S 30°37'13" W for 240.00 feet to the point of curvature of a curve concave to the southeast having a 1350.00 feet radius and a central angle of 25°04'19"; thence southwesterly along the arc of said curve for 590.74 feet; thence S 85°39'21" W for 365.33 feet; thence N 03°10'14" W for 165.98 feet to a point of curvature of a curve concave to the southwest having a 25.00 feet radius and a central angle of 59°48'59"; thence northerly and westerly along the arc of said curve for 28.09 feet to the point of tangency; thence N 62°57'13" W for 326.62 feet to the point of curvature of a curve concave to the southwest having a 25.00 feet radius and a central angle of 29°04'24"; thence northwesterly along the arc of said curve for 12.69 feet to the point of tangency; thence S 87°58'23" W for 537.27 feet to the point of curvature of a curve concave to the southeast having a radius of 25.00 feet and a central angle of 56°49'51"; thence westerly and southwesterly along the arc of said curve for 24.80 feet to the point of tangency; thence S 31°08'32" W for 187.19 feet to the point of curvature of a curve concave to the north having a radius of 55.00 feet and a central angle of 90°26'55"; thence southwesterly and northwesterly along the arc of said curve for 86.82 feet to the point of tangency; thence N 58°24'33" W for 1369.31 feet to the POINT OF BEGINNING, containing 4.24 Acres more or less.

**Note:**

Bearings shown hereon refer to the monumented North line of the Northwest Quarter of Section 25, Township 55 South, Range 39 East as measured, said North line being coincident with the centerline of S.W. 152nd Street (Coral Reef Drive), being S 88°04'46" W. This short Term easement is temporary and will be replaced by Long Term easement once it is constructed.

**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH. (305) 823-9318 L.B. # 5004

BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M. #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 04-20-10  
 SCALE: N.T.S.  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (1 OF 6)

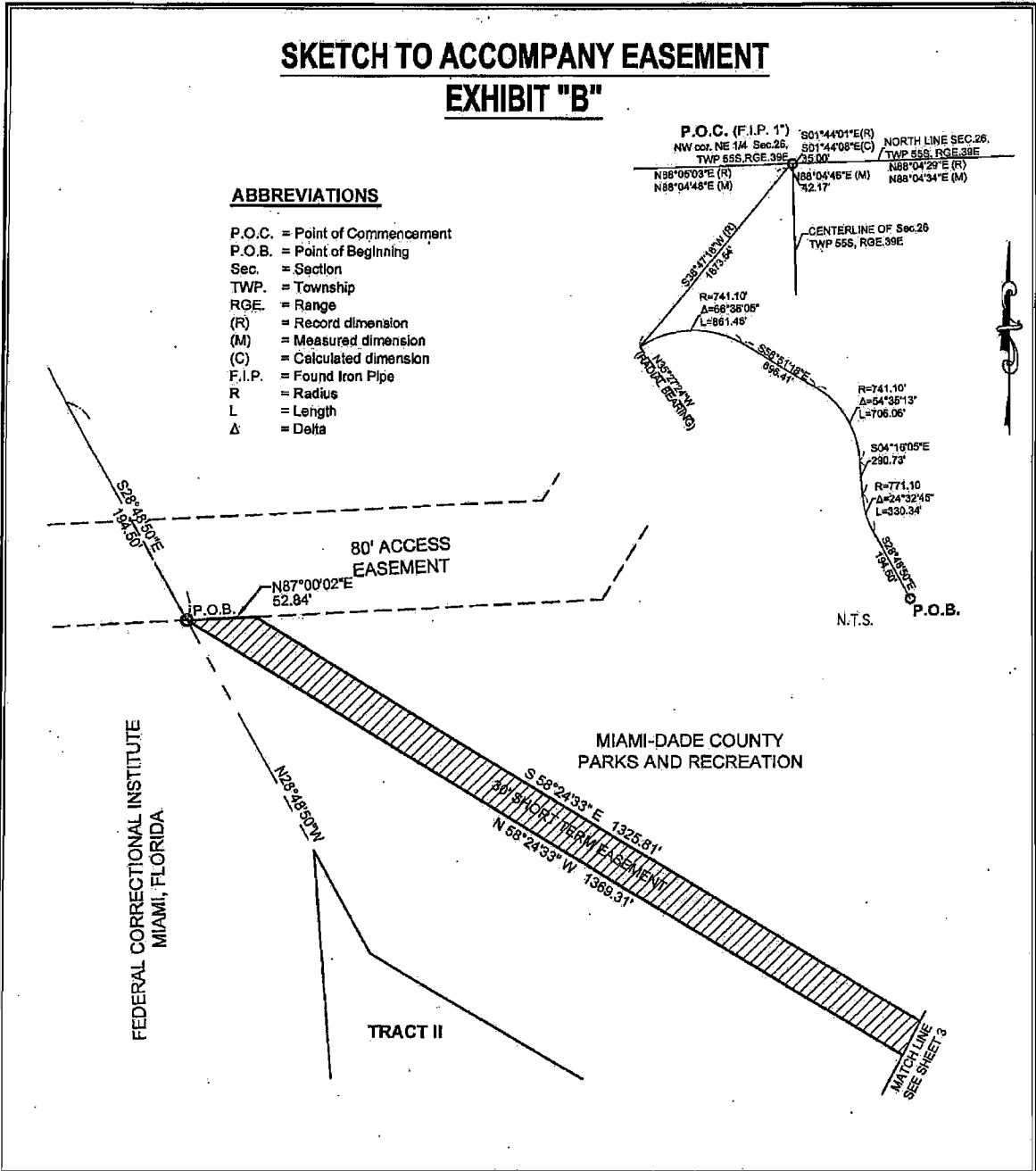
51

**EXHIBIT C**  
**Easement 3 of 4 (Short-Term)**  
**Boundary Sketch**


**SKETCH TO ACCOMPANY EASEMENT**  
**EXHIBIT "B"**

**ABBREVIATIONS**

- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- Sec. = Section
- TWP. = Township
- RGE. = Range
- (R) = Record dimension
- (M) = Measured dimension
- (C) = Calculated dimension
- F.I.P. = Found Iron Pipe
- R = Radius
- L = Length
- Δ = Delta



**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-6316 La. # 5004

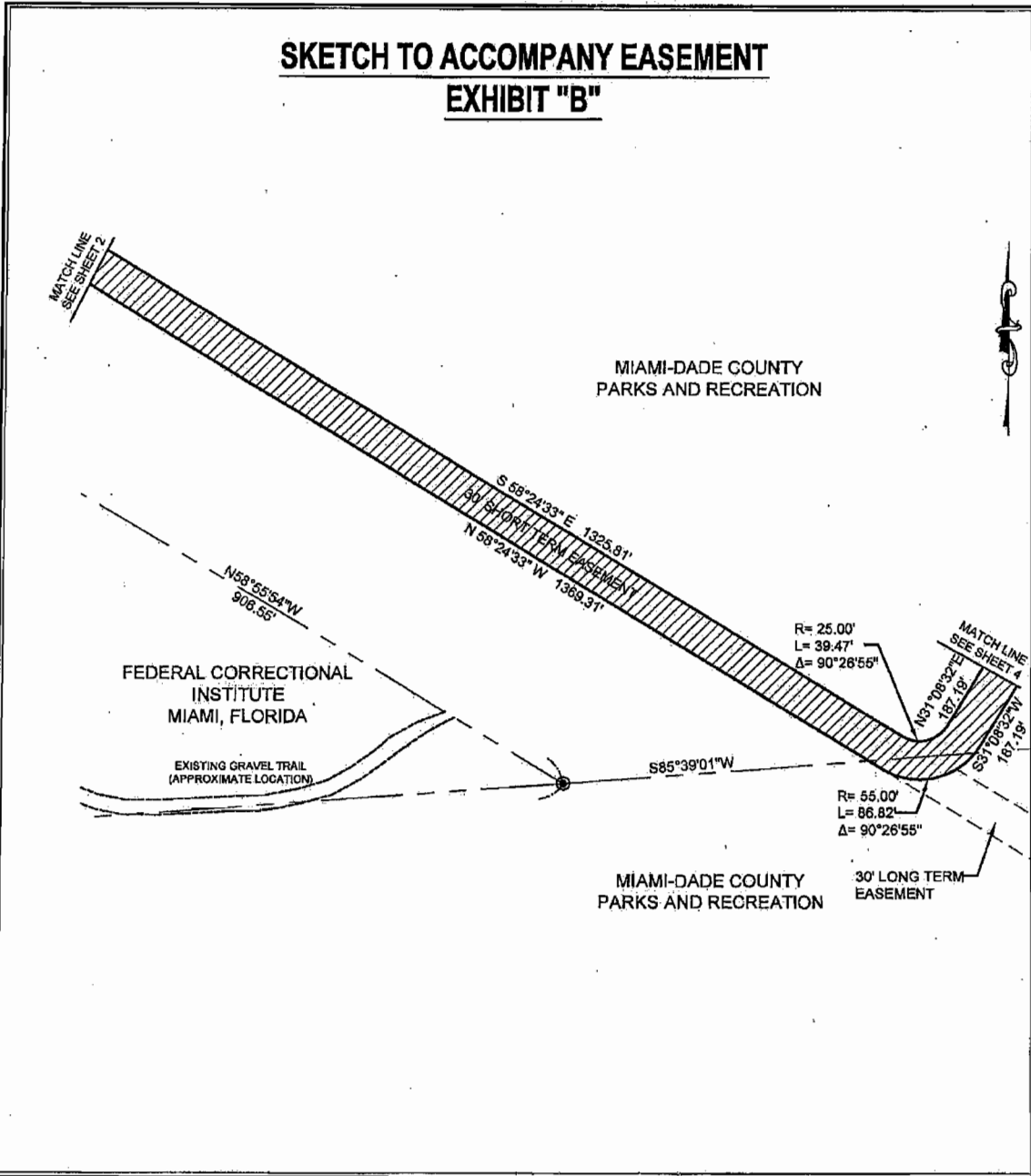
BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M. #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 04-20-10  
 SCALE: 1"=100'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (2 OF 6)

52

**EXHIBIT C**  
 Easement 3 of 4 (Short-Term)  
 Boundary Sketch (cont.)

**SKETCH TO ACCOMPANY EASEMENT  
 EXHIBIT "B"**



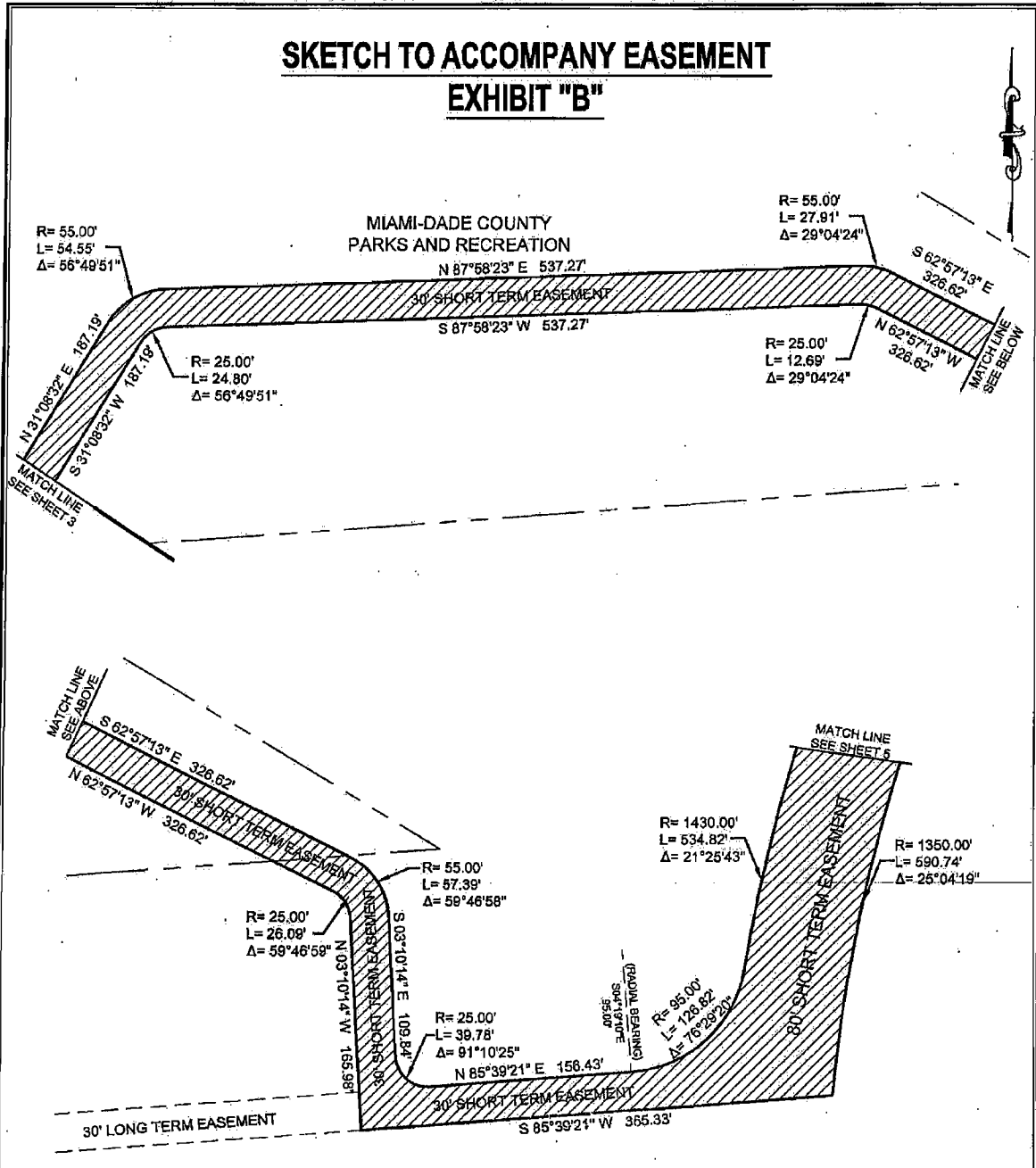
**ROBAYNA  
 AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 198th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9316 LB. # 8004

BY:  FOR THE FIRM  
 JOSE M. RIVES JR. P.S.M #6685  
 STATE OF FLORIDA

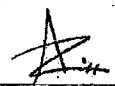
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 ACCOMPANIED BY ALL  
 SHEETS (3 OF 6)

53

**EXHIBIT C**  
 Easement 3 of 4 (Short-Term)  
 Boundary Sketch (cont.)



**ROBAYNA  
 AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5828 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9318 L.B. # 5004

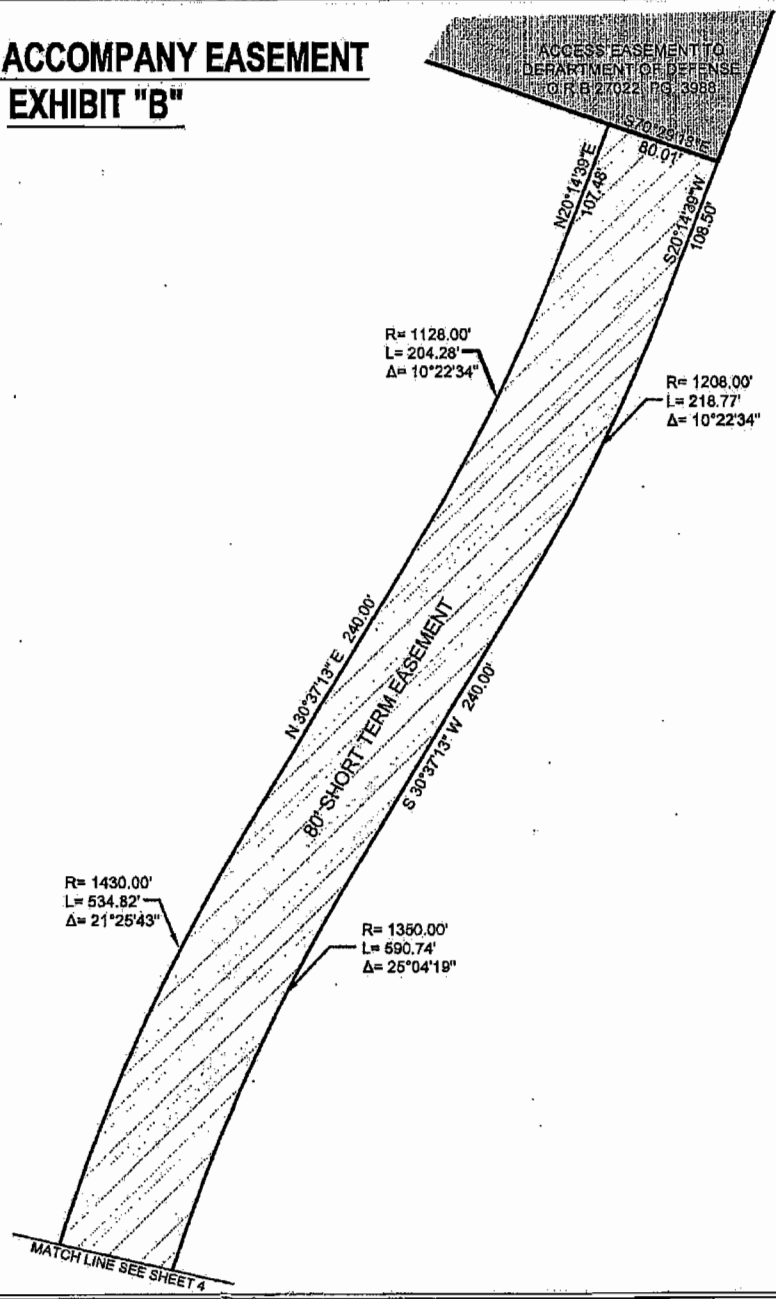
BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M. #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 04-20-10  
 SCALE: 1"=100'  
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 ACCOMPANIED BY ALL  
 SHEETS (4 OF 6)


54

**EXHIBIT C**  
**Easement 3 of 4 (Short-Term)**  
**Boundary Sketch (cont.)**

**SKETCH TO ACCOMPANY EASEMENT**  
**EXHIBIT "B"**



**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-8316 L.B. # 5004

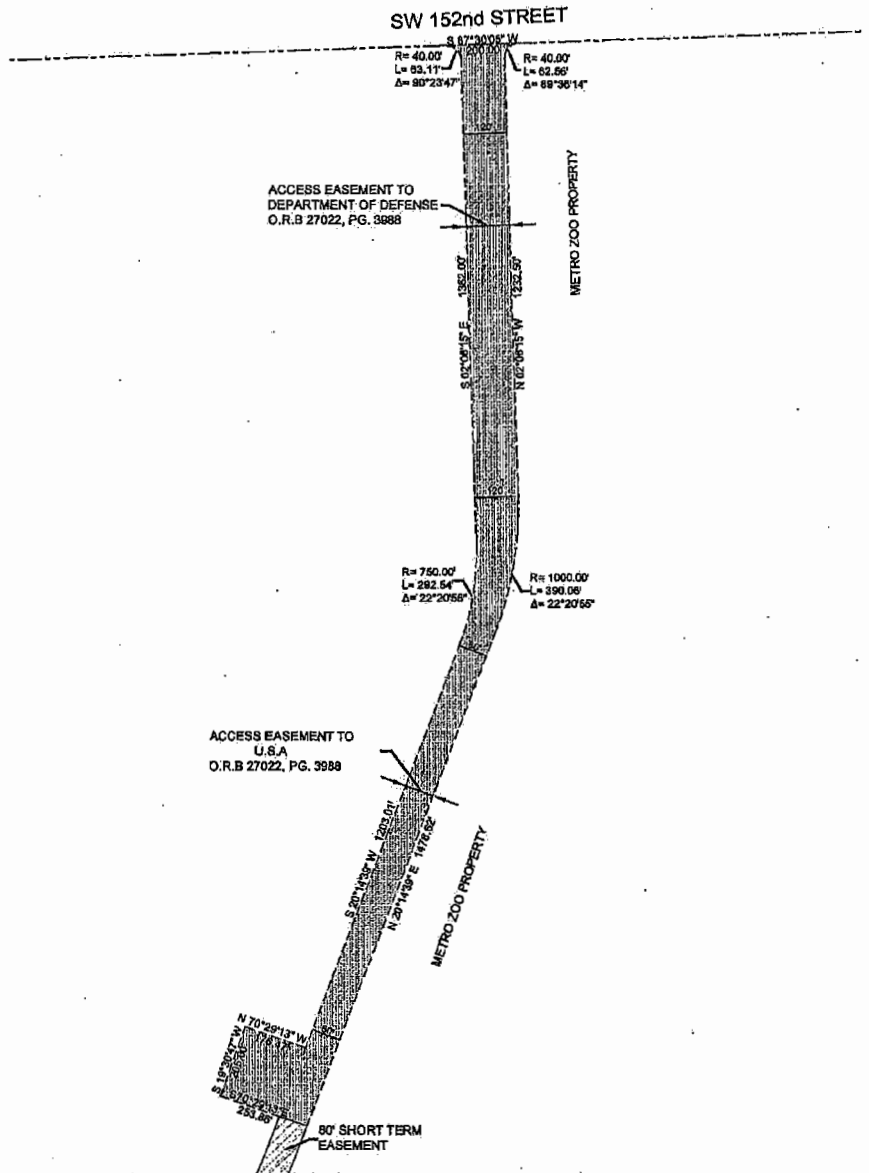
BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M #8685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 04-20-10  
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 SHEETS (5 OF 6)


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**EXHIBIT C**  
 Easement 3 of 4 (Short-Term)  
 Boundary Sketch (cont.)

**SKETCH TO ACCOMPANY EASEMENT**  
**EXHIBIT "B"**



**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 3829 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9318 LB. # 5004

BY:  FOR THE FIRM  
 JOSE M. RIVES Jr, P.S.M #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 04-20-10  
 SCALE: 1"=400'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (6 OF 6)



EXHIBIT C  
Easement 4 of 4 (Long-Term)  
Legal Description

**SKETCH TO ACCOMPANY EASEMENT  
LEGAL DESCRIPTION**

**LONG TERM EASEMENT**


Being a portion of Section 26, Township 55 South, Range 39 East, Miami-Dade County, Florida.

Commencing at the NW corner of the NE 1/4 of said Section 26, Township 55 S, Range 39 E; thence S 01°44'08" E along the West Line of the NE 1/4 of said Section 26, for 35 feet; thence S 88°04'46" W along a line parallel with and 35 feet South of the North Line of NW 1/4 of said Section 26 for 42.17 feet to the intersection with the southeasterly right-of-way line of the SEABOARD COAST LINE RAILROAD; thence S 38°47'18" W along said southeasterly right-of-way line for 1873.54 feet to a point of cusp on a non-tangential circular curve concave to the south to which point a radial line bears N 35°27'24" W 741.10 feet from its center; thence northeasterly along the arc of said curve for 861.46 feet through a central angle of 66°36'05" to the point of tangency; thence S 58°51'18" E for 696.41 feet to the point of curvature of a curve concave to the southwest having a radius of 741.10 feet and a central angle of 54°35'13"; thence southeasterly along the arc of said curve for 706.06 feet to the point of tangency; thence S 4°16'05" E for 290.73 feet to the point of curvature of a curve concave to the northeast having a radius of 771.10 feet and a central angle of 24°32'45"; thence southeasterly along the arc of said curve for 330.34 feet to the point of tangency; thence S 28°48'50" E for 194.50 feet to the POINT OF BEGINNING of the herein described easement; thence N 87°00'02" E for 52.84 feet; thence S 58°24'33" E for 1662.04 feet to the point of curvature of a curve concave to the northeast having a 25.00 feet radius and a central angle of 35°56'06"; thence southeasterly and easterly along the arc of said curve for 15.68 feet to the point of tangency; thence N 85°39'21" E for 951.38 feet to a point on a non-tangential circular curve concave to the northwest to which point a radial line bears S 04°19'10" E 95.00 feet from its center; thence easterly and northeasterly along the arc of said curve for 126.82 feet through a central angle of 76°29'20" to a point of reverse curvature of a curve concave to the southeast having a 1430.00 feet radius and a central angle of 21°25'43"; thence northeasterly along the arc of said curve for 534.82 feet to the point of tangency; thence N 30°37'13" E for 240.00 feet to the point of curvature of a curve concave to the northwest having a 1128.00 feet radius and a central angle of 10°22'34"; thence northeasterly along the arc of said curve for 204.28 feet to the point of tangency; thence N 20°14'39" E for 107.48 feet to a point on the southerly line of an existing Ingress-Egress easement to the United States of America as described in Official Record Book 27022, Page 3988 as recorded in the Public Records of Miami-Dade County, Florida; thence S 70°29'13" E for 80.01 feet along the southerly of said Ingress-Egress easement to its southeasterly corner; thence S 20°14'39" W for 108.50 feet to the point of curvature of a curve concave to the northwest having a 1208.00 feet radius and a central angle of 10°22'34"; thence southwesterly along the arc of said curve for 218.77 feet to the point of tangency; thence S 30°37'13" W for 240.00 feet to the point of curvature of a curve concave to the southeast having a 1350.00 feet radius and a central angle of 25°04'19"; thence southwesterly along the arc of said curve for 590.74 feet; thence S 85°39'21" W for 1104.13 feet to the point of curvature of a curve concave to the northeast having a 55.00 feet radius and a central angle of 35°56'06"; thence northwesterly along the arc of said curve for 34.50 feet to the point of tangency; thence N 58°24'33" W for 1705.54 feet to the POINT OF BEGINNING, containing 4.07 Acres more or less.

**Note:**

Bearings shown hereon refer to the monumented North line of the Northwest Quarter of Section 25, Township 55 South, Range 39 East as measured, said North line being coincident with the centerline of S.W. 152nd Street (Coral Reef Drive), being S 88°04'46" W.

**ROBAYNA**  
**AND ASSOCIATES INC.**  
ENGINEERS - PLANNERS - SURVEYORS  
5829 NW 152ND STREET  
MIAMI LAKES, FL 33014  
PH. (305) 823-9318 L.B. # 5004

BY:  FOR THE FIRM  
JOSE M. RIVES JR. P.S.M. #6685  
STATE OF FLORIDA

JOB ORDER No.: 090054

DATE: 03-25-10

SCALE: N.T.S.

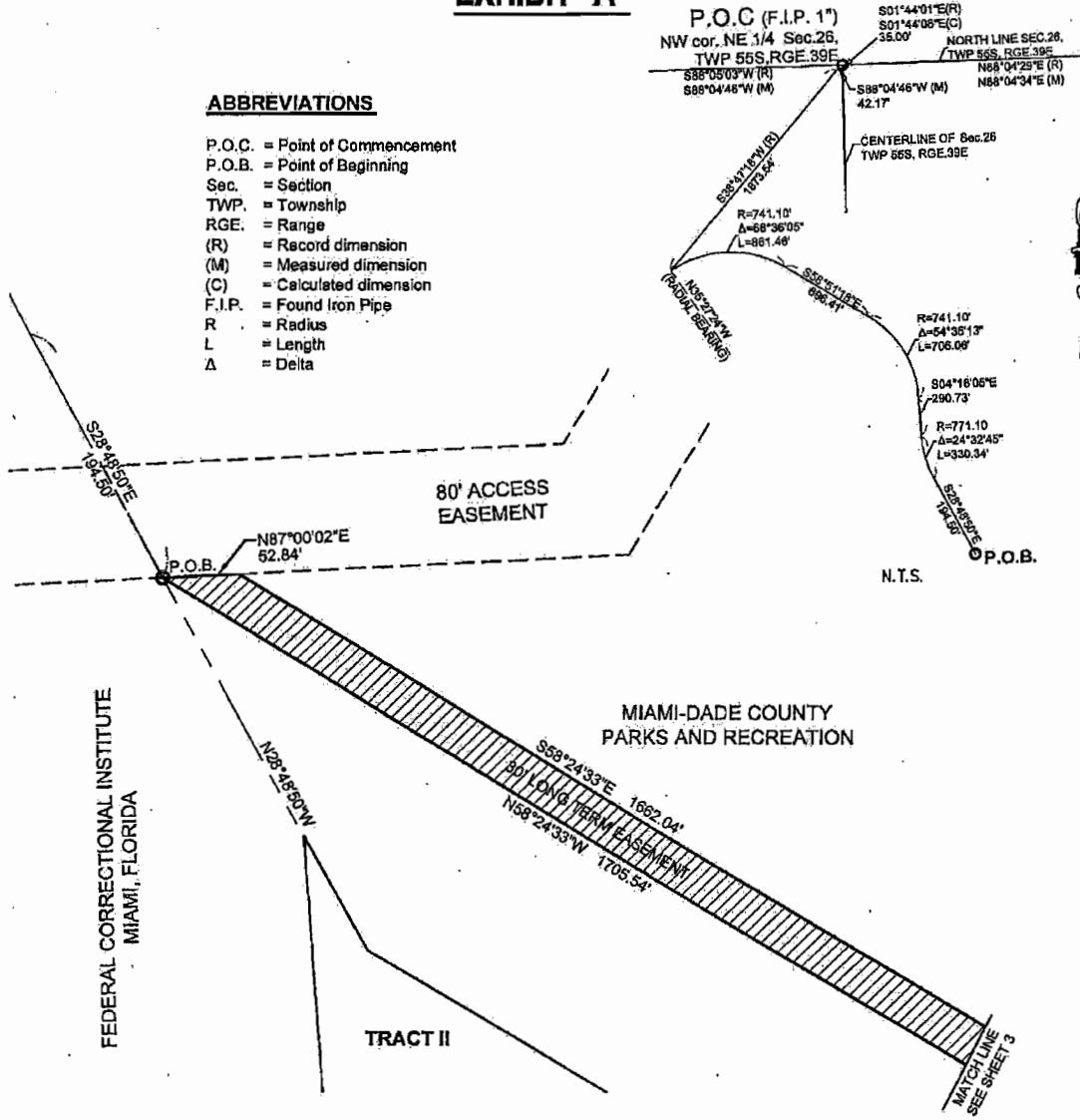
NOT VALID UNLESS  
ACCOMPANIED BY ALL  
SHEETS (1 OF 6)

**EXHIBIT C**  
**Easement 4 of 4 (Long-Term)**  
**Boundary Sketch**

**SKETCH TO ACCOMPANY EASEMENT**  
**EXHIBIT "A"**

**ABBREVIATIONS**

- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- Sec. = Section
- TWP. = Township
- RGE. = Range
- (R) = Record dimension
- (M) = Measured dimension
- (C) = Calculated dimension
- F.I.P. = Found Iron Pipe
- R = Radius
- L = Length
- Δ = Delta



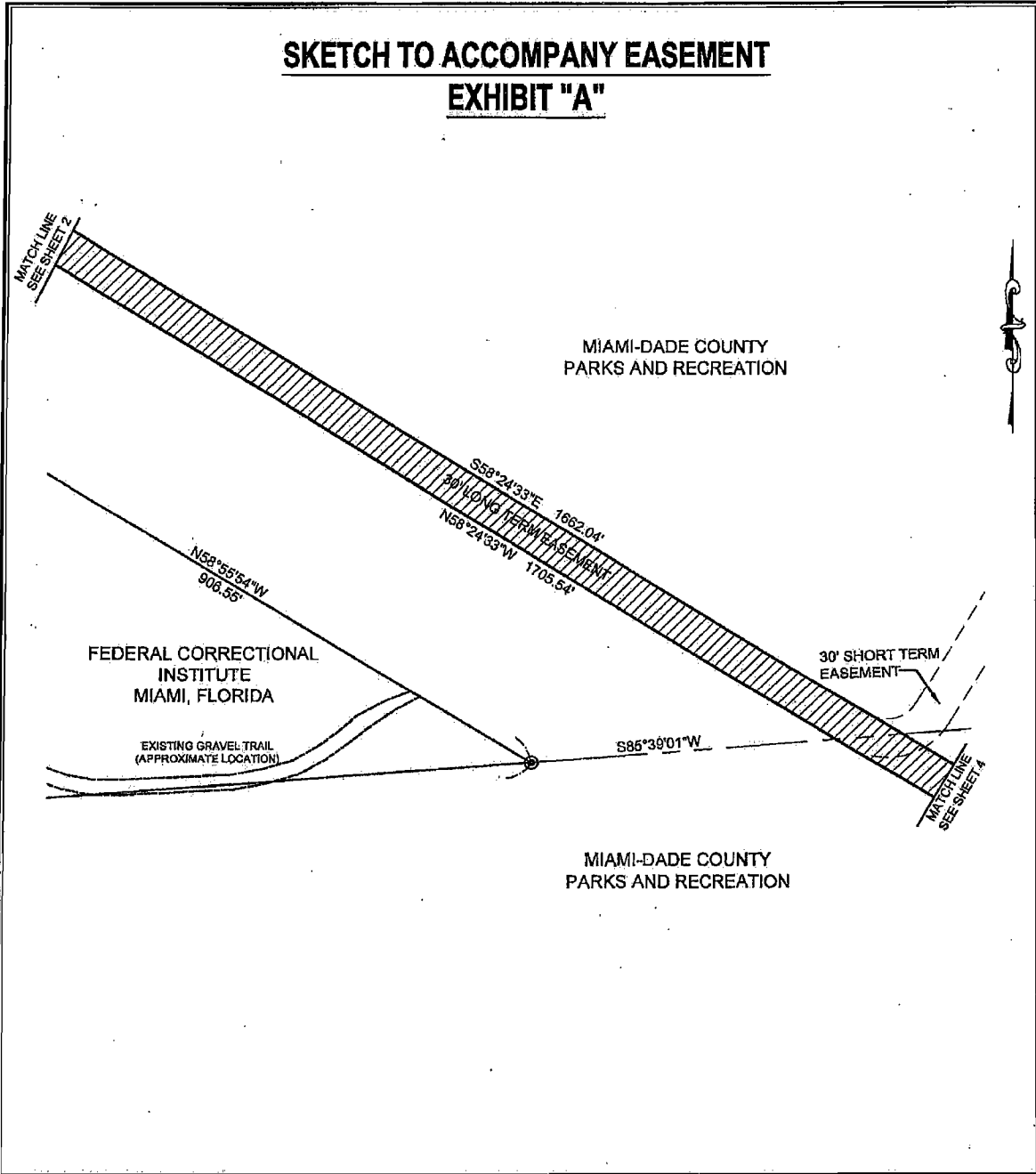
**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH. (305) 823-9316 L.B. # 5004

BY: *[Signature]* FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M. #6685  
 STATE OF FLORIDA


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 DATE: 03-25-10  
 SCALE: 1"=100'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (2 OF 6)

58

**EXHIBIT C**  
**Easement 4 of 4 (Long-Term)**  
**Boundary Sketch (cont.)**

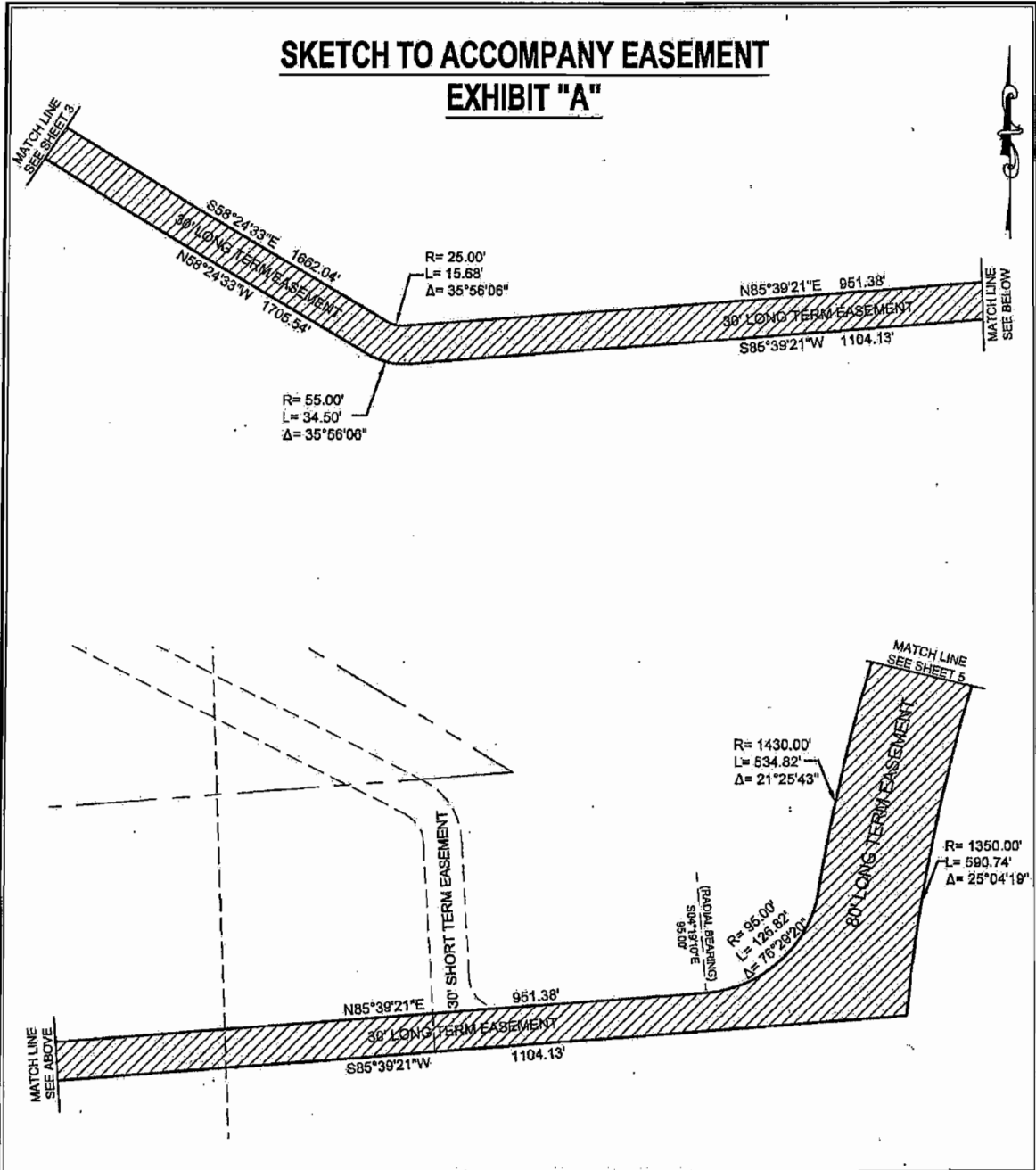


**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5828 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9318 LB. # 5004


BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M. #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 03-25-10  
 SCALE: 1"=100'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (3 OF 6)

**EXHIBIT C**  
**Easement 4 of 4 (Long-Term)**  
**Boundary Sketch (cont.)**



**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9316 LB. # 5004

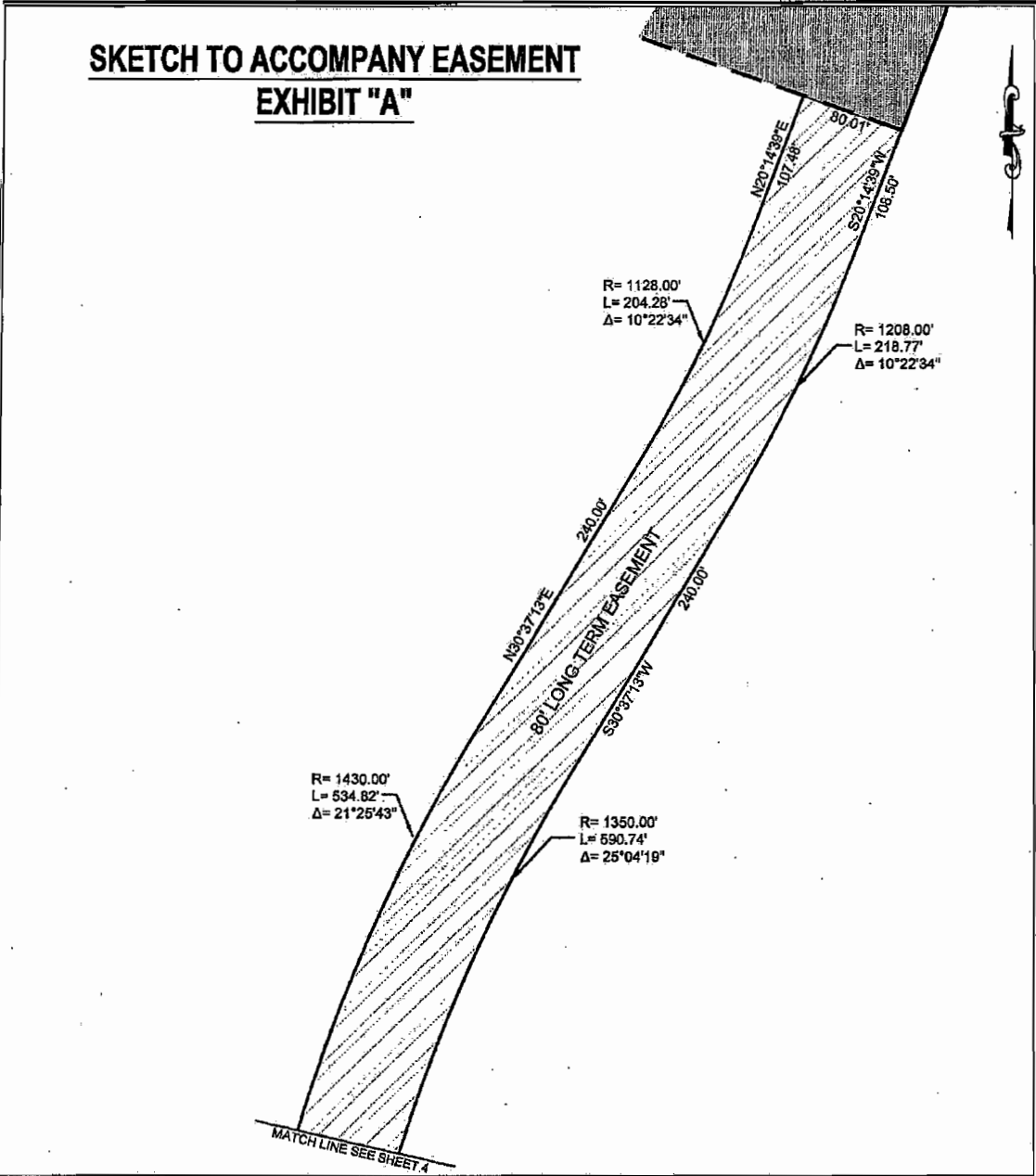
BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M. #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 03-25-10  
 SCALE: 1"=100'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (4 OF 6)


60

**EXHIBIT C**  
 Easement 4 of 4 (Long-Term)  
 Boundary Sketch (cont.)

**SKETCH TO ACCOMPANY EASEMENT**  
**EXHIBIT "A"**



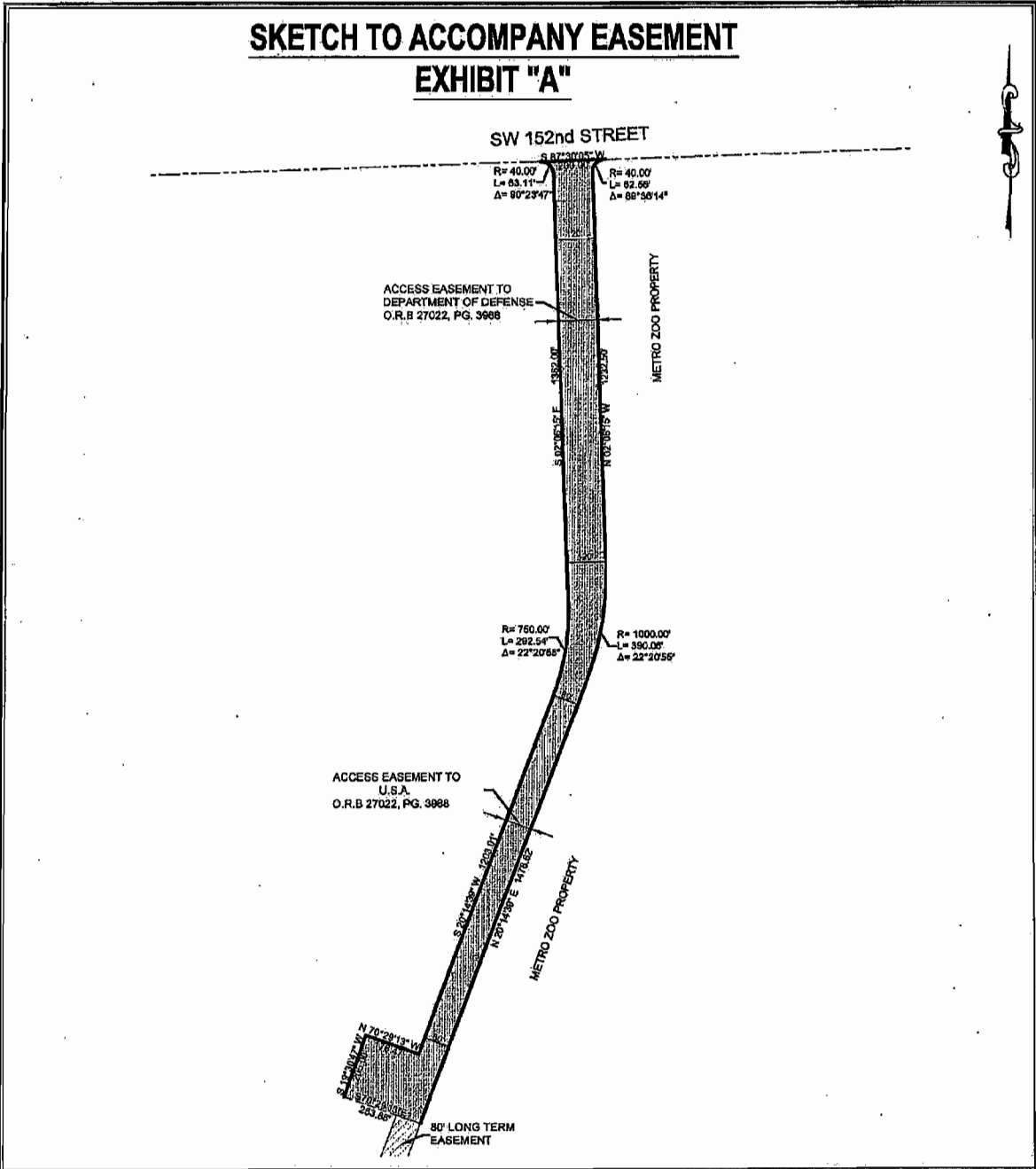
**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5829 NW 150th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9318 L.B. # 6004

BY:  FOR THE FIRM  
 JOSE M. RIVES Jr. P.S.M #6655  
 STATE OF FLORIDA


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 ACCOMPANIED BY ALL  
 SHEETS (5 OF 6)

61

**EXHIBIT C**  
 Easement 4 of 4 (Long-Term)  
 Boundary Sketch (cont.)



**ROBAYNA**  
**AND ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 5423 NW 154th STREET  
 MIAMI LAKES, FL 33014  
 PH.(305) 823-9316 L.B. # 5004

BY:  FOR THE FIRM  
 JOSE M. RIVES JR. P.S.M #6685  
 STATE OF FLORIDA

JOB ORDER No.: 090054  
 DATE: 04-20-10  
 SCALE: 1"=400'  
 NOT VALID UNLESS  
 ACCOMPANIED BY ALL  
 SHEETS (6 OF 8)

*Handwritten mark*

# ATTACHMENT III

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

Agenda Item No. 8(M)(1)(D)

Veto \_\_\_\_\_

07-06-06

Override \_\_\_\_\_

RESOLUTION NO.      R-819-06

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

RESOLUTION APPROVING MODIFICATION OF DEED TO METROZOO PROPERTY AND AUTHORIZING COUNTY MANAGER TO ACCEPT MODIFIED DEED; APPROVING VOLUNTARY RESTRICTION RUNNING WITH THE LAND IN FAVOR OF THE UNITED STATES FOR MAINTENANCE OF CERTAIN WEST KENDALL DISTRICT PARK PROPERTY FOR PUBLIC PARK OR PUBLIC RECREATIONAL PURPOSES ONLY AND AUTHORIZING COUNTY MANAGER TO EXECUTE RESTRICTION; DIRECTING COUNTY MANAGER TO EXECUTE AGREEMENT IN PRINCIPLE WITH U.S. ARMY PROVIDING FOR CONVEYANCE OF CERTAIN EASEMENTS AND LANDS LOCATED UPON THE METROZOO AND GOLD COAST RAILROAD MUSEUM PROPERTIES

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

WHEREAS, Miami-Dade County has prepared feasibility studies, site plans, and facility designs to develop lands on the Metrozoo property into an Entertainment District composed of the existing zoological park, a water park, a family entertainment center, related retail concessions food and drink establishments, and a hotel, and to further develop the museum on the Gold Coast Railroad Museum property, provided that all such uses and structures are approved by referendum pursuant to Article 6 of the Miami-Dade County Home Rule Charter; and

WHEREAS, existing deed restrictions imposed by the National Park Service prohibit the use of the Metrozoo property for any purpose other than "public park or public recreation"; and

WHEREAS, the National Park Service has cooperated with the County to allow plans for the Entertainment District to proceed, subject to a transfer from the Metrozoo property to the West Kendall District Park property of the restriction prohibiting uses other than "public park or public recreation" to comply with federal laws and preserve the total amount of park land in the area; and

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WHEREAS, as a condition of its consent to the transfer of the deed restriction from the Metrozoo property to the West Kendall District Park property, the U.S. Army has requested a guarantee of certain force protection measures to secure the adjacent Army base; and

WHEREAS, these force protection measures are to be provided through the conveyance of certain easements and lands located upon the Metrozoo and Gold Coast Railroad Museum properties pursuant to an Agreement in Principle; and

WHEREAS, this Board finds it necessary and appropriate and in the best interest of the County to modify the deed that conveyed the Metrozoo property to the County, to transfer the deed restriction in favor of the United States to the West Kendall District Park property, and to approve the Agreement in Principle with the Army,

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

Section 1. This Board hereby approves (1) a modification of the deed that conveyed the Metrozoo property to the County (the "Metrozoo deed"), to remove the express restriction prohibiting any use other than "public park or public recreation" only as to the parcels described in Exhibits 1-3 hereto, for the purpose of allowing this Board to consider the development described in the County Manager's memorandum attached hereto; and (2) a voluntary restriction running with the land in favor of the United States on certain West Kendall District Park property, described generally in Exhibit 4 hereto, prohibiting use of that property for any purpose other than "public park or public recreation" (the "West Kendall Park restriction").

Section 2. This Board further authorizes and directs the County Manager (1) to accept from the National Park Service the modified Metrozoo deed, as described in Section 1, after review for legal sufficiency by the County Attorney's Office; and (2) to execute, after review for legal sufficiency by the County Attorney's Office, the West Kendall Park restriction, as described in Section 1.

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Section 3. This Board further directs the County Manager to execute the Agreement in Principle, in substantially the form attached hereto and made a part hereof, for and on behalf of Miami-Dade County, after review for legal sufficiency by the County Attorney's Office, in compliance with Resolution R-130-06.

Section 4. This Board's approval of the Agreement in Principle and the West Kendall Park restriction shall become effective only upon the County Manager's receipt of a written commitment by the National Park Service to modify the Metrozoo deed upon the County's execution of the Agreement in Principle, consistent with the provisions of this resolution.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Katy Sorenson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	aye		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Jose "Pepe" Diaz	aye
Audrey M. Edmonson	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of July, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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



HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.

**KAY SULLIVAN**

Deputy Clerk



# MEMORANDUM

(Revised)

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

**DATE:** July 6, 2006

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

**SUBJECT:** Agenda Item No. 8(M)(1)(D)

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

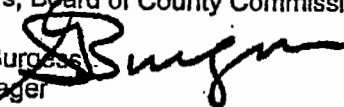
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# Memorandum



**Date:** July 06, 2006

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

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

**Subject:** Metrozoo Further Development  
Deed Modifications and Agreement in Principle

Agenda Item No. 8(M)(1)(D)

## RECOMMENDATION

It is recommended that the Board approve the attached resolution that approves certain deed modifications to the Metrozoo and Gold Coast Railroad Museum properties, subject to the County Manager executing an Agreement in Principle with the U.S. Army. These measures are necessary to obtain federal approvals for the County to proceed with development of a water park, a family entertainment center, related retail concessions, food and drink establishments, and a hotel on Metrozoo property.

## BACKGROUND

In May 2002, the Park and Recreation Department completed the "Miami-Metrozoo Master Plan and Further Development Plan" focusing on improvements to County owned and non-County owned lands. On July 11, 2002, the Board approved the Master Plan that focused only on the portion of County-owned Metrozoo property supporting the animal attractions (R-745-02). Approval and implementation of development on the remaining County-owned Metrozoo land requires additional development authorization, including a countywide referendum to approve commercial development of public park land pursuant to Miami-Dade County Home Rule Charter's Article 6, and modification of deed language imposed on the property by the federal public benefit conveyance.

The deed for the Metrozoo property presently limits its use to public park and public recreation purposes. Modification of the deed will permit the County to contract for commercial uses and structures such as the water park and family entertainment center (Exhibit 1-3). Concession revenue derived by the County will be used to expand Metrozoo facilities and to support the zoo's expanded conservation and education mission. The deed modification is accomplished through a federally authorized exchange, based on land value, in which the deed restriction is transferred to another, newly acquired park property.

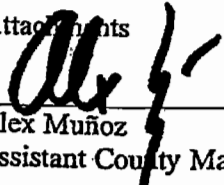
West Kendall District Park was identified prior to its acquisition in 2000 as the property of choice for the deed restriction transfer (Exhibit 4). The selection of this park was due to four primary reasons: first, the park was of sufficient total size to accept the future Metrozoo transfers; second, the National Park Service reviewed and approved the park as an acceptable transfer property; third, the federally imposed deed restriction was no more limiting than current Miami-Dade County Home Rule Charter restrictions and would not compromise any further park improvements; and fourth, the park is in relatively close proximity and land value to Metrozoo.

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During final federal review and approval of the Metrozoo deed modification, an adjacent property owner, the U.S. Army, objected to certain County development actions that might impact their security and force protection needs. Through negotiation, the U.S. Army and the County identified certain restrictions on the Metrozoo and Gold Coast Railroad Museum properties, including restrictive easements, conveyances of lands, and security walls that diminish the impact of proposed further development on the Army facility. These measures are included in an Agreement in Principle (Exhibit 5). Subject to approval and execution of this Agreement, the Army will communicate to the National Park Service (NPS) and U.S. General Services Administration (GSA) that it has removed its objections to the project. The NPS will then issue the County a letter of intent, with a concurrence by GSA, to complete the required release and transfer deed documents (Exhibit 6).

The consent of the federal government to the development of a commercial entertainment district on Metrozoo property is required before the County permits a countywide referendum pursuant to Article 6 of the County Charter. Because the NPS letter of intent cannot be issued prior to the Board considering the ballot language for the Article 6 referendum, NPS and GSA have agreed to provide the County with a written commitment that NPS will issue the letter of intent upon the County's execution of the Agreement in Principle.

Attachments

  
\_\_\_\_\_  
Alex Muñoz  
Assistant County Manager