Memorandum

MIAMI-DADE COUNTY

Date: October 4, 2011

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

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

From: Carlos A. Gimenez
Mayor

Subject: Oak Park Quit Claim Deed and License and Joint Use Agreement

---

Recommendation

It is recommended that the Board adopt the attached resolution accepting a Quit Claim deed of land from the Historical Association of Southern Florida, Inc. (HASF), a non-profit organization, to expand Oak Park, and authorize a waiver of formal competitive bidding to enter into a License and Joint-Use Agreement with HASF to allow HASF to construct an archival quality storage facility on Oak Park, all in accordance with applicable law.

Scope

Oak Park, a 0.7-acre local mini-park, is located at 620 NW 117 Street within County Commission District 2. Approval of the Quit Claim deed will expand Oak Park by 0.08 acres and approval of a Joint Use License Agreement will allow the HASF, through a waiver of competitive bidding, to construct and operate a 20,000 square foot air conditioned storage facility on the park property without cost to the County. The joint use agreement will detail construction and use provisions, requirements for certain maintenance and security of County lands and establishment of insurance and mutual indemnification between parties.

Fiscal Impact/Funding Source

The HASF agrees to assume all costs associated with the construction of the County-owned building; furthermore, HASF assumes all costs to operate, maintain and secure the building and parking lot on land owned by the County. HASF construction will reduce the County's capital cost to construct the facility by over $1.5 million, reduce the County's document storage fees by more than $7,500 per year, or $225,000 over the term of the Agreement, and eliminate its grounds maintenance costs entirely.

Track Record/Monitor

HASF has successfully operated museum space within County owned buildings for over forty (40) years. Randy Koper, Property Management Section of the Park and Recreation Department (MDPR), will monitor compliance of the Agreement.

Background

HASF seeks to gather, organize, preserve and celebrate Greater Miami-Dade County's history as the unique crossroads of the Americas was and has a need to expand archival quality museum storage for historical artifacts. Since MDPR had a similar need for the storage of archival capital improvement documents and HASF has an existing warehouse on a site adjacent to Oak Park, MDPR determined that the use of undeveloped lands within Oak Park by HASF could mutually benefit the County and HASF.

The size of Oak Park required that the warehouse building and parking utilize existing right-of-way lands between the County and HASF properties. On July 7, 2011 the Miami-Dade County Board of County Commissioners approved road closing petition No. 886 to close the right-of-way separating Oak Park

from the HASF property under resolution R-507-11 (Exhibit A). The right-of-way that was closed was never improved or maintained by the County. The Quit Claim deed to the County (Exhibit B) will give HASF's western-half of the right-of-way (3,506 sq. ft.) to the County to expand Oak Park.

It is in the best interest of the County to waive competitive bidding in order to enter into a License and Joint-Use Agreement with HASF (Exhibit C) and allow HASF to construct an archival quality storage facility on Oak Park, in accordance with all County Department rules and applicable law. Authorizing the waiver of formal competitive bidding for a non-profit organization to use and improve County land pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(B) of the Code of Miami-Dade County is recommended because this project is in the best interest of the County as it reduces development and operating costs of a necessary facility that normally would be supported by a County subsidy. Waiving competitive selection is also deemed in the best interest of the County given the unique role HASF has already played in storing, preserving and displaying historical artifacts of importance to County residents, its occupancy of the adjacent property and the new role it will play in storing and preserving MDPR archival documents detailing the construction of heritage parks, all at no cost to the public.

Construction, maintenance and security of the park warehouse and associated parking would be at the sole cost of the HASF. As consideration for the licensed use of County land, MDPR will own the building and will freely utilize 5,000 sq.ft. of the 20,000 sq.ft. building.

Attachments

Lisa Martinez
Senior Advisor

MEMORANDUM

(Revised)

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

DATE: October 4, 2011

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

SUBJECT: Agenda Item No. 8(M)(1)(B)

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**

3

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(B)
10-4-11

RESOLUTION NO. _____

RESOLUTION ACCEPTING DEED OF LAND FROM THE HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA, INC. (HASF) TO EXPAND OAK PARK; AUTHORIZING WAIVER OF FORMAL COMPETITIVE BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY BY TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT TO CONTRACT WITH HASF FOR CONSTRUCTION OF STORAGE FACILITY AND RELATED IMPROVEMENTS ON OAK PARK AND FOR JOINT USE THEREOF; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE LICENSE AND JOINT USE AGREEMENT WITH HASF AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

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

Section 1. This Board accepts the Quit Claim Deed for 0.08 acres of land from the Historical Association of Southern Florida, Inc. ("HASF") in order to expand Oak Park.

Section 2. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record or cause to be recorded any instrument of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

Section 3. This Board authorizes the waiver of formal competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the Code of Miami-Dade County, Florida by a two-thirds (2/3) vote of those members present to contract with HASF for the construction of a storage facility and related improvements at Oak Park located at 620 NW 117 Street, Miami, Florida to be owned by the County and jointly used by HASF and the Miami-Dade Park and Recreation Department.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute the License and Joint-Use Agreement between Miami-Dade County and HASF, in substantially the form attached hereto, and to exercise any and all rights conferred therein.

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

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice-Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of October, 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

EXHIBIT A

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(H)
7-7-11

RESOLUTION NO. R-507-11

RESOLUTION GRANTING PETITION TO CLOSE NW 6 COURT, FROM NW 116 TERRACE TO NW 117 STREET (ROAD CLOSING PETITION NO. P-886)

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, (1) that the alleyway, street, road, highway or other place used for travel as described in the attached petition is hereby vacated, abandoned and closed, all rights of Miami-Dade County and the public in and to the same are hereby renounced and disclaimed; (2) it is found that the action will serve a public purpose and benefit the public without violating private property rights; (3) that the procedure utilized in the adoption of this resolution is expressly ratified and approved; and (4) the Clerk is hereby directed to publish notice of the adoption of this resolution one time within thirty (30) days hereafter in a newspaper of general circulation of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commission **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 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

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Alex S. Bokor

Memorandum

MIAMI-DADE COUNTY

Date: July 7, 2011

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

From: Alina T. Hudak
County Manager

Subject: Road Closing Petition P-886
Section: 36-52-41
NW 6 Court, from NW 116 Terrace to NW 117 Street
Commission District: 2

Recommendation
It is recommended that the Board of County Commissioners (BCC) grant the attached Road Closing Petition following a public hearing. The Miami-Dade County Departments of Planning and Zoning, Public Works, Water and Sewer and Fire Rescue have no objection to this right-of-way being closed.

Scope
This road closing is located within Commission District 2.

Fiscal Impact/Funding Source
All the properties abutting the right-of-way to be abandoned are tax exempt. Therefore, granting of this petition will not result in an increase in revenue from property taxes. The inclusion of this additional area (approximately 7,012 square feet) will not create a fiscal impact to the Park and Recreation Department.

Track Record/Monitor
Not Applicable

Background
The petitioner, Miami-Dade County Park and Recreation, wishes to close the right-of-way for NW 6 Court from NW 116 Terrace to NW 117 Street to incorporate the land into its property and fully develop as a park. The right-of-way being closed has never been improved nor maintained by Miami-Dade County. This action will not adversely impact traffic flow or continuity of traffic in the area.

The subject right-of-way was dedicated in 1925, by the plat of PARKWOOD TERRACE, recorded in Plat Book 22, Page 3, of the Public Records of Miami-Dade County, Florida. The subject right-of-way is zoned BU-2 (Special Business District).

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 7, 2011

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

SUBJECT: Agenda Item No. 5(H)

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**

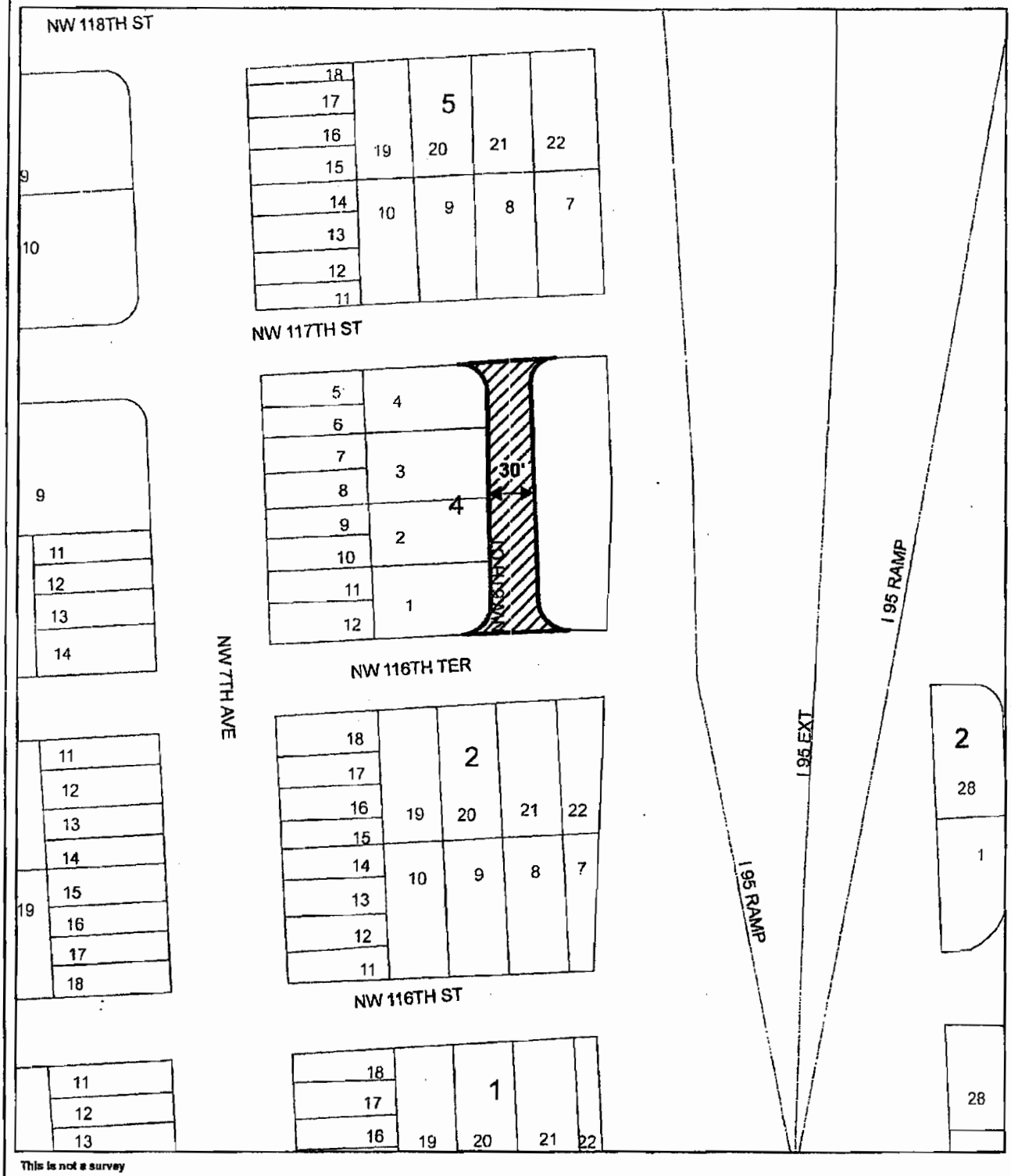
_____ **No committee review**

_____ **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**

Location Map

SECTION 36 TOWNSHIP 52 S RANGE 41 E



This is not a survey

P-886

Municipality: UNINCORPORATED MIAMI-DADE
Commission District: Jean Monestime, 2

PUBLIC WORKS DEPARTMENT
RIGHT OF WAY

Date: March 10, ,2011
Prepared by :Yazmin Morer

11

PETITION TO CLOSE ROAD

TO: Board of County Commissioners
Miami-Dade County, Florida

The undersigned, pursuant to Sections 336.09 – 336.12 Florida Statutes, hereby petitions the Board of County Commissioners to vacate, abandon, discontinue and close an existing public street, alleyway, road, highway, or other place used for travel, or a portion thereof, and to renounce and disclaim any right of the County and the public in and to any land in connection therewith; or to renounce and disclaim any right of County and the public in and to certain land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes; or to renounce and disclaim any right of the County and the public in and to certain land delineated on recorded map or plat as a street, alleyway, road or highway.

The undersigned hereby certify:

1. LEGAL DESCRIPTION: The complete legal description of the right-of-way sought to be closed is as follows:

A parcel of land being a portion of the west one-half (W. ½) of the northwest one-quarter (N.W. ¼) of the northwest one-quarter (N.W. ¼) of the Section 36, Township 52 South, Range 41 East, Miami-Dade County, Florida, bounded on the North by the South right-of-way line of N.W. 117th Street (NW 117th TERR. by said plat), on the South by the North right-of-way line of N.W. 116 Terrace, on the West by the East line of Block 4, including all radius returns thereof, according to the plat of "PARKWOOD TERRACE", as recorded in Plat Book 22, Page 3, of the Public Records of Miami-Dade County, Florida, lying between a tract named Public Park and Block 4, both of said plat.

2. PUBLIC INTEREST IN ROAD: The title of the county and the Public in and to the above described road, right-of-way was acquired and is evidenced in the following manner:

Dedicated in 1925, by the plat of "PARKWOOD TERRACE", recorded in Plat Book 22, Page 3, of the Public Records of Miami-Dade County, Florida.

3. ATTACH SURVEY SKETCH: Attached hereto is a survey accurately showing and describing the above described right-of-way and its location and relation to surrounding property, and showing all encroachments and utility easements.

4. ABUTTING PROPERTY OWNERS: the following constitutes a complete and accurate schedule of all owners of property abutting upon the above described right-of-way.

PRINT NAME	FOLIO NO.	ADDRESS
Miami-Dade County Parks and Recreation	30-2136-032-0910	275 NW 2 Street, Suite 430, Miami, Florida 33134
Historical Association of Southern Florida	30-2136-032-0430	101 W. Flagler Street Miami, Florida 33130

5. ACCESS TO OTHER PROPERTY: The undersigned certify that in the event this petition is granted no other property owners will be prevented from access to and from their property and no other property owners in the vicinity will be adversely affected.

6. GROUNDS FOR REQUESTING PETITION AND PROPOSED USE FOR THE LAND BY THIS REQUEST: The undersigned submits as a grounds and reasons in support of this petition the following (state in detail, why petition should be granted):

This right of way has never been improved nor maintained by Miami-Dade County Public Works Department. Closing this right of way will enable Miami-Dade County Park and Recreation Department and the Historical Association of Southern Florida to fully develop same for the benefit of the public, without impacting any abutting property owner.

7. Signatures of **all** abutting property owners: Respectfully submitted,

SIGNATURE	ADDRESS
Jack Kardys for: Miami-Dade County Parks and Recreation	275 NW 2 Street, Miami, Florida 33128
Robert McCammon Historical Association of Southern Florida	101 W. Flagler Street Miami, Florida 33130

Attorney for Petitioner

Address:_____
Signature of Attorney not required)

STATE OF FLORIDA)
) SS
MIAMI-DADE COUNTY)

BEFORE ME, the undersigned authority, personally appeared Jack Kardys, who first by me duly sworn, deposes and says that he is one of the petitioners named in and who signed the foregoing petition; that he is duly authorized to make this verification for and on behalf of all petitioners; that he has read the foregoing petition and that the statements therein contained are true.

_____
(Signature of Petitioner)

Sworn and subscribed to before me this

3rd day of March, 2009

Omara Coello
Notary Public State of Florida at Large

My Commission Expires: 9/11/2013

OMARA COELLO
Notary Public - State of Florida
My Comm. Expires Sep 11, 2013
Commission # DD 921620
Bonded Through National Notary Assn.

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

LEGAL DESCRIPTION OF:
PROPOSED ROAD VACATION

A PARCEL OF LAND LYING EAST OF BLOCK 4, "PARKWOOD TERRACE"
PLAT BOOK 22, PAGE 3, M-D.C.R.
MIAMI, MIAMI-DADE COUNTY, FLORIDA
SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET, ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF N.W. 116th TERRACE, ON THE WEST BY THE EAST LINE OF BLOCK 4, "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY AND ON THE EAST BY THE WEST LINE OF A PUBLIC PARK PARCEL, AS SHOWN ON SAID "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, BLOCK 4, "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

THENCE NORTH 89°47'01" EAST, ALONG THE NORTH LINE OF SAID BLOCK 4 AND ALONG THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET (FORMERLY KNOWN AS N.W. 117th TERRACE, PER PLAT), A DISTANCE OF 74.81 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, SAID POINT OF CURVATURE BEING ALSO THE POINT OF BEGINNING;

THE FOLLOWING THREE (3) COURSES BEING COINCIDENT WITH THE EAST BOUNDARY LINES OF SAID BLOCK 4;

THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°26'58" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°13'59" WEST, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 165.87 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°32'09" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF N.W. 116th TERRACE (FORMERLY KNOWN AS N.W. 117th STREET, PER PLAT);

THENCE NORTH 89°46'08" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT OF CUSP OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 00°13'52" EAST;

THE FOLLOWING THREE (3) COURSES BEING COINCIDENT WITH THE WEST BOUNDARY LINES OF A PUBLIC PARK PARCEL, AS SHOWN ON SAID "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

FILE: C:\Exacta Commercial surveyors\Exacta projects 2011\FL1102.0406 NW 6th Ct\1102-0406 SD.dwg

SKETCH No. FL1102-0406 SD

REVISIONS	DATE	BY

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
02/18/11	JDLR	SF	N/A

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

JAVIER DE LA ROCHA

PROFESSIONAL SURVEYOR AND MAPPER NO. 6080 – STATE OF FLORIDA

SEAL

NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

LEGAL DESCRIPTION OF:
PROPOSED ROAD VACATION

A PARCEL OF LAND LYING EAST OF BLOCK 4, "PARKWOOD TERRACE"
PLAT BOOK 22, PAGE 3, M-D.C.R.
MIAMI, MIAMI-DADE COUNTY, FLORIDA
SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST

LEGAL DESCRIPTION (CONT):

THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°27'51" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°13'59" EAST, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 165.84 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°33'02" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET (FORMERLY KNOWN AS N.W. 117th TERRACE, PER PLAT);

THENCE SOUTH 89°47'01" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 7,012 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 89°47'01" E, ALONG THE CENTER LINE OF N.W. 117th STREET, AS SHOWN IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-MAP FOR ROAD No. 9A (INTERSTATE I-95) SECTION No. 87270-2411.
2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY OF OTHER MATTERS OF RECORD BY EXACTA.
3. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY EXACTA COMMERCIAL SURVEYORS, INC., WITHOUT THE BENEFIT OF A TITLE SEARCH. FOR MORE INFORMATION ABOUT POSSIBLE EASEMENTS AND RESTRICTIONS ON THIS PROPERTY REFER TO THE PUBLIC RECORDS OF THIS COUNTY AND THE PLAT OF RECORD (IF ANY).

SKETCH No. FL1102-0406 SD

16

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

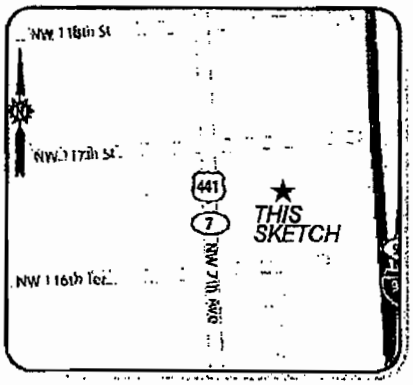
EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

SKETCH OF DESCRIPTION OF:
PROPOSED ROAD VACATION

A PARCEL OF LAND LYING EAST OF BLOCK 4, "PARKWOOD TERRACE"
PLAT BOOK 22, PAGE 3, M-D.C.R.
MIAMI, MIAMI-DADE COUNTY, FLORIDA
SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST



LOCATION MAP
NOT TO SCALE

NOTE:
SEE SHEETS 1 AND 2 FOR THE LEGAL DESCRIPTION OF THE SKETCH GRAPHICALLY SHOWN HEREON.

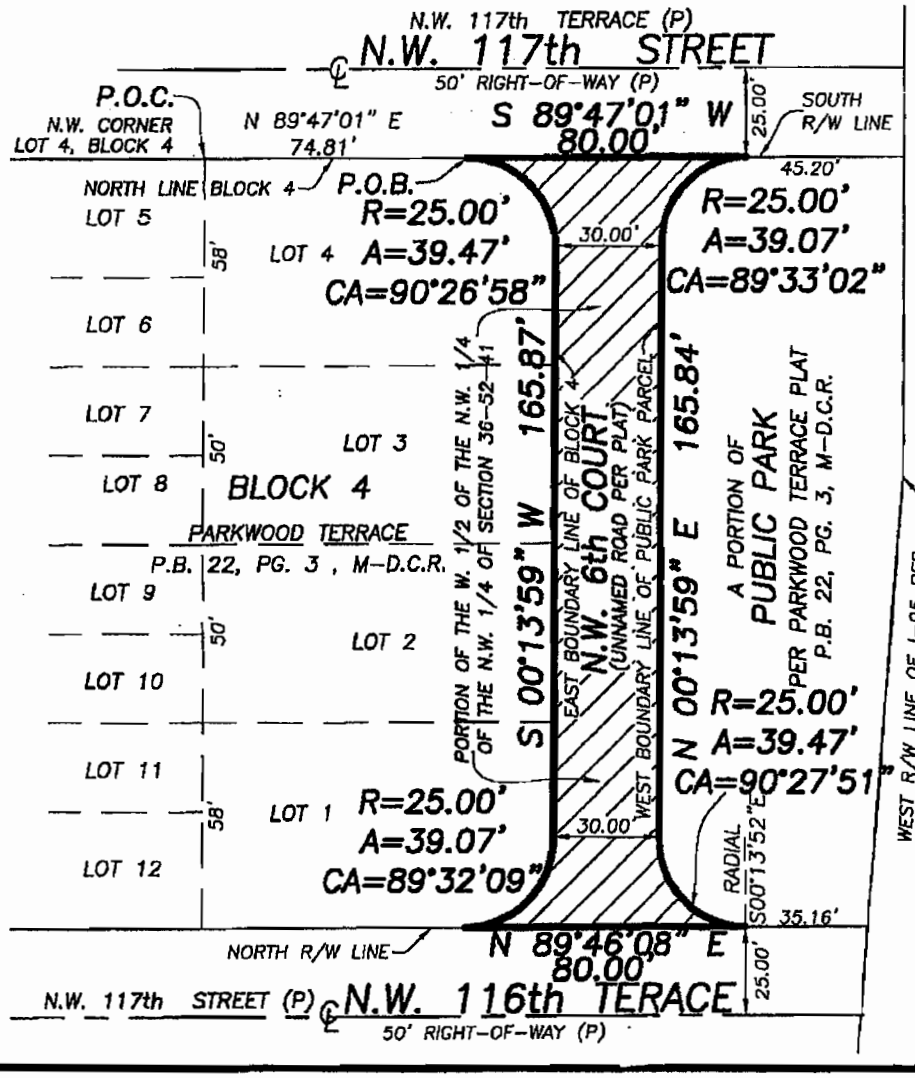
LEGEND:

M-D.C.R.	MIAMI-DADE COUNTY RECORDS
P.B.	PLAT BOOK
PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
CA.	CENTRAL ANGLE
R	RADIUS
A	ARC LENGTH
℄	CENTERLINE

N

SCALE: 1" = 50'

0 12 25 50 100
GRAPHIC SCALE



SKETCH No. FL1102-0406 SD

FILE: C:\Exacta Commercial surveyors\Exacta projects 2011\FL1102.0406 NW 6th Ct\1102-0406 SD.dwg

17

Return to:
Miami-Dade County Park and Recreation Dept.
275 N.W. 2st Street, Ste. 430
Miami, FL 33128
Instrument prepared by:
Kevin Asher
Folio No.: 3021360320430
User Department: Park and Recreation Department

QUIT CLAIM AND CONVEYANCE TO MIAMI-DADE COUNTY

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

THIS INDENTURE, Made this _____ day of _____, A.D. 2011, by and between **HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA INC.**, a corporation under the laws of the State of Florida, and having its office and principal place of business at 101 W. Flagler Street, Miami, Florida 33130, party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office address is 111 N.W. 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

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

Exhibit 1
Legal Description and Sketch
Parcel of Land lying in
Section 36, Township 52 South, Range 41 East

It is the intention of the party of the first part, by this instrument, to quitclaim and convey to the said party of the second part, and its successors in interest, all the right, title, interest, claim or demand of the party of the first part, in and to the land described herein, for use as a public park and recreation area and for all purposes incidental thereto.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested and delivered in our presence:
(2 witnesses for each signature or for all).

Witness

Hilda C. Magip

Printed Name

Witness

Jorge Zamanillo

Printed Name

Historical Assoc of S. Florida

Corporate Name - Printed

By: President

Robert McCammon

Printed Name

By: Secretary

Roxanne Cappello

Printed Name

CORP SEAL

STATE OF Florida)
) Miami-
COUNTY OF Dade)

I HEREBY CERTIFY, that on this 28 day of July, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert McCammon and Roxanne Cappello, personally known to me, or proven, by producing the following identification: _____ to be the President and Secretary of Historical Association of Southern Florida Inc., a corporation under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that he/she/they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

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

DAWN HUGH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE082416
Expires 5/19/2015

NOTARY SEAL

Notary Signature

DAWN HUGH

Printed Notary Name

Notary Public, State of Florida

My commission expires: 5/19/2015
Commission/Serial No. EE082416

The foregoing was accepted and approved on the _____ day of _____, A.D. 2011, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

County Mayor

ATTEST: HARVEY RUVIN,
Clerk of said Board

By: _____
Deputy Clerk

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

LEGAL DESCRIPTION OF:
PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST MIAMI, MIAMI-DADE COUNTY, FLORIDA

LEGAL DESCRIPTION:

THE WEST ONE-HALF (W. 1/2) OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND BEING A PORTION OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET, ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF N.W. 116th TERRACE, ON THE WEST BY THE EAST LINE OF BLOCK 4, "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY AND ON THE EAST BY THE WEST LINE OF A PUBLIC PARK PARCEL, AS SHOWN ON SAID "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, BLOCK 4, "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

THENCE NORTH 89°47'01" EAST, ALONG THE NORTH LINE OF SAID BLOCK 4 AND ALONG THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET (FORMERLY KNOWN AS N.W. 117th TERRACE, PER PLAT), A DISTANCE OF 74.81 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, SAID POINT OF CURVATURE BEING ALSO THE POINT OF BEGINNING;

THE FOLLOWING THREE (3) COURSES BEING COINCIDENT WITH THE EAST BOUNDARY LINES OF SAID BLOCK 4;

THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°26'58" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°13'59" WEST, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 165.87 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°32'09" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF N.W. 116th TERRACE (FORMERLY KNOWN AS N.W. 117th STREET, PER PLAT);

THENCE NORTH 89°46'08" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 39.80 FEET TO A POINT ON A LINE 15.00 FEET EAST OF AND PARALLEL TO THE MOST EASTERLY BOUNDARY LINE OF SAID BLOCK 4;

FILE: C:\Exacta Commercial surveyors\Exacta projects 2011\FL1102-0406 NW 8th Ct\1102-0406 SD W-HALF.dwg

SKETCH No. FL1102-0406 W1/2

REVISIONS	DATE	BY

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
02/19/11	JDLR	SF	N/A

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6360 – STATE OF FLORIDA

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SHEET 1 OF 3

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

LEGAL DESCRIPTION OF:

PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST MIAMI, MIAMI-DADE COUNTY, FLORIDA

LEGAL DESCRIPTION (CONT):

THENCE NORTH 00°13'59" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 215.86 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET (FORMERLY KNOWN AS N.W. 117th TERRACE, PER PLAT);

THENCE SOUTH 89°47'01" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 3,506 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 89°47'01" E, ALONG THE CENTER LINE OF N.W. 117th STREET, AS SHOWN IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-MAP FOR ROAD No. 9A (INTERSTATE I-95) SECTION No. 87270-2411.
2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY OF OTHER MATTERS OF RECORD BY EXACTA.
3. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY EXACTA COMMERCIAL SURVEYORS, INC., WITHOUT THE BENEFIT OF A TITLE SEARCH. FOR MORE INFORMATION ABOUT POSSIBLE EASEMENTS AND RESTRICTIONS ON THIS PROPERTY REFER TO THE PUBLIC RECORDS OF THIS COUNTY AND THE PLAT OF RECORD (IF ANY).

SKETCH No. FL1102-0406 W1/2

FILE: C:\Exacta Commercial surveyors\Exacta projects 2011\FL1102.0406 NW 6th Ct\1102-0406 SD W-HALF.dwg

SHEET 2 OF 3

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

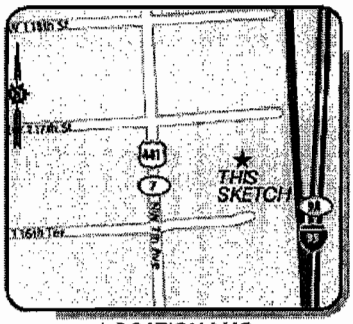
EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

SKETCH OF DESCRIPTION OF:

PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST MIAMI, MIAMI-DADE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

NOTE:
SEE SHEETS 1 AND 2 FOR THE LEGAL DESCRIPTION OF THE SKETCH GRAPHICALLY SHOWN HEREON.

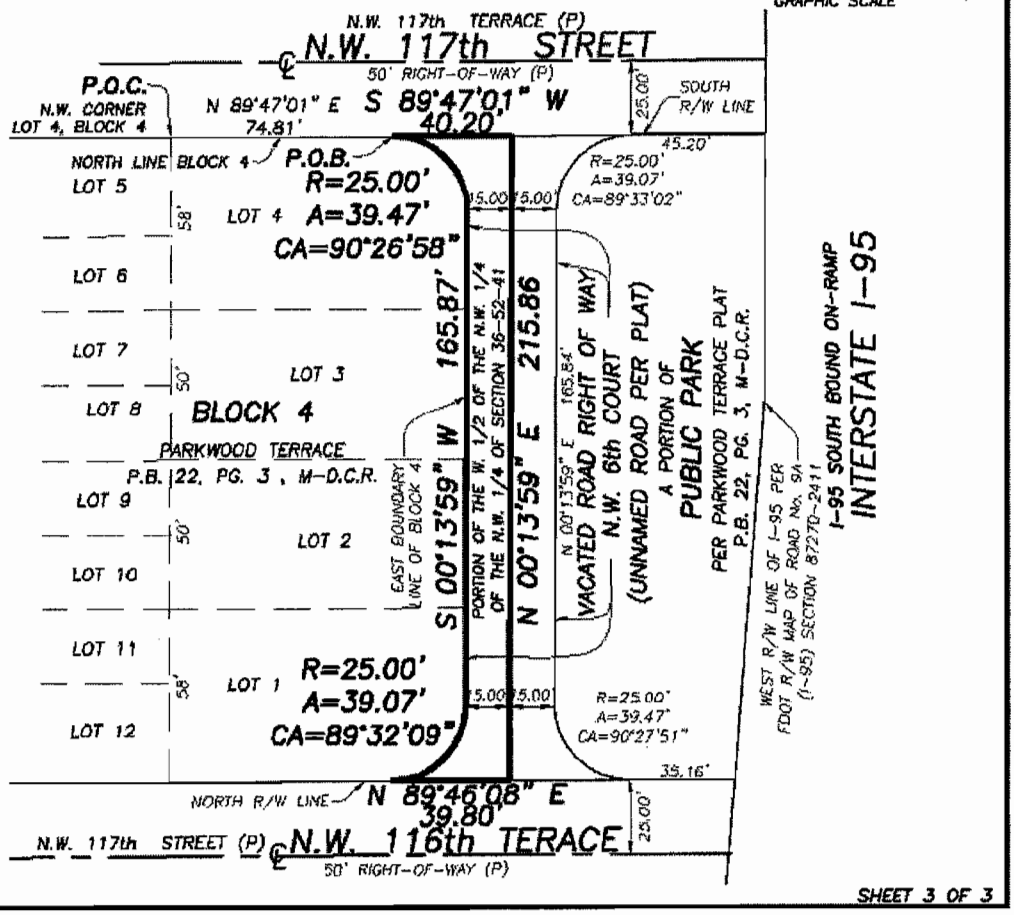
LEGEND:

M-D.C.R.	MIAMI-DADE COUNTY RECORDS
P.B.	PLAT BOOK
PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
CA.	CENTRAL ANGLE
R	RADIUS
A	ARC LENGTH
℄	CENTERLINE

SCALE: 1" = 50'

0 12 25 50 100

GRAPHIC SCALE



SKETCH No. FL1102-0406 W1/2

FILE: C:\Excle Commercial surveys\Excle projects 2011\FL1102-0406 NW 6th CT\1102-0406 SD W-HALF.dwg

SHEET 3 OF 3

Exhibit C

OAK PARK
LICENSE AND JOINT USE AGREEMENT

This License and Joint Use Agreement ("Agreement") made on the _____ day of _____, 2011, by and between MIAMI-DADE COUNTY ("COUNTY"), a political subdivision of the State of Florida, by and through its Park and Recreation Department ("PARD"), and HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA ("HASF"), a non-profit corporation within the State of Florida,

WHEREAS, the COUNTY owns a 0.7-acre local, mini-park located at 620 NW 117 Street, Miami, Florida 33168 and named Oak Park; and

WHEREAS, upon acceptance of the Quit-Claim Deed from HASF, Oak Park will be expanded by 0.08 acres; and

WHEREAS, the PARD is in dire need of archival quality storage facility because the storage facility it currently maintains at Kendall Indian Hammocks Park is in disrepair; and

WHEREAS, HASF desires to license and jointly use this storage facility to gather, organize, preserve and exhibit important historical and cultural artifacts and archival documents on Miami-Dade County's history as the unique crossroads of the Americas; and

WHEREAS, HASF will pay for and build an archival quality storage facility to be owned by the COUNTY and to be jointly used by the COUNTY and HASF,

NOW, THEREFORE, in consideration of the covenants herein contained, HASF and the COUNTY hereby agree as follows:

ARTICLE I – RECITALS

All recitals set forth above are incorporated into this Agreement and made a part hereof.

ARTICLE II - IMPROVEMENTS

HASF shall construct, at its sole cost and expense, an approximately 20,000 square foot two-story storage facility ("Storage Facility"), a parking lot, fencing and gates as needed to secure the Storage Facility, and utility improvements, (collectively referred to herein as "Improvements"), as illustrated in the Improvement Plan ("Exhibit C"). The Improvements shall be built upon the property illustrated in Location Map ("Attachment 1") and described in the Property Survey ("Attachment 2") as follows:

Folio Number 3021360320910

The Parcel named "Public Park Tract" of the subdivision of "Parkwood Terrace" according to the Plat thereof recorded at Plat Book 22, Page 3 of the Public Records of Miami-Dade County, Florida, less the area of the tract that has already been dedicated for right-of-way of Interstate I-95,

and

HASF-owned land (formerly the western half of NW 6th Court Right-of-Way) given by Quit Claim to Miami-Dade County .

Upon receipt of a certificate of occupancy for the Storage Facility, title to the Storage Facility shall immediately vest with the COUNTY. Title to all other Improvements shall also vest with the COUNTY immediately upon their completion. HASF, including its contractor and all applicable subcontractors, material suppliers, agents, legal representatives and employees, shall have use of and access to the construction area. Construction of the Improvements shall be done in compliance with all applicable laws, rules and regulations. HASF and/or its contractor shall secure the work site with appropriate construction fencing, and shall implement appropriate safety measures.

ARTICLE III – TERM OF AGREEMENT AND FEES

The Improvements shall be jointly used by the COUNTY and HASF for a term of thirty (30) years, commencing upon approval of the Board of County Commissioners (the "Effective Date"). The annual license fee for the joint use of the Improvements shall be One Dollar and 00/100 ($1.00) per year, payable by HASF in advance on the first day of every year to the Board of County Commissioners, c/o Park and Recreation Department, 275 NW 2 Street,

Miami, Florida 33128, or at such other place and to such other person as the COUNTY may from time to time designate in writing, as set forth herein.

Further, HASF does covenant and agree to pay the COUNTY as additional consideration for the joint use of the Improvements during the term and any renewals the following one-time payments all provided prior to the date of Beneficial Occupancy of the facility:

(1) $8,000 for Park and Recreation Department staff expenses in managing the approvals of the Project;

(2) $1,000 for Public Works Department staff expenses for a Road Closing petition; and

(3) $6,000 for Park and Recreation Department staff expenses in reviewing the design and construction documents of the Project.

ARTICLE IV - USE OF LICENSED PROPERTY

The COUNTY and HASF do hereby agree to jointly use the following facilities 1) Storage Facility and 2) parking lot, all as more specifically depicted on Exhibit "4" attached hereto and made a part hereof (collectively, the "Improvements"), for the gathering, organization, preservation and exhibition of important historical and cultural artifacts and archival documents on Miami-Dade County's history by HASF, and for the storage and organization by the COUNTY of the Park and Recreation Department's documents and park related artifacts. Approximately 5,000 square feet of the Storage Facility (one-half of the bottom floor) shall be allocated for the sole use of the COUNTY for its use.

The HASF and the COUNTY shall have the non-exclusive and unrestricted right to enter Oak Park and use the Improvements during all hours of all days, except that with respect to any tours, exhibitions or displays of HASF's documents to members of the general public, such tours, exhibitions and/or displays shall take place only from sunrise to sunset. The parties agree that they shall secure and lock all perimeter and parking lot gates as applicable at the completion of each party's respective use, and shall remove all vehicles not otherwise stationed in the parking lots prior to the other party's use.

The HASF and the COUNTY may promulgate and enforce reasonable rules and regulations governing their joint use of the Improvements. Any such additional rules and regulations will be agreed upon by the Parties in writing, and may not be contrary to the any rules or policies of either HASF or the COUNTY. Neither party shall commit nor permit any violations of applicable laws, rules and regulations of the COUNTY, STATE, or FEDERAL GOVERNMENT.

ARTICLE V - UTILITIES AND MAINTENANCE

The cost of all utilities and waste removal shall be paid by HASF, including any and all infrastructure required to provide service to the Improvements. HASF agrees to provide, at its sole cost and expense, all maintenance, landscaping, repairs or replacements, as necessary required to keep Oak Park and the Improvements in a state of good repair, and in a safe and clean condition at all times, during the term of this Agreement. Landscaping shall be maintained in as good a condition as said landscaping was at the beginning of the term of this Agreement. HASF, as its sole cost and expense, shall be responsible to provide ground maintenance to the area surrounding the Improvements, as depicted on Exhibit "C", including but not limited to, maintaining the landscaping and mowing, modifying the landscaping and vegetation if necessary to maintain and conserve it, and exterminating the Improvements.

ARTICLE VI - ASSIGNMENT

HASF shall not assign this Agreement or its right to use the Improvements without the prior written consent of the COUNTY, through its Board of County Commissioners.

ARTICLE VII - LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in or on the Improvements shall be at the risk of HASF or the COUNTY, whichever is the applicable owner thereof. The COUNTY shall not be

liable to HASF or any third party for any damage to HASF's or said third party's personal property unless caused by or due solely to negligence of the COUNTY, the COUNTY'S agents or employees, subject to all limitations of Florida Statutes, Section 768.28. HASF shall not be liable to the COUNTY or any third party for any damage to the COUNTY'S or said third party's personal property unless caused by or due solely to the negligence of HASF.

ARTICLE VIII - CONSTRUCTION

A. BIDDING

HASF agrees to competitively bid the construction of the Improvements and perform the construction work as provided herein, in compliance with all applicable local, State, and Federal laws, including but not limited to Section 255.20 of the Florida Statutes.

B. CONSTRUCTION

Prior to the commencement of any construction , HASF shall furnish the COUNTY with a payment and performance bond(s), specifically in compliance with Section 255.05, Florida Statutes and as described herein, or an alternate form of security in accordance with Section 255.05, Florida Statutes, all as approved by the COUNTY, which approval shall not be unreasonably withheld. The bond shall be that of a responsible surety company qualified and licensed to do business in Florida, in amounts not less than the cost of Improvements, as determined by the COUNTY and shall remain in effect until the entire cost of the Improvements shall have been paid in full. HASF shall record the bond(s) in the public records of Miami-Dade County. The bonds shall provide the following, without limitation:

1) That a payment bond in an amount not less than the cost of construction of the Improvements is obtained that is conditioned to secure the completion of the Improvements free from all liens and claims of contractors, subcontractors, mechanics, laborers and material; and

2) That a performance bond in an amount not less than the cost of construction of the Improvements is obtained that insures that the construction work shall be completed by HASF or, on its default, the surety.

Prior to the commencement of construction, HASF shall cause it's contractor to provide an original policy for Builders Risk/Installation Floater on an "All Risk" basis in an amount not less than the estimated replacement value at the time of completion of new buildings, structures, additions, improvements, alterations, repairs, machinery or equipment. The policy shall be in the name of Miami-Dade County and the Contractor as their interests may appear. This insurance is to be maintained until final completion of the Improvements, as determined by the Park and Recreation Department.

All construction work must meet or exceed requirements of applicable building codes in effect. During construction, the HASF shall retain all responsibility for securing the construction site. HASF shall be solely responsible for payment of all project cost and any cost overruns. HASF shall be solely responsible for overseeing the construction project from permitting through final completion.

C. INSURANCE

During construction, the HASF shall maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. HASF or contractor shall submit to COUNTY copies of its required insurance coverage and specifically provide that COUNTY (defined to mean the County, its officers, agents, employees, volunteers and representatives) is an additional insured or additional named insured with respect to the required coverage and the operations of contractor.

In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. HASF and Contractor shall not continue to complete the

improvements required by this Agreement unless all required insurance remains in full force and effect.

HASF shall require Contractor to procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance which must include the following coverage and minimum limits of liability.

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Joint Use Agreement in an amount not less than $500,000 combined single limit for bodily injury and property damage.
4. Completed Value Builders Risk/Installation Floater, as stipulated above (Article VIII B).

COUNTY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect HASF's or and Contractor's interest or liabilities, but are merely minimum requirements established pursuant to this Agreement.

Insurance companies selected by the Contractor must be acceptable to COUNTY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the COUNTY and to the HASF.

The required insurance coverage shall be issued by an insurance company authorized an licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

Any Contractor retained by the HASF to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the COUNTY for payment or assessments in any form on any policy of insurance.

ARTICLE IX - INDEMNIFICATION AND HOLD HARMLESS

HASF shall indemnify and hold the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by HASF or its employees, agents, servants, partners, principals or subcontractors. HASF shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. HASF expressly understands and agrees that any insurance protections required by this Contract or otherwise provide by HASF shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE X - OPTION TO RENEW

If not in default, in performance of the obligations set forth in this Agreement, either party shall have the right and option to renew this Agreement, under the same terms and conditions set forth herein, for two (2) additional terms of ten (10) years each from the expiration of the original term or any renewal thereof, with the mutual agreement of the other party, and provided

such party gives written notice to the other party at least sixty (60) days prior to the expiration of the then current term. Approval of such renewal request shall not be unreasonably withheld.

ARTICLE XI - HASF'S DEFAULT AND HASF'S RIGHT OF CANCELLATION

The occurrence of any of the following shall cause this Agreement to be terminated by the COUNTY upon the terms and conditions also set forth below:

A. Automatic Termination:

(1) Institution of proceedings in voluntary bankruptcy by the HASF.

(2) Institution of proceedings in involuntary bankruptcy against the HASF if such proceedings continue for a period of ninety (90) days.

(3) Assignment by HASF for the benefit of creditors.

(4) A final determination in a court of law in favor of the COUNTY in litigation instituted by HASF against the COUNTY or brought by the COUNTY against HASF.

B. Termination after ten (10) days written notice by COUNTY by certified or registered mail to HASF for doing any of the following:

(1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if HASF makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

(2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after fourteen (14) days from receipt by HASF of written notice by certified or registered mail to the address of HASF as set forth below:

(1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of HASF to remedy such breach within the thirty (30) day period from receipt of the written notice.

D. The COUNTY through its COUNTY Mayor or his designee, shall have the right to cancel this Agreement or any portion thereof, at any time by giving the HASF at least thirty (30) written notice prior to its effective date, without any reimbursement or payments or any other losses, expenses or sums owed to HASF.

E. HASF, shall have the right to cancel this Agreement at any time by giving the COUNTY at least thirty (30) days written notice prior to its effective date.

ARTICLE XII - COUNTY'S DEFAULT

HASF shall notify the COUNTY in writing regarding the COUNTY'S failure to perform or to comply with the terms and condition of this Agreement. If the COUNTY fails to cure the default within thirty (30) days after receiving written notice or does not provide HASF with a written response (indicating the status of the COUNTY'S curing of the default and providing a mutually agreeable schedule to cure all defaults; said approval not to be unreasonably withheld) within thirty (30) days after receiving written notice, HASF shall have the right to terminate this Agreement, without penalty, upon (10) days additional written notice.

ARTICLE XIII - NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the COUNTY and mailed or delivered to the address below shall constitute sufficient notice to

COUNTY:	County Mayor or Designee Stephen P. Clark Building 111 NW 1 Street, 29 Floor Miami, FL 33128
COPY TO:	Director, Park and Recreation Department 275 NW 2 Street, 5 FL Miami, Florida 33128
HASF:	Director, Historical Museum of Southern Florida 101C West Flagler Street Miami, Florida 33128

Written notice addressed to HASF and mailed or delivered to the address below shall constitute sufficient notice to HASF to comply with the terms of this Agreement:

Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

ARTICLE XIV - INSURANCE

Following construction and prior to beneficial occupancy of the Improvements, HASF shall furnish to the Miami-Dade County Risk Management Section, General Services

Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the HASF as required by Florida Statute 440.
B. Commercial General Liability Insurance, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
C. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Joint Use Agreement in an amount not less than $300,000 combined single limit for bodily injury and property damage.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. Compliance with the foregoing requirements shall not relieve HASF of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Agreement.

HASF shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Agreement. The COUNTY shall have the right to increase said amounts of liability insurance in accordance and in conformity with like coverage required by Miami-Dade County of other entities in similar circumstances.

ARTICLE XV - PERMITS AND REGULATIONS

HASF covenants and agrees that during the term of this Agreement, HASF will obtain, and maintain throughout the term of this Agreement, any and all necessary permits and approvals and that all uses of the Improvements will be in conformance with all applicable laws.

ARTICLE XVI - ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

HASF agrees that it will not permit any mechanic's, materialmen's or other liens to stand against Oak Park or the Improvements for work or materials furnished to HASF; it being provided, however, that HASF shall have the right to contest the validity thereof. HASF shall immediately pay any judgment or decree rendered against HASF, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the COUNTY.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin. HASF agrees to comply with all State and Federal laws related to non-discrimination on the basis of race, color, creed, national origin or disability.

XVII - SURRENDER OF PREMISES

HASF agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully remove all of its personal property from and immediately discontinue use of the Improvements and to leave such Improvements in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. Upon the expiration, cancellation or termination of this Agreement, HASF agrees, at the COUNTY's sole option, to remove any improvements or fixtures facilities constructed by HASF on the Improvements and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

XVIII - LEGAL FEES AND COURT COSTS

In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination or cancellation of this Agreement.

XIX - CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and any disputes shall be tried in Miami-Dade County, Florida.

XX - SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXI - WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the COUNTY or HASF. The failure of any party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXII - DAMAGE AND DESTRUCTION

In the event the Improvements should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the Improvements are rendered untenable, unusable or unfit for the purposes intended, either party may cancel this Agreement by giving written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within forty-five

(45) days after the date of such destruction or damage, HASF shall use its insurance proceeds to cause all improvements constructed by it to be repaired and placed in a safe, secure and useable condition and compatible for HASF'S and the COUNTY'S use, within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs by the party responsible. Should the facilities not be repaired and rendered HASF within the aforementioned time period, then one party, may, at its sole option, place the other party in default.

If the parties agree that the damage or destruction is so extensive as to make repair or reconstruction infeasible, then HASF's insurance proceeds for the Improvements must be provided to the COUNTY to make repairs or demolish and restore the Improvements.

The parties agree that in the event of cancellation of the Agreement due to damage or destruction, the terms set forth under Article XXII hereof shall govern, and the Demised Area shall be surrendered in accordance with Article XVII of the Agreement.

XXIII - AMENDMENTS

The COUNTY and HASF, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement in a written instrument approved and executed with the same formality as this Agreement. Such amendments shall be effective only when signed by the COUNTY and HASF and shall be incorporated as part of this Agreement.

ARTICLE XXVI - WRITTEN AGREEMENT

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the COUNTY and HASF have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Attest:

By:_____
Museum Attorney

HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA, a non-profit corporation of the State of Florida

By:_____
Museum Director

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 28 day of July, 2011, by Robert McCammon, who is personally known and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

DAWN HUGH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE082416
Expires 5/19/2015

Notary Public: EE082416
Commission:

Attest:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

By:_____
County Attorney

By:_____
County Mayor or designee

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

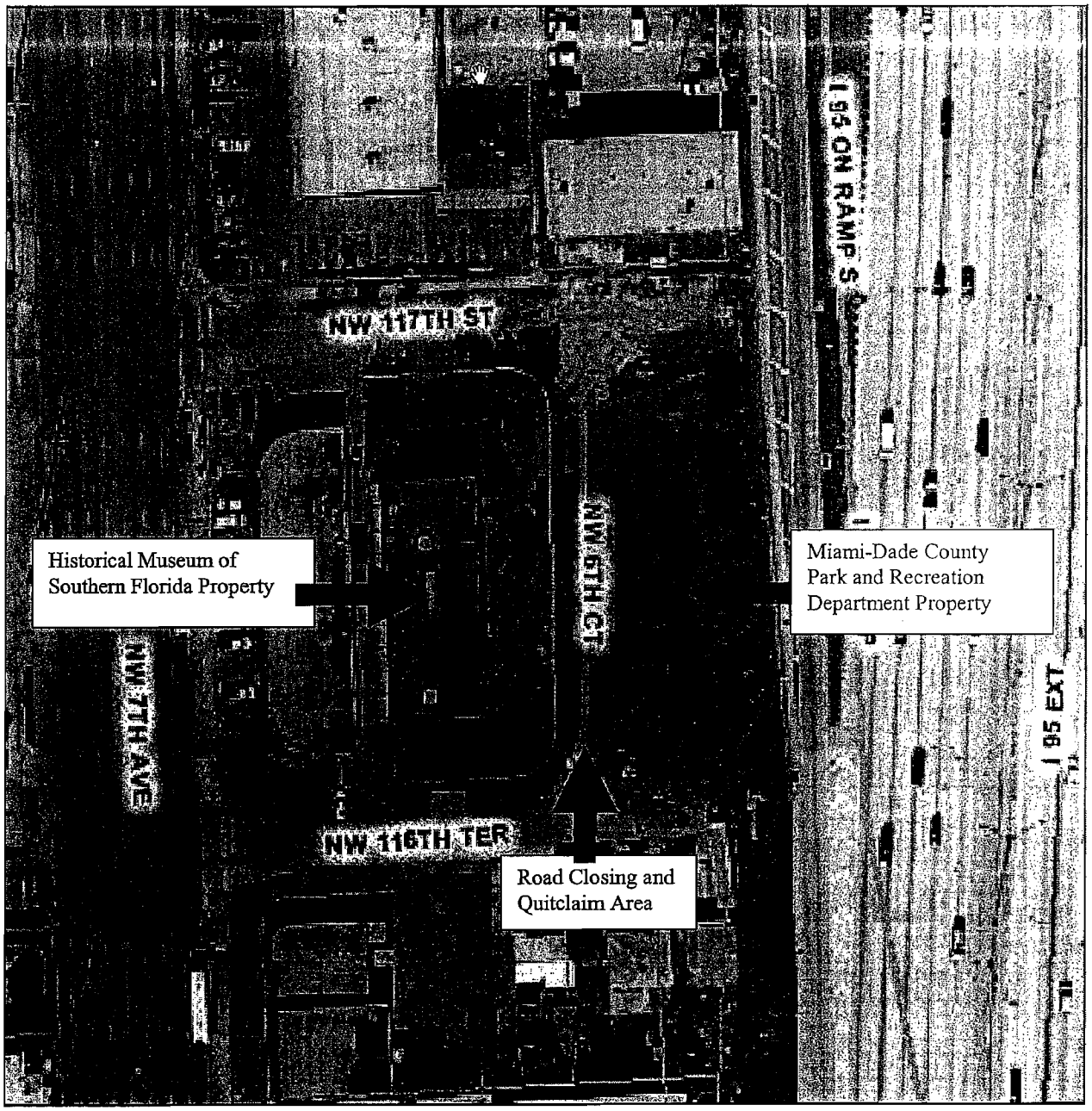
The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, respectively, of the Miami-Dade County, Florida, who is personally known and who being duly sworn, depose and say that the aforementioned is true and correct to their best knowledge.

[SEAL]

Notary Public: _____
Commission:

_____
County Clerk

Attachment 1
Location Map



Park Name: Oak Park
Park Number: 213601

38

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

LEGAL DESCRIPTION OF:
PROPOSED ROAD VACATION

A PARCEL OF LAND LYING EAST OF BLOCK 4, "PARKWOOD TERRACE"
PLAT BOOK 22, PAGE 3, M-D.C.R.
MIAMI, MIAMI-DADE COUNTY, FLORIDA
SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET, ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF N.W. 116th TERRACE, ON THE WEST BY THE EAST LINE OF BLOCK 4, "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY AND ON THE EAST BY THE WEST LINE OF A PUBLIC PARK PARCEL, AS SHOWN ON SAID "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, BLOCK 4, "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

THENCE NORTH 89°47'01" EAST, ALONG THE NORTH LINE OF SAID BLOCK 4 AND ALONG THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET (FORMERLY KNOWN AS N.W. 117th TERRACE, PER PLAT), A DISTANCE OF 74.81 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, SAID POINT OF CURVATURE BEING ALSO THE POINT OF BEGINNING;

THE FOLLOWING THREE (3) COURSES BEING COINCIDENT WITH THE EAST BOUNDARY LINES OF SAID BLOCK 4;

THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°26'58" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°13'59" WEST, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 165.87 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°32'09" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF N.W. 116th TERRACE (FORMERLY KNOWN AS N.W. 117th STREET, PER PLAT);

THENCE NORTH 89°46'08" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT OF CUSP OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 00°13'52" EAST;

THE FOLLOWING THREE (3) COURSES BEING COINCIDENT WITH THE WEST BOUNDARY LINES OF A PUBLIC PARK PARCEL, AS SHOWN ON SAID "PARKWOOD TERRACE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

FILE: C:\Exacta Consultant Surveyors\Exacta projects 2011\FL11102.0406 NW 5th Ct\11102-0406 SB.dwg

SKETCH No. FL11102-0406 SD

REVISIONS	DATE	BY

DATE OF SKETCH	DRAWN BY	CHECKED BY	FIELD BOOK
02/18/11	JDLR	SF	N/A

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080 – STATE OF FLORIDA

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SHEET 1 OF 3

Park Name: Oak Park
Park Number: 213601

39

TELEPHONE No. 561-314-0769 FAX No. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 7, WELLINGTON, FL. 33414

RECORDING AREA

LEGAL DESCRIPTION OF:
PROPOSED ROAD VACATION

A PARCEL OF LAND LYING EAST OF BLOCK 4, "PARKWOOD TERRACE"
PLAT BOOK 22, PAGE 3, M-D.C.R.
MIAMI, MIAMI-DADE COUNTY, FLORIDA
SECTION 36, TOWNSHIP 52 SOUTH, RANGE 41 EAST

LEGAL DESCRIPTION (CONT):

THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°27'51" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°13'59" EAST, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 165.84 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°33'02" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.W. 117th STREET (FORMERLY KNOWN AS N.W. 117th TERRACE, PER PLAT);

THENCE SOUTH 89°47'01" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 7,012 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 89°47'01" E, ALONG THE CENTER LINE OF N.W. 117th STREET, AS SHOWN IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-MAP FOR ROAD No. 9A (INTERSTATE I-95) SECTION No. 87270-2411.
2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY OF OTHER MATTERS OF RECORD BY EXACTA.
3. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY EXACTA COMMERCIAL SURVEYORS, INC., WITHOUT THE BENEFIT OF A TITLE SEARCH. FOR MORE INFORMATION ABOUT POSSIBLE EASEMENTS AND RESTRICTIONS ON THIS PROPERTY REFER TO THE PUBLIC RECORDS OF THIS COUNTY AND THE PLAT OF RECORD (IF ANY).

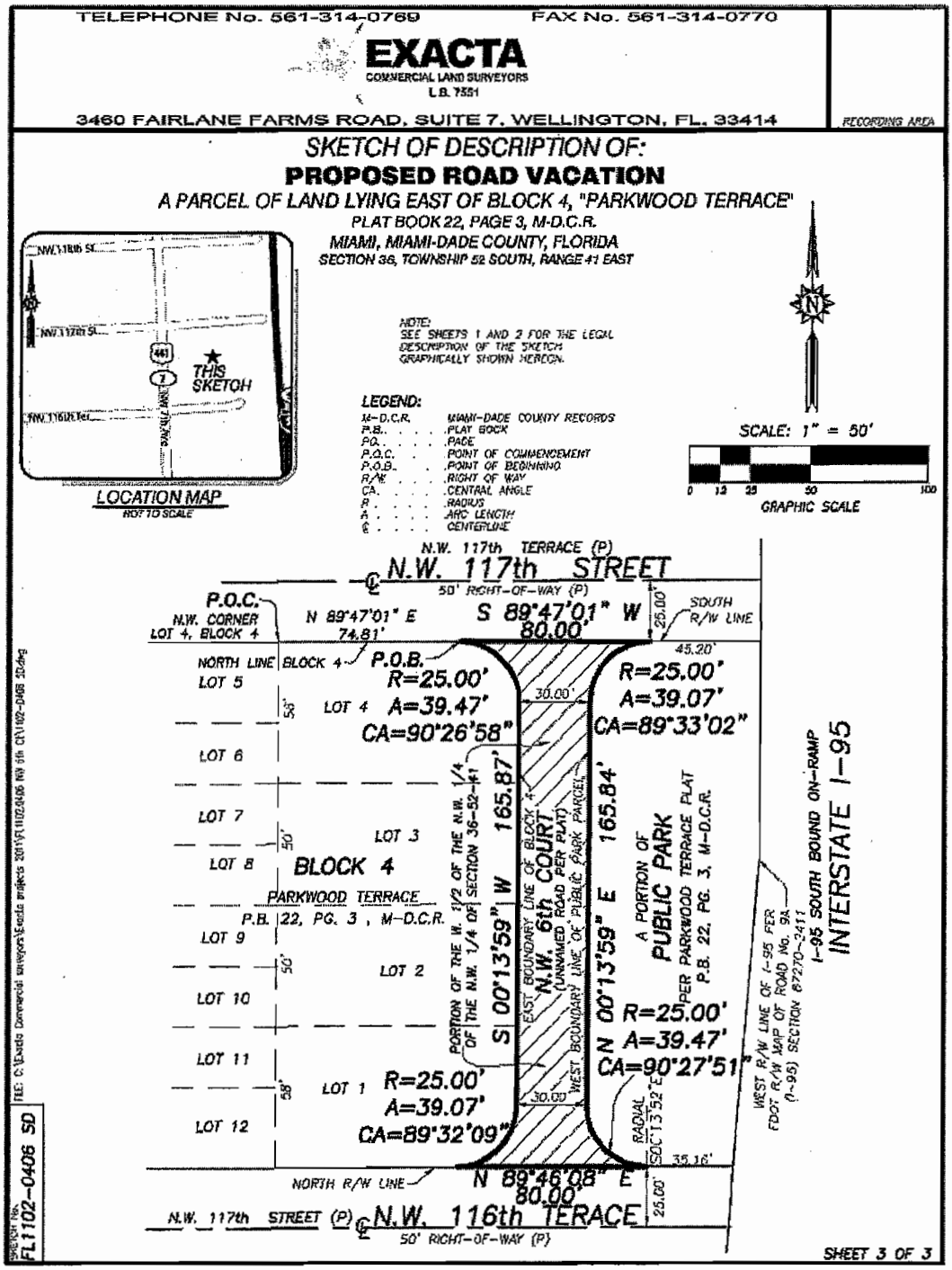
SKETCH No. FL1102-0406 SD

FILE: C:\Exacta Commercial surveyors\Exacta projects 2011\FL1102.0406 NW 6th Ct\1102-0406 SD.dwg

SHEET 2 OF 3

Park Name: Oak Park
Park Number: 213601

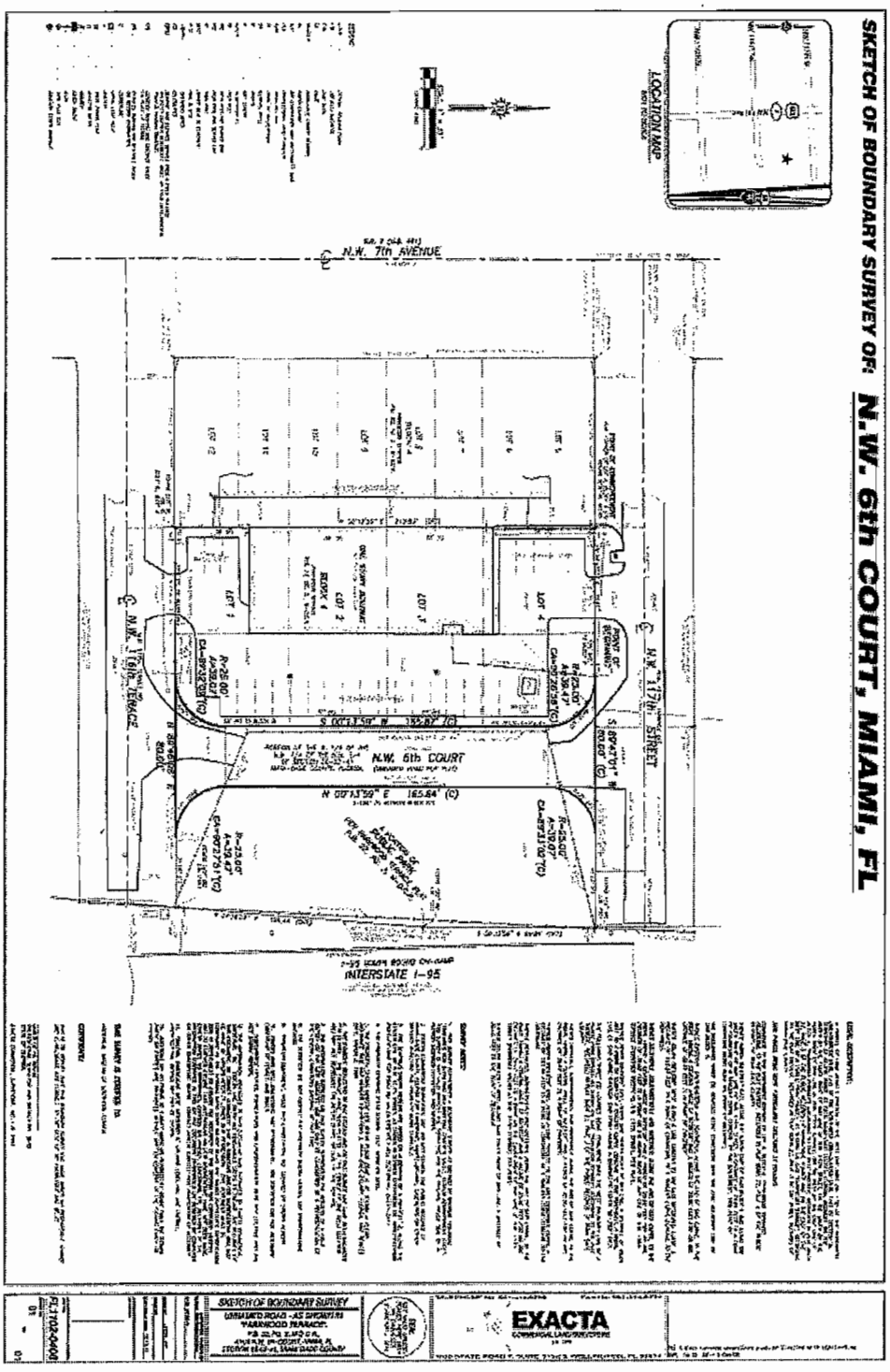
40



Park Name: Oak Park
Park Number: 213601

41

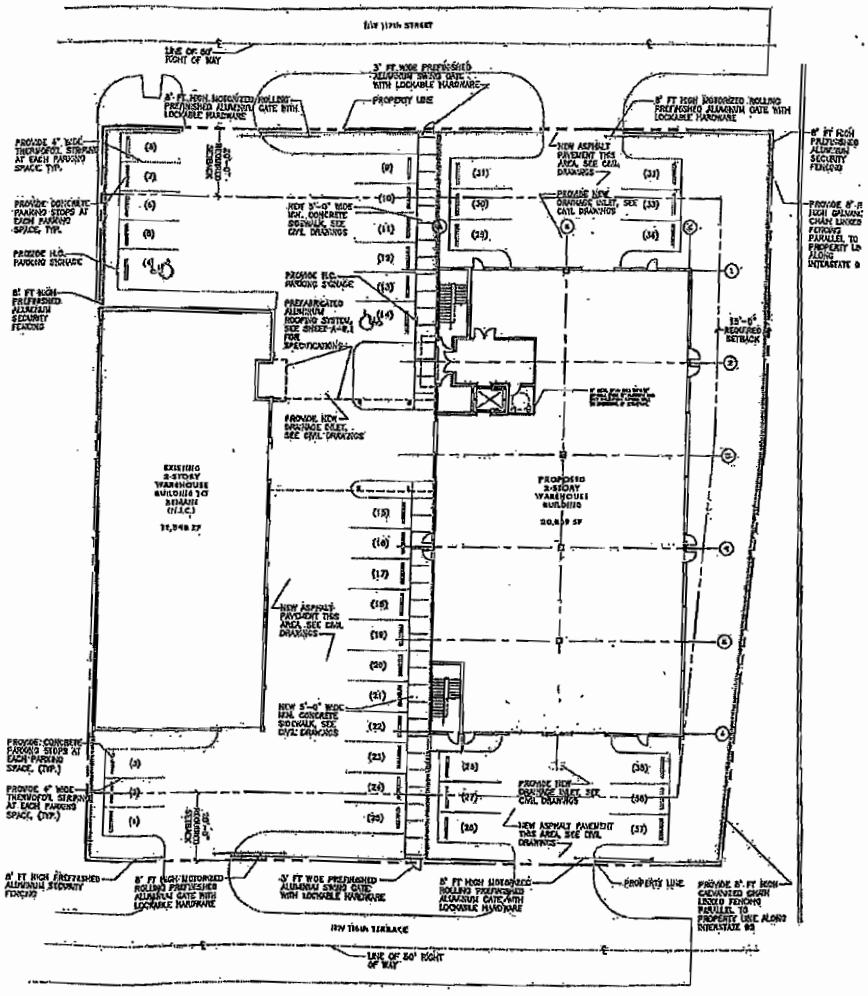
Attachment 2
Property Legal Description and Boundary Survey (cont.)



Park Name: Oak Park
Park Number: 213601

42

Attachment 3
Improvement Plan



01 Overall Site Plan

This drawing is the property of MOSES ARCHITECTS, LLC and is not to be reproduced or copied in whole or in part without the prior written consent of MOSES ARCHITECTS, LLC. This drawing is only to be used for the project and site specifically identified herein and is not to be used for any other project. Reproduction or utilization of the contractor shall be held to be in all dimensions and conditions shown hereon and shall not apply the contractor to any errors, omissions, and/or inconsistencies in the same discovered.
Copyright © 2009 MOSES ARCHITECTS, LLC

Park Name: Oak Park
Park Number: 213601

43