MEMORANDUM

Agenda Item No. 8(H)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	December 3, 2013
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution to authorizing the conveyance of a conservation easement to the State of Florida Department of Environmental Protection for wetlands areas within Haulover Park, located at 10800 Collins Avenue

The accompanying resolution was prepared by Parks, Recreation and Open Spaces Department and placed on the agenda at the request Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

Memorandum

MIAMI-DADE COUNTY

Date: December 3, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Conveyance of Conservation Easement to State of Florida Department of Environmental Protection at Haulover Park

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Recommendation
It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the conveyance of a conservation easement to the State of Florida Department of Environmental Protection at Haulover Park.

Scope
Haulover Park is located at 10800 Collins Avenue, in Commission District 4, Sally A. Heyman

Fiscal Impact/Funding Source
Maintenance of the lands affected by the easement will cost approximately $50,000 in the first year, $23,000 the second, and $13,000 the third, with costs increasing with inflation thereafter. These costs will be paid by the lessee of the dry rack storage building, Westrec Equities, Inc. The County will not be responsible for these costs.

Track Record/Monitor
John Bowers, Supervisor of the Property Management Section of the Parks, Recreation and Open Spaces Department (PROS) will ensure completion of the easement document, its recording, and delivery to the Clerk of the Board.

Background
Westrec Equities, Inc. was authorized to build a new dry rack boat storage building at Haulover Park by Resolution R-519-13 on July 2, 2013. Construction requires a permit from the State of Florida Department of Environmental Protection (DEP). DEP will grant the permit, once the County gives a conservation easement (ATTACHMENT A) for adjacent wetlands areas in the park.

The conservation easement will help ensure that the PROS objective of protecting natural areas in Haulover Park is met.

Attachments

Lisa M. Martinez
Senior Advisor, Office of the Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 8(H)(1)

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 Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
12-3-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CONVEYANCE OF A CONSERVATION EASEMENT TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR WETLANDS AREAS WITHIN HAULOVER PARK, LOCATED AT 10800 COLLINS AVENUE, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE EASEMENT AND OTHER DOCUMENTS NECESSARY TO PROCESS EASEMENT

WHEREAS, the County, through its Parks, Recreation and Open Spaces Department's lessee, Westrec Equities, Inc., is constructing a new dry rack boat storage building at Haulover Park, located at 10800 Collins Avenue; and

WHEREAS, as part of the permitting for the new building, the State of Florida Department of Environmental Protection requires a conservation easement for nearby wetlands areas within the park; and

WHEREAS, the County agrees to provide the conservation easement for the wetlands areas because it concurs with the County objective of protecting the natural resources in the park; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the granting of a conservation easement to the State of Florida Department of Environmental Protection for wetlands areas within Haulover Park, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County

Mayor's designee to execute the easement and other documents needed to process the easement, same for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office, and to exercise all provisions therein; and pursuant to Resolution No. R-974-09, directs the County Mayor or County Mayor's designee to record the instruments of easement conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and directs the County Mayor or County Mayor's designee to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of the execution of said instruments; and directs the Clerk of the Board to attach and permanently store the recorded copies 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 a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 2013. 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.

By:_____
Deputy Clerk

Monica Rizo

ATTACHMENT A

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this _____ day of _____ 20____, by Miami-Dade County Parks and Recreation, having an address at 111 NW First Street, Miami, Florida, 33128 (Grantor) to the State of Florida Department of Environmental Protection (DEPARTMENT), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000. As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term DEPARTMENT shall include any successor or assignee of the DEPARTMENT.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in St. Lucie County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor desires to construct a Dry Stack Marina Storage Facility (Project) at 13700 Collins Ave, Miami 33154, in Miami-Dade County, which is subject to the regulatory jurisdiction of the Department under Part IV of Chapter 373 of the Florida Statutes;

WHEREAS, Department Permit No. 13-0284749-002 (ERP Permit) authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore or mitigate for impacts to wetlands, other surface waters, or uplands under the Department's jurisdiction; and

WHEREAS, pursuant to Section 373.414(1)(b), F.S., the DEPARTMENT agrees to accept this conservation easement and the Grantor agrees to grant this conservation easement as a condition of the Permit issued by the Department to offset or prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this conservation easement is intended to:

1. Offset impacts to wetlands and other surface waters;
2. Prevent cumulative impacts;
3. Prevent secondary impacts to the functions provided to fish, wildlife, and listed species by wetlands, other surface waters, and uplands;
4. Protect a mitigation area;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the DEPARTMENT upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.. Those wetland or upland areas included in the conservation easement that are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

2. Rights of the DEPARTMENT. To carry out this purpose, the following rights are conveyed to the DEPARTMENT by this easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and

d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities authorized by the Permit:

a. Construction or placing of structures on, above, or below the ground, including but not limited to: buildings, roads, docks, piers, boardwalks, billboards or other advertising; utilities; signs (other than those marking the conservation easement), or other structures;

b. Dumping or placing of soil or other substance or material as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species upon prior written approval by the DEPARTMENT;

d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self-sustaining, expanding, and free-living populations in a natural community with which they have not previously associated;

e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, dredging, and fencing;

h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites, or properties of historical, architectural, archaeological, or cultural significance; and

j. The use of All-Terrain Vehicles, other than those used for land management activities

4. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, which are not inconsistent with any Department rule, criteria, permit, and the intent and purposes of this conservation easement. The following resource based recreational uses are not contrary to the purposes of this conservation easement upon prior written approval by the Department.

5. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

6. Responsibilities of Parties. Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities related to the operation, upkeep, or maintenance of the Property and Grantor does hereby indemnify and hold harmless the DEPARTMENT from same. In addition, the DEPARTMENT and its successors or assigns shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the DEPARTMENT with satisfactory evidence of payment upon request.

8. Liability. Grantor, its successors or assigns, will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold the DEPARTMENT liable for any damage or injury to person or personal property which may occur on the Property. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless the DEPARTMENT for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

9. Hazardous Waste. Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor, its successors or assigns, further indemnify the DEPARTMENT for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for the removal of the materials following coordination and written approval of the DEPARTMENT.

10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the DEPARTMENT, and any forbearance on behalf of the DEPARTMENT to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of the DEPARTMENT'S rights.

11. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Leon County, Florida. If the DEPARTMENT prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the aforementioned Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes.

12. Assignment of Rights. The DEPARTMENT agrees to hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws.

13. Recording in Land Records. Grantor agrees to record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Miami-Dade County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

14. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

15. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

16. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

17. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by permit modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Miami-Dade County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Baseline Documentation Report. The specific conservation values of the property are documented in the Baseline Documentation Report associated with this conservation easement. The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation Report is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the Department on request.

TO HAVE AND TO HOLD unto the DEPARTMENT forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said DEPARTMENT that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Miami-Dade County

_____
Signature of Witness

By: _____
Print Name

_____
Printed/Typed Name

Title: _____

_____
Signature of Witness

_____
Printed/Typed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ as _____ of the (corporation's name)_____. He/she is personally known to me or has produced _____ as identification.

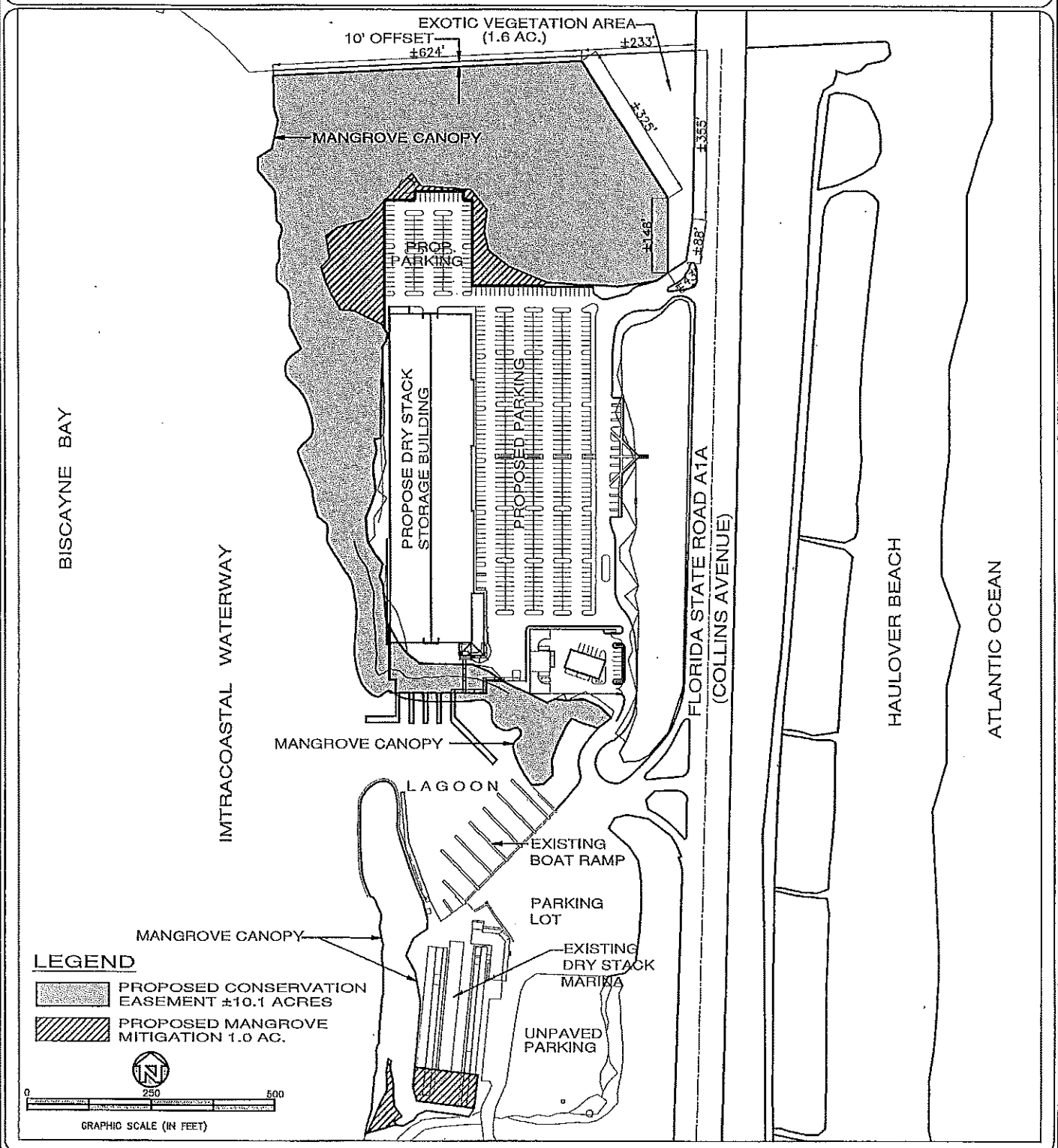
(SEAL)

_____
Notary Public Signature

_____
Printed/Typed Name of Notary

Commission No. _____
Commission Expires _____

REV- 09-06-13



PURPOSE: **PROP. MANGROVE CONSERVATION EASEMENT**
DATUM: N/A

EAS ENGINEERING, INC.
66 ALMERIA AVENUE CORAL GABLES 33134 (305)445-5563

COUNTY OF MIAMI-DADE STATE OF FLORIDA
APPLICATION BY:
MIAMI-DADE COUNTY PARK AND RECREATION DEPT.
HAULOVER MARINA
13700 COLLINS AVENUE
SHEET 14 DATE: 05/08/13

SECTION: 14
TOWNSHIP: 52S
RANGE: 42E

REV- 09-06-13

PURPOSE: **PROP. MANGROVE CONSERVATION EASEMENT**
DATUM: N/A

EAS ENGINEERING, INC.
66 ALMERIA AVENUE CORAL GABLES 33134 (305)446-6563

COUNTY OF MIAMI-DADE STATE OF FLORIDA
APPLICATION BY:
MIAMI-DADE COUNTY PARK AND RECREATION DEPT.
HAULOVER MARINA
13700 COLLINS AVENUE
SHEET 13 14 DATE: 05/08/13

SECTION: 14
TOWNSHIP: 52S
RANGE: 42E

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Lots 63 through 75, TATUM'S OCEAN BEACH PARK, according to the plat thereof, as recorded in Plat Book 5 at Page 35 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Tract "A", ARLEN HOUSE EAST, according to the plat thereof, as recorded in Plat Book 97 at Page 5 of said Public Records of Miami-Dade County, Florida, also being the intersection of the North line of said Lot 75 and the Westerly right of way line of State Road A-1-A (Collins Avenue); thence S 86°52'48" W along said North line of Lot 75 for 6.39 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue S 86°52'48" W for 901.31 feet; thence S 04°03'57" E for 755.00 feet; thence S 17°46'38" E for 509.78 feet; thence N 89°30'30" E for 81.14 feet; thence N 00°19'13" W for 99.99 feet; thence N 00°19'08" W for 30.05 feet; thence N 22°25'38" W for 18.30 feet; thence N 06°34'29" W for 28.76 feet; thence N 05°59'02" W for 41.06 feet; thence N 26°33'05" W for 15.71 feet; thence N 13°43'15" E for 27.40 feet; thence N 39°06'50" W for 25.16 feet; thence N 30°52'22" W for 26.68 feet; thence N 10°42'29" W for 13.79 feet; thence N 03°22'54" W for 36.66 feet; thence N 20°09'44" E for 57.07 feet; thence N 08°31'04" W for 25.93 feet; thence N 02°14'24" W for 29.98 feet; thence N 13°56'11" E for 25.39 feet; thence N 12°13'03" W for 23.03 feet; thence N 81°29'53" E for 13.54 feet; thence N 00°37'23" W for 43.53 feet; thence N 00°53'39" E for 48.33 feet; thence N 02°25'21" E for 65.71 feet; thence N 01°21'17" W for 25.51 feet; thence N 37°55'23" E for 15.92 feet; thence N 03°43'53" E for 14.05 feet; thence N 33°44'15" W for 13.59 feet; thence N 00°17'10" W for 252.52 feet; thence N 45°29'01" E for 79.07 feet; thence S 37°50'03" E for 29.93 feet; thence S 86°09'05" E for 101.62 feet; thence S 37°58'46" E for 6.11 feet; thence S 00°19'11" E for 185.93 feet; thence N 89°40'49" E for 141.00 feet; thence S 89°34'11" E for 152.42 feet; thence N 81°16'47" E for 80.69 feet; thence N 54°37'07" E for 69.39 feet; thence N 07°17'51" E for 50.37 feet; thence N 01°24'14" E for 369.42 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 14, Township 52 South, Range 42 East, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 00°58'42" W for the Westerly right of way line of State Road A-1-A (Collins Avenue).
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 498,061 square feet, or 11.434 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2010-132-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 23, 2013, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

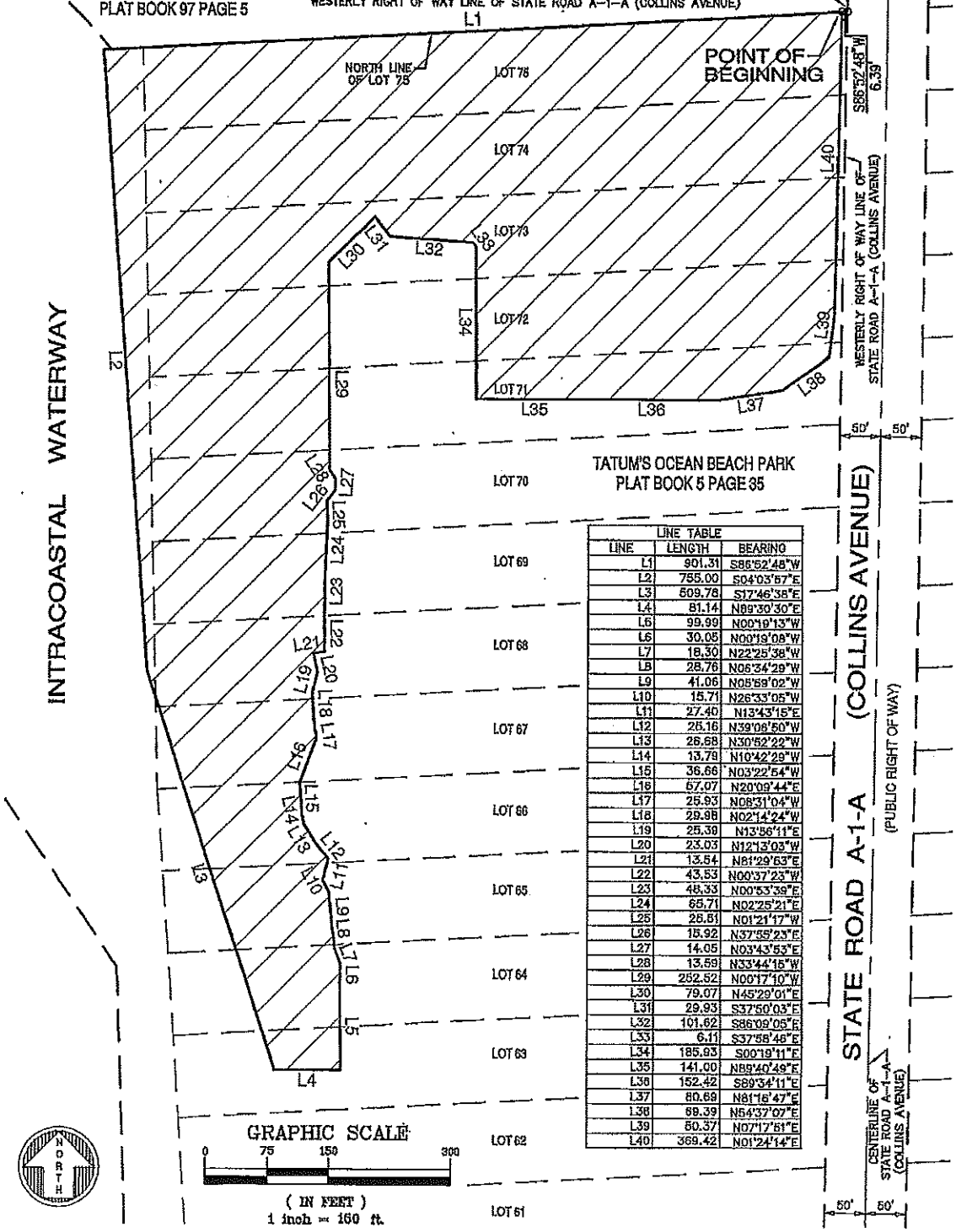
Drawn By MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION		Date 5/23/13
Cad. No. 130617	FORTIN, LEAVY, SKILES, INC.		Scale NOT TO SCALE
Ref. Dwg. 2010-132-1	CONSULTING ENGINEERS, SURVEYORS & MAPPERS		Job. No. 130617
	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653		Dwg. No. 1013-051-1
Plotted: 5/23/13 11:18a	180 Northeast 168th. Street / North Miami Beach, Florida. 33162		Sheet 1 of 3
	Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com		

TRACT "A"

ARLEN HOUSE EAST
PLAT BOOK 97 PAGE 5

POINT OF COMMENCEMENT
S.E. CORNER OF TRACT "A" OF ARLEN HOUSE EAST (PLAT BOOK 97 PAGE 5)
ALSO BEING THE INTERSECTION OF THE NORTH LINE OF LOT 75
OF TATUM'S OCEAN BEACH PARK (PLAT BOOK 5 PAGE 35) AND THE
WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A (COLLINS AVENUE)

EXHIBIT "A"



LINE TABLE		
LINE	LENGTH	BEARING
L1	901.31	S86°52'48"W
L2	755.00	S04°03'57"E
L3	509.78	S17°46'38"E
L4	81.14	N89°30'30"E
L5	99.99	N00°19'13"W
L6	30.05	N00°19'08"W
L7	18.30	N22°25'38"W
L8	28.76	N06°34'29"W
L9	41.06	N05°59'02"W
L10	15.71	N26°33'05"W
L11	27.40	N13°43'15"E
L12	26.16	N39°06'50"W
L13	26.68	N30°52'22"W
L14	13.79	N10°42'29"W
L15	36.66	N03°22'54"W
L16	57.07	N20°09'44"E
L17	25.93	N08°31'04"W
L18	29.98	N02°14'24"W
L19	25.39	N13°56'11"E
L20	23.03	N12°13'03"W
L21	13.54	N81°29'53"E
L22	43.53	N00°37'23"W
L23	48.33	N00°53'39"E
L24	65.71	N02°25'21"E
L25	26.51	N01°21'17"W
L26	15.92	N37°55'23"E
L27	14.05	N03°43'53"E
L28	13.59	N33°44'15"W
L29	252.52	N00°17'10"W
L30	79.07	N45°29'01"E
L31	29.93	S37°50'03"E
L32	101.62	S86°09'05"E
L33	6.11	S37°58'46"E
L34	185.93	S00°19'11"E
L35	141.00	N89°40'49"E
L36	152.42	S89°34'11"E
L37	80.69	N81°16'47"E
L38	69.39	N54°37'07"E
L39	50.37	N07°17'51"E
L40	369.42	N01°24'14"E

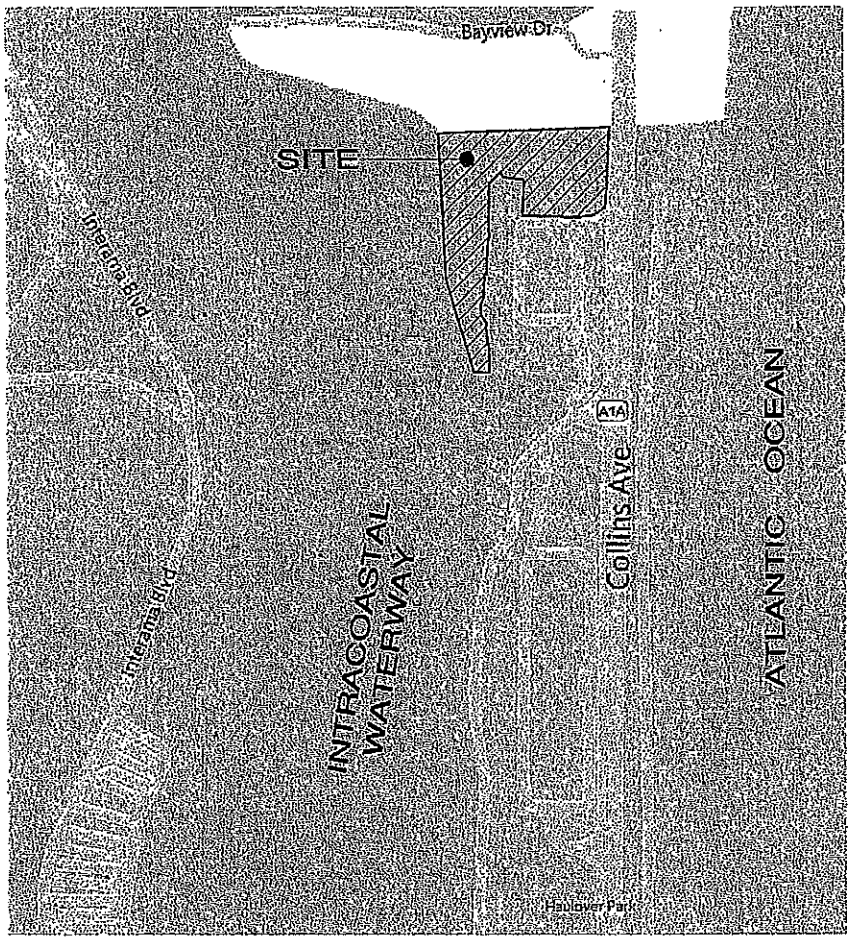
Drawn By	MAP
Cad. No.	130617
Ref. Dwg.	2010-132-1
Plotted:	5/23/13 11:18a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	5/23/13
Scale	1"=150'
Job. No.	130617
Dwg. No.	1013-051-1
Sheet	2 of 3

EXHIBIT "A"



N

Drawn By MAP	LOCATION SKETCH	Date 5/23/13
Cad. No. 130617	FORTIN, LEAVY, SKILES, INC.	Scale NOT TO SCALE
Ref. Dwg. 2010-132-1	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 130617
	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1013-051-1
Plotted: 5/23/13 11:18a	180 Northeast 168th. Street / North Miami Beach, Florida. 33162	Sheet 3 of 3
	Phone: 305-653-4493 / Fax 305-651-0152 / Email fls@flssurvey.com	

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Lots 54, 55 and 56, TATUM'S OCEAN BEACH PARK, according to the plat thereof, as recorded in Plat Book 5 at Page 35 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Tract "A", ARLEN HOUSE EAST, according to the plat thereof, as recorded in Plat Book 97 at Page 5 of said Public Records of Miami-Dade County, Florida, also being the intersection of the North line of Lot 75 of said plat of TATUM'S OCEAN BEACH PARK and the Westerly right of way line of State Road A-1-A (Collins Avenue); thence S 00°58'42" W along said Westerly right of way line of State Road A-1-A (Collins Avenue) for 1991.74 feet; thence S 86°52'48" W for 575.70 feet to the Point of Beginning of the hereinafter described parcel of land; thence N 69°44'45" W for 6.01 feet; thence S 09°33'56" W for 22.56 feet; thence S 01°58'50" E for 39.75 feet; thence S 28°00'40" W for 28.52 feet; thence S 23°42'25" W for 66.45 feet; thence N 74°25'51" E for 62.26 feet; thence N 39°08'06" W for 8.64 feet; thence N 57°35'52" E for 19.78 feet; thence N 37°56'58" W for 26.40 feet; thence N 05°53'29" W for 18.46 feet; thence N 00°08'31" E for 24.79 feet; thence N 12°08'36" W for 33.97 feet; thence N 08°11'14" E for 14.87 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 14, Township 52 South, Range 42 East, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 00°58'42" W for the Westerly right of way line of State Road A-1-A (Collins Avenue).
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 3,484 square feet, or 0.080 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2010-132-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 23, 2013, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

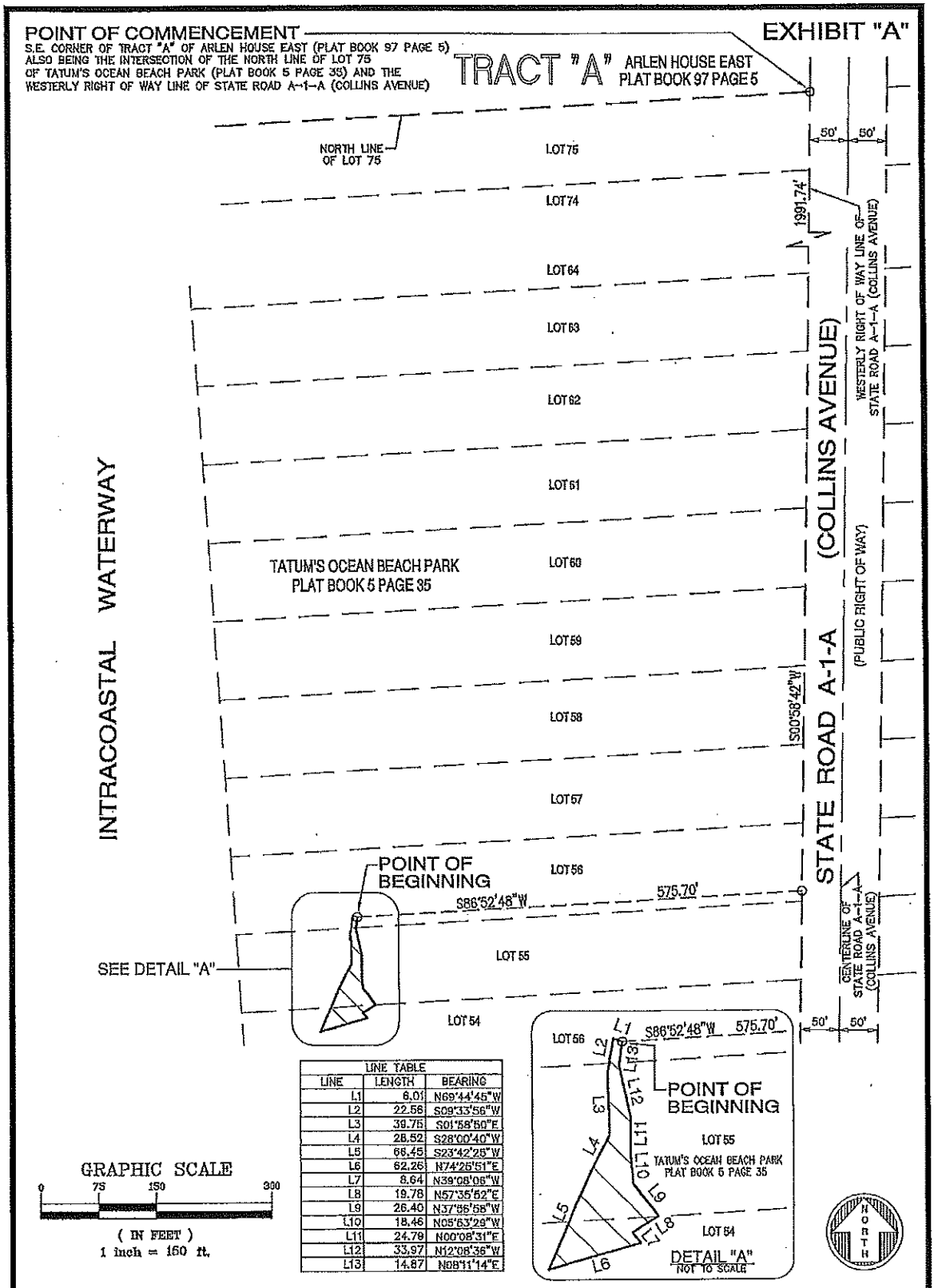
FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

Drawn By MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION		Date 5/23/13
Cad. No. 130617	FORTIN, LEAVY, SKILES, INC.		Scale NOT TO SCALE
Ref. Dwg. 2010-132-1	CONSULTING ENGINEERS, SURVEYORS & MAPPERS		Job. No. 130617
	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653		Dwg. No. 1013-051-3
Plotted: 5/23/13 11:18a	180 Northeast 168th. Street / North Miami Beach, Florida. 33162		Sheet 1 of 3
	Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com		

EXHIBIT "A"

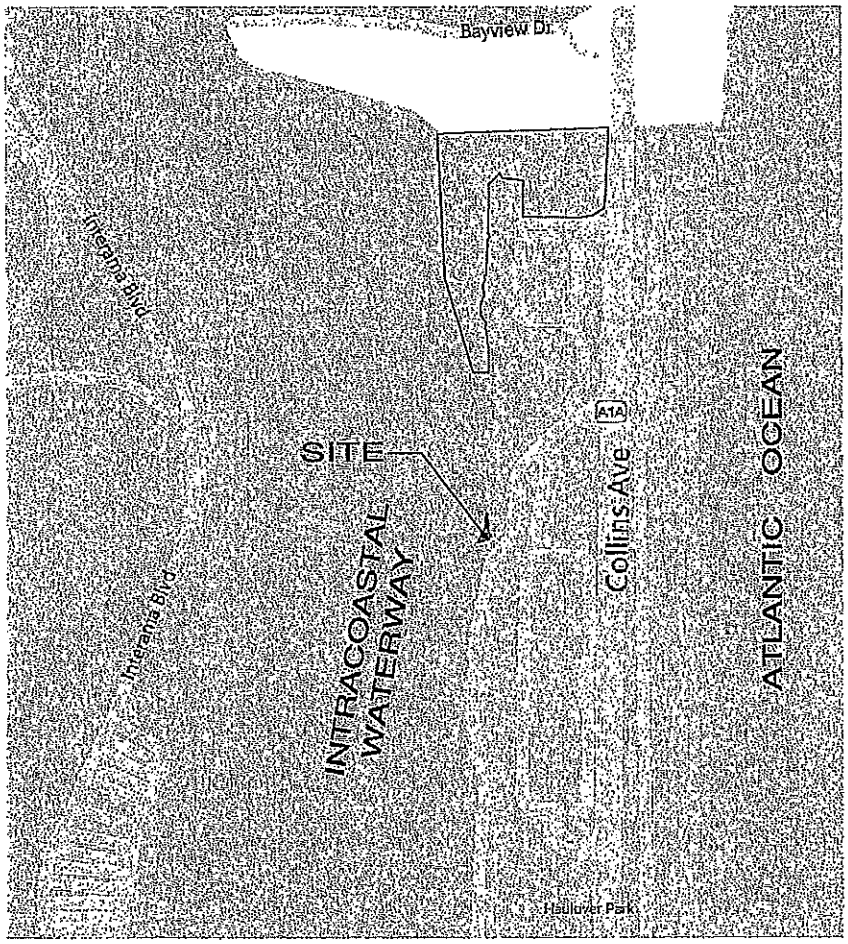
POINT OF COMMENCEMENT
S.E. CORNER OF TRACT "A" OF ARLEN HOUSE EAST (PLAT BOOK 97 PAGE 5) ALSO BEING THE INTERSECTION OF THE NORTH LINE OF LOT 75 OF TATUM'S OCEAN BEACH PARK (PLAT BOOK 5 PAGE 35) AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A (COLLINS AVENUE)



LINE TABLE		
LINE	LENGTH	BEARING
L1	6.01	N69°44'45"W
L2	22.56	S09°33'56"W
L3	39.75	S01°58'50"E
L4	28.52	S28°00'40"W
L5	66.45	S23°42'25"W
L6	62.26	N74°26'51"E
L7	8.64	N39°08'06"W
L8	19.78	N57°35'52"E
L9	26.40	N37°55'58"W
L10	18.46	N05°63'29"W
L11	24.79	N00°08'31"E
L12	33.97	N12°08'36"W
L13	14.87	N08°11'14"E

Drawn By	MAP	SKETCH OF DESCRIPTION	Date 5/23/13
Cad. No.	130617	FORTIN, LEAVY, SKILES, INC.	Scale 1"=150'
Ref. Dwg.	2010-132-1	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 130617
		FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1013-051-3
Plotted:	5/23/13 11:18a	180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7732 / Email fls@flssurvey.com	Sheet 2 of 3

EXHIBIT "A"



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Drawn By MAP	LOCATION SKETCH		Date 5/23/13
Cad. No. 130617	FORTIN, LEAVY, SKILES, INC.		Scale NOT TO SCALE
Ref. Dwg. 2010-132-1	CONSULTING ENGINEERS, SURVEYORS & MAPPERS		Job. No. 130617
	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653		Dwg. No. 1013-051-3
Plotted: 5/23/13 11:18a	180 Northeast 168th. Street / North Miami Beach, Florida. 33162		Sheet 3 of 3
	Phone: 305-653-4493 / Fax 305-651-7942 / Email fls@fiasurvey.com		

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Lot 55, TATUM'S OCEAN BEACH PARK, according to the plat thereof, as recorded in Plat Book 5 at Page 35 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Tract "A", ARLEN HOUSE EAST, according to the plat thereof, as recorded in Plat Book 97 at Page 5 of said Public Records of Miami-Dade County, Florida, also being the intersection of the North line of Lot 75 of said plat of TATUM'S OCEAN BEACH PARK and the Westerly right of way line of State Road A-1-A (Collins Avenue); thence S 00°58'42" W along said Westerly right of way line of State Road A-1-A (Collins Avenue) for 2029.41 feet; thence S 86°52'48" W for 398.41 feet to the Point of Beginning of the hereinafter described parcel of land; thence N 83°23'57" W for 129.57 feet; thence S 04°44'36" W for 40.85 feet; thence S 15°44'53" E for 28.30 feet; thence S 83°23'57" E for 118.25 feet; thence N 05°56'30" E for 67.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 14, Township 52 South, Range 42 East, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 00°58'42" W for the Westerly right of way line of State Road A-1-A (Collins Avenue).
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 8,504 square feet, or 0.195 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2010-132-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 23, 2013, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

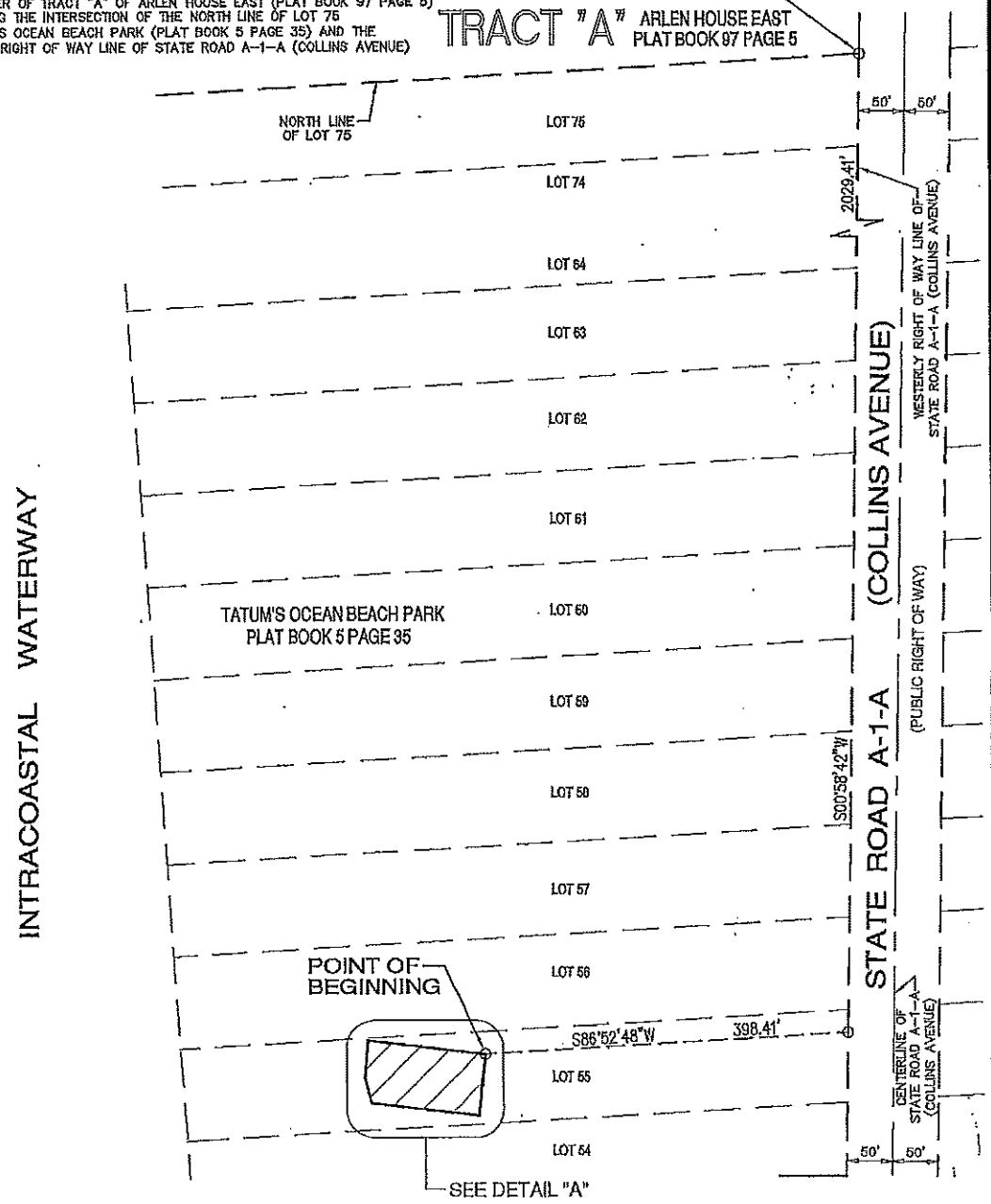
FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

Drawn By MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION	Date 5/23/13
Cad. No. 130617	FORTIN, LEAVY, SKILES, INC.	Scale NOT TO SCALE
Ref. Dwg. 2010-132-1	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 130617
	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1013-051-2
Plotted: 5/23/13 11:18a	180 Northeast 168th. Street / North Miami Beach, Florida. 33162	Sheet 1 of 3
	Phone: 305-653-4493 / Fax 305-62[illegible]52 / Email fls@flssurvey.com	

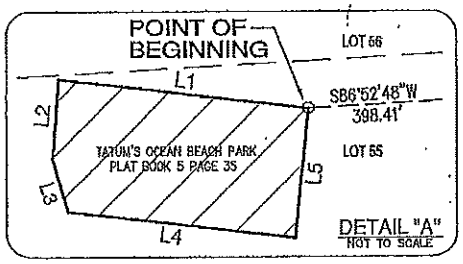
EXHIBIT "A"

POINT OF COMMENCEMENT
S.E. CORNER OF TRACT "A" OF ARLEN HOUSE EAST (PLAT BOOK 97 PAGE 5)
ALSO BEING THE INTERSECTION OF THE NORTH LINE OF LOT 75
OF TATUM'S OCEAN BEACH PARK (PLAT BOOK 5 PAGE 35) AND THE
WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A (COLLINS AVENUE)



GRAPHIC SCALE
0 75 150 300
(IN FEET)
1 inch = 150 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L1	129.57	N83°23'57"W
L2	40.65	S04°44'36"W
L3	28.30	S15°44'63"E
L4	118.25	S83°23'57"E
L5	67.00	N05°56'30"E



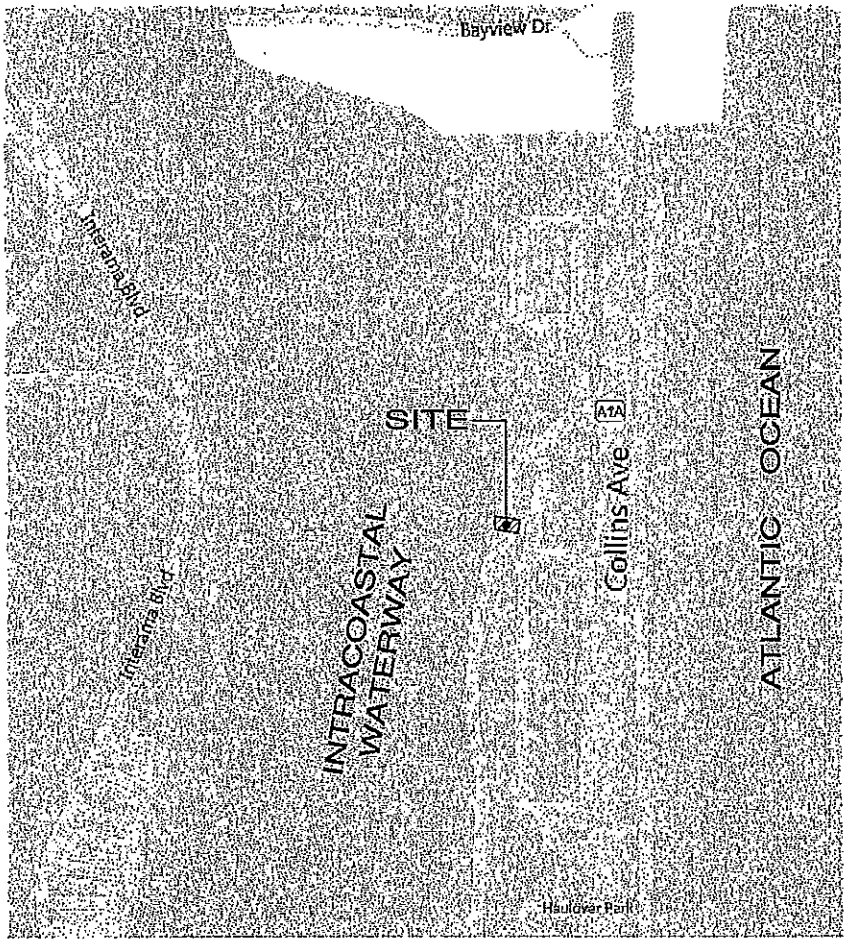
Drawn By	MAP
Cad. No.	130617
Ref. Dwg.	2010-132-1
Plotted:	5/23/13 11:18a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-653-4152 / Email fls@flsurvey.com

Date	5/23/13
Scale	1"=150'
Job. No.	130617
Dwg. No.	1013-051-2
Sheet	2 of 3

EXHIBIT "A"



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Drawn By MAP	LOCATION SKETCH		Date 5/23/13
Cad. No. 130617	FORTIN, LEAVY, SKILES, INC.		Scale NOT TO SCALE
Ref. Dwg. 2010-132-1	CONSULTING ENGINEERS, SURVEYORS & MAPPERS		Job. No. 130617
	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653		Dwg. No. 1013-051-2
Plotted: 5/23/13 11:18a	180 Northeast 168th. Street / North Miami Beach, Florida. 33162		Sheet 3 of 3
	Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com		