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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 21, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

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

Resolution No. R-438-09

Subject: Interagency Agreement with the South Florida Water Management District for the Deering Rehydration Addition/Deering Estate Flow Way Project, Temporary Construction and Access Easement and Permanent Flowage Access Easement

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Recommendation

It is recommended that the Board adopt the attached resolution approving an Interagency Agreement with the South Florida Water Management District (SFWMD) for the Deering Rehydration Addition/Deering Estate Flow Way Project (Attachment A), granting a Temporary Construction and Access Easement (Exhibit C1)) and Permanent Flowage Access Maintenance Easement (Exhibit D); consenting to the State of Florida's granting of Flowage Easement for Deering Estate (Attachment B) and authorizing the County Mayor or County Mayor's designee to execute the agreement and consent; and authorizing the County Mayor to execute the easements.

Scope

The project is within the Deering Rehydration Addition at 16500 SW 74 Avenue on the west side of Old Cutler Road adjacent to the Charles Deering Estate at Cutler, in Commission District 8. Implementation of the project will have a positive regional impact as well as a positive impact on the natural areas of the Charles Deering Estate by restoring areas of freshwater wetland habitat in the historic Cutler Slough.

Fiscal Impact/Funding Source

All capital and operating costs will be provided by the SFWMD under an agreement with the Army Corps of Engineers as a part of the Comprehensive Everglades Restoration Plan (CERP).

Track Record/Monitor

The Park and Recreation Department (MDPR) will coordinate with the SFWMD to assure compliance with the terms of the agreement and easement.

Background

The Deering Rehydration Addition was acquired to establish a connection between the C-100 Spur Canal and the Charles Deering Estate to develop a means to convey freshwater through the addition to the remnants of the historic Cutler Slough within the Estate. The site is subject to the conditions of the Deering Estate Cutler Glade Management Plan as approved by the Florida Department of Community Affairs.

The SFWMD identified the rehydration as contributing to the Biscayne Bay Coastal Wetlands element of the Comprehensive Everglades Restoration Plan (CERP). Working with the County,

feasibility studies, preliminary design and engineering constructability reviews have been successfully completed. This Interagency Agreement and Easement will enable SFWMD to construct the necessary facilities for the Deering Estate Flow Way that will accomplish the intent of the Deering Estate Cutler Glade Addition Management Plan and the Biscayne Bay Coastal Wetland Project.

SFWMD will require construction contractors to provide a payment bond and performance bond, as required by Florida Statues, for the work to be done on County property and will also identify the County as an additional insured on all insurance policies required by SFWMD in connection with the Deering Estate Flow Way project. The SFWMD and not the County will be listed as an obligee on the payment bond or the performance bond required of contractors.

With respect to the CERP project, also included is consent to the State of Florida's grant of a Flowage Easement for use of Deering Estate. As owner, the State of Florida is the proper entity to grant Flowage Easement for the rehydration of coastal wetlands in connection with the CERP, Biscayne Bay Coastal Wetlands project. The County will execute consent to the State of Florida's grant of Flowage Easement to SFWMD since the County does not own but operates Deering Estate under a management plan.

Attachments

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 21, 2009

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

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

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Mayor's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
4-21-09

RESOLUTION NO. **R-438-09**

RESOLUTION APPROVING AN INTERAGENCY AGREEMENT WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR DEERING REHYDRATION ADDITION/DEERING ESTATE FLOW WAY PROJECT; GRANTING OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AND PERMANENT FLOWAGE ACCESS MAINTENANCE EASEMENTS ("EASEMENTS"); CONSENTING TO STATE OF FLORIDA'S GRANTING OF FLOWAGE EASEMENT FOR DEERING ESTATE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENT AND CONSENT; AND AUTHORIZING COUNTY MAYOR TO EXECUTE EASEMENTS

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 (1) approves an interagency agreement with the South Florida Water Management District (SFWMD) for the Deering Rehydration Addition/Deering Estate Flow Way Project (the "Agreement"); (2) approves a Temporary Construction and Access Easement and a Permanent Flowage Access and Maintenance Easement ("Easements") in favor of the SFWMD, in substantially the forms attached hereto and made a part hereof; (3) consents to the State of Florida's granting of Flowage Easement to the SFWMD for Deering Estate as it relates to the CERP Acceler8 project (the "Consent"); (4) authorizes the County Mayor or County Mayor's designee to execute the Agreement and Consent; and (5) authorizes the County Mayor to execute the Easements.

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

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2009. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Martin W. Sybblis

ATTACHMENT A

INTERAGENCY AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE DEERING REHYDRATION ADDITION/DEERING ESTATE FLOW WAY PROJECT

This Interagency Agreement for the Deering Rehydration Addition/Deering Estate Flow Way project is made this _____day of _____2009 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose mailing address is 111 NW First Street, Miami, Florida 33128, hereinafter referred to as the "County", with the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, and its successors and assigns, hereinafter referred to as the "SFWMD", with its principal office at 3301 Gun Club Road, West Palm Beach, Florida for the purpose of perpetual flowage, inundation, channel and facility construction, access, maintenance and facility operation needed to provide rehydration of Coastal Wetlands in conjunction with the Comprehensive Everglades Restoration Plan (CERP), Biscayne Bay Coastal Wetlands Project.

WITNESSETH:

WHEREAS, the County acquired the property known as the Cutler Glade Rehydration Addition to the Deering Estate at Cutler, identified by folio number 30 5026 000 0040, and located at 15850 Old Cutler Road, Miami, Florida, (the "Premises"), with partial funding from the Florida Communities Trust ("FCT"), and the Premises are subject to certain limitations provided in the FCT Grant Award Agreement recorded in Official Record Book 21069, Page 3404, Public Records of Miami-Dade County, Florida (the "FCT Agreement," Attachment A1); and

WHEREAS, as part and condition of the FCT funding, the County provided and the FCT approved the Deering Estate Cutler Glade Rehydration Addition Management Plan for the Florida Communities Trust, Florida Department of Community Affairs, prepared January 2003 by the Miami-Dade Parks and Recreation Department, with FF1 Award number 01-043-FF1 (the "Management Plan" Attachment A2), which Management Plan applies to the Premises. The FCT Agreement and the Management Plan are hereby incorporated herein by reference and made a part hereof; and

WHEREAS, the County and SFWMD intend that the conservation and recreation values of the Premises be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time after review and approval by the FCT; and

WHEREAS, the County and SFWMD agree that all activities by the County and SFWMD must be consistent with the FCT Agreement and Management Plan, and

WHEREAS, the County and SFWMD have jointly agreed to the "Deering Flow Way Project: Site Plan" attached hereto as Exhibit A, and the "Proposed Pump Station Design" attached hereto as Exhibit B, both said Plan and Design being from the February 14, 2008 Deering Estate Flow Way - Biscayne Bay Coastal Wetlands, Phase 1 Plans and Specifications prepared by URS Incorporated (the "Plans"), all for the purpose of developing, constructing, installing, maintaining and operating the ditches, canals and channels (not for navigational purposes), pumping stations, pipes, berms, and other

elements (collectively, the "Project Structures") needed to provide rehydration of Coastal Wetlands in conjunction with the Comprehensive Everglades Restoration Plan (CERP), Biscayne Bay Coastal Wetlands Project (the "Project"). A complete set of the Plans will be placed and retained on file with both the Grantor and the Grantee as a public record.

NOW THEREFORE,

The County agrees:

1. To execute and deliver to SFWMD a Temporary Construction and Access Easement on the real property known as Tract No. TA-500-276 and described in Exhibit C attached hereto and made a part hereof (hereinafter referred to as the "Temporary Premises") for the sole purpose of facilitating the Project. Said Temporary Construction and Access Easement shall be in form and substance as attached hereto as Exhibit C1.

2. To execute and deliver to the SFWMD a Permanent Flowage, Operation, Access and Maintenance Easement on the real property known as Tract Nos. TA-500-275 and TA-500-274 described, respectively, in Exhibits D1 and D2, attached hereto and made a part hereof (hereinafter referred to, respectively, as the "Flow Way Footprint Area" and the "Access Area") for the sole purpose of facilitating the Project. Said Permanent Flowage, Operation, Access and Maintenance Easement shall be in form and substance as attached hereto as Exhibit D.

3. To ensure that any future design and construction of a boardwalk by the County will serve as a recreational amenity and will not interfere with the purposes of this Agreement or the Project.

4. That the temporary and permanent easements are consistent with the FCT Agreement and Management Plan and no modifications to the FCT Agreement and/or the Management Plan shall have a retroactive application so as to impair the easement rights.

5. The County does hereby agree to indemnify and hold harmless the SFWMD to the extent and within the limitations of Section 768.28 Fla. Statutes from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the SFWMD from any liability or claim arising out of the negligent performance or failure of performance of the SFWMD or any unrelated third party.

The SFWMD agrees:

1. To construct the Project Structures substantially in accordance with the Plans, subject to: (1) receipt by SFWMD of all required land interests and applicable governmental approvals and (2) SFWMD Governing Board's budgetary appropriation of the funding for each applicable fiscal year of this Agreement, which said funding is necessary for SFWMD to proceed with the construction of the Project Structures.

2. To maintain the undisturbed portions of the Premises by mowing and performing ordinary care and, upon the termination of the Temporary Construction and Access Easement, to return the Premises, except as allowed and contemplated by the Permanent Flowage, Operation, Access and Maintenance Easement, to substantially the same condition as it was prior to the commencement of the SFWMD's activities under this Agreement, reasonable wear and tear excepted.

3. That the primary purpose of the Project Structures and the interests, rights, privileges, and powers conveyed and granted to SFWMD under this Agreement are for the routing of water for the rehydration of coastal wetlands and not for SFWMD's water management functions of flood control, drainage protection or saltwater intrusion protection.

4. To operate and maintain the Project Structures at all times in such a way that assures their safety and appearance as contemplated by the Plans.

5. To ensure that any and all Project Structures are operated at a maximum flow rate of 100 cubic feet per second ("100 CFS") so that the natural resources of the Deering Estate are not negatively impacted by excessive flow.

6. To allow the County to design and construct a boardwalk and other improvements to serve as a recreational amenity, so long as any such boardwalk and/or other improvements do not interfere with the purpose of the Permanent Flowage, Operation, Access and Maintenance Easement.

7. That the temporary and permanent easements are consistent with the FCT Agreement and Management Plan and no modifications to the FCT Agreement and/or the Management Plan shall have a retroactive application so as to impair the easement rights.

8. The SFWMD does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Statutes from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the SFWMD. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

9. In the event that the SFWMD subcontracts any or all of the work hereunder to a third party, the SFWMD shall require the contractor to act in a manner that takes public safety into account, including securing the work site and equipment. In addition the SFWMD's construction contractor will be required to: (1) provide a Performance Bond substantially in the form attached here in as Exhibit "E1" and a Payment Bond substantially in the form attached hereto as Exhibit "E2", and (2) identify the County as an additional insured on all insurance policies required by SFWMD.

Both SFWMD and County agree:

1. If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

2. Any notice, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one Business Day after being sent by reputable overnight carrier, or three Business Days after being mailed by certified mail, return receipt requested, to the Parties at the addresses set forth below (or at such other address as a Party may specify by notice given pursuant to this Section to the other Parties):

To the SFWMD:

Director
Everglades Restoration Engineering
3301 Gun Club Road, MSC#7800West
Palm Beach, FL 33406

With a copy to:

Director
Land Acquisition Department
3301 Gun Club Road
West Palm Beach, FL 33406

To the County:

County Manager
Miami-Dade County
111 NW 1 St., 29 FL
Miami, FL 33128

With a copy to:

Director
Park and Recreation Department
276 NW 2 St
Miami, FL 33128

3. This Agreement, including the attachments and exhibits thereto contain the sole and entire agreement among the Parties with respect to their subject matter, are fully integrated, and supersede all prior written or oral agreements among them relating to that subject matter. Except as specifically set forth in this Agreement there shall be no warranties, representations or other agreements among the Parties in connection with the subject matter hereof or thereof.

4. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by all the Parties, and as to the County, to the extent required by Applicable Law, unless such modification or amendment is approved by the Board of County Commissioners of Miami-Dade County.

5. This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

6. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement. Any waiver must be in writing and signed by all parties whose interests are being waived.

7. It is expressly understood that notwithstanding any provision of this Agreement and the County's status thereunder:

A) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project with respect to the Premises or the operation thereof, or be liable for the same; and

B) The County shall not by virtue of this Agreement be obligated to grant the SFWMD, its agents, successors or assigns any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the design, construction, development and/or operation of the Project and the Premises.

8. Except as otherwise herein expressly provided, if any Party shall be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder (other than any covenant or obligation to pay money), as a result of any Force Majeure, and, provided that the Party delayed, hindered or prevented from performing notifies the other Party both of the commencement and of the expiration of such delay, hindrance or prevention (each notice being required within ten (10) Business Days of the respective event), and provided further that such Force Majeure did not result from the negligence or willful misconduct of the Party asserting the Force Majeure, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance or prevention and the period for the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of the impact of such delay, hindrance or prevention.

9. Nothing in this Agreement or by reason of this Agreement, express or implied, is intended to (a) confer upon any person or entity other than the County and SFWMD and their successors and assigns any rights or remedies as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had executed the same document. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, this Interagency Agreement has been executed by the County whose hand and seal is affixed hereto, the date first above written.

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

Reviewed by:_____
County Manager

_____
WITNESS SIGNATURE

_____
PRINT NAME

By: _____
_____
County Mayor

_____
WITNESS SIGNATURE

_____
PRINT NAME

(Corporate Seal)

ATTEST:

_____
Clerk

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this day personally appeared before me _____ and _____, Chairperson and Clerk, respectively, of Miami-Dade County, a political subdivision of the State of Florida, to me known to be the persons described in and who executed the foregoing easement deed and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at _____ in the State and County aforesaid, this _____ day of _____, 2009.

_____
Notary Public
My Commission Expires: _____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:_____

_____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by _____, the _____ of the South Florida Water Management District, a public corporation of the State of Florida and who is personally known to me.

_____
Notary Public

_____
Print Name
My Commission Expires: _____

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Attachment A-1

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

03R147061 2003 MAR 03 15:34

FLORIDA COMMUNITIES TRUST
FF1 AWARD #01-043-FF1
FCT Contract# 03-CT-36-01-F1-J1-043

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 28th day of January, 2003, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259.105, 259.1051, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty- two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments and nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, natural resource conservation areas, parks, greenways and outdoor recreation areas to implement local comprehensive plans;

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-7, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition using funds from the Florida Forever Trust Fund award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of Miami-Dade County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Florida Forever Bonds is not jeopardized, FCT and Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

Recipient: MIAMI-DADECOUNTY
Park and Recreation Department
275 NW 2nd Street
Miami FL 33128
ATTN: Resource Development Section Manager

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the Recipient or by some third party with the knowledge of the Recipient and the Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(c), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE Recipient.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

3. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

4. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and Recipient.

IV. OBLIGATIONS INCURRED BY Recipient AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the Recipient, to any of the below listed activities or interests, the Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax con-sequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE Recipient AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE Recipient OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Two or more resource-based outdoor recreational facilities including a nature trail and picnic area shall be provided on the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Miami-Dade County.

3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

4. At least 24 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.

5. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

6. The Project Site shall be managed in a manner that will protect and enhance the habitat for native wildlife species that utilize or could potentially utilize the site. The development

of the Management Plan shall be coordinated with the Florida Fish and Wildlife Conservation Commission=s Office of Environmental Services to ensure the preservation and viability of native wildlife species and their habitat.

7. The degraded rockland hammock on the Project Site shall be restored to a natural condition in terms of biological composition and ecological function.

8. The degraded freshwater wetland glade on the Project Site shall be restored to a natural condition in terms of biological composition and ecological function. Alternatives for reestablishing the natural hydrology of the wetland glade including the historic directional flow and seasonal fluctuations shall be investigated and implemented if feasible.

9. The quality of surface runoff from the Project Site shall be improved through the restoration of the site=s natural hydrology including the historic directional flow and seasonal fluctuations.

10. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

11. The Project Site shall be managed as an addition to the Deering Estate.

12. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

13. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.

14. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

15. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this agreement.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Print Name: Suzel Alvarez-Tagle

Print Name: Gladys Fernandez

MIAMI-DADE COUNTY

By:

Print Name: Alina Tejeda Hudak

Title: Assistant County Manager

Date: 1/6/03

Approved as to Form and Legality:

By:

Print Name: Mariela Martinez Cid

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 7 day of January, 2003 by Alina Hudak as Assistant County Mgr of Miami Dade County and who is personally known to me.

Hildelisa Wiener
My Commission DD60100
Expires September 25, 2005

Notary Public

Print Name: Hildelisa Wiener

Commission No. DD60100

My Commission Expires: Sep. 25, 2005

GAA\01-000-FF1
12/17/02

Witness:

Print Name: BRIAN WISECK

Print Name: JERRY TABER

FLORIDA COMMUNITIES TRUST

By: _____
Janice Browning,
Executive Director

Date: 1/28/03

Approved as to Form and Legality:
By: _____
Ann J. Wild, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of January, 2003, by Janice Browning as Executive Director of Florida Communities Trust. She is personally known to me.

_____
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

Gayle H. Brett
MY COMMISSION EXPIRES
October 8, 2006
DD153509
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

GAA\01-000-FF1
12/17/02

EXHIBIT "A"

The Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, Range 40 East, Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK, CIRCUIT COURT

GAA\01-000-FF1
12/17/02

Attachment A-2

Prepared for
The Florida Communities Trust
Florida Department of Community Affairs

By
Miami-Dade Park and Recreation Department

January 2003

FF1 Award Number 01-043-FF1

24

I. INTRODUCTION

A. Project Name

Deering Estate – Cutler Glade Rehydration Addition
FCT Project #01-043-FF1

B. Location

The Project is located in southeastern Miami-Dade County at 16500 SW 74 Avenue on the west side of Old Cutler Road adjacent to the **Charles Deering Estate at Cutler** on Biscayne Bay (Exhibit 1). This is found in Section 26, Township 55 South and Range 40 East.

C. Background

The Charles Deering Estate in its entirety is a State and County owned property operated and maintained by the County's Park and Recreation Department with the purpose of achieving an appropriate balance between protecting the natural and cultural resources while providing public access and compatible resource based recreational opportunities (Exhibit 2). The 430-acre property consists of lands purchased by the State's Conservation and Recreational Lands Program (CARL) with subsequent purchases made by the County through its Safe Neighborhood Parks Bond (SNP), Environmentally Endangered Lands (EEL) Program and with funds provided by the Florida Communities Trust (FCT) (Exhibit 3).

The 9.66-acre Deering Estate-Cutler Glade Rehydration Addition (a.k.a. the Powers Property) was acquired in 2000 as an addition to the Charles Deering Estate at Cutler. The purchase of the Rehydration Addition was facilitated through the Trust for Public Lands with funding from Miami-Dade County Safe Neighborhood Parks Bonds Program, the Environmentally Endangered Lands Program and the Wetland Enhancement Trust Fund. In 2002-2003, grant funding was also provided by the Florida Communities Trust through its Florida Forever Program to reimburse Miami-Dade County for 40% of the allowable acquisition costs. This management plan has been developed in accordance with Grant Award Agreement and in furtherance of the purpose of the grant.

The project site was part of the Cutler Glade, which was historically connected to the hammocks, mangroves, and salt marsh communities of the Deering Estate. The Glade originally ran through the project site, into the Deering Estate and finally into the Biscayne Bay. The wetland area of the Glade was isolated from its water source during the 1960's when the C-100 canal was constructed. After the wetland was drained, the area was the used for agricultural purposes. The property owners established a house on the northern section of the property and the pine rockland was slowly invaded by invasive exotic species. The northern section of the project site currently

contains approximately 2 acres of disturbed pine rockland and 2 acres of rockland hammock. The southern section contains 5 acres of cleared glade currently being used to grow mangos and avocados.

The acquisition has established a linkage to the water source of the C-100 Spur Canal and provides the opportunity to reestablish higher levels of freshwater flow and historic drainage patterns through the Deering Estate (Exhibit 4).

The rehydration and restoration project is a one-of-a-kind opportunity that allows the restoration of a historically significant freshwater feature, and enhances all of the various natural resource habitats remaining at the Deering Estate and in Biscayne Bay. The rehydration project will redirect water from the C-100 Canal system through the existing C-100 Spur Canal into the Cutler Glade on the project site and within the Deering Estate, thus restoring a portion of the historic freshwater flow through the Deering Estate and into Biscayne Bay. The South Florida Water Management District (SFWMD) has demonstrated strong support for the project since the acquisition. SFWMD partnered with the Miami-Dade County Park and Recreation Department to fund a feasibility study for rehydration. That study was completed in January 2002 and provides the Department with the necessary parameters to move forward with the engineering phases of the project - estimated to begin in 2003. The SFWMD has made a long-term commitment to the implementation of the project through in-kind technical support. The Department has recently received notification of grant awards from the Miami-Dade Wetland Trust Fund and the U. S. Fish and Wildlife Service (USFWS). This funding will enable the Department to move forward with the engineering phase and begin Phase One of implementation.

II. PURPOSE FOR ACQUISITIONS

The purpose of the acquisition is to establish a connection between the C-100 Spur Canal and the Deering Estate, and to develop a means to convey freshwater through the addition to the remnants of the historic Cutler Slough within the Estate. The intent of the rehydration is to restore areas of freshwater wetland habitat in the historic slough on both the acquisition parcel and within the Deering Estate. Increased humidity will also assist to reestablish rare ferns and orchids within the hammocks, and to promote the regeneration of other native species dependent on higher levels of freshwater. In addition, it is predicted that hydrologic restoration will be beneficial to the pine rocklands by increasing the hydrology of those areas to levels closer to ones found before construction of canal system. Decreasing the salinity in the mangroves and sea grass beds of the Deering Basin will enhance the estuary and improve breeding and foraging grounds for fish, crustaceans, wading birds and the federally endangered American crocodile (Crocodylus acutus). Freshwater and marine foraging areas,

combined with areas suitable for the re-establishment of rookeries, make this property an ideal site for wading birds. Additionally, this project may recharge underground channels that feed freshwater springs within the Deering Estate, as well as further out in the Bay.

The current land use and zoning designation will be amended to reflect the future use of the site for open space, conservation and outdoor recreation. Required documents, including the management plan, will be submitted to the Miami-Dade County Department of Planning and Zoning by August 2003. An amendment to the Comprehensive Development Plan stating the designation change from Estate Density Residential to Environmentally Protected Parks will be reviewed October 2003. Upon approval of the ordinance, the new site designation will be recognized October 2004. Documentation of the approved ordinances changing the designation will be forwarded to the Florida Communities Trust.

The acquisition of the site will assist Miami-Dade County in implementing a number of goals, objectives, and policies, adopted in its Comprehensive Development Master Plan (CDMP), which are briefly described below.

1. **Recreation and Open Space Policy 1A** provides that areawide parks and open spaces shall be provided, and that they shall be established in conjunction with regionally significant natural and historic resources.

The project assists the County in meeting facility standards for areawide parks, which include metropolitan parks, natural area preserves, special activity area, and/or greenways. The site will be managed as part of the Deering Estate due to its importance to the hydrologic restoration of the natural areas on the Estate. The project furthers CDMP objectives calling for the provision of areawide parks for residents and tourists.

2. **Recreation and Open Space Policy 1A** provides that parks and open spaces shall be established in areas of regionally significant natural, historic, or tourism resources. **Recreation Policy 3C** directs the County to maximize public ownership of coastal resources. **Coastal Management Policy 9C** instructs the County to consider undeveloped land in areas most vulnerable to storm surges for public or private recreational uses and open space, including restoration of coastal natural areas.

The project allows for the preservation of open space in an extensively developed residential area subject to 100-year flood, and provides for the restoration and protection of a historic uplands and wetlands (Cutler Glade) within an existing areawide park, the Charles Deering Estate. It also allows the County to continue acquiring sensitive coastal areas for public use, including western portions of the drainage slough that support eastern coastal flats in Biscayne Bay State Aquatic Preserve. The acquisition of the property furthers

County policies related to acquisition and preservation of coastal wetlands for environmental and recreational purposes.

3. **Conservation Policy 7D** supports development of management plans to protect natural resources. **Coastal Management Policy 7D** supports restoration of natural areas and removal of invasive plant species. **Conservation Element Policy 9E** directs the conservation of upland wildlife habitats, and **Conservation Policy 9F** directs that future open space and wetland mitigation areas protect wildlife habitats.

Acquisition of the property insures that both intact and remnant native vegetative communities on the site will be preserved, protected, restored and managed. Moreover, acquisition furthers County policies related to managing environmentally sensitive areas and restoring natural areas, and removing exotic species. Public ownership and professional resource management of the property insures that actions to protect listed animal species and habitat are prioritized. Clear evidence of this can be demonstrated in the expanding lists of animal and bird sightings within the adjacent Charles Deering Estate. Since inception of public management of the property in 1985, staff biologists have documented a growing list of rare and endangered species that otherwise would not be protected. Without public acquisition, further encroachment or expansion of exotic species would continue as native habitat is destroyed. County policies that are furthered by this acquisition include conservation of wildlife habitats and restoration of vulnerable natural areas with intact resources.

All literature and advertising associated with the site will identify that " Funding for the acquisition of this site was proved by the Florida Communities Trust." This shall include property identification signage, funding acknowledgements of the acquisition and site improvements and program promotional material related to this specific project at the Charles Deering Estate at Cutler.

A. Management Objectives

The objectives of this project are to restore historic freshwater flows back into the Deering Estate and to preserve and protect its natural forest resources, wetlands and endangered species habitat. By doing so, the project shall maintain and/or improve the water quality of the Biscayne Bay Aquatic Preserve by reducing the single point of freshwater discharge currently occurring at the C-100 Canal. Increasing levels of freshwater into the mangrove forest, salt marsh and sea grass beds of the Deering Estate shall enhance the ecological functions and biological diversity of these areas.

Monitoring changes in habitat and water quality during the process of rehydration shall provide a source of data that will allow the Department to adjust management objectives and establish future goals for habitat restoration and predict obtainable rehydration levels. The project shall be

managed in a manner that will restore and protect the natural communities of the Deering Estate, provide an educational resource to the community and provide appropriate public access and enjoyment of the sites resources.

The key management objectives for the Deering Estate – Cutler Rehydration Addition include:

1. To restore, enhance and maintain the wetlands and hammock communities that were historically present on the Deering Estate site.
2. To maintain and promote the freshwater marsh/wet prairie and pineland/hammock habitats and to prevent colonization by invasive exotic species.
3. To maintain the current populations of listed species and promote population increases and reestablishment of listed species where possible and appropriate.
4. To maintain the current populations of unlisted rare and endemic species, subspecies, and varieties of plants and animals and promote increase of those species where possible and appropriate.
5. To coordinate management activities with archeological and historical preservation.
6. To collect and evaluate data during the management of the site that may assist in future rehydration and natural areas restoration efforts.
7. To provide outdoor recreation and public education where consistent with the protection of natural and cultural resources on the site.

III. NATURAL RESOURCES

A. Natural Communities

The project site historically contained approximately 5 acres of critically imperiled pine rockland. The two remaining acres of this community have been impacted by fragmentation, invasive exotic plant species and fire exclusion. Severe disturbance has altered the pine rockland in such a way that restoration of this habitat is no longer feasible. Therefore, this area will be allowed to succeed to rockland hammock through the absence of fire, invasive exotic control, and supplemental planting of native hammock vegetation. The southern portion of the site contains hydric soils and is part of a former transverse glade that once extended from the west through the Deering Estate and out to Biscayne Bay. The glade portion of the site was never filled, but was cleared in the past. The transverse glade will be restored as water is allowed to flow through the canal and rehydration occurs (Exhibit 5).

The adjacent Deering Estate harbors 105 acres of pine rockland (critically imperiled globally) and 142 acres of rockland hammock (State imperiled). These vegetative communities are protected by active resource management practices conducted by the Department's Natural Areas Management Division

(NAM). The rockland hammock will benefit from the restoration of the Cutler Glade and the freshwater flow from the project site because surface levels will rise and humidity will increase. Numerous hammock species, especially ferns, orchids, bromeliads, mosses, liverworts, and lichens prefer higher humidity. The pine rockland will also benefit from an increase in groundwater levels. Lowering groundwater levels have negatively impacted slash pines and other plant species that typify pine rockland habitat. Although the viability and quality of these plant communities at the Deering Estate is good, it would be improved by rehydration of the project site.

B. Listed Animal Species

The Rehydration Addition provides habitat for Ospreys (*Pandion haliaetus*), American Kestrels (*Falco sparvarius*), White-Crown Pigeons (*Columba leucocephala*), Atala Hairstreaks (*Eumaeus atala*), Forest Snails (*Drymaeus multineatus*), Short-tailed Hawks (*Buteo brachyurus*), Black-whiskered Vireos (*Vireo atiloquus*), Cooper's Hawks (*Accipiter cooperi*), Prairie Warblers (*Dendroica discolor*), Florida Tree Snails (*Liguus fasciatus*), Banded Tree Snails (*Orthalicus floridensis*), and Florida Purplewings (*Eunica tatila*). Listed species using the project site will be protected by preservation and enhancement of habitat through the management of the subject site, rehydration of the Cutler Creek, restoration of the glade vegetation (fresh water marsh/prairie and the hammock), and management of invasive exotic vegetation and animals.

The 9.66-acre project site does not currently contain sufficient habitat recognized by State or Federal agencies as suitable for listed animal species; however, once restored it will provide 4 acres of rockland hammock and approximately 5 acres of freshwater marsh/wet prairie as recognized by the Florida Committee on Rare and Endangered Plants and Animals as suitable habitat for listed species (Table 1). The listed species currently utilizing the site are found in the open grassy area, fruit trees and the disturbed pine rockland. Once rehydrated, the project site is expected to be used by migrating birds and as a nesting and feeding area.

The adjacent Deering Estate does contain recognized critical habitat for thirty-nine listed animals. Table 2 documents all listed species known to use the Deering Estate with notation included for species using the project site. The project site is adjacent to a Strategic Habitat Conservation Area located in the Deering Estate's salt marsh and tidal mangrove forests. The restoration of the freshwater flow through the Cutler Glade will have far reaching impacts. The aquatic habitat adjacent to the project site harbors a significant population of American Crocodiles, *Crocodylus acutus*, a State and Federally listed endangered species. Supplying fresh water to the Deering Estate will enhance habitat for American Crocodiles. The dispersal of crocodiles into additional satellite breeding groups can be enhanced by providing quite areas with freshwater inflows in remote locations – far from major marinas and

residential developments. The restoration of freshwater flow through the Cutler Glade is extremely important because it will contribute to lower salinity conditions, which are essential to the survival and growth of hatchlings. While the viability of the listed species is good, additional freshwater flow will enhance food availability along the tidal swamp bordering Biscayne Bay, which is a prime foraging habitat for hatchling and juvenile crocodiles. The tidal swamp habitat is 100 acres and is protected by State and County agencies as a designated preserve.

C. Soils

Although disturbed, the site is unique in that approximately 5 acres of the site contain hydric soils and its original contour as part of a former transverse glade that once extended from the west through the Deering Estate and out to Biscayne Bay.

The 1996 Soil Survey of Dade County Area, describes the Rehydration Addition as Krome very gravelly loam. Typically, the soil is dark brown and about seven inches thick. Hard porous limestone bedrock is at a depth of about seven inches. Solution holes in the limestone extend to a depth of about ten inches. They contain silty clay loam or silty clay. The water table in areas of the Krome soil is within the limestone bedrock. It is at a depth of 40-60 inches in most years. Permeability is moderate. All areas have been rock-plowed or mechanically scarified and cultivated at some time in the past.

The description of the soil type given in the soil survey, however, does not appear to be consistent with the soils observed on the site. It is perhaps more reasonable to assume that the soil types found on the site are consistent with the adjacent soil types found on the Estate. Opa-locka rock outcrop complex is found in the pine rockland areas of the Estate and abuts the northern half of the Rehydration Addition in the area of the historic pine rockland. Matecumbe muck is the soil type recorded for the hammock and Cutler Glade areas of the Estate, where it abuts the Rehydration Addition on the southern portion of the property where the Glade was located. The low former glade portion of the site was never filled, but was cleared in the past for agriculture. This is in stark contrast to the course of the former glade to the west, which has been modified through dredging and excavation of the C-100 canal extension, and the filling of adjacent lands along the canal banks for construction of homes.

D. Surface and Groundwater

Historical documents indicate that the Estate was being developed during the late 1800's and extensive drainage modifications took place after the Estate was established in the late 1800's and early 1900's. Impacted lands include a habitat continuum ranging from pine rockland and rockland hammock to tidally influenced mangrove wetlands. Drainage activities included

modifications to the primary inflow area to the historic Cutler Slough, which conveyed freshwater through what is now known as the Deering Glade (Glade) (Exhibit 6). Dredging operations created an outflow channel leading from the property out to the Biscayne Bay, and are believed to have significantly modified the natural hydroperiod of the Slough by directing inflows deeper into the wetland/floodplain and creating a channelized surface outflow route that historically did not exist. The net result of these actions has accelerated pass through of waters drained from the watershed to the west, and most likely, a drying out of the lands to the immediate south where the actual Deering Estate buildings and agricultural activities were centered.

Prior to these drainage activities, historical outflows from the Glade appear to have been primarily through subsurface routes, except during wet-weather periods when surface flows likely took place over the rock ridge bounding the western margin of the mangrove wetlands. During the 1960s, freshwater that historically flowed into the Glade was largely diverted by the development of the C-100, C-100A, and C-100C Canals. These canals capture drainage from the watershed and shunt it directly into the Biscayne Bay via the S-123 water control structure, which is on the south property line of the Deering Estate.

Despite the regional lowering of groundwater levels and the channelization of surface water flows, hydric soils and wetland vegetative communities have persisted in portions of the Glade, increasing the possibility for slough restoration through Glade rehydration. Until recently, the feasibility of Glade rehydration was limited by the inability to re-connect the Glade to the regional surface water management system. However, the purchase of the rehydration addition has secured the final link necessary for re-connection.

E. Unknown Resources

Miami-Dade County will maintain constant monitoring and periodic inventory to record the change in natural communities and identify any unknown resources.

IV. SITE USE

A. Existing

The north portion of the site contains approximately 2 acres of disturbed pine rockland and 2 acres of rockland hammock (Exhibit 7). A vacant home and pump house are located in the upland area of the property with a driveway through the pine rockland and rockland hammock connecting the house to Old Cutler Road. The southern portion of the property contains 5 acres of Glade that were cleared for agricultural use. Currently this area contains mango and avocado trees with a band of exotic species along the southern and western property boundaries (Exhibit 8). An 8-foot chainlink fence provides access control along the eastern edge of the property.

B. Proposed Improvements

The 5-acre glade will be restored to a demonstration wetland community with boardwalks and educational displays highlighting the historical Glade and its restoration. Portions of the disturbed pine rockland will be allowed to succeed to rockland hammock and merge with a restored rockland hammock. There will be an allowance of open space for picnic areas, nature interpretation areas, trails and minimal bicycling and vehicle parking.

The site will contain 2 rain shelters and a picnic area with 2 picnic tables and 4 benches. The site will also provide five parking spaces, including one accessible space, and a 10-person bicycle rack located at the entrance. The parking area will incorporate pervious material wherever feasible. The trail system, which will be approximately 85 linear feet, will extend from the entrance at Old Cutler Road through the hammock and into the wetland area. A boardwalk will be constructed on sections of the trail that pass along side or into the wetland area and a 300 to 350 square foot covered overlook platform will be constructed at the end of the trail section located in the wetland area. A trash receptacle will be placed at the trailhead and near the parking lot and educational facility. If feasible, the existing residence, approximately 3,000 square feet, will be restored and used for educational purposes with restrooms and other support amenities. If the existing building is found structurally unsound and a new facility is required, the total area of all enclosed facilities on the site will not exceed the footprint of the original residence and pump-house (370 square feet). FCT review and approval is required for any additional site alterations or physical improvements and proposed modifications not stated in the management plan.

The educational activities at the site will be integrated into the programs at the Deering Estate, and interpretive signage following the Estate's signage program will be placed along the trails at environmentally significant points and at the education building. Interpretive trails will avoid areas known to encompass listed species to limit potential impacts. Permanent recognition signs identifying the project site as being open to the public and purchased with funds from FCT, and any other contributors will be placed at the entrance. The sign will be at least 2'x 3' in size. It will incorporate the FCT logo in its design and include a statement that the site was purchased in 2000 with funds provided by Florida Communities Trust, Miami Dade County Safe Neighborhood Parks Bond Program, Miami-Dade County Environmentally Endangered Lands Program, the Miami Dade County Wetland Enhancement Trust Fund, and through the assistance of the Trust for Public Lands.

The trails and amenities within the project site will connect to the Old Cutler Bike Path, which runs along Old Cutler Road from Cocoplum Circle at SW 72 Street south to SW 216 Street. Signage will guide users of the bike path across Old Cutler Road into the project site through a designated entrance adjacent but separate from the vehicular entrance. The Old Cutler Bike Path

Dade Greenway Network near the County's Matheson Hammock Park. . Both the Biscayne Trail and Black Creek Trail (trails within the South Dade Greenway Network) connect to the Old Cutler Bike Path (Exhibit 9).

C. Access Improvements

The site is currently accessible from the east by Old Cutler Road and the Old Cutler Bikeway, which links to the South Dade Greenway Network at Old Cutler and SW 87 Avenue. Access improvements will include: 1) vehicular, pedestrian and bicycle access from Old Cutler Road; 2) tram service from the visitor center at Deering Estate; 3) public transportation – Miami-Dade Transit Service; and 4) Canoe landing.

V. RESTORATION

Objective 1: Rehydration

The objective of the rehydration is to decrease the overall salinity in the Deering Basin, reduce fluctuations in salinity levels after fresh water release events, and increase the time over which the benefits of lower levels of salinity are seen. The rehydration of the Cutler Glade shall benefit the natural resources in the area by reducing the point source discharges of freshwater into Biscayne Bay from the S-123 structure located near the mouth of the C-100 Canal - immediately south of the Deering Estate. The discharge of fresh water shall be dispersed along the coast of the Deering Estate, increasing the period of time over which fresh water is delivered into the Bay. Additionally, rerouting water through the Glade will remove nutrients and decrease the total suspended solids in the water reaching the Bay, which will in turn benefit the fauna and flora in the basin and improve water quality.

Objective 2: Hammock Restoration

The Department shall restore the rockland hammock on the project site as part of an overall natural areas management and preservation effort at the Deering Estate. This restored natural area shall provide additional suitable habitat for listed species.

A. Restoration Techniques and Management Procedures

Rehydration

Historically, the Cutler Slough provided a freshwater outlet for the C-100 Basin, with the majority of the discharge occurring via underground connections to the Biscayne Bay. The current South Florida Water Management District system of drainage canals conveys much the water through the C-100 Basin, with a single discharge point to the bay through the S-123 water control structure. The proposed project will provide a more natural flow of fresh water through the Cutler Glade, restore a remnant freshwater wetland on approximately 5-acres of the project site, and enhance approximately 30-acres of wetlands within the slough located on the Deering

Estate. In addition, increased levels of freshwater, both on the surface and below grade, will benefit the other natural communities of the Estate. A water delivery schedule will be implemented that coincides with the "normal" wet and dry seasons of South Florida –volume and frequency of delivery and will mimic the annual water cycle.

Rehydration will occur through a phased-approach to infrastructure installation due to the extremely complex hydrogeology of the Glade; the inability to forecast the levels of restoration success, water surface elevations and environmental impacts following rehydration; and limited available topographic information. In Phase One components shall be constructed to allow rehydration through rainfall. Monitoring and additional site testing will be conducted during this phase that will provide crucial data for the design and construction of subsequent phases. The second phase will extend the C-100 Spur Canal through the project site where water will flow across the restored wetland and delivered into the Estate through pipes running under Old Cutler Road. The flow of water in this phase shall be facilitated via gravity. Phase Three supplements the first two phases with a submersible pump station. This will increase operational flexibility and provide additional local flood protection.

In January 2002, the Department completed the Deering Glade Rehydration Feasibility Study. A copy of the study report is included in this management plan as Appendix C. The study provides viable options for the re-establishment of hydrologic connections between the Glade and the C-100 Basin, while still maintaining the water balance within the basin. Three alternatives are presented that provide the structure for the three phase approach that will allow for additional data collection and monitoring needed to refine the rehydration implementation and management approach.

Phase One (Alternative A)

Phase One includes the installation of a weir near the existing ridge on the Deering Estate property. The purpose of this "plug" is to create a freshwater head in the slough as a first step towards Glade rehydration and to improve (reduce) salinity conditions by precluding saltwater intrusion (see Exhibit 3-1). Emphasis shall be placed on designing a weir that will blend with the natural landscape, to the extent possible, and on constructing the structure in such a way as to minimize disturbance to the surrounding area.

Preliminary engineering studies indicate that the structure should be designed as a broad-crested weir, with a crest elevation set equal to the mean high-tide elevation. The weir would be adjustable to allow operation at varying water depths (i.e., raise to maximize rehydration or lower under potential flood conditions). Rehydration, during this phase will be

accomplished solely by rainfall, as diversion from the Spur Canal will not occur during this phase. In summary, Phase One entails:

- An adjustable weir near the bridge on Old Cutler Trail that enables Park and Recreation staff to protect historic, cultural, and/or environmental resources within the Glade.
- Rainfall-driven rehydration.
- No diversion from the Spur Canal.
- Preclusion of saltwater intrusion.
  - Minimum: 2.0 feet NGVD
  - Maximum: 3.5 feet NGVD
  - Set to correspond with S-123 elevations

Monitoring and Data Collection Component of Phase One:

Soil borings will be conducted to estimate the conductivities within the slough. These findings will possibly explain how much water will be retained in the Glade following rehydration. Additional topographic information will be obtained to ascertain potential historical locations within the Glade that may be impacted by increased water levels. An accurate cross-sectional profile of the eastern end of the C-100 canal will be determined. This will be needed for the final design of the weir leading into the Glade and for the development of accurate grading plans for the created wetlands.

Phase Two (Alternative B)
Phase Two builds on the elements of Phase One with the following with the following additional features:

- **Spur Canal Extension:** The Spur Canal would be extended through the new 10-acre rehydration parcel to Old Cutler Road.

- **Weir Construction:** A weir will be constructed at the end of the Spur Canal extension to allow water to flow by gravity into the Glade. The conceptual design includes a sharp-crested weir with three rectangular openings of variable height that uses vertical sheet piles with sharpened edges. The design includes a pollution retardant baffle to prevent exotics from entering the Glade to the extent possible. The weir design will be based on estimated elevations of the Spur Canal using available hydrologic data within the basin.
- **Jack and Bore:** A 50-foot jack and bore under Old Cutler Road, using two 42-inch ductile iron pipes enclosed within the steel

casings. Water flow will pass through the wetland area, over the weir, and then be delivered to the Glade through these two pipelines. A fundamental assumption of this phase is that the topography between the proposed work location and the Glade is adequate to allow open channel flow via gravity. Permitting and coordination with Florida Department of Transportation and Miami-Dade Public Works will precede this work.

- **Creation of Wetland Habitat:** The northern bank of the Spur Canal extension through the project site will be graded to allow for a littoral zone and the recreation of a remnant wetland community. Soils will be scraped removing exotic species and planting native wetland species that occurred historically within the Cutler Slough. A boardwalk will be extended through the wetland area.

Phase Three (Alternative C)

Phase Three adds a submersible pump station to the project if the fully gravity-driven system cannot provide the desired levels of rehydration. The pump station will contain irrigation-type pumps and be sized to deliver approximately 15 cubic feet per second (cfs) of supplemental flows. Other potential benefits include increased operational flexibility and additional local flood protection. A consumptive use permit will be required from the South Florida Water Management District to remove more than excess from the basin. Whether water is withdrawn from the Spur Canal with a pump or a weir, the withdrawals are recommended to be equal to or less than flows observed at S-123 to maintain water balance within the basin.

Restoration of the wetland area will be initiated in March 2003, beginning with the monitoring phases (gauges, water quality, benthic elevation, vegetation, and archaeological). Construction is scheduled to begin July 2004 with the installation of the weir, phase 1. The canal extension, phase 2, will begin in early 2006 and the pump installation, phase 3, will begin in early 2007. Restoration of the wetland should be complete by the end of 2007.

Hammock

Approximately 4 acres of the existing disturbed transitional rockland hammock area located on the project site will be restored. A comprehensive plant list for the site will be compiled prior to restoration activities. Information on the occurrence of listed species will be sent to the Florida Natural Areas Inventory (FNAI). Biological evaluations of the site will be conducted annually and will consist of surveys of vegetation and wildlife, including documentation of any new listed or exotic species. The services of the Fish and Wildlife Conservation Commission will be requested to review the annual survey and provide additional information and support when necessary.

Exotic removal and natural areas management crews will refer to the "Exotic Pest Plant Council's List of Florida Most Invasive Species" during restoration and site management (Appendix D). The Park Department's natural areas management crews under the direction of FLEPPC Exotic Pest Plant List Committee member, Joe Maguire, are kept apprised of any additions to the list. They are trained in the most current and best management practices of the eradication and control of invasive species.

To insure protection, staff biologists will conduct a baseline survey of plant and animal species, documenting occurrences of listed species. Information will be gathered using surveys developed by the Florida Natural Areas Inventory (Appendix E). These surveys will be routinely updated. Mapping and monitoring of listed species populations will be conducted where possible and appropriate. Interpretive trails will be sited to avoid areas known to encompass listed species to limit potential impacts.

Protection and enhancement of the native vegetative communities will be greatly furthered through the planned eradication and control of exotic invasive species. Management of the hammock will first focus on the control of aggressive exotic species. In areas with dense exotic vegetation, individual trees will be cut down and stumps will be treated with herbicide. Seedlings will be pulled and herbicide applied to trees in less dense areas. Treated trees will be left to decompose in place to provide snags for roosting birds, as well as cover for smaller animals.

Restoration of the pine rockland and hammock areas will begin June 2004 with initial exotic species removal. Once exotic plant removal is properly implemented, the hammock will be regenerated with native plants recruited from the near by Deering Estate. The restoration of the hammock and pine rockland, including native plantings, would begin in 2007. The hammock will undergo routine maintenance for exotic plant control by the Departments Natural Areas Management (NAM) Division.

VI. MONITORING and REPORTING

The Department will prepare an annual stewardship report, due every January 30, that evaluates implementation of the management plan. Any revisions to the management plan will first require review and approval by the Florida Communities Trust. Any proposed modification of the Management Plan and/ or undertaking any site alterations or physical improvements that are not addressed in the Recipient's approved Management Plan requires prior FCT review and approval.

Rehydration

A sound monitoring plan during the early phases of this project is crucial to obtaining the management objectives. Biological surveys will document the reaction of vegetative communities and threatened and endangered species

as hydrologic restoration proceeds. Frequent water level monitoring within the Glade will allow refinement of future operational schedules and minimize potential impacts of the historical areas. Given the uncertain geologic conditions, real-time monitoring during rehydration periods will be the best informational source on how much water is required for successful rehdyration to occur.

Coupled with hydrologic monitoring, a baseline water quality-monitoring program should be initiated. Water quality data from within the C-100 Basin is of good quality overall; however, additional data collection efforts should focus on the Spur Canal to better assess the quality of the source water at that point in the basin. The monitoring program may consist of bi-weekly collection of nutrient and general parameters (i.e., total suspended solids, alkalinity, salinity, pH, etc.) both within the Spur Canal extension and in the rehydrated portions of the Glade. In addition, salinity testing of the adjacent waters of Biscayne Bay will document the ancillary rehydration benefits from improved conveyance of freshwater through the Slough.

Hammock

Monitoring of biological communities is an important management tool in restoration efforts and will be a component of the management activities at the addition. The site will be integrated into Miami-Dade County's vegetation monitoring program established by the Parks Department and the Department of Environmental Resources Management (DERM).

Base line vegetation and soils data will be collected. Photo points will be established in conjunction with monitoring plots. Sampling of monitoring plots will be repeated periodically throughout the restoration process. In addition, natural areas in the project site will undergo routinely scheduled maintenance for exotic plant control.

County biologists will monitor the use of the natural areas by birds and other wildlife by surveying the site twice a year. If rookeries are discovered, they will be monitored for nesting and breeding activities. While nesting activities are occurring, signs will be posted restricting access to designated areas, and trails may be temporarily closed to reduce disturbance.

The Deering Estate has a biologist and environmental interpreters on staff who will frequent the project site. Any visible environmental changes will be noted on an ongoing basis, not only during scheduled semi-annual surveys.

Feral Animals

Currently, feral animals do not present a problem at the project site; however, in other areas of the estate this is an issue that is addressed on an ongoing basis – specifically as it applies to feral dogs, cats and pigs. The Department has a policy in place that it will follow in the event that feral animals become a

problem at the project site. The Park and Recreation Department has worked with local Animal Control, the Humane Society and independent agencies such as the Cat Network to develop and implement removal and adoption programs where appropriate (Appendix G).

VII. SITE PLAN

A conceptual site plan was developed to illustrate all of the elements for the project site. These elements include the restored freshwater glade and hammock, canal extension, interpretative trail, canoe launch, parking, picnic and rest areas, and an interpretative center (Exhibit 10).

VIII. MANAGEMENT NEEDS

Natural Resource Protection and Monitoring

- Map and monitor listed plant species.
- Document listed fauna observed on sight.
- Semi-annual biological evaluations consisting of surveys of vegetation and wildlife.
- Surface water quality monitoring.
- Document and monitor exotic species.

Exotic Species Removal and Natural Areas Restoration

(Within Hammock/Upland Area of Site)

- Removal of exotic plant species to obtain a maintenance status for natural areas.
- Supplemental planting of native hammock species to ensure regeneration.
- Routine maintenance for exotic species control including additional staff to carry out increased maintenance schedule.

(Within Wetland Area of the Site)

- Removal of exotic invasive plant species, specifically along the southern and western property lines.
- Removal of fruit trees and exotic turf.
- After initial site work is completed, an ongoing exotic/invasive species control program is required.
- A water quality monitoring program.
- An exotic fauna monitoring program.

Archeological and Historical Resource Protection

- An assessment of archaeological and historical resources prior to the implementation of restoration activities.

- Systematic subsurface testing of the site to detect the presence of archaeological materials.
- Protection plan, if cultural features are found during assessment.

Environmental Education Program

- Additional staff to conduct education programs.
- Interpretative training for staff and volunteers.
- Interpretive signage and other visitor guides and material.

Maintenance

- Additional staff to maintain the property - Trash removal, site cleanup, and routine facilities upkeep.

Security

The site will be protected by restricting access to the entrance located on Old Cutler Road and securing a fence around the perimeter of the property boundary. Access into the preserve areas of the site will be carefully regulated to minimize damage to sensitive natural and archeological features. In addition, the site will be closed to the public during non-operating hours.

Access control will be provided at the project site to curtail use of the property after park operating hours. The Miami-Dade County Park and Recreation Department has implemented a security force that monitors activity in all County-owned and operated park and recreation facilities. The Deering Estate provides it own security personnel that will conduct regular patrols of the project site, and can reach the site within minutes in the event of an emergency. Security will be available as required for special events or programs. Vehicular access will be confined to the improved areas of the park. Pedestrian trails and park areas will be clearly marked. Access into the site will be carefully controlled to maximize recreational use in the improved areas of the park and to minimize damage to sensitive natural areas. To fully operate the site the following security needs will be addressed.

- Additional access control devices.
- Additional security personnel.
- Lighting.
- Signage.

Staffing

The Park and Recreation Department and volunteers will provide staffing for the management of the project site. Much of the staff is currently in place; however, once the site is open to the public on a daily basis additional staff will be required. These staff may included the following:

- Security.

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- Education (Naturalist).
- Biologist.
- Maintenance Crew for Routine Maintenance.
- Natural Areas Management Crew.

IX. ARCHAEOLOGICAL AND HISTORICAL RESOURCES

There is a high probability of finding archaeological and historical features on site, since the site is located adjacent to the Deering Estate and contains uplands that historically stood adjacent to a fresh water source (the slough). The Deering Estate has 15 sites, which have been recorded by the Miami-Dade County Historic Preservation Board, and is included on the National Register of Historical Places. The Tequesta Indians lived in the boundaries of the Deering Estate and used Cutler Creek to travel between Biscayne Bay and the Everglades. Until a full archaeological assessment is completed, the westward boundary of Tequesta sites cannot be readily established.

The project site will be incorporated and managed as part of the greater Charles Deering Estate. The Estate contains several historical resources including the site of the historic late 19th and early 20th century settlement of Cutler, five historic and architecturally significant buildings, boat turning basin, historic landscape and an historic roadway.

A. Surveys/Monitoring

An archeological assessment of the site will be conducted to identify possible prehistoric and historic sites and features prior to implementation of project elements within the site's boundary. In the event that a culturally significant site is identified, the historic resources will be protected against vandals and collectors and erosion. Planned development and natural resource management activities will be designed and conducted to protect any known sites. Public interpretation of the most significant historic resource will be done in a manner that does not conflict with preservation of historic or other cultural resources. The Miami-Dade County Park and Recreation staff at the Deering Estate and its Natural Areas Management section will coordinate archaeological monitoring with natural areas restoration activities. Monitoring will be conducted as needed by trained members of the Park and Recreation Department or the Miami-Dade County Historic Preservation Division.

All archaeological resources located as a result of the survey or during future management activities will be documented and protected in compliance with Sections 267.061 (Section 2a and b) of the Florida Statues. The location of archaeological sites and features will be carefully documented, but will not be openly advertised so as not to encourage looting of artifacts. The County Archaeologist will be consulted prior to any management undertaking, which may adversely affect the site's cultural resources and will be asked to make recommendations as to how to avoid any such impacts. Access to

particularly sensitive areas, by both management personnel and the general public, will be restricted as necessary.

The Division of Historical Resources will review all archeological surveys and oversee any activities affecting historic resources (Appendix F). The collection of artifacts or the disturbance of archaeological and historic sites located on the property will be prohibited unless prior authorization is obtained from the Department of State, Division of Historical Resources (DHR).

X. EDUCATION

A. Interpretive Signage

As the site is integral to the rehydration of the Deering Estate, the educational display and interpretive signs planned for the site will concentrate on the historic Cutler Glade, its restoration and its impacts on the associated ecosystems within the Deering Estate and Biscayne Bay. The site will provide an opportunity to educate the public on historical drainage patterns in Southeast Florida and the interrelationship with natural communities. The nature trail will include interpretive signs to describe the transitional pineland/hammock and its succession to rockland hammock.

B. Programs

The Rehydration Addition will be incorporated into the overall environmental education programs offered on a regular basis at the Deering Estate. There will be in excess of 24 educational programs conducted on the site yearly. Specialized program elements will be developed by Staff and other partner entities to provide public nature walks and interpretive presentations, bird counts, butterfly counts, fresh water habitat restoration monitoring, natural areas restoration demonstration, as well as passive recreational activities. The existing house will be used as an educational facility, providing educational programs, activities and a rest area for visitors. The building will provide space for demonstrations, exhibitions and a classroom type setting to provide education programs related to the slough, hammock and other environmental or historic features of the Estate.

Summer and holiday break youth day camp activities that currently take place at the Deering Estate will incorporate the new resources created by the Cutler Slough rehydration. Elements will include those listed above and the employment of environmentally educational games and physical activities as the open space available here is conducive to these. Picnic tables may be added to expand sites for outdoor lunch meetings, outdoor classrooms and passive nature reflection and wildlife observation.

Along with or subsequent to the Slough rehydration project, on-site educational displays that highlight the historical slough and its restoration will be installed. These displays will enhance environmental education opportunities at the Estate and allow staff to include issues of hydrologic restoration, wetland plant identification and wetland habitat education in scheduled public programs for adults and children. They will also provide for self-guided tours when interpretive staff is unavailable or visitors do not wish to participate in formal educational programs.

Scheduled programs for public and private group tours, as well as "teachable moments" that occur during other activities on the site, will be used to educate patrons about the natural and historic wonders of the Deering Estate and Biscayne Bay. Interpretation of this project provides an excellent opportunity to show visitors the importance of water in our everyday lives, the ecosystem changes that have resulted from water management efforts, how the system can be reconstructed to mimic natural conditions and the effects that modifying and restoring water deliveries have on terrestrial, freshwater, and coastal natural communities, Biscayne Bay and their associated wildlife.

The Park's site-specific, interdisciplinary and hands-on oriented middle school curriculum will be expanded to include activities specifically utilizing the rehydration project. Overall, the slough restoration project will serve as a public education demonstration site involving water related issues. Within the middle school curriculum, new and modified educational activities coordinated to meet or exceed the "Sunshine State Education Standards" will be developed. These activities shall combine fieldwork and hands-on data collection using state-of-the-art equipment within an interdisciplinary framework. Activities to be developed may include grade-specific math, science, social studies, language arts and fine arts learning elements.

Research activities involving the Cutler Slough restoration by undergraduate, graduate, faculty and research associates will be promoted, and methodology and findings from these studies will be incorporated through public programs such as the Public Lecture Series and daily Natural Areas Tours, which can emphasize issues of hydrologic restoration and resource protection and conservation. The Cutler Slough Restoration provides a unique opportunity to interpret transverse glade systems and water management issues.

All of these activities will be regularly available at the Deering Estate. The Cutler Slough restoration will serve to broaden the range of the Park's current educational opportunities. Target groups include the general public visiting the Estate (national and international patrons) as well as public and private school groups, university students and researchers.

XI. MANAGEMENT COORDINATION

A. Incorporation of Site Into Deering Estate At Cutler

The project will enable the restoration of freshwater flow through the Cutler Glade on the project site and into the adjacent Deering Estate to the east. This rehydration of the glade will reestablish the associated natural communities in the Deering Estate. Increasing the flow of fresh water into the historic slough will improve the biological diversity and ecological functions of the natural communities throughout the Estate. The project site along with the various parcels of the park will be integrated into one general site and master management plan.

The opportunities presented during the process of rehydration and natural areas restoration at the project site will be integrated into the ongoing environmental education programs offered at the Deering Estate. The distinct characteristics of the rehydration project will broaden the range of educational opportunities at the Estate. Once the wetland is restored, interpretive education sessions about water related issues, including the benefits to the Biscayne Aquatic Preserve will be held at site.

B. Inter-Agency Coordination

The site has a history of inter-agency coordination. The initial purchase was facilitated by the Trust for Public Lands and Miami-Dade County. Original funding for the acquisition was obtained through the Safe Neighborhood Parks Bond Program, Environmentally Endangered Lands Program and the County's Wetland Trust Fund. Forty percent (40%) of the original acquisition cost will be reimbursed by the Florida Communities Trust - Florida Forever Program.

C. Planning

During pre-purchase analysis of the site, the Park and Recreation Department collaborated with The County's Department of Environmental Resources Management, the South Florida Water Management District, U.S. Fish and Wildlife Service, Army Corps of Engineers and Florida Fish and Wildlife Conservation Commission to determine the rehydration opportunities that this property would provide if annexed into the public lands of the Deering Estate. With the potential of using the C-100 spur canal to convey water into the slough of the Estate, the property was purchased. Immediately following its purchase South Florida Water Management District partnered with the Department to complete a feasibility study (Appendix C) to define goals for the project, constraints, possible impacts to the Deering Estate and adjacent properties, potential benefits and probable cost of the project. The feasibility study and with its preliminary planning phase has enabled the Department to apply and secure funding from the Miami-Dade Wetland Trust Fund to complete planning and design phases and move forward with permitting. During this phase of the project the Department will also receive technical

assistance from the South Florida Water Management District and DERM. The Department's Natural Areas Management Division will act as lead project manager during future planning and implementation phases; however, the Planning and Research Division, the Deering Estate Staff and the Environmentally Endangered Lands Program will be very much involved throughout the project.

The Department will coordinate with the Miami-Dade County Building and Zoning Department or the newly incorporated city of Palmetto Bay for building permits and the Department of Environmental Resources Management, South Florida Water Management District, Department of Environmental Protection and the U. S. Army Corps of Engineers to obtain the required environmental permits for the rehydration project.

D. Construction

The project managers will coordinate with agencies responsible for the protection of listed species, including the Florida Natural Areas Inventory, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Environmental Protection's Office of Protected Species Management, Miami-Dade County Department of Environmental Resources Management, and the U.S. Fish and Wildlife Service, when appropriate. The project manager will coordinate with the County's Archeologist prior to the initiation of work at the site, to prevent the disturbance of any known potential archeological sites.

The Department has recently entered into a cooperative agreement with the U. S. Department of Interior Fish and Wildlife Department (FWD) for Phase One construction of the project. Funding in the amount of $63,000 has been granted to the Department by the FWD agency for weir installation in the slough.

E. Post Construction

Education programs will be developed and conducted by the Miami-Dade County Park and Recreation Department. It is anticipated that the Department's educational programs will be enhanced through collaborative venture with the South Florida Water Management District, Miami-Dade County's Department of Environmental Resource Management, Miami-Dade County Public Schools and area Universities.

XII. COST

The actual acquisition cost for the site of $1.4 million comes from EEL, SNP and SAMP, with a $576,000 reimbursement from FCT. A breakdown of the implementation costs associated with the proposed management activities is provided in Table 3. Operational costs for management activities are given in Table 4. The EEL Management Trust Fund, Safe Neighborhood Parks Bond

Program, the Department's General Fund will be the funding source for natural areas management activities. Every effort will be made to continue and develop new management partners for the site. The requirements imposed by other grant program funds that may be secured in the future will be consistent with the terms and conditions of the FCT award.

XII. IMPLEMENTATION SCHEDULE

A list of management activities required to complete the project are provided in Table 5.

Exhibit A

Deering Flow Way Project: Site Plan

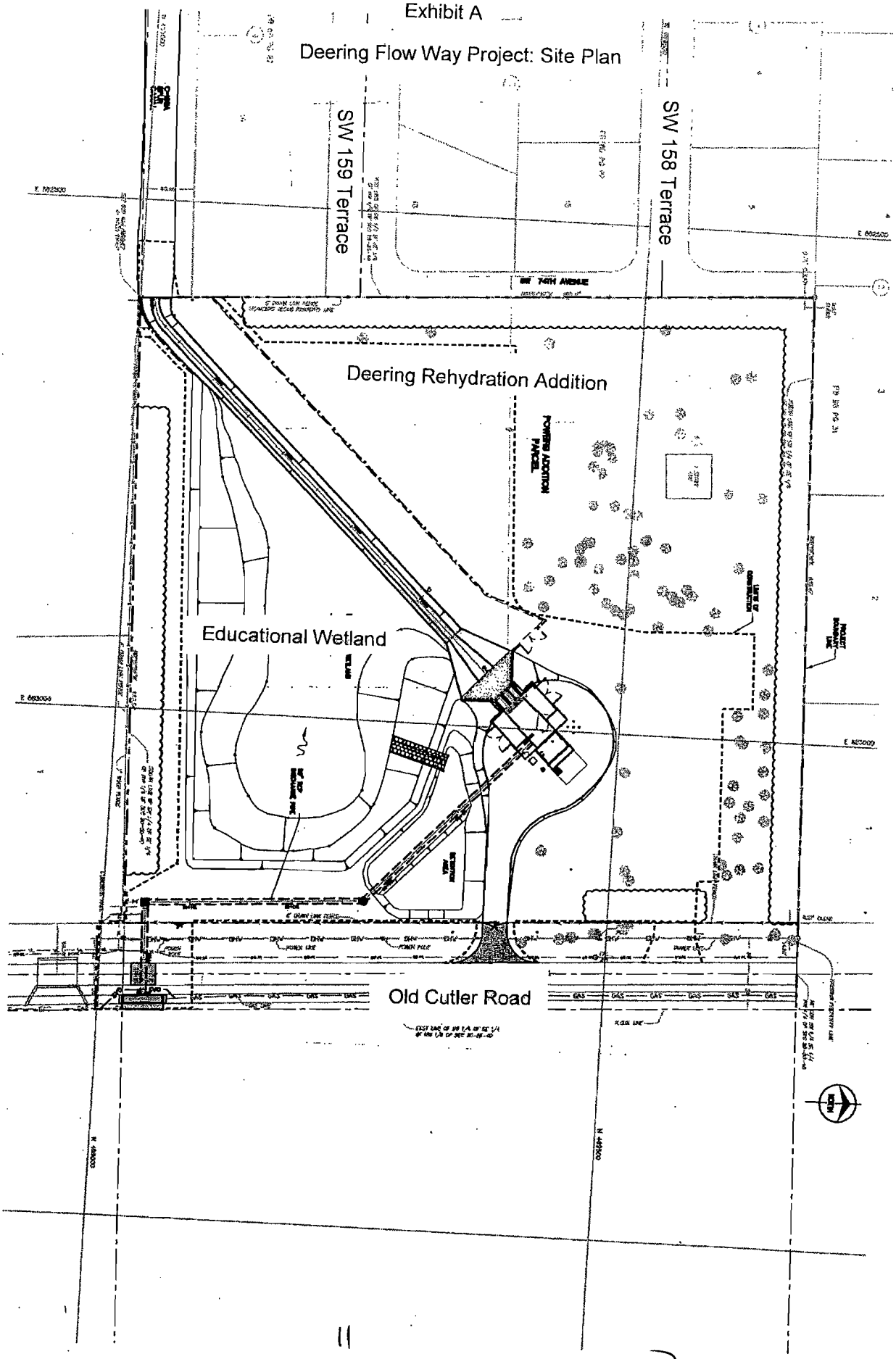

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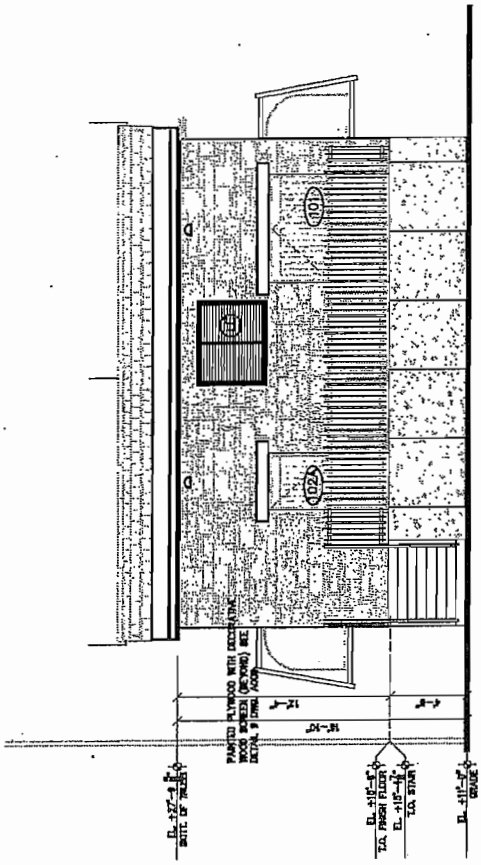
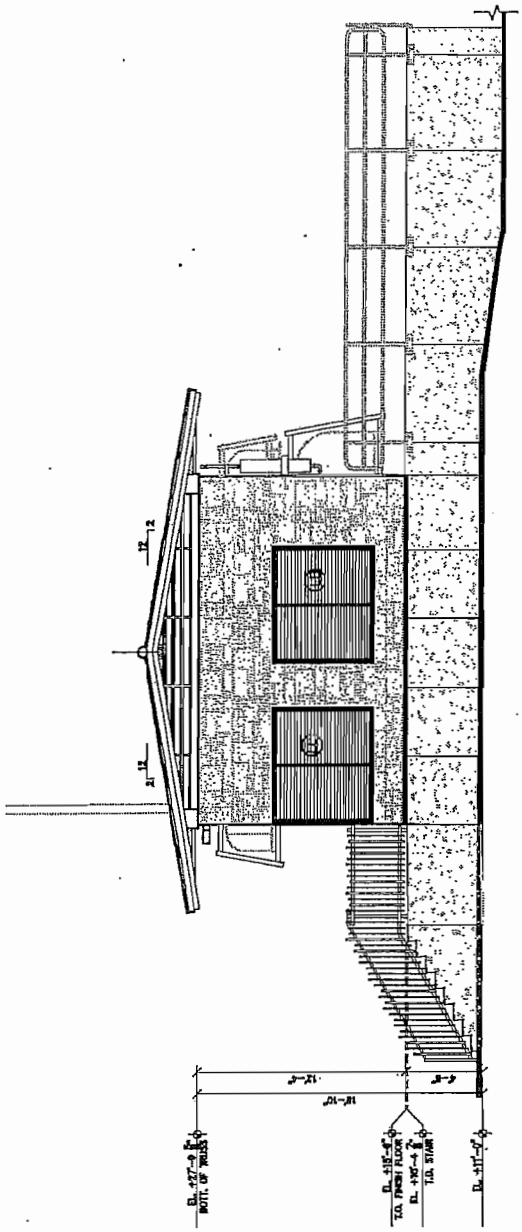
Exhibit B

Proposed Pump Station Design



East Elevation



North Elevation

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Exhibit "C"
Tract No. TA500-276

The Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, Range 40 East, LESS the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

LESS the North 45 feet thereof;

LESS all that portion of the West 45 feet thereof, lying Northerly of the following described line (1):

(1) BEGIN at the Southwest corner of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, and Range 40 East, Miami-Dade County, Florida; thence run N 03°07'22" W, along the West line of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, a distance of 70.00 feet; thence, departing said West line, run N 43°33'09" E, a distance of 61.86 feet to the intersection with the East line of the West 45 feet of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section, and end the described line.

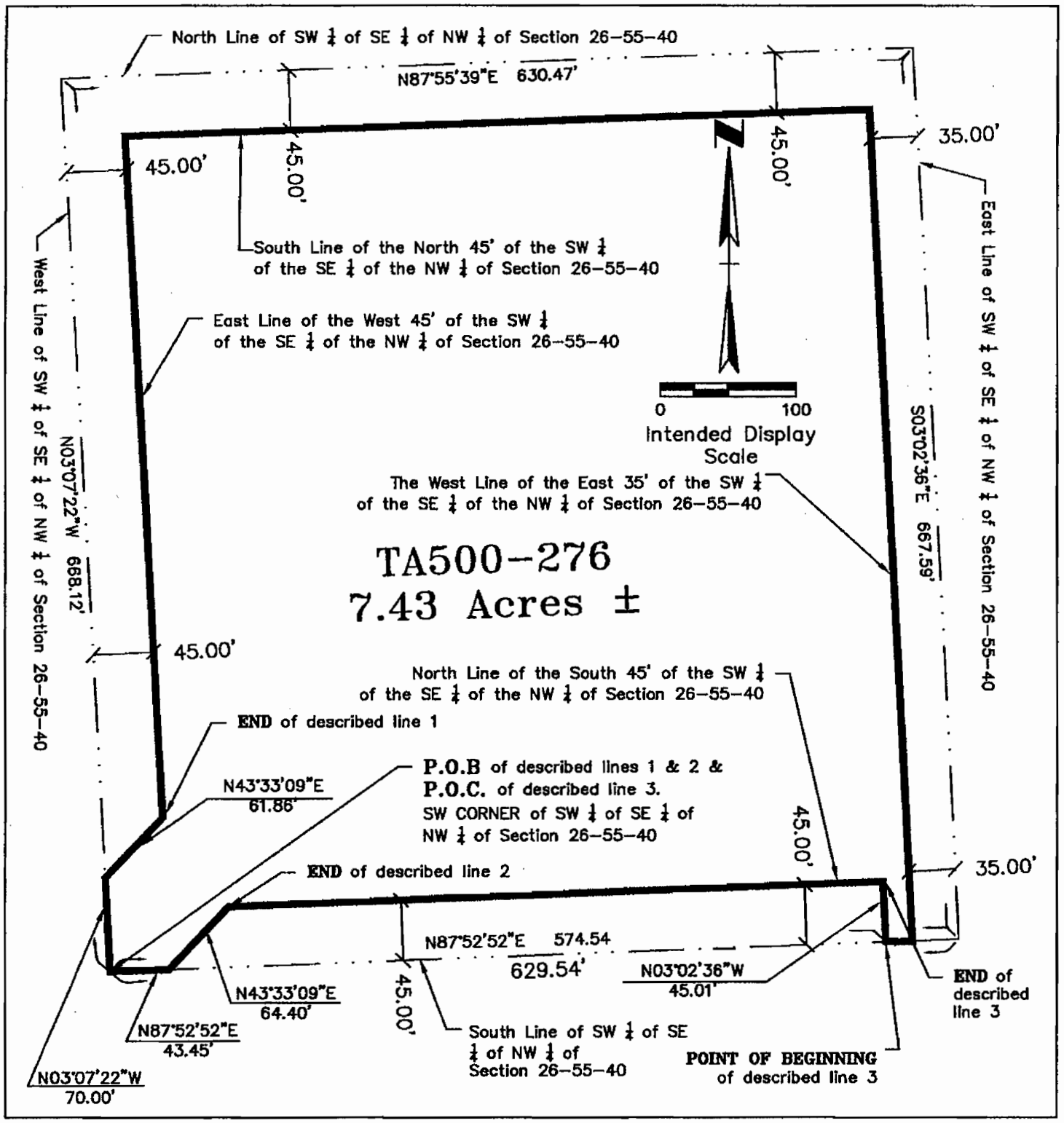
LESS all that portion of the South 45 feet thereof, lying Easterly of the following described line (2) and Westerly of the following described line (3):

(2) BEGIN at the Southwest corner of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, and Range 40 East, Miami-Dade County, Florida; thence run N 87°52'52"E, along South line of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, a distance of 43.45 feet; thence, departing said South line, run N 43°33'09" E, a distance of 64.40 feet to the intersection with the North line of the South 45 feet of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, and end the described line.

(3) Commence at the Southwest corner of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, Range 40 East, Miami-Dade County, Florida; thence, run N 87°52'52' E, along the South line of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, a distance of 574.54 feet to the POINT OF BEGINNING; thence, departing said South line, run N 03°02'36" W, a distance of 45.01 feet to the intersection with the North line of the South 45 feet of Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, and end the described line.

Containing 7.43 acres, more or less.

THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY A DESCRIPTION SKETCH.



CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMAITONAL PURPOSES ONLY, AND IS NOT VALID

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 472.027 FLORIDA STATE STATUTES.
NO SEARCH OF THE PUBLIC RECORDS has been made by this office.

Date of Signature 2/13/09

RICHARD E. BARNES Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5173

SECTION 26
TOWNSHIP 55 SOUTH
RANGE 40 EAST
Miami-Dade COUNTY, Florida
This is not a Survey

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680		
TRACT NO. TA500-276		
ORB 19127, Pg. 2225		
Folio:		BBCW/Miami-Dade County
Prepared By: JLS	Date: 12FEB2009	Document Name: TA-500-276.LGL

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EXHIBIT "C1" to Interagency Agreement

Temporary Construction and Access Easement

This Instrument Prepared By

Sec 26 Twp 55 Rge 40

Name: Randy Koper
Co. Name: Miami Dade County
Park & Recreation
Address: 275 NW 2nd Street
Suite #430
Miami, FL 33128

Folio No.
30 5026 000 0040

Reserved for Recording

PROJECT: BISCAYNE BAY COASTAL WETLANDS ACCELER8

The undersigned Grantor, Miami Dade County ("County"), a political subdivision of the State of Florida, its successors and assigns, whose mailing address 111 NW First Street, Miami, Florida 33128, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, the South Florida Water Management District ("SFWMD"), a public corporation of the State of Florida, its successors and assigns, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, the following:

1. a temporary construction and access easement (hereinafter referred to as the "Easement") with respect to the real property known as Tract No. TA-500-276 and described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"), and

2. the right to construct improvements, equipment, pumps, ditches, canals and channels (not for navigation purposes), pumping stations, pipes, berms, and other works and facilities ("Project Structures") in accordance with applicable governmental approvals and substantially in accordance with the "Plans" as defined below, on, over, across, and through the Flow Way Footprint Area on, over, across, and through the Flow Way Footprint Area, known as Tract No. TA-500-275 and described in Exhibit "B" attached hereto and made a part hereof, and the Access Area, known as Tract No. TA-500-274 and described in Exhibit "C" attached hereto and made a part hereof, together with all right, title, and interest in and to the Project Structures, for the purpose of the rehydration of coastal wetlands and/or in connection with the Comprehensive Everglades Restoration Plan, Biscayne Bay Coastal Wetlands Project (hereinafter the "Project").

This Easement also grants the unrestricted right at any time to enter upon and access the Flow Way Footprint Area, with any and all vehicles, equipment, materials and supplies, including but not limited to, the right to: (1) cut, fell, remove and dispose of any and all timber, trees, vegetation, underbrush, exotic vegetation, silt, spoil, improvements and/or other obstructions and/or (2) excavate, dredge, cut away, and remove any and all of said land as long as any said land is not stored on the Premises but is removed expediently from the Premises and is not sold to non-governmental persons or organizations, and to place thereon, subject to applicable environmental laws and regulations, dredge or spoil material, in connection with the construction and implementation of the Project Structures,

And

The County and SFWMD acknowledge that this Easement shall terminate and have no further force and effect at such time when: (1) the Project Structures are completed and operational and (2) the County has executed, delivered to the SFWMD and recorded a permanent easement, in the form attached hereto as Schedule 1. The time period until the easement rights of SFWMD associated with this Easement are so terminated shall be hereinafter referred to as the "Easement Term".

Additionally, with respect to the portion of the Premises identified in the February 14, 2008 Deering Estate Flow Way - Biscayne Bay Coastal Wetlands, Phase 1 Plans and Specifications prepared by URS Incorporated (the "Plans") as the "Educational Wetlands", this Easement also grants to SFWMD the right

to create wetlands substantially in compliance with such work described in the Plans. A complete set of the Plans will be placed and retained on file with both the Grantor and the Grantee as a public record.

The Flow Way Footprint Area and the Access Area shall at no time be obstructed by any object or activity which would in any manner interfere with the purposes of this Easement without the written consent of Grantee.

It is contemplated that Grantee may utilize contractors, subcontractors, Grantee's employees, employees of other governmental entities, as well as other persons and entities in connection with Grantee's exercise of the interests, rights, privileges, and powers conveyed and granted to Grantee under this Easement.

This Easement may be assigned in whole or in part by the SFWMD for use in connection with any of the purposes above mentioned, but only to an agency of the State of Florida or the United States of America. All the covenants, terms, and agreements herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

AND the Grantor hereby confirms that it has the power and authority to convey this Easement.

IN WITNESS WHEROF the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

Reviewed By:_____
County Manager

By: _____
Deputy Clerk

By: _____
Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2009.

Exhibit "A"
Tract No. TA500-276

The Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, Range 40 East, LESS the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

LESS the North 45 feet thereof;

LESS all that portion of the West 45 feet thereof, lying Northerly of the following described line (1):

(1) BEGIN at the Southwest corner of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, and Range 40 East, Miami-Dade County, Florida; thence run N 03°07'22" W, along the West line of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, a distance of 70.00 feet; thence, departing said West line, run N 43°33'09" E, a distance of 61.86 feet to the intersection with the East line of the West 45 feet of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section, and end the described line.

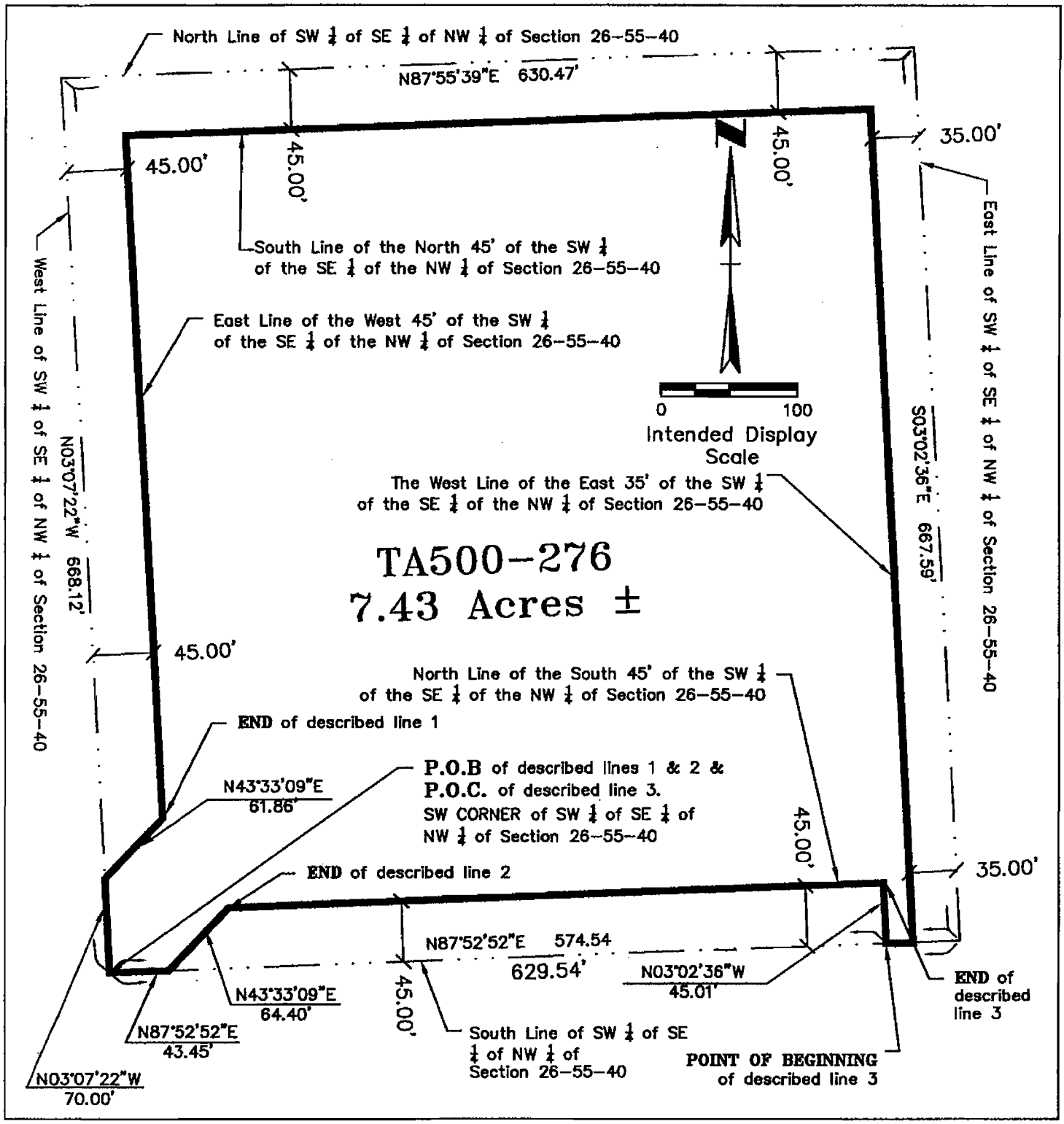
LESS all that portion of the South 45 feet thereof, lying Easterly of the following described line (2) and Westerly of the following described line (3):

(2) BEGIN at the Southwest corner of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, and Range 40 East, Miami-Dade County, Florida; thence run N 87°52'52"E, along South line of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, a distance of 43.45 feet; thence, departing said South line, run N 43°33'09" E, a distance of 64.40 feet to the intersection with the North line of the South 45 feet of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, and end the described line.

(3) Commence at the Southwest corner of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 26, Township 55 South, Range 40 East, Miami-Dade County, Florida; thence, run N 87°52'52' E, along the South line of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, a distance of 574.54 feet to the POINT OF BEGINNING; thence, departing said South line, run N 03°02'36" W, a distance of 45.01 feet to the intersection with the North line of the South 45 feet of Southwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 26, and end the described line.

Containing 7.43 acres, more or less.

THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY A DESCRIPTION SKETCH.



CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMAITONAL PURPOSES ONLY, AND IS NOT VALID

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 472.027 FLORIDA STATE STATUTES.
NO SEARCH OF THE PUBLIC RECORDS has been made by this office

Date w/ Signature 2/13/09

RICHARD E. BARNES Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5173

SECTION 26
TOWNSHIP 55 SOUTH
RANGE 40 EAST
Miami-Dade COUNTY, Florida
This is not a Survey

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680		
TRACT NO. TA500-276		
ORB 19127, Pg. 2225		
Folio:		BBCW/Miami-Dade County
Prepared By: JLS	Date: 12FEB2009	Document Name: TA-500-276.LGL

C:\Land Projects 2007\Miami-Dade\dwg\2009-02-10_DWG_JESANTIA_TA500276.dwg 2/12/2009 2:15:38 PM EST

EXHIBIT B

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381

TA500-275

LEGAL DESCRIPTION FOR PERPETUAL MAINTENANCE EASEMENT:

ALL THAT TRACT OR PARCEL OF LAND FOR THE PURPOSES OF A PERPETUAL MAINTENANCE EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°55'39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 35.01 FEET, TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD SAID LINE ALSO BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 03°02'36" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 627.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03°02'36" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°52'52" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE 55.00 FEET WEST OF AND PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE OF SAID OLD CUTLER ROAD; THENCE NORTH 03°02'36" WEST ALONG SAID LINE 55.00 FEET WEST OF AND PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, A DISTANCE OF 225.53 FEET TO A POINT; THENCE NORTH 46°16'53" WEST, A DISTANCE OF 152.16 FEET TO A POINT; THENCE SOUTH 69°24'59' WEST, A DISTANCE OF 126.32 FEET TO A POINT; THENCE SOUTH 43°33'09" WEST, A DISTANCE OF 421.65 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°52'52" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 43.45 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE NORTH 03°07'22" WEST, ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 70.00 FEET TO A POINT ON A LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE NORTH 87°52'52" EAST ALONG SAID LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 1.84 FEET TO A POINT; THENCE NORTH 43°33'09" EAST, A DISTANCE OF 401.15 FEET TO A POINT; THENCE NORTH 20°24'02" EAST, A DISTANCE OF 63.50 FEET TO A POINT; THENCE NORTH 33°54'49" EAST, A DISTANCE OF 85.79 FEET TO A POINT; THENCE NORTH 59°28'20" EAST, A DISTANCE OF 81.65 FEET TO A POINT; THENCE SOUTH 54°48'07" EAST, A DISTANCE OF 109.71 FEET TO A POINT; THENCE SOUTH 00°03'26" WEST, A DISTANCE OF 112.52 FEET TO A POINT; THENCE SOUTH 46°16'53" EAST, A DISTANCE OF 134.16 TO A POINT ON A LINE 15.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD; THENCE SOUTH 03°02'36" EAST ALONG SAID LINE 15.00 FEET WEST OF AND PARALLEL TO SAID WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, A DISTANCE OF 202.03 FEET TO A POINT; THENCE NORTH 87°53'30" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 84,256 SQUARE FEET OR 1.93 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1-THIS IS NOT A SURVEY.
2-NO CORNERS SET. SEE REFERENCE 1.
3-HORIZONTAL DATUM BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 REVISION OF 1999.
4-NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
5-DATE PREPARED: SEPTEMBER 25, 2007.

REFERENCES

1-MAP PREPARED BY WEIDENER SURVEYING AND MAPPING "BOUNDARY SURVEY, BISCAYNE BAY COASTAL WETLANDS, PHASE 1, CUTLER AND DEERING FLOW-WAYS, MIAMI-DADE COUNTY, FLORIDA", SHEET 5 OF 5, PREPARED ON 9/29/05 FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
2-SKETCH PREPARED BY URS CORPORATION INDICATING THE LOCATION OF THE EASEMENT. SENT SEPTEMBER 19, 2007 TO WEIDENER SURVEYING AND MAPPING IN A DIGITAL FORMAT AND NAMED EASEMENT PLAN.DWG.

Jorge Fernandez, II *PLS No. 5103*

LEGAL DESCRIPTION
PERPETUAL MAINTENANCE EASEMENT
BISCAYNE BAY COASTAL WETLANDS
DEERING ESTATE, CUTLER BAY, FLORIDA

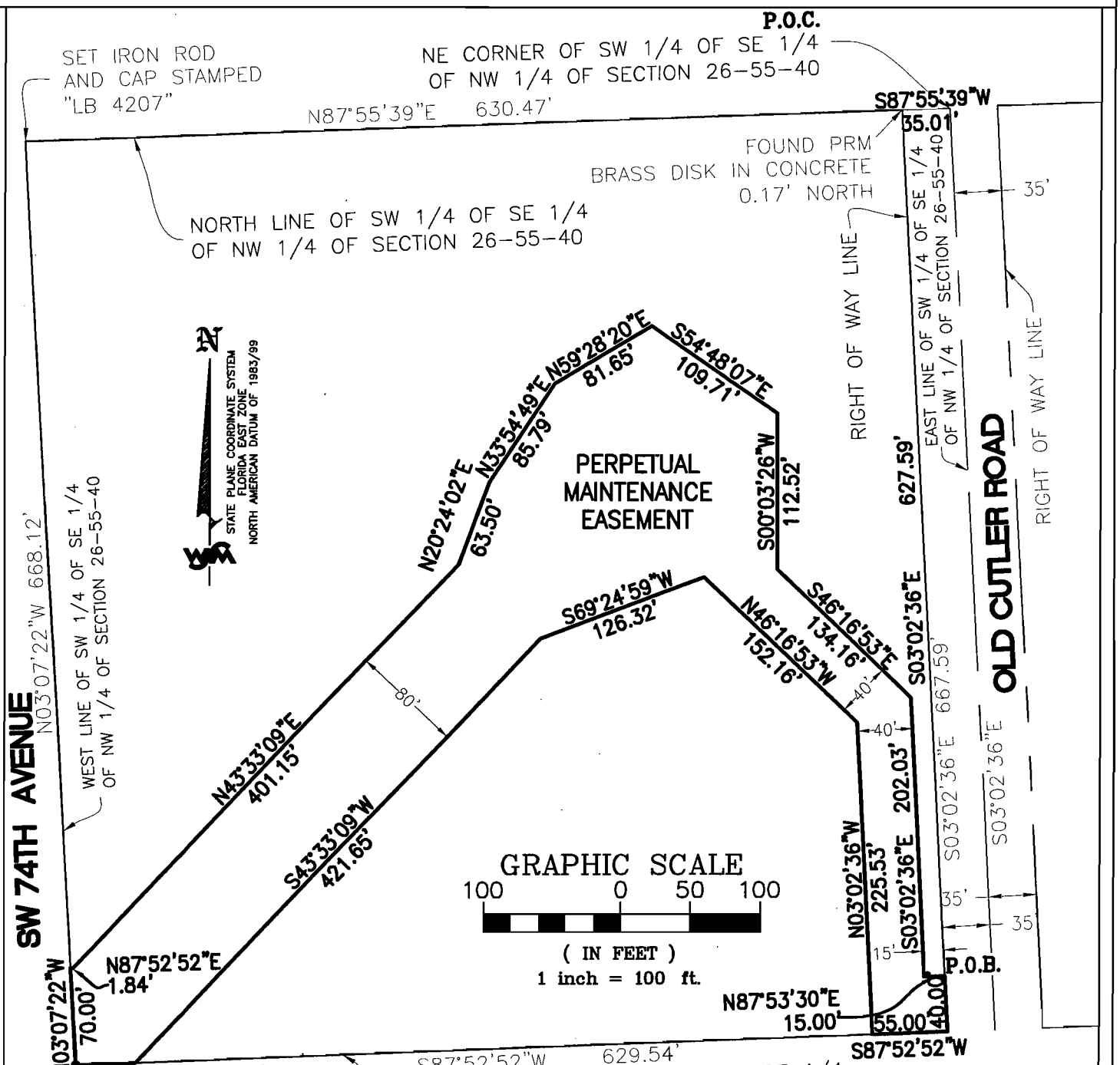
#18041 DATE: 9/25/07 **SHEET 1 OF 2**

EXHIBIT B

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381



LEGEND

LB	LICENSED BUSINESS
No.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF CEMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
WSM	WEIDENER SURVEYING AND MAPPING

LINE TYPES

- BOUNDARY LINE
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY

THIS IS NOT A SURVEY.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2

WEIDENER SURVEYING AND MAPPING PA
LB 4207
10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381

LEGAL DESCRIPTION FOR PERMANENT ACCESS EASEMENT:

TA500-274

ALL THAT TRACT OR PARCEL OF LAND FOR THE PURPOSES OF A PERMANENT ACCESS EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°55'39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 35.01 FEET, TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD SAID LINE ALSO BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 03°02'36" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 269.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03°02'36" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 87°52'52" WEST, A DISTANCE OF 106.92 FEET TO A POINT; THENCE SOUTH 83°56'48" WEST, A DISTANCE OF 126.04 FEET TO A POINT; THENCE NORTH 46°27'14" WEST, A DISTANCE OF 70.25 FEET; THENCE NORTH 09°23'01" EAST, A DISTANCE OF 100.51 FEET TO A POINT; THENCE NORTH 59°28'20" EAST, A DISTANCE 81.65 FEET TO A POINT; THENCE SOUTH 54°48'07" EAST, A DISTANCE OF 109.71 FEET TO A POINT; THENCE SOUTH 35°22'34" EAST, A DISTANCE OF 62.71 FEET TO A POINT; THENCE NORTH 87°52'52" EAST, A DISTANCE OF 67.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 32,755 SQUARE FEET OR 0.75 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1-THIS IS NOT A SURVEY.
2-NO CORNERS SET. SEE REFERENCE 1.
3-HORIZONTAL DATUM BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 REVISION OF 1999.
4-NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
5-DATE PREPARED: SEPTEMBER 25, 2007.

REFERENCES

1-MAP PREPARED BY WEIDENER SURVEYING AND MAPPING "BOUNDARY SURVEY, BISCAYNE BAY COASTAL WETLANDS, PHASE 1, CUTLER AND DEERING FLOW-WAYS, MIAMI-DADE COUNTY, FLORIDA", SHEET 5 OF 5, PREPARED ON 9/29/05 FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
2-SKETCH PREPARED BY URS CORPORATION INDICATING THE LOCATION OF THE EASEMENT. SENT SEPTEMBER 19, 2007 TO WEIDENER SURVEYING AND MAPPING IN A DIGITAL FORMAT AND NAMED EASEMENT PLAN.DWG.

Jorge Fernandez, II *PLS No. 5103*

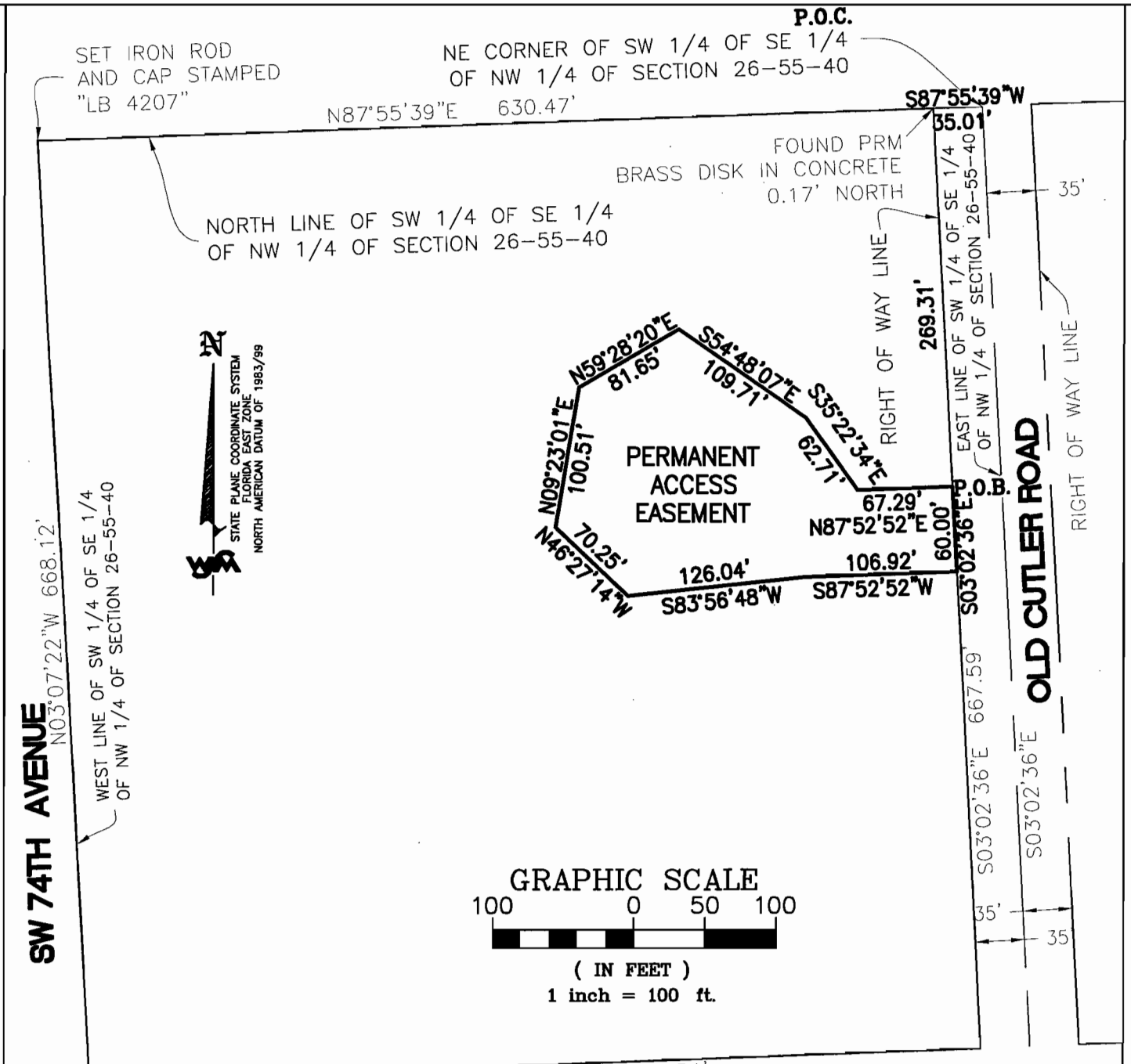
LEGAL DESCRIPTION
PERMANENT ACCESS EASEMENT
BISCAYNE BAY COASTAL WETLANDS
DEERING ESTATE, CUTLER BAY, FLORIDA
#18041 DATE: 9/25/07 **SHEET 1 OF 2**

EXHIBIT C

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381



THIS IS NOT A SURVEY.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2

SCHEDULE "1" to Temporary Easement

PERMANENT FLOWAGE, OPERATION, ACCESS AND MAINTENANCE EASEMENT

Sec 26 Twp 55 Rge 40

Folio No.
30 5026 000 0040

This Instrument Prepared By
Name: Randy Koper
Co. Name: Miami Dade County
Park & Recreation
Address: 275 NW 2nd Street
Suite #430
Miami, FL 33128

Reserved for Recording

PROJECT: BISCAYNE BAY COASTAL WETLANDS

The undersigned Grantor, Miami-Dade County, a political subdivision of the State of Florida, its successors and assigns, whose mailing address is 111 NW First Street, Miami, Florida 33128, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, does hereby grant and convey to the Grantee, South Florida Water Management District a public corporation of the State of Florida, and its successors and assigns, hereinafter referred to as the "Grantee", with its principal office at 3301 Gun Club Road, West Palm Beach, Florida, the following:

1. the perpetual unrestricted right to regularly, or at any time, and for any length of time overflow, inundate, and/or flow water, operate, repair, renovate and maintain structures, improvements, equipment, pumps, ditches, canals and channels (not for navigation purposes), pumping stations, pipes, berms, and other works and facilities ("Project Structures"), on, over, across, and through the real property known as Tract No. TA-500-275 and as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Flow Way Footprint Area"), together with all right, title, and interest in and to the Project Structures, for the purpose of the rehydration of coastal wetlands and/or in connection with the Comprehensive Everglades Restoration Plan, Biscayne Bay Coastal Wetlands Project (hereinafter the "Project"), and

2. the perpetual unrestricted right at any time to enter upon and access the Flow Way Footprint Area, with any and all vehicles, equipment, materials and supplies, in connection with the implementation of the Project Structures, and

3. a perpetual right at any time to enter upon and access the property known as Tract No. TA-500-274 and described in Exhibit "B" attached hereto and made a part hereof (hereinafter the "Access Area") for purposes deemed by Grantee to be necessary or incident to, or in connection with the operation, repair, renovation, maintenance and management of the Project Structures and the Flow Way Footprint Area.

The Flow Way Footprint Area and the Permanent Access Area shall at no time be obstructed by any object or activity which would in any manner interfere with the purposes of this Easement without the written consent of Grantee.

It is contemplated that Grantee may utilize contractors, subcontractors, Grantee's employees, employees of other governmental entities, as well as other persons and entities in connection with Grantee's exercise of the interests, rights, privileges, and powers conveyed and granted to Grantee under this Easement.

AND the Grantor hereby confirms that it has the power and authority to convey this Easement.

This Easement may be assigned in whole or in part by the SFWMD for use in connection with any of the purposes above mentioned, but only to an agency of the State of Florida, or the United States of America. All the covenants, terms, and agreements herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

IN WITNESS WHEROF the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

Reviewed By:_____
County Manager

By: _____
Deputy Clerk

By: _____
Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2009.

EXHIBIT D1

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381

TA500-275

LEGAL DESCRIPTION FOR PERPETUAL MAINTENANCE EASEMENT:

ALL THAT TRACT OR PARCEL OF LAND FOR THE PURPOSES OF A PERPETUAL MAINTENANCE EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°55'39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 35.01 FEET, TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD SAID LINE ALSO BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 03°02'36" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 627.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03°02'36" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°52'52" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE 55.00 FEET WEST OF AND PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE OF SAID OLD CUTLER ROAD; THENCE NORTH 03°02'36" WEST ALONG SAID LINE 55.00 FEET WEST OF AND PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, A DISTANCE OF 225.53 FEET TO A POINT; THENCE NORTH 46°16'53" WEST, A DISTANCE OF 152.16 FEET TO A POINT; THENCE SOUTH 69°24'59' WEST, A DISTANCE OF 126.32 FEET TO A POINT; THENCE SOUTH 43°33'09" WEST, A DISTANCE OF 421.65 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°52'52" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 43.45 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE NORTH 03°07'22" WEST, ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 70.00 FEET TO A POINT ON A LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE NORTH 87°52'52" EAST ALONG SAID LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 1.84 FEET TO A POINT; THENCE NORTH 43°33'09" EAST, A DISTANCE OF 401.15 FEET TO A POINT; THENCE NORTH 20°24'02" EAST, A DISTANCE OF 63.50 FEET TO A POINT; THENCE NORTH 33°54'49" EAST, A DISTANCE OF 85.79 FEET TO A POINT; THENCE NORTH 59°28'20" EAST, A DISTANCE OF 81.65 FEET TO A POINT; THENCE SOUTH 54°48'07" EAST, A DISTANCE OF 109.71 FEET TO A POINT; THENCE SOUTH 00°03'26" WEST, A DISTANCE OF 112.52 FEET TO A POINT; THENCE SOUTH 46°16'53" EAST, A DISTANCE OF 134.16 TO A POINT ON A LINE 15.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD; THENCE SOUTH 03°02'36" EAST ALONG SAID LINE 15.00 FEET WEST OF AND PARALLEL TO SAID WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, A DISTANCE OF 202.03 FEET TO A POINT; THENCE NORTH 87°53'30" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 84,256 SQUARE FEET OR 1.93 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1-THIS IS NOT A SURVEY.
2-NO CORNERS SET. SEE REFERENCE 1.
3-HORIZONTAL DATUM BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 REVISION OF 1999.
4-NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
5-DATE PREPARED: SEPTEMBER 25, 2007.

REFERENCES

1-MAP PREPARED BY WEIDENER SURVEYING AND MAPPING "BOUNDARY SURVEY, BISCAYNE BAY COASTAL WETLANDS, PHASE 1, CUTLER AND DEERING FLOW-WAYS, MIAMI-DADE COUNTY, FLORIDA", SHEET 5 OF 5, PREPARED ON 9/29/05 FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
2-SKETCH PREPARED BY URS CORPORATION INDICATING THE LOCATION OF THE EASEMENT. SENT SEPTEMBER 19, 2007 TO WEIDENER SURVEYING AND MAPPING IN A DIGITAL FORMAT AND NAMED EASEMENT PLAN.DWG.

Jorge Fernandez, II *PLS No. 5103*

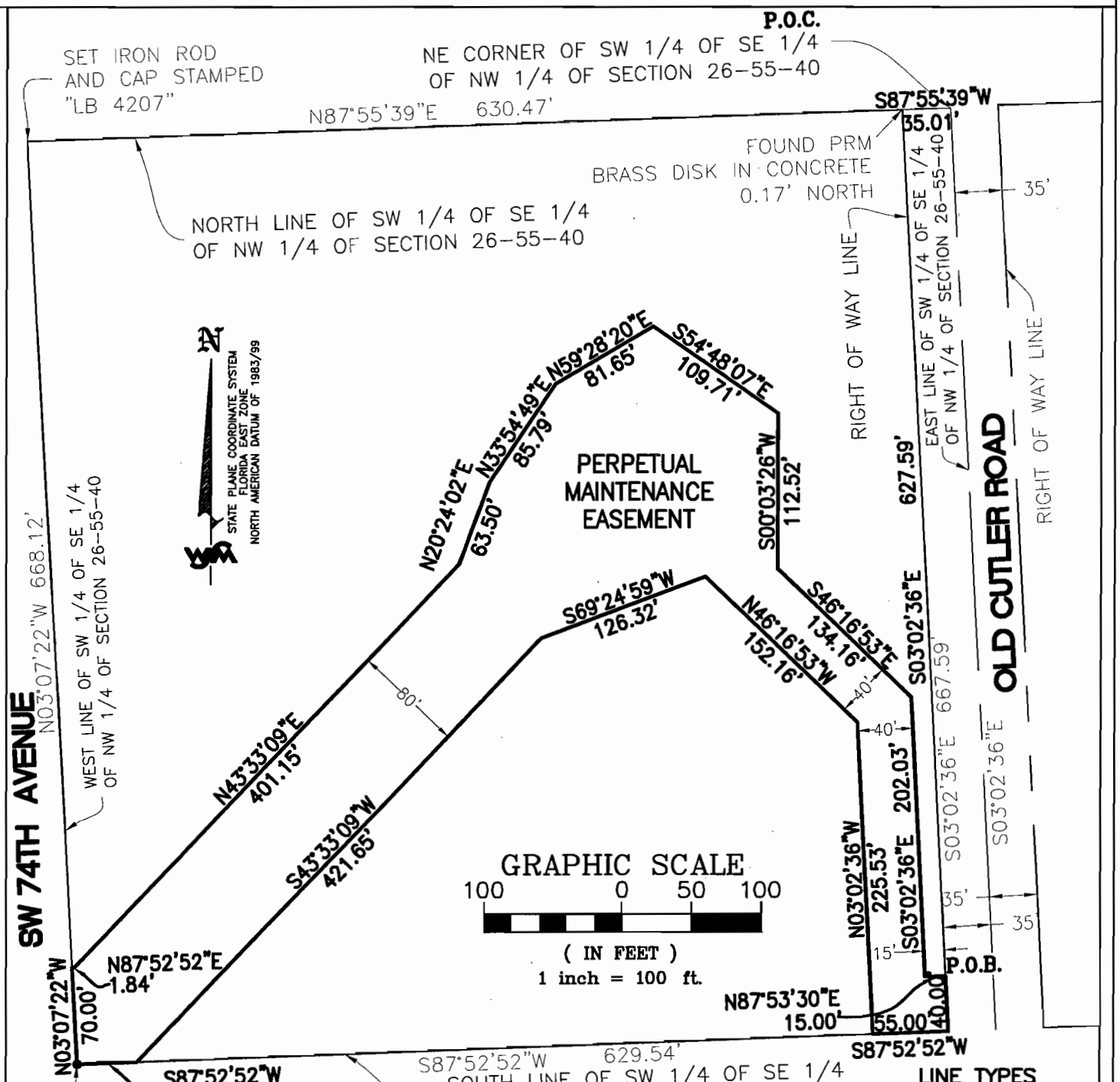
LEGAL DESCRIPTION
PERPETUAL MAINTENANCE EASEMENT
BISCAYNE BAY COASTAL WETLANDS
DEERING ESTATE, CUTLER BAY, FLORIDA

#18041 DATE: 9/25/07 **SHEET 1 OF 2**

EXHIBIT D1

WEIDENER SURVEYING AND MAPPING PA

LB 4207
10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381



LEGEND

LB	LICENSED BUSINESS
No.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF CEMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
WSM	WEIDENER SURVEYING AND MAPPING

LINE TYPES

- BOUNDARY LINE
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY

THIS IS NOT A SURVEY.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2

WEIDENER SURVEYING AND MAPPING PA
LB 4207
10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381

LEGAL DESCRIPTION FOR PERMANENT ACCESS EASEMENT:

TA500-274

ALL THAT TRACT OR PARCEL OF LAND FOR THE PURPOSES OF A PERMANENT ACCESS EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°55'39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 35.01 FEET, TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD SAID LINE ALSO BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 03°02'36" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 269.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03°02'36" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 87°52'52" WEST, A DISTANCE OF 106.92 FEET TO A POINT; THENCE SOUTH 83°56'48" WEST, A DISTANCE OF 126.04 FEET TO A POINT; THENCE NORTH 46°27'14" WEST, A DISTANCE OF 70.25 FEET; THENCE NORTH 09°23'01" EAST, A DISTANCE OF 100.51 FEET TO A POINT; THENCE NORTH 59°28'20" EAST, A DISTANCE 81.65 FEET TO A POINT; THENCE SOUTH 54°48'07" EAST, A DISTANCE OF 109.71 FEET TO A POINT; THENCE SOUTH 35°22'34" EAST, A DISTANCE OF 62.71 FEET TO A POINT; THENCE NORTH 87°52'52" EAST, A DISTANCE OF 67.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 32,755 SQUARE FEET OR 0.75 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1-THIS IS NOT A SURVEY.
2-NO CORNERS SET. SEE REFERENCE 1.
3-HORIZONTAL DATUM BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 REVISION OF 1999.
4-NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
5-DATE PREPARED: SEPTEMBER 25, 2007.

REFERENCES

1-MAP PREPARED BY WEIDENER SURVEYING AND MAPPING "BOUNDARY SURVEY, BISCAYNE BAY COASTAL WETLANDS, PHASE 1, CUTLER AND DEERING FLOW-WAYS, MIAMI-DADE COUNTY, FLORIDA", SHEET 5 OF 5, PREPARED ON 9/29/05 FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
2-SKETCH PREPARED BY URS CORPORATION INDICATING THE LOCATION OF THE EASEMENT. SENT SEPTEMBER 19, 2007 TO WEIDENER SURVEYING AND MAPPING IN A DIGITAL FORMAT AND NAMED EASEMENT PLAN.DWG.

Jorge Fernandez, II *PLS No. 5103*

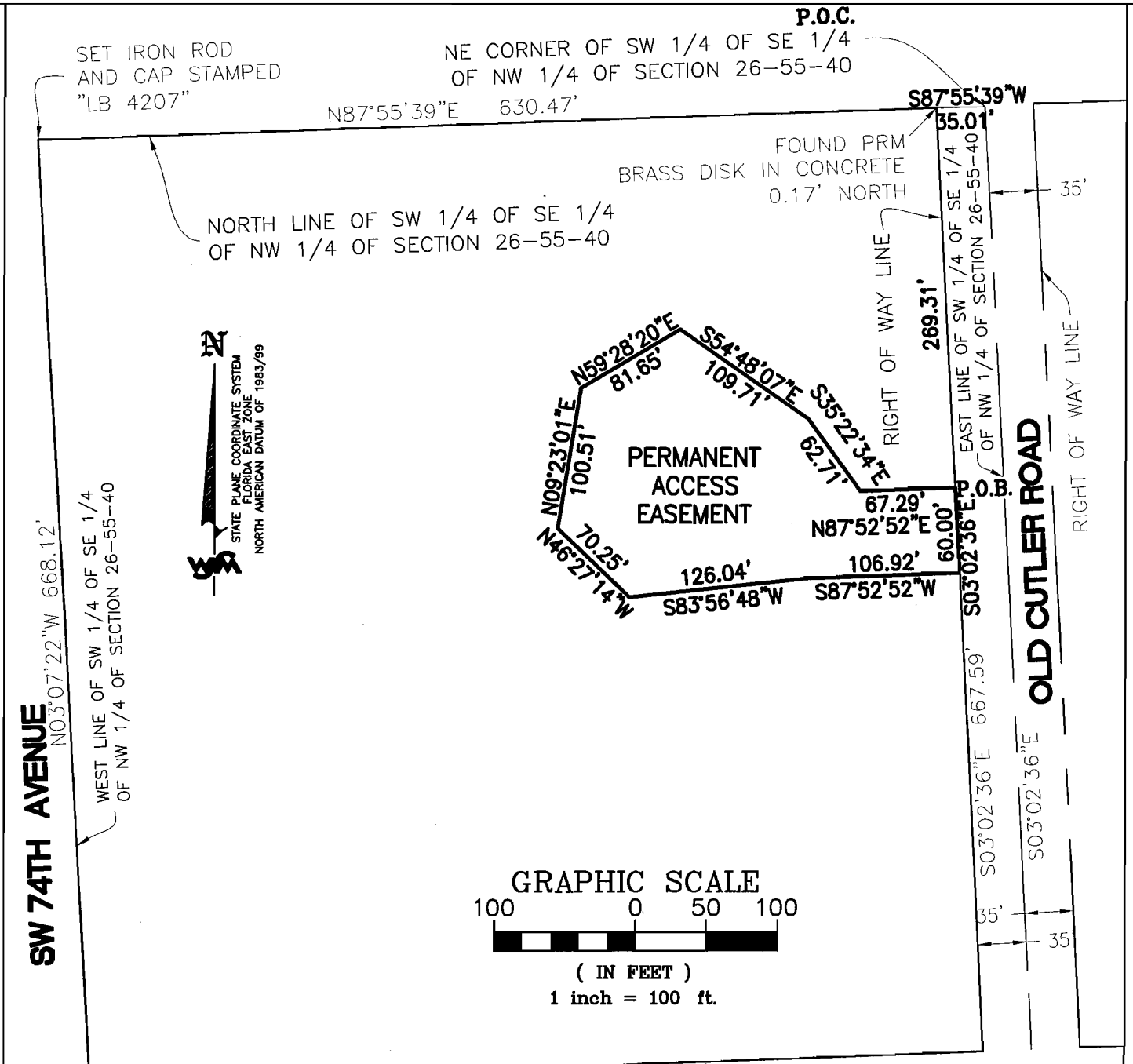
LEGAL DESCRIPTION
PERMANENT ACCESS EASEMENT
BISCAYNE BAY COASTAL WETLANDS
DEERING ESTATE, CUTLER BAY, FLORIDA
#18041 DATE: 9/25/07 **SHEET 1 OF 2**

EXHIBIT D2

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381



LEGEND

LB	LICENSED BUSINESS
No.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF CEMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
WSM	WEIDENER SURVEYING AND MAPPING

LINE TYPES

- BOUNDARY LINE
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY

THIS IS NOT A SURVEY.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2

65

EXHIBIT "D" to Interagency Agreement

PERMANENT FLOWAGE, OPERATION, ACCESS AND MAINTENANCE EASEMENT

Sec 26 Twp 55 Rge 40	This Instrument Prepared By Name: Randy Koper Co. Name: Miami Dade County Park & Recreation	
Folio No. 30 5026 000 0040	Address: 275 NW 2nd Street Suite #430 Miami, FL 33128	Reserved for Recording

PROJECT: BISCAYNE BAY COASTAL WETLANDS

The undersigned Grantor, Miami-Dade County, a political subdivision of the State of Florida, its successors and assigns, whose mailing address is 111 NW First Street, Miami, Florida 33128, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, does hereby grant and convey to the Grantee, South Florida Water Management District a public corporation of the State of Florida, and its successors and assigns, hereinafter referred to as the "Grantee", with its principal office at 3301 Gun Club Road, West Palm Beach, Florida, the following:

1. the perpetual unrestricted right to regularly, or at any time, and for any length of time overflow, inundate, and/or flow water, operate, repair, renovate and maintain structures, improvements, equipment, pumps, ditches, canals and channels (not for navigation purposes), pumping stations, pipes, berms, and other works and facilities ("Project Structures"), on, over, across, and through the real property known as Tract No. TA-500-275 and as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Flow Way Footprint Area"), together with all right, title, and interest in and to the Project Structures, for the purpose of the rehydration of coastal wetlands and/or in connection with the Comprehensive Everglades Restoration Plan, Biscayne Bay Coastal Wetlands Project (hereinafter the "Project"), and

2. the perpetual unrestricted right at any time to enter upon and access the Flow Way Footprint Area, with any and all vehicles, equipment, materials and supplies, in connection with the implementation of the Project Structures, and

3. a perpetual right at any time to enter upon and access the property known as Tract No. TA-500-274 and described in Exhibit "B" attached hereto and made a part hereof (hereinafter the "Access Area") for purposes deemed by Grantee to be necessary or incident to, or in connection with the operation, repair, renovation, maintenance and management of the Project Structures and the Flow Way Footprint Area.

The Flow Way Footprint Area and the Permanent Access Area shall at no time be obstructed by any object or activity which would in any manner interfere with the purposes of this Easement without the written consent of Grantee.

It is contemplated that Grantee may utilize contractors, subcontractors, Grantee's employees, employees of other governmental entities, as well as other persons and entities in connection with Grantee's exercise of the interests, rights, privileges, and powers conveyed and granted to Grantee under this Easement.

AND the Grantor hereby confirms that it has the power and authority to convey this Easement.

This Easement may be assigned in whole or in part by the SFWMD for use in connection with any of the purposes above mentioned, but only to an agency of the State of Florida, or the United States of America. All the covenants, terms, and agreements herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

IN WITNESS WHEROF the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

Reviewed By:_____
County Manager

By: _____
Deputy Clerk

By: _____
Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2009.

EXHIBIT A

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381

TA500-275

LEGAL DESCRIPTION FOR PERPETUAL MAINTENANCE EASEMENT:

ALL THAT TRACT OR PARCEL OF LAND FOR THE PURPOSES OF A PERPETUAL MAINTENANCE EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°55'39" WEST ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 35.01 FEET, TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD SAID LINE ALSO BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 03°02'36" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 627.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03°02'36" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°52'52" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE 55.00 FEET WEST OF AND PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE OF SAID OLD CUTLER ROAD; THENCE NORTH 03°02'36" WEST ALONG SAID LINE 55.00 FEET WEST OF AND PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, A DISTANCE OF 225.53 FEET TO A POINT; THENCE NORTH 46°16'53" WEST, A DISTANCE OF 152.16 FEET TO A POINT; THENCE SOUTH 69°24'59' WEST, A DISTANCE OF 126.32 FEET TO A POINT; THENCE SOUTH 43°33'09" WEST, A DISTANCE OF 421.65 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE SOUTH 87°52'52" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 43.45 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE NORTH 03°07'22" WEST, ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 70.00 FEET TO A POINT ON A LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26; THENCE NORTH 87°52'52" EAST ALONG SAID LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 1.84 FEET TO A POINT; THENCE NORTH 43°33'09" EAST, A DISTANCE OF 401.15 FEET TO A POINT; THENCE NORTH 20°24'02" EAST, A DISTANCE OF 63.50 FEET TO A POINT; THENCE NORTH 33°54'49" EAST, A DISTANCE OF 85.79 FEET TO A POINT; THENCE NORTH 59°28'20" EAST, A DISTANCE OF 81.65 FEET TO A POINT; THENCE SOUTH 54°48'07" EAST, A DISTANCE OF 109.71 FEET TO A POINT; THENCE SOUTH 00°03'26" WEST, A DISTANCE OF 112.52 FEET TO A POINT; THENCE SOUTH 46°16'53" EAST, A DISTANCE OF 134.16 TO A POINT ON A LINE 15.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD; THENCE SOUTH 03°02'36" EAST ALONG SAID LINE 15.00 FEET WEST OF AND PARALLEL TO SAID WESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, A DISTANCE OF 202.03 FEET TO A POINT; THENCE NORTH 87°53'30" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 84,256 SQUARE FEET OR 1.93 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1-THIS IS NOT A SURVEY.
2-NO CORNERS SET. SEE REFERENCE 1.
3-HORIZONTAL DATUM BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 REVISION OF 1999.
4-NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
5-DATE PREPARED: SEPTEMBER 25, 2007.

REFERENCES

1-MAP PREPARED BY WEIDENER SURVEYING AND MAPPING "BOUNDARY SURVEY, BISCAYNE BAY COASTAL WETLANDS, PHASE 1, CUTLER AND DEERING FLOW-WAYS, MIAMI-DADE COUNTY, FLORIDA", SHEET 5 OF 5, PREPARED ON 9/29/05 FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
2-SKETCH PREPARED BY URS CORPORATION INDICATING THE LOCATION OF THE EASEMENT. SENT SEPTEMBER 19, 2007 TO WEIDENER SURVEYING AND MAPPING IN A DIGITAL FORMAT AND NAMED EASEMENT PLAN.DWG.

Jorge Fernandez, II *PLS No. 5103*

LEGAL DESCRIPTION
PERPETUAL MAINTENANCE EASEMENT
BISCAYNE BAY COASTAL WETLANDS
DEERING ESTATE, CUTLER BAY, FLORIDA

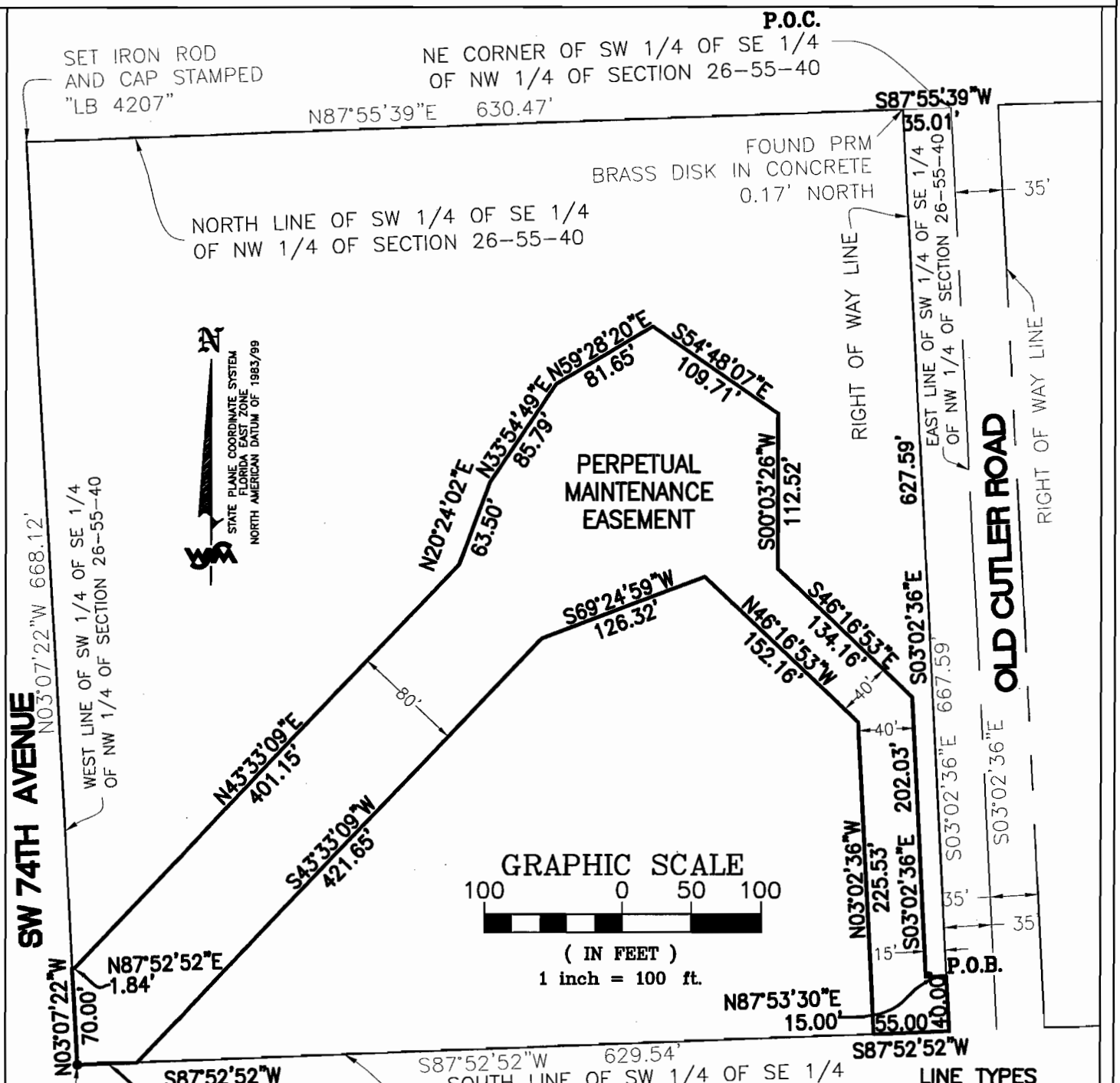
#18041 DATE: 9/25/07 **SHEET 1 OF 2**

EXHIBIT A

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381



THIS IS NOT A SURVEY.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2

WEIDENER SURVEYING AND MAPPING PA
LB 4207
10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381

LEGAL DESCRIPTION FOR PERMANENT ACCESS EASEMENT:

TA500-274

ALL THAT TRACT OR PARCEL OF LAND FOR THE PURPOSES OF A PERMANENT ACCESS EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LANDS CONTAIN 32,755 SQUARE FEET OR 0.75 ACRES, MORE OR LESS.

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5-DATE PREPARED: SEPTEMBER 25, 2007.

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Jorge Fernandez, II *PLS No. 5103*

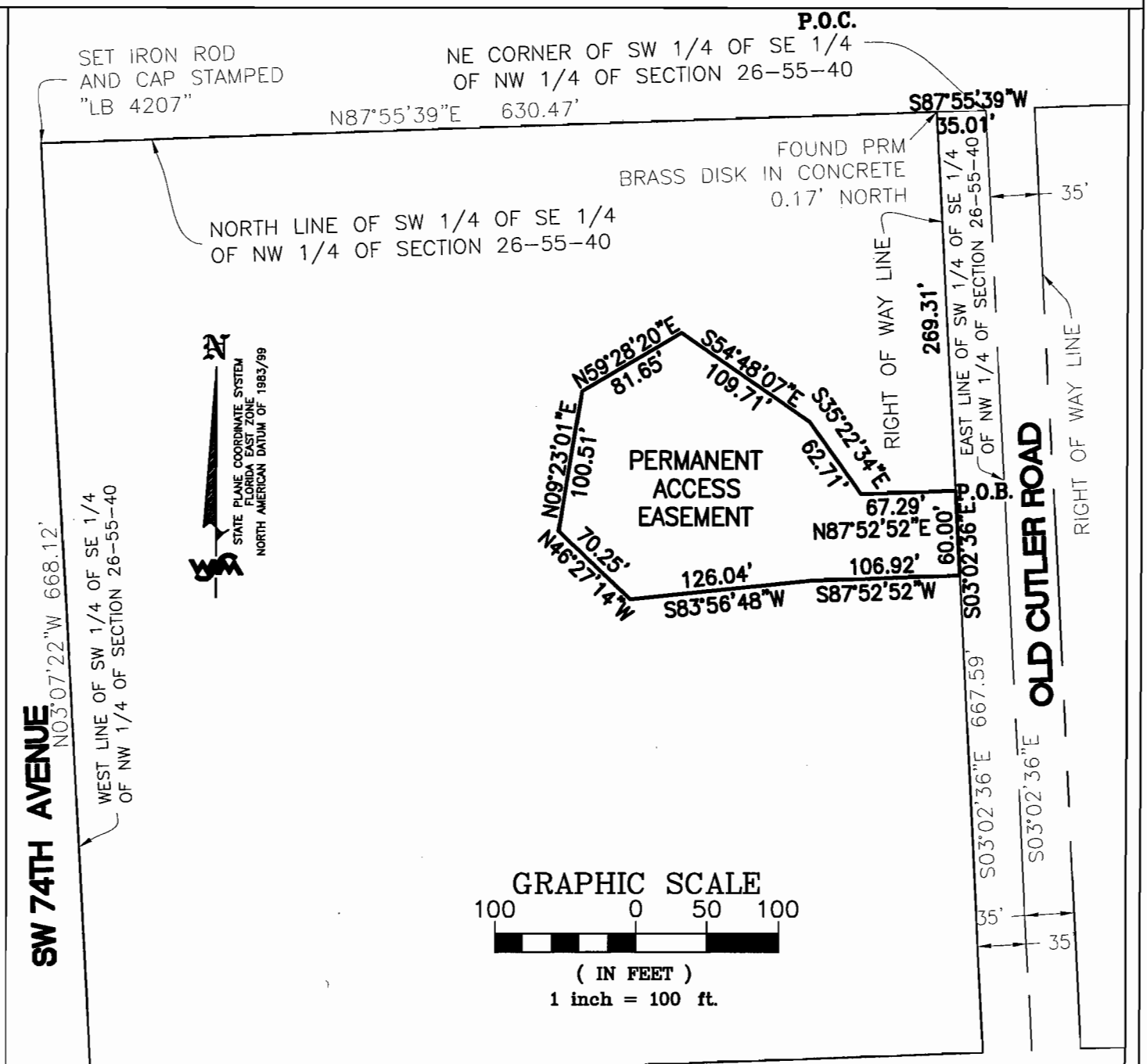
LEGAL DESCRIPTION
PERMANENT ACCESS EASEMENT
BISCAYNE BAY COASTAL WETLANDS
DEERING ESTATE, CUTLER BAY, FLORIDA
#18041 DATE: 9/25/07 **SHEET 1 OF 2**

EXHIBIT B

WEIDENER SURVEYING AND MAPPING PA

LB 4207

10418 N.W. 31st TERRACE Miami, Florida 33172 (305) 599-6381



LINE TYPES

- BOUNDARY LINE
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY

LEGEND

LB	LICENSED BUSINESS
No.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF CEMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
WSM	WEIDENER SURVEYING AND MAPPING

THIS IS NOT A SURVEY.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2

Exhibit E1 to Interagency Agreement

COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that_____ as Principal, herewith called CONTRACTOR, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to South Florida Water Management District, as Obligee, herein called DISTRICT, in the amount of _____Dollars ($_____) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and DISTRICT, for the following:

Contract Number:
Contract Title:
General Description of Project:

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays DISTRICT all losses, damages (direct and consequential including delay or liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that DISTRICT sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays DISTRICT any and all other amounts due DISTRICT by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the warranty and guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

SURETY's OBLIGATIONS UNDER THIS BOND shall be that within 20 days of DISTRICT's declaration of CONTRACTOR's default, SURETY shall either (1) arrange for the CONTRACTOR, with the written consent of the DISTRICT, to timely perform and complete the contract or (2) undertake to timely perform and complete the contract either by retaining another contractor approved by the DISTRICT or undertaking to do the contract itself. SURETY shall be liable for any and all delays caused by the CONTRACTOR, SURETY, and/or the replacement contractor(s) provided by the SURETY. SURETY's failure to take such action shall be deemed to be a default on this Bond, thus entitling the DISTRICT to complete the contract with another contractor and recover all resulting damages, including, but not limited to, all direct and consequential damages including delay or liquidated damages, engineering and architectural fees, as well as, any and all legal costs and attorney's fees.

Any changes in or under the Contract Documents do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Owner. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this ____day of _____, 20____.

Legal Form Approved:

_____

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ Individual Principal

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ Signature of Individual

By: _____ (Witness)

WHEN A **PARTNERSHIP**:
Signed, sealed and delivered in the presence of:

By: _____ By: _____
(Witness) Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A **CORPORATION**:
ATTEST:
(Corporate Seal)

_____ By: _____
(Type Corporate Principal Name) President

By: _____
(Secretary)

SURETY:
ATTEST:
(Surety Seal)

_____ By: _____
(Type Corporate Surety Name) SURETY

By: _____
(Secretary)

ATTORNEY-IN-FACT

By: _____ Name _____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.
NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.
NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

Exhibit E2 to Interagency Agreement

STATUTORY PAYMENT BOND

BY THIS BOND, know that_____ as Principal, herewith called CONTRACTOR, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to South Florida Water Management District, as Obligee, herein called DISTRICT, in the amount of Dollars ($_____) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and DISTRICT, for the following:

Contract Number:
Contract Title:
General Description of Project:

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the DISTRICT.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____day of_____, 20____.

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ (Individual Principal)

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ Signature of Individual

By: _____ (Witness)

WHEN A **PARTNERSHIP**:
Signed, sealed and delivered in the presence of:

By: _____ By: _____
(Witness) Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A **CORPORATION**:
ATTEST:
(Corporate Seal)

_____ By: _____
(Type Corporate Principal Name) President

By: _____
(Secretary)

SURETY:
ATTEST:
(Surety Seal)

_____ By: _____
(Type Corporate Surety Name) SURETY

By: _____ _____
(Secretary) (Type Florida Resident's Name)

ATTORNEY-IN-FACT

By: _____ Name _____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.
NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

ATTACHMENT B

CONSENT
TO
FLOWAGE EASEMENT

This Consent is made as of the _____ day of _____, 2009 by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, its successors and assigns (the "County").

For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the County hereby consents to the foregoing Flowage Easement (the "Easement") granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIITF") in favor of the South Florida Water Management District (the "District") with respect to the following described real property:

> The Southeast ¼ of the Southeast ¼ of the Northwest ¼ AND the Northeast ¼ of the Northeast ¼ of the Southwest ¼ AND the South ½ of the Southwest ¼ of the Northeast ¼ AND the North ½ of the Northwest ¼ of the Southeast ¼ AND the Southwest ¼ of the Southeast ¼ of the Northeast ¼ AND the Northwest ¼ of the Northeast ¼ of the Southeast ¼ the of Section 26, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida.

The County further confirms that the rights, powers and privileges granted to the District under the Easement are consistent with the County's Sublease Agreement that is subject to and conforms with the terms and conditions of the TIITF's Lease Agreement No. 3418 with the State of Florida Department of Environmental Protection under which the County has authority for managing, operating, maintaining and improving the property known as the Deering Estate, a portion of which is the subject property of the Easement.

This Consent is executed as of the date and year first above written.

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

_____
Witness Signature

_____
Print Name

By: _____

_____
Its: Chairperson

_____
Witness Signature

_____
Print Name

(Corporate Seal)

ATTEST:

_____
Clerk

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this day personally appeared before me _____ and _____, Chairperson and Clerk, respectively, of Miami-Dade County, a political subdivision of the State of Florida, to me known to be the persons described in and who executed the foregoing easement deed and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at _____ in the State and County aforesaid, this _____ day of _____, 2009.

_____
Notary Public

My Commission Expires: _____

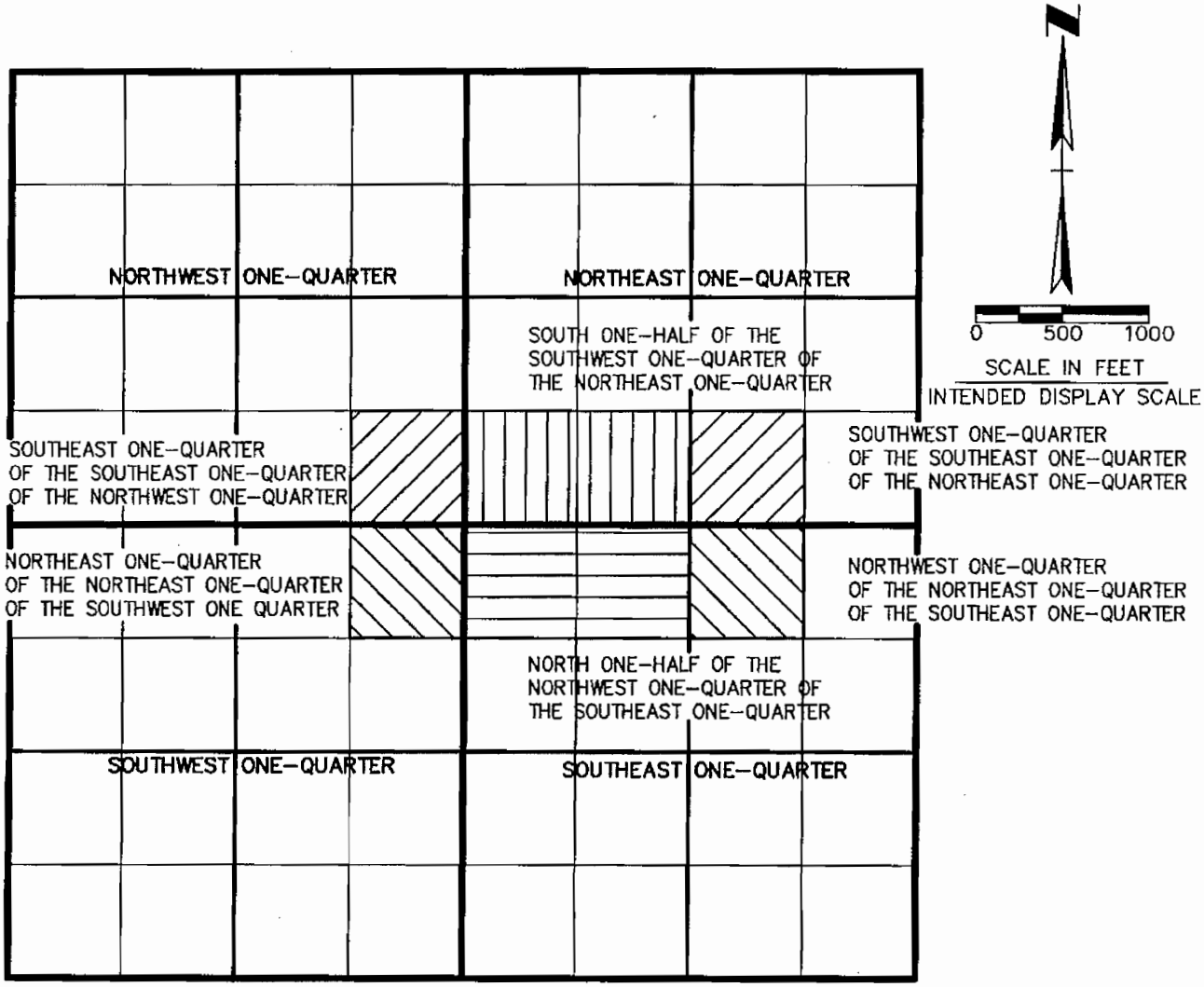
77

Exhibit "A"
Tract No. TA500-174

The Southeast one-quarter of the Southeast one-quarter of the Northwest one-quarter AND the Northeast one-quarter of the Northeast one-quarter of the Southwest one-quarter AND the South one-half of the Southwest one-quarter of the Northeast one-quarter AND the North one-half of the Northwest one-quarter of the Southeast one-quarter AND the Southwest one-quarter of the Southeast one-quarter of the Northeast one-quarter AND Northwest one-quarter of the Northeast one-quarter of the Southeast one-quarter of Section 26, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Containing 80.00 acres, more or less.

This legal description is not valid unless accompanied by a description sketch.



SECTION 26
TOWNSHIP 55 SOUTH
RANGE 40 EAST

CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMAITONAL PURPOSES ONLY, AND IS NOT VALID

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 472.027 FLORIDA STATE STATUTES.
NO SEARCH OF THE PUBLIC RECORDS has been made by this office

Date of Signature: 3/26/09

RICHARD E. BARNES Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5173

SECTION 26
TOWNSHIP 55 SOUTH
RANGE 40 EAST
MIAMI-DADE COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT-SURVEY SECTION
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EXHIBIT "A"

TRACT NUMBER TA500-174
80.00 ACRES MORE OF LESS

DRAWN	CHECKED	DATE	REVISIONS

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
CMC		25MAR09	1"=1000'	000	2 OF 2

CADD FILE NO. TRACT_NO_TA500174

This instrument prepared by & return to:
South Florida Water Management District
Post Office Box 24680
West Palm Beach, Florida 33416-4680
MS#7310
Attn: Lead Acquisition Professional

SAE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number _____

THIS EASEMENT, made and entered into this _____ day of _____, 2009, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property; and

WHEREAS, GRANTEE desires a flowage easement across the hereinafter described real property for the purpose of rehydration of coastal wetlands and/or in connection with the Comprehensive Everglades Restoration Plan, Biscayne Bay Coastal Wetlands Project(``Project'');

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Miami-Dade County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. TERM: GRANTOR does hereby grant to GRANTEE an easement for as long as the easement is used for flowage purposes for the rehydration of coastal wetlands and/or in connection with the Project. If the easement is no longer used for the purposes set forth in the preceding sentence, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement. For purposes of this easement, the Project shall also be deemed to include any successor to or renaming of the Project.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to activities and maintenance for flowage purposes for the rehydration of coastal wetlands and/or in connection with the Project during the term on this easement, including but not

limited to the right to raise water levels and flow water continually, intermittently and from time to time, on, across, and through the real property described in Exhibit ``A''. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement, except as a result of the activities conducted in accordance with this easement. Except as contemplated by this easement, GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. If caused as a result of activities conducted by GRANTEE on the real property described in Exhibit "A", GRANTEE agrees to clear, remove and pick up all debris

including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Excluding impacts from the activities conducted in accordance with this easement, upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted herein shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

7. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

8. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to

create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

9. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

11. TIME: Time is expressly declared to be of the essence of this easement.

12. LIABILITY: GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement or arising out of GRANTEE'S respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

13. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR, in accordance with Chapter 119, Florida Statutes, all financial and other records relating to this easement and GRANTOR shall have

the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

14. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that may accrue with respect to this easement including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

15. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to GRANTOR when this easement is no longer needed for the purposes identified in paragraphs 2. and 3. of this easement, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

16. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within seventy-five (75) days after receipt, and shall provide to the GRANTOR within sixty (60) days following the

recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

17. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

18. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: _____ (SEAL)
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Witness

_____
Print/Type Witness Name

_____
Witness

_____
Print/Type Witness Name

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, acting as an agent on for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____ (SEAL)

_____
Witness

_____
Print/Type Witness Name

_____
Print/Type Name

Title: _____

_____
Witness

_____
Print/Type Witness Name

"GRANTEE"

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ as _____, for and on behalf of the South Florida Water Management District. He/she is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires: