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

# Memorandum

MIAMI-DADE COUNTY

**Date:** May 18, 2010

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

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

R. A. Cuevas, Jr.
County Attorney

Agenda Item No. 12(A)(5)

**Resolution No. R-581-10**

**Subject:** Settlement Agreement between Miami-Dade County and Bruce C. Matheson

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**Recommendation**

It is recommended that the Board of County Commissioners (the "Board") approve the attached Settlement Agreement (Exhibit "A") between Bruce C. Matheson ("Matheson") and Miami-Dade County ("County") to dismiss with prejudice the legal action brought against the County by Matheson in a verified complaint styled *Bruce C. Matheson vs. Miami-Dade County, Florida* (the "Lawsuit").

**Scope**

This Settlement Agreement applies to Crandon Park, a metropolitan park within Commission District 7, operated by the Miami-Dade Park and Recreation Department (MDPR).

**Fiscal Impact/Funding Source**

Both parties agreed to settle the Lawsuit with the County agreeing to pay the reasonable legal fees and costs of Matheson in the amount of $440,000. The legal fees and costs to be paid by the County were reduced through negotiations between the County Manager and Matheson. The reduced amount was determined to be reasonable and consistent with the nature and complexity of the Lawsuit. The settlement amount of $440,000 will be funded from the Grant Match Reserve. The remaining balance in the Grant Match Reserve ($208,000) will fund expenses associated with the Targeted Jobs Incentive and the Qualified Targeted Industry programs.

Another settlement term includes the County's completion of time-certain capital projects required by the Crandon Park Master Plan ("CPMP"). Funding for these projects was previously allocated and scheduled to come from Building Better Communities General Obligation Bond ("BBC GOB") funds in the amount of $3,825,000 from BBC GOB Project No. 25 – "Crandon Park" and in FY 2010-2011, Capital Outlay Reserve funds ("CORF") in the amount of $500,000 per year for seven (7) consecutive years, and will be utilized to establish an agreed upon Crandon Park Master Plan Improvement Fund.

**Track/Record/Monitor**

Jack Kardys, Director, Miami-Dade Park and Recreation Department.

**Background**

On December 1, 1992, the Board approved a settlement agreement (Resolution No. R-1433-92 and attached hereto as Exhibit "B") between the County and the [Matheson heirs] to settle the dispute regarding the development and construction of a tennis complex, including a tennis stadium, by the County at Crandon Park. The County agreed, in the 1992 settlement agreement, to, among other things:

(1) The creation of a CPMP that would determine, for all time, the permitted uses of various areas in the Crandon Park lands;
(2) A procedure for amendment of the CPMP that would require initial Board approval and final approval by the Crandon Park Amendment Committee ("CPAC");
(3) Spend at least $250,000 a year for the following four (4) years after the adoption of the CPMP to implement the CPMP at Crandon Park;
(4) Restrictions on the construction and use of the tennis stadium at Crandon Park and on the tennis tournament(s);
(5) Except during the tennis tournament period, the prohibition of "any advertising or promotion of any product, service or organization on or within the Crandon Park lands"; and
(6) "Limit the Golf Course Clubhouse and other structures associated with the present golf course located on the Crandon Park lands to such Club house and structures' present size and locations."

On July 18, 1996, the Board approved the CPMP for Crandon Park (Resolution No. R-900-96 and attached hereto as Exhibit "C"). The CPMP requires the County to complete several capital projects within a specified time period, i.e. "time certain" requirements, along with specifying the allowed and appropriate uses of the park. The CPMP also requires that several non-time certain projects be completed by the County in order to improve the conditions of the park and to enhance the appropriate uses of the facility. Additionally, the CPMP provides that the County shall "proceed as expeditiously as possible within its financial means to implement the Master Plan."

A Declaration of Restrictive Covenants adopting the final CPMP was executed on August 25, 2000 and recorded in the public records of the County. The Declaration of Restrictive Covenants specified that it could be enforced by any citizen of the County and that the plaintiff in any such action against the County, if successful, shall be entitled to costs and attorney's fees. [Additionally, if the Court in any such action finds that a public official or employee has willfully violated the CPMP, then such official or employee shall be required to forfeit his/her office or employment.]

In 2004, Matheson filed the Lawsuit against the County alleging that the County had violated the CPMP and the Declaration of Restrictive Covenants in no less than 33 different ways. The County disputes many of these alleged violations and maintains that it has actually complied with the CPMP in several of these instances where Matheson alleges a violation. In other instances, the County maintains that the alleged non-conformance results from requirements that have no date certain for implementation and/or that the County simply has not had the funds to implement such requirements.

Finally, there are alleged violations for which the County has defenses, but the County recognizes that Matheson has a reasonable likelihood of success on such claims. Those claims in the Lawsuit, and the County's current position with regards to those claims, include:

(1) ***Lawsuit Claim -*** That the County had not complied with the CPMP to reduce the height of all lighting devices located on the Tennis Center to no more than 25 feet except during the tennis tournament period and time surrounding the tennis tournament period by January 14, 1998.
***County's Position -*** The County has agreed to reduce the height of the tennis center lights to the height required by the CPMP within fifteen (15) months of the effective date of this agreement.

(2) ***Lawsuit Claim -*** That the County had not complied with the CPMP requirement that by January 1, 1997 the fountain at the entrance to the Crandon Park Tennis Center shall be removed and replaced with a large specimen tree.
***County's Position -*** The County has agreed to remove the fountain and plant a large specimen tree, a raised flower bed and to install benches within nine (9) months of the adoption of this agreement. The County has complied with this condition and removed the fountain and planted a

large specimen tree, a raised flower bed, the coping of the pre-existing fountain pool now serves as a bench around the tree and flower bed.

(3) ***Lawsuit Claim*** - That the County had not complied with the CPMP requirement that within one (1) year of the adoption date of the CPMP (August 25, 2001), the County landscape and maintain the Tennis Center in compliance with the CPMP and the Tennis Center Landscape Plan of the CPMP.
***County's Position*** - The County has agreed to landscape the Tennis Center in compliance with the CPMP Tennis Center Landscape Plan within nine (9) months of the effective date of this agreement. The County has complied with this condition and has completed the installation of landscaping in compliance with the CPMP Tennis Center Landscape Plan and is continuing efforts to maintain landscaping to comply with the plan.

(4) ***Lawsuit Claim*** - That the County had not complied with the CPMP requirement that no later than February 2000, the recreation building at the Calusa Mangrove Trail be modified in the South Florida Vernacular style and the entire area be modified to retain only the restrooms, a small storage closet for equipment for multi-purpose sport courts and that an open roofed shelter remain.
***County's Position*** - The County has agreed to modify the Calusa Mangrove Trail Recreation building within two (2) years of the effective date of this Agreement and the four (4) tennis courts shall be converted to multi-purpose sport courts (i.e., basketball, skateboard, roller blading, etc.) within six (6) months of the effective date of this Agreement.

(5) ***Lawsuit Claim*** - That the County had not complied with the CPMP requirement that within three (3) years of the adoption date of the CPMP (August 25, 2003) the County reinstitute the petting zoo in the old petting zoo area with weekend or full time staff.
***County's Position*** - The County has agreed to reconstruct the petting zoo in the old petting zoo area in two phases. Phase I shall include the construction of a bridge and a petting zoo area and shall be completed within 18 months of the effective date of this Agreement. Phase II shall include all of the remaining facilities that were present in the original petting zoo and shall be completed within 36 months of the date of this Agreement.

(6) ***Lawsuit Claim*** - That the County had constructed a new golf course club house that was of a size larger than that permitted by the CPMP and that the County identified funding to construct such club house while failing to complete time-certain items of the CPMP.
***County's Position*** - The County maintains that the golf course club house is in conformance with the requirements of the CPMP.

(7) ***Lawsuit Claim*** - That the CPMP prohibits "any advertising or promotion of any product, service or organization on or within the Crandon Park lands" except during the tennis tournament period and the time surrounding such tournament, and yet the County had repeatedly violated this provision by allowing advertising on the golf course in conjunction with the Royal Caribbean Golf Classic.
***County's Position*** - The County has not held a professional golf tournament at Crandon Park since 2004.

(8) ***Lawsuit Claim*** - That in contracting with Royal Caribbean and the Professional Golf Association (PGA) for the Royal Caribbean Golf Classic golf tournament, the County had failed to comply with the CPMP requirement that Royal Caribbean pay a fee which is the greater of a flat fee set by MDPR or a minimum of 10% of all gross revenue generated by Royal Caribbean.
***County's Position*** - The County maintains that because it had received other in-kind services and improvements from the PGA, then such in-kind services and improvements satisfied this CPMP requirement. Currently, the County requires that all users, vendors, permittees, lessees,

promoter, concessionaires or other purveyors of goods or services upon Crandon Park pay the County a minimum fee of 10% of all gross revenues.

The County and Matheson have negotiated the attached Settlement Agreement to remedy the claims raised in the Lawsuit in an amicable manner. Incorporated into this Settlement Agreement, at the request of Matheson, is the establishment by the Mayor of a Crandon Park Master Plan Advisory Committee which will have a non-binding advisory role to the Mayor on park improvements at Crandon Park and monitoring the progress of the agreed upon non-time certain projects detailed in Attachment "A" of the Settlement Agreement. The establishment of a Crandon Park Master Plan Improvement Fund resolves the dispute over the construction of the golf course club house. The Settlement Agreement also includes a timeline by which the County agrees that it will complete many of the time certain requirements of the CPMP mentioned above. The County also negotiated in good faith with Matheson to reduce the amount of legal fees and costs that will be paid by the County to the amount of $440,000 and to pay such reduced sum with this settlement.

It is therefore recommended that this Board approve this Settlement Agreement to resolve the Lawsuit on the terms specified in the attached Settlement Agreement.

Attachments

Alex Muñoz
Assistant County Manager

# MEMORANDUM

**(Revised)**

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

**DATE:** May 18, 2010

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

**SUBJECT:** Agenda Item No. 12(A)(5)

**Please note any items checked.**

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(5)
5-18-10

RESOLUTION NO. **R-581-10**

RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT WITH BRUCE MATHESON

**WHEREAS**, this Board wishes to accomplish the purposes set forth in the accompanying memorandum,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that the County Mayor or Mayor's designee is hereby authorized to execute a Settlement Agreement by and between Miami-Dade County and Bruce Matheson, in the form of that Settlement Agreement attached hereto, settling the cause styled *Bruce C. Matheson v. Miami-Dade County*, to perform all acts contemplated thereby, and to execute any and all documents and take such other action as may be necessary to give effect to the intent of this resolution.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** 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 | **nay** | Audrey M. Edmonson | **aye** |
| Carlos A. Gimenez | **aye** | Sally A. Heyman | **absent** |
| Barbara J. Jordan | **aye** | Joe A. Martinez | **aye** |
| Dorrin D. Rolle | **aye** | Natacha Seijas | **aye** |
| Katy Sorenson | **aye** | Rebeca Sosa | **nay** |
| Sen. Javier D. Souto | **aye** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of May, 2010. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

EXHIBIT "A"

# SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement" or "Agreement") is made this ____ day of _____, 2010 (the "effective date") between Bruce C. Matheson ("Matheson") and Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida (Matheson and the County are sometimes hereinafter collectively referred to as the "Parties"). All capitalized terms used herein, and not otherwise defined, shall have the meaning given to such terms in the 1993 Settlement Agreement and the Crandon Park Master Plan.

WHEREAS, in 1940 the Matheson Family deeded approximately 975 acres of Key Biscayne, Florida (Tracts 1, 2, and 3) to the County for use as a public park under "public park purposes only" deed restrictions, now commonly known as Crandon Park; and

WHEREAS, subsequent to a lawsuit filed by the Matheson Family against the County, the Matheson Family and the County entered into a Settlement Agreement dated January 14, 1993 (the "1993 Settlement Agreement") in which the parties agreed to resolve their dispute by creating the Crandon Park Master Plan (hereinafter the "Master Plan"), which is intended to "determine for all time" the appropriate park uses to which the County may put Tracts 1, 2, and 3 of the Crandon Park Lands and the locations of such uses within the Crandon Park Lands; and

WHEREAS, in July 1996 the Miami-Dade Board of County Commissioners (the "Board") adopted the Master Plan, and in August of 2000 a Declaration of Restrictive Covenants was duly recorded in the Official Records Book 19259 commencing at page 3741 of the Public Records of Miami-Dade County, Florida, which declares the Master Plan as a covenant running with the land; and

WHEREAS, the Master Plan was created to perpetuate the Crandon Park Lands as a "sylvan spot of tranquility," and "a rare and invaluable resource"; and

WHEREAS, the Master Plan governs and provides detailed guidelines and standards for the maintenance and improvement of all the Crandon Park Lands (Tracts 1, 2, and 3); and

WHEREAS, the 1993 Settlement Agreement required the creation of an amendment committee to consider any proposed amendments to the Master Plan (the "Amendment Committee"); and

WHEREAS, the Master Plan requires certain improvements to Crandon Park to be completed by a date certain; and

WHEREAS, the Master Plan prohibits commercial advertising on Crandon Park Lands, except under limited circumstances expressly defined in the Master Plan; and

WHEREAS, the 1993 Settlement Agreement and the Master Plan provide that there shall be no new structures, improvements, features, or major modifications to existing structures or

improvements, whether temporary or permanent, located or constructed on the Crandon Park Lands, except as expressly provided for and depicted in the Master Plan; and

WHEREAS, in 2004, Matheson filed an action against the County for its alleged failure to comply with certain requirements of the Master Plan, and, in particular alleging that: 1) the County ignored or failed to timely complete many improvements required by the Master Plan; 2) the County permitted commercial advertising in connection with a professional golf tournament in violation of the Master Plan's prohibitions on advertising; and 3) the County constructed a Golf Course Clubhouse which violated the Master Plan; and

WHEREAS, Matheson and the County desire to amicably resolve this dispute without the necessity of further litigation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties agree as follows:

**1. Establishment of a Crandon Park Master Plan Advisory Committee.** The County Mayor shall create a committee (hereinafter the "Advisory Committee"), which will provide advice and guidance to the Miami-Dade County Mayor or Mayor's designee regarding the County's compliance with the Master Plan. The Advisory Committee shall establish its rules of conduct at an organizational meeting and these rules can be amended at any time thereafter upon a majority vote of the Advisory Committee members. The Advisory Committee shall not be required to meet more than on a quarterly basis.

(a) Role and Function. The Advisory Committee shall provide advice and guidance to the County Mayor or Mayor's designee regarding:

(i) prioritization of all Master Plan improvements, consistent with the requirements of the Master Plan.

(ii) budget allocation for implementation of the Master Plan;

(iii) implementation of, and compliance with, the Master Plan;

(iv) its review of any and all projects, improvements, alterations, or modifications to Crandon Park for compliance with the Master Plan; and

(v) any other issues relating to the operation and maintenance of Crandon Park for compliance with the Master Plan.

(b) The Parties agree and understand that the Advisory Committee's advice and guidance to the County Mayor or Mayor's designee shall not be binding on the County or on the County Mayor or Mayor's designee. The Parties further agree and understand that in no event shall the County, the Director of the Park and Recreation Department (the "Parks Department"), the County Mayor or Mayor's designee, or any other County employee be

required to comply with, follow, or implement any recommendation, advice, suggestion, resolution or any other action of the Advisory Committee. Notwithstanding the above, the County Mayor or Mayor's designee agrees to consider the advice and guidance of the Advisory Committee.

(c) Advanced Notice of Special Events and Projects. The County agrees to provide the Advisory Committee with seventy (70) days advance notice of: 1) any and all Special Events (as such term is defined in Miami-Dade County Administrative Order 8-3); 2) events sponsored entirely by the County; 3) the professional tennis tournament at the Tennis Center; 4) the Junior Orange Bowl tennis tournament; 5) projects, improvements, alterations, and/or modifications to existing structures and landscaping at Crandon Park; and 6) any new structures and/or landscaping added to Crandon Park. No advance notice is required for routine maintenance of existing structures and/or landscaping done in compliance with the Master Plan. For purposes of this Agreement, routine maintenance of existing structures includes, but is not limited to: (i) painting; (ii) cleaning; (iii) replacing and/or repairing roofs, other structural components, fixtures, and/or furnishings; (iv) any modification to structures required by applicable laws; and (v) natural disaster storm-proofing or emergency safeguarding of a structure; (vi) litter pickup, (vii) trash removal, and (viii) Crandon Park Beach maintenance. For purposes of this Agreement, routine landscaping includes, but is not limited to: (i) cutting, replacement of plants with those listed in Appendix B of the Master Plan, transplanting, augmenting, pruning, trimming, fertilizing, and irrigating of grass, plants, shrubs, trees, or any other greenery and flora; and (ii) any kind or type of treatments for pests and/or diseases of grass, plants, shrubs, trees or any other greenery and flora.

In the event the County does not have seventy (70) days advance notice of a Special Event, an event sponsored entirely by the County, the professional tennis tournament at the Tennis Center, or the Junior Orange Bowl tennis tournament, the County will give notice to the Advisory Committee as soon as practicable after the County receives notice and agrees that all such events will be conducted in compliance with the Master Plan. For purposes of this section, the County shall be deemed to be given notice of a Special Event at such time when the Parks Department receives a Special Events application, signed and in writing, from an applicant.

The County need not provide (70) days advance notice of any projects, improvements, alterations, landscaping, construction or modifications to Crandon Park which must be completed on an emergency basis to protect the health, safety, and welfare of the public. In the event of any such emergency projects, improvements, alterations, landscaping, construction or modifications become necessary, the County shall provide the Advisory Committee such notice as is reasonably practicable under the circumstances.

(d) Appointment of Advisory Committee Members. The Advisory Committee shall be made up of three to five members. Matheson and the County Mayor or Mayor's designee shall each appoint an equal number of members to the Advisory Committee. The final member shall be selected by the members appointed by the Parties. Members of the Advisory Committee are to serve renewable two-year terms, with no limit on the number of terms that can be served by any one member. In appointing members of the Advisory

Committee, Matheson and the County Mayor or Mayor's designee shall appoint qualified persons, which have the necessary experience and expertise to assist the County in perpetuating the "first-class" maintenance of Crandon Park. The Advisory Committee's decisions shall be made by majority vote.

(e) Communication. The Advisory Committee shall communicate its advice and recommendations to the County Mayor or Mayor's designee through the Director of the Parks Department who shall meet with the Advisory Committee at each of its meetings. The County Mayor or Mayor's designee shall meet with the Advisory Committee on an annual basis at one of its meetings to address the status of the County's implementation of, and compliance with, the Master Plan.

**2. Time-Certain Items.** The Master Plan requires certain improvements to Crandon Park to be completed by a date certain. In order to resolve the dispute regarding these time certain items, the Parties agree that they will be completed according to the following schedule, unless otherwise directed by the Amendment Committee.

(a) The landscaping of the golf course required by the Master Plan will be completed within nine months of the effective date of this Agreement. (Master Plan, at 63).

(b) The Tennis Center shall be landscaped in compliance with the Master Plan and the Tennis Center Landscape Plan within nine (9) months of the effective date of this Agreement. (Master Plan, at 75).

(c) The fountain at the Tennis Center shall be replaced by a raised circular flower bed with a large specimen shade tree and benches within nine (9) months of the effective date of this Agreement. (Master Plan, at 73).

(d) The animal cages identified in the Master Plan shall be removed from the Botanical Gardens within nine (9) months of the effective date of this Agreement. (Master Plan, at 87).

(e) The tennis center lights shall be reduced to the required height provided in the Master Plan within fifteen (15) months of the effective date of this Agreement. (Master Plan, at 71).

(f) The reconstruction of the petting zoo in the old petting zoo area with weekend or full time staff shall be completed in two phases. Phase I shall include the construction of a bridge and a petting zoo area and shall be completed within eighteen (18) months of the effective date of this Agreement. Phase II shall include all of the remaining facilities that were present in the original petting zoo and shall be completed within thirty-six (36) months of the date of this Agreement. (Master Plan, at 84).

(g) The modification of the Calusa Mangrove Trail Recreation building shall be completed within two (2) years of the effective date of this Agreement and the four (4) tennis

courts shall be converted to multi-purpose sport courts (i.e., basketball, skateboard, roller blading, etc.) within six (6) months of the effective date of this Agreement. (Master Plan, at 78).

(h) The County shall complete a feasibility study and/or environmental study within one (1) year of the effective date of this Agreement in order that such study may assist the County in determining whether it is appropriate to place sand to shallow the existing north and south drop off areas of the Beach. (Master Plan, at 92).

The Parties recognize that the County has prepared amendment(s) to be presented to the Amendment Committee. Nothing herein shall be construed as precluding any party, including the County, from seeking amendments relating to these items, nor shall any amendments allowed by the Amendment Committee, and relied on by the County, be construed as a breach of this Agreement. However, the Parties recognize that as of the effective date of this Agreement, and with respect to subparagraphs (a), (b), (c), and (e) of this section, the County has either completed or has substantially completed such items.

**3. Crandon Park Master Plan Improvement Fund.** In order to resolve the dispute regarding the Golf Course Clubhouse, the County agrees to allocate an additional $3.5 million to a Crandon Park Master Plan Improvement Fund (the "Fund"). The County agrees to appropriate not less than $500,000 per year for the Fund for no more than seven (7) consecutive years or until the $3.5 million amount is allocated, whichever is sooner. The money appropriated annually for the Fund shall be placed in an interest bearing account maintained by the County. The deposit and any interest earned thereon shall be used to implement and complete the projects identified in Attachment A attached hereto and incorporated by reference. The $3.5 million shall be used toward the funding of the projects identified in Schedule A in the order of the groupings in which they are listed until the funds are depleted. For example, Group A projects shall be completed before Group B projects and Group B projects shall completed before Group C projects. Upon the exhaustion of the $3.5 million, the County shall not be obligated or required to spend other funds to complete the projects identified in Schedule A. However, the County will complete such projects as soon as practicable and financially feasible for the County to do so and to the extent they are otherwise required by the Master Plan. These funds shall be expended using ordinary, prevailing rates for labor, materials, and equipment consistent with any and all applicable laws and with the County's open contracts for similar services.

**4. Attorney's Fees.** The County agrees to pay Mr. Matheson's reasonable attorneys fees, costs and expenses incurred in this matter, in the amount of $440,000. The fees, costs and expenses shall be paid in full within thirty (30) days after the effective date of the Board of County Commissioners' resolution approving this Settlement Agreement.

**5. The 1993 Settlement Agreement and Master Plan**. The Parties acknowledge that the terms of the 1993 Settlement Agreement and Master Plan remain in full force and effect. The County agrees to fully comply with all the terms of this Agreement. The County further agrees to provide training on the Master Plan to all outside vendors and Parks Department employees who have duties in Crandon Park within six (6) months after the execution of this Agreement and at least once a year thereafter.

(a) **Enforcement by Motion**. In addition to, and without precluding, any other available remedies under the 1993 Settlement Agreement, the Declaration of Restrictive Covenants, the Miami-Dade County Home Rule Charter Citizens' Bill of Rights, and any other applicable laws, Matheson may seek to enforce this Agreement by motion. In order to enforce this Settlement Agreement by motion, Matheson must first provide the County with written notice of the alleged breach of this Agreement by the method prescribed in subparagraph (c) of this Section. If the alleged breach is not resolved within thirty (30) days of receipt of such notice, or the County has not implemented corrective measures which will take more than thirty (30) days to complete, Matheson may file a motion in the Circuit Court to enforce the terms of this Settlement Agreement. Matheson need not wait thirty (30) days to file a motion in the case of an allegedly non-compliant event if the event is to occur within the 30-day notice period or if the violation will otherwise be mooted by the expiration of the thirty (30) day period, provided Matheson provides the County with notice of the violation and a reasonable opportunity to cure. The County agrees that it will, in good faith, confer with Matheson to schedule a hearing on any such motion at the Court's earliest available hearing date that is mutually convenient to the Parties.

(b) Notice of Amendments to Crandon Park Master Plan. The County will provide advance notice of any proposed amendments to the Master Plan to the Amendment Committee and to the Advisory Committee at the time they are submitted to the GSA Site Review Committee under Section 33-303 of the Code of Miami-Dade County, but in no event less than seventy (70) days prior to the submission of the proposed Amendments to the Miami-Dade County Board of County Commissioners.

(c) Notice to the Parties. Whenever any notice, delivery of documents, or other communication is required to be given in writing, it shall be deemed to have been given when delivered in person (including by express delivery service) or two days after mailed, postage prepaid by certified mail, return receipt requested, and mailed to the addresses as follows:

If to Mr. Matheson:

Bruce C. Matheson
4940 Sunset Drive
Miami, Florida 33143

Copy to:

Frank Burt
Jorden Burt LLP
777 Brickell Avenue, Suite 500
Miami, Florida 33131

If to
Miami-Dade County:

Current Miami-Dade County Manager
Stephen P. Clark Center
111 NW First Street
Miami, Florida 33128-1993

Copy to: Current Miami-Dade County Attorney
Stephen P. Clark Center
111 NW First Street, Suite 2810
Miami, Florida 33128-1993

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section.

(d) Notice to Advisory Committee. Whenever any notice, delivery of documents, or other communication is required to be given in writing to the Advisory Committee, it shall be deemed to have been given when e-mailed to the Committee Members at their current e-mail addresses. The County shall also deliver notice by postage prepaid certified mail, return receipt requested, to the current physical addresses of the Advisory Committee members.

**6. Settlement of Litigation.** The Parties agree to file a Joint Stipulation of Settlement and Motion to Dismiss With Prejudice the action styled *Bruce C. Matheson v. Miami-Dade County,* Case No. 04-03029 CA 10 and that this Agreement and the attached release (Attachment B) shall be filed with the Court as part of a stipulated Final Order. The Circuit Court shall have continuing jurisdiction to enforce the terms of this Agreement. The Parties agree that no statement contained herein shall be construed as an admission by either party.

**7. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

**8. Dependent Covenants.** All provisions of this Settlement Agreement, and the performance of each of the parties hereunder, are expressly dependent upon the other provisions of this Agreement and the performance of the other party. An uncured breach by a party to this Agreement shall relieve the other party from the other party's duties of performance hereunder.

**9. Assignment.** This Settlement Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. This Agreement, and the rights and obligations contained herein, shall not be transferred or assigned to any third party without the express written consent of the Parties.

**10. No Waiver; Cumulative Remedies.** No failure or delay on the part of either party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The remedies provided herein are cumulative as provided herein and not exclusive of any remedies provided by law.

**11. Modification.** No modification or waiver of any provision of this Settlement Agreement, nor consent to any departure therefrom, shall in any event be effective unless the

same shall be in writing and signed by the Party to be charged therewith and then such modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

**12. Headings.** Headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Settlement Agreement for any other purposes.

**13. Entire Agreement.** This Settlement Agreement and all of the documents referred to herein, represent the entire agreement between the Parties concerning the subject matter hereof.

**14. Attorneys' Fees.** Should any Party institute any action or proceeding or file any motion under Section 5(a) of this Agreement in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Settlement Agreement, and such Party prevails, that Party shall be entitled to receive from the non-prevailing party such amount as the court may judge to be reasonable attorney's fees and costs for the services rendered to that Party in such action or proceeding.

**15. Sovereign Rights.** It is expressly understood that notwithstanding any provisions of this Agreement and the County's status thereunder:

(a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county or city under State law 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 whatever nature applicable to the planning, design, construction and development of Crandon Park or the operation thereof, or be liable for the same; and

(b) The County and the City shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of Crandon Park.

Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement shall not bind the Board, the County's Planning and Zoning Department, DERM, or any other County, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

____ day of _____, 2010

ATTEST:

HARVEY RUVIN, CLERK

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

BY: _____
DEPUTY CLERK

BY: _____
CARLOS ALVAREZ, MAJOR

ATTEST:

BRUCE C. MATHESON

_____
WITNESS

_____
WITNESS

Approved for form and legal sufficiency _____.

# Attachment A

| Group A | |
|---|---|
| **Location** | **Description** |
| Crandon Park | Purchase a chipper with the capacity to reduce the palm fronds |
| Crandon Gardens | Plant out the Gardens; add flowering trees, Open up waterways, add a Canoe Launch, add Picnic Shelters |
| Crandon Beach/Picnic Area | Repair Sand Drift Wall north of the Central Alee |
| Crandon Beach/Picnic Area | Add Picnic Shelters – Rehabilitate picnic area on the beach |
| Crandon Beach | Create and plant a series of overlapping dunes and add coconut palms to the Beach |
| **Group B** | |
| Crandon Beach Parking | Remove the concrete sidewalks in the medians of the Beach Parking Lots. |
| Crandon Marina | Install riprap on Marina north shoreline facing Bear Cut for erosion control. |
| Crandon Gardens | Relocate/remove Royal Palms and plant various species of S.A. Palm |
| Crandon Beach/Picnic Area | Remove Sand Drift Wall South of the Central Alee |
| **Group C** | |
| Calusa Mangrove Trail | Construct the Calusa Mangrove Trail |
| Bear Cut Bridge | Modify the Bear Cut Bridge – add a safety barrier to the Northbound Lane. |
| Crandon Boulevard | Renovate the Guide Map and relocate it to the turnout north of the Crandon Marina |

**M E M O R A N D U M**

Not On
Agenda Item No. 5(f)(6)

**To:** Honorable Mayor and Members
Board of County Commissioners

**Date:** December 1, 1992

**Subject:** Settlement Agreement-
International Tennis
Stadium

**From:** Joaquin G. Avino, P.E., P.L.S.
County Manager
Robert A. Ginsburg
County Attorney

RECOMMENDATION

It is recommended that the Board approve the attached settlement agreement with the Matheson heirs regarding the International Tennis Center at Key Biscayne.

BACKGROUND

The accompanying settlement agreement has two main features. The first pertains to the Tennis Center and proposed permanent stadium. The second relates to the master planning of Crandon Park as a whole.

Tennis Center. With regard to the Tennis Center, the agreement:

- permits the County to complete construction of the permanent tennis stadium and requires remedial action to lessen the stadium's impact on the rest of Crandon Park.

- provides a framework for the conduct of the International Players Championship and other tennis events while guaranteeing public access to Center's facilities and the park.

Master Planning of Crandon Park. With regard to the master planning of Crandon Park, the agreement provides:

- for creation, implementation and amendment of a master plan governing the future use of Crandon Park.

- for derivation of the master plan by an agreed upon independent park consultant, which will be binding on the County and the heirs and will be implemented by restrictive covenants running with the land enforceable by any member of the public

- for minimum expenditure of no less than $250,000 per year (for the first four years) in furtherance of the master plan.

# Exhibit B

Not On
Agenda Item No. 5(f)(6)
12-1-92

RESOLUTION NO. R-1433-92

RESOLUTION APPROVING SETTLEMENT OF PENDING LITIGATION WITH MATHESON HEIRS REGARDING INTERNATIONAL TENNIS CENTER AT CRANDON PARK

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying joint memorandum of the County Manager and the County Attorney;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the settlement agreement between Dade County and the Matheson heirs regarding the International Tennis Center, in substantially the form of the agreement attached hereto and made a part hereof, and authorizes the County Manager: (i) to execute same on behalf of Dade County, after proper execution by the the Matheson heirs; and, (ii) to take all actions necessary to fulfill Dade County's obligations thereunder.

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

| | |
|---|---|
| Mary Collins | aye |
| Charles Dusseau | absent |
| Joseph M. Gersten | aye |
| Larry Hawkins | aye |
| Alexander Penelas | aye |
| Harvey Ruvin | absent |
| Arthur E. Teele, Jr. | aye |
| Sherman S. Winn | absent |
| Stephen P. Clark | aye |

The Mayor thereupon declared the resolution duly passed and adopted this 1st day of December, 1992.

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

MARSHALL ADER, CLERK

BY: RAYMOND REED
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

## SETTLEMENT AGREEMENT

AGREEMENT made this __ day of November 1992 among Margaret Matheson Randolph, Malcolm Matheson, Jr., Julia Matheson Guy, Frank S. Hight, III and Lucy Matheson Hight (the "Tract 2 Mathesons"), R. Hardy Matheson, Finlay L. Matheson, Bruce C. Matheson, Mary Meigs Matheson, Catharine M. E. Matheson, Paull Matheson and Peggy Clute, (the "Tract 1 Mathesons"), Jean Guyton, Anne Knowlton, Sarah Carleton, Judy Gould, Katharine Preston, Robert Wood, Carol Duell, and Willis Wood (the "Tract 3 Mathesons") (the Tract 1, 2 and 3 Mathesons are sometimes collectively hereinafter referred to as the "Matheson Family") their heirs and assigns and Metropolitan Dade County, Florida (the "County"), a political subdivision of the State of Florida (the Matheson Family and the County are sometimes hereinafter collectively referred to as "the Parties").

WHEREAS, in 1940 the Matheson Family deeded approximately 900 acres of Key Biscayne, Florida (Tracts 1, 2 and 3) to the County for use as a public park under "public park purposes only" deed restrictions (such property is more particularly described on Exhibit A attached hereto and made a part hereof (the "Crandon Park lands"), and is now commonly known as "Crandon Park", and

WHEREAS, the County has constructed a tennis complex in Tract 2 of the Crandon Park lands, and has now commenced construction of a permanent "professional sports franchise facility" in Tract 2 of the Crandon Park lands, and

WHEREAS, the Tract 2 Mathesons have challenged the County's actions in permitting commercial uses, conducting a professional tennis tournament and constructing a permanent professional sports franchise facility in Tract 2 of the Crandon Park land as violating the public park purposes only deed restriction on Tract 2 of the Crandon Park lands, and on various other grounds, in legal actions in the Florida courts, such actions being styled White v. Metropolitan Dade County, 563 So.2d 117 (Fla. 3d DCA 1990), lower tribunal, Case No. 88-24491 (10) (11th Cir. Dade Cty, Fla.), Dade County v. Malcolm Matheson Jr. et.al., __ So.2d __, 17 Fla. L. Week. D1745 (Fla. 3d DCA), rehearing en banc denied, __ So.2d __, 17 Fla. L. Week. D2424 (Fla. 3d DCA 1992), remanding to White lower tribunal for further proceedings, and Matheson v. Florida Department of Community Affairs, et.al., Case No. 91-2504 (2d Cir. Leon Cty, Fla.), (collectively the "Litigation"), and

WHEREAS, in order to avoid the necessity of further adjudications in the Litigation or otherwise on the propriety of the County's use of the Crandon Park lands, including the propriety of the County's construction of a professional sports franchise facility in Tract 2 of the Crandon Park lands, the Parties desire to amicably resolve once and for all time, the appropriate park uses to which the County may put Tracts 1, 2, and 3 of the Crandon Park lands and the locations of such uses within the Crandon Park lands;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties agree as follows:

1. **CRANDON PARK MASTER PLAN.**

(a) **Creation.** The Parties agree that a Crandon Park Master Plan shall be prepared by the professional park planning Olmsted Firm (Artemis Richardson, Principal), or other mutually agreed firm, depicting all permitted uses of various areas on the Crandon Park lands, including guidelines and standards for the type, location, size, color, landscaping and other features of all structures, improvements and recreational and other facilities to be located in Crandon Park or on the Crandon Park lands. The Olmsted Firm shall be guided by the principle that the uses and facilities appropriate for the Crandon Park lands are limited to "public park purposes only" and for no other activities other than those ancillary activities directly furthering public park purposes, and subject to that overall limitation, by all generally recognized and accepted public park standards and criteria. It is the Parties' intention that the Crandon Park Master Plan created pursuant to this Settlement Agreement, and implemented through the Declaration of Restrictions hereinafter described, shall determine for all time (subject to amendment as hereinafter provided) the uses of, and improvements upon, and their location within, the Crandon Park lands.

(b) **Consultation With The Parties; Draft Plan; Final Plan; Amendment.** In creating the Crandon Park Master Plan, the Olmsted Firm shall consult with the County, and its designated Park professionals, and with the Matheson Family, and their designated representatives. In addition the Olmsted Firm shall consult with the County's professional tennis tournament operators concerning the use of the "Tennis Center" at Crandon Park (hereinafter defined and referred to as the "Tennis Center") for the operation of the International Players Championship (hereinafter referred to as the "Tournament"). The Crandon Park Master Plan shall be consistent with all of the terms of this Settlement Agreement, including those provisions relating to activities to be permitted upon the Tennis Center. The Olmsted Firm shall submit a draft of the Crandon Park Master Plan within 120 days after the date hereof to the Parties, and the County shall hold a public hearing on, and the Parties may submit comments on, the draft Master Plan to the Olmsted Firm within 30 days thereafter. The Olmsted Firm shall attend the County's public hearing, consider the comments of the public at the public hearing and the comments of the Parties, and complete and deliver the Crandon Park Master Plan within 180 days after the date hereof. Within 30 days after delivery by the Olmsted Firm of the Crandon Park Master Plan, either the County or the Matheson Family may object to any feature of such Final Crandon Park Master Plan, which objection shall be reviewed and approved, rejected or modified by a Committee on the Formation of the Crandon Park Master Plan composed as hereinafter provided. Within 5 days after delivery of such an objection by either the County or the Matheson Family, the County shall appoint two members, the Matheson Family shall appoint two members, and those appointees shall

appoint an independent park professional, all of whom shall act as a Committee on the Formation of the Crandon Park Master Plan to approve, reject or modify the objection(s) of either Party, which decision shall take place no later than 60 days after delivery of such objection(s), and the affirmative vote of at least three of such Committee members shall be required for such action. If the Matheson Family and the County can not agree on an independent park professional, the Circuit Court judge in the pending Litigation styled White v. Metropolitan Dade County, 563 So.2d 117 (Fla. 3d DCA 1990), lower tribunal, Case No. 88-24491 (10) (11th Cir. Dade Cty, Fla.), shall appoint an independent park professional to fill such Committee position. The Crandon Park Master Plan, as adjusted by the Committee on Formation of the Crandon Park Master Plan, shall be implemented through the County recording a Declaration of Restrictions in the official records of Dade County, Florida which shall be a covenant running with the land, and through entry of an amendment to the Final Judgment in the Litigation styled White v. Metropolitan Dade County, 563 So.2d 117 (Fla. 3d DCA 1990), lower tribunal, Case No. 88-24491 (10) (11th Cir. Dade Cty, Fla.), as hereinafter provided. The cost of creation of the Crandon Park Master Plan, including the professional fees of the Olmsted Firm, shall be borne by the County. The Crandon Park Master Plan as implemented by the above mentioned Declaration of Restrictions and Final Judgment, may be amended following adoption only by the following procedure: (1) the County by affirmative vote of the County Board of Commissioners shall propose an amendment through action by resolution; (2) the County shall appoint two persons to a Committee on Amendment of the Crandon Park Master Plan, and the National Parks and Conservation Association (or a successor non-profit park preservation organization mutually agreed upon by the Parties) shall likewise appoint two members to such Committee on Amendment of the Crandon Park Master Plan. The Committee shall consider the proposed amendment to the Crandon Park Master Plan and an affirmative vote of no less than three members of such Committee shall be required to amend the Crandon Park Master Plan, which amendment shall be incorporated by the County in an amendment to the Declaration of Restrictions implementing the Crandon Park Master Plan. Should a proposed amendment to the Crandon Park Master Plan fail to receive an affirmative vote of at least three members of such Committee on the Amendment of the Crandon Park Master Plan, the proposed amendment shall fail and the Crandon Park Master Plan shall be enforced as previously in force.

Following the adoption of the Crandon Park Master Plan, the County shall expend no less than $250,000 per annum for the next four years thereafter in furtherance and implementation of the provisions of the Crandon Park Master Plan.

(c) **Stadium; Criteria for Visibility, Configuration and Use; Prohibitions.** Notwithstanding the foregoing, the Parties agree to jointly direct the Olmsted Firm to include in the Crandon Park Master Plan a tennis stadium with the following limitations and restrictions in the Tennis Center located on Tract 2 of the Crandon Park lands. The County may promptly resume construction of and may complete a tennis stadium and related facilities on the Tennis Center and may authorize use of such stadium and facilities

for a professional tennis tournament of the type and nature heretofore conducted thereon, subject however, to the restrictions contained herein.

(i) **Name of Stadium.** The stadium to be located within the Crandon Park lands shall not be named, or if named such name shall be derived from the name of flora or fauna native to Crandon Park lands.

(ii) **Criteria for Visibility.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall require that no permanent portion of the stadium structure (including elevator shafts, railings, lighting devices, etc.) shall be visible by a pedestrian from any location on Crandon Boulevard or on the beach areas of the Crandon Park lands bordering on the Atlantic Ocean or on any area on the Crandon Park lands in between, from a point where Crandon Park Boulevard becomes a divided highway on the north to the southerly most point of the Tennis Center lands along the line of Crandon Boulevard. In addition, no portion of the stadium or related facilities shall be visible by vehicles or pedestrian traffic traveling north on Crandon Boulevard from the southern boundary of the Crandon Park lands to a point on Crandon Boulevard directly east of the northern boundary of the Tennis Center. The entire permanent stadium structure and its associated facilities shall be screened by berms, terraces, and heavily landscaped with native flora so as to block completely any view of the stadium or its associated facilities as provided above. No permanent portion of the stadium structure (excluding elevator shafts, lighting devices, etc.) shall exceed 37 feet 6 inches in height, and all lifting rails, safety rails, and collapsible lighting devices shall not exceed 4 additional feet in height and shall not be visible from the areas on the Crandon Park lands as described above.

(iii) **Deadline for Visual Screening of Stadium.** The County obligation with regard to visibility of the stadium and its associated facilities shall be as provided above and shall be fully in place by no later than January 1, 1994. In the first week of January 1994 the Olmsted Firm shall review all applicable sight lines. Should any portion of the permanent stadium or its associated structures be visible from such locations, the Olmsted firm shall notify the County with specificity as to the areas requiring landscape adjustment to block such views. The County shall then have 30 days within which to make appropriate adjustments to the satisfaction of the Olmsted Firm. Should any portion of the permanent stadium remain visible from the

above mentioned areas on the Crandon Park lands following the 30 day County cure period, then in that event, the Visibility Contingency Fund (as hereinafter defined) shall be used to forthwith make all necessary landscape adjustments to preclude visibility of the permanent stadium and its associated structures as provided herein.

(iv) **Visibility Contingency Fund.** The County shall deposit all revenues received from or relating to the 1993 Tournament (as herein defined) in an amount of no less than $500,000. in an escrow fund with the Dade Foundation, a non-profit organization, or other mutually agreed upon entity or person (the "Visibility Fund Escrow Agent"). This Visibility Contingency Fund be held in an interest bearing account and the deposit and any interest earned thereon shall be used to pay for landscaping adjustments to make the permanent stadium and associated facilities invisible from the portions of the Crandon Park lands as provided herein. The Visibility Fund Escrow Agent shall make disbursements from the Visibility Contingency Fund upon application from landscaping contractors engaged by the Visibility Fund Escrow Agent to make any and all adjustments in landscaping directed by the Olmsted Firm. Upon certification by the Olmsted Firm that the visibility criteria specified herein have been achieved, the Visibility Fund Escrow Agent shall remit any balance of such Visibility Contingency Fund, together with any interest earned thereon, to the County.

(v) **Use of Stadium Spaces.** Subject to special provisions for the United States Tennis Association provide below, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit permanent or year around commercial or any out of park activities from being conducted within the spaces under or associated with the stadium, and there shall be no commercial, or retail sales, operations of any kind permitted in, under or immediately surrounding the stadium, except (1) during the Tournament Period and tournament ticket sales during a period from August 1 through the completion of the Tournament Period, and (2) during other permitted tennis events under subsection 1(d) hereof. The County may locate one year around office in the spaces within the stadium with no more than 1,000 square feet and accommodating no more than 10 County employees. The County shall use its best efforts to remove the present Crandon Park administration building located on the Crandon Park lands and restore such area as may be specified in the Crandon Park Master Plan. The stadium court and seating shall be used for tennis only, and for no other purposes. Except during the Tournament



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Preparation Period, the Tournament Period and the Site Restoration Period (as hereinafter defined), and tournament ticket sales during a period from August 1 through the completion of the Tournament Period in the area of the stadium designated for such function on the Plans created by Swanke, Hayden, Connell Architects, Court Level Plans, prepared June 5, 1991, no Tournament personnel or volunteers shall be allowed into the stadium facility, provided that such Tournament personnel may use the area on the Plans created by Swanke, Hayden, Connell Architects, Court Level Plans, prepared June 5, 1991, offices numbered 1108-1117) from January 1 through the end of the Site Restoration Period each year for Tournament operations.

(vi) **United State Tennis Association Use of the Stadium and Tennis Center.** The United States Tennis Association (the "USTA") shall be permitted to use areas within the permanent stadium only as depicted in Architectural Sheet A-2.0 of the Stadium Plans dated October 1, 1991. The USTA shall open the stadium sport science and weight training areas herein depicted to all members of the public accompanied by tennis coaches and shall design appropriate weight training and sports science programs for such uses. The USTA shall also conduct a youth tennis educational program of no less than 10 hours per month for Dade County tennis youth programs. The use by the USTA of the courts and facilities of the Tennis Center other than the stadium shall be limited to a schedule to be unanimously agreed upon by the four members of the group designated for modification of this Settlement Agreement as provided in Section 9 hereof.

(vii) **No Advertising on Stadium.** Except during the Tournament Period the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit visible graphic panels, banners, signs, billboards or similar devices located on the outside of the stadium depicting or promoting any commercial activity of any subject, advertising or promotion, either expressed or implied.

(d) **Tennis Center Limitations.** The Crandon Park Master Plan shall designate a portion of the Crandon Park lands more particularly described as Exhibit B attached hereto and made a part hereof, as the "Tennis Center" at Crandon Park. The following limitations and prohibitions shall be contained in the Crandon Park Master Plan and in the Declaration of Restrictions implementing such Master Plan relating to the Tennis Center. Other than professional tennis events which in the aggregate do not exceed 20 days per annum for all preparation and restoration activities, the Tournament shall be the only professional tennis event conducted or permitted in the stadium on the Tennis Center

site. During such additional events all Tournament rules and provisions contained herein shall apply to such event(s).

(i) **Limitation on Temporary Tennis Court Seating.** Once the permanent tennis stadium is constructed on the Tennis Center, there shall be no temporary seating or stadia located on the Tennis Center, except there may be as many as 8,000 bleacher seats on courts 1 and 2 in the aggregate, and as many as 500 bleacher seats on each other individual court. The Tournament organizers may reallocate these temporary seats among these courts in their discretion. All temporary seats and bleachers shall be removed each year by the end of the Site Restoration Period (as hereinafter defined).

(ii) **No New Permanent Structures on the Tennis Center; Removal of Temporary Structures and Vehicles.** Except as provided above with respect to the permanent tennis stadium, the Tennis Center shall include only such permanent structures as are presently located on the Tennis Center. No temporary facilities, vehicles, mobil homes, trailers or similar temporary facilities shall be placed on the Tennis Center prior to the commencement of the Tournament Preparation Period (as hereinafter defined), and all temporary structures, vehicles, mobile homes, trailers and similar temporary facilities shall be removed from the Tennis Center by the end of the Site Restoration Period (as hereinafter defined).

(iii) **Tennis Only.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit uses of and on the Tennis Center to tennis only within the Tennis Center or stadium except (1) during the Tournament Period and tournament ticket sales during a period from August 1 through to the completion of the Tournament Period, or (2) incidental Clubhouse concession activities.

(iv) **No Exclusive Use; Public Access.** Except during the Tournament Period and subject to the special provisions relating to the USTA in subsection 1(c)(vi) hereof, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit exclusive use of any of the Tennis Center facilities by any person, group, association or entity, and shall provide that the public shall have full access to all Tennis Center facilities. Except during the Tournament Period the County shall remove the International Players Championship logos from the Tennis Center entrance signage, substitute the designation "Tennis Center at Crandon Park" and add the following language in lettering of no less than 10 inches

in height: "THIS IS A PUBLIC TENNIS FACILITY". Such signage shall be installed before the 1993 Tournament Period (as hereinafter defined).

(v) **Removal of Trash Station.** By no later that 90 days after the effective date of this Agreement, the County shall remove the trash station located on the Crandon Park lands and also restore and remediate the trash station area to native flora.

(vi) **No Tennis Center Advertising.** Except during the Tournament Period, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit any visible advertising on the Tennis Center site or clock tower, including but not limited to logos, banners or similar temporary devices for advertising or promotion of any product or service, either express or implied.

(v) **Limitation on Lighting.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall require that except during the Tournament Period (as hereinafter defined), the County shall reduce the height of all lighting devices located on the Tennis Center to no more than 25 feet, which shall be accomplished as rapidly as reasonably feasible, but in no event shall such reduction of lighting height take more than 5 years after the date hereof.

(vi) **Clubhouse.** Except as provided during the Tournament Period the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the Clubhouse located within the Tennis Center to its present size and functions.

(e) **Tournament Limitations.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall contain the following limitations concerning the operation and conduct of the Tournament on the Crandon Park lands.

(i) **No Interference With Public Access.** Beginning on January 1, 1994 the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall require that all members of the public shall be permitted to use not less than 75% of all courts at or on the Tennis Center throughout the "Tournament Preparation Period" and up to the day before the commencement of the "Tournament Period" (as those terms are hereinafter defined)

without disruption or interference by the Tournament sponsors, operators or the County.

(ii) **Installation and Removal of Temporary Seating.** Except as may be otherwise expressly provided herein, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall provide that all temporary seating associated with the Tournament shall be installed no more than 30 days prior to commencement of the Tournament Period and removed by no later than 30 days following the end of the Tournament Period, as defined in the Tournament Agreement.

(iii) **Tournament Dates.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall define the Tournament dates on the Crandon Park lands as follows;

(1) The Tournament dates shall be selected by the County within the months of January, February, or March of each year.

(2) Tournament Preparation Period shall commence 45 days prior to the commencement of the Tournament Period.

(3) The Tournament Period shall be no more than 21 days in length (including rain dates).

(4) The Site Restoration Period shall be complete by no more than 30 days following the last day of the Tournament.

(iv) **Public Parking.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit Tournament use of at least 1,000 paved parking spaces by Tournament employees, guests, volunteers or patrons, and no Tournament employees, guests, volunteers or patrons shall be permitted to park on any unpaved areas on the Crandon Park lands.

(f) **Limitations and Prohibitions on the Crandon Park Lands.** In addition to the foregoing prohibitions and limitations on the uses and structures and improvements to be located within the Tennis Center, the following restrictions and prohibitions shall be included in the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan for the entire Crandon Park lands.

(i) **Sundays.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the restaurant and facilities now known as "Sundays By The Bay" to its present size

and use until the present lease between the County and the Sundays' operator expires, at which time such area shall be subject to the provisions of the Crandon Park Master Plan determined as provided herein.

(ii) **Dive Shop.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the dive shop facilities now located on the Crandon Park lands to its present size and location until the present lease between the County and the dive shop operator expires, at which time such area shall be subject to the provisions of the Crandon Park Master Plan determined as provided herein.

(iii) **Marina and Charter Boats.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the marina facilities and charter boat operations now located on and conducted from the Crandon Park lands to their present size and location.

(iv) **Park Signage; No Advertising.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall require that all Crandon Park signage be redesigned for uniform styling and content in order that the public may be able to determine that all Crandon Park facilities are within Crandon Park and available for public access, including all portions and facilities located on the Tennis Center. Except during the Tournament Period and Tournament ticket sales within the stadium only during a period from August 1 through to completion of the Tournament Period, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall further prohibit any advertising or promotion of any product, service or organization on or within the Crandon Park lands, including but not limited to advertising associated with graphic panels, signs, billboards, bus benches, bus shelters, banners, balloons, temporary graphic displays or similar devices.

(v) **Golf Course Clubhouse.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the Golf Course Clubhouse and other structures associated with the present golf course located on the Crandon Park lands to such Clubhouse and structures' present sizes and locations, and shall contain a use limitation precluding nightclub type facilities, functions or operations within or associated with such Clubhouse or structures.

(vi) **Nature Center.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the nature center now located on the Crandon Park lands to no more than 3 times the present square footage of such nature center, and any design for improvement of the present nature center shall conform to the design, height and other limitations and criteria contained in the Crandon Park Master Plan.

(vii) **No Gambling.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall preclude gambling or wagering on or within the Crandon Park lands.

(viii) **No Overnight Accommodations.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit overnight accommodations on the Crandon Park lands, except for the existing Crandon Park caretaker facilities.

(g) **Declaration of Restrictions; Enforcement By Any Person; Costs of Enforcement.** The Declaration of Restrictions to be recorded in the public records by the County implementing the Crandon Park Master Plan to be created as provided herein, shall be a covenant running with the land, shall bind all parties having any right, title or interest in the Crandon Park lands, their heirs, successors and assigns, and shall inure to the benefit of and be enforceable by any citizen of Dade County, Florida in the same manner and under the same terms and conditions as enforcement of Section 16(C) of the Metropolitan Dade County Citizens Bill of Rights effective as of the date of this Settlement Agreement, including specifically the recovery of attorneys' fees and costs against the County for enforcement of such Declaration.

(h) **Future Operation Of Crandon Park.** From and after the date of this Settlement Agreement, the County agrees that it shall maintain and operate the Crandon Park lands in accordance with the Crandon Park Master Plan to be created as provided hereunder and the Declaration of Restrictions implementing such Master Plan, and the Parties agree that no structure, building, improvement or other facility, whether temporary or permanent, shall be located or constructed on the Crandon Park lands, unless expressly depicted in the Crandon Park Master Plan, created pursuant to this Settlement Agreement.

**2. FINAL JUDGMENT; SETTLEMENT OF LITIGATION.**

Upon recording of the Declaration of Restrictions by the County implementing the Crandon Park Master Plan created as provided herein, the Tract 2 Mathesons and the

County shall jointly seek the entry by the Court in that certain litigation styled White v. Metropolitan Dade County, 563 So.2d 117 (Fla. 3d DCA 1990), lower tribunal, Case No. 88-24491 (10) (11th Cir. Dade Cty, Fla.) on remand from Dade County v. Malcolm Matheson Jr. et.al., __ So.2d __, 17 Fla. L. Week. D1745 (Fla. 3d DCA), rehearing en banc denied, __ So.2d __, 17 Fla. L. Week. D2424 (Fla. 3d DCA 1992), of a Final Judgment adopting the provisions of this Settlement Agreement and ordering and directing the Parties to comply with such provisions as an amendment to the Final Judgment of the Court. Upon recording of the Declaration of Restrictions by the County implementing the Crandon Park Master Plan created as provided herein, and entry by the Court of the above referenced amendment to the Final Judgment, the Tract 2 Mathesons shall also dismiss that certain litigation styled Matheson v. Florida Department of Community Affairs, et.al., Case No. 91-2504 (2d Cir. Leon Cty, Fla.), and shall withdraw a pending Emergency Motion for Supplemental and Additional Relief and To Amend Final Judgment in that litigation styled White v. Metropolitan Dade County, 563 So.2d 117 (Fla. 3d DCA 1990), lower tribunal, Case No. 88-24491 (10) (11th Cir. Dade Cty, Fla.) on remand from Dade County v. Malcolm Matheson Jr. et.al., __ So.2d __, 17 Fla. L. Week. D1745 (Fla. 3d DCA), rehearing en banc denied, __ So.2d __, 17 Fla. L. Week. D2424 (Fla. 3d DCA 1992).

3. **NOTICES.** Whenever any notice, delivery of documents or other communication is required to be given or delivered pursuant to this Agreement, such notice shall be given in writing, and shall be deemed to have been given when delivered in person (including by express delivery service) or two days after mailed, postage prepaid by certified mail, return receipt requested, and mailed to the addresses as follows:

If to the Matheson Family:

Bruce C. Matheson
4940 Sunset Drive
Miami, Florida 33143

Copy to:

Frank Burt
Jorden Schulte & Burchette
701 Brickell Avenue
22nd Floor
Miami, Florida 33131-2861

If to
Dade County:

Joaquin Avino, County Manager
MetroDade Center
111 N.W. First Street
Miami, Florida 33128-1993

Copy to: Robert Ginsburg, County Attorney
Suite 2810
111 MetroDade Center
Miami, Florida 33128-1993

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section.

4. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

5. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and each of which shall constitute but one and the same agreement.

6. **DEPENDENT COVENANTS.** All provisions of this Settlement Agreement, and the performance of each of the parties hereunder, are expressly dependent upon the other provisions of this Agreement and the performance of the other party. An uncured breach by a party to this Agreement shall relieve the other party from that other party's duties of performance hereunder.

7. **NO ASSIGNMENT.** This Settlement Agreement shall be binding upon and inure to the benefit of parties and their respective successors and assigns, provided, however, that neither party shall have the right to assign its rights hereunder or any interest herein.

8. **NO WAIVER; CUMULATIVE REMEDIES.** No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided herein are cumulative as provided herein and not exclusive of any remedies provided by law.

9. **MODIFICATION.** No modification or waiver of any provision of this Settlement Agreement nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided however, implementory and minor amendments to this Settlement Agreement may be made by the unanimous written agreement of the County Manager, the County Attorney, Frank Burt and Bruce C.

Matheson without referral to the Parties for ratification, adoption or approval by execution of the Parties.

10. **HEADINGS.** Headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Settlement Agreement for any other purpose.

11. **ENTIRE AGREEMENT.** This Settlement Agreement and all of the documents referred to therein, represent the entire agreement between the parties concerning the subject matter hereof.

12. **ATTORNEYS' FEES.** Should any party hereto institute any action or proceeding in court or otherwise to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Settlement Agreement, the prevailing party shall be entitled to receive from the non-prevailing party such amount as the court may judge to be reasonable attorney's fees for the services rendered to the prevailing party in such action or proceeding, plus the prevailing party's costs and expenses therein, regardless of whether such action or proceeding is prosecuted to judgment.

13. **DISPUTE RESOLUTION PROTOCOL.** The Parties and their counsel agree to cooperate in good faith in implementing this Agreement and in the preparation and execution of the Crandon Park Master Plan, the Declaration of Restrictions and Entry of Final Judgment provided for herein, to consult in areas of difference, and to mediate those areas of disagreement so as not to frustrate the intent and purposes of this agreement. In the event that the Parties disagree as to implementation of any provision of this Agreement, neither Party will commence any litigation without first submitting the dispute to mediation for a minimum of a 30 day period.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed by appropriate officials and individuals as of the date and year first above written.

METROPOLITAN DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY:_____
Joaquin Avino, County Manager

By:_____
Clerk of the Board

_____
Margaret Matheson Randolph

_____
Malcolm Matheson, Jr.

_____
Julia Matheson Guy

_____
Frank S. Hight, III

_____
Lucy Matheson Hight

_____
Jean Guyton

_____
Anne Knowlton

Sarah Carleton

Judy Gould

Katharine Preston

Robert Wood

Carol Duell

Willis Wood

R. Hardy Matheson

Finlay L. Matheson

Bruce C. Matheson

Mary Meigs Matheson

Catharine M.E. Matheson

Paull Matheson

Peggy Clute

## EXHIBIT A

Tracts 1, 2, and 3 of MATHESON ESTATE, according to the Plat thereof, as recorded in Plat Book 34 at page 34, of the Public Records of Dade County, Florida.

**EXHIBIT B**

(Depiction of Tennis Center Site -- 28 acres more or less)

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**Exhibit C**

Amended
Substitute
Agenda Item No. 4(JJ)
7-18-96

RESOLUTION NO. 900-96

RESOLUTION AUTHORIZING THE APPROVAL OF THE MASTER PLAN FOR CRANDON PARK LOCATED AT 4000 CRANDON BOULEVARD, IN COMPLIANCE WITH SECTION 33-303 OF THE CODE OF METROPOLITAN DADE COUNTY

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference, and has conducted a public hearing in compliance with the provisions of Section 33-303 of the Code of Metropolitan Dade County, Florida,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA,** that:

Section 1. This Board hereby finds and declares that the Master Plan for Crandon Park, located at 4000 Crandon Boulevard, more specifically described as follows:

> THE NORTH 1790 FEET OF TRACT 1 AND ALL OF TRACT 2 AND 3 OF KEY BISCAYNE AS SHOWN IN PLAT BOOK 34, PAGE 34, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA,

is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of Metropolitan Dade County, Florida, and in so finding, has considered, among other factors, the type of function involved, the public need therefor, the land use pattern in the area, alternative locations for the facility and the nature of the impact of the facility on the surrounding property.

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Section 2. This Board hereby approves the Crandon Park Master Plan in substantially the form attached, in accordance with the recommendations in the attached memorandum, a copy of which is attached and incorporated herein by reference; provided, however, that such approval is granted with two express modifications. First, that section of the Crandon Park Master Plan entitled "Crandon Park Visitors and Nature Center" shall be modified to add the following language at the conclusion of that section:

> The direction sign designating the Nature and Visitors' Center shall read: **"Crandon Park Visitors' and Nature Center"**, conforming in all aspects with the Crandon Park Signage Guidelines and Standards, Appendix "O".
>
> At the entrance door to the Visitors' Center a sign, no larger than 12" x 14" shall read: **"Visitors' Center"**, conforming in all aspects with the Crandon Park Signage Guidelines and Standards, Appendix "O".
>
> At the entrance door of the Nature Center a sign, no larger than 12" x 14" shall read: **"Marjory Stoneman Douglas Biscayne Nature Center"**, conforming in all aspects with the Crandon Park Signage Guidelines and Standards, Appendix "O".

Second, Appendix E of the Crandon Park Master Plan ("Commercial Imagery and Recording Rules") shall be revised in accordance with the recommendation of the County Manager, who is hereby authorized and directed to meet with representatives of the film industry and to negotiate to conclusion a final revision to said Appendix E. The

County Manager is hereby authorized to take appropriate action to accomplish and implement the Crandon Park Master Plan.

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

| | | | |
|---|---|---|---|
| James Burke | aye | Miguel Diaz de la Portilla | aye |
| Betty T. Ferguson | aye | Maurice A. Ferre | aye |
| Bruce Kaplan | absent | Gwen Margolis | absent |
| Natacha S. Millan | aye | Dennis C. Moss | aye |
| Alexander Penelas | absent | Pedro Reboredo | aye |
| Katy Sorenson | aye | Javier D. Souto | aye |
| Arthur E. Teele, Jr. | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of July, 1996

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. RAG

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# MEMORANDUM

Amended
Substitute
Agenda Item No. 4(JJ)

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: July 16, 1996

FROM: Armando Vidal, P.E.
County Manager

Robert A. Ginsburg
County Attorney

SUBJECT: Crandon Park Master Plan

R#900-96

Recommendation

It is recommended that the Board approve the attached final Master Plan for Crandon Park on Key Biscayne, in substantially the form attached.

Background

I. Crandon Park and Litigation History. In 1940 the Matheson family conveyed 900 acres of Key Biscayne to Dade County for use as a public park, in exchange for Dade County's commitment to build a causeway to the key. The Rickenbacker Causeway was completed in 1947, and shortly thereafter Crandon Park was opened to the public.

Clearly one of the most outstanding park properties in the United States, Crandon Park has always been a complex amalgam of recreational, environmental, historical and cultural attributes. Since the Park was established nearly five decades ago, it has passed through numerous stages of growth and change that have had significant impact on the Park's resources and character.

In 1986, Dade County approved the first stage of construction of the world class tennis facilities that attracted the Lipton International Players Championship Tennis Tournament (the Tournament). Beginning in 1987 and continuing through the present, the annual spring Tournament has brought substantial public benefit to the County and to its image worldwide.

Throughout the course of the annual Tournaments and the construction of the tennis facilities in Crandon Park, however, the Matheson heirs have engaged the County in ongoing litigation challenging the appropriateness of the Tournament and the Tennis Center at Crandon Park as a "public park" use. "Public park use" of all Crandon Park lands was required as a term of the conveyance of the Park from the Matheson family to the County. In the first case brought by the Mathesons, the court ruled that the Tournament as it was conducted in 1986 and 1987 violated the public park use requirement. In response, the County substantially changed the way the Tournament was conducted, to ensure that the public has access to all the Park's facilities during the Tournament period.

In 1990, Dade County approved the construction of the stadium at the Tennis Center at Crandon Park. Again the Matheson heirs brought litigation, this time challenging the appropriateness of a stadium as a public park use. At the conclusion of that litigation, the court ruled that the County had a right to build a stadium, but that the Mathesons could reopen the prior litigation to challenge the design and use of the stadium.

The Matheson heirs thereafter reopened the prior litigation, challenging the planned design and use of the stadium. They also kept open a fourth case challenging the Tennis Center at Crandon Park under the state's growth management laws.

II. The Settlement Agreement and draft Crandon Park Master Plan. Rather than engage in further protracted litigation over the County's use of Crandon Park lands, representatives of the County and the Matheson heirs in 1992 engaged in extensive negotiations that resulted in a Settlement Agreement. The Settlement Agreement establishes a mechanism for determining "once and for all time" the uses to which the County may put the Crandon Park lands, specifically including permissible Tennis Center uses and Tournament activities. Central to that mechanism is the creation of a Crandon Park Master Plan.

Pursuant to the Settlement Agreement, this Board on July 13, 1993, approved a draft Crandon Park Master Plan (Resolution No. R-861-93). The draft plan was developed by Mr. Artemas Richardson, a principal with the nationally recognized professional park planning Olmsted Firm. That approval was granted subject to the express understanding that "a more detailed text depicting permitted structures and uses is anticipated in connection with the completed plan"; that certain concerns remained to be resolved in consultation with the professional park planner; and that the final plan would be made the subject of a binding covenant, which is subject to the approval of the Board of County Commissioners.

The Settlement Agreement expressly provided that the Matheson family and the County were permitted to present objections to the draft plan as a part of the process for developing the final plan. During the three years since approval of the draft plan, the Matheson family and the County have mutually consented to several extensions of the deadline for negotiating differences over the objections and achieving the final plan. During this time, staff of the Parks and Recreation Department, as well as other County Departments, have engaged in extensive negotiations with the Matheson family, consulted numerous times with the professional park planner, and received extensive comments, suggestions and requests from many persons and organizations in the community with an interest in the final Crandon Park Master Plan. Recently, on June 20, 1996, the Parks and Recreation Department conducted a public informational meeting to explain certain aspects of the proposed final plan and to hear and act on comments from the public prior to submission of a proposed final Crandon Park Master Plan to the Board of County Commissioners. The proposed final plan and public comment on it have also been considered by the Parks, Recreation and HAFB Re-use and Redevelopment Committee of the Board of County Commissioners.

III. The Crandon Park Master Plan. The proposed final Crandon Park Master Plan consists of 105 pages of text and over 20 appendices setting forth design and other detailed standards and features. Attached to this recommendation are a copy of the basic 105-page text and some appendices that present significant policy choices for the design of Crandon Park. The full plan will be available at the public hearing, and for several weeks has already been available for review at the clerk's office, the office of the Parks and Recreation Department and at other locations.

As indicated in the attached Site Review Committee Report, which is incorporated herein by reference, the final Crandon Park Master Plan is acceptable to staff and is recommended for your approval.

Upon the approval of the final Crandon Park Master Plan, the County is required by the Settlement Agreement to record a binding covenant requiring Crandon Park to be developed in accordance with the plan. A separate item has been placed on today's agenda to provide for approval of the binding covenant. After approval of the final plan and recording of the covenant, the plan may be amended only in accordance with the provisions of the Settlement Agreement, which require the constitution of an amendment committee and that committee's approval of any revisions. Any and all significant changes will also be subject to this Board's approval pursuant to the public hearing process provided by Section 33-303, Code of Metropolitan Dade County.

Attachments

# MEMORANDUM

TO: Armando Vidal, P.E.
County Manager

DATE: July 10, 1996

FROM: Site Review Committee

SUBJECT: Park and Recreation Dept. – Crandon Park Master Plan – GF 96-11

Recommendation

This application for approval of the final Crandon Park Master Plan was reviewed by the Dade County Site Review Committee on June 7, 1996. All committee members recommend that the Master Plan be approved in substantially the form attached.

Background

The Dade County Site Review Committee's task is to review projects pursuant to Section 33-303 of the Code of Metropolitan Dade County, and to make recommendations regarding the public need for the proposed facility, the potential impact of the proposed facility upon the surrounding community, and other similar considerations.

The Park and Recreation Department is requesting approval of the final Crandon Park Master Plan. The Site Review Committee has reviewed the Master Plan and makes the following observations and recommendations.

I. Origin And Development Of The Crandon Park Master Plan

In 1940 the Matheson family donated approximately 900 acres of land on Key Biscayne to Dade County for use as a public park in exchange for the County's commitment to build a causeway to the key. The Rickenbacker Causeway was completed in 1947 and shortly thereafter Crandon Park was opened to the public.

Plans to build a professional tennis center on Crandon Park were developed in 1987 and plans for a stadium were approved by resolution in September 1990. As construction of the tennis stadium commenced, the Matheson family filed suit against Dade County on the premise that the commercial nature of the stadium project violated the park's deed restrictions which required that the land be used for public park purposes only.

An agreement resolving all outstanding litigation was reached between the Matheson family and Dade County in January 1993. This settlement agreement contains two main features. First, the agreement specifically addresses the future use of the tennis center; second, it calls for the creation of a Master Plan for the entire 900 acre park. Once the plan has

been developed, the County is required by the Settlement Agreement to record a binding covenant requiring Crandon Park to be developed in accordance with the plan as finally adopted. The plan thereafter may be amended only in accordance with the requirements of the Settlement Agreement.

On July 13, 1993, the Board of County Commissioners approved a draft Crandon Park Master Plan, pursuant to Resolution No. R-861-93. The draft plan was developed by Mr. Artemas Richardson, a principal with the nationally recognized professional park planning Olmsted Firm. That approval was granted subject to the express understanding that "a more detailed text depicting permitted structures and uses is anticipated in connection with the completed plan"; that certain concerns remained to be resolved in consultation with the professional park planner; and that the final plan would be made the subject of a binding covenant, which is subject to the prior approval of the Board of County Commissioners.

The Settlement Agreement expressly provided that the Matheson family and the County were permitted to present objections to the draft plan as a part of the process for developing the final plan. During the three years since approval of the draft plan, staff of the Dade County Parks and Recreation Department as well as other County departments have engaged in extensive negotiations with the Matheson family, consulted numerous times with the professional park planner, and received extensive comments, suggestions and requests from many persons and organizations with an interest in the final Crandon Park Master Plan. Recently, on June 20, 1996, the Parks and Recreation Department conducted a public informational meeting to explain certain aspects of the proposed final plan and to hear and act on comments from the public prior to submission of a proposed final plan to the Board of County Commissioners. The proposed final plan and public comment on it have also been considered by the Parks, Recreation and HAFB Re-use and Redevelopment Committee of the Board of County Commissioners.

Public Need for the Facility

The enhancement of Crandon Park will improve the recreational amenities available to Dade County residents and visitors, while preserving and protecting the valuable natural resources located there.

Description of Facility Function

Crandon Park is a 900 acre area wide park with varied passive and active recreational amenities. The primary objective of the Crandon Park Master Plan is, first, to develop an overall plan for park structures and uses that are consistent with "public park purposes," and second, to upgrade and enhance the recreational facilities already existing in the park. The park includes a tennis center as well as a golf course, the beach area, gardens, bike paths, picnic areas, parking, concession stands, nature trails, mangrove preservation areas, marinas and multi-purpose sports fields.

Crandon Boulevard is lined with native vegetation and under the 1993 proposed plan would have had a 150-foot wide, two-part pedestrian underpass connecting the parking lots on the east side of the boulevard to the tennis center. This feature will separate the pedestrian traffic from the vehicular traffic. In order to reduce the speed of traffic on the Boulevard, the plan suggested calls for redesigning certain parts of Crandon Boulevard, particularly along the northern and southern ends of the tennis center where pedestrians are likely to frequent.

One of the biggest challenges of the plan was screening the tennis stadium. This was accomplished in 1993 by creating a barrier landscaped perimeter around the tennis center and planting lush landscaping throughout the park. Additionally, the reorientation of the parking lots on the beach side of the park and lining the parking lots with trees will provide additional screening.

The final Master Plan provides for removing the north entrance to the Marina and eliminating the direct boulevard cross-over. It provides for a pedestrian/bicycle grade level underpass of Crandon Boulevard. It provides for modifying the Bear Cut Bridge to accommodate the northbound bicycle path. The Dive Shop at the Marina is proposed to be reduced to 530 square feet. The plan provides for 20 dry storage slips for sailboats, and would restrict all future leaseholds. The Crandon Park golf course would be preserved, and its name changed. Under the proposed plan, the use of the golf clubhouse would be restricted and the use of pads for temporary trailers would be curtailed.

At the Tennis Center, the vehicular entrance will be relocated to the south, and the existing Tennis Center entrance and service entrance will be closed to vehicular traffic. Under the proposed plan, the fountain will be replaced with a large shade tree as provided in the landscape plan.

Calusa Park, an area of approximately 5 acres at the south end of Crandon Park, is proposed to be modified to a more natural resource oriented, passive recreational use. Accordingly, Calusa Park's name is proposed to be changed to Calusa Mangrove Trail. The plan calls for the removal of the existing Calusa Playhouse, play equipment and tennis courts and the development of a new Calusa Mangrove Trail (3,500 linear feet). The park will be restored with native vegetation and become part of Crandon Park's existing West Point Preserve.

On the beach side of Crandon Park the plan calls for the consolidation of the parking lots and a reduction in the size of the park office to 900 square feet. Under the plan, the marked softball/baseball ball fields will be removed and replaced with an all purpose sports field which will not have artificial lighting.

The Gardens at Crandon Park are proposed to be retained and restored in a manner basically consistent with a plan for the Gardens approved by this Board in 1991. Under the proposed plan, there would be 13 modifications to the 1991 Gardens plan, as well as a name change.

The new plan also calls for the eventual installation of a graywater irrigation system throughout all the landscaped areas in Crandon Park and the connection of all restrooms to the public water and sewer system in the median of Crandon Boulevard.

Existing Land Use Pattern

The entire 900 acre park is zoned GU and designated for park use. The Village of Key Biscayne lies to the southwest and south with a variety of longstanding commercial and residential uses abutting the Park boundary. Virginia Key and Bear Cut lie to the northwest. Virginia Key contains a number of uses, including public utilities, institutional uses and commercial uses.

Alternate Locations

The Crandon Park Master Plan is proposing to upgrade and enhance facilities in an existing park and, therefore, no alternate sites have been reviewed.

Comprehensive Development Master Plan

The Adopted 2000 and 2010 Land Use Plan (LUP) of the Dade County Comprehensive Development Master Plan (CDMP) designates various parts of the subject property either for "Park and Recreation" or "Environmentally Protected Park" use.

The Parks and Recreation category of the CDMP Land Use Element, as well as other parts of the CDMP, including the Recreation and Open Space Element and the support components of both elements, describe the wide variety of both active and passive recreational opportunities available to Dade County residents and visitors. (CDMP Land Use Element, Park and Recreation Category, pp. I-21.2 and I-21.1; CDMP Recreation and Open Space Element, pp. VIII-I-VIII-7; and support components for both elements.) The more active recreational uses in Crandon Park are planned for the areas designated "Park and Recreation." Other areas of Crandon Park, designated "Environmentally Protected Parks," are characterized by valuable environmental resources intended to be managed in a manner consistent with the goals, objectives and policies for development of the applicable environmental resources or protection area. Passive recreational opportunities and resource enhancing facilities may be provided in those areas.

Impact of the Facility to Surrounding Land Uses

The proposed final Crandon Park Master Plan is the result of extraordinary planning effort and cooperation among Mr. Artemas Richardson, the Matheson family, the Dade County Parks and Recreation Department and several other County departments, the Dade County School Board, and numerous other members of the community. In that process, a concerted effort has been made to preserve the integrity of all environmentally sensitive areas of Crandon Park. No negative impacts on uses surrounding Crandon Park are envisioned.

Staff Recommendations

A) The Department of Planning, Development and Regulation makes the following findings and recommendation:

The Department of Planning, Development and Regulation recommends approval of the final Crandon Park Master Plan in substantially the form attached. The original draft plan was prepared in compliance with Section 33-303, Code of Metropolitan Dade County, and the Settlement Agreement between Dade County and the Matheson family, and was approved by the Board of County Commissioners pursuant to Resolution R-1433-92 on December 1, 1992. The revised plan is not a substantial deviation from the original. Further, concurrency Level of Service (LOS) standards for solid waste, mass transit and fire are at acceptable levels for approval of this application. The Parks and Recreation Department further advises that concurrency Level of Service standards for parks are at acceptable levels for approval of this application, and the Public Works Department advises that LOS for roads is at an acceptable level for approval of the application.

B) The Department of Environmental Resources Management makes the following observations and recommendations:

The Department of Environmental Resources Management recommends approval of the final Crandon Park Master Plan in substantially the form attached.

1. Potable Water Supply and Wastewater Disposal:

Public water and public sanitary sewers can be made available to serve this site; therefore, connection of any proposed facility will be required. All sewer lines will be required to comply with exfiltration standards as applied to wellfield protection areas. Existing public water and public sanitary sewer facilities and services meet the Level of Service (LOS) standards set forth in the CDMP. Furthermore, the proposed development order, if approved, will not result in a reduction in the LOS standards subject to compliance with the conditions stipulated by DERM for this proposed project.

Notwithstanding the foregoing, in light of the fact that the County's sanitary sewer system has limited sewer collection/transmission and treatment capacity, no new sewer service connection can be permitted until adequate capacity in the sanitary sewer collection/transmission and treatment system is available at the point in time when the project will be contributing sewage to the system or if approval for alternative means of sewage disposal can be obtained. Use of an alternative means of sewage disposal shall be an interim measure, with connection to the public sanitary sewer system required upon availability of adequate collection/transmission and treatment capacity.

2. Water Conservation:

DERM is actively promoting water conservation in order to more efficiently use the southeast Florida water resources. Accordingly, the department will require that the water conserving fixtures be incorporated into the design of the proposed project as required by the South Florida Building Code.

If irrigation is desired, drip irrigation techniques should be used where appropriate and should indicate the use of moisture sensors and rain shut-off devices. However, if a sprinkler system is utilized, the system should use low precipitation sprinklers and shall not throw water onto non-planted areas or off the property.

Furthermore, the use of a "gray water" irrigation system will require State of Florida permit. The best possible alternative may be the use of treated effluent from the Virginia Key Plant, provided that an acceptable chloride concentration may be obtained from the treatment plant acceptable for irrigation. Treated effluent may be used for other applications in the park such as toilet flushing.

As for the landscape materials, applicable native plant materials and drought tolerant species are recommended for water conservation. Lists of these types of plants commonly available in the southeast region of Florida can be found in the Xeriscape, Plant Guide II published by the South Florida Water Management District.

3. Water Management:

All stormwater runoff must be retained on-site utilizing properly designed infiltration or seepage type drainage systems to accommodate a 5-year storm event. Oil and grease separators shall be required on all drainage structures. If an overflow outfall system is used, the first inch of runoff or 2.5 inches times the percent imperviousness, whichever is higher, must be pretreated by an infiltration or exfiltration system. Furthermore, a DERM Class II Permit is required for drainage with an overflow outfall system.

An Environmental Resource Permit issued by the Florida Department of Environmental Protection or the South Florida Water Management District may be required for this master

plan. The applicant is advised to contact the two agencies for a determination of the appropriate permit.

All development shall comply with all county and federal flood criteria requirements. The proposed development order, if approved, will not result in a reduction in the LOS standards for flood protection set forth in the CDMP subject to compliance with the conditions stipulated by DERM for this proposed project.

4. Coastal:

A Class I Permit for work in tidal waters will be required for any proposed work on, over or upon tidal waters including, but not limited to, seawalls, mangroves trimming or removals, etc. All roadway improvements must avoid wetlands when possible. Additionally, the restroom/overlook facility must be located on the uplands. The applicant must minimize the unavoidable impacts. Invasive, exotic species including, but limited to, those listed in the Dade County Landscape Manual may not be used in landscaping and should be eradicated from the subject property.

5. Hazardous Waste:

The subject site does not appear to be within the boundaries of any former disposal or contamination site. However, the property is located within one mile of a former solid waste disposal or contamination site. Accordingly, the development of this property will require conditional approval from the Hazardous Waste Section of DERM at the time of building permit. Said conditional approval permit will provide that the developer shall cease construction activities and immediately notify DERM upon encountering an area of former solid waste disposal or contamination.

6. Tree Preservation:

Section 24-60 of the Code requires the preservation of tree resources. A Dade County tree removal permit is required prior to the removal or relocation of any trees. The applicant is advised to contact DERM staff for permitting procedures and requirements prior to development of site and landscaping plans.

6. Concurrency Review Summary:

The department has conducted a concurrency review for this application and has determined that the same meets all applicable LOS standards as specified in the adopted Comprehensive Development Master Plan for potable water supply, wastewater disposal and flood protection. Therefore, the application has been approved for concurrency subject to the comments and conditions contained herein.

This concurrency approval does not constitute a final concurrency statement and is valid only for this initial development order as provided for in the adopted methodology for concurrency review. Additionally, this approval does not constitute any assurance that the LOS standards would be met by any subsequent development order applications concerning the subject property.

In summary, DERM does not object to the request provided that all Code requirements contained herein are properly addressed by the applicant.

**DADE COUNTY SITE REVIEW COMMITTEE**

**Governmental Facilities Application**
**Park and Recreation**
**Crandon Park Master Plan**
**GF 96-11**

Jack Clark, Chief
Right-of-Way Division
Public Works Department

Esther Calas, P.E., Assistant Director
Public Works Department

Reinaldo Villar, Assistant Director
Department Planning, Development
and Regulation

Gregory A. Adkins, Section Supervisor
Zoning Evaluation/Plan Review
Department Planning, Development
and Regulation

Alyce M. Robertson, Assistant Director
Department of Environmental
Resources Management

Barbara Matthews, Principal Planner
Capital Improvements and Planning
Fire and Rescue Department

William Liddy, Architect
General Service Administration

Victor J. Monzon-Aguirre, Director
General Service Administration

**REVISION TO THE MASTER PLAN**
**DRAFT DATED MAY 3 1996**

PAGE 14: **Change:** "Provide Restrooms and an elevator for handicapped persons in the existing clubhouse as needed."
**To:** Provide for handicapped persons in the existing clubhouse as needed.

PAGE 40: **Delete Sentence:** "William Lyman Phillips designed the stiff, geometric shape of the lots, which in no way reflects the rhythm of the shoreline or of the natural vegetation areas of the Park, and is a disruptive design element." Revision date; 6/25/96.

PAGE 54: **Change: (32)** "From the Adoption Date of this Master Plan, the Dade County Parks Department shall implement a fee system for use of the Crandon Park Lands by all vendors, permitees (sic), lessees, promoters, concessionaires or other purveyors of goods or services upon Crandon Park Lands, which shall include a fee which is the greater of a flat fee to be determined by the Parks Department, or a minimum of 10% of *all* gross revenue generated by the permittee, leasee, promoters, concessionaires or other purveyors whose activities occur on the Crandon Park Lands. All such fees and revenue shall be devoted to implementing the Crandon Park Master Plan and maintaining the Crandon Park Lands."
**To:** From the Adoption Date of this Master Plan, the Dade County Parks Department shall implement a fee system for use of the Crandon Park Lands by all vendors, permittees, lessees, promoters, concessionaires or other purveyors of goods or services upon Crandon Park Lands, which shall include a fee which is the greater of a flat fee to be determined by the Parks Department, or a minimum of 10% of *all* gross revenue generated by the permittee, leasee, promoters, concessionaires or other purveyors from any activities occur on the Crandon Park Lands for which a price, charge, trade, barter or fee is imposed.. All such fees and revenue shall be devoted to implementing the Crandon Park Master Plan and maintaining the Crandon Park Lands.

PAGE 68: **Change:** "They shall be removed from the Crandon Park Lands within thirty days of the Adoption Date."
**To:** The storage containers and trailer currently housing offices for the golf tournament shall be removed within seven (7) days after the completion of the 1997 tournament. Revision date; 7/09/96.

PAGE 68: **Change:** "This temporary space shall not be used more than two weeks before or more than one week after the tournament."
**To:** This temporary space shall not be used more than 30 days prior to the beginning of the actual Senior's Professional Tournament. Revision date; 7/03/96.

PAGE 78: **Change:** "The Tennis Stadium as constructed in 1994 shall have 7,500 permanent seats and up to 6,500 temporary seats."
**To:** The Tennis Stadium located at the Tennis Center site shall have no more than 7,500 permanent seats and no more than 6,500 temporary seats.

PAGE 84: **Change the Name:** "The Botanical Gardens", throughout the Master Plan.
**To:** The Crandon Park Gardens, throughout the Master Plan. Revision date; 7/03/96.

PAGE 85(B): **Change:** "The functional art shall be limited to bridge railings no higher than four feet and four small sites each limited to one hundred square feet."
**To:** The functional art shall be limited to bridge railings no higher than four feet. An additional 400 square feet of functional art shall be permitted throughout the Gardens provided that no one site exceeding more than 100 square feet, or that there be no more than eight (8) total sites throughout the Gardens regardless of size. Revision dates; 6/07/96, 6/25/96, 7/09/96.

PAGE 86(C): **Change:** "No event held in the Botanical Garden shall use any electronic ampliation (sic) of voices or sound."
**To:** All events held in Crandon Park Gardens shall comply with the sound restrictions of the General Provisions and Restrictions (6). Revision date; 6/25/96, 7/09/96.

PAGE 87 (Building 2): **Change:** "Remove turtle house and raise planter bed to top of wall or remove wall."
**To:** Remove turtle house and rebuild planter bed wall to a height not to exceed 24 inches with a seating coping, using coral rock for the wall. Revision date; 6/25/96.

PAGE 96: **Change:** "In no event shall more than 500 persons be permitted admittance to the Nature Center classrooms throughout any one day, and members of the public shall have access to all areas of the Nature Center after 2:00 PM on week days and on Saturdays, Sundays and holidays."
**To:** In no event shall more than 500 persons be permitted admittance to the Nature Center classrooms throughout any one day, and members of the public shall have access to all areas of the Nature Center after 2:30 PM on week days and all day on Saturdays, Sundays and holidays. Revision date; 6/25/96, 7/09/96.

PAGE 98: **Insert:** An asphalt tram trail (10 feet wide) may be built from the Nature Center northward to a turnaround point near the Mangrove Wetland area.

PAGE 99: **Change:** "The following specific provisions of this Master Plan shall, subject to the Settlement Agreement, be accomplished pursuant to the following order by category":
**To:** The following specific provisions of this Master Plan shall, subject to the Settlement Agreement, and the availability of economic or other resources to complete them, be accomplished pursuant to the following order by category: Revision date; 6/25/96

**APPENDIX B: Crandon Park Lands Landscape Guidelines and Standards (Draft 7/09/96)**

PAGE 14: **Change:** "Plant materials maintained in inventory or otherwise on the Crandon Park Lands as of the Adoption Date in aggregations which would violate the aggregation standard appearing on page 7 of these Guidelines and Standards (i.e., 'no more than four identical type trees shall be planted adjacent to each other'),..."

**To:** Plant materials maintained in inventory or otherwise on the Crandon Park Lands as of the Adoption Date in aggregations which would violate the aggregation standard appearing on page 7 of these Guidelines and Standards (i.e., 'no more than five identical type trees shall be planted adjacent to each other'),... Revision date; 6/25/96, 7/09/96.

PAGE 10(3) Plant Material Size: **Change:** "Trees shall be a minimum of fifteen (15) feet in overall height with a spread proportional to the height immediately after planting."
**To:** Large and Medium Canopy Shade and Flowering Trees ( per Master Planting List) shall be a minimum of fifteen (15) feet in overall height with a spread proportional to the height immediately after planting. Revision date; 6/25/96.

**APPENDIX E: Commercial Imagery and Recording Rules (Draft Dated 7/09/96)**

RULE 3: **Change:** "There shall be no more than three (3) simultaneous shoots (production or still) on Crandon Park Beach at any one time that require equipment and/or vehicles (maximum : 2 cars and 1 motor home per shoot), of any kind to be parked or staged in the three (3) pre-designated areas along the Promenade walkway. The Park will assign designated areas on a first come first serve basis"
"In addition to the three shoots in the pre-designated areas, an additional three (3) simultaneous still shoots (with permits) will be allowed on Crandon Park Beach. These shoots shall be small in size. All equipment, props, etc. required must be transported to the shoot location from the parking lot without the use of vehicles. All other Crandon Park areas shall be limited to one (1) shoot per area at any one time."
**To:** There shall be no more than four (4) simultaneous shoots (production or still) in pre-designated areas on the Crandon Park Beach at any one time that require equipment and/or vehicles (maximum : 2 cars and 1 motor home per shoot), of any kind to be parked or staged in the four (4) pre-designated areas along the Promenade walkway. The Permit issued by the Film Office can reflect the order in which the permits for the same day requested should be honored by the Park. Revision date; 7/05/96.
In addition to the four shoots in the pre-designated areas, an additional four (4) simultaneous still shoots (with permits) will be allowed on Crandon Park Beach. These shoots shall be small in size. All equipment, props, etc. required must be transported to the shoot location from the parking lot without the use of vehicles. All other Crandon Park areas shall be limited to one (1) shoot per area at any one time. Revision date; 6/28/96.

RULE 5: **Change:** "No signage may be posted anywhere on the Crandon Park Lands ( including parking lots and service areas). Guide maps shall be available at the Park Office."
**To:** Directions for shoot locations may not be posted anywhere on the Crandon Park Lands ( including parking lots and service areas). Guide maps shall be available at the Park Office.

RULE 21: **Change:** "All video, photo, films, recordings etc. shall contain a credit, easily readable in print or lasting at least four seconds in film or audio, reflecting the origin of such media at 'Crandon Park, Miami, Florida'."
**To:** The Park & Recreation Department requests and where appropriate shall require, (i.e., editorial print and features), that any video, film, photos, recordings etc. using Crandon Park

lands, contain a credit reflecting the origin of such media at "Crandon Park, Miami, Florida". Revision date; 7/05/96, 7/09/96.

RULE 23: **Delete Rule in its entity:**
**Add:** RULE 23. All revenue arising from fees from the origination of commercial imagery or recordings on Crandon Park lands shall be considered a donation to the County solely for the enhancement and/or maintenance of the natural beauty of Crandon Park. The Park & Recreation Department shall establish a donation fee schedule‡, (stated fees are to be considered as minimum), in the following categories that reflect the type, size and impact of commercial imagery at Crandon Park. All user fees and requirements are minimums and are subject to upward adjustment by the Parks department.

| | |
|---|---|
| Commercial or Feature Film* - | Donation Fee: (minimum $500 per day)<br>Parking Fees for up to 4 vehicles included; additional vehicles at normal fee |
| Still Photography* - | Donation Fee: (minimum $100.00 per day)<br>Parking Fees for up to 4 vehicles included; additional vehicles at normal fee |

* All Direct Cost expenses shall be charged back to the production company.

‡ The Donation Fee Schedule shall be adjusted to the Regional Consumer Price Index (CPI) every other year and approved by the Board of County Commission or their designated representative.

All fees must be paid by noon on the business day prior to the shooting (video and film by 10:00 AM; still photo and recording by 12:00 Noon). Fees are not refundable. Revision date; 7/05/96.

Early gate openings must be requested by the permitted person before 3:00 PM on the day before shooting.

IMPACT FEES*: **Delete this section in its entity:**

DRAFT - May 3, 1996

# THE

# CRANDON PARK

# MASTER PLAN

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## FORWARD

This Master Plan contains within its pages information of the utmost value to everyone who is concerned with standards and restrictions which will help perpetuate the use of public park land.

Crandon Park had its beginning in 1929 with Mr. A.D. "Doug" Barnes, as the first County Parks Department employee, inviting the American Institute of Park executives to Miami for their annual conference. Included in the conference was a fish chowder party on the beach under the coconut palms on Key Biscayne. In attendance were Mr. Matheson, who owned a portion of the beach on Key Biscayne, Doug Barnes and several county officials, including Commissioner Charles Crandon. As Barnes explained in his thorough History of Dade County Park System 1929-1969 The First Forty Years (1986) "[M]any of the park people, under the spell of the rustling palms [at the Key Biscayne chowder party], were enthused about an opportunity to set aside such a tropical isle or a piece of one for a one of a kind park." This did come to pass in 1940 with a donation to Dade County from the Matheson Family of nine hundred and seventy-five acres of their property on Key Biscayne. This Master Plan is dedicated to the foresight of Mr. A.D. "Doug" Barnes.

"Unless someone blunders in the future, the citizens of Dade County are going to have a public park that cannot and will not be equaled in the Americas -- North or South America ... This is the future of this new land - unless ruined by those unto whose hands it will be placed."

Charles Crandon, Dade County Commissioner
Park Dedication Ceremonies 1949*

Crandon Park is "a rare and invaluable resource; one that most areas of the country would envy." Dade County Parks Department, Crandon Park: The Next Fifty Years, p. 47.

Crandon Park is recognized as a "sylvan spot of tranquility." White v. Dade County, 563 So.2d 117, 120 (Fla. 3d DCA 1990)(Judge J.J. Gersten).

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Crandon, Country Bumpkin at 64-66.

# CRANDON PARK MASTER PLAN

Prepared By:

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Bruce C. Matheson
Matheson Family

1993-1994-1995

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The Master Plan Site Plan and other graphic materials are prepared in color. Computer discs of this Master Plan containing both text and color drawings have been deposited with and are available from the Historical Museum of Southern Florida, Dade County Public Library, Dade County Park and Recreation Department, Dade County Clerk's Office, 111 N.W. 1st Street, Miami, Florida 33128; Telephone (305)375-5126.

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## INTRODUCTION

The island of Key Biscayne, and what is now referred to as Crandon Park, have a long and colorful history. Beginning with European discovery in 1497, the island has hosted Spanish explorers, Caribbean pirates, Native Americans, a coconut plantation and urban development. Complementing its history are Crandon Park's exceptional environmental qualities. Its barrier island shoreline, sea grasses, wetlands, coastal hammocks, fossilized mangrove reef (unique in the world), and bird rookeries cannot be overrated. This rich historical and environmental backdrop provides Crandon Park with unparalleled recreational opportunities that include boating, fishing, swimming, picnicking, nature study, walking, bicycling, tennis and golf.

Since Crandon Park was donated to Dade County by the Matheson Family in 1940,[2] the planning efforts of William Lyman Phillips have been its development guide. The integrity, quality and historic value which these plans gave the Park must be preserved, particularly in view of the many other forces which have affected the Park in the last fifty-three years, exacting their toll on its physical and environmental resources.

In 1988, disputes arose between Dade County and the Matheson Family on certain activities on the Crandon Park Lands.[3] Under a 1993 Settlement Agreement between Dade County and the Matheson Family, the parties agreed to the creation of a comprehensive Master Plan for Crandon Park, "to determine for all time" "all permitted uses of various areas on the Crandon Park Lands, including guidelines and

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The Crandon Park Lands include Tracts 1, 2 and 3 in Plat Book 34 at page 34 of the Public Records of Dade County, Florida (hereinafter the "Crandon Park Lands").

White v. Metropolitan Dade County, 563 So.2d 117 (Fla. 3d DCA 1990); Malcolm Matheson, Jr. et. al. v. Dade County, Case No. 91-3207 (CA-15)(11th Cir. Dade Cty, Fla.), Dade County v. Malcolm Matheson, Jr. et. al., 605 So.2d 469 (Fla. 3d DCA 1992); Malcolm Matheson, Jr. et. al. v. Dade County, Case No. 88-24491 (CA-10)(11th Cir. Dade Cty, Fla.)(Emergency Motion for Supplemental and Additional Relief and to Amend Final Judgment; Settlement Agreement signed January 14, 1993). The Matheson Family claimed that the County's operation of an International Professional Tennis Tournament, and plans for construction of a "professional sport franchise facility" on the Crandon Park Lands, violated the simple use restriction contained in the Mathesons' deeds to the County; "This conveyance is made upon the express condition that the lands hereby conveyed shall be perpetually used and maintained **for public park purposes only**...".

standards for the type, location, size, color, landscaping and other features of all structures, improvements and recreational and other facilities to be located in Crandon Park or on the Crandon Park Lands." [Settlement Agreement ¶1(a)]. This Master Plan is essential if Crandon Park is to provide an experience that captures its real history, utilizing, yet preserving its natural amenities to maximize future benefits to the residents of Dade County. This Master Plan establishes that Crandon Park is a cherished natural treasure with a focused purpose described in this document, to be carefully sustained as an inheritance for our children and our children's children, in perpetuity.

## STATEMENT OF INTENT

The following statement of intent shall govern this Master Plan and be used in construction of its various provisions:

The Crandon Park Lands shall be held in trust for all future generations as a place where urban dwellers may escape the stresses of the urban environment for renewal and refreshment in harmony with nature and naturally functioning ecosystems. The Crandon Park Lands provide woodland and beach settings which contain special aesthetic beauty and offer priceless natural resources which are to be preserved and properly maintained for all time. The Crandon Park Lands shall provide a native and tropical woodland, a field and beach setting emphasizing passive recreation, serenity, beauty, and a retreat from the noise and congestion of the urban area, and a return to nature for park patrons. Commercial activity shall be strictly limited and such activity as is permitted shall be directly related to and designed to have the least impact possible on the Crandon Park Lands. The Crandon Park Lands belong, for all time, to the people of Dade County, so that every man, woman and child, rich or poor, who frequents the Crandon Park Lands, may say "this is my park and I have a right to be here."

## GENERAL OBJECTIVES

## PLANNING PREMISES FOR THE CRANDON PARK MASTER PLAN

### General Goal

To rehabilitate and restore Crandon Park to serve all the residents of Dade County as their premier Metropolitan Park for all time.

### General Park Objectives

1. To preserve and enhance Crandon Park's unique character as a Natural Resource Based Metropolitan Park;

- Provide primarily passive, natural resource-based recreation experiences
- Balance conservation of natural and historical resources with public use and enjoyment

2. To restore Crandon Park's aesthetic and historic character;

- Reestablish a lush tropical landscape
- Reintroduce the historic coconut palm
- Reestablish Crandon Boulevard as a scenic park road
- Remove all commercial signs and benches
- Screen out tennis stadium and maintenance facilities
- Minimize adverse, unsympathetic impacts on natural areas
- Restore the health of natural systems
- Prohibit incremental degradation of Crandon Park Lands

3. To establish a unified, cohesive identity for Crandon Park and its activity areas;

- Create a clear statement of welcome at the Causeway entrance

- Develop limited, well-defined [traffic crossovers] which safely unify the various activity areas
- Develop a standard signage style
- Introduce South Florida Vernacular as the cohesive architectural style

4. To improve pedestrian and bicycle use of Crandon Park;

    - Develop circulation routes throughout the Park
    - Provide safe access to and within all activity areas
    - Provide a variety of walking and non-motorized wheeling experiences throughout the Park
    - Minimize conflicts with vehicles

5. To minimize adverse impact of automobiles in the Park;

    - Minimize all cross-traffic along Crandon Boulevard
    - Minimize points of automobile/pedestrian/bicycle conflict
    - Make parking areas more compatible and sympathetic to the Park's character

6. To improve the Park's recreational experience;

    - Recreate historic open fields
    - Develop natural and historical interpretive areas
    - Create a variety of areas that promote creative learning experiences and which are themed around the Park's historic and natural attributes and emphasize natural materials
    - Provide access for people with disabilities
    - Provide for family and group picnicking
    - Permit appropriately scaled special events
    - Provide additional, convenient visitor information signs and exhibits
    - Assure adequate showers, drinking fountains and restrooms

- Improve existing shelters, concessions, drinking fountains and restrooms
- Add family and shade spaces

7. To establish a timetable, priorities and dedicated funding sources for completion of the features of this Master Plan.

## DESIGN OBJECTIVES FOR SPECIFIC AREAS

### CRANDON BOULEVARD

I. Design Objectives:

- Create an identifiable Park theme and welcoming entrance
- Create a relaxed Park road character along Crandon Boulevard
- Reintroduce coconut palms and a historic landscape theme with lush tropical and native plantings
- Reduce hazardous cross-traffic along the Boulevard
- Provide positive separation of pedestrians and recreational bicyclists from vehicles
- Facilitate movement of vehicles and speed bicycles through the Park and into various activity areas.

### CRANDON PARK MARINA

I. Design Objectives:

- Improve the efficiency of traffic circulation
- Enhance the aesthetic character and appeal of the Marina
- Provide for the preservation of the Rookery Island
- Provide for the preservation of the Tern Nesting Area
- Provide for erosion control of the shoreline with riprap and mangroves
- Provide 3 to 5 picnic shelters (300 sq.ft. each) on the grass area of Pelican Point
- Remove all boats from Pelican Point
- Provide for public access, picnicking and observation along the western edge of the Marina area
- Permit a Dive Shop operation which includes a building for office (maximum size 530 sq. ft.), tour and merchandise sales and dock space that currently exist
- Permit dive shop activities including chartered dive trips and off-site certification instruction of the existing size

- Provide for charter and private boat slips and moorings of the size that currently exist
- Provide a marina restaurant with designated parking to correspond to code requirements for seats for food and beverage sales in the restaurant
- Remove restaurant and all other advertising signs from Crandon Boulevard frontage
- Provide for a 2-story dock master building, with a first floor offering toilets, showers, and laundry, and a Bait and Tackle shop (maximum size: 1,250 sq. ft); and a second floor for dockmaster offices (maximum size: 1,000 sq. ft)
- Retain, construct and/or renovate all existing and future permanent structures in the South Florida Vernacular Architectural Style.
- Provide for an outdoor picnic area next to the bait and tackle shop of the existing size
- Provide for additional boat trailer parking by removing the existing fenced boat trailer compound and renovation of existing parking
- Provide adequate trash receptacles throughout the Marina area
- Remove all trailers and/or camper trucks providing office space
- Retain and renovate existing restroom buildings
- Provide limited restricted parking for Marina tenants
- Permit boating activities on private, rented or chartered vessels as currently exists
- Provide restaurant service for the boating and general public
- Permit sale of merchandise and fuel serving the boating and general public of the size that currently exist
- Promote picnicking and nature observation

## IBIS PRESERVE

I. Design Objectives:

- Restore degraded areas to natural system functions
- Preserve the integrity of undisturbed natural areas
- Maintain limited access to tours led by qualified naturalists
- Maintain a canoe zone along Biscayne Bay

- Promote nature observation and educational activities including nature study and field work
- Promote restoration activities including rehabilitation of wetlands and some uplands

## CRANDON PARK GOLF COURSE

I. Design Objectives:

- Provide for vehicular access from Crandon Boulevard
- Improve the aesthetic character of the drive to the clubhouse by screening out all storage, maintenance and service yard areas
- Provide for pedestrian and bicycle access to the golf course
- Retain existing tennis club complex
- Retain, construct and/or renovate all existing and future permanent structures in the South Florida Vernacular Architectural Style
- Provide limited additional machinery storage at existing golf cart shed location
- Provide limited bulk storage in the maintenance area
- Provide for the existing driving range golf pro building
- Provide for limited clubhouse, restaurant/bar, patio snackbar, golfshop, locker rooms and park offices as needed
- Permit clubhouse activities, including food and beverage service, administration, and golf-related room and patio rentals
- Provide restrooms and an elevator for handicapped persons in the existing clubhouse as needed
- Retain the existing shelter and boat landing on Biscayne Bay
- Promote golfing activities, including public play, tournaments, special golf events and instruction
- Promote tennis activities, including public play, tournaments, special tennis events and instruction
- Retain existing sales area for golf merchandise

## CRANDON PARK TENNIS CENTER

I. Design Objectives:

- Provide for vehicular access from Crandon Boulevard
- Improve the efficiency of vehicular circulation within the Tennis Center
- Provide for pedestrian and bicycle access to the Tennis Center
- Provide for better pedestrian access and scale within the Tennis Center
- Improve the aesthetic character of the Tennis Center grounds through extensive, lush, tropical and native landscaping
- Provide for the existing Stadium
- Screen Stadium from all points on Crandon Boulevard and all points between the Boulevard and the Beach
- Retain all existing permanent structures now built in the South Florida Vernacular Architectural Style
- Renovate and build all new structures in the South Florida Vernacular Architectural Style
- Provide for the existing clubhouse and locker rooms
- Provide for a total of seventeen hard courts, five of which are lighted
- Provide for eight clay surface tennis courts and three grass surface courts
- Provide for storage of maintenance equipment, bulk materials and supplies in the Stadium
- Provide for tennis activities, including public play, tournaments, exclusively tennis-related events and instruction
- Limit the tennis merchandise sales area to its present size
- Permit clubhouse activities (including administration, room rentals and meetings) relating exclusively to tennis
- Permit indoor snack and beverage vending

## WEST POINT PRESERVE

I. Design Objectives:

- Limit access to tours by qualified interpretive naturalists
- Restore degraded areas to their original natural and/or historic characters
- Preserve the integrity of the undisturbed natural areas
- Maintain canoe access to Biscayne Bay from the Lake
- Promote canoeing, nature observation, and guided nature walks
- Advance the preserve boundary eastward to Crandon Boulevard
- Implement restoration activities of wetland and upland areas
- Maintain a 1,000 foot wide "no motor" zone along the outer most edge of the western Biscayne Bay shoreline, the sea grass beds and sand flats
- Maintain a 1,000 foot wide manatee zone along the southwestern shoreline
- Provide for a 3,500 linear foot boardwalk loop nature trail
- Except as provided for, prohibit any disturbance in the preserve

## FIRE STATION

I. Design Objectives:

- Provide for vehicular access from Crandon Boulevard
- Permit Fire/Rescue activities only if the Park is serviced from this station by the Dade County Fire Department.
- Retain and/or renovate all existing permanent structures in the South Florida Vernacular Architectural Style.

## CALUSA MANGROVE TRAIL

I. Design Objectives:

- Provide vehicular access from the Crandon Boulevard Rotary

- Provide for pedestrian and bicycle access the Calusa Mangrove Trail from the new pedestrian/bike trail westward of Crandon Boulevard
- Retain and modify existing shelter and restrooms
- Retain existing parking for access to the new Calusa Mangrove Trail
- After year end 1997, remove all other buildings and structures, and restore the Calusa area with flowering trees and native vegetation and provide three 300 sq.ft. picnic shelters
- Provide a pedestrian mangrove experience for pedestrians through a 3,500 linear foot elevated boardwalk loop into the West Point Preserve with interpretive signage
- Restore habitats for native and migratory fauna
- Provide limited visual and sensory interpretation of flora and fauna

## ARCHAEOLOGICAL SITES

I. Design Objectives:

- Provide for and protect existing and future archaeological sites
- Furnish interpretive signage for public education
- Stimulate public awareness by providing information about prehistoric patterns of Tequesta Indians on Key Biscayne through non-commercial interpretive activities in the Crandon Park Botanical Garden

## CRANDON PARK SERVICE AREA

I. Design Objective:

- Provide for vehicular access from the Crandon Boulevard Rotary
- Screen completely the maintenance area from all Park roads, paths and walkways
- Clean-up, organize and properly maintain all material and equipment
- Provide security for machines, materials and records
- Provide for a garbage/trash compactor or in the future, a more technologically advanced device for temporary storage of Park refuse
- Retain and/or renovate all existing structures

- Retain park service activities, including vehicle and machine maintenance and storage, materials storage, tool storage, trades shops and offices, staff lunch room and fuel pumps
- Provide a means to chip and/or mulch and recycle the Park's vegetative matter

## THE CRANDON PARK BOTANICAL GARDEN

I. Design Objectives:

- Provide for vehicular access from Crandon Boulevard
- Provide for pedestrian and bicycle access to The Botanical Garden
- Promote walking, nature observation, picnicking and limited non-commercial art appreciation
- Permit interpretive activities of the Park's historic, cultural and environmental resources
- Permit limited shelter and grounds rental
- Permit appropriately scaled special events
- Introduce limited canoeing
- Retain and/or renovate all Master Plan permitted existing and future structures in the South Florida Vernacular Architectural Style
- Except as specifically provided in this Master Plan, implementing the general goals and objectives of the "Master Plan for the Gardens at Crandon Park" set forth as Appendix T attached hereto and by this reference made a part hereof.

## CRANDON PARK CABANAS

I. Design Objectives:

- Provide for vehicular access from South Beach Parking Lot by permit only
- Provide for pedestrian and bicycle access to the Cabanas
- Improve the aesthetic character of the Cabanas and grounds
- Redesign the existing Cabanas using the existing structure footprint, but in groups of 3 or 4 with common space between, and new Cabanas to

conform to South Florida Vernacular Architectural Style for all Crandon Park buildings

- Provide upon demand new Cabanas south of the existing Cabana foundations for up to 6 renters
- Retain the existing restroom and concession structures serving the Cabanas
- Permit daily, weekly, monthly and seasonal rentals of Cabana units

## PARKING AND BEACH DRIVE

I. Design Objectives

- Provide for vehicular access from both the north and south Crandon Boulevard entrances
- Improve the efficiency of vehicular access, parking and visitor drop-off
- Create natural yet effective traffic control devices which do not obstruct the Park's scenic qualities
- Improve the aesthetic character of the central allee and of the Beach Drive
- Raze existing Park Office, and provide a Park Office at the South Beach Parking Lot toll booth (maximum size: 900 sq. ft.) in the South Florida Vernacular Architectural Style
- Permit limited bicycle and roller skate and roller blade rental at the roller rink.
- Permit Park management activities including administrative offices, public information desk and map display in Park office
- Prohibit any increase of the existing parking spaces and enlargement of other parking areas
- Provide for the existing Boulevard crossings for pedestrians and bicycles and an additional one upon demand.
- Provide for a permeable parking lot surface

## CRANDON PARK BEACH

I. Design Objectives:

- Improve the aesthetic character of the entire Beach with landscaping
- Provide for pedestrian and bicycle access to the beach activity areas
- Provide picnic areas that include open, informal play fields, family picnic tables, small group picnic shelters and large group picnic shelters
- Provide for no more than three concession buildings at convenient locations with limited snack bar food and beverage sales
- Provide lifeguard observation towers along the shoreline
- Maintain a 1,000 foot wide "no boat" zone along the beach
- Provide a Lifeguard Headquarters Tower
- Provide limited storage for lifeguards' vehicles and boats
- Provide additional landscaping, including coconut palm groups, dune vegetation and natural plantings throughout all of the Beach areas
- Retain and renovate existing restroom buildings
- Provide for adequate outdoor showers, restrooms with changing areas and drinking fountains
- Permit walking, jogging and bicycling, tram and train rides, picnicking, parties, open field games, beach games, sunbathing, swimming, nature observation, and limited appropriately scaled special events
- Permit limited and appropriately scaled rentals of picnic shelters, umbrellas and lounge chairs with mats (300 maximum)
- Permit Park management activities, including administrative offices, storage, locker rooms and first aid
- Permit limited and appropriately scaled print media and film industries photography
- Retain and/or renovate all existing permanent structures in the South Florida Vernacular Architectural Style.

## CRANDON PARK VISITORS AND NATURE CENTER

I. Design Objectives:

- Provide for vehicular access from Crandon Boulevard
- Provide for pedestrian and bicycle access to the Nature Center
- Provide for the Nature Center to become the "gateway" into the Bear Cut Preserve
- Provide for one dual-purpose South Florida Vernacular Architectural Style building comprised of a Nature Center, primarily serving school children, and a Park Visitors Center, serving the general public
- Provide for a Park Visitors' Center and include visitor orientation, office space, storage and restrooms
- Provide for a Nature Center and include classrooms, restrooms and teacher work space
- Provide for a self-releasing turtle hatchery
- Provide for a temporary plant propagation shade house for native plant restoration projects
- Promote indigenous passive non-commercial environmental and historical education activities, including classroom study, field study, nature observation, lectures, films and literature only during daylight hours
- Provide Park orientation activities, including lectures, films, workshops, exhibits, staff contact and guided tours

## BEAR CUT PRESERVE

I. Design Objectives:

- Provide for vehicular access from the north beach parking lot
- Provide for a single point of access for pedestrians, trains, trams, and bicycles, into the Preserve through the Park Visitors' and Nature Center
- Provide for the restoration and protection of the historic natural systems in the Preserve

- Provide for interpretive trails with signage
- Provide for a South Florida Vernacular Architectural Style shelter/restroom and observation structure in the vicinity of the fossilized mangrove reef
- Restrict boat access into the sea grass beds and shoals with a 1000 feet wide "no boat" zone
- Provide for the protection of present and future archaeological resources
- Promote nature observation, walking, bicycling (excluding the Crandon Blvd. bicycle path), sun bathing, swimming, snorkeling, nature study, interpretive tours and field study only during daylight hours
- Implement restoration of wetlands, coastal areas and uplands with native plantings.
- Provide for a 10' wide paved bicycle path to run from the North Beach parking lot to the Bear Cut bridge
- Any structure shall be constructed in the South Florida Vernacular Architectural Style

## PLANNING PROCESS

Pursuant to the 1993 Dade County-Matheson Settlement Agreement, the Olmsted Firm was engaged to provide initial Master Plan documents. The Matheson Family submitted various Objections, and Dade County and the Matheson Family then undertook an extensive review and restatement of the initial Olmsted Master Plan documents. A Committee was formed among a County Parks Department representative, a Matheson Family representative and a representative of the Olmsted Firm to comprehensively revise and restate the Master Plan documents, taking these Objections into account and incorporating other agreed features and understandings. The Committee refined and restated the Master Plan documents, which shall now become the "Crandon Park Master Plan" contemplated in the Settlement Agreement.

## SITE ANALYSIS

# THE PRESENT SITUATION

## AREA DESCRIPTION[4]

Characteristics. Key Biscayne is part of a chain of barrier islands extending southward from Miami Beach. It is separated from the mainland by Biscayne Bay, a body of water about 38 miles long that varies in width from 3 to 9 miles. Key Biscayne itself has a maximum length of 4.5 miles and a maximum width of 1.6 miles, yet averages closer to 0.8 miles wide. Its average elevation is approximately 5 feet above sea level. The central portion of Key Biscayne is highly developed. The west-central portion bordering Biscayne Bay contains over 1,100 homes, while the east-central portion contains over 4,200 condominium and hotel-motel units. Crandon Park, operated by the Dade County Park and Recreation Department, occupies approximately 975 acres on the northern half of the Island. The southern 410 acres of the Island consists of the Bill Baggs Cape Florida State Recreation Area. Key Biscayne and Biscayne Bay are two of the primary recreational resources for Dade County.

Geology. Key Biscayne is a barrier island surrounded by Biscayne Bay on the West and the Atlantic Ocean on the East. In their natural state, barrier islands are constantly shifting and when wave energy is relatively low, sand tends to accumulate on the beach slope. With the arrival of stormy fall and winter weather, the trend is reversed and sand is eroded from the beach and deposited on near-shore sand bars. Key Biscayne was created from material cut from the sea floor by wave action and, most recently, by dredging and filling western portions of the island. The result was the development of natural beach on the eastern or Atlantic side of the Key and the growth of mangroves and mudflats on the western or bayside.

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For more information on the general area see Crandon Park "The Next Fifty Years" 1989 Dade County Park and Recreation Dept. available at the Dade County Public Library.

History. The history of Key Biscayne extends back almost 2,000 years. It includes a diverse and fascinating combination of cultures, people and events. From earliest times the island hosted Tequesta Indian settlements, discovery and exploration by John Cabot in 1497; visits by Juan Ponce de Leon and Escalante de Fontenada in the early 1500's, landings by Black Caesar and other pirates; and encampments of Union and Confederate soldiers and sympathizers during the Civil War. The Cape Florida lighthouse was built in 1825.

In the early 1900's William J. Matheson acquired a majority of the island's 2,270 acres from Mary Osborn. He continued to hold title to the island for many years, building a tropical nursery, small zoo and working coconut plantation. In 1940, Mr. Matheson's heirs deeded approximately 975 acres to Dade County for a park and public beach.[5] In 1947 Key Biscayne was linked with the mainland by the Rickenbacker Causeway and Crandon Park was opened to the public. Since then, other portions of the original Matheson coconut plantation have been developed into hotels, motels, condominiums, single family residences and shopping areas.

Flora and Fauna. Vegetative cover on Key Biscayne includes red, white and black mangroves, coconut and sabal palms, typical beach shrubs and native grasses. Except in planned landscapes, there is little natural vegetation remaining in residential areas. The natural vegetation remaining is primarily restricted to the southern, northwestern, and extreme northeastern portions of the island. Many exotic species have acclimated to South Florida, filling unoccupied ecological niches and effectively disrupting the island's natural ecosystem. Major exotic intruders affecting the Key include Australian Pine, Brazilian Pepper and Cane Grass.

Offshore vegetation consists primarily of extensive seagrass beds. These grass beds are principally turtle and manatee grasses and Cuban shoalweed. They provide shelter for small aquatic species such as crabs and small fish. The importance of these grass beds as biological communities stems from the fact that the plants serve both as primary producers and substantial contributors to the detrital matter. Moreover, the root systems of these grasses act as sediment accumulators and stabilizers.

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Deed of Gift: Plat Book 34 at Page 34 of the Public Records of Dade County, Florida.

Resident wildlife species on the Key are comparatively limited. The more common species include various passerine birds, herons, egrets, terns, gulls and a variety of snakes, lizards, landcrabs, toads, small rodents and raccoons. The mangrove areas on the northwestern shore are used by ospreys, herons, egrets, pelicans and frigate birds for nesting, while shallow water near shore areas is used extensively by foraging wading birds. Other species found in the area include the American peregrine falcon, brown pelican, great white heron, roseate spoonbill, and mangrove cuckoo. The Key is located within a major north-south migratory flyway, and also periodically receives a wide variety of non-avian migratory species. Several of these species are considered endangered or threatened, including the Atlantic Ridley, hawksbill, leatherback, loggerhead, and green turtles, and the West Indian Manatee.

Climate.[6] Key Biscayne is located in the subtropical portion of Florida. The climate is greatly influenced by its proximity to the Atlantic Ocean, the warm northward-flowing Florida Current a short distance offshore, and the prevailing southeasterly tradewinds. Winters are mild with temperatures averaging about 70°F. Summer temperatures average about 80°F. Rainfall is relatively high, averaging between 50 and 60 inches per year, with about 70% of the total rainfall occurring from June to October and about 10% from December through February.

Weather Bureau records show that, on the average, southeast winds prevail about 28% of the time, easterly winds about 23% of the time, and northeasterly about 17% of the time. The prevailing east and southeast winds are generally moderate and average about 10 mph. The northeast winds generally are stronger, and during the fall and winter months occur frequently during storms.

Roadways. As an island, Key Biscayne has historically had limited access. Crossing Biscayne Bay, Virginia Key and Bear Cut, the Rickenbacker Causeway, completed in 1947, is the Island's only link to the mainland. There are occasions when beach or special event traffic effectively blocks incoming and outgoing vehicular access. In 1988 Crandon Boulevard (2.21 miles in the Park) was

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National Climate Center Ashville, N.C.

designated as a Historic highway by the State of Florida.[7] This law states that `no public funds' may be spent for alterations of the physical dimensions or location of Crandon Boulevard, running three-quarters the length of Key Biscayne.

Existing Park Development. Crandon Park's 975 acres have gradually been developed into a variety of recreation areas. They include:

- 36 acre/240 wet slip marina complete with dry storage, restaurant, bait and tackle shop and charter boats
- 26 acre mangrove preserve south of the marina
- 213 acre championship 18 hole golf course, fronting Biscayne Bay, complete with restaurant, proshop, a ten court tennis complex and parking for 215 automobiles
- 32 acre tennis center composed of 27 courts, a 7,500 permanent seat stadium and a clubhouse
- 292.4 acre mangrove area along the western and southwestern side of the Park, including a 5 acre lake
- .58 acre Dade County Fire Station
- 3.76 acre Calusa Park, a small community park with four tennis courts, recreation building and small theater
- .40 acre Florida Power and Light Company Substation
- 1.94 acre park service area
- 44.6 acre former zoo site
- 3.68 acre children's amusement area

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Chapter 88-418, Laws of Florida (1988). See Appendix M.

- 48 acres of palm-lined beaches
- 30.7 acres of shaded picnic areas, food concessions and a multi-purpose sports field
- 2.8 acre site with a 875 square foot Nature Center classroom
- 133.4 acre nature preserve along the northeast side of the Park with nature trails and a unique petrified mangrove reef

Over the years, Crandon Park development proceeded piece-meal as funds became available. Some recreational facilities, such as a bathhouse, restrooms, refreshment stands, picnic grounds, marina and golf course were completed as a part of the preliminary master plan. Other recreational facilities that were later developed included a zoo, amusement area, community park, and tennis tournament complex, but were not part of the original plan. They were typically completed in response to a County or Departmental effort to better serve some segment of the resident, business or tourist population's recreational needs.

From 1948 through to the mid-1970's, Crandon Park was among the most popular of all Dade County beaches. In some years over 3 million people were attracted to the beach, amusement area, zoo, marina, and golf course. The situation changed dramatically with the closing of the amusement area in 1976, and the relocation of the zoo in 1980. Visitation dropped dramatically, and the composition of visiting groups changed from primarily family groups to a mix of families, teenagers and young singles. This change was particularly evident on the beach side of the Park. By 1993 the situation had changed back to a family weekend park.

The success of Crandon Park in providing area residents with beach type amenities is well documented. However, it is evident that Park infrastructure elements are unable to adequately serve present day visitors. Some of the more observable problems which must be overcome follow:

1. As it exists now, Crandon Park is disjointed, both visually and functionally. It is difficult to perceive the Park as a whole. Many elements are so different in function, name, physical design and management that they are not even

recognized as being a part of the Park. Circulation is confusing to a point that it is dangerous.

2. It is obvious from a survey of architectural styles within Crandon Park that there has been little or no coordination of design at a master plan level. The disparity of styles, materials and colors heightens the perception of Crandon Park as a disjointed collection of unrelated parts. While some structures have been well-maintained, others have been vandalized or are simply beginning to wear out.

3. Most of the original beach facilities constructed between 1947 and 1955 now require extensive rehabilitation or replacement. Many other facilities are simply inadequate in size, location, or level of service to continue adequately serving the current visitor population. There is a distinct lack of logic and clarity of pedestrian flow from the parking lots to the beach. The result is a set of facilities that do not necessarily provide a satisfactory experience for present or future customers.

4. For a variety of reasons, the Park has been physically and philosophically bisected in terms of development, rehabilitation and clientele. The Park east of Crandon Boulevard represents the original and more traditional regional park. To the west of Crandon Boulevard, with perhaps the exception of the marina proper (a part of the original Park plan) are the upscale "crown jewels" of the county enterprise facility network. The clientele of each side is considerably different. While there is no public exclusion from the marina, restaurants, golf course and tennis center, they are, by their nature, price selective or exclusive to only a certain segment of the public at large. Perceived and real differences in physical condition, signage and levels of maintenance expenditures heighten this split.

5. Park utilities are generally insufficient to handle current demands placed on them. Sewage lines except for the tennis center, and marina, for example are non-existent; and older septic tank/drain field systems regularly backup causing customers and Park managers constant problems. Water and irrigation systems leak water and, in some cases, are no longer safe for use. Electrical lines within the Park suffer from both salt water intrusion and insufficient load capacity. In an increasing fashion, utility constraints are indirectly acting to diminish total customer satisfaction.

6. Severe erosion is affecting the sand shoreline of the Park, particularly the northernmost end of the beach and around to Bear Cut. Erosion problems are similarly affecting a unique fossilized reef, adjacent sea grass beds, and native upland coastal hammock system. Other areas of the Park's natural setting are also stressed and deteriorating. A combination of uncontrolled intrusion of exotic vegetation, poor resource management, and the destructive impacts of unlimited public access are eroding the remaining natural biological community park.

7. Local island residents are increasing their use of the Park for typically community-oriented recreational activities. While public relations with many groups have improved as a result of this use, the Park has suffered since major portions of the Park are being usurped for athletic fields at the expense of other Park patrons.

8. The sign system is confusing. Too many different sizes, materials and styles are now being used, contributing to misconceptions of where and what the Park really is. Placement of signs is inconsistent and often illogical. The names which have been used for the Golf Course and Tennis Center give the impression that they are not a part of Crandon Park and are not open to the public.

9. The two Park maintenance areas contain large quantities of non-functional machinery, disorderly piles of new and used material, much of which is allowed to continually deteriorate.

These existing amenities are more particularly described as follows:

## CRANDON BOULEVARD

When he undertook the initial planning of Crandon Park, William Lyman Phillips developed three successive layout schemes. The first provided an East and a West Park drive, related to the coasts of the Key and leaving the central portion open for uninterrupted pedestrian access between all recreation areas. The second, which retained these drives, added a central drive, essentially in the same location as the Boulevard we know today. The third eliminated the coastal drives and open recreation space. It featured only the central, bifurcated Crandon Boulevard which, in effect, separated the Park into two distinct sections, linked only by a strong

central allee. This plan, while never officially adopted by the County, has been the basis for development over the past half century.

Recognizing the Park's previous existence as a coconut plantation, Phillips lined Crandon Boulevard with Coconut Palms, supplementing these with a dense background planting of native trees and shrubs. In the median strip this planting screened the north and south-bound lanes from one another, creating for each set of lanes a sense of serenity -- with walls of green contributing to a park-like ambience and withdrawal from the tensions of city traffic. The median plantings were echoed on the outer sides of the Boulevard as well -- the whole resulting in a drive between and beneath arching branches and fronds. Crandon Boulevard provided a special welcome and set the character of the Park for the visitor. It combined a recognition of the Park's historic heritage and its unique native vegetation.

Over the years, due to many factors, including the 1970's Coconut Tree Blight, the Boulevard's special character has eroded. The welcome at the Bear Cut Bridge and the unified Park image has been forgotten. With the growth of the Village of Key Biscayne and the Cape Florida State Recreation Area, traffic volumes have increased substantially, and the pace of living today has contributed to increased traffic speeds -- even 45 mph restrictions are being ignored by a driving public which finds 55 or 60 mph more suited to its 1990's vehicles and to its wish to travel to somewhere quickly. The aftermath of Hurricane Andrew in 1992 left much of the median and roadside plantings denuded, the north and south-bound lanes in full view of one another, and today Mr. Phillips' restful park drive more nearly reflects a busy, arterial highway.

Today, traffic speed and density, augmented by frequent vehicular crossovers and turn-arounds between the north- and south-bound lanes and a lack or discontinuance of safe pedestrian and bicycle crossings connecting the east and west sides of the Park generate numerous potential accidents. At the Marina, there is risk of accident with drivers towing boats on trailers from the Marina, or when "leisure bicyclists," emerging from the Bear Cut Bike Trail, cut directly across speeding traffic on Crandon Boulevard. It must also be noted that "through bicyclists" or "speed bicyclists" who approach via the Bear Cut Bridge traverse the Park en route to the Village of Key Biscayne via special, narrow lanes along the sides of Crandon Boulevard.

## MARINA

Crandon Park's location on Key Biscayne, with frontages on the Atlantic Ocean and on Biscayne Bay, provides it with the rich resources of first-class beaches and of a harbor offering outstanding opportunities for sail and power boating, for fishing and for diving. The fact that the Marina lies at the south terminus of the Rickenbacker Causeway makes it the first park feature and facility to be seen by the visitor. The Marina's appearance, maintenance and composure -- or lack of composure -- create a lasting impression of the Park.

Presently the Crandon Marina has the appearance of a typical, commercial venture, and does *not* present itself as a part of the Park. Signs on Crandon Boulevard in front of the Marina advertise its restaurant and a large number of other, unrelated signs of varying size, color and quality within the Marina are visible from the Boulevard. Parked cars within as little as ten feet of the roadway add the reflection of their windshields to the motorist's view of the Marina, at the same time usurping what could otherwise be a foreground of trees, shrubs and grass -- hallmarks of a park experience and park values.

The Marina facilities buildings - restaurant, dive shop, bait and tackle shop, dock master's office, restrooms, toll booth and boat rental offices - vary in architectural style, color and size, some being trailers or even small, undistinguished stalls or booths, and some being substantial structures. All are identified by prominent signs, and these are supplemented by other signs promoting photographic film, colas and other commercial products. As though their heterogeneous signs alone could not adequately draw the public to them, the power boat and fishing cruiser charter stalls are lined up along the waterfront, parallel to the Boulevard, and covered by a prominent blue-and-white striped canopy, 235-feet long. The boat and trailer storage areas and a large, waterside gantry provide utility, but deny beauty to Crandon Park's Marina.

Vehicular circulation within the Marina is confusing and it is virtually impossible to drive between some parts of the complex. As is pointed out in the "Crandon Boulevard" section above, the exit from the Marina to the Boulevard is dangerous, as evidenced by a significant number of recorded accidents.

The Dive Shop is a 530-square foot trailer, with a partial deck, stairs and a ramp for handicapped persons leading to the front door. On the deck are a soft drink machine and an ice chest. The front of the trailer is adorned with signs inappropriate to Crandon Park. There is a 144 sq.ft. Chickee at the southeast corner of the trailer.

The Dock Master's Offices are presently located in a 720 square foot trailer, located in the parking area median almost midway between the Bait and Tackle Shop and the Restaurant. It would be highly desirable to eliminate trailers as permanent structures everywhere in the Park.

The existing Bait and Tackle Shop, like the Dive Shop, is presently covered on all sides with signs, ice machines, telephones, trash barrels, and similar commercial excrescences. The roof of the building is, itself, a mammoth sign. On its east side a camper, with its electric line tied into the building, serves (as a sign on its side proclaims) as the Shop's office. Between the camper and the building a wooden enclosure has been constructed, contributing to the heterogeneous and disorganized appearance of the whole.

North of the Bait and Tackle Shop's main door is a pleasant paved area, shaded by palm trees and providing benches and tables for enjoying a leisurely quayside snack. The ambience of this area is spoiled, however, by the presence of a red canvas-covered tent-like booth offering "CORN & CHEESE", "BURGERS" and so forth.

The large boat hoist immediately south of the Bait and Tackle Shop has two drive-through bays. Since only one can be used at a time, and the one farthest from the waterfront cannot be used at all as long as there is a vehicle in the other, it is desirable to remove the eastern most bay altogether.

South of the Boat Hoist is a fourteen lane launching ramp for boats on trailers and an adjoining parking lot, about half of which is devoted to permanent dry storage.

Approximately three hundred feet west of the Marina's Pelican Point lies a 3.5 acre mangrove island which serves as a rookery for Pelicans and Frigate Birds.

## IBIS PRESERVE

The Ibis Preserve in Crandon park lies between the Marina and the Golf Course and extends from Biscayne Bay to Crandon Boulevard. Covering more than 26 acres, it is a unique and environmentally sensitive tidal area, largely covered with Mangroves, and off shore sea grass beds and sand flats all of which are protected from disturbance.

The Preserve has unique flora and a wide variety of mangrove associated fauna such as sponges, jelly fish, mollusks crabs, fish and birds. The predominant bird species is the white Ibis which perch on the mangroves of the Preserve's Biscayne Bay shoreline.

## GOLF COURSE

The Golf Course in Crandon Park is its most fully developed -- and, certainly, its best maintained -- activity area. Nevertheless, there is much room for improvement in the Golf Course area and this Master Plan delineates the required improvements.

NOW The sign for the Golf Course used to read "The Key Biscayne Golf Course" but ~~not~~ it reads "The Links at Key Biscayne" both of which give the impression that it is not part of Crandon Park and not open to the public.

In addition to the Golf and Clubhouse facilities, there are currently a total of ten tennis courts, three of which are hard-surfaced, seven are clay, and three of which are lighted.

In the area between this small tennis complex and the Golf Cart Storage Building, an unsightly, barren area is used for the haphazard parking of non-functional golf carts, mowers and other mechanical equipment. This area is fenced with a wooden fence, and on part of the driving range side with chain link fencing. Inside and parallel to the wooden fence is an open shed housing bags of fertilizer and seed, as well as drums of lubricants and chemicals. A pile of wood chips and an assortment of picnic tables, trash receptacles, sawhorses and signs add to the unsightly appearance of the area. Both the non-functional machines awaiting

repair and the exposed maintenance materials will deteriorate rapidly if not stored under cover. Equipment which is broken beyond repair, tables, signs, boxes and other debris are stored here and elsewhere on the Golf Course.

The existing Golf Cart Storage Building received significant damage from Hurricane Andrew's (August 1992) winds. Its roof has been stripped of a large section of shingles and there are areas of broken or missing siding as well. Behind this building - between it and the driving range tees - is a trailer, currently housing offices for golf tournament personnel. Three storage containers are adjacent to this trailer.

Associated with the Driving Range, west of the Golf Cart Storage Building, is a small 'Pro Shop', where patrons of the driving range may secure buckets of golf balls, golf clubs and tees.

The parking area serving the Golf Clubhouse is convenient and efficiently laid out, with adequate islands defining the parking bays and providing space for tree plantings to shade the parked cars and provide a green and restful setting. Many of the trees in the parking area were damaged by Hurricane Andrew and should be replaced, which would contribute to the parking lot's role as a forecourt to the Clubhouse. The approach to the Clubhouse from the parking lot is via a wooden footbridge which crosses the western most planting island. The overall effect of the building is "modernistic", rather than modern -- an uncohesive juxtaposition of geometric shapes. Further, the entrance portico, which appears to serve only the pro-shop, should be made to include the restaurant as well. The Clubhouse badly needs restudy, simplification and conversion to the South Florida Vernacular Architectural Style.

A hip roofed structure with a wooden deck and bar and a flat roofed extension has been appended to the back of the Clubhouse building, opening conveniently onto the golf course, but adding to the heterogeneous architectural conglomeration. On the Clubhouse's north side, large glass windows in the lounge and dining room look onto the Clubhouse's service area.

Throughout the Golf Course there are displays, benches and signs bearing the logos, names and/or messages of commercial enterprises. Particularly noticeable throughout the course are advertisements for the Royal Caribbean Cruise Line --

displays varying from signs at each of the 18 holes to a large, roofed, 4-sided bulletin board beside the Clubhouse.

At Crab Point there is a forty foot long dock and a 683 sq.ft. thatched roof shelter located on the west shoreline adjacent to the 18th fairway available for golf related functions.

## TENNIS CENTER

The Crandon Park Tennis Center is located west of Crandon Boulevard between the Golf Course and the West Point Mangrove Preserve, and was constructed on top of a landfill. The entrance sign which reads "The International Tennis Center of Key Biscayne" and the large fountain located on Crandon Boulevard give the impression that facility is not part of Crandon Park and is not open to the public. A Tennis Stadium has been built at the location depicted on the Crandon Park Master Plan Site Plan map. A Clubhouse is located in the vicinity of the Stadium, and there are 27 tennis courts (17 hard, 8 clay and 2 grass surface). The existing Clubhouse, which shows evidence of uneven settlement resulting in cracks in the walls, is in need of restoration. Its configuration and its pink color are disturbing elements in attaining a unified and composed Crandon Park character. In spite of the overshadowing size of the Stadium, the Clubhouse occupies a focal position and is important throughout the year in serving the public.

## WEST POINT PRESERVE

West Point Preserve is a unique and environmentally sensitive area within Crandon Park, largely covered with mangroves, but containing both wetland and upland species of native plants. Covering more than 238 acres, it lies at the extreme southwest end of the Park, abutting the Tennis Center and Golf Course on the north, Biscayne Bay on the west, the Village of Key Biscayne on the south and Crandon Boulevard on the east.[8]

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The West Point Preserve is further protected by Dade County Ordinance No. R-1765-86; see Appendix I.

Within the Preserve are drainage canals, islands and a lake -- the latter abutting the Tennis Center on two sides. In addition to its unique and pristine flora, the Preserve contains a wide variety of fauna, including tree crabs, land crabs, coffee bean snails, a great many birds, reptiles and mammals. Two of the canals, opening into the lake abutting the Tennis Center Clubhouse and into Biscayne Bay, are navigable by canoe. The importance of preserving this ecologically significant tract in an undisturbed condition cannot be overemphasized.

The winds of Hurricane Andrew (August 1992) toppled a number of Australian Pines in West Point Preserve fronting on Crandon Boulevard, crushing Mangroves and other native flora as they fell. The remediation and replanting of this area are reflected in the Landscape Plan appearing in the Master Plan.

## FIRE STATION

The Fire Station is currently located in a Park building with frontage on the west side of Crandon Boulevard just north of the Crandon Boulevard Rotary in an area of .58 acres. The Station is manned and operated by the Dade County Fire Department.

## CALUSA PARK

The area known as "Calusa Park" contains 3.76 developed acres of Crandon Park near its south boundary and immediately west of the Crandon Boulevard Rotary. Although open to all residents of Dade County, it has evolved into a small community park for the residents of Key Biscayne offering four tennis courts, a recreation building, children's play equipment, and a community playhouse, and storage buildings. The Playhouse is an historic wooden structure which was originally located on the Matheson Coconut Plantation.

## ARCHAEOLOGICAL SITES

In the aftermath of Hurricane Andrew, three distinct areas of archaeological materials were uncovered in Crandon Park during archeological monitoring of the

Hurricane clean-up. These three areas have been recorded with the Florida Site File and two sites have been designated as an archaeological zone by the Dade County Historic Preservation Board. These sites are described as follows:

1. Bear Cut Dune Site (8DA5247)

This site is located on a relic dune that extends southwest from the beach in the Bear Cut Preserve. The dune extends southwestward towards Crandon Boulevard for about 1000 feet, making it one of the longest Tequesta sites in Dade County. A bicycle path follows much of the site because the path is located on the crest of the dune.

2. Crandon Median Site (8DA5248)

This site is located on a series of segmented sections of a relic dune that follows the alignment of Crandon Boulevard south of the Tennis Center entrance. This relic dune supports hammock vegetation and has been heavily impacted by the clean-up operation. The dune is located on a portion of the median and/or the east side of Crandon Boulevard. This site is included in the designated Key Biscayne Archaeological Zone.

3. Crandon Dune Site (8DA5249)

This well preserved site is located on a relic dune on the east side of Crandon Boulevard and just north of the Village of Key Biscayne boundary. adjacent to the old zoo. It is a very significant site because test excavations there have uncovered well preserved post hole molds that may indicate the exact size and format of Tequesta thatch houses - information not previously found anywhere in southeast Florida. Hundreds of prehistoric artifacts have already been uncovered from this site. This site is included in the designated Key Biscayne Archaeological Zone.

## SERVICE AREA

The Crandon Park Service Area is located between the Botanical Garden and Crandon Boulevard and is accessed by a drive from the Crandon Boulevard Rotary. Here an assortment of machines and materials are stored -- some in buildings and

some in the open -- on a 1.94 acre plot. The buildings, of varying size, shape, materials and condition, provide space for administration, shops and storage. The uneven surface of the maintenance yard retains sizable puddles of water after a rainstorm. Tractors, trucks, trailers, and other machines and accessories are parked haphazardly, interspersed without regard to size or use. Defunct machines are stored with operative ones. One old tractor has sat in one position long enough that a tree is growing through it. New materials -- pipes, fencing and wood and metal panels -- lean against buildings or are left in disorderly piles, together with discarded signs, park benches and other fixtures. Use of the spaces is not organized for efficiency or for protection of materials against corrosion, abrasion or crushing.

## THE BOTANICAL GARDEN

The site for the Crandon Park Botanical Garden was once home to the Crandon Park Zoo and Botanical Garden. Although the old Zoo closed in 1980, the site is still richly endowed with beautiful natural features. In 1991, the Dade County Board of Commissioners approved a new master plan for the site which strives to preserve and restore its natural attributes and enhance them with functional art and cultural features. This Master Plan enhances and expands upon the previous planning processes.

Although closed for thirteen years, the Botanical Garden has not been totally abandoned. It has periodically hosted a number of notable special events because of accessibility, existing access control, and scenic beauty. To accommodate these events the Parks Department has continued to maintain only the central portion of the old zoo. Time and insufficient maintenance funding have, however, hastened the deterioration of areas outside of the central portion. Structures throughout the site have been vandalized, cannibalized for materials, left to structurally deteriorate or altogether removed. Pedestrian circulation has become broken or eroded. The Children's Zoo bridge has been rendered unusable due to rot and decay. Areas outside of the Central Zoo have become cluttered with debris (machinery, equipment, etc.) and the storage of large bulk materials (sand, mulch, railroad ties, etc.). Utilities are similarly in disarray. Electrical poles and panels have been removed, leaving much of the site without service; water lines have been corroded by age and salt intrusion, causing water to leak into exhibit and canal areas; and restrooms are unable to support the original level of use because of corroded septic

tanks and filled drain fields. There are twenty-one old abandoned animal cages or pens remaining on the 44 acre site.

An analysis of existing vegetation found the Botanical Garden to be composed of a diverse collection of native and exotic ornamental trees, shrubs, ferns, and other herbaceous plants. Five vegetation zones were identified (1) Mixed Coastal Hardwood Hammock; (2) Mangrove Creek; (3) Date Palm; (4) Casuarina, and (5) Cultivated Ornamental. The zones did not always occur in a regular pattern, nor did they have equal width or density of plant cover. The position, configuration and diversity of plant species within each zone appeared dependent on land characteristics, such as topography, soil content and distribution, erosion, flooding and alterations caused by land fill or construction of berms, and the intrusion of exotic vegetation into natural plant systems.

## CABANAS

The existing Cabanas are located at the edge of the beach in the southeastern corner of Crandon Park. Most are rectangular units (8-ft x 10-ft), grouped in a straight line, in flat roofed, one-story buildings. A two-story structure at the northerly end of the Cabana group is semi-circular however, with the individual units being trapezoidal and somewhat larger. Each of the units opens onto a common porch, which provides shelter for the entire length of the complex. Most of the units are in bad repair with broken doors, cracked walls or floors, leaking roofs and/or broken showers. Parking for the Cabanas is provided in a separate lot behind the units, as well as in the main south parking lot.

## PARKING AND BEACH DRIVE

Essentially all visitors to Crandon Park arrive by car. Those patronizing facilities in the Marina, the Golf Course or the Tennis Center at normal, non-tournament times are accommodated by parking lots on the west side of Crandon Boulevard. For those using the Beach, the Botanical Garden, or the picnic and natural areas, parking is provided on the east side of Crandon Boulevard in space, which at Tournament times must be shared with golf or tennis spectators and participants. Two entrances on Crandon Boulevard bring vehicular traffic through

separate toll gates to the beach drive. Between the Boulevard and the beach drive are two large, rectangular parking lots, with a capacity of approximately 3,450 cars. The north parking lot is, itself, broken into two segments which are separated by a multi-purpose sports field. The north and south lots are divided by a central allee which contains a 26 ft. wide asphalt track and open sports field. Past conversion of this allee to a sports field with running track, interrupted the beach drive and made traffic circulation extremely difficult.

William Lyman Philips designed the stiff, geometric shape of the lots, which in no way reflects the rhythm of the shoreline or of the natural vegetative areas of the Park, and is a disruptive design element.

All parking bays in the north and south lots are oriented in an east-west direction.

There are no access control devices between the parking lots and the picnic areas. This presents operational problems for the Park staff and hazardous conditions for the public, as some patrons drive their cars right on to and through the picnic grounds to drop off or pick up their belongings.

## THE BEACH

Crandon Park's Beach is often rated as one of the ten best in the United States.[9] Its broad stretch of sand, from the Village of Key Biscayne boundary line to the fossilized mangrove reef, fronts on approximately two miles of Atlantic Ocean. Although most of the coconuts from the original plantation have died, groups of sabal palms, mostly on the southern half of the Beach, provide shade and create a special ambience which attracts visitors and photographers from distant points and contribute to the pride of citizens of Dade County in their special Park.

Many of the facilities on the Beach are in poor condition however, needing renovation or removal -- several currently being boarded up. Signage on the Beach is prolific and mixed in style, color and size -- much of commercial nature. Some

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University of Maryland, Laboratory for Coastal Research 1994.

board walks are either buried by drifted sand or canted into nearly upright positions, with boards- missing and nails exposed. Restrooms, showers and drinking fountains are inadequate -- only one drinking fountain being available in the entire length of the Beach. Entire sections of concrete pavement are missing, leaving wash-out holes in the sand base and making the route impassible by service vehicles. Tree cover, tables and benches are sporadically available on the Beach and between the Beach and the parking lots. There are two large deep drop off areas along the shore which are posted as dangerous and generally not accessible to regular park patrons. In spite of all these negative aspects, large numbers of people (although progressively fewer than in past years) are still actively using the Beach facilities.

A wide, paved promenade and service road, running south to north, extends from the north end of the Cabana group to 400 feet north of the central allee. Its eastern side, defined by a concrete retaining wall, lies about 2-ft to 3-ft above the elevation of the sand beach, though drifting sand at various points reduces the elevational difference considerably. Occasional wooden flights of steps connect the promenade with the Beach, although the distance between these stairways is excessive. Furthermore, there are no ramps from the promenade to the Beach to accommodate the handicapped. The west side of the promenade is defined by a low (about 3-ft) parapet which was constructed to catch sand which otherwise is blown into the picnic area. Parts of this wall are in bad repair, with sections missing or leaning. This low wall also impedes visual access to the ocean from the picnic area. There is a distinct lack of logic and clarity of pedestrian flow from the parking lots to the beach.

## NATURE CENTER

An environmental education program for 5th grade school children and the public is currently conducted by Dade County public schools and a non-profit organization respectively in a 875 sq. ft. portable classroom. The classroom is located slightly north of the northern most parking lot and behind the sand dune line. Pursuant to the terms of the Settlement Agreement, this feature may be expanded in a limited manner, (a maximum of three times its present size) and this Master Plan establishes the details of that expansion.

## BEAR CUT PRESERVE

Bear Cut Preserve is a very special area for nature study and historical research. The fossilized mangrove reef near the end of Airline Drive (as shown on the Master Plan Site Plan) is unique in the world. The environmentally sensitive turtle grass in the shallow waters off its shore is readily available for study by all interested persons and is an important resource to conserve. Native plant life abounds here in wetlands and uplands, and with it numerous varieties of birds, reptiles and mammals. The archaeological findings in Site 8DA5247 are important to the study of the Tequesta Indian culture.

Before the construction of the Rickenbacker Causeway and of Crandon Boulevard, the waters of what is now the Crandon Park Marina flowed across the Key into the Bear Cut area, forming a coastal wetland which was flushed by the tidal flow from Biscayne Bay. When the causeway, the Boulevard and the Marina were built, the road formed a dam which halted the flow of water from the Bay, and fill from dredging the Marina was deposited in the large inland tract, changing it from a coastal wetland to an upland, no longer capable of supporting mangroves and other wetland vegetation. Over the years upland plants -- largely exotics, like the Australian Pine -- established themselves, changing the character and negating many of the environmental resources which were native to the area. Hurricane Andrew has taken care of removing a large quantity of the Australian Pines and the opportunity to restore the coastal wetlands is at hand.

There is an existing bike trail through the Preserve which offers a very pleasant recreational experience. However, its present, unrestricted access point across from the Marina creates a hazardous conflict between the bikers coming into the Park from the mainland and vehicles speeding along Crandon Boulevard. In addition, the bike trail's easy access from the north Marina parking lot encourages patrons to cross Crandon Boulevard into the remote and unpatrolled parts of the Preserve, creating numerous problems with people who are ignorant of their impact on this sensitive resource, and with vagrants and vandals who strip bark from the mangroves for medicinal purposes.

# EARLY KEY BISCAYNE
# AND
# CRANDON PARK PHOTOGRAPHS

## MASTER PLAN

### General Provisions and Restrictions

1. Except on the Tennis Center Site during the Tournament Period (as hereafter defined), all advertising, promotion or merchandising, either expressed or implied, including but not limited to visual, organoleptic (taste and odor), verbal or audio, shall be prohibited on exterior surfaces, and on the interior of windows if visible from any area surrounding the buildings or any areas within or over the Crandon Park Lands; and advertising, promotional, or identifying umbrellas, banners, balloons or similar devises, outdoor vending machines, or merchandise awnings, bench advertising and similar devices, shall be prohibited on the Crandon Park Lands.

2. Persons engaging in commercial photography, filming, broadcasting, audio, video or other image production or reproduction on the Crandon Park Lands shall be subject to the Commercial Imagery and Recording Rules set forth in Appendix E and shall pay an appropriate user fee established by the Parks Department which fee will be used solely for the enhancement of Crandon Park Lands, and all such persons shall always give notice a proper credit referencing the location as Crandon Park, Miami, Florida.

(a) Any and all film, tapes, voice transmissions, photographs or any other reproduction materials of and in respect of any event or promotion, park concession, lease, permit or other event on the Crandon Park Lands shall be acknowledged with a credit in a prominent location, that such event will occur, is occurring, or has occurred at Crandon Park Miami, Florida.

(b) Any live broadcast (film, tape, voice transmission or other event) originating from the Crandon Park Lands shall promote (with County approval) the Crandon Park Lands and its features for a period of one minute per hour of broadcast time, or any prorated portion thereof.

3. No structures, areas, items, features or anything located on the Crandon Park Lands shall be named or memorialized, except solely with the names of flora

or fauna native to South Florida; provided however, the Parks Department may erect a trophy case (maximum size 1' x 5' x 10')within the interior of park buildings located on the Crandon Park Lands containing small plaques or small memorials to donors or other persons recognized for their contributions to the enhancement of Crandon Park.

4. No area designated by this Master Plan on the Crandon Park Lands for a specific type of activity (i.e., tennis, golf, boating, beach, etc...) shall be used for any activity other than the specific activity for which it has been designated. The Mangrove Islands, the Ibis Preserve, the West Point Preserve and the Bear Cut Preserve shall only be used for passive nature observation. The Botanical Garden shall be used for passive walking, canoeing, nature appreciation, social gathering, limited functional non-commercial art observation, and historical island interpretation. The Beach and Picnic Areas and the multi-purpose Sports Field shall be used for passive recreation only. The Golf Course and Tennis Center Site shall be the only Park locations on which active recreation activities shall be permitted. Passive recreation in this plan shall be defined as swimming, sunbathing, walking, jogging, family and informal or nonstructured group gathering and sports, including softball, football, soccer, volley ball and other similar activities. Active recreation in this Plan shall be defined as structured, organized and competitive tennis and golf tournaments sited within the Golf Course and Tennis Center Sites. Except during the Tennis Tournament Period (as hereinafter defined), there shall be no activities of any kind unrelated to Tennis on the Tennis Center Sites.

5. For all primary access roads within the Crandon Park Lands, a three foot setback from the edge of the pavement, and a clearance of not less than 15-feet from the ground surface to the overhanging vegetation, shall be maintained. For recreational trails and pedestrian walkways, a 2 foot setback from the edge of the pavement, and a clearance of not less than 8-feet from the ground surface to the overhanging vegetation, shall be maintained. [See Graphic Landscape Guidelines and Standards Appendix B.]

6. In any areas within the Crandon Park Lands, including those where musical, family entertainment and special events are permitted, sound generated by such events or any other sounds in the park shall not exceed the decibel level of a normal conversation (65 dB) beyond 50 yards from the activity area where the sound

originates, or beyond one half the distance to the adjacent group or party, whichever is less, or so as not to create a nuisance or disturbance.

7. All large non-native stones (i.e., granite) presently located on the Crandon Park Lands shall be removed from the Park immediately. The two large concrete pipes presently located near the bath house shall be removed immediately.

8. All new permits, leases, and concessions; modifications and renewals of existing permits, leases, concessions; or, any other contract or obligation whether temporary or permanent, shall be subject to the restrictions set forth in this Master Plan.

9. Any use, assembly, function, event, installation, development, construction, reconstruction or modification permitted under this Master Plan shall be consistent with all Federal, State, and local laws, rules, regulations and ordinances.

10. All Park facilities and areas shall be maintained free of hazards and waste, including solid waste.

11. All new and replacement walkway, sports, parking and general light poles, stands and fixtures shall be of uniform design, color and material respectively and shall conform to the standards and limitations set forth in this Master Plan.

12. All curbs including parking lot curbs shall be a weathered concrete and shall not be painted.

13. There shall be adequate numbers of trash cans of uniform design and color placed throughout the Crandon Park Lands. If needed, all trash cans placed upon the Crandon Park Lands shall be fitted with appropriately sized plastic bag liners.

14. All new structures on the Crandon Park Lands shall be constructed of comparable materials and conform to all standards set forth in this Master Plan. Structures requiring repairs over 50% of their value should also be reconstructed of the comparable materials and conform to all standards set forth in this Master Plan. Structures requiring repair of less than 50% of their value shall be repaired with the

same kind of materials as those which are being replaced, redesigned however, to conform to all standards set forth in this Master Plan and in full compliance with the South Florida Building Code.

15. Except as expressly provided in this Master Plan, there shall be no new structures, improvements, features, or major modifications to existing structures or improvements (defined as renovations or repairs constituting more than 50% of the value of the existing structure or improvement), whether temporary or permanent, located or constructed on the Crandon Park Lands.

16. Except during the Tournament Period (as hereinafter defined) and except for Tournament ticket sales within the Tennis Stadium only during a period from August 1 through to completion of the Tournament Period, all advertising or promotion of any product, service, or organization whatsoever (either express or implied) shall be prohibited on, over or within the Crandon Park Lands, including but not limited to advertising associated with graphic panels, signs, billboards, bus benches, bus shelters, banners, audio or video devices, balloons, temporary graphic displays or similar devices. No activity, feature or building shall be advertised or promoted on the Crandon Park Lands by a sign, flag or banner or any other means. All restaurant and all other advertising signs along the Crandon Boulevard frontage shall be removed within 60 days from the recording of the Declaration of Restrictions for Crandon Park incorporating this Master Plan (the "Adoption Date").

17. All gambling or wagering shall be prohibited on or within the Crandon Park Lands.

18. Crandon Park shall be perpetually and forever owned, held and kept by Dade County for the use and benefit of and in trust for the public as an ocean beach recreation and botanical park, and shall not be owned, held, kept, used or enjoyed for any other purpose or purposes whatsoever. The Crandon Park Lands shall perpetually, continuously and forever be kept open, at all reasonable and appropriate times, for the access, use and enjoyment of the public; provided, however, that the Dade County Park and Recreation Department may impose and enforce such reasonable restrictions and regulations upon the use of the Crandon Park Lands by the public as may from time to time be necessary to fully protect, preserve and perpetuate park-wide the physical and vegetative characteristics existing and proposed in this Master Plan.

19. There shall be no overnight stays or accommodations or overnight parking accommodations for groups or individuals on the Crandon Park Lands.

20. The Dade County Parks Department shall, consistent with the Crandon Park Lands Landscape Guidelines and Standards (Appendix B), take all necessary and desirable actions to assure guest safety, by providing and maintaining a safe and well kept Park, controlling exotic and nuisance flora and fauna, avoiding attractive nuisances and by protecting Park guests from latent dangers. These actions shall be implemented using quality design, superior Park and Area management practices, signs, barriers, warnings, inspections, Area closures, and, where necessary, supervision during periods when Crandon Park is open to the public.

21. There shall be no exclusive use of any Park structure, feature or Area by any person, group, association or entity (except for a golf or tennis tournament, garden event or reservation of group picnic areas for periods of no more than 12 hours per day), and the public shall have full access to all features and Areas, unless such features or Areas are subject to preservation or environmental restrictions of general applicability. The public shall be permitted the use of not less than 75% of all courts on the Tennis Center site up to the day before and recommencing on the day after the end of the Tournament Period (as hereinafter defined). All other tournaments or events shall be scheduled to permit no less than 90% public court usage up to the day before, and recommencing the day after such tournament or event.

22. From and after January 14, 1993, Dade County shall maintain and operate the Crandon Park Lands in accordance with the Master Plan and no structure, building, improvement or other facility, whether temporary or permanent, shall be located or constructed on Crandon Park Lands, unless expressly depicted in this Master Plan.

23. The opening and closing times for all Crandon Park Lands east of Crandon Boulevard and including the Calusa Mangrove Trail shall be sunrise and sunset, respectively. All other areas in Crandon Park Lands shall close by 10:00 p.m. except the Boat Ramp at the Marina which may remain open twenty-four hours a day. The Park shall be open year round except in emergency situations.

24. Except for specific items or features covered in the Settlement Agreement and this Master Plan, the ratio of natural and landscaped lands to developed lands (i.e. architectural construction, structures, pavement etc.) existing as of the adoption of this Master Plan in the following respective areas of Crandon Park Lands (i.e. Crandon Park Marina, Mangrove Islands and Ibis Preserve and all shoreline mangroves, Crandon Park Golf Course, Crandon Park Tennis Center, West Point Preserve, Calusa Mangrove Trail, Crandon Park Botanical Garden, Crandon Park Beach Area, and Crandon Park Bear Cut Preserve) shall be properly and adequately maintained and there shall be no net departure from such ratio, effective January 14, 1993 or incremental degradation of Crandon Park's natural and scenic beauty. Any future expansion, extensions or modifications of developments or features of any kind in the respective Crandon Park areas shall in all cases be minimal in environmental impact and only in favor of natural and landscaped areas. All areas on the Crandon Park Lands which are designated as preserves in this Master Plan, or which are natural and largely undisturbed as of the date of this Master Plan, shall not be disturbed in the future (including disturbance by application of pesticides, herbicides or other chemicals); except when necessary to construct the boardwalks or remove invasive exotic, nuisance or feral animals and vegetation, and with the limited application of safe herbicides, to replace these with native flora and historic Coconut Palms.

25. No event held on the Crandon Park Lands shall be larger than the appropriate and practical carrying capacities of the areas or features of the Crandon Park Lands, with such carrying capacities being established pursuant to the standards appearing in Appendix H to this Master Plan.

26. Except during the Tennis Tournament (as herein after defined) and except for the golf tournament operated on the Golf Course as of the adoption date of this Master Plan, there shall be no temporary covering of landscaped or grassed areas with hard surface material, tents, containers, trailers, boxes, vehicles, or other materials or coverings which prevent light from reaching such areas for periods in excess of 5 days. All golf and tennis tournament areas covered for more than 5 days shall be resodded within 7 (golf) and 30 (tennis) days, respectively, after the conclusion of the events.

27. No less than fifty-five percent of all tennis court surfaces shall be made available for use by individual members of the public (excluding group or associational usage) during all hours of operation of the Tennis Center.

28. Parking and directional signs for all events shall be set up on the first day of the event and taken down and removed no later than the end of the last day of such event. All signs used on the Crandon Park Lands shall be limited to standard Park signage for such events.[10]

29. Except as provided herein, all preserve land (Mangrove Islands, Ibis Preserve, West Point Preserve, and Bear Cut Preserve) in the Crandon Park Lands shall remain free of man-made disturbance and kept natural and forever wild.

30. All helicopters and aircraft shall be prohibited from landing and taking off on the Crandon Park Lands, except for County, municipal or military helicopters in emergency situations.

31. Dade County shall proceed as expeditiously as possible within its financial means to implement this Master Plan. Dade County shall also continuously seek out and obtain any and all available federal, state, local and private funding sources to implement the Crandon Park Master Plan and maintain the Crandon Park Lands.

32. From the Adoption Date of this Master Plan, the Dade County Parks Department shall implement a fee system for use of the Crandon Park Lands by all vendors, permitees, lessees, promoters, concessionaires or other purveyors of goods or services upon the Crandon Park Lands, which shall include a fee which is the greater of a flat fee to be determined by the Parks Department, or a minimum of 10% of *all* gross revenue generated by the permittee, lessee, promotor, concessionaires or other purveyor whose activities occur on the Crandon Park Lands. All such fees and revenue shall be devoted to implementing the Crandon Park Master Plan and maintaining the Crandon Park Lands.

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See Signage Standards. Appendix O.

33. All fencing anywhere within the Crandon Park Lands shall be dark green if visible by the public and black or dark green if hidden by vegetation.

34. No structure, including light poles, shall be permitted over 25' above the natural ground level, excluding the Dockmaster's Office, the Nature and Visitors Center (28' max), the Crandon Boulevard street lights (30' max.) and the Crandon Park Tennis Center during the Tournament Period (as hereinafter defined).

35. Other than Park maintenance equipment in the Park Service Area, there shall be no overnight truck and/or trailer storage of any kind on the Crandon Park Lands.

36. Only pedestrians, non-motorized bicycles, wheel chairs, park operated motorized trams and essential park maintenance vehicles shall be permitted on any park sidewalks and bicycle paths within the Crandon Park Lands.

37. Upon expiration of the dive shop lease in existence on the adoption date of this Master Plan, the dive concession operation on the Crandon Park Lands shall be limited to a 530 square foot facility, and be served by no more than two dive boats no larger (40') than those in service as of January 14, 1993.

38. All scoreboard and golf tournament related items shall be erected no more than 15 days prior to the tournament and removed completely within 7 days following any tournament on the Golf Course.

39. The portion of the Crandon Park Lands (2.87 acres), and the structures to be located thereon, which is or will be lessee by the School Board of Dade County, Florida, shall be utilized solely for Crandon Park related environmental education and interpretive programs.

40. The Dade County Parks Department shall impose as a condition in every contract, permit, lease, agreement or other document, that all lessees, concessionaires, promotional operators, event operators or any other activities involving the Crandon Park Lands shall identify and credit its location as "Crandon Park Miami, Florida" on all promotional literature, telecasts, broadcasts or any other advertising or promotion medium for such activities.

41. The failure of Dade County in any one or more instances to insist upon strict performance of any of the covenants or restrictions of the Crandon Park Master Plan, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election provided in this Master Plan, but the same shall continue and remain in full force and effect.

42. Any amendments to the Crandon Park Master Plan or to its Declaration of Restrictions shall be adopted sparingly, in conformity with its Statement of Intent and consistent with the provisions of the Settlement Agreement reached on January 14, 1993 by and between the Matheson family and Dade County. Such amendments, if any, shall be liberally construed in favor of preservation of regional park values articulated in Dade County Charter Article 6, and the Dade County Metropolitan Park Policy and Park Designation for Crandon Park effective as of the January 14, 1993,[11] shall conform to the creation of a green and natural haven on the Crandon Park Lands, and shall prohibit any incremental degradation of Crandon Park's natural and scenic beauty.

43. All structure presently in the Park may be removed entirely or reduced in size as determined by the Parks Department.

44. All Appendices attached hereto are included and made a part of the Crandon Park Master Plan by this reference.

45. Provided that based upon Florida Department of Transportation or other recognized professional standards, the present and future pedestrian traffic control devices (on demand push button lights) and arrangements for crossing over Crandon Boulevard throughout the year (and not just during any professional tennis Tournament or other periodic event on the west side of Crandon Boulevard) are determined to be inadequate, and further provided that all other features, structures and provisions of this Crandon Park Master Plan have been fully constructed, implemented and completed by Dade County, then and only upon the occurrence of these conditions precedent, Dade County shall have the option of placing a

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See Appendices C and D.

pedestrian tunnel (approx. 15' Wide, 8' Tall) under the normal road grade level and, the full width of and perpendicular to Crandon Boulevard between the Golf Course and the South Parking Lot entrances excluding the central allee, provided that the entrances to such tunnel shall be screened visually with landscaping so as to completely block any view of such entrances or the tunnel itself from Crandon Boulevard and all other venues within the Crandon Park Lands.

## MASTER PLAN
### Description of Detailed Elements By Feature or Area

## CRANDON BOULEVARD

The Master Plan addresses the Boulevard throughout the entire length of Crandon Park. Implementation of this Master Plan shall restore the Boulevard's serene character by reintroducing a dense, refreshing green corridor of native plants and historic coconut palms. The north entrance incorporates an enhanced and expanded mangrove planting along the Bear Cut shoreline,[12] together with the restoration of the Bear Cut Preserve, the newly designated Pelican Point, and the Boulevard median. Introduced on the lush, natural background, the coconut palm will complete the effect desired -- a grand but natural feeling of welcome to visitors entering the Park.

By removing the north marina entrance, parking bays between the Marina restaurant and Crandon Boulevard, parking between the internal Marina Drive and the Boulevard near the Bear Cut Bridge, the Master Plan gains green space to carry the landscape theme further into the Park.

All vehicles exiting from the Marina shall turn right (the direct cross-over having been eliminated) into an acceleration lane which will allow merging with southbound traffic. Approximately 4,700 feet south of the Marina exit, an ample deceleration lane and crossover will permit these vehicles to reverse direction, entering the northbound traffic stream from a new acceleration lane.

Commencing 2,700 feet south of the north Park entrance, the area within the boundaries of the Crandon Boulevard median strip, as depicted in the Master Plan Site Plan, and the graphic Landscape Guidelines and Standards Sectionals shall screen completely the north and south bound traffic lanes from each other, except at the traffic crossings, the Central Allee, and the open and clear median strip area opposite the Crandon Park Marina.

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See Master Plan - Site Plans

The maximum speed limit of 45 mph shall remain for Crandon Boulevard. The speed limits for all other roads and drives within the Crandon Park Lands shall be set at 15 mph. The north and south bound traffic flow exiting to the west side of Crandon Boulevard is minimal. Traffic flow between the east and west sides of Crandon Park is even more minimal. Beach patron traffic is only heavy on the weekends...south bound entering the beach parking and north bound exiting the beach parking. The total traffic demand can be handled by two intersections, signalized - on demand - for East and West side automobile and pedestrian access.[13] The two intersections shall be landscaped with medium height grasses (maximum height 2 feet) and coconut trees to provide a unique and identifiable (clear of Palm Fronds to 8' high) character. Any large-event parking needs can be assisted by the Dade County Traffic Safety personnel.

## CRANDON PARK MARINA

The Marina Restaurant (currently known as "Sundays On the Bay") and the Dive Shop shall be limited to their present size and use until their present leases with the County expires, and thereafter, except as otherwise provided, the areas which are the subjects of the leases for "Sundays" and the Dive Shop shall be subject to the provisions and limitations of the Master Plan. With respect to all other Marina facilities and charter boat operations, except as otherwise provided in this Master Plan, such facilities and operations shall be limited to their present size, location and operation conducted from the Crandon Park Lands. All activities on or about the Crandon Park Marina shall be marine-oriented, including opportunities for boaters, fishermen, divers and the public in general to observe water fowl in restricted nesting areas and to enjoy dining in a water-related facility.

The reconfiguration of parking areas and the realignment of drives and walks reflected in the Master Plan Site Plan will require the moving of some buildings, and the replacement of trailers (such as the Dock Master's Office) with permanent buildings which will be consistent with the South Florida Vernacular Architectural

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See Master Plan Site Plan-Crandon Boulevard.

Style Standards which are part of this Master Plan and conform to the uniform Crandon Park Master Plan.[14]

For the Marina, the principal design objectives of the Master Plan are therefore:

1. To improve the efficiency, clarity and safety of traffic circulation;

2. To enhance the aesthetic character and appeal of the Marina as an integral part of Crandon Park;

3. To preserve, augment and protect the shoreline, existing mangrove plantings, bird sanctuaries and nesting areas.

The circulation layout contained in the Master Plan Site Plan provides clear, easy entry and movement within and between the various Marina activity areas. The Master Plan eliminates the most hazardous of its two entrances closest to the Bear Cut Bridge. The Master Plan enlarges and gives character to the existing second entrance, further reducing vehicular conflicts and creating a grander feeling of welcome for the Marina visitor. The entrance clearly defines the visitor's choice: a central drive leading boat trailer traffic to the boat ramp, or an auxiliary drive that leads to the Marina, restaurant, boat charters and dive shop.

The central drive leading to the water ends at a toll booth and includes two approach lanes, one for boat launching and one for boat retrieval, and separated by a planted median from a parallel exiting lane. This drive isolates trailer and hoist traffic and parking from the rest of the Marina. With the exception of twenty spaces for sailboats, the long-term, fenced storage for boats in the southeast portion of the Marina shall be eliminated over two years time (from the Adoption Date) and replaced by an expansion of the parking space for the short term parking for vehicles and trailers. Canoe launching shall be from the new dinghy float and no more than six Park Department's canoes shall be stored in a rack in the area.

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See South Florida Vernacular Architectural Style Standards App. A.

The auxiliary road or marina drive leads past a large parking area available for bait and tackle, dockmaster and restaurant patrons. The north portion of the parking area is available only to the owners of boats moored at the adjacent piers who shall be provided permitted parking only. Parking for the Restaurant is nearby, but not adjacent to the building. A drop-off lane for Restaurant patrons is, however, provided at the front door.

The north Marina parking lot area shall continue to provide space for the owners and crews of boats moored at adjacent piers and persons wanting to view the birds nesting on the nearby Rookery Island; the Miami skyline; to visit the Dive Shop or to reach the dinghies stored on expanded racks. Dinghy storage in this area shall be limited to the area on the south side of the parking lot and to those no longer than 10'. A forty-four foot length of beach frontage on the north side and a floating dock on the south side of the marina basin shall be provided for dinghy launching. All catamarans and vagrant dinghies shall be removed from the north side beach area.

The Marina drives and parking areas have been designed to permit maneuvering of emergency vehicles for close approach to piers and fueling areas. Turnarounds have been designed to permit semi-trailer trucks to service the Restaurant and other Marina facilities.

At the north end of the Marina, now designated as Pelican Point, a section of beach which is being used by the Least Terns as a nesting area has been fenced to provide protection for the birds, and a dense planting along the fence shall be placed to furnish seclusion. The shoreline here and northward to the Mangrove Area is to be riprapped, using native stone, as protection against erosion. The existing broken concrete slabs shall be removed within 120 days from the Adoption Date. Existing mangroves along the north shore of Pelican Point, facing Bear Cut, are to be enhanced and extended all the way to the Bear Cut Bridge by additional mangrove planting and random riprap. The depth and width of the Marina channel are to be maintained at their present dimensions. "No wake", "no motors", and "manatee" signs shall be properly placed at the channel entrance and around the marina area.

In the open area northeast of the Least Tern nesting site, the Master Plan reflects three (maximum of five) picnic/viewing shelters of no more than 300 sq. ft. each.

Median strips in the parking areas, in the entrance drive and along the Crandon Boulevard perimeter shall feature palms set in a background of native plantings: Coconut Palms (Cocos nucifera) fronting the Boulevard and within the Marina where falling coconuts will not dent cars or injure pedestrians. In other locations, a limited number (max. 7) of Royal Palms (Roystonea elata) and Sabal Palms (Sabal palmetto) shall be planted. [See Landscape Guidelines and Standards - Appendix B].

No umbrella, roof, awning or exterior bench may bear any advertising logo or wording. All restaurant and other advertising signs are to be removed from the Crandon Boulevard Frontage within 120 days of the Adoption Date. Each Marina building, shed or stall shall be identified by a single, attached identifying sign which shows its name and/or use. Signs shall be uniform in color, print and style (see Detailed Elements; Signage Guidelines and Standards, App. O). These buildings (i.e. restaurant, dockmaster, dive shop, picnic shelters, restrooms) shall be constructed or remodeled to conform to the uniform South Florida Vernacular Architectural Style style described and illustrated in Appendix A by no later than six years from the Adoption Date. No flag or banner identifying a building or activity shall be displayed on, above or adjacent to it. No building or activity shall be advertised elsewhere in Crandon Park by a sign, flag, banner or any other means. North of the restaurant; along the waterfront, a number of boat chartering booths are grouped and covered by a long, blue and white striped awning, which is an intrusive element in the Marina's park setting. Upon the next replacement of this awning - no later than 120 days of the Adoption Date - and at the time of all future replacements of this or any other awning on the marina site, new awnings shall be a solid park green color. See Crandon Park Color Standards -App. A. All charter boat signage and dock box configurations shall be identical to those at the charter boat "Abracadabra" on January 14, 1993.

The outboard rental concession shall remain the same size (6 outboards 18' to 24') operation but be moved to a location next to the existing sailboat rental. The towboat service shall be relocated to a space next to the charter boats. The length

and number of all existing and future commercial boats using the marina shall not be increased.

The restaurant and facilities now known as "Sundays By The Bay" shall be limited to their present size and use except as otherwise provided, until the present lease between the County and the operator expires, at which time, restaurant shall conform to the Master Plan. As of the Adoption Date, the Marina restaurant shall have a family atmosphere and serve alcoholic beverages, only with meals.[15] The Marina restaurant shall have no dance floor, no beverage or meal shall be served after the 10:00 p.m. closing time, and the restaurant shall provide no live entertainment after dusk and no music which creates a nuisance, disturbance or is audible farther than 50 yards from the restaurant building. When replaced, the large outside awning at the marina restaurant shall be reduced in size and changed to a solid park green.

On or before the expiration of the Marina (Sunday's) restaurant's current lease, all the additions made from the inception of the present lease shall be removed. The remaining original building (Length 92', Width 80') shall be remodeled in the South Florida Vernacular Architectural Style, and may have a maximum of two stories and a total inclosed area of 5,500 square feet. This remodeled structure may develop a covered, but otherwise open water-side dining terrace not exceeding an additional 1,500 square feet in area, and a public walkway 8' wide shall be extended around the bulkhead in front of the restaurant.

The dive shop facility now located on the Crandon Park Lands shall be limited to its present size, the number of dive boats and location until the present lease between the County and the dive shop operator expires, at which time such area shall be subject to the provisions of this Master Plan. Upon the termination of the present contract for the Dive Shop, the existing office trailer shall be removed and if the concession is continued a new one-story building may be constructed in the South Florida Vernacular Architectural Style style, not exceeding 530 square feet of interior floor space in the position shown on the Master Plan Site Plan. The maximum number of concession dive boats shall be two and the maximum length forty feet. Effective within forty days of the Adoption Date there shall be only one

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See Signage standards. Appendix O.

sign[16] no larger than 15" x 30" on the existing building or any projected new building. There shall be no signs, banners, flags or other means of advertising or promotion including vending machines visible from outside the building. The new Dive Shop building may have a 4-foot wide, wooden front porch under the overhang of the eaves, with a ramp for the handicapped and steps to accommodate a rise of not greater than 18-inches from natural grade, except as required by the Americans With Disabilities Act.

This Master Plan relocates the Dock Master in a new 2-story building, maximum size 2,250 sq.ft. located near the sea wall and the existing fuel pumps. The ground floor of this new building is to contain the Bait and Tackle Shop, as described below, restrooms, showers, and an outdoor washer and dryer. Such restrooms shall be no larger than necessary to comply with the Americans With Disabilities Act. The second floor will contain the dockmaster's office and space for the Florida Marine Patrol. This floor shall have a maximum footprint of 1,000 square feet of interior floor space. The ground floor shall contain a maximum of 1,250 square feet of interior floor space. The new building's position, together with the second floor elevation, would give the Dock Master greatly improved visual control of the Marina. Removal of the existing Dock Master trailer will improve the appearance of the area.

There shall be a new Bait and Tackle shop within the ground floor of the New Dock Master building. There shall be no food service in this area except for commerical pre-packaged food. If there is a need for ice machines and bait tanks they may be placed on the 10' wide veranda on the west side of the buildings. However, until the new two-story building replaces the existing Bait and Tackle Shop, all signs, and the vending machines are to be permanently removed without delay from the outside of the building. All ice machines and bait tanks are to be grouped together on the west side of the existing building under cover of a park green-colored[17] awning extending outward from the building up to 8 feet. If the bait tanks are not to be used, they shall be removed completely from the Marina within sixty days of the Adoption Date.

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See Signage standards. Appendix O.

See Appendix A.

North of the Bait and Tackle Shop's main door is a pleasant paved area shaded by coconut palm trees with benches and tables for enjoying a leisurely quayside snack. The red canvas-covered tent-like booth offering "CORN & CHEESE", "BURGERS" and so forth, is to be removed promptly and the serving of any snacks is to be confined to the interior of the existing and new buildings. The area will benefit from the planting of additional palms. The existing tall shrubs and dinghies presently obscuring the harbor view shall be removed. The dinghy rack will be moved eastward to a location on the fuel tank island where it will not obscure the harbor view from the Bait and Tackle sitting area. Extraneous commercial signage[18] of the existing camper-office as well as the canvas-covered booth and the camper-office shall be removed within 60 days of the Adoption Date. Some remodeling of the building will be necessary to bring it into conformity with the Park's South Florida Vernacular Architectural Style. At the time of any remodeling, a redefinition of interior spaces, including the 2nd floor loft, might produce the office space which has been previously found in the camper.

The existing sailboat rental facility shall be limited to its present size, including size (27') and number of sailboats (8)and dock length. The present adjoining awning (8'x 14') shall be moved and placed between the existing free standing sailing and new outboard rental booths (6'x6'). The awning shall be park green. There shall be two floating docks (maximum length 65' and width 6') serving the sailboat and outboard rentals, respectively.

The eastern-most bay (39') of the large boat hoist immediately south of the Bait and Tackle Shop shall be removed, unless some unforeseen engineering problem makes the removal unfeasible. The removal will reduce the mass, and therefore the aesthetic impact of the boat hoist on this portion of Crandon Park.

The tree-shaded area next to the boat ramp shall have the gravel removed and grass planted in its place within 120 days of the Adoption Date.

The boat ramp slope in the first bay and the finger piers shall be repaired within twenty-four months after final adoption of the Master Plan.

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See Signage standards. Appendix O.

The three and one half acre Rookery Island off the channel entrance to the marina shall be preserved in its present undisturbed condition and human visitation shall be prohibited.

## IBIS PRESERVE

The Ibis Preserve area shall be kept undisturbed, except for such passive activities as limited marine grass and mangrove tours conducted by trained naturalists.

## CRANDON PARK GOLF COURSE

The Crandon Park Golf Course is the subject of specific Settlement Agreement limitations and prohibitions, as follows:

Golf Course Clubhouse. The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the Golf Course Clubhouse and other structures associated with the present golf course located on Crandon Park Lands to such Clubhouse and structures' present sizes and locations, and shall contain a use limitation precluding nightclub type facilities, functions or operations within or associated with such clubhouse structures."

Access to the Golf Course from Crandon Boulevard shall be provided opposite the entrance to the north parking lot, allowing buses or trams to drop off passengers at times of tournaments. Patrons coming on foot or by bicycle will have direct access to the entry drive via the future bike path which will generally follow along the eastside of the existing utility easement.

The existing tennis clubhouse located on the entrance drive, before the Golf Course Clubhouse, shall remain. There shall be no parking spaces for vehicles in front of or immediately adjacent to the tennis courts located on the Golf Course site and only tennis activities shall be permitted in this area. The tennis clubhouse shall, with little modification, be altered to conform to the South Florida Vernacular Architectural Style. It shall be enriched with shrub plantings and additional coconut palm trees shall be planted to echo the line of the drive. Tree and shrub plantings

shall also be added to break up and partially screen the lines of the tennis court fences. Behind the tennis clubhouse, the existing wooden deck area which provides a pleasant sitting area, with sun-shaded tables and chairs, shall be kept. Neither the clubhouse, storage shed nor deck shall be increased in size or changed in shape. The umbrellas at the tables shall not display any advertising messages or logos. No vending machines and no advertising signs shall be permitted outside of the tennis clubhouse.

No additional tennis courts shall be permitted in the Golf Course area, and if any use of the courts by the current lessee is discontinued then they shall be removed and replaced with a dense landscaping of native vegetation. Between the tennis courts and the driving range's protective fence, a dense planting of palms and shade trees shall be established, using only varieties ecologically or historically associated with Key Biscayne. Only light standards and fixtures currently existing at the Adoption Date at the courts shall be permitted; however, no light fixtures shall be set higher than 25-feet above ground level of the courts.

The Master Plan Site Plan provides storage for the machines and equipment necessary to the maintenance of the Golf Course in a new 57' extension of the existing golf cart storage and repair building. It also provides for an eight foot high, fifty-five foot long fertilizer and gangmower storage shed and a ninety-foot long open sand storage area. The golf course chemicals shall be stored in a special shed 10'x16' which shall be placed upon a custom built 14'x40' vehicle wash down pad. The existing fuel storage shed shall be renovated as needed. The existing Golf Cart Storage Building shall be altered to reflect the South Florida Vernacular Architectural Style at the same time as the extension is added to the building. Equipment broken beyond repair, tables, signs, boxes and other debris stored here and elsewhere on the Golf Course shall be promptly and completely removed from the Park. The proposed building extension and driveway access shall improve the appearance of the area and achieve the economic advantage of saving valuable, salvageable equipment. The new building extension shall conform to the South Florida Vernacular Architectural Style. Within twelve months following the Adoption Date the entire area between the entrance drive and the storage compound shall be richly planted with coconut palms, trees and shrubs to completely block the maintenance and cart storage buildings and grounds from view, thus extending the planting development proposed in front of the tennis Clubhouse and the tennis courts.

Behind the maintenance building - between it and the driving range - there are three storage containers and a trailer, currently housing offices for golf tournament personnel. They shall be removed from the Crandon Park Lands within thirty days of the Adoption Date. No concrete pad shall be provided in this location for any mobile office trailer to be utilized by the operators of any golf tournament on the Crandon Park Lands. All Golf Tournament office and related needs may be provided in temporary space on the second floor of the Golf Course Clubhouse. This temporary space shall not be used more than two weeks before or more than one week after the tournament. Since removal of the tournament trailer will expose the extensive westerly side of the Golf Cart Storage Building to full view from the Golf Clubhouse, from the driving range and its Pro Shop, the planting of groups of trees and shrubs shall be implemented in a timely fashion (within 12 months) to completely screen the building. Lighting for the driving range tees shall be limited to poles and fixtures not exceeding 25-ft. in height. Lighting of the range itself shall be accomplished by "bunker lighting" rather than "pole lighting" and shall be extinguished by 9:00 p.m. The Settlement Agreement and this Master Plan prohibit any expansion of the existing driving range Pro Shop beyond its present square footage. As with all Park buildings, no advertising signs shall be permitted outside of the Pro Shop. Presently, this building is a nondescript shack. It must be made into a permanent building conforming to the South Florida Vernacular Architectural Style without increasing its interior square footage.

The main Golf Course Clubhouse shall be simplified and converted to the South Florida Vernacular Architectural Style.[19] Sale of items such as clubs, hats, shoes, bags, balls and clothing shall be restricted to the main Clubhouse and shall be limited to its present use and size. Except for temporary use (three weeks) by the current golf tournament and park staff meetings, the upstairs area of the Clubhouse shall be closed and no activity shall take place therein.

On the Clubhouse's north side, large glass windows in the lounge and dining room look onto the Clubhouse's service area. The service area shall be reoriented and screened completely with landscaping to shield it from the view of diners on the first and second floors of the Clubhouse, its deck and surrounding grounds, within one year of the Adoption Date. A wooden deck and bar with a flat roofed extension

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See Signage Standards. Appendix O.

appended to the back of the patio cookout building, opens conveniently onto the golf course, but adds to a heterogeneous architectural conglomeration. The flat roofed extension shall be removed within 30 days of the Adoption Date. The remaining building and deck area shall be altered to conform to the South Florida Vernacular Architectural Style within one year of Adoption Date.

With the exception of the maintenance shed area and golf starters booth (max. size 36 sq.ft.) the Golf Course Clubhouse and all other structures with the exception of the maintenance shed associated with the Golf Course shall be limited to their present size and location. All activities on the Golf Course lands or Golf Course facilities shall be strictly golf oriented, with the exception of (a) the dining facilities in the Golf Course Clubhouse, (which shall be open to the public), (b) non promotional food and beverage carts on the golf course, (c) Crab Point located adjacent to the 18th fairway which may be used only as a non-commercial golf related picnic pavilion by golf patrons, and (d) the tennis courts located on the Golf Course lands, which shall be used for tennis only. The closing time for the Golf Course shall be sundown. The closing time for the Golf Course Clubhouse facilities (including but not limited to the restaurant and bar) shall be no later than 10:00 p.m. The restaurant in the Golf Course Clubhouse, like the restaurant in the Marina, shall have a family atmosphere and in this case cater particularly to golfers. The Clubhouse shall have no pool tables, electronic games or like items, dance floor or live entertainment. Except for the driving range, and subject to the expiration or other termination of any existing lease, concession or other contractual arrangements in effect as of the Adoption Date, following the Adoption Date, the County shall not contract with any lessee, concessionaire or other party for the operation of the Golf Course or Clubhouse, including the Pro-Shop or other spaces within the Clubhouse (except restaurant). Following the Adoption Date, the County may elect to contract with a lessee or concessionaire for operation of the Clubhouse restaurant and/or driving range for terms of no more than three years in length with three, one year options to renew in each instance.

All sponsor boards, benches and items bearing advertisements or promotions shall be removed within 90 days of the Adoption Date.

The Biscayne Bay shoreline along all areas adjacent to the Golf Course, from the southern edge of the Crandon Park Marina south to the Southern boundary of the West Point Preserve and 50 feet inland from the mean highwater line along such

shoreline, or to the edge of the mangroves, whichever is less, are hereby designated as "mangrove preserve". The upland mangrove area south of the Crandon Marina and north of the Golf Course as designated on the Master Plan Site Plan as the Ibis Preserve is also designated as a preserve with protection from all disturbance.

## CRANDON PARK TENNIS CENTER

The Crandon Park Tennis Center, which is defined as a portion of the Crandon Park Lands more particularly described in Appendix G (the "Tennis Center"), shall be subject to the following limitations and restrictions:

### The Stadium

Tennis Stadium. A tennis stadium, subject to the restrictions described below, shall be built at the location on the Tennis Center depicted on the Crandon Park Master Plan map.

Name of Stadium. The stadium to be located within the Tennis Center shall not be named, or if named such name shall be derived from the name of flora or fauna native to Crandon Park Lands.

Criteria for Visibility; Height Limitations. No permanent portion of the stadium structure (including elevator shafts, railings, lighting devices, etc.) shall be visible by a pedestrian from any location on Crandon Boulevard or on the beach areas of the Crandon Park Lands bordering on the Atlantic Ocean or on any area on the Crandon Park Lands in between, from a point where Crandon Boulevard becomes a divided highway on the north to the southerly most point of the Tennis Center lands along the line of Crandon Boulevard. In addition, no portion of the stadium or related facilities shall be visible by vehicles or pedestrian traffic traveling north on Crandon Boulevard from the southerly boundary of the Crandon Park Lands to a point on Crandon Boulevard directly east of the northern boundary of the Tennis Center. The entire permanent stadium structure and its associated facilities shall be screened by berms, terraces, and heavily landscaped with native flora so as to block completely any view of the stadium or its associated facilities provided above. No permanent portion of the stadium structure (excluding elevator shafts, lighting devices, etc.) shall exceed 37 feet 6 inches in height, and all lifting rails,

safety rails, and collapsible lighting devices shall not exceed 4 additional feet in height and shall not be visible from the areas on the Crandon Park Lands as described above.

Maintenance of Visual Screening of Stadium. The County shall maintain the vegetative visual screening of the Tennis Stadium so no permanent portion of the stadium structure including (elevator shafts, railings, lighting devices, etc.) shall be visible by a pedestrian from any location on Crandon Boulevard or on the beach areas of the Crandon Park Lands bordering on the Atlantic Ocean or on any area on the Crandon Park Lands in between from a point where Crandon Boulevard becomes a divided highway on the north to the southerly most point of the Tennis Center lands along the line of Crandon Boulevard. In addition, the County shall maintain the vegetative screening so that no portion of the stadium or related facilities shall be visible by vehicles or pedestrian traffic traveling north on Crandon Boulevard from the southerly boundary of the Crandon Park Lands to a point on Crandon Boulevard directly east of the northern boundary of the Tennis Center.

Use of Stadium Spaces. Subject to special provisions for the United States Tennis Association provided below, there shall be no permanent or year around commercial or any out of park activities from being conducted within the spaces under or associated with the stadium, and there shall be no commercial, or retail sales, operations of any kind permitted in, under or immediately surrounding the stadium, except (1) during the Tournament Period and tournament ticket sales during a period from August 1 through the completion of the Tournament Period, and (2) during other permitted tennis events under subsection 1(d) hereof. The County may locate one year around office in the spaces within the stadium with no more than 1,000 square feet and accommodating no more than 10 County employees. The County shall use its best efforts to remove the present Crandon Park administration building located on the Crandon Park Lands and restore such area. The stadium court and seating shall be used for tennis only, and for no other purpose. Except during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (as hereinafter defined) and tournament ticket sales during a period from August 1 through the completion of the Tournament Period in the area of the stadium designated for such function on the Plans created by Swanke, Connell Architects Court Level Plans, prepared June 5, 1991, no tournament personnel or volunteers shall be allowed into the stadium facility, provided that such tournament personnel may use the area on the Plans created by Swanke, Hayden, Connell

Architects, Court Level Plans, prepared June 5, 1991, offices numbered 1108-1117) from January 1, through the end of the Site Restoration Period each year for Tournament operations.

United States Tennis Association Use of the Stadium and Tennis Center. The United States Tennis Association (the "USTA") shall be permitted to use areas within the permanent stadium only as depicted in Architectural Sheet A-2.0 of the Stadium Plans dated October 1, 1991. The USTA shall open the stadium sport science and weight training areas therein depicted to all members of the public accompanied by tennis coaches and shall design appropriate weight training and sports science programs for such uses. The USTA shall also conduct a youth tennis educational program of no less than 10 hours per month for Dade County tennis youth programs. The use by the USTA of the courts and facilities of the Tennis Center other than the stadium shall be limited to a schedule to be unanimously agreed upon by the four members of the group designated for modification of this Settlement Agreement as provided in Section 9 hereof.

No Advertising on Stadium. Except during the Tournament Period (as defined below), there shall be no visible graphic panels, banners, signs, billboards or similar devices located on the outside of the stadium depicting or promoting any commercial activity of any subject, advertising or promotion, either expressed or implied.

## The Tennis Center

The Tennis Center shall be subject to the following limitations and prohibitions:

Tennis Center Limitations. Other than professional tennis events which in the aggregate do not exceed 20 days per annum for all preparation, operations and restoration activities, the Tournament as hereinafter defined shall be the only professional tennis event conducted or permitted in the stadium on the Tennis Center site. During such additional events all Tournament rules and provisions contained herein shall apply to such event(s).

Limitation on Temporary Tennis Court Seating. There shall be no temporary seating or stadia located on the Tennis Center, except there may be as many as

8,000 bleacher seats on courts 1 and 2 in the aggregate, and as many as 500 bleacher seats on other individual court. The Tournament organizers may reallocate these temporary seats among these courts at their discretion. All temporary seats and bleachers shall be removed each year by the end of the Site Restoration Period (as hereinafter defined).

No New Permanent Structures on the Tennis Center; Removal of Temporary Structures and Vehicles. Except as provided above with respect to the permanent tennis stadium, the Tennis Center shall include only such permanent structures as are presently located on the Tennis Center and depicted in the Master Plan Site Plan. No temporary facilities, vehicles, mobile homes, trailers or similar temporary facilities shall be placed on the Tennis Center prior to the commencement of the Tournament Preparation Period (as hereinafter defined), and all temporary structures, vehicles, mobile homes, trailers and similar temporary facilities shall be removed from the Tennis Center by the end of the Site Restoration Period (as hereinafter defined).

Tennis Only. The Crandon Park Master Plan and the Declaration of Restrictions implementing such Plan shall limit uses of and on the Tennis Center to tennis only within the Tennis Center or stadium except (1) during the Tournament Period and tournament ticket sales during a period from August 1 through to the completion of the Tournament Period, or (2) incidental Clubhouse concession activities.

No Exclusive Use; Public Access. Except during the Tournament Period and subject to the special provisions relating to the USTA in subsection 1(c)(vi) hereof, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit exclusive use of any of the Tennis Center facilities by any person, group, association or entity, and shall provide that the public shall have full access to all Tennis Center facilities. Except during the Tournament Period the County shall remove the International Players Championship logos from the Tennis Center entrance signage, substitute the designation 'Tennis Center at Crandon Park' and add the following language in lettering of no less than 10 inches in height: "THIS IS A PUBLIC TENNIS FACILITY". Such signage shall be installed before the 1993 Tournament Period (as hereinafter defined).

Prohibition of Trash Stations; Restoration. The County has removed the trash station located on the Tennis Center site. There shall be no further permanent or temporary trash transfer stations located on the Tennis Center Site. The County shall promptly restore and remediate the trash station area to a dense planting of native flora. See Landscape Guidelines and Standards -App. B.

No Tennis Center Advertising. Except during the Tournament Period (as hereinafter defined), there shall be no visible advertising on the Tennis Center site or clock tower, including but not limited to logos, banners or similar temporary devices for advertising or promotion of any product or service, either express or implied.

Limitation on Lighting. Except during the Tournament Period (as hereinafter defined), the County shall reduce the height of all lighting devices located on the Tennis Center to no more than 25 feet, which shall be accomplished as rapidly as reasonably feasible, but in any event such reduction of lighting height shall be completed by no later than January 14, 1998.

Clubhouse. In spite of the overshadowing size of the stadium, the Clubhouse occupies a focal position and is important throughout the year in serving the public. It provides lockers, administrative and display space and a salesroom for tennis-related items. It shall be made to conform to the South Florida Vernacular Architectural Style in shape, proportions and color, when major structural damage becomes apparent. Except as provided during the Tournament Period the Clubhouse located within the Tennis Center shall be limited to its present size and functions. In the event that in the future, the Parks Department and/or other regulatory agencies (such as Risk Management, Building and Zoning or D.E.R.M.) concur that major structural deterioration appears in the Clubhouse, no additional funds shall be expended for repair of the Clubhouse. In the event such major structural deterioration appears to pose a threat to public safety or property, the deteriorated portions of the Clubhouse shall be demolished, and upon renovation, restoration or rehabilitation of the Clubhouse thereafter, the square footage of such renovated, restored or rehabilitated Clubhouse shall not exceed one story and a footprint of 5,000 square feet. The remainder of land of the former building footprint shall be densely planted in native vegetation. All vending machines shall be located within the interior spaces of the Clubhouse.

## The Tennis Tournament

The following limitations shall apply concerning the operation and conduct of the Tournament on the Crandon Park Lands:

No Interference With Public Access. Beginning on January 1, 1994 the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall require that all members of the public shall be permitted to use not less than 75% of all courts at or on the Tennis Center throughout the "Tournament Preparation Period" and up to the day before the commencement of the "Tournament Period" (as those terms are hereinafter defined) without disruption or interference by the Tournament sponsors, operators or the County.

Installation and Removal of Temporary Seating. Except as may be otherwise expressly provided herein, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall provide that all temporary seating associated with the Tournament shall be installed no more than 30 days prior to the commencement of the Tournament Period and removed by no later than 30 days following the end of the Tournament Period, as defined in the Tournament Agreement.

Tournament Dates. The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall define the Tournament dates on the Crandon Park lands as follows:

(1) The Tournament dates shall be selected by the County within the months of January, February, or March of each year.

(2) Tournament Preparation Period shall commence 45 days prior to the commencement of the Tournament Period.

(3) The Tournament Period shall be no more than 21 days in length (including rain dates).

(4) The Site Restoration Period shall be complete by no more than 30 days following the last day of the Tournament.

Public Parking. At least 1,000 paved parking spaces east of Crandon Boulevard shall be reserved for general use by other than tournament participants whether they be employees, guests, volunteers or patrons. Except on the Tennis Center site, no tournament employees, guests, volunteers, patrons, or anyone else connected or associated with the Tournament (as herein described) shall be permitted to park on any unpaved areas on the Crandon Park Lands. All grass areas on the Tennis Center Site which are used for parking, or are otherwise covered, during the Tournament or any other event, for a period greater than 5 days, shall be resoded completely immediately following any such event.

## Vehicular Access

The Master Plan relocates the vehicular entrance to the Tennis Center to the existing south entrance on Crandon Boulevard and closes both the existing Tennis Center entrance and the service entrance to the former Trash Station. Both of the open spaces left by the removal of these entrances shall be replanted with native plant materials which continue the Boulevard's sideline enclosure and contribute to the screening of the stadium. The fountain shall be removed and replaced with a large shade tree by January 1, 1997 and the walkway modified to be heavily landscaped and shall be used by pedestrians only.[20] The pedestrian walkway across the Crandon Boulevard median strip shall be modified with bollards to prohibit any vehicle traffic.

Pedestrians and bicyclists can enter the Tennis Center via the 10-foot wide path, which the Master Plan shows generally following the Florida Power & Light Company utility easement from the Marina to the old traffic circle by the Calusa Mangrove trail at the south end of Crandon Park. At the point where the path intersects the modified Tennis Center entrance, a raised circular bed with a large tree will mark the beginning of a palm-lined entrance mall -- no longer a vehicular

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See Master Plan - Site Plan - Tennis Center

way. The mall continues past the north side of the stadium and terminates in front of the clubhouse, where it intersects an allee leading from the patrons' parking area to a second allee, which turns westward, to the west end of the complex. The intersecting mall and allees serve as the backbone of a garden which surrounds the tennis courts with lush plantings of trees, shrubs and flowers. The allees shall be terminated with colorful mass plantings and raised beds. All utilities (i.e. electrical, telephone and television boxes, electrical transformers and similar items) shall be screened from view with landscape vegetation within nine months of the Adoption Date.

A peripheral drive provides access for service and emergency vehicles around the entire perimeter of the Tennis Center. It connects with the patrons' parking area and, through it, to the main entrance road. On the northern perimeter of the complex, it connects with the Golf Course drive which passes by Hole #4 and continues to the main Golf Course entrance drive. It also connects through a gate, with the west side (Crandon Boulevard) pedestrian and bicycle path, which is to be paved and wide enough (approximately 10 ft.) to accommodate service or emergency vehicles.

## Other

The Master Plan indicates the locations of the Tennis Center's seventeen hard surface courts, eight clay courts and three grass courts. Trees and landscaping shall be planted on the Tennis Center in accordance with the Master Plan Landscape Plan and the Landscape Guidelines and Standards appearing as Appendix B to this Master Plan. The trees, shrubs and flowers shall be selected and planted in order to provide the maximum color during the tournament as hereinafter described. All portions of the Tennis Center site on which mangroves are located as of the Adoption Date, shall not be disturbed and shall be designated a part of the West Point Mangrove Preserve.

Any Tennis center materials, supplies, Park Tournament signs or other park owned items used on the Tennis Center site must be stored inside the Clubhouse or Stadium according to all applicable laws, rules, regulations and ordinances. All tournament materials, supplies or other items, not the property of the Dade County

Parks Department, shall not be stored on the Crandon Park Lands during non-tournament times.

The Tennis Stadium as constructed in 1994 shall have 7,500 permanent seats and up to 6,500 temporary seats.

During the Tournament Period (as herein defined) any tennis courts permitted for any use other than tennis shall be completely covered by plywood (minimum one half inch thick) or comparable material.

Except during the Tennis Tournament as hereinafter described, the closing time for the Tennis Center Site shall be no later than 10:00 p.m.

Only non-alcoholic beverage and snack machines shall be permitted on the Tennis Center Site.

Within one year of the adoption date, the Tennis Center shall be landscaped and maintained in compliance with the Master Plan and the Tennis Center Landscape Plan.

The individual court surfaces closest to the Clubhouse shall be reserved for use by the General Public.

Proper tennis attire shall be worn at all times by all those using the Tennis Courts.

All Tennis Center Site parking for all vehicles shall be limited to the parking lot southwest of the Tennis Stadium and south of the Clubhouse.

No vehicles other than maintenance and major Tournament vehicles shall be permitted to travel on the Tennis Center Site beyond the parking lot south of the Clubhouse.

## WEST POINT PRESERVE

Except for provisions herein and for re-planting, the West Point Preserve shall remain undisturbed. The West Point Preserve canals, opening into the lake opposite the Tennis Center Clubhouse and into Biscayne Bay, are navigable by canoes and kayaks, and shall be maintained and remain open to the public, with limitations and with the guidance of trained naturalists. This Master Plan moves the existing east boundary of the West Point Preserve all the way East to Crandon Boulevard. The importance of preserving this ecologically significant tract in an undisturbed condition cannot be overemphasized.

The winds of Hurricane Andrew toppled a number of Australian Pines in West Point Preserve fronting on Crandon Boulevard, crushing mangroves and other native flora. This area, now largely bare, shall be restored to its natural state, nurturing new native and mangrove growth and providing for a coconut seed orchard. A 3,500 linear feet boardwalk loop nature trail shall be constructed, as expeditiously as possible, originating from the existing parking lot at the new Calusa Mangrove Trail site. This loop shall provide a view of Biscayne Bay and a mangrove interpretive experience for the Park patrons.

Signage at the Biscayne Bay mouth of the canal entering the West Point Preserve shall restrict access to canoes and/or kayaks accompanied by a skilled, interpretive naturalist.

## FIRE STATION

So long as the Fire Station is used by the Dade County Fire Department, to provide fire/rescue service to Crandon Park, there shall continue to be a traffic light and a median strip cut-through opposite the Fire Station building's driveway. Following the Adoption of the Crandon Park Master Plan, the Fire Station building shall be renovated to conform to the South Florida Vernacular Architectural Style. Planting along its frontage shall be consistent with the landscape character of Crandon Boulevard, and all landscape standards set forth in this Master Plan.

If such fire service is at some future time furnished from another facility outside of Crandon Park, and provided that the present Park Office for Crandon Park is vacated and razed entirely, and further provided that all use of spaces in the Tennis Center Stadium by the Parks Department for offices and other park administration shall be discontinued entirely and not reinstituted, then and only in those events, may the Parks Department use the former Fire Station for the Crandon Park Office. Use of this facility for a fire-rescue facility for the Village of Key Biscayne or any other municipality is specifically declared to be inconsistent with this Master Plan and prohibited.

## CALUSA MANGROVE TRAIL

The Master Plan makes no change in the existing layout and facilities at Calusa Park until year end 1997. If, however, any of the existing facilities should be abandoned or removed before year end 1997, they shall not be replaced. After January 1, 1998 the existing Calusa Park playhouse, play equipment, and tennis courts shall be razed or removed and the area shall be restored with an open area and heavily landscaped with native vegetation as part of the West Point Preserve. The parking lot, restrooms, and open area, however, will be retained and three picnic shelters (maximum size 300 sq. ft. each) shall be placed around the site. The restrooms-recreation building shall be modified to become an open shelter with restrooms in the South Florida Vernacular Architectural Style.

In view of the fact that "Calusa Park" is part of Crandon Park and is no more a separate "park" than are the Golf Course, the Botanical Garden, the Tennis Center, the Marina or the Beach, it is shown on the Master Plan as "Calusa Mangrove Trail".

The new Calusa Mangrove Trail will originate at the existing parking lot. At 3,500 linear feet, it may be part boardwalk (with protection for the mangroves) and part wood chips, depending on existing conditions. The Calusa Mangrove Trail will provide an interpretive and sensory excursion westward into the mangroves with vistas of Biscayne Bay and offering native variety to the Crandon Park experience.

## ARCHAEOLOGICAL SITES

All of the presently known archaeological sites located on the Crandon Park Lands are significant and vulnerable to the additional subsurface disturbances which may result from proposed development and landscaping activities. Further archaeological sites may be discovered on the Crandon Park Lands in the future. Appropriate management techniques will benefit from determining the exact boundaries of the various known and potential sites and therefore an archaeological survey shall be conducted of these sites prior to any development activity. Construction and landscaping activities within any of the archaeological sites or designated zones may require any one or a combination of the following actions:

1. Avoidance:

Certain site components may be so significant that their preservation is the first priority. This is the case with site 8DA5249, where numerous Tequesta house sites are located. The site is small and not within a proposed tree-planting area, so its preservation will cause minimal difficulties with proposed landscaping plans. Its location, furthermore, is ideal for public interpretation because it is adjacent to the bike and pedestrian trail.

2. Salvage Excavations:

Any archaeological site or feature that has scientific or historic significance and that can not be preserved because of impacts from construction or landscaping will be subject to salvage operations under the direction of an archaeologist. The recovery of associated artifacts and data will act as mitigation for the loss of the site.

3. Monitoring:

Subsurface activities within areas of archaeological sensitivity may be subject to monitoring by an archaeologist. The purpose of this monitoring would be to collect archaeological artifacts and data during construction activities. The monitor will need to work closely with the work crew and, if a significant feature is uncovered, shall be given the opportunity to properly recover and record the feature.

4. Modified Exotic Plant Removal Techniques:

Removal of exotic plants from areas of archaeological sensitivity may require the use of herbicides, above ground cutting, and hand labor, as opposed to heavy equipment operations. These techniques will help to minimize subsurface impacts to any site or feature.

5. Modified Planting:

Planting and landscaping within areas of archaeological sensitivity may require the use of smaller plants and hand labor to minimize impacts to any site or feature.

The Crandon Park archeological sites are among the most significant in Dade County. They offer an important scientific record of prehistoric Tequesta Indian settlement and subsistence patterns on Key Biscayne. Public interest in archaeological sites is very high and these sites offer an excellent opportunity for the public to learn about the area's prehistory. Two of the sites, 8DA5247 and 8DA5249, are located adjacent to bicycle and pedestrian trails. These sites can be interpreted with signage and outdoor exhibits - particularly near the Botanical Garden. Site 8DA5249, with its many posthole molds of Tequesta houses, can be interpreted by placing one-foot-high wooden posts above the ground to provide a "footprint" of the houses.

All archaeological sites located on the Crandon Park Lands shall be managed according to Dade County ordinances, and potential ground disturbances shall be monitored, minimized or avoided altogether.

## SERVICE AREA

Between the Service Area and Crandon Boulevard there is a screen planting, thinned in part by Hurricane Andrew, which with supplementary planting as provided in the Landscape Guidelines and Standards will be effective as a tight visual barrier, to block the view of such service facilities. No such screening exists, however, between the Service Area and the Botanical Garden and shall be installed as provided in the Landscape Guidelines and Standards. Much of the Service Area

is enclosed by chain link fencing, but there are openings which violate security. These openings shall be promptly repaired.

The Service Area shall remain in its present location, with no change in size. Present buildings shall be restored, with roofs, doors and siding repaired, but without need for conformity with the South Florida Vernacular Architectural Style. The sides of the buildings shall be painted green, using hues that match the sage green color described for the Tennis Stadium, to help hide them from Crandon Boulevard and the Botanical Garden.

Cracks and depressions in pavements shall be repaired and parking spaces for trucks, automobiles, tractors and other equipment shall be marked in a systematic and cohesive arrangement. Racks shall be provided for materials which can be stored out of doors, and materials awaiting repair shall be kept separate from new materials. Equipment broken beyond repair shall be removed from the site promptly. Space for bulk storage and machine repair shall be provided in the buildings.

The perimeter of the Service Area shall be totally enclosed by chain link fencing and gates which shall be secured at night. New screen plantings shall be developed between the Service Area and the Botanical Garden, and existing screen plantings shall be supplemented with new plants as necessary to assure a tight visual barrier, which shall mean such screening as will hide from view such maintenance features by a person with normal vision. This tight visual barrier around all maintenance areas shall be completed no later than twelve months after the Adoption Date.

It should be noted that the former Elephant House, which is a part of Botanical Garden, is currently being used by Service Area employees for storage. This building shall be razed and the area planted in accordance with the Landscape Guidelines and Standards.

A trash compactor or, in the future, a more technologically advanced device shall be provided and used to reduce volume of all Park trash, garbage and other solid waste, during the period when such solid waste is temporarily stored for prompt removal from the Crandon Park Lands. All trimmings and cuttings of noninvasive species shall be mechanically chipped and reduced and distributed as

mulch to suitable locations all about the Crandon Park Lands and other park property.

All invasive exotic or prohibited flora or nuisance fauna, as defined in the Metropolitan Dade County Code or regulations or guidance documents promulgated by the Dade County Department of Environmental Resource Management or other agencies having jurisdiction, shall be removed with dispatch from the Crandon Park Lands and steps shall be taken by the County to preclude reintroduction of such flora or fauna on the Crandon Park Lands.

The area South of the Cabana Road and North of the Parks South Boundary shall be used to maximize the propagation of a variety of coconuts for use on the Crandon Park Lands and other parks.

## THE BOTANICAL GARDEN

The Master Plan for the Crandon Park Botanical Garden provides two contrasting experiences for this site. One takes place in the cultivated central garden of broad South Florida Seaside and Caribbean landscapes and picturesque lakes; the other, in a dense tropical jungle with lush native and tropical vegetation overhanging narrow waterways and winding trails. Historic vestiges of the Matheson Coconut Plantation and the Crandon Park Zoo are scattered throughout the landscape, invoking the past as they become part of the present.[21]

Within the Central Garden, broad walks, colorful detailed plantings and exciting landscape features create picturesque vistas, and a landscape of clarity and openness that promotes social interaction and refreshment of the mind and nerves. In contrast, the wild and uncultivated appearance of the jungle signals a primordial experience where the flora and fauna prevail. Visitors are led through dense woods along a series of narrow, twisting pathways, aerial walkways and silent waterways to encounter the hidden aspects of the site. Glimpses of some of the more than 160 species of migratory birds which use the Garden's trees and waterways, or of the colorful 6 foot iguanas, add to the mystique. The variety of limited cultural features,

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Landscape Guidelines and Standards. App. B.

artworks and musical events in this area are designed to be often hidden; to be encountered or explored, and calculated to create a sense of surprise and discovery.

The Waterway, accessible by canoe, changes as it moves throughout the Garden, reflecting the character of the surroundings. At the entrance, the Waterway begins as a colorful water garden. Along the inner loop, the canals are broad and open, reflecting the cultivated botanical setting of the Central Garden. Along the outer loop they become narrow, winding and darker where a dense canopy hangs over the water.

Beyond the Waterway's outer loop lies a buffer zone of even denser natural vegetation that encircles the forest and central garden area to seal it off completely from the surrounding metropolitan area and to create a sense within the Garden of a separate world.

First phase development efforts, cleanup and replanting had been accomplished when Hurricane Andrew struck. The storm leveled the site. Although renewed development efforts have begun, except as otherwise expressly set forth herein, the Gardens will be developed in accordance with the Master Plan for the Gardens at Crandon Park as approved by the Dade County Board of Commissioners in 1991 and attached hereto as Appendix ~~I~~ U. These exceptions include:

A. All development and use of the Botanical Garden shall be consistent with this Crandon Park Master Plan, and if a conflict between this Master Plan and the 1991 Master Plan occurs, this Master Plan shall control.

B. The Crandon Park Botanical Garden Master Plan shall create a lush, profusely colorful native South Florida and tropical Caribbean botanical setting which will be enhanced through the sensitive, limited integration of people-friendly functional art, of art that defines a journey and of historical cultural features (i.e. old plantation structures). The plant species in the Garden shall be named, numbered and depicted on a site plan but not promoted for botanical research. The functional art shall be limited to bridge railings no higher than four feet and four small sites each limited to one hundred square feet each. These sites shall in no way stand out as objects of beauty or ornament and shall not be a

distraction in the landscape. However, these sites, shall not be turned into an art gallery or exhibition area. There shall be no artists in residence; all artwork or cultural features shall be site specific, empathetically conceived and executed from the Park's past and present historic themes, from its environmental attributes and from factual characters of the flora and fauna of the Garden's site and not from the idiosyncratic signature or psychology of the artist. The factual representations of the flora and fauna shall be no larger than life size; in scale and proportion to the natural attributes of the Garden's setting, with a maximum height of six feet. Representations of very small flora or fauna, i.e., insects may could be reproduced to a maximum of 8 inches.

C. Subject to the limitations in B above, the Botanical Garden area may be used for temporary non-commercial display of works of art only, during appropriately scaled festivals or events of a maximum of 3 days duration and a maximum of three per year. No event held in the Botanical Garden shall use any electronic ampliation of voices or sounds.

D. The canals in the Botanical Garden shall be interconnected with sufficient depth and width to permit navigation exclusively by non-motorized canoe, and the areas adjacent to such canals shall be heavily landscaped with a tropical jungle atmosphere and the water within such canals shall be aerated with sufficient oxygen to preclude detrimental marine growth.

E. The Botanical Garden's Forest shall be replanted with a variety of native and natural fruit bearing plantings which will enhance and recreate wildlife habitats to insure the return and reproductive abilities of native fauna.

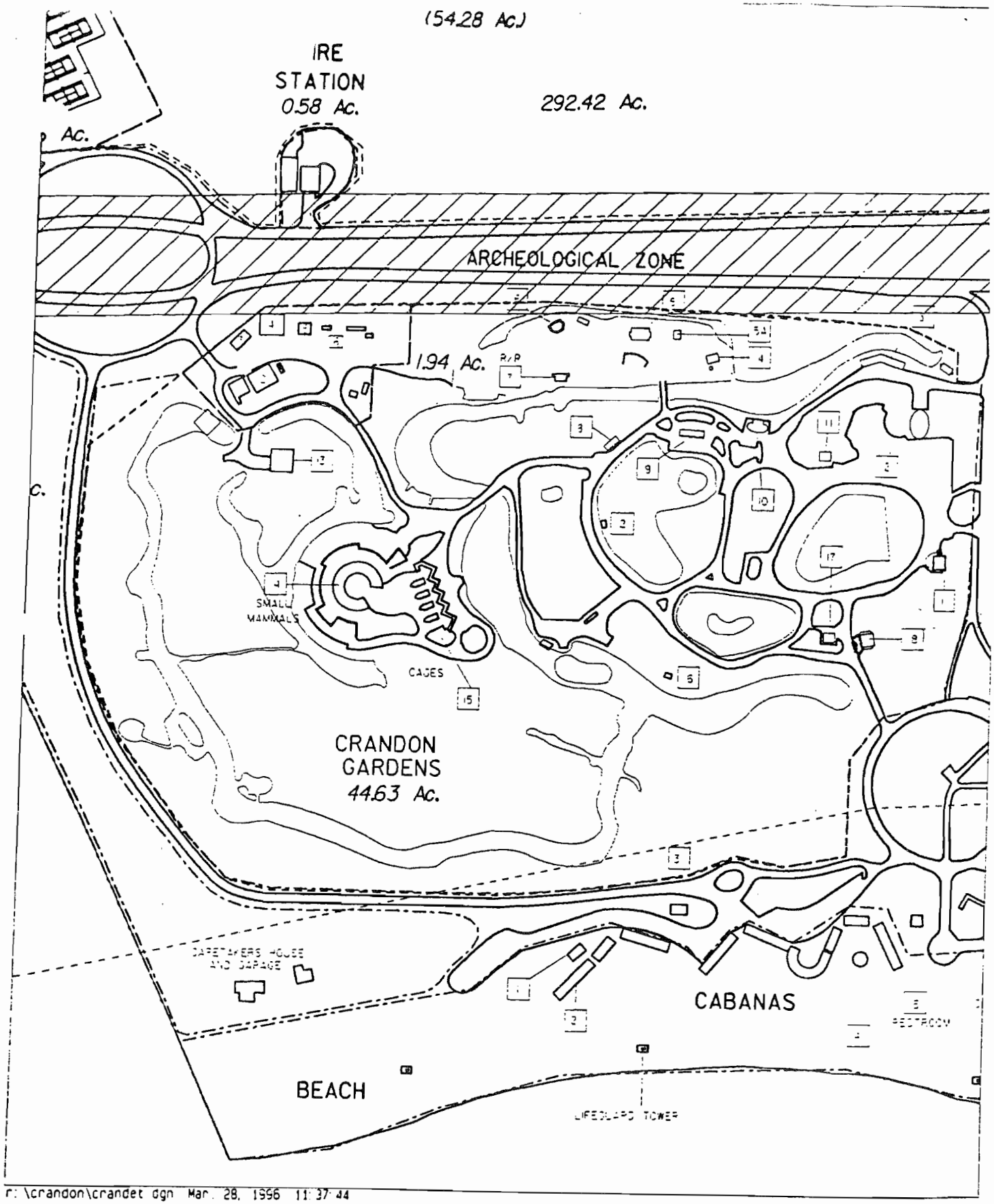
F. Appropriate species of colorful ducks, peacocks, flamingos and other foul, fish and if allowed, other native or protected species of fauna, some of which can be fed by visitors, shall be introduced to roam freely and to enhance the visitors' visual experience. The County shall also

WITH WEEKEND OR FULL TIME SO

reinstitute the petting zoo in the Old petting zoo area within 3 years of the Adoption Date.

G. The remaining former animal cages and pens shall be modified or removed from the Botanical Garden site. (See Site Map).

| | |
|---|---|
| Building 2 | Remove turtle house and raise planter bed to top of wall or remove wall |
| Building 3 | Remove 60% of the Building |
| Building 5 | Modify for animal house |
| Building 5A | Remove |
| Building 6 | Modify to South Florida Vernacular |
| Building 7 | Rehabilitate |
| Building 8 | Remove all walls |
| Building 10 | Remove all vertical bars and plant flowering vines on the horizontal bars |
| Building 11 | Remove all walls |
| Building 13 | Remove |
| Building 15 | Remove 60% of the footprint and the vertical bars and plant flowering vines on the horizontal bars |
| Building 17 | Remove |
| Building 18 | Remove |

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H. There shall be no art studio building in the Botanical Garden.

I. Canoe rentals in Botanical Garden shall be limited to one location in the site.

J. The green plantation house shall be moved (if feasible) to the Botanical Garden - Matheson Plantation area, and along with one or two other Matheson plantation buildings or replicas shall be remodeled and used for interpretive purposes associated with the historical and natural resources of Crandon Park. ~~A children's petting zoo area with weekend or full time staff shall be provided within three years of the Adoption Date~~.

K. The present Crandon Park guide map shall be relocated and preserved in the interpretive center to be located in the Botanical Garden Matheson area or the park administrative office.

L. The two picnic shelters in the special activity area shall be limited to 1,600 square feet each.

## CRANDON PARK CABANAS

The cabanas are located adjacent to restrooms and a concession building, both of which shall be retained but renovated consistent with the standards established in this Master Plan. Groups of coconut palms are effective in providing shade and a special ambience for the units. These groups shall be supplemented by larger similar plantings. Very similar new Cabanas shall be constructed on the footprints of the existing units, but providing common, roofed open space between every 3 or 4 of the 1-story units and using the South Florida Vernacular Architectural Style. Because this spreading of units will reduce the total number available, a few additional, small groups of 3 or 4 may be constructed upon patron demand to the south as shown on the Master Plan Site Plan.

The two-story portion of the Cabana complex shall be renovated, but not replaced, and be made to conform to the South Florida Vernacular Architectural Style used throughout Crandon Park.

The two southern most cabana sections may be demolished down to their concrete slab and then covered with sand until renovations are made.

Parking for the Cabanas is provided in two lots - one behind (west of) the units, the other in the main south parking area. Both are accessed by the South Beach parking entrance by permit only. The closing time for the Cabana area shall be sundown. No more than 40% of the available cabanas may be rented on a seasonal basis and those renters shall be selected seasonally by an independently run lottery system. All other persons (patrons) shall be eligible to rent a cabana on a rotating first come first serve basis.

## PARKING AND BEACH DRIVE

The principal design objectives with respect to the development of a future Beach Drive and East Parking Lots are:

1. To develop a Beach Drive offering the public an opportunity to circulate around the parking lots, to which it will give access, and providing views into the beach, and access to drop-off points for all activity areas east of Crandon Boulevard;

2. To introduce effective yet natural looking access control measures between the Beach Drive and the picnic areas without cutting off views to the picnic areas and beach.

The present parking lot capacity shall not be expanded and all parking spaces shall be a minimum of 9 feet wide and 20 feet long or the appropriate size for the needs of the vehicles. The concrete walkways in the middle of the parking lot median strips shall be removed except as required by the Americans with Disability Act. The Parks Department shall make an effort to replace as much asphalt as possible in the parking spaces with concrete or similar material pavers which all allow for a maximum of water penetration (minimum permeability 70%).

Hurricane Andrew (1992) destroyed many of the shade trees in the parking lots, and such trees shall be promptly replaced. The south portion of the South parking lot shall be planted with trees in accordance with the Landscape Guidelines and Standards.[22] During Tournaments and special events, beach and picnic patrons shall always be provided with adequate park access and parking. Overflow parking for large, special events can be accommodated off-site in places such as Virginia Key Beach or the Miami Marine Stadium.

Pedestrian crossings of the Beach Drive between the parking lots and the picnic areas, the mall or the beach shall be paved with material of different color and texture than that of the surface of Beach Drive to accentuate the crossing lane.

Drop off points shall be designated by signs which shall also prohibit parking (i.e. "DROP OFF ONLY -- NO PARKING"). Coral rock boulders, wood bollards or other natural materials or vegetation shall be used to control access onto the picnic area and beach, from Beach Drive, without intruding on the Park's vistas or aesthetic qualities.

There shall be a Park building of no more than 900 sq. ft. to provide information for visitors through displays and personal response to questions and requests for help. There shall be 10 toll-free parking spaces for visitors' vehicles.

The closing time for those portions of the Crandon Park Lands east of Crandon Boulevard shall be sundown.

The field in the central allee shall remain open and the walkways shall be landscaped with coconut palms.[23] The lighted baseball fields shall be permitted to recover to a total grass cover and be used as a unlit multi-purpose sports field. The light towers and backstops shall be removed, the baseball diamonds graded smooth and returned to a total grass cover within 120 days of the Adoption Date. A new low backstop (maximum height 4') and landscaped hedges shall be permitted.

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Landscape Guidelines and Standards, Landscape Sectionals p.10, Appendix B.

See Landscape Guidelines and Standards, Landscape Sectionals, p.14, Appendix B.

The central allee when reestablished shall be developed with an enframement of coconut palms, the lines flaring out as they approach the beach to offer a wide view of sand and sea.

## THE BEACH

The Master Plan Landscape Plan enhances the Beach with the addition of many coconut palms, natural dune systems and vegetation, starting with just coconuts palms at the central part of the Beach and becoming denser, with natural vegetation toward the north end of the Beach. These plantings serve to reduce the vast expanses of glaring sand and blur the boundaries between the picnic areas and the ocean. Single post thatched roof sunbrellas may also be appropriately placed along the beach.

The Master Plan retains the existing promenade, but removes the parapet along its west side after the new sand dunes have been established. Between the promenade and the shore, the Master Plan calls for the development of a series of overlapping dunes and dune plantings which, together with the planting of additional groups of coconut palms and with the existing retaining wall along the east side of the promenade, will reduce the inland drifting of the beach sand. Additional sets of steps or ramps shall be developed along the promenade at no more than 100-yard intervals. On the north end of the Beach, the pedestrian/bicycle recreation trail (10 foot wide) serves as a continuation of the promenade and service road.

Picnic locations in both the north and the south Beach areas occupy tree shaded areas on the Master Plan Site Plan. The picnic areas are conveniently served by drop-off points on the Beach Drive, where family members, picnic baskets and supplies may be discharged. In the picnic areas there shall be open tables and benches close to the promenade, and behind these, shelters (400 sq.ft.) with tables and benches, where groups may gather without concern for rain showers. Shelters in the south picnic areas shall be sized for family groups (900 sq.ft.), while those in the north picnic areas shall be larger (1600 sq.ft.) to accommodate larger groups. Some of the shelters, located in the back, or west side, of the picnic areas may be on stilts, with access ramps for the handicapped. This will afford all patrons equal visual access of the ocean and Beach. The shelters shall be simple structures, consistent with the unified South Florida Vernacular Architectural Style of the Park.

As their need develops, new restrooms shall be constructed approximately nine hundred and fifty feet north of the south concession stand adjacent to the promenade.

The large, enclosed carousel at the south end of the south picnic area shall be rehabilitated. It will identify the south end of the picnic area. The adjoining roller skating rink, which may offer bicycle and skate rental, and bathrooms shall also be rehabilitated. In the future, it may prove necessary to segregate the bicyclers and rollerbladers from the pedestrians in the more active park areas. A children's sandlot play area (1,600 sq.ft.) may be built in the family area with play equipment and life size replicas of sea turtles, manatees, dolphins, alligators, and stingrays made of cement or fiberglass and painted in lifelike colors (no solid bright colors).[24] Another identical sandlot play area may also be placed in the picnic area, north of the Central Allee.

The Master Plan provides for tram stations near the entrance to the Botanical Garden, at the central allee and at the north end of Airline Road, near the fossilized mangrove reef. The tram several cars in length, shall run on the promenade and then northward on the easterly arm of the recreational trail, giving passengers a ride along the Beach frontage. In the future, a narrow gauge train may also run throughout the park.

Paths for bicycles and pedestrians (10-ft wide) are provided on the Master Plan Site Plan throughout the Park, serving both the east and west activity areas. On the east side of the Park the path begins at the Village of Key Biscayne, continues through Cabana Road and the promenade to the central allee, and thence to the north end, terminating at an overlook by the mangrove reef. Another bicycle path originates at the north beach parking lot and runs north behind a minimum thirty foot wide vegetative buffer parallel to Crandon Boulevard terminating at the Bear Cut Bridge. Following modification to the Bear Cut Bridge, the bicycle path will continue on to Virginia Key.[25] The west side bicycle path originates at the Bear Cut Bridge, generally follows the Florida Power & Light Company powerline right of way, and terminates at the south park boundary.

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See Architectural Standards Appendix A-14.

See Bear Cut Bridge - Appendix ~~S~~. T

On the side of the existing pedestrian/bicycle path in the North Beach Area, there is a fitness course (`Fit-Core,' `Vita Course,' `Parcours,' or equal) with instructional signage and simple balancing beams, parallel bars, horizontal and vertical ladders, and similar equipment to help the participant undergo a planned fitness regimen. The elements of the course shall be restored as necessary.

The central allee recognizes the importance of the strong open-space connection of the east and west sides of the Park envisioned in the early Phillips master plans. The importance of maintaining the openness of the central allee and the completely unobstructed vista it provides cannot be overemphasized. It shall be lined with coconut palms, densely planted so as to flare out as they approach the Beach.[26] The allee from Crandon Boulevard to the Atlantic Ocean shall contain no goal posts, backstops, lighting standards, flagpoles, umbrellas, life guard towers or anything which would obstruct the view and be incompatible with the design of the Master Plan and of the earlier Phillips plans. Any trees currently blocking the central allee's openness shall be relocated to other areas in the park. It would be acceptable to develop in the central allee a limited bed of low ground cover, with some open areas for passive activities.

The existing concession building at the Cabanas and at the north side of the central allee and existing restrooms on the Beach shall be rehabilitated conforming to the South Florida Vernacular Architectural Style which will characterize Crandon Park. A small mobile food vehicle painted with two compatible park colors and free of all exterior advertising and wording shall be permitted to travel the paved areas east of Crandon Boulevard. None of these concessions or any other buildings, or exterior vending machines shall have any advertising or promotional signs, flags or bulletin boards. Signage and flags to warn patrons of hazardous conditions shall be allowed. Restrooms, tram stations and the lifeguard station shall be marked with appropriate signage of modest size to identify their functions.

There shall be appropriately spaced lifeguard towers on the beach. The main lifeguard tower mounted on wooden piles and standing no higher than the existing towers shall house two desks and appropriate communication equipment. The towers shall be positioned on the beach to the north and south sides of the central

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See Appendix B Sectionals, p.13.

allee vista. The character of the towers (several new ones having been recently installed) is pleasant, leaves no question as to their identity and they therefore need no signage except appropriately scaled symbols and chalkboards. Signage identifying lifeguards on duty or hazardous conditions will be allowed on the towers, as long as it conforms to the sign standards set forth herein. The lifeguards' dory shall be stored at the Crandon Marina or park caretaker's garage. Except for lifeguard and park maintenance vehicles, no motorized vehicles shall be permitted on the beach.

The Parks Department shall be permitted to grant for a period not to exceed one year in each case, a lounge chair and/or beach umbrella concession for patrons of beach areas, provided however, that no concession shall be granted which permits more than 300 lounge chairs or 300 umbrellas to be located in the beach area in total, and further provided that such concession agreement shall provide that no umbrella or lounge chair shall be placed; (a) within an area 75 feet westward on the mean high tide line; (b) within 75 feet to the north and south of any concession stand; (c) eastward of any concession stand (i.e., creating an opening at least 150 feet wide from the concession stand to the ocean, (d) not more than 1,800 feet south of the center of the Central Allee; and (e) not more than 1,600 feet north of the center of the Central Allee. The concession agreement shall further provide that the Parks Department shall have the right to reduce the number of lounge chairs or umbrellas, if in its sole and absolute discretion, the Parks Department determines that such lounge chairs or umbrellas detract from or interfere with public access to any area of the beach or to the ocean.

Benches shall be located at intervals of approximately 100 feet along the promenade for resting or viewing Beach activities.

Signage and/or buoys shall be placed in coastal waters around the Crandon Park boundary at mutually visible intervals at a minimum of 1,000 feet offshore, indicating that no operating motors shall be allowed within such 1,000 feet outer perimeter surrounding Crandon Park, except at the wide central beach where markers will extend to the outer perimeter of the sandbar. The channels to and the anchorage at the Crandon Park Marina shall be properly marked. All boat access to turtle grass and the fossilized mangrove reef areas of the Bear Cut Preserve shall be prohibited. All restrictions shall be posted with signage and buoys. No boat or watercraft shall be offered for rental on the Crandon Park beach areas. Concession

areas on Crandon Park Lands shall only be constructed or expanded as the Park patronage dictates.

Management practices shall be implemented for the Crandon Park beachfront and offshore swimming area so as to maintain the recreational beach and swimming area at its existing (January 1993) or an improved level. Management elements shall include the creation of a viable dune system to recreate a more natural beach habitat and reduce the loss of sand from the beach to other areas of the Park, and the implementation of the most economically feasible beach cleaning operations consistent with generally accepted practices, such as those in the State of Florida Beach Management Handbook, to meet the multiple objectives of debris removal and sand preservation. Crandon Park shall, in the future, participate as necessary with the Village of Key Biscayne in the renourishment of the Key Biscayne beach. Adequate and fully functional restrooms, drinking fountains and showers shall be maintained along the entire picnic and beach area.

The County shall implement modifications or recreational enhancements to the shoreline drop off areas north and south of the attached sand bar. The placement of sand to shallow the existing north and south drop-off areas, and if appropriate, shall be undertaken within three years of the Adoption Date. An artificial reef snorkeling area in the south drop-off area to provide for a greater diversity of recreational opportunities within the Park shall be done within two years of the Adoption Date.

## CRANDON PARK VISITORS AND NATURE CENTER

This Master Plan shall include the following specific provisions of the Settlement Agreement relating to the "Nature Center":

> Nature Center. The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the nature center now located on the Crandon Park lands to no more than 3 times the present square footage of such nature center, and any design for improvement of the present nature center shall conform to the design height and other limitations and criteria contained in the Crandon Park Master Plan.

The Park Visitor's and Nature Center shown on the Master Plan Site Plan shall be an elevated single story facility built in the South Florida Vernacular Architectural style. This facility shall have a visitor center with a maximum interior footprint of 2,050 square feet, and classroom with a maximum total interior footprint of 2,650 square feet. An open porch with a maximum width of ten feet may be placed around a maximum combined sized park visitors' and nature center of 4,700 square feet. The location of Park Visitors' and Nature Center, at the junction of the east and west branches of the bicycle and pedestrian trails, provides its staff control of access to the Bear Cut Preserve interpretive trails. The Visitors' Center shall include a desk/counter area staffed by approved volunteers, naturalists or Park Department/Crandon Park Nature Center naturalists to answer questions, a seven minute or longer audio/video presentation recounting the natural resources and history of Crandon Park, a photography display presentation, artifacts, a limited retail area providing brochures describing Crandon Park and other Dade County Park facilities, a staff office, storage area, and bathroom facilities. The Nature Center shall contain classrooms/laboratories and storage. In no event shall more than 500 persons be permitted admittance to the Nature Center classrooms throughout any one day, and members of the public shall have access to all areas of the Nature Center after 2:00 p.m. on week days and on Saturdays, Sundays and holidays. The Visitors and Nature Center and restrooms shall be generously landscaped with tall, medium and short trees to soften their visual impact on the north, south and west sides within one year of the buildings certificate of occupancy. The existing restroom on the beach nearby shall be removed and a new restroom built adjacent to the new Nature Center. A shelter (max. size 40'x40') shall be placed next to the fossilized area and another halfway in between the first shelter and the Nature Center on the Access Trail. A shade house, no larger than 1,000 sq. ft. approximately 100 yards north of the Nature Center complex, will be administered by the Park's staff naturalists and will be used for propagation of native plant materials for the Bear Cut plant restoration project. The shade house shall be placed just inside the vegetation on the Bear Cut Preserve's southern vegetative edge. The shade house shall be removed after such restoration is complete, but in any event, the shade house must be removed by no later than 5 years after installation.

The self-releasing turtle hatchery on the Beach east of the shade house shall remain. Crandon Park Nature Center sponsored trips to gather turtle eggs at night may be conducted solely from the Nature Center's parking lot, and neither the

Nature Center, the Visitors' Center nor anything else shall be used or illuminated during such activities.

## BEAR CUT PRESERVE

First impressions are lasting. It is extremely important that the Park entrance at Bear Cut be open, friendly, expansive, welcoming and accessible to the many amenities the Park has to offer, and that any barriers be completely invisible from the causeway, Bear Cut Bridge or Crandon Boulevard. The open shoreline (450') eastward of the Bear Cut Bridge shall be planted with red mangrove.

A salt marsh shall be developed within the area of Bear Cut Preserve designated on the Master Plan Site Plan. By dredging, the uplands will be restored to their former elevation below the water table, and by cutting a channel to the ocean, the resulting coastal wetlands can benefit from the resultant, necessary tidal flushing. This development will include the creation of one or more flushing channels to prevent stagnation within the pond and maximize the ecological value of the marsh. The size and location of the channel(s) shall be based on the recommendations of coastal engineers with expertise in channel design, [see Appendix K]. The channels shall be located away from Crandon Boulevard, and shall be designed in an aesthetically pleasing manner compatible with the natural setting and shall meander to avoid long linear sections. All spoil from the excavations for the Bear Cut Preserve salt marsh shall be sold and/or removed from the Crandon Park Lands, or if such spoil will not have any damaging environmental effect on any natural feature, such spoil shall be deposited on the Crandon Park Lands in an appropriate location. If such spoil is sold, all proceeds shall be used to enhance Crandon Park Lands.

There shall be along the west side of the Bear Cut Preserve, a 10 ft. wide recreational bicycle path extending northward from the west side of the North Beach parking lot to the Bear Cut Bridge. The bicycle path shall be separated from the Boulevard by a vegetative buffer no less than 30 feet wide. From the east side of Crandon Boulevard, the bicycle path shall be separated from the west side of the Bear Cut Preserve by a vegetative buffer and eight foot high fence. This path will

originate at the north parking lot and proceed across the Bear Cut Bridge modified to accommodate the north bound bicycle path.[27]

The new channel created for the wetland restoration project, together with a parallel fence and buffer, will offer a formidable barrier to people seeking to enter Bear Cut Preserve from Crandon Boulevard and will require them to enter at the Park Visitors and Nature Center. The 8' high fence shall extend from the Bear Cut Bridge, south along Crandon Boulevard to a point opposite the Nature Center and may then proceed directly to the Nature Center. It shall be completely screened by heavy native planting, and shall be black in color.

In the coastal wetland restoration area there shall be several interpretive trails and overlook points -- some even extending out into the wetlands on wooden piers or walkways to allow close observation of flora and fauna. These shall be laid out by skilled naturalists and shall be marked with suitable, instructive but unobtrusive signage.

An observation shelter with a maximum height of 25' above ground level and a restroom facility shall be located in the vicinity of the fossilized mangrove reef. No bicycles shall be permitted further north than the observation shelter.

Signage shall be installed offshore to prohibit boat access into the turtle grass area, as indicated on the Master Plan Site Plan. No more than 200 visitors per mile shall be permitted on the Bear Cut Preserve trail at one time. The Bear Cut Preserve shall be designated as a low noise area, where except for maintenance operations sounds shall not be permitted to exceed the decibel level of a normal conversation.

A majority of the Bear Cut Preserve shall be replanted and maintained with native species indigenous to Key Biscayne and to South Florida Barrier Islands within five years from the Adoption Date.

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See Appendix ~~8~~ T

The Bear Cut Preserve shall be maintained free of all exotic vegetation in the restored wetlands areas; all culverts shall be maintained for proper water flow and the perimeter chain link fence shall be maintained to ensure long term habitat protection.

## MASTER PLAN

### Priorities List

All specified features and provisions of this Master Plan shall be implemented with reasonable expedition by the Dade County Parks and Recreation Department. The following specific provisions of this Master Plan shall, subject to the Settlement Agreement, be accomplished pursuant to the following order by category:

**CATEGORY ONE:**

Rehabilitate the large picnic table area at the North Beach.

Repair the sand drift walls and North Beach service road.

Install all significant signage and remove all nonsignificant signage.

Remove all sponsor signage from the Golf Course.

Delineate and protect all Park Preserve Land.

Implement the Landscape Guidelines and Standards for the entire Crandon Park Lands, and improve and maintain perpetually the visual screening of the Tennis Stadium in accordance with the Settlement Agreement.

Restore the Beach and establish landscaped sand dunes.

Implement the improvements to Crandon Marina.

Move the Coconut Palms (205 + -) and Gumbo Limbos from the median opposite the marina area to the median strip and road sides to the south.

Modify and screen with landscape the golf course maintenance area.

Screen from view all utilities on the Golf Course and Tennis Center Site with Landscape Vegetation.

Modify the golf course clubhouse building with wheelchair access.

Screen the park maintenance area with landscape material.

Remove immediately all debris, large trailers, chippers, bucket trucks and other park vehicles from The Tennis Center site.

Paint all utility ground covers park green with a color coded shape (max. size 4 sq.in.) for each type of utility.

Paint all exposed guard posts around underground utilities a dark park green.

Install signage in the Tennis Center Clubhouse indicating the Public's access and usage to the Tennis Courts.

Install barriers South of the Tennis Center Clubhouse to prohibit automobiles from being parked in any tennis court area.

Install bollards to prohibit all vehicle traffic on the pedestrian walkway across the Crandon Boulevard median strip.

Remove the broken concrete from Pelican Point area and complete the Mangrove planting and the natural stone random rip-rap along the eastern end of the Pelican Point shoreline.

Remove the two large Concrete Pipes by the Old Bath House.

Remove all wood posts around the planters at the boat ramp and the bait and tackle shop.

Remove the rock boulders on the Golf Course and Beach Areas.

Remove all unnecessary white metal gates from the central allee area.

Designate the beach shelter by the south concession stand for the handicapped and provide suitable beach chairs as needed.

Replace all survey stakes on the tennis center site with 3" galvanized pipe with two feet showing above ground and painted park green and three feet below ground incased in concrete.

Remove the telephone poles with cement platforms from the goat area in the old zoo.

Relocate all abandoned domestic and feral animals to areas other than the Crandon Park Lands.

Remove the pool tables from the restaurant/bar in the Golf Course Clubhouse.

Install "No Parking" signs along the western edge of the Marina parking lots.

Remove the movie set north of the old north concession stand.

**CATEGORY TWO:**

Connect all restrooms to the public sewer main in the median of Crandon Boulevard.

Install graywater irrigation system throughout the landscaped areas of Crandon Park and repair all water fountains.

Construct bicycle paths and nature walks in all designated Park areas.

Modify the Bear Cut Bridge to accommodate the northbound bicycle path.

Renovate and reorganize the group picnic tables on the beach

Implement rehabilitation of the Crandon Park Botanical Gardens.

Plant a red mangrove screen along the shoreline East of the Bear Cut Bridge (approximately 450' in length).

Construct the Park Visitors and Nature Center.

Remove or modify all light poles over twenty five feet high and in particular those at the baseball diamonds, charter board dock, picnic shelter area, amusement area, golf course and tennis court areas.

**CATEGORY THREE:**

Reinstate the children's petting zoo in the Matheson Plantation area of the old zoo.

Install the median strips in the South Beach parking lot.

Remove the concrete side walks in the existing median strips of the Beach parking lots.

**CATEGORY FOUR:**

Renovate the existing Lifeguard Headquarters Building and build main tower on the beach as described in the Master Plan.

**CATEGORY FIVE:**

Construct dockmaster's office and modify buildings at the Marina.

**CATEGORY SIX:**

Construct the Crandon Boulevard intersections.

## APPENDICES

| | |
|---|---|
| Architecture - The South Florida Vernacular Architectural Standards | A |
| Crandon Park Lands - Landscape Guidelines and Standards | B |
| Dade County Park Policy and Park Designations | C |
| "Save Our Parks" Charter Amendment | D |
| Commercial Imagery and Recording Rules | E |
| Matheson Family - Dade County Settlement Agreement (January 1993) | F |
| Tennis Center Survey and Settlement Agreement (Exhibit B) | G |
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| West Point Preserve Protection Ordinance | I |
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| Bear Cut Preserve Mitigation Plan | K |
| Bear Cut Preserve Historical Surveys | L |
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| Key Biscayne Archaeological Zone | N |
| Crandon Park Signage Guidelines and Standards | O |
| NR&PA Park Maintenance Standards | P |
| Aerial Photographs | Q |
| Historic Crandon Park Plans | R |
| Crandon Park History | S |
| Bear Cut Bridge Bicycle Path Modification | T |
| Master Plan for the Gardens at Crandon Park (1987) | U |
| County Park Permit Performance Evaluation | V |

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*Country Bumpkin* by Charles Crandon Privately Printed. Available at the Dade County Public Library.

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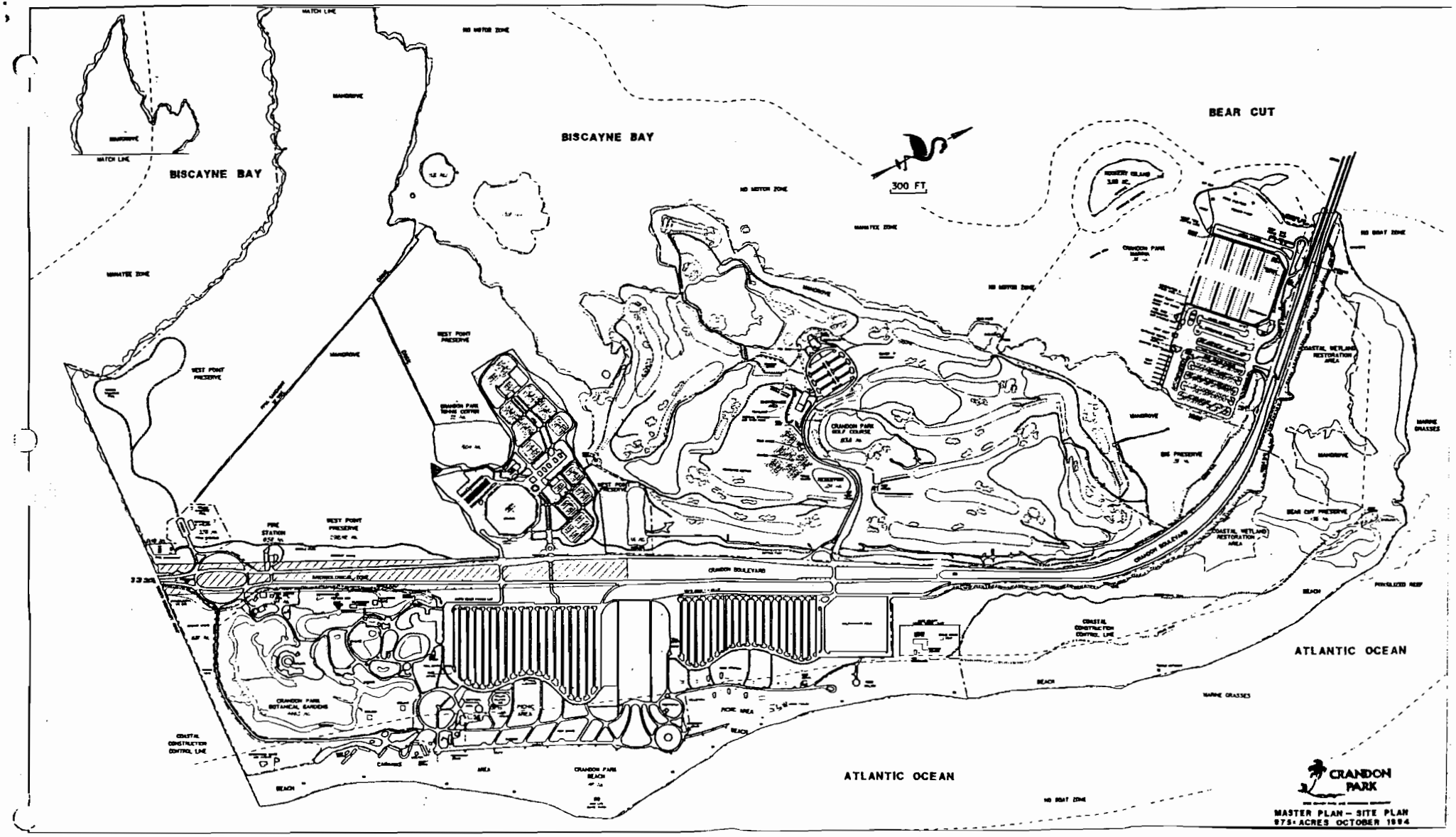
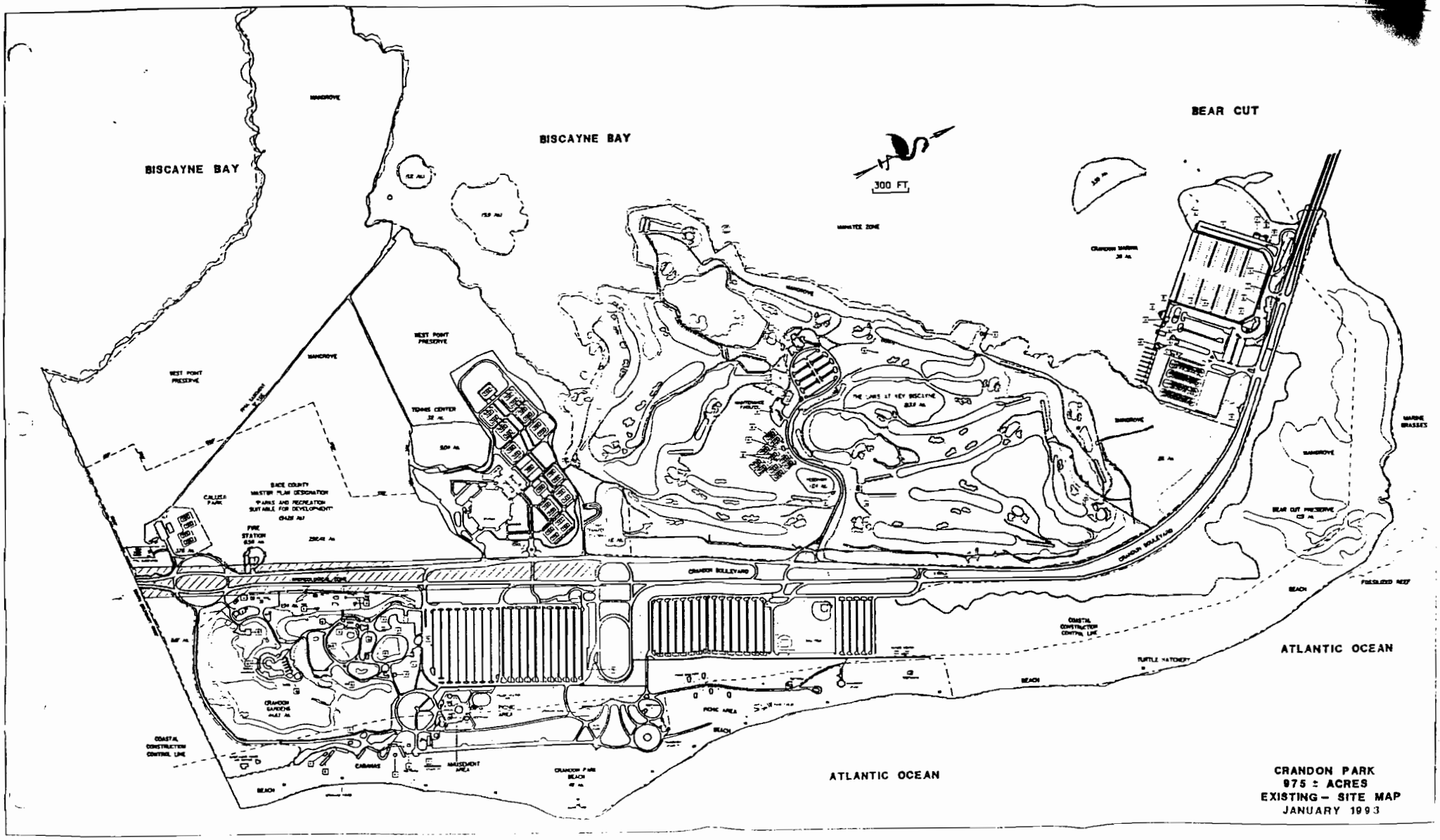

BISCAYNE BAY
BISCAYNE BAY
BEAR CUT
300 FT.
ATLANTIC OCEAN
ATLANTIC OCEAN
CRANDON BOULEVARD
CRANDON PARK
MASTER PLAN – SITE PLAN
875± ACRES OCTOBER 1984

611

160




CRANDON PARK
975 ± ACRES
EXISTING – SITE MAP
JANUARY 1993

# APPENDIX A

# SOUTH FLORIDA VERNACULAR ARCHITECTURAL STYLE

**DRAFT DATED**
**7/09/96**

# SOUTH FLORIDA VERNACULAR ARCHITECTURAL STYLE

## ARCHITECTURAL STANDARDS

## FOR

## THE CRANDON PARK LANDS

The architectural design standard for all structures or features located on the Crandon Park Lands shall be South Florida Vernacular as described herein. The South Florida Vernacular Architectural Style shall be carried out in full recognition and reproduction of the design elements exhibited (A-1 through A-14) herein. The design of all structures on the Crandon Park Lands shall be interpreted in such a way as to retain the essence of the unique South Florida Vernacular character while minimizing maintenance and discouraging vandalism. This structural and design standard shall remain timeless in design and quality and free of any fads or trends whatsoever while in compliance with all applicable codes.

All structures such as buildings, concession stands, etc. and all features such as benches, tables, barbecue pits or other amenities located on the Crandon Park Lands shall likewise be simple and timeless in design, and maintenance and vandalism free, such as the galvanized steel and pressure treated wood picnic tables in use as of October, 1993 (Note Exhibit A1-14).

## SOUTH FLORIDA VERNACULAR MATERIAL STANDARDS

Structures can be wood frame or reinforced concrete frame. In either case it shall comply with the South Florida Building Code and life Safety Code and all other applicable codes.

Exterior facing shall be horizontal or vertical wood siding with plain pressure treated wood and corner boards for detailing or stucco finish. Should wood facing be used, it shall be representative of the exhibits herein.

Roofs may be gable or hipped, of exposed wood beam or rafter wood truss construction, with 4/12 to 8/12 pitch. Dormers are required in lieu of skylights. Roofs shall have exposed rafter ends and generous overhangs with minimum depth of 2' with no soffits, responding to passive energy efficient design and taking into consideration appropriate orientation. Patented light weight wood truss construction is prohibited. The exposed interior wooden rafters shall be used whenever possible. The maximum height to the top of the beam of all structures shall be no higher than 25' above existing grade as established by the 1993 U.S. Government Topographical Map for Key Biscayne.

Roof surfacing can be standing seam galvanized or Gavalume sheets or asphalt shingles in factory coated neutral colors of tan, gray or green.

Doors may be wood (solid core) paneled, commercial grade or metal paneled doors. All doors shall have plain wood or metal painted surrounds, including the retrofits; that is, existing utilitarian buildings.

Windows may be wood or aluminum and glass double hung sash 1/1, 2/1, 3/1, 6/1, 6/6 or wood and glass casement with plain wood surrounds, same as doors. Shutters may be louvered on track, in compliance with South Florida Building Code and may be used for night security, as well as hurricane protection. Code approved wood shutters (or material with similar appearance) shall be used. If the former is not possible, concealed roll down shutters are an acceptable alternative.

Porches shall respond to passive design and will be contained under the main roof slope. Separate roof structure, slightly lower pitch may also be used on specific applications. Unless precluded by code, vertical supports shall be 6"x6" wood post. Posts may be plain or have simple base and simple capital detail trim. There shall be no scrollwork or gingerbread. Railing shall be of simple design with vertical slats. The porch and all wood trim shall be pressure treated wood unless otherwise specified. Porches shall be 10' minimum ceiling height at the vertical wall and 10' in depth.

Exterior paint colors and stains shall be applied according to the color sheet appearing in Appendix A-14, which is part of this South Florida Vernacular Architectural Standard.

Paint quality shall be first quality acrylic latex, non-glossy, with non-toxic mildew additives. See: Paint colors for buildings and awnings.

Roof vents shall be louvered with fiberglass screening behind. Dimensions to be 1 to 2 ratio of width versus length.

Insulation: Roof and walls shall be insulated to meet or exceed the state of Florida energy code.

Exterior security lights, fire extinguisher cabinets, emergency lights, and other similar fixtures shall be incorporated into original designs to forgo any appearance of afterthought.

Landscaping around all buildings shall complement and enhance the architectural design features, as well as help in passive cooling and/or heating of the building.

Building design may optimize the use of day light in the building by the use of dormers, but no sky lights.

Exhibits A-1 through A-14 are hereby made part of these standards in order to provide pictorial representations of the South Florida Vernacular Architectural Style.

## Crandon Park Color Standards[28]

### MARINA

| | | |
|---|---|---|
| Dockmaster's Office | Building | Yellow 100 |
| | Trim | Blue 301 |
| | | White |
| | Awning | Park Green 563 |
| Charter and Rental Boats | Awning | Park Green 563 |
| | Wood Screening | Natural Wood Life Stain |
| | Booth | Warm Gray 2U |
| | Trim | Blue 3D |
| Utility Buildings | | Warm Gray 2U |
| | Trim | Blue 301 |
| Restrooms | Building | Warm Gray 2U |
| | Trim | Blue 301 |
| "Sunday's" Restaurant | To remain as is except the awnings upon replacement | Green 562 |

### GOLF COURSE

| | | |
|---|---|---|
| Clubhouse | Building | Warm Gray 2U |
| | Trim | Green 562 |
| Outdoor Restrooms | Existing color except change roof colors tan, gray or Galvalume metal | |
| Maintenance Area | Building | White |
| | Trim | Green 562 |

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28 Pantone professional color selector for architects (1984); Pantone color selector 1000 coated and uncoated (1994-1995); Pantone color formula guide (1993).

## TENNIS CENTER

| | | |
|---|---|---|
| Clubhouse | Building | Yellow 100 |
| | Trim | Green 562 |
| | Trim | White |
| | Roof Standing Seam | Green |

## BOTANICAL GARDENS

| | | |
|---|---|---|
| Interpretive Area | Building | White |
| | Trim | Green 562 |
| | Roof | Green Asphalt or Galvalume |
| Restrooms | Buildings | Green 565 |
| | Trim | Yellow 100 |

## PARK VISITORS CENTER

| | |
|---|---|
| Building | White |
| Trim | Green 562 |
| Roof | Galvalume |

## PARK RESTROOMS

| | |
|---|---|
| Building | Yellow 100<br>Warm Gray 2U |
| Trim | Green 562<br>Blue 300 |

## LIFEGUARD BUILDING

| | |
|---|---|
| Building | White |
| Trim | Blue 300 |

## NATURE CENTER

| | |
|---|---|
| Building | White |
| Trim | Green 562 |

## Pantone Color Identification Numbers for Crandon Park Colors

Marina Blue 300
Trim Blue 300 and Darker 301
Light Blue - 297
Park Green - Medium 563
Light Green - Light 565
Dark Green - Dark 562
Building Green - Light 565
Building Yellow - Light 100
Park Gray - Warm Gray 2U
Awnings- 563
Exposed Wood - Appropriate shades of stain; natural, dark, white, green and gray

- All exterior porches (underside of roof) to be natural wood or white (egg shell or matte)

- Gloss white for trim

- Buildings which are immediately adjacent to each other shall adopt a uniform color coordination.

# APPENDIX B

# CRANDON PARK LANDS
# LANDSCAPE GUIDELINES AND STANDARDS

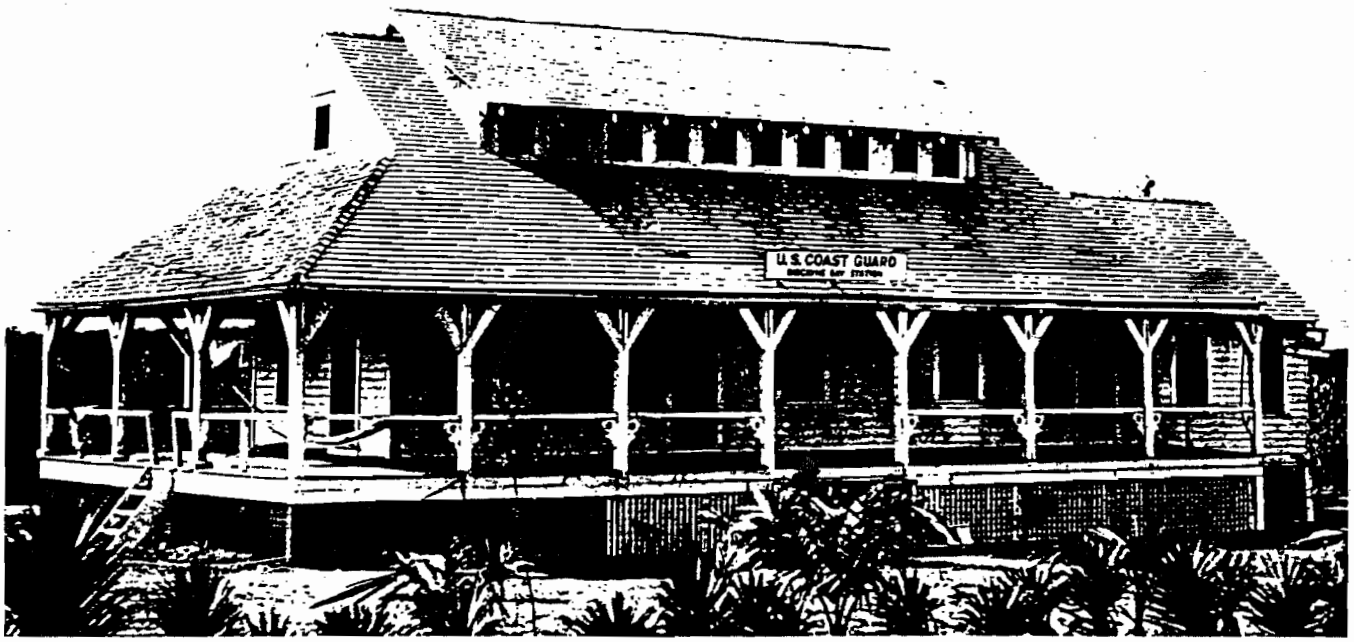
## FLORIDA VERNACULAR EXHIBITS

Exhibit A-1

1. Boca Grande Light House Elements - top treatment of veranda posts, simple picket railing, long shuttered windows, belvedere on roof excluding lighthouse, wooden support posts underneath the building

## Exhibit A-2

2. Biscayne House of Refuge - Long windows, wrap around veranda, long dormer, roof line broken at ends for ceiling vents, building proportionately raised with screening around base.




THE BISCAYNE HOUSE OF REFUGE WAS ERECTED IN 1875 BY THE U.S. COAST GUARD TO ASSIST SHIPWRECK VICTIMS. THE RAISED FOUNDATION AND THE WRAP-AROUND PORCH ARE FEATURES THAT BECAME TYPICAL OF PIONEER BUILDINGS IN THE SOUTH FLORIDA AREA. IT WAS FORMERLY LOCATED ON MIAMI BEACH. NEAR INDIAN CREEK. (ROMER COLLECTION, MIAMI-DADE PUBLIC LIBRARY)

Exhibit A-3

3. Rockledge train station - Post supports with radius as shown.

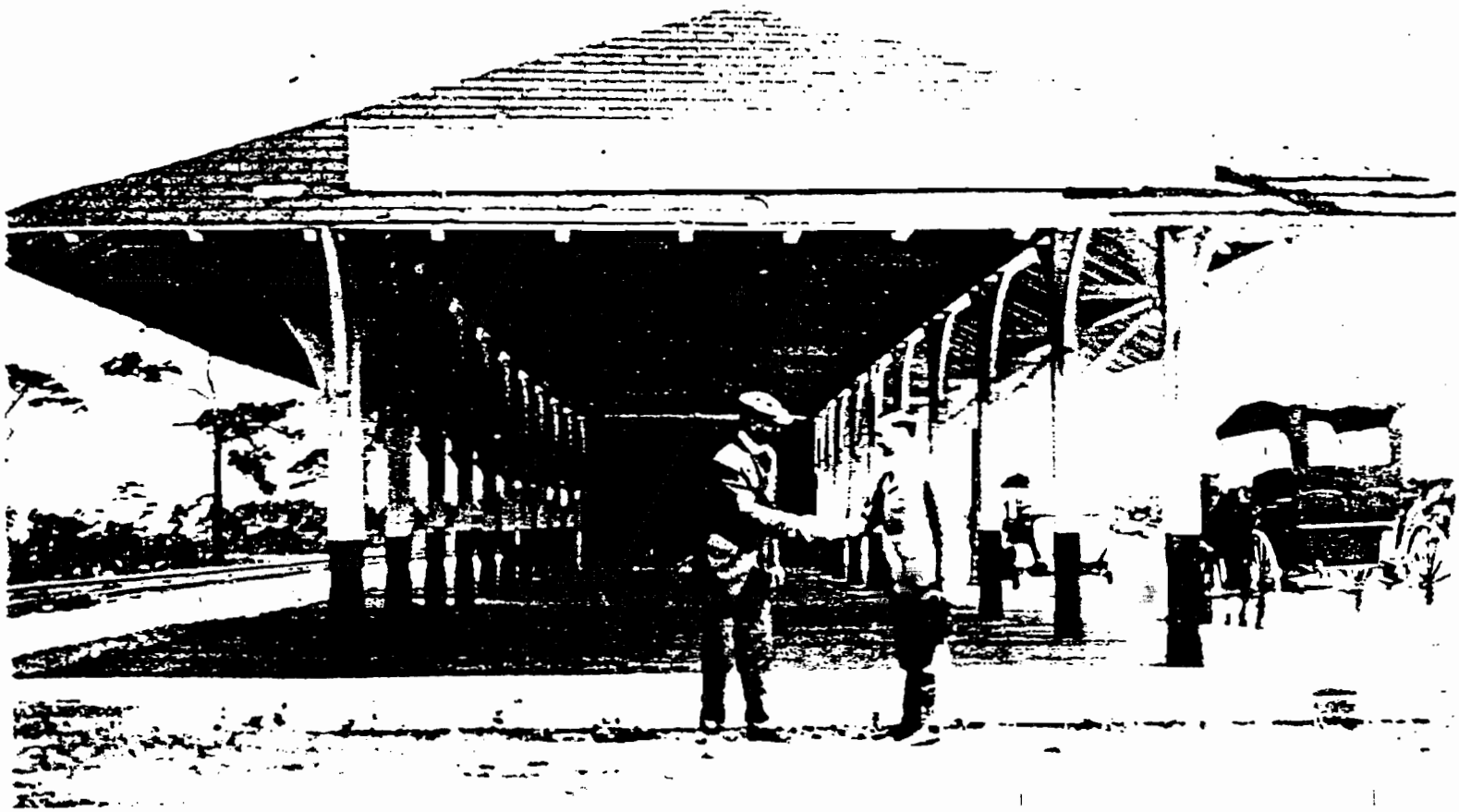


Exhibit A-4

4. Florida City - Railings, support posts with top treatment, simple dormer

Railway section foreman's house in Perrine with Chap Brown and wife Nina Ogg Brown o. steps. 1904

**Exhibit A-5**

5. Edison Home Veranda - Broad feel of porch, open ceiling, wood siding, vertical windows to floor with trim.

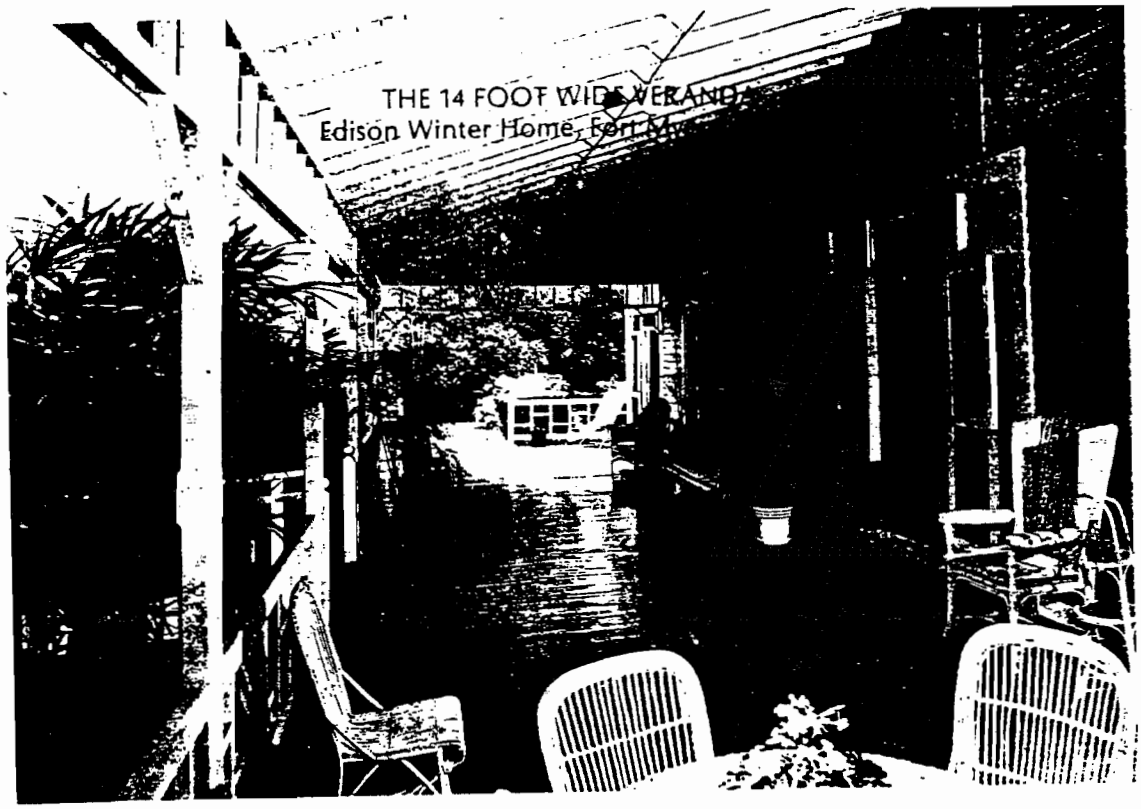


**Exhibit A-6**

6. Sanibel Island Lighthouse - Simple unbroken roofs, surrounding veranda, simple wood support underneath, vertical windows.

*Lighthouse — Museum. Sanibel Island. Florida*

**Exhibit A-7**

7. 612 Elizabeth St. House - Vertical casement windows with molding, enclosing shutters, clapboard walls, color combinations, front veranda, railing cap with picket treatment but free of gingerbread.

**Exhibit A-8**

8. 619 Ash St. House - Two sided verandas, roof pitch flattens as it goes over veranda, high casement windows. Gingerbread not typical.

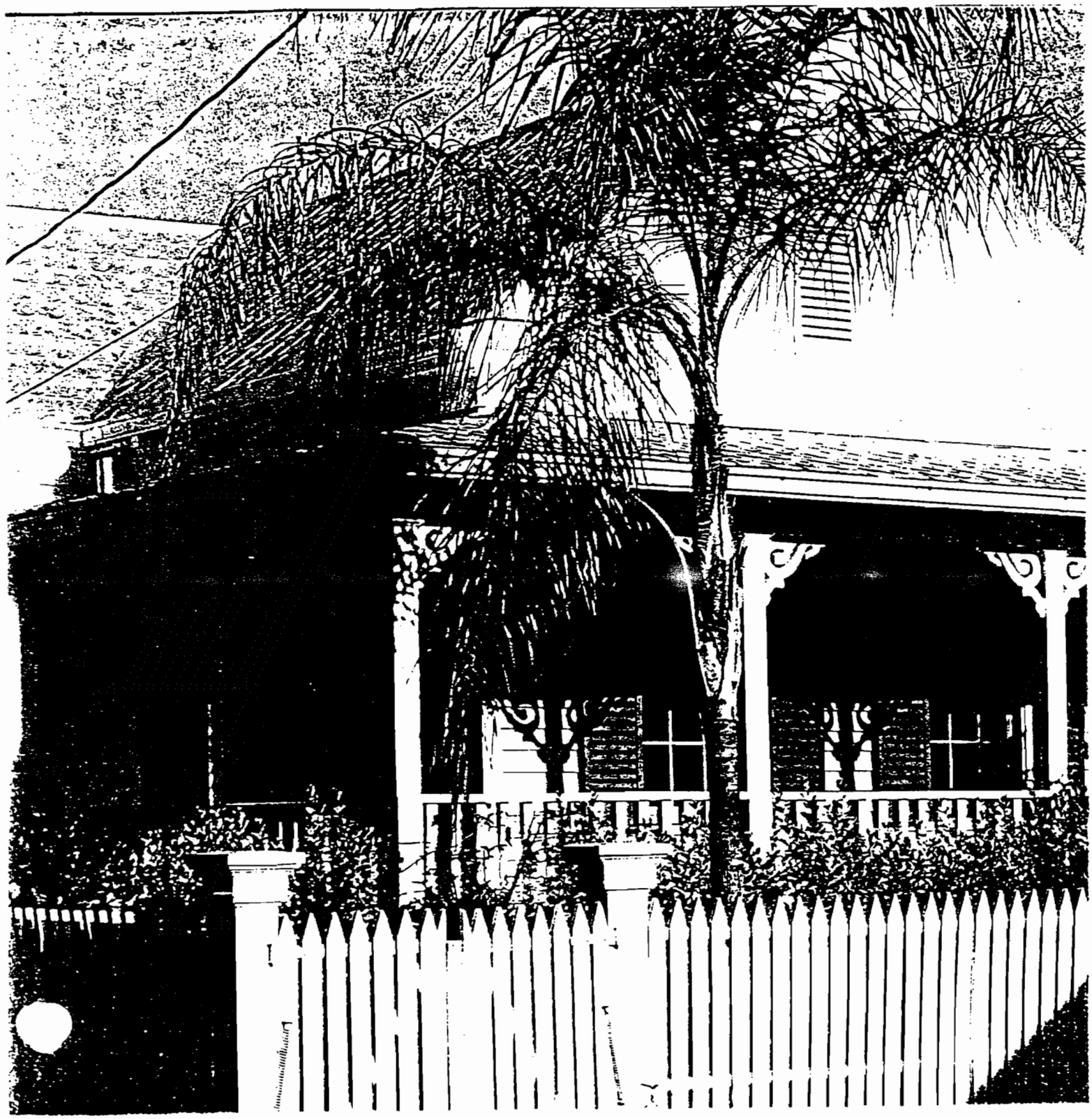


**Exhibit A-9**

9. Room Interior - Vertical windows, high pitched ceiling with exposed rafters, mid-room braces (top of walls).

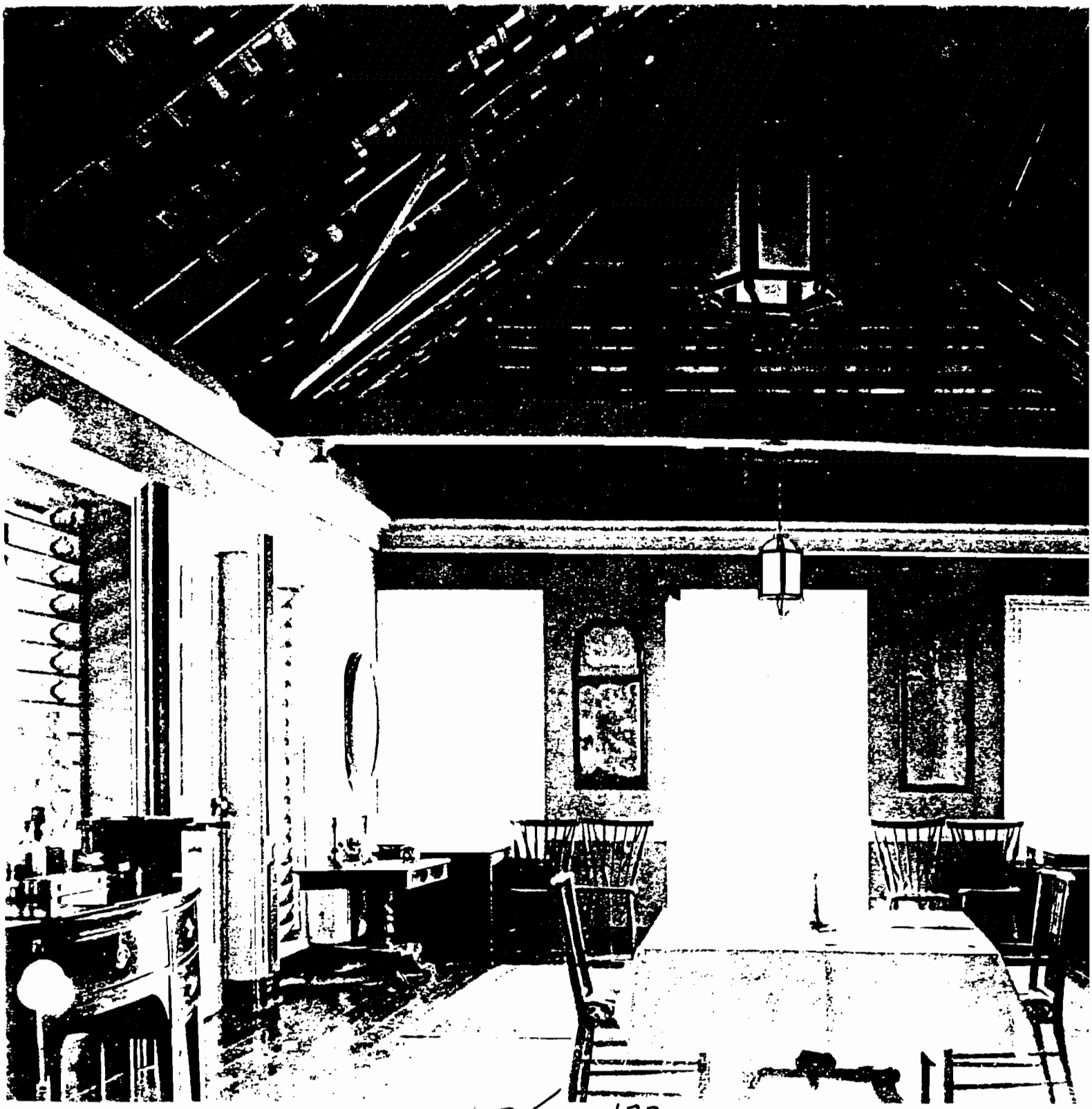
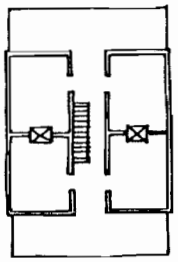


**EXHIBIT A-11**

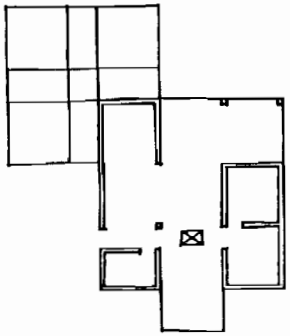
**House - Seaside, Florida**

*"While derivative of the four-square Georgian house as referenced by the pyramidal-shaped roof, this design simultaneously addresses the 'nine square' problem, a popular design format since Palladio's time. In scale, the house suggests a visual connection to the austere plantation house of Florida, particulary in the wide spacing and scale of the 10" by 10" supporting columns. While presenting a formal 'face' to the public, the plan accepts the more contemporary orientation of living spaces, screened porches and wood decks to the rear, an area shaded by large oak trees."*

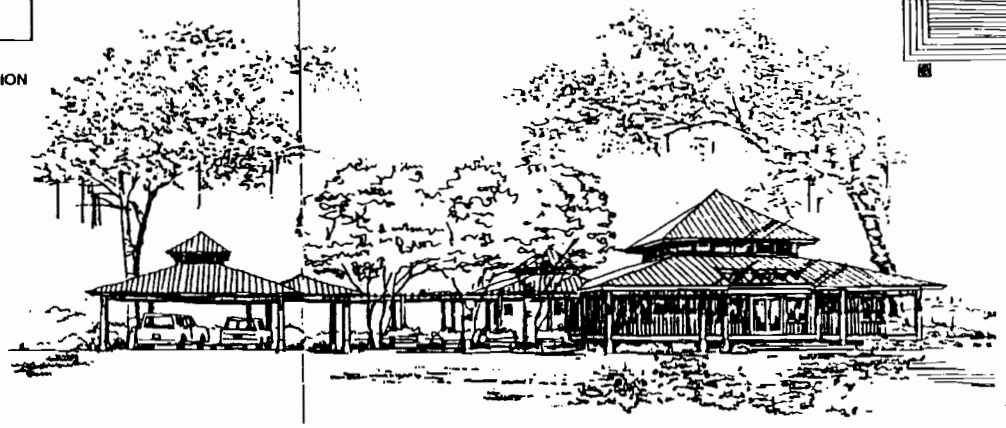
— Ron Haase,
*Architect*

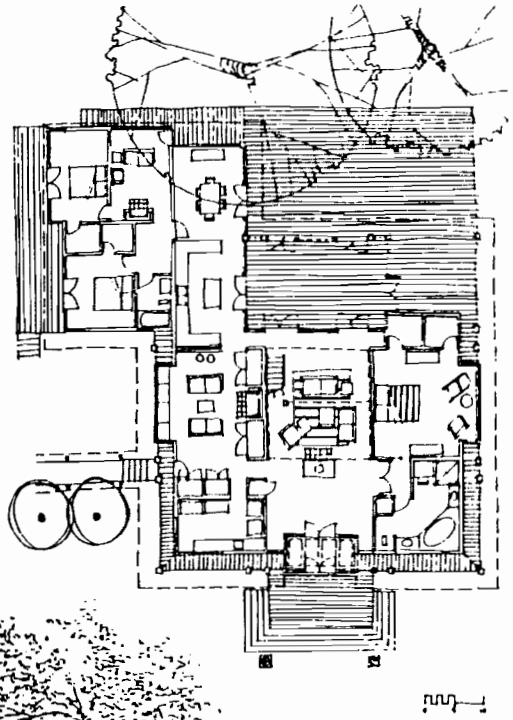


FOUR-SQUARE



INTERPRETATION





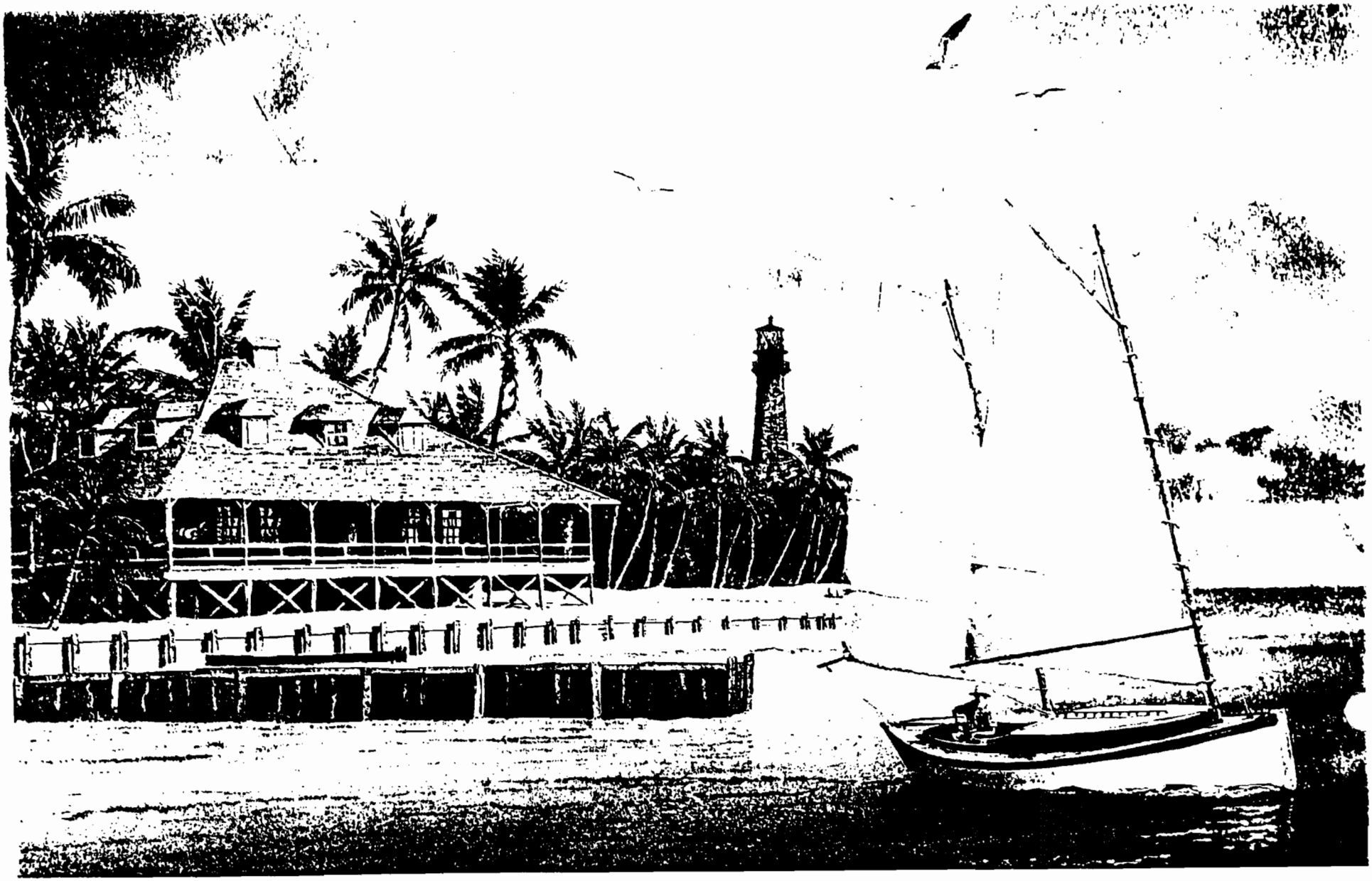
A residence near Micanopy, Alachua County.

Exhibit A-10

10. Classic cracker element - Wide spacing and scale of the 10" by 10" supporting columns, building connected by foliage arbor.

**EXHIBIT A-12**

**House - Seaside, Florida**



"The Egret at Cape Florida" by Phil Capen

Copyright © 1994 by Capen Art,Inc., art by Phil Capen, all rights reserved.

**EXHIBIT A-13**
**CARETAKERS HOUSE - CAPE FLORIDA, KEY BISCAYNE**

**SANDLOT PLAY AREA**

**The Children's Play Equipment shall be Natural Wood or Recycled Wood Products, Free of Bright Colors and Plastic Panels of the Type, Structure and Appearance Pictured**

# APPENDIX B

# CRANDON PARK LANDS
# LANDSCAPE GUIDELINES AND STANDARDS

**DRAFT DATED**
**7/09/96**

# CRANDON PARK LANDS
# LANDSCAPE
# GUIDELINES AND STANDARDS

# CRANDON PARK LANDS
# LANDSCAPE
# GUIDELINES AND STANDARDS

This Master Plan provides the following landscape guidelines and standards for all areas of the Crandon Park lands. Its purpose is to:

- Establish planted areas for different parts of the park.
- Establish criteria for plant selection and placement.
- Define degrees of landscape intensity and maintenance.
- Maintain coherence of design throughout all areas of the park.
- Provide illustrative sectionals of various landscape areas.
- Establish priorities for implementation.

# LANDSCAPE GUIDELINES

- Natural ecosystems, with their complex hierarchical structure of diverse fauna and flora, are generally more productive and self-maintaining and shall be preserved wherever possible.

- The existing natural features of the Park shall be utilized and enhanced.

- Ecologically sensitive areas shall be protected and any valuable existing vegetation shall be preserved.

- Climatic comfort shall be provided by utilization of existing and potential micro-climatic conditions through design form and material choice.

- Stormwater runoff shall be controlled and returned into the soil and aquifer (after adequate natural seepage) to support Park flora.

- Landscaping shall be responsive to exiting sub-surface geological conditions (water table, salinity, rock, etc.) or any other problem areas that potentially affect landscape development, in order to avoid budgetary or maintenance burdens.

- Soil erosion shall be prevented by proper grading and stabilization techniques.

- The original overall landscape design concept for Crandon Park, established in 1942 shall be the overriding concept. The Park shall be restored to the lushness of the early 1960's.

- This Crandon Park Master Plan is designed "for all time".[1] The landscape plan development must reflect this long-term commitment.

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[1] See Appendix F Settlement Agreement.

Therefore, the choice of landscape design elements must stress durability, hardiness and vandal resistance.

- The landscape design form and materials shall emphasize the "classic" and avoid the "voguish" and "trendy".

- Selection of landscape material, both structural and vegetative, shall emphasize attractiveness of form, color, texture and compatibility with existing material in the Park.

- Plant material shall be used which represents a logical and functional choice and is long-lived, hardy, insect and disease resistant and generally requires low maintenance.

- Plant materials shall be selected which complement each other and any existing material, particularly the outdoor surface material and the surrounding architectural structures, and the inherent characteristic (physical and associative) of the material and the underlying construction and installation techniques.

- Plant material shall be selected by size, cost and maintenance requirements such that elaborate designs, unobtainable species, specialized care, and large mono-cultural areas shall be avoided.

- All goals and objectives, criteria, directives, and specifications set forth in this Master Plan shall be strictly observed.

- All Crandon Park work and usage shall comply with all applicable Federal, State or local codes, laws, regulations or rules.

- Crandon Boulevard shall become a "green tunnel", which shall create a buffer from pollution (visual, noise, and air) for the rest of the Park.

# LANDSCAPE STANDARDS
## LANDSCAPE ZONES

There shall be three general landscape zones in the Crandon Park Lands:

### TROPICAL ZONE

This landscape zone emphasizes plant groupings that impart a "tropical" feeling and is carried out in the Gardens, Golf Course and Tennis Center and some picnic areas. Characteristics of this landscape theme are:

- a lush, tropical feeling from plantings of South Florida coastal and caribbean flora
- liberal use of coconut palms (85%) and other palms (15%)
- in the Gardens the large trees should be grouped in clusters rather than straight evenly spaced rows. Such irregular masses are more adaptable to changes caused by storm damage
- shade trees used as tall canopy plan or accent in areas of sufficient space to allow growth to mature spread. When planted among the tall palm canopy as an accent, select species which will not grow too tall to interfere with the palm canopy. Flowering tree species[2] are to make up 20% of the large tree population in the Gardens with some trees in bloom at all times
- use of large shrubs and small trees as screening masses to hide tennis courts, utilities, utility buildings and objectionable views

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[2]Trees that will produce a balanced variety of white, red, blue, pink, orange, yellow and purple/lavender flowers.

- use of perennial plants with bright colors of leaf or flower as accents in limited areas of high visibility

- use of fragrant plants and trees in the botanical garden, tennis center and golf course areas

- accent plants, primarily palms, and other species with interesting foliage, textures and forms evoking a "tropical" image

- any large leafed tropical foliage plants shall be confined to single specimens planted only in the Gardens

- use of appropriate native grasses and aquatic vegetation along the shore bank of the ponds and lakes throughout the park

## BEACH ZONE

The beach zone replicates the former coconut plantation atmosphere along the beach and beach picnic areas, central allée, boulevard and median frontages, and the marina entrance. Characteristics of this landscape theme are:

- coconut palms with saw palmetto along the boulevard and median strip frontages.

- beach dunes in areas of sufficient space to create large, flowing mounds, covered with vegetation characteristic of "coastal beach dunes" (sea oats, seagrape, coconuts, etc.).

## NATIVE ZONE

The native zone is comprised of plant material replicating the original tropical barrier island flora in the preserve areas, the interior of the boulevard median and portions of the Gardens. Characteristics of this landscape theme are:

- palms (primarily sable and saw palmetto) as accent groupings

- representative South Florida seaside and caribbean flora in the Gardens.

- use of large shrubs and small trees as tall screens or to buffer parking areas and maintenance areas. Emphasize use of multi-stem species to create thick bases to shade out weeds. Avoid planting directly under the canopy of shade trees since they will tend to be shaded out by the taller trees

- use of medium shrubs (up to 5' tall) and native grasses as the primary low masses, since there are few native ground covers or very low-growing shrubs suitable for large-scale use

## LANDSCAPE INTENSITY

Landscape intensity is defined by:

- Initial planted size of plan material

- Quantity of plants per given area

- Availability or uniqueness of species

- Complexity of design

Except for the coconuts, hedges, screening and parking lots, no more than five identical type trees shall be planted adjacent to each other.

Landscape complexity is defined by the size and diversity of plant type groupings in a given area. Plantings should become the quiet background to the limited Park signage. Planting patterns, forms and plant selections shall be discernibly different in each area to subtly guide the visitor through intersections and various parts of the Park. Park areas shall have the following landscape intensities:

High Intensity. The Crandon Park Gardens and the Preserves, portions of the Tennis Center and the planted section of the Boulevard Median Strip.

Medium Intensity. The parking lot Median Strips, Golf Course, Tennis Center, Picnic areas and designated Coconut areas.

Low Intensity. The Pelican Point area, the Boulevard Median Strip opposite the Crandon Park Marina and the multi-purpose sports field area.

## PLANT SELECTION AND PLACEMENT[3]

1. Placement. All plants and trees shall be placed so that they appear naturally distributed - occurring randomly, in the relative numbers and spacing as found in aboriginal South Florida (i.e., randomly planted as opposed to deliberately aligned); Exception - coconut rows, hedges and screenings.

2. Avoid clipped hedges or pruned shrub masses. Plants shall be selected which will grow naturally to the ultimate size envisioned in the composition or can be maintained to the desired height or spread with infrequent pruning. Plants should appear to be growing in their natural shapes, in keeping with the tropical theme.

3. Spacing and setback of plants. Plants shall be spaced far enough from the edges of pavements or adjacent areas to allow growth in their natural habit without excessive, severe pruning, and species shall be selected which are naturally slow growing to avoid frequent pruning. In high visibility areas which demand "instant" landscape, larger, more mature specimens of the slower growing species shall be planted instead of resorting to faster-growing, hence less-expensive species.

4. Near directional signage. Plants shall be selected which will not grow to block the signs or can be cut back infrequently without losing their "natural" appearance.

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[3]Included within these Landscape Standards are tree lists, sectional drawings and Landscape Plans, depicting graphically (pages 1-16) the particular standards for the landscaping of the respective areas of the Crandon Park Lands.

5. Safety barriers. Low masses shall be planted to reduce headlight glare from on-coming traffic, and to serve as impact-absorbing material for automobiles accidentally leaving the roadway.

6. Phasing and sizing of plantings. Some plant species may have to be planted before others are installed to:

   a) maintain proper size relationships between adjacent groupings.

   b) provide shade for shade-loving understory plantings.

7. Sod areas. Sod areas are discouraged except in areas large enough to be mowed with riding mowers and where ample sunlight is provided. Low maintenance centipede grass shall be used in all possible locations.

8. Mass groundcovers. Masses of groundcovers growing in the sun shall be avoided since they are expensive to install and more expensive to maintain in a weed-free condition than sod.

9. Xeric Landscape principles. Xeric landscape principles where practical shall be used throughout the Park to reduce water demand.

## Landscape Design

The overall intention is the creation of a simple, strong landscape setting, in scale with respective the areas of the Park.

1. Landscaping Continuity. A consistent approach is necessary in the landscape design in order to maintain overall visual continuity throughout the park.

2. Plant Material. The basic plant materials to provide overall landscape continuity are trees, shrubs, groundcover, and lawn.[4] The basic plantings shall be supplemented by appropriate trees, shrubs, and groundcovers selected from the

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[4]Master Plant List. App. B.

Master Plant List. All plant material, not otherwise specified as being "Specimen", shall be Florida No. 1 or better quality, graded in accordance with Grades and Standards for Nursery Plants, published by the State of Florida, Department of Agriculture. Plants judged to be not in accordance with said standards will be rejected. Caliper measurement, height measurement, height relation to caliper, spread, bare root and ball dimensions, number of canes, and related requirements shall confirm to the applicable standards above.[5]

3. Plant Material Size. Large and medium flowering and shade trees shall be a minimum of fifteen (15) feet in overall height with a spread proportional to the height immediately after planting. Shrubs shall be minimum of two (2) feet high immediately after planting when used as a hedge or screen. All other shrubs shall be a minimum of 18 inches high. Vines shall be a minimum of 30 inches in length immediately after planting.

4. Plant Use.: Plants shall be arranged to highlight entries and exits, soften and provide scale to area masses, structures and site development.

Plants shall also be used as the prime materials for screening undesirable views, (service buildings, all utilities) directing views, softening the impact of park buildings (Administration, Concession and Nature/Visitors Center) and vast areas of paving, and highlighting vehicular and pedestrian areas.

The plant masses shall be designed to the desired affect at maturity by selecting material for growth rate and initial planted size. Plants selected shall maintain the desired proportions over time without excessive pruning.

Ground covers shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within three (3) months after planting.

Grass, ground cover, or other approved landscape treatment, excluding pavement, shall be used in any remaining landscape area.

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[5]The maximum number of Tropical Almond trees permitted on the Crandon Park Lands shall be limited to two hundred (200).

Trees with destructive root systems shall be avoided.

Avoid creating planting areas in deeply-shaded areas subject to high winds or in very close proximity to moving vehicles.

Fragrant plants and trees shall be planted in areas where their odors can be appreciated by pedestrians.

Avoid the use of toxic or allergenic plants near pedestrian areas. Avoid use of heavily defoliating trees in transitory areas. Avoid trees with messy fruit, corrosive sap drippings, and surface roots in driveway parking and paved pedestrian areas.

Install temporary mulching on areas to be left bare of plant material for an extended period of time.

5. Security: Utility lines, connections, and related functions shall be designed and constructed with regard to public safety, health, and welfare.

6. Parking: The overall parking layout will be designed to function in a safe and efficient manner in accordance with the requirements of Dade County Building and Zoning. The minimum allowable parking stall dimensions will be 9 x 20 feet, or the appropriate size for the needs of the vehicles, with a minimum circulation aisle width of 24 feet adjacent to parking stalls. All parking lot striping and other markings shall be white.

## SETBACKS AND SPACINGS FOR PLANTINGS

The edge of Roadways and Median Strips distances are to be measured from the edge of pavement. The minimum setback for trees shall be 8 feet. The minimum distances established for shrubs and ground cover shall be 3 feet to allow plants to spread so as to avoid woody stems from forming where plants are continually sheared to keep them contained.

Setbacks should be increased beyond the minimum for plants which are not readily sheared to accommodate the planned growth pattern within the boundaries of the landscape area.

Trees shall be kept far enough away from buildings to allow a reasonably balanced canopy growth on all sides, without excessive pruning being required.

Plant Mass Dimensions: Shrubs masses and ground cover beds should be sized to allow maintenance staff to reach all sides of the bed for purposes of weeding and trimming and litter pick-up. The maximum reach for such purposes is 3 feet. An 18 inch-wide minimum access corridor should be provided between areas that exceed the reach capability of the maintenance staff. Shrub and ground cover beds whose species will not be damaged by pedestrian intrusion can exceed the reach distance.

Narrow, hard to get to, and/or isolated patches of grass must be avoided, and a hardy, low maintenance ground cover or shrub mass shall be substituted.

An equal consideration is the spacing between proposed plant material and or exiting vegetation. The Master Plant List gives the average mature size of each plant. These sizes are based on the dimensions the plant material can be expected to reach at maturity in this (climatological) region with the prevailing soil and geological conditions. In view of the importance of minimizing maintenance problems and reflecting the longevity of the landscape development, the plant spacing shall be based on the average mature size of a plant.

The spacing among tree groups or tree rows will be the sum of their combined mature spread (as shown on the Master Plant List) and divided by two. The average mature size of a tree will likewise determine the distance that tree should be planted from any adjacent vertical structures, or overhead utilities. The mature height of a tree will determine whether it is suitable beneath over-hanging elements. In no case shall the proposed plant material, when mature, intrude into a building, or overhead utilities.

## PLANTING ALONG CRANDON BOULEVARD

A vegetative screen along Crandon Boulevard must be sufficiently high, densely planted both at tree level and understory level and be a minimum of fifty feet thick before it can reduce noise levels to any appreciable degree. Saw Palmetto and other native plants shall be used under the rows of coconut trees to provide a natural rather than a created environment.

All trees near signs and street lights shall be placed and trimmed so as to avoid hiding the signs and lights from passing motorists and pedestrians.

Except for the north entrance sign landscaping, the first 2,700 foot of the median strip shall be returned to turf within one year of the Adoption Date.

The six large banyan trees in the central allee along Crandon Boulevard, shall be trimmed and maintained to a sixty foot diameter.

All shrub or groundcover material shall be chosen to conform to certain size limitations such that at maturity their height will not obstruct the path of vision or require an excess frequency of pruning near sign locations and all bicycle path intersections.

The approaches (300' long) to the boulevard intersections shall be landscaped in low grasses (maximum height 2') and coconut trees (clear trunks height 8') starting 15' back from the pavement and gradually widening to the full width of the median 50 feet from the radius. (See Master Plan - Landscape Plan).

All mounding or earth sculpting shall be designed so as to provide an unobstructed view of all nearby signs. Likewise, all other landscape elements such as fences, walls, seating, etc., shall also be designed and located where they do not obstruct these signs.

Objectionable views (i.e. utilities, maintenance areas) or conflicting land uses shall be screened from view through the use of trees or shrub hedges or masses. In general, plant material which has dense foliage should be chosen. As mentioned above, proposed screens shall be designed for the mature height and spread of the

chosen plant material. Shrub material in hedge rows shall be multiple stem and low branching to minimize the need for ground cover or frequent weeding.

Planting design shall also be considered as a means to help improve local microclimatic conditions. An example is the use of canopy trees, tree rows and shrub hedges for windbreaks and wind funnels.

## INVENTORY DISTRIBUTION

Plant materials maintained in inventory or otherwise on the Crandon Park Lands as of the Adoption Date in aggregations which would violate the aggregation standard appearing on page 7 of these Guidelines and Standards (i.e., "no more than four identical type trees shall be planted adjacent to each other"), shall be retained where they are located on the Adoption Date, or may be removed from their existing locations (i.e. the Botanical Garden, etc.), and stored in appropriate holding areas on the Crandon Park Lands, or replanted solely upon the Crandon Park Lands. Only propagated plant material may be removed from Crandon Park for replanting elsewhere.

The areas adjacent to and north of the Fire station and north of the condominiums shall be used for the propagation of a variety of coconut palms for use in the park or other parks.

Maintenance of all stored plant material shall be of the highest quality. While plant materials are in storage, a program of regular root pruning shall be maintained if necessary to provide that the material will be ready for replanting.

## UNDISTURBED AREAS

Plant material to be preserved in any area shall be defined as vegetation worthy of preservation located in areas where no construction or other disturbances are permitted. In general, this type of vegetation will be native trees, shrubs and ground covers to be left in their existing state, excluding invasive exotics.

## PRIORITIES FOR LANDSCAPE IMPLEMENTATION

The same criteria used to establish the degree of landscape intensity shall be applied to establishing priorities for landscape implementation. The areas with the highest frequency of visitors shall be highest priority especially where the speed at which the landscape is viewed and where objectionable views need to be blocked.

THE PRIORITY LIST FOR LANDSCAPING ON THE CRANDON PARK LANDS IS:

A. Park Entrance
B. Beach and Picnic Areas
C. Median Strip
D. Botanical Gardens
E. Bear Cut Preserve

## MAINTENANCE

Landscaping: After installation or acceptance by the Parks Department, all landscaping shall have regular continuous maintenance in order that it remain in a neat, well-groomed and healthy growing condition. The areas to be maintained shall be defined as trees, shrubs, grass and ground cover areas within the park.

All planting areas and lawn areas shall be weeded as necessary to maintain in a clean and weed free condition. Weeding shall be implemented by chemical or mechanical methods.

Topsoil, mulches, etc. lost from washouts, must be replaced with reconstructed grades returned to their original likeness. Mulch must be maintained in a clean and neat condition with a minimum of two (2") inch coverage over all planting beds and tree wells. Restore as necessary with mulch which is clean and free from foreign material.

Fertilizer shall be applied according to manufacturer's instructions. If there is any evidence of nutrient deficiency, corrective measures shall be taken.

Mulches shall not be allowed to mound-up tightly around the bases of the plants so as to smother them.

Special effort shall be given to the control of fire ants infesting the park. After control is accomplished, the ant mounds shall be lowered and tamped to the existing grade.

Spraying of insecticide, miticide or fungicide shall only be done in response to a particular problem.

Any diseased, dead or severely damaged plant material shall be removed and replaced with the same or similar material from the plant list or other new acceptable plant material and as close in size as that being replaced in order to maintain the landscape standards.

## Tree Maintenance

Those trees which have overextended, dead, and unsightly branches, shall be pruned and trimmed. Damage from wind, etc., shall be repaired. All trees shall be pruned and trimmed only as necessary to maintain their natural forms. Trees shall not be topped, "hatracked", "lollypopped", or sheared or pruned in any manner which alters the natural growth habit of the tree.

All trees except multi-stem groups shall be pruned to maintain a central leader and to remove branches which form narrow crotches. Trees shall be pruned to develop permanent Scaffold Branches which have a radial orientation and do not overlay one another. All suckers shall be continually removed from trees. Lower branches shall be removed for adequate clearance of vehicles and pedestrians.

Each tree shall be inspected on a continuing basis for broken branches, cross branches, damage from mowing equipment, etc. All corrective pruning and surgery shall be carried out immediately.

"Same-day" clean-up of all pruned and trimmed material and then chipped for mulch shall be required.

Trees shall be given semi-annually fertilization to maintain optimum growth. A slow-release organic or liquid fertilizer shall be used. The method of application shall be deep root injection for stimulation of root development, or by irrigation. Fertilizer from a sewage treatment plant may also be used.

No tree shall cut down, destroyed, removed, moved or effectively destroyed through damaging during construction or any other circumstance without prior written approval of the Dade County Department of Environmental Resources Management and then only after obtaining of proper permits.

Shrub and ground cover should be pruned and trimmed to remove dry season kill and wind damage, etc., and to create a uniformly dense plant. Selectively thin and tip back annually. Remove 1/4 to 1/3 of major branches to one (1") inch stumps to control size and promote growth and flowering. All shrubs and ground covers shall be pruned and trimmed only as necessary to maintain natural form.

Hedges shall be pruned so that lower branches are uniformly wide, tapering to top. Ground covers shall be pruned to prevent over-taking of shrub planting.

No trucks, heavy earth-moving equipment, or heavy construction supplies shall not be allowed under the drip-line of any tree after planting.[6]

## Seasonal Flower Beds

Seasonal flower beds shall be weeded, trimmed, edged and cultivated once per month to promote growth and maintain a neat and orderly appearance. All damaged plants shall be replanted as required.

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[6]See Landscape Standards Sectionals p9.

## Lawn Maintenance

Mow lawns as required or keep lawns at a heights of not less than 2" nor more than 3". Mow the bottom of detention basins (if applicable) to maintain a height of less than 3" and not more than 5".

Maintain all edges between grass, shrub beds, paved surfaces, building and structures by use of a sharp edging tool at least once a month. Edging shall be done only with machinery designed specifically for this work. Weed eaters and lawn cutting equipment shall not be allowed to come into contact with the trunks or bases of trees.

Any grass appearing in paved areas shall receive an application of soil sterilant according to manufacturer's direction. The sterilant shall be approved and will not be detrimental structurally to paved areas.

Lawns are to be fertilized uniformly four times a year as per manufacturer's directions. Overlapping and missed areas shall be minimized. Banding and streaking of fertilizer shall not be permitted.

Lawn areas shall be aerated annually to provide increased oxygen, nutrient penetration and irrigation efficiency.

Weed control will be applied as broadleaf weeds emerge and are in the juvenile growth stage. A selective herbicide will be applied as per label directions to eliminate broadleaf weeds within a tolerance of 5% per square foot of turf.

## Pond and Aquatic Maintenance

All pond surfaces shall be maintained free from weeds and scum. Emerging populations of Cattails or other undesirable species shall be selectively herbicide as necessary with a granular herbicide. Submerged and floating aquatic, (including Water Hyacinth), and nuisance vegetation may occur in the lakes and waterways. Biological and mechanical methods of control is preferred, but specific herbicides may be applied to control target species only if water quality is not adversely

affected. Apply only approved aquatic weed control and algacides based upon the recommendations of the U.S.D.A. Soil Conservation Service.

Carefully inspect all plantings weekly and spray in response to particular problems with pesticides approved for aquatic use and manufacturer's recommendations.

## Wetland and Littoral Zone Maintenance

In accordance with the Master Plan, representative natural vegetative wetland communities shall be preserved and created on the Park. In addition, littoral shelves, planted with natural wetland plant species will be planted along designated lake edges. These communities must be maintained and may require maintenance to discourage invading exotic species, or to maintain the aesthetic quality of the communities. Monitoring shall be utilized to identify potential undesirable vegetation. If this vegetation is observed, it shall be removed immediately to prevent further growth. Biological and mechanical methods of control are preferred, but specific herbicide may be applied to control target species only if the quality of the wetland or littoral zone is not adversely affected.

## Parking Lot and Sidewalks

All parking lot, sidewalks, and other hard surface areas shall be swept and cleaned as required and cracks and damaged areas of sidewalks shall be repaired or replaced as required. Damaged or eroding areas of the asphalt parking surface shall be replaced as required and overall resurfacing of the parking areas will be done as necessary.

Broken bumper stops and or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

## Lighting

Levels of light intensity in the parking areas of all exterior walkways and all illuminated signs shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

## Painting

All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and attractive manner.

## Signs

All signs shall be maintained in good repair so as to be clear, clean and legible.

## Trash

All trash and garbage shall be placed in designated containers, and all trash areas shall be screened and properly landscaped. Parking lots and landscape areas will be kept free of trash, leaves and dead landscaping materials. Maximum recycling shall be the norm.

## Structures

All structures, permanent and temporary, landscaping and all other improvements shall be continuously maintained so as to preserve a well kept appearance.

## IRRIGATION

A reusable gray water irrigation system shall be installed to adequately provide water to all the landscaped areas. Where accessible for mistaken public use, signs should indicate non-potable water. (NOT FOR HUMANS TO DRINK)

The irrigation system shall be fully maintained in a total operative condition at all times. The system shall be adjusted for the proper application of water at the proper seasons and times to assure good growing conditions for all plant materials.

Design shall provide for 100% coverage of all landscaped areas with spray overlap as recommended by the Equipment Manufacturer.

Basic consideration for design is that water must be sprayed away from all structures, roadways, and other paved areas.

Whenever possible, a minimum number of sprinkler heads shall be used to provide coverage.

Water saving techniques shall be used, consistent with other criteria.

Proper back-flow prevention should be used in the irrigation system design so as to prevent intrusion of irrigation water into potable water supplies.

Sprinkler zoning shall be tailored to the individual water requirements of specific plant groupings within a landscape area, even if more than the minimum possible zones are created.

The irrigation system shall be designed to allow application of the required amount of water to all parts of the system during the off-peak hours of 11 P.M. to 5 A.M.

Water shall be applied in such a way, and for such a duration of time at each operation, that deep-watering of the ground is achieved. Each zone shall operate a sufficient length of time to supply a minimum of ¼ to ½ inch of water over the surface of the ground at each watering. One inch of water per week is a minimum. This, of course, varies with soil conditions, types of plants, exposure to sun and drying winds, and weather conditions, and requires continual monitoring.

**MASTER PLANT LIST**
**CRANDON PARK**

Note: Species listed are not necessarily allowable in every area of the park. Specific area lists, where available, take precedence over this list.

(N) denotes a south Florida native species (F) denotes a flowering species

LARGE CANOPY SHADE & FLOWERING TREES (45' x 35' +)

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Averrhor | Carambola | |
| Boxbax ceiba | Red Silk Cotton | |
| Bucida buceras | Black Olive | Do not plant over parked cars |
| Bursera simaruba (N) | Gumbo Limbo | |
| Cassia javanica | Pink & White Shower (F) | |
| Ceiba Pentandra | Kapok | |
| Chrysophyllum oliviforme (N) | Satin Leaf | |
| Chorisia speciosa | Floss Silk (F) | |
| Delonix regia | Poinciana (F) | |
| Ficus citrifolia (N) | Shortleaf Fig | |
| Ficus aurea | Specimen | |
| Jacaranda mimosifolia | Jacaranda (F) | Low salt tolerance-high drought tolerance |
| Laguncularia racemosa | White Mangrove | |
| Lysiloma latisiliquum | Wild Tamarind | |
| Mangifera indica | Mango | Botanical Gardens only |
| Mastichodendron foetidissimum (N) | Mastic | |
| Peltophorum pterocarpum | Copper pod (F) | |
| Peltophorum roxburghii | Yellow Flamboyant (F) | |
| Peltophorum dubium | | |
| Persea borbonia (N) | Redbay | |
| Persea plustris | Swamp Redbay | |
| Quercus virginiana (N) | Live Oak | |
| Swietenia mahagoni (N) | Mahogany | Do not plant in rows along streets |
| Tamarindus indica | Indian Tamarind | |

MEDIUM CANOPY SHADE & FLOWERING TREES
(25' - 45' typ. height and/or narrow crown)

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Acacia farnesiana (N) | Sweet Acacia (F) | |
| Acer rubrum | Red Maple | |
| Amherstia nobilis | Pride of Burma[1] (F) | |
| Annona glapra | Pond Apple | |
| Avicennia germinans (N) | Black Mangrove | In saturated/occasionally inundated soils |
| Bauhinia x Blakeana | Hong Kong Orchid Tree (F) | Low salt tolerance, very invasive |
| Bauhinia variegata | | Mainained areas only |
| Brownea grandiceps | Rose of Venezuela (F) | |
| Bulnesia arborea | Bulnesia (F) | Low salt tolerance |
| Cassia bicapsularis | Cassia | |
| Cassia fistula | Shower of Gold (F) | |
| Cassia javanica | Apple Blossom Cassia (F) | |
| Caesalpinia granadillo | Bridalveil | Low salt tolerance |
| Calophyllum brasiliense | Beauty Leaf | |
| Citharexyllum fruticosum (N) | Fiddlewood | |
| Clusia rosea | Pitch Apple | |
| Cochlospermem vitifolium | Wild Cotton (F) | |
| Conocarpus erectus (N) | Green Buttonwood | |
| Coccoloba diversifolia (N) | Pigeon Plum | |
| Coccoloba uvifera (N) | Sea Grape | |
| Dipholis salicifolia | Willow Bustic | |
| Erythrina poeppigiana | Mountain Immortelle (F) | |
| Erythrina glauca | Swamp Immortelle (F) | |
| Gliricidia sepium | Madre de Cacao (F) | |
| Guapira discolor (N) | Blolly | |
| Hypelate trifoliata (N) | White Ironwood | |
| Ilex cassine (N) | Dahoon Holly | |
| Ilex krugiana (N) | Krugs Holly | |
| Kosteletzkya virginiana | Pink Marsh Mallow | |
| Krugiodendrum ferreum (N) | Black Ironwood | Very slow growing |
| Lagerstroemia speciosa | Queen of Flowers (F) | Low salt tolerance |

1Requires a rich, deep loamy and well drained soil.

| | | |
|---|---|---|
| Litchicinensis | Lychee | |
| Lonchocarpus violaceus | | |
| Lysiloma latisiliquum (N) | | |
| Piscidia piscipula (N) | Jamaica Dogwood (F) | |
| Magnolia virginiana | Sweetbay Magnolia | |
| Mammea americana | Mamey | |
| Manilkara zapota | Sapodilla | |
| Melia azedarach | Chinaberry (F) | Very weedy |
| Rhizophora mangle (N) | Red Mangrove | In salt or brackish water |
| Samanea | Saman (F) | |
| Simarouba glauca (N) | Paradise Tree | |
| Tabebuia heterophylla | Pink Trumpet (F) | |
| Terminalia catapa | Tropical Almond | Maximum limit 200 trees in park |
| Tripilaris surinamensis | Long John (F) | |
| Exothea paniculata (N) | Inkwood | |
| Ateramnus lucidus (N) | Crabwood | |
| Prunus myrtifolia (N) | West Indies Cherry | |

SMALL CANOPY & FLOWERING TREES

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Caesalpinia mexicana | Caesalpinia (F) | Low salt tolerance |
| Caesalpinia pulcherrima | Dwarf Poinciana (F) | Use Yellow, Orange and Red colors |
| Canella winterana (N) | Wild Cinnamon (F) | |
| Capparis cynophallophora (N) | Jamaica Caper (F) | |
| Capparis flexuosa (N) | Limber Caper (F) | |
| Cassia ligustrina | Privet Cassia | |
| Cassia quinguangulatum | | |
| Conocarpus erectus 'Sericeus' (N) | Silver Buttonwood | Use in single plantings and sparingly |
| Cordia boissieri | White Geiger (F) | |
| Cordia sebestena (N) | Orange Geiger (F) | |
| Eriobotrya japonica | Loquat (F) | Use sparingly |
| Eugenia axillaris (N) | White Stopper | |
| Eugenia confusa (N) | Redberry Stopper | |
| Eugenia foetida (N) | Spanish Stopper | |
| Eugenia rhombea (N) | Red Stopper | |
| Eugenia malaccensis | Malay apple (F) | |
| Exothea paniculata (N) | Inkwood | |
| Forestiera segregata (N) | Florida Privet | |
| Guaiacum sanctum (N) | Lignum Vitae (F) | |
| Guettarda scabra (N) | Rough Velvetseed (F) | |
| Gymnanthes lucida(N) | Crabwa | |
| Ilex cassine(N) | Dahoon Holly | |
| Jacquinia keyensis (N) | Joewood | |
| Jatropha hastata | Jatropha (F) | |
| Juniperus silicicola (N) | Southern Red Cedar | |
| Lagerstroemia indica | Crape Myrtle (F) | Low salt tolerance |
| Ligustrum japonicum | Japanese Privet | |
| Manilkara bahamensis (N) | Wild Dilly | |
| Myrica cerifera (N) | Southern Wax Myrtle | |
| Myrcianthes fragrans (N) | Simpson's Stopper | |
| Myrsine floridana (N) | Myrsine | |
| Noronhia emarginata | Madagascar Olive | |
| Plumeria spp. | Frangipani (F) | Red and white |
| Pithecellobium guadalupense (N) | Blackbead (F) | |
| Psidium littorale | Cattley Guava | Use sparingly |

| | | |
|---|---|---|
| Sena polyphylla | | |
| Tabebuia caraiba | Yellow Trumpet (F) | |
| Tecoma stans (N) | Yellow Elder (F) | Keep away from natural areas |
| Amyris elemifera (N) | Torchwood | |
| Zanthoxylum Coriaceum (N) | Biscayne Prickly Ash | |
| Picramnia pentanora (N) | Bitterbush | |
| Schaefferia frutescens (N) | Florida Boxwood | |
| Ardisia escallonioides (N) | Marlberry | |
| Calyptranthes pallens (N) | Spicewood | |
| Calyptranthes zuzygium (N) | Myrtle-of-the-River | |
| Crossopetalum rhacoma (N) | Rhacoma | |
| Erithalis fruticosa (N) | Black torch | |

PALMS

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Acoelorraphe wrightii (N) | Paurotis Palm | |
| Bismarckia nobilis | Bismarck Palm | |
| Chamaedorea cataractarum | Cat Palm | |
| Chamaerops humilis | European Fan Palm | |
| Coccothrinax argentata (N) | Silver Palm | |
| Cocos nucifera cultivars | Coconut | |
| | Malayan Dwarf Golden | |
| | Malayan Dwarf Green | |
| | Malayan Dwarf Yellow | |
| | Maypan Dwwarf Red | |
| | Panama Tall | |
| | Dwarf Red Spicata | |
| Dictyosperma album | Hurricane Palm | |
| Hyophorbe lagenicaulis | Bottle Palm | |
| Hyophorbe verschaffeltii | Spindle Palm | Used sparingly |
| Livistona chinensis | Chinese Fan Palm | Used sparingly |
| Neodypsis decaryi | Triangle Palm | |
| Neodypsis lastelliana | Teddy Bear Palm | |
| Phoenix canariensis | Canary Island Date Palm | Used sparingly |
| Phoenix dactylifera | Date Palm | Botanical Gardens only - used sparingly |
| Phoenix reclinata | Senegal Date Palm | |
| Phoenix robellini | Pigmy Date Palm | |
| Pseudophoenix sargentii (N) | Buccaneer Palm | |
| Ptychosperma elegans | Solitaire Palm | Low salt tolerance |
| Ptychosperma macarthuri | MacArthur Palm | Low salt tolerance |
| Rhapis excelsa | Lady Palm | |
| Roystonea elata (N) | Royal Palm | |
| Sabal palmetto (N) | Cabbage Palm | |
| Sabal minor (N) | Dwarf Palmetto | |
| Thrinax morrisii (N) | Silver Thatch Palm | |
| Thrinax radiata (N) | Green Thatch Palm | |
| Veitchia montgomeriana | Veitchia Palm | Used sparingly |
| Wodyetia bifurcata | Foxtail Palm | |

TALL SHRUBS (7'+)

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Alpinia purpurata 'Eileen MacDonald' | Pink Ginger | Low salt tolerance |
| Alpinia zerumbet variegata | Variegated Ginger | |
| Bauhinia galpinii | Red Bauhinia | |
| Beaucarnea recurvata | Pony Tail | |
| Bougainvillea glabra | Bougainvillea | |
| Calyptranthes pallens (N) | Spicewood | |
| Casasia clusiifolia (N) | Seven Year Apple | |
| Cephalanthus occidentalis (N) | Buttonbush - Freshwater wetland species | |
| Chrysobalanus icaco (N) | Cocoplum | |
| Codiaeum variegatum | Croton | Botanical Gardens specimen only |
| Cycas circinalis | Queen Sago | |
| Cycas revoluta | King Sago | |
| Duranta repens | Golden Dewdrop | |
| Grewia occidentalis | Star Flower | |
| Hamelia patens (N) | Firebush | |
| Jatropha integerrima compacta | Jatropha | |
| Murraya paniculata | Orange Jasmine | Botanical Gardens specimen only |
| Murraya paniculata lakeview | Lakeview Orange Jasmine | |
| Nerium oleander | Oleander | Poisonous |
| Pittosporum tobira | Pittosporum | |
| Pittosporum tobira Variegata | Variegated Pittosporum | |
| Podocarpus macrophyllus | Podocarpus | Tennis Courts |
| Pseudo bombax ellipticum | Shaving Brush | |
| Randia aculeata (N) | White Indigoberry | |
| Scaevola plumieri | Inkberry | |
| Sophora tomentosa (N) | Necklace Pod | Poisonous |
| Stachy tarpheda uticifolia | Porter Weed | |
| Suriana maritima (N) | Bay Cedar | |



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MEDIUM SHRUBS (3-7' typ. height)

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Acrostichum aureum (N) | Coastal Leather Fern | Salt Tolerant; Clustering |
| Acrostichum daneifolium (N) | Leather Fern | |
| Allamanda cathartica 'Hendersonii' | Brown Bud Allamanda | |
| Byrsonima cuneata | Locust Berry | |
| Callicarpa americana (N) | Beautyberry | Low salt tolerance |
| Canavalia maritima | Beach Bean | |
| Cassia bahamensis chapmanii (N) | Bahama Senna | |
| Crinum asiaticum | Crinum Lily | Botanical Garden |
| Dodonaea viscosa (N) | Varnish Leaf | |
| Erythrina herbacea (N) | Coral Bean | |
| Gardenia jasminoides | Gardenia | Use only grafted plants/ Botanical Garden/Low salt tolerance |
| Hibiscus rosa-sinensis | Hibiscus | Old fashioned red variety and "Anderson Crepe" |
| Ixora spp. | Ixora `Nora Grant' | |
| Iva frutescens (N) | Marsh Elder | |
| Jasminum nitidum | Shining jasmine | |
| Jasminum volubile | Wax Jasmine | |
| Lantana involucrata (N) | Wild Sage | Avoid exotic Lantana spp. |
| Leucophyllum frutescens | Texas Sage | |
| Mallotonia gnaphalodes (N) | Sea Lavender | |
| Nerium oleander 'Petite' cvs. | Dwarf Oleander | Poisonous |
| Panicum amarum (N) | Panic Grass | |
| Plumbago auriculata | Plumbago | |
| Psychotria nervosa (N) | Wild Coffee | |
| Psychotria sulzneri | Soft Leaf Woild Coffe | |
| Raphiolepis indica | India Hawthorn | |
| Serenoa repens (N) | Saw Palmetto | |
| Sophora tomentosa | Necklace Pod | |
| Stachytarpheda uticifolia | Porter Weed | |
| Tabernaemontana divaricata | Crape Jasmine | |
| Tripsacum dactyloides (N) | Fakahatchee Grass | |

| | | |
|---|---|---|
| Uniola paniculata (N) | Sea Oats | |
| Yucca aloifolia (N) | Spanish Bayonet | In non-pedestrian areas only |
| Zamia furfuracea | Cardboard Palm | |

LOW SHRUBS & GROUND COVER (Typ. height 3' or less)

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Borrichia arborescens (N) | Sea Oxeye Daisy | Silver |
| Borrichia frutescens (N) | Sea Oxeye Daisy | |
| Bromeliads | | |
| Carissa Emerald Blanket | Dwarf Carissa | |
| Carissa macrocarpa | Boxwood Beauty | |
| Crinum americanum (N) | String Lily | |
| Crinum asiaticum | White Asian Lilly | |
| Corton punctatus | Beach Corton | |
| Dietes bicolor | Yellow African Iris | Low salt tolerance |
| Dietes vegeta | White African Iris | Low salt tolerance |
| Distichlis spicata | Seashore Saltgrape | |
| Ernodea littoralis (N) | Golden Creeper | |
| Euphoriba milli | Crown of Thornes | Use Red, Pine Yellow colors |
| Felicium diciepes | Japanese Fern | |
| Gaillardia pulchella (N) | Blanket Flower | Annual |
| Galphinia gracilis | Thryallis | |
| Helianthus debilis (N) | Dune Sunflower | Annual - use east coast variety |
| Hemerocallis Spp. | Daylily | |
| Hymenocallis latifolia (N) | Spider Lily | |
| Iris hexagona | Blue Flag Iris | |
| Iva imbricata (N) | Beach Elder | |
| Lantana depressa | Dwarf Lantana | Avoid exotic Lantana spp. |
| Lanata montevidense | Purple Creeping | |
| Ligustrum lucidum | | |
| Liriope muscari 'Evergreen Giant' | Liriope | Botanical Garden only |
| Liriope muscari 'Variegated Giant' | Variegated Liriope | Botanical Garden only |
| Liriope spicata | Creeping Lily Tur | |
| nephrolepis Spp. (One N) | Boston/Sword Fern | Low salt tolerance - Nephrolers Biserrata is possibly our only native species |
| Oenothera humifusa | Seaside Evening Primrose | |
| Oilenia hypogaea | Burrowing Four O'Clock | |
| Paniclum amarum | Bitter Paniclum | |

| | | |
|---|---|---|
| Paspalum distichum | Seashore Paspalum | |
| Pentas lanceolata | Pentas | Low salt tolerance |
| Pittosporum tobira Wheeleri | Dwarf Pittosporum | |
| Phleodium auren | Golden Fool Fern | |
| Polypodium spp. (some N) | Polypody Fern | Use native Florida spp. Native species is an epiphyte |
| Portulaca grandiflora | Moss Rose | |
| Rumohra adiantiformis | Leatherleaf Fern | |
| Sesuvium portulacastrum (N) | Sea Purslane | |
| Spartina Patens | Saltmeadow Cordgrass | |
| Sporo bolus virginious | Dropseed | |
| Stenotaphrum selundatum | St. Augustine Grass | |
| Strelitzia Regina | Bird of Paradise | |
| Thunbergia erecta | Bush Clock Vine | Avoid invasive thunbergia spp. |
| Tripsacum floridanum (N) | Florida Gamma Grass | |
| Turnera ulmifolia | Buttercup | |
| Verbena maritima (N) | Beach Verbena | |
| Vinca rosea | Periwinkle | |
| Zamia pumila (N) | Coontie | |
| Zephyranthes spp. | Rail Liloy | |

VINES (Some species may serve as ground covers)

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Allamanda violacea | Allamanda | |
| Bougainvillea spp. | Bougainvillea | |
| Cryptostegia madagascariensis | Madagascar Rubber Vine | |
| Ficus pumila | Creeping Fig | |
| Ipomoea stolonifera (N) | Beach Morning Glory | |
| Ipomoea pes-caprae (N) | Railroad Vine | |
| Okenia hypogaea | Beach Peanut | |
| Petrea volubilis | Queens Wreath | |
| Pyrostegia venusta | Flame Vine | Low salt tolerance |
| Trachelospermum jasminoides | Confederate Jasmine | |

ACCENTS

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Bambusa ventricosa | Buddha Bamboo | To 50' ± |
| | | Avoid other, invasive Bamboo species |
| Bambusa vulgaris | | |
| Musa spp. | Banana | Low salt tolerance |
| Opuntia spp. (N) | Prickly Pear | |
| Pandanus utilis | Screw Pine | |
| Ravenala madagascariensis | Travellers Tree | Low salt tolerance |

AQUATIC VEGETATION

| Botanical Name | Common Name | Remarks |
|---|---|---|
| Bacopa caroliniana | Water hyssop | shorebank |
| Bacopa monnieri | Water hyssop | shorebank |
| Batis maritima | Saltwort | shorebank |
| Crinum asiaticum | White Asian lily | shorebank |
| Cyperus odaratus | | shorebank |
| Crinum ameriacanum | Swamp-lily | shorebank |
| Eleocharis | Spike Rush | shorebank |
| Hymenocallis palmeri | Spider-lily | shorebank |
| Hymenocallis tridentata | Spiker-lily | shorebank |
| Jancus spp. | Rush | shorebank |
| Ludwigia repens | Red ludwigia | shorebank |
| Nuphar luteum* | Spatterdock | floating |
| Nymphaea elegans | Blue water-lily | floating |
| Nymphaea odorata | Fragrant water-lily | floating |
| Nymphoides aquatica | Floating heart | floating |
| Orontium aquaticum | Golden club | emergent |
| Peltandra virginica | Arrow-arum | shorebank |
| Pontederia lanceolata | Pickerelweed | emergent |
| Sagittaria graminea | Coastal arrowhead | emergent |
| Sagittaria lancifolia | Arrowhead | emergent |
| Salicornia spp. | Glasswort | shorebank |
| Saururus cernuus | Lizard's-tail | emergent |
| Scirpus spp. | Bulrush | emergent |
| Sesuvium potulacastrum | Seapurslane | shorebank |
| Spartina bakeri | Sand Cord Grass | shorebank |

| | | |
|---|---|---|
| Utricularia spp. | Bladderwort | submersed |

* = aggressive; do not plant in small, restricted areas.

Emergent: Species that grow in shallow water with leaves and flowers held above water.

Floating: Species that are rooted in soil but with leaves that usually float on the surface; flowers are held above water.

Shorebank: Species that can be planted along the shoreline and can tolerate shallow water above their roots.

Submersed: Species with leaves that are kept below water; may or may not be rooted in soil; flowers are held above water.

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# APPENDIX E

# COMMERCIAL IMAGERY AND RECORDING RULES

**DRAFT DATED**
**7/09/96**

# COMMERCIAL IMAGERY AND RECORDING RULES

**FOR**

**CRANDON PARK LANDS**

# RULES FOR ORIGINATION OF COMMERCIAL IMAGERY OR RECORDINGS ON THE CRANDON PARK LANDS

The following rules and regulations govern the creation of all commercial images originating on the Crandon Park lands.

1. Any person (as defined in Section 1.01(3), Florida Statutes) desiring to originate commercial imagery or recordings on or about the Crandon Park lands must sign in at the Park Office each day on their way into the Park. All production shoots or other similar activities shall be subject to applicable ordinances of Dade County, and all such persons shall be required to display a permit from the Miami-Dade Office of Film, Television & Print. The name of the Permittee must be displayed on the windshield of a vehicle.

2. The Permittee is responsible for the actions of all crew members and talent, and a copy of these rules be provided to and read by all crew members and talent before commencement of any activities.

3. There shall be no more than three (3) simultaneous shoots (production or still) on Crandon Park Beach at any one time that require equipment and/or vehicles (maximum: 2 cars and 1 motor home per shoot), of any kind to be parked or staged in the three (3) pre-designated areas along the Promenade walkway. The Park will assign designated areas on a first come first serve basis.

   In addition to the three shoots in the pre-designated areas, an additional three (3) simultaneous still shoots (with permits) will be allowed on Crandon Park Beach. These shoots shall be small in size. All equipment, props, etc. required must be transported to the shoot location from the parking lot without the use of vehicles. All other Crandon Park areas shall be limited to one (1) shoot (production or still) per area at any one time.

4. There shall be no entering Crandon Park through exits or other unauthorized passages.

5. No signage may be posted anywhere on the Crandon Park lands (including parking lots and service areas). Guide maps shall be available at the park office.

6. No person originating commercial imagery or recordings on the Crandon Park lands shall block or impede access to the following areas:

(1) Service Roads
(2) Handicap accesses to beach
(3) Concession Stands
(4) Showers and restrooms
(5) Promenade

Crews and talent must NOT block any access such as doors, driveways, stairs or ramps from the public.

7. Filming shall only be allowed in the Central Allee by shoots (production or stills) that can do so without parking any type of vehicle or mobil equipment anywhere on the Central Allee. An unobstructed (no vehicles or sets) view must be maintained in this area at all times.

8. Crew and talent must adhere to all instructions of Park staff.

9. Permittees must make their own provisions for dressing rooms. Showers and restrooms must NOT be used for dressing rooms. Permittees must prevent production equipment from becoming an obstruction to public access or unsightly.

10. There shall be no more than two (2) simultaneous shoots (production or stills) on Crandon Park Lands on weekends or holidays during the period of October through March. There shall be no filming on the Crandon Park lands on weekends or holidays during the remainder of the year, (April through September).

11. There shall be no use of lifeguard towers without permission of the lifeguard commander at anytime.

12. There shall be no nudity allowed on the Crandon Park lands.

13. No person shall be permitted to originate commercial imagery or recordings on the Crandon Park lands for more than two consecutive weeks.

14. Features, fountains, art objects, trees and plant materials are not props. They may not be moved, cut, touched or have anything hung or attached to them.

15. All debris must be cleaned up and bagged in Park areas after shoot and prior to departure.

16. No electrical or water hookups shall be granted without prior permission of the Park.

17. All persons permitted to originate commercial imagery or recordings on the Crandon Park lands shall observe all Park speed regulations and all other park regulations, including the Crandon Park Master Plan.

18. No animals shall be permitted on Crandon Park lands unless prior permission is granted by the Parks Department, and security measures satisfactory to the Parks Department have been implemented in advance.

19. Any use of special effects such as rain, wind etc. must be included in permit applications, and must be approved by the Parks Department in advance.

20. If weather or unforeseen circumstances alter shoot plans, the Park office must be notified immediately in order to make alternative arrangements.

21. All video, photos, films, recordings etc. shall contain a credit, easily readable in print or lasting at least four seconds in film or audio, reflecting the origin of such media at "Crandon Park, Miami, Florida".

22. The person desiring to originate commercial imagery or recordings on the Crandon Park lands shall secure and keep in force from and after the date such activity commences and throughout the period when such person is on Crandon Park lands, liability and automobile insurance's required as per Administrative Order 4-34, or as amended thereafter.

23. All revenue arising from user fees from origination of commercial imagery or recordings on the Crandon Park lands shall be considered an impact fee or a donation to the County solely for the enhancement and/or maintenance of the natural beauty of Crandon Park. The Park & Recreation Department's impact fee schedule (stated fees are to be considered as minimum), in the following categories reflect the type, size and impact of commercial imagery at Crandon Park.

## IMPACT FEES*

## VIDEO AND FILM

| | |
|---|---|
| 8:00 a.m. to Sundown | $500.00 |
| each hour before 8:00 a.m. (maximum one hour before sunrise) | 100.00 |

Please add 6.5% sales tax to all fees.

## PHOTOGRAPHY AND RECORDINGS

| | |
|---|---|
| 8:00 a.m. to Sundown p.m. | $ 100.00 |
| each hour before 8:00 a.m. (maximum one hour before sunrise) | 35.00 |

Please add 6.5% sales tax to all permit fees.

1. All fees must be paid by noon on the business day prior to the shooting (video & film by 10:00 a.m.; still photo & recording by 12:00 noon). Location fees are not refundable.
   Parking Fees shall be: Current park rates (only 2 cars and 1 motor home per shoot on the Service Roads; all other to be parked on regular parking areas.

   Extra vehicles: $20.00 each at Park managers discretion.

   Charges for Park services and personnel shall be the direct costs plus 10%.

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* All fees are to be adjusted to the Regional Consumer Price Index (CPI) every other year.

2. Early gate openings must be requested by the permitted person before 3:00 p.m. on the day before shoot.

All user fees and requirements are minimums and are subject to upward adjustment by the Parks Department.

Signature of Permittee indicates agreement to abide by the foregoing rules and regulations.

_____

PRINT NAME

_____

SIGNATURE OF PRODUCER/DIRECTOR

# APPENDIX O

# CRANDON PARK SIGNAGE GUIDELINES AND STANDARDS

**DRAFT DATED**
**7/09/96**

# CRANDON PARK SIGNAGE GUIDELINES AND STANDARDS

## Signage Guidelines

As is the case with Crandon Park's architecture, the signs throughout the Park shall have a continuity of style. The shortness of their messages is important, for the signs should be read and understood at a glance. In some cases, as with a "STOP" or "YIELD" sign, the shape of the sign and its color are as important as its written instruction. Where appropriate, simple graphic silhouettes or symbols may be used instead of words to indicate bus stops, handicapped facilities, or like features. The signs shall not be stacked, one on another, nor shall they in any case be fastened to a tree.

Signs which direct the public to activity areas within the park and those which mark pedestrian/bicycle crossings as well as signs giving directions to drivers ("STOP", "Speed Limit", "SLOW", "YIELD", etc) are necessary, but should be used with restraint. Wording should be kept to a minimum and color combinations should be uniform, except as accepted by the Department of Transportation and international highway standards (as for the red, octagonal "STOP" signs) may dictate.

Entrance signs shall be erected and landscaped in the median of Crandon Boulevard near the end of the Rickenbacker Causeway and near the boundary between Crandon Park and the Village of Key Biscayne. These signs shall welcome visitors and identify the Park. The backs of the signs shall be identical to the fronts, except that they shall show that the visitor is leaving the Park.

Signs of uniform style, shall mark each activity area. Information signs should be limited to 3 or 4 lines of lettering. Concession or Service buildings shall be identified by simple signs affixed to the buildings at the principal entrance. These shall limit their wording to the names and functions of the buildings they identify.

Signs on Crandon Park Boulevard at present detract markedly from the composure of the Park. These exhibit no uniformity of style, color, shape, or purpose. Many are commercial advertisements and have no proper place within the Park boundaries.

## Signage Standards

There shall be landscaped entrance signs upon entering the Crandon Park Lands as indicated in the Master Plan Site Plan.[1] The Park entrance sign and all other signs shall conform to all the signage standards and specifications as depicted in Appendix "O". The entrance signage to the golf course shall state "Crandon Park Golf Course" and in smaller letters "Tennis Courts". All signs relating to the Village of Key Biscayne, including the coral rock sign in the median of Crandon Boulevard at the southerly entrance to the Crandon Park Lands, shall be removed from the Crandon Park Lands within six months of the Adoption Date. All major park signage shall follow the Major Sign Sheet standard, Logo Page, be of common construction, and use the specific print style (see Type Page 1), colors and sizes. All smaller informational signs shall use the uppercase block, Helvettica type lettering (see Type Page 2) and have a common color combination.[2] All restroom signage shall use international symbols, where applicable. The entrance signage at the Crandon Park Tennis Center shall contain the words "Crandon Park Tennis Center". There shall be readable wall signage (all letters minimum 1 inch high) in English, Spanish, French, Creole, Portuguese and German in full public view at the sign-in desk at the Crandon Park Tennis Center Clubhouse indicating the public's right to access the tennis courts including the stadium court and the number of courts available to them on the Tennis Center site.[3]

With the exception of the Tennis Tournament (see Master Plan) on the Tennis Center site and park identification signs, all structures whether temporary or permanent shall have no signs, banners, flags, balloons, logos, vending machines, or any other means of sales or promotion as seen from the outside of the structure.

At the time of all events, temporary directional signs may be posted not sooner than the day of the event and these must be removed not later than the last day of the event. Such signs shall not include the names of sponsors except as the event itself may bear the sponsor's name in block letters maximum height 6" (i.e. "The Lipton International Tennis Tournament" or "The

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[1]See Landscape Sectionals Appendix B p.1

[2]Colors may be Light Blue, Brilliant Blue, and Metro Gray currently in use by the Parks Department Sign Shop or Compatable Shades of "Park Green."

[3]The number of Tennis Courts are dictated by the settlement agreement and this Master Plan. See Appendix F.

Royal Caribbean Golf Tournament"). No logos shall be used on these signs. They shall not be placed in such a manner that they obscure any permanent signs and they shall in no case be nailed or otherwise fastened to any tree. They shall not include any electric lighting, any reflectors or any moving parts. The temporary directional signs shall be placed below the regular sign.

No umbrella, roof, awning, exterior bench or bus shelter may bear any advertising, logo or promotional wording.

Except on the Tennis Center site, during the Tournament Period (see Master Plan) no activity or commercial product advertising or promotional signs, logos or similar devices or appendages shall be permitted to be displayed or voiced inside or outside of any structure.

Each charter boat shall have a sign no larger than 2 ft. x 3 ft. with a white uniform background, blue lettering (Pantone 301) and a blue border (1/2" wide max.) mounted on its dock box facing the public. All other stickers, signs, brochures, photographs and similar identification or promotional devices shall be prohibited.

All concessions, leased premises, or service buildings, except as specified elsewhere, shall be identified by a simple sign affixed to the building at the principal entrance, be free of logos, be in proportion to the building or structure but in no case be larger than 2'x3' in size and shall use the type from Type Page 2.

All entrance doors shall only have the name and logo, if displayed, of the facility in lettering no larger than six inches high. Lettering for operating hours or miscellaneous information shall be uppercase, Helvettica or similar type not more than 1" high and not more than four lines. No stickers, decals or similar items including association stickers shall be displayed in public view anywhere on a building including the door.

All temporary traffic signs, lights and standards shall be removed when not in use.

A restaurant or a service, even though located in the Park, shall not be promoted by signage on Crandon Boulevard. Businesses with no Park association have no right to in-park promotion. All of these types of signs shall be eliminated from Crandon Boulevard within 120 days of the Adoption Date.

All newspaper and media racks or dispensers shall be placed inside of buildings or covered by a wooden or landscape screen and not visible from any public right of way.

All park information and interpretive signs shall be protected by a Lexan (or similar product) cover where necessary.

"No trespassing" signs and "bird nesting" signs shall be posted on the Rookery Island at the channel entrance to the Crandon Park marina.

All awnings shall be solid park green and without stripes of any other disregard color or graphics.

The signage on the sailboat and outboard rental booths shall be limited to one sign each with a maximum size of 15"x20" with blue (Pantone 301) lettering without serifs on a white background with a one half inch wide blue border.

The Dive Shop shall have a single sign by the front door no larger than 15"x30" reading "DIVE SHOP" or the name of the business. The sign shall have blue (Pantone 301) Helvettica capital letters without serifs on a white backgrounds with a one-half inch blue border.

There shall be an easily readable sign on I-95 at the southbound Key Biscayne exit and at the causeway toll gate indicating when the Crandon Park Beach and Boat Ramps are full.

All Department of Transportation signs and all other exposed signs shall be painted park green on their backside and mounted on green metal posts, TREX or on pressure treated 4"x4" posts with the top cut at a 45° angle on the backside of the post or as indicated on the "Sign Pages."

All park identification signs shall be made and displayed in accordance with the Crandon Park Major Sign Sheet standard and painted in the park sign colors and be of routed lettering from the Park Sign alphabet standard and made from Cypress, Western Red Cedar or Trex material. No Redwood sign material is permitted.

All bicycle lanes and paths shall only be designated by a bicycle silhouette painted white and placed on the pavement.

Remove all pole mounted "bike lane" and "No Stopping" signs from Crandon Boulevard.

There may be a sign on the Beach's park-village boundary indicating to beach walkers when they are entering and leaving the park placed high atop a pole of suitable material.

The "Dr. Handwerker Drive" street sign and bronze plaque shall be placed in a case inside the proshop.

The name on the Golf course layout sign in front of the proshop shall be modified to replicate the new park entrance sign and have all commercial wording removed from it. All other commercial signs, sponsor signs, displays or messages shall be removed from the Golf Course site within one year of the adoption date.

All food and beverage pricing, credit card identification and all promotional items may only be displayed in a standard size menu form on the dining tables or counters.

All signs shall be installed and maintained with nonrusting fasteners of hot dipped galvanized steel, stainless steel, aluminum, brass or bronze. All signs shall be maintained, presenting a neat, clean appearance.

The park standard for sign colors are from the Pantone color guides:[4]

| | |
|---|---|
| PMS 9061: | Background |
| PMS 185424: | Text "Crandon Park" |
| PMS 16-0207: | Text "Entering" and Tree Trunk |
| PMS 14-1107: | Text "Dade...Department and Sand |
| PMS 348: | Palm Leaves |
| PMS 722 | Sea Oats |
| PMS 17-4724: | Water |
| PMS 563 (medium) | Park Green |

**Signage Prohibitions**

[4]Pantone color selector 1000 coated and uncoated (1994-1995); Pantone color formula guide (1993).

The following specific Signage Prohibitions shall apply within the Crandon Park Lands:

1. Moving or rotating signs, or signs with moving or flashing lights, strobes, light races, etc.

2. Signs employing exposed raceways, ballast boxes, or transformers.

3. Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.

4. Signs of box or cabinet type employing luminous plastic panels.

5. Signs employing luminous or non-luminous vacuum formed type plastic letters.

6. Cloth, wood, paper or cardboard signs, stickers, decals or temporary painted signs around or on exterior surfaces (doors, and/or glass of any demised structure).

7. Signs employing the use of any odor, sound or noise making devices or sound components.

8. Signs, letters, symbols or identification of any nature painted directly on masonry exteriors of the park buildings.

9. Free standing signs and signs that are not parallel to the building facade.

10. Signs of a temporary character or purpose except for events signs, irrespective of the composition or material of the signs.

11. Outrigger signs, exterior moving signs, rooftop signs, parapet signs, or pylon signs.

12. Signs, paintings, decals, banners, lights or similar devices on or in any vehicle, boat, trailer, object, etc. parked or placed so as to attract attention to a place of business, product, item or event.

13. Any permanent or temporary advertising device using a hot air balloon or any aerial device, illuminated or non-illuminated.

14. Illuminated awnings or awning type signs.

## CRANDON PARK TYPEFACE
## FOR MAJOR SIGNS

# ABCDEFGHIJK

# LMNOPQRST

# UVWXYZ

**CRANDON PARK TYPEFACE**
**FOR ALL OTHER SIGNS:**
**Helvetica Medium**

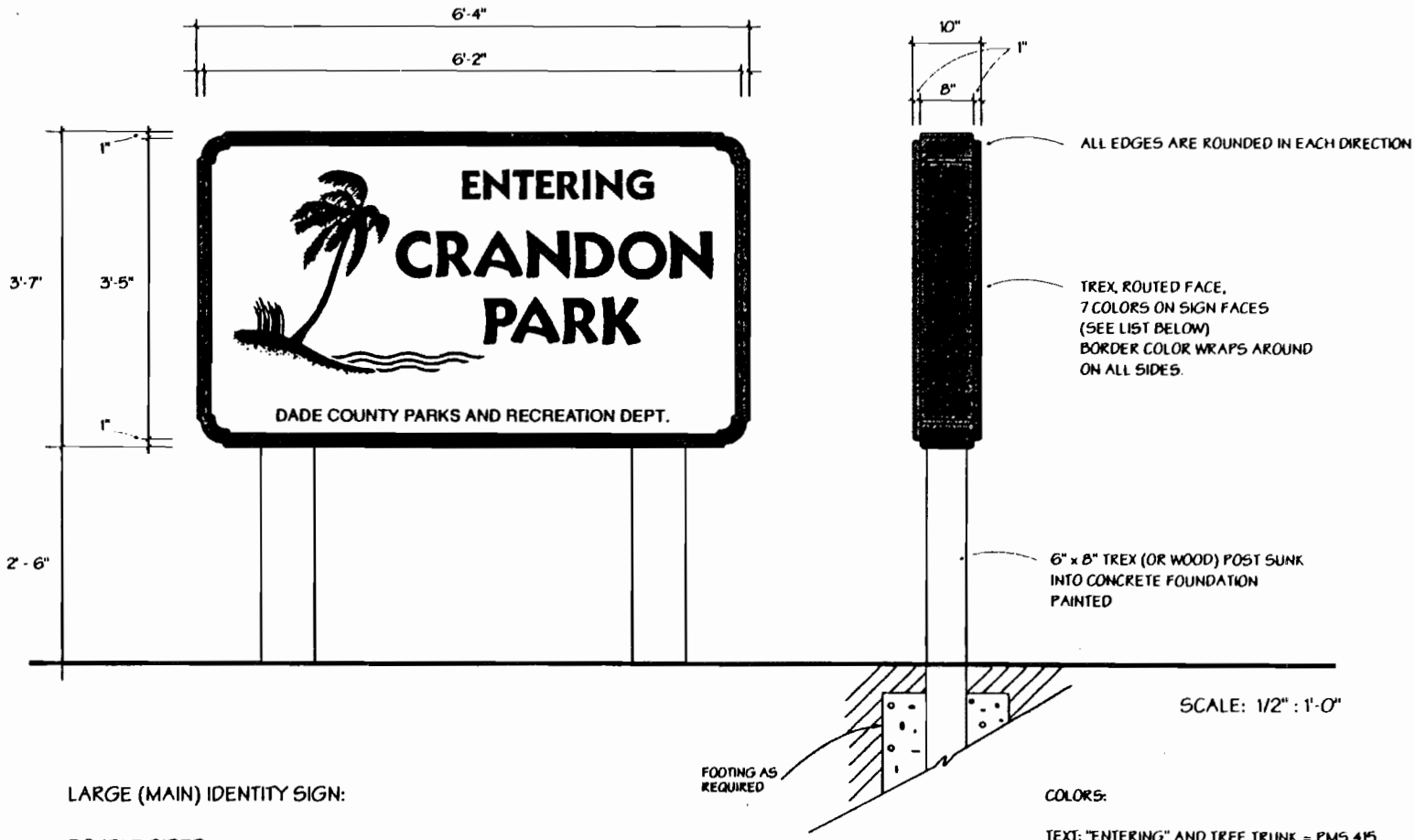
# ABCDEFGHIJKLMN
# OPQRSTUVWXYZ

# abcdefghijklmn
# opqrstuvwxyz

# 1234567890 →

P

# CRANDON PARK
# SIGN TYPE A




SCALE: 1/2" : 1'-0"

LARGE (MAIN) IDENTITY SIGN:

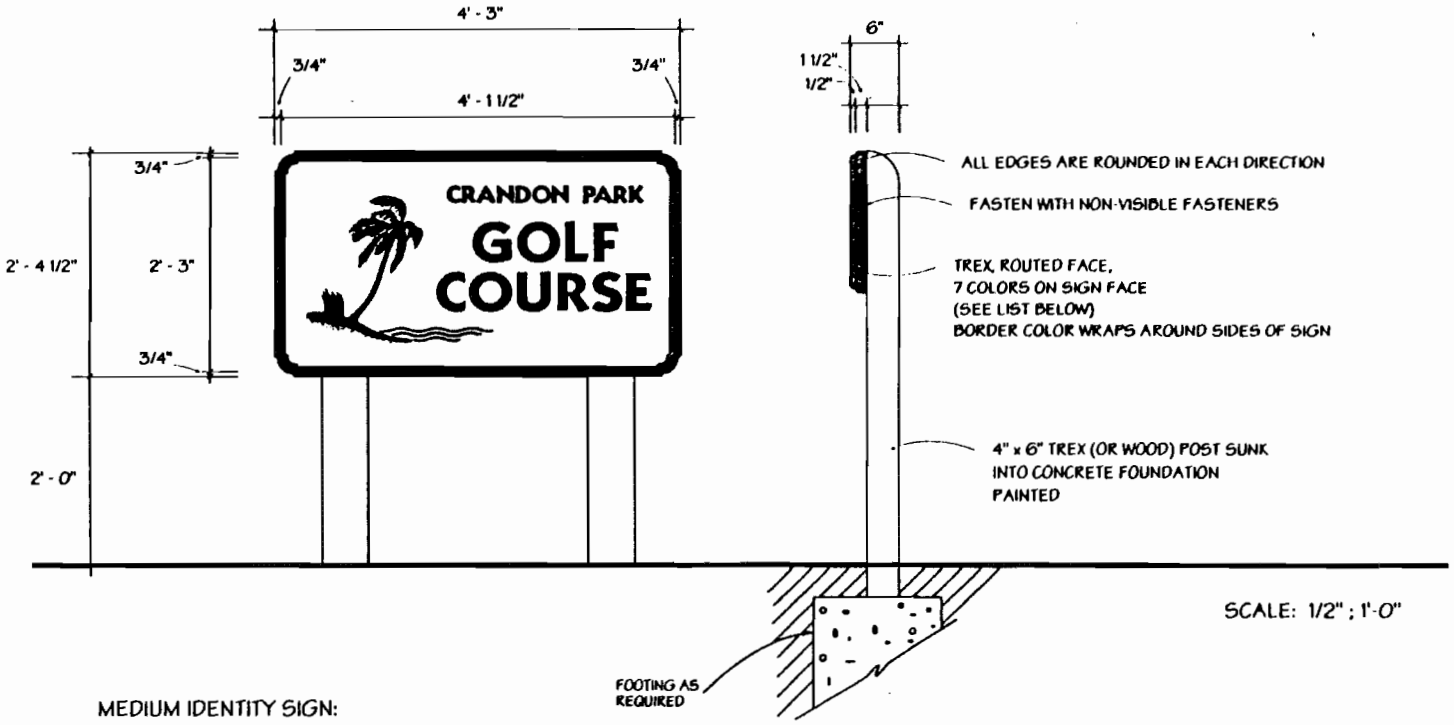
DOUBLE SIDED
QUANTITY: 2

COLORS:

TEXT: "ENTERING" AND TREE TRUNK = PMS 415
TEXT: "CRANDON PARK" AND BORDER = PMS 329
TEXT: "DADE ... DEPARTMENT" AND SAND = PMS WARM GRAY 2
TREE LEAVES = PMS 348
SEA OATS / GRASS = PMS 722
WATER / WAVES = PMS 3135
BACKGROUND = PMS 9061

TEXT DIFFERENT ON EACH SIDE: SEE MESSAGE SCHEDULE

# CRANDON PARK
# SIGN TYPE B




SCALE: 1/2" ; 1'-0"

MEDIUM IDENTITY SIGN:

SINGLE SIDED

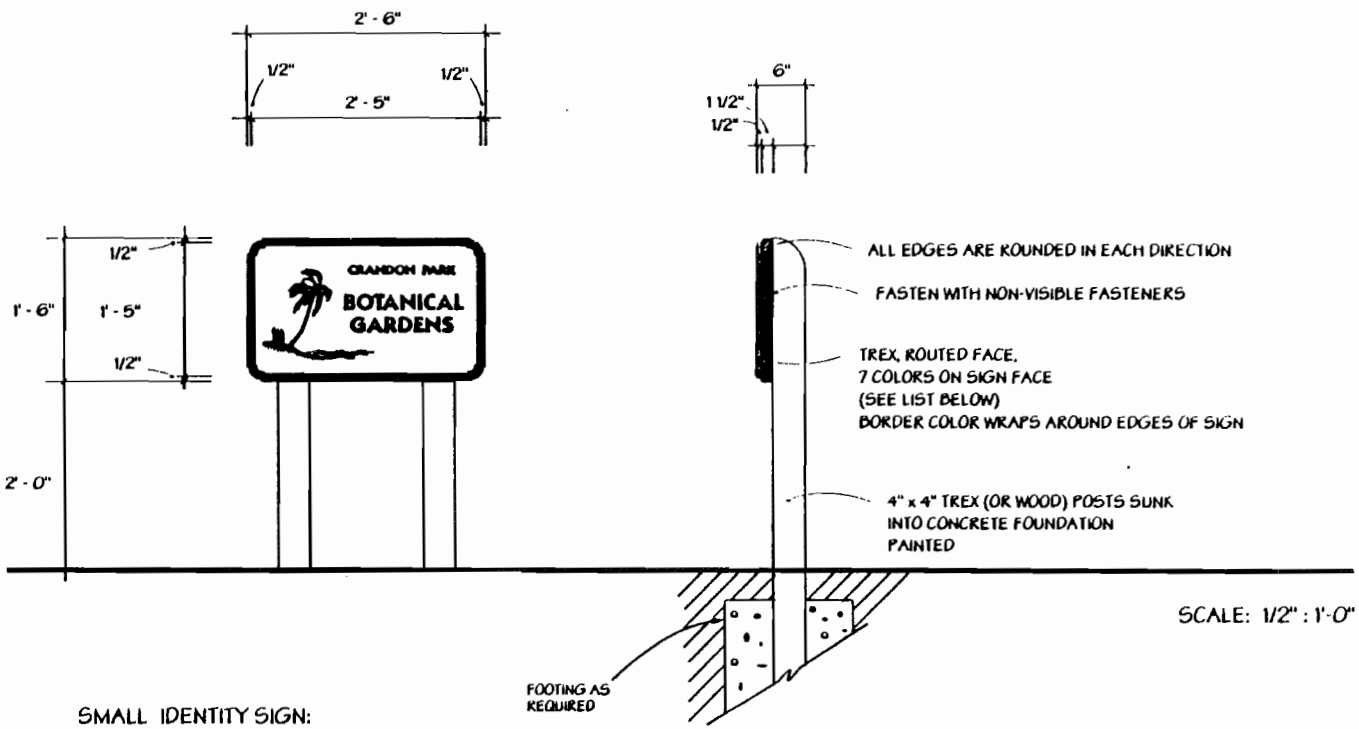
QUANTITY: 5

COLORS:

TEXT: "CRANDON PARK" AND TREE TRUNK = PMS 415
TEXT: "GOLF COURSE" AND BORDER = PMS 329
TEXT: SAND = PMS WARM GRAY 2
TREE LEAVES = PMS 348
SEA OATS / GRASS = PMS 722
WATER / WAVES = PMS 3135
BACKGROUND = PMS 9061

MESSAGE DIFFERENT AT EACH LOCATION: SEE MESSAGE SCHEDULE

# CRANDON PARK
# SIGN TYPE C




SCALE: 1/2" : 1'-0"

SMALL IDENTITY SIGN:

SINGLE SIDED

QUANTITY: 9

COLORS:

TEXT: "CRANDON PARK" AND TREE TRUNK = PMS 415
TEXT: "BOTANICAL GARDENS" AND BORDER = PMS 329
TEXT: SAND = PMS WARM GRAY 2
TREE LEAVES = PMS 348
SEA OATS / GRASS = PMS 722
WATER / WAVES = PMS 3135
BACKGROUND = PMS 9061

MESSAGE DIFFERENT AT EACH LOCATION: SEE MESSAGE SCHEDULE



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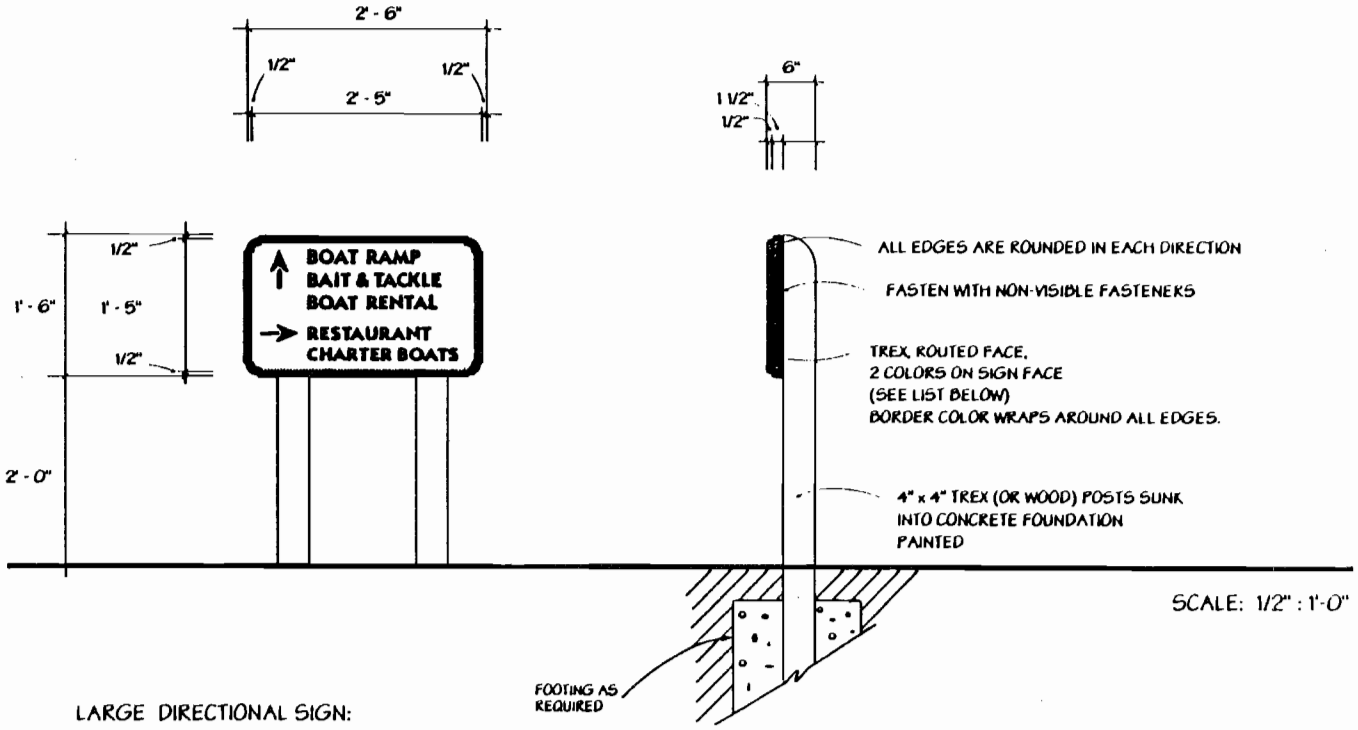
# CRANDON PARK
# SIGN TYPE D




LARGE DIRECTIONAL SIGN:

SINGLE SIDED

QUANTITY: 2

COLORS:

TEXT AND ARROWS AND BORDER = PMS 329
BACKGROUND = PMS 9061

MESSAGE DIFFERENT AT EACH LOCATION: SEE MESSAGE SCHEDULE



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# CRANDON PARK
**Miami, Florida**

**Sign Removal Message Schedule**

**Message Schedule**

| No. | Notes | Message |
|---|---|---|
| 001 | | Beach area closed<br>No Trespassing<br>Swim only in guarded areas |
| 002 | | North 4<br>No admittance<br>Boat owners and guests only |
| 003 | | Beach area closed<br>No trespassing |
| 004 | | North 2<br>No admittance<br>Boat owners and guests only |
| 005 | | Beach area closed<br>No trespassing |
| 006 | | North 1<br>No admittance<br>Boat owners and guests only |
| 007 | | No admittance<br>Owners and guests only<br>Key access only |
| 008 | | --- |
| 009 | | --- |
| 010 | | South I<br>No admittance<br>Boat owners and guests only |
| 011 | | boat ramp slippery when wet |
| 012 | | stop |
| 013 | | stop |
| 014 | | stop |
| 015 | | lane ends merge left |
| 016 | | stop |
| 017 | | < one way |
| 018 | | stop |
| 019 | | < one way |
| 020 | | parking 1-2, 3-4 ^ |
| 021 | | crandon beaches<br>< parking 1, 2, 3, 4 |
| 022 | | < parking 1 & 2 |

**Message Schedule**

| No. | Notes | Message |
|---|---|---|
| 023 | | stop |
| 024 | | < one way |
| 025 | | do not enter |
| 026 | | stop<br>< one way |
| 027 | | Key Biscayne Tennis Assoc.<br>public clay courts |
| 028 | | bag drop |
| 029 | | < no parking anytime > |
| 030 | | < no parking anytime > |
| 031 | | do not enter |
| 032 | | < exit |
| 033 | | stop |
| 034 | | lifeguard on duty<br>monday - friday: 9:00am - 5:00pm<br>saturday - sunday: 9:00am - 5:00pm<br>swim near a lifeguard |
| 035 | | Crandon Park<br>car $3.00<br>bus $6.00<br>rv $6.00<br>no pets allowed |
| 036 | | no glass containers in park |
| 037 | | authorized vehicles only |
| 038 | | lifeguard on duty<br>monday - friday: 9:00am - 5:00pm<br>saturday - sunday: 9:00am - 5:00pm<br>swim near a lifeguard |
| 039 | | Crandon Park<br>car $3.00<br>bus $6.00<br>rv $6.00<br>no pets allowed |
| 040 | | no glass containers in park |
| 041 | | authorized vehicles only |
| 042 | | stop |

**Message Schedule**

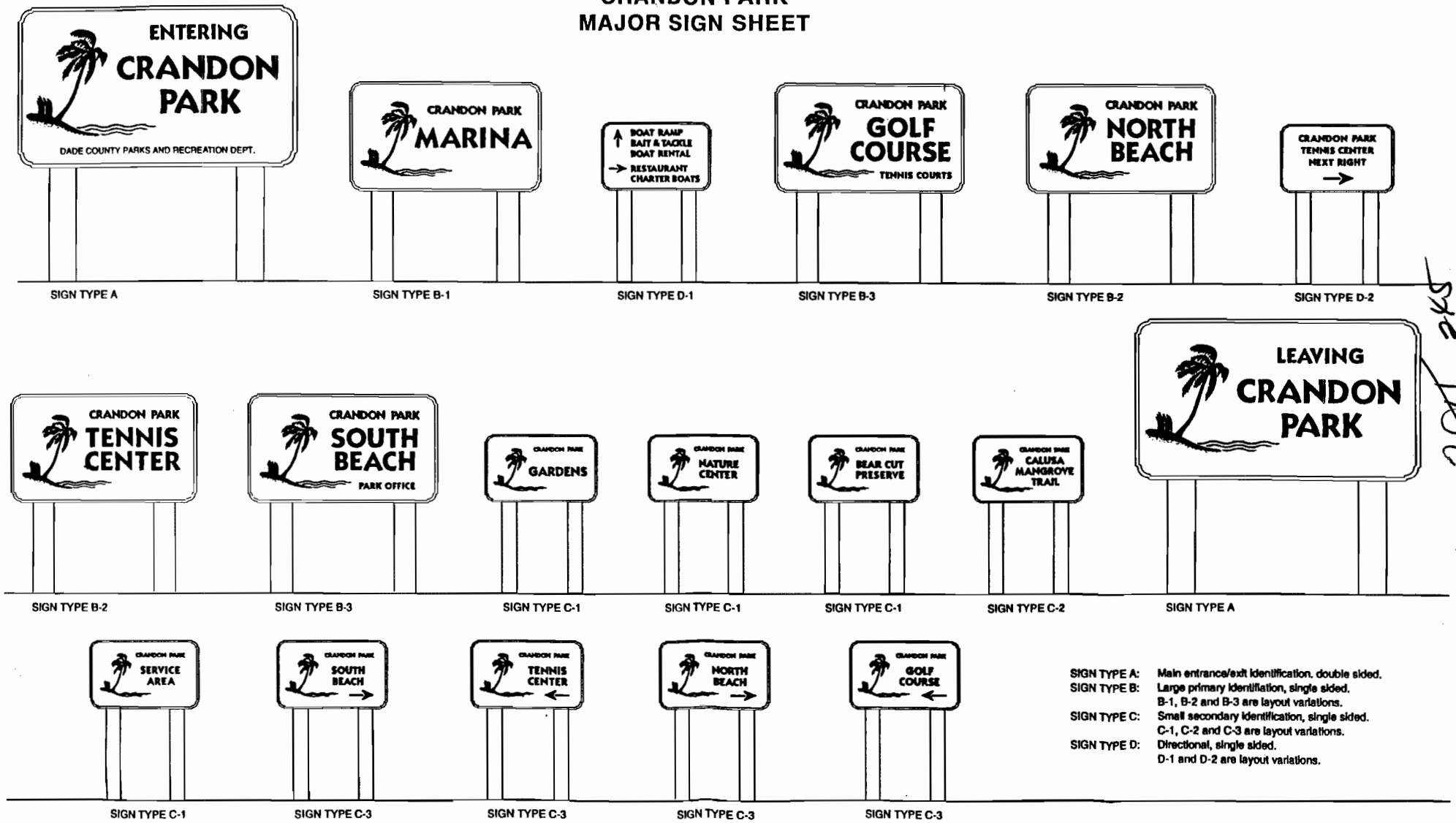
| No. | Notes | Message |
|---|---|---|
| 043 | | < one way |
| 044 | | no left |
| 045 | | Crandon Beaches<br>< lots 3 & 4 |
| 046 | | stop |
| 047 | | < one way |
| 048 | | do not enter |
| 049 | | do not enter |
| 050 | | stop |
| 051 | | authorized personnel only |
| 052 | | --- |
| 053 | | --- |
| 054 | | stop |
| 055 | | < one way |
| 056 | | do not enter |
| 057 | | stop |
| 058 | | < one way |
| 059 | | stop |
| 060 | | one way > |
| 061 | | Crandon Park service area<br>authorized vehicles only |
| 062 | | stop |
| 063 | | < one way |
| 064 | | stop |
| 065 | | > one way |

# CRANDON PARK

LOGOTYPE PAGE

KY

# CRANDON PARK
# MAJOR SIGN SHEET



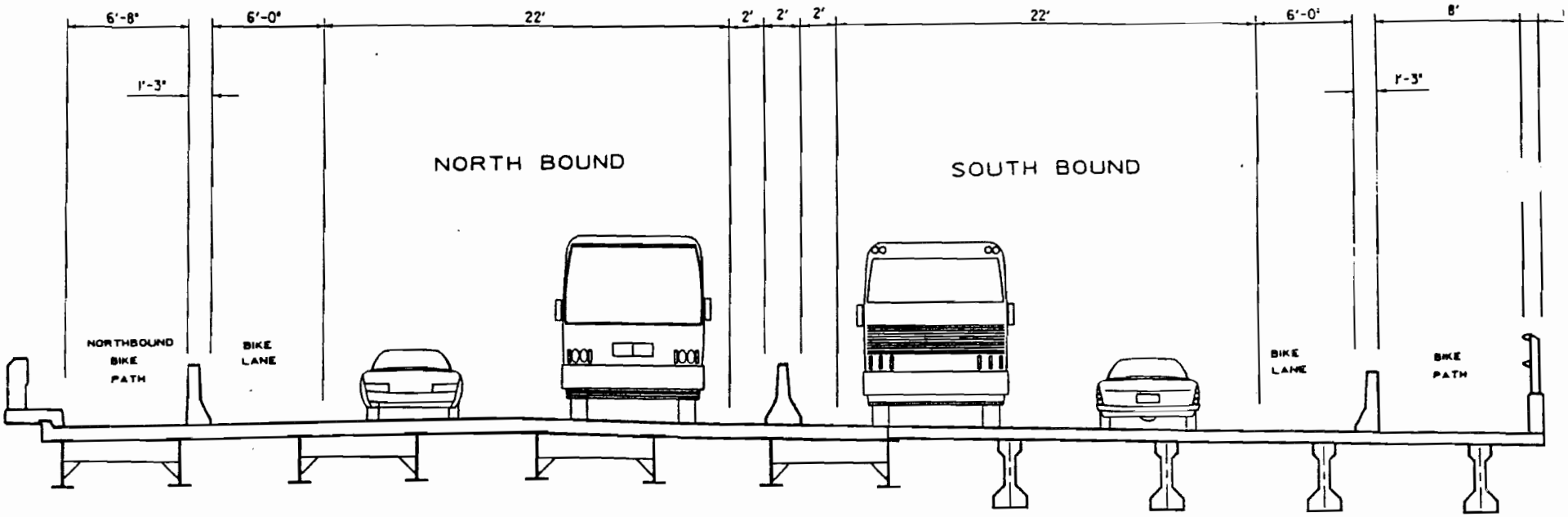

SIGN TYPE A: Main entrance/exit identification, double sided.
SIGN TYPE B: Large primary identifiation, single sided.
B-1, B-2 and B-3 are layout variations.
SIGN TYPE C: Small secondary identification, single sided.
C-1, C-2 and C-3 are layout variations.
SIGN TYPE D: Directional, single sided.
D-1 and D-2 are layout variations.

SIGN PAGE 1

Scale = 1/2" = 1' - 0"

# APPENDIX T

# BEAR CUT BRIDGE BICYCLE PATH MODIFICATION




TYPICAL SECTION

BEAR CUT BRIDGE

scale 3/8"=1'