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

MEMORANDUM

Agenda Item No. 8(C)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving, pursuant to Florida Statutes section 125.37, a land exchange with the Florida Department of Transportation ("FDOT") to of 60,170 square feet of County-owned land located South of NE 13th Street between Biscayne Blvd. and NE 2nd Avenue ("County Parcel") for 61,904 square feet of FDOT-owned land located immediately west of the County Parcel between NE 2nd Avenue and NE 1st Avenue ("FDOT Parcel"); declaring County parcel surplus; waiving Administrative Order 8-4 as it relates to review by Planning Advisory Board

Resolution No. R-101-16

The accompanying resolution was prepared by the Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

Abigail Price-Williams
County Attorney

APW/smm

Memorandum

MIAMI-DADE COUNTY

Date: February 2, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving the Exchange of Properties Between Miami-Dade County and the Florida Department of Transportation, the Transfer of Safe Neighborhood Parks Grant Requirements Between Parcels, the Release of a Restrictive Covenant on the Miami-Dade County-owned Parcel, and the Recording of a Revised Restrictive Covenant on the Site of the Adrienne Arsht Center for the Performing Arts of Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the following:

1) Exchange of a County-owned parcel totaling approximately 60,170 square feet and located south of NE 13 Street between Biscayne Boulevard and NE 2 Avenue for parcels owened by the Florida Department of Transportation (FDOT) totaling approximately 61,904 square feet, and located immediately west of the County-owned parcel between NE 2 Avenue and NE 1 Avenue, pursuant to Section 125.37, Florida Statutes;
2) Transfer of Safe Neighborhood Parks (SNP) grant requirements from the County-owned parcel to the parcel the County will receive from FDOT;
3) Release of a restrictive covenant for the County-owned parcel;
4) Recording of a new restrictive covenant on the property located at 1300 Biscayne Boulevard, known as the Adrienne Arsht Center for the Performing Arts of Miami-Dade County (Arsht Center); and
5) Delegation of authority to the Mayor or the Mayor's designee to execute the associated deeds, release of restrictive covenant, and restrictive covenant.

Scope

The subject properties are located in District 3, but the proposed exchange will have countywide impact on FDOT's redevelopment plans for I-395, the view corridors for the Arsht Center, and future park and parking amenities serving the Arsht Center.

Fiscal Impact / Funding Source

There is no funding impact regarding the exchange of properties. Based on appraisals performed by FDOT, the parcels being exchanged have an equal value of $27.8 million each. The use restrictions outlined in the SNP grant will be maintained by the County and transferred from the County-owned parcel to the parcel being received from FDOT. The release of restrictive covenant is necessary in order to clear the title of the County-owned parcel. The recording of a revised restrictive covenant corrects the address of the property (mistakenly identified as the parcel south of NE 13 Street rather than the Arsht Center itself) and is a condition to the $750,000.00 grant that was awarded by the State of Florida Regional Cultural Facilities Grant Program for the construction of the Arsht Center in 2006.

Track Record/Monitoring

Miami-Dade County has a track record of partnering with FDOT on projects that have a countywide impact. Michael Spring, Senior Advisor to the Mayor and Director of the Miami-Dade County Department of Cultural Affairs, will be responsible for implementing the County's rights and responsibilities for the management and development of the exchanged property through an Amended and Restated Operating Management Agreement with the Arsht Center, which will be forwarded to the Board for approval in the coming months.

Background

Land Exchange

The County has a long-term Operating Management Agreement with the Performing Arts Center Trust, Inc. (PACT), the non-profit organization that manages and operates the performing arts center facilities on the east and west sides of Biscayne Boulevard, between 13 Street and 14 Street, which comprise the Arsht Center. During the development and design of the Arsht Center (previously known as the Performing Arts Center), the PACT commissioned an urban design plan that recommended securing the land south of the Arsht Center to prevent these key sites from being developed and to create gateway parks for the Arsht Center. In 1999, the County purchased Parcel 171, located south of the Ballet Opera House on the west side of Biscayne Boulevard (Resolution R-1038-99). Refer to Attachment A for location map. Years later, FDOT purchased the land south of the Concert Hall, located on the east side of Biscayne Boulevard, as well as other properties along the I-395 corridor, in anticipation of the planned reconstruction of I-395.

The County used funds from successful grant applications submitted by the Office of the County Manager and prepared by the Department of Cultural Affairs to purchase Parcel 171. Grant awards for the property acquisition totaled $1.5 million from the Florida Department of Environmental Protection (DEP) and $800,000.00 from the County's SNP Program. Due diligence has been performed on the requirements of these grants to ensure that the proposed land exchange does not violate the terms of the grant agreements. A letter from the DEP stating their concurrence with the proposed exchange is attached for reference (Attachment D). Subject to the Board's review and approval, the County is planning to update the Operating Management Agreement to give the PACT additional authorization to use the exchanged property for parking and 35 percent of the parcel for open park space. The use restrictions outlined in the SNP grant will be maintained and included in this updated Operating Management Agreement.

Title work for the FDOT-owned parcel revealed two (2) issues, which merit further elaboration here for the purpose of full disclosure, but are not considered to be detrimental to the land transfer. A repurchase agreement between FDOT and a third party, Charleville Development Corp., covers part of the land to be conveyed to the County. The agreement states that "the right to repurchase is subordinate to the right of governmental entities that acquire the Property for any public purpose," therefore, it does not immediately affect the proposed land transfer. The agreement is dated June 13, 2005, with an expiration of 25 years after the date of the purchase agreement. This right to re-purchase would only be of concern if the County were to sell the property before 2030. In addition, a Level I Environmental Assessment revealed contamination concerns for the southern portion of the FDOT parcel, where FDOT has performed preliminary remediation and will continue remediation activities during the construction phase of I-395. A strip of land 25-feet by 180 feet on the southern portion of the parcel being transferred

to the County is included in the remediation area. Except for this area, there are no contamination concerns for the northern portion of the parcel, which is being conveyed to the County.

Release of Restrictive Covenant and New Restrictive Covenant

As a result of the title work performed on County-owned Parcel 171, a restrictive covenant on the property was found to have been incorrectly recorded on that property. In 2006, the Arsht Center applied for and was granted a $750,000.00 grant from the State of Florida Regional Cultural Facilities Program. As a condition of award, the County, as owner of the facility, recorded the restrictive covenant limiting the use of the facility as a cultural facility for a period of ten (10) years following the execution of the grant agreement. The restrictive covenant incorrectly listed the address of the facility as 240 Northeast 13 Street, Miami, Florida, 33132, which was the location of the construction trailers at the time. The release of restrictive covenant (Attachment E) is required to clear the title for Parcel 171 prior to completing the land exchange. A new revised restrictive covenant (Attachment F) will be recorded with the correct address of the Arsht Center: 1300 Biscayne Boulevard, Miami, Florida, 33132. All other terms of the restrictive covenant shall remain as before.

Summary

FDOT's reconstruction plans for I-395 include the construction of a new signature bridge that will become an icon for the South Florida community. The placement of the signature bridge and its setback requirements include the southeast corner of Parcel 171. FDOT originally requested Parcel 171 from the County, but, noting the Arsht Center's greater evolving need for parking, FDOT proposed the land exchange in the best interest of all parties.

The proposed land exchange will accomplish the following:

- Provide FDOT with sufficient clearance to reconstruct I-395 with the planned signature bridge;
- Preserve the view corridor at the front of the Arsht Center's Ballet Opera House by restricting future building on Parcel 171. The proposed deed for Parcel 171 includes the following restriction: "No permanent building shall be erected on the Property so as to obstruct, impede or block the sightline and view from, to and of the Performing Arts Center;" and
- Provide a nearby County-owned location suitable for the development of a park for community use and parking to serve the Arsht Center.

Attachments: A. Location map
B. Deed for County-owned Parcel 171
C. Quitclaim Deed for FDOT-owned Parcel 5734
D. Letter from Florida Department of Environmental Protection
E. Release of Restrictive Covenant
F. Restrictive Covenant

Michael Spring
Senior Advisor, Office of the Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: Abigail Price-Williams
County Attorney

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
2-2-16

RESOLUTION NO. R-101-16

RESOLUTION APPROVING, PURSUANT TO FLORIDA STATUTES SECTION 125.37, A LAND EXCHANGE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") TO OF 60,170 SQUARE FEET OF COUNTY-OWNED LAND LOCATED SOUTH OF NE 13TH STREET BETWEEN BISCAYNE BLVD. AND NE 2ND AVENUE ("COUNTY PARCEL") FOR 61,904 SQUARE FEET OF FDOT-OWNED LAND LOCATED IMMEDIATELY WEST OF THE COUNTY PARCEL BETWEEN NE 2ND AVENUE AND NE 1ST AVENUE ("FDOT PARCEL"); DECLARING COUNTY PARCEL SURPLUS; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY PLANNING ADVISORY BOARD; TRANSFERRING SAFE NEIGHBORHOOD PARKS GRANT REQUIREMENTS FROM COUNTY PARCEL TO APPROXIMATELY 21,000 SQUARE FEET WITHIN FDOT PARCEL; RELEASING A RESTRICTIVE COVENANT FROM COUNTY PARCEL; RECORDING A NEW RESTRICTIVE COVENANT ON PERFORMING ARTS CENTER IN FAVOR OF THE STATE OF FLORIDA; AND AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THIS BOARD TO EXECUTE COUNTY DEED; DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE RELEASE OF RESTRICTIVE COVENANT AND NEW RESTRICTIVE COVENANT AND TO COMPLETE ALL ACTS NECESSARY TO EFFECTUATE THE EXCHANGE OF THE PARCELS

WHEREAS, the Florida Department of Transportation ("FDOT") has requested the conveyance of a 60,170 square-foot, County-owned parcel of land located south of NE 13th Street between Biscayne Blvd. and NE 2nd Avenue ("County Parcel"), just south of the Adrienne Arsht Center for the Performing Arts of Miami-Dade County ("Arsht Center") in exchange for the 61,904 square-foot, FDOT-owned parcel of land located between NE 2nd Avenue and NE 1st Avenue ("FDOT Parcel"), immediately west of the County Parcel; and

WHEREAS, FDOT requires the County Parcel for the reconstruction of I-395 and the construction of a signature bridge; and

WHEREAS, as the County does not require the County Parcel for a County purpose, the County desires to exchange the County Parcel for the FDOT Parcel pursuant to Section 125.37, Florida Statutes; and

WHEREAS, the County desires the FDOT Parcel for the County purpose of constructing a parking structure to service patrons of the Arsht Center; and

WHEREAS, it is in the best interest of the County to exchange the County parcel for the FDOT parcel; and

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

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves, pursuant to Section 125.37, Florida Statutes, the conveyance of the County Parcel to FDOT in exchange for the FDOT Parcel to the County, in substantially the form of the deeds attached to the Mayor's Memorandum as Exhibit "B" and made a part hereof.

Section 3. This Board hereby declares the County Parcel as surplus property and waives Administrative Order 8-4 as it pertains to review by the Planning Advisory Board.

Section 4. This Board approves the transfer of the Safe Neighborhood Parks ("SNP") Bond Program requirements from the County Parcel onto approximately 21,000 square feet of the FDOT Parcel.

Section 5. This Board approves the release of the restrictive covenant from the County Parcel, to be executed and recorded in substantially the form attached as Exhibit "E" to the Mayor's Memorandum and approves the recordation of the restrictive covenant in favor of the State of Florida on the Adrienne Arsht Center property ("PAC") located at 1300 Biscayne Boulevard, Miami, FL 33132, to be executed and recorded in substantially the form attached to the Mayor's Memorandum as Exhibit "F".

Section 6. This Board authorizes the Chairperson or the Vice-Chairperson of this Board to execute the County Deed and directs the County Mayor or County Mayor's designee to execute the release of the restrictive covenant from the County Parcel, the new restrictive covenant onto the PAC property, and to complete all acts necessary to effectuate the exchange of the parcels.

Section 7. Pursuant to Resolution No. R-974-09, this Board directs (a) the County Mayor or Mayor's designee to record said instruments of conveyance and covenants executed herein in the public records of Miami-Dade County and to provide a recorded copy of said instruments to the Clerk of the Board within thirty days of execution of said instruments and (b) the Clerk of the Board to attach and permanently store a recorded copy of said instruments together with this resolution.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

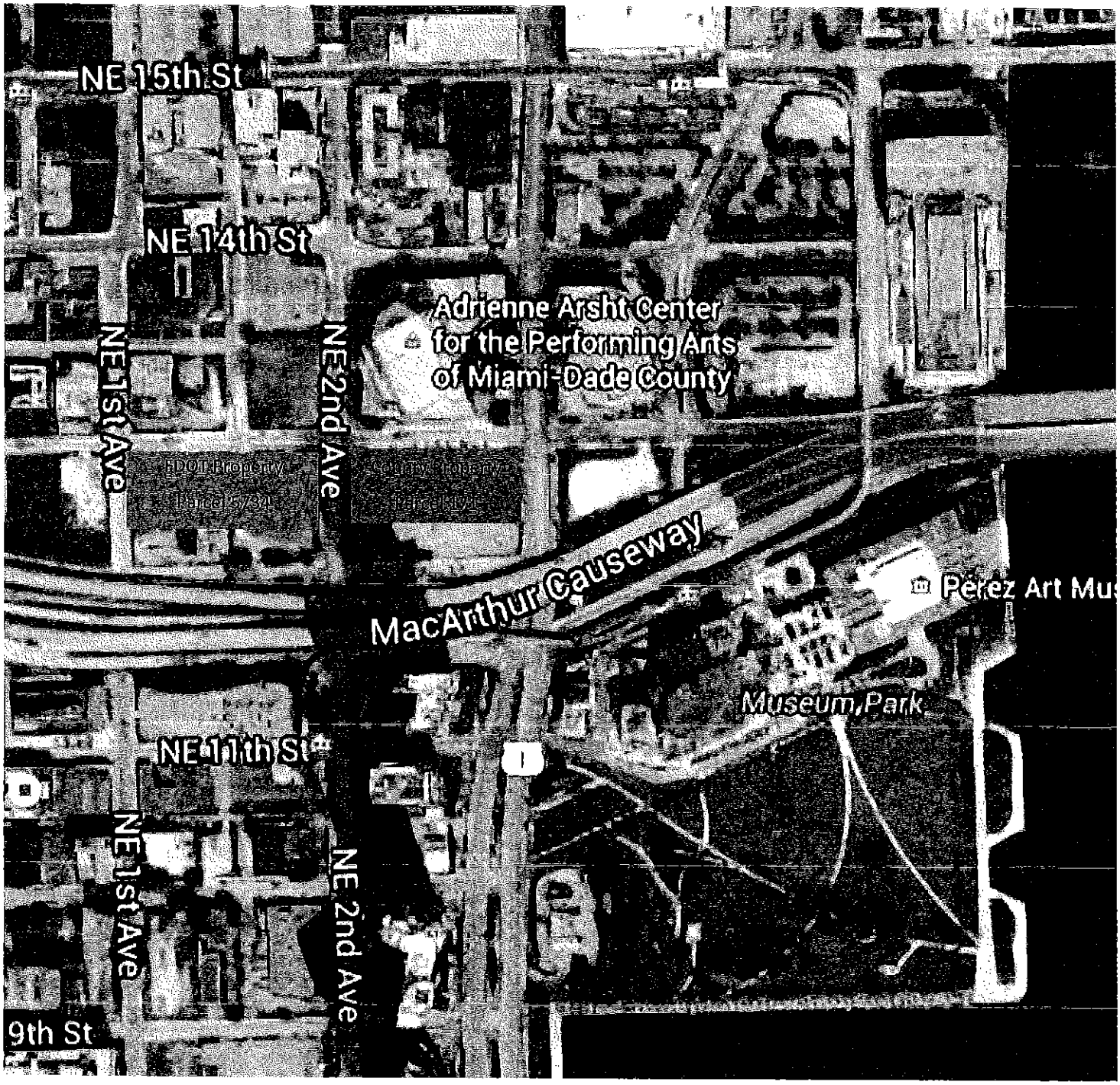
HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

Attachment A - Location Map



03-BSD.03

This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq.
District Six Chief Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
April 29, 2013 - NE

Parcel No. : 171.1R(2-12-2015)
Item/Segment No. : 2516881
Managing District : 6

COUNTY DEED

THIS DEED, made this _____day of _____ 20 _____, by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("Grantor"), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Grantee"): (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00 and other valuable consideration, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Miami-Dade County, Florida ("Property"), viz:

PARCEL 171 F. P. No. 2516881

Tract "A" of **"PAPPAS SUBDIVISION"**, according to the plat thereof as recorded in **Plat Book 136 at Page 51**, together with Lots 6, 7 and 8 in Block 2, less that portion of Lot 8 and the north 25.00 feet of Lot 7, conveyed to the City of Miami as recorded in Deed Book 2732, Page 537, of **"THIRD AMENDED PLAT OF WINDSOR PARK",** according to the Plat thereof as recorded in **Plat Book 4 at Page 145;** all of the above of the Public Records of Miami-Dade County, Florida; lying in the SW¼ of Section 31, Township *53* South, Range 42 East and also in the SE¼ of Section 36, Township *53* South, Range 41 East; being more particularly described as follows:

BEGINNING at the Southeast corner of said Tract "A"; thence run S87°46'29"W, along the south line of said Tract "A" of Plat Book 136 at Page 51 and extending along the south line of said Lot 6 in Block 2 of Plat Book 4 Page 145, for a distance of 456.44 feet to the point of intersection with the west line of said Lot 6 in Block 2 coincident with the easterly right of way line of NE 2 Avenue; thence run N2°14'53"E, along said west line of Lot 6 and the south 25.00 feet of Lot 7, coincident with the easterly right of way line of NW 2 Avenue, for a distance of 76.07 feet; thence run N87°46'40"E, along said right of way line and along the north line of the south 25.00 feet of said lot 7, for a distance of 7.35 feet to the point of intersection with the easterly right of way line of NE 2 Avenue; thence run N2°14'53"E, along the easterly right of way line of NE 2 Avenue, for a distance of 66.47 feet to the point of curvature of a circular curve concave to the southeast; thence run along said circular curve, having a radius of 10.00 feet with a central angle of 85°35'44" for an arc distance of 14.94 feet, to the point of tangency on a line lying 5.00 feet southerly of

and parallel to the north line of said Lot 8, said line coincident with the southerly right of way line of NE 13 Street (RICKMERS STREET); thence run N87°50'37"E, along said southerly right of way line of NE 13 Street (RICKMERS STREET), for a distance of 87.55 feet to the point of intersection with the east line of said Lot 8; thence run S2°23'32"E, along the east line of said Lot 8, for a distance of 10.00 feet; thence run N87°50'37"E, along the north line of said Tract "A" in Plat Book 136 at Page 51, coincident with the southerly right of way line of NE 13 Street (RICKMERS STREET), for a distance of 252.02 feet; thence run S47°09'14"E, along a right of way line coincident with the northeasterly line of said Tract "A", for a distance of 124.94 feet to the point of intersection with the easterly line of said Tract "A", coincident with the westerly right of way line of S.R. 5/Biscayne Boulevard; thence run S2°23'00"E along the east line of said Tract "A" and westerly right of way line of S.R. 5/Biscayne Boulevard, for a distance of 52.46 feet to the **POINT OF BEGINNING.**

Containing an area of 60,170 square feet (1.4 acres), more or less.
Arturo R. Toirac 10/25/2012
Revisions: AT/ 10/29/2013, AT 2/06/15, 2/11/15.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever, subject to the following conditions: No permanent building shall be erected on the Property so as to obstruct, impede or block the sightline and view from to, and of the Performing Arts Center. Permanent building shall be defined to include but not be limited to any structure which serves to shelter people in a wholly or partially enclosed manner, but excludes any transportation-related, publicly owned and operated improvements ("Transportation Improvements") provided such Transportation Improvements do not include a parking garage.

THIS GRANT conveys only the interest of the Grantor in the Property herein described and shall not be deemed to warrant title or to represent any statement of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2016.

PARCEL 171

Tract "A"of "PAPPAS SUBDIVISION", according to the plat thereof as recorded in Plat Book 136 at Page 51, together with Lots 6, 7 and 8 in Block 2, less that portion of Lot 8 and the north 25.00 feet of Lot 7, conveyed to the City of Miami as recorded in Deed Book 2732, Page 537, of "THIRD AMENDED PLAT OF WINDSOR PARK", according to the Plat thereof as recorded in Plat Book 4 at Page 145; all of the above of the Public Records of Miami-Dade County, Florida; lying in the SW ¼ of Section 31, Township *53* South, Range 42 East and also in the SE ¼ of Section 36, Township *53* South, Range 41 East; being more particularly described as follows:
BEGINNING at the Southeast corner of said Tract "A" thence run S87°46'29"W, along the south line of said Tract "A"of Plat Book 136 at Page 51 and extending along the south line of said Lot 6 in Block 2 of Plat Book 4 Page 145, for a distance of 456.44 feet to the point of intersection with the west line of said Lot 6 in Block 2 coincident with the easterly right of way line of NE 2 Avenue; thence run N2°14'53"E, along said west line of Lot 6 and the south 25.00 feet of Lot 7, coincident with the easterly right of way line of NW 2 Avenue, for a distance of 76.07 feet; thence run N87°46'40"E, along said right of way line and along the north line of the south 25.00 feet of said lot 7, for a distance of 7.35 feet to the point of intersection with the easterly right of way line of NE 2 Avenue; thence run N2°14'53"E, along the easterly right of way line of NE 2 Avenue, for a distance of 66.47 feet to the point of curvature of a circular curve concave to the southeast; thence run along said circular curve, having a radius of 10.00 feet with a central angle of 85°35'44"for an arc distance of 14.94 feet, to the point of tangency on a line lying 5.00 feet southerly of and parallel to the north line of said Lot 8, said line coincident with the southerly right of way line of NE 13 Street (RICKMERS STREET); thence run N87°50'37"E, along said southerly right of way line of NE 13 Street (RICKMERS STREET), for a distance of 87.55 feet to the point of intersection with the east line of said Lot 8; thence run S2°23'32"E, along the east line of said Lot 8, for a distance of 10.00 feet; thence run N87°50'37"E, along the north line of said Tract "A"in Plat Book 136 at Page 51, coincident with the southerly right of way line of NE 13 Street (RICKMERS STREET), for a distance of 252.02 feet; thence run S47°09'14"E, along a right of way line coincident with the northeasterly line of said Tract "A", for a distance of 124.94 feet to the point of intersection with the easterly line of said Tract "A", coincident with the westerly right of way line of S.R. 5/Biscayne Boulevard; thence run S2°23'00"E along the east line of said Tract "A"and westerly right of way line of S.R. 5/Biscayne Boulevard, for a distance of 52.46 feet to the **POINT OF BEGINNING.**

Containing an area of 60,170 square feet (1.4 acres), more or less.

THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

			FLORIDA DEPARTMENT OF TRANSPORTATION				
			LEGAL DESCRIPTION				
			STATE ROAD NO. 836/I-395			MIAMI-DADE COUNTY	
				BY	DATE	PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC 9594 NW 41st STREET, SUITE 201, DORAL, FL. 33178 TEL: 305.592-1870 LB 7360	DATA SOURCE: SEE GENERAL NOTES
REVISED AS PER FDOT	T.MOREJON	11-05-13	DRAWN	T.MOREJON	10-23-2013		
REVISION	BY	DATE	CHECKED	A.TOIRAC	10-28-2013	F.P. NO. 251688-1	SECTION 87200 / SHEET 1 OF 3
$USERS			$DATES		$TIMES	$FILES	

PARCEL 171

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings shown hereon are relative to State Plane Coordinate System, Florida East Zone,Traverse Mercator Projection, North America Datum 1983/ Adjustment 1990 and are based on the Monument Line of NE 13th Street which bears S 87°50'37" W.
4. Addition and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
5. Prepared for Florida Department of Transportation.
6. Date Prepared: October 29th, 2013.

2/11/2015

ARTURO R. TOIRAC, DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3102

THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

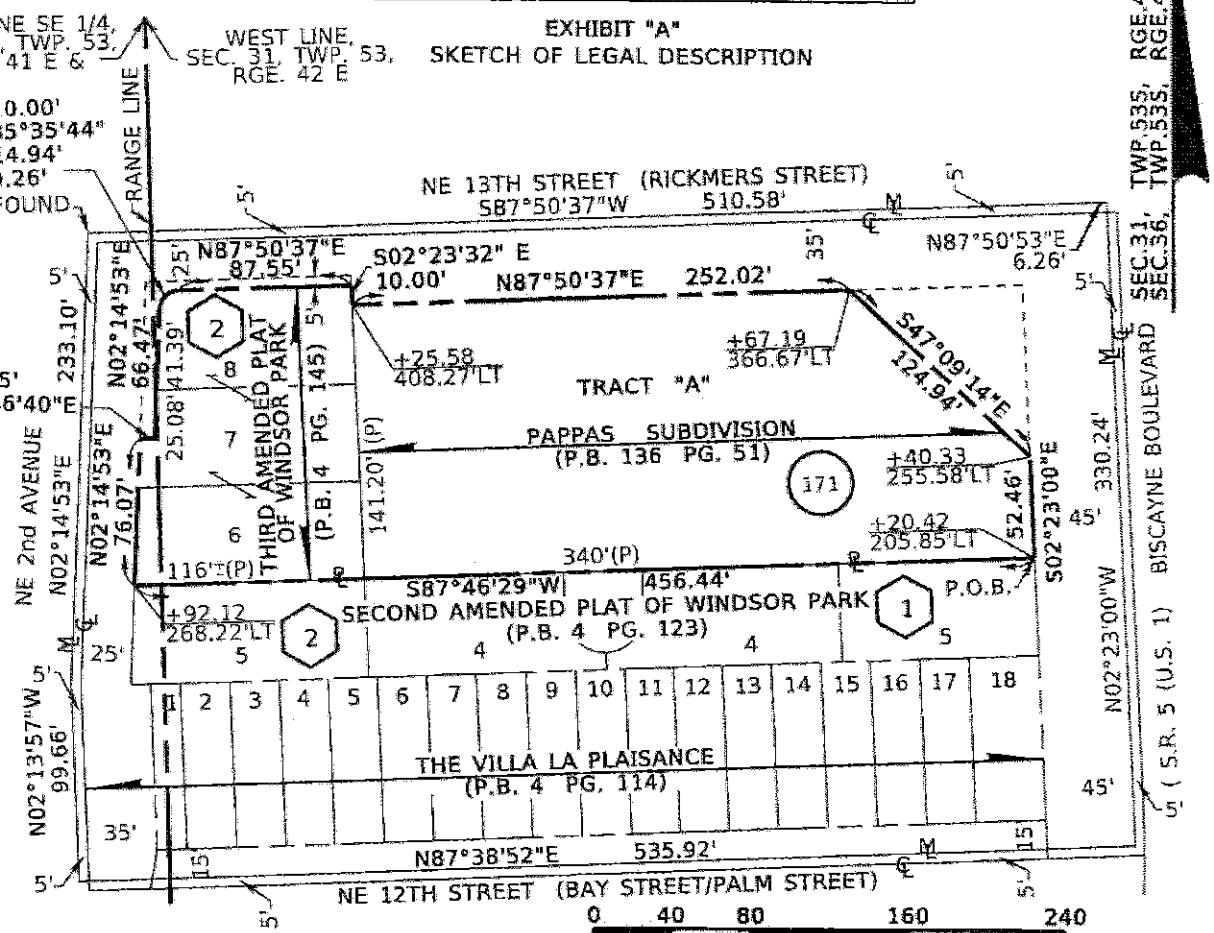
		FLORIDA DEPARTMENT OF TRANSPORTATION				
		SKETCH TO ACCOMPANY LEGAL DESCRIPTION				
		STATE ROAD NO. 836/I-395			MIAMI-DADE COUNTY	
			BY	DATE	PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9594 NW 41st STREET, SUITE 201, DORAL, FL. 33178 TEL: 305-592-1070 Ext 3360	DATA SOURCE: SEE GENERAL NOTES
T.MOREJON	11-05-13	DRAWN	T.MOREJON	10-23-2013		
BY	DATE	CHECKED	A.TOIRAC	10-28-2013	F.P. NO. 251686-1	SECTION 87200 / SHEET 2 OF 3
$USERS		$DATES		$TIMES	$FILES	

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
171	MIAMI DADE COUNTY	60,170 SF	0	

LEGEND:

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
S.R. = STATE ROAD
℄ = CENTERLINE
℄ = BASELINE SURVEY
℄ = PROPERTY LINE
M = MONUMENT LINE
O.R.B. = OFFICIAL RECORD BOOK
LB = LICENSED BUSINESS
R = RADIUS
A = CURVE LENGHT
Δ = DELTA
N/A = NOT APPLICABLE
PG. = PAGE
P.B. = PLAT BOOK
R/W = RIGHT OF WAY
SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
SF = SQUARE FEET
No. = NUMBER
F.P. = FINANCIAL PROJECT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
= PROPOUSE L/A R/W LINE
= R/W LINE
+10.92 / 10.28'LT = STATION AND OFFSET BASED IN ℄ SURVEY
171 = PARCEL IDENTIFICATION NUMBER
3 = BLOCK IDENTIFICATION NUMBER

EXHIBIT "A"
SKETCH OF LEGAL DESCRIPTION



THIS DOCUMENT CONSISTS THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
REVISED AS PER FDOT	T.MOREJON	11-05-13

STATE ROAD NO. 836/I-395 — MIAMI DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	10-23-2013
CHECKED	A.TOIRAC	10-28-2013

PREPARED BY: DC PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9394 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305 592-1070 FAX 7385

DATA SOURCE: SEE GENERAL NOTES SHEET 1 OF 2

F.P. NO. 251688-1 — SECTION 87200 — SHEET 3 OF 3

SUSERS SDATES STIMES SFILES

(Address)

27-SPD.03 06/99 (Valuable consideration - reserving mineral rights)

This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq.
State of Florida
Department of Transportation
Address: 1000 NW 111th Avenue
Miami, Florida 33172

Item/Seg. No. : 2516881
Sect/Job. No. : 87200-2401
FAP No. : 3951-499-1
S.R. No. : 836/I-395
County : Miami-Dade
Mngt. District : Six
Parcel No. : 5734

QUITCLAIM DEED
(Govt to Govt)

THIS INDENTURE, Made this _____, 2015, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, (hereinafter called the "Grantor"), and MIAMI-DADE-COUNTY, a public governmental agency created pursuant to Section 163.356, Florida Statues, whose address is 111 N.W. 1st Street, Suite 625, Miami, Florida 33128 Grantee, (hereinafter called the "Grantee").

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Grantor, by action of the District Secretary, District Six Florida Department of Transportation on January 27th, 2015 pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Grantee.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee, and assigns, forever, all the right, title and interest in all that certain land situate in Miami-Dade County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Grantee.

RESERVING UNTO THE PARTY OF THE FIRST PART and its successors, an undivided three-fourths interest in, and title in and to, an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said

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land with the privilege to mine and develop the same on all lands wherein the Party of the First Part holds the requisite interest.

THIS CONVEYANCE IS made subject to access control requirements, any unpaid taxes, assessments, liens, reservations, utilities or easements of any kind which may be in place, or encumbrances of any nature whatsoever which the Grantee hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and the State of Florida Department of Transportation by its District Secretary, District Six and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Gus Pego, P.E.
District Six Secretary

Witness: _____

(Print name) _____

ATTEST: _____

Witness: _____

(Print name) _____

(Print name) _____
Executive Secretary
(Affix Department Seal)

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this _____, by Gus Pego, P.E., District Secretary for District Six, who is personally known to me or who has produced _____ as identification.

_____

(type/print name) _____

Notary Public in and for the County and State last aforesaid.

(Affix Notary Seal) My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 5734 F. P. No. 2516881

That parcel of land lying within a Florida Department of Transportation Property consisting of a portion of Block 3 and also of a portion of NE 1st COURT (Cordova Avenue) adjoining westerly of said Block 3, as shown in **WINDSOR PARK** according to the plat thereof as recorded in **Plat Book 3 at Page 147**, together with, a portion of Block 24, including the Alley in the middle of said Block 24, as shown in **AMENDED PLAT OF BLOCK 24** according to the plat thereof as recorded in **Plat Book 3 at Page 101**, all of the above of the Public Records of Miami-Dade County, Florida, lying in the SE ¼ of Section 36, Township 53 South, Range 41 East; the total parcel of land being more particularly described as follows:

COMMENCE at the point of intersection of the southerly right of way line of NE 13th Street Rickmers Street) coincident with a line lying 5.00 feet southerly of and parallel to the north line of said Block 3, with the westerly right of way line of NE 2nd AVENUE; thence run S02•14'53''W, along the westerly right of way line of NE 2nd AVENUE, for a distance of 48.40 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue S02•14'53''W, along the westerly right of way line of NE 2nd AVENUE, for a distance of 128.39 feet; thence run S87•47'15''W, across all of the previously described portions of this parcel, coincident with a Proposed Limited Access Right of Way Line in this parcel, for a distance of 472.53 feet to the point of intersection with a Limited Access Right of Way Line for S.R. 836; thence run S86•45'01''W, along said Limited Access Right of Way Line, for a distance of 10.56 feet to the point of intersection with the west line of said Block 24, coincident with the easterly right of way line of NE 1st AVENUE; thence run N02•17'34''W, along the west line of said Block 24, coincident with the easterly right of way line of NE 1st AVENUE, for a distance of 110.16 feet; thence run N73•50'51''E for a distance of 69.86 feet; thence run N87•47'15''E, across all of the previously described portions of this parcel, for a distance of 425.38 feet to the **POINT OF BEGINNING**.

Containing an area of 61,904 square feet, more or less

02/11/2015

Arturo R. Toirac

P.S.M. # 3102 State of Florida

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

September 15, 2015

Mr. Michael Spring, Senior Advisor
Miami-Dade County Office of the Mayor
111 NW 1st Street
Miami, FL 33128

Re: DEP Agreement No. SP519
State of Florida Grant Assistance
Pursuant to Line Item 1300A of the 1998-99 Appropriations Act

Dear Mr. Spring,

Per your request, we have reviewed the terms of the above-referenced grant agreement and the draft documents for the proposed land exchange being contemplated between Miami-Dade County (the "County") and the Florida Department of Transportation ("FDOT"). DEP grant proceeds partially funded the "acquisition of land and the development of park land, including related vehicle parking, for the new downtown Performing Arts Center of Greater Miami" and those are the purposes for which the land has been utilized.

Now, the County seeks to undertake a land exchange with FDOT for land in the immediate vicinity in order to continue to provide open, green space and parking for the Adrienne Arsht Center (previously Performing Arts Center of Greater Miami). As you have confirmed, the proposed land exchange would preserve the intent of the grant by addressing the current and future needs for parking for the Adrienne Arsht Center and for surrounding park spaces and, therefore, would not violate the terms of the above-referenced grant agreement.

Sincerely,

Kelley Boree

Kelley Boree
Director
Division of State Lands

cc: Scott Woolam

RELEASE OF RESTRICTIVE COVENANT
(Grantee owns land.)

THIS RELEASE OF RESTRICTIVE COVENANT ("Release") is hereby entered into this 14 day of September, 2015, by **Miami-Dade County,** hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Grantee is the fee simple title holder of the land located at **240 Northeast 13th Street, Miami, Florida 33132** ("Subject Property") and of the building(s) and underlying land located at **1300 Biscayne Boulevard. Miami, Florida 33132** ("Facility"). A legal description of the Subject Property is attached as Exhibit A and made a part hereof.

WHEREAS, in 2006, the Grantee applied for and received a grant in the amount of $750,000.00 from the Division ("Grant") for the Facility, **Project Title: Miami Performing Arts Center (07-9101),** and was required, as a condition of the grant award, to record a restrictive covenant on the Facility limiting its use as a cultural facility for at least ten (10) year thereafter.

WHEREAS, on October 19, 2006, the restrictive covenant was mistakenly recorded on the Subject Property instead of on the Facility and such restrictive covenant was recorded in the public records of Miami-Dade County, Florida at OR Book 25017, at pages 4011-4019 ("Restrictive Covenant").

WHEREAS, the Division and the Grantee desire to release and forever discharge the Subject Property from the Restrictive Covenant and, in consideration thereof, the Division and the Grantee have agreed instead to record a new restrictive covenant on the Facility that accomplishes substantially the same purpose as the Restrictive Covenant in so much that it will limit the use of the Facility to that of a "cultural facility," as defined therein, for at least (10) ten years following the execution of the original grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and the recordation of a new restrictive covenant on the Facility, the Parties hereby agree to the following:

1.) The foregoing recitals are incorporated herein and are fully approved by the Division and the Grantee.

2.) The Restrictive Covenant dated September 26, 2006 and recorded in the public records of Miami-Dade County, Florida at OR Book 25017, at pas 4011-4019 is hereby released and the Subject Property and the Grantee are forever discharged from such Restrictive Covenant.

3.) The Grantee shall record this Release in the public records with the Clerk of the Circuit Court of **Miami-Dade** County, Florida; pay all fees associated with its recording; and provide a certified copy of the recorded covenant to the Division.

4.) The Division and the Grantee agree that this Release shall be binding on the Division and that no subsequent purchaser of the Subject Property shall be bound by the terms of the Grant or the Restrictive Covenant.

IN WITNESS WHEREOF, the Grantee and the Division affirm that they have read this Release; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES: **PARTIES:**

First Witness Signature GRANTEE SIGNATURE

First Witness Name (print) GRANTEE NAME (print)

Second Witness Signature GRANTEE ADDRESS

Second Witness Name (print) City State Zip

The State of Florida County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally appeared as
(Name)

_____for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

DIVISION OF CULTURAL AFFAIRS

DIV. REPRESENTATIVE NAME (print)

R.A. Gray Building
500 S. Bronough St.
Tallahassee, Florida 32303

The State of Florida County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally appeared as
(Name)

_____ for the Florida Department of State, Division of
(Position)
Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____.

Notary Public in and for

The State of _____

My Commission expires: _____

[SEAL]

Regional Cultural Facilities Grant; Project Title: Miami Performing Arts Center (07-9101)

RESTRICTIVE COVENANT
(Grantee owns land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this **26** day of **September**, **2006**, by **Miami-Dade County**, hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Grantee is the fee simple title holder of the land and the building(s) to be used as a regional cultural facility located at **1300 Biscayne Boulevard, Miami, Florida 33132.** A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, in 2006, the Grantee received a Regional Cultural Facilities Grant in the amount of **$750,000.00**, to be administered by the Division and used only for the acquisition, renovation, and construction of the regional cultural facility, as required by Section 265.702(1), Florida Statutes. "Facility" isused herein to refer to the building(s) and associated land that will be used as a"regional cultural facility," as defined herein.

WHEREAS, on September 26, 2006, the Division and the Grantee executed the grant award agreement and, since that time, the Grantee has been continuously and uninterruptedly using the Facility in accordance with the requirements of the grant award agreement and the provisions set forth herein.

WHEREAS, the Division has authority under Section 265.702(8), Florida Statutes, to require that this restrictive covenant be recorded to ensure that the facility will be used as "regional cultural facility," as defined herein, for at least ten (10) years following execution of the grant award agreement, which date is September 26, 2016.

NOW THEREFORE, in partial consideration for the Regional Cultural Facilities Grant and in accordance with Section 265.702(8), Florida Statutes, the Parties agree to the following:

1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee and its successors in interest until , 2016.

2.) The grant award shall only be expended for

Project Title: Miami Performing Arts Center (07-9101)

FDOT Property

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements made to the facility and the associated land, funded in whole or in part by grant funds.

4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The Grantee shall maintain the facility as a "regional cultural facility," defined as an existing or proposed fixed facility that is primarily engaged in the disciplines of dance, music, theater, visuals arts, literature, media arts, interdisciplinary and multidisciplinary, programs of museums, and able to satisfy the requirements of section 265. 702(5), Florida Statutes.

6.) This restrictive covenant will be violated if the Grantee or its successors in interest do not use the facility as a regional cultural facility, as defined above, within the term of this restrictive covenant. If the Grantee violates this covenant, it shall repay 20% of the grant funds to Division.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in fullwithin 90 days of the violation, or some other period of time as agreed upon by the parties.

8.) If the entire amount due under the provisions of paragraph six (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the land and cultural facility are located. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a judgment, when recorded, shall be considered a valid lien upon Grantee's interest in the facility and the associated land, including all improvements funded in whole or part by grant funds.

9.) As a condition to receipt of grant funds, the Grantee shall:
   a. Record this covenant in the public records with the Clerk of the Circuit Court of Miami-Dade County, Florida;
   b. Pay fees associated with its recording; and
   c. Provide a certified copy of the recorded covenant to the Division.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee hereby affirms that he/she has read this restrictive covenant, understands and agrees to its terms, and hereby affixes his/her signature accordingly.

Florida Department of State
Division of Cultural Affairs
R. A. Gray Building
500 S. Bronough Street
Tallahassee, Florida 32399

Preparer

Preparer Address

City State Zip

WITNESSES:

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

PARTIES:

GRANTEE SIGNATURE

GRANTEE NAME (print)

GRANTEE ADDRESS

City State Zip

The State of Florida
County of Miami-Dade

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced

_____

Executed and sealed by me at _____, Florida on _____.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

_____
First Witness Signature

_____
First Witness Name (print)

_____
Second Witness Signature

_____
Second Witness Name (print)

_____
DIVISION OF CULTURAL AFFAIRS

_____
DIV. REPRESENTATIVE NAME (print)

Department of State
Division of Cultural Affairs
R.A. Gray Building
500 S. Bronough Street
Tallahassee, FL 32399

The State of Florida
County of _____

Regional Cultural Facilities Grant; Project Title: Miami Performing Arts Center (07-9101)

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally
(Name)

appeared as _____for the Florida Department of State, (Position)

Division of Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced

_____

Executed and sealed by me at _____, Florida on _____

_____.

Notary Public in and for

The State of _____

[SEAL]

My commission expires: _____