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

# MEMORANDUM

Amended
Agenda Item No. 11(A)(8)

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

**DATE:** September 1, 2015

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

**SUBJECT:** Resolution authorizing extension of timeframes for City of Miami to commence and complete construction of public municipal parking garage on Virginia Key; authorizing the Chairperson or Vice-Chairperson of this Board to execute Corrective County Deed

Resolution No. R-735-15

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

/

# MEMORANDUM

(Revised)

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

**DATE:** September 1, 2015

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

**SUBJECT:** Amended Agenda Item No. 11(A)(8)

**Please note any items checked.**

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(8)
9-1-15

RESOLUTION NO. R-735-15

RESOLUTION AUTHORIZING EXTENSION OF TIMEFRAMES FOR CITY OF MIAMI TO COMMENCE AND COMPLETE CONSTRUCTION OF PUBLIC MUNICIPAL PARKING GARAGE ON VIRGINIA KEY; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THIS BOARD TO EXECUTE CORRECTIVE COUNTY DEED; APPROVING THE EXECUTION BY THE CITY OF MIAMI OF AMENDED DECLARATION OF RESTRICTIONS; AUTHORIZING COUNTY RECORDATION OF CORRECTIVE COUNTY DEED AND AMENDED DECLARATION OF RESTRICTIONS; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO PERFORM ANY OTHER ACTS NECESSARY IN CONNECTION THEREWITH AND TO APPOINT STAFF TO MONITOR COMPLIANCE WITH THE CONDITIONS OF THIS RESOLUTION, ALL SUBJECT TO CERTAIN CONDITIONS

**WHEREAS,** on April 2, 2013, the County approved Resolution No. R-236-13, authorizing the conveyance of a portion of Rickenbacker Causeway to the City of Miami for the construction and maintenance of a public municipal parking garage on Virginia Key, legally described and depicted in Exhibit "1," (the "Property"); and

**WHEREAS**, in accordance with such Resolution, on April 2, 2013, this Board conveyed the Property to the City of Miami by County Deed, and additionally, recorded a Declaration of Restrictions in connection with the conveyance; and

**WHEREAS,** in addition to other conditions and restrictions set forth in the County Deed and Declaration of Restrictions, the City was required to commence construction of the parking garage no later than four years from the date of conveyance of the Property, and to complete construction no later than five years from the date of conveyance of the Property; and

**WHEREAS**, the City of Miami has requested an extension of such timeframes by: i) an additional three years to commence construction and ii) an additional four years to complete

construction, asserting that unforeseen delays, including delays in funding, have occurred, thereby requiring additional time in order to commence and complete the parking garage project; and

**WHEREAS**, the proposed construction, operation and maintenance by the City of a public municipal parking garage is in the public and community interest and welfare and consistent with public transportation purposes; and

**WHEREAS,** the construction of the municipal parking garage could benefit the County during the annual Miami Open tennis tournament, as well as during the week preceding and following same, at which time there is a shortage of parking in the area (the "Tennis Tournament Period"); and

**WHEREAS,** during the last few years, the County has utilized the Miami Marine Stadium parking lots, Arthur Lamb, Jr. Road, and an area of City property on Virginia Key east of the Central Water Treatment Plant (the "City Properties") during the Tennis Tournament Period, and is desirous of continuing the use of same,

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

**Section 1.** This Board ratifies and adopts the matters set forth in the foregoing recitals, and approves the extensions of time requested by the City of Miami, including seven years from the original conveyance of the Property on April 2, 2013 to commence construction of a public municipal parking garage, and eight years from the date of original conveyance of the Property to complete construction of said garage, subject to the conditions as further set forth herein.

**Section 2.** This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the Corrective County Deed in substantially the form attached hereto as Exhibit "1,"

and further approves of the Amended Declaration of Restrictions in substantially the form attached hereto as Exhibit "2," subject to satisfaction of the following conditions: (a) full and binding authority granted by the Miami City Commission authorizing the City to execute the Amended Declaration of Restrictions attached hereto as Exhibit "2"; (b) execution of such Amended Declaration of Restrictions by the City; (c) full and binding approval of the City of Miami Board of the Corrective County Deed attached hereto as Exhibit "1"; and (d) (i) negotiation of an agreement between the City and the County for the County's use of the City Properties (which may optionally include discussion of utilizing a portion of the municipal parking garage after it is constructed), for parking during the Tennis Tournament Period, for a nominal fee and not less than a 20 year term with one 20 year option to renew, (ii) full and binding authority granted by the respective Boards of the City and the County to execute such agreement, and (iii) execution by the City and the County of such agreement. The Board's approval of the requested extensions and authorization to execute the County Deed shall only become effective upon the satisfaction of all of the foregoing conditions precedent, and such satisfaction shall be determined in the sole and absolute discretion of the County. The County Mayor or the Mayor's designee is further authorized to perform all actions necessary to satisfy such conditions and to accomplish such extensions as set forth herein.

**Section 3.** Pursuant to Resolution No. R-974-09, upon satisfaction of the conditions set forth herein, this Board: (a) directs the Mayor or Mayor's designee to record the Corrective County Deed and Amended Declaration of Restrictions in the Public Records of Miami-Dade County and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument together with this resolution.

**Section 4.** This Board directs the Mayor or Mayor's designee to appoint staff to monitor compliance with the conditions of this resolution, and to exercise any and all rights set forth in the Corrective County Deed and Amended Declaration of Restrictions.

The Prime Sponsor of the foregoing resolution is Commissioner Xavier L. Suarez. It was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** 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 | **nay** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **absent** | Barbara J. Jordan | **aye** |
| Dennis C. Moss | **aye** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **absent** | Xavier L. Suarez | **aye** |
| Juan C. Zapata | **absent** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2015. 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.

Debra Herman

**EXHIBIT 1**

Instrument prepared by and returned to:
Debra Herman, Esquire
Miami-Dade County, County Attorney's Office
111 N.W. 1 Street, Suite 2810
Miami, Florida 33128-1907

Rickenbacker Causeway / Virginia Key

----------{{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA} ----------
This Deed is being corrected to incorporate the extensions of time set forth in the Amended Declaration of Restrictions recorded contemporaneously herewith.

## CORRECTIVE COUNTY DEED

**THIS CORRECTIVE COUNTY DEED**, made this day of , 2015, by Miami-Dade County, Florida, a political subdivision of the State of Florida, hereinafter "COUNTY", whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128, and the City of Miami, a municipal corporation of the State of Florida, hereinafter "CITY", whose address is: City Hall, 3500 Pan American Drive, Miami, Florida 33133.

**WITNESSETH:**

That the County, for and in consideration of benefits to the general public and for other good and valuable consideration, does hereby grant, bargain and sell, the following described lands lying and being in Miami-Dade County, Florida ("Property") for the sole purpose of construction, operation and maintenance by the City of a public municipal parking garage and for no other purpose:

**LEGAL DESCRIPTION AND SKETCH**

**See EXHIBITS A and B attached hereto**

The County retains a reversionary interest in the Property, which right may be exercised by the County in accordance with this Corrective County Deed and/or the Amended Declaration of Restrictions recorded on this date.

This conveyance is made for the public purpose of construction, operation and maintenance by the City of a public municipal parking garage, and for no other purpose. If in

the sole discretion of the County, the Property ceases to be used for this purpose by the City, or if the City violates any of the covenants or terms contained in the Amended Declaration of Restrictions ("Amended Declaration") recorded together with this Corrective Deed, title to the Property shall immediately revert to the County upon written notice provided by certified mail by the County to the City. The reverter shall immediately become effective upon the date that written notice is received by the City (the "effective reverter date"). The County shall have the right to immediate possession of the Property, on the effective reverter date, provided however, that the City shall still be obligated to comply with the terms of the Amended Declaration regarding restoration. In the event that the County exercises the reverter, upon written request, the City shall immediately provide the County with a deed of conveyance of the Property back to the County.

This grant conveys only the interest of the County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same.

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

(OFFICIAL SEAL)

ATTEST:
FLORIDA

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY,

BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
CHAIRPERSON

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 _____, 2015.

# LEGAL DESCRIPTION
(FEE SIMPLE)

A portion of Rickenbacker Causeway located in Section 17, Township 54 South, Range 42 East, on the Island of Virginia Key, of unincorporated Miami-Dade County, Florida, more particularly described as follows:

Commence at the one inch diameter iron pipe set in concrete marking the point of intersection of the centerline of Rickenbacker Causeway with the South line of said Section 17, said point of intersection lying N 89°56'45" W, at a record distance of 2649.97 from the Southeast corner of said Section 17; thence, run N 45°22'07" W along the centerline of Rickenbacker Causeway for 3692.72 feet to a point of intersection with the West line of said Section 17 and the municipal limits of the City of Miami; thence N00°00'23"W along said West line of Section 17 and municipal limits for 189.72 feet to the **POINT OF BEGINNING** hereinafter referred to as "Point A" which is on a line 135.00 feet Northeasterly of the centerline of Rickenbacker Causeway as measured perpendicular thereto; thence continue N 00°00'23" W along said West line of Section 17 and municipal limits for 91.35 feet to a corner of the municipal limits of the City of Miami on the Northeasterly right-of-way line of Rickenbacker Causeway; thence S45°22'07"E, along said municipal limits and Northeasterly right-of-way line which is parallel to and 200.00 feet Northeasterly of the centerline of Rickenbacker Causeway as measured perpendicular thereto, for 264.73 feet; thence S 44°37'53" W, perpendicular to said centerline, for 65.00 feet; thence N 45°22'07" W, along a line that is parallel to and 135.00 feet Northeasterly of said centerline as measured perpendicular thereto, for 200.55 feet to the **POINT OF BEGINNING**; containing 15,121 square feet, more or less.

**-AND-**

A portion of Rickenbacker Causeway located in Section 18, Township 54 South, Range 42 East, on the Island of Virginia Key, within the corporate limits of the City of Miami in Miami-Dade County, Florida, more particularly described as follows:

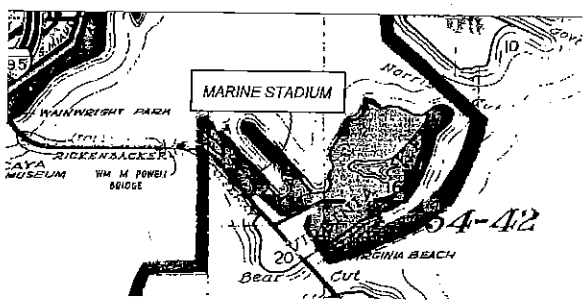
**BEGIN** at the previously described "Point A"; thence run N 00°00'23" W along the East line of Section 18 and the municipal limits of the City of Miami for 91.35 feet to a corner of the municipal limits of the City of Miami on the Northeasterly right-of-way line of Rickenbacker Causeway; thence N 45°22'07" W along said Northeasterly right-of-way line which lies 200.00 feet Northeasterly of and parallel to the centerline of Rickenbacker Causeway for 162.13 feet; thence S 44°37'53" W, perpendicular to said centerline, for 65.00 feet; thence S 45°22'07" E, along a line that is parallel to and 135.00 feet Northeasterly of said centerline, for 226.31 feet to the **POINT OF BEGINNING**; containing 12,624 square feet, more or less.

**EXHIBIT "A"**

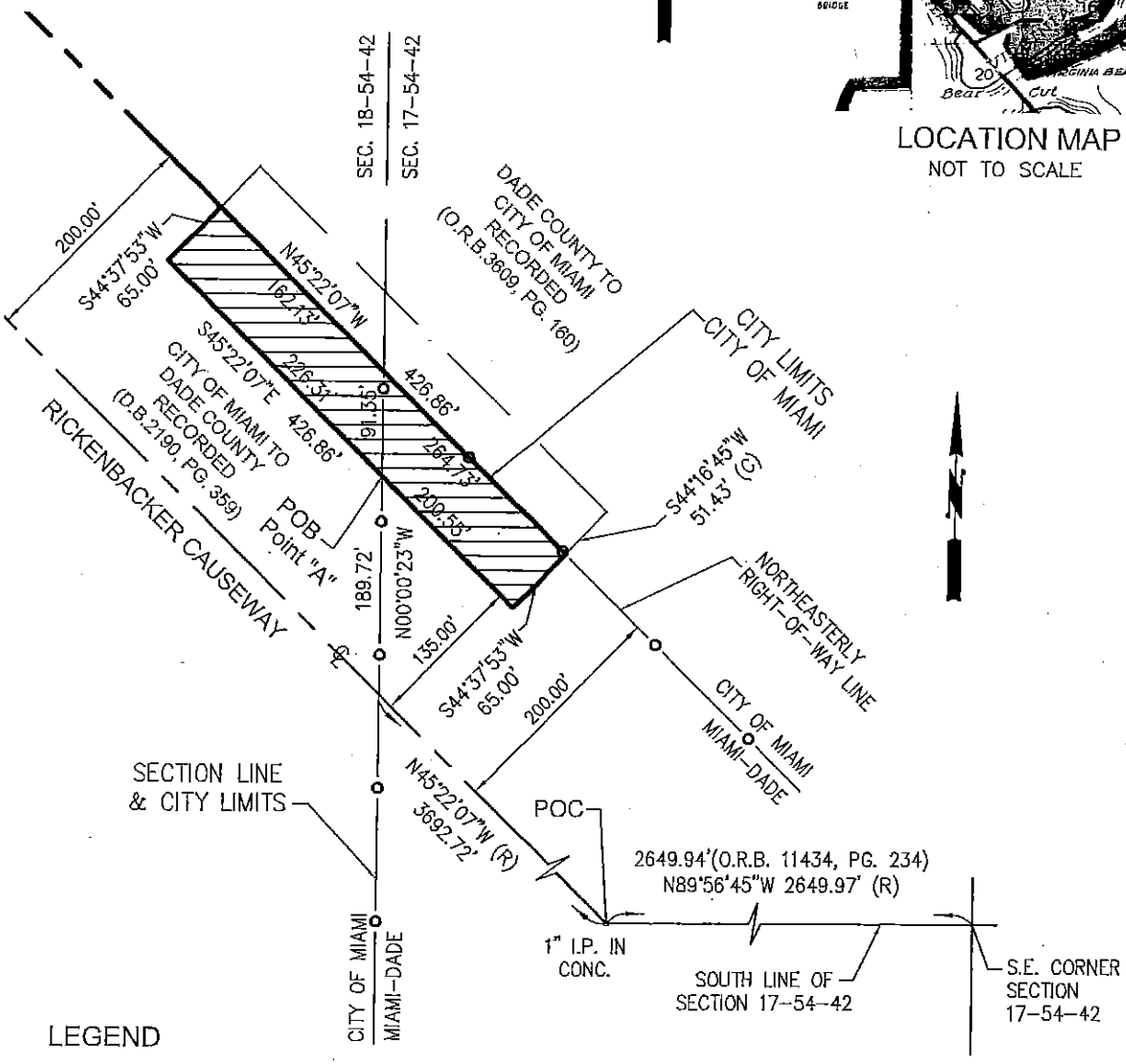
SEC 17 & 18

TWP 54 S

RGE 42 E




LOCATION MAP
NOT TO SCALE




LEGEND

| | |
|---|---|
| | RIGHT OF WAY LINE |
| | CITY LIMITS LINE |
| | CENTER LINE |
| | BOUNDARY LINE |
| | SECTION LINE |
| (POB) | POINT OF BEGINING |
| (POC) | POINT OF COMMENCEMENT |
| ℄ | CENTER LINE |

REFERENCES: F.B. 7201, PG. 10
F.B. 224, PG. 6
D.B. 2220, PG. 545

MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT DPT.
LAND DEVELOPMENT/RIGHT OF WAY DIVISION
ENGINEERING SECTION

A PORTION OF RICKENBAKER CAUSEWAY ON VIRGINIA KEY

TO BE CONVEYED

EXHIBIT "B"

**THIS IS NOT A SURVEY**

0 75 150 300

SCALE: 1" = 150'

MIAMI-DADE

SCALE 1" = 100'
PREPARED BY: L.E.
DATED: 01-02-12

**EXHIBIT 2**

This instrument was prepared by:
Debra Herman, Esquire
County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33129

Rickenbacker Causeway / Virginia Key

----------{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}----------

This Declaration is being amended to increase the timeframe for commencement and completion of construction and supercedes and replaces in full the Declaration of Restrictions recorded in the public records of Miami-Dade County at Official Records Book 28636, Page 3670.

## AMENDED DECLARATION OF RESTRICTIONS

***WHEREAS***, Miami-Dade County (the "County"), a political subdivision of the State of Florida, has conveyed to the City of Miami, (the "City") a municipal corporation of the State of Florida, real property, located in Miami-Dade County (the "Property"). The legal description of the Property and sketch depicting same is:

**SEE EXHIBITS A AND B**

***WHEREAS***, the City hereby acknowledges and agrees that this Amended Declaration of Restrictions (hereinafter "Amended Declaration") was, and continues to be, an inducement and part of the consideration for the County to convey the Property to the City and to construct the improvements thereon, as conveyed by the County Deed recorded in the public records of Miami Dade County at Official Records Book 28636, Page 3666 ("County Deed"), and amended by the Corrective County Deed recorded contemporaneously herewith ("Corrective County Deed").

***NOW THEREFORE***, in order to assure the County that the representations made by the City will always be abided by, the City, for sufficient consideration, makes the following Amended Declaration covering and running with the Property.

The City hereby agrees and stipulates as follows:

**Permitted Use of the Property.** The Property shall solely be used for the construction, operation and ongoing maintenance of a public municipal parking garage, (the "Garage"), and for no other purpose, as evidenced by a final certificate of occupancy or its equivalent within eight (8) years of the date of the original conveyance of the Property by County Deed on April 2, 2013.

**County Inspection.** It is hereby agreed that the County, or its duly authorized agents, shall have the right at any time during normal working hours of entering and inspecting the Property, to determine whether the requirements herein are being fully complied with.

**Covenant Running with the Land.** This Amended Declaration shall constitute a covenant running with the land on the Property, and shall be recorded in the public records of Miami-Dade

//

County, Florida, and shall remain in full force and effect. The City agrees that acceptance of this Amended Declaration is legally binding upon them, and does not in any way obligate or provide a limitation on the County.

**Assignment, Lease or Subsequent Conveyance.** The City shall not assign, lease or convey the Property to any person or entity. Notwithstanding, the City shall have the right to assign the operational duties of the Garage to the Department of Off-Street Parking d/b/a Miami Parking Authority, which will manage parking operations.

**Modification, Amendment, Release.** This Amended Declaration may not be amended or released without the written consent of Miami-Dade County, in its sole and absolute discretion.

**Authorization for Miami-Dade County to Reacquire the Property.** In the event any of the terms or covenants of this Amended Declaration are not being complied with, the Property shall immediately revert to the County, upon written notice provided by certified mail by the County to the City. The reverter shall immediately become effective upon the date that written notice is received by the City (the "effective reverter date"). The County shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the County, on the effective reverter date. Notwithstanding, in the event of such a reverter, the City shall have the obligation, at the County's election, to either 1) restore the Property, at the City's sole cost and expense, including any cost of demolition and removal of improvements constructed thereon by the City, or 2) to pay the County for the cost of such restoration. The determination of whether the Property has been adequately restored shall be determined in the County's sole discretion. In the event that the County exercises the reverter, upon written request, the City shall immediately provide the County with a deed of conveyance of the Property back to the County. These rights shall be in addition to any other remedy that the County may have herein and/or at law or in equity.

**Restrictions, Reservations and Conditions.** This conveyance is being made subject to the following conditions, reservations, and restrictions, which, in addition to the other provisions herein, shall be a basis for exercise of the County's right of reverter, as follows:

1. Physical construction of the parking garage shall commence no later than seven (7) years from the date of original conveyance of the Property by County Deed on April 2, 2013, as evidenced by physical vertical construction.

2. Construction of the parking garage shall be completed, as evidenced by a certificate of occupancy or equivalent document no later than eight (8) years from the date of original conveyance of the Property by County Deed on April 2, 2013.

3. No improvements shall be constructed on the Property that will result in a net loss of drainage capacity for the Rickenbacker Causeway, as determined in the County's sole discretion.

4. Prior to commencing construction, the City shall be required to submit to the County a landscaping mitigation and replacement plan acceptable to the County in its sole discretion, as evidenced by written approval from the County. The City shall implement the landscaping mitigation and replacement plan no later than the issuance of the certificate of occupancy.

5. Prior to commencement of construction, the City shall provide the County with a traffic study which identifies any negative impact on traffic flow and/or upon pedestrian and vehicular traffic safety. The City shall be required, at the County's election to either pay for any necessary mitigation or improvements with regard to traffic, as determined in the County's sole discretion, or to construct such improvements prior to completion of construction.

6. Prior to the commencement of construction, any binding determination by a governmental or zoning authority that a public municipal parking garage cannot be constructed on the Property, the County may exercise its reverter.

7. Any other restriction set forth as a basis for the reverter in the County Deed as amended by the Corrective County Deed.

8. Any use of the Property for any purpose other than the construction, operation, and maintenance of a public municipal parking garage, as determined in the County's sole discretion.

**Election of Remedies.** All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising, at will, such other additional rights, remedies, or privileges.

**Severability.** Invalidation of any one of these covenants, by judgment of a court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, Miami-Dade County shall be entitled to reacquire the Property predicated upon the invalidated portion of this Amended Declaration as a result of its reversionary interest in the Property. The Corrective County Deed and this Amended Declaration of Restriction are intended to be read together, and construed broadly, for the benefit of the County. No protection or provision in one that serves to benefit the County shall be construed as limiting any other protection or provision that benefits the County.

**Recording.** This Amended Declaration shall be filed in the public records of Miami-Dade County, Florida by the County immediately following the recordation of the Corrective County Deed. This Amended Declaration shall become effective immediately upon recordation. This Amended Declaration shall be filed on the date, and contemporaneously with, the Corrective County Deed.

**Acceptance of Declaration.** The City acknowledges that acceptance of this Amended Declaration does not obligate Miami-Dade County in any manner, and does not entitle the City to favorable approval of any application, zoning or otherwise, and that the County retains its full power and authority to accept or reject any application, in whole or in part.

**Incorporation of Recitals.** The City hereby agrees that all recitals in this Amended Declaration are hereby true and correct, and are incorporated into this Amended Declaration.

**IN WITNESS WHEREOF**, the City has caused this Amended Declaration to be executed by its respective and duly authorized representative on this _____ day of _____, 2015,

and it intends to be legally bound hereby to all of the terms and conditions of this Amended Declaration.

ATTEST:

_____
Todd B. Hannon
City Clerk

CITY OF MIAMI, FLORIDA,
a municipal corporation of the State of Florida
by its City Manager

By:_____
City Manager

Witnessed:

_____

_____

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

**I HEREBY CERTIFY**, that on this ____ day of _____, A.D. 20_____, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared _____ and _____, personally known to me, or proven, by producing the following identification: _____to be the City Manager and City Clerk of the City of Miami, a municipal corporation under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officers severally acknowledged before me that they executed said instrument acting under the authority duly vested by the City of Miami and its Corporate Seal is affixed thereto.

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

_____
Notary Signature

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By:_____
Name:_____
Title: Assistant County Attorney

# LEGAL DESCRIPTION
(FEE SIMPLE)

A portion of Rickenbacker Causeway located in Section 17, Township 54 South, Range 42 East, on the Island of Virginia Key, of unincorporated Miami-Dade County, Florida, more particularly described as follows:

Commence at the one inch diameter iron pipe set in concrete marking the point of intersection of the centerline of Rickenbacker Causeway with the South line of said Section 17, said point of intersection lying N 89°56'45" W, at a record distance of 2649.97 from the Southeast corner of said Section 17; thence, run N 45°22'07" W along the centerline of Rickenbacker Causeway for 3692.72 feet to a point of intersection with the West line of said Section 17 and the municipal limits of the City of Miami; thence N00°00'23"W along said West line of Section 17 and municipal limits for 189.72 feet to the **POINT OF BEGINNING** hereinafter referred to as "Point A" which is on a line 135.00 feet Northeasterly of the centerline of Rickenbacker Causeway as measured perpendicular thereto; thence continue N 00°00'23" W along said West line of Section 17 and municipal limits for 91.35 feet to a corner of the municipal limits of the City of Miami on the Northeasterly right-of-way line of Rickenbacker Causeway; thence S45°22'07"E, along said municipal limits and Northeasterly right-of-way line which is parallel to and 200.00 feet Northeasterly of the centerline of Rickenbacker Causeway as measured perpendicular thereto, for 264.73 feet; thence S 44°37'53" W, perpendicular to said centerline, for 65.00 feet; thence N 45°22'07" W, along a line that is parallel to and 135.00 feet Northeasterly of said centerline as measured perpendicular thereto, for 200.55 feet to the **POINT OF BEGINNING**; containing 15,121 square feet, more or less.

**-AND-**

A portion of Rickenbacker Causeway located in Section 18, Township 54 South, Range 42 East, on the Island of Virginia Key, within the corporate limits of the City of Miami in Miami-Dade County, Florida, more particularly described as follows:

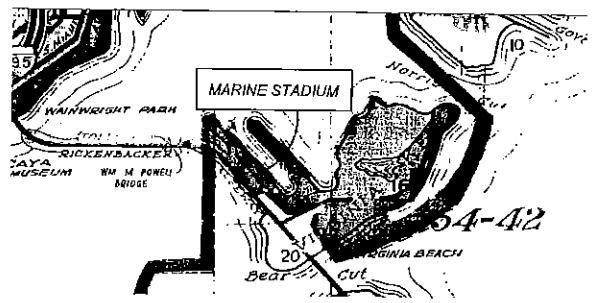
**BEGIN** at the previously described "Point A"; thence run N 00°00'23" W along the East line of Section 18 and the municipal limits of the City of Miami for 91.35 feet to a corner of the municipal limits of the City of Miami on the Northeasterly right-of-way line of Rickenbacker Causeway; thence N 45°22'07" W along said Northeasterly right-of-way line which lies 200.00 feet Northeasterly of and parallel to the centerline of Rickenbacker Causeway for 162.13 feet; thence S 44°37'53" W, perpendicular to said centerline, for 65.00 feet; thence S 45°22'07" E, along a line that is parallel to and 135.00 feet Northeasterly of said centerline, for 226.31 feet to the **POINT OF BEGINNING**; containing 12,624 square feet, more or less.

**EXHIBIT "A"**

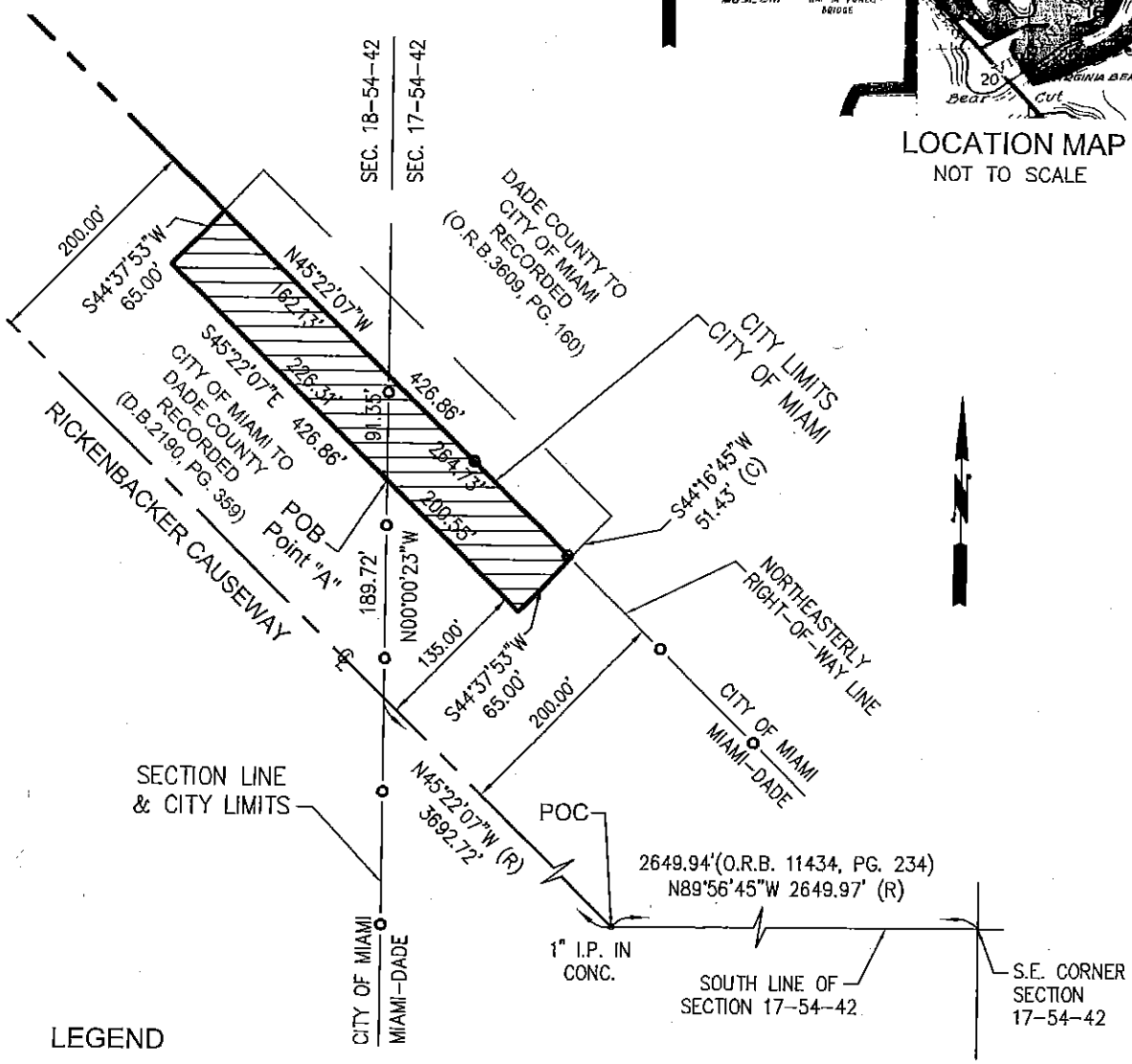
SEC 17 & 18

TWP 54 S

RGE 42 E




LOCATION MAP
NOT TO SCALE




LEGEND

| | |
|---|---|
| | RIGHT OF WAY LINE |
| | CITY LIMITS LINE |
| | CENTER LINE |
| | BOUNDARY LINE |
| | SECTION LINE |
| (POB) | POINT OF BEGINING |
| (POC) | POINT OF COMMENCEMENT |
| ℄ | CENTER LINE |

REFERENCES: F.B. 7201, PG. 10
F.B. 224, PG. 6
D.B. 2220, PG. 545

MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT DPT.
LAND DEVELOPMENT/RIGHT OF WAY DIVISION
ENGINEERING SECTION

A PORTION OF RICKENBAKER CAUSEWAY ON VIRGINIA KEY

TO BE CONVEYED

EXHIBIT "B"

THIS IS NOT A SURVEY

0 75 150 300

SCALE: 1" = 150'

MIAMI-DADE

SCALE 1" = 100'
PREPARED BY: L.E.
DATED: 01-02-12