

## **APPENDIX D**

### **AGREEMENT IN PRINCIPLE BETWEEN U.S. DEPARTMENT OF THE ARMY AND MIAMI-DADE COUNTY**

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**AGREEMENT IN PRINCIPLE**  
**between the**  
**U. S. DEPARTMENT OF THE ARMY**  
**And MIAMI-DADE COUNTY**

**PURPOSE**

This Agreement in Principle sets forth certain actions agreed upon by the U. S. Department of Army (ARMY) and Miami-Dade County (COUNTY) concerning proposed real property transactions to be accomplished at the Miami-Metrozoo (ZOO) and the Gold Coast Railroad Museum (GOLD COAST), both located at 12400 SW 152<sup>nd</sup> Street, Miami, Florida. The purpose of the real property transactions is to ensure the continued force protection and security of the ARMY while allowing for the further development of certain portions of the ZOO and GOLD COAST. In addition to the ARMY and COUNTY as the named parties to this Agreement, the National Parks Service (NPS) and U.S. General Services Administration (GSA) must also concur that this Agreement is in the best interest of the United States.

**BACKGROUND**

County acquired certain surplus property from the NPS as a public benefit conveyance for use in perpetuity for public park and recreational purposes in 1975. It was developed into a zoological park throughout the 1980's. COUNTY acquired other surplus property from the NPS as a public benefit conveyance for use in perpetuity for public park and recreational purposes in 1986. It was developed into a railroad museum. Both properties are located at 12400 SW 152 Street, within the former Richmond Naval Air Station area, Miami-Dade County, Florida. They lie adjacent to ARMY to the North and Bureau of Prisons lands to the South and West of the COUNTY lands.

COUNTY has initiated a plan to increase visitors and revenue to the COUNTY lands by allowing private development of certain areas of these properties. It seeks to enhance these areas through expanded concessionaire development of a water park, family entertainment center, transportation museum and a hotel east of the access road into the ZOO. COUNTY plans also call for the extension of small scale train service from the GOLD COAST to the ZOO property and a modification of vehicular traffic flow.

Because the expansion plans exceed the publicly permissible activities under the NPS deed restrictions contained in the COUNTY'S deed to the properties, COUNTY has requested that NPS release a small portion of the ZOO from the current deed restrictions. This can be accomplished, by law, through a land exchange in which the deed restrictions reserving the ZOO property for public park and recreational purposes only will be removed from the ZOO property and placed on a substitute property identified by COUNTY and approved by NPS. The deed restrictions are critical to fulfilling the NPS

mission and because the ARMY has a continuing mission for the indefinite future for which force protection and security measures are and will be necessary. Therefore, certain NPS deed restrictions on ZOO property cannot be released without agreement by the ARMY. ARMY is concerned that development of the ZOO and GOLD COAST properties and other areas continue to be subject to provisions for reversion to the United States for national defense purposes. NPS then can review said plans, consult with other federal entities affected by such an exchange, and submit the plan to GSA for review and approval. If GSA determines that there are no objections to the exchange, NPS may issue a conditional letter of intent to complete the required release and transfer documents. In any event, all ZOO and GOLD COAST properties will remain subject to deed provisions providing for reversion to the United States for national defense purposes.

#### **PRESENTING ISSUES**

The ZOO and GOLD COAST are adjacent to property owned by the ARMY. The ARMY has expressed objection to the further development proposed by COUNTY unless certain protective measures are taken to lessen the impact of the development on ARMY'S continuing mission and that certain reversion provisions to the United States remain in full force and effect on the ZOO and GOLD COAST properties. The protective measures required by the Army include the perpetual right of ingress and egress over the main ZOO access road together with a perpetual right to cross the existing moat for access to Government property. ARMY has a continuing mission for the indefinite future for which force protection and security measures are and will continue to be necessary. Therefore, deed restrictions on the ZOO property cannot be released by NPS without agreement by the ARMY.

In meetings between ARMY and COUNTY, the actions critical to preserving the force protection and security of the ARMY property have been identified now and into the future and will be addressed below.

While both sides recognize that time is of the essence in resolving these issues, there is a necessity for interim measures in order to meet the legal requirements of both entities to keep this project on track.

**AGREEMENT IN PRINCIPLE.** This Agreement in Principle encompasses the following areas of ZOO and GOLD COAST:

##### **1. Easements and restrictive uses**

###### **A. Zoo 1 – Voluntary Reversion/U.S. Deed Supplemented (Exhibit 1– Legal Description)**

Land area identified as Zoo 1 on Map 1, being approximately 2 acres +/-, will be transferred in fee to the U.S. Government. This transfer will be accomplished by COUNTY voluntarily reversion to the U.S. Government. Upon receipt of the 2 acres,



GSA will supplement its most recent deed of property to the U.S. Government for use by the ARMY adding the 2 acres. COUNTY will provide a survey and legal description, prepared by a registered surveyor, of the approximately 2 acres of land.

B. Zoo 2 – U.S. Human Habitation or Human Occupancy Restriction (Exhibit 2 – Legal Description)

In addition to the transfer of the 2 acres to the U.S. Government, NPS will place a use restriction on the 3.33+/- acre area identified on the western boundary of the existing ZOO entry road for that property located between the current fence and the road. The use restriction will prohibit any structure susceptible for human habitation or human occupancy, while still retaining the existing security road and the proposed railroad track alignment for small trains. This use restriction will be documented in the release and transfer documents to COUNTY relative to any land exchange approved by NPS for COUNTY in connection with the ZOO. COUNTY will provide a survey and legal description of the area, prepared by a registered surveyor, that will be subject to the use restriction.

C. Zoo 3 – Voluntary Reversion/U.S. Deed Supplemented (Exhibit 3 – Legal Description)

Land area identified as Zoo 3 on Map 1, being approximately 2.47 acres +/-, will be transferred in fee to the U.S. Government. This transfer will be accomplished by COUNTY voluntarily reversion to the U.S. Government. Upon receipt of the 2.47 acres, GSA will supplement its most recent deed of property to the U.S. Government for use by the ARMY, adding the 2.47 acres to provide ARMY with all required access and necessary property interests in perpetuity to construct a new access road, as a new access point to U.S. Government property, substantially as depicted on the attached sketch. The new additional road area will connect the existing road ("N" Road), to be designed, engineered and constructed by and at the expense of the U.S. Government, to the existing ZOO entry road, and matching the access point to the existing road cut, near Security Gate 1, leading into COUNTY's new development area.

D. Gold Coast 1 – U.S. Exclusionary Easement (Exhibit 4 – Legal Description)

Land area identified as Gold Coast 1 on Map 1 (approximately 5.17 acres +/-), will be subject to an exclusionary easement granted from the COUNTY to the U.S. Government that excludes access by the public and any non-ARMY personnel. ARMY will install and maintain fencing on the approximately 5.17 acres +/- of land. Scheduled pineland resource management and maintenance by COUNTY staff will be coordinated with ARMY for the purpose of ARMY providing COUNTY maintenance staff with access to the restricted area. COUNTY will provide a survey and legal description of the area, prepared by a registered surveyor that will be subject to the exclusionary easement.

E. Gold Coast 2 – U.S. Human Habitation or Human Occupancy Restriction (Exhibit 5 – Legal Description)

NPS will place a use restriction on the land area identified as Gold Coast 2 (approximately 8.85 acres +/-). The use restriction will prohibit any structure susceptible for human habitation or human occupancy except for a planned railroad car maintenance

facility substantially as depicted in Map 1. The use restriction will allow COUNTY to retain use of existing railroad tracks and run railcars through the approximately 8.85 acres. The use restriction will be documented in the release and transfer documents to COUNTY relative to any land exchange approved by NPS for COUNTY in connection with the ZOO. COUNTY will provide a survey and legal description, prepared by a registered surveyor, of the approximately 8.85 acres that will be subject to the use restriction.

F. Gold Coast 4 – Fabric Mesh (Exhibit 7a – Legal Description)

COUNTY will enhance the visual barrier between the ARMY and the GOLD COAST and commit by this Agreement to install a temporary fabric mesh over the existing fence (approximately 1,325 LF), commencing within 6 months after the date of this Agreement.

G. Gold Coast 5 – Wall (Exhibit 7b – Legal Description)

COUNTY will later construct, operate and maintain a 14 foot high concrete wall that will meet any and all local wind and code requirements. The wall will be constructed contingent on the COUNTY executing concession contracts or any other contracts (other than contracts for maintenance of existing facilities) to initiate any further development of new facilities for the GOLD COAST beyond what currently is constructed. Construction requirements and linear feet of the wall (approximately 2,531 LF of wall) will be established and documented within NPS release and transfer documents. Miami-Dade County will provide a survey and legal description, prepared by a registered surveyor, for construction of the wall.

H. In addition, NPS will place a use restriction on the entire GOLD COAST property. The use restriction will provide that no currently existing facility (specifically, the existing railroad administrative, museum and storage facilities) or future facility shall exceed 22 feet in height for the northern side of the existing GOLD COAST train shed, absent the existing train shed and 12-story communications tower. COUNTY agrees that the existing communications tower will not be expanded in height and that no present or future facilities, consistent with proposed railroad museum and military museum theme, shall exceed the height of the roofline of the Richmond Building #25, being approximately 36 feet in height on the southern side of the existing GOLD COAST train shed. The use restriction will be documented in the release and transfer documents to COUNTY relative to any land exchange approved by NPS for COUNTY in connection with the ZOO. COUNTY will provide a survey and legal description of the land area, prepared by a registered surveyor that will be subject to the use restriction.

I. Gold Coast 3 – U.S. Deed Reservation/Access Easement (Exhibit 6 – Legal Description)

COUNTY will document and record previously established U.S. Government deed access reservation from ARMY property to Bureau of Prison Property substantially as show on Map 1. COUNTY will retain this easement intact and avoid constructing any improvements thereupon.



J. Gold Coast 6 – U.S. Deed Reservation/Access Easement (Exhibit 8 – Legal Description)

COUNTY will document and record previously established U.S. Government deed access reservation from ARMY property through Bureau of Prison Property continuing onto COUNTY property substantially as shown on Map 1. COUNTY will retain this easement intact and avoid constructing any improvements thereupon.

2. COUNTY acknowledges that NPS retains the continuing right and obligation to review any additional development plans on the GOLD COAST site to insure any development will not add an additional monitoring costs or increase security risk level for other Federal Government entities including, but not limited to, the ARMY.

3. NPS will place a use restriction on the GOLD COAST property that will provide that no venue on the GOLD COAST property will be open to the public after 11:00 p.m. each day. The use restriction will be documented in the release and transfer documents to COUNTY relative to any land exchange approved by NPS for COUNTY in connection with the ZOO. The current Program of Utilization includes no hotel or any overnight accommodations on the GOLD COAST property. It is fully understood that the current deed restriction allows no hotel or any overnight accommodations on the GOLD COAST Railroad Museum property and that said restriction shall remain indefinitely.

4. It is understood that COUNTY is not seeking any changes to the deed restrictions on the GOLD COAST property. Any proposed change in deed restrictions on the GOLD COAST property will require approval by the NPS after consultation with the Department of Army, Corps of Engineers and other Government entities.

5. Any U.S. Governmental entity may refurbish (at the Government's expense) and utilize old railroad bed into existing Governmental property and access any railroad spur should rail access into Government owned land be required by the U.S. Government in the future. Any reactivation and use of the line would be coordinated with COUNTY.

6. COUNTY will provide ARMY with legally sufficient real property easement interest in COUNTY-owned property that will allow ARMY a perpetual right of access to the COUNTY's zoo access road to include the construction of a new entry road connecting with "N" Road that will cross the existing moat as an access point onto the existing zoo road.

7. ARMY agrees to relocate the existing guardhouse together with sufficient security measures near the access point to "N" Road to include fencing and new gate(s). It is agreed that this location will be the primary access to Government Property.

8. COUNTY agrees to provide ARMY with a legally sufficient real property easement interest, in perpetuity, in COUNTY-owned property (as substantially shown on Map 2 and Map 3 attached hereto). County also agrees to allow ARMY to construct security fencing on COUNTY-owned property for the purpose of meeting COUNTY, ARMY and

ZOO security requirements. County agrees to maintain all security fencing on COUNTY-owned property. County agrees to provide the above-referenced easement to the Army within 60 days following execution of this Agreement in Principle.

#### 9. Other Provisions

- Implementation of this Agreement and its requirements shall be at no cost to the United States. Unless otherwise agreed, COUNTY agrees in principle to pay the costs associated with this transaction, including, but not limited to, realty services and recordation fees, costs associated with survey and legal description, environmental studies required by Federal, State or County regulations, engineering studies, and design studies, as might be incurred by ARMY.
- ARMY's obligation to pay or reimburse any money under this Agreement in Principle is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Agreement shall be interpreted to require obligations or payments by the ARMY in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.
- ARMY's authority to accept property pursuant to this Agreement in Principle is subject to the ARMY receiving final authority from the Department of the ARMY to acquire fee interest.
- ARMY agrees in principle that the ARMY, upon execution of this Agreement between COUNTY and ARMY on behalf of the U.S. Government, and upon ARMY's concurrence in the NPS release and transfer documents relative to a land exchange in connection with COUNTY that contains the use restrictions set out above, ARMY will withdraw its objection to release by the NPS of deed restrictions currently in force on the ZOO property east of the access road to the ZOO and Southeast of the GOLD COAST property.

10. Upon executing the Agreement as set out above, ARMY agrees in principle not to object to requests by COUNTY to Miami Dade County zoning officials for reasonable changes or amendments to local land use and zoning classifications for the remaining COUNTY property. It is further understood that NPS will provide ARMY with an opportunity to review NPS release and transfer documents relative to a land exchange in connection with the ZOO. ARMY agrees to provide NPS with a letter of conditional concurrence in the substitute use restrictions set out above and the conditional release of restrictions as set out above after it has concurred in the proposed NPS release and transfer documents to COUNTY. COUNTY and ARMY agree that the United States of America shall retain all reversionary rights as reserved in the original transfers of the subject property to COUNTY.



**Miami-Dade County**

  
County Manager, Miami-Dade County

ALEX MUNOZ ASST. CO. MGR.  
Name (typed or printed) and Title

Date: 12/14/06

**National Park Service Concurrence Signature Line**

\_\_\_\_\_  
NPS official signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed) and Title

**GSA Concurrence Signature Line**

\_\_\_\_\_  
Region 4 GSA official signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed) and Title

**Department of the Army Execution**

\_\_\_\_\_  
Signature

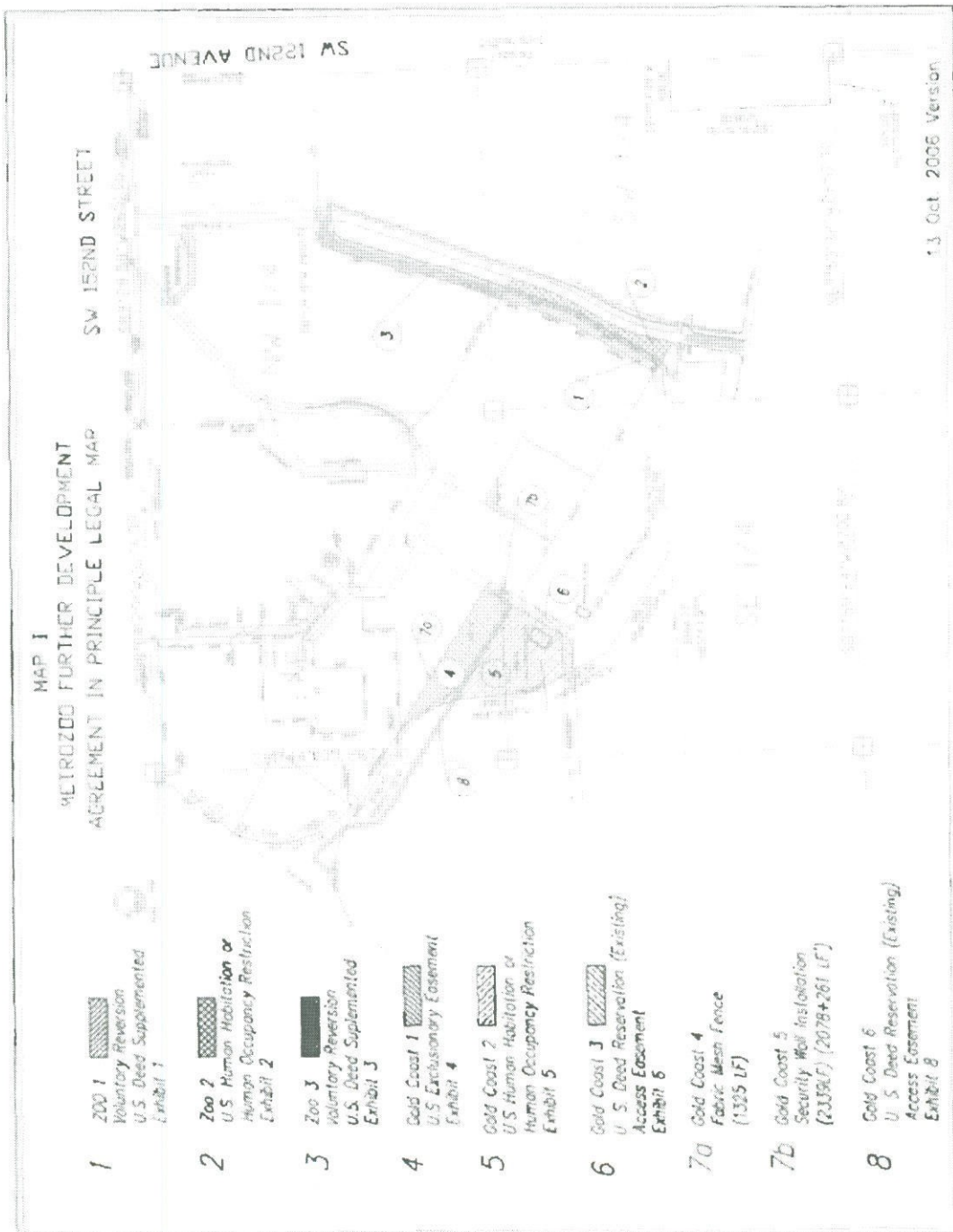
Date: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed)

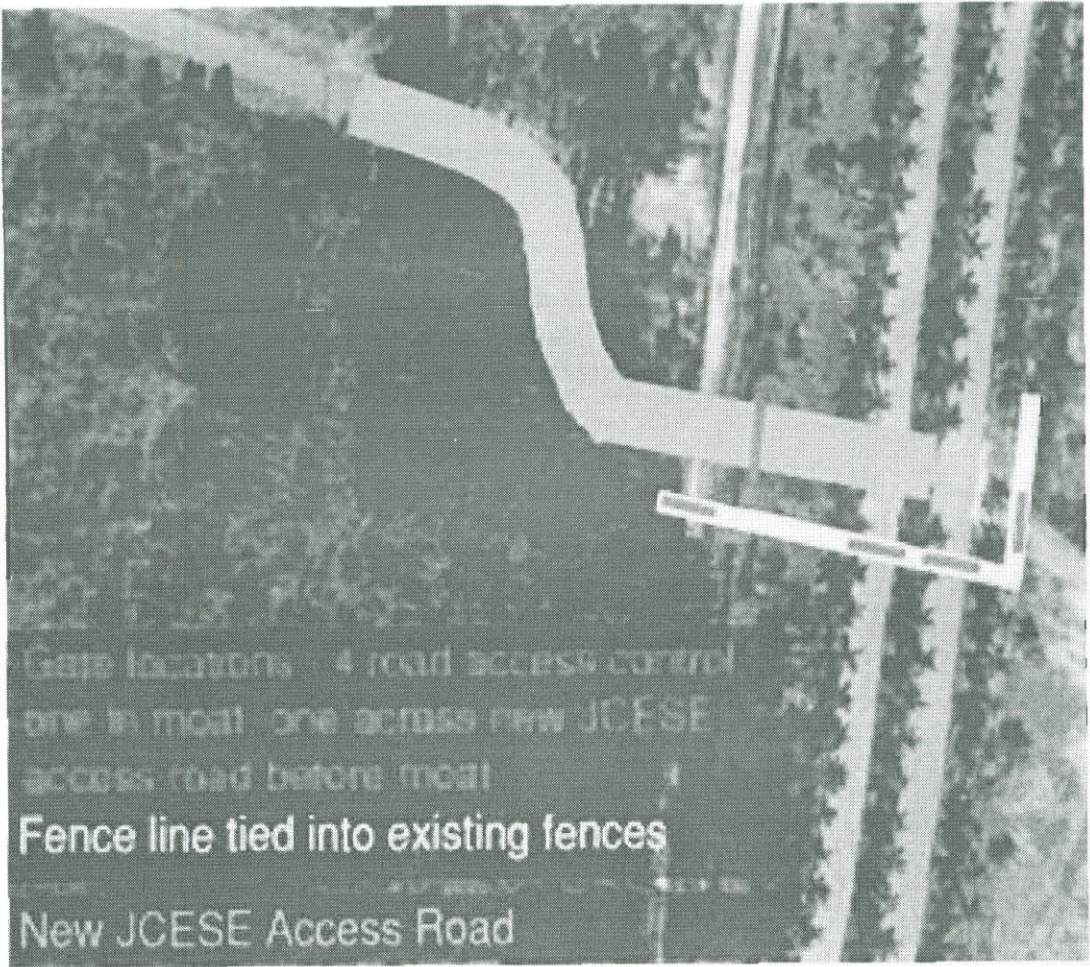
Assistant for Real Estate  
Office of the Deputy Assistant Secretary of the Army  
(Installation and Housing)  
Office of the Assistant Secretary of the Army

# Map1

## DEED MODIFICATIONS TO MIAMI-METROZOO AND GOLD COAST RAILROAD MUSEUM

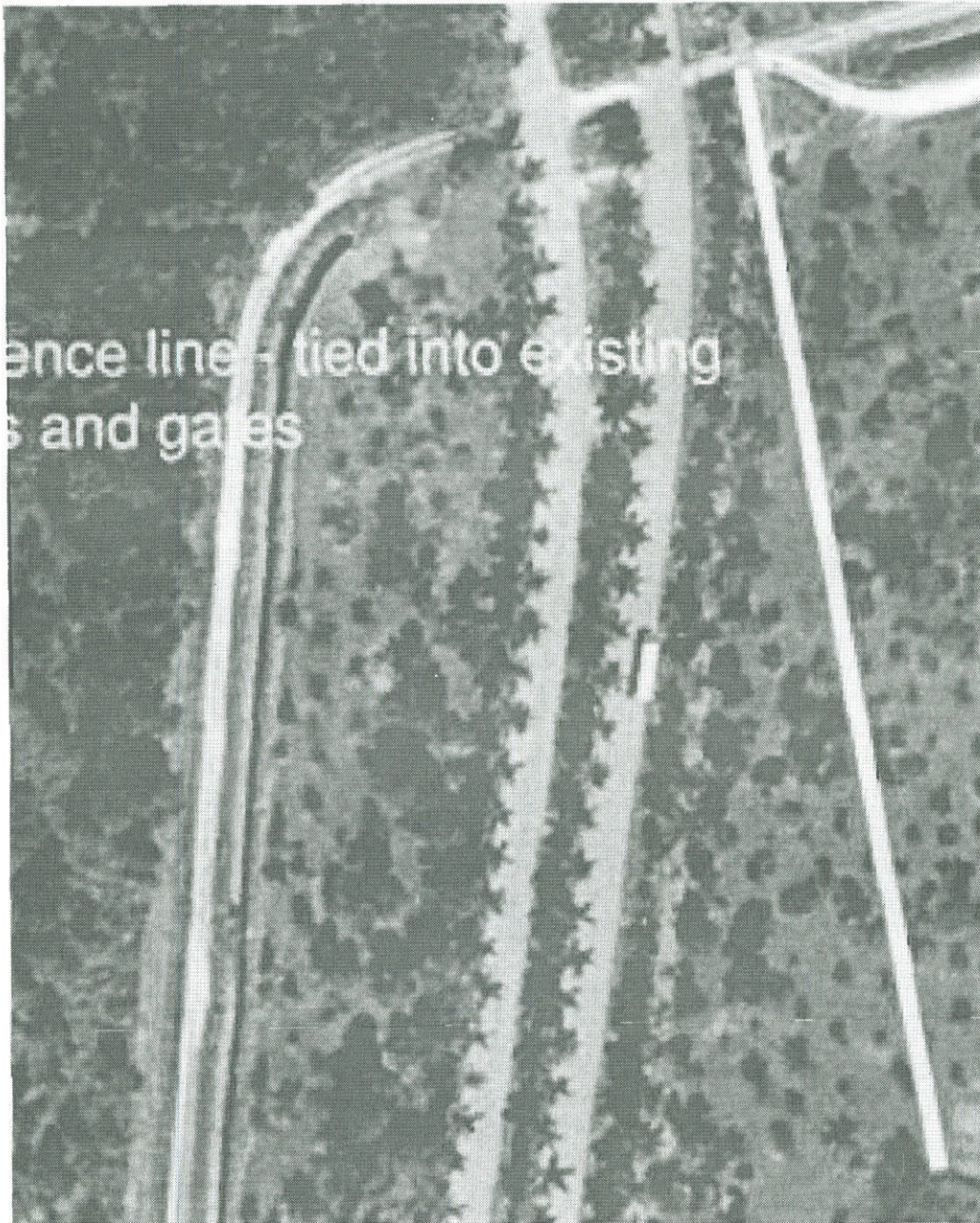


DEED MODIFICATIONS TO MIAMI-METROZOO AND  
GOLD COAST RAILROAD MUSEUM





DEED MODIFICATIONS TO MIAMI-METROZOO AND  
GOLD COAST RAILROAD MUSEUM



Map 3

**Status Letter from National Park Service**

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## United States Department of the Interior



NATIONAL PARK SERVICE 2007 MAY -9 A 8: 29  
Southeast Regional Office  
Atlanta Federal Center  
1924 Building  
100 Alabama St., SW.  
Atlanta, Georgia 30303  
PLANNING & ZONING  
METROPOLITAN PLANNING SEC

IN REPLY REFER TO:  
S7417(SERO-RC)  
N-FL-546

March 16, 2007

Mr. Kevin Asher, AICP  
Supervisor  
Property Management Section  
Miami-Dade County Park and Recreation Department  
275 NW 2<sup>nd</sup> Street  
Miami, Florida 33128

Dear Mr. Asher:

This is in response to your telephone call requesting a status report on the Transfer of Deeds and related Agreement in Principle (AIP) concerning your proposal to remove public park restrictions from a portion of the Miami-Metrozoo, a Federal Lands to Parks real property conveyance.

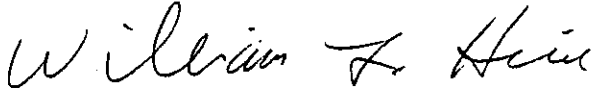
In 2005, Miami-Dade County Park and Recreation Department completed a request to Transfer Deeds pertaining to Miami-Metrozoo. The National Park Service deemed it sufficient and approved the action subject to removal of objections from the U.S. Army. Pursuant to a 2006 AIP with the Army, Miami-Dade County resolved certain objections through a series of actions, easements and voluntary reversions of property. Based on evidence of support from the Army and Miami-Dade County (R-819-06), our Regional Solicitor is completing his final review of the AIP. Following his review, our office is prepared to sign the AIP and secondarily transmit the document to the U.S. General Services Administration and the U.S. Department of the Army, Corps of Engineers for execution. Upon execution of the AIP, we will complete the Transfer of Deed and release public park and public recreation use restriction on the property, thus allowing for non-park development. Concurrent with its execution, we also expect

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to proceed with several legal actions (deed modifications, parcel reversions, etc.) which will be recorded in Miami-Dade County.

It appears that we will have considerable detailed, technical work to complete this year, but I am confident it will be completed prior to Miami-Dade County taking final action on your land use and zoning changes. If you have any questions, please contact me at 404-562-3175 or via e-mail at [Bill\\_Huie@nps.gov](mailto:Bill_Huie@nps.gov).

Sincerely,

A handwritten signature in cursive script that reads "William L. Huie".

William L. Huie  
Program Manager  
Federal Lands to Parks  
Southeast Region

## **Letter of Intent**



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# Memorandum



**Date:** July 6, 2006

Supplement to  
Agenda Item No. 8 (M) 1d

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

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

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

**Subject:** Additional information regarding Metrozoo Development Plan and National  
Park Service Executed Letter of Intent

The attached Letter of Intent, now signed by the National Park Service with concurrence by the federal General Services Administration, is being provided to you for inclusion in your final agenda item. The Letter which was previously included in draft form allows the County to proceed with deed modifications at Metrozoo based on an Agreement in Principal with the U.S Army. These measures are necessary to obtain federal approvals to proceed with development of a water park, a family entertainment center, related retail concessions, food and drink establishments, and a hotel on Metrozoo property.

## BACKGROUND

The deed for the Metrozoo property presently limits its use to public park and public recreation purposes. Modification of the deed will permit the County to contract for commercial uses and structures such as the water park and family entertainment center. The deed modification is accomplished through a federally authorized exchange, based on land value, in which the deed restriction is transferred to another, newly acquired park property.

During final federal review and approval of the Metrozoo deed modification, the U.S. Army objected to certain County development actions that might impact their security and force protection measures. The County negotiated an Agreement in Principal to identify and mitigate or eliminate these adverse actions. This Agreement required the review and approval by the National Park Service, who is charged with enforcement of deed restrictions.

On June 1, 2006, the National Park Service provided the County a draft Letter of Intent attesting to their acceptance of the Agreement in Principal and their intention to now approve the deed modifications. Since both the Metrozoo deed modification and related voter referendum item are extremely time sensitive, and the National Park Service could not provide a fully signed version at the time the item was presented to Committee a draft letter was provided to the IRCAC Committee during its June 14, 2006 meeting. The Committee forwarded the item to the Board with a favorable recommendation. The National Park Service was able to provide the final signed letter (attached), with concurrence by the federal General Services Administration, on June 15, 2006, a day after the Committee approved the item.

A handwritten signature in black ink, written over the printed name of the Assistant County Manager.

Assistant County Manager



## United States Department of the Interior

NATIONAL PARK SERVICE  
Southeast Regional Office  
Atlanta Federal Center  
1924 Building  
100 Alabama St., SW.  
Atlanta, Georgia 30303



IN REPLY REFER TO:  
S7417 (SERO-RC)  
4-N-FL-546  
4-D-FL-546D

June 15, 2006

Ms. Laura Yeager  
Deputy Director  
Property Disposal Division (4PR)  
General Services Administration  
401 West Peachtree Street, N. W.  
Suite 820  
Atlanta, Georgia 30308

RECEIVED  
2006 JUN 20 PM 2:24  
U.S. DEPARTMENT OF THE INTERIOR

Dear Ms. Yeager:

We would like to take this opportunity to express our deep appreciation for the assistance you and Ms. Debbie Young of your office have provided to us, our Regional Solicitor, the U.S. Army Corps of Engineers, and Miami-Dade County in resolving the complex issues associated with the proposed changes in use of the Miami Metrozoo and the adjacent Gold Coast Railroad Museum park properties. We sincerely appreciate your professional assistance in attempting to meet the needs of Federal and local agencies in planning for the proposed changes in use on these properties.

Miami-Dade County, Florida (County), has requested permission to convert two parcels totaling 42.76 acres of their 1,009.83-acre Miami-Metrozoo, a former Federal surplus real property known as Portion, Former Naval Air Station, Richmond, Dade County, Florida (4-N-FL-546). The County has proposed to utilize the subject parcels for entertainment purposes and commercial recreation. Their proposal is clearly not authorized by the terms of the Deed of Conveyance.

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The Miami Metrozoo was conveyed to Miami-Dade County at no cost on October 1, 1974, by the U.S. Department of the Interior through the Federal Lands to Parks (FLP) Program for public park and public recreation area purposes only. The southern 260 acres have been developed as a county park and are known as the Larry and Penny Thompson Memorial Park. On May 19, 1984, an additional parcel from the Federal Correctional Institute (4-D-FL-546D), totaling 49.67 acres, was conveyed to the County and has been developed as the Gold Coast Railroad Museum. On April 7, 2003, a portion of the Martinez Army Reserve Center was added to Larry and Penny Thompson Park to create a pineland preserve of 393.83 acres. According to our files, all three conveyances are in compliance with the terms in the Deeds of Conveyance.

In order to utilize any portion of Miami-Metrozoo for non-park purposes, the County has offered to purchase privately-owned land totaling 138.22 acres. The new park will serve the Kendall area of Miami-Dade County and will be developed with lighted ballfields and courts, recreation center, picnic areas, family aquatic center, playground, open playfields, bicycle trails, and pathway system. The replacement property will be subject to the same terms and conditions as contained in the original Deed of Conveyance.

In support of this proposal, the County has provided appraisal reports to establish that the fair market value of the Metrozoo parcels is \$9,370,000 and the fair market value of the replacement parcel is \$9,386,000. The reports have been reviewed for conformance with the Uniform Appraisal Standards for Federal Land Acquisitions and are now approved. A Phase 1 environmental site assessment was prepared for the County which concluded that the past and current agricultural activities on the property are identified as a recognized environmental condition. A Phase 2 Environmental Site Assessment was performed and the consultant determined that chemical residue associated with agricultural uses would be reduced over time if the use of the property changed. With the proposed park use, the consultant concluded in the Phase 2 Environmental Site Assessment that no further inquiry is warranted to assess the environmental condition of the subject property at this time. We concur with the conclusions of this assessment.

As you are aware, the Miami-Dade Park and Recreation Department has substantially completed all of the required steps to remove the public park and public recreation restriction on the property, and we were in a position to request concurrence from your office. At the time that the National Park Service was in a position to approve and process this proposed land exchange at Metrozoo, we were informed that adjacent Federal agencies, specifically the U.S. Army Corps of Engineers, had serious concern about the proposal. The Army advised that the proposed expanded use of the property, both in types of activities and in hours of operation, may not be appropriate for the operation of their mission. Because of

these concerns, we determined that no changes could occur at Metrozoo until the adjacent Federal landowners (i.e., Corps of Engineers) would be in a position to concur. Shortly thereafter, we were informed that the County began negotiations through the Corps of Engineers, to resolve existing issues. We discussed the land exchange proposal with your office on many occasions and we agreed that until the County and Army, and possibly other Federal agencies, come to an agreement with regard to new uses, we will withhold our approval recommendation for this proposed land exchange and would not seek General Services Administration's required concurrence.

We are pleased to report that a draft Agreement in Principle (AIP) has been prepared to address the many concerns involved with this proposed exchange. A copy of the latest version is enclosed for your information. Although this document is unexecuted, we have been asked by the Miami-Dade County Park and Recreation Department to provide you with a statement of our intent to proceed to request General Services Administration concurrence with the land exchange. Please understand that our request will not be submitted to your office until we have received a copy of the fully executed AIP and all parties have provided us with assurance that the proposed exchange is acceptable to their agency missions and special needs. Also, please note that Miami-Dade County will be bound by the terms contained in this agreement.

Of the many issues in the AIP, there will be the requirement for one or possibly two voluntary reversions of parcels which are needed by the United States for use by the Army. One of the parcels is located on the adjacent Gold Coast Railroad Museum property (4-D-FL-546D) which was also conveyed to the County for public park and public recreation purposes. Another outstanding issue is whether or not our office will concur in an exclusionary easement on a portion of the Gold Coast property.

In the near term, after the County and Army have executed the AIP, we will hopefully be in a position to finally approve the proposed land exchange and seek GSA's concurrence. Following your concurrence with this proposed land exchange, our solicitor will provide us with a draft Release and Transfer of Terms, Conditions, and Restrictions document (the exchange deed). The complexity of this document will require us to seek your advice, and the advice of the other Federal parties, specifically the U.S. Army Corps of Engineers, before this document can be finalized.

If you have any questions, comments, or suggestions, please do not hesitate to contact me at 404-562-3175, or via e-mail at (Bill\_Huie@nps.gov).

Sincerely,

*William L. Huie*

William L. Huie  
Program Manager  
Federal Lands to Parks  
Southeast Region

Enclosure

GSA Concurs With This Letter Of Intent

*Laura L. Yeager*

Laura L. Yeager  
Deputy Director  
GSA Property Disposal (4PR)  
Atlanta, Georgia

*06/21/06*  
Date

