

SMALL SCALE AMENDMENT REQUEST
TO THE
LAND USE ELEMENT/LAND USE PLAN MAP
MAY 2016 AMENDMENT CYCLE
MIAMI-DADE COUNTY
COMPREHENSIVE DEVELOPMENT MASTER PLAN

RECEIVED

2016 MAY 31 P 3:41

PLANNING DIVISION

1. APPLICANT

Kendall 79, LLC
7901 N. Kendall Drive
Miami, FL 33143

2. APPLICANT'S REPRESENTATIVES

Jeffrey Bercow, Esq.
Graham Penn, Esq.
Bercow Radell & Fernandez, PLLC
200 South Biscayne Boulevard, Suite 850
Miami, Florida 33131
(305) 374-5300

By: C. Koshalgar Date: May 31, 2016
Jeffrey Bercow, Esq.

By: C. Koshalgar Date: May 31, 2016
Graham Penn, Esq.

3. DESCRIPTION OF REQUESTED CHANGES

An Small Scale Amendment to the Comprehensive Development Master Plan Land Use Plan Map is requested.

A. A change to the Land Use Element, Land Use Plan Map (item A. 1 in the fee schedule) is requested.

B. Description of Application Area

The Application Area consists of approximately 4.37 gross acres (3.89 net acres) located in Section 34, Township 54, Range 40 East (the "Property"). The Property is more accurately described on the attached location map, sketch, and legal description. See attached Survey.

C. Acreage

Application Area: approximately 3.89 gross/net acres

Acreage owned by Applicant: 0 acres.

D. Requested Changes

- 1) It is requested that the Application Area be redesignated on the Land Use Plan Map from Low-Medium Density to Business and Office.
- 2) It is requested that this application be processed as a Small-Scale Amendment under the expedited procedures.

4. REASONS FOR AMENDMENTS

Description of Application Area. The Application Area is located at the northwest corner of the intersection between N Kendall Drive and SW 79 Street. To the east of the Application Area is the Kendal Plaza office center, designated Business and Office on the Land Use Plan Map. To the north and west of the Application Area are multi-family residential complexes, designated for Low-Medium Density on the Land Use Plan Map. To the south of the application area is Kendall Drive, a major thoroughfare. South of Kendall Drive is a major commercial complex, designated for Business and Office and the gated Pepper Wood residential community, designated for Low Density Residential. The Application Area is currently zoned Agricultural (AU).

Development History. The Application Area contains the St. Andrew Saint Andrew Greek Orthodox Church of Kendall (the "St. Andrew Church"). The St. Andrew Church has operated within the Application Area since the 1980s, however church uses have existed within the Application Area since approximately 1965. In spite of urbanization of the surrounding area, the Application Area has retained its Agricultural zoning designation since the 1960s.

Proposed Development. The Applicant believes the Application Area would best be developed with a small commercial component in the southern portion of the Application Area, at the activity node created by the intersection of N Kendall Drive and SW 79 Avenue. To the north of the commercial node, the St. Andrews Church use will be renovated and improved. It should be noted that in this area SW 79 Avenue is functionally a section line road, as SW 77 Avenue does not continue north of Kendall Drive, leaving SW 79 as the next available through road. The application will therefore create a smooth transition of uses from the intersection in a manner consistent with the County's Guidelines for Urban Form. No residential uses are proposed within the Application Area.

Consistency with CDMP Objectives and Policies. This application addresses several policies and objectives within the Land Use Element and Housing Element of the CDMP.

Objective LU-1 – The location and configuration of Miami-Dade County’s urban growth through the year 2025 shall emphasize concentration and intensification of development around centers of activity, development or well designed communities containing a variety of uses, housing types and public services, renewal and rehabilitation of blighted areas, and contiguous urban expansion when warranted, rather than sprawl.

The application will redevelop a property in a way that is compatible with the character of the neighborhood and a benefit to the surrounding community. It is anticipated that the commercial use proposed for the activity node created by the intersection of N Kendall Drive and SW 79 Avenue will be a modestly sized neighborhood commercial establishment. There are currently no such establishments within this immediate area which serve this neighborhood, forcing residents to travel greater distances for this necessary amenity. Commercial activity node is approximately two (2) miles west of the Application Area.

Policy LU-1C – Miami-Dade County shall give priority to infill development on vacant sites in currently urbanized area, and redevelopment of substandard or underdeveloped environmentally suitable urban areas contiguous to existing urban development where all necessary urban services and facilities are projected to have capacity to accommodate additional demand.

The Application Area is located in an infill area, surrounded by existing development. Development of the Application Area will therefore be consistent with the County’s policy of encouraging the use and re-use of existing sites before considering “green field” development.

Policy LU-8E – Applications requesting amendments to the CDMP Land Use Plan map shall be evaluated to consider consistency with the Goals, Objectives and Policies of all Elements, other timely issues, and in particular the extent to which the proposal, if approved, would:

- i) Satisfy a deficiency in the Plan map to accommodate projected population or economic growth of the County;**
- ii) Enhance or impede provision of services at or above adopted LOS Standards;**
- iii) Be compatible with abutting and nearby land uses and protect the character of established neighborhoods;**
- iv) Enhance or degrade environmental or historical resources, features or systems of County significance; and**
- v) If located in a planned Urban Center, or within 1/4 mile of an existing or planned transit station, exclusive busway stop, transit center, or standard or express bus stop served by peak period headways of 20 or fewer minutes, would be a use that promotes transit ridership and pedestrianism as indicated in the policies under Objective LU-7, herein.**

Plan Map Deficiency. The re-designation of the Application Area to Business and Office from Low-Medium Density will have a neutral impact on residential capacity as no residential uses are proposed within the Application Area. In order to assure the County that the approval of

the instant application would not lead to the development of residential units, the Applicant is submitting a draft "Declaration of Restrictions" specifying that no residential uses will be permitted within the Application Area.

Compatibility. Compatibility issues will be primarily addressed during the site plan process for the proposed development. However, this land use amendment will provide a logical transition from the commercial uses to the east of the Application Area to the residential uses to the west of the Application Area. The proposed commercial use will be relatively petite and provide an essential service to the surrounding neighborhood.

Infrastructure. Although the Applicant does not anticipate that the approval of this application will result in a deficiency in the LOS, the Applicant will work with DERM and/or WASD to address any potential concerns.

Schools. There is no proposed residential component, as confirmed by the proposed Declaration of Restrictions accompanying this application. Accordingly there will be no impact on local public schools.

Historical and Environmental Resources. There are no historically or archeologically significant structures on the Property. Therefore, this application will have no impact on the County's historical or environmental resources.

5. ADDITIONAL MATERIAL SUBMITTED

- 1) Legal Description and Location Map of Application Area
- 2) Sketch of Survey
- 3) Draft Declaration of Restrictions

The Applicant reserves the right to supplement the application with additional documentation within the time permitted by the Code of Miami-Dade County.

6. COMPLETE DISCLOSURE FORMS: See attached.

DISCLOSURE OF INTEREST

This form or a facsimile must be filed by all applicants having an ownership interest in any real property covered by an application to amend the Land Use Plan map. Submit this form with your application. Attach additional sheets where necessary.

1. APPLICANT (S) NAME AND ADDRESS:

APPLICANT (A): Kendall 79, LLC
 7901 N. Kendall Drive
 Miami, FL 33143

Use the above alphabetical designation for applicants in completing Sections 2 and 3, below.

2. PROPERTY DESCRIPTION: Provide the following information for all properties in the Application Area in which the applicant has an interest. Complete information must be provided for each parcel.

<u>APPLICANT</u>	<u>OWNER OF RECORD</u>	<u>FOLIO NUMBER</u>	<u>ACRES IN SIZE (net)</u>
A	Saint Andrew Greek Orthodox Church of Kendall, Inc.	3040340000540	3.89 acres

3. For each applicant, check the appropriate column to indicate the nature of the applicant's interest in the property identified in 2., above.

<u>APPLICANT OWNER</u>	<u>LESSEE</u>	<u>CONTRACTOR FOR PURCHASE</u>	<u>OTHER (Attach Explanation)</u>
A		X	

4. DISCLOSURE OF APPLICANT'S INTEREST: Complete all appropriate sections and indicate N/A for each section that is not applicable.

a. If the applicant is an individual (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>

N/A

- b. If the applicant is a CORPORATION, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: where the principal officers or stockholders, consist of another corporation (S), trustee(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]

CORPORATION NAME: Kendall 79, LLC

<u>NAME, ADDRESS, AND OFFICE (if applicable)</u>	<u>PERCENTAGE OF STOCK</u>
--	----------------------------

See attached for further disclosure.

- c. If the applicant is a TRUSTEE, list the trustee's name, the name beneficiaries of the trust, and the percentage of interest held by each. [Note: where the beneficiary/beneficiaries consist of corporation(s), partnership(s), or other similar entities, further disclosure shall be required which discloses the identity of the individual (s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

TRUSTEES

NAME:

N/A

<u>BENEFICIARY'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
---------------------------------------	-------------------------------

N/A

- d. If the applicant is a PARTNERSHIP or LIMITED PARTNERSHIP, list the name of the partnership, the name and address of the principals of the partnership, including general and limited partners and the percentage of interest held by each partner. [Note: where the partner (s) consist of another partnership(s), corporation (S) trust (S) or other similar entities, further disclosure shall be required which discloses the identity of the individual (s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

PARTNERSHIP NAME: N/A

<u>NAME AND ADDRESS OF PARTNERS</u>	<u>PERCENTAGE OF INTEREST</u>
<u>N/A</u>	

- e. If the applicant is party to a **CONTRACT FOR PURCHASE**, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

<u>NAME AND ADDRESS</u>	<u>PERCENT AGE OF INTEREST</u>
<u>N/A</u>	

Date of Contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, partnership, or trust.

5. DISCLOSURE OF OWNER'S INTEREST: Complete only if an entity other than the applicant is the owner of record as shown on 2.a., above.

- a. If the owner is an individual (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.**

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
N/A	

- b. If the owner is a CORPORATION, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: where the principal officers or stockholders consist of another corporation(s), trustee(s) partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]**

CORPORATION NAME: Saint Andrew Greek Orthodox Church of Kendall, Inc

<u>NAME, ADDRESS, AND OFFICE (if applicable)</u>	<u>PERCENTAGE OF STOCK</u>
--	----------------------------

See attached for further disclosure.

- c. If the owner is a TRUSTEE, and list the trustee's name, the name and address of the beneficiaries of the trust and the percentage of interest held by each. [Note: where the beneficiary/beneficiaries consist of corporation(s), another trust(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].**

TRUSTEE'S NAME: N/A

<u>BENEFICIARY'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
N/A	

- d. If the owner is a PARTNERSHIP or LIMITED PARTNERSHIP, list the name of the partnership, the name and address of the principals of the partnership, including general and limited partners, and the percentage of interest held by each. [Note: where the partner(s) consist of another partnership(s), corporation(s) trust(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

PARTNERSHIP NAME:

N/A

NAME AND ADDRESS OF PARTNERS

PERCENTAGE OF OWNERSHIP

N/A

- e. If the owner is party to a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

NAME, ADDRESS, AND OFFICE (if applicable)

PERCENTAGE OF INTEREST

N/A

Date of Contract:

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

N/A

For any changes of ownership or changes in contract for purchase subsequent to the date of the application, but prior to the date of the final public hearing, a supplemental disclosure of interest shall be filed.

[Signature Page Follows]

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and behalf.

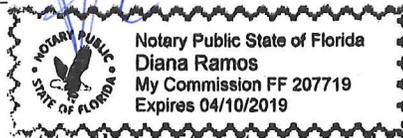
Applicant's Signatures and Printed Names



**Larry Suchman, President
Kendall 79, LLC**

Sworn to and subscribed before me
this 31 day of May, 2016.

Notary Public, State of Florida at Large (SEAL)
My Commission Expires:



Disclosure shall not be required of any entity, the equity interest in which are regularly traded on an established securities market in the United States or other country; or pension funds or pension trusts of more than five thousand (5,000) ownership interests; any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests including all interests at each level of ownership, and no one pension or entity holds more than a total of five (5) percent of the ownership interest in the partnership, corporation or trust; or of any entity, the ownership interest of which are held in a partnership, corporation or trust consisting of more than 5,000 separate interests and where no one person or entity holds more than a total of 5% of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

SUPPLEMENTARY DISCLOSURE OF INTEREST

Interest in Kendall 79, LLC

	Percentage of Interest
Larry Suchman Suchman Retail Group, Inc. 1550 Madruga Ave. Suite 230 Coral Gables, Fl. 33146	100%

SUPPLEMENTARY DISCLOSURE OF INTEREST

Saint Andrew Greek Orthodox Church of Kendall, Inc is a Non-Profit Organization

Board Members	Position	Address
Rev. Fr. Aristidis Arizi	Proistamenos	7901 N Kendall Drive, Miami, FL 33143
Ben Powell	President	7901 N Kendall Drive, Miami, FL 33143
Octavio Perez	Vice President	7901 N Kendall Drive, Miami, FL 33143
Karen Urbec	Secretary	7901 N Kendall Drive, Miami, FL 33143
Allen Jova	Treasurer	7901 N Kendall Drive, Miami, FL 33143
Louis Kallinosis		7901 N Kendall Drive, Miami, FL 33143
George Kokorelis		7901 N Kendall Drive, Miami, FL 33143
Konstantine Kokorelis		7901 N Kendall Drive, Miami, FL 33143
Maria Kafouros		7901 N Kendall Drive, Miami, FL 33143
George Moyssidis		7901 N Kendall Drive, Miami, FL 33143
Lou Pappas		7901 N Kendall Drive, Miami, FL 33143
Elpitha Shaw		7901 N Kendall Drive, Miami, FL 33143
Electra Spillis		7901 N Kendall Drive, Miami, FL 33143
Niria Mpogiatzis		7901 N Kendall Drive, Miami, FL 33143

**LOCATION MAP FOR APPLICATION
TO AMEND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN**

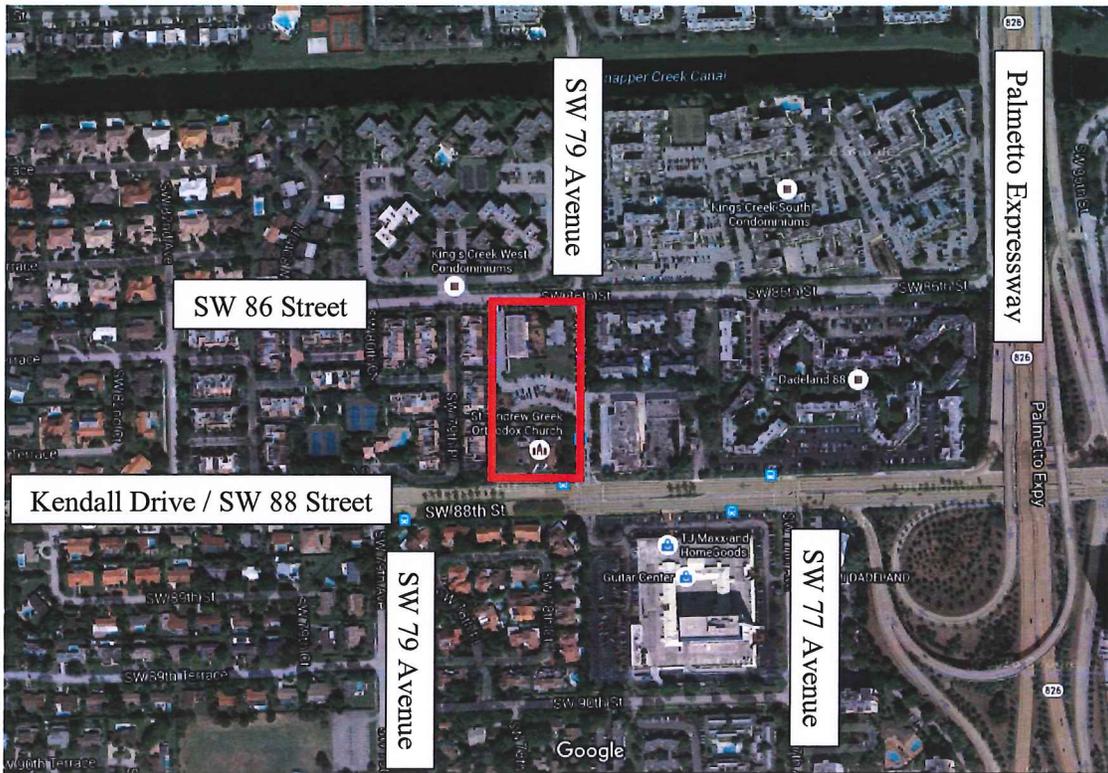
APPLICANT / REPRESENTATIVE

Kendall 79, LLC / Jeffrey Bercow, Esq. & Graham Penn, Esq.

DESCRIPTION OF SUBJECT AREA

THE EAST 292.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE SOUTH 55.00 FEET THEREOF, AND LESS THE NORTH 25.00 FEET AND THE EAST 25.00 FEET TOGETHER WITH THE EXTERNAL AREAS AT THE NORTHEAST AND SOUTHEAST CORNERS FORMED BY 25.00 FOOT RADIUS ARCS CONCAVE TO THE SOUTHWEST AND NORTHWEST RESPECTIVELY AND BEING PARTICULARLY DESCRIBED IN AN INSTRUMENT FILED ON 23 MAY 1966 UNDER CLERK'S FILE NO. 66R-85209, AND RECORDED IN OFFICIAL RECORDS BOOK 5071, AT PAGE 638 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

CONTAINING 3.89 ACRES, MORE OR LESS, NET MEASURE (LESS ROAD RIGHT OF WAY),



This instrument was prepared by:

Name: Graham Penn, Esq.

Address: Bercow Radell & Fernandez, PLLC
200 S. Biscayne Boulevard, Suite 850
Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached to this Declaration (the "Property"), which is supported by the submitted attorney's opinion;

WHEREAS, the Property is the subject of Comprehensive Development Master Plan ("CDMP") Amendment Application No. ___ of the May 2016 Amendment Cycle;

WHEREAS, the Owner has submitted an Application to Miami-Dade County, Florida (the "County") to effectuate a Land Use Plan amendment to change the designation of the Property from "Low-Medium Density Residential" to "Business and Office" (the "Application").

NOW THEREFORE, in order to assure the Miami-Dade County (the "County") that the representations made by the Owner during the consideration of the Application will be abided by the Owner, its successors and assigns, freely, voluntarily, and without duress, makes the following Declaration covering and running with the Property:

1. **Residential Development Limitations.** Any residential development on the Property will not exceed a density of thirteen (13) units per gross acre.

2. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as

(Space reserved for Clerk)

the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and its heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

3. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

4. **Modification, Amendment, Release.** This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. Any such modification or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the Property is incorporated within a new municipality that amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and the provisions of the municipality's ordinances that apply to the adoption of district

(Space reserved for Clerk)

boundary changes. Should this Declaration be so modified, amended, or released, the Director of the Department of Planning and Zoning of Miami-Dade County, or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her office, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

5. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

6. **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

7. **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 such other additional rights, remedies or privileges.

8. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

(Space reserved for Clerk)

9. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

10. **Recordation and Effective Date.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

11. **Acceptance of Declaration.** The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

12. **Owner.** The term Owner shall include all heirs, assigns, and successors in interest.

[Execution Pages Follow]

(Space reserved for Clerk)

Exhibit A

THE EAST 292.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE SOUTH 55.00 FEET THEREOF, AND LESS THE NORTH 25.00 FEET AND THE EAST 25.00 FEET TOGETHER WITH THE EXTERNAL AREAS AT THE NORTHEAST AND SOUTHEAST CORNERS FORMED BY 25.00 FOOT RADIUS ARCS CONCAVE TO THE SOUTHWEST AND NORTHWEST RESPECTIVELY AND BEING PARTICULARLY DESCRIBED IN AN INSTRUMENT FILED ON 23 MAY 1966 UNDER CLERK'S FILE NO. 66R-85209, AND RECORDED IN OFFICIAL RECORDS BOOK 5071, AT PAGE 638 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

CONTAINING 3.89 ACRES, MORE OR LESS, NET MEASURE (LESS ROAD RIGHT OF WAY),