

**RELEASE AND TRANSFER OF TERMS, CONDITIONS,  
COVENANTS AND RESTRICTIONS**

THIS RELEASE AND TRANSFER OF TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS is made this 17<sup>th</sup> day of NOVEMBER, 2011, by and between MIAMI DADE COUNTY, FLORIDA (formerly known as Metropolitan Dade County), a political subdivision of the State of Florida, acting by and through the Park and Recreation Department (the "County") and the UNITED STATES OF AMERICA, acting by and through the National Park Service (the "NPS"), an agency of the United States Department of the Interior ("United States").

The purpose of this instrument is to release the terms, conditions covenants and restrictions imposed by the United States upon three parcels of land in and around the Zoo Miami (f/k/a Miami-Dade Metro Zoo) property, further identified below, and to impose those same and other terms, conditions, covenants and restrictions on parcels of land located in and around West Kendall District Park, also identified below.

**WITNESSETH:**

WHEREAS, the United States, acting by and through the Regional Director, Southeast Region, Bureau of Outdoor Recreation, United States Department of the Interior, under and pursuant to the powers and authority contained in the provision of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084) (the "Act"), and the regulations and orders promulgated there under, conveyed approximately 1,009.83 acres (the "Zoo Property") to the County by Quitclaim Deed dated October 1, 1974, recorded on October 7, 1974, in the Land Records of Miami Dade County, Florida in Book 8799, Page 1589 and amended by Corrective Quitclaim Deed dated September 30, 1975, recorded on November 20, 1975, in the Land Records of Miami Dade County, Florida in Book 9159, Page 926 (collectively, the "1974 conveyance"); and

WHEREAS, the United States, acting by and through the Regional Director, Southeast Region, National Park Service, United States Department of the Interior, under and pursuant to the powers and authority contained in the provision of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by the Act, and the regulations and orders promulgated there under, conveyed approximately 49.67 acres (the "Gold Coast Property") to the County by Quitclaim Deed dated February 25, 1987, recorded on July 15, 1987, in the Land Records of Miami Dade County, Florida in Book 13344, Page 1088 (the "1987 conveyance", together with the "1974 conveyances", ("US Conveyances")); and

WHEREAS, the US Conveyances required the property to be used and maintained for public park or public recreational purposes and imposed certain other terms, conditions, covenants and restrictions on the Zoo Property and Gold Coast Property, more specifically described in Exhibits A ("Zoo Property Terms") and B ("Gold Coast Property Terms") attached hereto; and

WHEREAS, the County proposes to remove the terms, conditions, covenants and

restrictions enumerated in the US Conveyances from three tracts totaling approximately 67.29 acres, more particularly described in Exhibit C (the "Release Parcels") and Maps C1-C4 attached hereto of the Zoo Property, and to transfer these same terms, conditions, covenants and restrictions, including the requirement to use and maintain the property for public park or public recreational purposes, to West Kendall District Park; and

WHEREAS, parcels of approximately 164.28 acres of land, were conveyed to the County by The Trust for Public Land, by deed dated June 27, 2002 and recorded in the Land Records of Miami Dade County, Florida in Book 20507, Page 0464 and, more particularly described in Exhibit D attached hereto ("West Kendall District Park"); and

WHEREAS, many of the provisions located in the instruments associated with the US Conveyance were inserted at the request of the Department of the Army ("DOA") and the removal of these restrictions by the NPS requires the concurrence of the DOA; and

WHEREAS, the DOA, the County, the United States General Services Administration ("GSA") and the NPS executed an Agreement in Principle (Exhibit E), effective September 19, 2007, which set forth the conditions upon which the DOA would remove its objections to the NPS' approval of the release and transfer of terms, conditions, covenants and restrictions contained in the US Conveyances quitclaim deeds;

WHEREAS, 40 U.S.C. 550 (b)(1) (2003) (the "Act") authorizes the Secretary of the Interior to release lands from the terms, conditions, covenants and restrictions contained in quitclaim deeds conveyed pursuant to the Act and this authority has been delegated to the NPS Director and "...re-delegated to the Regional Director NPS, Southeast Region; and"

WHEREAS, pursuant to the Agreement in Principle, GSA concurred with the proposed release and transfer of terms, conditions, covenants and restrictions from the Release Parcels to the West Kendall District Park; and

WHEREAS, pursuant to the Agreement in Principle, on September 19, 2007, DOA concurred with the proposed release and transfer of terms, conditions, covenants and restrictions from the three parcels described in the Release Parcels (Exhibit C) to the three parcels described in the Transfer Parcel collectively known as West Kendall District Park (Exhibit D), subject to the addition of a number of terms, conditions, covenants and restrictions to other parcels of property which were part of the US Conveyances; and

WHEREAS, pursuant to County Resolution R-819-06 (Exhibit F) on December 4, 2006, the County approved the conditions under which the DOA would authorize the proposed release and transfer of terms, conditions, covenants and restrictions from the parcels described in the Release Parcels to West Kendall District Park in addition to a number of terms, conditions, covenants and restrictions to be imposed on other parcels of property which were part of the US Conveyances; and

NOW, THEREFORE in consideration of and pursuant to all the forgoing:

The United States, in exchange for the County's agreement to impose the terms,

conditions, covenants and restrictions, as set forth in the Zoo Property Terms and Gold Coast Property Terms, on West Kendall District Park, and in further consideration for the County's agreement to impose additional terms on parcels of property which were part of the US Conveyances, as more particularly set forth in Exhibit G attached hereto ("West Kendall District Park New Terms"), does hereby release the Transfer Parcels from the Zoo Property Terms.

The United States does hereby impose the terms, conditions, covenants and restrictions set forth in the Zoo Property Terms and Gold Coast Property Terms, upon West Kendall District Park. Further, the United States does hereby impose the West Kendall District Park New Terms, upon the parcels of property described in Exhibits 1- 8 (pages 38-45) attached hereto.

The County, in exchange for the release of the Release Parcels from the terms, conditions, covenants and restrictions imposed in the US Conveyances, and as otherwise noted above, does by executing this document, hereby accept and agree that the terms, conditions, covenants and restrictions set forth in the Zoo Property Terms and Gold Coast Property Terms are imposed upon the West Kendall District Park. Further, the County hereby accepts and agrees that the terms, conditions, covenants and restrictions, as set forth in the West Kendall District Park New Terms, are imposed upon the property described in Exhibits 1-8.

IN TESTIMONY WHEREOF, the County and the United States have caused this release and transfer and to be executed for them and on their behalf and have caused to be affixed hereunder their seals, by their duly authorized officers or agents, the day and year first above written.

MIAMI DADE COUNTY FLORIDA  
By: *[Signature]*  
Printed Name: George M. Burgess  
Title: County Manager

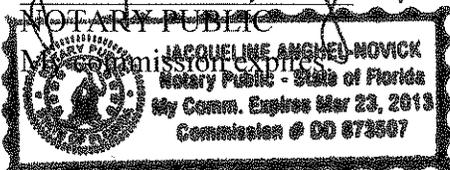
ATTESTED:  
By: *[Signature]*

Printed Name: KEVIN BLAKE  
Title: Sgt Sgt Lt  
STATE OF FLORIDA

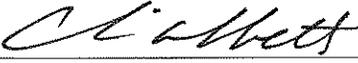
COUNTY OF MIAMI-DADE

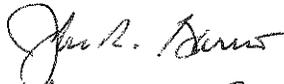
I HEREBY CERTIFY that on the 9<sup>th</sup> day of August, 2010 before the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared, Mayor of Miami Dade County, Florida, a public body corporate, and duly acknowledge the foregoing instrument to be the act of Miami Dade County, Florida, and in my presents signed the same.

*Jacqueline Anghel-Novick*



UNITED STATES OF AMERICA:  
Acting by and through the Secretary of  
the Interior Through:  
Regional Director Southeast Region  
National Park Service

By:   
Chris Abbett  
Chief,  
Partnerships Division

WITNESS:   
Printed Name: JOHN R. BARRETT  
Title: PROGRAM MGR, FLP

STATE OF GEORGIA COUNTY OF FULTON

On this 17<sup>TH</sup> day of NOVEMBER 2011, before me, the subscriber, personally appeared Chris Abbett, Chief, Park and Community Partnerships Division, Southeast Region, National Park Service of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary and he acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.

  
Notary Public  
My commission expires: 10/16/15

## List of Exhibits

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EXHIBIT A  
Zoo Property Terms

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on June 13, 1973, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. A buffer area, 200 feet wide, to the west of the Naval Observatory, which abuts the eastern boundary of the property herein conveyed, shall remain in its present state, planted with trees; any electrical transmission lines within this area shall be underground; any lights placed on the east 100 feet of this area shall be shielded to the west; and no construction shall be allowed in this area.
5. As a condition of this conveyance, the Grantee agrees to furnish utility services to all Federal agencies located on the former Naval Air Station, Richmond, Florida, land ownership of which is retained by the Grantor. Such services shall be provided at fair and reasonable rates and such rates shall be consistent with rates charged by utility firms in the area for furnishing to its agencies, primarily water and sewer. The Grantor and the Grantee shall coordinate the turnover of operation of said utility services to the Grantee in such a manner that there will be no disruption in the furnishing of such services.
6. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

Exhibit A (cont.)

7. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
8. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issues under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.
9. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be constructed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

Exhibit B  
Gold Coast Property Terms

It is agreed and understood by and between the County and the National Park Service (NPS), and the County by acceptance of this Release does acknowledge its understanding of the Release, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. The County will submit all development plans on the Gold Coast Railroad Museum property (property described in Exhibit B) to the National Park Service (NPS) for written concurrence. The NPS will review the proposed development plan to ensure that the development will not add monitoring costs or increase the level of security risk for Federal government entities, including but not limited to, the Department of the Army.
2. The Gold Coast Railroad Museum property will not be open and available to public use or entry before 8 a.m. or after 11 p.m. every day of the year.
3. The County is prohibited from constructing or authorizing hotel or overnight accommodations on the Gold Coast Railroad Museum property.
4. All changes in deed restrictions on the Gold Coast Railroad Museum property will require prior written approval by the NPS. Prior to granting an approval, the NPS may consult with the Department of the Army, Corps of Engineers and other Governmental entities it deems appropriate.
5. Any United States Government entity may refurbish, at the Government's expense, and utilize the old railroad bed to access Government property. Further, any United States Government entity may refurbish, at the Government's expense, and access any railroad spur, should rail access into Government owned land be required by the United States in the future.
6. Zoo 2 Property Restriction: While the existing security road and the proposed railroad track alignment for small trains are retained on the property described in Exhibit 2 no structure susceptible to human habitation or human occupation may be constructed or placed upon the property described in Exhibit 2 without prior written approval of the National Park Service and the General Services Administration.
7. Gold Coast 2 Property Restriction: No structure susceptible to human habitation or human occupation may be constructed or placed upon the property described in Exhibit 5 without prior written approval of the Department of the Army, the National Park Service and the General Services Administration. Notwithstanding this prohibition, the County may construct a railroad car maintenance facility on the property described in Exhibit 5, provided the NPS provides written concurrence to the County that the chosen site within the property, as governed by the development plan, is acceptable. Further, notwithstanding this prohibition, the County is allowed to use existing and relocated railroad tracks within this area and to run rail cars through the property, as long as visitors do not disembark anywhere within the area described in Exhibit 5.

Exhibit B (cont.)

8. Gold Coast Property, Height Restrictions: No currently existing building or structure built on the north side of the Gold Coast Railroad Museum property train shed, including but not limited to the railroad administrative building, the museum and the storage building, or future building or structure built on the north side of the Gold Coast Railroad Museum property train shed, shall be modified or built to exceed 22 feet in height, which is the height of the northern side of the existing Gold Coast Railroad Museum property train shed. Excepted from this height restriction are the train shed and the 12-story communications tower, which already exceed this height, but which structures the County agrees will not be increased in height. Further, the County agrees that no building or structure built on the south side of the Gold Coast Railroad Museum property train shed in the future shall exceed the height of the roof line of the Richmond Building #25, which is approximately 36 feet in height on the southern side of the existing Gold Coast train shed.
9. Gold Coast 5 Property, Wall Construction: Contingent on the County executing concession contracts or any other contracts (other than for maintenance of existing railroad and Military Museum facilities) for development of new facilities for the Gold Coast Railroad Museum, the County will construct, or cause to construct, operate and maintain a concrete wall, 14 feet high and approximately 2,339 linear feet long, on or along the north property line starting from the southeast corner of the property and extending to the U.S. Army gate. The County agrees that this wall will be a pre-cast concrete sound and sight prevention wall and that it will meet all local wind and code requirements. Construction of the wall will be complete prior to the National Park Service allowing use or occupancy of new facilities on this property.
10. Gold Coast 1 Property, Restrictive Easement: The County grants an exclusive easement, including the right to install and maintain fencing, to the United States Department of the Army over the property described in Exhibit 4. The public and non-Department of the Army personnel are prohibited from using this easement. Notwithstanding this exclusionary easement, with prior written permission from the Department of the Army (DOA), County staff and contractors may access to this property for the sole purposes of pineland resource management and maintenance on the property.
11. Gold Coast 3 Property, Bureau of Prison Property Easement: The County acknowledges that the United States has an access reservation from Department of the Army property to Bureau of Prison property, as set forth in Exhibit 6, and the County will not construct any improvements on this easement.
12. Gold Coast 6 Property, Bureau of Prison Property Easement: The County acknowledges that the United States has an access reservation from Department of the Army property through Bureau of Prison property to County property, as set forth in Exhibit 8, and the County will not construct any improvements on this easement.

Exhibit C  
Release Parcels

The following is a description of the three parcels totaling 67.29 acres located in the Miami Metrozoo property (Map C). Parcel 1 is 19.52 acres and is located in the northeast of the main zoo access road (Map C-1). Parcel 2, 23.24 acres, is located south west of the central access road into the Zoo (Map C-2). Parcel 3, 24.53 acres, is located in the far northeast of the main zoo access road (Map C-3).

Parcel 1

A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of the Southwest 1/4 of Section 25, Township 55 South, Range 39 East; thence S 87°53'32" W, along the South line of the Southwest 1/4 of Section 25, Township 55 South, Range 39 East, for a distance of 1450.44 feet; thence N 02°06'28" W, a distance of 602.47 feet to the Point of Beginning of the herein described Tract of land; thence; N 78°26'12" W, a distance of 727.11 feet; thence N 10°30'16" E, a distance of 666.66 feet, point of curvature of a circular curve to the right having as its elements a radius of 946.86 feet, a central angle of 20°24'00", and a chord distance of 335.35' feet, with a bearing of N 20°42'16" E ; thence Northwesterly along the arc of said circular curve, a distance of 337.13 feet to the point of tangency; thence N 30°54'16" E, a distance of 383.31 feet; thence N 77°42'55" E, a distance of 548.44 feet; thence S 30°33'33" W, a distance of 400.70 feet; thence S 11°13'34" W, a distance of 570.87 feet; thence S 68°01'31" E, a distance of 260.00 feet; thence S 52°38'37" W, a distance of 180.00; thence S 11°26'57" W, a distance of 220.00 feet to the Point of Beginning. Containing 19.52 acres more or less.

Exhibit C (Cont.)

Parcel 2

A PORTION OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 26, THE SOUTHWEST 1/4 OF SECTION 25, THE NORTHEAST 1/4 OF SECTION 35, AND THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southwest corner of the Southwest 1/4 of Section 25, Township 55 South, Range 39 East; thence N 87°53'32" E, along the South line of the Southwest 1/4 of Section 25, Township 55 South, Range 39 East, for a distance of 27.85 feet to the Point of Beginning of the herein described Tract of land; thence continue along said South line a distance of 102.40 feet; thence N 00°17'35" E, a distance of 1170.17 feet; thence S 85°39'55" W, a distance of 1049.17 feet; thence S 25°53'25" W, a distance of 54.11 feet; thence S 02°35'47" E, a distance of 536.24 feet to the point of tangency of a circular curve to the left having as its elements a central angle of 37°17'48", a radius of 526.02 feet, and a chord bearing of S 21°14'41" E, with a distance of 336.40 feet; thence Southeasterly along the arc of said circular curve to the left, a distance of 342.41 feet to the point of a compound curve to the left having as its elements a central angle of 25°29'06", a radius of 442.21 feet, and a chord bearing of S 52°38'08" E with a distance of 195.08 feet;

thence Southeasterly along the arc of said circular curve to the left, a distance of 442.21 feet to the point of tangency; thence S 65°22'41" E, a distance of 111.16 feet; thence S 71°11'00" E, a distance of 351.63 feet to the intersection with the East line of the Northeast 1/4 of Section 35, Township 55 South, Range 39 East; thence N 13°03'55" E, over and across the Northwest 1/4 of Section 36, a distance of 102.87 feet to the Point of Beginning. Containing 23.24 acres more or less.

Exhibit C (Cont.)

Parcel 3

A PORTION OF LAND LYING IN THE WEST 1/2 OF SECTION 25, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northeast corner of the Northwest 1/4 of Section 25, Township 55 South, Range 39 East; thence S 02°06'44" E along the East line of said Northwest 1/4 of Section 25, a distance of 1435.00 feet; thence S 87°29'25" W, a distance of 784.09 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue S 87°29'25" W, a distance of 185.79 feet; thence S 02°06'52" E, a distance of 170.99 feet; thence S 20°14'37" W, a distance of 1846.86 feet; thence S 77°48'16" E, a distance of 548.17 feet; thence N 30°31'09" E, a distance of 1189.54, thence N 18°00'24" E, a distance of 183.21 feet; thence N 06°26'03" E, a distance of 146.97 feet; thence N 64°27'50" E, a distance of 442.91 feet; thence S 57°02'01" W, a distance of 205.03 feet; thence N 10°11'38" E, a distance of 197.77 feet; thence N 23°10'57" E, a distance of 444.44 feet; to the Point of Beginning. Containing 24.53 acres more or less.

Exhibit D  
Transfer Parcels

Legal description for the 164.28 acre replacement parcel West Kendall District Park. The replacement property will serve to receive the deed restrictions transferred from the Miami Metrozoo property.

A PORTION OF THE SE 1/4 OF SECTION 9, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

Tract 1 of Amended Plat of Greater Miami Estates Part 1 according to the plat the re of as recorded in Plat Book 35 at Page 47 of the public records of Miami-Dade County, Florida less any portion thereof lying within the Right of Way of Canal C-1-W as defined in that certain Agreement to Fix Location of Common Boundary recorded in Official Records Book 14311 at Page 339 7 of the Public Records of Miami-Dade County, Florida, LESS AND EXCEPT PARCEL 2;

AND

All of Greater Miami Estates Part II according to the plat there of as recorded in Plat Book 23 at Page 43 of the public records of Miami-Dade County, Florida, lying west of said C-1-W Canal right of way; all lying and being in Miami-Dade County, Florida, containing 151.8980 acres, more or less.

PARCEL 2

Commence at the Southeast corner of Section 9, Township 55 South, Range 39 East, as determined by the Miami-Dade County survey of Township 55 South, Range 39 East, performed by James C. Frazier, County Survey or, in 1965, and revised and updated in August 1977, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 feet on the State Plane Coordinate System (1974 Adjustment), East Zone of Florida; thence S87°25'34"W along the approximate South line of said Section 9 for 5346.72 feet to an intersection with the East line of Canal C-1-W as described in Official Records Book 14311 at page 3397; thence continue S87°25'34"W along the South line of said Canal, as the canal is described in official records book

Exhibit D (Cont.)

14311 at page 3397 for 140.01 feet to the West line of said Canal; thence N02°25'09 "W along the West line of said Canal for 1.32 feet; thence S87°48'03"W for 2520.78 feet to the Point of Beginning of the herein described parcel; thence N02°08'00"W along the West line of the Southeast 1/4 of said Section 8, according to the Miami-Dade County survey of Township 55 South, Range 39 East, for 2635.60 feet to an intersection with the South line of Canal C-1-W as described in said ORB 14311 Page 3397; thence S87°46'23"W for 209.63 feet along a line which is South of and parallel with the North line of the Southeast 1/4 of said Section 8 as described in said ORB 14311 Page 3397 to a point, having a Northing of 482993.41 and an Easting of 678731.90 feet on the State Plane Coordinate System, (1974 Adjustment), East Zone of Florida; thence S02°30'52"E for 2640.74 feet to a point; thence N87°43'21"E; for 19 2.06 feet to the West line of the Southeast 1/4 of said Section 8, according to the Miami-Dade County survey of Township 55 South, Range 39 East; thence N02°08'00"W along said West line of the Southeast 1/4 of said Section 8, according to the Miami-Dade County survey of Township 55 South, Range 39 East, for 4.95 feet to the Point of Beginning, containing 12.1750 acres, more or less.

PARCEL 3

Commence at the Southeast corner of Section 9, Township 55 South, Range 39 East, as determined by the Miami-Dade County survey of Township 55 South, Range 39 East, performed by James C. Frazier, County Survey or, in 1965, and revised and updated in August 1977, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 feet on the State Plane Coordinate System (1974 Adjustment), East Zone of Florida; thence S87°25'34"W along the approximate South line of said Section 9 for 5346.72 feet to an intersection with the East line of Canal C-1-W as described in Official Records Book 14311 at page 3397; thence continue S87°25'34"W along the South line of said Canal, as the canal is described in official records book 14311 at page 3397 for 140.01 feet to the West line of said Canal, said corner having a Northing of 480463.19 feet and an Easting of 681558.45 feet on the State Plane Coordinate System (1974 Adjustment), East Zone of Florida, and the Point of Beginning of the herein described parcel; thence N02°25'09 "W along the West line of said Canal for 1.32 feet; thence S87°48'03"W for 2712.87 feet; thence S02°00'52"E for 5.21 feet, said corner having a Northing of 480355.21 feet and an Easting of 678847.75 feet on the State Plane Coordinate System (1974 Adjustment), East Zone of Florida; thence N87°00'21"E for 2677.86 feet; thence N87°00'34"E for 34.99 feet to the Point of Beginning, containing 0.2087 acres, more or less.

Exhibit E  
Agreement in Principal

**COPY**

**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.

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: 12/09/06

National Park Service Concurrence Signature Line

  
NPS official signature

Date: 4/11/07

WILLIAM L. HUIE PROGRAM MGR.  
Name (typed or printed) and Title FEDERAL LANDS TO PARKS

GSA Concurrence Signature Line

  
Region 4 GSA official signature

Date: 4/17/07

LAURA L. YEAGER DEPUTY DIRECTOR  
Name (typed or printed) and Title PROPERTY DISPOSAL DIVISION  
GSA, PBS

Department of the Army Execution

  
Signature

Date: 9/19/07

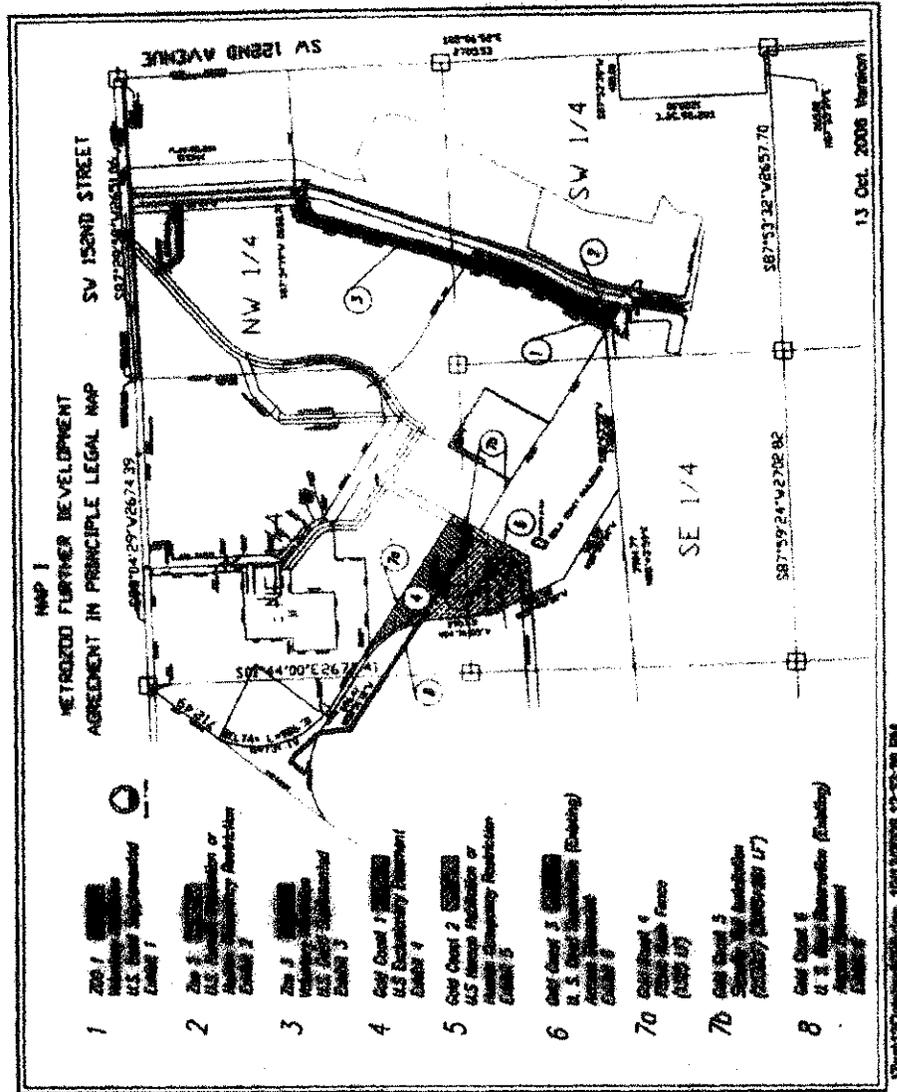
WILLIAM T. BIRNEY  
Name (typed or printed)

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

Miami-Metrozoo and Gold Coast Railroad Museum

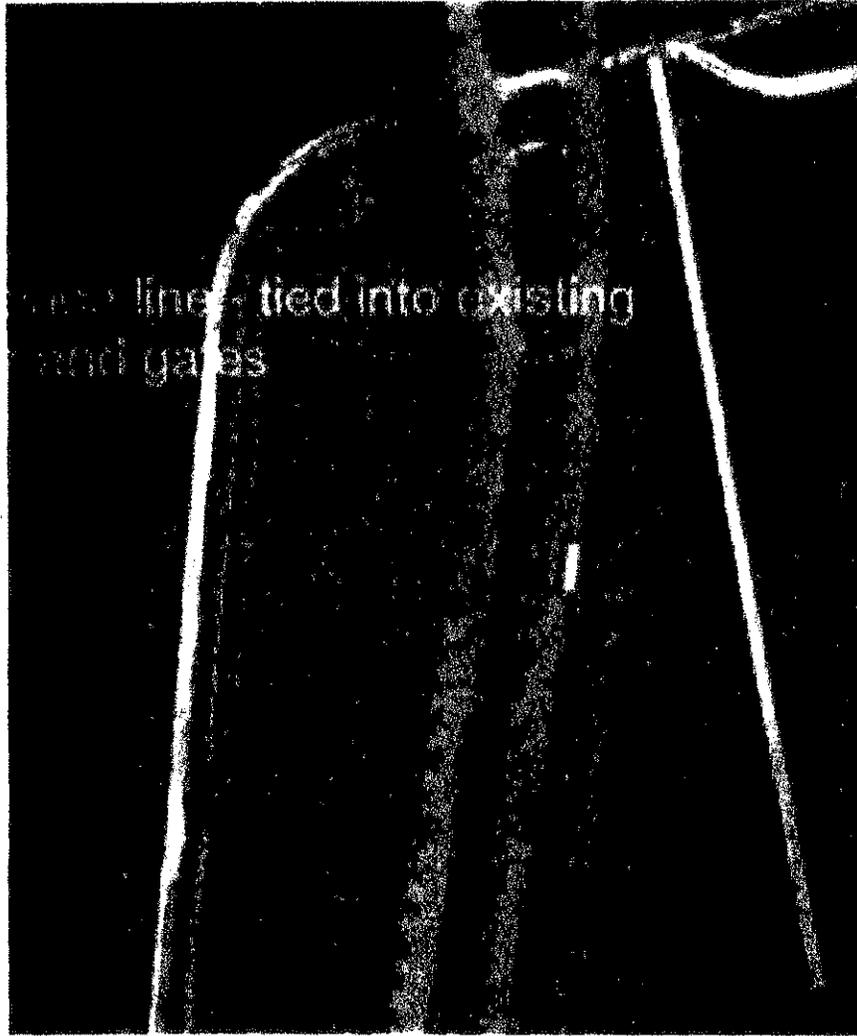
Map 1

DEED MODIFICATIONS TO MIAMI-METROZOO AND GOLD COAST RAILROAD MUSEUM



Map 1

DEED MODIFICATIONS TO MIAMI-METROZOO AND  
GOLD COAST RAILROAD MUSEUM



Map 3

Exhibit 2

ZOO 2  
NON-HABITABLE STRUCTURE EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP  
55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1957.17 feet; thence S 31°08'07" W for a distance of 260.87 feet; thence S 58°51'18" E for a distance of 2077.73 feet to the Point of Beginning of the hereinafter described Easement; thence continue S 58°51'18" E, for a distance of 196.02 feet more or less to the intersection with the Westerly edge of pavement of the South bound lane of the Miami Metrozoo entrance; thence Northeasterly meandering along said Westerly edge of the pavement, for a distance of 1,310.20 more or less; thence N 58°51'13" W, for a distance of 116.13 feet; thence S 19°30'47" W, for a distance of 543.68; thence S 31°09'08" W, for a distance of 755.14 feet; to the Point of Beginning. Having 3.33 Ac±.

Exhibit 3

ZOO 3  
VOLUNTARY REVERSION

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP  
55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1957.17 feet; thence S 31°08'07" W for a distance of 260.87 feet; thence S 58°51'18" E for a distance of 2009.93 feet; thence N 31°09'08" E, for a distance of 750.00 feet; thence N 19°30'47" E, for a distance of 548.93 feet; to the Point of Beginning of the hereinafter described easement; thence continue N 19°30'47" E, for a distance of 326.90 feet; thence N 16°48'45" E, for a distance of 1,097.52 feet; thence N 87°29'25" E, for a distance of 205.62 feet to the edge of pavement of the South bound lane of the Metrozoo entrance; thence S 00°58'32" E along said edge of pavement, for a distance of 67.33 feet; thence S 87°29'25" W, for a distance of 71.93 feet to the point of tangency of a circular curve to the left and having as its elements a central angle of 70°40'40", and a radius of 120.00 feet; thence Northwesterly and Southwesterly along the arc of said curve, for a distance of 148.03 feet to the point of tangency; thence S 16°48'45" W, for a distance of 981.55 feet; thence S 19°30'47" W, for a distance of 326.90 feet; thence N 58°51'13" W, for a distance of 68.86 feet to the Point of Beginning. Having 2.47 Ac±.

Exhibit 5

GOLD COAST 2  
NON-HABITABLE STRUCTURE EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP  
55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having as its elements a central angle of 77°17'46", a radius of 731.10 feet and a bearing to the radial point of S 64°27'05" E; thence Southwesterly and Southeasterly along the arc of said circular curve for a distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1,877.17 feet to the intersection with the Northwesterly line of an Access easement; thence S 31°08'07" W along said Westerly line for a distance of 224.99 feet to the Point of Beginning of the hereinafter described Non Habitable Structure Easement; continue along the last mentioned course of S 31°08'07" W, for a distance of 457.72 feet; thence S 87°00'02" W, for a distance of 319.73; thence N 28°48'50" W, for a distance of 105.63 feet to the point of curvature of a circular curve to the right, having as its elements a central angle of 24°32'45" and a radius of 771.10 feet; thence Northwesterly along the arc of said circular curve for a distance of 330.34 feet to the point of tangency; thence N 04°16'05" W, for a distance of 290.73 feet to the point of tangency of a circular curve to the left, having as its elements a central angle of 54°35'13", and a radius of 741.10 feet; thence Northwesterly along the arc of said circular curve for a distance of 706.06 feet to the point of tangency; thence S 76°57'12" E for a distance of 128.75 feet; thence S 34°24'38" E, for a distance of 543.70 feet; thence S 58°51'18" E, for a distance of 753.51 feet to the Point of Beginning, having 8.85 Ac more or less.

Exhibit 6

GOLD COAST 3  
ACCESS EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP  
55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve concave to the Southwest having a bearing to the radial point of S 64°27'05" E, a central angle of 77°17'46", and a radius of 731.10 feet; thence Southwesterly, and Southeasterly, along said circular curve, for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1877.17 feet; to the Point of Beginning of the hereinafter described Access Easement; thence S 31°08'07" W for a distance of 682.71 feet; thence S 87°00'02" W for a distance of 319.73 feet; thence S 28°48'50" E, for a distance of 88.87 feet; thence N 87°00'02" E, for a distance of 323.45 feet; thence N 31°08'07" E, for a distance of 725.11 feet; thence N 58°51'18" W, for a distance of 80.00 feet to the Point of Beginning. Having 82,040 sq/ft, or 1.88 Acres ±.

Exhibit 7 - A

GOLD COAST 4  
Fabric Mesh Fence

Approximately 1,325 linear feet of mesh fence to be installed on existing fence.

No Description required as the fabric mesh fence will be installed on existing fence.

Exhibit 7 - B

GOLD COAST 5  
SECURITY WALL

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP  
55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1957.17 feet to the Point of Beginning of the hereinafter Security Wall; thence continue; thence S 31°08'07" W, for a distance of 260.87 feet; thence S 58°51'18" E, for a distance of 2077.73 feet to the Point of Terminus, lying and being in Miami Dade County, Florida, containing 2338.60 linear feet more or less.

Release and Transfer Documents  
 Zoo and Gold Coast Railroad

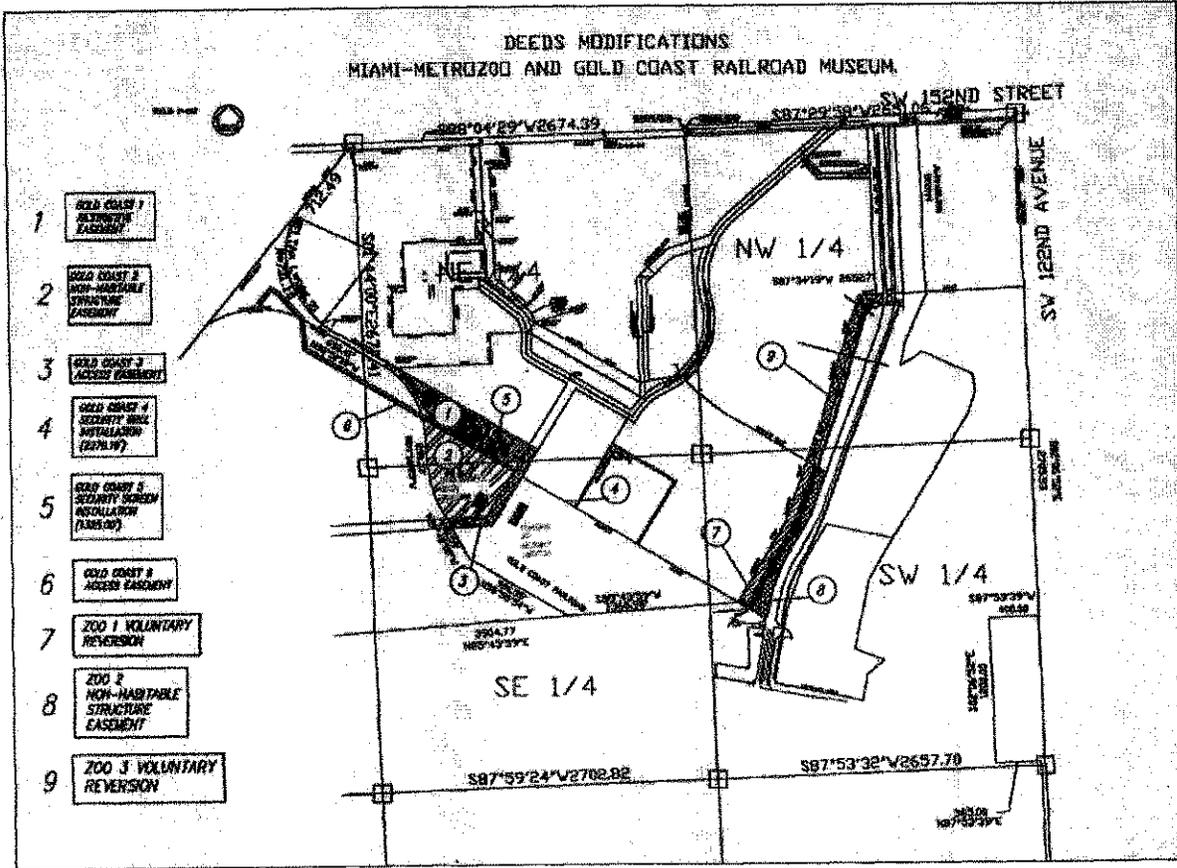


Exhibit F  
Miami-Dade County Resolution R-819-06

4

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(M)(1)(D)  
07-06-06

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

RESOLUTION NO. R-819-06

RESOLUTION APPROVING MODIFICATION OF DEED TO METROZOO PROPERTY AND AUTHORIZING COUNTY MANAGER TO ACCEPT MODIFIED DEED; APPROVING VOLUNTARY RESTRICTION RUNNING WITH THE LAND IN FAVOR OF THE UNITED STATES FOR MAINTENANCE OF CERTAIN WEST KENDALL DISTRICT PARK PROPERTY FOR PUBLIC PARK OR PUBLIC RECREATIONAL PURPOSES ONLY AND AUTHORIZING COUNTY MANAGER TO EXECUTE RESTRICTION; DIRECTING COUNTY MANAGER TO EXECUTE AGREEMENT IN PRINCIPLE WITH U.S. ARMY PROVIDING FOR CONVEYANCE OF CERTAIN EASEMENTS AND LANDS LOCATED UPON THE METROZOO AND GOLD COAST RAILROAD MUSEUM PROPERTIES

RESO

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

WHEREAS, Miami-Dade County has prepared feasibility studies, site plans, and facility designs to develop lands on the Metrozoo property into an Entertainment District composed of the existing zoological park, a water park, a family entertainment center, related retail concessions food and drink establishments, and a hotel, and to further develop the museum on the Gold Coast Railroad Museum property, provided that all such uses and structures are approved by referendum pursuant to Article 6 of the Miami-Dade County Home Rule Charter; and

WHEREAS, existing deed restrictions imposed by the National Park Service prohibit the use of the Metrozoo property for any purpose other than "public park or public recreation"; and

WHEREAS, the National Park Service has cooperated with the County to allow plans for the Entertainment District to proceed, subject to a transfer from the Metrozoo property to the West Kendall District Park property of the restriction prohibiting uses other than "public park or public recreation" to comply with federal laws and preserve the total amount of park land in the area; and



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez      **DATE:** July 6, 2006  
and Members, Board of County Commissioners

**FROM:**   
Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(M)(1)(D)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Section 3. This Board further directs the County Manager to execute the Agreement in Principle, in substantially the form attached hereto and made a part hereof, for and on behalf of Miami-Dade County, after review for legal sufficiency by the County Attorney's Office, in compliance with Resolution R-130-06.

Section 4. This Board's approval of the Agreement in Principle and the West Kendall Park restriction shall become effective only upon the County Manager's receipt of a written commitment by the National Park Service to modify the Metrozoo deed upon the County's execution of the Agreement in Principle, consistent with the provisions of this resolution.

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

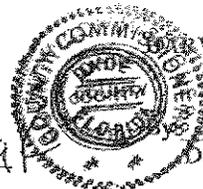
Joe A. Martinez, Chairman	aye		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Jose "Pepe" Diaz	aye
Audrey M. Edmonson	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of July, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

JOE RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.



**KAY SULLIVAN**  
Deputy Clerk

Dennis A. Kerbel

# Memorandum



**Date:** July 06, 2006  
**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
**From:** George M. Burgess  
County Manager  
**Subject:** Metrozoo Further Development  
Deed Modifications and Agreement in Principle

Agenda Item No. 8(M)(1)(D)

## RECOMMENDATION

It is recommended that the Board approve the attached resolution that approves certain deed modifications to the Metrozoo and Gold Coast Railroad Museum properties, subject to the County Manager executing an Agreement in Principle with the U.S. Army. These measures are necessary to obtain federal approvals for the County 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

In May 2002, the Park and Recreation Department completed the "Miami-Metrozoo Master Plan and Further Development Plan" focusing on improvements to County owned and non-County owned lands. On July 11, 2002, the Board approved the Master Plan that focused only on the portion of County-owned Metrozoo property supporting the animal attractions (R-745-02). Approval and implementation of development on the remaining County-owned Metrozoo land requires additional development authorization, including a countywide referendum to approve commercial development of public park land pursuant to Miami-Dade County Home Rule Charter's Article 6, and modification of deed language imposed on the property by the federal public benefit conveyance.

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 (Exhibit 1-3). Concession revenue derived by the County will be used to expand Metrozoo facilities and to support the zoo's expanded conservation and education mission. 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.

West Kendall District Park was identified prior to its acquisition in 2000 as the property of choice for the deed restriction transfer (Exhibit 4). The selection of this park was due to four primary reasons: first, the park was of sufficient total size to accept the future Metrozoo transfers; second, the National Park Service reviewed and approved the park as an acceptable transfer property; third, the federally imposed deed restriction was no more limiting than current Miami-Dade County Home Rule Charter restrictions and would not compromise any further park improvements; and fourth, the park is in relatively close proximity and land value to Metrozoo.

5

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page No. 2

During final federal review and approval of the Metrozoo deed modification, an adjacent property owner, the U.S. Army, objected to certain County development actions that might impact their security and force protection needs. Through negotiation, the U.S. Army and the County identified certain restrictions on the Metrozoo and Gold Coast Railroad Museum properties, including restrictive easements, conveyances of lands, and security walls that diminish the impact of proposed further development on the Army facility. These measures are included in an Agreement in Principle (Exhibit 5). Subject to approval and execution of this Agreement, the Army will communicate to the National Park Service (NPS) and U.S. General Services Administration (GSA) that it has removed its objections to the project. The NPS will then issue the County a letter of intent, with a concurrence by GSA, to complete the required release and transfer deed documents (Exhibit 6).

The consent of the federal government to the development of a commercial entertainment district on Metrozoo property is required before the County permits a countywide referendum pursuant to Article 6 of the County Charter. Because the NPS letter of intent cannot be issued prior to the Board considering the ballot language for the Article 6 referendum, NPS and GSA have agreed to provide the County with a written commitment that NPS will issue the letter of intent upon the County's execution of the Agreement in Principle.

Attachments

  
\_\_\_\_\_  
Alex Muñoz  
Assistant County Manager

Exhibit G  
West Kendall District Park  
New Transfer Parcel Terms

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on June 13, 1973, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issues under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits

which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be constructed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

Exhibit 1  
Zoo 1  
VOLUNTARY REVERSION

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1957.17 feet; thence S 31°08'07" W for a distance of 260.87 feet; thence S 58°51'18" W for a distance of 2009.93 feet to the Point of Beginning of the hereinafter described Easement; thence N 31°09'08" E, for a distance of 750.00 feet; thence N 19°30'47" E, for a distance of 548.93 feet; thence S 58°51'13" E, for a distance of 68.86 feet; thence S 19°30'47" W, for a distance of 543.68; thence S 31°09'08" W, for a distance of 755.14 feet; thence N 58°51'08" W, for a distance of 67.80 feet to the Point of Beginning. Having 2.00 Ac±.

Exhibit 2

Zoo 2

NON-HABITABLE STRUCTURE EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1957.17 feet; thence S 31°08'07" W for a distance of 260.87 feet; thence S 58°51'18" E for a distance of 2077.73 feet to the Point of Beginning of the hereinafter described Easement; thence continue S 58°51'18" E, for a distance of 196.02 feet more or less to the intersection with the Westerly edge of pavement of the South bound lane of the Miami Metrozoo entrance; thence Northeasterly meandering along said Westerly edge of the pavement, for a distance of 1,310.20 more or less; thence N 58°51'13" W, for a distance of 116.13 feet; thence S 19°30'47" W, for a distance of 543.68; thence S 31°09'08" W, for a distance of 755.14 feet; to the Point of Beginning. Having 3.33 Acres ±.

Exhibit 3  
Zoo 3  
VOLUNTARY REVERSION

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1957.17 feet; thence S 31°08'07" W for a distance of 260.87 feet; thence S 58°51'18" E for a distance of 2009.93 feet;; thence N 31°09'08" E, for a distance of 750.00 feet; thence N 19°30'47" E, for a distance of 548.93 feet; to the Point of Beginning of the hereinafter described easement; thence continue N 19°30'47" E, for a distance of 326.90 feet; thence N 16°48'45" E, for a distance of 1,097.52 feet; thence N 87°29'25" E, for a distance of 205.62 feet to the edge of pavement of the South bound lane of the Metrozoo entrance; thence S 00°58'32" E along said edge of pavement, for a distance of 67.33 feet; thence S 87°29'25" W, for a distance of 71.93 feet to the point of tangency of a circular curve to the left and having as its elements a central angle of 70°40'40", and a radius of 120.00 feet; thence Northwesterly and Southwesterly along the arc of said curve, for a distance of 148.03 feet to the point of tangency; thence S 16°48'45" W, for a distance of 981.55 feet; thence S 19°30'47" W, for a distance of 326.90 feet; thence N 58°51'13" W, for a distance of 68.86 feet to the Point of Beginning. Having 2.47 Acres ±.

Exhibit 4  
Gold Coast 1  
RESTRICTIVE EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 628.73 feet to the Point of Beginning of the hereinafter described Easement; thence continue S 58°51'18" E, for a distance of 1248.44 feet; thence S 31°08'07" W, for a distance of 224.99 feet; thence N 58°51'08" W, for a distance of 753.51 feet; thence N 34°24'38" W, for a distance of 543.70 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida, containing 5.17 Acres more or less.

Exhibit 5  
Gold Coast 2  
NON-HABITABLE STRUCTURE EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having as its elements a central angle of 77°17'46", a radius of 731.10 feet and a bearing to the radial point of S 64°27'05" E; thence Southwesterly and Southeasterly along the arc of said circular curve for a distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1,877.17 feet to the intersection with the Northwesterly line of an Access easement; thence S 31°08'07" W along said Westerly line for a distance of 224.99 feet to the Point of Beginning of the hereinafter described Non Habitable Structure Easement; continue along the last mentioned course of S 31°08'07" W, for a distance of 457.72 feet; thence S 87°00'02" W, for a distance of 319.73; thence N 28°48'50" W, for a distance of 105.63 feet to the point of curvature of a circular curve to the right, having as its elements a central angle of 24°32'45" and a radius of 771.10 feet; thence Northwesterly along the arc of said circular curve for a distance of 330.34 feet to the point of tangency; thence N 04°16'05" W, for a distance of 290.73 feet to the point of tangency of a circular curve to the left, having as its elements a central angle of 54°35'13", and a radius of 741.10 feet; thence Northwesterly along the arc of said circular curve for a distance of 706.06 feet to the point of tangency; thence S 76°57'12" E for a distance of 128.75 feet; thence S 34°24'38" E, for a distance of 543.70 feet; thence S 58°51'18" E, for a distance of 753.51 feet to the Point of Beginning, having 8.85 Acres more or less.

Exhibit 6  
Gold Coast 3  
ACCESS EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve concave to the Southwest having a bearing to the radial point of S 64°27'05" E, a central angle of 77°17'46", and a radius of 731.10 feet; thence Southwesterly, and Southeasterly, along said circular curve, for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1877.17 feet; to the Point of Beginning of the hereinafter described Access Easement; thence S 31°08'07" W for a distance of 682.71 feet; thence S 87°00'02" W for a distance of 319.73 feet; thence S 28°48'50" E, for a distance of 88.87 feet; thence N 87°00'02" E, for a distance of 323.45 feet; thence N 31°08'07" E, for a distance of 725.11 feet; thence N 58°51'18" W, for a distance of 80.00 feet to the Point of Beginning. Having 82,040 sq/ft, or 1.88 Acres ±.

Exhibit 7  
Gold Coast 5  
SECURITY WALL

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1957.53 feet to the Point of Beginning of the hereinafter Security Wall; thence continue; thence S 31°08'07" W, for a distance of 260.87 feet; thence N 58°51'18" W, for a distance of 2009.93 feet to the Point of Terminus, lying and being in Miami- Dade County, Florida, containing 2270.80 linear feet more or less.

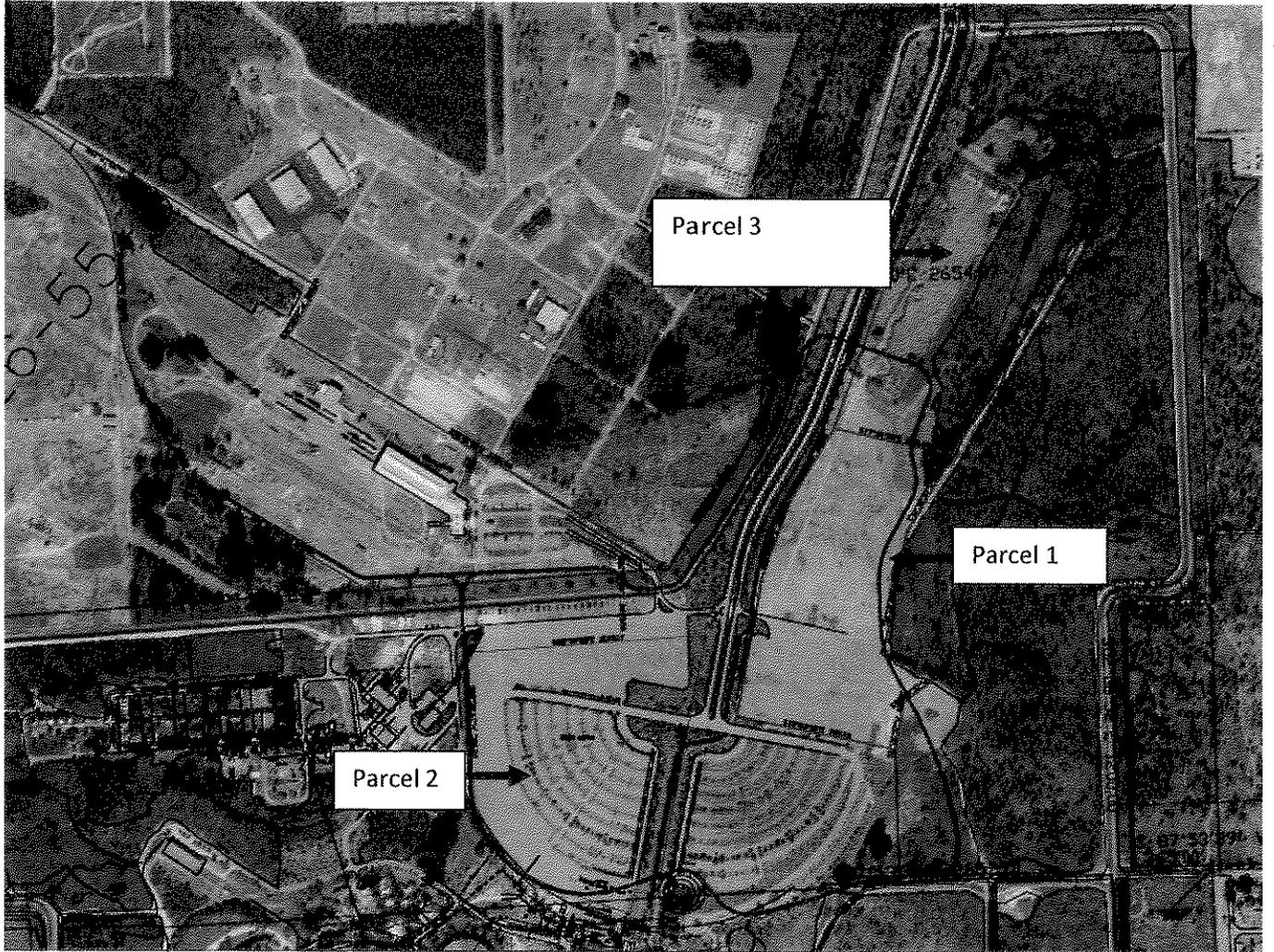
Exhibit 8  
Gold Coast 6  
ACCESS EASEMENT

LEGAL DESCRIPTION FOR A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA.

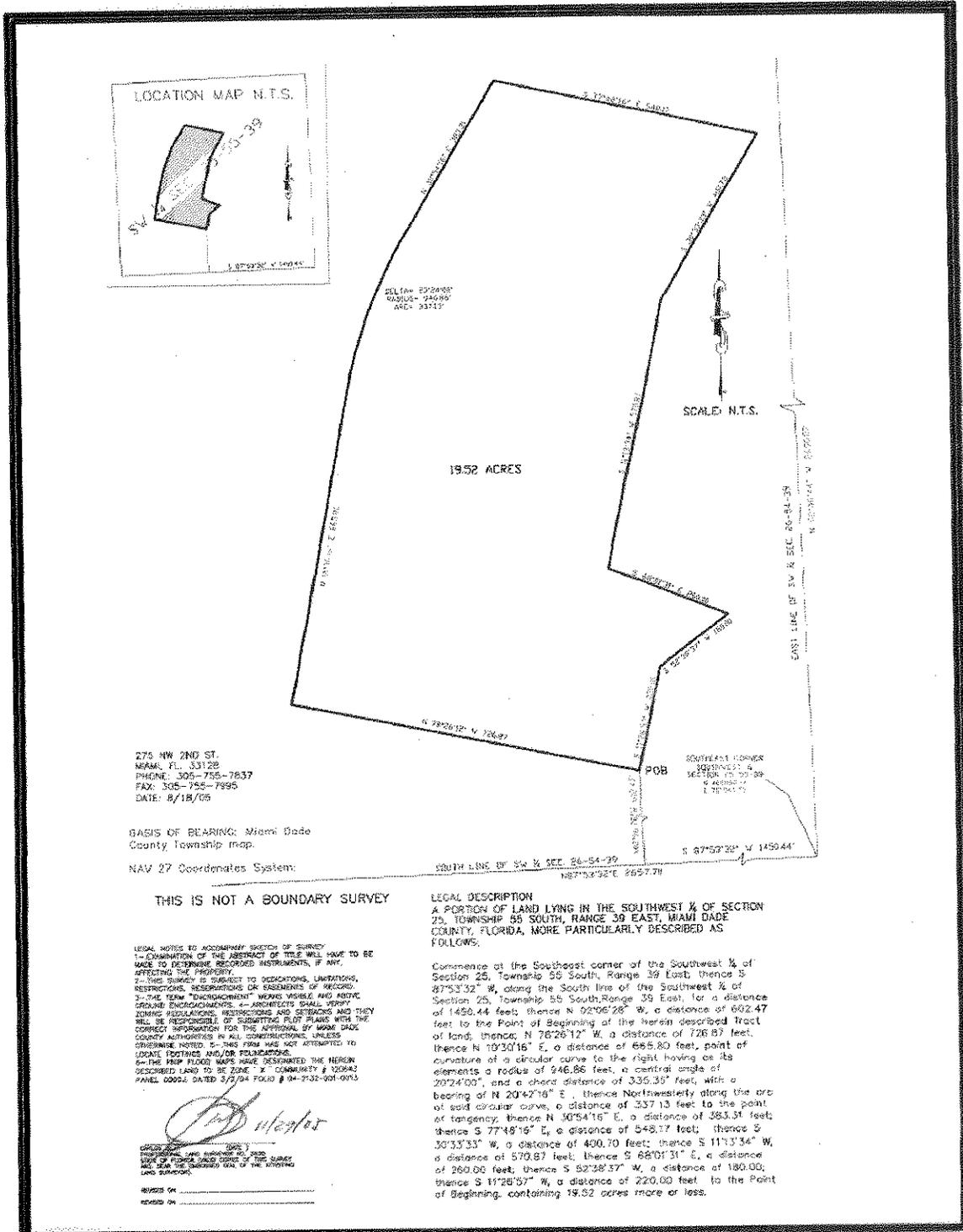
Commence at the Northwest corner of the Northeast 1/4, of Section 26; thence S 01°44'01" E, along the West line of the Northeast 1/4 of said Section 26, for a distance of 55.00 feet; thence S 88°05'03" W, along a line parallel with and 55.00 feet South of, as measured at right angles to, the North line of the Northwest 1/4 of said Section 26, for a distance of 58.95 feet to the intersection with the Southeasterly right of way line of the Seaboard Coast Line Railroad; thence S 38°47'18" W, along the said Southeasterly Right of Way line, for a distance of 686.28 feet to a non tangent point of a circular curve to the left having a bearing to the radial point of S 64°27'05" E; thence Southwesterly, and Southeasterly, along said circular curve to the left, having a radius of 731.10 feet, and a central angle of 77°17'46", for an arc distance of 986.31 feet to the point of tangency; thence S 51°44'51" E, for a distance of 79.24 feet; thence S 58°51'18" E, for a distance of 1,871.17 feet; thence; thence S 31°08'07" W, for a distance of 239.99 feet to the Point of Beginning of the hereinafter described Center line of a 30.00 feet wide ( 15.00 feet to each side ) Access Easement; thence N 58°51'08" W, for a distance of 1,963.64 feet; thence N 05°27'26" W, for a distance of 245.86; thence N41°44'18" W, for a distance of 290.90 feet; thence N 58°16'20" W, for a distance of 63.55 feet; thence S 40°55'38" W, for a distance of 163.00 feet to the Point of terminus, the side line must be shortened or lengthened as the case may be to conform the 30.00 feet easement, lying and being in Miami Dade County, Florida, containing 1.87 Acres more or less.

Less that portion lying within the Bureau of Prison property.

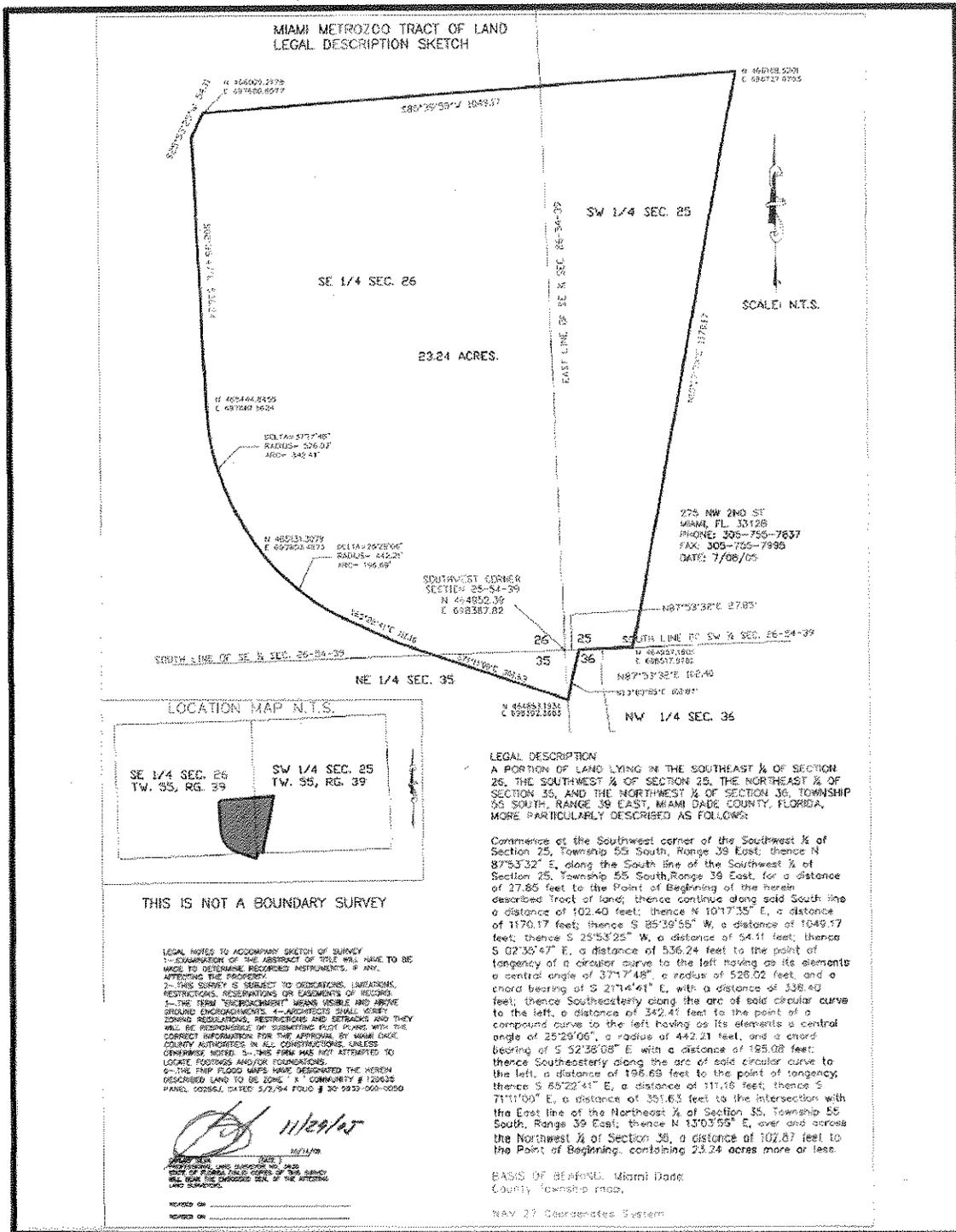
Map C-1  
Zoo Release Parcels (3)



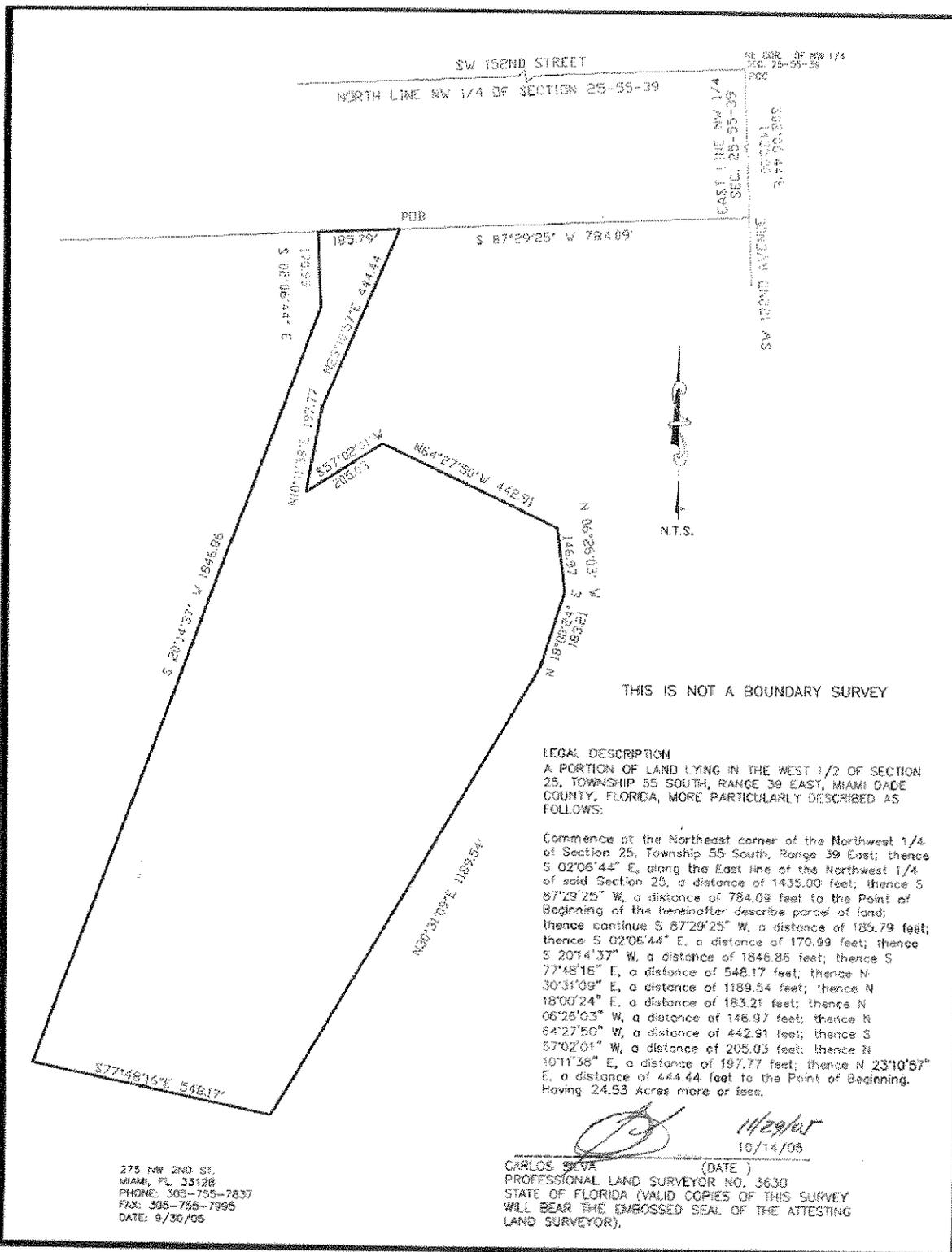
# Map C-2 Release Parcel 1



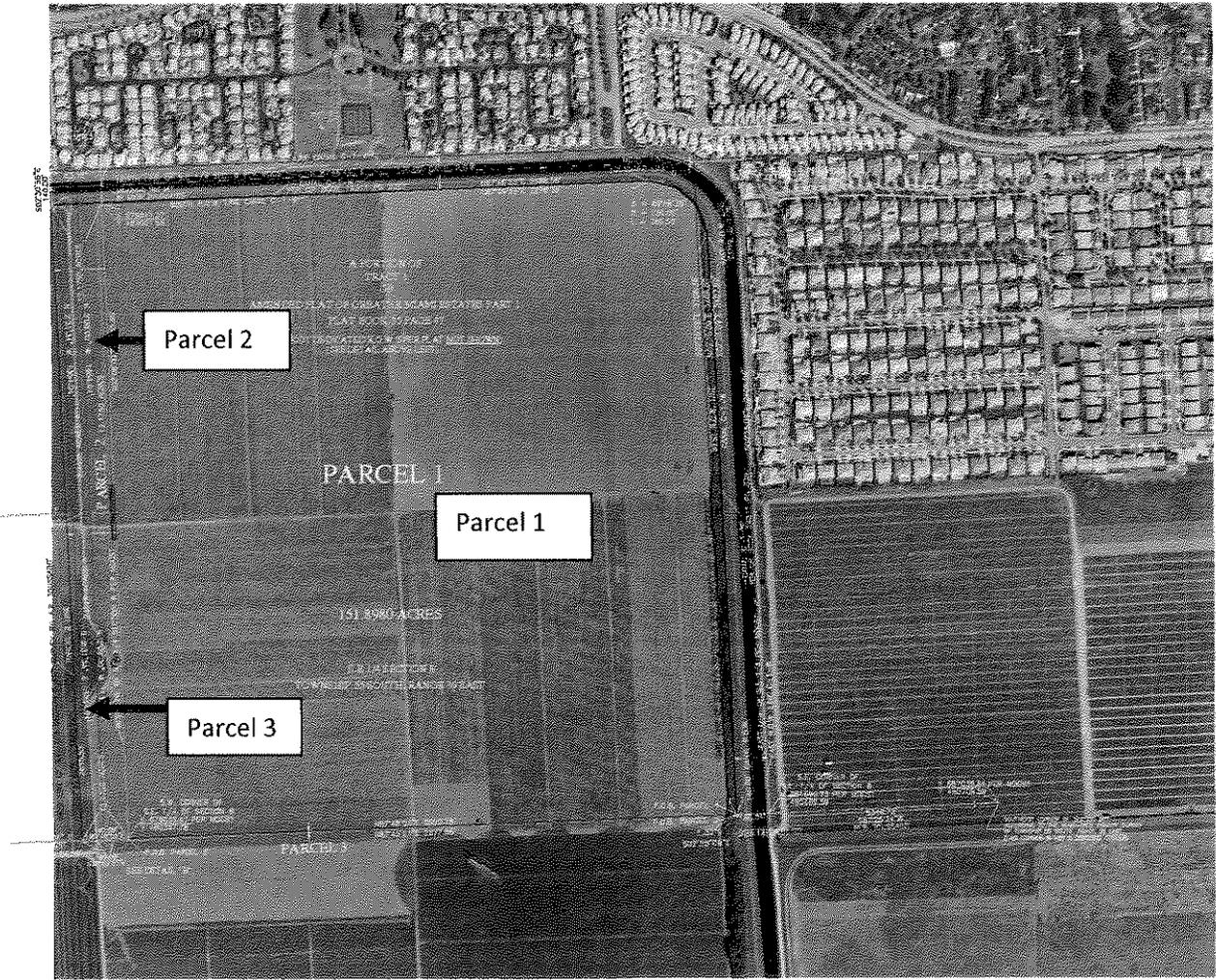
# Map C-3 Release Parcel 2



Map C-4  
Release Parcel 3



Map D  
Transfer Parcels (3)



Map E  
 Agreement in Principal Boundary Sketch  
 Zoo and Gold Coast Deeds, Easements and Restrictions

