



To: Honorable Mayor and Village Council

Date: March 3, 2008

From: Ron E. Williams, Village Manager

Re: Deering Estate Abandonment
of Right of Way

A handwritten signature in black ink, appearing to read 'Ron E. Williams', is written over the printed name.

REQUEST:

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO REAL PROPERTY; RELEASING AN INTEREST IN CERTAIN REAL PROPERTY AND ABANDONING A RIGHT-OF-WAY FOR THREE PORTIONS OF ROADS LOCATED WITHIN THE CHARLES DEERING ESTATE: ROAD SECTION 1: 72 AVENUE BETWEEN SW 156 STREET AND SW 164 TERRACE, ROAD SECTION 2: 72 AVENUE BETWEEN SW 168 STREET AND SW 169 STREET, and ROAD SECTION 3: SW 169 STREET BETWEEN SW 72 AVENUE AND BISCAYNE BAY; PROVIDING FOR REVERTER OF TITLE TO ADJACENT PROPERTY OWNERS; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Attached is the Resolution concerning this matter. Additionally, attached is proof of publication and copies of correspondence sent to concerned parties. Staff is available to respond to your questions and concerns.

FISCAL/BUDGETARY IMPACT:

None.

RESOLUTION NO. 08-19

1
2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING;
5 APPROVING THE MODIFICATION APPLICATION OF THE VILLAGE OF
6 PALMETTO BAY AS PROPOSED EASEMENT HOLDER OF
7 APPROXIMATELY 2.10 ACRES AND OF 17777 OLD CUTLER, LLC, ALSO
8 KNOWN AS THE PALMETTO BAY VILLAGE CENTER (PBVC), WHICH IS
9 LOCATED AT 17777-18001 OLD CUTLER ROAD, TO PROVIDE FOR A
10 PARKING AREA AND CONSTRUCTION STAGING FOR THE VILLAGE'S
11 LUDOVICI PARK AND PUBLIC LIBRARY; AND MODIFICATION OF SITE
12 PLAN AND COVENANT RELATING TO THE SITE PLAN; PROVIDING
13 FOR PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.
14

15 WHEREAS, the applicant made applications for a modification of the existing site plan tied
16 to certain covenants in order to provide a parking facility on the most Northern 2.10 acres,
17 approximately, of the Palmetto Bay Village Center (PBVC) site to be used by the public in
18 conjunction with the Village's Ludovici Park and Public Library as described in the staff report of
19 the Community Development Department of the Village of Palmetto Bay, which is attached to this
20 zoning resolution; and,
21

22 WHEREAS, 17777 Old Cutler, LLC, also known as the Palmetto Bay Village Center
23 (PBVC) has agreed to provide the Village with a perpetual parking easement on approximately 2.10
24 acres of land to be used in conjunction with the Village's Ludovici Park and Public Library; and,
25

26 WHEREAS, prior to any such use, the modification of the approved site plan for the PBVC
27 would require a modification to reflect the parking lot, and ensure compliance with the underlying
28 Declaration of Restrictive Covenants, to wit: ensure the landscaping visual buffer along Old Cutler
29 Road; and,
30

31 WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial
32 hearing on the application at Southwood Middle School on February 25, 2008; and,
33

34 WHEREAS, the Mayor and Village Council finds, based on substantial competent evidence
35 in the record, that the application for a modification of the site plan and associated covenants tying
36 the property to a prior site plan, is consistent with the Village of Palmetto Bay's Comprehensive
37 Plan and the applicable land development regulations; and,
38

39 WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to
40 grant the applications, as provided in this resolution.
41

42 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
43 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
44

1 Section 1. A public hearing on the present applications was held on February 25, 2008,
2 in accordance with ordinance. no. 02-03, entitled "Quasi-judicial hearing procedures." Pursuant to
3 the hearing, the Village Council makes the following findings of fact, conclusions of law and order.
4

5 Section 2. Findings of fact.

- 6 1. The applicants are the Village of Palmetto Bay and 17777 Old Cutler, LLC, which is
7 also known as Palmetto Bay Village Center ("PBVC"). PBVC owns and operates the
8 office park at the northeast corner of SW 184th Street and Old Cutler Road, which
9 property currently maintains the address of 17777-18001 Old Cutler Road, Palmetto
10 Bay, Florida.
11
- 12 2. The property is encumbered by several Declaration of Restrictive Covenants, which
13 covenants regulate certain uses of the property. These declarations are attached and
14 incorporated by reference as exhibit A.
15
- 16 3. The Village desires to construct a public park and library at a property adjacent to the
17 PBVC, at 17641 Old Cutler Road. The PBVC has agreed to provide a perpetual
18 easement to the Village to allow access to the Northernmost 2.10 acres of the PBVC
19 site to the general public and to the Village for a parking and access easement area.
20 However, prior to allowing any such access easement, the PBVC is required to seek a
21 modification of the existing site plan for the site, and seek zoning approval to allow
22 the parking use at the 2.10 acre area. As such, the PBVC, specifically requests to
23 modify a set of previously approved plans under Village of Palmetto Bay zoning
24 resolution 07-06 and Miami-Dade County zoning resolution Z-34-89, in order to
25 allow the Village to construct a surface parking area to be used by the general public
26 in conjunction with the public park and library. See Exhibit B. The proposed public
27 parking lot is within the OPD district approved by the Board of County
28 Commissioners on February 23,1989, pursuant to zoning resolution Z-34-89.
29
- 30 4. On February 23, 1989, pursuant to zoning resolution Z-34-89, the Board of Miami
31 Dade County Commissioners approved, with conditions, the applicant's request of
32 an unusual use to permit a parking lot in a zone more restrictive than the use it
33 served; to wit parking of cars in a GU district to serve an Office Park District (OPD)
34 in conjunction with the Modification of Proffered Covenants and Modification of
35 Declaration of Restrictive Covenants via prior Resolution 4-ZAB-143-86 as attached
36 hereto.
37
- 38 5. Under an OPD, the developer is to delineate an open space character for buildings
39 whose principal uses are administrative, professional or research related. The major
40 objectives to be achieved by this district are to provide office complexes in an open
41 space environment, to provide freedom for the designer to take a creative approach
42 to the development of an office park and thereby to enhance the visual quality of the
43 Village. Under an OPD, the principal uses permitted are those associated with
44 office buildings for business, professional and secretarial uses that cater to the
45 provision of services. Retail and industrial activities are not permitted as principal

1 uses. Under an OPD, accessory uses are allowed as of right, provided the
2 accumulated total of all accessory uses does not exceed 15 percent of the total gross
3 interior square footage of the buildings proposed for the site, excluding areas
4 devoted to structured parking. Accessory uses may include personal services, private
5 clubs, print shops, recreational facilities including swimming pools, and other similar
6 uses.
7

- 8 6. On June 18, 2007, the Village Council pursuant to Village zoning resolution 07-06,
9 approved, with conditions, the PBVC's request to modify a set of previously
10 approved plans that were authorized under Miami-Dade County zoning resolution
11 Z-34-89, in order to construct a 356-space parking structure (97.5' in height) with
12 roof top recreational amenities use where a surface parking lot presently exists along
13 with the construction of a temporary parking lot.
14
- 15 7. On March 12, 2007, pursuant to zoning resolution 07-31, the Village Council
16 pursuant to 33-303 of the Miami-Dade County Code, as adopted by the Village,
17 changed the use of the library and park site located at 17641 Old Cutler Road from
18 residential to allow a governmental facility to be constructed. This change of use was
19 found consistent with the Village's Comprehensive Plan and Future Land Use Map,
20 which designated the site for Parks and Recreation as well as Institutional and Public
21 Facility use. The Institutional and Public Facility designation entitles an area to be
22 used to construct, amongst other things, a library.
23
- 24 7. The adopted 2005 Village of Palmetto Bay Future Land Use Plan designates the
25 PBVC property as designated for Village Mixed-Use (VMU), GU and Park Use. The
26 residential densities allowed in this category range from a minimum of 3.0 to a
27 maximum of 14 units per gross acre. The 2.10 acres in question in this zoning
28 application are within the OPD district, adjacent to the Parks and Recreation
29 designated areas for the site.
30
- 31 8. The adopted 2005 Future Land Use Plan designates the easterly portion of the
32 subject property for environmentally protected parks and the westerly portion of the
33 property for parks and recreation. The remainder of the property is designated
34 VMU.
35
- 36 9. The Future Land Use Map specifically illustrates park and recreation areas.
37 Compatible parks continue to be encouraged in all residential land use categories and
38 may continue to be allowed in all other future land use categories. The siting and use
39 of future public and private parks and recreation areas shall be guided by the
40 Recreation and Open Space Element and the Capital Improvements Element of the
41 Comprehensive Plan. The maximum intensity for ancillary uses associated with the
42 Parks and Recreation designation shall not exceed a floor area ration (FAR) of 0.2.
43
- 44 10. The Village's Ludovici Park and Public Library received a change of use, to allow the
45 construction of the proposed Library and park
46

1 11. For a modification of a site plan and/or associated covenant, pursuant to Section 33-
2 311(A)(7), of the Miami-Dade County Code, as adopted by the Village, the applicant
3 must demonstrate that the modification of the underlying Resolution and covenant
4 would:

- 5
6 a. not generate excessive noise or traffic;
7 b. not tend to create a fire or other equally or greater dangerous hazard;
8 c. not provoke excessive overcrowding of people;
9 d. not tend to provoke a nuisance; and,
10 e. be compatible with the area concerned, when considering the necessity and
11 reasonableness of the modification, in relation to the present and future
12 development of the area concerned
13

14 12. The modification, if approved by the Village Council, shall require a modification of
15 the associated declaration of restrictions, so that the attached site plans associated with the
16 declarations correctly reflect the construction, location (site plan) associated with the
17 proposed public parking lot on approximately the northernmost 2.10 acres.
18

19 13. The existing covenants for the PBVC, at page four, section 7, indicates that “the
20 [PBVC] will continue to maintain native vegetation on the portion of their property located
21 adjacent to Old Cutler Road and the north and south boundaries with the intent to obscure
22 any visibility of the office building from Old Cutler Road. All landscaping plans will be
23 submitted to the [Village] for approval prior to implementation.” The proposed parking lot
24 is not intended to not impact the native vegetation view of Old Cutler Road, and the Village
25 shall be required to comply with the underlying Declaration of Restrictions to ensure the
26 visual landscape buffer is maintained along the 2.10 acre areas by the Village. The remainder
27 of the landscape buffer along Old Cutler Road shall be the responsibility and obligation of
28 the PBVC. See attached Exhibit B.
29

30 Section 3. Conclusions of law.

31 1. Pursuant to Section 33-311(A)(7) of the Miami-Dade County Code, as adopted by
32 the Village, the applicant’s request to modify the existing site plans to provide for a parking
33 lot along approximately the northernmost 2.10 acres for a public parking lot and public
34 access easement area is hereby granted. The declaration of restrictions which require
35 compliance with prior site plan shall be modified to include compliance with the attached
36 site plan.
37

38 2. The applicant has submitted a site plan for the surface parking lot. The proposed
39 parking lot is consistent with the existing use and is in accordance with the Village’s adopted
40 Comprehensive Plan and the Declaration of Restrictive Covenants associated with the site.
41 The property shall comply with prior site plan approvals and all covenants and restrictions.
42

43 3. The zoning code provides a required minimum level of parking. It does not
44 preclude a development from including additional parking from that beyond required by
45 zoning, particularly as the parking area is to serve the Village’s adjacent park and library at

1 the site 17641 Old Cutler Road. The Village Council accepts the proffered covenant
2 amending the site plan to include the parking lot would allow the applicant to provide
3 additional parking and recreational amenities for the entire Village community.
4

5 4. The Land Use Map of the Comprehensive Plan designates this site for Village
6 Mixed-Use which would allow the construction of a parking lot for the Village, as a large
7 portion of the PBVC is designated for Park Use and GU. The parking lot does not add
8 habitable or leaseable space and is a benefit to the community at large. Based upon the
9 foregoing, the Village Council finds that it will not generate excessive noise or traffic, does
10 not pose any greater fire hazard, contribute to overcrowding of people, will not provoke a
11 nuisance nor be incompatible with the area concerned.
12

13 Section 4. Order.

14 Additional conditions.
15

16 The Village Council approves the modification request pursuant to 33-311(A)(7), provided
17 the following conditions are complied with:
18

- 19 1. The applicant, PBVC, executes and records the proffered covenant to modify the
20 existing Declaration of Restrictions in order to reflect the modified site plan
21 approved by the Village Council, to include prior approvals and this approval. The
22 addition of the modified site plan shall be identified as: as prepared by Wolfberg
23 Alvares date stamped received October 31, 2007, and shall continue to include all
24 prior site plans identified in prior recorded declaration of restrictive covenants. In
25 no other way shall the existing covenants be modified or superseded.
26
- 27 2. The applicant must meet the minimum requirements of Chapter 24 of the Code of
28 Miami-Dade County and comply with all DERM conditions as set forth in their
29 memorandum pertaining to this application, once submitted.
30
- 31 3. The applicants must meet the minimum requirements of all other applicable
32 departments/agencies as part of the building permit submittal process, including the
33 Florida Department of Community Affairs.
34
- 35 4. The Village shall attempt to relocate all existing trees affected by the proposed
36 temporary parking areas and permanent parking structure to another location within
37 the OPD site.
38
- 39 5. The Village shall provide an additional grouping of native trees and landscaping at
40 the northern boundary of the site to restore the visual buffer and lost canopy. The
41 applicant shall submit a landscape plan to be reviewed and approved by the Village.
42

43 This is a final order.

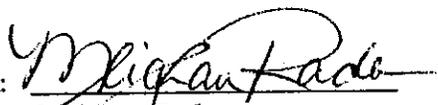
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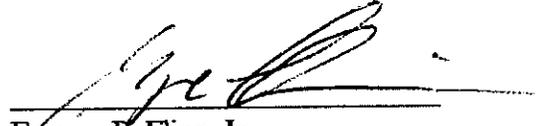
Section 5. Record.

The record shall consist of the notice of hearing, the applications, documents submitted by the applicant and the applicant's representatives to the Village's Department of Community Development in connection with the applications, the county recommendation and attached cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

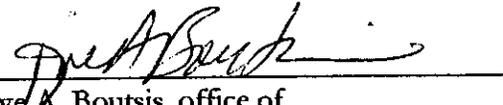
Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 3rd day of March, 2008.

Attest: 
Meighan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis, office of
Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Paul Neidhart YES
- Council Member Shelley Stanczyk YES
- Vice-Mayor Linda Robinson YES
- Mayor Eugene P. Flinn, Jr. YES

1. **VILLAGE OF PALMETTO BAY &
17777 OLD CUTLER ROAD, LLC**
(a.k.a. Palmetto Bay Village Center)

VPB-08-002
35-55-40
District 3

Request:: Modification of a previously approved site plan and associated declaration of restrictive covenants to reflect the modified plan to allow for the construction of 46 parking spaces and a circular driveway for the proposed Palmetto Bay Library and Ludovici Park.

Property Address: 17777 and 18001 Old Cutler Road

Location: The northeastern portion of the first parcel on the northeast corner of SW 184th Street and Old Cutler Road, Miami-Dade County, Palmetto Bay, Florida

Size of Property: 80+/- acres

Correspondence Received Against Request: 0 (thru 2/19/08)

Correspondence Received In Support of Request: 0 (thru 2/19/08)

Village of Palmetto Bay
Department of Planning, Zoning & Building Services
Recommendation:

Approval with conditions.

Final Action (to be completed by staff following hearing):

APPROVED: _____ DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____ DEFERRED: _____

2. **VILLAGE OF PALMETTO BAY &
17777 OLD CUTLER ROAD, LLC**
(a.k.a. Palmetto Bay Village Center)

VPB-08-002
35-55-40
District 3

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT WITH 17777 OLD CUTLER ROAD, LLC, FOR THE VILLAGE TO MAINTAIN AN ACCESS AND PARKING EASEMENT ACROSS A SPECIFIC PORTION OF 17777 OLD CUTLER ROAD, LLC PROPERTY KNOWN AS THE "PALMETTO BAY VILLAGE CENTER" TO PROVIDE PARKING AND ACCESS TO THE PALMETTO BAY LIBRARY AND LUDOVICI PARK ADJACENT TO THE PALMETTO BAY VILLAGE CENTER SITE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.

3. PALMER TRINITY PRIVATE SCHOOL, INC.

**VPB-07-012
34-55-40
District 3**

Request: A district boundary zone change from Agricultural (AU) and Estate Single-Family Five Acre (EU-2) to Estate Modified Single-Family (EU-M).

(A district boundary zone change request requires two public hearings.)

Property Address: 8001 SW 184th Street

Location: The third parcel to the northeast of SW 82nd Avenue and SW 184th Street, Miami-Dade County, Palmetto Bay, Florida

Size of Property: 32.5 acres

Correspondence Received Against Request: 211 (thru 2/19/08)

Correspondence Received In Support of Request: 66 (thru 2/19/08)

Village of Palmetto Bay
Department of Planning, Zoning & Building Services
Recommendation:

Approval with conditions.

Final Action (to be completed by staff following hearing):

APPROVED: _____ DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____ DEFERRED: _____

4. PALMER TRINITY PRIVATE SCHOOL, INC.

**VPB-07-012
34-55-40
District 3**

Requests: Modification of a previously approved site plan;

Special exception for the expansion of a private school to increase the enrollment from 600 to 1,400 students;

Non-use variance of parking requirements to permit parking on natural terrain; and

Height and number of stories variances to allow a maximum height of 50'-7" for certain proposed new buildings to include a

chapel, a performing arts center, a library/media center/administration building and a gymnasium where 35 ft. is permitted, and to allow three stories where two is permitted for the library/media center/administration multi-purpose building.

Property Address: 7900 SW 176th Street and 8001 SW 184th Street

Location: The 32.5 acre third parcel to the northeast of SW 82nd Avenue and SW 184th Street and the 22-acre parcel to the north thereof, Miami-Dade County, Palmetto Bay, Florida

Size of Property: 55 +/- acres

Correspondence Received Against Request: 211 (thru 2/19/08)

Correspondence Received In Support of Request: 66 (thru 2/19/08)

Village of Palmetto Bay
Department of Planning, Zoning & Building Services
Recommendation:

Refer to Item 4, Section J., Recommendations

Final Action (to be completed by staff following hearing):

APPROVED: _____ DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____ DEFERRED: _____

T H E E N D

NOTICE OF APPEAL RIGHTS

Decisions of the Village of Palmetto Bay Council (VPB) are appealed to the Circuit Court. Appeals to Circuit Court must be filed within 30 days of the execution of the Village of Palmetto Bay resolution.

Further information and assistance may be obtained by contacting the Legal Counsel's office for the Department of Planning, Zoning & Building Services at (305) 375-3075, or the Village Clerk at (305) 259-1234. For filing or status of Appeals to Circuit Court, you may call the Clerk of the Circuit Court at (305) 375-5955.



Village of Palmetto Bay

ZONING ANALYSIS

APPLICANTS: Village of Palmetto Bay & PH: VPB-08-002
17777 Old Cutler Road, LLC
(a.k.a.) Palmetto Bay Village Center

PROPERTY ADDRESS: 17777--18001 Old Cutler Road,
Palmetto Bay, Florida

ZIP CODE: 33157

SECTION: 35-55-40 **HEARING DATE:** 2/25/08

COUNCIL DISTRICT: 3 **ITEM:** 1

A. INTRODUCTION

- **REQUEST:**
The applicant is requesting to modify a set of previously approved plans under Village zoning resolution 07-06; and Miami-Dade County zoning resolution Z-34-89, and to modify the associated declaration of restrictive covenants to reflect the modified plans.
- **SUMMARY OF REQUEST:**
The request is to construct a surface parking lot comprised of 46 parking spaces and circular drive along the northernmost corner of the property adjacent to Old Cutler Road, to use approximately 2.10 acres for a public parking lot and easement area to serve the Village's Ludovici Park and Palmetto Bay Library located at 17641 Old Cutler Road and modifying the associated declaration of restrictions to reflect the modified site plan.
- **LOCATION:**
The subject property is located on the east side of Old Cutler Road, between theoretical S.W. 177th Street and S.W. 184th Street, and affects approximately 2.10 acres of the Palmetto Bay Village Center property. The modification request involves the OPD, Office Park District.

- **SIZE:** 80 acres +/-; area affected is approximately 2.10 acres of the northernmost corner of property along Old Cutler Road near theoretical SW 177 Street.

B. NEIGHBORHOOD CHARACTERISTICS:

ZONING

LAND USE DESIGNATION

Subject Property:

OPD; Office Park District

Village Mixed-Use

Surrounding Properties

NORTH: EU-2; Single-Family
Five Acre Estate
(Approved change of use for
public facility/park/library)

Parks and Recreation
Institutional and Public Facility

EAST: Biscayne National Park

Environmentally Protected Parks

WEST: EU-1; Single-Family
One Acre Estate;
EU-2; Single-Family
Five Acre Estate

Estate Density Residential
< 2.5 du/acre
Parks and Recreation

SOUTH: OPD, Office Park District;
Town of Cutler Bay

Parks and Recreation

The subject property is located on the east side of Old Cutler Road, between theoretical S.W. 177th Street and S.W. 184th Street, Village of Palmetto Bay, Florida, adjacent to Biscayne National Park. The surrounding area is characterized by single family residences and parks and recreation lands. The subject property is a part of the OPD, Office Park District consisting of an office complex. The Village's Palmetto Bay Library and Ludovici Park are immediately to the north of the site. The approximately 2.10 acre parking lot and access easement area is located along the northernmost corner of the Palmetto Bay Village Center property, along Old Cutler Road across from SW 177th Street.

The entire 80 +/- acre site of the PBVC was the subject of a charrette process, coordinated by the owner of the site. In September 2004, the process culminated with the acceptance of the charrette advisory committee report by the Village Council. The

charrette report was the basis for the delineation of the Village Mixed Use (VMU) land use designation contained within the Village's Comprehensive Plan and Future Land Use Map.

C. SITE AND BUILDINGS:

Site Plan Review:	Acceptable
Scale/Utilization of Site:	Acceptable*
Location of Building:	n/a
Compatibility:	Acceptable
Landscape Treatment:	Acceptable
Open Space:	Acceptable
Buffering:	Acceptable
Access:	Acceptable
Parking Layout/Circulation:	Acceptable
Visibility/Visual Screening:	Acceptable
Signage:	Acceptable

*subject to relevant declaration of restrictions

D. NEIGHBORHOOD SERVICES:

DERM	Acceptable, with conditions
Public Works	No objection
Parks	No objection
Fire Rescue	Objections, corrected
Police	No objection
Schools	n/a
Code Compliance	No code violations on record

E. IMPACT:

The approval of the request to modify a set of previously approved plans under Village zoning resolution 07-06 and Miami-Dade County zoning resolution Z-34-89 would allow the applicant to provide a 46-space, public parking area, circular driveway and an access easement for the Village's Library and Ludovici Park, which property is adjacent to the approximately 2.10 acre easement area.

F. ZONING HEARING HISTORY: (Z-89-70, Z-196-74, Z-191-81, Z-30-85, 4-ZAB-270-85, 4-ZAB-143-86, Z-34-89, Village 07-06)

On February 23, 1989, pursuant to Resolution Z-34-89, the Board of Miami Dade County Commissioners approved, with conditions, the applicant's request of an unusual use to permit a parking lot in a zone more restrictive than the use it served; to wit parking of cars in a GU district to serve an Office Park District (OPD) in conjunction with the Modification of Proffered Covenants and Modification of Declaration of Restrictive Covenants via prior Resolution 4-ZAB-143-86.

Under an OPD, the developer is to delineate an open space character for buildings whose principal uses are administrative, professional or research related. The major objectives to be achieved by this district are to provide office complexes in an open space environment, to provide freedom for the designer to take a creative approach to the development of an office park and thereby to enhance the visual quality of the Village. Under an OPD, the principal uses permitted are those associated with office buildings for business, professional and secretarial uses that cater to the provision of services. Retail and industrial activities are not permitted as principal uses. Under an OPD, accessory uses are allowed as of right, provided the accumulated total of all accessory uses does not exceed 15 percent of the total gross interior square footage of the buildings proposed for the site, excluding areas devoted to structured parking. Accessory uses may include personal services, private clubs, print shops, recreational facilities including swimming pools, and other similar uses.

On April 30, 1986, pursuant to Resolution 4-ZAB-143-86, the Miami Dade County Board of Appeals approved the applicant's request of an unusual use to permit the filling of a portion of an existing lake and modification of condition #2 of Resolution Z-196-74 and modification of the Proffered and Restrictive Covenants of Resolution Z-30-85. The purpose of the modification of said Resolution and agreement was to permit a revised site plan and parking plan which indicated a reconfiguration of the existing lake, elimination of a proposed second lake, merging of the technical center into one building, an increase of 2,485 square feet of building and additional outdoor parking areas.

On July 24, 1985, pursuant to Resolution 4-ZAB-270-85, the Metropolitan Dade County Zoning Appeals Board approved the applicant's request to delete an agreement pursuant to Resolution Z-89-70 as it affects the subject property, Deletion of an Agreement entered into between South Cutler Bay, Inc. and Dade County as required pursuant to Resolution Z-196-74 and Deletion of the Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Miami-Dade County.

On February 7, 1985, pursuant to Resolution Z-30-85, the Board of Miami Dade County Commissioners approved the applicant's request for a district boundary change from

RU-4 to OPD, EU-M, EU-2 and RU-4 to GU and a use variance to permit a 10 unit apartment building in the GU district in conjunction with an unusual use request to permit private recreational facilities, to wit: tennis courts, basketball courts, swimming pools, and playing fields in the GU district. The applicant was also granted a special exemption request to permit night lighting on the proposed recreational facilities and the request for an unusual use to filling and enlargement of portions of the existing lake in conjunction with modification of condition #2 pertaining to the approval of the marina under Resolution Z-196-74.

On June 18, 2007, pursuant to Village zoning resolution 07-06, the Village Council approved, with conditions, the applicant's request to modify a set of previously approved plans under Resolution Z-34-89, in order to construct a 356-space parking structure (97.5' in height) with roof top recreational amenities use where a surface parking lot presently exists along with the construction of a temporary parking lot.

On March 12, 2007, pursuant to Village zoning resolution 07-31, the Village Council approved, as provided under 33-303 of the Miami-Dade County Code, the request to allow for a public facility public use at the property located at 17641 Old Cutler Road for a public library and public park. This public facility public use was found consistent with the Village's Comprehensive Plan and Future Land Use Map, which designated the eastern portion of the site for Parks and Recreation and the western portion of the site for Institutional and Public Facility use. The Institutional and Public Facility and Parks and Recreation land use designations allow the property to be used for a public library and public park.

G. COMPREHENSIVE PLAN

1. The adopted 2005 Village of Palmetto Bay Future Land Use Plan designates the subject property as designated for Village Mixed-Use (VMU). The residential densities allowed in this category range from a minimum of 3.0 to a maximum of 14 units per gross acre.
2. VMU also permits non-residential uses such as office and retail with an average floor area ratio (FAR) of 0.5; subject to the limits adopted as part of an approved "Master Plan" (PBVC Charrette Advisory Committee Report dated September 2004).
3. The adopted 2005 Future Land Use Plan designates the easterly portion of the subject property for environmentally protected parks and the westerly portion of the property for parks and recreation use. The remainder of the property is designated VMU.

4. The adopted 2005 Village of Palmetto Bay Future Land Use Plan designates the PBVC property for Village Mixed-Use (VMU), Environmentally Protected Parks and Parks and Recreation use. The residential densities allowed in this category range from a minimum of 3.0 to a maximum of 14 units per gross acre. The 2.10 acres in question in this zoning application are within the OPD district.

5. The Future Land Use Map specifically illustrates park and recreation areas. Compatible parks continue to be encouraged in all residential land use categories and may continue to be allowed in all other future land use categories. The siting and use of future public and private parks and recreation areas shall be guided by the Recreation and Open Space Element and the Capital Improvements Element of the Comprehensive Plan. The maximum intensity for ancillary uses associated with the Parks and Recreation designation shall not exceed a floor area ration (FAR) of 0.2.

6. The Village's Ludovici Park and Palmetto Bay Library received approval for public facility public use to allow the construction of the proposed public library and park.

H. PERTINENT REQUIREMENTS/STANDARDS:

Pursuant to section 33-311(A), of the Miami-Dade County Code as adopted by the Village, the Village Council, after public hearing, must determine whether the development permit filed by the application, may be granted. The Village Council must determine whether the modification:

- a. conforms to the Village Comprehensive Plan for the Village of Palmetto Bay, Florida; is consistent with applicable area or neighborhood studies or plans; and would serve a public benefit warranting the granting of the application at the time it is considered;
- b. will have a favorable or unfavorable impact on the environmental and natural resources of the Village of Palmetto Bay, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur as a result of the proposed development;
- c. will have a favorable or unfavorable impact to the economy of the Village of Palmetto Bay, Florida;

- d. will efficiently use or unduly burden water, sewer and solid waste disposal; and,
- e. will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.

Additionally, for a modification of a site plan and/or associated covenant, pursuant to Section 33-311(A)(7), of the Miami-Dade County Code, as adopted by the Village, the applicant must demonstrate that the modification of the underlying Resolution and covenant would:

- a. not generate excessive noise or traffic;
- b. not tend to create a fire or other equally or greater dangerous hazard;
- c. not provoke excessive overcrowding of people;
- d. not tend to provoke a nuisance; and,
- e. be incompatible with the area concerned, when considering the necessity and reasonableness of the modification, in relation to the present and future development of the area concerned.

I. ANALYSIS

The applicant is requesting to modify a set of plans which were approved, after public hearing, pursuant to Village zoning resolution 07-06 and Miami-Dade County zoning resolution Z-34-89. The applicants (PBVC and the Village) desire to modify the plans by creating a surface parking lot with 46 spaces and a circular drive to serve the adjacent Ludovici Park and Palmetto Bay Library. The construction is contained within the OPD district. The modification, if approved by the Village Council, shall also require a modification of the associated declaration of restrictions, so that the attached site plans associated with the declarations correctly reflect the construction and location of the Village's easement area. The Village would also be responsible for maintaining the landscape buffer along Old Cutler Road.

The applicants have submitted a site plan showing the development of the proposed surface parking lot and circular drive. Staff notes that the proposed parking lot supports park use and recreational amenities for the community and is in accordance with the Village's adopted Comprehensive Plan and the Declaration of Restrictive Covenants associated with the site.

The existing covenants at PBVC, at page four, section 7, indicates that "the [PBVC] will continue to maintain native vegetation on the portion of their property located adjacent to Old Cutler Road and the north and south boundaries with the intent to obscure any visibility of the office building from Old Cutler Road. All landscaping plans will be submitted to the [Village] for approval prior to implementation." The proposed parking lot, according to Wolfberg Alvarez, the architect for the library, and according to the Village's landscape architect the parking lot does not impact the native vegetation view of Old Cutler Road. The property continues to be buffered by the native vegetation required under the covenant. The Village shall be subject to the conditions contained in the attached covenants as it relates to the approximately 2.10 acres of land for which the parking area and circular drive shall be constructed.

As the PBVC is an OPD approved via Resolution, staff has reviewed all existing and proposed accessory uses for the entire OPD site to ensure compliance with the provisions of the Resolution and section 33-284.30, as it relates to the 15 percent cap on accessory uses. The 15 percent cap provides the PBVC with 61,771.65 square feet of allowable accessory uses. The parking lot shall not increase the accessory uses allowable under the OPD as parking is not considered an accessory use.

The zoning code provides a required minimum level of parking. It does not preclude a development from including additional parking from that beyond required by zoning. Staff has no objection to this development providing parking to serve the adjacent public facility uses. Approval of this application, subject to the Village Council's acceptance of the proffered covenant amending the site plan to include the parking area and circular drive would allow the applicant and the Village to provide parking and recreational amenities for the Ludovici Park and Palmetto Bay Library. The Land Use Map of the Comprehensive Plan designates this site for Village Mixed-Use and Parks and Recreation which would allow the construction of a parking lot.

Further, since the parking lot does not add habitable or leaseable space, not generate excessive noise or traffic, does not pose any greater fire hazard, contribute to overcrowding of people, will not provoke a nuisance nor be incompatible with the area concerned, the application should be approved.

J. RECOMMENDATION:

This application will allow the applicants to provide convenient parking to serve the adjacent Palmetto Bay Library and Ludovici Park. Staff recommends approval under section 33-311(A)(7) to allow the plans entitled Palmetto Bay Village Library Parking Lot, for the 2.10 acres described in the attached site plan as prepared by Wolfberg Alvarez, date stamped received October 31, 2007.

Staff finds that the modification would be in keeping with the basic intent and purpose of the zoning and land use regulations. Approval of this application is in character with the existing use of the property and consistent with the Village's Comprehensive Plan. Staff recommends approval, with the following conditions, of the proposed parking lot on a property zoned OPD subject to the Village Council's acceptance of the proffered covenant (amending the site plan):

1. The application must meet the minimum requirements of Chapter 24 of the Code of Miami-Dade County and comply with all DERM conditions as set forth in their memorandum pertaining to this application, once submitted.
2. The application must meet the minimum requirements of all other applicable departments/agencies as part of the building permit submittal process.
3. The applicants shall provide an additional grouping of native trees and landscaping at the northernmost boundary of the site to restore the visual buffer and any lost native tree canopy within the 2.10 acre site plan area. The Village shall ensure compliance with the PBVC covenant (for the 2.10 acre areas) to ensure that the PBVC structures are not seen from the northern view across Old Cutler Road into the property. The applicants shall submit and shall be tied to a landscape plan being prepared by Mariano Corral, L.A., to be reviewed and approved by the Village.
4. The applicants shall execute and record a perpetual cross-easement agreement between 17777 Old Cutler Road, LLC, a.k.a. Palmetto Bay Village Center and the Village of Palmetto Bay to provide an access and parking easement on the approximately 2.10 acre area of the PBVC site so that the Palmetto Bay Library and Ludovici Park can be accessed by the community.



Arleen R. Weintraub, AICP
Director, Department of Planning, Zoning &
Building Services

REQUEST FOR MODIFICATION OF PREVIOUSLY APPROVED SITE PLAN

LETTER OF INTENT

Project Property: 17901 Old Cutler Road, Palmetto Bay, FL 33157

This Letter of Intent seeks to request a modification of a previously approved site plan for the property identified above. The northwest corner of the site will house the parking lot area for the future Palmetto Bay Branch Library, and new modifications have been made to the layout of said parking lot area which require approval.

The proposed project is being developed for the benefit of the population at large, particularly Palmetto Bay residents. As such, the following declarations are made that this request:

- will not be materially detrimental to the public health, safety or welfare, or be injurious to the property or improvements in such vicinity and zone in which the property is located
- does not constitute a special privilege inconsistent with the limitation upon other properties in the vicinity and zone in which the property is located
- will not allow a use or activity that is prohibited by the zoning regulation governing the parcel of property
- is consistent with the Village of Palmetto Bay Comprehensive Plan



ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Division of Planning and Zoning

LIST ALL FOLIO #S: 3350350130010 & 3350350130020 Date Received _____

1. NAME OF APPLICANT (Owner(s) of record of the property or lessee. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

17777 Old Cutler Road LLC

Village of Palmetto Bay

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 18001 Old Cutler Road
City: Palmetto Bay State: FL Zip: 33157 Phone#: 305-377-8802

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): 17777 Old Cutler Road LLC
18001 Old Cutler Road
City: Palmetto Bay State: FL Zip: 33157 Phone#: 305-234-4118

4. CONTACT PERSON'S INFORMATION:

Name: Company: Scott Silver
City: Palmetto Bay State: FL Zip: 33157 Cell Phone#: (305) 788-6164
Phone#: 305-377-8802 Fax#: _____ E-mail: silversilvett@aol.com

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

See attached legal description

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

NW Corner of the property located at 17901 Old Cutler Road

7. SIZE OF PROPERTY (in acres): 2.10 approx. (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property acquired leased: Oct. 2003 9. Lease term: _____ years
(month & year)

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)? yes
no If yes, provide complete legal description of said contiguous property.

11. Is there an option to purchase or lease the subject property or property contiguous thereto? no yes (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. PRESENT ZONING CLASSIFICATION: OPD

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

District Boundary(zone) Changes [Zone(s) requested]: _____
(Provide a separate legal description for each zone requested)

Unusual Use: _____

Use Variance: _____

Non-Use Variance: _____

Alternative Site Development: Option: _____

Special Exception: _____

Modification of previous resolution/plan: _____

Modification of Declaration or Covenant: _____

14. Has a public hearing been held on this property within the eighteen (18) months? no yes.
If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:
Name: 17777 Old Cutler Rd LLC; Date: 6/18/2007; Purpose: to modify site plan to allow for the construction of a 356-space parking facility along with the construction of a temporary parking structure; Result: Resolution No. 07-06 was approved.

15. Is this application a result of a violation notice? no yes. If yes, give name to whom the violation notice was served: and describe the violation: _____

16. Describe structures on the property: The property houses three individual structures with a combined adjusted square footage of 442,053 sq. ft.

17. Is there any existing use on the property? no yes. If yes, what use and when established?

Use: Office Park District Year: 1989

Planning Staff Use Only

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) owner tenant of the property described and which is the subject matter of the proposed hearing.

Signature _____

Signature _____

Sworn to and subscribed to before me this _____ day of _____, _____.

Notary Public: _____ Commission Expires: _____

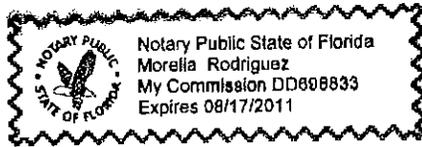
CORPORATION AFFIDAVIT

(I) (WE), SCOTT A. Silver Manager, being first duly sworn, depose and say that (I am) (we are) the President Vice-President Secretary Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

Authorized Signature

(Corp. Seal)



Manager, President Palmetto Bay Village Center, LLC as Manager of 17201 Old Water Rd, LLC

Sworn to and subscribed to before me This 6 day of February, 2009.

Notary Public: _____ Commission Expires: August 17, 2011

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me This _____ day of _____, _____.

Notary Public: _____ Commission Expires: _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature _____

Sworn to and subscribed to before me This _____ day of _____, _____.

Notary Public: _____ Commission Expires: _____

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), Bon E. Williams, Manager Village, being first duly sworn, depose and say that (I am) (we are) owner tenant of the property described and which is the subject matter of the proposed hearing.

Bon E. Williams
Signature



OLGA CADAVAL
MY COMMISSION # DD 538367
EXPIRES: May 19, 2010
Bonded Thru Budget Notary Services

Signature: Olga Cadaval
Notary Public:
Commission Expires: 5-19-2010

Sworn to and subscribed to before me this 6th day of September, 2008.

CORPORATION AFFIDAVIT

(I) (WE), _____, being first duly sworn, depose and say that (I am) (we are) the President Vice-President Secretary Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

Authorized Signature

Office Held

(Corp. Seal)

Sworn to and subscribed to before me This _____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me This _____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me This _____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 854-5353.



(Applicant's Signature)

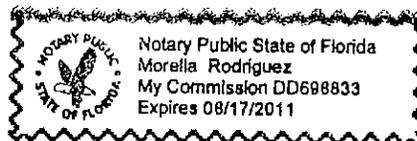
Scott A. Silver, Manager

(Print Name)

Sworn to and subscribed before me this 6 day of February, 2008 Affiant is (personally known) to me or has produced _____ as identification.

(Notary Public)

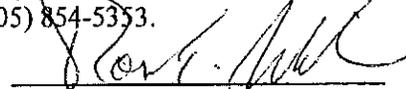
My commission expires August 17, 2011



RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 854-5353.



(Applicant's Signature)

Bone Williams Village Mgr.

(Print Name)

Sworn to and subscribed before me this 6th day of February, 2008. Affiant is personally known to me or has produced _____ as identification.

(Notary Public)

My commission expires 5-19-2010



OLGA CADAVAL
MY COMMISSION # DD 538367
EXPIRES: May 19, 2010
Bonded Thru Budget Notary Services

OWNERSHIP AFFIDAVIT
FOR
CORPORATION

STATE OF Florida
COUNTY OF Miami-Dade

Public Hearing No. _____

Before me, the undersigned authority, personally appeared Scott A. Silver
hereinafter the Affiant(s), who being first duly sworn by me, on oath, deposes
and says:

1. Affiant is the president, vice-president or CEO of the Corporation, with the following address:
18001 Old Cutler Rd #600 Palmetto Bay, FL 33157
2. The Corporation owns the property which is the subject of the proposed hearing.
3. The subject property is legally described as:

4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature

Olga Cadaval
Print Name

[Signature]
Signature

EDWARD A. SILVA
Print Name

[Signature]
Affiant's signature

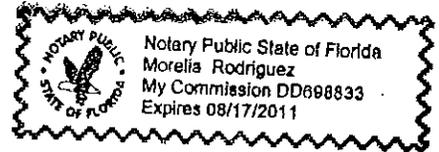
Scott A. Silver, Manager
Print Name Palmetto Bay Village Center, LLC
as manager, 17777 Old Cutler Rd, LLC

Sworn to and subscribed before me on the 6 day of February 2008.

Affiant is personally known to me or has produced _____ as identification.

Notary

[Signature]



(Stamp/Seal)

Commission Expires: August 17, 2011

DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: 17777 Old Cutler Rd, LLC

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
<u>Palm Jockey Village Center, LLC</u>	<u>70%</u>
<u>17777 Old Cutler Investor, LLC</u>	<u>30%</u>
_____	_____
_____	_____

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and the percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

If there is a CONTRACT FOR PURCHASE, by a Corporation, Trust or Partnership list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or other similar entities, further disclosure shall be made to identify natural persons having the ultimate ownership interests].

NAME OF PURCHASER: _____

NAME, ADDRESS AND OFFICE (if applicable)

Percentage of Interest

Date of Contract: _____

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

NOTICE: For any changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

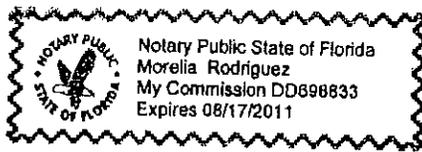
The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature:

[Handwritten Signature]
(Applicant) *Scott A. Silver, Manager*

Sworn to and subscribed before me this 6 day of February, 2008. Affiant is personally known to me or has produced _____ as identification.

[Handwritten Signature]
(Notary Public)



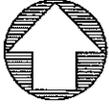
My commission expires: August 17, 2011

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) 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 every level of ownership and where no on (1) person or entity holds more than a total of five percent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a 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.

LOCATION MAP

(NOT TO SCALE)

NORTH



P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT

DATE:	DRAWN BY	SCALE:	F.B. / PG.	JOB No.	SHEET:
10-30-06	DAVH	AS SHOWN	N/A	0602-00134-002	1 of 4

SURVEYOR'S NOTES AND CERTIFICATE

SURVEYOR'S NOTES:

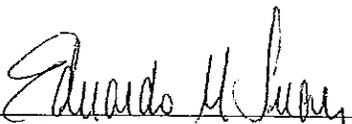
- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and bearing shown hereon are based on an assumed meridian of N 28°07'34" E, along the centerline of OLD CUTLER ROAD.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of the ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.
- 6) The intent of this description is to encompass a proposed Parking Easement.

SURVEYOR'S CERTIFICATE:

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6 Florida Administrative Code.

Date: OCTOBER 30th, 2006



EDUARDO M. SUAREZ, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No. 6313

P(3)SM, L.L.C.					L.B. No. 7335
PROFESSIONAL SURVEYORS & MAPPERS					
3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913					
SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT					
DATE:	DRAWN BY	SCALE:	F.B. / PG.	JOB No.	SHEET:
10-30-06	DAVH	AS SHOWN	N/A	0602-00134-002	2 of 4

ROADWAY RIGHT-OF-WAY ACQUISITION

TRACT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

A PORTION OF TRACT "A" OF "BURGER KING WORLD HEADQUARTERS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127 AT PAGE 86 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF S.W. 176th STREET AND OLD CUTLER ROAD, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N64°41'14"W, A RADIAL DISTANCE OF 2,864.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°48'48", A DISTANCE OF 140.67 FEET TO A POINT OF TANGENCY; THENCE S28°07'34"W FOR A DISTANCE OF 249.44 FEET ALONG THE CENTERLINE OF OLD CUTLER ROAD; THENCE RUN N87°39'08"E FOR A DISTANCE OF 40.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N87°38'29"E FOR A DISTANCE OF 399.14 FEET ALONG THE SOUTH BOUNDARY LINE OF TRACT 2 (PLAT BOOK 1 - PAGE 1); THENCE S28°07'34"W FOR A DISTANCE OF 366.42 FEET; THENCE N61°52'26"W FOR A DISTANCE OF 344.00 FEET SAID POINT BEING COINCIDENT TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF OLD CUTLER ROAD; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD N28°07'34"E FOR A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 91,282.64 SQUARE FEET OR 2.10 ACRES, MORE OR LESS.

P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT

DATE:	DRAWN BY	SCALE:	F.B. / PG.	JOB No.	SHEET:
10-30-06	DAVH	AS SHOWN	N/A	0602-00134-002	3 of 4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

NORTH

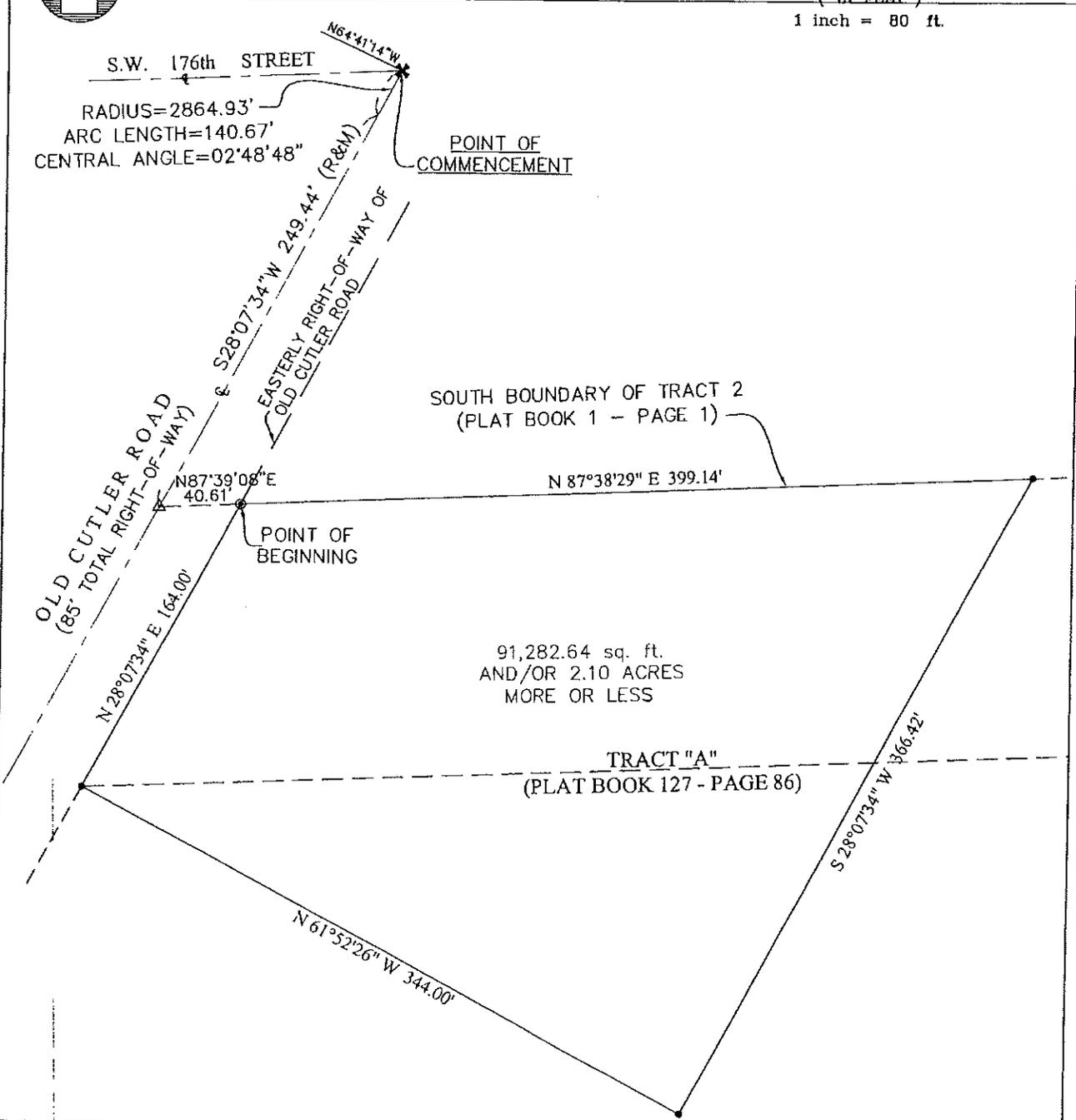


GRAPHIC SCALE



(IN FEET)

1 inch = 80 ft.



P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT

DATE:	DRAWN BY	SCALE:	F.B. / PG.	JOB No.	SHEET:
10-30-2006	DAVH	AS SHOWN	N/A	0602-00134-002	4 of 4

DISCLOSURE OF INTEREST

If the property which is the subject of this application is owned by a limited liability company, list the principal members and the percentage of membership interests owned by each. [Note: where the principal officers or members consist of another company(s), trustee(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural person(s) having the ultimate ownership interest in the aforementioned entity)].

17777 Old Cutler Road, LLC, a Georgia Limited Liability Company

NAME, ADDRESS AND OFFICE

PERCENTAGE INTEREST

Old Cutler Road 17777 Investors, LLC
a Georgia limited liability company
3390 Peachtree Road N.E.
Atlanta, GA 30326-2821

60% - see attached ownership data

Palmetto Bay Village Center, LLC
a Florida limited liability company
18001 Old Cutler Road - Suite 600
Miami, Florida 33157

40% - see attached ownership data

If the property which is the subject of the application is owned or leased by a Trustee, list the beneficiaries of the trust and the percentage of interest held by each. [Note: where the beneficiary/beneficiaries consist of corporations(s), another trust(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural person(s) having the ultimate ownership interest in the aforementioned entity)].

N/A

TRUST NAME

NAME AND ADDRESS

PERCENTAGE OF INTEREST

If the property which is the subject of this application is owned or leased by a Partnership or limited Partnership, list the principals of the Partnership, including general and limited partners. [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 identify of the individual(s) natural person(s) having the ultimate ownership interest in the aforementioned entity].

N/A

Partnership or Limited Partnership Name

NAME AND ADDRESS

Percentage of Ownership

NAME AND ADDRESS	Percentage of Ownership
_____	_____
_____	_____
_____	_____

If there is 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 disclosed the identity of the individual(s) natural person(s), having the ultimate ownership interest in the aforementioned entity].

No applicable

NAME

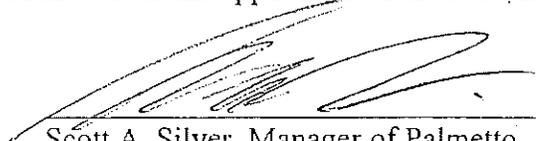
NAME, ADDRESS AND OFFICE (if applicable)

Date of Contract: _____

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

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

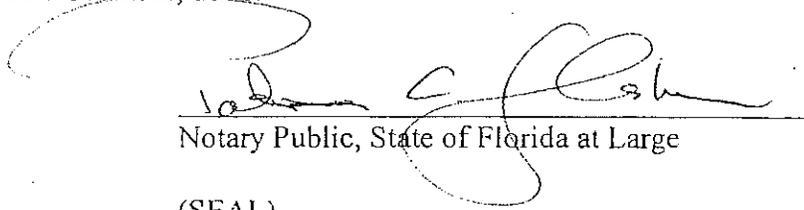
The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.



Scott A. Silver, Manager of Palmetto
Bay Village Center, LLC /Applicant

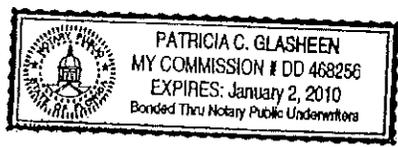
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to, subscribed and acknowledged before me by Scott A. Silver, who is personally known to me, on this 13th day of November, 2006.



Notary Public, State of Florida at Large

(SEAL)



MEMBERS OF
OLD CUTLER ROAD 17777 INVESTORS, LLC

Name(s)	Percentage Share
Robert C. Goddard, III	40%
Russel F. Read	2.375%
William T. Deyo, Jr.	1.0%
Stephen W. DeVinney	1.625%
James H. Wilson	2.375%
John T. Fenoglio	.875%
Paul M. Freudenstein	.375%
Chris Carlton	1.0%
Thomas K. Dotzenrod	.375%
GIG -Old Cutler Road, LP	<u>50%</u> (See ownership data)
Total	100%

GIG-OLD CUTLER ROAD, LP

General Partner
GIG GP, LLC

Limited Partners

Names	Percentage Share	Names	Percentage Share
Partners:			
Robert C. Goddard, III	.99%	Robert C. Goddard, III	59.01%
Russel F. Read	<u>.01%</u> 1.0%	Russel F. Read	9.99%
		James J. Wilson	12.5%
		William T. Deyo	3.5%
		Robert E. Blackwell, Jr.	2.0%
		Stephen W. DeVinney	6.0%
		Goddard Investment Group, LLC	3.0%
		Christopher O. Carlton	2.0%
		Paul M. Freudenstein	<u>1.0%</u> 99.0%

Palmetto Bay Village Center, LLC
Members

Name(s)/Address	Percentage Share
-----------------	---------------------

Deborah Albritton 1450 Kihei Road - #A-202 Kihei, HI 96753	.50
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AWF II, LLC 95 Merrick Way - Suite 380 Coral Gables, FL 33143	2.50
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Bell Capitol Corp. 12900 NE 17 th Avenue Suite 500 North Miami, FL 33181	1.25
--	------

Donna Feig 1480 Daytonia Road Miami Beach, Florida 33141	2.50
--	------

Robert & Donna Feldman 6850 SW 92 nd Street Pinecrest, Florida 33156	2.50
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Fredric M. Garvett 7451 S.W. 114 th Street Pinecrest, FL 33156	3.37
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Garvett Holdings, LLC 18001 Old Cutler Road - Suite 600 Miami, Florida 33157	3.75
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Mildred Glassman 6850 SW 92 nd Street Pinecrest, FL 33156	.1.25
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Palmetto Bay Village Center, LLC

Members

Page Two

Name(s)/Address	Percentage Share
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Richard Hersch & Patrice Talisman
2937 SW 27th Avenue
Suite 206
Miami, FL 33133

2.50

Lobo Holding, LLC
c/o Carlos Wolf
6465 SW 109th Street
Pinecrest, FL 33156

3.12

Marcia S. Nalebuff
550 Beacon Street
Newton Center, MA 02459

2.18

Vinson & Randa Richter
6358 Manor Lane
South Miami, FL 33143

6.25

Dudley Richter
4003 Hillsboro Road
Nashville, TN 37215

1.60

Kevin Richter
3860 Wailea Alunai Drive
Waitea, Maui, HI 96753

5.00

Stefan Richter
224 Worth Avenue
Palm Beach, Florida

1.60

Palmetto Bay Village Center, LLC

Members

Page Three

Name(s)/Address	Percentage Share
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Weston Richter 634 Alta Drive Beverly Hills, CA 90035	2.18
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Richter Development, Ltd. 358 Manor Lane South Miami, FL 3313	12.50
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James Roberts 2743 NW 28 th Street Boca Raton, FL 33438	10.00
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Jon & Lori Siegel 4419 Woodfield Blvd. Boca Raton, FL 33434	1.25
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James & Debbie Siegel 6358 Manor Lane South Miami, FL 33143	6.25
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Jeremy Silver 10650 SW 67 th Court Pinecrest, FL 33156	1.87
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Jillian Silver 10650 SW 67 th Court Pinecrest, FL 33156	1.87
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Scott A. Silver 10650 SW 67 th Court Pinecrest, FL 33156	2.66
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Palmetto Bay Village Center, LLC

Members

Page Four

Name(s)/Address	Percentage Share
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Gary Simon 9100 South Dadeland Blvd. Miami, Florida 33156	3.12
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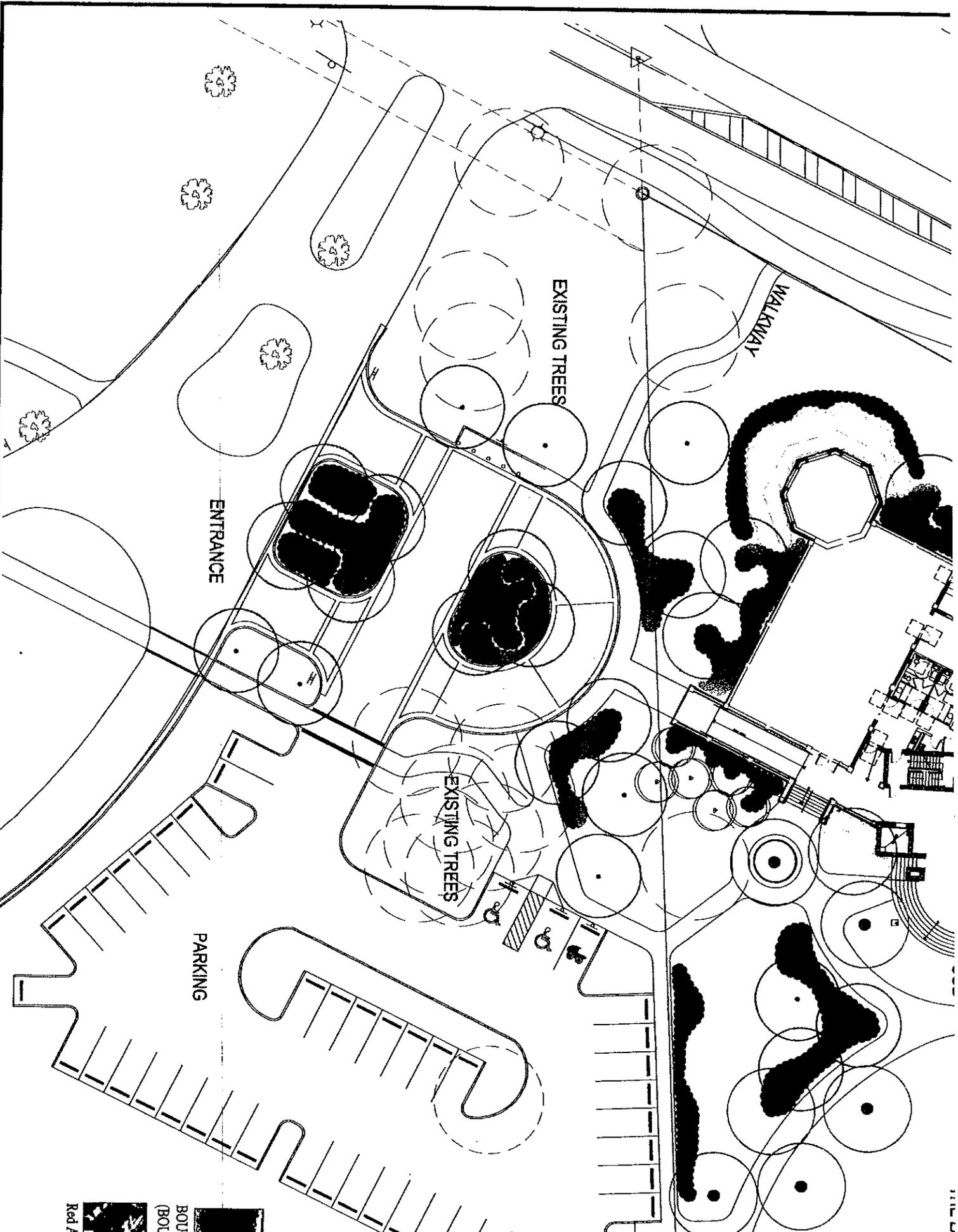
Laurie Singer 2451 Provence Circle Weston, FL 33327	2.50
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Tom & Cheryl Singer 221 Aragon Avenue - #202 Coral Gables, FL 33134	1.25
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Richard & Barbara Souviron 336 Alhambra Circle Coral Gables, FL 33143	10.00
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Robert Sunness 10 Deerfield Beach Lane Scarsdale, NY 10583	2.18
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Andy Varat 3300 SW 41 st Street Miami, FL 33142	2.50
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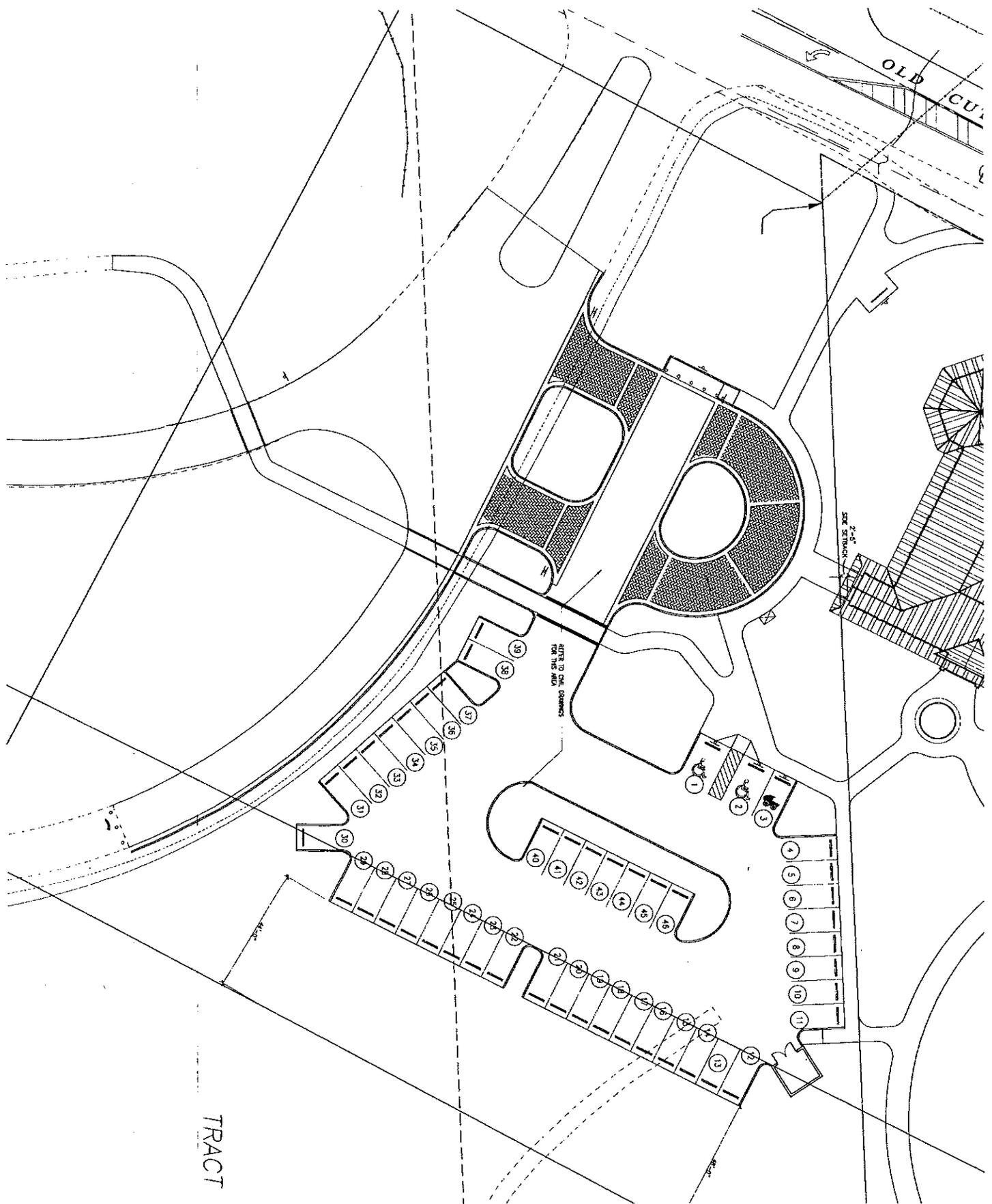
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2'-5"
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OR 115-100

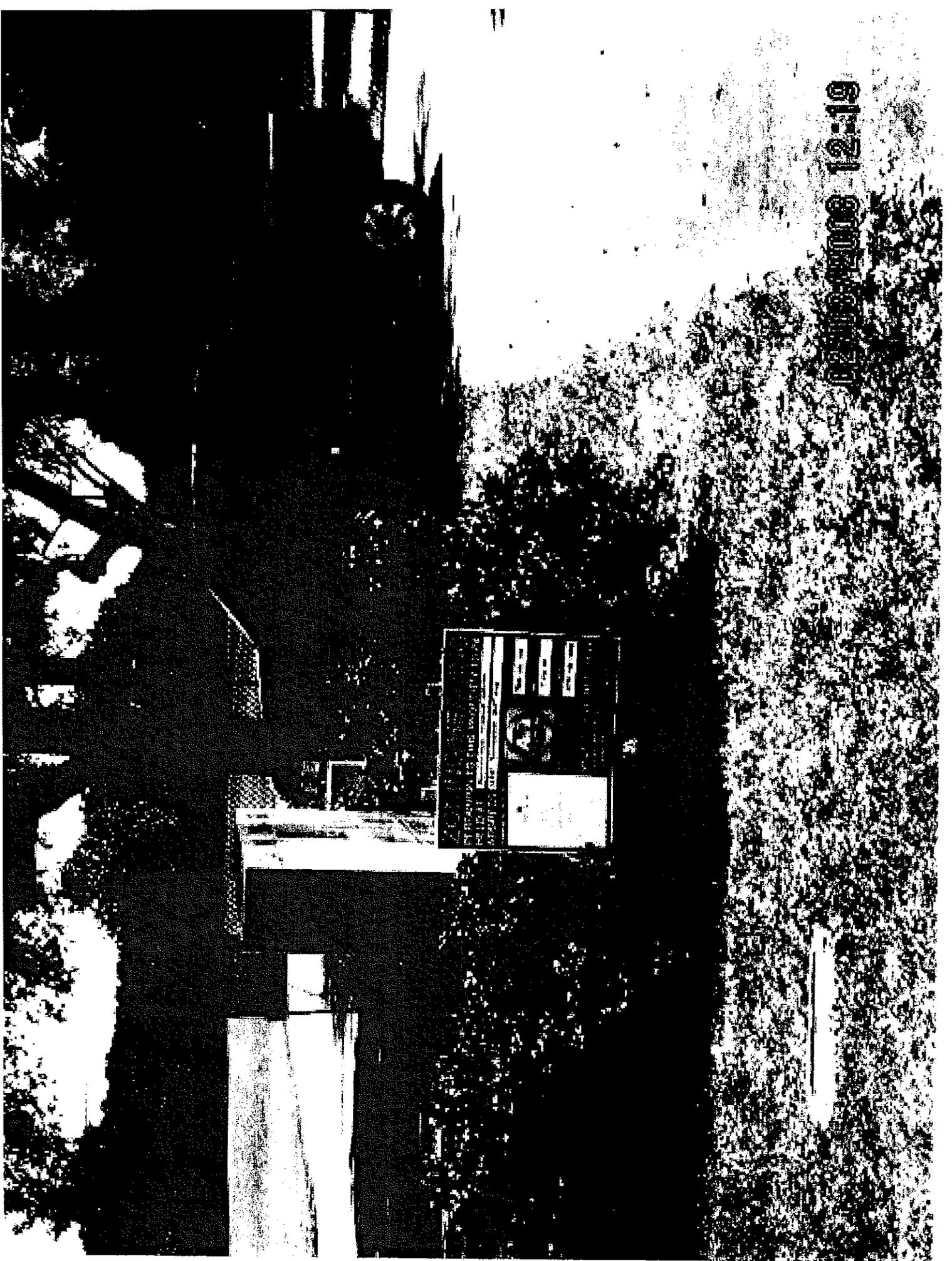
TRACT



17901 · 18001 OLD CUTLER RD
305-446-0011

ZONING HEARING
HEARD AT THE OFFICE OF THE
PLANNING AND ZONING COMMISSION
ON THE 15TH DAY OF
MAY 2010 AT
10:00 AM
ADDRESS: 17901-18001 OLD CUTLER RD
CITY OF FORT LAUDERDALE, FL
33309-2201
FOR MORE INFORMATION
CALL 305-220-2700
PLEASE BY MAIL TO 17901
CITY OF FORT LAUDERDALE, FL
33309-2201

17901-18001 OLD CUTLER RD



12-19-2018 12:19



To: Honorable Mayor and Village Council

Date: February 13th, 2008

From: Eve A. Boutsis, Village Attorney

Re: Easement Agreement with PBVC/
Item 2

REQUEST:

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT WITH 17777 OLD CUTLER ROAD, LLC, FOR THE VILLAGE TO MAINTAIN AN ACCESS AND PARKING EASEMENT ACROSS A SPECIFIC PORTION OF 17777 OLD CUTLER ROAD, LLC PROPERTY KNOWN AS THE "PALMETTO BAY VILLAGE CENTER" TO PROVIDE PARKING AND ACCESS TO THE PALMETTO BAY LIBRARY AND LUDOVICI PARK ADJACENT TO THE PALMETTO BAY VILLAGE CENTER SITE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Several years ago, the Village requested from 17777 Old Cutler Road, LLC, otherwise known as the Palmetto Bay Village Center (PBVC), an access (ingress and egress) and parking easement from PBVC to the Village's Ludovici Park and Palmetto Bay Library property (also known as the Celestia Delamour property). PBVC, through its representative Scott Silver, agreed to the easement. Over time, the Village's architects, Wolfberg Alvarez, has designed the library facility and parking area to be contained on the proposed easement area located on the PBVC property. PBVC has approved the site plan and has assisted the Village in drafting the easement agreement. Wachovia, PBVC's first priority lien holder, has agreed to the easement.

FISCAL/BUDGETARY IMPACT:

The easement agreement and use of the PBVC easement area will allow the Village to proceed with its design of the Palmetto Bay Library and Ludovici Park and will allow the Village to place the required parking at the easement site.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT WITH 17777 OLD CUTLER ROAD, LLC, FOR THE VILLAGE TO MAINTAIN AN ACCESS AND PARKING EASEMENT ACROSS A SPECIFIC PORTION OF 17777 OLD CUTLER ROAD, LLC PROPERTY KNOWN AS THE "PALMETTO BAY VILLAGE CENTER TO PROVIDE PARKING AND ACCESS TO THE PALMETTO BAY LIBRARY AND LUDOVICI PARK ADJACENT TO THE PALMETTO BAY VILLAGE CENTER SITE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council purchased the property formerly known as the Celestia Delamour property and have contracted to develop a library and park at the site; and,

WHEREAS, the principals of 17777 Old Cutler Road, LLC, the owners of the Palmetto Bay Village Center, located at 17777 through 18001 Old Cutler Road, have agreement to provide the Village with an access easement from the Palmetto Bay Village Center property to the library and Ludovici Park site; and,

WHEREAS, the access easement shall provide public parking for residents to use the library and park site; and,

WHEREAS, the Village shall be able to construct the public parking facility at the Palmetto Bay Village Center location, along with landscaping; and,

WHEREAS, it is a benefit to the community to approve and record an easement agreement with the Palmetto Bay Village Center property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The easement agreement attached hereto as Exhibit 1, is incorporated by reference into this resolution and is hereby approved.

Section 2. The Village Manager is authorized to execute and record in the public records the perpetual access easement to the specific site at the Palmetto Bay Village Center property owned by 17777 Old Cutler Road, LLC.

**EASEMENT AGREEMENT BETWEEN
PALMETTO BAY VILLAGE CENTER, LLC AND
THE VILLAGE OF PALMETTO BAY**

THIS INDENTURE ("Agreement") made and entered into this ___ day of _____, 2008, by and between 17777 Old Cutler Road, LLC, a Georgia limited liability company ("Owner"), and the Village of Palmetto Bay ("Village"), a Florida municipal corporation under the laws of the State of Florida.

WITNESSETH: in consideration of the sum of \$10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. Owner is the owner of that certain property described as:

A portion of Tract "2" according to the plat thereof as recorded in Plat Book 1 at page 1 of the public records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the intersection of S.W. 176th Street and Old Cutler Road, said point being the beginning of a curve concave to the Northwest, of which the radius point lies N64°41'14"W, a radial distance of 2,864.93 feet; thence southwesterly along the arc of said curve, being coincident with the centerline of Old Cutler Road, through a central angle of 02°48'48", a distance of 140.67 feet to a point of tangency; thence S28°07'34"W for a distance of 172.31 feet along the centerline of Old Cutler Road to a point; thence N87°39'08"E for a distance of 40.61 feet to a point on the easterly right-of-way line of Old Cutler Road, said point being the point of beginning of the hereinafter described parcel; thence S61°52'26"E for a distance of 131.32 feet to a point, said point being on the southerly line of the aforementioned Tract "2"; thence continue along the southerly line of said Tract "2" S87°39'08"W for a distance of 152.37 feet to a point on the easterly right-of-way line of Old Cutler Road; thence N28°07'34"E for a distance of 77.27 feet along the easterly right-of-way line of Old Cutler Road to the point to beginning.

Containing 5,073.59 square feet and/or .012 acres more or less.

and that said lands ("Premises") are desired by the Village for the purpose of a public easement (as hereinafter defined) associated with the development and use of a Library, Community Center and park on the Village's adjoining parcel ("Village Library Parcel") bearing the following address: 17641 Old Cutler Road, Palmetto Bay, Florida, and legal description:

Beginning at a point on the East side of the County Road 187. feet due South of the South Boundary of the Town of Cutler thence Southerly along said County Road to a point 338 feet due South of said South Boundary of the Town of Cutler, thence East 1000 feet to Biscayne Bay, thence Northeasterly along Biscayne Bay and parallel to said County Road to a point 187. feet South of the South boundary line of the Town of Cutler, thence West 1000 feet to the Point of Beginning together with Riparian Rights lying between above described land and the channel of Biscayne Bay, said above described land being in the NE 1/4, SW 1/4, of Section 35, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND All that certain tract or parcel of land lying and being situated in Miami-Dade County, State of Florida, and being described as follows:

T. 55 S, R 40 E, S 35

Commencing at the intersection of the Easterly Right of Way of Old Cutler Road and a line 187.5 feet South of the South boundary of the Town of Cutler. Then go N 87E39'08" E for 750 feet to the Point of Beginning. For the Northern boundary of the Tract continued 87E39'08" E from the Point of Beginning for 169 feet, more or less, to the mean high water line of Biscayne Bay and a point hereafter designated as Point A, for the Western, Southern and Eastern boundaries, go S 07E24'35"W from the Point of Beginning for 152.71 feet to the South line of Tract 2, of DAUGHERTY'S SUBDIVISION, as recorded in Plat Book 1 at Page 1 of the Public Records of Miami-Dade County, Florida, then go N87E39'08"E for 152 feet, more or less, to the mean high water line of Biscayne Bay then go Northerly along said mean high line to Point A.

2. Subject to the terms and conditions of this Agreement, Owner does hereby grant to Village the following easements:

- (i) a non-exclusive easement for the purpose of providing the Village and its residents with vehicular and pedestrian access, ingress and egress from Old Cutler Road over and across the sidewalks, parking lot, driveways and paths more specifically delineated in the site plan ("Site Plan") attached to this Agreement as Exhibit 1, which site plan is incorporated by reference;

- (ii) a non-exclusive easement for the purpose of providing Village and its residents with surface parking spaces in the parking lot more specifically delineated in the Site Plan for use when using the Library, Community Center and park located on the Village Library Parcel;
- (iii) a non-exclusive easement for the purpose of permitting Village and its contractors and laborers to develop and construct the parking lot, driveways and paths more specifically delineated in the Site Plan and for staging construction and storage of materials in connection with the development of the Library, Community Center and the park on the Village Parcel ("Construction Easement");
- (iv) a non-exclusive easement over, upon and under the Premises for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities serving the Library, Community Center and park located on the Village Parcel and the parking lot, driveways and paths more specifically delineated in the Site Plan;
- (v) a non-exclusive easement for the purpose of permitting Village and its contractors to repair and maintain the parking lot, driveways and paths more specifically delineated in the Site Plan; and
- (vi) a non-exclusive easement for the purpose of providing Village's fire, police, health and sanitation and other public service personnel and vehicles access, ingress and egress over and across the Premises in the performance of their respective duties.

The easements described in subsection (1) through (vi) sometimes hereinafter are referred to collectively as the "Easements" and singularly as an "Easement". The uses described above for which each Easement may be utilized by Village sometimes hereinafter are referred to collectively as the "Permitted Uses. The Construction Easement shall commence on the date of this Agreement and terminate on the date of the completion of the construction of the parking lot, driveways and paths more specifically delineated in the Site Plan. All of the Easements other than the Construction Easement shall commence on the date of this Agreement and terminate on the date the Village Parcel ceases to be used by Village primarily as a public Library, Community Center and park.

3. This Agreement shall be recorded in public records of Miami-Dade County; and that the Easements shall inure to the benefit of the Village for the purposes of public easements considered and proclaimed by the parties hereto to be a covenant running with the Premises for as long as the Premises for the terms set forth above. All obligations of Village under this agreement shall inure to and benefit Owner and its successors and assigns as owner of the Premises.

4. The Owner hereby reserves from the Easements granted above all rights and interests not specifically granted to Village and all uses and enjoyment of the Premises

that will not interfere with the Permitted Uses. Without limiting in any way the general reservation made in the preceding sentence, Owner hereby reserves (i) the right, but not the obligation, to enter upon the Premises at such times and at such places during reasonable business hours, for the purpose of inspecting the Premises or for any purpose whatsoever, (ii) the right to construct improvements other than those designated in the Site Plan, including but not limited to security facilities and gates along the shaded area of the Site Plan and (iii) the right to grant non-exclusive easements in its sole and absolute discretion in favor of persons and entities who are not Village over and upon the Premises (or portions thereof) for (x) pedestrian and/or vehicular access, ingress and egress to and from all or any portion of the remainder of Owner's property and (y) for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities serving all or any portion of the remainder of Owner's property.

5. Village covenants, warrants, and agrees that the Easements shall be used by Village only for the Permitted Uses, and that Village, its contractors, subcontractors, employees, and agents and all other persons using the Easements (collectively, "Permitted Parties") will comply with all laws, rules, and regulations of all federal, state, city and county governments and other authorities having jurisdiction (collectively, "AHJ"), and of any lawful order of any officer thereof, relating to the use of the Easements. No Permitted Party shall bring (other than fuel in parked vehicles) or release fuel, hazardous materials, solid waste or other toxic materials on, at, in or above the Premises. Used in this Agreement, the term "hazardous material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority in the State of Florida or by any governmental authority of the United States.

6. Village covenants, warrants, and agrees that the Premises shall be maintained in compliance with the covenants, restrictions and maintenance obligations of Owner relating to maintaining the native vegetation on the Premises (as proscribed in Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants recorded May 1, 1989 at Official Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida and any other covenants or restrictions requiring maintenance of a landscaping buffer as described below;, collectively, "Vegetation Covenants" incorporated herein by reference). The Vegetation Covenants include, without limitation, the obligation that Village maintain native vegetation on the Premises so that no existing buildings on the Premises or on the existing buildings in the remainder of Owner's property are visible from those portions of Old Cutler Road adjoining the Premises and the Village Parcel. Village's maintenance of such required buffering shall in no way limit or negate Owner's obligations under the Vegetation Covenants to maintain the visual landscape buffer on the remainder of Owner's property.

7. Village shall erect and maintain in good working order and aesthetically pleasing condition fences reasonably approved by Owner separating the Premises from the remainder of Owner's property. Village shall ensure that for the term of this Agreement the roadways, sidewalks, paved pathways, and curbs are not deteriorated due to Village's use of the Premises beyond normal wear and tear. Additionally, during construction of the Library, Community Center and park, Village will screen such fences and gates in order to visually block the activities on the Premises from view by the remainder of Owner's Property. During construction the Village can install a chain link fence typically used during construction. However, upon completion of construction, the Village shall ensure that the fencing separating the Premises from the remainder of Owner's property is in good working order, and consistent in grade and size as the fencing currently existing on the remainder of the Owner's property. Owner reserves the right, but not the obligation, to upgrade the type of fencing surrounding the premises.

8. Village warrants, covenants and agrees that Village shall not install a sewer system on the Premises, and that all stormwater retention/detention facilities necessary to serve the roadways, sidewalks, paved pathways, and curbs on the Premises and the Library, Community Center, park and other improvements on the Village Parcel shall be located entirely on the Village Parcel.

9. Village hereby further warrants, covenants and agrees that it will not assign the Easements, this Agreement, or any interest therein, either voluntarily or involuntarily to any person or entity without the prior written authorization of Owner, which authorization will not be unreasonably withheld.

10. It is further mutually understood and agreed that if suit be brought to correct any breach of any provision or condition of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs, including paralegal fees, for commencing or prosecuting any action, through trial, and any appeal. Venue for any litigation shall be Miami-Dade County, Florida, and this Agreement shall be interpreted under Florida law. Notwithstanding anything to the contrary, in the event that any AHJ except Village no longer allows use of the Premises for the purposes described in subparagraph 2(i), 2 (ii) or 2(v), then either party shall have the right to terminate this Agreement upon delivering written notice thirty (30) days prior to the effective date of such termination, whereupon Village promptly shall remove all property and improvements from the Premises at its sole cost and expense. After the removal of such items, Owner may re-enter the Premises and the parties hereto shall have no further obligations to each other except for those obligations that expressly survive any termination of this agreement.

11. Village hereby indemnifies and agrees to defend and hold harmless Owner, its members, partners, officers, agents and employees from and against any and all claims, suits, actions, and causes of action, as well as the costs of removal, remediation and monitoring of a condition of construction, and/or environmental contamination caused by or arising out of Village's or any Permitted Parties' (i) construction, operation or maintenance of the Premises, (ii) use or enjoyment of the Easements, or (iii) breach of

this Agreement, including, in each case, all costs, attorneys' fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment or decree which may be entered in any action or proceeding, except to the extent caused by or arising out of the gross negligence, strict liability, intentional torts or criminal acts of the Owner, its members, partners, officers, agents, employees or contractors. In the event that a judgment covered by the foregoing indemnity shall be rendered in any suit or action against Owner, Village shall either fully satisfy or bond the judgment within sixty (60) days after Village shall have received written notice from Owner or court of competent jurisdiction of the judgment following the final determination of the suit or action, if determined adversely to the Owner. If Village shall fail to satisfy or bond the judgment within the designated time period set forth in this Agreement, then the failure shall be a violation of this Agreement. Nothing in this Agreement shall be construed to affect in any way Village's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in section 768.28, Florida Statutes. The provisions of this section shall survive any termination of this Agreement.

12. Village shall maintain during the term of this Agreement commercial general liability insurance with personal injury and property damage liability with limits of \$1,000,000.00 for combined single limit per occurrence for bodily injury and property damage with a general aggregate limit of \$2,000,000.00, provided that Owner may require that Village increase such limits in reasonable amounts during the term of the Agreement by Owner. The policy shall name Owner as additional insured.

(a) Village shall furnish certificates of insurance to the Owner prior to the commencement of the Permitted Use. The certificates shall clearly indicate that Village has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to Owner.

(b) Compliance with the foregoing requirements shall not relieve Village of its liability and obligations under this Agreement.

13. It is further understood and agreed by and between the parties that the warranties, covenants and provisions set forth in this Agreement and made by Village are expressly made conditions to Village's continued use of the Premises, and if, during the term that this Agreement is in effect, Village fails or defaults in the faithful performance or keeping of any of the provisions of this Agreement, and the failure or default shall continue for a period of thirty (30) days after receipt by Village of written notice from Owner, specifying the particulars in which Village is in default, then Owner, at its option, forthwith and without further notice to Village, may terminate and end this Agreement and all rights of Village hereunder; whereupon Owner may re-enter the Premises and remove all persons and property, at Village's sole cost and expense, unless within the said period of thirty (30) days Village, in good faith, shall have commenced and, if reasonably possible, completed such performance for the purpose of curing the default.

14. The Premises shall be developed by Village in accordance with Exhibit 1. Village shall construct the parking lot and entrance reconfiguration as depicted in construction documents based upon the site plan shown on Exhibit 1 to be approved by Owner, which approval cannot be unreasonably withheld, conditioned or delayed. Village shall be responsible for all expenditures, including all entry reconfigurations, associated with the construction of the improvements depicted in Exhibit 1. Village shall properly maintain the screening of the Premises in the aesthetically pleasing manner. Subject to further restriction by AHJ, the time of works are Monday through Saturday, 7:00 a.m. to 6:30 p.m. No staging uses are allowed on Sundays. When the Premises are not in use for construction activities, Village shall secure the fence surrounding the Premises by locking the gates. Notwithstanding the designation of the Premises, the existing roadways contained therein shall be kept clear of all materials and Owner reserves the right of access across same at all times. After completion of all such work, Village will restore the existing roadways, including but not limited to any connection to the adjacent roadways to the conditions they were in immediately prior to the commencement of the work.

15. Enforcement shall be by action against any parties or persons violating or attempting to violate any provision of this Agreement. Village acknowledges that, due to the impact such actions may have on Owner's remaining property, its failure to comply with the terms of this Agreement will give rise to irreparable injury to Owner, and such injury may not be adequately compensated by damages. Accordingly, Owner may seek injunctive relief against the breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available, without the requirement of posting a bond. The prevailing party to any action or suit pertaining to or arising out of this Agreement 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, including paralegal fees and costs. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

16. 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.

17. This Agreement shall be recorded in the public records of Miami-Dade County at Village's expense.

18. For the first ten (10) years of the term of this Agreement, Owner agrees to pay to Village of Palmetto Bay the sum of \$5,000, per year, which funds are to be used to enhance the Library and Community Center.

19. Whenever notice is required, it shall be addressed as follows until written notice of change of address is given to the other party and shall be sent by overnight carrier, Certified Mail, postage prepaid or via hand delivery provided a receipt is given:

Owner: 17777 Old Cutler Road, LLC,
a/k/a The Palmetto Bay Village Center
18001 Old Cutler Road, Suite 600
Palmetto Bay, Florida 33157
Attention: Scott Silver, Manager
Telephone: (305) 377-8802

With a copy to: 17777 Old Cutler Road, LLC
c/o Goddard Investment Group, LLC
3390 Peachtree Road, Suite 1200
Atlanta, GA 30326
Attention: Steve DeVinney, Asset Manager
Telephone: (404) 442-5510

Village: Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157
Attention: Ron E. Williams, Village Manager
Telephone: (305) 259-1234

With a copy to: Eve A. Boutsis, Office of General Counsel
Nagin Gallop Figueredo, P.A.
18001 Old Cutler Road, Suite 556
Miami, Florida 33157
Telephone: 305-854-5353
Facsimile: 305-854-5351

20. Village shall not cause or permit any mechanics' liens or any other encumbrances to affect the Premises. At Owner's option, relevant provisions of Chapter 713, Florida Statutes, shall be complied with by Village.

21. In the event of any litigation concerning this Agreement, Village and Owner hereby agree to waive any trial by jury.

22. Village shall not trespass on property adjacent to the Premises.

23. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties other than the relationship of Owner as licensor and Village as licensee.

24. If any term, covenant or condition of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or

condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

25. It is understood and agreed that "time is of the essence" and this applies to all terms and conditions contained in this Agreement.

26. Owner hereby acknowledges that after approval by applicable mortgagee(s) it has the right and the authority to grant the Easement to the Village. access to the premises and to permit Village to use the premises as set forth herein. The parties agree that this Agreement shall not be deemed effective until such time as Owner secures such consent in writing from mortgagee(s) and provides a copy of same to Village.

27. The parties acknowledge that all documents prepared under this Agreement shall be public records, and shall be subject to public inspection and copying, as provided by chapter 119, Florida Statutes. Upon conclusion of this Agreement and any extensions, after written request by Village all pertinent documents shall be delivered by Owner to Village.

28. Village warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Village has not paid, and will not pay, a fee the amount of which is contingent upon the Owner awarding this Agreement to Village.

29. Village warrants that to its knowledge neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this Agreement in violation of any of the provisions of Miami-Dade County or Village's conflict of interest and code of ethics ordinances.

30. Each of the signatories to this Agreement warrant that s/he is duly authorized, by the appropriate action of his or her respective Village Council, board of directors or other authority, to execute this Agreement and to bind the parties hereto to the promises, terms, conditions and warranties contained in this Agreement.

31. This Agreement, when signed by all of the parties, constitutes the full and complete understanding and agreement of all the parties hereto and may not be in any manner interpreted or fulfilled in contradiction of its express terms.

32. This Agreement and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this Agreement will govern over the provisions of any incorporated documents.

33. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same

Agreement. The parties hereby acknowledge and agree that facsimile signature of this Agreement shall have the same force and effect as original signatures.

34. In the event a court must interpret any word or provision of this Agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed in this Agreement to be effective on the ___ day of February, 2008.

VILLAGE OF PALMETTO BAY

By: _____
Ron E. Williams,
Village Manager

ATTEST:

Meighan J. Rader,
Village Clerk

SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me this ___ day of _____, 2008, by Ron E. Williams, Village Manager, Village of Palmetto Bay, who is ___ personally known to me or ___ produced _____ as identification.

Notary Public – State of Florida
Printed Name: _____
Commission No.:

My Commission Expires:

17777 OLD CUTLER ROAD,
L.L.C., a Georgia limited liability
company

By: Palmetto Bay Village Center,
L.L.C., a Florida limited liability
company
Its: Manager

By: _____
Scott A. Silver,
Manager & President

WITNESSED:

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me this _____ day of _____, 2008, by
Scott Silver, President, Palmetto Bay Village Center, LLC, who is _____ personally
known to me or _____ produced _____ as identification.

Notary Public – State of Florida
Printed Name: _____
Commission No.:

My Commission Expires:

LOCATION MAP

A PORTION OF SW 1/4 OF SECTION 35-55-40
(NOT TO SCALE)

NORTH



P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR VEGETATION COVENANTS EASEMENT

DATE:	DRAWN BY	SCALE:	JOB No.	SHEET:
12-06-07	DF	AS SHOWN	0602-00134-003	1 of 4

SURVEYOR'S NOTES AND CERTIFICATE

SURVEYOR'S NOTES:

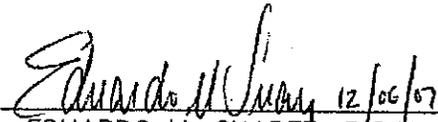
- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and bearing shown hereon are based on an assumed meridian of S28°07'34"W, along the centerline of OLD CUTLER ROAD.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of the ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.
- 6) The intent of this description is to encompass a proposed Vegetation Covenants Easement.

SURVEYOR'S CERTIFICATE:

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6 Florida Administrative Code.

Date: DECEMBER 6th, 2007


 EDUARDO M. SUAREZ, P.S.M.
 Professional Surveyor and Mapper
 State of Florida, Registration No. 6313

P(3)SM, L.L.C.			L.B. No. 7335	
PROFESSIONAL SURVEYORS & MAPPERS				
3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913				
SKETCH AND LEGAL DESCRIPTION FOR VEGETATION COVENANTS EASEMENT				
DATE:	DRAWN BY	SCALE:	JOB No.	SHEET:
12-06-07	DF	NOT APPLICABLE	0602-00134-003	2 of 4

LEGAL DESCRIPTION

EXHIBIT "A"

A PORTION OF TRACT "2" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF S.W. 176th STREET AND OLD CUTLER ROAD, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, OF WHICH THE RADIUS POINT LIES N64°41'14"W, A RADIAL DISTANCE OF 2,864.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING COINCIDENT WITH THE CENTERLINE OF OLD CUTLER ROAD, THROUGH A CENTRAL ANGLE OF 02°48'48", A DISTANCE OF 140.67 FEET TO A POINT OF TANGENCY; THENCE S28°07'34"W FOR A DISTANCE OF 172.31 FEET ALONG THE CENTERLINE OF OLD CUTLER ROAD TO A POINT; THENCE N87°39'08"E FOR A DISTANCE OF 40.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE S61°52'26"E FOR A DISTANCE OF 131.32 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT "2"; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID TRACT "2" S87°39'08"W FOR A DISTANCE OF 152.37 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD; THENCE N28°07'34"E FOR A DISTANCE OF 77.27 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD TO THE POINT OF BEGINNING.

CONTAINING 5,073.59 SQUARE FEET AND/OR 0.12 ACRES MORE OR LESS.

P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR VEGETATION COVENANTS EASEMENT

DATE:	DRAWN BY:	SCALE:	JOB No.	SHEET: ..
12-06-07	DF	NOT APPLICABLE	0602-00134-003	3 of 4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

NORTH

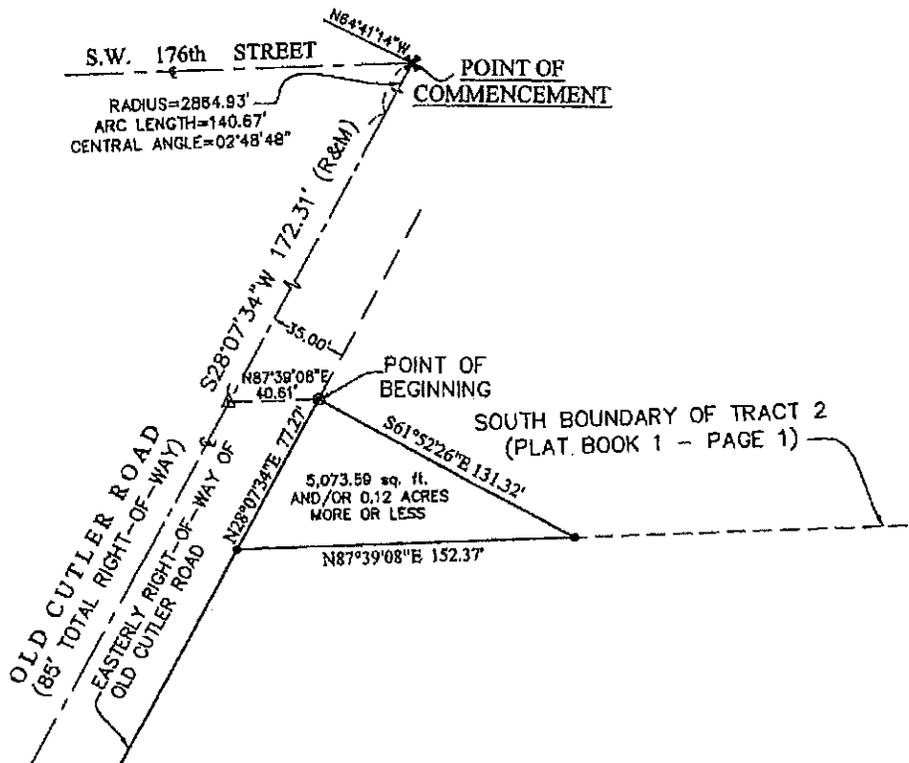


GRAPHIC SCALE



(IN FEET)

1 inch = 80 ft.



P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

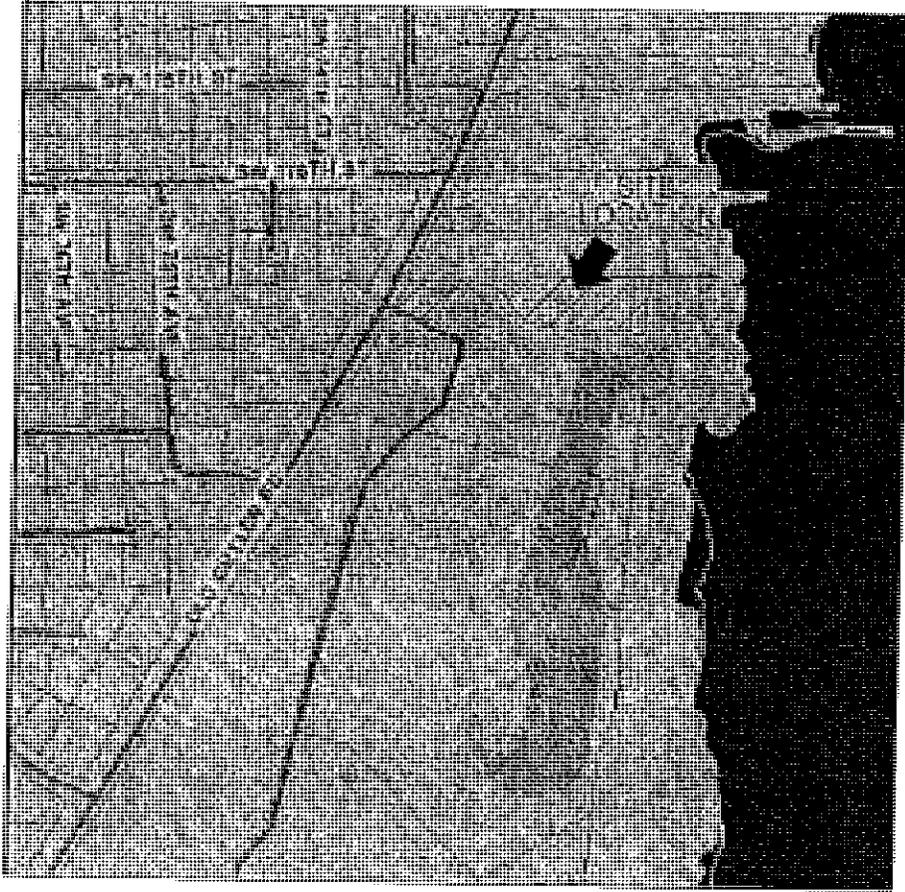
SKETCH AND LEGAL DESCRIPTION FOR VEGETATION COVENANTS EASEMENT

DATE: 12-06-07	DRAWN BY: DF	SCALE: AS SHOWN	JOB No. 0602-00134-003	SHEET: 4 of 4
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LOCATION MAP

(NOT TO SCALE)

NORTH



P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT

DATE:	DRAWN BY	SCALE:	F.B. / PG.	JOB No.	SHEET:
08-08-2006	JP	AS SHOWN	N/A	0602-00134-002	1 of 5

SURVEYOR'S NOTES AND CERTIFICATE

SURVEYOR'S NOTES:

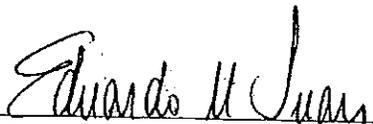
- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and bearing shown hereon are based on an assumed meridian of N 28°07'34" E, along the centerline of OLD CUTLER ROAD.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of the ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.
- 6) The intent of this description is to encompass a proposed Parking Easement.

SURVEYOR'S CERTIFICATE:

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6 Florida Administrative Code.

Date: AUGUST 8th, 2006


EDUARDO M. SUAREZ, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No. 6313

P(3)SM, L.L.C. PROFESSIONAL SURVEYORS & MAPPERS 3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913					L.B. No. 7335
SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT					
DATE:	DRAWN BY	SCALE:	F.B. / PG.	JOB No.	SHEET:
08-08-2006	JP	AS SHOWN	N/A	0602-00134-002	2 of 5

ROADWAY RIGHT-OF-WAY ACQUISITION

TRACT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

A PORTION OF TRACT "A" OF "BURGER KING WORLD HEADQUARTERS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127 AT PAGE 86 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF S.W. 176th STREET AND OLD CUTLER ROAD, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N64°41'14"W, A RADIAL DISTANCE OF 2,864.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°48'48", A DISTANCE OF 140.67 FEET TO A POINT OF TANGENCY; THENCE S28°07'34"W FOR A DISTANCE OF 249.44 FEET ALONG THE CENTERLINE OF OLD CUTLER ROAD; THENCE RUN N87°39'08"E FOR A DISTANCE OF 40.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY A DISTANCE OF 762.08 FEET ALONG THE SOUTH BOUNDARY OF TRACT 2 (P.B.1 - PG.1); THENCE S04°57'08"W FOR A DISTANCE OF 187.56 FEET; THENCE N85°02'52"W FOR A DISTANCE OF 33.56 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N61°06'20"E, A RADIAL DISTANCE OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 31.42 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N00°00'03"E, A RADIAL DISTANCE OF 1,025.89 FEET; THENCE WESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 04°17'31", A DISTANCE OF 76.85 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS S06°20'06"E, A RADIAL DISTANCE OF 708.54 FEET; THENCE WESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 11°31'27", A DISTANCE OF 142.51 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS S01°53'31"E, A RADIAL DISTANCE OF 179.76 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 35°16'28", A DISTANCE OF 110.67 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS S41°35'41"W, A RADIAL DISTANCE OF 279.52 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 15°10'53", A DISTANCE OF 74.06 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N66°40'19"E, A RADIAL DISTANCE OF 75.52 FEET; THENCE NORTHWESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 76°56'25", A DISTANCE OF 101.42 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS S12°24'32"E, A RADIAL DISTANCE OF 766.26 FEET; THENCE WESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 06°08'56", A DISTANCE OF 82.23 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N08°37'20"W, A RADIAL DISTANCE OF 25.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 55°30'20", A DISTANCE OF 24.60 FEET; THENCE S29°11'12"W FOR A DISTANCE OF 31.36 FEET; THENCE S26°59'47"W FOR A DISTANCE OF 28.81 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N67°50'27"W, A RADIAL DISTANCE OF 22.65 FEET; THENCE SOUTHERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 38°30'00", A DISTANCE OF 15.22 FEET TO A POINT OF NON-TANGENCY; THENCE S00°52'11"W FOR A DISTANCE OF 18.57 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N13°08'38"W, A RADIAL DISTANCE OF 27.16 FEET; THENCE SOUTHWESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 75°55'26", A DISTANCE OF 35.99 FEET TO A POINT OF NON-TANGENCY; THENCE S44°45'09"W FOR A DISTANCE OF 19.98 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N47°34'38"E, A RADIAL DISTANCE OF 349.99 FEET; THENCE NORTHWESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 20°17'29", A DISTANCE OF 123.95 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS N27°44'03"E, A RADIAL DISTANCE OF 22.01 FEET; THENCE WESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 43°44'36", A DISTANCE OF 16.80 FEET TO A POINT OF NON-TANGENCY; THENCE N28°07'34"E FOR A DISTANCE OF 101.10 FEET TO THE POINT OF BEGINNING.
CONTAINING 93,012.66 SQUARE FEET OR 2.14 ACRES, MORE OR LESS.

P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT

DATE:	DRAWN BY	SCALE:	F.B. / PG.	JOB No.	SHEET:
08-08-2006	JP	AS SHOWN	N/A	0602-00134-002	3 of 5

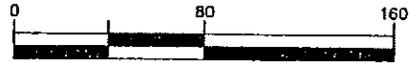
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

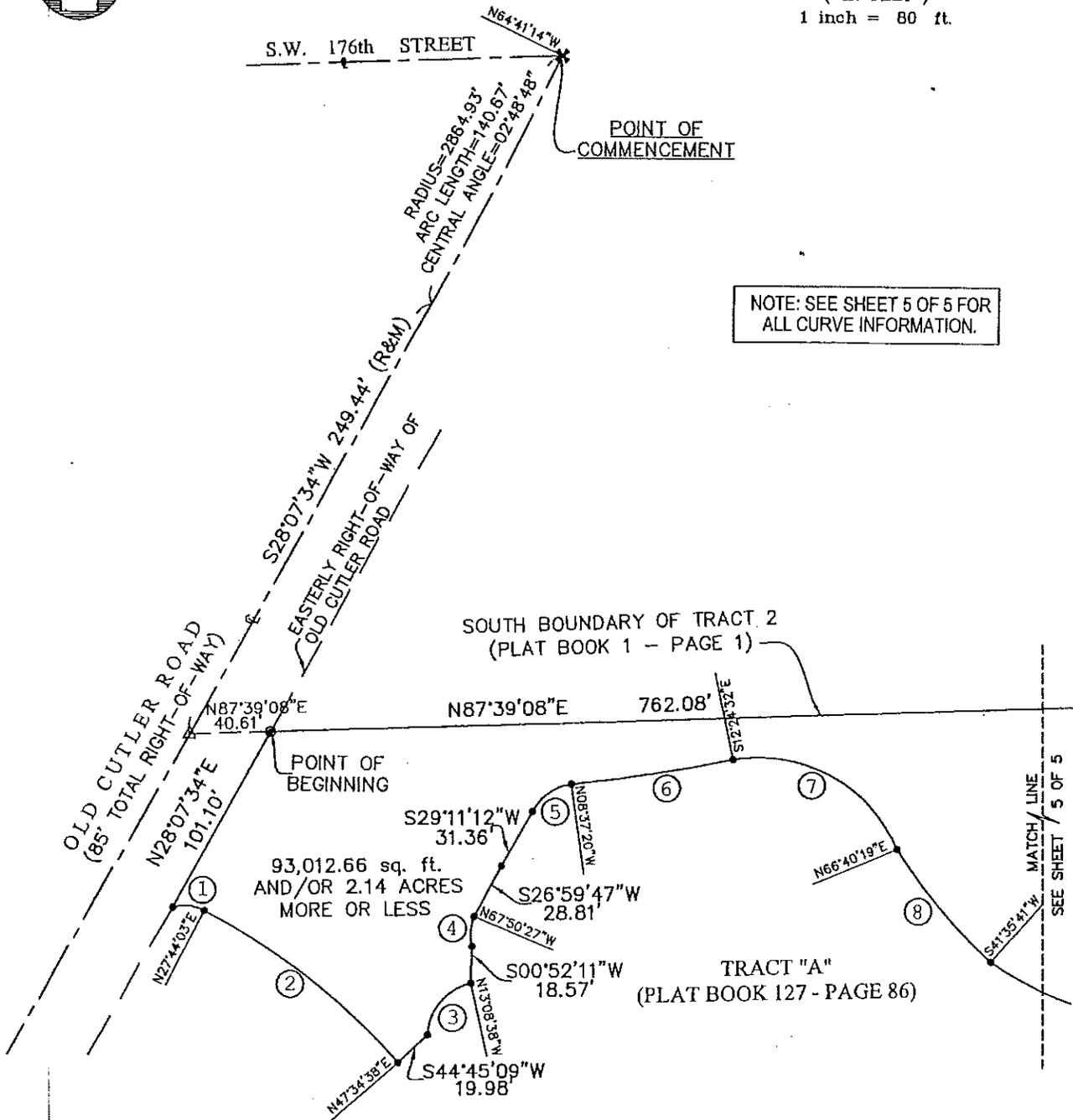
NORTH



GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.



NOTE: SEE SHEET 5 OF 5 FOR ALL CURVE INFORMATION.

P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

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08-08-2006	JP	AS SHOWN	N/A	0602-00134-002	4 of 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

NORTH

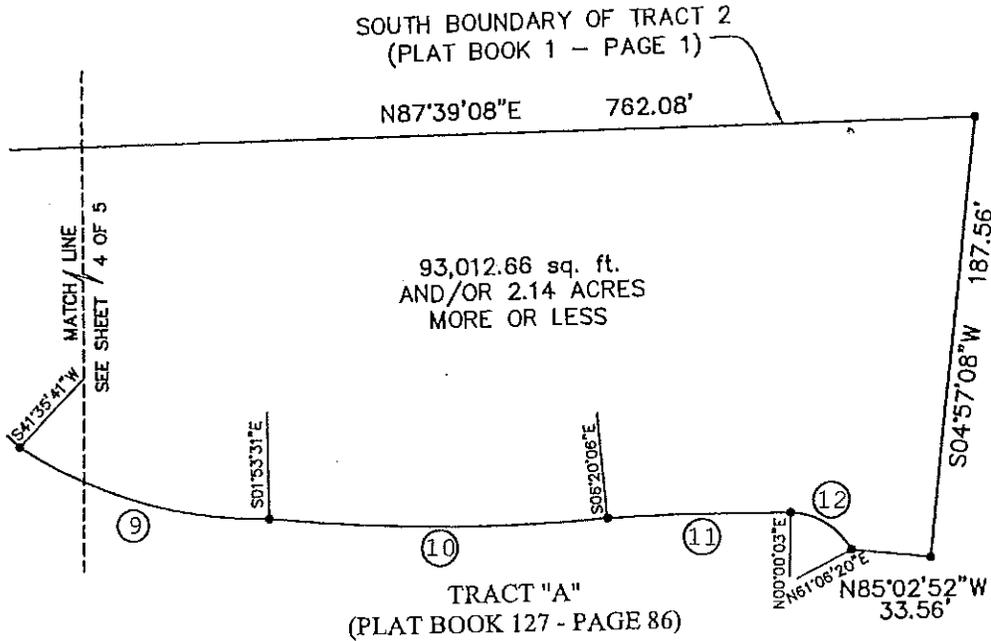


GRAPHIC SCALE



(IN FEET)

1 inch = 80 ft.



CURVE INFORMATION:

- | | | | |
|--|--|--|--|
| ① CENTRAL ANGLE: 43°44'36"
ARC LENGTH: 16.80'
RADIUS: 22.01' | ④ CENTRAL ANGLE: 38°30'00"
ARC LENGTH: 15.22'
RADIUS: 22.65' | ⑦ CENTRAL ANGLE: 76°56'25"
ARC LENGTH: 101.42'
RADIUS: 75.52' | ⑩ CENTRAL ANGLE: 11°31'27"
ARC LENGTH: 142.51'
RADIUS: 708.54' |
| ② CENTRAL ANGLE: 20°21'05"
ARC LENGTH: 124.32'
RADIUS: 349.99' | ⑤ CENTRAL ANGLE: 55°30'20"
ARC LENGTH: 24.60'
RADIUS: 25.40' | ⑧ CENTRAL ANGLE: 15°10'53"
ARC LENGTH: 74.06'
RADIUS: 279.52' | ⑪ CENTRAL ANGLE: 4°17'31"
ARC LENGTH: 76.85'
RADIUS: 1025.89' |
| ③ CENTRAL ANGLE: 75°55'26"
ARC LENGTH: 35.99'
RADIUS: 27.16' | ⑥ CENTRAL ANGLE: 6°08'56"
ARC LENGTH: 82.23'
RADIUS: 766.26' | ⑨ CENTRAL ANGLE: 35°16'28"
ARC LENGTH: 110.67'
RADIUS: 179.76' | ⑫ CENTRAL ANGLE: 60°00'00"
ARC LENGTH: 31.42'
RADIUS: 30.00' |

P(3)SM, L.L.C.

PROFESSIONAL SURVEYORS & MAPPERS

3900 N.W. 79th AVENUE, SUITE #235 DORAL, FLORIDA 33166 PHONE:(305) 463-0912 FAX:(305) 463-0913

L.B. No. 7335

SKETCH AND LEGAL DESCRIPTION FOR PARKING EASEMENT

DATE: 08-08-2006	DRAWN BY JP	SCALE: AS SHOWN	F.B. / PG. N/A	JOB No. 0602-00134-002	SHEET: 5 of 5
---------------------	----------------	--------------------	-------------------	---------------------------	------------------

1 RESOLUTION NO. _____
2
3

4 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
5 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO REAL
6 PROPERTY; RELEASING AN INTEREST IN CERTAIN REAL
7 PROPERTY AND ABANDONING A RIGHT-OF-WAY FOR THREE
8 PORTIONS OF ROADS LOCATED WITHIN THE CHARLES DEERING
9 ESTATE: ROAD SECTION 1: 72 AVENUE BETWEEN SW 156 STREET
10 AND SW 164 TERRACE, ROAD SECTION 2: 72 AVENUE BETWEEN SW
11 168 STREET AND SW 169 STREET, and ROAD SECTION 3: SW 169
12 STREET BETWEEN SW 72 AVENUE AND BISCAYNE BAY;
13 PROVIDING FOR REVERTER OF TITLE TO ADJACENT PROPERTY
14 OWNERS; PROVIDING AN EFFECTIVE DATE.
15

16 WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay hold title to
17 public land in trust and have the power to discontinue the use of streets and alleys, and to abandon
18 and vacate rights-of-way when it is in the public interest; and,
19

20 WHEREAS, Miami-Dade County Park and Recreation Department received approval in
21 1999 for the most recent General Plan for the property that included, among many enhancements,
22 planned improvements to SW 72nd Avenue and SW 169 Street for bicycle and pedestrian uses; and,
23

24 WHEREAS, prior to this, the Miami-Dade County Park and Recreation Department had
25 installed swing gates to temporarily insure safe public use of these three roads; and,
26

27 WHEREAS, now, Miami-Dade County seeks to formally and permanently eliminate
28 vehicular access on these roadway segments; and,
29

30 WHEREAS, without a road closing, the road may be unsafe to users and Miami-Dade
31 County's ability to restrict unauthorized access to vulnerable natural areas will be adversely impacted;
32 and,
33

34 WHEREAS, the State of Florida acquired interest in the property through purchase of the
35 Estate there already being a dedication made pursuant to "Charles Deering Estate" Plat (PB 34-30)
36 and conveyed such interest through a Sub-Lease Agreement, FL DNR to Miami-Dade County,
37 through its Park and Recreation Department, to manage and maintain the property under MDC
38 Resolution 594-87.
39

40 WHEREAS, certain owners of the property abutting the right-of-way for three portions of
41 roads located within the Charles Deering Estate, with the following legal description:
42

43 ROAD SECTION 1: 72 AVENUE BETWEEN SW 156 STREET AND SW 164
44 TERRACE

1
2 Being a portion of Section 26, Township 55 South, Range 40 East, of
3 CHARLES DEERING ESTATE, according to the Plat thereof as
4 recorded in Plat Book 34, at Page 30, of the Public Records of Miami
5 Dade County, Florida, being more particularly described as follows:
6

7 Commence at the South $\frac{1}{4}$ corner of said Section 26; thence N
8 $2^{\circ}58'00''$ W along the West SE $\frac{1}{4}$ Section line of said Section 26, for
9 a distance of 1235.45 feet; thence S $87^{\circ}26'23''$ E a distance of 25.00
10 feet to the Point of Beginning of the hereinafter described parcel;
11 thence N $02^{\circ}58'00''$ W a distance of 665.85 feet; thence to the point
12 of curvature of a circular curve concave to the west; thence run
13 northwesterly and westerly along the arc of said circular curve having
14 a radius of 325.00 feet, through a central angle of $30^{\circ}12'57''$ for a arc
15 distance of 171.39 feet to the point of reverse curvature with a
16 circular curve concave to the east; thence run northwesterly and
17 northeasterly along the arc of said circular curve having a radius of
18 1960.00 feet, through a central angle of $50^{\circ}32'18''$ for a arc distance
19 of 1728.84 feet to the point of compound curvature with a circular
20 curve concave to the southeast; thence run northeasterly along the
21 arc of said circular curve having a radius of 827.07 feet, through a
22 central angle of $17^{\circ}19'44''$ for a arc distance of 250.14 feet to the
23 point of reverse curvature with a circular curve concave to the
24 northwest; thence run northeasterly along the arc of said circular
25 curve having a radius of 325.00 feet, though a central angle of
26 $11^{\circ}02'17''$ for a arc distance of 62.61 feet; thence N $87^{\circ}58'25''$ W a
27 distance of 54.65 feet; thence to the point of curvature of a circular
28 curve concave to the southwest; thence run southwesterly and
29 westerly along the arc of said circular curve having a radius of 375.00
30 feet, through a central angle of $14^{\circ}39'28''$ for a arc distance of 95.93
31 feet to the point of reverse curvature with a circular curve concave to
32 the southeast; thence run southwesterly along the arc of said circular
33 curve having a radius of 777.07 feet, through a central angle of
34 $17^{\circ}19'44''$ for a arc distance of 235.02 feet to the point of compound
35 curvature with a circular curve concave to the east; thence run
36 southwesterly and southeasterly along the arc of said circular curve
37 having a radius of 1910.00 feet, through a central angle of $50^{\circ}32'18''$
38 for a arc distance of 1684.74 feet to the point of reverse curvature
39 with a circular curve concave to the southwest; thence run
40 southeasterly and southerly along the arc of said circular curve having
41 a radius of 375.00 feet, through a central angle of $30^{\circ}12'57''$ for a arc
42 distance of 197.76 feet; thence S $02^{\circ}58'00''$ E a distance of 666.35
43 feet; thence S $87^{\circ}36'23''$ W a distance of 50.00 feet to the Point of

1 Beginning. Lying and being in Miami Dade County, Florida and
2 containing 143,969 square feet or 3.31 acres, more or less.
3

4 ROAD SECTION 2: 72 AVENUE BETWEEN SW 168 STREET AND SW 169 STREET
5

6 Being a portion of Section 35, Township 55 South, Range 40 East, of
7 CHARLES DEERING ESTATE, according to the Plat thereof as
8 recorded in Plat Book 34, at Page 30, of the Public Records of Miami
9 Dade County, Florida, being more particularly described as follows:
10

11 Commence at the North East corner NW ¼ of said Section 35;
12 thence S 02°17'58" E along the Westerly line NW ¼ of said Section
13 35, for a distance 35.00 feet to the interception with the Southerly
14 Right of Way line of SW 168th Street, being the Point of Beginning of
15 the hereinafter described parcel; thence N 87°07'58" E along said
16 Southerly Right of Way line a distance of 25.00 feet; thence S
17 02°17'58" E a distance of 321.67 feet; thence S 87°39'21" W a
18 distance of 50.00 feet; thence N 02°17'58" W a distance of 321.67
19 feet; then N 87°17'52" E a distance of 25.00 feet to the Point of
20 Beginning. Lying and being in Miami Dade County, Florida and
21 containing 16,084 square feet or 0.37 acres, more or less.
22

23 ROAD SECTION 3: SW 169 STREET BETWEEN SW 72 AVENUE AND BISCAYNE BAY
24

25 Being a portion of Section 35, Township 55 South, Range 40 East, of
26 CHARLES DEERING ESTATE, according to the Plat thereof as
27 recorded in Plat Book 34, at Page 30, of the Public Records of Miami
28 Dade County, Florida, being more particularly described as follows:
29

30 Commence at the North East corner NW ¼ of said Section 35;
31 thence N 87°39'26" E along the North line of said Section 35, for a
32 distance of 25.00 feet; thence S 02°17'58" E a distance of 306.67 feet
33 to the Point of Beginning of the hereinafter described parcel; thence
34 N 87°39'21" E a distance of 815.53 feet more or less to the Mean
35 High Water line of Biscayne Bay; thence S 02°17'58" E a distance of
36 50.00 feet; thence S 87°17'52" W a distance of 815.53 feet more or
37 less to the interception of the south prolongation with the Easterly
38 Right of Way line of SW 72 avenue; thence N 02°17'58" W a distance
39 of 50.00 feet to the Point of Beginning. Lying and being in Miami
40 Dade County, Florida and containing 40,776 square feet or 0.94
41 acres, more or less.
42

43 have petitioned the Village to abandon the road portions; and,
44

1 WHEREAS, Miami-Dade County, DERM, and EEL are the sublessees of the properties
2 surrounding the three roadways in the Deering Estate, which roads are generally described as: Road
3 Section 1: 72 Avenue between SW 156 Street and SW 164 Terrace, Road Section 2: 72 Avenue
4 between SW 168 Street and SW 169 Street, and Road Section 3: SW 169 Street between SW 72
5 Avenue and Biscayne Bay.

6
7 WHEREAS, the right-of-way for the following three road sections: 72 Avenue between SW
8 156 Street and SW 164 Terrace, 72 Avenue between SW 156 Street and SW 164 Terrace, and SW
9 169 Street between SW 72 Avenue and Biscayne Bay are not being maintained; are not used for
10 emergency vehicle access to the rear of the properties; and are not used as legal access to any of the
11 properties abutting the right-of-way; and,

12
13 WHEREAS, the Village Public Works Director and Village Manager recommends
14 abandoning the right-of-way; and,

15
16 WHEREAS, on or about February 23, 2006, Miami-Dade County noticed a public
17 neighborhood meeting that was held on March 7, 2006 to advise of the proposed road closures and
18 take comments from neighboring residents.

19
20 WHEREAS, the adjacent property owner, Deering Estate at Cutler, has been notified in
21 writing, by letter dated February 11, 2008, of the proposed abandonment of the right-of-way; and,

22
23 WHEREAS, in accordance with section 336.10, Florida Statutes, the Village advertised a
24 public hearing on the proposed abandonment of the right-of way, which was advertised in The
25 Miami Herald on February 14, 2008, which is at least 14 days prior to this public hearing; and,

26
27 WHEREAS, the Mayor and Village Council desire to abandon the described right-of-way.

28
29 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
30 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

31
32 Section 1. The Whereas clauses are incorporated and made a part of this resolution.

33
34 Section 2. The Village of Palmetto Bay releases all interest in, and vacates and abandons
35 the above-described right-of-ways.

36
37 Section 3. Title to the midpoint of the abandoned right-of-way shall revert to the
38 adjacent lots. The lots are all owned by, and more particularly described, as:

39
40 Owner State Bard of Division; Sublessees MDC, DERM-EEL
41 Deering Estate at Cutler
42 16701 S.W. 72nd Avenue
43 Village of Palmetto Bay, FL 33157
44

1 Section 4. Upon the adoption of this resolution, the Village of Palmetto Bay disclaims
2 any and all interest in the abandoned property, disclaims any and all legal responsibility relating to
3 the right-of-ways and drainage in the area, and further disclaims any and all legal liability relating
4 thereto.
5

6 Section 5. Notice of the vacation of the described right-of-ways shall be published one
7 time within 30 days of the adoption of this resolution in The Miami Herald. A certified copy of this
8 resolution and proof of the publications of the notice of hearing and of the adoption of this
9 resolution shall be recorded in the public records of Miami-Dade County. The Village Clerk shall
10 provide a copy of these documents to the Miami-Dade County Tax Assessor.
11

12 Section 6. If any section, clause, sentence, or phrase of this resolution is for any reason
13 held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the
14 validity of the remaining portions of this resolution.
15

16 Section 7. All resolutions or parts of resolutions in conflict with the provisions of this
17 resolution are repealed.
18

19 Section 8. This resolution shall take effect immediately upon approval.
20

21 PASSED and ADOPTED this [] day of _____, 2008.
22
23
24

25 Attest:

26 _____
27 Meighan Pier
28 Village Clerk

29 _____
30 Eugene P. Flinn, Jr.
31 Mayor

32
33 APPROVED AS TO FORM:
34
35

36 _____
37 Eve A. Boutsis,
38 Nagin Gallop Figueredo, P.A.
39 Village Attorney
40

41 FINAL VOTE AT ADOPTION:
42

43 Council Member Ed Feller
44 _____

1 Council Member Paul Neidhart _____
2
3 Council Member Shelley Stanczyk _____
4
5 Vice-Mayor Linda Robinson _____
6
7 Mayor Eugene P. Flinn, Jr. _____
8
9



To: Ron Williams
Public Works Director

Date: April 25th, 2007

From: Arleen Weintraub *AW*
Community Development Director

Re: County's Petition to Close Road

I have reviewed the attached "Petition to Close Road" and contacted Kevin Asher at Miami Dade County. The petition is for road closures and vacation of right-of-ways for three portions of roads within the Charles Deering Estate (refer to Map 1). The request does not include that portion of SW 72nd Avenue between SW 168th and SW 158th Streets which serves the residential neighborhood lying to its west.

Next steps for Public Works include confirming the accuracy and content of the petition (my review finds the petition to be accurate); confirming the sketch of survey information to be accurate (it is one week old, the original survey was done in 1984); confirming the plat information; and reviewing the purpose of the request to find that it is an appropriate action (as the closures are for portions of roadways within the Deering Estate that have swing gates installed to temporarily eliminate vehicular access and is in accordance with the adopted General Plan for the estate, I find that it is appropriate to petition for the permanent closure of these roadway segments).

Subject to Public Works review of the above, the Petition must be advertised for a Public Hearing and placed on a Village Council agenda for consideration.

Kevin has transmitted the Petition to the State for their review since the County is a subleasee. Kevin's phone number is 305-755-7901. His email address is kevina@miamidade.gov



TOM GARDNER
Executive Director

RECEIVED
State of Florida OFFICE
DEPARTMENT OF NATURAL RESOURCES
DADE CO. PARK DEPT. ACTION

89 FEB 10 PM 3:50
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

- DS 2/15
- BOB MARTINEZ
Governor
- JIM SMITH
Secretary of State
- BOB BUTTERWORTH
Attorney General
- GERALD LEWIS
State Comptroller
- BILL GUNTER
State Treasurer
- DOYLE CONNER
Commissioner of Agriculture
- BETTY CASTOR
Commissioner of Education

PLEASE ADDRESS REPLY TO:

January 31, 1989

Mr. Bill Bird, Director
Metropolitan Dade County Park
and Recreation Department
50 Southwest 32 Road
Miami, Florida 33129

Dear Mr. Bird:

Your letter of December 7, 1988, outlining the need to close S.W. 72 Avenue within the Deering Hammock property has been reviewed by both the Division of State Lands and Division of Recreation and Parks. Both divisions have no objection to abandonment of the road. Our legal staff, however, has determined that it would be appropriate for Dade County, as managers of the property, to initiate this action.

Please contact Ms. Tracy Peters, Planner IV, at Suncom 278-2291 if you have any questions regarding this matter.

Sincerely,

Percy W. Mallison, Jr., Director
Division of State Lands

PWM/tps



- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements Construction Coordination
- Citizen's Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Countywide Healthcare Planning
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consultants
- Inverto Assessment Center
- Medical Examiner
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraiser
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Urban Revitalization Task Force
- Wasswa Museums and Gardens
- Water and Sewer

February 23, 2006

Victor Angulo
6001 SW 116 ST
Miami, FL 33156

Dear Victor Angulo:

The Miami-Dade County Park and Recreation Department has operated the 443-acre Charles Deering Estate for over 15 years. During that period, we have improved the property until it now ranks among the best parks in Miami-Dade County. And as a close neighbor, we hope you enjoy it and are as proud of the property as ourselves.

The Department is beginning a new phase of development that involves creating a new entry sequence to the Estate. It will involve closing non-essential roads along S.W. 72 Avenue so that separate parking and pedestrian areas can be created. Some of these actions may impact you and your neighbors. Before our plans are confirmed, we would like to discuss the project with you.

You are invited to attend a neighborhood discussion of the project. The meeting will take place at the:

**Charles Deering Estate Visitors Center
16701 SW 72 Avenue
Tuesday, March 7, 2006
7:00 PM**

Should you have questions or need additional information, please feel free to contact me at 305-755-7860. Otherwise, I look forward to meeting you at the meeting.

Sincerely,

Kevin Asher, AICP, Supervisor
Property Management Section

Delivering Excellence Every Day

PETITION TO CLOSE ROAD

TO: Village of Palmetto Bay Council
Miami-Dade County, Florida

The undersigned, pursuant to Sections 336.09 – 336.12 Florida Statutes, hereby petitions the Village of Palmetto Bay Council to vacate, abandon, discontinue and close an existing public or private street, alleyway, road, highway, or other place used for travel, or a portion thereof, and to renounce and disclaim any right of the Village and the public in and to any land in connection therewith; or to renounce and disclaim any right of Village and the public in and to certain land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes; or to renounce and disclaim any right of the Village and the public in and to certain land delineated on recorded map or plat as a street, alleyway, road or highway.

The undersigned hereby certify:

1. LEGAL DESCRIPTION: The complete and accurate legal description of the road, right-of-way or land sought to be closed is as follows:

PORTION OF THE CHARLES DEERING ESTATE (Map 1)

ROAD SECTION 1: 72 AVENUE BETWEEN SW 156 STREET AND SW 164 TERRACE

Being a portion of Section 26, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 30, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 26; thence N 2°58'00" W along the West SE 1/4 Section line of said Section 26, for a distance of 1235.45 feet; thence S 87°26'23" E a distance of 25.00 feet to the Point of Beginning of the hereinafter described parcel; thence N 02°58'00" W a distance of 665.85 feet; thence to the point of curvature of a circular curve concave to the west; thence run northwesterly and westerly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of 30°12'57" for a arc distance of 171.39 feet to the point of reverse curvature with a circular curve concave to the east; thence run northwesterly and northeasterly along the arc of said circular curve having a radius of 1960.00 feet, through a central angle of 50°32'18" for a arc distance of 1728.84 feet to the point of compound curvature with a circular curve concave to the southeast; thence run northeasterly along the arc of said circular curve having a radius of 827.07 feet, through a central angle of 17°19'44" for a arc distance of 250.14 feet to the point of reverse curvature with a circular curve concave to the northwest; thence run northeasterly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of 11°02'17" for a arc distance of 62.61 feet; thence N 87°58'25" W a distance of 54.65 feet; thence to the point of curvature of a circular curve concave to the southwest; thence run southwesterly and westerly along the arc of said circular curve having a radius of 375.00 feet, through a central angle of

14°39'28" for a arc distance of 95.93 feet to the point of reverse curvature with a circular curve concave to the southeast; thence run southwesterly along the arc of said circular curve having a radius of 777.07 feet, through a central angle of 17°19'44" for a arc distance of 235.02 feet to the point of compound curvature with a circular curve concave to the east; thence run southwesterly and southeasterly along the arc of said circular curve having a radius of 1910.00 feet, through a central angle of 50°32'18" for a arc distance of 1684.74 feet to the point of reverse curvature with a circular curve concave to the southwest; thence run southeasterly and southerly along the arc of said circular curve having a radius of 375.00 feet, through a central angle of 30°12'57" for a arc distance of 197.76 feet; thence S 02°58'00" E a distance of 666.35 feet; thence S 87°36'23" W a distance of 50.00 feet to the Point of Beginning. Lying and being in Miami Dade County, Florida and containing 143,969 square feet or 3.31 acres, more or less.

ROAD SECTION 2: 72 AVENUE BETWEEN SW 156 STREET AND SW 164 TERRACE

Being a portion of Section 26, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 30, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the South 1 4 corner of said Section 26; thence N 2°58'00" W along the West SE 1 4 Section line of said Section 26, for a distance of 1235.45 feet; thence S 87°26'23" E a distance of 25.00 feet to the Point of Beginning of the hereinafter described parcel; thence N 02°58'00" W a distance of 665.85 feet; thence to the point of curvature of a circular curve concave to the west; thence run northwesterly and westerly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of 30°12'57" for a arc distance of 171.39 feet to the point of reverse curvature with a circular curve concave to the east; thence run northwesterly and northeasterly along the arc of said circular curve having a radius of 1960.00 feet, through a central angle of 50°32'18" for a arc distance of 1728.84 feet to the point of compound curvature with a circular curve concave to the southeast; thence run northeasterly along the arc of said circular curve having a radius of 827.07 feet, through a central angle of 17°19'44" for a arc distance of 250.14 feet to the point of reverse curvature with a circular curve concave to the northwest; thence run northeasterly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of 11°02'17" for a arc distance of 62.61 feet; thence N 87°58'25" W a distance of 54.65 feet; thence to the point of curvature of a circular curve concave to the southwest; thence run southwesterly and westerly along the arc of said circular curve having a radius of 375.00 feet, through a central angle of 14°39'28" for a arc distance of 95.93 feet to the point of reverse curvature with a circular curve concave to the southeast; thence run southwesterly along the arc of said circular curve having a radius of 777.07 feet, through a central angle of 17°19'44" for a arc distance of 235.02 feet to the point of compound curvature with a circular curve concave to the east; thence run southwesterly and southeasterly along the arc of said circular curve having a radius of 1910.00 feet, through a central angle of 50°32'18" for a arc distance of 1684.74 feet to the point of reverse curvature with a circular curve concave to the southwest; thence run southeasterly and southerly along the arc

of said circular curve having a radius of 375.00 feet, through a central angle of $30^{\circ}12'57''$ for a arc distance of 197.76 feet; thence $S 02^{\circ}58'00'' E$ a distance of 666.35 feet; thence $S 87^{\circ}36'23'' W$ a distance of 50.00 feet to the Point of Beginning. Lying and being in Miami Dade County, Florida and containing 143,969 square feet or 3.31 acres, more or less.

ROAD SECTION 3: SW 169 STREET BETWEEN SW 72 AVENUE AND BISCAYNE BAY

Being a portion of Section 35, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 30, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the North East corner NW I 4 of said Section 35; thence $N 87^{\circ}39'26'' E$ along the North line of said Section 35, for a distance of 25.00 feet; thence $S 02^{\circ}17'58'' E$ a distance of 306.67 feet to the Point of Beginning of the hereinafter described parcel; thence $N 87^{\circ}39'21'' E$ a distance of 815.53 feet more or less to the Mean High Water line of Biscayne Bay; thence $S 02^{\circ}17'58'' E$ a distance of 50.00 feet; thence $S 87^{\circ}17'52'' W$ a distance of 815.53 feet more or less to the interception of the south prolongation with the Easterly Right of Way line of SW 72 avenue; thence $N 02^{\circ}17'58'' W$ a distance of 50.00 feet to the Point of Beginning. Lying and being in Miami Dade County, Florida and containing 40,776 square feet or 0.94 acres, more or less.

2. PUBLIC INTEREST IN ROAD: The title or interest of the county and the Public in and to the above described road, right-of-way was acquired and is evidenced in the following manner (state whether public interest was acquired by deed, dedication or prescription and set forth where deed or plat is recorded in public records):

State of Florida acquired interest in the property through purchase of the Estate (Exhibit 1), there already being a dedication made pursuant to "Charles Deering Estate" Plat (PB 34-30) and conveyed such interest through a Sub-Lease Agreement, FL DNR to Miami-Dade County, through its Park and Recreation Department, to manage and maintain the property (R-594-87) (Exhibit 2). ✓

3. ATTACH SURVEY SKETCH: Attached hereto is a survey accurately showing and describing the above described right-of-way and its location and relation to surrounding property, and showing all encroachments and utility easements.

See Exhibits 3-6

4. **ABUTTING PROPERTY OWNERS:** the following constitutes a complete and accurate schedule of all owners of property abutting upon or adjacent to the above described right-of-way. These firms or individuals have been advised in writing of the proposed closure.

PRINT NAME	FOLIO NO.	ADDRESS
<u>Martin Shaw & W Elipitha</u>	<u>33-5026-007-0010</u>	<u>15550 SW 72 AVE</u>
<u>Sylvia Osorio</u>	<u>33-5026-007-0210</u>	<u>15555 SW 72 CT</u>
<u>Jerry Szwed & W Debra</u>	<u>33-5026-007-0230</u>	<u>15500 SW 72 AVE</u>
<u>Victor Angulo</u>	<u>33-5026-003-0210</u>	<u>7220 SW 164 TERR</u>

5. **ACCESS TO OTHER PROPERTY:** The undersigned certify that in the event this petition is granted no other property owners will be prevented from access to and from their property and no other property owners in the vicinity will be adversely affected.

6. **GROUNDS FOR REQUESTING PETITION AND PROPOSED USE FOR THE LAND BY THIS REQUEST:** The undersigned submits as a grounds and reasons in support of this petition the following (state in detail, why petition should be granted):

Miami-Dade County Park and Recreation Department received approval in 1999 for the most recent General Plan of the property that included, among many enhancements, planned improvements to SW 72 Avenue and SW 169 Street for bicycle and pedestrian uses. Prior to this, the Department had installed swing gates to temporarily insure safe public use of these two roads. Now, the County seeks to formally and permanently eliminate vehicular access on these roadway segments. Without a road closing, the road may be unsafe to users and the County's ability to restrict unauthorized access to vulnerable natural areas will be adversely impacted.

7. Signatures of all abutting property owners: Respectfully submitted,

SIGNATURE

ADDRESS

Attorney for Petitioner

Address: _____
Signature of Attorney not required)

STATE OF FLORIDA)
) SS
MIAMI-DADE COUNTY)

BEFORE ME, the undersigned authority, personally appeared _____, who first by me duly sworn, deposes and says that he/she is one of the petitioners named in and who signed the foregoing petition; that he/she is duly authorized to make this verification for and on behalf of all petitioners; that he/she has read the foregoing petition and that the statements therein contained are true.

(Signature of Petitioner)

Sworn and subscribed to before me this

_____ day of _____, 200_

Notary Public State of Florida at Large

My Commission Expires: _____

Exhibit 1

Exhibit 1

TRUSTEE'S SPECIAL WARRANTY DEED

THIS TRUSTEE'S SPECIAL WARRANTY DEED, made this 25th day of July, 1985, by and between Charles E. Schroeder, 470 North Michigan Avenue, Chicago, Illinois 60611, as Trustee under the provisions of a certain Land Trust Agreement dated the 2nd day of May, 1983 (hereinafter called the "grantor") and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, 3900 Commonwealth Boulevard, Room 412, Tallahassee, Florida 32303, (hereinafter called the "grantee").

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Dade County, Florida, legally described upon Exhibit A attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining; all timber rights, water rights, mineral and oil or gas rights; all of grantor's interest in streams, canals, ditches, and other water bodies; and all of grantor's interest in alleys, roads, streets and easements included within the property legally described on said Exhibit A or providing access to said property.

SUBJECT TO: taxes for the year 1985 and easements of Florida Power & Light Company, dated February 20, 1974 recorded in Official Records Book 10030, Page 1806 and attached as Exhibit A to a Deed recorded May 1, 1978, under Clerk's File No. 73R-112305, and in Official Records Book 10020, Page 1800 and easements of Florida Power & Light Company and Southern Bell Telephone and Telegraph Company as described by Participation Agreement attached to the same Deed and recorded in Official Records Book 10020, page 1808.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to sell and convey said land; that he hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

This deed is executed by the grantor, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in him by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF the grantor has executed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

[Handwritten signature]
CHARLES E. SCHROEDER
As Trustee as aforesaid

100,000.00
Notary Public
Dade County
Florida
[Handwritten signature]
8-9-85

Notary Public
[Handwritten signature]
D.N.P.

Exhibit 1 (cont.)

EXHIBIT 3
TRUSTEE'S QUIT-CLAIM DEED

THIS TRUSTEE'S QUIT-CLAIM DEED, made this 2nd day of July, 1915, by and between Charles E. Schroeder, 410 Birch Michigan Avenue, Chicago, Illinois 80611, as Trustee under the provisions of a certain Land Trust Agreement dated the 2nd day of May, 1902 (hereinafter called the "grantor") and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, 3900 Commonwealth Boulevard, Room 412, Tallahassee, Florida 32303, (hereinafter called the "grantee").

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by those presents does remise, release, and quit-claim unto the grantee, all the right, title, interest, claim and demand which the said grantor has in and to the lots, pieces or parcels of land, situate, lying and being in this County, Florida, legally described upon Exhibit A attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

This deed is executed by the grantor, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in him by the terms of said Deed of Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF the grantor has executed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Charles E. Schroeder
CHARLES E. SCHROEDER
As Trustee as aforesaid

W. H. ...
...

STATE OF Florida }
COUNTY OF Alachua }

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared CHARLES E. SCHROEDER, well known to me known to be the person named as grantor in the foregoing deed, and he acknowledged executing the same as Trustee in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by the Deeds in Trust and the Trust Agreement.

WITNESS my hand and official seal at the County and State aforesaid this 2nd day of July, A.D., 1915.

Notary Public
My Commission Expires ...

This instrument prepared by:

Charles J. Baltes, Jr.
Barnett, Hill & Barry
110 Baywalk Avenue
Tallahassee, Florida 32311

...
...

WIT:

Exhibit 1 (cont.)

EXHIBIT 2

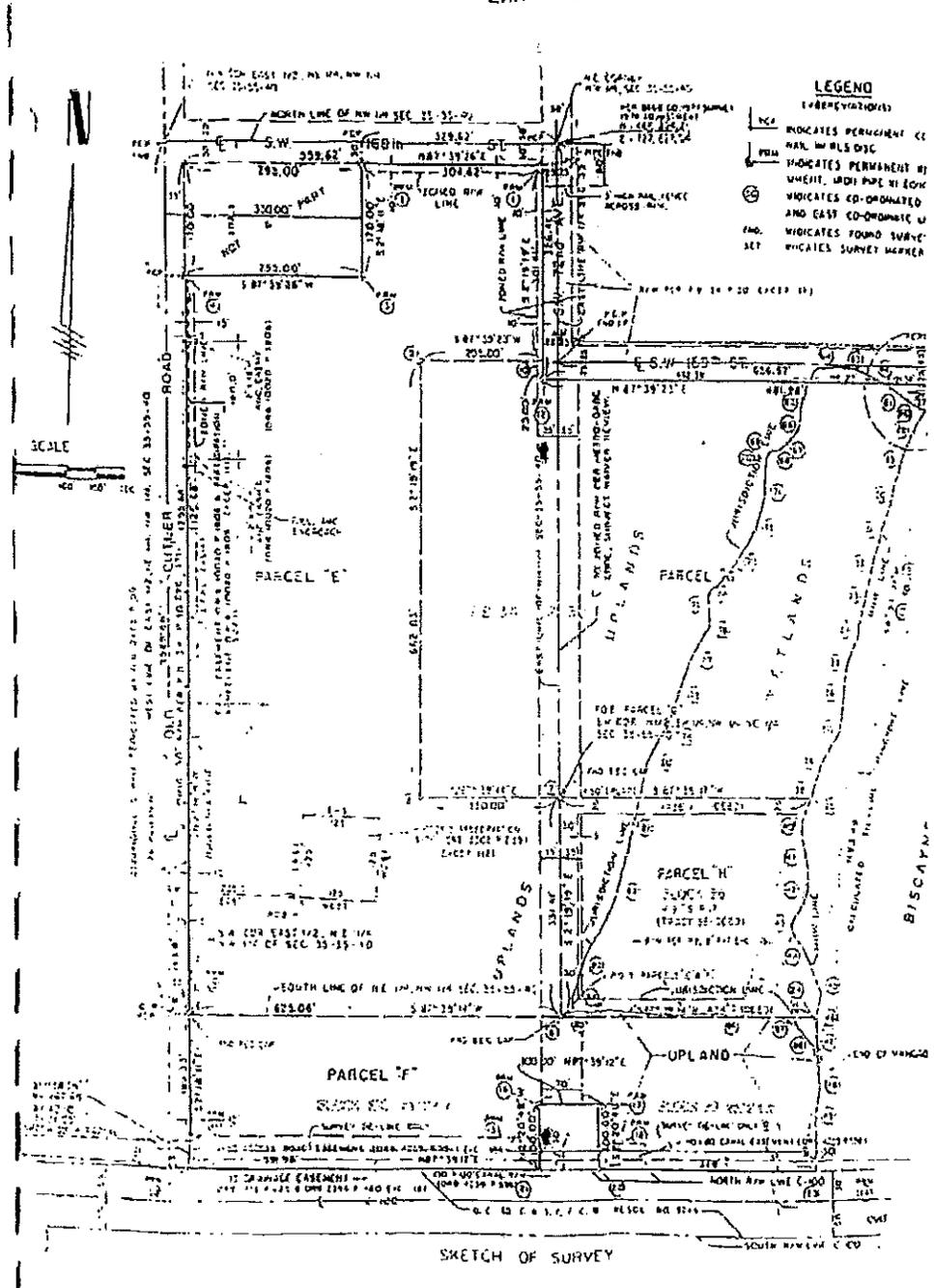


Exhibit 1 (cont.)

Exhibit 1
Legal Descriptions

PARCEL A

A portion of "Charles Deering Estate", according to the plat thereof, as recorded in Plat Book 34 at Page 30 of the Public Records of Dade County, Florida, being more particularly described as follows:

All that portion of Sections 25 and 26, Township 55 South, Range 40 East lying East of Ingraham Highway (presently known as S.W. 72nd Avenue) as shown on and lying within the limits of said plat of "Charles Deering Estate".

TOGETHER WITH

All that portion of the North One-Quarter (N $\frac{1}{4}$) of the Northwest One-Quarter (N.W. $\frac{1}{4}$) of the Northeast One-Quarter (N.E. $\frac{1}{4}$) of fractional Section 35, Township 55 South, Range 40 East lying Northerly and Easterly of those certain 50 foot wide Roads as shown on and lying within the limits of said plat of "Charles Deering Estate".

PARCEL B

A portion of "Charles Deering Estate" according to the plat thereof, as recorded in Plat Book 34 Page 30 of the Public Records of Dade County, Florida, being a portion of the West One-Half W $\frac{1}{2}$ of Section 26, Township 55 South, Range 40 East, lying Westerly of Ingraham Highway (presently known as S.W. 72nd Avenue) and being more particularly described as follows:

The East One-Half (E $\frac{1}{2}$) of the Southeast One-Quarter (S.E. $\frac{1}{4}$) of the Northwest One-Quarter (N.W. $\frac{1}{4}$) of said Section 26 lying Westerly of said Ingraham Highway. Less and excepting therefrom the West 35 feet for road right of way.

TOGETHER WITH

The East One-Half (E $\frac{1}{2}$) of the Northeast One-Quarter (N.E. $\frac{1}{4}$) of the Southeast One-Quarter (S.E. $\frac{1}{4}$) of said Section 26 lying Westerly of said Ingraham Highway. Less and excepting therefrom the West 35 feet for road right of way.

TOGETHER WITH

All that part of the Northeast One-Quarter (N.E. $\frac{1}{4}$) of the Southeast One-Quarter (S.E. $\frac{1}{4}$) of the Southwest One-Quarter (S.W. $\frac{1}{4}$) of said Section 26, which lies North of that certain street lying North of and adjoining Block C of "Robert's Subdivision" as recorded in Plat Book 1 at Page 129 of the Public Records of Dade County, Florida, and lying Westerly of said Ingraham Highway. Less and excepting therefrom the West 35 feet for road right of way.

Exhibit 1 (cont.)

PARCEL C

FIRST:

Lot 14, in Block "A", Robert's Subdivision of part of S.E. $\frac{1}{4}$ and S.E. $\frac{1}{4}$ and S.E. $\frac{1}{4}$, S.W. $\frac{1}{4}$ of said Section 26, as Plat Book "B", Page 23, Records of Dade County, Florida;

ALSO

SECOND:

The North 66.8 feet of the East 185 feet of Block "A", Robert's Subdivision in S.W. $\frac{1}{4}$ of said Section 26, as Plat Book "B", Page 23, Records of Dade County, Florida.

PARCEL D

Lots "A", "B", and Lots 1, 2, 3, 4, 5, 6 and 7, Richmond's Subdivision, of the S $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 26, Township 55 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 4, Page 116, of the Public Records of Dade County, Florida.

NOTE: Parcels C and D as described above were replatted as a portion of "Charles Deering Estate", as recorded in Plat Book 34 at Page 30 of the Public Records of Dade County, Florida.

CHICKEN KEY

Government Lot 1 in Section 25, Township 55 South, Range 40 East, lying and being in Dade County, Florida, containing an area of 6.4 acres, more or less.

RESTRICTIONS, RESERVATIONS & EASEMENTS:

- A) Right of Way Deed dated September 8, 1941, filed November 14, 1941 in Official Records Book 2198 at Page 494 of the Public Records of Dade County, Florida.
- B) Easement to Florida Power & Light Company dated May 1, 1948, filed May 24, 1948 in Official Records Book 3016 at Page 197 of the Public Records of Dade County, Florida.
- C) Easements contained in Deed of Conveyance dated April 4, 1978, filed May 1, 1978 in Official Records Book 10020 at Page 1800 of the Public Records of Dade County, Florida.
- D) Easements contained in Deed dated April 29, 1983, filed June 1, 1983 in Official Records Book 11804 at Page 1925 of the Public Records of Dade County, Florida.

Exhibit 2

Exhibit 2

5-5-0

RESOLUTION NO. A-594-07

RESOLUTION AUTHORIZING EXECUTION OF SUBLEASE AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES DIVISION OF RECREATION AND PARKS PROVIDING FOR COUNTY USE OF THE CHARLES DEERING ESTATE

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the Sublease Agreement between Dade County and the State of Florida, Department of Natural Resources - Division of Recreation and Parks, by which Dade County will occupy, improve and use the Charles Deering Estate property, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same, for and on behalf of Dade County, Florida.

The foregoing resolution was offered by Commissioner Beverly B. Phillips, who moved its adoption. The motion was seconded by Commissioner Barbara H. Carey and upon being put to a vote, the vote was as follows:

Barbara H. Carey	Aye
Clara Oesterle	Aye
Beverly B. Phillips	Aye
James F. Redford, Jr.	Aye
Harvey Ruvlin	Absent
Barry D. Schreiber	Aye
Jorge E. Valdes	Absent
Sherman S. Winn	Aye
Stephen P. Clark	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 5th day of May, 1907.

DADE COUNTY, FLORIDA
BY IT BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINXER, CLERK

Approved by County Attorney as to form and legal sufficiency *J. J. [Signature]*

By: [Signature]
Deputy Clerk

Exhibit 2 (cont.)

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

SUBLEASE AGREEMENT
CHARLES DEERING ESTATE
(DEERING HAMMOCK)

This Sublease Agreement is made between the Department of Natural Resources of the State of Florida on behalf of the Division of Recreation and Parks, as Sublessor, and Metropolitan Dade County as Sublessee. The parties, for and in consideration of mutual covenants and agreements covenant and agree as follows:

1. The parties acknowledge that:

A. The Board of Trustees of the Internal Improvement Trust Fund (hereinafter referred to as the "Board") holds title to certain property identified as the Charles Deering Estate (Deering Hammock) for public outdoor recreation purposes; and

B. The Department of Natural Resources of the State of Florida is the Lessee of the property in order to provide for the Division of Recreation and Parks to sublease the property to local government for outdoor recreation and related purposes and to represent the State in coordination with local management.

2. Description of Premises. The property, subject to this Sublease, is situated in Dade County, and described in Exhibit "A", attached hereto and made a part hereof.

3. Term and Purpose. This Sublease shall be for a period coterminous with the time remaining on Trustees Lease Agreement No. 3418, dated November 19, 1983, attached hereto as Exhibit "B", for environmental protection and compatible public outdoor recreation and related purposes, unless otherwise terminated pursuant to the provisions of this Sublease.

4. Conformity. This Sublease shall be subject to all the terms and conditions of the Trustees Lease Agreement No. 3418. The Sublessee shall not permit any unauthorized use of the property or any use not in conformance with Trustees Lease Agreement No. 3418, which is attached hereto as Exhibit "B" and this Sublease.

5. Right of Use. The Sublessee shall have the right to enter upon the property for all purposes necessary to the full enjoyment of the rights herein granted.

6. Assignment. This Sublease and any rights and privileges conferred herein shall not be assigned or transferred by the Sublessee

Exhibit 2 (cont.)

without the prior written approval of the Sublessor.

7. Management Plan: The Sublessee shall be responsible for preparation of a final management plan in compliance with the provisions of paragraph 13 of Exhibit "B", and shall implement all management projects pursuant to the management plan as necessary to carry out the purpose stated in paragraph 3 herein.

8. Development Time Frame: The Sublessee shall at its sole cost and expense make available to the public, within five years from the effective date of this Sublease, site improvements on the property for public recreational use and for protection of the natural resources. This provision shall be in accordance with the final management plan. All site improvements shall be constructed in a good workmanlike manner in accordance with sound construction practices. The Sublessee shall keep the premises and the site improvements free and clear of all liens for labor and material and shall hold the Sublessor and the Board harmless from any liability with respect to Sublessee's work. In the event a lien for labor or materials is filed, the Sublessee shall immediately either satisfy same or transfer such lien to a bond.

9. Site Plan: The Sublessee shall submit a final site plan to the Sublessor for review prior to construction of any new facilities. A site plan of existing and proposed facilities shall be included in the final management plan.

10. Incurred Costs: All costs of construction, operation, maintenance, use and restoration of the property, shall be the responsibility of the Sublessee. The Sublessee shall be responsible for any and all assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property during the effective period of the Sublease.

11. Ownership of Improvements: All improvements provided by the Sublessee shall be and remain the property of the Sublessee during the effective period of this Sublease.

12. Security and Maintenance: The Sublessee shall provide security and protection as necessary and keep the property clean, maintained and in a good state of repair at all times.

13. User Fees: All user fees which the Sublessee may wish to impose shall be uniformly imposed among users regardless of the political jurisdiction in which the user may reside. A copy of user fees shall be

Exhibit 2 (cont.)

submitted to the Sublessor.

14. Right of Inspection: The Sublessor and its duly authorized agents shall have the right at any reasonable time to inspect the property and the works and operations thereon of the Sublessee in any matter pertaining to this Sublease. Should the Sublessee violate any covenant(s) of this Sublease or Trustees Lease Agreement No. 3418, Sublessor must notify Sublessee in writing that it requires Sublessee's correction of that violation to its satisfaction. Sublessee must cure the violation within 90 days following the date of notice. Upon Sublessee's failure to cure the violation within the time prescribed, Sublessor may terminate this Sublease upon 90 days prior written notice.

15. Right of Audit: The Sublessee shall make available to the Sublessor all financial records relating to this Sublease, and the Sublessor shall have the right to audit such records at any reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with the operation of Sublessee's facilities. This Sublease may be terminated by the Sublessor should the Sublessee fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

16. Signs: The Sublessee shall erect a permanent information sign on the site. The sign shall identify the park name and state that funds for acquisition were provided by the Conservation and Recreation Lands Program administered through the State of Florida, Department of Natural Resources.

17. Liability: The Sublessee shall investigate all claims of every nature at its expense and indemnify, protect, defend, hold and save harmless the Sublessor, the Board and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of the Sublessee's use and management of the property to the extent of the limitations included within Section 748.20, Florida Statutes. The Sublessee will provide, during the term of this Sublease, fire and extended coverage insurance, including the improvements located on the premises for their full insurable value, or, in the alternative, will provide evidence of self-insurance sufficient to cover the loss of such improvements. Any policies of insurance shall name Sublessor, Sublessee

Exhibit 2 (cont.)

and the Board as insureds. The Sublessee will also provide public liability coverages in the form of insurance policies or self-insurance for any and all claims against the Sublessee, Sublessor, the Board and the State of Florida. The Sublessee shall submit annually, written evidence of insurance to the Bureau of State Lands Management (hereinafter referred to as the "Bureau"), 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. Any insurance policies purchased by Sublessee pursuant to this paragraph shall be purchased from a financially responsible insurer duly authorized to do business in the State of Florida. Sublessee shall immediately notify the Sublessor, the Board and the insurance agent (if applicable) of any erection or removal of any building or other improvement on the premises and any changes affecting the value of any improvements and shall request the insurance agent (if applicable) to make adequate changes in the coverage to reflect the changes in value. Sublessee shall be financially responsible for any loss due to failure to obtain or maintain adequate insurance coverage. If an action is commenced against the Sublessor or the Board based on any claim arising out of the use or ownership of the leased premises during the term of the Sublease (including without limitation an action seeking damages for loss of life, personal injury or damage to property occurring in or about the leased premises), Sublessee will pay the expense of Sublessor's and the Board's defense, including costs and reasonable attorneys fees for any defense in that action. If a judgment is entered in such action against both Sublessor and/or Board and Sublessee or if they agree that a settlement of the claim or lawsuit should be made, Sublessee shall be responsible for payment of such judgment or settlement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of Sublessor or to affect, limit or reduce the protection afforded Sublessor under provisions of Section 375.251, Florida Statutes, or to protect Sublessee from liability for any deliberate willful or malicious act of Sublessee. In connection with any dispute arising out of this Sublease, including without limitation litigation and appeals, the Sublessor and the Board will be able to recover from the Sublessee attorney's fees and costs.

10. Termination: Upon termination or expiration of this Sublease, the Sublessee shall surrender the premises to the Sublessor. In the event no further use of this parcel or any part thereof is needed, the

Exhibit 2 (cont.)

Sublessee shall give notification to the Sublessor and the Bureau of State Lands Management, 3700 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release. Upon termination of this Sublease, all improvements shall automatically become the property of the Board, unless the Board, at its option, should require immediate removal at the Sublessee's expense of any and all such improvements upon written notice to the Sublessee. Any improvements to remain on the property upon termination of this Sublease shall be at the Board's discretion. The Sublessee shall meet the following conditions upon termination of this Sublease:

(a) The construction of any new facilities, improvements or alterations of the premises shall meet applicable county and municipal building and safety codes.

(b) The Sublessee shall properly dispose of utility fees, including having all the utilities turned off.

(c) The Sublessee shall not commit waste; reasonable wear and tear is acceptable.

(d) Prior to formal release, a representative of the Bureau of State Lands Management shall perform an on-site inspection and the keys to any buildings on the premises shall be turned over to the Bureau.

(e) If the premises do not meet all conditions agreed upon, the Sublessee shall reimburse the Board for any expenses incurred in meeting the prescribed conditions.

IN WITNESS WHEREOF, The lawfully designated agent of the Department of Natural Resources of the State of Florida has hereunto subscribed his name and caused his official seal to be hereunto affixed on the 30th day of June, 1987, and the lawfully designated agent of Dade County, Florida has hereunto subscribed his name and caused his official seal to be hereunto affixed on the 21st day of April, 1987.

Exhibit 2 (cont.)

EXECUTIVE BOARD OF THE
DEPARTMENT OF NATURAL RESOURCES

Witnesses:

[Signature]
[Signature]

Attest:

[Signature]

Approved
By: [Signature]
Don Duden, Homburgdenner
Executive Director
Its Agent for this Purpose



Project Sponsor

METROPOLITAN DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Witnesses:

Attest:

By: [Signature]
DEPUTY CLERK

By: [Signature]
Its Agent for this Purpose

for SERGIO PEREIRA
COUNTY MANAGER



[Signature]
DNR Attorney

Effective Date: _____

Approved as to Form and Legality

Exhibit 3

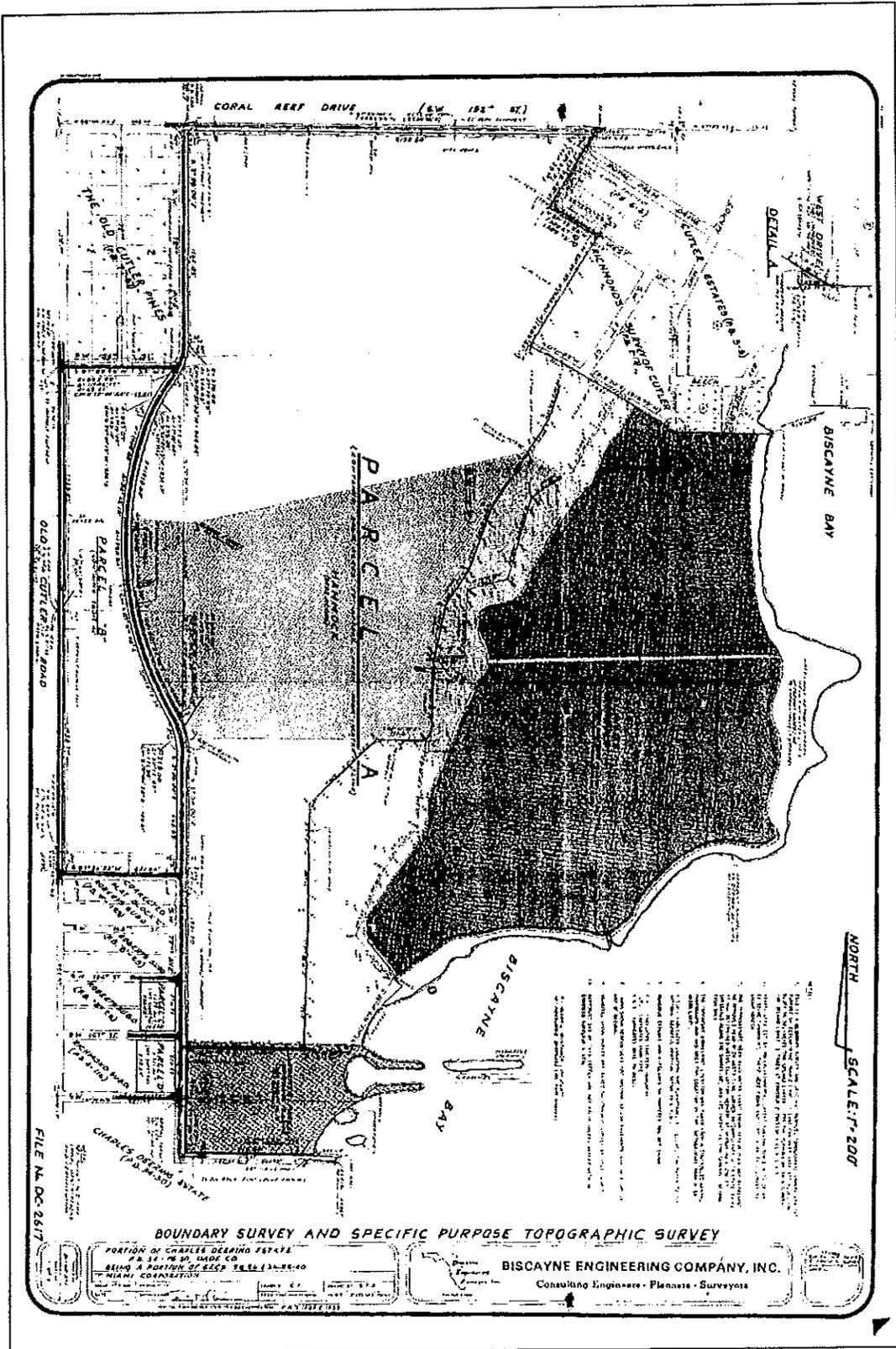
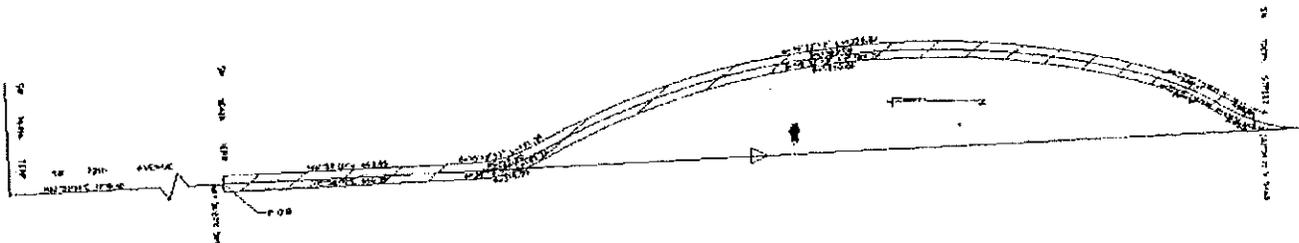


Exhibit 4

CHARLES DEERING ESTATE

ROAD CLOSING - R/W 1



LEGAL DESCRIPTION: ROAD SECTION OF 7214 AVENUE BETWEEN SW 156 STREET AND SW 154 TERRACE

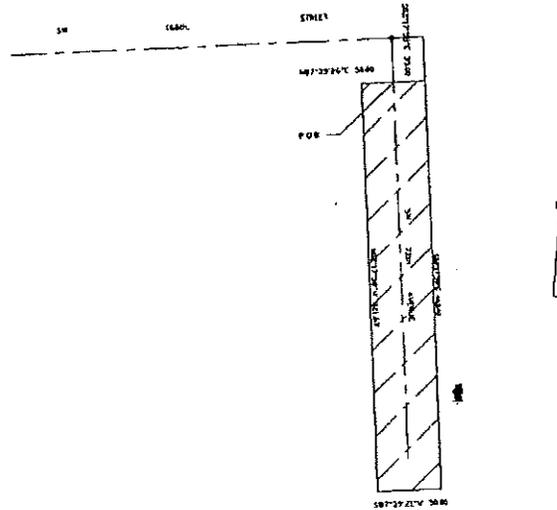
Being a portion of Section 26, Township 55 South, Range 40 East, of CHARLES DEERING BTPMIL, according to the Plat thereof as recorded in Plat Book 34, at Page 70, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the South $\frac{1}{4}$ corner of said Section 26, thence N 75°07'00" W a long the West $\frac{1}{2}$ Section line of said Section 26, for a distance of 1235.45 feet, thence S 87°26'23" E a distance of 25.00 feet to the Point of Beginning of the tenths (see attached plat), thence N 02°50'00" W a distance of 663.85 feet to the point of curvature of a circular curve concave to the west, thence the southeasterly and westerly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of 20°12'57" for a arc distance of 171.39 feet to the point of reverse curvature with a circular curve concave to the east, thence the southeasterly and southeasterly along the arc of said circular curve having a radius of 1960.00 feet, through a central angle of 50°22'16" for a arc distance of 1728.84 feet to the point of compound curvature with a circular curve concave to the northeast, thence the southeasterly along the arc of said circular curve having a radius of 827.07 feet, through a central angle of 17°19'44" for a arc distance of 250.14 feet to the point of reverse curvature with a circular curve concave to the southwest, thence the southeasterly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of 11°02'17" for a arc distance of 62.81 feet, thence N 87°58'25" W a distance of 54.65 feet to the point of curvature of a circular curve concave to the southwest, thence the southeasterly and westerly along the arc of said circular curve having a radius of 375.00 feet, through a central angle of 14°29'28" for a arc distance of 95.07 feet to the point of reverse curvature with a circular curve concave to the southwest, thence the southeasterly along the arc of said circular curve having a radius of 777.07 feet, through a central angle of 17°19'44" for a arc distance of 235.02 feet to the point of compound curvature with a circular curve concave to the east, thence the southeasterly and southeasterly along the arc of said circular curve having a radius of 1910.00 feet, through a central angle of 50°22'16" for a arc distance of 1684.74 feet to the point of reverse curvature with a circular curve concave to the southwest, thence the southeasterly and westerly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of 20°12'57" for a arc distance of 197.76 feet, thence S 02°50'00" E a distance of 666.35 feet, thence S 87°26'23" W a distance of 500.00 feet to the Point of Beginning. Lying and being in Miami Dade County, Florida and containing 147,969 square feet or 3.31 acres, more or less.

Exhibit 5

CHARLES DEERING ESTATE

ROAD CLOSING - R/W 2



LEGAL DESCRIPTION: ROAD SECTION OF SW 72nd AVENUE BETWEEN SW 168th STREET AND SW 166th STREET

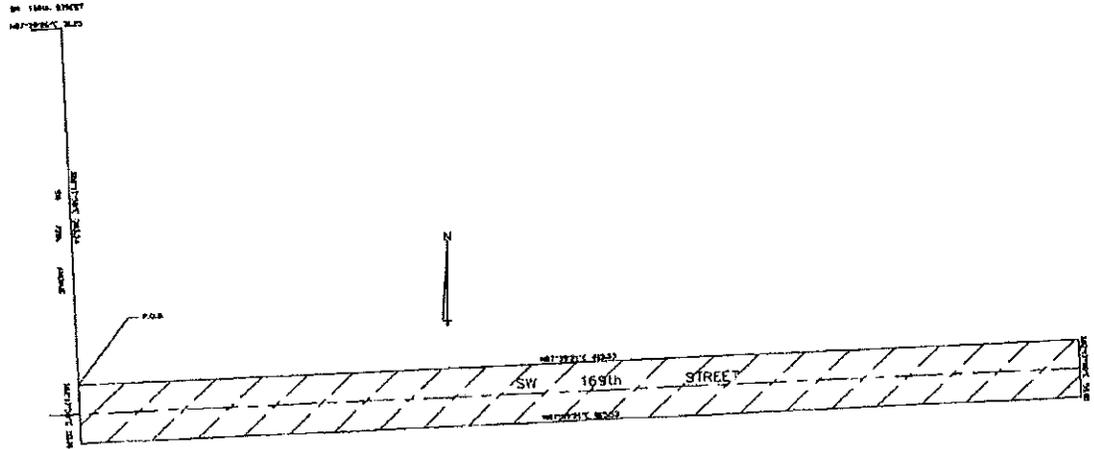
Being a portion of Section 35, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 91, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the North East corner NW $\frac{1}{4}$ of said Section 35; thence $S 02^{\circ} 17' 58''$ E along the West-south line NW $\frac{1}{4}$ of said Section 35, for a distance of 355.77 feet to the intersection with the South-southly Right-of-Way line of SW 168th street, being the Point of Beginning of the hereinafter described parcel; thence $N 87^{\circ} 07' 58''$ E along said South-southly Right-of-Way line a distance of 151.07 feet; thence $S 02^{\circ} 17' 58''$ E a distance of 321.67 feet; thence $S 87^{\circ} 07' 58''$ W a distance of 50.00 feet; thence $N 02^{\circ} 17' 58''$ W a distance of 321.67 feet; thence $N 87^{\circ} 07' 58''$ E a distance of 151.07 feet to the Point of Beginning, lying and being in Miami Dade County, Florida and containing 162.64 square feet or 0.37 acres, more or less.

Exhibit 6

CHARLES DEERING ESTATE

ROAD CLOSING - R/W 3



LEGAL DESCRIPTION - ROAD SECTION SW 169th STREET BETWEEN SW 720th AVENUE AND BISCAJUNE BAY

Being a portion of Section 35, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 3, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the North East corner NW $\frac{1}{4}$ of said Section 35, thence N 87° 39' 26" E along the North line of said Section 35, for a distance of 25.97 feet, thence S 02° 17' 58" E, a distance of 306.67 feet to the Point of Beginning of the hereinafter described parcel, thence N 87° 39' 21" E, a distance of 815.53 feet more or less to the Mean High Water line of Biscayne Bay, thence S 02° 17' 58" E a distance of 30.00 feet, thence S 87° 17' 52" W, a distance of 815.53 feet more or less to the interception of the south prolongation with the Eastern Right of Way line of SW 720th Avenue, thence N 02° 17' 58" W, a distance of 50.00 feet to the Point of Beginning. Lying and being in Miami Dade County, Florida and containing 43,776 square feet or 0.04 acres, more or less.



February 11, 2008

Sent via Certified Mail

Miami-Dade County
Parks and Recreation
275 NW 2ND Street
4TH Floor
Miami, FL 33128

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

Dear Sirs and/or Madams:

The Village of Palmetto Bay received a petition from Miami-Dade County, Parks & Recreation Department initiating a process to abandon the right-of-way for three (3) portions of roads within the Charles Deering Estate. The Village of Palmetto Bay holds title to public land in trust and has the power to discontinue the use of streets and alleys, and to abandon and vacate rights-of-ways when it is in the public interest. The Village intends to abandon the following three (3) road sections: SW 72nd Avenue between SW 156th Street and 164th Terrace, SW 72nd Avenue between SW 168th Street and SW 169th Street, and SW 169th Street between SW 72nd Avenue and Biscayne Bay. The rights-of-way are not being maintained by the Village, are not used for emergency vehicle access to the rear of the properties, and are not used as legal access to any of the properties abutting the right-of-way.

Once the right-of-way is vacated, the State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, EEL and subleases as adjacent property owner/users, will automatically take title to a portion of the property to the midpoint of the right-of-way. The Village of Palmetto Bay disclaims any and all interest in the abandoned property, disclaims any and all legal responsibility relating to the right-of-ways and drainage in the area, and further disclaims any and all legal liability relating thereto. The adjacent lots are owned by the State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL and more particularly described as:

Miami-Dade County and State of Florida
February 11, 2008
Page 2 of 2

Charles Deering Estate
16701 SW 72nd Avenue
Palmetto Bay, Florida 33157

The State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL shall be responsible for any property taxes associated with their portion of the reverted land. The Village Clerk will provide a copy of all documents for recordation to Miami-Dade County Tax Appraiser once right-of-way has reverted to The State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL.

A public hearing will be held on the Village of Palmetto Bay's Resolution seeking to release all interest in certain real property and abandoning a right-of-way for three portions of roads located within the Charles Deering Estate. We enclose a copy of the proposed resolution for your review. The Village will conduct a public hearing during its regular Council Meeting on March 3, 2008 at the Deering Estate Visitor's Center, 16701 SW 72ND Avenue, Palmetto Bay at 7:00 p.m.

If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

Ron E. Williams
Village Manager



February 11, 2008

Sent via Certified Mail

Board of Trustees of the Internal
Improvement Trust Fund of the
State of Florida
3900 Commonwealth Blvd. Rm. 412
Tallahassee, FL 32303

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

Dear Sirs and/or Madams:

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Once the right-of-way is vacated, the State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, EEL and subleases as adjacent property owner/users, will automatically take title to a portion of the property to the midpoint of the right-of-way. The Village of Palmetto Bay disclaims any and all interest in the abandoned property, disclaims any and all legal responsibility relating to the right-of-ways and drainage in the area, and further disclaims any and all legal liability relating thereto. The adjacent lots are owned by the State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL and more particularly described as:

Miami-Dade County and State of Florida
February 11, 2008
Page 2 of 2

Charles Deering Estate
16701 SW 72nd Avenue
Palmetto Bay, Florida 33157

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If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

Ron E. Williams
Village Manager



February 11, 2008

Sent via Certified Mail

Florida Department of
Environment Protection
3900 Commonwealth Blvd. M.S. 100
Tallahassee, FL 32399

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

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Miami-Dade County and State of Florida
February 11, 2008
Page 2 of 2

Charles Deering Estate
16701 SW 72nd Avenue
Palmetto Bay, Florida 33157

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If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

Ron E. Williams
Village Manager



February 11, 2008

Sent via Certified Mail

Miami-Dade County
DERM-EEL
33 SW 2nd Avenue
Miami, FL 33130

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

Dear Sirs and/or Madams:

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Miami-Dade County and State of Florida
February 11, 2008
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Charles Deering Estate
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If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

Ron E. Williams
Village Manager



February 11, 2008

Sent via Certified Mail

Mr. and Mrs. Shaw
15550 SW 72ND Avenue
Palmetto Bay, FL 33157

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

Dear Mr. and Mrs. Shaw:

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Miami-Dade County and State of Florida
February 11, 2008
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Charles Deering Estate
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If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

Ron E. Williams
Village Manager



February 11, 2008

Sent via Certified Mail

Ms. Osorio
15555 SW 72ND Avenue
Palmetto Bay, FL 33157

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

Dear Ms. Osorio:

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Miami-Dade County and State of Florida
February 11, 2008
Page 2 of 2

Charles Deering Estate
16701 SW 72nd Avenue
Palmetto Bay, Florida 33157

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If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

Ron E. Williams
Village Manager



February 11, 2008

Sent via Certified Mail

Mr. and Mrs. Szwed
15500 SW 72nd Avenue
Palmetto Bay, FL 33157

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

Dear Mr. and Mrs. Szwed:

The Village of Palmetto Bay received a petition from Miami-Dade County, Parks & Recreation Department initiating a process to abandon the right-of-way for three (3) portions of roads within the Charles Deering Estate. The Village of Palmetto Bay holds title to public land in trust and has the power to discontinue the use of streets and alleys, and to abandon and vacate rights-of-ways when it is in the public interest. The Village intends to abandon the following three (3) road sections: SW 72nd Avenue between SW 156th Street and 164th Terrace, SW 72nd Avenue between SW 168th Street and SW 169th Street, and SW 169th Street between SW 72nd Avenue and Biscayne Bay. The rights-of-way are not being maintained by the Village, are not used for emergency vehicle access to the rear of the properties, and are not used as legal access to any of the properties abutting the right-of-way.

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Miami-Dade County and State of Florida
February 11, 2008
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Charles Deering Estate
16701 SW 72nd Avenue
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The State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL shall be responsible for any property taxes associated with their portion of the reverted land. The Village Clerk will provide a copy of all documents for recordation to Miami-Dade County Tax Appraiser once right-of-way has reverted to The State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL.

A public hearing will be held on the Village of Palmetto Bay's Resolution seeking to release all interest in certain real property and abandoning a right-of-way for three portions of roads located within the Charles Deering Estate. We enclose a copy of the proposed resolution for your review. The Village will conduct a public hearing during its regular Council Meeting on March 3, 2008 at the Deering Estate Visitor's Center, 16701 SW 72ND Avenue, Palmetto Bay at 7:00 p.m.

If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

Ron E. Williams
Village Manager



February 11, 2008

Sent via Certified Mail

Mr. Angulo
6001 SW 115TH Street
Palmetto Bay, FL 33156

Re: Abandoning a Right-of-Way for Three Portions of Roads Located within the Charles Deering Estate - Road Section 1: 72nd Avenue between SW 156th Street and SW 164th Terrace, Road Section 2: 72nd Avenue between SW 168th Street and SW 169th Street, and Road Section 3: SW 169th Street between SW 72nd Avenue and Biscayne Bay.

Dear Mr. Angulo:

The Village of Palmetto Bay received a petition from Miami-Dade County, Parks & Recreation Department initiating a process to abandon the right-of-way for three (3) portions of roads within the Charles Deering Estate. The Village of Palmetto Bay holds title to public land in trust and has the power to discontinue the use of streets and alleys, and to abandon and vacate rights-of-ways when it is in the public interest. The Village intends to abandon the following three (3) road sections: SW 72nd Avenue between SW 156th Street and 164th Terrace, SW 72nd Avenue between SW 168th Street and SW 169th Street, and SW 169th Street between SW 72nd Avenue and Biscayne Bay. The rights-of-way are not being maintained by the Village, are not used for emergency vehicle access to the rear of the properties, and are not used as legal access to any of the properties abutting the right-of-way.

Once the right-of-way is vacated, the State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, EEL and subleases as adjacent property owner/users, will automatically take title to a portion of the property to the midpoint of the right-of-way. The Village of Palmetto Bay disclaims any and all interest in the abandoned property, disclaims any and all legal responsibility relating to the right-of-ways and drainage in the area, and further disclaims any and all legal liability relating thereto. The adjacent lots are owned by the State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL and more particularly described as:

Miami-Dade County and State of Florida
February 11, 2008
Page 2 of 2

Charles Deering Estate
16701 SW 72nd Avenue
Palmetto Bay, Florida 33157

The State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL shall be responsible for any property taxes associated with their portion of the reverted land. The Village Clerk will provide a copy of all documents for recordation to Miami-Dade County Tax Appraiser once right-of-way has reverted to The State of Florida, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Miami-Dade County, DERM, and EEL.

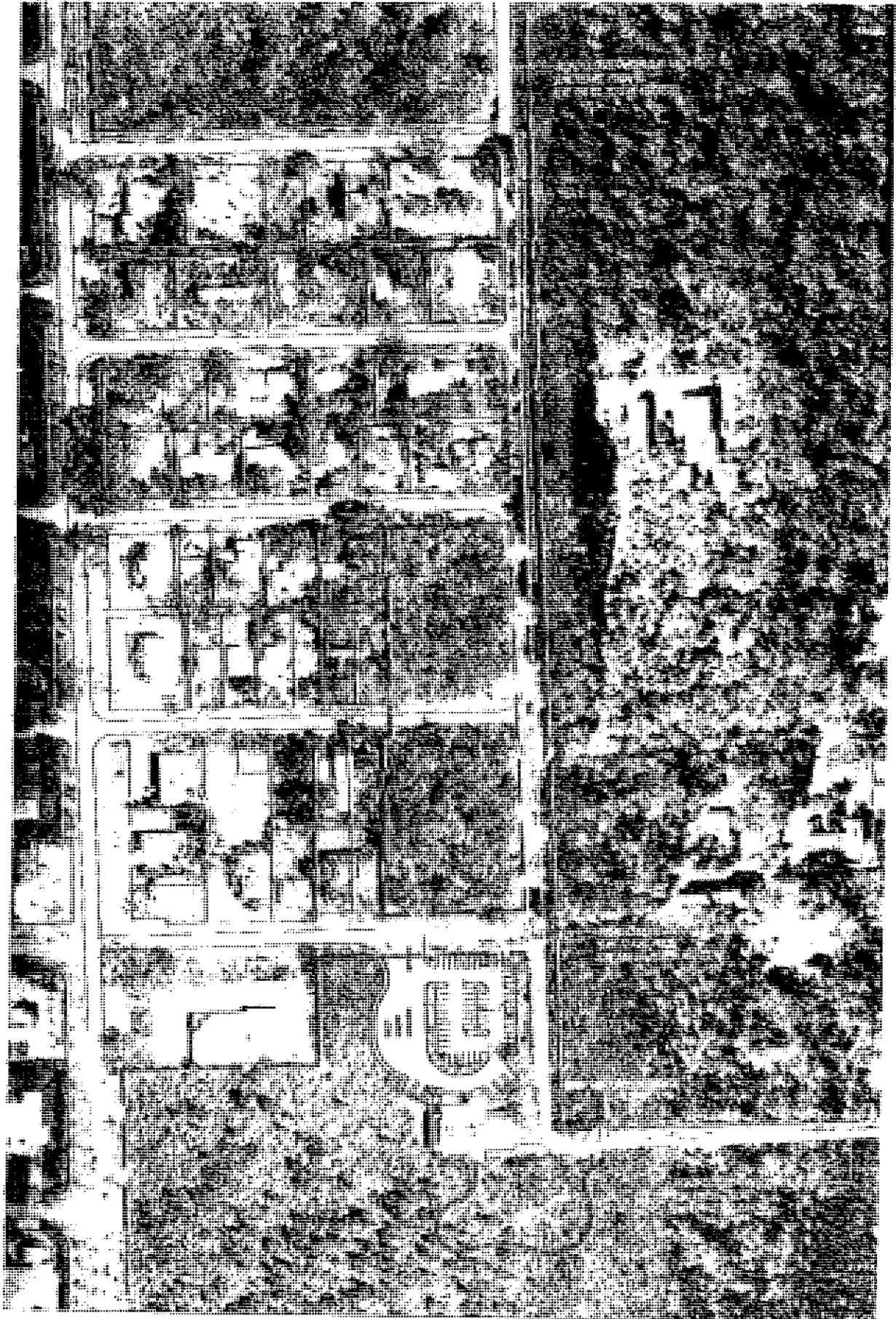
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If you have any questions or comments, the Village asks that you contact Corrice E. Patterson, the Village's Director of Public Works at (305) 259-1234.

Sincerely,

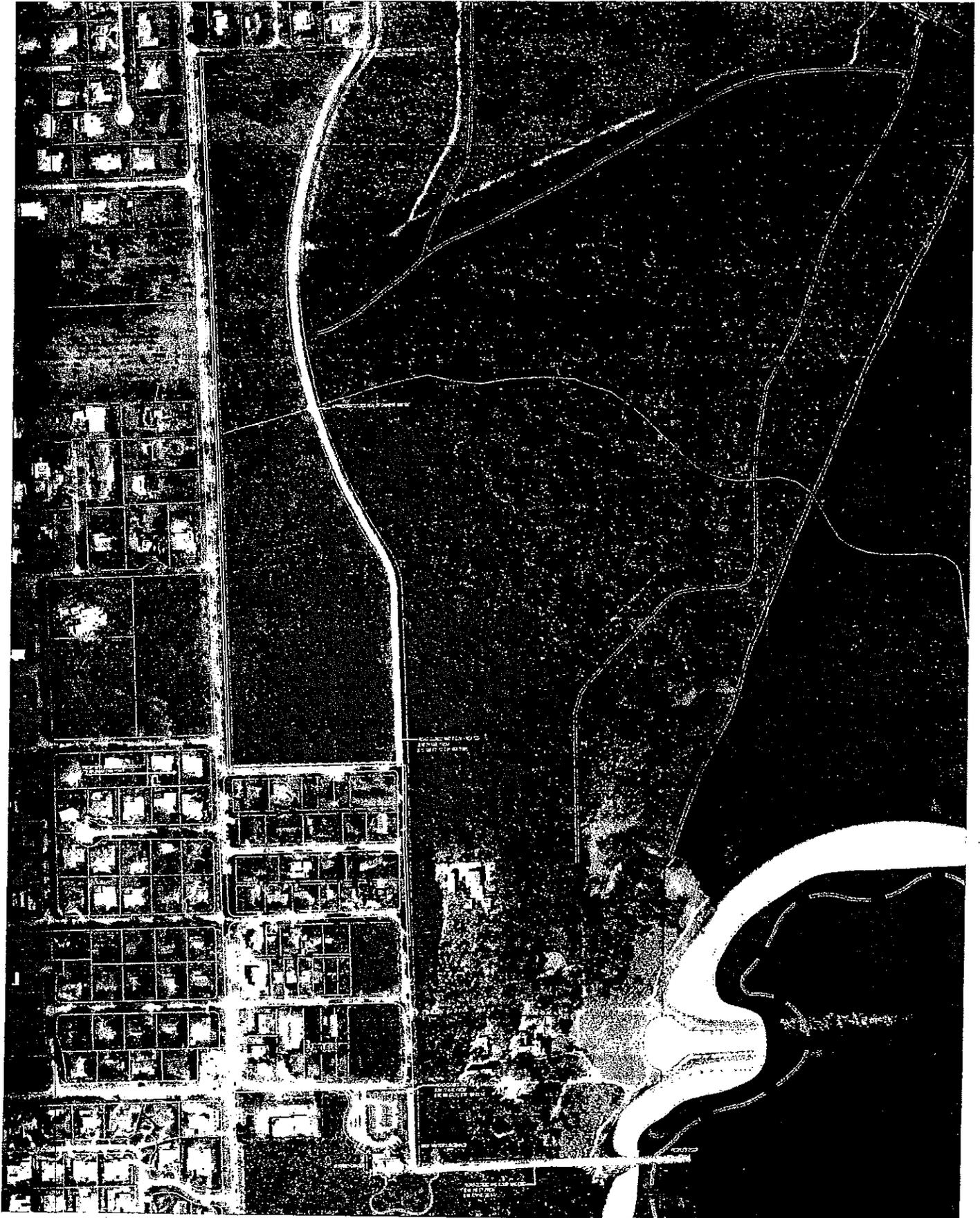
Ron E. Williams
Village Manager

CHARLES DEERING ESTATE
ROAD CLOSURE



CHARLES DEERING ESTATE

ROAD CLOSURE



ACCESS EASEMENT AGREEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2008, by and between the Village of Palmetto Bay (Grantor) and the State of Florida, and its sub-lessee Miami-Dade County, through its Park and Recreation Department ("Grantee").

WITNESSETH: in consideration of the sum of \$10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. The Village of Palmetto Bay, Grantor, provides a perpetual easement of certain rights-of-way, as described below to the Grantee, of that public rights-of way described as:

ROAD SECTION 1: 72 AVENUE BETWEEN SW 156 STREET AND SW 164 TERRACE

Being a portion of Section 26, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 30, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the South $\frac{1}{4}$ corner of said Section 26; thence N $2^{\circ}58'00''$ W along the West SE $\frac{1}{4}$ Section line of said Section 26, for a distance of 1235.45 feet; thence S $87^{\circ}26'23''$ E a distance of 25.00 feet to the Point of Beginning of the hereinafter described parcel; thence N $02^{\circ}58'00''$ W a distance of 665.85 feet; thence to the point of curvature of a circular curve concave to the west; thence run northwesterly and westerly along the arc of said circular curve having a radius of 325.00 feet, through a central angle of $30^{\circ}12'57''$ for a arc distance of 171.39 feet to the point of reverse curvature with a circular curve concave to the east; thence run northwesterly and northeasterly along the arc of said circular curve having a radius of 1960.00 feet, through a central angle of $50^{\circ}32'18''$ for a arc distance of 1728.84 feet to the point of compound curvature with a circular curve concave to the southeast; thence run northeasterly along the arc of said circular curve having a radius of 827.07 feet, through a central angle of $17^{\circ}19'44''$ for a arc distance of 250.14 feet to the point of reverse curvature with a circular curve concave to the northwest; thence run northeasterly along the arc of said circular curve having a radius of 325.00 feet, though a

central angle of $11^{\circ}02'17''$ for a arc distance of 62.61 feet; thence $N 87^{\circ}58'25'' W$ a distance of 54.65 feet; thence to the point of curvature of a circular curve concave to the southwest; thence run southwesterly and westerly along the arc of said circular curve having a radius of 375.00 feet, through a central angle of $14^{\circ}39'28''$ for a arc distance of 95.93 feet to the point of reverse curvature with a circular curve concave to the southeast; thence run southwesterly along the arc of said circular curve having a radius of 777.07 feet, through a central angle of $17^{\circ}19'44''$ for a arc distance of 235.02 feet to the point of compound curvature with a circular curve concave to the east; thence run southwesterly and southeasterly along the arc of said circular curve having a radius of 1910.00 feet, through a central angle of $50^{\circ}32'18''$ for a arc distance of 1684.74 feet to the point of reverse curvature with a circular curve concave to the southwest; thence run southeasterly and southerly along the arc of said circular curve having a radius of 375.00 feet, through a central angle of $30^{\circ}12'57''$ for a arc distance of 197.76 feet; thence $S 02^{\circ}58'00'' E$ a distance of 666.35 feet; thence $S 87^{\circ}36'23'' W$ a distance of 50.00 feet to the Point of Beginning. Lying and being in Miami Dade County, Florida and containing 143,969 square feet or 3.31 acres, more or less.

ROAD SECTION 2: 72 AVENUE BETWEEN SW 168 STREET AND SW 169 STREET

Being a portion of Section 35, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 30, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the North East corner $NW \frac{1}{4}$ of said Section 35; thence $S 02^{\circ}17'58'' E$ along the Westerly line $NW \frac{1}{4}$ of said Section 35, for a distance 35.00 feet to the interception with the Southerly Right of Way line of SW 168th Street, being the Point of Beginning of the hereinafter described parcel; thence $N 87^{\circ}07'58'' E$ along said Southerly Right of Way line a distance of 25.00 feet; thence $S 02^{\circ}17'58'' E$ a distance of 321.67 feet; thence $S 87^{\circ}39'21'' W$ a distance of 50.00 feet; thence $N 02^{\circ}17'58'' W$ a distance of 321.67 feet; then $N 87^{\circ}17'52'' E$ a distance of 25.00 feet to the Point of Beginning. Lying and being in Miami Dade County,

Florida and containing 16,084 square feet or 0.37 acres, more or less.

ROAD SECTION 3: SW 169 STREET BETWEEN SW 72 AVENUE AND BISCAYNE BAY

Being a portion of Section 35, Township 55 South, Range 40 East, of CHARLES DEERING ESTATE, according to the Plat thereof as recorded in Plat Book 34, at Page 30, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the North East corner NW ¼ of said Section 35; thence N 87°39'26" E along the North line of said Section 35, for a distance of 25.00 feet; thence S 02°17'58" E a distance of 306.67 feet to the Point of Beginning of the hereinafter described parcel; thence N 87°39'21" E a distance of 815.53 feet more or less to the Mean High Water line of Biscayne Bay; thence S 02°17'58" E a distance of 50.00 feet; thence S 87°17'52" W a distance of 815.53 feet more or less to the interception of the south prolongation with the Easterly Right of Way line of SW 72 avenue; thence N 02°17'58" W a distance of 50.00 feet to the Point of Beginning. Lying and being in Miami Dade County, Florida and containing 40,776 square feet or 0.94 acres, more or less.

As a condition to providing the perpetual easement, the Grantor requires as a condition precedent, that the Grantee and its sublessees, provide a perpetual public easement to the Village for ingress and egress access to those rights-of-way for public pedestrian and bicycle usage through those rights-of-way to the remainder of the Deering Estate abutting the perpetual easement area. The public easement shall provide the Grantee, and the Village's residents with an easement access to the Deering Estate and park for public use.

2. That for, and in consideration of this agreement and other consideration shown herein, the Grantor does hereby grant to the Grantee, a perpetual easement of the property delineated above, as shall be recorded in public records of Miami-Dade County; and that said lands shall inure to the benefit of the aforesaid easement area for the purpose of a public access easement in perpetuity. Grantee shall be entitled to pave, repair and rehabilitate the public easement area solely for the purpose of pedestrian and bicycle access.

3. That the easement granted in this agreement is considered and proclaimed by the parties hereto to be a covenant running with the land and the easement shall include:

(a) there shall be, and Grantor hereby reserves and covenants that the Grantee shall have a non-exclusive easement appurtenant for pedestrian and bicycle traffic over the easement area right-of-way identified herein.

(b) The Grantee shall be required to install, operate, maintain, repair, replace, and update the condition of the easement area to ensure safe and secure use of the easement area.

(c) Additionally, Grantee shall ensure fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the easement area in the performance of their respective duties. Grantee may, in its sole and absolute discretion grant a non-exclusive easements in favor of persons who is not the Grantor over and upon the easement area (or portions thereof) for pedestrian and/or vehicular ingress and egress over, through and across the easement area, as may be reasonably necessary for access to and from the easement area to the remainder of the Deering Estate, adjoining the easement area.

(d) The Grantee covenants, warrants, and agrees with the Grantor that the premises shall be used by Grantee only for the permitted use, and that Grantee and all persons using the premises pursuant to this agreement will comply with all laws, rules, and regulations of the federal, state, village and county governments and other authorities having jurisdiction (collectively, "AHJ"), and of any lawful order of any officer thereof (collectively, legal requirements), that relate to the permitted use. The Grantee, the Grantor, and all persons using the premises pursuant to this agreement shall not store fuel, or hazardous materials, solid waste or other toxic materials at the easement area. Used in this agreement, the term "hazardous material" means any hazardous or toxic substance, material waste, which is or becomes regulated by any local governmental authority in the State of Florida or by any governmental authority of the United States. Grantee agrees to indemnify and hold the Grantor harmless from any and all claims, demands, liabilities, losses, damages or expenses arising as a result of Grantor's or any such persons' breach or failure to perform any of the terms that are contained in this paragraph. Both parties covenant and agree that both will occupy and maintain the premises in a good condition and that it will not commit, or suffer to be committed, any waste of or on the premises. Neither party shall use the premises for any unlawful purpose and shall comply with all laws and permitting requirements applicable now, or in the future, to the permitted use. Neither party shall permit any offensive, or dangerous activity, nor any nuisance or other conduct at the premises in violation of the public policy of the Village, County or State. The indemnification provisions of this section shall survive any termination of this easement agreement.

(f) The Grantee shall be responsible for maintaining any fences separating the easement area from the remainder of the land owned and/or operated by the Grantee in good working condition. The Grantee shall ensure that for the length of this agreement that the sidewalk and curb are not materially deteriorated due to use of the site and shall

ensure that no gate or fence shall preclude access during day-light hours to the easement area. The Grantor may periodically inspect the premises to advise of any maintenance issues that require attention during the term of this agreement, but shall have no obligation to do so.

(g) The Grantee warrants, covenants and agrees with Grantor that Grantor shall have the right but not the obligation to enter upon the premises at such times and at such places during reasonable business hours, for the purpose of inspecting the premises or for any purpose whatsoever.

(h) The maintenance obligations of the Grantee shall include, without limitation, the duty and obligation to operate and maintain any portion of the access easement area in compliance with the regulations and restrictions imposed by the local governmental authority and those imposed of record.

4. Grantee hereby further warrants, covenants and agrees that it will not assign this easement agreement, or any interest therein, either voluntarily or involuntarily to any entity, without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

5. It is further mutually understood and agreed that if suit be brought to correct any breach of any provision or condition of this easement agreement to be performed by Grantor or Grantee, the prevailing party shall be entitled to an award of reasonable attorney fees and costs, including paralegal fees, for commencing or prosecuting any action, through trial, and any appeal. Venue for any litigation shall be Miami-Dade County, Florida, and this easement agreement shall be interpreted under Florida law.

6. It is further understood and agreed by and between the parties that the warranties, covenants and provision set forth in this easement agreement and made by Grantor are expressly made conditions to the Grantor's continued use of the premises, and if, during the term that this easement agreement is in effect, Grantee fails or defaults in the faithful performance or keeping of any of the provisions of this easement agreement, and the failure or default shall continue for a period of thirty (30) days after receipt by Grantee of written notice from Grantor, specifying the particulars in which Grantee is in default, then Grantor, at its option, forthwith and without further notice to Grantee, may terminate and end this perpetual easement agreement and have title re-vested in the Grantor, and all rights of Grantee hereunder shall cease and transfer back to the Grantor; whereupon the Grantor may re-enter the premises and remove all persons and property at Grantee's sole cost and expense, unless within the said period of thirty (30) days Grantee, in good faith, shall have commenced and, if reasonably possible, completed such performance for the purpose of curing the default.

7. Enforcement shall be by action against any parties or persons violating or attempting to violate any provision of this easement agreement. The prevailing party to

any action or suit pertaining to or arising out of this easement agreement 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 an attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. Invalidation of any of provision of this easement agreement by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

9. 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.

10. In the event of a violation of this agreement, in addition to any other remedies available, the Village of Palmetto Bay shall be authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as there is compliance.

11. This perpetual easement agreement shall be recorded in the public records of Miami-Dade County at the Grantee's expense.

12. Whenever notice is required, it shall be addressed as follows until written notice of change of address is given to the other party and shall be sent by overnight carrier, Certified Mail, postage prepaid or via hand delivery provided a receipt is given:

Village Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157
Attention: Ron E. Williams, Village Manager
Telephone: (305) 259-1234

With a copy to: Eve A. Boutsis, Office of General Counsel
Nagin Gallop Figueredo, P.A.
18001 Old Cutler Road, Suite 556
Miami, Florida 33157
Telephone: 305-854-5353
Facsimile: 305-854-5351

Grantee State Bard of Division; Sublessees MDC,
DERM-EEL
Deering Estate at Cutler
16701 S.W. 72nd Avenue
Village of Palmetto Bay, Florida 33157

13. In the event of any litigation concerning this agreement, Grantor and Grantee hereby agree to waive any trial by jury.

14. Nothing contained in this easement agreement shall be construed to create the relationship, of Principal and Agent, Partnership, Joint Venture or any other relationship between the parties other than the relationship of Grantee as licensor and Grantor as licensee.

15. If any term, covenant or condition of this easement agreement shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this easement agreement shall be valid and enforced to the fullest extent permitted by law.

16. Notwithstanding the designation of the designated area, the roadways contained therein shall be kept clear of all materials and Grantor reserves the right of access across same.

17. The parties acknowledge that all documents prepared under this agreement shall be public records, and shall be subject to public inspection and copying, as provided by chapter 119, Florida Statutes. Upon conclusion of this agreement and any extensions, after written request by Grantor all pertinent documents shall be delivered by Grantee to Grantor.

18. Grantor and Grantee warrant that neither they, nor any principal, employee, agent, representative or family member has promised to pay, and has not, and will not, pay a fee the amount of which is contingent upon the Grantee awarding this agreement to Grantor.

19. Grantor and Grantee warrants that to their knowledge neither party, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this agreement in violation of any of the provisions of Miami-Dade County or the Grantor's conflict of interest and code of ethics ordinances.

20. Each of the signatories to this agreement warrant that s/he is duly authorized, by the appropriate action of his or her respective entity, board of directors or other authority, to execute this agreement and to bind the parties hereto to the promises, terms, conditions and warranties contained in this agreement.

21. This easement agreement, when signed by all of the parties, constitutes the full and complete understanding and agreement of all the parties hereto and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This easement agreement and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or

written, between the parties. In the event of any conflict, the terms of this agreement will govern over the provisions of any incorporated documents.

22. This easement agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same easement agreement. The parties hereby acknowledge and agree that facsimile signature of this easement agreement shall have the same force and effect as original signatures.

23. In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this easement agreement.

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed in this agreement to be effective on the ____ day of April, 2008.

VILLAGE OF PALMETTO BAY,
GRANTOR

By: _____
Ron E. Williams,
Village Manager

ATTEST:

Meighan J. Rader,
Village Clerk

SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me this ____ day of _____, 2008, by Ron E. Williams, Village Manager, Village of Palmetto Bay, who is ____ personally known to me or ____ produced _____ as identification.

Notary Public – State of Florida
Printed Name: _____
Commission No.: _____

My Commission Expires:

GRANTEE

By: _____

WITNESSED:

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me this _____ day of _____, 2008, by
_____, who is _____ personally known to me or _____ produced
_____ as identification.

Notary Public – State of Florida
Printed Name: _____
Commission No.:

My Commission Expires: