ZONING HEARING OF MONDAY, JANUARY 25, 2016
VILLAGE HALL COUNCIL CHAMBERS
9705 E. HIBISCUS STREET, PALMETTO BAY, FLORIDA

NOTICE: THE FOLLOWING HEARING IS SCHEDULED FOR 7:00 PM.
ALL PARTIES SHOULD BE PRESENT AT THAT TIME

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE VILLAGE OF PALMETTO BAY COUNCIL SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE VILLAGE OF PALMETTO BAY COUNCIL BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COUNCIL BE GRANTED BY THE MAJORITY VOTE OF THE COUNCIL MEMBERS PRESENT.

THE NUMBER OF CORRESPONDENCE RECEIVED IN SUPPORT OF AN APPLICATION AND THE NUMBER OF CORRESPONDENCE RECEIVED AGAINST AN APPLICATION WILL BE READ INTO THE RECORD AT THE TIME OF HEARING AS EACH APPLICATION IS READ.

THOSE ITEMS NOT HEARD PRIOR TO THE ENDING TIME FOR THIS MEETING, WILL BE DEFERRED TO THE NEXT AVAILABLE VILLAGE OF PALMETTO BAY ZONING HEARING MEETING DATE FOR THIS COUNCIL.

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1. Call to Order, Roll Call, Pledge of Allegiance

2. Reading of decorum statement/Swearing in of witnesses

3. Approval of Minutes:

a. December 14, 2015 Zoning Hearing

4. Public Hearing Item: - APPLICANT HAS REQUESTED DEFERRAL TO DATE CERTAIN OF FEBRUARY 22, 2016

Item 1:

The following item is being considered pursuant to Division 30-50.21 of the Village's Land Development Code:

Applicant: The Deering Estate Foundation (VPB-15-016)

Folio:	33-5026-000-0230
Location:	7350 SW 162 Street, Palmetto Bay, FL 33157
Zoned:	E-1 & E-1C
Request:	Establish a public educational research facility in partnership with Miami-Dade County.

PLANS ARE ON FILE FOR THE ABOVE APPLICATION AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED AT THE PUBLIC HEARING.

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. Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

Further information and assistance may be obtained by contacting the Legal Counsel's office for the Department of Planning & Zoning at (305) 760-8544, 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

January 5, 2016

Michele Lopez
The Corradino Group
4055 NW 97th Avenue, Suite 200
Miami, FL 33178

Re: Village of Palmetto Bay for Zoning application **VPB-15-016**

In compliance with Section 30-30.11(d), of the Village's Land Development Code, staff's analysis of the zoning application request, VPB-15-016, is hereby issued and provided to you, at least twenty (20) days prior to the hearing scheduled for January 25, 2016. The documentation submitted pursuant to the zoning application request can be found in the back-up portion of the Village's Memorandum.

Pursuant to Section 30-30.12(a), all responses to staff's report, your list of expert witnesses and their qualifications, and any other supplemental information pertinent to your request and to be presented at the hearing, must be filed with the Planning and Zoning Department fifteen (15) days prior to the hearing. The deadline for filing such information is January 11, 2016. Section 30-30.12 is attached herein to provide a complete description of all necessary submittal requirements. Any information submitted after January 11, 2016, may only be considered during the hearing at the discretion of the Mayor and Village Council by voice vote.

Sincerely,

Darby P. Delsalle, AICP
Planning and Zoning Director

9705 East Hibiscus Street, Palmetto Bay, FL 33157
Tel: (305) 259-1234 ♦ www.palmettobay-fl.gov

STAFF REPORT

THE DEERING ESTATE FOUNDATION

VPB-15-016

VILLAGE OF PALMETTO BAY
FLORIDA
ZONING ANALYSIS

FILE: VPB-15-016 **HEARING DATE:** 1/25/2016

APPLICANT: The Deering Estate Foundation, Inc. **COUNCIL DIST.:** 2

A. GENERAL INFORMATION

REQUEST: Establish a public educational research facility.

LOCATION: 7350 SW 162 Street

LOT SIZE: 381,150 (8.75 Acres)

FOLIO #: 33-5026-000-0230

B. BACKGROUND

The applicant, Deering Estate Foundation, a non-for profit organization, acquired the property in question as a donation from the previous land owner, Martha S. Weeks. Commonly referred to as the "Weeks" property, the donation was predicated upon maintaining, protecting and preserving the grounds in their natural state. The applicant, who's general mission is directed towards the service and preservation of the Deering Estate Park located across Old Cutler Road, is seeking to partner with Miami-Dade County and other potential university partners for the purpose of educating, preserving and conducting research into South Florida's natural environment. It is the intention of the applicant to maintain the existing nature of this unique and undeveloped property by creating a research facility to achieve that goal. The foundation and Miami-Dade County Parks proposes to change the use of the 11,560 square foot home on the property into an educational research field station. The field station would be used for lectures, classes, community outreach, and house graduate students conducting scientific research. Initial plans are for up to six (6) residents with potential expansion to ten (10) in the future.

C. SITE PLAN CHANGES

The Foundation intends to use the facility in partnership with the Miami-Dade County Parks, Recreation, and Open Space to serve the programmatic needs that promote and foster environmental research and education. Minimal external modifications are planned in order to maintain consistency with the surrounding established neighborhood. The interior of the facility will be repurposed with minimal alteration to accommodate the intended purpose. On the first floor, one study room will be used for Library and Archival purposes. The

second study room will house five work stations. The main kitchen and family room will remain unchanged and the living and dining room will serve as the common meeting space. Future alterations to the second floor and master bedroom suite, may add additional research space or potentially house an additional four (4) residents. The stand-alone apartment is planned to house six (6) residents. In total, the plan proposes five (5) staff members and four (4) to six (6) resident students with the potential to expand to ten (10) resident students in the future. The application includes a plan for the parking area, however parking lot lighting is regulated by Miami-Dade County Code of Ordinances at Section 8C-3. No additional parking for the property is contemplated at this time. Parking for occasional events and fundraisers is to be coordinated with the onsite facilities at Deering Estate Park and with valet services.

D. ZONING HEARING HISTORY

On October 9, 1951, pursuant to **Resolution No. 4565,** Preston Bird, appeared before the Dade County Board of County Commissioners, and applied to rezone the property to RU-1 and RU-2. This application was approved.

E. NEIGHBORHOOD CHARACTERISTICS

ZONING		LAND USE DESIGNATION
Subject Property:		
E-1 & E-1C; One Acre Estate SFR		Estate Density Residential
Surrounding Properties:		
NORTH:	E-1; One Acre Estate SFR	Estate Density Residential
EAST:	E-1C; One Acre Estate SFR	Estate Density Residential
SOUTH:	E-M; Estate Modified SFR	Estate Density Residential
WEST:	E-M; Estate Modified SFR	Estate Density Residential

F. ANALYSIS

Section 30-50.21 of the Village's Land Development Code, provides a procedure for the Village Council to authorize on lands: public facilities, public parks, playgrounds, buildings, and other ancillary structures and uses without regard to the zoning or use classification of any particular site. In approving a government facility site plan, the Council should take into consideration the type of function involved, the public need therefore, the existing land use pattern in the area, alternative locations for the facility, and the nature of the impact of the facility to the surrounding properties.

The Background Section and Site Plan Changes Section of this report is hereby incorporated into this analysis by reference. Although not required, staffs review of the applicant's submittal relied upon the provisions at Code Sections 30-50.6, 30-50.7, and 30-100, to guide the appropriateness of the proposed site plan modifications. This was done given the

residential nature of the surrounding community to ensure minimum impact as well as to ensure maximum compliance with adopted development standards. That review found the site plan to be substantially in compliance. Staff's review of the application for compliance with the Village's Comprehensive Plan found the request to be consistent thereto. Staff has no objection to the operational conditions offered by the applicant. Given the above, the request appears to satisfy the considerations delineated under Section 30-50.21(a)(2).

This property and its location are unique. It possesses a hardwood hammock that has never seen development. Such tracks of land on the east side of South Florida are few and far between. The property's proximity to the larger Deering Estate property across the street offers a unique opportunity for collaboration with the Miami-Dade County and research universities interested in environmental research of this type. The educational component offers the opportunity to share knowledge of South Florida's ecosystem with students of all ages.

The property is located adjacent to Old Cutler Road and is surrounded on three sides by quiet a residential neighborhood organized into one and one/quarter acre lots. It is the applicant's intent to blend the use of the facility seamlessly into the fabric of the neighborhood. To ensure the integrity of the adjacent neighborhood is maintained, it is recommended that events and fundraisers conducted at the facility be limited to once a month; that all such events end by no later than 11:00 p.m.; and that parking within the swale area shall be prohibited. Staff supports the applicant's suggestion that parking for such events be managed through valet services and parking at the Deering Estates Property. Staff further recommends no changes be made to the width or configuration of the right-of-way at SW 162 Street.

G. NEIGHBORHOOD SERVICES

Code Compliance	No Objection
DERM	Required
Building and Capital Projects	Required
Public Works	No Objection

H. RECOMMENDATION:

Staff recommends approval, under Section 30-50.21 of the Land Development Code, to allow plans entitled "Deering Estate Foundation, Inc. Conceptual site plan," consisting of four (4) pages, dated stamped November 23, 2015, as prepared by The Corradino Group, with the following conditions:

1. Special events and fundraisers at the property shall not exceed once a month.
2. Special events and fundraisers shall not occur past 11:00 p.m.
3. No Parking shall be permitted within the swale areas.
4. Parking for any event that exceeds available spaces on the property shall be accommodated at the Deering Estate Park property and/or through the use of a valet parking service.

5. The right-of-way along SW 162 Street shall remain at its current width and configuration.

Darby Delsalle, AICP, Director
Department of Planning & Zoning

Department of Public Services
Planning and Zoning Comment Sheet

RE: Deering Estate Foundation Inc. Letter of Intent Requesting Public Facilities Designation

Project Site: 7350 SW 162nd Street (Folio: 33-5026-000-0230)

Reviewer: Corrice E. Patterson

Date: December 8, 2015

The Department of Public Services for the Village of Palmetto Bay reviewed the Public Facilities application request and has no objection to the applicants request to designate the 8.75 acre property (Folio: 33-5026-000-0230), located at 7350 SW 162nd Street, Village of Palmetto Bay, Florida for use as a public facility pursuant to the Village's Zoning Code. At this time, the designation of the property from E1 to E1C has no impact on Village owned public rights of way.

RESOLUTION

THE DEERING ESTATE FOUNDATION

VPB-15-016

RESOLUTION NO_____

ZONING APPLICATION VPB-15-016

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; PURSUANT TO SECTION 30-50.21, ESTABLISHING A PUBLIC EDUCATIONAL FACILITY AT 7350 SW 162 STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner, The Deering Estate Foundation, a not for profit organization, desires to establish, in conjunction with Miami-Dade County, a public educational research facility; and

WHEREAS, the mission of the educational research facility is to study South Florida's natural environment in and around the property as well as those lands within the Deering Park property across the street; and

WHEREAS, in keeping with the surrounding residential neighborhood, only modest adjustments to the exterior of the property are to be implemented to minimize any unintended impact; and

WHEREAS, it is the desire of Deering Estate Foundation, and its partner Miami-Dade County to preserve, protect and study the natural fauna of the property and adjacent park; and

WHEREAS, the Mayor and Village Council desire to approve the site plan request for the property located at 7350 SW 162 Street.

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

Section 1. A hearing on the present application was held on January 25, 2016, in accordance with section 30-50.21 of the Village's Code of Ordinances. Pursuant to the hearing, the Mayor and Village Council make the following findings of fact, and conclusions of law.

Section 2. Findings of fact.

1. The subject property is located at 7350 SW 162 Street, as more specifically described as:

> The Southwest Quarter (SW1/4) of the Northeast quarter (NE 1/4) of the Southwest quarter (SW1/4) of section 26, Township 55 South, Range 40 East; Less the East 35 feet, the south 35 feet, and the west 25 feet thereof for

right-of–way; lying and being in Miami-Dade County Florida, Containing 8.75 acres.

2. The above whereas clauses incorporated herein are true.

3. The requested site plan is consistent with the Village's Comprehensive Plan, as further specified in the Analysis Section of the Village's staff report.

4. The rules that govern the conditions upon which a public facility is governed is located at Section 30-50.21.

5. The Village adopts and incorporates by reference the Planning & Zoning Department staff report, which expert report is considered competent substantial evidence.

6. The Village Council accepts the findings of staff as so presented in the written analysis and as presented at the hearing as it relates to compliance with the Village's Code and the findings of the Village's Public Works Department.

7. The Village Council finds The Deering Estate Foundation, Inc., site plan application submittal and the testimony provided at the hearing to be consistent with the Village's Code.

8. The Village Council did not have any substantive disclosures regarding ex-parte communications and the applicant did not raise any objections as to the form or content of any disclosures by the Council.

Section 3. Conclusions of law.

1. The Application is in compliance with the adopted 2015, Village of Palmetto Bay Comprehensive Plan and Future Land Use Map.

2. The standard of review for a public (educational) facility is found at 30-50.21 of the Village of Palmetto Bay's Land Development Code.

Section 4. Order.

The Village Council, pursuant to Section 30-50.21, of the Land Development Code, approves the plans entitled "Deering Estate Foundation, Inc., Conceptual site plan," consisting of four (4) pages, dated stamped November 23, 2015, as prepared by The Corradino Group with the following conditions:

1. Special events and fundraisers at the property shall not exceed once a month.
2. Special events and fundraisers shall not occur past 11:00 p.m.
3. No Parking shall be permitted within the swale areas.
4. Parking for any event that exceeds available spaces on the property shall be accommodated at the Deering Estate Park property and/or through the use of a valet parking service.

5. The right-of-way along SW 162 Street shall remain at its current width and configuration.

This is a final order.

Section 5. Record.

The record shall consist of the notice of hearing, the application, documents submitted by the Applicant and the Applicant's representatives to the Village of Palmetto Bay Planning and Zoning Department in connection with the application, the Village's staff report and 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 _____ day of January, 2016.

Attest: _____

Meighan Alexander
Village Clerk

_____

Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

This Resolution was filed in the Office of the Village Clerk on this ____ day of _____, 2016.

_____

Meighan Alexander
Village Clerk

ZONING HISTORY

THE DEERING ESTATE FOUNDATION

VPB-15-016

RESOLUTION NO. 4565

The following resolution was offered by Commissioner I. D. MacVicar, seconded by Commissioner Preston B. Bird, and upon vote duly adopted:

WHEREAS the Dade County Planning, Zoning and Building Department has sponsored an application for the following changes of zone:

RU-1 (one family residential), 7600 cubic feet, to EU-1C (2½ acre estates) 12,100 cubic feet minimum, on N½ N½ NW¼ SW¼; N½ W½ NW¼ NE¼ SW¼; S½ S½ SW¼ SW¼; S½ W½ SW¼ SE¼ SW¼ in Section 26, Township 55 South, Range 40 East.

RU-1 and BU-2 (special business), 7600 cubic feet to EU-1C, 12,100 cubic feet minimum, on E½ W½ E½ SW¼; and on that part of E½ E½ SW¼ in Section 26, Township 55 South, Range 40 East, lying West of Old Cutler Road.

RU-1, 7600 cubic feet, to EU-1 (1 acre estates), 12,100 cubic feet minimum, on W½ SW¼, except the North 330 feet and except the South 330 feet; and on W½ W½ E½ SW¼, except the North 330 feet and except the South 330 feet; all in Section 26, Township 55 South, Range 40 East.

In each and every case, where the ownership as of the date of the adoption of the resolution, would not be in conformity with the proposed zone classifications, the owners shall nevertheless be permitted to use their property in its present size for single family residential use, provided, however, that if at any time thereafter, any two or more contiguous parcels shall come under one ownership, then the same shall not be thereafter separated below the standards of the proposed zoning regulations, and

WHEREAS a public hearing of the Dade County Zoning Commission was advertised and held, as required by law, and, after hearing all interested parties, and considering the adjacent areas, the Zoning Commission recommended the application for approval as follows:

1. RU-1, 7600 cubic feet, to LRU (limited residential), 12,100 cubic feet minimum, on the South 385 feet W 3/4 S½ S½ SW¼; Section 26, Township 55 South, Range 40 East, excepting therefrom the East 150 feet, South 215 feet.

2. BU-2, 7600 cubic feet, to BU-2A (special business-masonry), 9100 cubic feet minimum, on Lots 14 through 19, inclusive and S½ of Lot 9, Richmond Subdivision (Plat Book 4, Page 116), and on the East 150 feet, South 215 feet, SW¼ SE¼ SW¼, Section 26, Township 55 South, Range 40 East.

3. RU-1, 7600 cubic feet, to EU-1C, 12,100 cubic feet minimum, on N½ N½ NW¼ SW¼; and N½ W½ NW¼ NE¼ SW¼; and E½ W½ E½ SW¼ less the South 385 feet thereof; and E½ E½ SW¼ lying West of Old Cutler Road, less Lots 14 through 19, inclusive, and less S½ of Lot 9, Richmond Subdivision (Plat Book 4, Page 116) thereof; all being and lying in Section 26, Township 55 South, Range 40 East.

4. RU-1, 7600 cubic feet, to EU-1, 12,100 cubic feet minimum, on W½ SW¼ except the North 330 feet thereof, and further excepting the South 385 feet thereof; and on W½ W½ E½ SW¼ excepting the North 330 feet thereof; and further excepting the South 385 feet thereof; all being and lying in Section 26, Township 55 South, Range 40 East.

5. That the proposed plat by Mrs. Gerda Mayer (100 feet by 100 feet lots) on the South 385 feet W 3/4 SW¼ SW¼ of Section 26, Township 55 South, Range 40 East, as prepared by W. C. Bliss Engineering be accepted and approved, provided same is recorded within ninety (90) days from the date of the adoption of a resolution by the Board of County Commissioners of Dade County, Florida as to the rezoning of this area.

Map Revised 11-7-51

Heard 8-20-51

See Res. 5101 6-24-52

4565

6. In each and every case where the ownership, as of the date of the adoption of the resolution, would not be in conformity with the proposed zone classifications, the owners shall nevertheless be permitted to use their property in its present size for single family residential use, provided, however, that if at any time thereafter, any two or more contiguous parcels shall come under one ownership, then the same shall not be thereafter separated below the standards of the proposed zoning regulations, and

WHEREAS Harold B. Lewis, Attorney for the Deering properties, has appeared before this Board on this date, and has requested a deferment of any action by this Board, insofar as the recommendations of the Zoning Commission affect their property in the NW¼ SE¼ SW¼ of Section 26, Township 55 South, Range 40 East;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Dade County, Florida that the changes of zone, as recommended by the Zoning Commission, be and the same are hereby approved, and said property is hereby zoned accordingly; that the exception recommended by the Zoning Commission on the proposed plat by Mrs. Gerda Mayer, be and the same is hereby approved, providing said plat is recorded within ninety (90) days from the date of the adoption of this resolution, and compliance with the requirements of the Dade County Planning, Zoning and Building Department, and Dade County Engineer.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Dade County, Florida that action on rezoning of the NW¼ of the SE¼ of the SW¼ of Section 26, Township 55 South, Range 40 East be excepted and defered for final determination at a future date.

The Zoning Director is hereby directed to make the necessary and proper changes and notations upon the maps and records of the Dade County Planning, Zoning and Building Department.

PASSED AND ADOPTED this 9th day of October, 1951.

STATE OF FLORIDA)
: SS.
COUNTY OF DADE)

I, E. B. LEATHERMAN, Clerk of the Circuit Court in and for Dade County, Florida, and ex officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the said Board of County Commissioners at its meeting held on October 9, 1951, as appears of record in the minutes of said Board of County Commissioners.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on this 9th day of October, 1951.

E. B. LEATHERMAN, Clerk

By M M Monroe
Deputy Clerk

(SEAL)

Zon. Dept.

October 11,1951

Mrs. Gerda Mayer
3650 Galloway Road
Route 5 Box 308
Miami 43, Florida

Dear Mrs. Mayer:

Enclosed herewith is a copy of Resolution No. 4565, adopted by the Board of County Commissioners of Dade County, Florida, rezoning the SW¼ of Section 26, Township 55 South, Range 40 East. Please note that the South 385 feet of the W 3/4 of the SW¼ SW¼ of Section 26, Township 55 South, Range 40 East, placed in a LRU zone classification, with the exception that you may record your proposed plat (100 feet by 100 feet lots), provided the same is done within ninety days from the date of this resolution. Otherwise, the plat will have to conform with the LRU classification.

Very truly yours,

DADE COUNTY PLANNING, ZONING & BLDG. DEPT.

C. C. Czebrinski

CCC:A
Enc.
CC R. F. Cook
C. R. Harvey
M. Kaiser
L. O. Rogers

ZONING & LAND USE MAPS

THE DEERING ESTATE FOUNDATION

VPB-15-016

Click to Print This Page

Summary Details:	
Folio:	3350260000230
Site Address:	7350 SW 162 ST Virtual Earth Street View County Permits by Address Open County Permits by Address Property Appraiser Zillow
Mailing Address:	L A WEEKS &W MARTA S 7350 SW 162 ST MIAMI, FL 331573820

Property Information:	
Beds/Baths:	3/2
Floors:	2
Living Units:	1
Adj Sq Footage:	10315
Lot Size:	8.75 ACRES
Year Built:	1982
Legal Description:	26 55 40 8.76 AC R-1147-00SUBJ TO EEL CONV ON 7.162 ACSW1/4 OF NE1/4 OF SW1/4 LESS ES35FT & W25 FTPER R-1653-93F/A/U 30-5026-000-0230

Sale Information:			
Sale Date:	0/0	0/0	0/0
Sale Amount:	0	0	0
Sale O/R:			

Assessment Information:		
Year:	2015	2014
Land Value:	2863193	2861896
Building Value:	805253	716443
Market Value:	3668446	3578339
Assessed Value:	1543478	1353551
Homestead Exemption:	0	25000
Senior Exemption:	0	0
Agricultural Exemption:	2124968	2124968
Widow Exemption:	0	0
Disabled Exemption:	0	0
Veteran Exemption:	0	0

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Summary Details:	
Folio:	3350260000230
Site Address:	7350 SW 162 ST Virtual Earth Street View County Permits by Address Open County Permits by Address Property Appraiser Zillow
Mailing Address:	L A WEEKS &W MARTA S 7350 SW 162 ST MIAMI, FL 331573820

Property Information:	
Beds/Baths:	3/2
Floors:	2
Living Units:	1
Adj Sq Footage:	10315
Lot Size:	8.75 ACRES
Year Built:	1982
Legal Description:	26 55 40 8.76 AC R-1147-00SUBJ TO EEL CONV ON 7.162 ACSW1/4 OF NE1/4 OF SW1/4 LESS ES35FT & W25 FTPER R-1653-93F/A/U 30-5026-000-0230

Sale Information:			
Sale Date:	0/0	0/0	0/0
Sale Amount:	0	0	0
Sale O/R:			

Assessment Information:		
Year:	2015	2014
Land Value:	2863193	2861896
Building Value:	805253	716443
Market Value:	3668446	3578339
Assessed Value:	1543478	1353551
Homestead Exemption:	0	25000
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Agricultural Exemption:	2124968	2124968
Widow Exemption:	0	0
Disabled Exemption:	0	0
Veteran Exemption:	0	0

Click to Print This Page

Summary Details:	
Folio:	3350260000230
Site Address:	7350 SW 162 ST Virtual Earth Street View County Permits by Address Open County Permits by Address Property Appraiser Zillow
Mailing Address:	L A WEEKS &W MARTA S 7350 SW 162 ST MIAMI, FL 331573820

Property Information:	
Beds/Baths:	3/2
Floors:	2
Living Units:	1
Adj Sq Footage:	10315
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Year Built:	1982
Legal Description:	26 55 40 8.76 AC R-1147-00SUBJ TO EEL CONV ON 7.162 ACSW1/4 OF NE1/4 OF SW1/4 LESS ES35FT & W25 FTPER R-1653-93F/A/U 30-5026-000-0230

Sale Information:			
Sale Date:	0/0	0/0	0/0
Sale Amount:	0	0	0
Sale O/R:			

Assessment Information:		
Year:	2015	2014
Land Value:	2863193	2861896
Building Value:	805253	716443
Market Value:	3668446	3578339
Assessed Value:	1543478	1353551
Homestead Exemption:	0	25000
Senior Exemption:	0	0
Agricultural Exemption:	2124968	2124968
Widow Exemption:	0	0
Disabled Exemption:	0	0
Veteran Exemption:	0	0

POSTING & MAILING

THE DEERING ESTATE FOUNDATION

VPB-15-016

VILLAGE OF PALMETTO BAY
NOTICE OF ZONING PUBLIC HEARING

The Village of Palmetto Bay shall conduct a zoning public hearing on Monday, January 25, 2016, at 7:00 p.m. Discussion and public input will be welcomed concerning the following hearing item which may be of interest to your immediate neighborhood.

The following item is being considered pursuant to Division 30-50.21 of the Village's Land Development Code:

Applicant:	The Deering Estate Foundation (VPB-15-016)
Folio:	33-5026-000-0230
Location:	7350 SW 162 Street, Palmetto Bay, FL 33157
Zoned:	E-1 & E-1C
Request:	Establish a public educational research facility in partnership with Miami-Dade County.

PLANS ARE ON FILE FOR THE ABOVE APPLICATION AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED AT THE PUBLIC HEARING.

The hearing shall be held at the Council Chambers located within Village Hall, 9705 East Hibiscus Street, Palmetto Bay, FL 33157. Any meeting may be opened and/ or continued, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall at (305) 259-1234 for additional information.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than four (4) days prior to the proceedings.

VILLAGE OF PALMETTO BAY
NOTICE OF PUBLIC HEARING

HEARING NUMBER: VPB-15-016
APPLICANT NAME: The Deering Estate Foundation, Inc.

FOLIO: 33-5026-000-0230 **ZONED: E-1 & E1C**

PROJECT LOCATION: 7350 SW 162 Street, PALMETTO BAY, FL 33157

REQUEST: Establish a public educational research facility pursuant to Section 30-50.21.

PLANS ARE ON FILE AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED BEFORE AND DURING THE PUBLIC HEARING.

A PUBLIC HEARING WILL BE HELD MONDAY, JANUARY 25, 2016, AT 7:00 PM AT THE COUNCIL CHAMBERS LOCATED WITHIN VILLAGE HALL, 9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157.

YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE: However, objections or waivers of objection may be made in person at the hearing or filed in writing prior to the hearing date with the Department of Planning and Zoning. Any meeting may be opened and continued, and under such circumstances, additional legal notice would be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. Please call the Village Clerk for ADA needs (or hearing impaired) no later than four (4) days prior to the proceedings.

VILLAGE OF PALMETTO BAY
NOTICE OF PUBLIC HEARING

HEARING NUMBER: VPB-15-016
APPLICANT NAME: The Deering Estate Foundation, Inc.

FOLIO: 33-5026-000-0230 **ZONED: E-1 & E1C**

PROJECT LOCATION: 7350 SW 162 Street, PALMETTO BAY, FL 33157

REQUEST: Establish a public educational research facility pursuant to Section 30-50.21.

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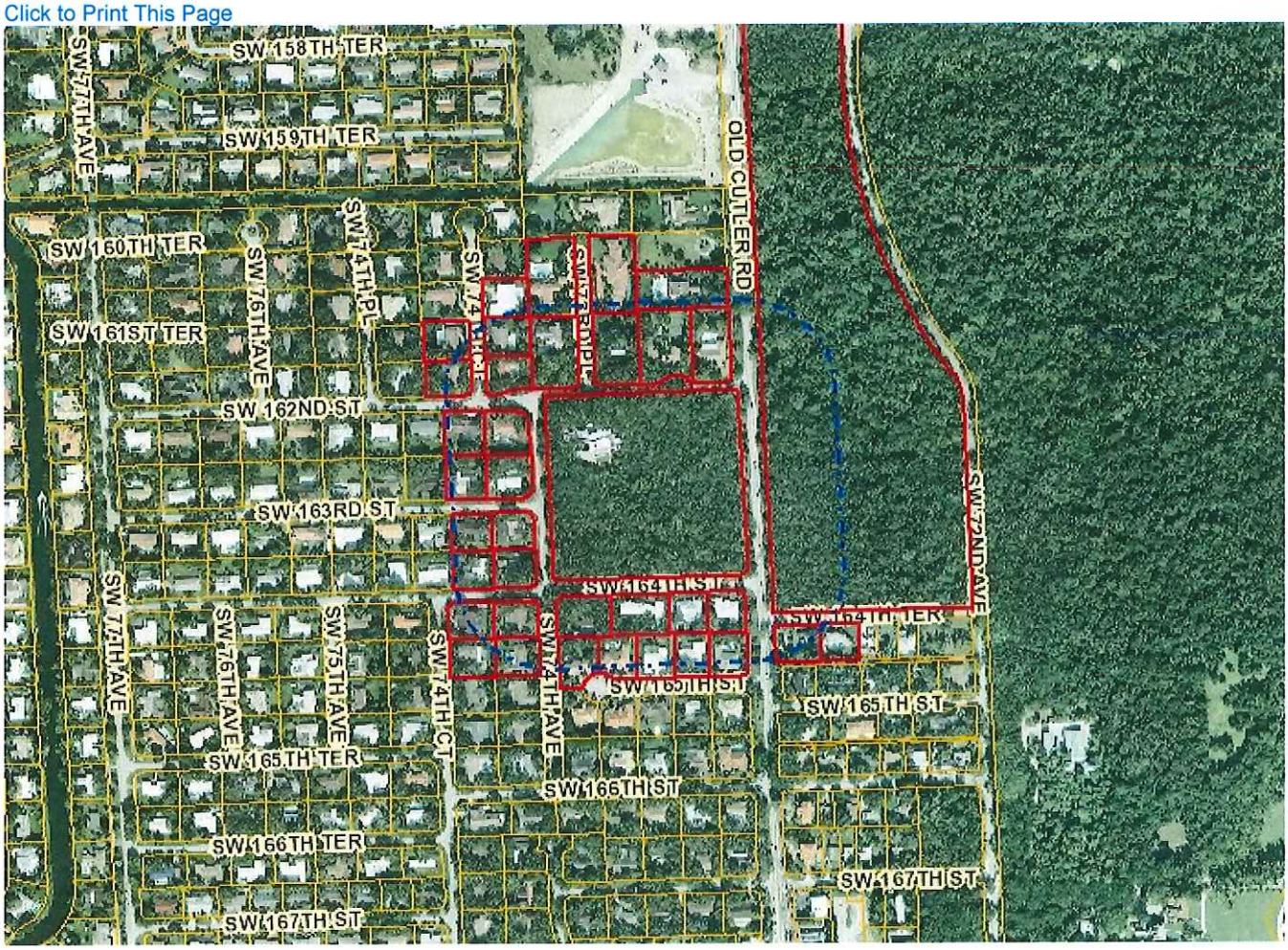

APPLICATION

THE DEERING ESTATE FOUNDATION

VPB-15-016

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

January 5, 2016

Mr. Darby Delsalle
Director of Planning and Zoning,
Village of Palmetto Bay
9705 East Hibiscus Street,
Palmetto Bay, FL 33157

Re: Deering Estate Foundation Inc. Letter Requesting Deferral from January 25th Village Council Agenda for Application requesting Public Facilities Designation (Code Section 30-50-21) for property located at 7350 SW 162 Street (Folio: 33-5026-000-0230

Dear Mr. Delsalle:

Our client, the Deering Estate Foundation, respectfully requests deferral of from the January 25th, 2015 Village Council agenda to a date certain at such time when the February zoning hearing is scheduled for. The request for deferral would provide The Deering Foundation additional time to better address the concerns of the surrounding neighbors.

We appreciate your time and consideration, and are available to discuss any questions or concerns.

Kind regards,

Michelle M. Lopez

Michelle M. Lopez
Planning Division Manager
THE CORRADINO GROUP, INC.

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 305.594.0735 · 800.887.5551
FAX 305.594.0755
WWW.CORRADINO.COM

VPB- 16-015

WEEKS RESIDENCE PUBLIC FACILITIES APPLICATION REQUEST

The Deering Estate Foundation
Partners In Preservation, Education & Recreation

RECEIVED
Zoning Department
11/23/15
Village of Palmetto Bay
Building & Zoning Department
By: TD

PREPARED BY:

THE CORRADINO GROUP
Engineers • Planners • Program Managers • Environmental Scientists

THE DEERING ESTATE FOUNDATION INC.
PARTNERS IN PRESERVATION, EDUCATION & RECREATION
16701 SW 72 Avenue, Palmetto Bay (Miami), Florida 33157
Tel. 305.235.1668 x263 Fax 305.233.5074 Email: mpettit@deeringestate.org

preserving the legacy

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Buff March-Bye -Vice President
Liede De Valdivielso - Secretary
Vicki Simmons-Hinz - Treasurer
Eric Haas - Immed. Past President

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Leonor M. Lagomasino
Marco A. Lopez
David M. McDonald
Rebecca Matkov
Paul Neidhart
Patrick Roberts
Brandi Scott
Christine Stiphany
Jo Ann Szaro
Howard Tendrich
Jocelyn Tenville
Jamie Thomas
Andrew Yagoda
Daniel Yglesias

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Donald E. Kubit
Philip Ludovici
Heather Bell O'Brien
David Peyton
Edward Rosasco
Audrey Ross
Scott Silver
David M. Turner
Karlton B. Wulf
Mary Young

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Jennifer Tisthammer
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Staff
Mary Pettit - Executive Director
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Elise Kern - Membership Coord.
Min-Li - Bookkeeper
www.deeringestate.org

November 16, 2015

Mr. Darby Delsalle
Director of Planning and Zoning,
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Re: Deering Estate Foundation Inc. Letter of Intent requesting Public Facilities Designation for property located at 7350 SW 162 Street (Folio: 33-5026-000-0230)

Dear Mr. Delsalle:

Please accept this Letter of Intent on behalf of the Deering Estate Foundation Inc. (Foundation), a not-for-profit corporation organized under the laws of the State of Florida, in connection with a request to designate an 8.75 acre property (Folio: 33-5026-000-0230), located at 7350 SW 162 Street, Village of Palmetto Bay, Florida (Property) from E1 and E1C zonings to Public Facilities pursuant to Code Section 30-50-21. The Property is located directly across from the Charles Deering Estate Park, and has a Future Land Use Map (FLUM) designation of Estate Density Residential (EDR).

In accordance with the donor gift agreement (Exhibits E and F), the referenced Property is inclusive of two parcels, identified as Parcel A (Parent Tract) and Parcel B. Parcel A, 6.47 acres, is an un-developed hardwood hammock in its natural state. Parcel B is a 2.28 acre developed property with an approximate 11,560 sq.ft. single family residential structure (Exhibit C).

A Miami Dade County Board of County Commissioners Resolution No. R-1165-10, dated December 7, 2010, authorized the acceptance of a covenant running with the land for preservation and maintenance of environmentally endangered lands (EEL) covering 7.162 acres. Execution of the covenant allows the parcel to receive preferential tax treatment provided that the property is maintained in its natural state (Exhibit H).

The Foundation received the Property split and surveyed as Parcels A and B as a gift from Marta S. Weeks through a Real Property Donation Agreement (Exhibit E) executed on December 4, 2014, and subsequent amendment dated April 10, 2015 (Exhibit F). The closing of the property occurred on April 22, 2015 (Exhibit G). The Property was gifted to the Foundation with the primary purpose, and with the intent, of ensuring that the underdeveloped portion of the Property, Parcel A, is preserved in the current state for future generations and never developed expect that the Foundation may, in accordance with agreement, make minor modifications as may be appropriate including but not limited to walkways and or pathways along the Property. Allowable components shall

-5 STAFF
-4-6 Residents
10 Res. Dents

THE DEERING ESTATE FOUNDATION INC.
PARTNERS IN PRESERVATION, EDUCATION & RECREATION
16701 SW 72 Avenue, Palmetto Bay (Miami), Florida 33157
Tel. 305.235.1668 x263 Fax 305.233.5074 Email: mpettit@deeringestate.org

Include: ancillary improvements supporting the maintenance, security and primary conservation, interpretation, study, presentation and educational programming use of the property, that includes but is not limited to nature trails, gazebos/picnic areas, interpretive signage, entrance from alternate areas, perimeter signage and laboratory, testing and field station facilities designed for interpretation, examination and presentation of the natural areas.

The Deering Estate Foundation has agreed to honor this existing EEL covenant as is as a condition of the gift throughout its term and has further agreed to thereafter accept a perpetual conservation easement (Exhibit K) mutually established and agreed upon between the Foundation and the Donor, that will continue to run with the land of Parcel B, as defined and conveyed under the gift agreement, to be held by Miami-Dade Parks, Recreation & Open Spaces. This conservation easement was presented in the Miami Dade Board of County Commission's Metropolitan Services Committee, Resolution No. 152190, sponsored by Daniella Levine-Cava, on October 14, 2015. The conservation easement was adopted by the Board of County Commissioners. The agreement does not, however, restrict the Foundation's ability to use and repurpose the developed portion of the Property, Parcel B, as the Foundation deems appropriate.

The Foundation intends to use the facility in partnership with the Miami-Dade County Parks, Recreation, and Open Space (MDPROS)/Deering Estate primarily to serve the programmatic needs to promote and foster environmental research and education (Exhibits I and J). No external alteration or any major site modification are planned in order to maintain the established neighborhood character. The interior of the facility will be repurposed with minimal alteration to accommodate the intended purpose. On the first floor, it is anticipated that a) one Study Room will be used for Library and Archival purposes, b) the second Study Room will house a maximum of five (5) work stations and c) the main Kitchen and the Family Room will remain unaltered with the Living/Dining room to serve as the common meeting space. Future alteration to the second floor Master Bedroom suite can add additional research space and possible future accommodation for four (4) resident scientists. The detached two story apartment annex with its own kitchen facility is planned to be used for resident scientists and or PhD students. It is anticipated that a maximum of six (6) resident scientists can be housed in this annex. The existing west entrance will provide access to this annex and an existing cleared area, previously used as dog run, can be used for parking for these resident scientists. The site can easily accommodate the necessary daily parking needs within the site as shown in the attached conceptual Site Plan (Exhibit D).

It is anticipated that the Foundation will host occasional fundraisers on Parcel B. Any such outdoor activities will be limited between the hours of 9 am to 11 pm. The Foundation plans to use the site for some very limited guest parking, while arranging for off-site parking at the Deering Estate, utilizing a combination of valet and shuttle services.

Parcel A is intended to remain as the Hammock Parcel, a Natural Preserve, and to be maintained in accordance with the Conservation Easement running with the property.

THE DEERING ESTATE FOUNDATION INC.
PARTNERS IN PRESERVATION, EDUCATION & RECREATION
16701 SW 72 Avenue, Palmetto Bay (Miami), Florida 33157
Tel. 305.235.1668 x263 Fax 305.233.5074 Email: mpettit@deeringestate.org

Mr. Darby Delsalle - Director of Planning and Zoning,
Village of Palmetto Bay

Enclosed for your review please find the executed application forms, plans, supplemental documentation and fees. The plans include Site Survey, Conceptual Site Plan, Floor Plans, and Building Renderings. The scope of the plan is limited to Parcel B, as no improvements are anticipated for the parcel A at this time.

Thanking you in advance for your consideration of this request. We look forward to working with you and your Staff throughout this process, and hope for a favorable review and recommendation.

Kind regards,

Mary Pettit

Mary Pettit
Executive Director
The Deering Estate Foundation, Inc

Exhibits:
Exhibit A: Application requesting Public Facilities Designation
Exhibit B: Letter of Consent authorizing The Corradino Group as an Authorized Representative
Exhibit C: Property Survey
Exhibit D: Plans
Conceptual Site Plan
Existing Elevations
Existing Floor Plans – 1st Floor
Existing Floor Plans – 2nd Floor
Exhibit E: Weeks-Wulf Gift Agreement & Exhibits
Exhibit F: Weeks-Wulf Gift Agreement Amendment
Exhibit G: Recorded Deed
Exhibit H: Miami-Dade County Resolution No. R-1165-10, dated December 7, 2010
Exhibit I: Operating Agreement between The Deering Estate Foundation and Miami-Dade County Parks, Recreation, and Open Space
Exhibit J: Extension of Operating Agreement to 2020
Exhibit K: Miami-Dade County Conservation Easement

Form ZH-0107-01

SEC: 26 TWP: 55S RGE: 40E

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

LIST ALL FOLIO #S: 33-5026-000-0230 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).

The Deering Estate Foundation, Inc.

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:
Mailing Address: 16701 SW 72 Avenue
City: Palmetto Bay State: Florida Zip: 33157 Phone#: (305) 235-1668

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:
Owner's Name (Provide name of ALL owners): The Deering Estate Foundation, Inc.
City: Palmetto Bay State: Florida Zip: 33157 Phone#: (305) 235-1668

4. CONTACT PERSON'S INFORMATION:
Name: Michelle M. Lopez Company: The Corradino Group
City: Miami State: Florida Zip: 33178 Cell Phone#: (305) 506-7284
Phone: (305) 594-0735 Fax #: _____ Email: MLopez@CORRADINO.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.)

PARENT TRACT LEGAL / PARCELS A and B attached seperately
THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST; LESS THE EAST 35 FEET, THE SOUTH 35 FEET, AND THE WEST 25 FEET THEREOF FOR RIGHT-OF-WAY; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, CONTAIN 8.75 ACRES

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

7350 SW 162 Street, Palmetto Bay, FL 33157

7. SIZE OF PROPERTY (in acres): 8.75 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property [X] acquired Gifted [ ] leased: April 22, 2015 (month & year) **9. Lease term:** _____ years

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)? [X] NO [ ] YES
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?

[X] NO [ ] YES (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. PRESENT ZONING CLASSIFICATION: E1 (1 unit/gross acre) and E1C (1 unit/2.5 gross acre)

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

- [X] District Boundary (zone) Changes [Zone(s) requested]: Designate as Public Facility (City Code Section 30-50-21)
  (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 of Covenant: _____

14. Has a public hearing been held on this property within the eighteen (18) months? [X] NO [ ] YES
If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

_____

15. Is this application a result of a violation notice? [X] NO [ ] YES (If yes, give name to whom the violation notice was served: and describe the violation: _____

_____

16. Describe structures on the property: Existing structure is a 2-story (approximately 11,560 sq.ft) single family home, built in 1982.

_____

17. Is there any existing use on the property? [X] NO [ ] YES (If yes, what use and when established?
The property is currently vacant with an existing single family residential structure.

Use: Single Family Residential Structure Year: 1982

Planning Staff Use Only

Base Fee	**Reviewed and Accepted By**	**Date**
Receipt No.	**Deemed Complete By**	**Date**

PHOTOGRAPHS

FRONT ELEVATION

SIDE ELEVATION

REAR ELEVATION

suarez surveying & mapping

January 27, 2015

Re: Job # 150120844

LEGAL DESCRIPTION:

PARENT TRACT *(ENTIRE SITE)*

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST; LESS THE EAST 35 FEET, THE SOUTH 35 FEET AND THE WEST 25 FEET THEREOF FOR RIGHT-OF-WAY; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 8.75 ACRES.

PARCEL "A" *(HAMMOCK PARCEL)*

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LESS THE NORTH 265 FEET OF THE WEST 400 FEET THEREOF; AND LESS THE WEST 25 FEET, THE EAST 35 FEET AND THE SOUTH 35 FEET THEREOF FOR RIGHT-OF-WAY; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 6.47 ACRES.

PARCEL "B" *(RESIDENTIAL PARCEL)*

THE NORTH 265 FEET OF THE WEST 400 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST; LESS THE WEST 25 FEET THEREOF FOR RIGHT-OF-WAY; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 2.28 ACRES.

15190 SW 136th Street, Suite 20, Miami, Florida 33196 Tel: 305.596.1799 Fax: 305.596.1886
www.suarezsurveying.com

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 _____, 20___.

Notary Public: _____
Commission Expires: _____

****

CORPORATION AFFIDAVIT

(I)(WE), David A. Marley, Jr., 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: Mary Pettet

Authorized Signature

President
Office Held

KAREN A. SOLMS
MY COMMISSION # FF037909
EXPIRES: September 26, 2017

(Corporate Seal)

Sworn to and subscribed to before me
this 19 day of November, 2015.

Notary Public: Karen A Solms
Commission Expires: September 26, 2017

****

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 _____, 20___.

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 _____, 20___.

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. Applicants 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 application 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 the 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) 760-8543.

Mary Pettit
(Applicant's Signature)

Mary Pettit
(Print Name)

Sworn to and subscribed to before me this 18 day of November, 2015. Affiant is personally known to me or has produced _____ as identification.

(Notary Public)
My commission expires: _____

HOWARD J. TENDRICH
Commission # FF 216427
Expires April 25, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

FORM ZH-0107-04

Exhibit B

THE DEERING ESTATE FOUNDATION INC.

PARTNERS IN PRESERVATION, EDUCATION & RECREATION

16701 SW 72 Avenue, Palmetto Bay (Miami), Florida 33157

Tel. 305.235.1668 x263 Fax 305.233.5074 Email: mpettit@deeringestate.org

preserving the legacy

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Marco A. Lopez
David M. McDonald
Rebecca Matkov
Paul Neidhart
Patrick Roberts
Brandi Scott
Christine Stiphany
Jo Ann Szaro
Howard Tendrich
Jocelyn Tennille
Jamie Thomas
Andrew Yagoda
Daniel Yglesias

Trustees

Rick Cohen
Peter England
Ronald Esserman
Sallye Jude
Donald E. Kubit
Philip Ludovici
Heather Bell O'Brien
David Peyton
Edward Rosasco
Audrey Ross
Scott Silver
David M. Turner
Karlton B. Wulf
Mary Young

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www.deeringestate.org

November 16, 2015

Mr. Darby Delsalle
Director of Planning and Zoning,
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Re: Letter of Consent for The Deering Estate Foundation, Inc.
Public Facilities Request for property located at 7350 SW 162 Street

Dear Mr. Delsalle,

This letter shall serve as the letter of consent to allow Joseph M. Corradino, Michelle M. Lopez, and Subrata Basu, of The Corradino Group, to represent The Deering Foundation, a Florida Not-For-Profit Corporation, as owner of that certain 8.75 acre parcel of land located at 7350 SW 162 Street Palmetto Bay, FL 33157. Said representation shall be in connection with the requested application for Public Facilities designation and all applicable public hearings and meeting related thereto.

Please do not hesitate to contact the undersigned if further information is needed.

The Deering Foundation, Inc.
a Florida Not-For-Profit Corporation

By: Mary Pettit
Mary Pettit
Executive Director

Sworn to and subscribed before me on the 19 day of November, 2015.

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

Notary Karen A Solms

KAREN A. SOLMS
MY COMMISSION # FF037909
EXPIRES: September 26, 2017

(Stamp/Seal)
Commission Expires: September 26, 2017

EXHIBIT C

MAP OF BOUNDARY SURVEY

NOT SUBDIVIDED

OLD CUTLER ROAD (INGRAHAM HIGHWAY)

S 03°04'07" E 607.40'

SW 162nd STREET

SW 164th STREET

SW 73rd PL

SW 74th AVENUE

SW 74th AVE

SW 162nd ST.

SW 163rd ST.

SW 164th ST.

SW 165th STREET

PARENT TRACT
FOLIO # 33-5026-000-0230
8.75 Ac

PARCEL "B"
(RESIDENTIAL PARCEL)
2.28 Ac

PARCEL "A"
(HAMMOCK PARCEL)
6.47 Ac

NORTH 265'

WEST 400'

S 03°10'23" E 608.78'

S 87°46'12" W 552.18'

SW 1/4 OF
SEC. 26-55-40

NE 1/4

SW 1/4

OLD CUTLER ROAD

SW 74th AVENUE

SW 162nd STREET

VICINITY MAP
NOT TO SCALE

NORTH
SCALE: 1"=50'

SURVEYED AREA

LEGEND
ABBREVIATIONS:
SYMBOLS:

SURVEYOR'S NOTES:

SURVEYOR'S CERTIFICATE:

Juan A. Suarez

SURVEYING CORPORATION
15155 SW 136th Street, Suite 23, Miami, Florida 33196
Tel: 305-233-5454 Fax: 305-233-5455
www.suarezsurveying.com

LEGAL DESCRIPTION:

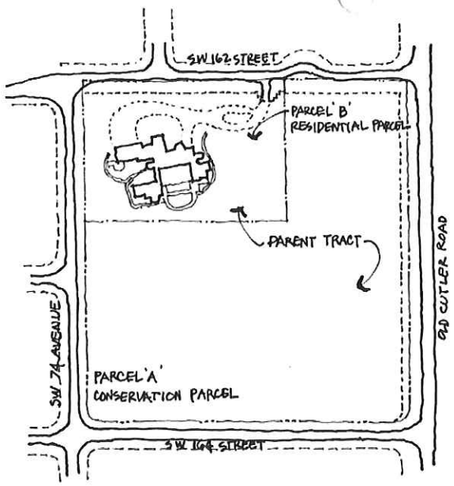
FLOOD ZONE INFORMATION:

PROPERTY ADDRESS:

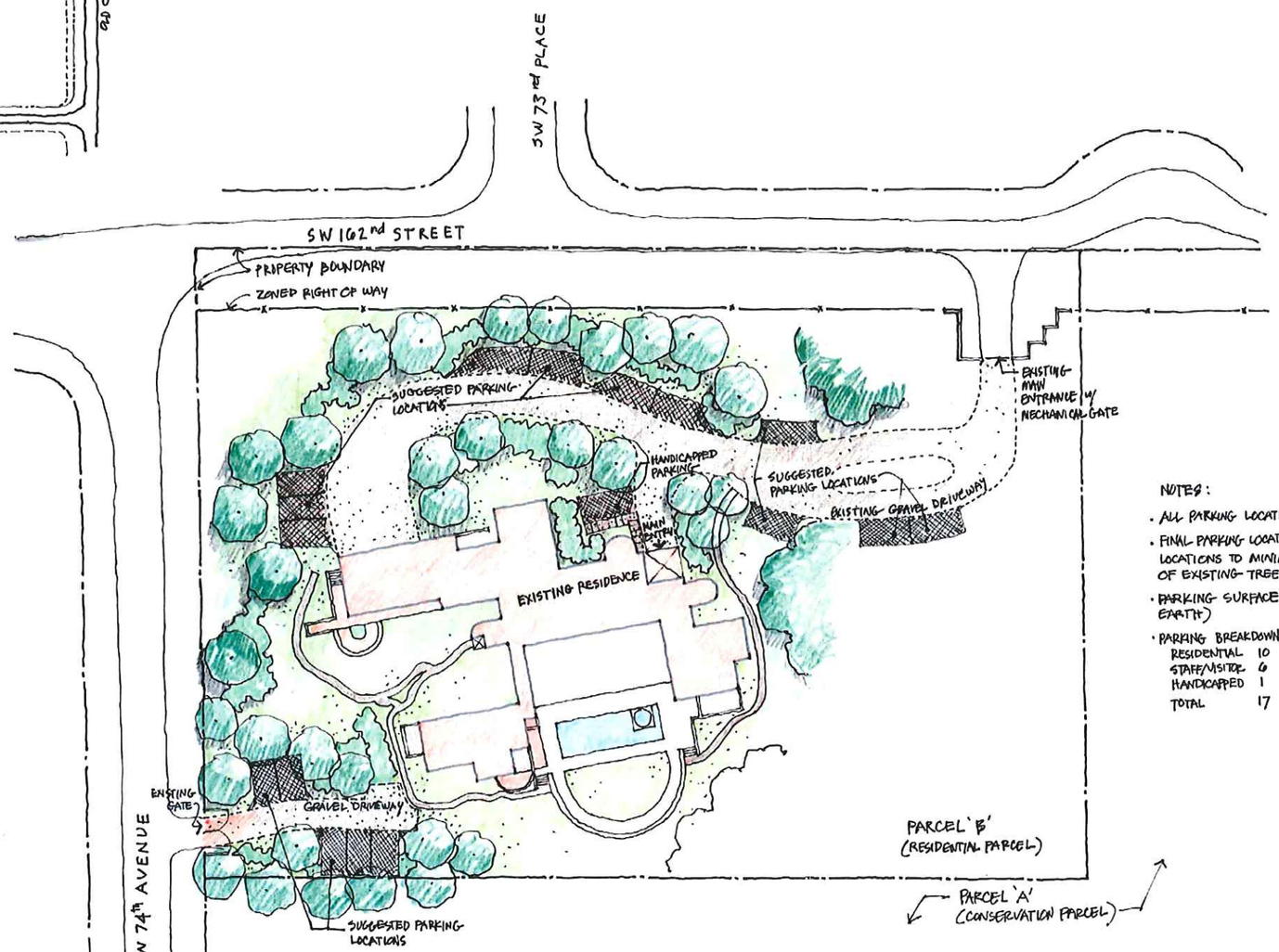
CERTIFIED TO:

SHEET 1 OF 1

Exhibit D



LOCATION MAP
NOT TO SCALE
NORTH



CONCEPTUAL SITE PLAN
PARCEL 'B'/RESIDENTIAL PARCEL

0 10 20 30 60 FEET
NORTH

NOTES:

- ALL PARKING LOCATIONS ARE CONCEPTUAL
- FINAL PARKING LOCATIONS WILL BE BASED ON ACTUAL TREE LOCATIONS TO MINIMIZE ANY REMOVAL OR RELOCATION OF EXISTING TREES
- PARKING SURFACE TO BE PERVIOUS (GRAVEL OR STABILIZED EARTH)
- PARKING BREAKDOWN

RESIDENTIAL	10
STAFF/VISITOR	6
HANDICAPPED	1
TOTAL	17

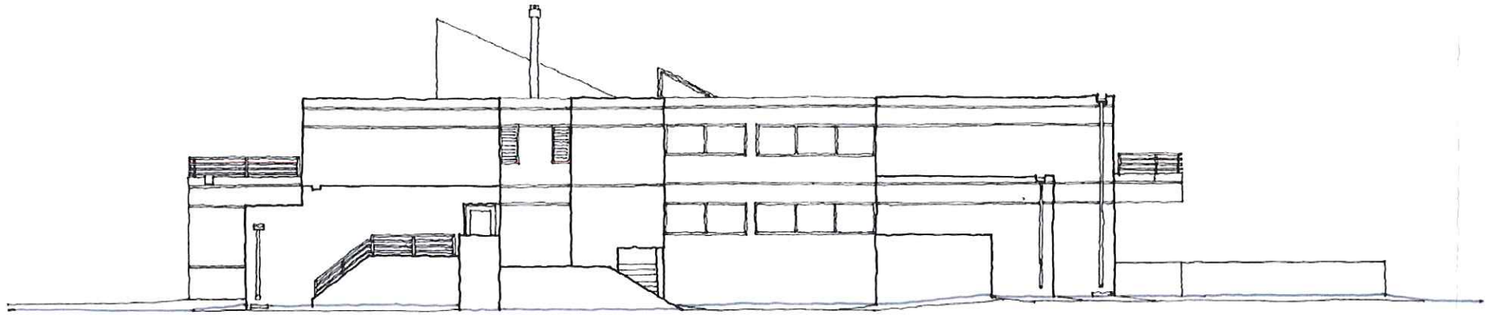
DEERING ESTATE FOUNDATION, INC
7350 SW 162nd STREET
PALMETTO BAY, FLORIDA

CONCEPTUAL SITE PLAN
PARCEL 'B'/ RESIDENTIAL PARCEL

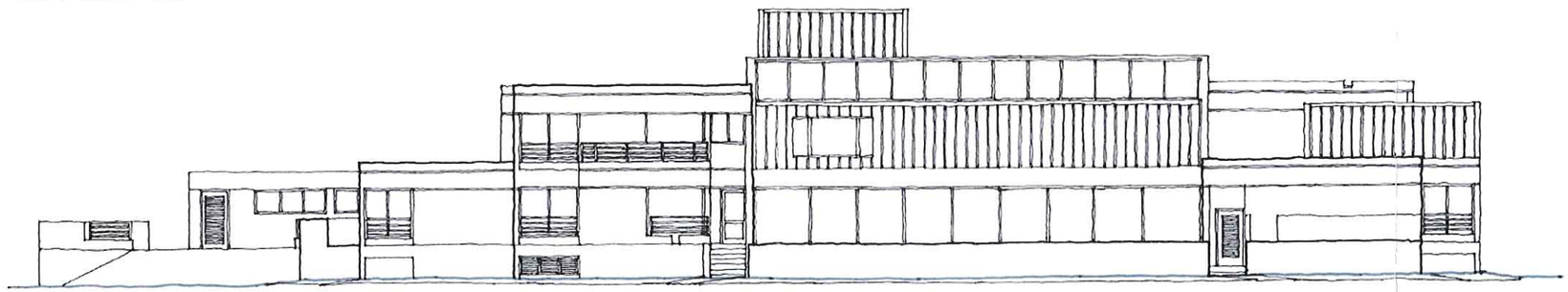
RECEIVED
Zoning Department
11/23/15
Village of Palmetto Bay
Building & Zoning Department
By: TC

PREPARED BY:

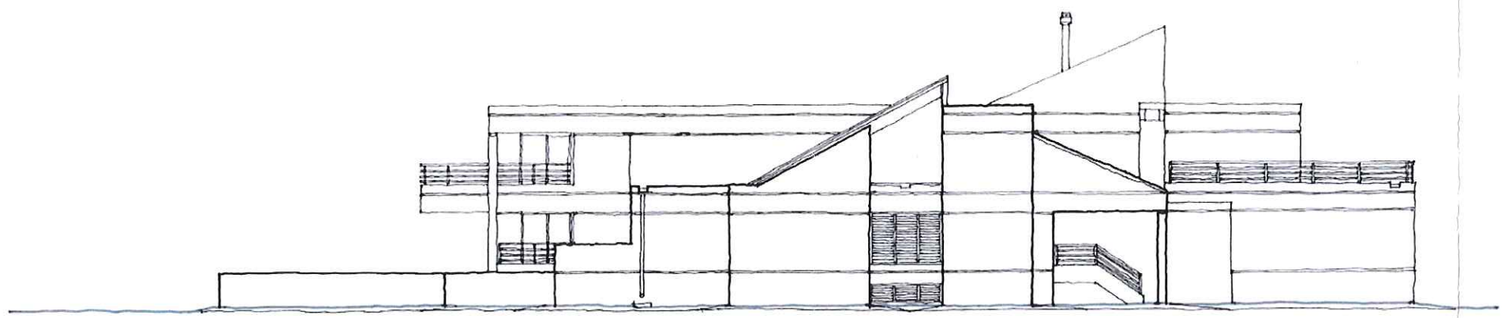
THE CORRADINO GROUP
Engineers • Planners • Program Managers • Environmental Scientists
4055 NW 97 AVENUE SUITE 200
MIAMI, FLORIDA 33178



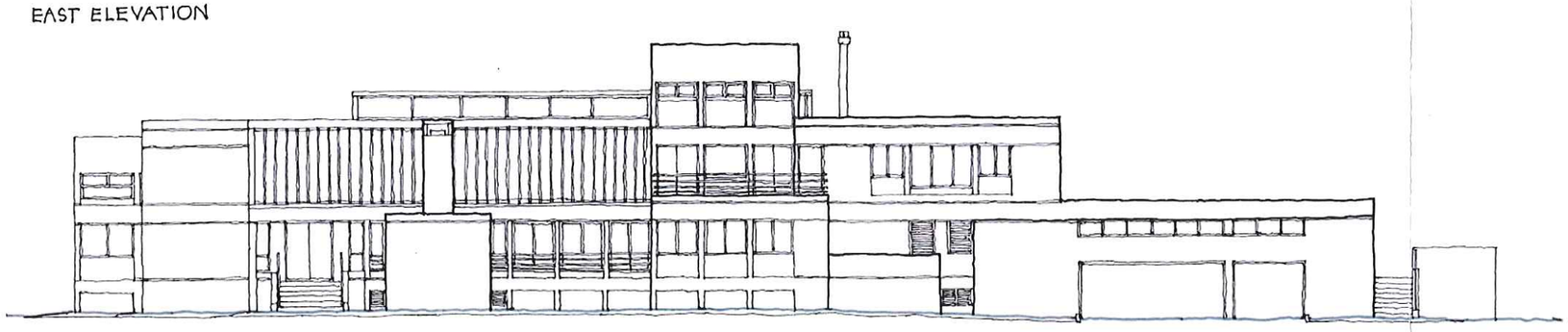
WEST ELEVATION



SOUTH ELEVATION



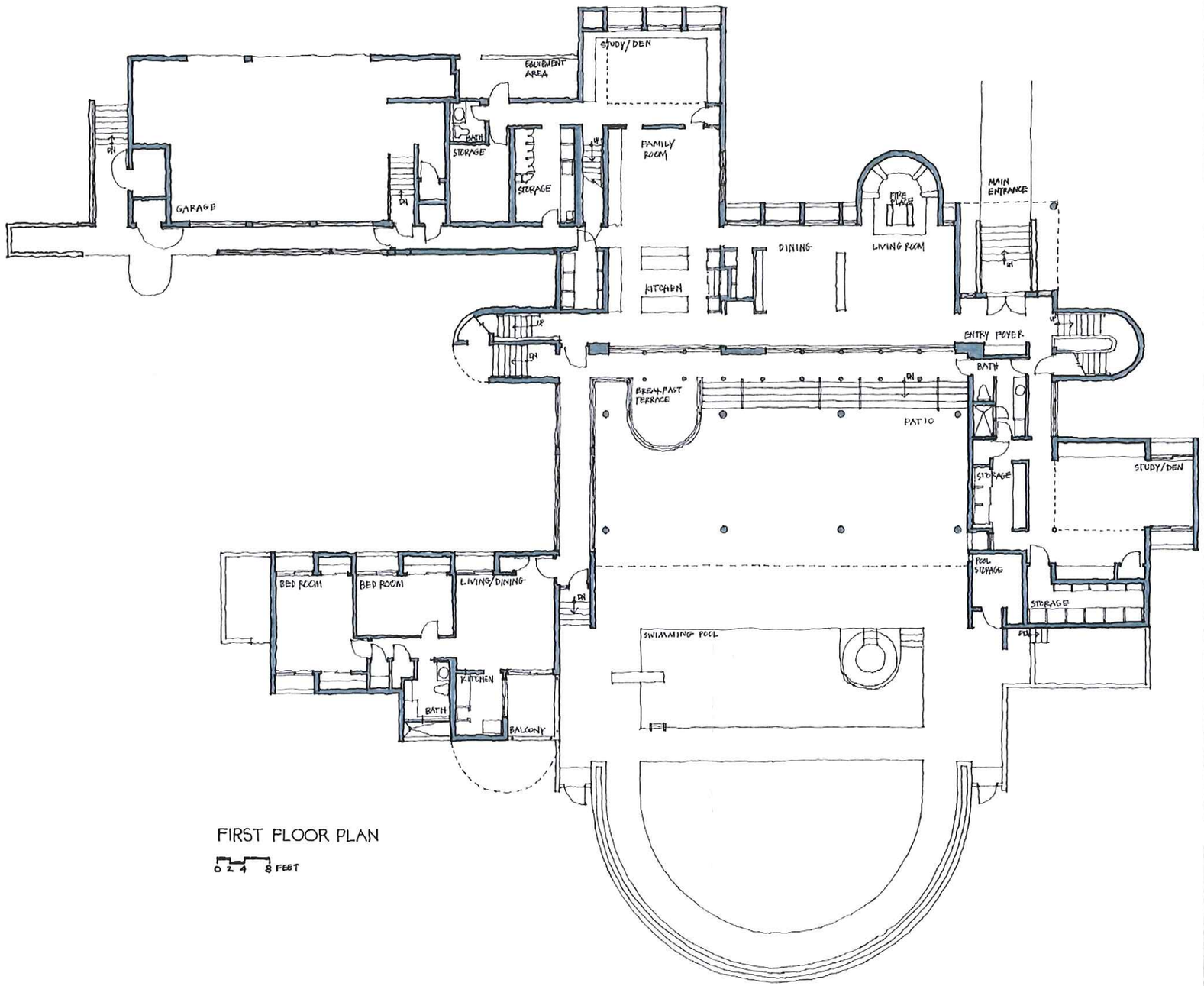
EAST ELEVATION



NORTH ELEVATION

0 2 4 8 FEET

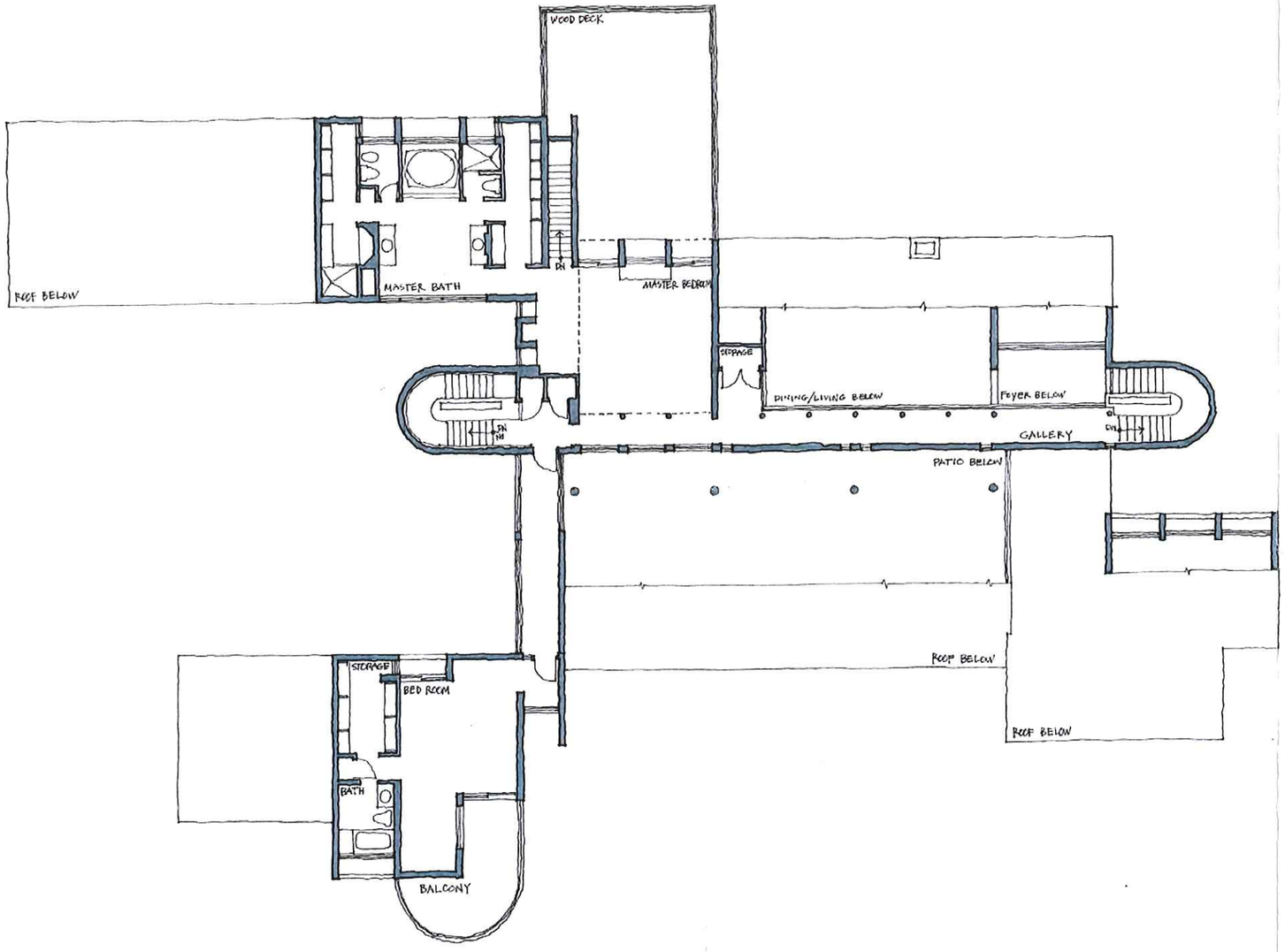
RECEIVED
Zoning Department
11/23/15
Village of Palmetto Bay
Building & Zoning Department
By:
FK



FIRST FLOOR PLAN

0 2 4 8 FEET

RECEIVED
Zoning Department
11/23/15
Village of Palmetto Bay
Building & Zoning Department
By:
TM



SECOND FLOOR PLAN

0 2 4 8 FEET

RECEIVED
Zoning Department
11/23/15
Village of Palmetto Bay
Building & Zoning Department
By:
TK

Exhibit

DUNWODY WHITE & LANDON, P.A.

ATTORNEYS AT LAW

FRANK T. ADAMS
JACKSON M. BRUCE, JR.
DANIEL K. CAPES
DENISE B. CAZOBON
NEIL R. CHRYSTAL
JORGE DE LA CRUZ-MUÑOZ
JACK A. FALK, JR.
RONALD L. FICK
JOHN J. GRUNDHAUSER
DAVID M. HALPEN
ROBERT D. W. LANDON, II
JEREMY P. LEATHE
THOMAS J. MATKOV
WILLIAM T. MUIR
ALFRED J. STASHIS, JR.
ROBERT A. WHITE

ATWOOD DUNWODY (1912-1996)

December 4, 2014

VIA COURIER
Ms. Mary Pettit
Deering Estate Foundation, Inc.
16701 SW 72 Avenue
Palmetto Bay, Florida 33157

Re: Weeks / Deering Estate Foundation, Inc. Real Property Donation Agreement

Dear Mary:

Enclosed please find two counterparts of the Real Property Donation Agreement signed by Marta S. Weeks. Once the counterparts have been signed on behalf of the Foundation on page 11, and witnessed, please have one fully executed counterpart returned to my Coral Gables office (to the attention of Roxana Alvarez):

Roxana Alvarez
Florida Registered Paralegal
Dunwody White & Landon, P.A.
550 Biltmore Way, Suite 810
Coral Gables, FL 33134

Thank you.

Sincerely yours,

Dan Capes /rca

Dan Capes

cc: Marta Weeks (via US Mail)
Debbie Morrison, CPA (via email)
David Marley (via email)
Scott Silver, Esq. (via email)

MIAMI
550 Biltmore Way
Suite 810
Coral Gables, Florida 33134
Telephone 305 / 529-1500
Fax 305 / 529-8855

NAPLES
4001 Tamiami Trail North
Suite 200
Naples, Florida 34103
Telephone 239 / 263-5885
Fax 239 / 262-1442

PALM BEACH
Plaza Center, Suite 501
249 Royal Palm Way
Palm Beach, Florida 33480
Telephone 561 / 655-2120
Fax 561 / 655-2168

www.dwl-law.com

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement ("**Agreement**") is made between MARTA S. WEEKS WULF a/k/a MARTA S. WEEKS ("**Donor**") and THE DEERING ESTATE FOUNDATION, INC. ("**Foundation**"). The parties to this Agreement may be referred to herein collectively as "**Parties**" or individually as "**Party**."

RECITALS

WHEREAS, Donor is the sole owner of certain real property located at 7350 SW 162nd Street, Miami-Dade County, Florida, having the Folio Number 33-5026-000-0230, and more particularly described in Exhibit A (the "**Land**"). The Land, together with any and all improvements located thereon and all privileges, rights, easements appurtenant to the Land, including without limitation all minerals, oil, gas, and other hydrocarbon substances on and under the Land; all development rights, air rights, water, water rights relating to the Land; all right, title, and all interests of Donor in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements, and other easements and other rights-of-way included in, adjacent to, or used in connection with the beneficial use and enjoyment of the Land shall be collectively referred to in this Agreement as the "**Property**";

WHEREAS, the Foundation is a Florida not for profit corporation located near the Property that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Upon request, the Foundation shall provide Donor with a copy of its IRS exemption determination letter;

WHEREAS, one of the missions of the Foundation is natural conservation and historical restoration and preservation;

WHEREAS, Donor wishes to donate the Property to the Foundation so that the undeveloped portions of the Property will continue to be preserved in its current state and remain undeveloped (except as provided herein) for future generations.

NOW THEREFORE, the Parties agree as follows:

1. Donation of Property. Donor agrees to gift to the Foundation the Property by donation on the terms and conditions set forth in this Agreement. The Foundation shall not be obligated to accept title to the Property if the Foundation does not approve of the title or condition of the Property and terminates this agreement as hereinafter provided.

2. Primary Purpose of Donation; Donor's Restrictions on Use. Donor is gifting the Property to the Foundation for the primary purpose, and with the intent, of ensuring that the undeveloped portions of the Property are preserved in their current state for future generations and are never developed except as provided herein. Accordingly, as a condition of the gift

contemplated by this Agreement, the Donor hereby directs, and the Foundation agrees, that the Foundation will not develop that portion of the Property that is undeveloped ("**Undeveloped Parcel**", identified as Area A on Exhibit A), which Undeveloped Parcel is currently subject to the Covenant (hereinafter defined), except that the Foundation may:

a. make minor developments as may be appropriate, including, but not limited to, for the purpose of installing walkways or pathways along the Property so long as same do not violate the terms of the Covenant and the Conservation Easement (hereinafter defined;

b. ancillary improvements supporting the maintenance, security and primary conservation, interpretation, study, presentation and educational programming use of the property, that includes but is not limited to nature trails, gazebo/picnic areas, interpretive signage, restroom facility, perimeter feature upgrade, entrance from alternate areas, perimeter signage.

c. laboratory, testing and field station facilities designed to feature the review, examination and presentation of the natural areas and historic features.

With respect to the balance of the Property that is currently developed, identified as Area B on Exhibit A, which consists of one single-family residence and immediately adjacent lands within Area B, the Donor does not wish to restrict the Foundation's ability to use and repurpose such portion of the Property as the Foundation deems appropriate. The Foundation hereby acknowledges that the Donor is gifting the Property for the foregoing primary purpose and, should the Foundation accept title, agrees to preserve, maintain and use the Property in a manner consistent with the Donor's intent. This section shall survive the Closing hereunder.

3. Covenant with Miami-Dade County. On September 27, 2010, Donor executed a Covenant in favor of the Board of County Commissioners of Miami-Dade County, Florida (the "Board") concerning environmentally endangered land, which was adopted by Resolution No. R-1165-10 of the Board on December 7, 2010 ("**Covenant**"). A copy of the Covenant is attached hereto as Exhibit B and is hereby incorporated as part of this Agreement. Under the Covenant, in exchange for Donor's agreement to maintain and manage the Property in accordance with the Covenant for a period of ten (10) years, the Donor receives a benefit in the form of a lower ad valorem property tax during such time as the Covenant is in effect. The Foundation hereby (i) acknowledges having received and reviewed a copy of the Covenant and (ii) agrees that, should the Foundation accept title to the Property, it does so subject to the Covenant and that the Foundation will maintain and manage the Property in accordance with the Covenant until the expiration of the term provided for therein. The Foundation further agrees that, in the event it is determined by Miami-Dade County that the Foundation failed to comply with the terms of the Covenant, the Foundation shall be responsible and reimburse the Donor for any and all assessments, penalties and/or interest imposed by Miami-Dade County as a result. This section shall survive the Closing hereunder.

4. **Conservation Easement**. As a condition of the gift, the Donor hereby directs, and the Foundation hereby agrees, that restrictions shall be imposed by Donor at Closing hereunder on the Undeveloped Parcel so that the Undeveloped Parcel is preserved consistent with Donor's intent even after expiration of the Covenant. The parties agree that such restrictions shall be in the form of a Conservation Easement ("**Conservation Easement**") to be agreed upon by the parties prior to the Inspection Completion Date (hereinafter defined) and to be executed and delivered by Donor and Miami Dade County with a condition that the representative of Miami Dade County be selected by the Director of the Parks Department, or any department designated in the future as having jurisdiction over parks ("**Easement Holder**") to monitor and enforce compliance with same. If Miami Dade County is unable to timely execute the Conservation Easement before the Closing Date, a third party Florida not for profit entity may be selected by donor to be the Easement Holder until such time as Miami Dade County is prepared to execute the Conservation Easement, at which time they shall be substituted as Easement Holder. The Conservation Easement shall be recorded prior to the Deed (hereinafter defined). Donor shall be responsible for the cash donation which the Easement Holder will require to accept the Conservation Easement. It shall be a condition precedent to Donor's and Foundation's obligations to close hereunder that the form and terms of the Conservation Easement have been agreed upon by the Parties and the Easement Holder by the Inspection Completion Date, and if such agreement has not been obtained by such date, either Party may terminate this Agreement on or before the Closing Date whereupon the Parties shall be released from all further obligations each to the other under this Agreement. The Conservation Easement shall provide for the ability of the Easement Holder to enforce the conditions therein by requiring compliance, including the right to enforce same by injunctive relief and/or appointment of a receiver, but shall not contain a reversionary interest, nor any right to receive title to the property. The Conservation Easement shall require the concurrence a majority of a representative of the Easement Holder as well as the Director of Miami Dade County Parks, Recreation & Open Spaces or their appointee and the Miami Dade County Director of the Deering Estate at Cutler or their appointee to take any specific action to enforce compliance with the Conservation Easement. The Conservation Easement shall provide that mediation shall be undertaken prior to initiation of any enforcement action as a condition precedent.

5. Future Changed Circumstances. If, in the opinion of the Foundation, the Donor's purpose cannot be achieved because of a future change in law or unforeseeable circumstance, such as the Foundation's financial inability to continue maintaining the Property in accordance with this Agreement, the Covenant, and/or the Conservation Easement, the Foundation agrees to distribute the Property to any one or more organization(s) recognized under Section 501(c)(3) of the Internal Revenue Code as a charitable organization with a focus in natural conservation, that agree to accept the Property and preserve the same in accordance with this Agreement, the Covenant, and/or the Conservation Easement. In no event shall the Property be distributed to the State of Florida, Miami-Dade County or any public, quasi-public or other governmental agency. This section shall survive the Closing hereunder.

6. Donor's Estimated Value of the Property. Donor estimates that the current fair market value of the Property is $ 3,600,000 ("**Estimated Value**"). Donor understands that the gift being made under this Agreement is irrevocable.

7. Appraisal; Charitable Deduction. Donor shall obtain, at Donor's sole cost and expense, an appraisal, unless otherwise agreed in writing. The IRS requires an appraisal if property is valued more than $5,000. The appraisal of the Property shall be completed by a qualified licensed appraiser to substantiate its current fair market value. It is understood that Donor intends to claim the value of the Property as a noncash charitable contribution for tax purposes to the extent permitted under the Internal Revenue Code. The Foundation will sign the acknowledgment section of IRS Form 8283 that is correctly completed by Donor and Donor's appraiser. Donor shall be solely responsible for any audits, costs, or liabilities that may arise from the charitable deduction claimed by Donor in this transaction. The Foundation makes no representation regarding the fair market value of the Property or any tax related consequences of the transaction contemplated in this Agreement.

8. **Title and Survey**.

a. Donor shall provide Foundation with copies of any existing title insurance policy and any survey which is in Donor's possession within five (5) days after the Effective Date (hereinafter defined). Foundation shall obtain (1) a title insurance commitment ("**Commitment**") issued by a title insurance company selected by Foundation ("**Title Company**") whereby the Title Company agrees to issue an ALTA owners policy of title insurance ("**Title Policy**") in the amount of the Estimated Value at Closing, subject only to those matters which are acceptable to Foundation ("**Acceptable Exceptions**"), and (2) shall also obtain a current survey of the Land prepared by a registered Florida surveyor in accordance with the minimum standard detail requirements imposed by ALTA/ACSM certified to Donor, Foundation and the Title Company ("Survey"), which Survey shall show all improvements on the Land, overlay all matters affecting title to the Land, shall describe the borders of Undeveloped and Developed Parcel, and shall show such other matters as Foundation deems appropriate.

b. Foundation shall review the Commitment and Survey (collectively, the "Title Evidence") and shall, on or before sixty (60) days from the Effective Date, notify Donor in writing ("Title Objection Notice") of any matters in the Title Evidence which are not Acceptable Exceptions ("Title Defects"). Upon receipt of the Title Objection Notice, Donor shall use reasonable efforts to promptly cure such Title Defects, provided, however, Donor shall not be obligated to bring any litigation or to spend any money to cure such Title Defects. In the event that Donor is unable to cure the Title Defects within thirty (30) days of the Title Objection Notice ("Title Cure Period"), Donor shall notify Foundation in writing as to which Title Defects remain uncured on or before the end of the Title Cure Period and Foundation, at Foundation's option, may: (i) elect to accept title to the Property subject to the Title Defects (in which event the remaining Title Defects shall be deemed Acceptable Exceptions); or (ii) terminate this

Agreement by written notice thereof to Donor, whereupon this Agreement shall be terminated and both parties shall thereafter be released from all further obligations hereunder. Donor agrees not take any action after the Effective Date of the Commitment which shall adversely affect the status of title to the Property. Donor agrees to cure any Title Defects created by, through or under Donor that can be cured by payment of a liquidated amount.

At Closing, Donor shall convey fee simple title to the Land to the Foundation by special warranty deed, subject to the following:

i. real estate taxes and assessments not yet due and payable;

ii. all laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations;

iii. matters shown on the Commitment and Survey (or which would be disclosed by an accurate survey of the Property) to which Foundation has not timely objected as herein provided, or, if Foundation has timely objected, which Donor has not cured prior to closing, all as more particularly set forth above;

iv. the Covenant and the Conservation Easement.

9. Prorations, Costs and Fees. Real property taxes on the Property shall be prorated as of the Closing based upon the latest available tax bill. Donor shall pay for the preparation of the Deed and any other documents it is required to provide hereunder and Donor's own attorney's fees. The Title Company's fees and costs for title and lien searches and conduct of the Closing, any documentary tax or real property transfer tax arising out of the conveyance of the Property, the premium for the Title Policy, Foundation's own attorney's fees, and all other fees and charges (except as otherwise expressly provided herein) shall be paid by the Foundation.

10. Closing. The "Closing" shall be held at 10:00 a.m. at the offices of the Title Company or its agent (**"Closing Agent"**) or at such other location as may be mutually agreed to by the parties, commencing at 10:00 o'clock a.m. on a date (**"Closing Date"**) which is no later than the date thirty (30) days after the expiration of the Inspection Completion Date. In any event, no Closing shall take place until 2015. At Closing, the following shall occur:

a. Donor shall execute and deliver to Closing Agent the following documents with respect to the Property:

i. A special warranty deed ("Deed") conveying the Land to Foundation subject to the Permitted Exceptions;

ii. An appropriate title affidavit addressing the gap, mechanic's liens and exclusive possession of the Land reasonably acceptable to the Title

Company to that Title Company may delete the gap and all standard exceptions other than the survey exception) in the Commitment;

iii. The Conservation Easement also executed by the Easement Holder;

iv. A non-foreign affidavit in a form reasonably acceptable to Closing Agent;

v. A bill of sale without any warranties conveying to Foundation any personal property located on the Land;

b. Donor and Foundation shall each execute counterpart closing statements in customary form together with such other documents as are reasonably necessary to consummate the Closing.

c. Both parties shall pay their respective costs by wire transfer, or by cashier's check drawn on a bank reasonably acceptable to Closing Agent.

11. Right to Inspect Property. Donor acknowledges that, as of the date of this Agreement, the Foundation has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction.

a. Inspection Period. If on or before 5:00 p.m. on the date sixty (60) days after the Effective Date ("**Inspection Completion Date**"), the Foundation determines, in its sole and absolute discretion, that the Foundation does not desire to receive the Property, then the Foundation shall have the right to give written notice to Donor electing to terminate this Agreement, provided such notice is delivered to Donor prior to 5:00 p.m. on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. on the Inspection Completion Date, then, the Parties shall be released from all further obligations each to the other under this Agreement. In the event that the Foundation does not terminate this Agreement as set forth in this Paragraph 11, then the contingency set forth in this Paragraph shall be deemed satisfied or waived by the Foundation.

b. Right to Access the Property. The Foundation, its agents, employees and representatives shall have access to the Property at any time subsequent to the Effective Date and prior to the Inspection Completion Date or earlier termination of this Agreement with full right to (a) inspect the Property and (b) to conduct reasonable tests thereon including, but not limited to, soil borings, structural and utilities systems evaluation and hazardous waste studies, and to make such other examinations with respect thereto as the Foundation, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Property by the Foundation and all costs and expenses in connection with the Foundation's inspection of the Property shall be at the sole cost of the Foundation and shall be performed in a manner not to unreasonably interfere with the Donor's

ownership of the Property. The Foundation shall remove or bond any lien of any type that attaches to the Property by virtue of any of the Foundation's inspections. Upon completion of any such inspection, examination, or test, the Foundation shall restore any damage to the Property caused by the Foundation's inspection. The Foundation hereby indemnifies and holds Donor harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs, claims and liability for personal injury, death and property damage and mechanic's liens resulting from the Foundation's inspections in connection with the Property.

12. Foundation's Representations. The Foundation warrants and represents to Donor that (i) the Foundation is a duly organized and validly existing Florida not for profit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, (ii) the Foundation is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code, (iii) the Foundation has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of the Foundation herein, (iv) no consent or authorization from any other person, entity or government agency is required for Foundation to enter into and perform Foundation's obligations under this Agreement (including the Covenant and Conservation Easement), and (v) the execution of the Agreement will not constitute a breach or default under any agreement to which Foundation is bound. Foundation further represents to Donor that Foundation (i) is a sophisticated and knowledgeable conservation and historic preservation organization, (ii) has previously reviewed and considered the nature of this transaction and the Inspection Period will enable Foundation to thoroughly investigate the Property and all aspects of the transaction, (iii) in electing to proceed with this transaction upon expiration of the Inspection Period, Foundation shall have determined that the Property is satisfactory to Foundation in all respects and is acquiring the Property in "as is" condition, and (iv) Foundation has and will rely solely on Foundation's own independent investigations and inspections, and Foundation has not relied and will not rely on any representation of Donor other than as expressly set forth in this Agreement. Foundation further acknowledges and agrees that, except for the specific representations made by Donor in this Agreement, Donor has made no representations, is not willing to make any representations, nor held out any inducements to Foundation other than those (if any) exclusively set forth in this Agreement; and Donor is not and shall not be liable or bound in any manner by any express or implied warranties, guaranties, statements, representations or information pertaining to the Property, except as may be specifically set forth in this Agreement.

Each of the above representations is material and is relied upon by the Donor. Each of the above representations shall be deemed to have been made as of the Closing and shall survive Closing.

13. Donor's Representations. Donor represents the following:

a. Authorization. Donor has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No consent or authorization from any other person, entity or government agency is required for Donor to enter into and perform Donor's

obligations under this Agreement except as has already been obtained. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Property is subject.

b. Compliance with Laws. Donor has not received any written notice of any violation of, and to Donor's knowledge without conducting any investigation, the Property and its current use is not in violation of, any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local, foreign, or private.

c. Litigation. To Donor's knowledge without conducting any investigation there are no suits, actions, arbitrations, or other legal or administrative proceedings or inquiries pending or threatened against the Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Property or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.

d. Homestead. Donor resides at 904 East Ridge Village Drive, Cutler Bay, Florida, as her permanent residence, and that the Property is not her residence or the residence of a member of her family.

Each of the above representations is material and is relied upon by the Foundation. Each of the above representations shall be deemed to have been made as of the Closing and shall survive Closing.

14. Risk of Loss. All risk of loss shall remain with Donor until closing. In the event the Property is destroyed or damaged prior to Closing and the damage can be restored to substantially the same condition within a period of 60 days thereafter, Donor may at Donor's option elect to repair the damage and the Closing date shall be extended accordingly. If Donor fails to restore such damage within 60 days Foundation shall have the option of (i) taking the Property as is together with insurance proceeds if any, or (ii) cancelling this Agreement whereby both parties shall be released of any further liability hereunder.

15. Proposed Naming. The proposed naming of any program, physical structure or portion of the Property must be mutually acceptable to Donor, during her lifetime, and the Foundation and must be approved in writing by both the Donor and an authorized officer of the Foundation. This section shall survive the Closing hereunder.

16. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or express mail, or by first class mail, postage prepaid, at the following addresses:

To Donor: Marta S. Weeks Wulf
904 East Ridge Village Drive
Cutler Bay, FL 33157.

Copy to:

Daniel K. Capes, Esq.
Dunwody, White & Landon, P.A.
4001 Tamiami Trail N., Ste. 200
Naples, FL 34103

To the Foundation:

Deering Estate Foundation, Inc.
16701 SW 72 Avenue
Palmetto Bay, FL 33157
email: mpettit@deeringestate.com

Copy to:

Scott A. Silver, Esq.
18001 Old Cutler Rd. #600
Palmetto Bay, Fl. 33157
email: ssilver@floridalegal.net

All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

17. Attorney Fees. If any legal action is brought by either Party to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

18. Brokerage. Each Party represents to the other that it has not engaged the services of any real estate broker or agent in connection with the Property and/or this Agreement.

19. Binding on Successors. This Agreement shall inure to the benefit of and be binding on the Parties to this Agreement and their respective successors and assigns.

20. Additional Documents. Donor and the Foundation shall execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings.

22. Amendment. Any provision of this Agreement may be amended, modified or deleted only by a written amendment signed by both parties.

23. Severability. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable

for any reason, this fact shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

24. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement shall survive the Closing and shall not merge in any instrument conveying title to the Foundation. All representations, warranties, agreements, and obligations of the Parties shall, despite any investigation made by any party to this Agreement, survive Closing, and the same shall inure to the benefit of and be binding on the Parties' respective successors and assigns.

25. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Facsimile signatures are deemed to be original signatures.

26. Assignability. The Foundation may not assign this Agreement without written consent of Donor, which consent Donor may withhold in Donor's sole discretion.

27. Governing Law. This Agreement will be governed by the laws of the State of Florida.

28. Waiver. The failure of either Party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

29. Time. Time is of the essence in this Agreement. Any time period or date provided for is this Agreement which shall end or occur on a Saturday, Sunday, or a national legal holiday shall extend to 5:00 pm of the next business day.

30. Effective Date. The term **"Effective Date"** shall mean the date upon which this Agreement has been fully executed by Donor and Foundation and such fully executed Agreement has been delivered to both parties.

31. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Witnesses

Print Name: Karleton B. Wulf

Roxana Alvarez

Print Name: Roxana C. Alvarez

DONOR:

Marta S. Weeks

MARTA S. WEEKS

Dated: Dec. 3, 2014

Witnesses

Print Name: David A. Markley Jr.

Print Name: Britnie Bassant

THE DEERING ESTATE FOUNDATION, INC.

By: Mary Pettit

Print Name: Executive Director

Title: Mary Pettit

Dated: Dec. 4, 2014

Exhibit F

AMENDMENT TO REAL PROPERTY DONATION AGREEMENT

WHEREAS, on December 4, 2014, MARTA S. WEEKS WULF a/k/a MARTA S. WEEKS ("**Donor**") and THE DEERING ESTATE FOUNDATION, INC. ("**Foundation**") entered into that Real Property Donation Agreement for that certain real property located at 7350 SW 162nd Street, Miami-Dade County, Florida, having the Folio Number 33-5026-000-0230 ("Donation Agreement"), which was amended (solely as to the Closing Date) on March 12, 2015;

WHEREAS, the parties wish to amend the Donation Agreement further;

NOW THEREFORE, Donor and Foundation hereby agree to amend the Donation Agreement as follows:

A. The "Closing Date" shall be April 22, 2015.

B. Current paragraph "4" in its entirety and substituting therefore a new paragraph "4" to be and read as follows:

"4. **Conservation Easement**. As a condition of the gift, the Donor hereby directs, and the Foundation hereby agrees, that restrictions shall be imposed on the Undeveloped Parcel by the Donee after Closing so that the Undeveloped Parcel is preserved consistent with Donor's intent even after expiration of the Covenant. The parties agree that such restrictions shall be in the form of the Conservation Easement ("**Conservation Easement**") attached hereto and to be executed and delivered by the Donee in favor of Miami Dade County with a condition that the representative of Miami Dade County be selected by the Director of the Parks Department, or any department designated in the future as having jurisdiction over parks ("**Easement Holder**") to monitor and enforce compliance with same. Donee shall by April 30, 2016 ("**Easement Deadline Date**") obtain the approval of Miami Dade County and to record the fully executed Conservation Easement by that date. In the event that the Donee does not secure the agreement of Miami Dade County and record the Conservation Easement by the Easement Deadline Date, the Donee agrees to grant the Conservation Easement to The Trust for Public Lands, if it is then an organization described in Internal Revenue Code Section 170(b)(1)(A), and The Trust for Public Lands agrees to accept the Conservation Easement upon reasonable terms, or if it is not, to another charitable organization described therein selected by the Donor. At the time of such conveyance, title to the Property shall be the same as received by Donee at Closing hereunder. The Donor may, but shall not be required to, extended the Easement Deadline Date. The parties recognize that the restrictions contained in the Conservation Easement are a critical element of the Donor's intent. Therefore:

a. The Donee acknowledges the reasonableness of the Easement Deadline Date and the gift over to another charity of the Conservation Easement if the Easement Deadline Date is not met.

b. The Donee agrees not to undertake any action prior to the recording of the Conservation Easement to impair the ability of the terms of the Conservation Easement from being carried out in the future.

c. The Donee agrees that, in addition to all other rights the Donor may otherwise have, the Donor shall have the right and standing to enforce this Paragraph post-Closing and the Donee waives any defenses as to standing, right to enforce a contract post-Closing, or otherwise, that might otherwise apply.

d. The Donor's legal representative, including personal representative if the Donor is deceased, may exercise all rights and powers granted the Donor under this Agreement."

C. The references to the Conservation Easement in paragraphs "8" and "11" are hereby deleted.

The parties further agree that the Donation Agreement as amended hereby is hereby ratified and confirmed as in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Donation Agreement effective as of April ___, 2015.

Witnesses

Print Name: Melissa Manresa

Print Name: Kerlesen Wulf

DONOR:

Marta S. Weeks

MARTA S. WEEKS

Dated: April 7, 2015

Witnesses

Print Name: Ivette G. Mora

Print Name: Brittne Bassant

THE DEERING ESTATE FOUNDATION, INC.

By: Mary Pettit

Print Name: Mary Pettit

Title: Executive Director

Dated: 4/10/15

n:\planning\u-z\weeks wulf, marta\gifting of miami home\gift agreement amendment #2.docx

Exhibit G

CFN: 50277556 BOOK 29598 PAGE 1035
DATE:04/30/2015 01:23:07 PM
DEED DOC 0.60
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument Prepared By:
Thomas J. Matkov, Esq.
DUNWODY WHITE & LANDON, P.A.
550 Biltmore Way • Suite 810
Coral Gables, Florida 33134

Folio Number: 33-5026-000-0230

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 22nd day of April, 2015, by MARTA S. WEEKS a/k/a MARTA S. WEEKS WULF ("Grantor"), whose address is 904 East Ridge Village Drive, Cutler Bay, FL 33157, to THE DEERING ESTATE FOUNDATION, INC. a Florida corporation ("Grantee"), whose address is 16701 SW 72 Ave., Miami, FL 33157 provides:.

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, convey and sell unto Grantee, its successors and assigns, that certain real property located in Miami-Dade County, Florida, and more particularly described as:

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-six (26), Township Fifty-five (55) South, Range Forty (40) East, Miami-Dade County, Florida.

LESS public dedications and rights-of-way of record including without limitation the East 35 feet, the South 35 feet and the West 25 feet of the above described land for right-of-way.

SUBJECT TO: Taxes and assessments for the current year and subsequent years, to easements, conditions, reservations, restrictions, rights-of-way, and limitations of record and to applicable zoning ordinances.

AND Grantor hereby specially warrants title to the real property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

AND Grantor warrants that neither she nor any member of her family resides on the land or on any land contiguous thereto, and that the land is not her or any member of her family's homestead nor is it contiguous to her or any member of her family's homestead.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

Witnesses:

Print Name: Michael L. Street

Print Name: Mary Pasciak-Street

Marta S. Weeks

Marta S. Weeks

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me ~~this~~ 22nd day of April, 2015, by Marta S. Weeks, who is personally known to me [yes] [no] or who produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
Printed Name of Notary Public

m:\real estate\u-z\weeks\seller docs\deed special warranty.docx

MARY PASCIAK-STREET
Notary Public - State of Florida
My Comm. Expires Jun 25, 2018
Commission # FF 136466

Exhibit A

CFN 2011R0095373 OR BK 27584 Pgs 1701 - 1719; (19pgs)
RECORDED 02/10/2011 15:43:52
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(D)(1)(C)
12-7-10

RESOLUTION NO. R-1165-10

RESOLUTION AUTHORIZING THE ACCEPTANCE OF TEN (10) ENVIRONMENTALLY ENDANGERED LANDS COVENANTS IN MIAMI-DADE COUNTY, FLORIDA

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

WHEREAS, the attached ten (10) Covenants, identified as folio 30-7906-000-0100 at 28590 SW 170 Avenue (3.07 acres of hardwood hammock); folio 30-6914-000-0300 at 22520 SW 134 Avenue (4.333 acres of pine rockland); folio 30-6914-000-0290 in the vicinity of SW 224 Street and SW 134 Avenue (3.820 acres of pine rockland); folio 30-6928-000-0061 at 14940 Coconut Palm Drive (1.029 acres of pine rockland); folio 30-6921-000-0100 in the vicinity of SW 232 Street and SW 151 Avenue (8.753 acres of hardwood hammock); folio 30-6921-000-0132 in the vicinity of SW 232 Street and SW 151 Avenue (0.532 acres of hardwood hammock); folio 30-6917-000-0031 at 22000 SW 157 Avenue (2.763 acres of hardwood hammock); folio 30-6928-000-0500 at 26363 SW 152 Avenue (4.104 acres of transitional hardwood hammock/pine rockland); folio 30-6905-000-0200 at 16300 SW 184 Street (15.863 acres of pine rockland); and folio 33-5026-000-0230 at 7350 SW 162 Street (7.162 acres of hardwood hammock), have been submitted pursuant to Chapter 25B of the Code of Miami-Dade County, and Section 193.501, Florida Statutes, which Ordinance and Statute provide for beneficial ad valorem tax classifications for outdoor recreational or parkland and environmentally endangered lands; and

WHEREAS, the attached Covenants have been executed and are being proffered to this Board for acceptance, as indicated in the Manager's memorandum, a copy of which is attached hereto and incorporated herein by reference; and

4

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: DIANE COLLINS
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. THR for

Robert A. Duvall

COVENANT RUNNING WITH THE LAND OF L.A. AND MARTA S. WEEKS IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 7350 SW 162ND STREET, MIAMI-DADE COUNTY, FLORIDA 33157, FOLIO 33-5026-000-0230.

The undersigned, L.A. and Marta S. Weeks, being owner(s) of a parcel of real property legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference, and located at 7350 SW 162nd Street, Miami-Dade County, Florida, and furthermore identified for ad valorem tax purposes by all or part of Folio Number 33-5026-000-0230, (hereinafter referred to as the "property") which property contains the items set forth in Exhibit B, attached hereto and incorporated herein by reference, hereby create(s) a covenant, on behalf of the undersigned owner('s)(s') heirs, successors, assigns and grantees, running with the land to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereinafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The covenant created hereby is created pursuant to F.S. 193.501 and Chapter 25B of the Code of Miami-Dade County, Florida.

2. The undersigned owner(s) covenant with the Board that the Property shall be maintained in its present natural state.

3. The undersigned owner(s) covenant with the Board that the Property shall be and the same is hereby subject to the conservation restriction(s) necessary to maintain the Property in such present state, as set forth in the management recommendations included in Exhibit B attached hereto and incorporated herein by reference.

4. The undersigned owner(s) covenant(s) and represent(s) that the undersigned owner(s) is/are the owner(s) in fee of the Property and that no other person or other legal entity of any kind whatsoever has any fee interest in the Property.

5. The undersigned owner(s) covenant(s) and agree(s) that the Board of County Commissioners of Miami-Dade County, Florida, through its authorized agents shall have the right, upon written notification to the owner(s) of the Property, to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner promised by the undersigned owner(s) in this covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the owner(s) in writing by Certified Mail, return receipt requested at the last known mailing address of record, of the particular curative action to be taken by the owner(s) of the Property and the reasons therefore. The owner(s) shall take such curative action within a reasonable time, provided however, the owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore. The undersigned owner(s) covenant(s) and agree(s) that this

covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.

6. As provided herein, this covenant may be renewed at the discretion of the owner(s) of the property for successive ten (10) year periods following the termination of the first ten (10) year period. Upon the owner's filing with the Clerk of the Courts for recording a written notification of the owner's intent to renew, this covenant shall be renewed for an additional ten (10) year period. Said written notification shall be made to the Clerk of the Courts not later than thirty (30) days prior to the expiration date of the covenant. Contemporaneous to the written notification above, a copy of the owner's notification letter shall be provided to the Miami-Dade County Department of Environmental Resources Management.

7. After this Covenant is accepted by the Board, the Covenant, together with a certified copy of the Board's resolution accepting the Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County and a copy sent to the Miami-Dade County Property Appraiser.

8. After this Covenant is executed by the owner(s) of the Property and accepted by the Board and during the time this Covenant is in force and effect, the Property Appraiser shall assess the Property for ad valorem tax purposes in conformance with Chapter 25B, Code of Miami-Dade County, Florida, and Section 193.501, Florida Statutes.

9. After this Covenant is executed by the owner(s) of the Property and accepted by the Board, neither the owner(s) of the Property nor anyone with the owner('s)(s') knowledge or consent shall use the Property or modify the present state of the Property in any manner inconsistent with this Covenant without first obtaining a written release from the Board as required by Chapter 25B of the Code of Miami-Dade County, Florida.

10. The owner(s) of the Property may be released from this Covenant for the reasons and in accordance with the procedures and conditions set forth in F.S. 193.501 and Chapter 25B of the Code of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 27th day of September, 2010.

INDIVIDUAL

WITNESSES:

sign _____

print DANIEL GONZALEZ

sign _____

print JESSICA BROOKS

OWNER(S):

sign Marta S. Weeks

print MARTA S. WEEKS

Address 7350 SW 162 ST.
PALMETTO BAY, FL 33157

sign _____

print _____

sign _____

print _____

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27th day of September, 2010, by Marta S. Weeks, who is personally known to me or who has produced Florida Drivers License as identification and who did take an oath.

NOTARY PUBLIC:

sign _____

print John Rivera

State of Florida at Large (Seal)

My Commission Expires:

JOHN RIVERA
Notary Public - State of Florida
My Comm. Expires Mar 24, 2014
Commission # DD 974401
Bonded Through National Notary Assn.

THIS INSTRUMENT PREPARED BY:
Helena C. Giannini, Biologist I
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court,
Miami, Florida 33136

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	33-5026-000-0230
Property Address:	7350 SW 162 Street, Miami-Dade County, Florida.
Legal description:	26 55 40 8.76 AC R-1147-00 SUBJ TO EEL COV ON 6.53AC SW1/4 OF NE1/4 OF SW1/4 LESS E S35FT & W25 FT PER R-1653-93 F/A/U 30-5026-000-0230

Exhibit B
Tropical Hardwood Hammock Management Plan for L.A. and Marta S. Weeks

Location: 7350 SW 162 Street, Miami-Dade County, Florida.

Size: 8.76 acre parcel
7.162 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 33-5026-000-0230

Forest Type: Tropical hardwood hammock (currently containing 7. 162 acres of County designated Natural Forest Community (NFC)

Location

The property is located south of SW 162nd Street and north of SW 164th Street. It is west of Old Cutler Road and east of SW 74th Avenue. The site is a developed residential lot inside the urban development boundary (UDB). It is surrounded by residential properties to the north, west and south. The property to the east is the Deering Estate, a county-owned park and county-designated Natural Forest Community (NFC). The property can be accessed via SW 162nd Street.

Distance from nearest EEL/county-owned site: ~70 feet from the Deering Estate
Distance from nearest EEL Covenanted site: ~2,500 feet from Eliot (33-5034-000-0173)
Distance from nearest county-designated Natural Forest Community (NFC): ~70 feet.

Property Information

The property consists of 7.162 acres of Tropical hardwood hammock which qualify for an EEL Covenant. The property is located on the Miami rock ridge. The property was designated as a natural forest community (NFC) in 1984 by the Miami-Dade County Board of County Commissioners via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 25, T50 R40 S26, parcel G.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are fern species found in geologically significant solution holes.

This property is located across the street from the Deering Estate, a 444 acre county-owned and managed preserve, with hammock and pine rockland habitat. Like this property, the natural area of the Deering Estate is also designated as a natural forest community (NFC). This site's proximity to the preserve makes it function as a wildlife corridor, and the preserve itself serves as a native plant material seed source. In turn, management of this site will help keep exotics from seeding into the preserve and will enhance its function as a wildlife refuge within an urban setting.

Present Condition

There is a single family home on the northwest corner of the parcel with an access driveway leading to the SW 162 St. The remainder of the parcel is natural area surrounded by a chain-link fence. This natural area is a rockland hammock. The soil on site is Matecumbe muck, and the substrate is sandy with some rock outcroppings.

There is a trail just south of the house leading from the west side to the east side of the property. There is a second trail just east of the house that leads from the north side to the south side of the property. These trails intersect and are open and clear, except for the western portion of the east-west trail that is slightly overgrown.

There site is dominated by cabbage palms (*Sabal palmetto*) but also contains saw palmetto (*Serenoa repens*), silver palm (*Coccothrinax argentata*), live oaks (*Quercus virginiana)* and slash pine trees (*Pinus elliottii var. densa*) of various ages. On the northern and eastern portions of the natural area pines, oak trees and palms dominate the canopy and, the understory is mostly clear. There are abundant native epiphytes on the oak trees throughout the site. Several native ferns, such as *Phlebodium aureum*, are on site. There is also a diversity of understory herbaceous species (including several rare and listed species throughout).

The northeast and central portions of the natural area are dominated by hammock species, characteristic of an area that is in transition, and representative of a rockland hammock. Both have relatively undisturbed substrate and are dominated by native plant species. The northeast portion is relatively open and the central portion is slightly overgrown.

The northwest portion of the natural area has more mature slash pine trees in the canopy compared to the rest of the site. This part of the site is slightly overgrown and in need of selective hardwood control.

The southeast corner of the site is slightly more overgrown and has a few exotic plant species, such as *Leucaena leucocephala*. However, the area is still dominated by natives. Property owners have planted slash pine trees on this portion of the site.

The southwestern portion of natural area has several invasive exotic plant species such as *Leucaena leucocephala*, *Catharanthus roseus*, *Flacourtia indica*, *Ardisia elliptica* and *Urena lobata*. Many of these exotics, such as the *Ardisia elliptica*, have been treated by the property owners as part of the management plan under the property's current EEL

covenant. Exotics are re-sprouting and coming up from the seed bank and will need additional treatment. The *Urena lobata* is establishing a considerable population on the southwest and west of the property which will need to be treated.

The chain-link fence on the west and south edges of the property is overgrown with invasive exotic vines (such as *Jasmine spp.*). These prohibited pest plants are highly invasive, and can do a lot of damage in the natural area, and must be removed.

Biologists documented approximately 100 bee boxes (recently placed) in the central southern part of the site. Boxes have active colonies and bees are swarming around the natural area and potentially displacing natural pollinators. This type of use is incompatible with the site's current EEL covenant and NFC designation, and therefore the boxes must be removed.

Conclusion

This natural area is a designated Natural Forest community, and being adjacent to the Deering Estate is acting as a significant extension of the preserve – it is likely that there is an exchange of seeds between the areas, and wildlife can traverse between the areas. These natural areas are in the bordered by a fully developed residential area, making them all the more valuable. The site has good substrate and high biodiversity. The property owners have been managing the site in substantial accordance with the management plan include in the current EEL covenant on site, and have made progress in maintaining the natural area healthy. Future management must focus on eradicating exotic plants and clearing and maintaining an open understory to maintain and promote a diverse herbaceous plant layer where currently present.

Ecological Goals

1. Eliminate invasive exotic species.
2. Maintain the present extent of the hardwood hammock.
3. Maintain and create a diverse canopy and understory and to preserve rare hammock species.
4. Promote regeneration and growth of native hardwoods and rare plants.
5. Provide suitable habitat for native wildlife.

Management Goals

1. Eliminate invasive exotic plant species from the hammock interior to achieve less than 2% exotic cover.
2. Completely remove all invasive exotic plant species from perimeter of the site and prevent exotic re-colonization. Ensure that no more than 50 square feet of any exotic cover remains.
3. Prevent reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for Hardwood Hammock

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools)

Year 1-2: Removal and herbicide treatment of all invasive exotics plant species is required by DERM. Perimeter exotics should be treated first and then work may be extended into the interior of the site. Invasive exotic vines must be removed from the fence surrounding the property. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. *Removal of bee boxes on site must be completed within 6 months of the approval of this covenant – please notify DERM once this has been completed.*

Year 3-5: Continue to eradicate exotic and invasive plants and ruderal vines around the edges and within the site. Retreat any re-sprouting or re-colonizing invasive exotic plants. Maintain open understory. Monitor natural recruitment.

Year 6-7: Continue to eradicate exotic and invasive plants and vines throughout the entire site. Maintain open diverse understory and rare species. Monitor natural recruitment.

Year 8-10: Continue invasive exotic eradication and monitor rare species.

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

GRAMINOIDS (Grasses, Sedges and Rushes)

Scientific Name	Common Name	Origin/Status
Cyperus croceus	Baldwin's flatsedge	N
Cyperus ligularis	swamp flatsedge	N
Dichanthelium aciculare	needleleaf witchgrass	N
Dichanthelium commutatum	variable witchgrass	N
Dichanthelium dichotomum	cypress witchgrass	N
Eustachys petraea	pinewoods fingergrass	N
Oplismenus hirtellus	woodsgrass	N
Neyraudia reynaudiana	Burma reed	E / EPPC (I)
Scleria lithosperma	Florida Keys nutrush	N / FL endangered

Sporobolus indicus var. *pyramidalis*	West Indian dropseed	E
Setaria parviflora	yellow bristlegrass	N
Stenotaphrum secundatum	St. Augustine grass	N
Zoysia matrella	Manila templegrass	E

FORBS AND WOODY GROUNDCOVERS

Scientific Name	Common Name	Origin/Status
Acalypha chamaedrifolia	bastard copperleaf	N
Ambrosia artemisiifolia	common ragweed	N
Anemia adiantifolia	maidenhair pineland fern	N
Angadenia berteroi	pineland golden trumpet	N / FL threatened
Ayenia euphrasiifolia	eyebright ayenia	N
Bidens pilosa	Spanish needles	E
Catharanthus roseus	Madagascar periwinkle	E
Chamaecrista fasciculata	partridge pea	N
Chamaecrista nictitans var. *aspera*	sensitive pea	N
Chamaesyce hirta	pillpod sandmat	N
Chaptalia albicans	white sunbonnets	N / FL threatened
Chiococca parvifolia	pineland snowberry	N
Commelina erecta	whitemouth dayflower	N
Crossopetalum ilicifolium	Christmasberry	N / FL threatened
Crotalaria pumila	low rattlebox	N
Crotalaria spectabilis	showy rattlebox	E
Croton linearis	pineland croton	N
Desmodium incanum	Zarzabacoa Comun	E
Desmodium tortuosum	Dixie ticktrefoil	E
Melanthera nivea	snow squarestem	N
Mosiera longipes	mangroveberry	N / FL threatened
Nephrolepis exalta	sword fern	N
Neptunia pubescens	tropical puff	N
Oeceoclades maculata	monk orchid	E
Phyllanthus pentaphyllus	fivepetal leafflower	N
Physalis walteri	Walter's groundcherry	N
Pilea micrphylla	artillery plant	N
Poinsettia cyathophora	painted leaf	N
Polypremum procumbens	rustweed	N
Pteridium aquilinum var. *caudatum*	lacy braken	N
Russelia equisetiformis	firecracker plant	E
Sansevieria hyacinthoides	bowstring hemp	E / EPPC (II)
Spermacoce verticillata	shrubby false buttonweed	E
Stachytarpheta jamaicensis	blue porter weed	N
Tragia saxicola	Florida Keys noseburn	N / FL threatened
Trichostema dichotomum	forked blue curls	N
Urena lobata	Ceasarweed	E / EPPC (II)
Zamia integrifolia	coontie	N

VINES AND SCANDENT SHRUBS

Scientific Name	Common Name	Origin/Status
Abrus precatorius	rosary pea	E / EPPC (I)
Cassytha filiflormis	love vine	N
Centrosema virginianum	spurred butterfly pea	N
Dichondra carolinensis	Carolina ponysfoot	N
Galactia volubilis	downy milkpea	N
Galactia striata	Florida hammock milkpea	N
Ipomoea hederifolia	scarlet creeper	N
Ipomoea indica	oceanblue morning glory	N
Jasminum dichotomum	gold coast jasmine	E / EPPC (I)
Jasminum fluminense	Brazilian jasmine	E / EPPC (I)
Merremia dissecta	Noyau vine	E
Morinda royoc	cheese shrub	N
Parthenocissus quinquefolia	Virginia creeper	N
Passiflora suberosa	corkystem passionflower	N
Smilax auriculata	earleaf greenbrier	N
Smilax bona-nox	saw greenbrier	N
Smilax havanenis	Everglades greenbrier	N / FL threatened
Toxicodendron radicans	poision ivy	N
Vitis rotundifolia	muscadine	N

TREES AND SHRUBS

Scientific Name	Common Name	Origin/Status
Acacia auriculiformis	earleaf acacia	E / EPPC (I)
Acacia pinetorum	pineland acacia	N
Agave sisalana	sisal hemp	E / EPPC (II)
Albizia lebbeck	woman's tongue	E / EPPC (I)
Ardisia elliptica	shoebutton	E / EPPC (I)
Ardisia escallonioides	marlberry	N
Baccharis glomeruliflora	silverling	N
Bursera simaruba	gumbo limbo	N
Callicarpa americana	American beautyberry	N
Clerodendrum speciosissimum	Javanese glorybower	E
Coccothrinax argentata	Florida silver palm	N / FL threatened
Chrysophyllum oliviforme	satinleaf	N / FL threatened
Dypsis lutescens	areca palm	E
Eugenia axillaris	white stopper	N
Eugenia uniflora	Surinam cherry	E / EPPC (I)
Ficus aurea	strangler fig	N
Flacourtia indica	governor's plum	E / EPPC (II)
Lantana involucrata	buttonsage	N
Leucaena leucocephala	white leadtree	E / EPPC (II)
Livistona chinenis	Chinese fan palm	E / EPPC (II)
Mangifera indica	mango	E
Metopium toxiferum	poisonwood	N

Ocotea coriacea	lancewood	N
Pinus elliottii var. *densa*	South Florida slash pine	N
Psychotria nervosa	wild coffee	N
Ptychosperma elegans	Alexander palm	E / EPPC (II)
Rapanea punctata	myrsine	N
Quercus virginiana	live oak	N
Rhus copallinum	winged sumac	N
Sabal palmetto	cabbage palm	N
Schefflera actinophylla	Queensland umbrella tree	E / EPPC (I)
Schinus terebinthifolia	Brazilian pepper	E / EPPC (I)
Serenoa repens	saw palmetto	N
Sideroxylon salicifolium	willow bustic	N
Sideroxylon foetidissimum	false mastic	N
Simarouba glauca	paradise tree	N
Swietenia mahagoni	West Indian mahogany	N / FL threatened
Syagrus romanzoffiana	queen palm	E / EPPC (I)

EPIPHYTES

Scientific Name	**Common Name**	**Origin/Status**
Phlebodium aureum	golden polypody	N
Pleopeltis poylpodioides var. *michauxiana*	resurrection fern	N
Tillandsia utriculata	giant airplant	N / FL endangered

***Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, MARTA S. WEEKS hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Marta S. Weeks
SIGNATURE

9-27-10
DATE

I, _____ hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

_____
SIGNATURE

_____
DATE

33-5026-000-0230 Weeks EEL Covenant

Marta S. Weeks
7350 S.W. 162nd Street
Village of Palmetto Bay, FL 33157
(305) 238-8128

September 27, 2010

Ms. Helena Giannini
Dept. of Environmental Resources Management
Natural Resources Planning Section
701 NW 1st Court – 5th Floor
Miami, Florida 33136-3912

Dear Ms. Giannini,

This letter is to confirm that I am the sole owner of the property at 7350 SW 162nd St. in Palmetto Bay and that there is no mortgage on the property at present. (Folio No. 33-5026-000-0230)

The previous agreement (as listed under Exhibit A) was for 6.53 AC of land. The new agreement says 7.162 now. I trust in future the taxes will take into account the 7.162 now listed.

It's not clear to me if I am supposed to return both these copies to you. Or may I keep one? If not, I'll try to get a copy before mailing this off. I did leave a message for you earlier today.

Very sincerely,

Marta S. Weeks

Marta S. Weeks

Enclosed:

Check # 1192 — $163.00
Check # 1193 - 460.00

CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

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

Resolution No. R-1165-10

Date: December 7, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Acceptance of Ten (10) Environmentally Endangered Lands Covenants in Miami-Dade County

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the acceptance of ten (10) covenants running with the land for the preservation and maintenance of environmentally endangered lands (EEL) listed below and attached hereto.

Scope
These covenants are for properties located in Commission District 8.

Fiscal Impact/Funding Source
Upon execution of the covenants and approval by the Board, these properties will receive preferential tax treatment through reductions in their assessed values from the Miami-Dade County Property Appraiser pursuant to Sec.193.501(3)(a), Florida Statutes.

Track Record/Monitor
The Director of the Department of Environmental Resources Management (DERM) will monitor these covenants as allowed by Chapter 25B (Article II) of the Code of Miami-Dade County.

Background
Chapter 25B (Article II) of the Code Miami-Qade County was approved by the Board pursuant to Ordinance No. 79-105 on December 4, 1979. This ordinance allows qualifying owners in Miami-Dade County to voluntarily enter into a 10-year covenant with the Board, stipulating that their property will be preserved and maintained in its natural state subject to one or more conservation restrictions. The purpose of the ordinance is to provide an economic incentive for owners of environmentally endangered lands, such as hammocks and pinelands, to manage their land; thereby maintaining the lands' natural resource value. This is particularly significant in the rural areas of Miami-Dade County where many property owners have an economic incentive to clear forested lands and replace them with fruit groves or vegetable crops in order to qualify for an agricultural tax exemption.

Upon execution of the covenants and approval by the Board, the properties will receive preferential tax treatment by receiving a substantial reduction in their assessed value from the Miami-Dade County Property appraiser in accordance with the criteria in Sec.193.501(3)(a), Florida Statutes. This will result in tax savings to the property owners.

In the event that a property owner breaches any portion of the covenant, the properly owner is then liable for all back taxes (i.e. taxes that would have been required had the endangered land assessment not been obtained) plus state-mandated interest penalties on the back taxes.

The Department of Environmental Resources Management (DERM) is responsible for the evaluation of all applications for environmentally endangered lands tax exemptions. Factors considered by DERM in reviewing applications include ecological significance, site integrity, farming suitability, agricultural tax exemption and the likelihood of further subdivision of the site. Existing zoning for each application is also considered by DERM.

Once a site has been determined to meet the minimum threshold for ecological significance and integrity, the application and covenant are submitted to the Board for approval.

The subject sites, listed below, meet the above-mentioned criteria for environmentally endangered lands. Therefore, the Director of DERM is recommending approval for acceptance of ten (70) EEL covenants for these properties.

New Covenants

1) Thomas J. Blakley (3.07 acres of hardwood hammock)
Folio 30-7906-000-0100 located at 28590 SW 170 Avenue, Miami-Dade County, Florida.

2) The estate of Donald F. Davis (4.333 acres of pine rockland)
Folio 30-6914-000-0300 located at 22520 SW 134 Avenue, Miami-Dade County, Florida.

3) The estate of Donald F. Davis (3.820 acres of pine rockland)
Folio 30-6914-000-0290 located in the vicinity of SW 224 Street and SW 134 Avenue, Miami-Dade County, Florida.

4) Todd & Jill Hardwick (1.029 acres of pine rockland)
Folio 30-6928-000-0061 located at 14940 Coconut Palm Drive, Miami-Dade County, Florida.

5) JMC Groves, LLC (8.753 acres of hardwood hammock)
Folio 30-6921-000-0100 located in the vicinity of SW 232 Street and SW 151 Avenue, Miami-Dade County, Florida.

6) JMC Groves, LLC (0.532 acres of hardwood hammock)
Folio 30-6921-000-0132 located in the vicinity of SW 232 Street and SW 151 Avenue, Miami-Dade County, Florida.

7) Nesbitt Goulds, LLC (2.763 acres of hardwood hammock)
Folio 30-6917-000-0031 located at 22000 SW 157 Avenue, Miami-Dade County, Florida.

8) Jason & Charlotte Springer (4.104 acres of transitional hardwood hammock/pine rockland)
Folio 30-6928-000-0500 located at 26363 SW 152 Avenue, Miami-Dade County, Florida.

9) Coleen H. Tietig (15.863 acres of pine rockland)
Folio 30-6905-000-0200 located at 16300 SW 184 Street, Miami-Dade County, Florida.

10) L.A. and Marta S. Weeks (7.162 acres of hardwood hammock)
Folio 33-5026-000-0230 located at 7350 SW 162 Street, Miami-Dade County, Florida.

Assistant County Manager

Exhibit I

The Deering Estate Foundation
Operating Agreement

This agreement is entered into the 1st day of June, 2005 by and between Miami-Dade County, a political subdivision of the State of Florida, including the Deering Estate at Cutler and the Deering Estate Foundation, a Florida not-for-profit corporation (hereinafter referred to as the "Foundation").

Whereas Miami-Dade County, by agreement with the State, operates and maintains an environmental, archeological and historic park known as the Deering Estate at Cutler (the "Deering Estate") to promote conservation, education and recreation; and

Whereas the Deering Estate Foundation is a not-for-profit corporation organized under the laws of the State of Florida, the Foundation agrees to exclusively direct their efforts and resources to the support of the Deering Estate and its programs.

Whereas the Deering Estate at Cutler is an invaluable national landmark, containing important endangered ecosystems, archeological sites, historic buildings and collections, that serves both as a source of education and leisure to our residents and visitors and as a national and international tourist attractions.

NOW THEREFORE, for valuable consideration given and received by the County and the Foundation, the receipt and sufficiency of which is hereby acknowledged, the parties enter into this AGREEMENT, and agree as follows:

The purpose of this Agreement is to (1) formalize a public-private partnership between the County and the Foundation for the support, preservation, and development of the Deering Estate and (2) to empower the Foundation to materially contribute to the support, preservation and development of the Deering Estate. The further purpose of this Agreement is to delineate the respective responsibilities of the County and the Foundation and thereby avoid misunderstandings or miscommunications, optimize resources and prevent duplication of efforts in the conduct of their affairs so as to better accomplish their separate and collective missions to improve and preserve the Deering Estate for the benefit of the residents of Miami-Dade County and visitors to South Florida.

The parties to this agreement recognize that the Deering Estate's success will be enhanced by mutual cooperation and support at all organizational levels within both public and private sectors. The parties agree to have their respective staffs assist each other to the fullest extent possible and reasonable for the benefit of the Deering Estate at Cutler.

1. Responsibilities of Each Party

a. Miami-Dade County has the exclusive responsibility to operate and maintain all aspects of the Deering Estate and is accountable for the overall operations of the Deering Estate in accordance with the policies and directives established by the Board of County Commissioners, the County Manager, and all applicable County, State and Federal regulations. On all matters affecting the Deering Estate, the County acting through the Park and Recreation Department Director or its designee shall determine the ultimate course of action. The Deering Estate Manager (the Estate Manager) operates and manages the Deering Estate and shall set all short and long-term strategic plans for the operation, maintenance, interpretation, and preservation of the Deering Estate. The Estate Manager reports directly to the Parks Director.

b. The Foundation shall serve as a fund-raising arm for the Deering Estate providing support to the Deering Estate for preservation, restoration, and education within its financial means consistent with its mission and that of the Deering Estate. The Foundation shall provide the following services to the Deering Estate:

1. Fundraising. Fundraising shall be performed only for activities consistent with the Mission Statement of the Deering Estate and all local, state and federal laws. Private fundraising shall comply with the Standards of Charitable Accountability established by the BBB Wise Giving Alliance and published at www.give.org. To avoid duplication, conflicts, and competing efforts, private fundraising shall be approved, as provided in paragraph 2 below, and coordinated by the Estate Manager whose decision shall be binding unless modified by the County.

2. Other Services. Such other services as the Deering Estate and the Foundation may from time-to time mutually agree to be in the best interest of the Deering Estate may be performed by the Foundation. Any such services shall be outlined in writing and acknowledged by both parties and shall be consistent with the Mission Statement of the Deering Estate.

3. Subject to all applicable rules, laws and regulations and the County's Lease with the State of Florida, the County, in its sole discretion, may allow the Foundation to operate facilities or programs contained within Deering Estate for the benefit of the public. The conduct of such activities by the Foundation shall be subject to provisions of a separate written agreement by and between Deering Estate and the Foundation which shall contain provisions for termination, hours of operation, insurance, rent, reimbursements, and maximum charges.

2. Budget and Annual Giving

a. In order to insure that both parties are knowledgeable about the undertakings and priorities of the Estate and the Foundation activities and annual plans, commencing in budget fiscal year 2004-2005 the County and Foundation staffs will prepare independent

budgets to coordinate with the County's budget schedule in which the objectives and needs of both the County and Foundation are prioritized.

b. The Estate Manager shall provide the Foundation with a list of projects (and approximate costs) that reflects the needs of the Deering Estate and present opportunities for attracting private or public philanthropic support. The purpose of this list is to allow the Foundation a meaningful choice of projects. The Foundation shall select from this list of projects those which it desires to direct its fund raising activities. All such projects must be consistent with the Mission Statement of the Deering Estate.

c. Should the Foundation wish to engage in capital development projects on behalf of the Deering Estate, the Foundation and the County shall execute a Capital Development Agreement setting forth the terms and conditions of such project, including terms for design review, contract review, payment and performance bond requirements and other terms as may be appropriate. The Capital Development Agreement shall require approval by the Board of County Commissioners.

d. It is expressly understood that the Foundation and the Parks Department may each apply for grants for the benefit of the Deering Estate. However, the Foundation and the County shall not apply for the same grants, but may apply for grants from the same funding source. To avoid duplication, conflicts, and competing efforts between the County and the Foundation, whenever the County or the Parks Department applies for a grant for the benefit of the Deering Estate, it shall promptly inform the Foundation of the application in writing. The Foundation shall inform the Parks Department of its intent to apply for any and all grants to benefit the Deering Estate, and shall provide the Parks Department a copy of any and all grant applications before submission to the funding source. The Foundation recognizes that the County is and shall be at all times the primary applicant and solicitor of government grants and funds. Accordingly, the Foundation will solicit government grants only with the express approval of the County.

e. The Estate Manager and the Foundation shall annually negotiate an agreement concerning (i) the amount of annual contribution; (ii) the projects to which those funds will be allocated; and (iii) the timing and method of payment; and (iv) the appropriate recognition of donors.

f. All donor restrictions on gifts, grants, or commitments shall be honored as allowed by local state and federal law. Otherwise, such gift, grant, or commitment shall be returned.

3. Annual Report

a. Consistent with the Standards for Charitable Accountability, the Foundation shall provide the Estate Manager an annual report that shall include:

i. An explicit narrative description of the organization's major activities presented in the same categories and covering the same fiscal period as the audited financial statement;

ii. A list of board members including some identifying information on each member;

iii. When Foundation revenues meet $150,000, excluding government grants which require detailed expense documentation, audited financial statements complying with OMB Circular A-133; and Form 990 including all attachments as filed with the Internal Revenue Service.

iv. Audit of Operator's Business Affairs and Records: County shall have the right to cause, upon five (5) days' written notice to Foundation, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County. Operator shall make all such records available for said examination at the Deering Estate or at some other mutually agreeable location.

b. The Estate Manager may on an annual basis report through the Parks Director to the County Manager in writing on the Foundation's activities pursuant to this Agreement and whether such activities are consistent with the Deering Estate Mission Statement and the needs of the institution. The Estate Manager's report may include recommendations, if any, for improvement or enhancement of the activities pursuant to this Agreement.

c. The County Manager shall on an annual basis review and approve the Estate Manager's report on the Foundation's activities pursuant to this Agreement.

4. Use of the Deering Estate at Cutler Name

a. The County specifically reserves the right to the use of the Deering Estate name and all derivations thereof for all purposes. The County does hereby consent to the limited use of the Deering Estate name by the Foundation for purposes consistent with the Mission Statement of the Deering Estate, provided that all proposed uses of the name shall be submitted in a timely manner to the Estate Manager for the prior approval. The decision of the Estate Manager concerning the use of the name shall be binding unless modified by the County. This consent to the limited use of the Deering Estate name may be withdrawn after notice and opportunity to be heard afforded to the Foundation.

5. Access and Use of the Deering Estate

a. The County agrees to provide the Foundation, through its authorized directors, officers, agents and volunteers, with reasonable access to the Deering Estate's grounds during scheduled hours. Special arrangements may be made with the Estate Manager for access during non-scheduled hours provided that such access is for purposes of Foundation or Deering Estate business.

i. Office Space. The County shall provide the Foundation with such office space on the Deering Estate grounds as is reasonable and necessary for the operation of the Foundation. The office space shall include the upper floor of the Carriage

House and other space as is reasonable and necessary to the operation of the Foundation.

ii. The Foundation shall be responsible for installation and maintenance of Foundation related administrative technical support equipment and services. The Foundation shall make no modifications to the structure without the express written authorization of the County and any modifications will require compliance with local, state and federal laws.

b. Membership Access. All members in good standing of a Foundation membership program approved by the County shall be afforded access to the Deering Estate as provided in the approved membership program.

c. Events. The County may provide the Foundation with use of the Deering Estate for fundraising special events consistent with the Mission Statement of the Deering Estate upon such terms and conditions as it determines will best serve the institution. A formal written request must be submitted to the Estate Manager outlining annual dates and event descriptions to be held in reserve each November prior to the start of the fiscal year as outlined in the Administrative Order 8-7.

The Foundation shall submit in writing, a pro forma and descriptions of events to be held at the Deering Estate to be sponsored, operated and funded by the Foundation, substantially in compliance with Administrative Order 8-3 pertaining to Special Events held in park facilities. If the Estate Manager objects to such event, the Foundation must be notified in writing within five (5) working days from receipt of the special event request.

i. Unless otherwise provided for, the Deering Estate shall charge the Foundation for the actual cost of County staff and equipment provided for Foundation events or programs. Costs shall be agreed upon and committed to writing 90 days prior to each event or program.

6. Insurance

a. At all times the Foundation shall maintain in full force and effect the following insurance and shall furnish to the County, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

b. Worker's Compensation Insurance for all employees of the Foundation as required by Florida Statute 440.

c. Public Liability Insurance on a comprehensive basis including in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and

property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

d. Property Insurance on an "All Risk" basis in an amount not less that one hundred (100%) percent of the replacement cost of all real and personal property. Miami-Dade County must be shown as a Loss Payee with respect to this coverage.

e. Automobile Liability Insurance covering all owned, non owned and hired vehicles used in connection with this agreement, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

f. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Foundation.

g. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

The Risk Management Division of the County shall have the right to reasonably amend insurance requirements and approve all companies providing coverage.

7. Assets

a. All assets, personal property, or real property of the Foundation that were acquired pursuant to this agreement or acquired previous to this agreement in the name of the Deering Estate shall be held in trust for the use and benefit of the Deering Estate. In the event that this agreement is terminated or is not renewed, it is the responsibility of both parties to ensure that these assets are preserved and used for the exclusive benefit of the Deering Estate.

8. Terms and Termination

a. This agreement shall become effective as provided by the Board of County Commissioners in accordance with Commission Resolution R-377-04. This Agreement shall be in effect for the period of five (5) years following its first effective date. It may be canceled by either party upon (1) notice of default to the other party and an opportunity to cure as set forth in section 9 (g) of this contract; (2) a good cause demonstration of a material failure to perform or comply with the Agreement or cure the same after notice; and (3) a 75% majority vote of the members of the Foundation board.

b. Unless canceled pursuant to the provision stated above, at the sole discretion of the County this Agreement may be renewed for two subsequent terms of five years each, for a total term not to exceed fifteen (15) years, upon written request of the Foundation to the Department of Park and Recreation filed with the Estate Manager more than 60 days prior to the expiration of the term. In such event, the Foundation shall be entitled to renew this contract subject only to such reasonable modifications to its terms and conditions that the Department finds necessary due to material changes in circumstances.

c. The Foundation shall abide by the Florida Sunshine and Public Records Law, if applicable.

9. General Provisions. During the term of this Agreement, the following general provisions shall apply:

a. Neither the County nor the Foundation may transfer in any fashion all or any part of its respective interests in the Agreement to a third party;

b. The County and the Foundation shall obey all laws, statutes, ordinances, codes, rules and regulations of all governmental entities with appropriate authority and jurisdiction;

c. Any and all contributions to be made by the Foundation to Deering Estate, whether of cash, goods or services, shall be made subject to the terms and conditions of this Agreement.

i. Donation initiated by the Foundation: Any non-monetary donation or other contribution proposed to be made by the Foundation to the Deering Estate, which is not specifically requested by the Countyshall be governed by this subsection. In the event that the Foundation wishes to make any contribution to the County for the benefit of Deering Estate, it shall deliver to the County a completed Notice of Proposed Contribution. The Notice of Proposed Contribution shall be in a form acceptable to the Foundation and the County and shall contain, at a minimum, the following information as applicable:

- amount of the proposed contribution;
- dates of disbursement of the proposed contribution;

- description of intended facility, program or use to be funded, including, as appropriate, a description of how it:

  1. complies with the overall plan of Deering Estate as set forth in the Deering Estate Master Plan and the Deering Estate Management Plan;
  2. enhances or preserves Deering Estate's archaeological, natural, cultural or recreational resources;
  3. improves access;

- pro forma of the operational costs of the proposed program or use and what percentage would be funded from the donation;

- any special conditions or restrictions attached to the donation;

- dates of acceptance by the County of the proposed donation. The Notice of Proposed Contribution shall be executed by the Foundation and shall be delivered to the Estate Manager to be forwarded with recommendation to the Parks.

ii. Donations Requested by the County: Whenever the County requests a contribution or other disbursement from the Foundation, the County will be responsible for completing and delivering to the Foundation the Notice of Proposed Contribution, containing the information set forth above, as applicable.

iii. Exemptions: No Notice of Proposed Contribution will be required in connection with the following donations or contributions:

- When the donation involves a capital improvement for which there is an executed Capital Development Agreement pursuant to Section 5 above which sets forth substantially the matters required by this Section to be contained in a Notice of Proposed Contribution; or

- When in the reasonable discretion of the Estate Manager and the Foundation Director, the donation to the County is less than $100 and does not involve additional commitments of funds or staff, other operating or program expenses, and does not involve the transfer or assumption of rights or liability.

iv. The Parks Director shall be entitled to accept on behalf of the County, any proposed donation that does not exceed $1000 in value. Any Notice of Proposed Contribution, which exceeds the stated amount, shall require the approval of the County Manager. Any Notice of Proposed Contribution relating to projects, which require the commitment of County funds for construction or operation, shall require the approval of the Board of County Commissioners. The Foundation shall not solicit any funds, goods or services on behalf of Deering

Estate or the County, or otherwise represent that funds, goods or services are intended for the use of Deering Estate or the County, unless included in the Annual Work Plan or until such time as it has received a Notice of Proposed Contribution which is fully completed and authorized, as required by this section.

d. No indulgence, consent to, or waiver of any breach of any provision of this Agreement by either party shall be construed as a consent to or waiver of any other breach of the same or any other provision of this Agreement unless specifically acknowledged in writing by both parties

e. At all times, the Estate Manager, the Director of Park and Recreation and the County Manager or their designees shall be ex-officio members of the Foundation's Board.

f. The Foundation shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by that the Foundation or its employees, agents, servants, partners principals or subcontractors. The Foundation shall pay all claims and losses in connection therewith and shall investigate and defend any claims, suits or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon the Foundation expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Foundation shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The County does hereby agree to indemnify and hold harmless The Foundation to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000 form any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Foundation from any liability or claim arising out of the negligent performance or failure of performance of (the entity) or any unrelated third party.

g. The occurrence of any nonperformance of an action contrary to the terms of this Agreement shall constitute a default of this Agreement.

h. Upon notice of default by either party, the party receiving such notice shall immediately cured, or, if such default cannot be immediately cured, commence to cure the default, if such default exists. Failure to cure a default within 30 days or to reach a

mutually agreeable schedule in which to cure, shall be adequate grounds for termination of this Agreement.

i. Correspondence and notices shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable over-night mail service, or (iii) sent by confirmed telephone facsimile transmission provided that an original copy of the transmission shall be mailed by first-class U.S. Mail to the following parties at their respective addresses. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice.

For the Foundation: Executive Director
Deering Estate Foundation

With copy to: President
Deering Estate Foundation
Miami, FL

For the County: Estate Manager
Deering Estate at Cutler
16701 SW 72nd Avenue
Miami, FL 33157

With copy to: Director
Miami-Dade Park and Recreation Department
275 N.W. 2nd Street
Miami, FL 33128

or to such other addresses as may be designated in writing. Courtesy copies of notices shall be sent to additional parties as may be requested in writing by the Foundation or the County.

j. Where any approval is required, such approval shall not be unreasonably withheld or unduly delayed;

k. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida;

l. This Agreement constitutes the entire Agreement between the Foundation and the County and may not be changed or amended except in writing and duly approved and signed by the parties.

m. Autonomy. All parties agree that this Agreement recognizes the autonomy of the contracting parties. Specifically, it is expressly understood that and intended that the Foundation is not an agency of instrumentality of the Deering Estate or the County. In addition, the Foundation's agents or employees are not agents or employees of the County.

IN WITNESS WHEREOF, the parties have executed this Permit effective as of the date first herein above set forth.

The Deering Estate Foundation, Inc.

By: Barbara K. Nosland

Name: Barbara K. Nosland

Title: Executive Director

Date: 17 February 2005

Attest: Lynn Brunch
Corporate Secretary

Miami-Dade County

By: _____

Name: _____
George M. Burgess, County Manager
Miami Dade County

Date: 6/1/05

Approved by County Attorney as to
Legal sufficiency DDC

Exhibit J

THE DEERING ESTATE FOUNDATION INC.
PARTNERS IN PRESERVATION, EDUCATION & RECREATION
16701 SW 72 Avenue, Palmetto Bay (Miami), Florida 33157

join in our efforts

preserving the legacy

Officers
David A. Marley, Jr. - President
Buff March-Bye -Vice President
Liede De Valdivielso - Secretary
Vicki Simmons-Hinz - Treasurer
Eric Haas - Immed. Past President

Directors
Henry Aguilera
Heather Bell
Mark Boulris
Walter Flores
Lynn French
James W. Harris
Col. Brodes Hartley, Jr.
Leonor M. Lagomasino
Marco A. Lopez
David M. McDonald
Susan Mac Arthur
Rebecca Matkov
Paul Neidhart
Betty Noe
Brandi Scott
Christine Stiphany
Jo Ann Szaro
Howard Tendrich
Jocelyn Tennille
William Thiele
Dr. James A. Thomas
Daniel Yglesias

Trustees
Rick Cohen
Peter England
Ronald Esserman
Sallye Jude
Donald E. Kubit
Philip Ludovici
David Peyton
Edward Rosasco
Audrey Ross
Scott Silver
David M. Turner
Karleton B. Wulf
Mary Young

By Virtue of Office
William N. Irvine
Jack Kardys
Commissioner Lynda Bell
Lisa Martinez

Staff
Executive Director
Mary Pettit
Development Director
Laura M. Lagomasino
Membership Coordinator
Michelle Streit
Executive Assistant
Gregory Jones

March 12, 2014

Mr. William N. Irvine, Director
The Deering Estate at Cutler
16701 SW 72 Avenue
Miami, FL 33157

Re: Extension of Operating Agreement

Dear Mr. Irvine,

As follow-up to our discussion and our first extension dated March 19, 2010 to June 1, 2015 applicable to the Deering Estate Foundation Operating Agreement; please accept this letter as our written request to execute the second of the specified two subsequent 5 year terms following its original effective date extending the agreement as is to June 1, 2020.

Executing this second extension has become critical to meeting eligibility requirements applicable to our grant applications.

Please acknowledge your acceptance of this extension by signing with me below.

Thanking you in advance for your continued support.

Mary Pettit - Executive Director
The Deering Estate Foundation, Inc.

William N. Irvine, Director - MDPROS
The Deering Estate at Cutler

(Please retain the signed original and provide me with copy to maintain on file with the Foundation.)

Exhibit K

Conservation Easement running with the land owned by the Deering Estate Foundation, Inc. in favor of Miami-Dade County concerning Land located in the area of 7350 SW 162 St as designated on attached description and survey.

Whereas, in connection with the transfer of the subject property ("Property") referenced herein, the transferor desires to have the new owner, the Deering Estate Foundation, Inc., as grantor under this Conservation Easement ("Grantor" or "owner"), maintain a perpetual conservation easement in favor of Miami-Dade County ("Grantee" or "Easement Holder"), pursuant to Section 704.06, Florida Statutes over portions of the Property so that it is preserved and maintained as provided for herein.

Now therefore, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to Section 704.06, Florida Statutes, Grantor hereby grants and conveys to, and creates and establishes in favor of Grantee, a perpetual conservation easement (the "Conservation Easement") over the portions of the Property legally described as set forth in exhibit A, attached hereto and incorporated herein by reference, and located in the area of 7350 S.W. 162nd St., Palmetto Bay, FL, and furthermore identified for ad valorem tax purposes as a portion of tax folio number 33 – 5026 – 000 – 0230, which shall run with the land and shall be binding upon Grantor, it's successors and assigns, and shall remain in full force and effect forever. The scope, nature, terms and conditions of this Conservation Easement shall be as follows:

1. This Conservation Easement is hereby created as a permanent Conservation Easement and covenant running with the land for the benefit of the parties as set forth herein. It expressly does not cover any portions of the land owned by the Deering Estate Foundation, Inc. not expressly included under the specific legal description attached as a part of Exhibit A as being within the land subject to the Conservation Easement.

2. The undersigned owner covenants with the Easement Holder that the Property shall be maintained in its natural state as set forth under the conditions and exceptions set forth herein. Further, during the term of the existing Covenant dated 9-27-2010 existing with Miami Dade County for the Environmentally Endangered Lands program, the undersigned owner shall also comply with the terms of that agreement. Due to the permanent nature of the Conservation Easement created by this agreement, owner shall utilize best practices in maintaining the restricted areas

in their natural state, including control of exotic species. Grantee, its employees, agents, contractors and invitees shall have the right to enter upon the Property at reasonable times and following reasonable notice to the owner or current occupant of the Property in order to monitor compliance with and otherwise secure compliance with and enforce the terms of this Conservation Easement as set forth herein. Except to the extent otherwise permitted by this Conservation Easement the following activities are prohibited in or on the Property:

a. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
c. Removal or destruction of trees, shrubs or other vegetation except for normal maintenance.
d. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.
e. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
g. Acts or uses detrimental to such retention of land or water areas.
h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of the historical, architectural or archaeological components of the Property.

3. Notwithstanding the above restrictions the owner may make minor developments as may be appropriate, including, but not limited to, for the purpose of installing walkways or pathways along the Property. Allowable components shall include: ancillary improvements supporting the maintenance, security and primary conservation, interpretation, study, presentation and educational programming use of the property, that includes but is not limited to nature trails, gazebo/picnic areas, interpretive signage, restroom facility, perimeter feature upgrade, entrance from alternate areas, perimeter signage; and laboratory, testing and field station facilities designed to feature the review, examination and presentation of the natural areas and historic features.

4. The undersigned owner further covenants and represents that the undersigned owner is the owner in fee or will be at the time of delivery and recordation of this agreement. It is acknowledged that this agreement may be executed prior to the closing on the Property taking place wherein title is being transferred to the undersigned owner, but that this document shall be recorded immediately upon recordation of the deed in favor of the undersigned owner.

5. The undersigned owner covenants and agrees that Easement Holder, as authorized agents, shall have the right upon written notification to the owner or current occupant of the Property, to inspect the Property at reasonable times to determine

whether the Property is being used and maintained in the manner promised by the undersigned owner in this covenant. This right to inspect shall be granted with a special condition that the representatives of the Easement Holder, shall also require the concurrence a majority of this designated representative of the Easement Holder as well as the Director of Miami Dade County Parks, Recreation & Open Spaces (or its successor agency) or their appointee and the Miami Dade County Director of the Deering Estate at Cutler or their appointee to take any specific action to enforce compliance with this Conservation Easement Covenant.

6. Should the Easement Holder, by its designees determine after such inspection that some curative action on the Property is necessary, as set forth in the enforcement mechanism below, the Easement Holder shall notify the owner in writing by certified mail, return receipt requested to 16701 SW 72 Ave Palmetto Bay, Fl. 33157, as well as by email to pettitmary@bellsouth.net (or to alternate street addresses and email addresses as designated by owner in the future) of the particular curative action to be taken by the owner of the Property and the reasons therefore.

7. The owner shall take such curative action within a reasonable time (within 30 days, unless the required curative action is of such a nature that it cannot reasonably be corrected in that time period, in which case there shall be no default as long as the owner continues to use best efforts to correct the matter designated as requiring curative action), provided however, the owner shall have the right to require mediation as a condition precedent to any such requirement or any enforcement action by sending a written request to the party giving owner notice of the requested curative action, within 30 days after receipt of written notification of such proposed curative action, and the reasons therefore. If requested as set forth above, mediation shall take place and proceed to resolution or impasse. If the parties cannot agree upon a mediator, the mediator may be selected by the Easement Holder. The parties shall share equally in the cost of the mediator.

8. The undersigned owner covenants and agrees that this covenant and provisions contained herein may be enforced by preliminary and permanent, prohibitory and mandatory injunctions or by any other remedies available under Florida law. This Conservation Easement creates rights enforceable only by Grantee, its successors and assigns, as set forth herein. Any costs, including but not limited to reasonable attorneys fees and court costs which are incurred in enforcing the terms and restrictions of this Conservation Easement shall be borne by and recoverable against the nonprevailing party. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the Property to the condition existing at the time of violation of this Conservation Easement. Any forbearance on behalf of Grantee to exercise its rights hereunder or to enforce the terms hereof in the event of any violation by Grantor shall not be deemed or construed as a waiver of Grantee's rights hereunder. There shall be no reversionary interest nor any right by the Easement Holder to receive title.

9. Grantee shall not be liable to Grantor or to any other party for the use, preservation and maintenance of the Property in the condition provided, or for the enforcement of this Conservation Easement. Grantor and successor owners of the Property shall remain responsible for and, to the extent assessable or applicable given the Grantor's not for profit status, shall pay all real property taxes and assessments levied against the Property.

10. This Conservation Easement shall be liberally construed in favor of Grantee to effect the purpose of this Conservation Easement and the purposes of Section 704.06 Florida Statutes. If any provision of the Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby so long as the purposes of this Conservation Easement are preserved.

11. This Conservation Easement shall run with the land and shall bind all Grantor's successors in title to the Property. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or governmental entity qualified to hold conservation easements under Florida law.

12. This Conservation Easement shall be perpetual in duration. Grantee may re-record this Conservation Easement and/or file a notice pursuant to Section 712 Florida Statutes, at any time Grantee deems it desirable or necessary to preserve its rights hereunder.

(signature on following page)

In witness whereof the undersigned have caused this Conservation Easement Covenant to be executed this 14 day of July, 2015,

Witnesses:

Print: Brittnee Bassant

Print: Min Li

Owner:

Deering Estate Foundation, Inc.
By: David A. Marley, Jr.
President

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this July 24, 2015 (date) by David A. Marley, Jr. (name of officer or agent, title of officer or agent) of Deering Estate Foundation, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation _____, on behalf of the corporation _____. He/she is personally known to me or has produced _____ (type of identification) as identification.

Karen A. Solms
Signature of person taking acknowledgment)

KAREN A. SOLMS
MY COMMISSION # FF057909
EXPIRES: September 26, 2017

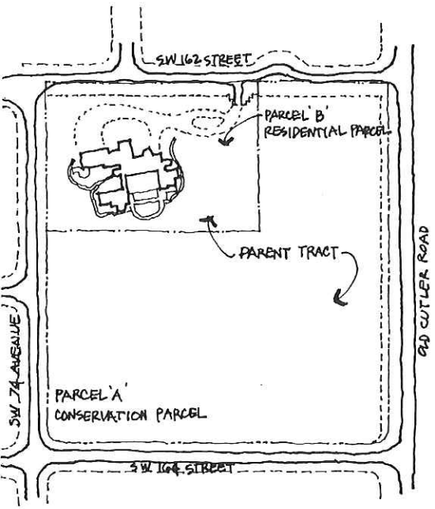
Karen A. Solms
(Name typed, printed or stamped)

FF057909
(Title or rank) (Serial number, if any)

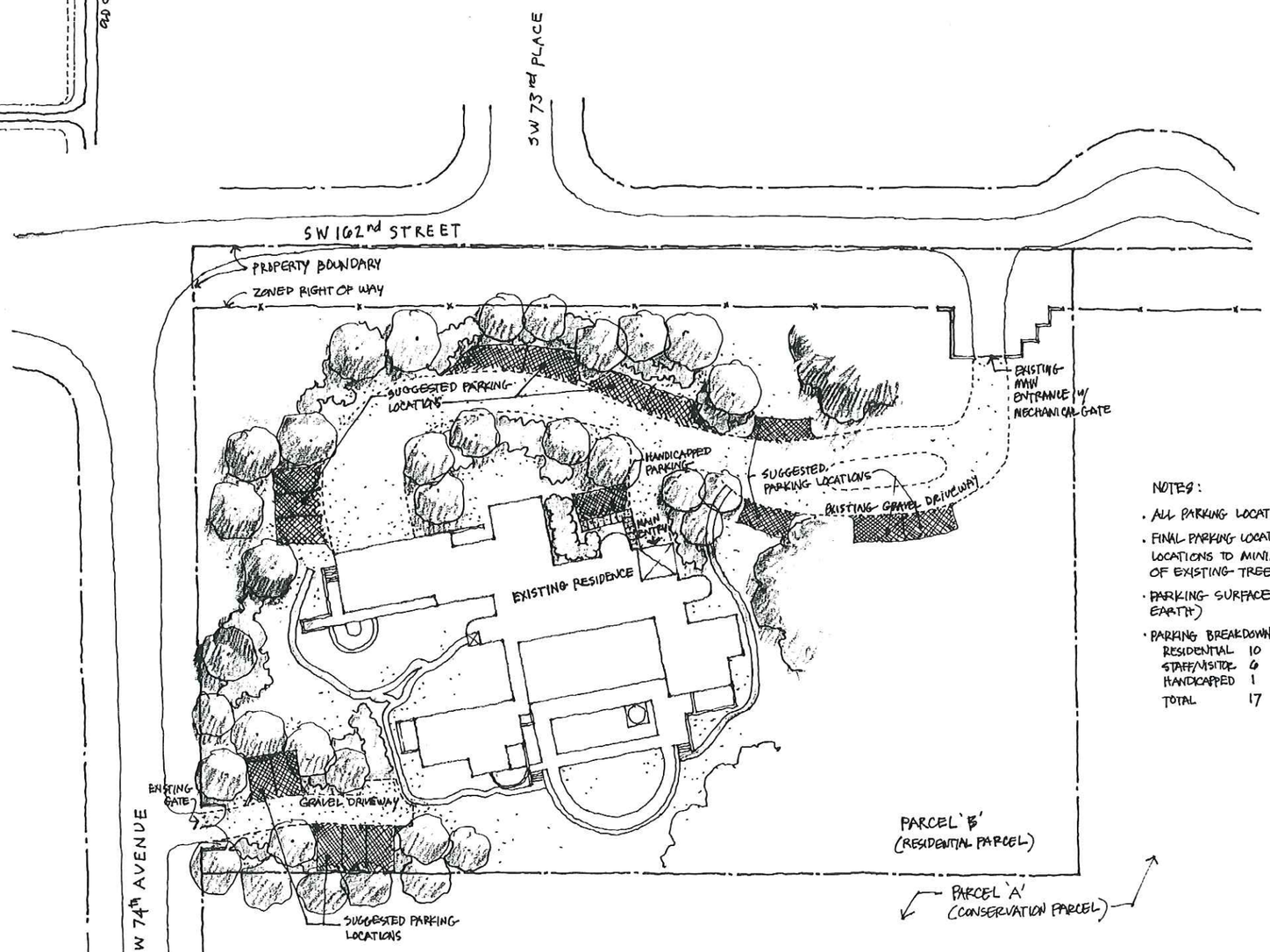
PLANS

THE DEERING ESTATE FOUNDATION

VPB-15-016



LOCATION MAP
NOT TO SCALE
NORTH



NOTES:

- ALL PARKING LOCATIONS ARE CONCEPTUAL
- FINAL PARKING LOCATIONS WILL BE BASED ON ACTUAL TREE LOCATIONS TO MINIMIZE ANY REMOVAL OR RELOCATION OF EXISTING TREES
- PARKING SURFACE TO BE PERVIOUS (GRAVEL OR STABILIZED EARTH)
- PARKING BREAKDOWN

RESIDENTIAL	10
STAFF/VISITOR	6
HANDICAPPED	1
TOTAL	17

CONCEPTUAL SITE PLAN
PARCEL 'B'/RESIDENTIAL PARCEL

DEERING ESTATE FOUNDATION, INC

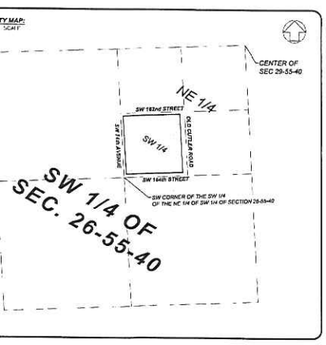
7350 SW 162ND STREET
PALMETTO BAY, FLORIDA

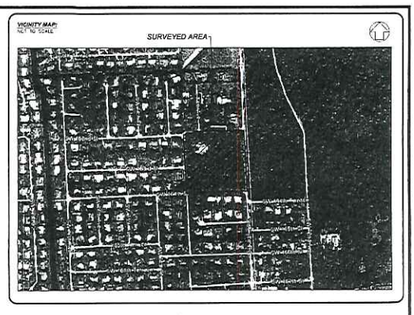
CONCEPTUAL SITE PLAN
PARCEL 'B'/ RESIDENTIAL PARCEL

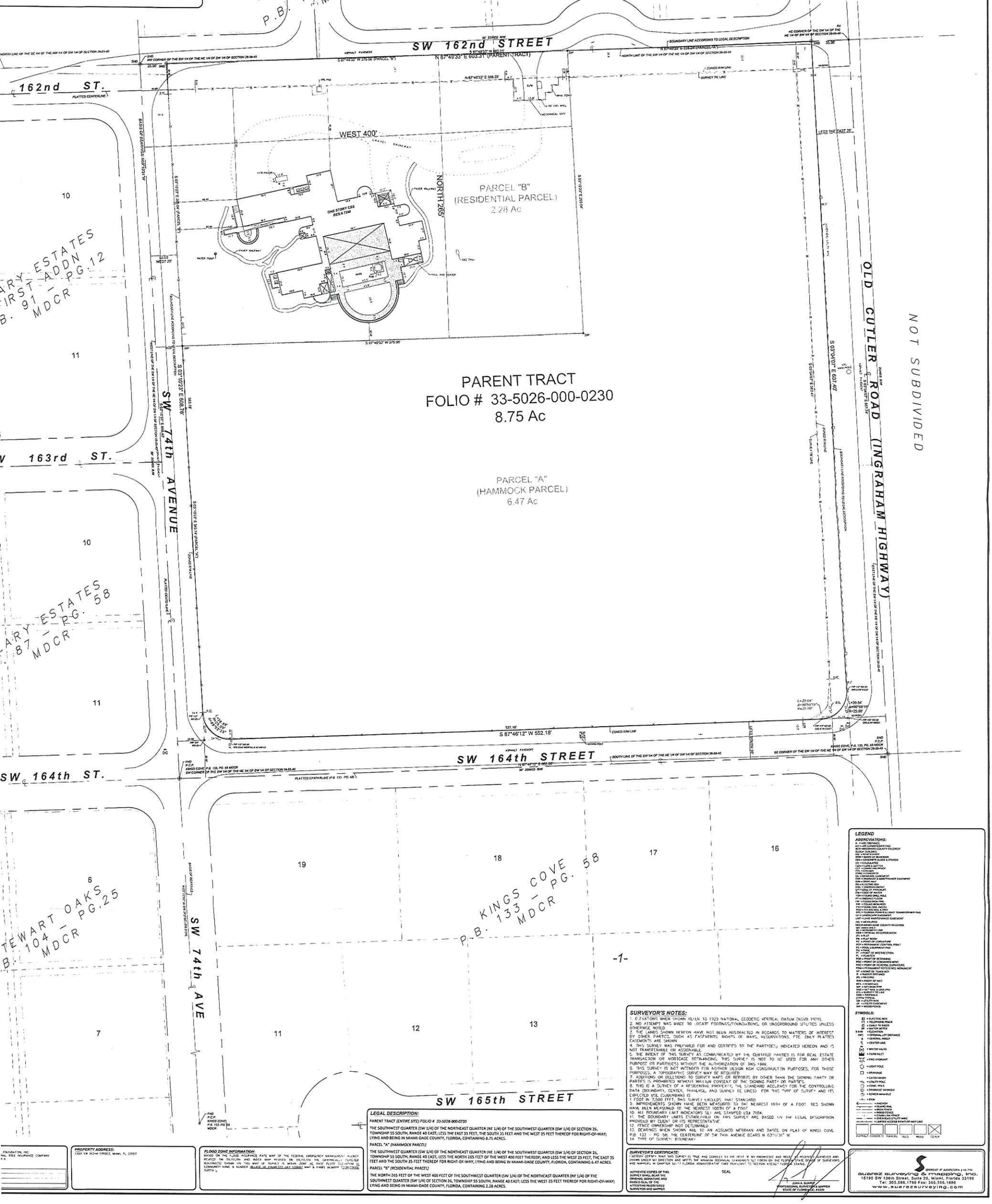
PREPARED BY:

THE CORRADINO GROUP
Engineers • Planners • Program Managers • Environmental Scientists
4055 NW 97 AVENUE SUITE 200
MIAMI, FLORIDA 33178

F BOUNDARY SURVEY







LEGAL DESCRIPTION:

PARENT TRACT *(ENTIRE SITE) FOLIO #* 33-5026-000-0230

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST; LESS THE EAST 33 FEET, THE SOUTH 35 FEET AND THE WEST 25 FEET THEREOF FOR RIGHT-OF-WAY; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 8.75 ACRES.

PARCEL "A" *(HAMMOCK PARCEL)*

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LESS THE NORTH 265 FEET OF THE WEST 400 FEET THEREOF; AND LESS THE WEST 25 FEET, THE EAST 35 FEET AND THE SOUTH 35 FEET THEREOF FOR RIGHT-OF-WAY, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 6.47 ACRES.

PARCEL "B" *(RESIDENTIAL PARCEL)*

THE NORTH 265 FEET OF THE WEST 400 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST; LESS THE WEST 25 FEET THEREOF FOR RIGHT-OF-WAY; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 2.28 ACRES.

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT HAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS: EASEMENTS, RIGHTS OF WAYS, RESTRICTIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5. THE INTENT OF THIS SURVEY AS COMMUNICATED BY THE CERTIFIED PARTIES IS FOR REAL ESTATE TRANSACTION OR MORTGAGE REFINANCING. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE OR PURPOSE(S) WITHOUT THE AUTHORIZATION OF SMS INC.
6. THIS SURVEY IS NOT INTENDED FOR NEITHER DESIGN NOR CONSTRUCTION PURPOSES, FOR THOSE PURPOSES, A TOPOGRAPHIC SURVEY MAY BE REQUIRED.
7. 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.
8. THIS IS A SURVEY OF A RESIDENTIAL PROPERTY. THE STANDARD ACCURACY FOR THE CONTROLLING DATA (BOUNDARY, CENTER, TRIANGLE, AND SURVEY TIE LINES) FOR THIS TYPE OF SURVEY AND ITS CORRESPONDING FCA (CLASSIFICATION) IS:
9. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A RELATIVE POSITIONAL PRECISION OF 0.07 FEET.
10. ALL IMPROVEMENTS SHOWN HAVE BEEN MEASURED TO THE NEAREST 10TH OF A FOOT. TIES SHOWN HAVE BEEN MEASURED TO THE NEAREST 100TH OF A FOOT.
11. ALL BOUNDARY LINE INDICATORS SET ARE STAMPED LB# 7104.
12. THE BOUNDARY LINES ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY CLIENT OR ITS REPRESENTATIVE.
13. FENCE OWNERSHIP NOT DETERMINED.
14. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT OF KINGS COVE P.B. 133 - PG. 58, THE CENTERLINE OF SW 74th AVENUE BEARS N 03°10'35" W.
15. TYPE OF SURVEY: BOUNDARY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND SHOWN UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

AUTHORIZED CERTIFICATE OF SURVEY
ORIGINAL SIGNATURE AND RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER

SEAL

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LS 4326

LEGEND

ABBREVIATIONS:

A - ARC DISTANCE
BCR - BROWARD COUNTY RECORDS
BLDG - BUILDING
BOW - BASIS OF BEARINGS
CBS - CONCRETE BLOCK & STUCCO
CO - CLEANOUT
CB - CURB & GUTTER
CL - CENTERLINE
CTR - CENTER
CH - CHORD
CH. - CHORD DISTANCE
CH. BRG. - CHORD BEARING
CMP - CORRUGATED METAL PIPE
CONC - CONCRETE
CPP - CONCRETE POWER POLE
D - DELTA (CENTRAL ANGLE)
DE - DRAINAGE EASEMENT
DIA - DIAMETER
DMCR - DADE COUNTY RECORDS
E - EAST
EL - ELEVATION
FD - FOUND
FDOT - FLORIDA DEPT. OF TRANSPORTATION
FF - FINISH FLOOR
FFE - FINISH FLOOR ELEVATION
FH - FIRE HYDRANT
FIR - FOUND IRON ROD
FNP - FOUND NAIL & PLATE
FND - FOUND
FOD - FOUND DRILL HOLE
FOP - FOUND PIPE
GV - GAS VALVE
GW - GAS METER
HCR - HOLLYWOOD COUNTY RECORDS
IP - IRON PIPE
IR - IRON ROD
LB - LICENSED BUSINESS
LE - LANDSCAPE EASEMENT
LME - LAKE MAINTENANCE EASEMENT
LP - LIGHT POLE
MDCR - MIAMI-DADE COUNTY RECORDS
MH - MANHOLE
OR - OFFICIAL RECORDS BOOK
PB - PLAT BOOK
PC - POINT OF CURVATURE
PCP - PERMANENT CONTROL POINT
PL - PROPERTY LINE
PLS - PROFESSIONAL LAND SURVEYOR
PT - POINT OF INTERSECTION
PUE - PUBLIC UTILITY EASEMENT
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PRM - PERMANENT REFERENCE MONUMENT
PRM-PCP - PERMANENT REFERENCE MONUMENT AND PERMANENT CONTROL POINT
R - RADIUS
RB - RECORD
RBW - RIGHT OF WAY
RCP - REINFORCED CONCRETE PIPE
SIR - SET IRON ROD
SNP - SET NAIL & PLATE
SPP - SET PARKER KALON PLUG
STL - SURVEY TIE LINE
TBM - TEMPORARY BENCH MARK
UTILITY POLE
VB - UTILITY BOX
WM - WATER METER
WV - WATER VALVE

SYMBOLS:

- EXISTING BOX
- TELEPHONE PEDEST
- CABLE TV PEDEST
- ELECTRIC METER
- ELEVATION
- OFFSET DISTANCE
- CENTRAL ANGLE
- CENTERLINE
- WATER VALVE
- FLOW INLET
- FIRE HYDRANT
- LIGHT POLE
- DRAINAGE
- CATCH BASIN
- UTILITY POLE
- STONE PIPE
- CONCRETE MONOLITH
- BENCH MARK(S)
- SIGN
- DRAINAGE
- SEARCHING
- MEASURED
- PROPORTIONED
- CONVEX LINE STYLE
- CONCAVE LINE STYLE
- CONVEX LINE STYLE OF MAP LINE

SURVEYS CORNERS / PARCELS / TILES / MAGNI / CURVE

MEMBER OF AMERICAN LAND TITLE ASSOCIATION

SUAREZ SURVEYING & MAPPING, INC.
15150 SW 136th Street, Suite 20, Miami, Florida 33196
Tel: 305.596.1799 Fax: 305.559.1886
www.suarezsurveying.com

FOUNDATION, INC
NAL TITLE INSURANCE COMPANY
P.A.

PROPERTY ADDRESS:
1000 SW 162nd STREET, Miami, FL 33157

FLOOD ZONE INFORMATION:
BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY REVISED ON 09/11/09 AND MADE MAP REVISED ON 09/11/09 THE GRAPHICALLY PLOTTED BUILDING(S) SHOWN ON THIS MAP IS WITHIN ZONE AE, BASE FLOOD ELEVATION 10. COMMUNITY NAME & NUMBER MIAMI-DADE (UNINCORPORATED) MAP # PANEL NUMBER 12086C0255L SUFFIX L