

RESOLUTION NO. R-2012-4

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A SOVEREIGNTY SUBMERGED LANDS WAIVED FEE LEASE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE CITY'S USE OF PREMISES AT THE NORTH BAYSHORE WILLIAM LEHMAN PARK; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida desire to enter into a Lease Agreement ("Agreement") for the use of certain premises located at North Bayshore Drive and NE 123rd Street, North Miami, FL consistent with the City's use of the submerged land adjacent to North Bayshore William Lehman Park; and

WHEREAS, under the terms of the Agreement, the State of Florida will grant the City, as lessee, use of the premises to operate the existing fishing pier and observation walkway located on submerged land adjacent to the park; and

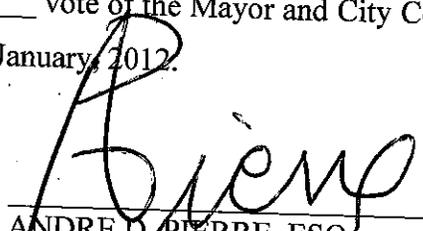
WHEREAS, the Mayor and City Council feel it is in the best interest of the City and its residents to enter into a Sovereignty Submerged Lands Fee Waived Lease Agreement for this purpose.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to enter into a Sovereignty Submerged Lands Fee Waived Lease Agreement, in substantially the attached form, between the City of North Miami and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for City's use of premises located at North Bayshore William Lehman Park.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 10 day of January, 2012.



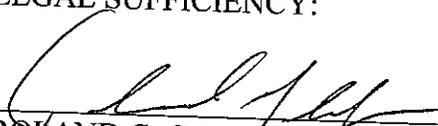
ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ROLAND C. GALDOS
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Marcellus

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	<u>X</u>	(Yes)	_____	(No)
Vice Mayor Marie Erlande Steril	<u>X</u>	(Yes)	_____	(No)
Councilperson Michael R. Blynn, Esq.	<u>X</u>	(Yes)	_____	(No)
Councilperson Scott Galvin	<u>X</u>	(Yes)	_____	(No)
Councilperson Jean R. Marcellus	<u>X</u>	(Yes)	_____	(No)

This Instrument Prepared By:
Jorge Alonso
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 13000155T
PA NO. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of North Miami, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 28, Township 32 South, Range 42 East, in Biscayne Bay, Miami-Dade County, containing 1,980 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 27, 2001.

TO HAVE THE USE OF the hereinabove described premises from July 9, 2011, the effective date of this lease renewal, through July 9, 2016, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an existing public fishing pier and observation walkway exclusively to be used for passive recreational activity in conjunction with an upland public park, without fueling facilities, without a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 27 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

[02]

3. **EXAMINATION OF LESSEE'S RECORDS:** The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

4. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

5. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

6. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

7. **ASSIGNMENT OF LEASE:** This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

8. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

9. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of North Miami
776 NE 125 Street
North Miami, Florida 33161

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

10. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

11. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

12. **MAINTENANCE OF FACILITY/RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

13. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

14. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

16. **RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

17. **REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 9 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

18. **REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:** Subject to the noticing provisions of Paragraph 17 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

19. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY:

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of
the State of Florida

STATE OF FLORIDA
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

City of North Miami, Florida

(SEAL)

BY:

Original Signature of Executing Authority

Typed/Printed Name of Executing Authority

City Manager

Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____ as City Manager, for and on behalf of City of North Miami, Florida. He is personally known to me or who
has produced _____ as identification.

My Commission Expires:

Notary Signature

Notary Public, State of _____

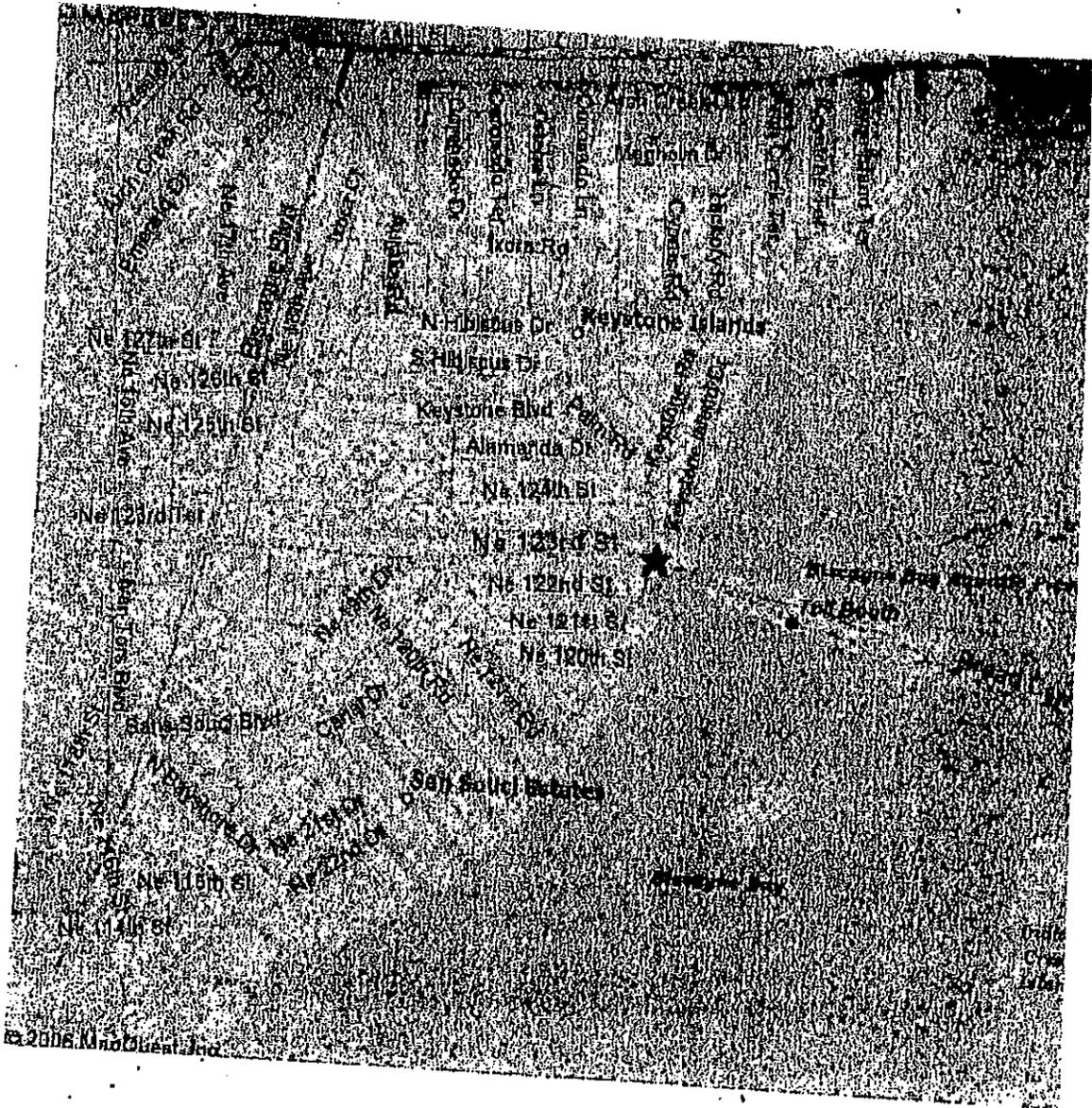
Commission/Serial No.

Printed, Typed or Stamped Name

Page 5 of 10 Pages

Sovereignty Submerged Land Lease No. 13000155T

North Bayshore Drive
& NE 123 Street
North Miami, Florida 33181



ATTACHMENT A
PAGE 6 OF 10 PAGES
SSLL NO. 13000155T

LEASE AREA DESCRIPTION

A parcel of submerged land located in Section 28, Township 52 South, Range 42 East, Miami-Dade County, Biscayne Bay, containing 1,980 square feet, as described on the attached sketch labeled as Exhibit A and dated February 27, 2001, located immediately waterward of that upland property with the following legal description:

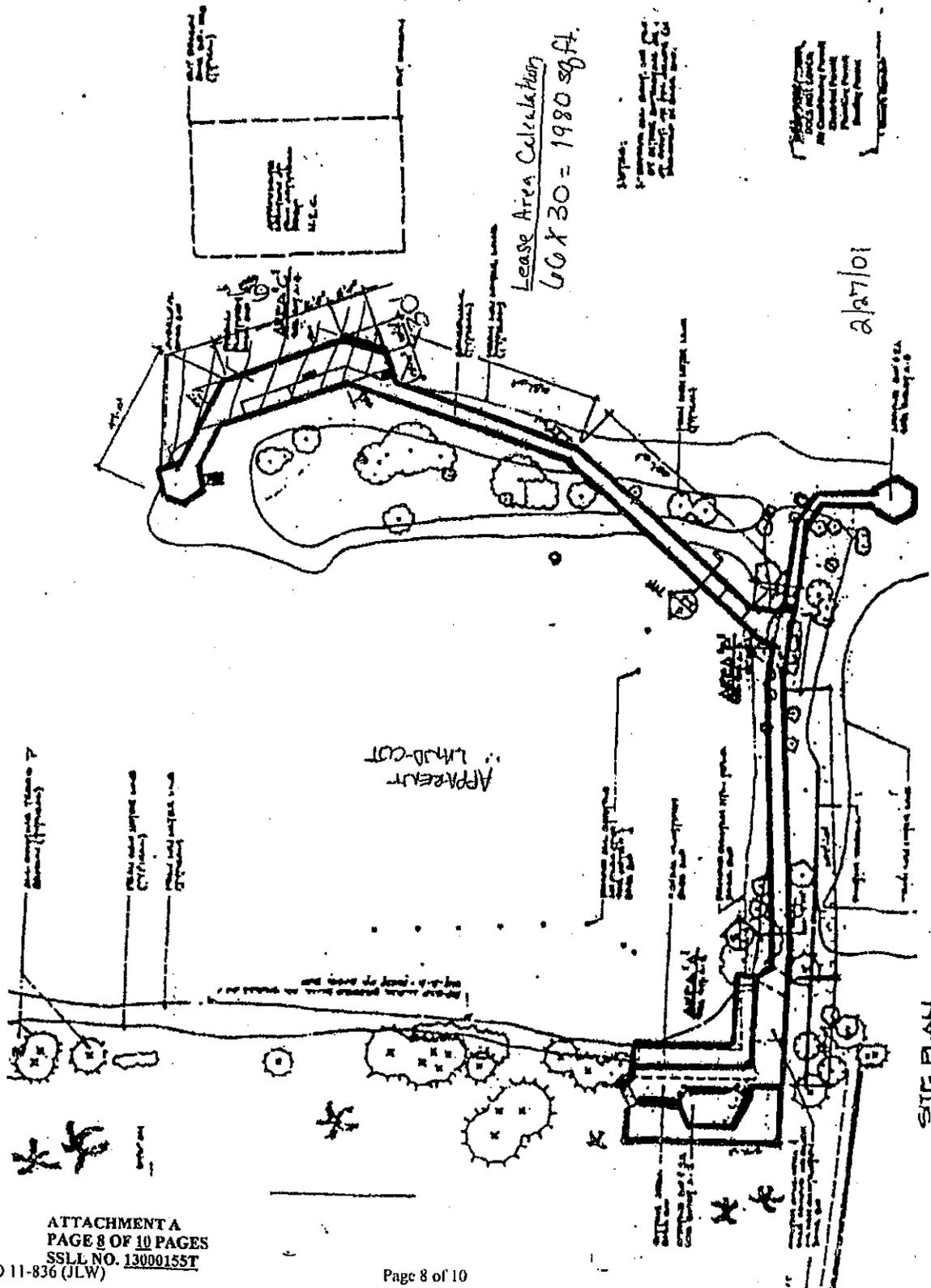
NORTH BAYSHORE PARK
LEGAL DESCRIPTION

Lots 220 through 223, inclusive, of Block 14 of SANS SOUQT ESTATES as recorded in Flat Book 50 at Page 86 of the Public Records of Dade County, Florida and including a 20-foot alley lying between and being adjacent to Lots 220 and 221 of said Block 14, said alley was vacated by the City of North Miami, July 1958, Res. No. 574, ALSO including a parcel of submerged land lying in Section 28, Township 52 South, Range 42 East, Biscayne Bay, Dade County, Florida, which lies adjacent to and Eastarly of the aforementioned lots 220 through 223 of Block 14, all of the above described land being more particularly described as follows:

Begin at the Northeast corner of Lot 223 of Block 14 of SANS SOUQT ESTATES according to the Flat thereof recorded in Flat Book 50 at Page 86 of the Public Records of Dade County, Florida; Thence run South 72°-59'-10" East 174.91 feet along the Eastwardly extension of the Northerly boundary of said Block 14 to a point on the Dade County bulkhead line on the West side of Biscayne Bay, as established September 2, 1958, by Res. No. 2025 adopted by the Board of County Commissioners of Dade County, Florida, in accordance with the provisions of Chapter 57-362 Laws of Florida; Thence run South 24°-05'-44" West for 357.37 feet along said bulkhead line; Thence run North 64°-40'-48" West for 169.97 feet to the Southeasterly corner of said Lot 220; Thence continue North 64°-40'-48" West for 150 feet along the Southerly line of said Lot 220 to a point on a circular curve whose radius bears North 64°-40'48" West for a distance of 4885.30 feet; Thence run Northerly along the arc of said curve, being the Easterly right of way line of North Bay Shore Drive having for its elements a central angle of 3°-22'-21" and a radius of 4885.30 feet for 287.56 feet to a point of reverse curvature of a circular curve to the right; Thence run Northerly and Easterly along the arc of said curve, having for its elements a central angle of 85°-03'-59" and a radius of 25.00 feet, for a distance of 37.12 feet to the point of tangency; Thence run South 72°-59'10" East for 127.50 feet to the Point of Beginning. Containing 2.450 acres; more or less.

ATTACHMENT I

ATTACHMENT A
PAGE 7 OF 10 PAGES
SSLL NO. 13000155T



ATTACHMENT E-7
ATTORNEY'S CERTIFICATION OF TITLE

Office of the City Attorney
776 N.E. 125th Street
North Miami, FL 33161

March 8, 1999

TO WHOM IT MAY CONCERN:

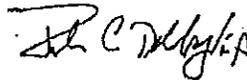
I am the City Attorney for the City of North Miami, Florida. The City's records have been researched, and no deed has been located regarding the property described in Attachment I. Upon review of the City's records, I have been advised that the property described in Attachment I was acquired on October 31, 1977 by condemnation proceedings.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the City of North Miami.

This property is what is now called "North Bayshore William Lehman Park."

I am of the opinion that the City of North Miami owns this property for public recreational purposes based upon the documents that I have been provided.

Very truly yours,



John C. Dellagloria
City Attorney

LEGAL DESCRIPTION

Lots 220 through 223, inclusive, of Block 14 of SANS SOUCI ESTATES as recorded in Plat Book 50 at Page 86 of the Public Records of Dade County, Florida and including a 20-foot alley lying between and being adjacent to Lots 220 and 221 of said Block 14, said alley was vacated by the City of North Miami, July 1958, Res. No. 574, ALSO including a parcel of submerged land lying in Section 28, Township 52 South, Range 42 East, Biscayne Bay, Dade County, Florida, which lies adjacent to and Easterly of the aforementioned lots 220 through 223 of Block 14, all of the above described land being more particularly described as follows:

Begin at the Northeast corner of Lot 223 of Block 14 of SANS SOUCI ESTATES according to the Plat thereof recorded in Plat Book 50 at Page 86 of the Public Records of Dade County, Florida; Thence run South $72^{\circ}-59'-10''$ East 174.91 feet along the Eastwardly extension of the Northerly boundary of said Block 14 to a point on the Dade County bulkhead line on the West side of Biscayne Bay, as established September 2, 1958, by Res. No. 2025 adopted by the Board of County Commissioners of Dade County, Florida, in accordance with the provisions of Chapter 57-362 Laws of Florida; Thence run South $24^{\circ}-03'-44''$ West for 357.37 feet along said bulkhead line; Thence run North $64^{\circ}-40'-48''$ West for 169.97 feet to the Southeastly corner of said Lot 220; Thence continue North $64^{\circ}-40'-48''$ West for 150 feet along the Southerly line of said Lot 220 to a point on a circular curve whose radius bears North $64^{\circ}-40'-48''$ West for a distance of 4885.30 feet; Thence run Northerly along the arc of said curve, being the Easterly right of way line of North Bay Shore Drive, having for its elements a central angle of $3^{\circ}-22'-21''$ and a radius of 4885.30 feet for 287.56 feet to a point of reverse curvature of a circular curve to the right; Thence run Northerly and Easterly along the arc of said curve, having for its elements a central angle of $85^{\circ}-03'-59''$ and a radius of 25.00 feet, for a distance of 37.12 feet to the point of tangency; Thence run South $72^{\circ}-59'-10''$ East for 127.50 feet to the Point of Beginning. Containing 2.450 acres, more or less.

ATTACHMENT I

ATTACHMENT B
PAGE 10 OF 10 PAGES
SSLL NO. 13000155T