

**APPENDIX L**

**Draft Financial Assurance Documents – On-site**

Wells Fargo Bank, N.A.  
U. S. TRADE SERVICES – Standby Letters of Credit  
MAC D4004-017  
401 Linden Street, 1<sup>st</sup> Floor  
Winston-Salem, NC 27101  
Phone: 1(800) 776-3862 Option 2  
E-Mail: trade.ccstandbys@wachovia.com

IRREVOCABLE STANDBY LETTER OF CREDIT  
NUMBER \_\_\_\_\_  
Issue Date: \_\_\_\_\_

BENEFICIARY:  
*Beneficiary Name*  
*Address*  
*City, State Zip*  
Attention: \_\_\_\_\_

APPLICANT:  
*Applicant Name*  
*Address*  
*City, State Zip*

LETTER OF CREDIT ISSUE AMOUNT \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

Ladies and Gentlemen:

At the request and for the account of the above referenced applicant, we hereby issue our Irrevocable Standby Letter of Credit (the "Wells Credit") in your favor in the amount of **[Insert Amount in Words] [US\$ Insert Amount in Numbers]** available with us at our above office by payment against presentation of the following documents:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. \_\_\_\_\_."
2. The original of this Standby Letter of Credit and any amendments thereto.
3. Beneficiary's signed and dated statement worded as follows (with the instructions in brackets therein complied with):

"The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank Letter of Credit No. \_\_\_\_\_, hereby certifies that the amount of the draft accompanying this statement represents the amount due to beneficiary pursuant to, and in connection with, **[Insert wording that must be in the drawing statement.]**"

In the event of partial drawings where multiple drawings are not prohibited, Wells Fargo Bank, N.A. shall endorse the original of this Letter of Credit and return it to the beneficiary.

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions as that of the beneficiary's without any further validation.

We hereby engage with you that each draft drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored if presented together with the documents specified in this Letter of Credit at our office located at 401 Linden Street, 1<sup>st</sup> Floor MAC D4004-017, Winston-Salem, NC 27101, Attention: U.S. Trade Services, Standby Letters of Credit on or before the above stated expiry date, or any extended expiry date if applicable.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking. This undertaking is independent of and shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or agreement referenced herein other than the stipulated ICC rules and governing laws.

Except as otherwise expressly stated herein, this Standby Letter of Credit is subject to *(select one and delete other)* **\*\*The International Standby Practice 1998, International Chamber of Commerce Publication No. 590.** or **\*\*The Uniform Customs and Practice For Documentary Credits, (2007 Revision) The International Chamber of Commerce Publication No. 600.**

Very truly yours  
**WELLS FARGO BANK, N.A.**

BY: \_\_\_\_\_

(AUTHORIZED SIGNATURE)

The original of this Letter of Credit contains an embossed seal over the Authorized Signature.

Please direct any written correspondence or inquires regarding this Letter of Credit, always quoting our reference number to Wells Fargo Bank, N.A., Attn: U.S. Trade Services, Standby Letters of Credit, 401 Linden Street, MAC D4004-017, Winston-Salem, NC 27101 (Hours of operation: 8:00am EST to 5:30pm EST)

All phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals at 1-800-776-3862, Option 2.

DRAFT

**APPENDIX M**

**First Amendment to the Reciprocal Easement and Operating  
Agreement – On-site**

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

KAREN D. GELLER, GENERAL COUNSEL  
RAM REALTY SERVICES LLC  
4801 PGA BOULEVARD  
PALM BEACH GARDENS, FL 33418  
(561) 630 6110

**FIRST AMENDMENT TO  
RECIPROCAL EASEMENT AND OPERATING AGREEMENT  
[HCP / ITP PERMIT]**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT ("First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among CORAL REEF RETAIL LLC, a Delaware limited liability company ("Retail"); CORAL REEF RESI PH 1 LLC, a Delaware limited liability company ("Resi") (Retail and Resi are hereinafter collectively referred to as the "Developer")<sup>1</sup>; and UNIVERSITY OF MIAMI, a Florida not-for-profit corporation ("UM").

RECITALS

A. RETAIL, RESI and UM entered into that certain Reciprocal Easement and Operating Agreement dated July 3, 2014 and recorded July 7, 2014 in Official Records Book 29218, Page 2636, of the public records of Miami-Dade County, Florida (hereinafter "Original REA").

B. In accordance with certain requirements to develop the Overall Parcel, the Developer and UM wish to amend the Original REA in accordance with the terms and conditions contained herein including, but not limited to, addressing the requirements of the FWS Permit (as hereinafter defined) and providing for the creation of a corporation not-for-profit under the laws of the State of Florida (the "Association") to act as "Operator" under the Original REA to maintain and administer those portions of the Overall Parcel pursuant to this First Amendment and the terms and conditions of the Original REA.

NOW THEREFORE, the Developer and UM hereby agree and declare that the Original REA is hereby amended with this First Amendment and the Overall

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<sup>1</sup> Ramdev LLC was not added as a party hereto since it is currently the contract purchaser and upon closing will assign out its interest in the contract and will not own any lands contemplated to be encumbered by this First Amendment.

Parcel shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, maintained and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes contained herein and in the Original REA, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability, and are in furtherance of a general plan for the protection, maintenance and improvement of the Overall Parcel, and all portions thereof now or hereafter made subject hereto.

## ARTICLE I DEFINITIONS

The following terms shall have the following meanings whenever used in this First Amendment. Any and all capitalized terms used herein but not defined shall have the meaning ascribed to them in the Original REA.

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a copy of which, marked Exhibit "A" is attached hereto and hereby incorporated herein, as may be amended from time to time.

Section 2. "Assessment(s)" shall mean and refer to the costs pursuant to Article III hereof to be detailed in the Budget.

Section 3. "Association" shall mean and refer to CORAL REEF COMMONS MASTER PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, organized under Chapter 617, Florida Statutes (2016), and its successors and assigns.

Section 4. "Board" or "Board of Directors" shall mean the Association's Board of Directors.

Section 5. "By-Laws" shall mean the By-Laws of the Association which have been adopted by the Board of Directors of the Association and which are set forth as Exhibit "B" attached hereto, as may be amended from time to time.

Section 6. "Class A Voting Member(s)" shall mean all Voting Members appointed in accordance with the provisions of Section 2(D) of Article II.

Section 7. "Class B Voting Member(s)" shall mean the Developer, and any successor Developer, and UM in accordance with the provisions of Section 2(D) of Article II.

Section 8. "Founding Documents" shall mean and refer to the Articles, the By-Laws, and any written consents and/or resolutions, as may be amended from time to time.

Section 9. "FWS Permit" shall mean and refer to that certain the final Habitat Conservation Plan ("HCP") and Incidental Take Permit issued by the U.S. Fish and Wildlife Service (the "FWS") in connection with the development of the Properties, a copy of which is attached hereto as Exhibit "C" and is incorporated by reference.

Section 10. "Maintenance Costs" shall mean the Ingress/Egress Maintenance Costs, the Drainage System Maintenance Costs, the Preserve Area Maintenance Costs and the Administration Fee, costs of management and administration of the Association, including, but not limited to compensation paid by the Association to the Management Company, accountants, attorneys and other employees; costs of all utilities, landscaping and other services to the Common Areas, including upkeep and maintenance of bridges, private roads and easement areas, costs of fire, casualty, liability, fidelity, Worker's Compensation, and other insurance covering or connected with the Preserve Areas or the Association; the costs of restoration, maintenance, preservation, monitoring, and management of the Preserve Areas consistent with the FWS Permit requirements; the costs of maintaining financial assurance for the Preserve Areas consistent with the FWS Permit requirements; costs of bonding the members of the Board and the Management Company; taxes paid by the Association, including real property taxes for the Preserve Areas, if any; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Preserve Areas, and Stepping Stones, and any and all other costs and expenses to be incurred by Operator and/or Association hereunder, subject to the exclusions contained in Section 10(d) of the Original REA. This definition shall supersede the definition of "Maintenance Costs" in the Original REA.

Section 11. "Management Company" shall mean the person, firm or corporation employed by the Association hereunder, if any, as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association. The Association, Developer and UM hereby appoint Ram Realty Services LLC, a Florida limited liability company, as the Management Company.

Section 12. "Member" shall have the meaning set forth in Section 2.A. of Article II hereof.

Section 13. "NFC Permit" shall mean and refer to any and all Natural Forest Community ("NFC") permits issued by Miami-Dade County in connection with the development of the Properties.

Section 14. "Owner" shall mean the person or entity that owns a Parcel, including any Subsequent Owner (as defined in the Original REA).

Section 15. "Preserve Area" shall mean that portion of the Overall Parcel and any offsite mitigation areas that may be designated as an NFC, a hammock, the

Stepping Stones, or any other preservation or mitigation areas benefiting the Overall Parcel, which may be protected under a conservation mechanism, including, but not necessarily limited to, the NFC Permit, the FWS Permit, conservation easements, and as further described in Exhibit "D" attached hereto. This definition shall supersede the definition of "Preserve Area" in the Original REA.

Section 16. "Preserve Area Maintenance Costs" shall mean those costs attributable to maintaining the Preserve Area, whether publicly dedicated or private. This definition shall supersede the definition of "Preserve Area Maintenance Costs" in the Original REA.

Section 17. "Property" or "Properties" shall mean and refer to all real property (including easements leading to the Property) which is subjected to this REA, including, but not necessarily limited to, the Overall Parcel.

Section 18. "REA" shall mean and refer to the covenants, conditions, and restrictions and all other provisions set forth in this First Amendment and the Original REA, as they may from time to time be amended, modified or supplemented.

Section 19. "Special Taxing District(s)" shall mean those certain special taxing districts that may be created pursuant to an ordinance to be adopted by Miami-Dade County known as the "Coral Reef Commons Multi-Purpose Special Taxing District(s)", which districts may encumber the Overall Parcel. This definition shall supersede the definition of "Special Taxing District" in the Original REA.

Section 20. "Stepping Stones" shall mean areas within a Parcel as identified in the FWS Permit that shall be planted and maintained in accordance with the FWS Permit. Stepping Stones shall not be disturbed by UM, the Developer or any Subsequent Owner.

Section 21. "UM Access Easement" as defined in Section 4(b) of the Original REA is hereby supplemented to include any and all required ingress, egress and access to and within the Preserve Areas to perform the required Preserve Area Maintenance.

## ARTICLE II

### CORAL REEF COMMONS MASTER PROPERTY OWNERS' ASSOCIATION, INC.

#### Section 1. Organization.

A. The Association. The Association is a nonprofit corporation organized and existing under the laws of the State of Florida and charged with the duties and vested with the powers prescribed by any Governmental Requirements and set forth in the Founding Documents, as they may be amended from time to time.

B. Powers. The Association shall have such powers as are set forth in the Articles, as are granted pursuant to the applicable Governmental Requirements, and as are necessary to perform the obligations and duties assigned to the Operator (as defined in the Original REA) and as further set out in this First Amendment, including, but not limited to the power to enforce the FWS Permit, NFC Permit and to levy, collect and enforce the Assessments (including the right to file liens to enforce the Assessment payments), to buy, lease and convey real property, to enter into contracts, to adopt rules and regulations for the use of the Property, to penalize delinquent Members, to sue, be sued, and to pursue legal or equitable actions, to accumulate reserves, and to obtain and maintain such policies of insurance as required by this REA and such other insurance policies as the Board deems necessary and desirable for protection of the Association and its Members and the Preserve Areas. The Association may maintain working capital and contingency funds, shall pay taxes and other obligations of the Association, and may segregate funds to maintain reserves, trust or escrow accounts for the Members and to accumulate and reserve funds for anticipated improvements as well as repairs, maintenance and replacement to the Preserve Areas. The Association may, in its sole discretion, provide patrol services or limited access standards for the Property. The Association shall exist in perpetuity.

Section 2. Membership and Voting.

A. Membership. Every Owner, but excluding persons or entities holding an interest in a Parcel merely as security for performance for an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel. The Association shall not be a Member.

B. Parcel Voting Members. Each Owner shall appoint an Approving Party (as defined in the Original REA) as the voting member for each Parcel ("Voting Member") and each Voting Member so appointed shall serve until his or her successor has been duly appointed and has taken office. A Voting Member may be removed at any time by the Owner who appointed him or her.

C. Members Rights and Duties. Members shall have the rights and duties given to them in the REA, the Articles, the By-Laws, and in the rules and regulations of the Association.

D. Classes of Association Voting Membership. Voting Membership of the Association shall be divided into two (2) classes as follows:

1. Class A. Class A Voting Members shall be all Voting Members appointed by Subsequent Owners. The number of Class A Votes shall be equal to the number of acres within each Parcel rounded up to the nearest whole number. Accordingly, if a Subsequent Owner owns 13.2 gross acres in its Parcel then the

Subsequent Owner shall have fourteen (14) votes; if a Subsequent Owner owns 1.9 acres in its Parcel, it shall be entitled to two (2) votes.

2. Class B. The Class B Voting Members shall be the Developer, any successor Developer, and UM, provided, however, that any assignment of the Developer's rights or responsibilities as a Class B Voting Member must be in writing and expressly provide for the assignment of Class B Voting Member status. The Class B Voting Member shall be entitled to one (1) vote, plus two (2) votes for each vote which each Class A Voting Member is entitled to cast. The Class B membership shall terminate as to each Developer and to UM, at such time as the Developer, or any successor Developer, or UM no longer have an ownership interest, possessory interest, leasehold rights or lien rights in or to any portion of the Property, or twenty (20) years from the date of recording this instrument, whichever first occurs.

3. Board of Directors of the Association. The Board shall consist of three (3) persons. The initial Board shall be as noted in the Articles. The successor of each will be appointed or elected in the manner set forth in the Articles. The Developer shall have the absolute, continuing right at all times, until it is no longer the Class B Voting Member, to appoint or elect a majority of the members of the Board.

### ARTICLE III ASSESSMENTS

Section 1. Determining Amount of Assessment. The Association shall be responsible for the Operator's responsibilities under the Original REA, which shall include, but not necessarily be limited to, preparation of an annual Budget in accordance with Section 10(d)(iii) of the Original REA. The total Assessments for each year shall be as set forth in the Budget. Subject to the conditions contained in the REA, the Board shall levy annual Assessments in accordance with the REA based upon the amount of the Budget. The annual Assessments shall be paid in accordance with the terms and conditions contained in Section 10(d)(iii) of the Original REA, or in such other manner as the Board may, from time to time, determine. The assessments shall be computed based on the Pro Rata Share as defined in the Original REA.

Section 2. Non-Payment of Assessments. The Association shall have any and all rights and remedies afforded the Operator under Section 12 of the Original REA for imposition of liens and enforcement and collection thereof.

### ARTICLE IV Special Taxing District(s)

Section 1. Section 10(f) "Special Taxing District" of the Original REA is hereby deleted in its entirety and replaced with the following:

Section 10(f) Special Taxing Districts. If created, the Special Taxing Districts shall assess owners of Parcels as follows: (i) for maintenance of common areas and private roads within Tracts “M”, “N” and “O” as designated on the Plat; (ii) for street lighting and landscaping maintenance for that portion of SW 127<sup>th</sup> Avenue located within the Overall Parcel; and (iii) for preservation and maintenance of the Preserve Areas. Any such costs assessed by a Special Taxing District shall not be included in the Maintenance Costs but shall be included in each Party’s Parcel’s real estate tax bill. In the event any portion of the costs for the three (3) Special Taxing Districts, including, but not limited to, the Access Easement Areas, is not included in assessments by the Special Taxing District or a Special Taxing District is dormant and not assessing owners of Parcels, all such actual, verifiable, out-of-pocket costs incurred by the Association for said areas shall be included in the Maintenance Costs. In the event that the Developer has failed to close on the purchase of the Phase II Parcel or the Phase III Parcel (as defined and legally described in the P&S Agreement), then RETAIL, RESI or their successors in interest shall, until the Additional Parcel Recalculation Date, at their sole cost, indemnify and hold harmless and upon receipt of a paid invoice for same, reimburse, UM for any and all costs assessed by the Special Taxing District against the Additional Parcels. In the event that RETAIL, RESI or their successors in interest, fails to reimburse UM for such amounts within thirty (30) days of receipt of a paid invoice, then UM shall have the right to file a lien against the Phase I Parcel to secure payment of such amounts. From and after the Additional Parcel Recalculation Date, RETAIL and RESI’s indemnity obligations to UM hereunder shall cease and be deemed null and void and of no further force and effect.

ARTICLE V  
FWS Approval Required

Section 1. **FWS Approval Required**. The Association shall not be dissolved unless FWS provides written approval prior to dissolution. The REA shall not be modified in a manner that affects implementation of the FWS Permit without prior written approval by FWS.

ARTICLE VI  
Conflict

Section 1. **Conflict**. In case of conflict between the provisions of this First Amendment and the provisions of any of the other Founding Documents, including the Original REA, the provisions of this REA shall control.

[NO FURTHER TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Developer has executed this First Amendment as of the date first above written.

Witnesses:

CORAL REEF RESI PH I LLC,  
a Delaware limited liability company

By: Coral Reef Commons Ram LLC, a  
Delaware limited liability company,  
as Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

STATE OF FLORIDA )

)

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_the day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Coral Reef Commons Ram LLC, a Delaware limited liability company, as Manager of Coral Reef Resi Ph I LLC, a Delaware limited liability company, on behalf of the company. He/She is \_\_\_ personally known to me or \_\_\_ has produced a Florida driver's license as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public-State of Florida

[NOTARY SEAL]

Witnesses:

CORAL REEF RETAIL LLC,  
a Delaware limited liability company

By: Coral Reef Commons Ram LLC, a  
Delaware limited liability company,  
as Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

STATE OF FLORIDA            )  
                                          )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_the day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Coral Reef Commons Ram LLC, a Delaware limited liability company, as Manager of Coral Reef Retail LLC, a Delaware limited liability company, on behalf of the company. He/She is \_\_\_ personally known to me or \_\_\_ has produced a Florida driver's license as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public-State of Florida

[NOTARY SEAL]

IN WITNESS WHEREOF, UM has executed this First Amendment as of the date first above written.

UNIVERSITY OF MIAMI,  
a not-for-profit Florida corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

(Corporate Seal)

STATE OF FLORIDA            )  
                                          )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **UNIVERSITY OF MIAMI**, a Florida not-for-profit corporation, on behalf of said corporation. He/She is \_\_\_\_ personally known to me or \_\_\_\_ has produced a driver's license as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public-State of Florida

[NOTARY SEAL]

Exhibit "A"

Articles of Incorporation of Association

DRAFT

Exhibit “B”

By-Laws of Association

DRAFT

Exhibit "C"

FWS Permit

DRAFT

Exhibit "D"

Legal Description of Preserve Area

DRAFT

**APPENDIX N**

**Draft Conservation Encumbrance – On-site CRC**

Prepared by, record and return to:

Gunster, Yoakley & Stewart, P.A.  
Attn: Luna E. Phillips, Esquire  
450 E. Las Olas Boulevard, Suite 1400  
Fort Lauderdale, Florida 33301

## **CORAL REEF COMMONS CONSERVATION EASEMENT**

This Deed of Conservation Easement is given this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by [owners] having an address at [address] (“Grantor”), to [Miami-Dade County] (“Grantee”) with third party enforcement rights to the United States Fish and Wildlife Service (“Service”), regarding the “Conservation Easement Property” (as hereinafter defined). As used herein, the term “Grantee” shall include any successors or assignees of the Grantee, and the term “Grantor” shall include all subsequent owners of the Conservation Easement Property and assignees of the Grantor.

### **WITNESSETH**

**WHEREAS**, Grantor solely owns in fee simple certain real property in [ ] County, Florida, more particularly described in that certain Sketch of Description attached hereto as Exhibit “A” and incorporated by this reference is expressly made a part hereof (“Conservation Easement Property”); and

**WHEREAS**, the United States Fish and Wildlife Service (“Service”), an agency within the United States Department of Interior, has jurisdiction over the conservation, protection, restoration, enhancement, and management of fish, wildlife, native plants, and habitat pursuant to various federal laws, including the Endangered Species Act, 16 U.S.C. Section 1531, et seq. (“ESA”), the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f) et seq., and other provisions of Federal law; and

**WHEREAS**, the Service maintains that the Conservation Easement Property possesses or is capable of possessing ecological and habitat values as defined in the Service’s Habitat Conservation Plan (insert permit NO.) that benefit endangered, threatened, or other species (collectively “Conservation Values”) of great importance to the Grantor and the people of the State of Florida and the United States, including the [list of species] (collectively, the “Covered Species”); and

**WHEREAS**, Grantor has received Federal Fish and Wildlife Threatened Species Permit Number [permit number] from the United States Fish and Wildlife Service (“Permit”) authorizing permanent alteration of \_\_\_ acres of [describe habitat] habitat, and in consideration of the consents granted by the Permit, the Grantor has agreed to establish a Conservation Easement over the Conservation Easement Property, and to implement specific land management practices that must be undertaken to minimize and mitigate adverse impacts to the Covered Species and their habitat. These specific land management practices are described in the Permit and its associated Habitat Conservation Plan, both of which are incorporated onto this Conservation Easement by reference; and

**WHEREAS**, the Grantor, in consideration of the terms of the Conservation Easement, agrees to grant and secure to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Conservation Easement Property.

WHEREAS, the Grantee is accepting this Conservation Easement to assist in the preservation of the Conservation Easement Property, but is not the entity issuing or enforcing the Permit. The Service is the entity issuing the Permit and with the authority to enforce same as described herein.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Conservation Easement Property which shall run with the land and be binding upon the Grantor and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made part of this Conservation Easement.
2. **Purpose.** The purpose of this Conservation Easement is to ensure that the Conservation Easement Property shall be protected forever and used as a conservation area, consistent with the Permit and Habitat Conservation Plan. The Parties intend that this Conservation Easement will confine the use of the Conservation Easement Property to such uses as are consistent with the purpose of this Conservation Easement, the Permit and the Habitat Conservation Plan. It is the intent of this Conservation Easement to assure that the Conservation Easement Property will be retained and maintained in the natural vegetative and hydrologic condition suitable for the purpose of providing optimal habitat for the Covered Species living in the area and using the Conservation Easement Property.
3. **The Service's Rights.** To carry out the purpose of this Conservation Easement, the Grantor conveys the following rights to the Service:
  - a. The Service may enter upon the Conservation Easement Property at any time after giving twenty-four (24) hours prior notice to the Grantor or their successors in order to monitor Grantor's compliance with this Conservation Easement, the Permit, and the Habitat Conservation Plan, monitor and survey the Conservation Easement Property for Covered Species habitat and otherwise enforce the terms of this Conservation Easement the Permit, and the Habitat Conservation Plan;
  - b. The Service may enjoin any activity on or use of the Conservation Easement Property that is inconsistent with this Conservation Easement, the Permit, and the Habitat Conservation Plan, to require restoration of such areas or features of the Conservation Easement Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement and to preserve the Conservation Values of the Conservation Easement Property; and

- c. The Service may preserve, protect and sustain the biological resources and Conservation Values of the Conservation Easement Property unless specifically excluded from this Conservation Easement; and
  - d. The Service may enforce the terms, provisions and restrictions of this Conservation Easement.
4. **Prohibited Use.** Unless expressly authorized by the Service, and in accordance with the Permit and Habitat Conservation Plan, or as reserved in paragraph 5 of this Conservation Easement, or as deemed necessary to successfully achieve the desired goals of the Permit and Habitat Conservation Plan, the following activities are prohibited on the Conservation Easement Property:
- a. Construction, reconstruction or placement of any road, sign, billboard or other advertising, utilities or any other building or structure on or above the ground;
  - b. Dumping or placing of soil or other substance or material as landfill, or dumping of trash, waste, biosolids or unsightly or offensive materials (excluding trash can on trash pickup days);
  - c. Removal or destruction of trees, shrubs, or vegetation, with exception of the removal of nuisance and exotic plant species, to facilitate restoration and management of habitat, or for fire management, as permitted in the Permit;
  - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
  - e. Mineral exploration, excavation, draining or dredging;
  - f. Surface use except for purposes that permit the land or water areas to remain in their existing natural conditions;
  - g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
  - h. Acts or uses detrimental to such aforementioned retention of land or water areas in their existing natural condition;
  - i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties on the Conservation Easement Property having historical, architectural, archaeological, or cultural significance;
  - j. Alteration of the general topography of the Conservation Easement Property;
  - k. Planting, introduction or dispersal of exotic plant or animal species;
  - l. Commercial or industrial uses;

- m. Acts that create adverse impacts to federally-listed or candidate species or their critical habitat except as provided by law;
  - n. Operation of motorized vehicles except those motorized vehicles and other off-road vehicles may be operated as required for the restoration, maintenance, and monitoring activities required by the Permit; and
  - o. Acts or uses detrimental to the preservation of any features or aspects of the Conservation Easement Property having historical, archaeological or cultural significance; and
  - p. Manipulation, impoundment or alteration of any natural watercourse, body of water or water circulation on the Conservation Easement Property.
5. **Grantor's Reserved Rights.** Grantor reserves unto itself, its successors and assigns, and all successor owners of the Conservation Easement Property or any portion thereof:
- a. All rights accruing from its ownership of the Conservation Easement Property, including the right to engage in or to permit or invite others to engage in all uses of the Conservation Easement Property that are neither expressly prohibited herein, inconsistent with the purpose of this Conservation Easement nor likely to negatively impact the quality of the Conservation Easement Property as Covered Species habitat;
  - b. The right to conduct activities on the Conservation Easement Property, including, but not limited to, restoration, maintenance and monitoring activities, as set forth in the Permit and Habitat Conservation Plan;
  - c. The right to maintain permitted drainage on the Conservation Easement Property in accordance with the Conservation Easement.
6. **Grantee and the Service's Duties.** Neither Grantee nor the Service shall unreasonably interfere with Grantor or its invitees, guests, and agents' use and quiet enjoyment of the Conservation Easement Property. Grantee and Service agree that neither Grantor nor any affiliate, subsidiary or other related party of Grantor shall be liable for or obligated for any liability, penalty, cost, loss, damage, expense, cause of action, claim, demand, or judgment arising from or in any way connected with Grantee's or Service's conduct and/or negligence on or about the Conservation Easement Property pursuant to this paragraph.
7. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass upon the Conservation Easement Property by persons whose activities may degrade or harm the Conservation Values of the Conservation Easement Property. The Grantor also shall be responsible for control of public access to the Conservation Easement Property. Grantor shall be responsible for the funding of the payment of all costs and expenses relating to ongoing management and maintenance of the Conservation Easement Property from the [insert financial assurance mechanism], which has been established by Grantor, see more specifically paragraph 21, below.

The Grantor will provide maintenance of the Conservation Easement Property into perpetuity as described in the [name of HCP] (HCP). Said maintenance involves on-site enhancement and conservation of \_\_\_\_ acres, and must meet the success criteria outlined in the aforementioned HCP.

8. **No Dedication.** No right of access, ingress, or egress by the general public to any portion of the Conservation Easement Property is conveyed by this Conservation Easement.
9. **Obligations of Ownership.** Grantor retains all responsibilities and all obligations related to the ownership, operation, upkeep, and maintenance of the Conservation Easement Property. Grantor shall keep the Conservation Easement Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Easement Property by competent authority, and shall furnish Grantee and the Service with satisfactory evidence of payment upon written request. Grantor remains solely responsible for obtaining any applicable permits and approvals required for any activity or use permitted on the Conservation Easement Property by this Conservation Easement, and any such activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.
10. **Enforcement.** Grantee and/or the Service have the right to enforce the terms, provisions and restrictions of this Conservation Easement. Any forbearance on behalf of Grantee or the Service to exercise its right of enforcement hereunder shall not be deemed or construed to be a waiver of either of their rights hereunder. All of the remedies provided herein shall be deemed to be independent and cumulative and shall be deemed to be supplemental to any remedies provided by law or ordinance.
11. **Remedies for Violation and Corrective Action.** If Grantee, Grantor or the Service determines there is a violation of the terms of this Conservation Easement or that a violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to the putative violator as well as to the Service. In any such instance, measures to cure the violation shall be reviewed and approved by the Service. If a violation is not cured within thirty (30) days after receipt of written notice and demand, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or to continue diligently to complete the cure, Grantee, Grantor or the Service may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Conservation Easement, to recover any damages to which Grantee, Grantor or the Service may be entitled for violation of the terms of this Conservation Easement or for any damage to the Conservation Values of the Conservation Easement Property or for other equitable relief, including, but not limited to, the restoration of the Conservation Easement Property to the condition in which it existed prior to the violation or damage. Without limiting the violator's liability, any damages recovered may be applied to the cost of undertaking any corrective action on the Conservation Easement Property.

12. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee or the Service to bring any action against Grantor for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.
13. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employers, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Conservation Easement Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (b) Grantor's obligations specified in this Conservation Easement; and (c) the obligations, covenants, representations, and warranties of this Conservation Easement relating to Paragraph 9 of this Conservation Easement. Grantor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Grantor expressly understands and agrees that any insurance protection required by this Conservation Easement or otherwise provided by Grantor shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.
14. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes and for the purpose set forth in Paragraph 2 of this Conservation Easement. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state and federal laws and committed to hold this Conservation Easement exclusively for the purposes set forth herein. Grantee may not assign this Conservation Easement without written consent of Grantor and the Service.
15. **Subsequent Property Transfer.** Grantor agrees to either refer to this Conservation Easement or, alternatively, incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Conservation Easement Property, including, without limitation, a leasehold interest. Grantor further agrees to give Grantee and the Service written notice of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee or the Service shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement or whenever a subsequent Conservation Easement Property transfer will result in a merger of the

Conservation Easement and the Conservation Easement Property in a single Property owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect and sustain the Conservation Easement Property in perpetuity has been established. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

16. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby as long as the purpose of the Conservation Easement is preserved.
17. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of [ ] County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
18. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the Parties hereto or their heirs, assigns or successors-in-interest and with written approval of the Service. Any such modification shall be consistent with the purposes of this Conservation Easement and shall not affect the perpetual duration of this Conservation Easement. The Grantee shall promptly record any written modification in the public records of Miami-Dade County, Florida and thereafter promptly provide a confirmed copy of the recorded modification to the Grantor and to the Service.
19. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and delivered personally or sent by facsimile or by a recognized overnight delivery service. Notice by either of the previous methods shall be deemed given upon delivery. Notice also may be sent by United States mail, certified, return receipt requested and postage prepaid. Such notice shall be deemed given five (5) days after deposit in the United States mail. Notice shall be addressed as follows or to such other address as either Party or the Service may from time to time specify in writing:

To Grantor:  
To Grantee:  
To the Service:

20. **Subordination of Liens.** Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Conservation Easement Property in fee simple; that the Conservation Easement Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; that all mortgages and liens on the Conservation Easement Property, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that Grantor hereby fully warrants and defends the title to

the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

21. **Funding.** Funding for the ongoing management and maintenance of the Conservation Easement Property pursuant to this Conservation Easement shall come from [describe funding], and by any other means specified in the Conservation Easement.
22. **No Merger or Release.** This Conservation Easement provides specific and substantial rights to the Service as provided herein and in accordance with other agreements between the Grantor and the Service. These rights, among other things, prohibit the release or assignment of the rights, obligations and encumbrances established by this Conservation Easement in any fashion, except upon written approval of the Service. It is the intent of the Grantor, the Grantee and the Service that this Conservation Easement shall be a covenant running with title to the Conservation Easement Property and that this Conservation Easement shall be binding upon subsequent owners of the Conservation Easement Property. The Parties covenant and agree that this Conservation Easement may not be assigned, terminated or released in any manner or fashion without the consent and written agreement of the Service. In the event that the Grantor or any subsequent owner of the Conservation Easement Property shall convey fee title to the Conservation Easement Property to the Grantee or to any successor of the Grantee, the Parties expressly covenant and agree that this Conservation Easement shall not be terminated or extinguished by operation of law pursuant to the doctrine of merger or any similar or dissimilar doctrine or rule of law.
23. **Management.** Grantor hereby covenants that the management of the Conservation Easement Property shall be undertaken either by Grantor directly or by another party as provided in the Conservation Easement. If management is to be undertaken by another party, Grantor must obtain that party's consent to undertake the management and provide payment to that party in accordance with the [funding mechanism].
24. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
25. Nothing in this Conservation Easement, express or implied, is intended to (i) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by any reason of this Conservation Easement as a third party beneficiary or otherwise, except as specifically provided in this Conservation Easement; or (ii) authorize anyone not a party to this Conservation Easement to maintain an action pursuant to or based upon this Conservation Easement.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running into perpetuity with the Conservation Easement Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Conservation Easement Property in fee simple; that the Conservation Easement Property is free and clear of all

encumbrances; that Grantor has good right and lawful authority to convey this Conservation Easement; and it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed by the lawful claims of all persons whomsoever.

DRAFT

**IN WITNESS WHEREOF**, Grantor has hereunto set its authorized hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**GRANTOR:**

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )ss:  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_, the person who confirmed that \_\_\_\_\_ is duly authorized to execute this instrument on behalf of \_\_\_\_\_. \_\_\_\_\_ is either ( ) personally known to me or ( ) has produced a valid \_\_\_\_\_ (state) driver's license as identification.

Notary Public, State of \_\_\_\_\_  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**IN WITNESS WHEREOF**, Grantee has hereunto set its authorized hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and hereby accepts and agrees to the conditions of the foregoing Conservation Easement.

**GRANTEE:**

By: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTIONS AND SKETCH OF CONSERVATION EASEMENT  
PROPERTY**

DRAFT

**APPENDIX O**

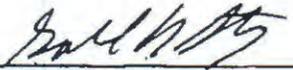
**UM Richmond Campus Existing Deed Restriction – Off-site**

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REC.

00R564608 2000 NOV 27 15:10

DOCSTPDEE 2,550.00 BURT X 1,912.50  
HARVEY RUVIN, CLERK DADE COUNTY, FL

Instrument prepared by:

  
\_\_\_\_\_  
Gabriel N. Steinberg  
General Services Administration  
Office of Regional Counsel  
GSA, Region IV, Atlanta, GA  
4-FL-0546E

and Shelley Niceley Groff, Esq.  
(address shown below)

RETURN TO:

Shelley Niceley Groff, Esq.  
University of Miami  
Office of Vice President and General Counsel  
Plumer Building, Suite 10  
P.O. Box 248052  
Coral Gables, Florida 33124

QUITCLAIM DEED

THIS INDENTURE, made this 15<sup>th</sup> day of November, 2000, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter referred to as either "Administrator" or "GSA"), under and pursuant to the powers and authority contained in Section 412(a) Public Law 105-277, enacted October 21, 1998 112 Stat. 2681-506, to the UNIVERSITY OF MIAMI ("Grantee"), a Florida corporation not-for-profit, whose address is c/o University of Miami Real Estate Office, P. O. Box 248106, Coral Gables, Florida, 33124-1434, Taxpayer Identification No. XXXXXXXXXX

91.50

RECITALS

That the above-cited section of Public Law authorized the GSA to convey the property described below to the University of Miami by not later than September 30, 1999;

That the parties to this conveyance had reached agreement for conveyance of the property prior to September 30, 1999; however, both parties reinstated consultation with the U.S. Department of Interior Fish and Wildlife Service ("FWS") to reach accord on the restrictions necessary to manage the Property and preserve the endangered deltoid splurge on portions of the Property; and

That the parties have now reached an accord with the FWS on the revised restrictions on the property,

WITNESSETH:

That the Grantor, for and in consideration of the above-cited law and the sum of FOUR HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$425,000.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, has released, and forever quitclaimed without representation or warranty, expressed or implied, except as stated herein, unto the Grantee, its successors and assigns, all right, title, interest, claim and demand which the said Grantor has or may have had in and to that certain real property and improvements that constitute the Federal facility formerly known as the "U. S. Naval Observatory/Alternate Time Tracking Station," Miami-Dade County Florida, consisting of approximately 76 acres, and being more particularly described in Exhibit "A," attached hereto and incorporated herein (the "Property").

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto appertaining; and every right, title, or interest, legal or equitable, of

the said Grantor of, in, and to the property herein conveyed, and any means of ingress or egress thereto, excepting any rights as herein specifically reserved or excepted.

SUBJECT, HOWEVER, to any and all existing easements, restrictions and covenants, including but not limited to, rights-of-way for public roads, highways, streets, railroads, pipelines, drainage, and public utilities of record.

The Property conveyed herein is subject to the condition that, in accordance with Section 412(a) of the above-cited Public Law, for ten (10) years from the date hereof, the Grantee, its successors or assigns, shall use the Property, or provide for use of the Property, only for: (1) a research, education and training facility complementary to longstanding national research missions, subject to such incidental exceptions as may be approved by the Administrator; (2) research-related programs other than the use specified in clause (1), above under an agreement entered into by the Administrator and the Grantee, its successors or assigns; or (3) a combination of uses described in clauses (1) and (2), respectively.

If, during said ten (10) year period, the Administrator determines the Property is not being used by Grantee, its successors or assigns, in accordance with the above provisions, all right, title and interest in and to the Property, including any improvements thereon, shall revert to the United States, and the United States shall have the right of immediate entry thereon.

Prior to any construction or alteration on the Property, Grantee, its successors or assigns, shall obtain a determination of "no hazard to air navigation" issued by the Federal Aviation Administration in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

Grantee covenants, for itself and its successors or assigns, to manage portions

of the land, according to the guidelines of the Declaration of Restrictions attached hereto as Exhibit "B" and incorporated herein.

The easternmost approximate 500 feet of the Property is situated in Flood Zone AH (EL9), with possible flood depths of 1 to 3 feet, usually areas of ponding. The Grantee agrees to comply with all Federal, State, and local regulations pertaining to land use and development of properties subject to flooding. The Grantee, its successors and assigns, shall save the Grantor harmless in the event of damage to or loss of life or property resulting directly or indirectly from flooding.

At such time, if any, as any existing building on the Property as of the date hereof is demolished and any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened, to the National Archives and Records Service, Washington, DC.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee has received information from the Grantor about lead-based paint and lead-based paint hazards, and, although the property is not currently used for residential purposes, has been informed of its obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance thereof.

No hazardous substance activity has been identified by the Grantor and no remedial action is required. However, any remedial action found to be necessary after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by Grantor. In the event any environmental contamination is discovered or remedial action is deemed necessary after conveyance, the Grantee will allow the Federal government access to the Property to carry out any necessary response action. Grantor agrees that said

response shall not unreasonably interfere with the activities and/or work conducted by Grantee, its successors or assigns, or the Property.

GRANTEE ALSO COVENANTS for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such successors, and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the Property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

Title to the Property described in Exhibit "A" was acquired as follows:

Tract 1, containing 11.02 acres, was vested in the Grantor in an eminent domain proceeding, United States v. 1,820 Acres of Land, more or less, Dade County, Florida, State of Florida, et al., No. 713-M, U.S. District Court for the Southern District of Florida; Tract 2, containing 65.65 acres, was vested in the Grantor in an eminent domain proceeding, United States v. 228.26 Acres of Land, more or less, Richmond, Dade County, Florida, Perrine-Grant Land Company, et al., No. 780-M, U.S. District Court for the Southern District of Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the said Grantor, either in law or in equity.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in his name and on his behalf the day and year first above written.

UNITED STATES OF AMERICA  
Administrator of General Services

WITNESSES:

*Delroy C. McBay*  
*Delra B. Young*

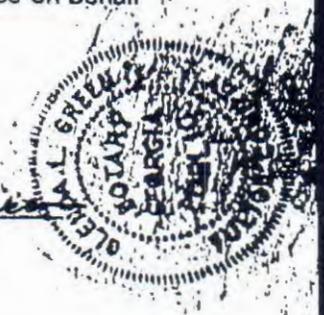
By: *Laura L. Yeager*  
LAURA L. YEAGER  
Branch Chief  
Property Disposal Division  
General Services Administration  
Region IV, Atlanta, GA

STATE OF GEORGIA     )  
                                          )  
COUNTY OF FULTON    )

This day, before the undersigned, a Notary Public in and for the State of Georgia, personally appeared LAURA L. YEAGER, Branch Chief, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, to me well known and known to be the person described in and who executed the foregoing instrument of conveyance on behalf of the UNITED STATES OF AMERICA, General Services Administration.

Given under my hand this 15<sup>th</sup> day of November, 2000.

*Glenda L. Green*  
Glenda L. Green  
Notary Public  
State of Georgia



Notary Public, Fulton County, Georgia  
My Commission Expires March 20, 2002

DESCRIPTION OF PROPERTY

A portion of the South ½ of Section 25, Township 55 South, Range 39 east, Miami-Dade county, Florida, being more particularly described as follows;

Commence at the Southeast corner of the Southeast ¼ of said Section 25; thence run South 87 degrees 50 minutes 06 seconds West, along the South line of the Southeast ¼ of said Section 25, for 2615.89 feet to the Southwest corner of the Southeast ¼ of said Section 25; thence run South 87 degrees 53 minutes 32 seconds West, along the South line of the Southwest ¼ of said Section 25, for 400.00 feet, thence North 02 degrees 06 minutes 44 seconds West for 40.00 feet to the point of beginning of the following described parcel of land (said last point being on a line 40.00 feet North of and parallel with, as measured at right angles to, the South line of the Southwest ¼ of said Section 25); thence continue North 02 degrees 06 minutes 44 seconds West for 1195.00 feet; thence North 87 degrees 53 minutes 32 seconds East for 400.00 feet, thence North 02 degrees 08 minutes 44 seconds West for 300.00 feet; thence North 87 degrees 50 minutes, 05 seconds East for 1078.00 feet; thence South 02 degrees 06 minutes 44 seconds East for 750.00 feet, thence North 87 degrees 50 minutes 05 seconds East for 1472.71 feet; thence South 02 degrees 18 minutes 36 seconds East, along a line 62.50 feet West of and parallel with, as measured at right angles to, the East line of the Southeast ¼ of said Section 25, for 719.94 feet to a point of curvature, thence run Southerly, Southwesterly, and Westerly along the arc of a circular curve to the right, having a radius of 25.00 feet and a central angle of 90 degrees 08 minutes 43 seconds, for an arc distance of 39.33 feet to a point of tangency; thence South 87 degrees 50 minutes 05 seconds West for 2528.21 feet (said last course being coincident with a line 40.00 feet North of and parallel with, as measured at right angles to, the South line of the Southeast ¼ of said Section 25); thence South 87 degrees 53 minutes 32 seconds West for 400.00 feet to the point of beginning (said last course being coincident with a line 40.00 feet North of and parallel with, as measured at right angles to, the South line of the Southwest ¼ of said Section 25), lying and being in Miami-Dade county, Florida, containing 3,186,652 +/- square feet (73.15 +/- acres).

Together with:

The South 40.00 feet of the Southeast ¼ of Section 25, Township 55 South, range 39 East, Miami-Dade County, Florida; less that portion thereof previously dedicated for public roads;

Also the North 5.00 feet of the South 40.00 feet of the East 400.00 feet of the Southwest ¼ of said Section 25;

Also the East 62.5 feet of the South 785.00 feet of the Southeast ¼ of said Section 25, less the South 40.00 feet, save and except any portion thereof previously dedicated for public roads.

Also all that part of the Southeast ¼ of said Section 25 of which lies within the external area formed by a 25.00 foot radius arc concave to the Northwest, tangent to the West line of the East 62.5 feet of the Southeast ¼ of said Section 25, and tangent to the North line of the South 40.00 feet of the Southeast ¼ of said Section 25.

Total property contains 3,318,297 +/- square feet (76.18 acres).

**Exhibit "B"**

**Declaration of Restrictions**

These Declaration of Restrictions are part of and expressly incorporated by reference into that certain Deed from the United States of America to the University of Miami (the "Deed") to which these Restrictions are attached.

1. Except as provided herein or in the Deed, the following activities shall be prohibited in Parcels A and B reflected on Exhibit "1" to this Declaration:
  - a. Construction or placing of buildings, roads, signs, utilities, or other structures on or above the ground;
  - b. Dumping or placing of soil or other substances or material as landfill or dumping or placing of trash, waste, or unsightly materials or materials emitting offensive odor;
  - c. Removal or destruction of trees, shrubs, or other vegetation;
  - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;
  - e. Surface use except for purposes that permit the land area to remain predominantly in its natural condition;
  - f. Activities detrimental to drainage, flood control, water conservation, soil conservation, or fish and wildlife habitat Preservation;
  - g. Acts or uses detrimental to such retention of land, wetland or water areas.

2. Notwithstanding the foregoing restrictions, the following activities may occur within Parcels A and B reflected on Exhibit "1" to this Declaration:
  - a. The fencing of Parcels A and B necessary to prevent trespass upon or over the Property described in the Deed;
  - b. The maintenance of existing trails and fire breaks;
  - c. Any activity or use consistent with the Deed that does not damage or destroy, remove, cut or dig up any deltoid spurge, including limited land clearing necessary for such activity or use provided;
    - i. The Grantee avoids, to the fullest extent possible, impact to any deltoid spurge within Parcels A and B and shall avoid materially diverting the direction of the natural surface water flow in such area;
    - ii. The facilities and improvements proposed in Parcels A or B shall be constructed and maintained utilizing Best Management Practices;
    - iii. The facilities or their use will not adversely affect implementation of the management plan referenced in paragraph 3, below;
    - iv. Any such work shall be subject to all applicable federal, state, district and local permitting requirements.
  
3. Parcel A shall be managed according to the Conservation Management Plan attached hereto as Exhibit "2". The obligation to implement the attached management plan shall run with the land so long as the restrictions contained herein have not been released pursuant to paragraph 6, below.

4. Unless Grantee agrees otherwise, the United States Department of Interior, Fish and Wildlife Service ("Service") may have access to Parcels A and B solely for the purpose of determining compliance with the restrictions herein, and only if accompanied by Grantee. Such supervised access will only be provided after reasonable notice to and consent from the Grantee, such consent not to be unreasonably withheld.
5. The covenants and restrictions contained herein shall run with and burden Parcels A and B and shall be binding on the Grantee and all successive owners of Parcels A and B until the same are modified or released as set forth herein below. The covenants and restrictions contained herein may be enforced by the Service.
6. The covenants and restrictions contained herein shall be subject to modification or termination by the Grantee; however, such modification or release shall only be with the written consent, which consent shall not be unreasonably withheld, of the Service (or subsequent federal governmental units having jurisdiction under the Endangered Species Act over the deltoid spurge) so long as the deltoid spurge is listed as either endangered or threatened under the Endangered Species Act.
7. As used herein, the term Grantee shall mean the University of Miami and its successors and assigns who are the fee simple title owners of Parcels A and B.
8. Invalidation of any of these covenants or restrictions by judgment or a court order shall in no way affect any other provisions, which shall remain in full force and effect.

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**Exhibit "1"**

Consisting of three attachments:

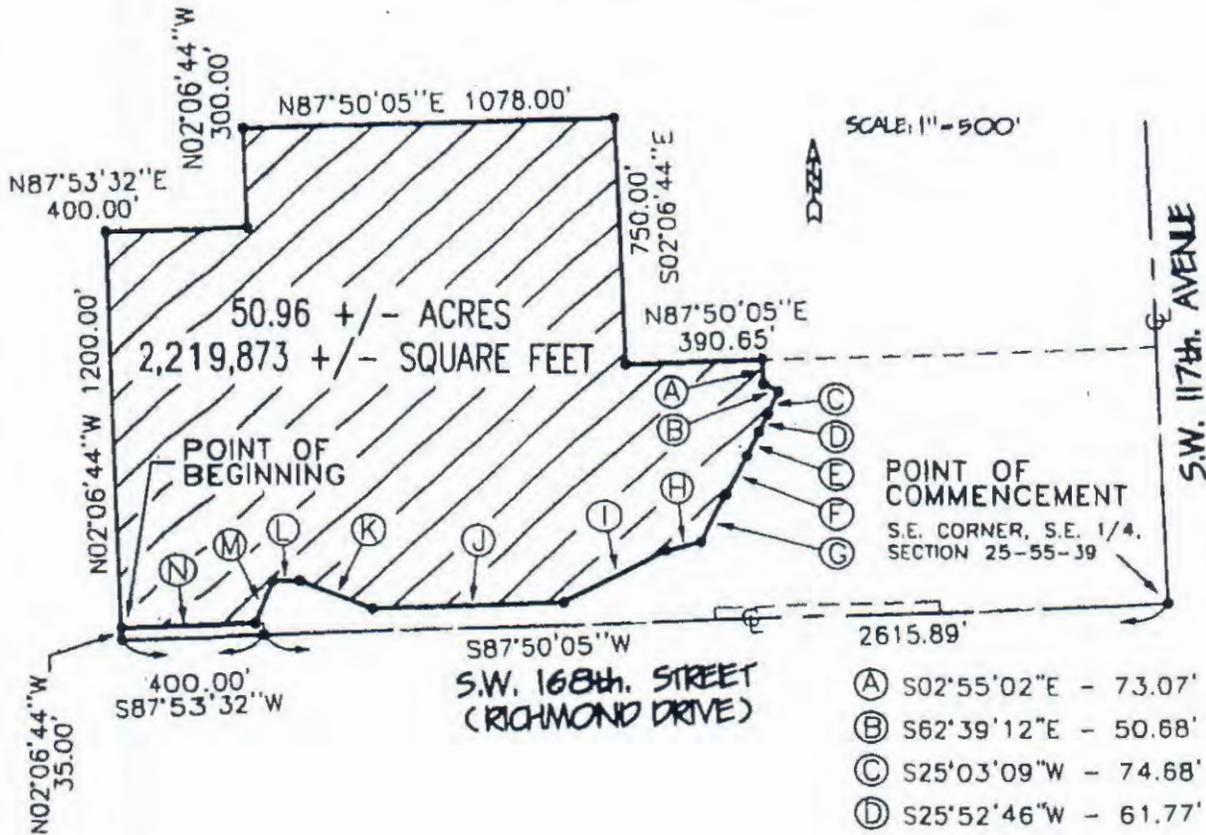
- 1) Map of Property indicating Parcel A and Parcel B.
- 2) Sketch to Accompany Legal Description of Parcel A.
- 3) Sketch to Accompany Legal Description of Parcel B.



**BDA BREEDLOVE, DENNIS & ASSOCIATES INC.**

FIGURE LOCATION OF DEL TOID SPURGE ON PROPERTY LOCATED IN SECTION 25 TOWNSHIP 55 S RANGE 39 E DADE COUNTY FLORIDA

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



- (A) S02°55'02"E - 73.07'
- (B) S62°39'12"E - 50.68'
- (C) S25°03'09"W - 74.68'
- (D) S25°52'46"W - 61.77'
- (E) S25°40'13"W - 79.89'
- (F) S25°46'10"W - 133.06'
- (G) S25°44'55"W - 159.31'
- (H) S76°01'05"W - 108.44'
- (I) S61°15'26"W - 328.99'
- (J) S87°39'04"W - 565.70'
- (K) N66°41'40"W - 216.68'
- (L) S88°58'35"W - 80.14'
- (M) S22°34'23"W - 138.65'
- (N) S87°53'32"W - 376.57'

SURVEYOR'S NOTES:

THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (N87°50'05"E) ALONG THE CENTERLINE OF S.W. 168th. STREET AS SHOWN ON THAT CERTAIN MAP OF TOWNSHIP 55 SOUTH, RANGE 39 EAST PREPARED BY MIAMI-DADE COUNTY PUBLIC WORKS DEPT. ENGINEERING SERVICES DIVISION SURVEY SECTION, DATED AUGUST 1977.

SEE SHEET 2 of 2 FOR LEGAL DESCRIPTION.

FOR SURVEY OF THIS AREA, SEE SCHWEBKE-SHISKIN & ASSOCIATES, INC. FILE No. SD-B58 AJ, DATED JUNE 8, 1998.

PREPARED FOR: UNIVERSITY OF MIAMI

**SCHWEBKE-SHISKIN & ASSOCIATES, INC.** (LB-87)  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 • DADE: (305) 852-7010 BROWARD: (305) 452-8284  
 11941 S.W. 144th. STREET MIAMI, FLORIDA 33186 • TEL: (305) 233-9210 FLA. KEYS: (305) 451-8369 (305) 251-1183

THIS IS NOT A "LAND SURVEY".  
 ORDER NO.: 441734  
 DATE: JUNE 8, 2000  
 SHEET 1 OF 2 SHEET(S) F.B.: SD-434, Pg.17

PREPARED UNDER THE SUPERVISION OF  
**PIERRE E. CALVET**  
 FLORIDA PROF. LAND SURVEYOR  
 3389

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## LEGAL DESCRIPTION:

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

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 50 MINUTES 05 SECONDS WEST FOR 2615.89 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 32 SECONDS WEST FOR 400.00 FEET (SAID LAST TWO COURSES BEING COINCIDENT WITH THE CENTERLINE OF S.W. 168th. STREET (RICHMOND DRIVE)); THENCE NORTH 02 DEGREES 06 MINUTES 44 SECONDS WEST FOR 35.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND (SAID LAST POINT BEING ON A LINE 35.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID CENTERLINE OF S.W. 168th. STREET (RICHMOND DRIVE)); THENCE NORTH 02 DEGREES 08 MINUTES 44 SECONDS WEST FOR 1200.00 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 32 SECONDS EAST FOR 400.00 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 44 SECONDS WEST FOR 300.00 FEET; THENCE NORTH 87 DEGREES 50 MINUTES 05 SECONDS EAST FOR 1078.00 FEET; THENCE SOUTH 02 DEGREES 06 MINUTES 44 SECONDS EAST FOR 750.00 FEET; THENCE NORTH 87 DEGREES 50 MINUTES 05 SECONDS EAST FOR 390.65 FEET; THENCE SOUTH 02 DEGREES 55 MINUTES 02 SECONDS EAST FOR 73.07 FEET; THENCE SOUTH 62 DEGREES 39 MINUTES 12 SECONDS EAST FOR 50.68 FEET; THENCE SOUTH 25 DEGREES 03 MINUTES 09 SECONDS WEST FOR 74.68 FEET; THENCE SOUTH 25 DEGREES 52 MINUTES 48 SECONDS WEST FOR 81.77 FEET; THENCE SOUTH 25 DEGREES 40 MINUTES 13 SECONDS WEST FOR 79.89 FEET; THENCE SOUTH 25 DEGREES 48 MINUTES 10 SECONDS WEST FOR 133.08 FEET; THENCE SOUTH 25 DEGREES 44 MINUTES 55 SECONDS WEST FOR 159.31 FEET; THENCE SOUTH 76 DEGREES 01 MINUTES 05 SECONDS WEST FOR 108.44 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 26 SECONDS WEST FOR 328.99 FEET; THENCE SOUTH 87 DEGREES 39 MINUTES 04 SECONDS WEST FOR 565.70 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 40 SECONDS WEST FOR 216.68 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 35 SECONDS WEST FOR 80.14 FEET; THENCE SOUTH 22 DEGREES 34 MINUTES 23 SECONDS WEST FOR 138.65 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 32 SECONDS WEST, ALONG A LINE 35.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID CENTERLINE OF S.W. 168th. STREET (RICHMOND DRIVE), FOR 376.57 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 25, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 50.96 ACRES, MORE OR LESS.

## NOTE:

BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (N87°50'05"E) ALONG THE CENTERLINE OF S.W. 168th. STREET AS SHOWN ON THAT CERTAIN MAP OF TOWNSHIP 55 SOUTH, RANGE 39 EAST PREPARED BY MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES DIVISION SURVEY SECTION, DATED AUGUST 1977.

SEE SHEET 1 of 2 FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION.

PREPARED FOR: UNIVERSITY OF MIAMI

**SCHWEBKE-SHISKIN & ASSOCIATES, INC. (LB-87)**  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 • DADE: (305) 852-7010 • BROWARD: (954) 435-7010 • FAX: (305) 852-8284  
 11941 S.W. 144th. STREET MIAMI, FLORIDA 33186 • TEL: (305) 233-9210 • FLA. KEYS: (305) 251-8774 • FAX: (305) 251-1183

THIS IS NOT A "LAND SURVEY".

ORDER NO.: 441734

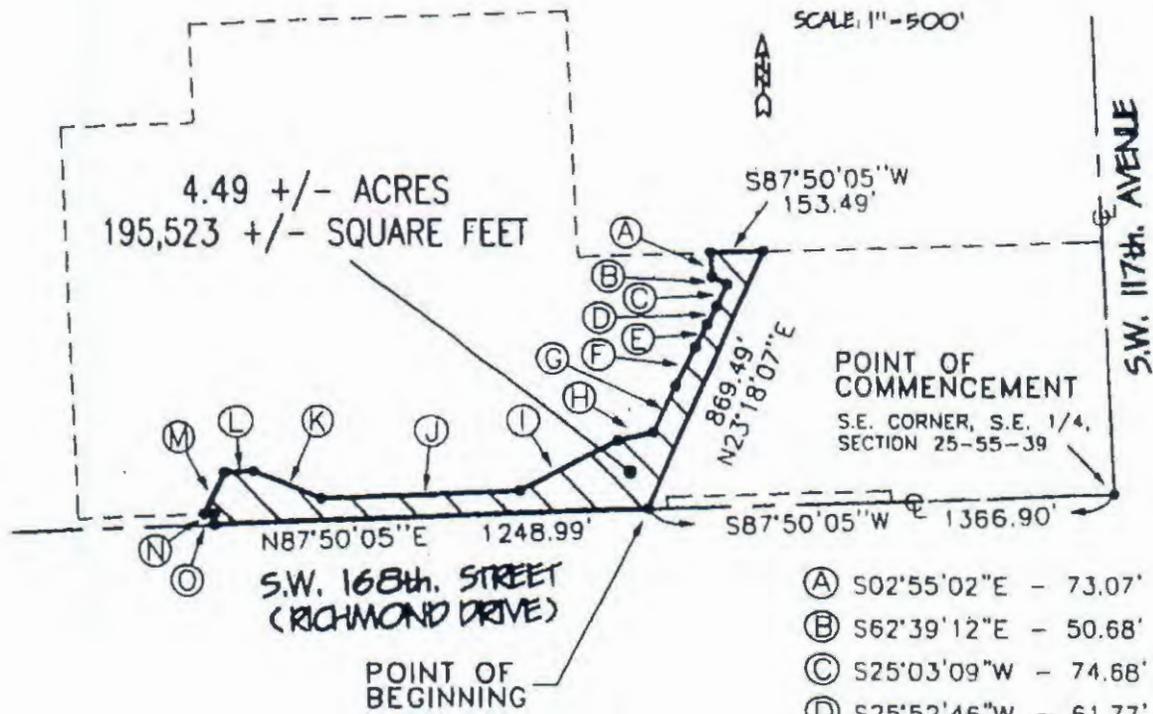
DATE: JUNE 8, 2000

SHEET 2 OF 2 SHEET(S)

F.B.: SD-434, Pg.17

PREPARED BY: *[Signature]*  
 PIERRE E. CALVET ASST. VICE PRES.  
 FLORIDA PROF. LAND SURVEYOR NO. 3369

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



- (A) S02°55'02"E - 73.07'
- (B) S62°39'12"E - 50.68'
- (C) S25°03'09"W - 74.68'
- (D) S25°52'46"W - 61.77'
- (E) S25°40'13"W - 79.89'
- (F) S25°46'10"W - 133.06'
- (G) S25°44'55"W - 159.31'
- (H) S76°01'05"W - 108.44'
- (I) S61°15'26"W - 328.99'
- (J) S87°39'04"W - 565.70'
- (K) N66°41'40"W - 216.68'
- (L) S88°58'35"W - 80.14'
- (M) S22°34'23"W - 138.65'
- (N) N87°53'32"E - 23.43'
- (O) S02°06'44"E - 35.00'

**SURVEYOR'S NOTES:**

THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (N87°50'05"E) ALONG THE CENTERLINE OF S.W. 168th. STREET AS SHOWN ON THAT CERTAIN MAP OF TOWNSHIP 55 SOUTH, RANGE '39 EAST PREPARED BY MIAMI-DADE COUNTY PUBLIC WORKS DEPT. ENGINEERING SERVICES DIVISION SURVEY SECTION, DATED AUGUST 1977.

SEE SHEET 2 of 2 FOR LEGAL DESCRIPTION.

FOR SURVEY OF THIS AREA, SEE SCHWEBKE-SHISKIN & ASSOCIATES, INC. FILE No. SD-858 AJ, DATED JUNE 8, 1998.

PREPARED FOR: UNIVERSITY OF MIAMI



## SCHWEBKE-SHISKIN & ASSOCIATES, INC. (LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 • DADE: (305) 852-7010 BROWARD: (305) 423-7010 FAX: (305) 652-8284  
 11841 S.W. 144th. STREET MIAMI, FLORIDA 33186 • TEL: (305) 233-9210 FLA. KEYS: (305) 251-3543 FAX: (305) 251-1183

THIS IS NOT A "LAND SURVEY".

ORDER NO.: 441734

DATE: JUNE 8, 2000

SHEET 1 OF 2 SHEET(S)

F.B.: SD-434, Pg.17

PREPARED UNDER MY SUPERVISION

PIERRE E. CALVEY, STAMPS & SIGNATURES  
 FLORIDA PROF. LAND SURVEYOR NO. 3369

REGISTERED LAND DRAWINGS \ NAVAL2

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:**

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

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE RUN SOUTH 87 DEGREES 50 MINUTES 05 SECONDS WEST, ALONG THE CENTERLINE OF S.W. 168th. STREET (RICHMOND DRIVE) FOR 1366.90 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE NORTH 23 DEGREES 18 MINUTES 07 SECONDS EAST FOR 889.49 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES 05 SECONDS WEST FOR 153.49 FEET; THENCE SOUTH 02 DEGREES 55 MINUTES 02 SECONDS EAST FOR 73.07 FEET; THENCE SOUTH 82 DEGREES 39 MINUTES 12 SECONDS EAST FOR 50.88 FEET; THENCE SOUTH 25 DEGREES 03 MINUTES 09 SECONDS WEST FOR 74.88 FEET; THENCE SOUTH 25 DEGREES 52 MINUTES 48 SECONDS WEST FOR 81.77 FEET; THENCE SOUTH 25 DEGREES 40 MINUTES 13 SECONDS WEST FOR 79.89 FEET; THENCE SOUTH 25 DEGREES 46 MINUTES 10 SECONDS WEST FOR 133.06 FEET; THENCE SOUTH 25 DEGREES 44 MINUTES 55 SECONDS WEST FOR 159.31 FEET; THENCE SOUTH 78 DEGREES 01 MINUTES 05 SECONDS WEST FOR 108.44 FEET; THENCE SOUTH 81 DEGREES 15 MINUTES 26 SECONDS WEST FOR 328.99 FEET; THENCE SOUTH 87 DEGREES 39 MINUTES 04 SECONDS WEST FOR 565.70 FEET; THENCE NORTH 66 DEGREES 41 MINUTES 40 SECONDS WEST FOR 216.88 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 35 SECONDS WEST FOR 80.14 FEET; THENCE SOUTH 22 DEGREES 34 MINUTES 23 SECONDS WEST FOR 138.65 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 32 SECONDS EAST, ALONG A LINE 35.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SAID CENTERLINE OF S.W. 168th. STREET (RICHMOND DRIVE) FOR 23.43 FEET; THENCE SOUTH 02 DEGREES 08 MINUTES 44 SECONDS EAST FOR 35.00 FEET; THENCE NORTH 87 DEGREES 50 MINUTES 05 SECONDS EAST, ALONG THE SAID CENTERLINE OF S.W. 168th. STREET (RICHMOND DRIVE) FOR 1248.99 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 25, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 4.49 ACRES, MORE OR LESS.

**NOTE:**

SEE SHEET 1 of 2 FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION.

BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING (N87°50'05"E) ALONG THE CENTERLINE OF S.W. 168th. STREET AS SHOWN ON THAT CERTAIN MAP OF TOWNSHIP 55 SOUTH, RANGE 39 EAST PREPARED BY MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES DIVISION SURVEY SECTION, DATED AUGUST 1977.

PREPARED FOR: UNIVERSITY OF MIAMI

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THIS IS NOT A "LAND SURVEY".  
 ORDER NO.: 441734  
 DATE: JUNE 8, 2000  
 SHEET 2 OF 2 SHEET(S) F.B.: SD-434, Pg.17

PREPARED BY: *[Signature]*  
 PIERRE E. COLLET, P.E., SERVICE PRES.  
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 3369

**Exhibit "2"**

**Management Plan**

The vegetation types at the Property are as follows:

- 1) 36.67 acres oolitic rockland habitat (4.04 acres are concentrations of deltoid spurge);
- 2) 11.03 acres of pine canopy with oolitic understory (0.70 acres are concentrations of deltoid spurge);
- 3) 23.26 acres of pine canopy heavily impacted by noxious exotic dominants and nuisance species;
- 4) 3.22 acres of developed area.

- 1) In Year One, after recording the Deed, the oolitic rockland pine rockland and the pine canopy with oolitic understory should be hand-treated for Burma reed using Round-up, other weedy species should be removed by hand or spot-treated with Round-up, and sapling trees within these areas should be cut to short stumps with Garlon 3 or equivalent herbicide. The appropriate technique to herbicide Burma reed is to cut it, and then herbicide. A second treatment may be required within the first year. Furthermore, fuel buildup will also be reduced by hand, concentrating on the pine canopy with rockland understory. All materials will be removed from the site and dumped in an authorized landfill.

- 2) Another retreatment of the areas discussed above will be conducted in the early winter of Year 2, with the intent to schedule a prescribed burn of these areas in the spring of Year 3.
  
- 3) Six months after the prescribed burn occurs Fall of Year 3, a survey of this area should be conducted to determine to what extent and how many Miami-Dade County slash pine trees (*Pinus elliotti var. densa*) should be used in the reforestation program. Based on recent survey, there will be no requirement for understory rehabilitation, since the seed banks for the high richness community are evidently present and working well.

It is recommended that much of the oolitic rockland habitat be left without significant canopy, thus putting in relatively few trees. Furthermore, in order to minimize the impact of even-age stands of pine trees, using a mix of one gallon, 3 gallon, and 7 gallon-sized plants is recommended. Planting of these trees should occur at the beginning of the rainy season of Year 4.

- 4) The Management Plan should focus on monitoring the success of the exotic control and removal program, success (survival) of installed pine trees, and survival of the deltoid spurge. Semi-annual monitoring events beginning in the fall of Year 4 and ending in the fall of Year 7 (5 events), are recommended.

OFF. REC. 19378 PG 3331

After the completion of the monitoring in Year 7, the status of exotic control, pine tree survival and the quality of the oolitic habitats will be documented. The expectation is that the site should be under control, and require periodic, relatively low cost maintenance events, to keep exotics under control.

Prescribed burning may be required every 3 to 5 years.

OFF. REC. 19378PG3332

CERTIFICATE

I, Gabriel N. Steinberg, Certifying Attorney, General Services Administration, Region 4, Atlanta, Georgia, do hereby certify that authority for conducting the business of General Services Administration (GSA) has been delegated to the Regional Administrator by the Administrator of General Services pursuant to the authority vested in said Administrator by the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (Public Law 152, 81st Congress, approved June 30, 1949), and other applicable laws and regulations promulgated thereunder, and re-delegated to the Director, Property Disposal Division, GSA, Region 4, and has been further re-delegated to Laura Yeager, Contracting Officer, Property Disposal Division, GSA, Atlanta, Georgia.

Dated at Atlanta, Georgia, this 15<sup>th</sup> day of November, 2000.

  
GABRIEL N. STEINBERG  
Regional Counsel  
General Services Administration  
Atlanta, Georgia

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT