

RESOLUTION No. 17-92

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PUBLIC PRIVATE PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY AND MILLENNIA ATLANTIC UNIVERSITY, IN SUBSTANTIALLY THE FORM PROVIDED, FOR THE DEVELOPMENT OF A PASSIVE POCKET PARK ADJACENT TO THE DORAL POLICE SUBSTATION; AUTHORIZING THE CITY MANAGER TO FINALIZE, EXECUTE, AND ACCOMPLISH THE OBLIGATIONS OF THE PUBLIC PRIVATE PARTNERSHIP AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) has a leasehold interest on a certain parcel of land owned by the State of Florida, located on the East side of the 3800 block of NW 97th Avenue, West of United States Southern Command and South of Millennia Atlantic University (the “Property”), which was granted for the purposes of developing a police station; and

WHEREAS, on October 21, 2015, the Florida Department of Environmental Protection approved a modified land use plan at the request of the City which changed the program of the Property to include a police substation, a civic building, and passive recreational areas; and

WHEREAS, in order to advance of the Property in a timely manner, the City issued Request For Proposal # 2015-35 Design-Build Police Substation Facility for the construction of the first phase of the development of the Property, which included the police substation, and award same to MCM Construction; and

WHEREAS, during the construction of the substation, Millennia Atlantic University (“MAU”) approached the City with idea of partnering to develop further the passive space on the Property between the Police substation and MAU;

WHEREAS, with input from City staff, MAU developed a conceptual design for the passive space, which was approved by the City Council in April of 2017; and

WHEREAS, after considerable negotiations, the City and MAU have reached an agreement on terms of a public private partnership which calls for the joint development of the passive space on the Property, in substantially the form attached hereto as Exhibit “A” (the “P3 Agreement”), which is incorporated herein and made a part hereof by this reference; and

WHEREAS, the agreement calls for the City to provide the Property and to construct, and for MAU to design and cover the costs of constructing, a passive park with various amenities on the northwest corner of the Property, and for both MAU and the City to share in the operational and maintenance responsibilities; and

WHEREAS, staff has recommended the City Council approve P3 Agreement and to authorize the Manager to proceed to effectuate same; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The P3 Agreement, in substantially the form attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to finalize and enter into the P3 Agreement, subject to approval as to form and legal sufficiency by the City Attorney, and to effectuate the City's obligations in the P3 Agreement, including, without limitation, a change order to the Agreement with MCM Construction for construction of the subject park space, receipt, transfer, and expenditure of sponsorship funds paid by MAU, and any purchase associated with completion of the subject park space.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

| | |
|----------------------------------|----------------|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Pete Cabrera | Absent/Excused |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Claudia Mariaca | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 10 day of May, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



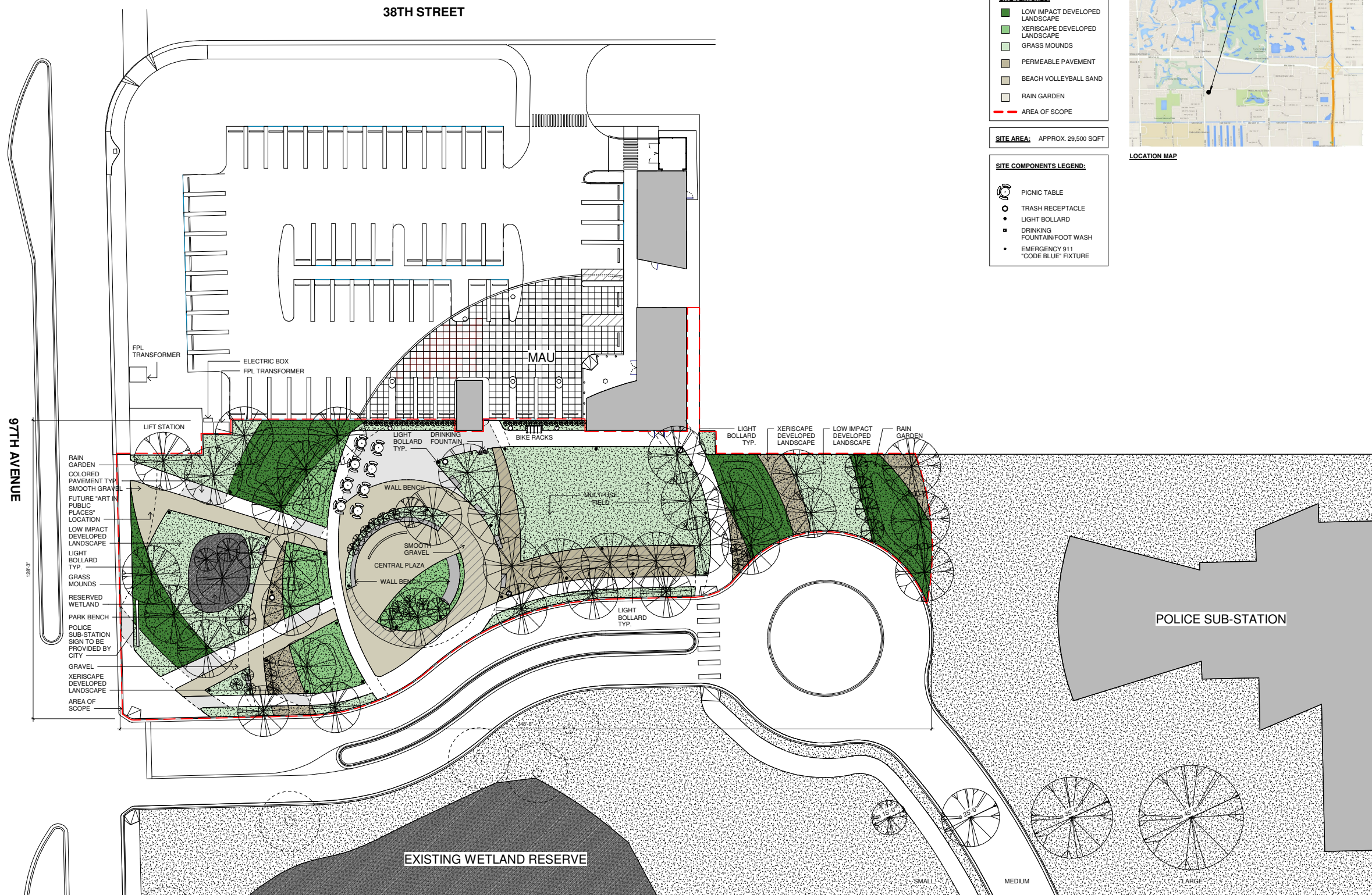
CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELEMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

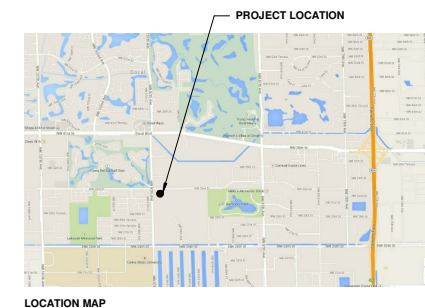
EXHIBITS



- SITE TEXTURES:**
- LOW IMPACT DEVELOPED LANDSCAPE
 - XERISCAPE DEVELOPED LANDSCAPE
 - GRASS MOUNDS
 - PERMEABLE PAVEMENT
 - BEACH VOLLEYBALL SAND
 - RAIN GARDEN
 - AREA OF SCOPE

SITE AREA: APPROX. 29,500 SQFT

- SITE COMPONENTS LEGEND:**
- PICNIC TABLE
 - TRASH RECEPTACLE
 - LIGHT BOLLARD
 - DRINKING FOUNTAIN/FOOT WASH
 - EMERGENCY 911 "CODE BLUE" FIXTURE



CLIENT

CONSULTANTS

PROJECT NAME

MAU PARK

3801 NW 97th Ave, Doral, FL 33178

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REVISIONS

| No. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |

BRETT G. MOSS
ARCHITECT
FL LIC. NO. AR164561

SHEET INFORMATION

| | |
|----------------|------------|
| Project number | 16-12069 |
| Date | 04/10/2017 |
| Drawn by | DR |
| Checked by | BM |

SHEET NAME

SITE PLAN

5/5/2017 12:07:50 PM

1 SITE PLAN
1" = 20'-0"

0 4 10 20

N

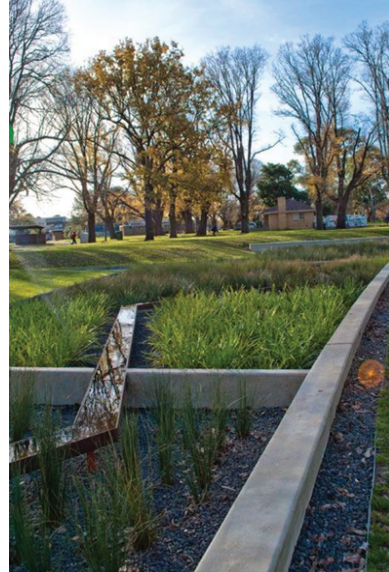
© COPYRIGHT 2015 MOSS ARCHITECTURE & DESIGN GROUP
SHEET NO

A101

A. Park Seating



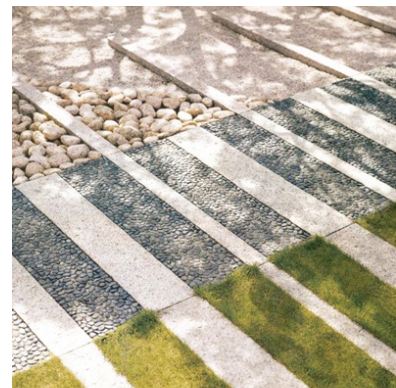
B. Infiltration Trench



C. Grass Mounds



D. Volleyball Court



E. Permeable Surfaces



F. Rain Garden



G. Infiltration Planter



H. Educational Signage



I. Dry Retention Pond



**PUBLIC PRIVATE PARTNERSHIP AGREEMENT
BY AND BETWEEN
THE CITY OF DORAL
AND
MILLENNIA ATLANTIC UNIVERSITY
FOR
DEVELOPMENT OF MAU PARK**

THIS PUBLIC PRIVATE PARTNERSHIP AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2017 (the “Effective Date”), by and between the CITY OF DORAL, a municipality of the State of Florida, the principal and mailing address of which is 8401 NW 53rd Terrace, Doral, FL 33166 (the “City”), and Mariscal Ayacucho University, L.L.C., an active Florida Limited Liability Company, d/b/a as MILLENNIA ATLANTIC UNIVERSITY, the principal and mailing address⁷ of which is 3801 NW 97th Avenue, Suite 100, Doral, FL 33178 (“MAU”). The City and MAU may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the City has a leasehold interest on a certain parcel of land owned by the State of Florida, located on the East side of the 3800 block of NW 97th Avenue, West of United States Southern Command and South of Millennia Atlantic University (the “Property”), which was granted for the purposes of developing a police station (the “Lease”); and

WHEREAS, on October 21, 2015, the Florida Department of Environmental Protection approved a modified land use plan at the request of the City, which changed the program of the Property to include a police substation, a civic building, and passive recreational areas (the “Land Use Plan”); and

WHEREAS, in order to advance the development of the Property in a timely manner, the City issued Request for Proposal # 2015-35, “Design-Build Police Substation Facility,” for the construction of the first phase of the development of the Property, which included the police substation (the “Project”), and award same to Munilla Construction Management Group (“MCM”); and

WHEREAS, during the construction of the Project, Millennia Atlantic University (“MAU”) approached the City with idea of partnering to develop further a passive park space on the Northwest corner of the Property between the Police substation and MAU (the “Park”);

WHEREAS, with input from City staff, MAU developed a conceptual site plan design for the Park (“Park Conceptual Site Plan”), which was approved by the City Council on April 12, 2017; and

WHEREAS, the City and MAU have a mutual desire to develop the Park by having the City provide the Property and to construct the Park and for MAU to design and cover the costs of constructing the Park and for both MAU and the City to share in the operational and maintenance responsibilities; and

WHEREAS, after considerable negotiations, the City and MAU have reached an agreement on terms on the joint development of the Park, which are memorialized in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are true, correct, and incorporated herein and made a part hereof by this reference, for the mutual promises specified herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged by the Parties, the City and MAU hereby agree as follows:

1. **City Obligations.**

(a) *The Property:* In accordance with the City's Lease with the State of Florida and the Land Use Plan, the City shall offer and maintain designated the area of Property as a passive park/civic area for the life of the Lease (approximately forty-three (43) years). An accurate legal description of the Property and a map of the area comprising the Park are attached hereto as Exhibit "A". The City represents and warrants that it has the requisite interest in, and sole possession and control of, the Property to enter into this Agreement and accomplish the development of the Park. To the best of the City's knowledge, development of the Park on the Property will not violate any applicable statute, law, ordinance, code, rule or regulation or any restriction or agreement binding upon or otherwise applicable to the Park.

(b) *Construction:* To accomplish the development of the Park, the City shall approve a change order to that certain Design-Build Construction Agreement with MCM and cause MCM to construct the Park as designed by MAU and approved by the City. The Park shall be constructed in substantial conformity to the Park Conceptual Site Plan, attached hereto as Exhibit "B". In addition to the base construction of the Park, the change order shall include, without limitation, the electrical and plumbing specifications for the Park to be performed by MCM. The City shall conduct construction management oversight to ensure adherence to the Park design and budget and appropriateness of construction. The Park shall be constructed in accordance with the Florida Building and Miami-Dade County and City Codes. The City shall not commence construction until MAU has fulfilled its funding obligations below. The City shall either contribute a number of shade trees, or the funding to pay for a number of shade trees, for the Park in accordance with the approved design, by way of trees and/or funds that off-set from the development of the current substation project. The City shall also endeavor, but is not obligated, to obtain and contribute palm trees to the Park in accordance with the approved design.

(c) *Continuing Obligations:* Once the Park is completed, the City agrees and shall have the continuing obligation to provide: electrical and water service to the Park; garbage collection services at regular intervals; routine lawn and other landscaping maintenance services; and park personnel staffing. The costs of the foregoing obligations, except for the park personnel staffing, shall be apportioned and borne in

accordance with Section 3. It shall be the City's responsibility to contract, engage, direct, supervise, and pay for the services contemplated herein.

2. **MAU Obligations.**

(a) *Design.* It shall be MAU's responsibility to prepare and deliver, or cause to be prepared and delivered, to the City complete construction documents and specifications for the construction of the Park, except for the electrical and plumbing specifications which shall be performed by MCM and/or its subcontractor at the direction of the City. The design shall conform substantially to the Park Conceptual Site Plan. The Parties acknowledge and understand that the anticipated construction costs of the Park per the Park Conceptual Site Plan exceed the budget for construction originally contemplated by MAU, and, as such, MAU will be engaging in value engineering efforts to maximize the Park's function while reducing costs. Those efforts notwithstanding, MAU agrees that the value of the construction improvements shall not be less than \$250,000.00. The Parties shall work together to finalize the design on the Park, but the City shall have final approval of the design of the Park improvements. The City reserves the right to add design elements that exceed the value of the improvements borne by MAU, with the understanding that the City shall be responsible for paying for the costs of such improvements.

(b) *Construction.* Upon finalizing the design of the Park improvements, the City shall have MCM prepare a final cost estimate for construction of same, which shall serve as a basis of a change order to the Project agreement (the "Change Order"). MAU shall be required to tender payment to cover the cost of construction of the Park improvements prior to the execution of the Change Order by the City. The Parties acknowledge that, depending on the final design and cost of the Park improvements, additional approvals by the City Council may be required before the Change Order may be executed.

(c) *Continuing Obligations:* Once the Park is completed, MAU agrees and shall have the continuing obligation to provide private security patrolling of the Park at regular intervals and janitorial services at the Park following special events at MAU or periods of extensive use of the Park by MAU students and/or faculty and staff. The cost of the foregoing shall be borne solely by MAU. The costs associated with operation and maintenance shall otherwise be borne by MAU in accordance with Section 3 herein.

3. **Continuing Financial Obligations.** The Parties hereby agree that on-going costs associated with certain aspects of the operation and maintenance of the Park, including electrical and water service, garbage collection services at regular intervals, and routine lawn and other landscaping maintenance services, shall be borne jointly by the City and MAU. The City shall be responsible for two-thirds (2/3) of such costs and MAU shall be responsible for one-third (1/3) of such costs, with the understanding that MAU's contribution towards such costs shall not exceed \$7,000.00 per year.

4. **Time.** Acknowledging that completion of the Project is expected to occur in the summer of 2017, and that approval of the Change Order prior to completion of the Project is the most efficient and cost effective way to accomplish the construction of the Park, the Parties agree that time is of the essence with regard to their mutual obligations. MAU shall prepare or cause to be prepared the construction documents and specifications as quickly as commercially practicable. The City shall provide all approvals in a timely manner and shall expedite the permitting and inspection process for the Park improvements.

5. **Naming.** In exchange for MAU's obligations herein, the City agrees to name, and shall cause to be appropriately identified, the Park as "MAU Park". The City agrees to maintain the name of the Park as MAU Park for a period of twenty (20) years, which shall commence upon final completion of the Park improvements ("Initial Naming Period"). During the Initial Naming Period, MAU shall have the exclusive naming rights, unless this Agreement is earlier terminated in accordance with Section 10 herein. The City agrees not to offer, grant, or sell the naming rights of the Park to any third party during the Initial Naming Period. The City reserves the right to name other portions of the Property, including, without limitation, the Police substation, the future civic building, and any other passive amenities. At the expiration of the Initial Naming Period, MAU shall have the right of first refusal on future naming rights, on terms and conditions to be determined by the Parties. It is understood that the approval of the City Council will be required for future naming agreements and/or amendments to this Agreement. During the Initial Naming Period and any subsequent naming period, the City shall maintain appropriate signage at the Park displaying the name MAU Park and shall identify the Park as MAU Park on the City's website and in other publications. "MAU Park" shall be displayed in signage in the manner, including, without limitation, font and color, deemed appropriate by the City. The City is under no obligation, and MAU shall have no right, to display the name of the Park with any MAU logo. The Parties shall each maintain ownership of all rights, title and interest into each's respective names and marks. To the extent copy written, trademarked, service marked, and/or otherwise protected, MAU hereby grants to the City a limited, non-exclusive, royalty free, non-transferable license to use "MAU" in association with the Park while this Agreement is in effect. MAU shall not endeavor to copy write, trademark, service mark, and/or otherwise protect "MAU Park"; the City is free to seek such protections and is otherwise authorized to use "MAU Park" in any manner the City deems appropriate.

6. **Cooperation.** The Parties agree to cooperate in the performance of each of their obligations under this Agreement, including, but not limited, design, construction, and operation and maintenance of the Park.

7. **Authority.** The Parties has full power and authority to execute, deliver and perform all of the corresponding duties and obligations under this Agreement, and such execution, delivery and performance of this Agreement have been duly authorized by all requisite action on the part of City and MAU.

8. **Mutual Indemnification.** MAU shall indemnify and hold harmless the City, its successors and assigns, harmless from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees (at trial and appeal), for injury (including death) to persons or damage to property

or property rights that may arise from or be related to the negligent acts, errors, or omissions of MAU, its agents, invitees, or contractors or by any person under the control or direction of MAU, for any actions associated with performance under this Agreement. Likewise, City shall indemnify and hold MAU, its successors and assigns, harmless from and against, any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees (at trial and appeal), for injury (including death) to persons or damage to property or property rights that may arise from or be related to the negligent acts, errors, or omissions of the City, its agents, invitees, or contractors or by any person under the control or direction of City, for any actions associated with performance under this Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE PARTIES BE LIABLE TO ONE ANOTHER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS COMPUTER FAILURE OR MALFUNCTION, DATA LOSS, OR LOST PROFITS AND OPPORTUNITY COSTS. THE FOREGOING LIMITATION WILL NOT APPLY TO DAMAGES AWARDED WITH RESPECT TO THIRD PARTY CLAIMS FOR WHICH THE PARTIES HAVE AN OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT

9. **Modification/Enforcement.** This Agreement may not be modified or terminated except by an instrument mutually executed by the Parties. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity by the Parties, with the prevailing party in any such action entitled to reimbursement of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

10. **Default and Termination.** The occurrence of any one or more of the following events or actions will constitute a breach of this Agreement (the "Default" or an "Act of Default") by a Party: (a) Cessation of either Party to conduct business; (b) the filing of a bankruptcy petition, the determination of insolvency by one of the Parties, and/or the appointment of a receiver for administration and disposal of Party's assets; (c) the misrepresentation of any authority or warranty specified herein; (d) the violation of local, State of Florida, and/or Federal law by a Party and/or its officers, directors, employees or agents conducted in the performance of their duties for the corresponding Party, as determined by the nonviolating Party in that Party's sole discretion; and (e) a failure to perform a material covenant, duty, obligation, or representation made under this Agreement. In the event of an Act of Default, the non-defaulting Party may immediately terminate this Agreement with notice of such decision to the Breaching party. Upon termination of this Agreement in accordance with this provision, the Parties Agree that the relationship shall cease and the Park shall revert to an unnamed state.

11. **No Joint Venture/Agency/Conveyance.** The name of this Agreement notwithstanding, nothing herein shall constitute or be interpreted as establishing a joint venture, partnership, and/or other agency relationship by and between the City and MAU. No Party shall hold itself out contrary to the terms of this Section, and no Party shall become liable by any representation, act, or omission of the contrary to this Section. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party. This Agreement shall not in any way constitute or be interpreted to convey any sort of property interest from the City to MAU or be deemed to sublease any portion of the property to MAU.

12. **Construction.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

13. **Notices.** Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing):

If to the City: Edward A. Rojas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

with copy to: Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorney
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

If to MAU:

14. **Force Majeure.** Unless otherwise provided in this Agreement, if performance under this Agreement is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the Parties, including but not limited to, fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, labor dispute, war, terrorist threat or activity, any government law, order, or regulation, or order of any court or jurisdiction (a "Force Majeure"), the restricted Party will not be in breach hereof and the performance or obligation of such Party will be excused for a period of time equal to the period during which the Force Majeure prevents such performance. In such event, the Parties will make reasonable efforts to determine sufficient "make goods" allowing the restricted Party to satisfy its obligations hereunder. The financial condition, default, breach, or intentional or negligent act or omission of this Agreement by the Party seeking excuse from performance will not constitute a Force Majeure.

15. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal, meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

16. **Non-Assignment.** The Parties shall not assign or otherwise transfer any of their respective rights and obligations under this Agreement without the prior written consent of the other parties, which consent can be granted or withheld in the non-assigning Party's sole discretion.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

18. **Governing Laws.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.

[This space intentionally left blank. Signatures to follow.]

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

Witnessed by:

MILLENNIA ATLANTIC UNIVERSITY

By: _____

Name: _____

Title: _____

Name: _____

Address: _____

Name: _____

STATE OF FLORIDA)

)

SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____ as _____ (office-held) of _____ who is personally known to me or produced _____ as identification.

Name: _____

Notary Public State of Florida

Commission No.: _____

My commission expires:

Attest:

CITY OF DORAL

Connie Diaz, CMC, City Clerk

By: _____
Edward Rojas, City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Weiss Serota Helfman Cole & Bierman, PL
City Attorney

DRAFT

EXHIBIT "A"

Legal Description

A parcel of land lying in Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 28; thence along the West line of said Section 28, North 01°18'59" West, 616.61 feet to the Westerly projection of the South line of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000; thence continue North 01°18'59" West along the West line of said Section 28, 466.69 feet to the Westerly projection of the North line of the lands described in said Lease Number 4276 and call this the POINT OF BEGINNING; thence continue North 01°18'59" West along the West line of said Section 28, 239.64 feet to the South line of the North 1/2 of the Northwest 1/4 of said Section 28; thence North 89°57'12" East along the South line of the North 1/2 of the Northwest 1/4 of said Section 28, 704.53 feet to the Northwest corner of the lands described as Southcom Parcel 3 in Amendment Number 1 to Lease Number 4489 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services dated January 8, 2007; thence South 01°29'09" East, along the West boundary of the lands described in said Amendment Number 1 to Lease Number 4489, 705.76 feet to the Northeast corner of Dade Madison 1, "Tract A" as recorded in Plat Book 153 at Page 47 of the Public Records of Miami-Dade County, Florida; thence South 89°54'24" West along the North line of said Dade Madison 1, "Tract A", a distance of 199.91 feet to the Southeast corner of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000; thence North 01°18'59" West along the East line of the lands described in said Lease Number 4276, 466.69 feet to the Northeast corner of the lands described in said Lease Number 4276; thence South 89°54'24" West along the North line of the lands described in said Lease Number 4276, 506.69 feet to the POINT OF BEGINNING;

Less and except the Westerly 40.00 feet for the zoned right-of-way of 97th Avenue.

and

A PORTION OF LAND LYING IN THE SOUTH HALF OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 53 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28, THENCE ALONG THE WEST LINE OF SAID SECTION 28, N 01°18'59" W, A DISTANCE OF 616.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N 01°18'59" W, A DISTANCE OF 466.69 FEET; THENCE N 89°54'24" E, A DISTANCE OF 506.69 FEET; THENCE S 01°18'59" E, A DISTANCE OF 466.69 FEET; THENCE S 89°54'24" W, A DISTANCE OF 506.69 FEET TO THE POINT OF BEGINNING.

LESS THE WESTERLY 40.00 FEET FOR ZONED RIGHT OF WAY FOR 97TH AVENUE.

CONTAINING 5.00 ACRES, MORE OR LESS.

Exhibit "B"

Park Conceptual Site Plan



38th St

MOSS Architecture & Design Group