

ATTACHMENT

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CORRECTIVE QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by the City of Miami Beach, Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 16.87 acres, located in Section 10, Township S4 South, Range 42 East, Dade County, Florida:

This deed was prepared in the Office of the Regional Solicitor, U.S. Department of the Interior, 75 Spring Street, S.W., Atlanta, Georgia 30303.

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Bill

PARCEL ONE

For the Point of Beginning commence at a 10" square concrete monument located on the northerly boundary of the U. S. Corps of Engineers Reservation, being on a bearing of South 65°13' East, and a distance of 16.62 feet from the westernmost corner of Lot 6, Block 4 of South Beach Park Subdivision as shown in Plat Book 6, Page 77, of the public records of Dade County, said monument designated "C" having coordinates of X-784,440.39, and Y-521,912.47. Said monument also lies approximately South 24°27'26" West, a distance of 592.30 feet South of, and North 65°36'16" East, a distance of 554.97 feet west of the northeast corner of the northwest 1/4 of Section 10, Township 54 South, Range 42 East. From said Point of Beginning, thence run along the northerly boundary of said land South 65°36'16" East, passing through a monument designated "A", at a distance of 713.87', a total distance of 1,476.52 feet, more or less, to its intersection with the erosion control line established for the Miami Beach renourishment project as shown on Dade County Plat File Number 24-5342-12, Sheet 1 of 14, dated 25 July 1977; run thence South 23°41'12" East, along said erosion control line and its extension, a distance of 630.14 feet, more or less, to the Mean High Water line of the northerly shoreline of the "Government Cut" for the Entrance Channel of Miami Harbor; run thence northwesterly along said Mean High Water line on an approximate bearing of North 65°35'19" West, a distance of 1,945.66 feet, more or less, to a point on the Mean High Water line which lies South 24°25'50" West, a distance of 50 feet, more or less, from U. S. Corps of Engineers monument "Wiggins"; thence run North 24°25'50" East, a distance of 50 feet, more or less, to monument "Wiggins"; thence continue North 24°25'50" East, 370.43 feet to monument "C", and the Point of Beginning.

The above-described tract or parcel of land contains 16.52 acres, more or less. The bearings and distances stated herein are based on the Mercator Grid System of the East Zone of Florida.

PARCEL TWO

For a Point of Reference commence at monument "C" as described in Parcel One above, run thence along the northeasterly line of the U. S. Corps of Engineers Reservation, North 65°35'12" West, a distance of 151.63 feet, more or less, to a steel pin set in concrete, designated monument "C"; thence run South 87°38'37" West a distance of 208.58 feet along the northwesterly boundary of the U. S. Corps of Engineers Reservation to monument "West", having coordinates of X-784,093.91 and Y-521,966.52, said point being the Point of Beginning of the tract being described herein.

From said Point of Beginning, run thence South $57^{\circ}41'41''$ West, a distance of 226.20 feet to U. S. Corps of Engineers monument "Virgil", having coordinates of X-783,902.72 and Y-521,845.63; thence continue South $57^{\circ}41'41''$ West a distance of 4.0 feet, more or less, to the face of an existing steel bulkhead and the approximate north shore of the Entrance Channel to Miami Harbor; thence run Northwesterly along the north shore of Miami Harbor on an approximate bearing of North $32^{\circ}05'08''$ West, a distance of 132.34' more or less, to a point which lies South $87^{\circ}38'37''$ West, a distance of 265.09 feet from monument "West"; thence run North $87^{\circ}38'37''$ East along the northwesterly boundary of the U. S. Corps of Engineers Reservation passing thru a concrete monument designated "F" at a distance of 121 feet, more or less, for a total distance of 265.09 feet to monument "West", and the Point of Beginning.

The above-described tract or parcel of land contains 0.35 acre, more or less. The bearings and distances stated herein are based on the Mercator Grid Systems of the East Zone of Florida.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

This is a corrective quitclaim deed for the purpose of amending Paragraph 9 of the Corrective Quitclaim Deed from Grantor to Grantee dated July 18, 1980, and of deleting Paragraphs 2, 5, and 6 of said deed, which are no longer applicable.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Miami Beach, Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on December 6, 1978, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of

the other party, and such amendments shall be added to and become a part of the original application.

2. There is further reserved to the U. S. Army Corps of Engineers, in a 50' wide strip extending from the mean high water line landward along the North bank of the Miami Cut, with access thereto, a perpetual and assignable right and easement to construct, operate and maintain channel improvement works on, over and across the land described, for the purposes as authorized by the Act of Congress approved 13 June 1902, including the rights to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate, dredge, cut away, and remove any or all of said land; and for such other purposes as may be required in connection with said work of improvement.

3. There is reserved to the Grantor all those contractual rights and benefits accruing to the United States from that certain document entitled "Contract Between the United States of America and the City of Miami Beach for Recreational Development at the Existing North Jetty, Miami Harbor, Florida, Project" executed on behalf of the United States on 13 August 1976 and approved on behalf of the Secretary of the Army on 10 November 1976, as implemented by that certain lease from the Secretary of the Army to the City of Miami Beach, FL, numbered DACW17-1-77-2,

dated 17 May 1977, for a 50-year term commencing on 1 December 1976 and ending on 30 November 2026, covering 1.7 acres of Government-owned fee land and certain easement interests and improvements thereon. Such rights and benefits include, but are not limited to, the enforcement of all provisions of said contract relative to obligations assumed by the City of Miami Beach for operation, maintenance and replacement of the improvements constructed under said contract for the 50-year term of said lease.

4. This conveyance is made subject to continued use and occupancy by the U.S. Coast Guard of a suitable land area and building, comparable to that presently covered by Permit DACW17-4-68-2 (a copy of which is attached as Exhibit A), for so long as the Coast Guard shall need the use and occupancy of said land area and building for its radio D.F. calibration station.

5. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

6. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance; provided, however, that a portion of the premises may be leased by Grantee to Specialty Restaurants Corporation for the development, construction, and operation of a restaurant. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

7. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

8. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are

needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

9. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those

imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, of his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

10. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered.

12. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 15th day of April, 1985.

UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior.

Through:

Robert M. Baker
Southeast Regional Director
National Park Service

By: W. Thomas Brown

WITNESSES:

Viggy Shuff
Clady Whitman

STATE OF Georgia)
COUNTY OF Fuller) ss

On this 15th day of April, 1985, before me, the subscriber, personally appeared W. Thomas Brown, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed

of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

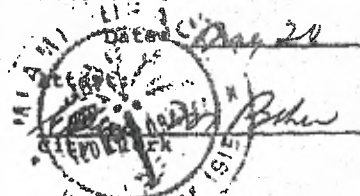
Mellie W. Parks
NOTARY PUBLIC



My commission expires:

Notary Public, George State of Florida
My Commission Expires Oct. 10, 1986

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.



By: *[Signature]*
Rob W. Parkins, City Manager

STATS OF FLORIDA
COUNTY OF DADE

)
) ss
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On this 20th day of August, 1985, before me, the undersigned Officer, personally appeared Rob W. Parkins, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is the City Manager of the City of

F.O.

M. Louise Burnett
5-9-85

Miami Beach, Florida, that he is duly designated, empowered and authorized by a resolution of the City Commission of the City of Miami Beach, Florida, to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Miami Beach, Florida for the purposes and uses therein described.

[Signature]
NOTARY PUBLIC



My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 3/31/2020
NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF DADE:

I, ELAINE M. BAKER, City Clerk of the City of Miami Beach, Florida, do hereby certify that the above and foregoing is a true and correct copy of the original thereof on file in this office.

WITNESS my hand and the seal of said City
this 1st day of July, A.D. 19
ELAINE M. BAKER
City Clerk of the City of Miami Beach, Florida

By: *[Signature]*
Deputy

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD NUMBER
RICHARD P. BRUNKE
CLERK CIRCUIT COURT