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CLERK OF CIRCUIT AND COUNTY COURTS
MIAMI-DADE COUNTY FL

Prepared by and return to:

Julissa M. Garcia

NTAAC

711 NW 23rd Avenue, Suite 101

Miami, FL 331

Document Cover Sheet

Document Title:

ABROGATION AND RELEASE OF RESTRICTIONS



(Note: This cover page is being used solely to allow space for the recording information of this document.)

ABROGATION AND RELEASE OF RESTRICTIONS

THIS ABROGATION AND RELEASE AGREEMENT (the "Agreement") is made this 20th day of January 2023, by and between the UNITED STATES OF AMERICA (the "United States" or the "Government"), acting by and through the Administrator of General Services ("GSA"), whose address is 77 Forsyth Street, S.W., Atlanta, GA 30303, under and pursuant to the powers and authority contained in the provisions of the Property Act, 40 U.S.C. § 101, § 553 (formerly the Federal Property and Administrative Services Act of 1949), and the regulations and orders promulgated thereunder (collectively "the Act"), hereinafter referred to as "Grantor," and **Miami-Dade County, formerly Metropolitan Dade County**, (the "County"), a political subdivision of the State of Florida, having an address at 111 NW 1st Street, Miami, Florida 33128, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, the Government originally conveyed to the County, by deed dated October 5, 1989, recorded in Official Record Book 14605, Page 3570 ("Original Deed") of the Records of the Clerk of the Circuit Court, Dade County, property formerly known as (P) Hercules Missile Site HM-95, consisting of approximately 114.8 acres, more or less, (the "Property"), a true and correct copy of the legal description for the Property which is attached hereto marked **Exhibit "A"** and made a part hereof; for the exclusive, restricted use for correctional purposes pursuant to the authority of 40 USC §553; and

WHEREAS, pursuant to the authority of 40 USC §553, the Property was conveyed subject to the restrictive covenant that it shall be used and maintained for the correctional purposes for which it was conveyed in perpetuity, and that if the Property ceases to be used or maintained for that purpose, all or any portion of the Property shall, in its then existing condition, at the option of



the Government, revert to the Government (the "Use Restrictive Covenant and Right of Reversion"); and

WHEREAS, the County has been unable to proceed with its intended correctional facility project in compliance with the Use Restrictive Covenant and Right of Reversion that requires the County to use and maintain the Property for correctional purposes, as set forth in the Original Deed, and has requested from the Government to be released from this covenant so that the County may pursue other beneficial use of the property; and

WHEREAS, GSA has the authority under the Act to abrogate the Use Restrictive Covenant and Right of Reversion set forth in the Deed; and

WHEREAS, the County wishes the Government to abrogate the Use Restriction Covenant and Right of Reversion in order to allow the redevelopment of the property; and

WHEREAS, GSA has determined that abrogation of the Use Restriction Covenant and Right of Reversion is in the best interest of the United States of America.

NOW THEREFORE, in consideration of the payment by the GRANTEE of Four Million Five Hundred Ninety Thousand Dollars (\$4,590,000.00), and the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR and GRANTEE agree to the following:

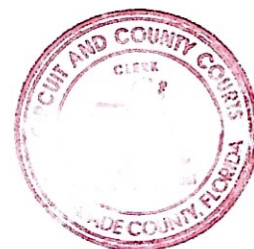
1. GRANTOR, by execution of this Agreement, releases the GRANTEE, its successors and assigns, from the Use Restrictive Covenant and Right of Reversion and removes the use restrictions affecting the Property, as set forth in the Original Deed.
2. GRANTOR, by execution of this Agreement, removes, releases and extinguishes its rights provided in the Original Deed to retake possession of the Property and exercise its Right of Reversion.



3. GRANTEE, by execution of this Agreement, acknowledges that the Grantor retains the reservation of all oil, gas, and other minerals, in, under, and upon the Property, to itself and its assigns, as reserved and retained by the Original Deed, and nothing in this agreement shall convey, remise, or release the Grantor's interest.
4. Nothing contained in this Agreement shall be construed as any release by the Grantor of any other terms, conditions, reservations, and agreements contained in the Original Deed, which shall remain in full force and effect, except for those stated expressly herein.

IN WITNESS WHEREOF, to indicate their agreement to the provisions contained in this Agreement, the Grantor and the Grantee have executed this document, effective on the date this document is fully executed below.

[Signature pages follow.]



GRANTOR:

UNITED STATES OF AMERICA

Acting by and through the Administrator of General Services

By: Lori P. Dennis

Lori Dennis
Disposal Contracting Officer
Office of Real Property Utilization and Disposal Mid-Atlantic Region **SOUTH EASTERN BRANCH**

GRANTEE:

Miami-Dade County
Florida

By: Alex Muñoz

Alex Muñoz
Internal Services Department Director
Miami-Dade County



U.S. GENERAL SERVICES ADMINISTRATION
ACKNOWLEDGEMENT

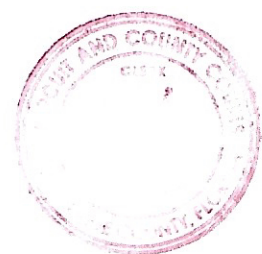
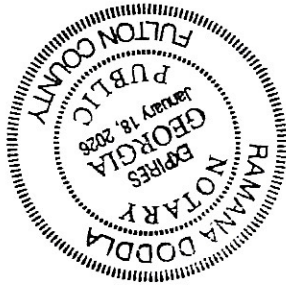
STATE OF GA)
COUNTY OF Fulton)

On this 19th day of Jan 2023, personally appeared before me, a Notary Public in and for the State of Georgia, Lori Dennis, Disposal Contracting Officer, Office of Real Property Utilization and Disposal, Southeastern Branch, General Services Administration, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Administrator of General Services.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.

Ramona Dadd

Notary Public
My Commission Expires: 1-18-2026

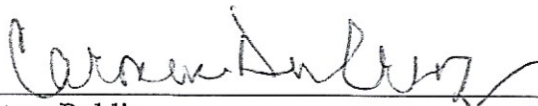


MIAMI-DADE COUNTY

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this 23 day of DECEMBER 2022, personally appeared before me, a Notary Public in and for the State of Florida, Alex Muñoz, Internal Services Department Director, Miami-Dade County, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of Miami-Dade County, Florida.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.



Notary Public
My Commission Expires: SEPT. 8 - 2023

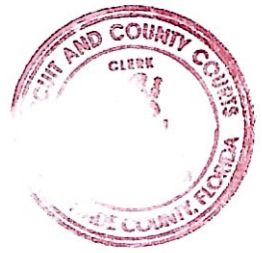
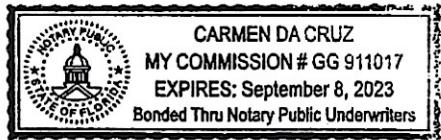


EXHIBIT "A" - LEGAL DESCRIPTION

ISSUING OFFICE FILE NUMBER: 22-96830
FOLIO NO. 30-4812-000-0022

A PORTION OF THE FORMER NIKE HERCULES SITE - HM -95 IN SECTION 12, TOWNSHIP 54 SOUTH, RANGE 38 EAST, DADE COUNTY, FLORIDA, AS SAID SITE IS DESCRIBED IN THAT CERTAIN BARGAIN AND SALE DEED TO THE UNITED STATES OF AMERICA, DATED DECEMBER 9, 1964, AND RECORDED IN OFFICIAL RECORDS BOOK 4405 AT PAGE 547 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12, WITH GRID COORDINATES OF X = 670,917.68 (670,917.65 DEED) AND Y= 513,784.80 (513,784.34 DEED) [AND FOUND COORDINATES OF X=827170.98 Y=513955.63 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011] THENCE RUN NORTH 02 DEGREES 17 MINUTES 38 SECOND WEST, ALONG THE EAST LINE OF SAID SECTION 12 FOR A DISTANCE OF 2447.57 FEET TO A POINT, SAID POINT ALSO BEING 918.83 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 54 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7; THENCE RUN SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 2131.40 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE IMMIGRATION AND NATURALIZATION SERVICE SITE KNOWN AS THE KROME DETENTION CENTER (I.N.S. SITE); THENCE RUN NORTH 02 DEGREES 23 MINUTES 17 SECONDS WEST ALONG THE EAST BOUNDARY OF THE I.N.S. SITE FOR A DISTANCE OF 73.20 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE WESTERLY EXTENSION OF A 60 FOOT WIDE EASEMENT FOR ACCESS TO SAID NIKE HERCULES SITE AND TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE TO RUN NORTH 02 DEGREES 23 MINUTES 17 SECONDS WEST ALONG THE EASTERLY BOUNDARY OF SAID I.N.S. SITE FOR A DISTANCE OF 826.80 FEET; THENCE RUN NORTH 45 DEGREES 59 MINUTES 59 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID I.N.S. SITE FOR A DISTANCE OF 1500 FEET; THENCE RUN SOUTH 44 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF SAID I.N.S. SITE FOR A DISTANCE OF 2300 FEET; THENCE RUN SOUTH 45 DEGREES 59 MINUTES 59 SECONDS EAST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID I.N.S. SITE FOR A DISTANCE OF 550.24 FEET; THENCE RUN SOUTH 87 DEGREES 48 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 828.53 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NIKE HERCULES SITE; THENCE RUN NORTH 02 DEGREES 11 MINUTES 24 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID NIKE HERCULES SITE FOR A DISTANCE OF 2446.90 FEET; THENCE RUN NORTH 89 DEGREES 41 MINUTES 17 SECOND EAST ALONG THE NORTH BOUNDARY OF SAID NIKE HERCULES SITE FOR A DISTANCE OF 3534.31 FEET; THENCE RUN SOUTH 02 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID NIKE HERCULES SITE FOR A DISTANCE OF 2263.88 FEET TO A POINT ON THE NORTHERN BOUNDARY OF SAID 60 FOOT WIDE EASEMENT FOR ACCESS TO SAID NIKE HERCULES SITE; THENCE RUN SOUTH 89 DEGREES 43 MINUTES 33 SECOND WEST ALONG THE WESTERLY EXTENSION OF THE NORTH BOUNDARY OF SAID EASEMENT FOR A DISTANCE OF 383.96 FEET TO A POINT ON THE EAST BOUNDARY OF SAID EASEMENT FOR A DISTANCE OF 383.96 FEET TO A POINT ON THE EAST BOUNDARY OF SAID I.N.S. SITE AND TO THE POINT OF BEGINNING

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original as it lies in my office on
_____, AD 2023
WITNESS my hand and official Seal.
Clerk of Circuit and County Courts
By [Signature] D.C.

