

**JOINT USE AGREEMENT BETWEEN  
MATER ACADEMY FOUNDATION, INC.  
AND TOWN OF CUTLER BAY**

This Joint Use Agreement (“**Agreement**”) is entered into on \_\_\_\_\_ by the **TOWN OF CUTLER BAY**, a Florida municipal corporation (“**Town**”) and **MATER ACADEMY FOUNDATION, INC.**, a Florida not for profit corporation (“**Foundation**”).

**RECITALS**

The Foundation is the owner of a parcel of improved real property located at 22025 SW 87 Avenue, Cutler Bay, Florida with Folio Number 36-6015-000-0040, which property is more particularly described in **Exhibit A** to this Agreement (the “**Property**”).

The Property is improved with five two-story buildings and a single one-story building.

The Property was formerly the site of Bay Point Schools, an educational facility intended to teach at-risk teens job skills.

The construction of the one-story building on the Property (“**Building D**”) was paid for with a grant from Miami-Dade County’s general obligation bond program. However, by the time the building was completed in 2011, Bay Point Schools, the grant recipient, had lost its operational funding from the State of Florida Department of Juvenile Justice, and had shut down its entire operation. As a result, Building D was never utilized as an educational facility.

On May 2, 2016, the Foundation submitted an application to the Town for conditional use approval to develop a charter school on the Property in accordance with the site plan for Mater Academy Bay Elementary prepared by Civica Architectural & Urban Design, Project Number 160103, dated March 21, 2016 and all subsequent revisions approved by the Town and the Foundation (collectively, “**Site Plan**”). The Site Plan is on file with the Town.

By Resolution No. 16-37 (the “**Resolution**”), adopted on July 20, 2016, the Town approved the conditional use of the Property subject to a requirement that the Foundation enter into a use agreement with the Town permitting the Town to use Building D shown on the Site Plan on certain weekends and, to the extent not used by the Foundation, during summer and winter breaks for the purpose of providing meeting space for the Town to hold public meetings, particularly environmental education programs. The Resolution was modified on May 17, 2017 by Resolution No. 17-36; however, the modifications do not affect the requirement for a use agreement.

The Foundation and the Town are entering into this Agreement as required by the Resolution.

**AGREEMENT**

In consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Town and the Foundation, the parties agree as follows:

1. **Defined Terms.** Terms used in this Agreement are defined in the paragraphs where they are first used. The following terms appear throughout this Agreement and have the meanings set forth below.

- 1.1. **Applicable Law.** All municipal, state and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement.
- 1.2. **Attorneys' Fees.** All reasonable attorneys' fees, expenses, and costs incurred by a party to this Agreement in connection with any matter arising under this Agreement, including, without limitation, paralegal fees, in-house attorneys' fees, and all fees, taxes, costs and expenses incident to trial, appellate, bankruptcy and post-judgment proceedings.
- 1.3. **Building D.** The building labeled as Building D on the Site Plan, together with those portions of the Property incidental to the use of Building D, but not including the Parking Areas.
- 1.4. **Business Day.** Any day that Cutler Bay Town Center (i.e., Cutler Bay Town Hall) is open for business.
- 1.5. **Effective Date.** The date that this Agreement is fully executed by both parties to this Agreement.
- 1.6. **Foundation Parties.** The Foundation and its officers, directors, employees, agents, and representatives, jointly and severally.
- 1.7. **Parking Areas.** The paved parking areas serving Building D as shown on the Site Plan.
- 1.8. **Property.** The real property located at 22025 SW 87 Avenue, Cutler Bay, Miami-Dade County, Florida with Folio Number 36-6015-000-0040, and more particularly described in **Exhibit A**.
- 1.9. **School.** The charter school to be operated by the Foundation on the Property, which is known as Mater Academy Cutler Bay.
- 1.10. **Town Parties.** The Town and its elected officials, employees, agents and representatives, jointly and severally.
- 1.11. **Town Representative.** The Town Manager or another individual designated by the Town to represent the Town as required by this Agreement.
2. **Exhibits.** The following exhibits are attached to this Agreement and are an integral part of this Agreement.

**Exhibit A - Legal Description of the Property**

3. **Grant of Use Right.** The Foundation hereby grants to the Town, and the Town accepts from the Foundation, the non-exclusive right to use Building D during the time periods set forth in this Agreement, for the purposes set forth in this Agreement.
  - 3.1. **Grant of Access Easements.** The Foundation hereby grants the Town non-exclusive easements for vehicular and pedestrian ingress, egress and access over and across the walkways, roadways, and Parking Areas on the Property as needed for the Town and its officers, employees, agents, guests and invitees to access Building D and the Parking Areas during the "**Town Use Periods**" defined below.

4. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and will automatically terminate at such time as the Property ceases to be used as a school.
5. **Covenant Running with the Land.** This Agreement shall be a covenant running with the Land and shall be binding on the Town and the Foundation, and their respective successors and assigns.
6. **Event Programming and Determination of Town Use Periods.**
  - 6.1. **Event Programming.** The Foundation and the Town will collaborate to set out proposed event programming in Building D for the Town's use during certain weekends, summer and winter school breaks as mutually agreed to between the Foundation and the Town ("**Town Use Events**"), provided that the Foundation and the Town shall use commercially reasonable efforts to collaborate and program no fewer than eight (8) events per year. To the extent the Town wishes to hold any additional Town Use Events, the Town shall make such request in writing to the Foundation, and the Foundation will work with the Town to schedule such additional Town Use Events. The Foundation and the Town shall make a good faith effort to provide the Town Use Events free of costs; however, in the event any costs are incurred, the Foundation shall collaborate with the Town to charge an admissions charge (or similar fee) to attendees of such Town Use Events in order to cover the costs, or, alternatively, such costs shall be paid in accordance with, and subject to, Subsection 6.3 hereof.
  - 6.2. **Town Use Periods.** The "**Town Use Periods**" for Building D will consist of those certain weekends, summer and winter school breaks where the Foundation has scheduled a Town Use Event for such use as mutually agreed to between the Foundation and the Town.
  - 6.3. **Notice Requirements.** Upon the mutual agreement between the Town and the Foundation as to any Town Use Event, the Foundation shall deliver to Town an estimate of the costs, if any, to be incurred by the Town for such Town Use Event (the "**Budget Notice**"). In the event that the Town does not agree to pay such costs as outlined in the Budget Notice, then the Town shall provide the Foundation with written notice of such decision within five (5) days of delivery of the Budget Notice, and the Foundation shall then cancel such Town Use Event. In the event that the Town fails to respond to the Foundation in writing following delivery of the Budget Notice, then such failure shall be deemed Town's agreement to proceed with the Town Use Event and any costs associated with such Town Use Event as outlined in the applicable Budget Notice. The Town shall reimburse the Foundation for any costs of Town Use Events within fifteen (15) days of the Foundation's delivery to Town of an invoice for such costs. Notwithstanding anything contained in this Agreement to the contrary, there shall be no charge to the Town for the actual use of Building D.
7. **Limitations on Use.** Neither the Foundation nor the Town will permit any activities in Building D that have the potential to damage Building D or to cause extraordinary wear and tear.

8. **Use of Parking Areas.** The Town and its officers, employees, agents, guests and invitees will have the right to use the Parking Areas on the Property during scheduled Town Use Periods. The Town will be responsible for insuring that no cars or other vehicles are parked anywhere other than in designated parking spaces during the Town's use of Building D.
9. **Use of Restroom Facilities.** The Town and its officers, employees, agents, guests and invitees will have the right to use the restrooms serving Building D during the Town Use Periods.
10. **Intentionally Deleted.**
11. **Intentionally Deleted.**
12. **Intentionally Deleted.**
13. **Insurance.**
  - 13.1. **Property Insurance.** The Foundation will be responsible for maintaining casualty insurance for Building D, with a minimum coverage of \$1,000,000.
  - 13.2. **Commercial General Liability Insurance.** The Town and the Foundation will each maintain a commercial general liability policy covering any claims arising out of their respective uses of Building D, with a minimum coverage of \$1,000,000.
14. **Damage or Destruction of Property.**
  - 14.1. **Casualty.** In the event that Building D is destroyed or damaged by fire, windstorm or other casualty so that Building D is rendered unfit for use, the Foundation will repair, replace, or restore the damaged or destroyed portions of Building D to a safe, secure and useable condition within a reasonable period of time, based upon the scope and nature of the damages, costs of the necessary repairs, and availability of insurance proceeds for such repairs. In the event that the Foundation, in its reasonable discretion, chooses not to repair or restore Building D after any such destruction by fire, windstorm or other casualty, and Building D is rendered unfit for use, this Agreement shall terminate.
  - 14.2. **Damage by Town.** Any damage or destruction to Building D or any other portion of the Property arising out of the Town's use of Building D or other portion of the Property, and caused by the Town's actions, failure to act, negligence, or willful misconduct will be promptly repaired by the Town at the Town's sole cost and expense, so as to return Building D or any other portion of the Property so damaged or destroyed to the condition prior to said damage or destruction.
15. **Eminent Domain.** If any part of Building D is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The Town may pursue all available remedies against the taking authority but will have no interest in any award made to the Foundation.
16. **Hazardous Materials.** For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives,

radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term “**Environmental Law**” shall mean any Applicable Law related to environmental conditions on, under, or about the Property, or arising from the Town’s use or occupancy of Building D or other portions of the Property, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Property. The term “**Hazardous Substances Discharge**” shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Property which is caused by the Town or arises at any time from the Town’s use or occupancy of Building D.

- 16.1. **No Violations by Town.** The Town shall not cause or permit to occur: (a) any violation of any Environmental Law in Building D or elsewhere on Property; or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Property, or the transportation to or from Building D across portions of the Property of any Hazardous Substance.
- 16.2. **Town’s Obligations Regarding Environmental Laws.** The Town shall, at the Town’s expense, comply with all applicable Environmental Laws with respect to the Town’s use of Building D and the Parking Areas. The Town shall, at the Town’s expense, make all submissions to, provide all information required by, and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to Building D and the Parking Areas during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the Town’s use of Building D or the Parking Areas, then the Town shall, at the Town’s expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The Foundation shall promptly notify the Town of any notices or communications received from any entity in relation to any environmental issues on the Property, and shall promptly provide the Town with all information reasonably requested by the Town regarding the Town’s alleged use, generation, storage, transportation or disposal of Hazardous Substances in or at the Property.
- 16.3. **Indemnification by Town.** The Town shall indemnify and hold harmless the Foundation Parties from and against any loss, cost, liability, damage, claim or expense, including Attorneys’ Fees, suffered or incurred by a Foundation Party arising out of, or in connection with, any Hazardous Substances Discharge on the Property demonstrated to have been caused by a Town Party, subject to the limitations included within Section 768.28, Florida Statutes. The obligations and liability of the Town under this paragraph shall survive the expiration, cancellation or termination of this Agreement.

- 16.4. **Indemnification by the Foundation.** The Foundation shall indemnify and hold the Town Parties harmless from and against any loss, cost, liability, damage, claim or expense, including Attorneys' Fees, suffered or incurred by a Town Party, arising out of, or in connection with, any liability for any Hazardous Substances Discharge demonstrated to have been caused by a Foundation Party. The obligations and liability of the Foundation under this paragraph shall survive the expiration, cancellation or termination of this Agreement.
17. **Liability.**
- 17.1. **Limitation of Town Liability.** Subject to the provisions and monetary limitations of Section 768.28 of the Florida Statutes (as may be amended), and to the extent permitted by law, the Town shall not be liable for any damage or injury which may be sustained by any Foundation Party, or by any person using the Property, other than damage or injury resulting from any acts, omissions, negligence or improper conduct of a Town Party or resulting from the Town's failure to perform its obligations under this Agreement.
- 17.2. **Limitation of Foundation Liability.** The Foundation shall not be liable for any damage or injury which may be sustained by a Town Party or by any person using the Property during a Town Use Period, other than damage or injury resulting from any acts, omissions, negligence or improper conduct of a Foundation Party or resulting from the Foundation's failure to perform its obligations under this Agreement.
18. **Indemnification.**
- 18.1. **Indemnification by Foundation.** The Foundation agrees to indemnify and hold harmless the Town Parties from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence or willful misconduct of the Foundation as it relates to Building D and the Parking Areas and arises out of this Agreement.
- 18.2. **Indemnification by Town.** Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes (as may be amended), the Town agrees to indemnify and hold harmless the Foundation Parties from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence or willful misconduct of the Town as it relates to Building D and the Parking Areas and arises out of this Agreement.
- 18.3. **Survival of Indemnification.** The provisions of this **Section 18** shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of the Town's sovereign immunity.
19. **Default.**
- 19.1. **Notice.** If a party to this Agreement (the "**Defaulting Party**") fails to perform under this Agreement or fails to comply with the terms and conditions of this Agreement (a "**Default**"), the other party hereto (the "**Non-Defaulting Party**") must send written notice (the "**Default Notice**") to the Defaulting Party, according to the notice requirements set forth in this Agreement.



- 19.2. **Opportunity to Cure.** The Defaulting Party will have a period of 30 days after receipt of the Default Notice to either cure the Default or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default.
- 19.3. **Remedies.** If, within 30 days after receipt of a Default Notice, the Defaulting Party fails to either cure its Default, or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default, then the parties agree that the Town Manager and the Foundation's representative will meet and in good faith attempt to cure the Default before either party initiates legal action to enforce this Agreement. If a Default occurs and continues beyond the applicable cure periods set forth in any schedule for curing same (as provided for in the preceding paragraph), the Non-Defaulting Party will be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right to damages and/or specific performance, or cancellation of this Agreement.
20. **Florida Public Records Law.**
- 20.1. **Obligation to Keep Public Records.** The Foundation agrees to keep and maintain public records in the Foundation's possession or control pertaining to the Foundation's performance under this Agreement. The Foundation additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. The Foundation shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 20.2. **Records Available to Town.** Upon request from the Town's custodian of public records, the Foundation shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 20.3. **Records Property of Town.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 20.4. **Delivery of Records to Town.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Foundation shall be delivered by the Foundation to the Town Manager, at no cost to the Town as soon as reasonably practicable. The Foundation will deliver all such records stored electronically by the Foundation to the Town in a format that is compatible with the Town's information technology systems. After the public records have been delivered to the Town upon completion or termination of this Agreement, the Foundation shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 20.5. **Withholding of Compensation.** Any compensation due to the Foundation shall be withheld until all records are received as provided herein.
- 20.6. **Termination of Agreement upon Failure to Comply.** The Foundation's failure or refusal to comply with the provisions of this **Section 20** shall result in the immediate termination of this Agreement by the Town.
- 20.7. **Custodian of Records. If the Foundation has questions regarding the application of Chapter 119, Florida Statutes, to the Foundation's duty to provide public records relating to this Agreement, the Foundation should contact the custodian of public records:**

**Debra E. Eastman, MMC, Town Clerk**  
**Email: Townclerk@Cutlerbay-Fl.Gov**  
**10720 Caribbean Boulevard**  
**Cutler Bay, Florida 33189**  
**Phone: 305-234-4262**  
**Fax: 305-234-4251**

21. **Representations Regarding Authority.**
- 21.1. **Authority of Town.** The Town has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the Town of its obligations under this Agreement, have been duly authorized by all necessary actions of the Town, and do not contravene or conflict with any rules, regulations, policies or laws governing the Town, or any other agreement binding on the Town. The individual executing this Agreement on behalf of the Town has full authority to do so.
- 21.2. **Authority of Foundation.** The Foundation has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the Foundation of its obligations under this Agreement, have been duly authorized by all necessary actions of the Foundation, and do not contravene or conflict with any rules, regulations, policies or laws governing the Foundation, or any other agreement binding on the Foundation. The individual executing this Agreement on behalf of the Foundation has full authority to do so.
22. **Notices.** All notices, demands, requests and other communications required under this Agreement must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such delivery; (ii) certified mail, return receipt requested, (iii) a nationally recognized overnight delivery service which provides delivery confirmation; or (iv) electronic mail with read receipt provided. Notices must be sent to the Town and the Foundation at their respective addresses set forth below. Notice will be deemed to have been given upon receipt or refusal of delivery of notice sent by one of the four foregoing methods. Any notice delivered after 5:00 p.m. will be deemed to be delivered on the following Business Day. Any party may designate a change of address by written



notice to the other party, received by such other party at least ten days before the change of address is to become effective.

22.1. **Notices to Town.** Notices to the Town under this Agreement must be sent to:

Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33089  
Attention: Town Manager  
Telephone: 305-234-4262  
Fax: 305-234-4251  
Email: rcasals@cutlerbay-fl.gov

**With a copy to**

Weiss Serota Helfman Cole & Bierman, P.L  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, Florida 33134  
Attention: Chad Friedman, Esq.  
Telephone: 305-854-0800  
Fax: 305-854-2323  
Email: cfriedman@wsh-law.com

22.2. **Notices to Foundation.** Notices to the Foundation under this Agreement must be sent to:

Mater Academy Foundation, Inc.  
7901 NW 103 Street  
Hialeah Gardens, Florida 33016  
Attention: Antonio L. Roca, President  
Telephone: 305-828-1886  
Fax: 305-828-6175  
Email: aroca@materacademy.com

**With a copy to:**

Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131  
Attention: Hugo P. Arza, Esq.  
Telephone: 305-789-7783  
Fax: 305-789-7799  
Email: hugo.arza@hklaw.com

23. **Additional Provisions (in alphabetical order).**

23.1. **Amendment.** No modification or amendment of this Agreement will be of any force or effect unless in writing and executed by the Town and the Foundation.

- 23.2. **Assignment.** This Agreement may not be assigned by any party to this Agreement, without the prior written consent of the other party.
- 23.3. **Attorneys' Fees.** In any litigation between the Town and the Foundation arising out of this Agreement, the prevailing party is entitled to recover its Attorneys' Fees.
- 23.4. **Construction of Agreement.** Both parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.
- 23.5. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or by facsimile will be treated as original signatures.
- 23.6. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties relating to the Town's use of Building D and the Parking Areas. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties, concerning the Town's use of Building D and the Parking Areas.
- 23.7. **Governing Law; Venue.** This Agreement will be interpreted and enforced in accordance with Florida law. The venue for any disputes will be Miami-Dade County, Florida.
- 23.8. **No Personal Liability of Individuals.** The parties acknowledge that this Agreement is entered into by a governmental entity and a Florida nonprofit corporation. The parties agree that no elected official, officer, employee, agent, advisor, representative, or attorney of any party to this Agreement will have any personal liability under this Agreement.
- 23.9. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
- 23.10. **Police/Regulatory Powers.** The Town cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval rights or enforcement rights as they may relate to regulations of general applicability which may govern the Property, or any operations at the Property. Nothing in this Agreement will be deemed to create an affirmative duty of the Town to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements.

- 23.11. **Recording.** This Agreement or a memorandum of it may be recorded by the Town in the Public Records of Miami-Dade County.
- 23.12. **Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.
- 23.13. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as to do so would not affect the overall purpose or intent of the Agreement.
- 23.14. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Town and the Foundation and their respective legal representatives, successors, and permitted assigns.
- 23.15. **Time of the Essence.** Time is of the essence with respect to the performance of the parties to this Agreement.
- 23.16. **Time Periods.** Whenever a notice or performance due under this Agreement falls on a Saturday, Sunday or legal holiday recognized by the Town, the notice or performance will be postponed to the next Business Day.
- 23.17. **Waiver.** No waiver of any provision of this Agreement will be deemed to have been made unless such waiver is in writing and signed by the party waiving the provision. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as waiving or relinquishing such provision in the future.
- 23.18. **Waiver of Trial by Jury.** **The Town and the Foundation hereby voluntarily waive any right to a trial by jury in any action, proceeding or counterclaim brought by either party against the other with respect to any matter arising out of or in connection with this Agreement or with the Town's use of Building D or the Parking Areas.**

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

<p><b>Witnesses:</b></p> <p>Signature: _____</p> <p>Print name: _____</p> <p>Signature: _____</p> <p>Print name: _____</p>	<p><b>TOWN OF CUTLER BAY</b>, a Florida municipal corporation</p> <p>By: _____ Rafael G. Casals, Town Manager</p> <p><b>Date:</b> _____</p> <p><b>ATTEST:</b></p> <p>By: _____ Debra E. Eastman, MMC, Town Clerk</p>
<p><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND BENEFIT OF THE TOWN ONLY BY:</b></p> <p>Weiss Serota Helfman Cole &amp; Bierman, P.L., Town Attorney</p> <p>By: _____</p>	

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on \_\_\_\_\_  
by Rafael G. Casals as Town Manager of Town of Cutler Bay, a Florida municipal corporation.  
He is personally known to me or has presented a \_\_\_\_\_ as  
identification.

[SEAL]

\_\_\_\_\_  
Notary Public

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

Commission Expires: \_\_\_\_\_

<b>Witnesses:</b>  Signature: _____  Print name: _____  Signature: _____  Print name: _____	<b>MATER ACADEMY FOUNDATION, INC.,</b> a Florida not for profit corporation  By: _____  <b>Date:</b> _____
---	---

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on \_\_\_\_\_  
 by \_\_\_\_\_ as \_\_\_\_\_ of Mater Academy  
 Foundation, Inc., a Florida not for profit corporation. He or she is personally known to me or has  
 presented a \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public

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

Commission Expires: \_\_\_\_\_

**Exhibit A to Joint Use Agreement**

**Legal Description of the Property**

**PARCEL A**

**A Tract or Parcel of land located in the NW 1/4 of Section 15, Township 56 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:**

**For a point of reference, COMMENCE at the Northwest corner of said Section 15; run thence South 0 degrees 58 minutes 00 seconds East along the West line of said Section 15, a distance of 1255.43 feet to a point; thence North 89 degrees 05 minutes 55 seconds East, a distance of 125 feet to the POINT OF BEGINNING.**

**From the POINT OF BEGINNING, continue North 89 degrees 05 minutes 55 seconds East, a distance of 1380 feet to a point; thence South 0 degrees 58 minutes 00 seconds East, a distance of 1415 feet to the South line of the NW 1/4 of said Section 15; thence South 89 degrees 05 minutes 55 seconds West, a distance of 1380 feet to a point; thence North 0 degrees 58 minutes 00 seconds West, a distance of 1415 feet to POINT OF BEGINNING.**

**PARCEL B**

**Access easement created in instrument dated January 12, 1965, filed January 21, 1965 and recorded in Official Records Book 4446, Page 108, of the Public Records of Miami-Dade County, Florida running over and across the following described lands:**

**A Tract or Parcel of Land located in the NW 1/4 of Section 15, Township 56 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:**

**A Tract or Parcel of Land lying adjacent to and 55 feet on each side of the following described centerline in said Section 15.**

**For a point of reference COMMENCE at the Northwest corner of said Section 15, run thence South 00 degrees 58 minutes 00 seconds East along the West line of said Section 15, a distance of 1255.43 feet to a point; thence North 89 degrees 05 minutes 55 seconds East a distance of 125 feet; thence South 00 degrees 58 minutes 00 seconds East for a distance of 765.49 feet to the point of beginning.**

**From the POINT OF BEGINNING, run thence South 89 degrees 05 minutes 55 second West a distance of 125 feet to the POINT OF TERMINATION.**

**LESS and except from the above described property the property conveyed by Right of Way Deed recorded in Official Records Book 17936, Page 1125.**