OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

Agenda Item No. 10(A)(6)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-1238-08

Subject: Request to execute a Lease Agreement with Carrfour Supportive Housing, Inc. for the development of the Homestead Air Force Base Homeless Complex

Recommendation

It is recommended that the Board of County Commissioners (BCC) authorize the County, through the Miami-Dade County Homeless Trust, to execute a lease with Carrfour Supportive Housing, Inc. (Carrfour) as a development partner to develop approximately 50.95 acres of undeveloped land at the former Homestead Airbase.

Another item on this same agenda recovers 11.59 acres of undeveloped land through an amendment to the current lease agreement with Camillus House, Inc (Camillus House). This item will lease the 11.59 acres recovered from Camillus House and an additional 39.36 acres of undeveloped and non-leased land to Carrfour for the development of a new Homeless Housing Complex at the former Homestead Airbase.

PROPERTY	50.95 acres of land at SW 280 Street and 125 Avenue (The detailed legal description is further described in Exhibit A).
COMMISSION DISTRICT	9
OWNER	Miami-Dade County
LESSEE	CARRFOUR SUPPORTIVE HOUSING, INC.
PROPERTY USE	Residential Homeless Complex that will be developed as 145 units of permanent supportive housing. The balance of the undeveloped property will be utilized for a landscape nursery and fresh market. The latter will serve as a microenterprise for homeless/formerly families.

Background

In 1996, the Miami-Dade County Homeless Trust acquired approximately 84 acres of surplus property on the Homestead Air Base Military Reservation, which is currently in the following state:

- 12 acres are fully developed and under lease to Community Partnership for Homeless, Inc., which houses the 300-bed, full service Homeless Assistance Center.
- 20.31 acres are leased to Camillus House, where fifty-five (55) units of transitional housing have been developed on 8.72 ten acres. On any given day or night, over 500 homeless individuals and families are housed at this site. The 11.59 acres that remain undeveloped are being recovered through an amendment to the County's lease with Camillus House. This lease amendment is also a part of this BCC agenda.
- 39.36 acres are currently undeveloped and not leased. These 39.36 acres, in addition to the 11.59 acres being recovered through the amendment to the lease agreement with Camillus House, make up the 50.95 acres in the lease agreement authorized in this item for execution between the County and Carrfour.
- Approximately 12 acres are dedicated right of way to the public, including roads and a water and sewer pumping station.

On June 30, 2005 the Homeless Trust submitted a Plan to the United States Department of Health and Human Services (US HHS) that focused on the temporary use of this property as a community garden/horticultural training program for homeless people, while simultaneously crafting a development plan for permanent housing, awaiting US HHS determination as to whether permanent supportive housing was permissible pursuant to its policies.

Following years of policy work and support by the County's Office of Intergovernmental Affairs and our US Congressional Delegation, led by US Representative Ileana Ros-Lehtinen, the Homeless Trust obtained permission from US HHS on May 20, 2008 to utilize the undeveloped sections of this property for permanent supportive housing.

On May 6, 2008, via Resolution No. R-525-08, the BCC approved the issuance of a Request for Application(s) to solicit contracts/agreements for a development partner. Carrfour was selected to develop this site.

The County has 36 months to complete development on this site as of the date of approval from US HHS, leaving the County with a project completion deadline of May 19, 2011.

The County, the Homeless Trust, and Carrfour are very interested in pursuing the use of pre-manufactured housing that could be developed very quickly and more cost efficiently than standard construction for either part or all of the development of this site. Carrfour has proposed the use of modular walls that meet all building codes and can be produced offsite more efficiently and with greater cost savings.

Carrfour will be responsible for all aspects of the development and operation of this site. As the lead agency on this project, Carrfour has partnered with experienced entities for the provision of services. Citrus Health Network will provide supportive services to residents, Three Sisters Farm will provide the organic nursery services, and Claire Tomlin of the Market Company will provide the Farmer's Market services. All of these partners have extensive experience in their respective fields.

This lease, subject to approval by US HHS, needs to be executed between Carrfour and the County, through the Homeless Trust in order to allow Carrfour access to the land to develop and operate the permanent supportive housing units, along with the organic nursery and microenterprise.

Fiscal Impact
The issuance of this lease will not create a fiscal impact to the County.

With respect to capital funds for development costs on this site, the Homeless Trust currently has $14 million in Building Better Communities General Obligation Bond (GOB) funds and $1.1 million in capital funds. It is anticipated that additional funds will be leveraged for the development of this site.

Track Record/Monitoring
The project shall be monitored closely by the Homeless Trust and its development consultant, Apple Tree Perspectives. Additionally, bi-annual reports are due to US HHS to ensure compliance with the timelines.

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: November 20, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 10(A)(6)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 10(A)(6)
11-20-08

RESOLUTION NO. **R-1238-08**

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT AT SW 280 STREET AND 125 AVENUE, HOMESTEAD WITH CARRFOUR SUPPORTIVE HOUSING, INC, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PREMISES TO BE UTILIZED FOR A HOMELESS COMPLEX AND TO DEVELOP 50.95 ACRES OF PROPERTY AS HOUSING FOR HOMELESS/FORMERLY HOMELESS FAMILIES, A PRODUCE/LANDSCAPE NURSERY, AND FARMER'S MARKET; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Authorizes the execution of a Lease Agreement, subject to approval by the United States Department of Health and Human Services (US HHS) and in substantially the same form as attached hereto and made a part hereof, between Miami-Dade County and Carrfour Supportive Housing, Inc. a Florida Not-For-Profit Corporation for premises to be utilized for a permanent supportive residential facility for homeless/formerly homeless families, a produce/landscape nursery and farmer's market/retail complex.

Section 2. Authorizes the Mayor or Mayor's Designee to exercise any and all other rights conferred therein, including making any necessary changes to the lease required by US HHS for its approval.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Mandana Dashtaki

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the _____ day of _____, 200_, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD", and CARRFOUR SUPPORTIVE HOUSING, Inc. a Florida not-for-profit corporation, hereinafter called the "TENANT".

RECITALS

1. The LANDLORD owns and has under its jurisdiction an 84.16-acre tract of real property located on the former Homestead Air Force Base (the "South Miami-Dade Homeless Housing Land"). Pursuant to federal laws including the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. §11411, as amended) and regulations promulgated pursuant thereto at 45 C.F.R. part 12 (entitled "Disposal and Utilization of Surplus Real Property to Assist the Homeless"), the South Miami-Dade Homeless Housing Land was conveyed to Miami-Dade County by the United States of America, acting through the Secretary of Health and Human Services ("HHS") by quit claim deed dated June 28, 1996 and recorded July 25, 1996 in the Official Records of Dade County at ORB 17287, pages 4962-4981 (the "Quit-Claim Deed").

2. On the date of the Quit-Claim Deed, the South Miami-Dade Homeless Housing Land was vacant, unimproved land without water and sewer and other essential infrastructure.

3. In order to obtain transfer of the South Miami-Dade Homeless Housing Land to LANDLORD, the LANDLORD submitted a program and plan for the delivery of housing and services to homeless persons to HHS, which HHS approved and incorporated into the Quit-Claim Deed. Central to this approved program and plan as proposed by the LANDLORD in the May 2, 1994 application for use of Underutilized Real Property and the May 19, 1995 Modified Application for Leasing of Properties (as modified from time to time, hereafter referred to as the "Approved Program and Plan") is the provision of temporary and transitional housing and support services such as, but not limited to, needs assessments, medical assessment, counseling, benefits advocacy, education, job readiness and vocational training, drug and alcohol education and treatment, literacy training, family support and preservation services. The LANDLORD was approved by HHS to site, construct and operate temporary housing and support services on the South Miami-Dade Homeless Housing Land under the Approved Program and Plan. Since the time of conveyance, the Miami-Dade County Homeless Trust developed both temporary and transitional housing on approximately thirty-two (32) acres of property currently under lease to the Community Partnership for Homeless ("CPH") and Camillus House.

4. In May, 2008, at the request of the Miami-Dade County Homeless Trust, HHS granted the County permission to develop the remaining property as permanent

supportive housing for homeless families, a produce nursery, and a farmer's market/retail complex to benefit homeless individuals.

5. The Quit-Claim Deed, referenced in paragraphs 1-5, pages 3 and 4, contains, among other provisions, a condition subsequent which requires that for a period of thirty (30) years the South Miami-Dade Homeless Housing Land be used only for purposes in accordance with the Approved Program and Plan. In the event of a breach of any of the said conditions subsequent, HHS may, at its option, have an immediate right of reentry on the subject property and cause a reversion of right, title, and interest to the United States.

6. The Quit-Claim Deed, as required by 45 C.F.R. Section 12.9(d), further provides that the LANDLORD may secure abrogation of the conditions subsequent set forth in paragraphs 1-5, pages 3 and 4, for all or any portion of the South Miami-Dade Homeless Housing Land by: (a) obtaining the consent of the United States, and (b) paying to the United States an amount which represents $1/360^{th}$ of the percentage public benefit allowance granted of the fair market value as of the date of any such abrogation, exclusive of the value of that portion of the South Miami-Dade Homeless Housing Land to be released, for each month of the thirty (30) year period to be abrogated.

7. On May 6, 2008, pursuant to Resolution No. 525-08, the Board of County Commissioners ("BCC") approved the issuance of a Request for Applications ("RFA") to enter into contracts and/or agreements with a development partner for approximately fifty-two (52) acres of undeveloped land at the former Homestead Airbase. The Resolution also stated that a lease would be developed with the entity selected to develop the property and subsequently submitted to the BCC for their review and approval.

8. As a result of a RFA, Carrfour Supportive Housing was selected as the development partner for this site and thereby becomes the TENANT under this agreement. In connection therewith, LANDLORD and TENANT have or will enter into a certain Agreement for Services, as may be modified from time to time (collectively, the "Services Agreement").

9. The LANDLORD, through independent contractors, intends to develop the South Miami-Dade Homeless Housing Land to provide 145 units of permanent supportive housing, a nursery and Farmer's Market / retail complex and services for homeless persons.

10. The LANDLORD is desirous of leasing a portion of the South Miami-Dade Homeless Housing Land (hereinafter referred to as the "Demised Premises" and is more particularly described herein) to the TENANT in order to facilitate the provision of the aforementioned services, which are consistent with the allowable uses of such land pursuant to the quit Claim Deed.

11. LANDLORD and TENANT desire to enter into this Lease Agreement to permit TENANT to site, construct, and thereafter operate 145 units of permanent supportive housing for homeless families, a nursery and Farmer's Market/retail complex and services for homeless persons to be located on the Demised Premises, subject to and as specifically stated in the terms and conditions as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration and an annual payment of One Dollar ($1.00) by the TENANT to the LANDLORD, the receipt and sufficiency of which and hereby acknowledged, the parties hereto agree as follows:

THIS AGREEMENT made on the _____ day of , 200_, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("LANDLORD"), and CARRFOUR SUPPORTIVE HOUSING, INC. ("TENANT")

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the premises described as follows:

See Exhibit A, which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said TENANT for a term of thirty (30) years, commencing on the date that all parties execute the HHS-approved Lease, for a total rental of One Dollar and 00/100 ($1.00), payable in annual installments.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
RECITALS

The above recitals are true and do hereby constitute a part of this Lease Agreement.

ARTICLE II
PREMISES TO BE LEASED

The LANDLORD for and in consideration of the restriction and covenants herein contained, hereby leases to the TENANT, and the TENANT hereby agrees to lease from the LANDLORD, the portion of the South Miami-Dade Homeless Housing Land described as follows (the "Demised Premises"):

See Exhibit A, which is attached hereto and incorporated herein by reference.

This area of the Demised Premises shall be developed by TENANT to provide 145 units of permanent supportive housing, a nursery and Farmer's Market / retail complex and services for homeless persons.

ARTICLE III
TERM OF LEASE AGREEMENT

The term of this Lease Agreement shall be for a period of thirty (30) years, commencing on the date of execution of this HHS-approved Agreement (the "Commencement Date"). Rent shall be one dollar ($1.00) per year.

ARTICLE IV
CONDITION AND USE OF DEMISED PREMISES

TENANT shall be obligated to undertake certain environmental remediation actions with respect to the Demised Premises as more fully set forth in the Services Agreement.

TENANT shall have the full control, custody, right and used of the Demised Premises at all times. It is understood by TENANT that it is to use the Demised Premises for the express purpose of providing permanent housing and various services consistent with the provisions of the Quit-Claim Deed for the benefit of homeless persons. For purposes of the Lease Agreement the term "Homeless" shall be defined as such term is defined in 45 C.F.R. Sec. 12a(1). Upon failure of the TENANT to use the Demised Premises in accordance with the approved uses as provided in this Lease Agreement and in the Quit-Claim Deed, LANDLORD may terminate this Lease Agreement in accordance with Article XX of this Agreement. Upon termination, any improvements and all assets and property incorporated into such improvements other than personalty which is not permanently affixed to the Demised Premises will become the property of the LANDLORD.

ARTICLE V
ACKNOWLEDGMENT OF DEED RESTRICTIONS

The TENANT acknowledges that the Demised Premises were conveyed to the LANDLORD by the Quit-Claim Deed, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, pursuant to the Federal Property and Administrative Services Act of 1949 (41 U.S.C. §251, et seq., as amended), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. § 11411, as amended), and regulations promulgated pursuant to C.F.R. Part 12a. (collectively referred to as the "Act"). TENANT and LANDLORD each covenant and agree not to take, cause to be taken, or omit to take, any action that could cause the United States of America to exercise its option to reenter the Demised Premises pursuant to its authority under the Quit-Claim Deed or the Act, and cause all right, title and interest therein to revert to the United States of America. This Agreement is expressly subject to all rights of the United States of America under the Quit-Claim Deed, and is expressly subject to the terms of the Quit Claim Deed and the Act.

ARTICLE VI
UTILITIES

Responsibility for the installation or costs of any utilities of the Demised Premises shall be delineated by the terms of the Services Agreement.

ARTICLE VII
MAINTENANCE

Responsibility for the costs of any maintenance of the Demised Premises shall be delineated by the terms of the Services Agreement.

ARTICLE VIII
IMPROVEMENTS BY TENANT

The TENANT may, at its sole discretion, construct improvements on the Demised Premises, subject to the prior written approval of the LANDLORD; said approval shall not be unreasonably withheld. Responsibility for the cost and expense of such improvements shall be determined pursuant to the terms of the Services Agreement.

ARTICLE IX
CONSTRUCTION RELATED LIENS

All persons, firms or corporations dealing with the TENANT, if any, in respect to the furnishing of any labor, services or materials for any improvements, are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said land or improvements, but that credit and liability of the TENANT only shall be relied upon for payment of the cost of such improvements. The TENANT shall include language to the effect of the foregoing sentence in all its agreement, if any.

Should TENANT undertake improvements to the Demised Premises as permitted by this Lease Agreement, the TENANT agrees that it will not permit any mechanic, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to the TENANT for the Demised Premises. Notwithstanding the above, the TENANT shall have the right to contest the validity thereof. The TENANT shall immediately pay any and all judgment decrees rendered against the TENANT, following the conclusion of such legal processes, with all proper costs and charges, and shall cause any such liens to be released of record without cost to the LANDLORD.

ARTICLE X
TITLE TO IMPROVEMENTS

Title to all improvements to the Demised Premises and all assets and property incorporated into such improvements shall be vested in the LANDLORD. This Section applies during the term of the Lease Agreement and upon expiration, termination, or cancellation of this Lease Agreement. The LANDLORD shall have no liability or obligation to the TENANT's contractors,

subcontractors, and materialmen performing work on or supplying materials for construction of any improvements. The TENANT warrants that no mortgage, liens, or other encumbrances whatsoever will be placed against the Demised Premises and any improvements thereon by TENANT, unless expressly agreed to in writing by the LANDLORD and the United States of America.

ARTICLE XI
DESTRUCTION OF PREMISES

In the event improvements on the Demised Premises should be destroyed or damaged by fire, windstorm or other casualty to the extent that the improvements are rendered untenantable or unfit for the purpose of TENANT, TENANT shall provide LANDLORD with written notification within ninety (90) days following such destruction or damage. The extent or repair and whether to repair the improvements will be determined pursuant to the terms of the Services Agreement.

ARTICLE XII
ASSIGNMENT

The TENANT shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement, without prior written approval of the LANDLORD and, if required by the Quit-Claim Deed, the written approval of the United States of America.

ARTICLE XIII
INSURANCE

Insurance required by the LANDLORD to be maintained by the TENANT shall be governed by the terms of the Services Agreement.

ARTICLE XIV
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved onto the Demised Premises by TENANT shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to the TENANT for any damage to said personal property unless caused by or due to the negligence of the LANDLORD, the LANDLORD's agents, or the LANDLORD's employees, subject to all limitations of section 768.28, Florida Statutes.

ARTICLE XV
LANDLORD'S RIGHT OF ENTRY

The LANDLORD, or any of its agents, shall have the right to enter onto the Demised Premises and all improvements thereon during all reasonable working hours, to examine the same or to make such additions, inspections, or alterations as deemed necessary. Such periodic inspections may also aid in determining whether the TENANT is operating the Demised Premises and improvements thereon in compliance with the terms and provisions of this Lease Agreement.

Additionally, in the event of emergency, as determined at the discretion of the LANDLORD, the LANDLORD shall have the right to enter the Demised Premises and improvements thereon at any time.

ARTICLE XVI
TENANT'S RIGHT OF ACCESS

LANDLORD agrees and hereby grants to TENANT, for the term of this Lease Agreement, a right of access and a license and privilege to enter upon and use, for the purpose of ingress and egress, adjacent roadways, pursuant to the LANDLORD's authority under the Quit-Claim Deed. This right of access to said roadways for the purpose of ingress and egress shall terminate upon any dedication and acceptance of the roadways by a public entity, and thereafter TENANT shall have such rights as are granted to the public.

ARTIVLE XVII
PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease Agreement, the LANDLORD agrees that the TENANT shall and may peaceably have, hold and enjoy the above described Demised Premises, without hindrance or interruption of the LANDLORD.

ARTICLE XVIII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, with the exception of those caused by the act or negligence, in whole or in part, of LANDLORD or its employees. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Section 768.28, Florida Statutes.

ARTICLE XIX
SUCCESSORS INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case expressly named.

ARTICLE XX
TERMINATION

This Agreement will automatically terminate without any provision of notice, in the event:

A. Except as expressly permitted by the Agreement, the TENANT voluntary or involuntary assigns this Lease Agreement without prior written approval of the LANDLORD and the United States of America as required; or

B. The United States of America exercises its Right of Reentry pursuant to the Quit-Claim Deed, requiring title to the Demised Premises to revert back to the United States of America; or

C. Termination of the Services Agreement.

The LANDLORD shall have the right to terminate this Lease Agreement after a thirty (30) day prior written notice is sent by registered or certified mail to the TENANT of the occurrence of any one or more of the following, unless the same shall have been corrected within such period (or if same cannot be corrected within such period, TENANT has failed to commence such corrective action and to thereafter diligently prosecute same to completion in accordance with a scheduled approved by the LANDLORD), except as otherwise provided for in this Lease Agreement:

A. In the event the TENANT shall abandon or vacate the Demised Premises before the end of the term of this Lease Agreement, or discontinue operations hereunder or under the Services Agreement for a period of thirty (30) consecutive days or more; or

B. In the event that the Demised Premises are used by the TENANT for any purpose other than as permitted by this Lease Agreement; or

C. In the event that improvements on the Demised Premises are destroyed or damaged and the LANDLORD and TENANT elect not to repair or rebuild improvements on the Demised Premise as provided in Article XI above; or

D. In the event that the TENANT fails to perform any covenant of this Lease Agreement or the Services Agreement; or

E. In the event that the TENANT fails to perform any covenant of any agreement or contract between the LANDLORD and TENANT, including, but not limited to, the Services Agreement or non-performance of any covenant of this Lease; or

F. In the event that the TENANT fails to secure and maintain all necessary governmental approval, including but not limited to: obtaining and maintaining requisite zoning approvals, permits, licenses, as specified by Article XXIII herein.

Notwithstanding any provision to the contrary herein, in the event the TENANT violates this Lease Agreement and/or the Services Agreement and such a violation results in a defect in the Demised Premises that poses a substantial risk of injury to persons or damage to property, the LANDLORD may terminate this Lease Agreement upon the provision of written notice to the TENANT under the procedures provided in the Services Agreement.

This Lease Agreement shall be subject to termination by the TENANT in the event of a non-performance by the LANDLORD of any covenant or agreement herein or in any other agreement or contract between LANDLORD and TENANT required to be performed by the LANDLORD and the failure of the LANDLORD to remedy same within a reasonable period of time, but in no event less than thirty (30) days, following receipt of written notice from the TENANT of such default.

ARTICLE XXI
UNITED STATES' ASSERTION OF RIGHT OF REENTRY AND REVERTER

In the event that the United States asserts its right of reentry pursuant to the Quit-Claim Deed to cause all right, title, and interest in all or a portion of the South Miami-Dade Homeless Housing Land to revert to the United States, then the following shall occur:

1. The LANDLORD shall provide the TENANT with written notice within three (3) business days of such assertion by the United States by providing to the TENANT copies of all notices and all other communications from the Unites States;

2. The LANDLORD and the TENANT, separately or jointly, shall take all immediate, necessary and appropriate steps to identify the cause of and cure the breach(es) underlying the United States' assertion of its right of reentry and reverter;

3. If the United States' assertion of its rights of reentry and reverter is due to violation(s) of conditions subsequent numbered 1,2,3,4 and 5 of the Quit-Claim Deed ("Conditions Subsequent"), then the LANDLORD may at its sole discretion move to secure abrogation of such conditions by (a) obtaining the consent of the United States; (b) determining, pursuant to the provisions of 45 C.F.R. Section 12.9(d) (and/or any other applicable laws, rules or regulations), the amount of any such payment to the United States necessary to secure abrogation of the violated conditions subsequent ("Abrogation Payment"), Upon such determination, the Abrogation Payment shall be paid to the United States as follows:

(i) in the event of a violation of the Condition Subsequent by the TENANT, then the TENANT shall promptly make the necessary Abrogation Payment; and

(ii) in the event of a violation of the Conditions Subsequent by the LANDLORD, then the LANDLORD shall promptly make or cause to be made the necessary Abrogation Payment.

In the event that the party responsible to make the necessary Abrogation Payment as provided above refuses to or fails to make promptly such Abrogation Payment, then the non-responsible party may make such payment, and upon written demand, recover any amount paid from the party responsible for same as provided above plus interest from the date of demand until repaid.

ARTICLE XXII
NOTICES

It is understood and agreed between the parties that written notice shall be addressed and sent by hand, certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows, or as may be changed from time to time:

LANDLORD:
Executive Director
The Miami-Dade County Homeless Trust
111 Northwest 1st Street, Suite 2710
Miami, Florida 33128

TENANT:
Executive Director
Carrfour Supportive Housing
2828 Coral Way, Suite 500
Miami, Florida 33145

This shall constitute sufficient notice to the TENANT and the LANDLORD pursuant to this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law. Notice shall be effective either upon receipt or five (5) days after mailing, whichever occurs first.

ARTICLE XXIII
PERMITS, REGULATIONS, AND LICENSING COMPLIANCE WITH LAWS

The TENANT covenants and agrees that during the term of this Lease Agreement the TENANT will obtain, at its sole cost and expense, all permits and approvals from applicable governmental authorities necessary for the construction, use and operation of the Demised Premises, and that all uses of the Demised Premises will be in conformance with all applicable law, ordinances, and resolutions, if any. The Demised Premises is subject to various permits and approvals by the

LANDLORD (Miami-Dade County) during construction undertaken on the Demised Premises, including but not necessarily limited to approvals by the Miami-Dade Water and Sewer Department and Miami-Dade County Department of Planning, Development, and Regulation. The Board of County Commissioners and/or properly authorized officials of Miami-Dade County retain the right to exercise their discretion to disapprove permits and approvals in connection with the facilities and such disapproval shall not constitute a breach of this Lease Agreement or any obligation of the LANDLORD. The TENANT shall have in place continuously and throughout the term of this Lease Agreement all required licensing by the State of Florida or federal departments or agencies of the United States for the specific use as set forth in the Lease Agreement. Failure of the TENANT to secure all necessary approvals and permits and to maintain at all time required licensing shall entitle the LANDLORD to place TENANT in default if same if not corrected within applicable grace periods.

ARTICLE XXIV
FEDERAL, STATE AND COUNTY LAWS, REGULATIONS AND REQUIREMENTS

The TENANT agrees that during the term of this Lease Agreement, services to be provided on the Demised Premises shall benefit those individuals who meet the definition of homeless contained in Section 12a.1 of the HHS Regulations, 45 C.F.R. Part 12a.

The TENANT shall comply with all applicable standards, orders, or regulations issues pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. §1857, et seq., as amended); the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq., as amended); Section 508 of the Clean Water Act (33 U.S.C. §1368); Environmental Protection Agency regulations (CFR Title 40); and Executive Order 11783.

ARTICLE XXV
BONDS

Should the TENANT undertake improvements to the Demised Premises as provided for in Article VIII, the TENANT shall deliver within ten (10) days prior to the commencement of construction of any improvements, at its own cost and expense, a completion and payment bond with a surety meeting the qualifications acceptable to the General Services Administration's Risk Management Division of Miami-Dade County. The bond shall be for the full amount of contemplated construction work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers, and materialmen.

ARTICLE XXVI
NON-DISCRIMINATION

Affirmative Action Plan – The TENANT shall report to the LANDLORD information relative to the equality of employment opportunities whenever so requested by the LANDLORD.

Assurance of Compliance with Section 504 of the Rehabilitation Act – The TENANT shall report its compliance with Section 504 of the Rehabilitation Act, 29 U.S.C. §794, whenever requested by the LANDLORD.

Civil Rights – TENANT agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations where applicable; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §2000d, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the TENANT must submit an affidavit attesting that it is not in violation of the Acts. If the TENANT or any owner, subsidiary, or other firm affiliated with or related to the TENANT is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the TENANT and the TENANT will be considered to be in default under this Agreement.

ARTICLE XXVII
WRITTEN AGREEMENT

The Lease Agreement may be modified substantively only by resolution approved by Board of Miami-Dade County Commissioners, approval of the TENANT and, if required, approval of the United States of America, Department of Health and Human Services. Non-substantive amendments to this Lease Agreement, as determined by the LANDLORD's Attorney, may be approved by the LANDLORD with the approval of the TENANT, and, if required, approval of the United States of America, Department of Health and Human Services. The Services Agreement, which may be amended upon mutual consent of the parties by the Mayor or Mayor's designee, shall be incorporated into, and be considered a part of, this Lease Agreement.

ARTICLE XXVIII
MISCELLANEOUS

Governing Law. This Lease Agreement shall be construed and governed in accordance with the laws of the State of Florida.

Headings and Titles. The brief headings or titles preceding each provision are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of the Lease Agreement.

Severability. If any section, subsection, sentence, clause or provision of the Lease Agreement is held to be illegal or invalid, same shall be given its nearest legal meaning or be construed as deleted, and the remainder of this Lease Agreement shall not be affected thereby.

Effective Date. This Lease Agreement will be effective as provided in Article III, upon the approval hereof by the United States of America and proper execution by all parties hereto.

IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

LANDLORD:

(OFFICIAL SEAL)

MIAMI-DADE COUNTY

ATTEST

By:_____
Deputy Clerk

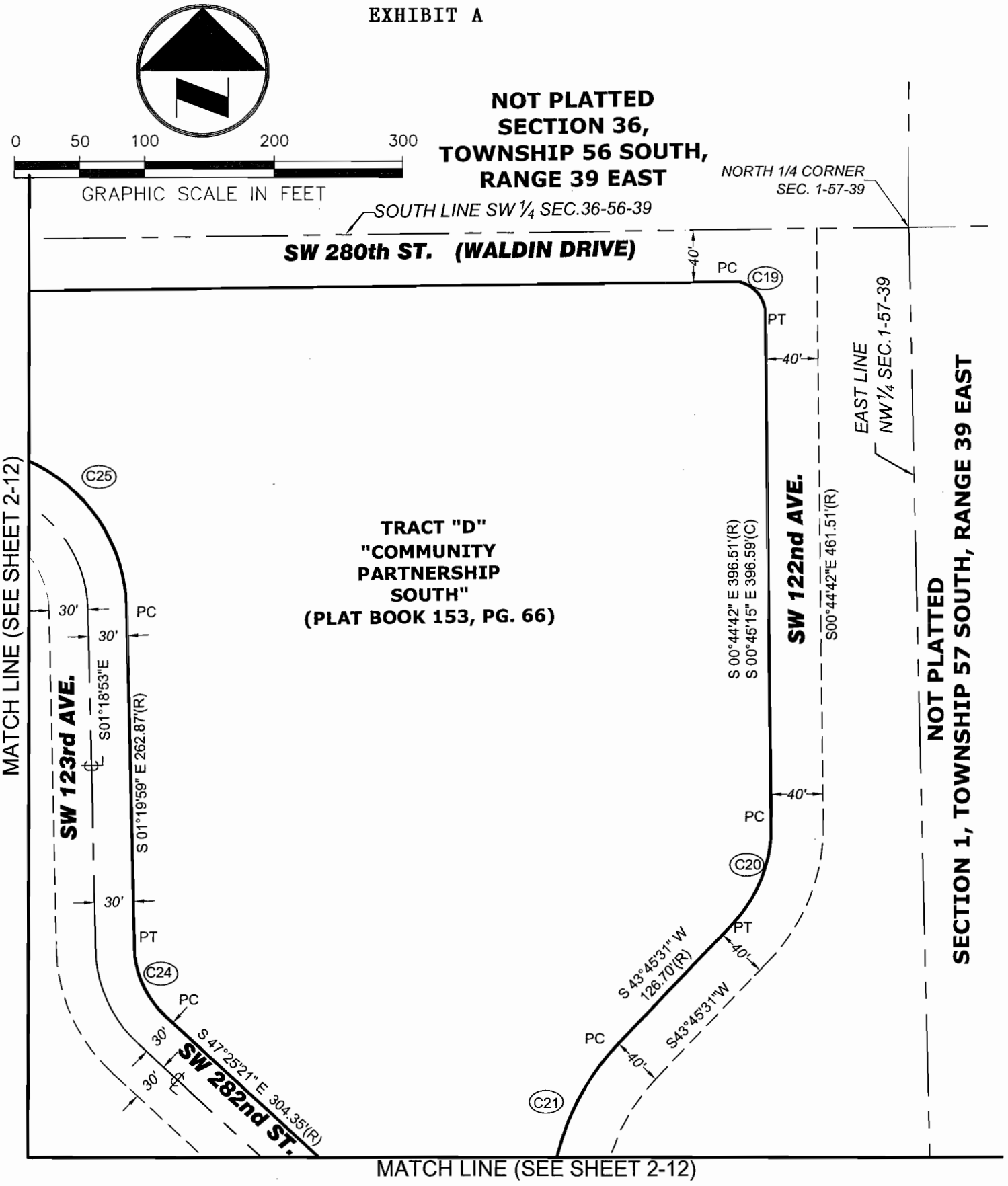
By:_____
Name: George M. Burgess
Title: County Manger

TENANT:

CARRFOUR SUPPORTIVE HOUSING, INC.
A Florida Not-for Profit Corporation

By:_____
Name:
Title: Chairperson

EXHIBIT A



THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:11 AM

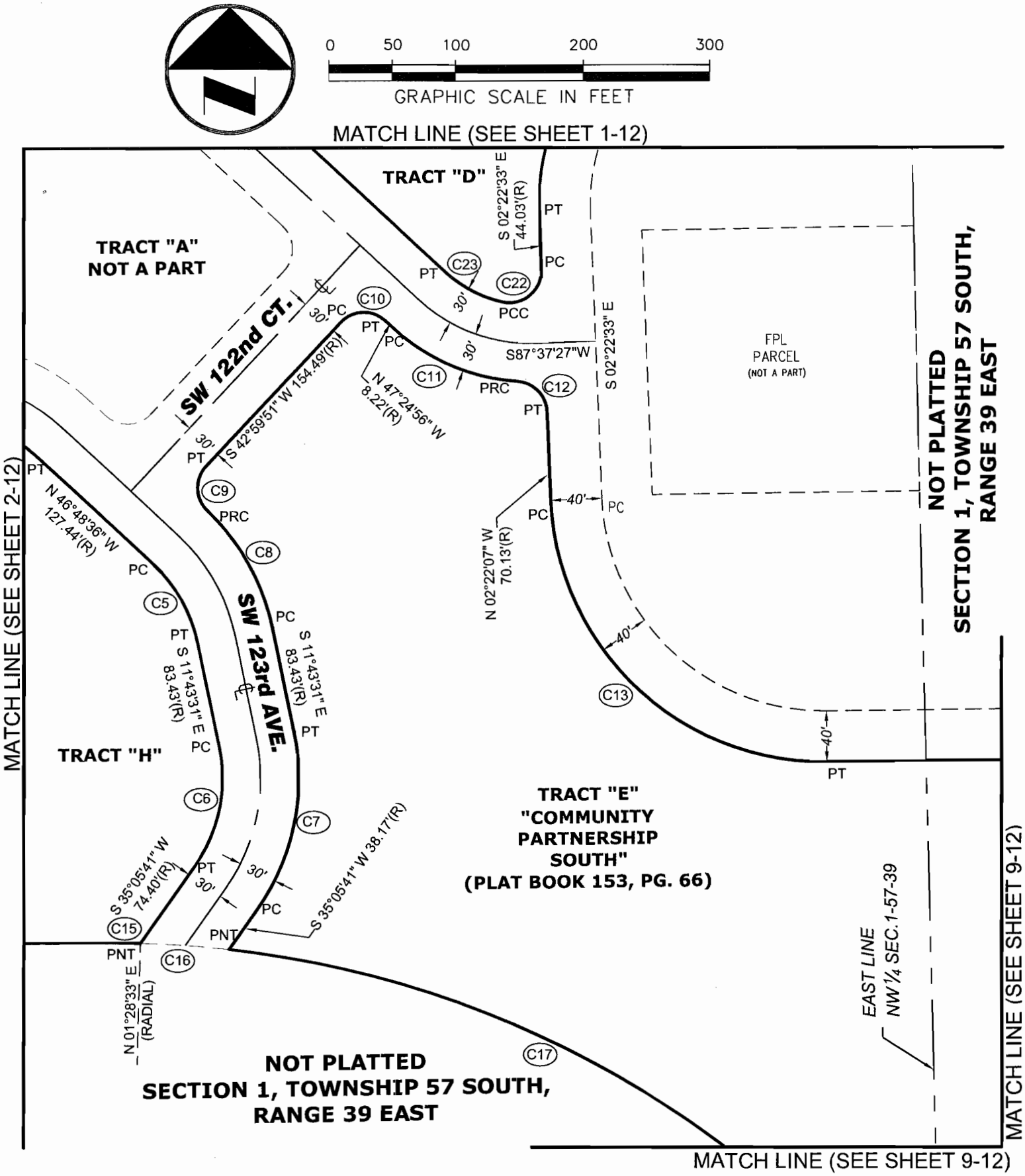
PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

19

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08
REVISIONS:	
1#	
2#	
3#	
4#	
JOB NO.	100005131 0101.L
DRAWN	Z.C.P.
CHECKED	Z.C.P.
QC	D.W.D.

SHEET: 1 OF 12



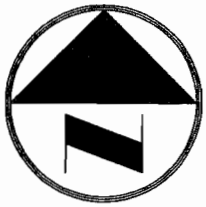
THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:11 AM

PBS&J 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	20 **SKETCH TO ACCOMPANY LEGAL DESCRIPTION**	ORIGINAL: 11-03-08 REVISIONS: 1 # 2 # 3 # 4 #	JOB NO. 100005131 0101.L DRAWN Z.C.P. CHECKED Z.C.P. QC D.W.D. SHEET: 2 OF 12



0 50 100 200 300

GRAPHIC SCALE IN FEET

SOUTH LINE SW 1/4 SEC.36-56-39

SW 280th ST. (WALDIN DRIVE)

40'

N 89°15'18" E 1329.36'(R)

TRACT "D"
"COMMUNITY PARTNERSHIP SOUTH"
(PLAT BOOK 153, PG. 66)

S 89°15'18" W 727.48'(R)

PT

SW 280th TERR.

30' 30' 30' 30'

MATCH LINE (SEE SHEET 5-12)

MATCH LINE (SEE SHEET 1-12)

TRACT "A"

NOT A PART

MATCH LINE (SEE SHEET 4-12)

THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:12 AM

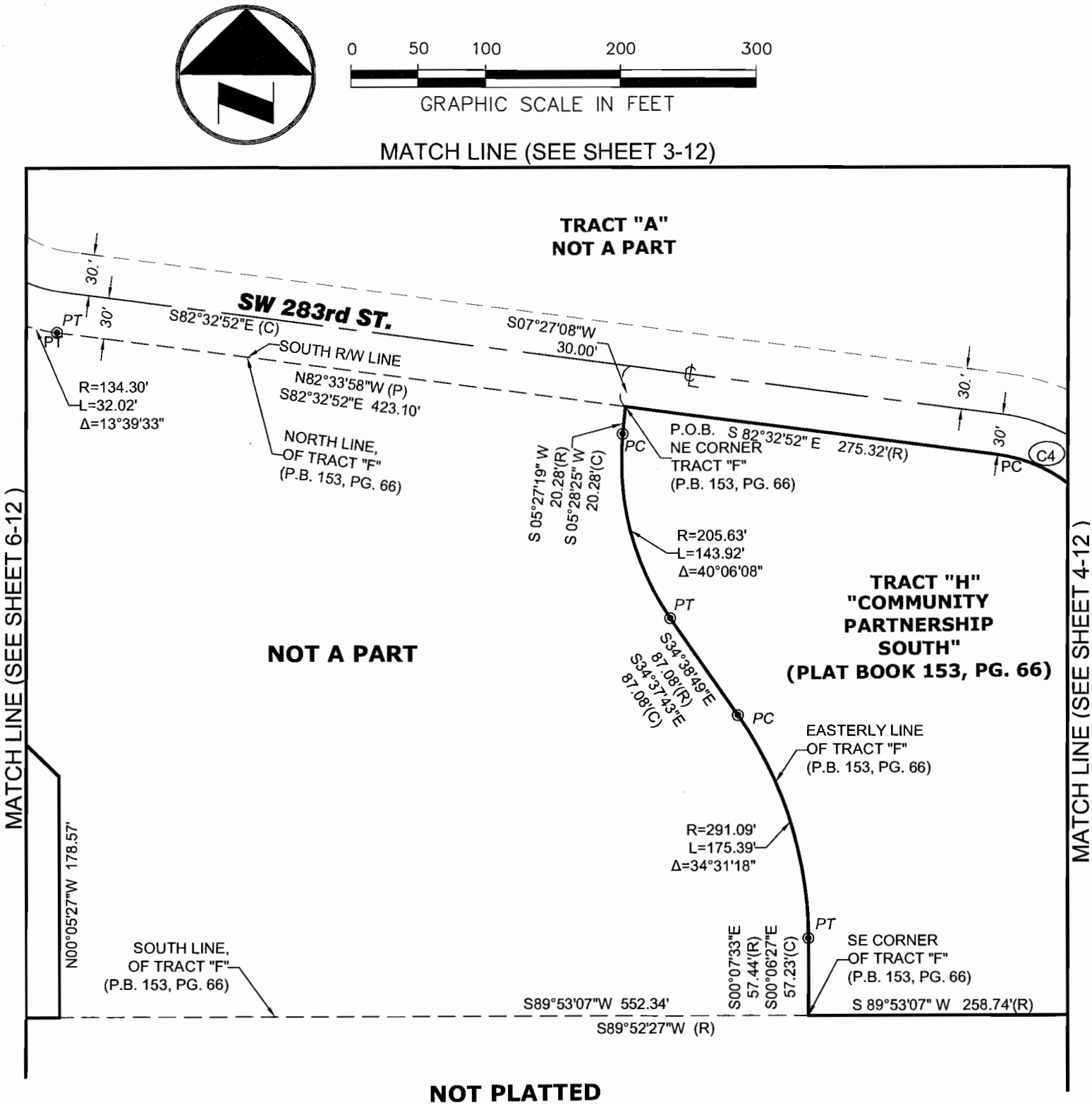
PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

21

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL: 11-03-08
REVISIONS:
1 #
2 #
3 #
4 #

JOB NO. 100005131 0101.L
DRAWN Z.C.P.
CHECKED Z.C.P.
QC D.W.D.



NOT PLATTED
SECTION 1, TOWNSHIP 57 SOUTH,
RANGE 39 EAST

THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

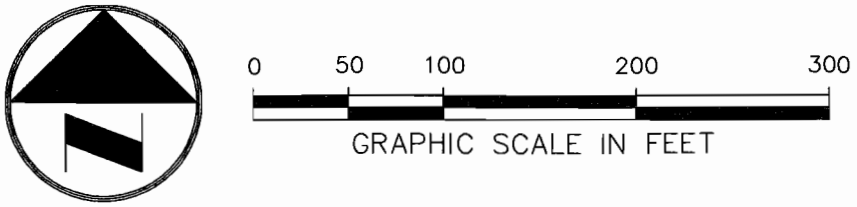
DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:12 AM

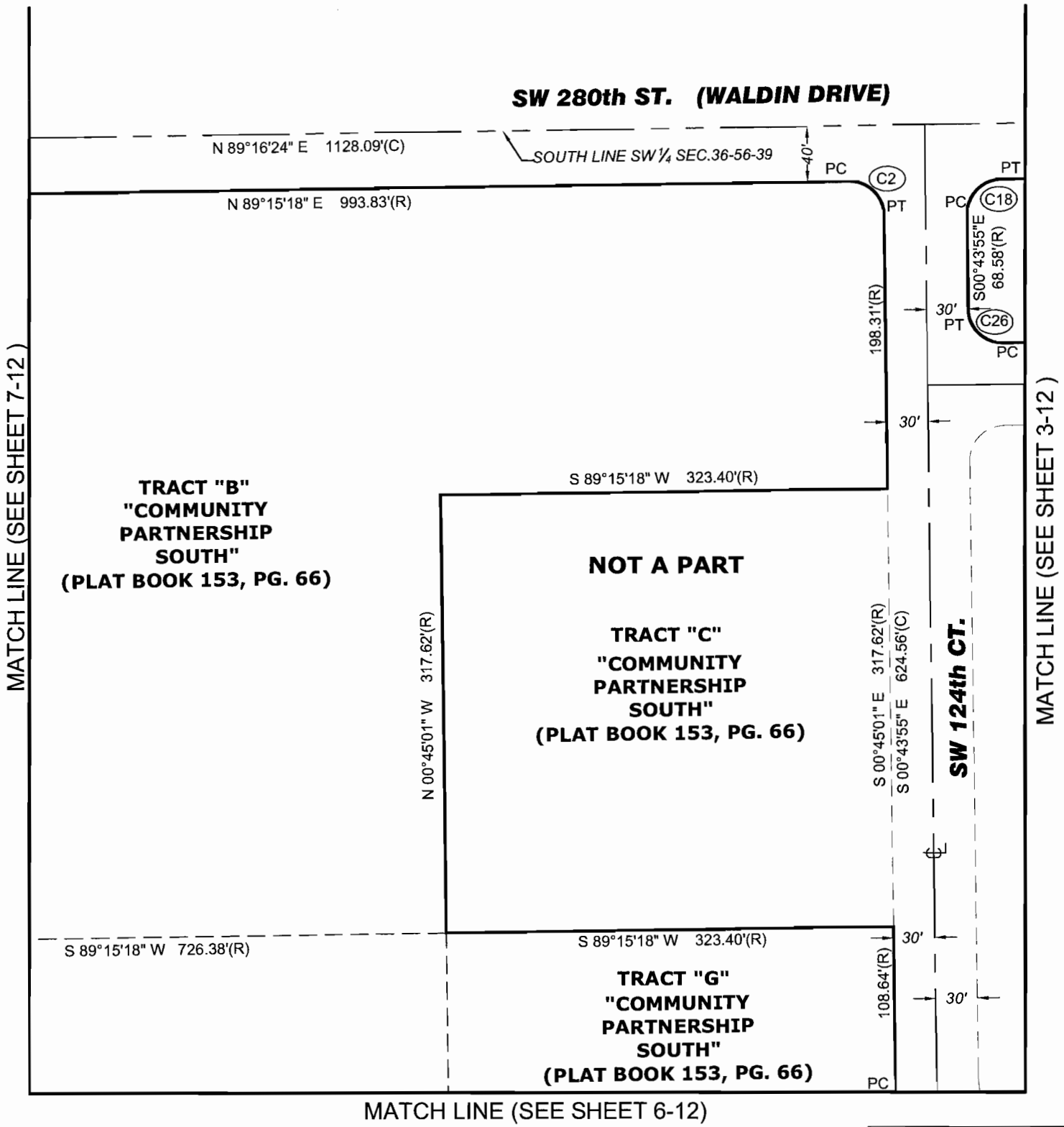
PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

22

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08
REVISIONS:	
1#	
2#	
3#	
4#	
JOB NO.	100005131 0101.L
DRAWN	Z.C.P.
CHECKED	Z.C.P.
QC	D.W.D.





THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

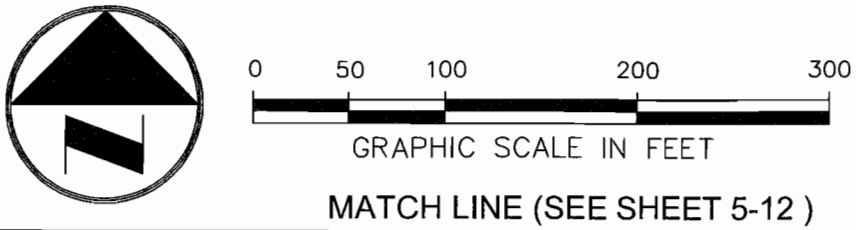
NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:12 AM

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08
REVISIONS:	
1#	
2#	
3#	
4#	
JOB NO.	100005131 0101.L
DRAWN	Z.C.P.
CHECKED	Z.C.P.
QC	D.W.D.



MATCH LINE (SEE SHEET 5-12)

NOT A PART
MIAMI-DADE
COUNTY PROPERTY
(O.R.B. 19902, PG.3295)

NORTHWESTERLY
CORNER OF
TRACT "F"
(P.B. 153, PG. 66)

C3

N 00°45'01" W 308.52'(R)

N34°20'36"E
52.59'(D),(C)

SOUTHEASTERLY
LINE OF TRACT "G"
(P.B. 153, PG. 66)

PNT

N55°40'30"W(D)
S55°39'24"E
50.00'(C)
S34°19'30"W(D)

N34°19'30"E (R)
N34°20'36"E
91.92'(C) (NOT
RADIAL)

SOUTH LINE,
OF TRACT "G"
(P.B. 153, PG. 66)

S 89°15'18" W 354.91'(R)

N89°16'24"E
133.10'

N00°05'50"W 159.04'

NOT A PART

MOST SOUTHEASTERLY
CORNER OF TRACT "G"
(P.B. 153, PG. 66)

S89°58'15"W
113.85'

N46°12'22"W
143.23'

MATCH LINE (SEE SHEET 8-12)

TRACT "F"
"COMMUNITY
PARTNERSHIP
SOUTH"
(PLAT BOOK 153, PG. 66)

MATCH LINE (SEE SHEET 4-12)

S 89°52'27" W (R)
1168.55'(C)

NOT PLATTED
SECTION 1, TOWNSHIP 57 SOUTH,
RANGE 39 EAST

THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

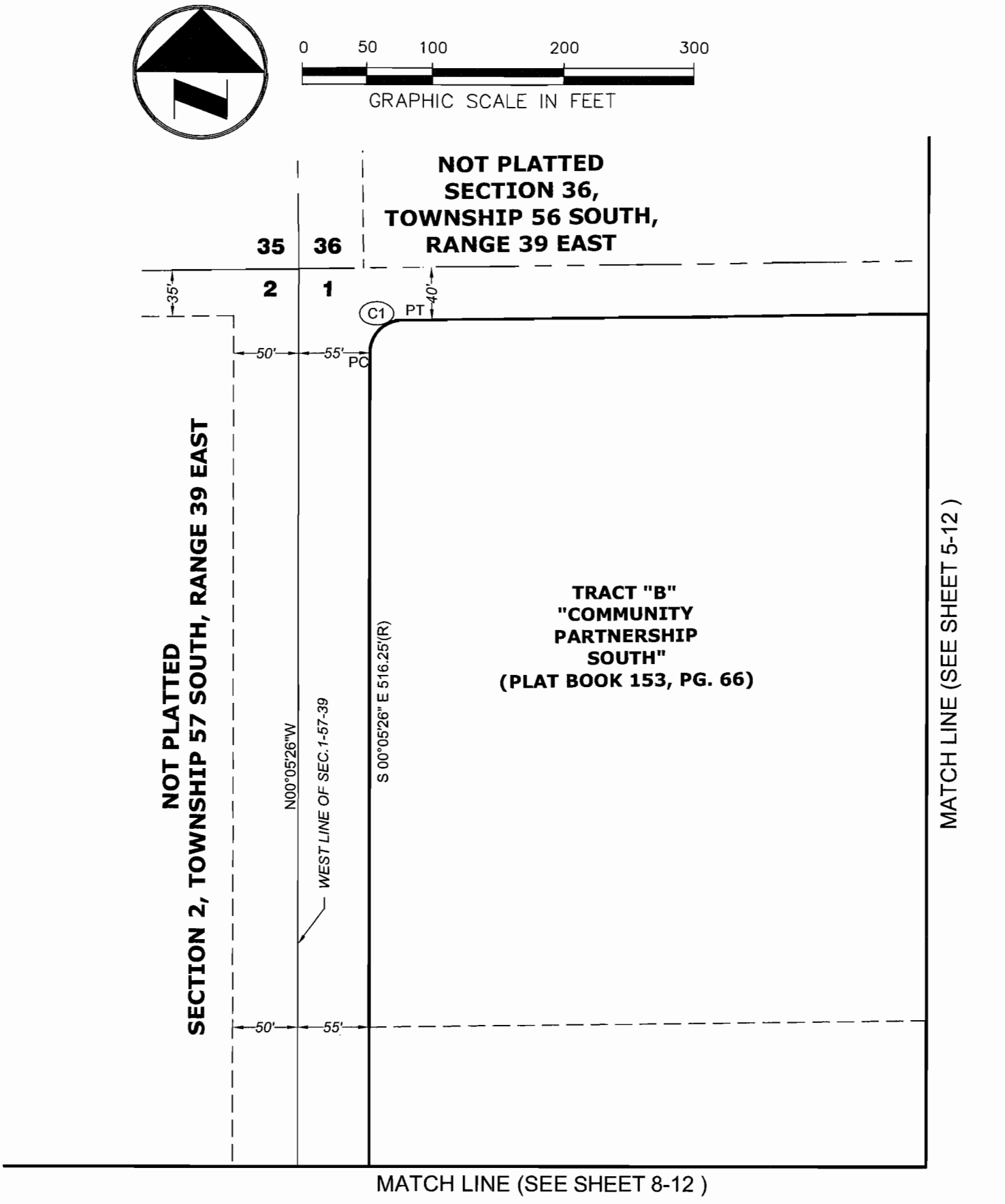
DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:12 AM

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL: 11-03-08
REVISIONS:
1#
2#
3#
4#

JOB NO. 100005131 0101.L
DRAWN Z.C.P.
CHECKED Z.C.P.
QC D.W.D.



THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

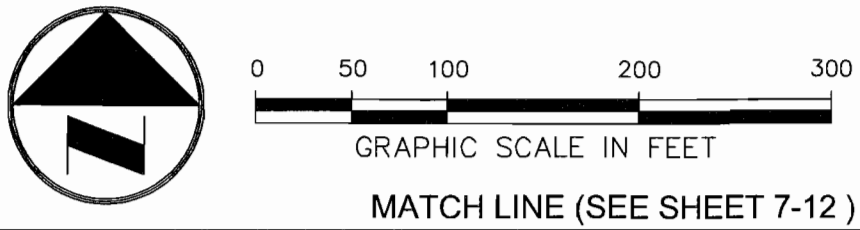
DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:12 AM

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

25

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08
REVISIONS:	
1 #	
2 #	
3 #	
4 #	
JOB NO.	100005131 0101.L
DRAWN	Z.C.P.
CHECKED	Z.C.P.
QC	D.W.D.



MATCH LINE (SEE SHEET 7-12)

NOT PLATTED
SECTION 2, TOWNSHIP 57 SOUTH, RANGE 39 EAST

SW 127th AVE.

S 00°05'26" E 735.48'(R)

TRACT "F"
"COMMUNITY
PARTNERSHIP
SOUTH"
(PLAT BOOK 153, PG. 66)

MATCH LINE (SEE SHEET 6-12)

NOT PLATTED
SECTION 1, TOWNSHIP 57 SOUTH,
RANGE 39 EAST

THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

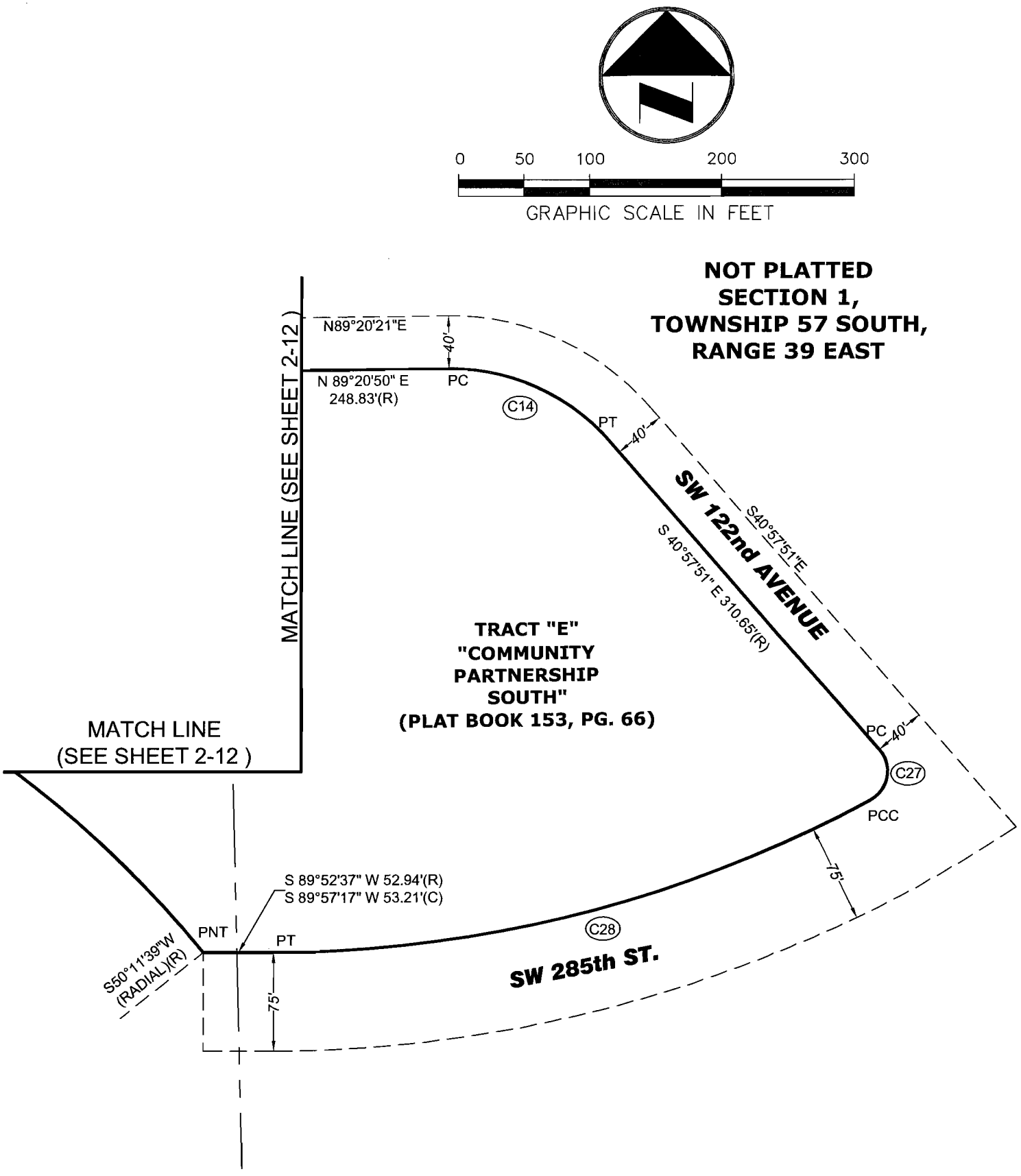
DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:13 AM

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

26

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08
REVISIONS:	
1#	
2#	
3#	
4#	
JOB NO.	100005131 0101.L
DRAWN	Z.C.P.
CHECKED	Z.C.P.
QC	D.W.D.



THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:13 AM

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

27

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08
REVISIONS:	
1#	
2#	
3#	
4#	
JOB NO.	100005131 0101.L
DRAWN	Z.C.P.
CHECKED	Z.C.P.
QC	D.W.D.

CURVE TABLE (CALCULATED)			
CURVE	RADIUS	ANGLE	LENGTH
C1	25.00'	89°21'41"	38.99'
C2	25.00'	89°59'41"	39.27'
C3	134.30'	46°40'46"	109.42'
C4	108.60'	35°45'22"	67.77'
C5	118.30'	35°05'06"	72.44'
C6	121.00'	46°49'12"	98.88'
C7	181.00'	46°49'12"	147.91'
C8	178.30'	34°29'30"	107.34'
C9	25.00'	89°12'51"	38.93'
C10	25.00'	89°34'07"	39.08'
C11	161.00'	38°40'08"	108.66'
C12	25.00'	83°42'56"	36.53'
C13	215.00'	88°17'31"	331.31'
C14	160.00'	49°39'55"	138.69'
C15	800.00'	1°35'26"	22.21'
C16	800.00'	5°01'17"	70.11'
C17	800.00'	44°40'44"	623.84'
C18	25.00'	90°00'19"	39.27'
C19	25.00'	89°58'21"	39.26'
C20	110.00'	44°30'53"	85.46'
C21	190.00'	46°07'45"	152.97'
C22	25.00'	105°20'23"	45.96'
C23	101.00'	29°37'31"	52.22'
C24	74.00'	46°05'21"	59.53'
C25	130.00'	89°24'43"	202.87'
C26	25.00'	89°59'41"	39.27'
C27	25.00'	102°19'46"	44.65'
C28	945.00'	28°37'15"	472.05'
C40	138.60'	35°45'22"	86.49'
C41	134.30'	13°39'33"	32.02'

CURVE TABLE (RECORD PLAT)			
CURVE	RADIUS	ANGLE	LENGTH
C1	25.00'	89°20'44"	38.98'
C2	25.00'	89°59'41"	39.27'
C3			
C4	108.60'	35°45'22"	67.77'
C5	118.30'	35°05'06"	72.44'
C6	121.00'	46°49'12"	98.88'
C7	181.00'	46°49'12"	147.91'
C8	178.30'	34°29'30"	107.34'
C9	25.00'	89°12'57"	38.93'
C10	25.00'	89°34'49"	39.09'
C11	161.00'	38°40'09"	108.66'
C12	25.00'	83°42'56"	36.53'
C13	215.00'	88°16'37"	331.26'
C14	160.00'	49°39'55"	138.69'
C15			
C16			
C17	800.00'	44°42'32"	624.25'
C18	25.00'	90°00'19"	39.27'
C19	25.00'	90°00'00"	39.27'
C20	110.00'	44°30'13"	85.44'
C21	190.00'	46°08'02"	152.99'
C22	25.00'	105°32'20"	46.05'
C23	101.00'	29°24'52"	51.85'
C24	74.00'	46°05'21"	59.53'
C25	130.00'	89°24'43"	202.87'
C26	25.00'	89°59'41"	39.27'
C27	25.00'	102°14'19"	44.61'
C28	945.00'	28°36'09"	471.75'
C40	138.60'	35°45'22"	86.49'
C41	134.30'	13°39'39"	32.02'

LEGEND

℄ CENTER LINE

ABBREVIATIONS

(D) = DEED RECORDED IN O.R.B. 19902, PG. 3295

(C) = CALCULATED BASED ON FIELD MEASUREMENT

CH.L.F. = CHAIN LINK FENCE

(E) = EAST

PC = POINT OF CURVATURE

PT = POINT OF TANGENCY

PNT = POINT OF NON TANGENT INTERSECTION

PRC = POINT OF REVERSE CURVATURE

PCC = POINT OF COMPOUND CURVATURE

FPL = FLORIDA POWER & LIGHT

ST. = STREET

CT.. = COURT

(N) = NORTH

O.R.B. = OFFICIAL RECORDS BOOK

PG. = PAGE

R = RADIUS

(R) = PLAT RECORDED IN P.B. 153, PG.66)

SEC. = SECTION

(S) = SOUTH

(SE) = SOUTHEAST

(W) = WEST

THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

28

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL: 11-03-08
REVISIONS:
1 #
2 #
3 #
4 #

JOB NO. 100005131 0101.L
DRAWN Z.C.P.
CHECKED Z.C.P.
QC D.W.D.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
COMMUNITY PARTNERSHIP SOUTH (PLAT BOOK 153, PAGE 66)
MIAMI-DADE COUNTY, FLORIDA

ARTICLE I
DEFINITIONS, GENERALLY:

CLIENT: SHALL MEAN THE MIAMI-DADE COUNTY HOMELESS TRUST.
SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
SUBJECT PROPERTY: SHALL MEAN ALL THOSE LOTS, PIECES OR PARCELS OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENT RECORDED PRIOR TO THAT DATA SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENT RECORDED SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.

ARTICLE II
LEGAL DESCRIPTION:

ALL THOSE LOTS, PIECES OR PARCELS OF LAND SITUATE, LYING AND BEING IN SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING ALL OF TRACTS "B," "C,","D", "E," "F," "G" AND "H" OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THEREFROM:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "F" OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

BEING AT THE NORTHEAST CORNER OF SAID TRACT "F;" THENCE S05°28'25"W (S05°27'19"W BY PLAT) ALONG THE EASTERLY LINE OF SAID TRACT "F" FOR 20.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID TRACT "F" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.63 FEET AND A CENTRAL ANGLE OF 40°06'08" FOR 143.92 FEET TO THE POINT OF TANGENCY; THENCE S34°37'43"E ALONG SAID EASTERLY LINE OF SAID TRACT "F" FOR 87.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF TRACT "F" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 291.09 FEET AND A CENTRAL ANGLE OF 34°31'18" FOR 175.39 FEET TO THE POINT OF TANGENCY; THENCE S00°06'27"E ALONG SAID EASTERLY LINE OF TRACT "F" FOR 57.23 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "F;" THENCE S89°53'07"W ALONG THE SOUTH LINE OF SAID TRACT "F" FOR 552.34 FEET; THENCE DEPARTING SAID SOUTH LINE OF TRACT "F," N00°05'27"W FOR 178.57 FEET; THENCE 46°12'22"W FOR 143.23 FEET; THENCE S89°58'15"W FOR 113.85 FEET; THENCE N00°05'50"W FOR 159.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT "G" AS SHOWN ON SAID PLAT OF "COMMUNITY PARTNERSHIP SOUTH;" THENCE N89°16'24"E ALONG SAID SOUTH LINE OF TRACT "G" (THIS ALSO BEING A BOUNDARY LINE OF SAID TRACT "F") FOR 133.10 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID TRACT "G;" THENCE N34°20'36"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "G" (THIS ALSO BEING A BOUNDARY LINE OF SAID TRACT "F") FOR 91.92 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "F;" THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF S.W. 283RD STREET, THE NORTH LINE OF SAID TRACT "F" AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 134.30 FEET AND A CENTRAL ANGLE OF 13°39'33" FOR 32.02 FEET TO THE POINT OF TANGENCY; THENCE S82°32'52"E ALONG SAID SOUTH RIGHT OF WAY LINE OF S.W. 283RD STREET AND THE NORTH LINE OF TRACT "F" FOR 423.10 FEET TO THE POINT OF BEGINNING.

AND FURTHER LESS THEREFROM:

THAT PORTION OF SAID TRACT "G," AS CONVEYED BY WARRANTY DEED FROM MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH THE MIAMI-DADE HOMELESS TRUST, TO MIAMI-DADE COUNTY, C/O THE MIAMI-DADE WATER AND SEWER DEPARTMENT, DATED APRIL 11, 2001 AND RECORDED SEPTEMBER 17, 2001 IN OFFICIAL RECORDS BOOK 19902 AT PAGE 3295 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ARTICLE III
SOURCES OF DATA:

1. THE UNDERLYING PLAT OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THIS DOCUMENT CONSISTS OF TEN (12) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACODMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/4/2008 9:14 AM

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

29

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08
REVISIONS:	
1#	
2#	
3#	
4#	
JOB NO.	100005131 0101.L
DRAWN	Z.C.P.
CHECKED	Z.C.P.
QC	D.W.D.

2. WARRANTY DEED FROM MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH THE MIAMI-DADE HOMELESS TRUST, TO MIAMI-DADE COUNTY, C/O THE MIAMI-DADE WATER AND SEWER DEPARTMENT, DATED APRIL 11, 2001 AND RECORDED SEPTEMBER 17, 2001 IN OFFICIAL RECORDS BOOK 19902 AT PAGE 3295 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
3. BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF S82°32'52"E ALONG THE NORTH LINE OF TRACT "F" OF SAID PLAT OF "COMMUNITY PARTNERSHIP SOUTH." THIS BEARING IS BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90). FOR COMPARISON PURPOSES, THE BEARING OF THE SAME LINE PER SAID UNDERLYING PLAT IS N82°33'58"W.
4. LIMITED MEASUREMENTS WERE CONDUCTED IN THE FIELD TO ASCERTAIN THE LOCATION OF A FENCE USED TO GOVERN THE WESTERLY LINE OF THE SUBJECT PROPERTY AS DIRECTED BY THE CLIENT.

ARTICLE IV
LIMITATIONS:

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LAND THEREOF. THE DIMENSIONS AS DEPICTED ON THE SKETCH AND CITED IN THE LEGAL DESCRIPTION MAY BE SUBJECT TO ADJUSTMENT AS AN ACCURATE FIELD SURVEY OF THE SUBJECT PROPERTY MAY REVEAL.
3. THE SKETCH IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH = 100 FEET IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS DRAWN TO THE FACT THAT THE SIZE OF SAID SKETCH MAY BE ALTERED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

ARTICLE V
CLIENT INFORMATION:

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF AND IS CERTIFIED TO:

MIAMI-DADE COUNTY HOMELESS TRUST
111 NW 1ST STREET
MIAMI, FLORIDA 33128

ARTICLE VI
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA,' PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

PBS&J
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: C. M. del Valle
CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: NOVEMBER 3, 2008

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS, GRAPHICS AND REPORTS AND EACH PAGE AND COMPONENT THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS APPENDED TO THE OTHERS. THIS NOTICE IS REQUIRED PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

©2008-PBS&J
ALL RIGHTS RESERVED

EXHIBIT B

OFF. REC. 17287PG4962

Contract No. 04-FL-2167

96R327558 1996 JUL 25

QUITCLAIM DEED

THIS INDENTURE, made this 28th day of June, 1996, between the United States of America, acting through the Secretary of Health and Human Services, by the Director, Division of Property Management, Administrative Operations Service, Program Support Center, U.S. Department of Health and Human Services, under and pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484[k]), as amended (hereinafter called the Act), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. § 11411), as amended, and regulations promulgated thereto at 45 C.F.R. Part 12a, and Metropolitan Dade County (hereinafter called the Grantee).

WITNESSETH

WHEREAS, by letter dated March 7, 1996, amended on April 26, 1996, May 1, 1996, June 19, 1996, June 20, 1996, June 25, 1996, and June 27, 1996, from the Department of the Air Force, certain surplus property consisting of 84.16 acres, thereinafter described (hereinafter called the Property), was assigned to the Department of Health and Human Services (hereinafter called the Grantor) for disposal upon the recommendation of the Grantor that the Property is needed for health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act, has made application for a public benefit allowance, and proposes to use the Property for said purposes; and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to the Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Dade, State of Florida, a parcel of land being a portion of Section 1, Township 57 South, Range 39 East, Dade County, Florida, and more particularly described as follows:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 89 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1 FOR 2577.46 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 42 SECONDS EAST FOR 461.51 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES 30 MINUTES 13 SECONDS FOR 116.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43 DEGREES 45 MINUTES 31 SECONDS WEST FOR 126.70 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 08 MINUTES 04 SECONDS FOR 120.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 22 MINUTES 33 SECONDS EAST FOR 225.82 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 88 DEGREES 16 MINUTES 37 SECONDS FOR 269.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89 DEGREES 20 MINUTES 50 SECONDS EAST FOR 248.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 49 DEGREES 41 MINUTES 19 SECONDS FOR 173.45 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 57 MINUTES 51 SECONDS EAST FOR 423.24 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 33 DEGREES 38 MINUTES 26 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1020.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 31 MINUTES 03 SECONDS FOR 596.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 52 MINUTES 37 SECONDS WEST FOR 52.94 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST FOR 75.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 51 DEGREES 11 MINUTES 39 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 19 MINUTES 12 SECONDS FOR 716.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 52 MINUTES 27 SECONDS WEST FOR 2035.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 1; THENCE NORTH 00 DEGREES 05 MINUTES 26 SECONDS WEST ALONG SAID SECTION LINE FOR 1315.86 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 84.16 ACRES, MORE OR LESS.

The United States of America reserves a non-exclusive and assignable easement and right-of-way in, over, across and upon the northernmost 25 feet of that certain tract of land, more particularly described above, until such time as said easement lands are dedicated as a public road, for the location, construction, operation, maintenance, alteration and replacement of the road appurtenances thereto, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within or impinging upon the limits of the right-of-way. The United States of America further reserves a 10 foot non-exclusive and assignable perpetual easement for the existing utility lines or systems located in the above-described property known as "Parcel 6."

The United States of America conveys to the Grantee, its successors and assigns, an additional perpetual non-exclusive right of use, for the purpose of ingress and egress, a road easement and right-of-way in, and along Coral Sea Boulevard, located within the former Homestead Air Force Base. The right to use said roadway for the purpose of ingress and egress shall terminate upon any dedication and acceptance of the roadway by a public entity, and the Grantee, its successors and assigns, shall then have such rights as are granted to the public.

The Grantee, by acceptance of this deed, covenants and agrees to grant an easement to the Florida Power and Light Company for Florida Power and Light Company's existing utility lines and/or systems located on the above-described property.

SUBJECT to any and all other existing easements, encumbrances, covenants, restrictions, reservations or conditions affecting the above described property whether or not the same appear on record.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with the proposed program and plan of the Grantee as set forth in its application dated the 2nd day of May 1994, amended on May 4, June 9, and July 13, 1994, modified applications dated November 16, May 19 and July 26, 1995, and amendments thereto dated August 18, August 24, August 29, September 28, November 16, June 21, and June 26, 1996, and for no other purpose.

2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.

3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this deed.

4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.

5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986.

6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and

implementing regulations, and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84, and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of the obligations herein set forth, the Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that, in the event the Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, 4, or 5 herein within thirty (30) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5 and the right to reenter and revert title for breach thereof, will not affect the obligation of the Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to the Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in and to the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 CFR Part 101) now in effect, a copy of which is attached to the Grantee's aforementioned application.

In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, the Grantee, its successors or assigns, at the option of the Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the Grantee, its successors or assigns, to adapt the property to the health use for which the property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such noncompliance.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of, or used for purposes other than those designated in condition numbered 1 above without the consent of the Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by the Grantor, or its successor in function, of benefits to the Grantee, deriving directly or indirectly from such sale, lease, disposal, or use, shall be considered to have been received and held in trust by the Grantee for the United States of America and shall be subjectto the direction and control of the Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to the Grantor under any other provision of this deed.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

a. Obtaining the consent of the Grantor, or its successor in function, therefor; and

b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by the Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

The Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and 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 and enforceable by the Grantor or its successor in function against the Grantee, its successors and assigns for the Property, or any part thereof - that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Non-discrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. The Grantee also covenants and agrees for itself, its successors and assigns, that the Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

The Grantee is notified that hazardous substances were stored on the Property. The United States warrants that all remedial action necessary to protect human health and the environment with respect to any such substances remaining on the property has been taken before the date of this transfer. The United States further warrants that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States. The grantee covenants and agrees on behalf of itself, its successors and assigns, that the United States of America shall have access to the property in any case in which such environmental remedial action is found to be necessary after the date of such transfer. As required by section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, attached hereto as Exhibits "A", "B", and "C", are copies of the Hazardous Substance Activity Report, the Environmental Baseline Survey (EBS), and the Finding of Suitability to Transfer (FOST), as provided by the Air Force. Also attached hereto as Exhibits "D" and "E", respectively, are copies of the Environmental Condition Report and the Physical Condition Report, jointly prepared by the Air Force and Grantee.

The Grantee, by acceptance of this deed, covenants and agrees for itself, it successors and assigns, and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

The Grantee further covenants and agrees, on behalf of itself, its successors, and assigns to indemnify and hold harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to the Grantee's use or occupancy of the property, or any other act or omission of the Grantee, including failure to comply with the obligations of this transfer. Further, the Grantee, its successors or assigns, shall be solely liable for all costs relating to any damage to property, personal injury, illness,

disability, or death, of the Grantee, or of the Grantee's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, handling, storage, use, release, or disposal or other activity causing or leading to contact of any kind whatsoever with hazardous or toxic substances, during use of the property by said Grantee, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary
of Health and Human Services

By: _____
Heather M. Ransom
Director
Division of Property Management
Administrative Operations Service
Program Support Center

ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 28th day of June 1996, before me the undersigned officer, personally appeared Heather M. Ransom, known to me to be the Director, Division of Property Management, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)

_____
Notary Public

My commission expires March 10, 1999

ACCEPTANCE

Metropolitan Dade County hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions and restrictions contained therein.

By _____

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Dade) SS

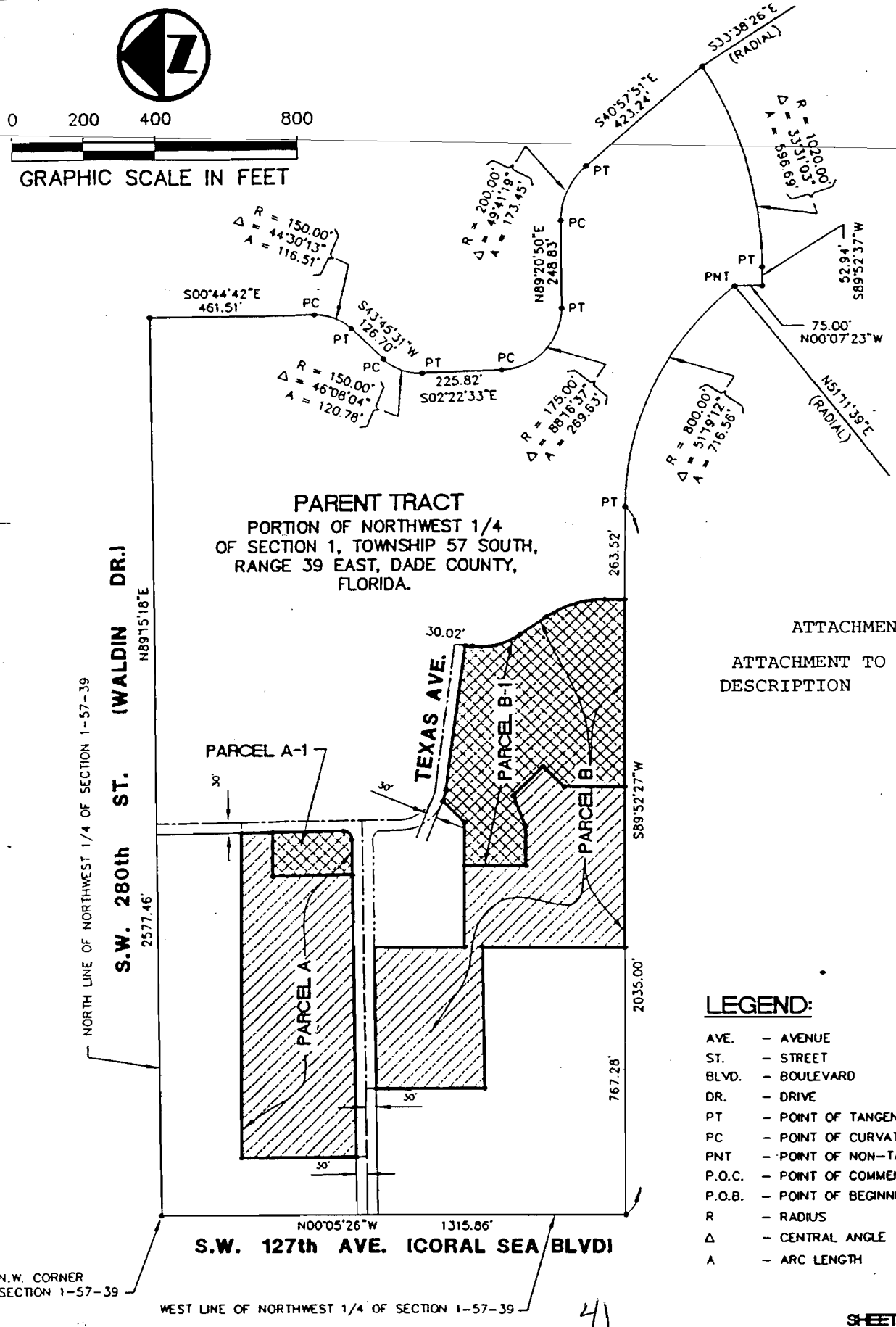
On this 25th day of July, 1996, before me, a Notary Public in and for the city of Miami, County of Dade, State of Florida, personally appeared Armando Vidal, P.E., known to me to be the County Manager, Metropolitan Dade County, and known to me to be the person who executed the foregoing instrument on behalf of the Metropolitan Dade County Board of County Commissioners, and acknowledged to me that he executed the same as the free act and deed Metropolitan Dade County.

Witness my hand and official seal.

OFFICIAL NOTARY SEAL
GENOVA DAVIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC234798
MY COMMISSION EXP. NOV 27 1996

Genova Davis
Notary Public

My commission expires 11/27/96



ATTACHMENT A

ATTACHMENT TO LEGAL DESCRIPTION

LEGEND:

AVE.	–	AVENUE
ST.	–	STREET
BLVD.	–	BOULEVARD
DR.	–	DRIVE
PT	–	POINT OF TANGENCY
PC	–	POINT OF CURVATURE
PNT	–	POINT OF NON-TANGENT INTERSECTION
P.O.C.	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
R	–	RADIUS
Δ	–	CENTRAL ANGLE
A	–	ARC LENGTH

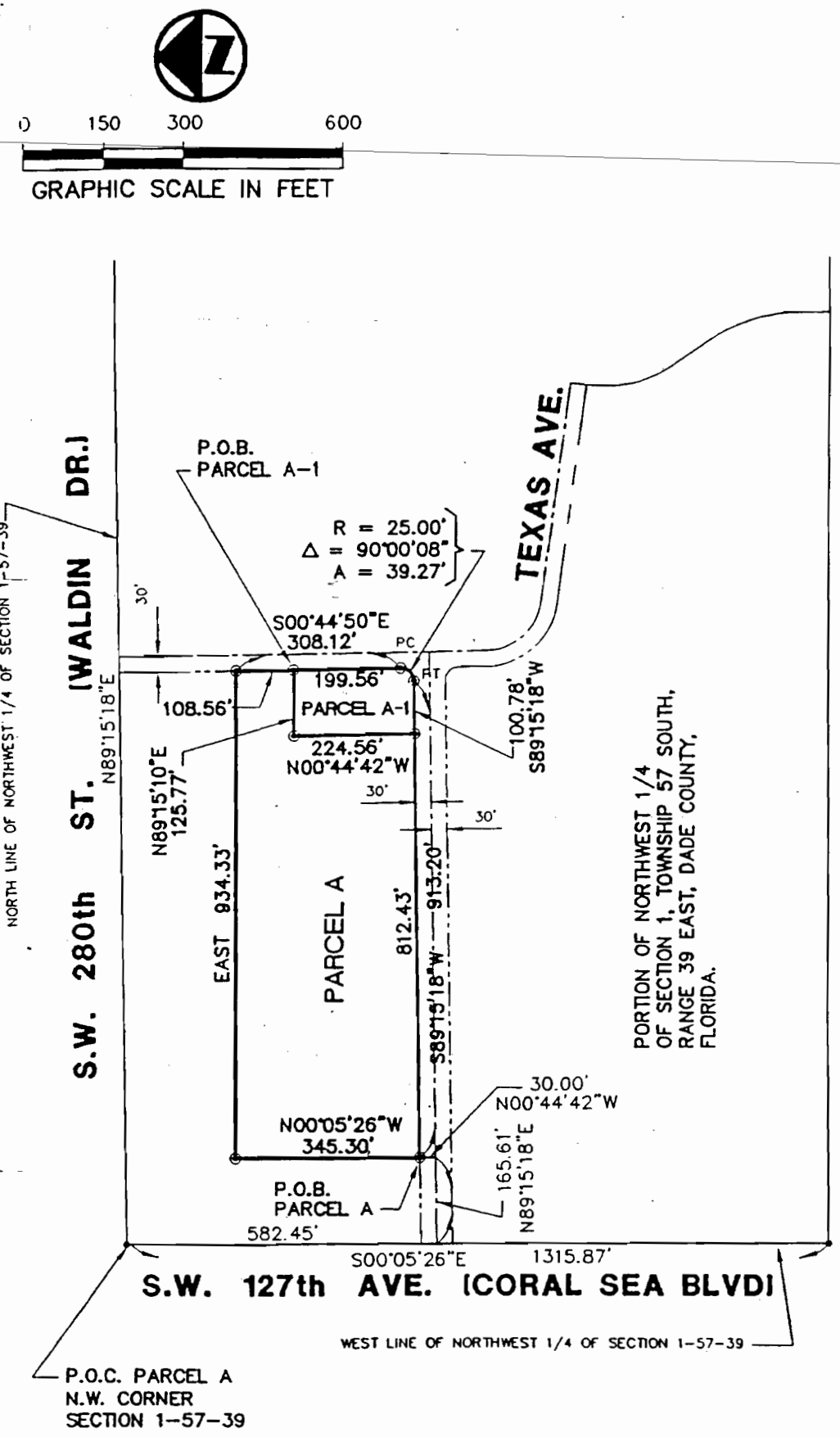
SHEET 1 OF 5

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
POST, BUCKLEY, SCHUH & JERNIGAN, INC.

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS



LEGEND:

AVE.	– AVENUE
ST.	– STREET
BLVD.	– BOULEVARD
DR.	– DRIVE
PT	– POINT OF TANGENCY
PC	– POINT OF CURVATURE
PNT	– POINT OF NON-TANGENT INTERSECTION
P.O.C.	– POINT OF COMMENCEMENT
P.O.B.	– POINT OF BEGINNING
R	– RADIUS
Δ	– CENTRAL ANGLE
A	– ARC LENGTH

SHEET 2 OF 5

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

LEGAL DESCRIPTION
PARCEL A

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 1 FOR 582.45 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, N89°15'18"E FOR 165.61 FEET; THENCE N00°44'42"W FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N00°05'26"W FOR 345.30 FEET; THENCE EAST FOR 934.33 FEET; THENCE S00°44'50"E FOR 308.12 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'08" FOR 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°15'18"E FOR 913.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL A CONTAINS 317,445 SQUARE FEET OR 7.29 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
PARCEL A-1

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 1 FOR 582.45 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, N89°15'18"E FOR 165.61 FEET; THENCE N00°44'42"W FOR 30.00 FEET; THENCE N00°05'26"W FOR 345.30 FEET; THENCE EAST FOR 934.33 FEET; THENCE S00°44'50"E FOR 108.56 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE S00°44'50"E FOR 199.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'08" FOR 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°15'18"E FOR 100.78 FEET; THENCE N00°44'42"W FOR 224.56 FEET; THENCE N89°15'10"E FOR 125.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL A-1 CONTAINS 28,110 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N89°15'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, AS DERIVED FROM THE TOWNSHIP 57 SOUTH, RANGE 39 EAST MAP PREPARED BY THE DADE COUNTY PUBLIC WORKS DEPARTMENT.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PREMISED DESCRIBED HEREON.

THERE MAY BE RESTRICTIONS ON THIS PROPERTY THAT ARE NOT SHOWN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA TOGETHER WITH OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR RESPECTIVE JURISDICTIONS MAY APPEAR.

THIS GRAPHIC PORTION OF THIS DOCUMENT IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH EQUALS 300 FEET. THE SCALE MAY BE ALTERED DURING REPRODUCTION AND AS SUCH, MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SURFACE AND SUBSURFACE IMPROVEMENTS WITHIN OR ABUTTING THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN. THIS NOTE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

THE "PARENT TRACT" AS DEPICTED ON SHEET 1 WAS DERIVED FROM "BOUNDARY AND TOPOGRAPHIC SURVEY" OF SAME PREPARED BY PULICE LAND SURVEYORS, INC. OF SUNRISE, FLORIDA DATED APRIL 29, 1996 UNDER ORDER NUMBER 32662. TEXAS AVENUE, TOGETHER WITH THE OTHER CORRIDORS DEPICTED HEREON WERE BASED ON THE STREET NAMES AND LOCATIONS FOR THE EXISTING PAVED ROADS WITHIN THE FORMER HOMESTEAD AIR FORCE BASE MILITARY RESERVATION AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" CONTAINS A TOTAL OF FIVE (5) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

BY: C. M. del Valle

CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: DECEMBER 16, 1996

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS NOTICE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

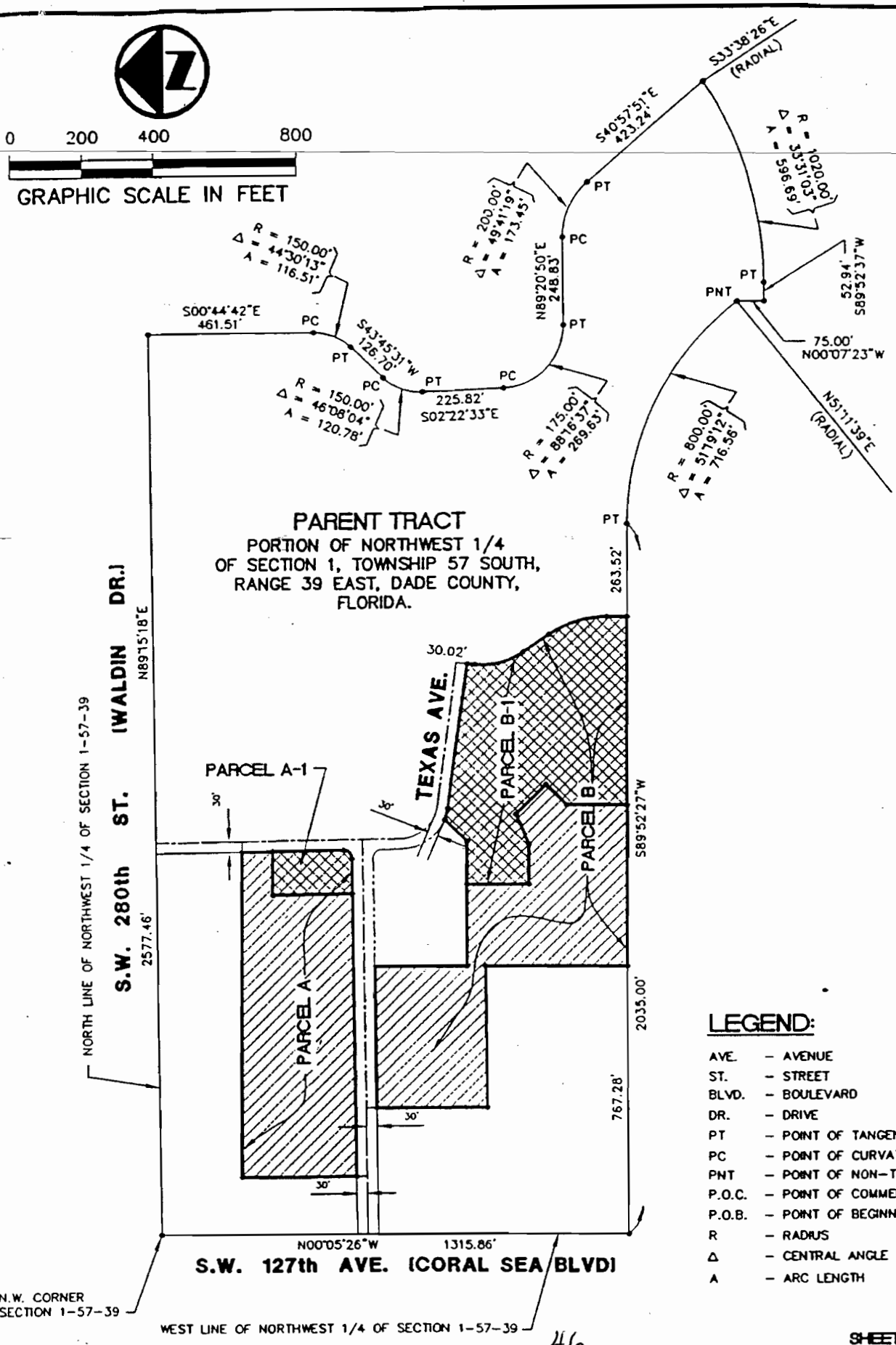
SHEET 5 OF 5

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS



LEGEND:

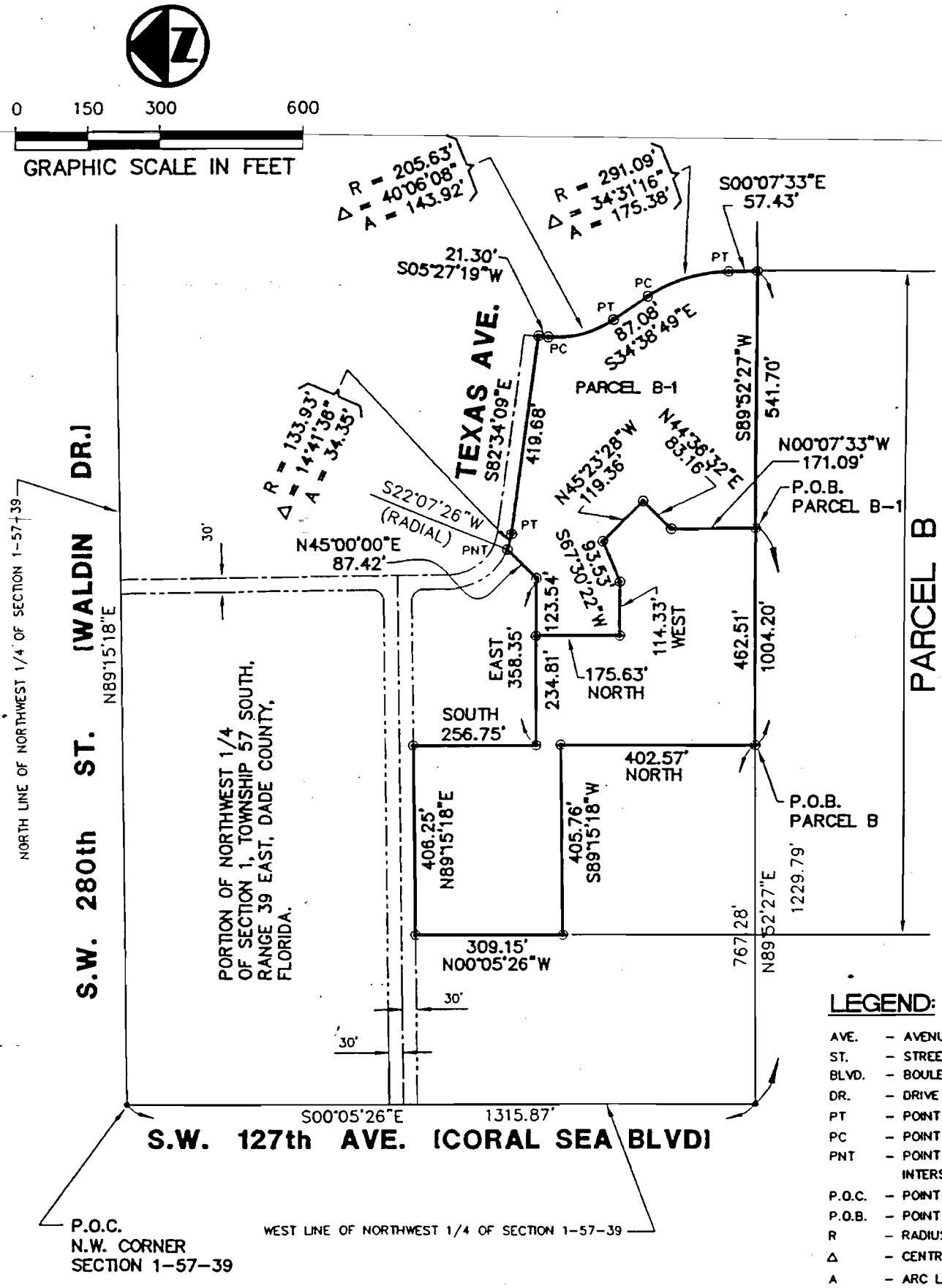
AVE.	–	AVENUE
ST.	–	STREET
BLVD.	–	BOULEVARD
DR.	–	DRIVE
PT	–	POINT OF TANGENCY
PC	–	POINT OF CURVATURE
PNT	–	POINT OF NON-TANGENT INTERSECTION
P.O.C.	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
R	–	RADIUS
Δ	–	CENTRAL ANGLE
A	–	ARC LENGTH

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS



LEGEND:

AVE.	–	AVENUE
ST.	–	STREET
BLVD.	–	BOULEVARD
DR.	–	DRIVE
PT	–	POINT OF TANGENCY
PC	–	POINT OF CURVATURE
PNT	–	POINT OF NON-TANGENT INTERSECTION
P.O.C.	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
R	–	RADIUS
Δ	–	CENTRAL ANGLE
A	–	ARC LENGTH

SHEET 2 OF 5

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
POST, BUCKLEY, SCHUH & JERNIGAN, INC.

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

LEGAL DESCRIPTION
PARCEL B

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 1 FOR 1315.87 FEET; THENCE DEPARTING SAID WEST LINE THE NORTHWEST 1/4 OF SECTION 1, N89°52'27"E FOR 767.28 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH FOR 402.57 FEET; THENCE S89°51'18"W FOR 405.76 FEET; THENCE N00°05'26"W FOR 309.15 FEET; THENCE N89°15'18"E FOR 406.25 FEET; THENCE SOUTH FOR 256.75 FEET; THENCE EAST FOR 358.35 FEET; THENCE N45°00'00"E FOR 87.42 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S22°07'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 133.93 FEET AND A CENTRAL ANGLE OF 14°41'36" FOR 34.35 FEET TO THE POINT OF TANGENCY; THENCE S82°34'09"E FOR 419.68 FEET; THENCE S05°27'19"W FOR 21.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 205.63 FEET AND A CENTRAL ANGLE OF 40°06'08"E FOR 143.92 FEET TO THE POINT OF TANGENCY; THENCE S34°38'49"E FOR 87.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 291.09 FEET AND A CENTRAL ANGLE OF 34°31'16" FOR 175.38 FEET TO THE POINT OF TANGENCY; THENCE S00°07'33"E FOR 57.43 FEET; THENCE S89°52'27"W FOR 1004.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL B CONTAINS 567,163 SQUARE FEET OR 13.02 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
PARCEL B-1

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SECTION 1 FOR 1315.87 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, N89°52'27"E FOR 1229.79 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N00°07'33"W FOR 171.09 FEET; THENCE N44°36'32"E FOR 83.16 FEET; THENCE N45°23'28"W FOR 119.36 FEET; THENCE S67°30'22"W FOR 93.53 FEET; THENCE WEST FOR 114.33 FEET; THENCE NORTH FOR 175.63 FEET; THENCE EAST FOR 123.54 FEET; THENCE N45°00'00"E FOR 87.42 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S22°07'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 133.93 FEET AND A CENTRAL ANGLE OF 14°41'36" FOR 34.35 FEET TO THE POINT OF TANGENCY; THENCE S82°34'09"E FOR 419.68 FEET; THENCE S05°27'19"W FOR 21.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 205.63 FEET AND A CENTRAL ANGLE OF 40°06'08"E FOR 143.92 FEET TO THE POINT OF TANGENCY; THENCE S34°38'49"E FOR 87.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 291.09 FEET AND A CENTRAL ANGLE OF 34°31'16" FOR 175.38 FEET TO THE POINT OF TANGENCY; THENCE S00°07'33"E FOR 57.43 FEET; THENCE S89°52'27"W FOR 541.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL B-1 CONTAINS 265,967 SQUARE FEET OR 6.11 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N89°15'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, AS DERIVED FROM THE TOWNSHIP 57 SOUTH, RANGE 39 EAST MAP PREPARED BY THE DADE COUNTY PUBLIC WORKS DEPARTMENT.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PREMISED DESCRIBED HEREON.

THERE MAY BE RESTRICTIONS ON THIS PROPERTY THAT ARE NOT SHOWN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA TOGETHER WITH OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR RESPECTIVE JURISDICTIONS MAY APPEAR.

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

THIS GRAPHIC PORTION OF THIS DOCUMENT IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH EQUALS 300 FEET. THE SCALE MAY BE ALTERED DURING REPRODUCTION AND AS SUCH, MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SURFACE AND SUBSURFACE IMPROVEMENTS WITHIN OR ABUTTING THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN. THIS NOTE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

THE "PARENT TRACT" AS DEPICTED ON SHEET 1 WAS DERIVED FROM "BOUNDARY AND TOPOGRAPHIC SURVEY" OF SAME PREPARED BY PULICE LAND SURVEYORS, INC. OF SUNRISE, FLORIDA DATED APRIL 29, 1996 UNDER ORDER NUMBER 32662. TEXAS AVENUE, TOGETHER WITH THE OTHER CORRIDORS DEPICTED HEREON WERE BASED ON THE STREET NAMES AND LOCATIONS FOR THE EXISTING PAVED ROADS WITHIN THE FORMER HOMESTEAD AIR FORCE BASE MILITARY RESERVATION AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" CONTAINS A TOTAL OF FIVE (5) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

BY: C. M. del Valle

CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: DECEMBER 16, 1996

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS NOTICE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

50

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
POST, BUCKLEY, SCHUH & JERNIGAN, INC.

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

Exhibit B

Metatherapy Institute:Homestead Air Reserve Base
Transitional Housing for Families and Individuals
Time-Line

PHASE I- 34 FAMILY UNITS; 16 UNITS FOR INDIVIDUALS-anticipated completion- November, 1999*

PHASE II- 6 FAMILY UNITS-anticipated completion-June, 2000**

PHASE III- 10 FAMILY UNITS; 85 UNITS FOR INDIVIDUALS-anticipated completion-December, 2001**

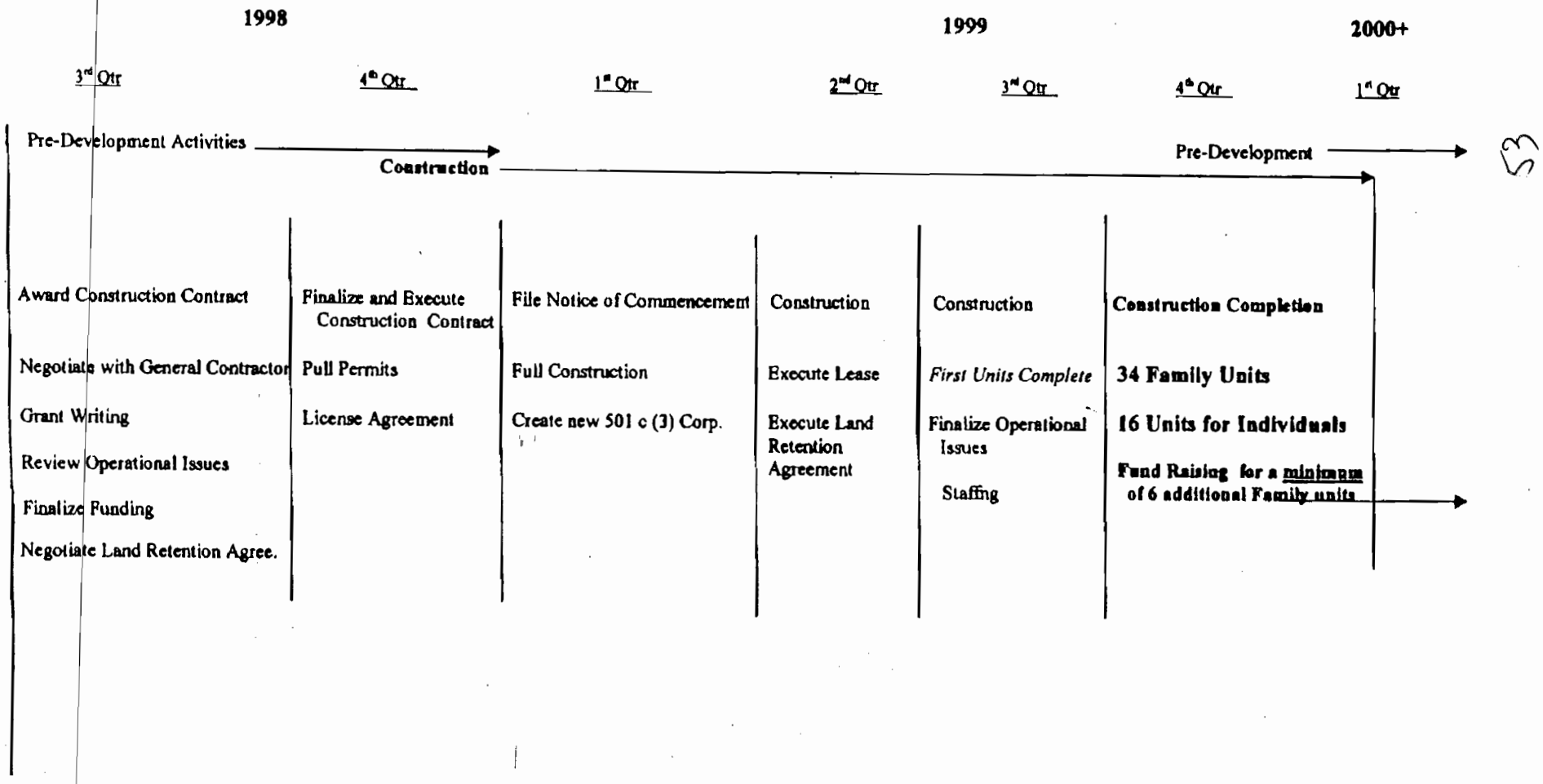
*Phase is funded
**Funding needs to be identified

Metatherapy Institute:Homestead Air Reserve Base
Transitional Housing for Families and Individuals
Time-Line

1997 **1998**

1st QTR	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr
Pre-Development Activities →					
Development Consultant Retained	Architect/Engineer Retained	Spatial Programming	Grant Writing *Fl. Housing Corp.	Grant Writing: *Home Funds *CDBG	Grant Writing
Grant Writing: *Super Nofa	Grant Writing: CDBG V.A.	Operational Programming	Fund Raising	Construction Documents *Bidding Information	Identify Long Lead Items
Fund Raising	Fund Raising: *Federal Home Bank Board *Community National Bank	Site Plan Development	Finalize Programming	Land Conveyance	Finalize Lease
CPHI		Lease Development	Land Conveyance	Platting	Land Use & Zoning completed
Zoning		Grant Writing	Land Use Issues	Water & Sewer Agreement	Pre- Bid Meetings
Land Use Review	Zoning Issues	Platting Process	Zoning Hearings	Contracts with OCED	Contracts with OCED
	Environmental Clearance		Complete Drawings	Permitting	Permitting
			Begin Permitting		Advertise & Bid

Metatherapy Institute:Homestead Air Reserve Base
Transitional Housing for Families and Individuals
Time-Line



NOTICE OF HAZARDOUS SUBSTANCES

Notice is hereby given that the tables and information provided below (excerpted from the Basewide Environmental Baseline Survey) lists of hazardous substances that have been stored on Parcel 6, Homestead AFB, Florida, and the dates that storage took place, to the extent information was available. It is assumed that hazardous substances were stored for one (1) year or more and in quantities greater than or equal to 1,000 kilograms.

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Hazardous Waste Accumulation in Parcel 6

Facility	Waste Stored	Estimated Annual Quantity	Hazardous Waste Activity	Program Status
	Accumulation Points (90-day storage)			
990	Photo - fixer (medical X-ray)	2,400 gallons	Silver Recovered	RCRA
	Xylene and alcohol	100 gallons	Disposed off-base	

EXHIBIT

Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used*
31 MEDICAL GROUP/UROLOGY (2)			
PH Germicidal Detergent	Not Listed	Not Recorded	0.5 kg
Formalin	Not Listed	Not Recorded	0.5 kg
Sporicidin	6840-01-122-0687	Not Recorded	0.5 kg
31 MEDICAL GROUP/PHARMACY/SGHP (2)			
Methotrexate Sodium Injection	6505-01-020-2367	Not Recorded	0.5 kg
Acetic Acid, Glacial	6505-00-100-2470	Not Recorded	0.5 kg
Phenol	6505-00-133-9920	Not Recorded	0.5 kg
31 MEDICAL GROUP/ANES/SURGERY DEPT. (2)			
Betadine Scrub	6505-00-994-7224	20 gal	76 kg
Betadine Solution	6505-00-754-0374	20 gal	76 kg
Forane	6505-01-017-4658	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-299-8095	10 gal	38 kg
Portex-Cut Culture Tube	6515-43-058-6652	Not Recorded	0.5 kg
Hibiclens	6505-01-053-8620	Not Recorded	0.5 kg
Formalin	6550-0L-807-401	Not Recorded	0.5 kg
Halothane	6505-00-105-0109	1250 cc	1.3 kg
Instrument Lubricant	6515-31-015-3662	Not Recorded	0.5 kg
Sporicidin	6840-01-122-0687	Not Recorded	0.5 kg
Vestal LPH	6840-10-147-1662	Not Recorded	0.5 kg
Ethane	6810-00-F00-8335	Not Recorded	0.5 kg
LH Germicidal Detergent	6840-01-057-5462	Not Recorded	0.5 kg
Forane	6505-01-117-9832	2000 cc	2 kg
31 MEDICAL GROUP/OB/GYN CLINIC			
Forane	6505-01-117-9832	Not Recorded	0.5 kg
Lane	6505-01-017-3094	Not Recorded	0.5 kg
thane	6505-00-313-7123	Not Recorded	0.5 kg
thane	6810-00-F00-8335	Not Recorded	0.5 kg
Glass Cleaner	7930-00-804-0014	Not Recorded	0.5 kg
Instru-Klenz	7930-00-769-0720	Not Recorded	0.5 kg
orane	6810-00-F00-8334	Not Recorded	0.5 kg
1 MEDICAL GROUP/MEDICAL X-RAY			
couring Powder	7930-00-721-8592	Not Recorded	0.5 kg
-Ray Developer	6255-00-F00-6339	Not Recorded	0.5 kg
eveloper System Cleaner	6850-00-F00-1019	Not Recorded	0.5 kg
ixer System Cleaner	6850-00-F00-1020	Not Recorded	0.5 kg
ixer Part-A	6850-00-F00-1028	Not Recorded	0.5 kg
-Ray Developer	6520-00-F00-6082	Not Recorded	0.5 kg
eveloper Part-C	6525-00-F00-1016	Not Recorded	0.5 kg
eveloper Part-B	6525-00-F00-1015	Not Recorded	0.5 kg
ixer Part-B	6850-00-F00-1018	Not Recorded	0.5 kg
eveloper Part-A	6525-00-F00-1014	Not Recorded	0.5 kg
ermicidal Detergent	6840-01-057-5462	Not Recorded	0.5 kg

Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used*
31 MEDICAL GROUP/MEDICAL LABORATORY (1), (2)			
Acetone	6810-00-184-4796	6000 ml	6 kg
Acetic Acid	6505-00-100-2470	120 ml	0.1 kg
Ammonium Hydroxide	6810-00-065-3142	Not Recorded	0.5 kg
Formaldehyde	6810-00-069-2958	0.32 gal	1.2 kg
Hydrochloric Acid	6810-01-217-4310	500 ml	0.5 kg
Isopropanol	6810-00-227-0410	10 ml	0.01 kg
Xylene	6810-00-290-4166	120 ml	0.1 kg
31 MEDICAL GROUP/BIOMEDICAL MAINTENANCE (2)			
Aerosol Cleaner	7510-00-616-9588	2 cans	1 kg
Adhesive	8040-00-843-0802	16 ounces	0.5 kg
Acetone	6810-00-753-4780	0.5 gal	2 kg
Paint - Enamel Black Spray	8010-00-079-3752	2 cans	1 kg
Aircraft Grease	9150-00-944-8953	1 can	0.5 kg
Lubricant Spray	Not Listed	2 cans	1 kg
Liquid Descaler	6850-00-F00-6424	10 quarts	10 kg
Cleaner, X-Ray Processor	Not Listed	Not Recorded	0.5 kg
Cleaning Compound, Solvent	6850-00-105-3084	Not Recorded	0.5 kg
Contact Cleaner	6350-00-N00-0520	Not Recorded	0.5 kg
Detergent - General Purpose	7930-00-926-5280	25 gal	95 kg
Hydraulic Fluid	Not Listed	Not Recorded	0.5 kg
Hydrogen Peroxide	6505-00-153-8480	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-655-8366	Not Recorded	0.5 kg
Leak Test Compound	6850-00-621-1820	1 bottle	0.5 kg
Clear Adhesive	8040-00-270-8150	6 tubes	3 kg
Lubricant/Oil	Not Listed	Not Recorded	0.5 kg
Paint Thinner	8010-00-F00-5702	Not Recorded	0.5 kg
Penetrating Oil	9150-00-261-7899	Not Recorded	0.5 kg
Propane Fuel	6830-00-584-3041	Not Recorded	0.5 kg
Dry Cleaner	Not Listed	Not Recorded	0.5 kg
Sealing Compound	8030-00-599-7753	10 tubes	4.5 kg
Silicone Compound	6850-00-927-9461	6 cans	3 kg
Silicone Compound	6850-00-880-7616	8 cans	4 kg
Solder Lead Free	Not Listed	5 lbs	2.3 kg
Sterilizer Solution	Not Listed	Not Recorded	0.5 kg
Tin Alloy Solder	3439-00-824-9856	5 lbs	2.3 kg

Source: Modified from Basewide EBS, Table A-1, pages A-46 through A-54

OFF. REC. 17287P0497

Hazardous Substances Stored on Parcel 6

Source: Modified from Basewide EBS, Table A-1, pages A-46 through A-54

Assumptions

- For many items, quantities were recorded as non-weight or volume measurements, such as bottles, kits, tubes, etc. There were also many items for which no quantity was recorded. For the purposes of determining the weights on kilograms for the 40 CFR 373 threshold amounts, the following assumptions were made:

-All non-weight measurements (except kits) were assumed to equal one pound (i.e., one tube - one pound, one bottle = one pound, etc.).
-All liquid measures were assumed to have specific gravity of 1.
-Petroleum, fuels and oils are not hazardous substances.
-All "not recorded" amounts were assumed to equal one pound.
-All kits were assumed to contain two (2) 1-gallon containers.

Note: Due to the destruction of records by Hurricane Andrew, annual quantities were unavailable for many buildings. When records for Homestead AFB were unavailable, quantities from Myrtle Beach AFB, South Carolina and England AFB, Louisiana (with similar mission support facilities) were used for estimating.

CFR = Code of Federal Regulation
NL = Not Listed

1.0 PURPOSE OF THE ENVIRONMENTAL BASELINE SURVEY

1.1 INTRODUCTION

Purpose. This Environmental Baseline Survey (EBS) documents the physical condition of Air Force real property on Homestead Air Force Base (AFB) resulting from the storage, use, disposal, and release of hazardous substances and petroleum products or their derivatives over the base's history. The EBS collects into a single document all available information to establish a baseline for use by the Air Force in making decisions concerning real property transactions.

Although primarily a management tool, the EBS also assists the Air Force in meeting its obligations under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as amended by the Community Environmental Response Facilitation Act (CERFA). An EBS is required by Department of Defense (DOD) policy before any property can be sold, leased, transferred, or acquired.

The EBS helps the Air Force to:

- Develop sufficient information to assess the health and safety risks on the property surveyed and determine what actions are necessary to protect human health and the environment prior to a real property transaction
- Support decisions for Finding of Suitability to Lease/Finding of Suitability to Transfer (FOSL/FOST) and aid in determining lease or deed restrictions
- Document and obtain regulatory concurrence on uncontaminated property as required and defined under CERCLA 120(h)(4)
- Support notice, when required under Section 120(h)(1) of CERCLA, of the type, quantity, and time frame of any storage, release, or disposal of hazardous substances or petroleum products or their derivatives on the property
- Identify data gaps concerning environmental contamination
- Define potential environmental liabilities associated with real property transactions
- Aid in determining possible effects on property valuation from any contamination/concerns identified.

Content of Environmental Baseline Survey Report. The information for the EBS was obtained through a records search, visual site inspections (VSIs), and interviews. The records search included a review of chain-of-title information, aerial photographs, and all available Air Force and other agency records to include environmental restoration and compliance reports, records, audits, and inspections. VSIs of the base property and facilities

were conducted. The EBS also included an assessment of environmental conditions on off-base properties immediately adjacent to or relatively near the base that could pose environmental concern and/or affect the subject property. Visual on-site inspections were also conducted on adjacent properties where access was obtained from the owner or operator. Interviews were conducted with current and former Air Force employees.

The Homestead AFB property was classified into the following seven categories:

- Category 1: Property where the records search, visual site inspection, and interviews identified no storage, release, or disposal of hazardous substances or petroleum products or their derivatives (including no migration of these substances from adjacent areas).

- Category 2: Property where only storage of hazardous substances or petroleum products or their derivatives has occurred (but no release, disposal, or migration from adjacent areas has occurred). This category also includes locations where only household and/or office chemicals were stored or used.

- Category 3: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action.

- Category 4: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, and all remedial actions necessary to protect human health and the environment have been taken.

- Category 5: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, removal and/or remedial actions are under way, but all required remedial actions have not yet been taken.

- Category 6: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, but required response actions have not yet been implemented.

- Category 7: Properties that have not been evaluated or require additional evaluation.

In accordance with DOD policy, property in the first four categories is environmentally eligible for lease or deed transfer. Property in the last three categories may be considered for leasing on a case-by-case basis but will not be considered for transfer until the necessary actions have been taken and the property has been reclassified into one of the first four categories. Property in all seven categories is eligible for transfer between federal agencies or departments.

DEF. REC. 1128114910

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

345 COURTLAND STREET, N.E.
ATLANTA, GEORGIA 30365

April 22, 1996

4WD-FFB

Mr. Humberto Rivero
BRAC Environmental Coordinator
AFBCA/OL-Y
Homestead Air Reserve Base (ARB)
Homestead, Florida 33039-1299

SUBJ: FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCEL 6, HOMESTEAD AFB - MAY 31, 1995

Dear Mr. Rivero:

The Environmental Protection Agency (EPA) has completed its review of the subject document. The Agency did not comment or concur on this FOST earlier, because we were under the mistaken impression that this transfer represented a "Federal to Federal" rather than a "pass through" transfer to the homeless provider.

In addition, the Agency has reviewed the February 6, 1995, Florida Department of Environmental Protection (FDEP), and the December 19, 1995, Dade County Environmental Resources Management (DERM) correspondence regarding the transfer of Parcel 6 at Homestead AFB in Homestead, Florida.

Additionally, the EPA has reviewed its own June 16, 1995 correspondence to you regarding this parcel. Through this correspondence, EPA concurred with your proposal to change the Parcel sites 990 and 996 from RCRA solid waste management units to Florida fuel sites under F.A.C. 62-770 guidelines.

To clearly understand the current remedial status of Parcel 6, the Agency has reviewed your recent Parcel 6 Environmental Status Update Memorandum, and the December 13, 1995, OHM Remediation Services Corporation Interim Status Report. Based on the above review, it is the Agency's understanding that no further remedial action is warranted for surficial (surface) soils within Parcel 6. Therefore, the potential for exposure to contaminated soil within this parcel does not exist.

However, EPA understands the remediation of the Light Nonaqueous Phase Liquid (LNAPL) found in groundwater within Parcel 6 is ongoing, and that the AFBCA will continue to pursue remediation at Building 996. We also understand that your remediation efforts will include residential standards, based on

EXHIBIT "C

the proposed reu . (homeless center) of this area of the Parcel.

Because of the ongoing remediation, the parcel falls within the purview of CERCLA 120 (h) (3). EPA concurs, based on the information provided by the AFBCA at Homestead ARB, that all remedial action necessary to protect human health and the environment with respect to any substance remaining on the property has been taken before the date of the intended transfer.

Further, EPA concurs in the finding that "all remedial action" referenced above has been taken and I, via delegation of authority from the Administrator, agree that the remedy has been demonstrated to my satisfaction to be operating properly and successfully. Concomitantly, I have notified the Assistant Administrator of the Office of Solid Waste and Emergency Response of the above determination, based on my professional judgement predicated on information provided by the AFBCA and all other available sources.

Should you have any questions, please feel free to call me at (404) 347-3555, extension 2066.

Sincerely,

Patricia J. Goldberg

Patricia J. Goldberg
Remedial Project Manager
Base Realignment & Closure Team
Federal Facilities Branch

cc: Elliott Laws, OSWER, EPA
Pat McCullough, AFBCA
James Carter, DBRM
Jorge Caspary, DFEP
Glenn Kaden, AFCEE
Captain Ed Miller, AFCEE
Taunya Howe, USACE

OFF. REC. 17287P4980

ENVIRONMENTAL CONDITION REPORT

CERTIFICATION:

The information contained in the Environmental Baseline Survey (EBS) dated November 1993, as revised, and Supplemental Environmental Baseline Survey dated April 1, 1994 have been previously provided to the Dade County Homeless Trust and is true and complete to the extent of the knowledge and belief of the preparers. Each Party affirmatively states that it has had the opportunity to perform any inspections such party deems appropriate to adequately document the condition of the property and perform all inspections it deems appropriate for this transaction.

Having examined the property and the Environmental Baseline Survey, as supplemented and heretofore described, the undersigned representative of the Air Force certifies that to the best of his knowledge, the conditions of the premises and property that are subject of this transfer are as described in the Environmental Baseline Survey, and Supplement at the time of signing this certification. Furthermore, it is understood that the property described in the Environmental Baseline Survey and Supplement is as follows:

Parcel 6 as described in the Record of Decision, signed October 26, 1994. Said Parcel contains 75.47 acres, more or less.

THE UNITED STATES AIR FORCE:

DATE: 1/22/96

MICHAEL P. REARDON
Site Manager, AFBCA/OL-Y

REVIEW AND AGREEMENT:

I have reviewed and agree that the descriptions and information contained in the Environmental Baseline survey and the supplemental Environmental Baseline Survey, within the limits of their methodology, correctly describe the agreed environmental condition of the deeded premises.

TRANSFEREE:
Dade County Homeless Trust

DATE: 1/22/96

SERGIO M. GONZALEZ, ESQ.
Executive Director
Dade County Homeless Trust

DERM

EXHIBIT

OFF. REC. 17287 PG 4981

Physical Condition Report

Homestead Air Force Base, Florida

On 22 January, 1996, Mr. Sergio M. Gonzalez, Executive Director, Dade County Homeless Trust, Humberto Rivero, Site Manager, Air Force Base Conversion Agency; Brian Brown, Real Estate Specialist, Air Force Base Conversion Agency, inspected the physical condition of the Homeless Parcel being transferred through the U.S. Department of Health and Human Services to Dade County Homeless Trust, Parcel #6 according to the Air Force Base Conversion Agency Parcelization Map and the Homestead Record of Decision signed by the Air Force on 26 October, 1994.

The video made of this inspection is on file with the Air Force Base Conversion Office, and copies will be furnished to the Dade County Homeless Trust. The video is an official part of these records and provides a detailed study of the condition.

dated 1/22/96
Sergio M. Gonzalez, Esq.
Executive Director
Dade County Homeless Trust

dated 22 Jan 96
Humberto Rivero
Site Manager
AFBCA/OL-Y

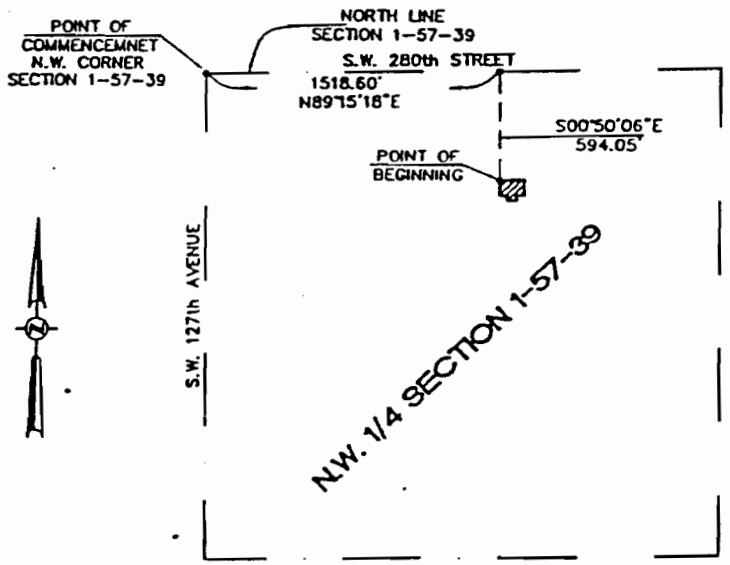
dated 22 Jan 96
Brian E. Brown
Real Estate Specialist
AFBCA/OL-Y

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: pulice01x.netcom.com • CERTIFICATE OF AUTHORIZATION #LB3870

LEGAL DESCRIPTION:
A PORTION OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE RUN NORTH 89 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 1518.60 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 594.05 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 09 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 128.95 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 84.10 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 27.50 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.35 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 50 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 27.50 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 50 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING.
(CONTAINING: 12,202 SQUARE FEET)

NOTES:
1) BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1-57-39 BEING N89°15'18"E.



LOCATION MAP
NOT TO SCALE

FILE: COMMUNITY PARTNERSHIP
SCALE: N/A
ORDER NO.: 36144
SURVEY DATE: JULY 2, 1998
LAND LEASE
FOR: COMMUNITY PARTNERSHIP

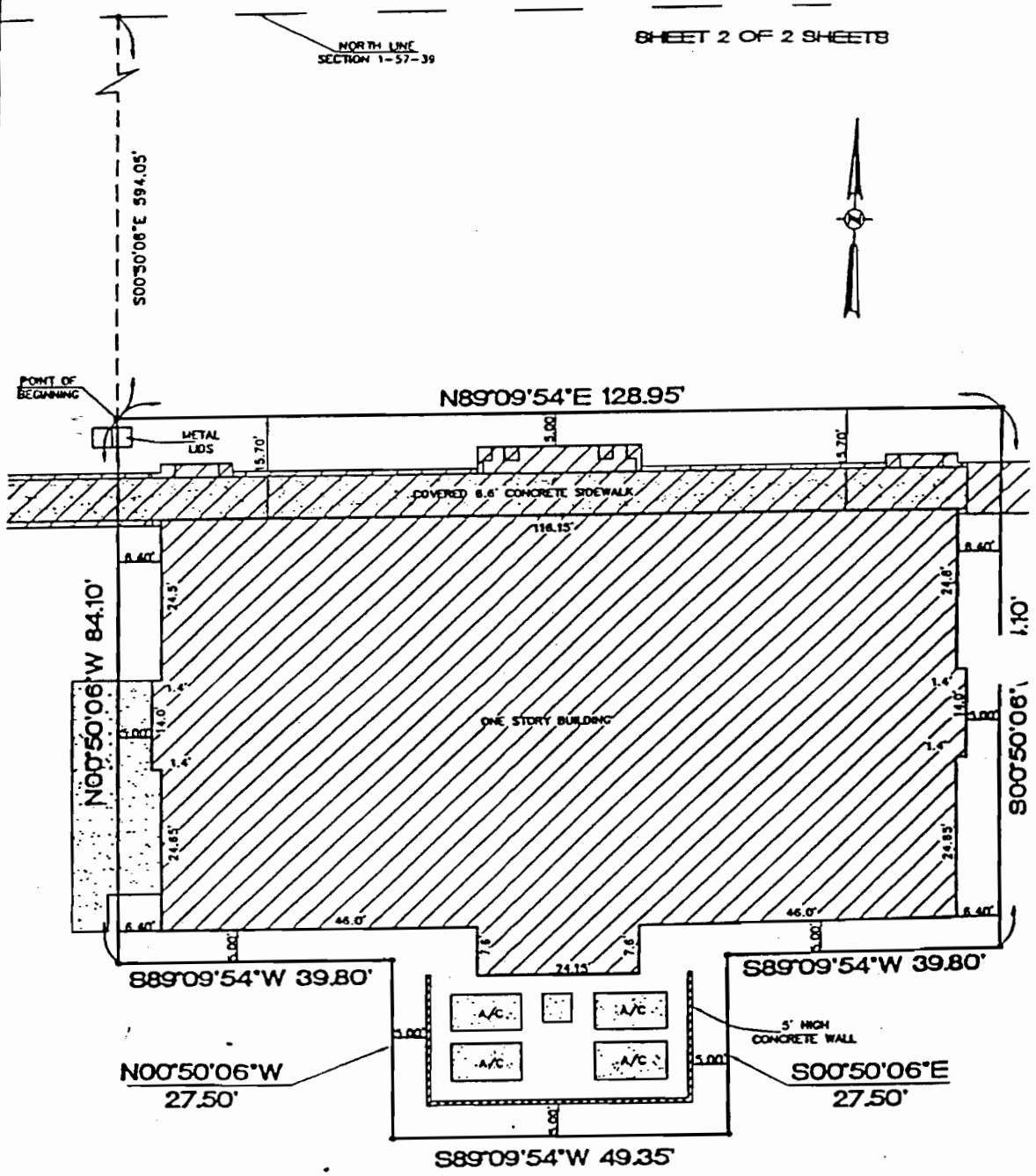
John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Michael Charles Flynn, Reg. Land Surveyor #3281, State of Florida
Jay Keri, Reg. Land Surveyor #5721, State of Florida

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: pulice@ix.netcom.com • CERTIFICATE OF AUTHORIZATION #LB3870

SHEET 2 OF 2 SHEETS



FILE: COMMUNITY PARTNERSHIP
SCALE: 1" = 20'
ORDER NO.: 36144
SURVEY DATE: JULY 2, 1998
LAND LEASE
FOR: COMMUNITY PARTNERSHIP

John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Michael Charles Flynn, Reg. Land Surveyor #3281, State of Florida
Jay Kerl, Reg. Land Surveyor #5721, State of Florida

OFF. REC. 17287PG4982

This instrument was prepared by:
Name: Jerry B. Proctor
Address: Eckert Seamans Cherin & Mellott
701 Brickell Avenue, Suite 1850
Miami, Florida 33131

Space Reserved for Clerk

DECLARATION OF RESTRICTIONS

NOW ALL BY THESE PRESENTS that the undersigned, as Owner(s) of the following described real property (the "Property"), lying, being and situated in Dade County, Florida, and legally described as:

See attached Exhibit "A"

IN ORDER TO ASSURE the ***Board of County Commissioners*** of Dade County, Florida that the representations made to them by the Owner during consideration of Public Hearing No. 96-122 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

(1) That the Property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by Chisholm Architects entitled,"Homeless Assistance Center No. 2"dated the 24th day of May, 1996, said plan being on file with the Dade County Department of Planning, Development and Regulation, and by reference made a part of this agreement.

(2) That in the development of the project, residential uses be limited to no more than three hundred (300) beds to serve persons in the Homeless Assistance Center ("HAC") and no more than two hundred (200) transitional housing units.

(3) That in the development of the property, the Dade County Department of Planning, Development and Regulation has affirmed that the plans described in condition (1) above and the terms of this Declaration of Restrictions comply with Dade County's Comprehensive Development Master Plan ("CDMP"). Any modifications prior to development must obtain written approval of continued compliance from the Dade County Department of Planning, Development and Regulation.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Dade County Department of Planning, Development and Regulation or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded in the public records of Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Dade County.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner or a majority of the owners of all of the Property provided that the same is also approved by the Board of County Commissioners or the Zoning Appeals Board of Metropolitan Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration be so modified, amended or released, the Director of the Dade County Department of Planning, Development and Regulation or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit, pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Department of Planning, Development and Regulation to Withhold Permits and Inspections. In the event payments or improvements are not made in accordance with the terms of this Declaration, in addition to any other remedies available, the Dade County Department of Planning, Development and Regulation is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment or Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Dade County, Florida at the cost of the Owner following the adoption by the Dade County Board of County Commissioners of a resolution approving the Application.

Signed, sealed, executed and acknowledged this 25 day of July, 1996

METROPOLITAN DADE COUNTY, FLORIDA

By: _____
For Armando Vidal, County Manager

Witnessed by:

Print Name: GERRI FLUGRATH
Gerri Flugrath

Print Name: Barbara M. Golphin
Barbara M. Golphin

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 25th day of July, 1996, by Armando Vidal, County Manager, Metropolitan Dade County, Florida who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

OFFICIAL NOTARY SEAL
GENORIA DAVIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC234798
MY COMMISSION EXP. NOV. 27,1996

Name: Genoria Davis
Commission No.: CC 234798
Notary Public
State of Florida at Large

My Commission Expires: 11/27/96

45165

SUBJECT PROPERTY: EXHIBIT "A": A parcel of land being a poriton of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 1,129.07' to a point; thence run S0°45'1"E for a distance of 122.05' to the Point of beginning #3; thence run N89°15'18"E for a distance of 887.79' to a point; thence run S0°48'10"E for a distance of 340.58' to a Point of curvature of a circular curve concave to the east; thence run S/ly along the arc of said curve, having a radius of 103', through a central angle of 46°5'21" for an arc distance of 82.85' to a Point of tangency; thence run S46°53'31"E for a distance of 242.32' to a point; thence run S42°59'51"W for a distance of 265.14' to a point; thence run N46°48'35"W for a distance of 74.42' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 138.6', through a central angle of 35°45'22" for an arc distance of 86.5' to a Point of tangency; thence run N82°33'58"W for a distance of 717.19' to a point; thence run S34°19'30"W for a distance of 121.29' to a point; thence run S89°15'18"W for a distance of 354.91' to a point; thence run N0°45'1"W for a distance of 626.14' to a point; thence run N89°15'18"E for a distance of 353.4' to a point; thence run N0°45'1"W for a distance of 56.26' to the Point of beginning.

AND:

EXHIBIT "B": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 75' to the Point of beginning #1; thence continue N89°15'18"E for a distance of 1,054.07' to a point; thence run S0°45'1"E for a distance of 178.31' to a point; thence run S89°15'18"W for a distance of 353.4' to a point; thence run S0°45'1"E for a distance of 626.14' to a point; thence run N89°15'18"E for a distance of 354.91' to a point; thence run N89°15'18"E for a distance of 354.91' to a point; thence run N34°19'30"E for a distance of 121.29' to a point; thence run S82°33'58"E for a distance of 717.19' to a Point of curvature of a curve concave to the Southwest; thence run SE/ly along the arc of said curve, having a radius of 138.6', through a central angle of 35°45'22", for an arc distance of 86.5' to a Point of tangency; thence run S46°48'35"E for a distance of 126.89' to a Point of curvature of a circular curve concave to the Southwest; thence run S/ly along the arc of said curve, having a radius of 148.3' through a central angle of 46°49'12" for an arc distance of 123.39' to a Point of tangency; thence run S11°43'30"E for a distance of 83.77' to a Point of curvature of a circular curve concave to the west; thence run Sly along the arc of said curve,

having a radius of 151', through a central angle of 46°49'12", for an arc distance of 123.39' to a Point of tangency; thence run S35°5'42"W for a distance of 70.19' to a point on the arc of a circular curve concave to the south, the center of which bears S3°9'36"W from said point; thence run W/ly along the arc of said curve, having a radius of 818', through a central angle of 3°15'2", for an arc distance of 46.41' to a Point of tangency; thence run S89°54'34"W for a distance of 1,962.74' to a point; thence run N0°5'26"W along the east right-of-way line of S.W. 127th Avenue for a distance of 1,243.32' to the Point of beginning.

AND:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of , as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 1,054.07' to the Point of beginning #2; thence continue N89°15'18"E for a distance of 1,402.49' to a point; thence run S0°44'42"E for a distance of 409.88' to a Point of curvature of a circular curve concave to the west; thence run S/ly along thearc of said curve, having a radius of 87.5', through a central angle of 44°32'45" for an arc distance of 68.03' to a Point of tangency; thence run S43°48'3"W for a distance of 126.8' to a Point of curvature of a circular curve concave to the Southeast; thence run SW/ly along the arc of said curve, having a radius of 215', through a central angle of 45°10'56" for an arc distance of 169.54' to a Point of tangency; thence run S1°22'53"E for a distance of 69.63' to a point on the arc of a circular curve concave to the north, the center of which bears N0°31'49"E from said point; thence run W/ly along the arc of said curve, having a radius of 131', through a central angle of 42°34'40" for an arc distance of 97.35' to a Point of tangency; thence run N46°53'31"W for a distance of 304.78' to a Point of curvature of a circular curve concave to the Northeast; thence run N/ly along the arc of said curve, having a radius of 103', through a central angle of 46°5'21" for an arc distance of 82.85' to a Point of tangency; thence run N0°48'10"W for a distance of 340.58' to a point; thence run S89°15'18"W for a distance of 887.79' to a point; thence run N0°45'1"W for a distance of 122.05' to the Point of beginning.

AND:

EXHIBIT "C": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township57 South, Range 39 East and being more particularly described as follows:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 2,531.56' to a point; thence run S0°44'42"E for a distance of 409.88' to a Point of curvature of a circular curve concave to the west; thence run S/ly along the arc of said curve, having a radius of 87.5', through a central angle of 44°32'45", for an arc distance of 68.03' to a Point of tangency; thence run S43°48'3"W for a distance of 126.8' to a Point of curvature of a circular curve concave to the Southeast; thence run SW/ly along the arc

of said curve, having a radius of 215', through a central angle of 45°10'56", for an arc distance of 169.54' to a Point of tangency; thence run S1°22'53"E for a distance of 69.63' to the Point of beginning #4; thence continue S1°22'53"E for a distance of 146.12' to a Point of curvature of a circular curve concave to the Northeast; thence run SE/ly along the arc of said curve, having a radius of 219.5', through a central angle of 89°16'21", for an arc distance of 342' to a Point of tangency; thence run N89°20'46"E for a distance of 229.07' to a Point of curvature of a circular curve concave to the Southwest; thence run SE/ly along the arc of said curve, having a radius of 223', through a central angle of 49°41'24", for an arc distance of 193.4' to a Point of tangency; thence run S40°57'50"E for a distance of 317.86' to a point; thence run S49°2'10"W for a distance of 469.81' to a point; thence run N40°57'50"W for a distance of 285.06' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve,having a radius of 818', through a central angle of 45°52'34" for an arc distance of 654.96' to a Point of non-tangency; thence run N35°5'42"E for a distance of 70.19' to a Point of curvature of a circular curve concave to the west; thence run N/ly along the arc of said curve, having a radius of 151', through a central angle of 46°49'12" for an arc distance of 123.39' to a Point of tangency; thence run N11°43'30"W for a distance of 83.77' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 148.3', through a central angle of 46°49'12", for an arc distance of 123.39' to a Point of tangency; thence run N46°48'35"W for a distance of 52.47' to a point; thence run N42°59'51"E for a distance of 265.14' to a point; thence run S46°53'31"E for a distance of 62.46' to a Point of curvature of a circular curve, concave to the north; thence run E/ly along the arc of said curve, having a radius of 131', through a central angle of 42°34'40", for an arc distance of 97.35' to the Point of beginning.

LOCATION: South of theoretical S.W. 280 Street and north of theoretical S.W. 286 Street from theoretical S.W. 127 Avenue to theoretical S.W. 120 Avenue, Dade County, Florida.

SIZE OF PROPERTY: 75.5 Acres

AU (Agricultural - Residential)
BU-1A (Business - Limited)
RU-4L (Limited Apartment House 23 units/net acre)
IU-1 (Industry- Light)

LESS:

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 89 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1 FOR 2577.46 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 42 SECONDS EAST FOR 481.51 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES 30 MINUTES 13 SECONDS FOR 116.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43 DEGREES 45 MINUTES 31 SECONDS WEST FOR 126.70 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 08 MINUTES 04 SECONDS FOR 120.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 22 MINUTES 33 SECONDS EAST FOR 225.82 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 88 DEGREES 16 MINUTES 37 SECONDS FOR 269.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88 DEGREES 20 MINUTES 50 SECONDS EAST FOR 248.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 49 DEGREES 41 MINUTES 18 SECONDS FOR 173.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 57 MINUTES 51 SECONDS EAST FOR 423.24 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 33 DEGREES 38 MINUTES 28 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1020.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 16 SECONDS FOR AN 221.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 02 MINUTES 10 SECONDS WEST FOR 313.39 FEET TO A POINT; THENCE NORTH 40 DEGREES 57 MINUTES 50 SECONDS WEST FOR 180.62 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 47 MINUTES 38 SECONDS WEST FROM SAID POINT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1020.00 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 25 MINUTES 34 SECONDS FOR 363.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24,399 SQUARE FEET.

NOTES:

1) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
2) BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1 BEING N89°15'18"E.

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

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received.

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date:	May 6, 2008
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Request to issue an RFA for a development partner of the former Homestead Airbase

Agenda Item No. 10(C)(1)(A)

Resolution No. R-525-08

Recommendation

It is recommended that the Board of County Commissioners (BCC) authorize the County, via the Miami-Dade County Homeless Trust, to issue a Request for Applications (RFA) to enter into a contract with a development partner to develop approximately 52 acres of undeveloped land at the former Homestead Airbase.

Scope

It is anticipated that this property will be developed as 145 units of permanent supportive housing. The balance of the undeveloped property will be utilized for a landscape nursery and fresh market. The latter will serve as a Micro-enterprise for the homeless/formerly homeless residents. This site is located in Commission District 9.

Fiscal Impact

The issuance of this RFA will not create a fiscal impact to the County. With respect to capital funds for development costs on this site, the Homeless Trust currently has $7.6 million in Building Better Communities General Obligation Bond (GOB) funds and $1.1 million in capital funds. It is anticipated that additional funds will be leveraged by the entity selected to develop this site.

Background

In 1996, the Miami-Dade County Homeless Trust acquired 84.16 acres of surplus property on the Homestead Air Base Military Reservation. Currently, 12 acres are fully developed and under lease to Community Partnership for Homeless, Inc., which houses the 300-bed, full service Homeless Assistance Center. Another 20 acres are leased to Camillus House, where 55 units of transitional housing have been developed. On any given day or night, over 500 homeless individuals and families are housed at this site. The remainder of the property, approximately 52 acres, is currently undeveloped.

Development on the 52 acre portion of the former Homestead Airbase was delayed due to funding from the US Department of Housing and Urban Development (US HUD) being directed toward permanent supportive housing, and local geographic funding restrictions that had been imposed on the use of Low Income Housing Tax Credits.

In a letter dated January 18, 2005 to the US Department of Health and Human Services (US HHS) the Homeless Trust requested permission to amend its previously submitted program plan, which originally focused on transitional housing, in order to develop the remainder of this property as permanent supportive housing. In response to the letter to US HHS, the County was advised that US HHS' policy was that permanent housing was not a permissible use under the provisions of the McKinney Act and declared the County in breach of its deed. The Homeless Trust contacted US HHS and requested a copy of the above referenced policy; however, it was stated that such a policy did not exist and that the determination was based on guidance from US HHS' in-house counsel. The Homeless Trust agreed to develop a Plan to place the property into temporary use while HHS reviewed its policy.

On June 30, 2005 the Homeless Trust submitted a Plan to US HHS that focused on the temporary use of this property as a community garden/horticultural training program for homeless people, while crafting a development plan for permanent housing, pending future change once US HHS determined the status of its policies. The Plan also provided the option of buying out the deed restrictions and allowing the development of workforce/mixed use affordable housing.

In October 2005 the Homeless Trust learned that US HHS was proposing to change its policy to permit permanent supportive housing on its surplus property. The Homeless Trust once again contacted US HHS to discuss this shift in policy and to determine whether the County could revisit the issue.

In December 2007, following years of policy work and support by the County's Office of Intergovernmental Affairs and our US Congressional Delegation, led by US Representative Ileana Ros-Lehtinen, the Homeless Trust obtained permission from US HHS to utilize the undeveloped sections of this property for permanent supportive housing. The permission was contingent upon an environmental study of the property being procured and submitted to US HHS.

In March 2008, the Homeless Trust received the completed environmental reports on the property and the reports are favorable for the development of this site. These environmental reports have been submitted to US HHS and the County is awaiting a response.

Once HHS approves the environmental reports, the County should be granted permission to proceed with development. At that point, the County will have 36 months to complete development on this site. As such, it is recommended to proceed with a competitive procurement document to seek a development partner for this site.

The County is seeking one partner to be responsible for all aspects of the development and operation of this site. If a lead agency design is utilized, it would be the responsibility of the lead entity to provide or partner with entities to provide the services of housing developers, housing operator, nursery operator, etc. Given that this process will result in a lease for the undeveloped acreage, the Board of County Commissioners will also have to approve the results of this process to authorize staff to execute a lease with the entity selected to develop the site.

The County Manager's Office and the Homeless Trust are very interested in pursuing the use of pre-manufactured housing which could be developed very quickly and more cost efficiently than standard construction for either part or all of the development of this site. This would be taken into consideration in the procurement process.

Track Record/Monitoring
The project shall be monitored closely by the Homeless Trust and its development consultant, Apple Tree Perspectives. Additionally, bi-annual reports are due to the US HHS to ensure compliance with the timelines.

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 6, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 10(C)(1)(A)

Please note any items checked.

_____	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	Housekeeping item (no policy decision required)
_____	No committee review

B

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 10(C)(1)(A)

5-6-08

RESOLUTION NO: **R-525-08**

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, THROUGH THE MIAMI-DADE COUNTY HOMELESS TRUST, TO ISSUE A REQUEST FOR APPLICATIONS AND ENTER INTO A CONTRACT FOR A DEVELOPMENT PARTNER TO DEVELOP 52 ACRES OF PROPERTY AS HOUSING FOR HOMELESS/FORMERLY HOMELESS FAMILIES, A PRODUCE/LANDSCAPE NURSERY, AND FARMER'S MARKET

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the Mayor or his designee to issue a Request For Applications to seek a development partner to develop approximately 52 acres of undeveloped property on the former grounds of the Homestead Airbase for the purposes of providing housing and services to eligible homeless/formerly homeless persons through the Miami-Dade County Homeless Trust; to execute such contracts and agreements with a development partner (a not-for-profit homeless housing and service provider or a for-profit affordable housing developer), as are required, following approval by the County Attorney's Office; to expend any and all monies for the purpose described in the Request for Applications; to expend additional funds should they become available; and to file and execute any necessary amendments to the contract, modifications, renewals, cancellations, and termination clauses of any contracts or agreements, for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MD

Mandana Dashtaki

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-525-08 , adopted by the said Board of County Commissioners at its meeting held on May 6, 2008 , as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of May , A.D., 2008 .

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk