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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 11(A)(16)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 2, 2015

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

SUBJECT: Resolution declaring approximately 48.87 acres of vacant County-owned land located at the southwest corner of SW 127th Avenue and SW 272nd Street in Unincorporated Miami-Dade County surplus, waiving Administrative Order 8-4 as it relates to review by Planning Advisory Board and approving the sale to SunCap Property Group, LLC for the appraised market value $4,446,778.00 as an economic development conveyance pursuant to Section 125.045, Florida Statutes

Resolution No. R-512-15

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss and Co-Sponsor Commissioner Daniella Levine Cava.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 2, 2015

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

SUBJECT: Amended Agenda Item No. 11(A)(16)

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(16)
6-2-15

RESOLUTION NO. **R-512-15**

RESOLUTION DECLARING APPROXIMATELY 48.87 ACRES OF VACANT COUNTY-OWNED LAND LOCATED AT THE SOUTHWEST CORNER OF SW 127TH AVENUE AND SW 272ND STREET IN UNINCORPORATED MIAMI-DADE COUNTY SURPLUS, WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY PLANNING ADVISORY BOARD AND APPROVING THE SALE TO SUNCAP PROPERTY GROUP, LLC FOR THE APPRAISED MARKET VALUE $4,446,778.00 AS AN ECONOMIC DEVELOPMENT CONVEYANCE PURSUANT TO SECTION 125.045, FLORIDA STATUTES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THIS BOARD TO EXECUTE COUNTY DEED; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE A DECLARATION OF RESTRICTIONS AND CONTRACT FOR SALE AND PURCHASE, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO COMPLETE ALL ACTS NECESSARY TO EFFECTUATE SUCH TRANSACTION

WHEREAS, On July 13, 2004, the County approved Resolution No. R-909-04 which authorized the County to execute an Economic Development Conveyance Agreement ("EDC Agreement") with the Secretary of the Air Force on behalf of the United States of America (the "Air Force") to accomplish the transfer of 601 acres of former Homestead Air Reserve Base property ("EDC Premises") to Miami-Dade County at no cost, for the purpose of promoting economic development through job creation and new business development in the immediate area of the former Homestead Air Reserve Base; and

WHEREAS, as a result of the EDC Agreement, the EDC Premises were conveyed to the County by multiple deeds, which included various rights, obligations, and restrictions; and

WHEREAS, in accordance with the purpose of the EDC Agreement and deeds of conveyance from the Air Force to the County, the County seeks to convey the remaining developable EDC Premises to industries that will create permanent jobs, attract new businesses, and promote economic development in the Homestead area of Miami-Dade County; and

WHEREAS, consistent with the intent of the EDC Agreement the proceeds received by the County from the sale of a portion of the EDC Premises would be used to support the economic development of the immediate area of the former Homestead Air Reserve Base through infrastructure improvements in the area or for the planning for, or the marketing of, the development of the EDC Premises; and

WHEREAS, SunCap Property Group, LLC ("SunCap") is one of the principal developers of new facilities for Fedex Ground Package Systems, Inc. ("Fedex") and has past experience in building and leasing new facilities to Fedex on a long term basis; and

WHEREAS, SunCap desires to construct a new distribution facility for Fedex on a portion of the EDC Premises, including an approximately 50 acre site, bounded by SW 272nd Avenue on the north, SW 127th Avenue on the east, theoretical SW 276th Street on the south and theoretical SW 130th Avenue on the west (the "Property"); and

WHEREAS, SunCap has expressed its desire and intent to purchase the Property by its letter dated December 2, 2014, attached hereto as Exhibit "1," in order to construct and maintain a new warehouse and distribution center for Fedex at the Property that will increase its scope and efficiency in the southern half of the County; and

WHEREAS, in exchange for the right to purchase the Property, SunCap would be obligated to make certain economic investments in Miami-Dade County at the Property, including: i) construction and operation of a new facility on the Property containing a minimum

of 150,000 square feet; ii) expenditure of a minimum of $15,000,000.00 to construct the facility and related infrastructure; and iii) the creation, and maintenance for a 15 year period, of at least 75 new, skilled full-time (or full-time equivalent) employees, with an average salary of $35,000.00, among other terms and conditions, all as reflected in the Declarations of Restrictions attached hereto and incorporated herein as Exhibit "2" (the "Declaration"); and

WHEREAS, the creation of new jobs, and placement of the land and new building on the County's ad valorem tax roll will give rise to economic benefits to Miami-Dade County; and

WHEREAS, in addition to the creation of the economic benefits set forth herein, the conveyance of the Property to SunCap and the construction of the facilities thereon may also encourage relocation of other members of the industrial and distribution industries to Miami-Dade County, and spur the further development of the additional available County-owned land received from the Air Force to assist in the revitalization of the Homestead area; and

WHEREAS, Section 125.045(3), of the Florida Statutes provides that it "constitutes a public purpose to expend public funds for economic development activities, including...leasing or conveying real property...to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community"; and

WHEREAS, the conveyance of the Property and construction and operation of the facilities in accordance with the Declaration will provide opportunities for economic development in the area such as increased business and commerce, which can add to the property values in Miami-Dade County through new construction on privately-owned land; and

WHEREAS, the Board finds that the anticipated economic benefits of the conveyance would justify the use of the economic development incentives contemplated by Section 125.045, Florida Statutes and would promote the intent of the EDC Agreement; and

WHEREAS, the purchase price for the property, as set forth in the Contract for Sale and Purchase attached as Exhibit "3" (the "Contract") is $4,446,778.00, the higher value of 1) the Property Appraiser's market value of $4,446,778.00, 2) the appraised market value set forth in an appraisal provided to the County in the amount of $3,400,000.00, limiting the use of the property to industrial use, and 3) the appraised market value set forth in an appraisal provided to the County in the amount of $4,225,000.00, premised on an assumption of highest and best use (rather than an industrial limitation); and

WHEREAS, the Declaration in substantially the form attached hereto as Exhibit "2" shall be recorded in the public records of Miami-Dade County in connection with this transaction, which provides, among other things, for milestones for the obtaining of permits (18 months from the date of conveyance) and for completion of construction (36 months from the date of conveyance), and limits the use of the Property to the industrial use set forth herein, including a requirement of creation and maintenance of new jobs for a 15 year period,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby declares the Property surplus, waives Administrative Order 8-4 as it pertains to review by the Planning Advisory Board, and pursuant to Section 125.045, Florida Statutes, authorizes the conveyance by sale at the market value of the Property to SunCap for the appraised amount of $4,446,778.00. Such proceeds shall be used to support the economic development in the area of the former Homestead Air Reserve Base, including but not limited to infrastructure improvements in the area, or for planning, marketing, and development of the EDC Premises.

Section 3. This Board hereby approves the terms, and authorizes the execution by the County Mayor or Mayor's designee, of the Contract for Sale and Purchase between the County and SunCap, in substantially the form attached hereto as Exhibit "3." The County Mayor or Mayor's designee is authorized to exercise any and all other rights conferred in the Contract for Sale and Purchase, including any rights to terminate or cancel, and to complete all acts necessary to effectuate the sale and the conveyance of the Property.

Section 4. This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed in substantially the form attached to the Contract for Sale and Purchase Agreement as Exhibit "B." This Board authorizes the County Mayor or Mayor's designee to execute the Declaration of Restrictions in substantially the form attached hereto as Exhibit "2," to exercise any rights conferred therein, including the right to approve the assignment or conveyance of the Property to a subsidiary or affiliate of SunCap, and to take all actions necessary to effectuate the conveyance.

Section 5. Pursuant to Resolution No. R-974-09, when this Property is conveyed, this Board: (a) directs the Mayor or designee to record the instrument of conveyance and Declaration of Restrictions in the Public Records of Miami-Dade County and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument together with this resolution.

Section 6. This Board directs the County Mayor or Mayor's designee to appoint staff to monitor compliance with the terms of this conveyance.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss and the Co-Sponsor is Commissioner Daniella Levine Cava. It was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

EXHIBIT 1

REQUEST LETTER FROM SUNCAP

Investment | Development | Advisory

SunCap

December 2, 2014

Via E-mail

Mr. Leland Salomon
Deputy Director for Economic Development
Regulatory and Economic Resources Department
Miami-Dade County
Stephen P. Clark Center
111 NW 1st Street, 29th Floor
Miami, Florida 33128

Re: County Property
Folio Numbers 30-6935-000-0390, 30-6935-000-0410, 30-6935-000-0052
Located at SW 127 Avenue and SW 272 Street ("County Parcels").

Dear Mr. Salomon:

Our company, SunCap Property Group or Assignee ("SunCap") is under contract with the FedEx Ground Package System, Inc. to build and lease to them a new Ground Distribution Facility located in the southern portion of Miami-Dade County. We have identified the above-mentioned three (3) County-owned properties totaling approximately 48.87 acres as a suitable site for the construction of a new Fedex Ground Facility.

Through SunCap's ownership, the County Parcel will be used to (i) enhance and expand economic activity in the Homestead area of the County by enhancing development on property received from the United States Air Force through an Economic Development Conveyance(EDC) of property formerly used by the Homestead Air Reserve Base; (ii) assist in the revitalization of this area of South Miami-Dade County; (iii) provide an environment conducive to further economic activity in the area and on the rest of the County-owned property in the area; and, (iv) facilitate economic growth in the Homestead area of the County.

SunCap requests that the County convey the County Parcels to SunCap by a County Deed. As consideration for this transfer, SunCap shall be obligated to: (i) pay market value for the County Parcels, (ii) construct a distribution facility for FedEx Ground with a minimum of 150,000 square

The Carnegie Building
6101 Carnegie Blvd, Suite #180
Charlotte, NC 28209

suncapprg.com

feet, (iii) lease the property to FedEx Ground on a long term basis, (iv) ensure that FedEx Ground employs at least a total of 75 full time or full time equivalent employees by the end of the second year of operation; and (v) develop the County Parcels and the necessary infrastructure improvements at the site in a fashion consistent with development standards developed by the Miami-Dade County for this former Air Force property.

If these improvements are not completed within the agreed time, which failure was due to a failure within SunCap's control, then the County Parcels would be subject to a right of reversion to the County at no cost to the County.

We believe that the request and proposal set forth herein complies with Florida Statute Section 125.045 which allows for the transfer of property like the County Parcels where: (i) it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the counties of the state and (ii) that the provisions of the statute can be exercised by the governing body of the County and must be liberally construed in order to effectively carry out the purposes of the statute.

As part of the conveyance of the County Parcel, SunCap proposes the additional following terms:

Conveyance Documents. SunCap desires that a deed conveying the County Parcel be executed by the County in favor of SunCap providing for the fee simple conveyance of a parcel and any improvements thereon.

Title. Prior to the conveyance, SunCap shall obtain a commitment from a title insurance company reflecting the title company agreement to issue an ALTA title insurance policy to SunCap. The County shall cooperate in its reasonable discretion in satisfying the requirements set forth in Schedule B-1 of the Title Commitment.

Environmental. Prior to the execution and delivery of the deed, the County shall provide any environmental reports that the County has in its possession regarding the testing and analysis of the County Parcel, if any. Prior to the deed conveyance, SunCap shall be entitled to conduct environmental testing and analysis on the County Parcel.

Reversion. The County's deed may provide that in the event SunCap fails to meet the requirements of construction of the improvements within a required time period, then at the County's option, exercised by written notice to SunCap setting forth the nature of the breach or violation, and provided that if the breach or violation is not corrected to County's reasonable

satisfaction within Thirty (30) days of the date of receipt of the notice, then, the County Parcels shall revert or be re-conveyed to the County at no cost, as applicable. Notwithstanding this right of reversion, so long as SunCap is using all reasonable efforts to obtain permits and approvals of the contemplated improvements, the right shall not be triggered.

We believe that the proposal herein is beneficial to the County and its citizens. Moreover, it saves the County expenditures from its general funds to maintain the property, adds the property to the Miami-Dade County Assessed Property Tax roll with an approximate constructed value of land and building of a minimum of $1.5 Million and improves the economic climate in the Homestead area of Miami-Dade County.

We look forward to working with you toward a successful completion of this project.

Very truly yours,

Jon Phillips
First Vice-President
SunCap Property Group

Cc: Robert Warren, Real Estate Advisor
Internal Services Department
Miami-Dade County

The Carnegie Building
5101 Carnegie Blvd, Suite #180
Charlotte, NC 28209

suncapgp.com

EXHIBIT 2

DECLARATION OF RESTRICTIONS

This instrument was prepared by:
Robert Warren, Real Estate Advisor
Internal Services Department
Miami-Dade County
111 N.W. 1st Street, Suite 2460
Miami, Florida 33129

Folio No.: (Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, Miami-Dade County (the "County") has approved the conveyance to SunCap Property Group, LLC ('SunCap" or "Grantee") of real property located in Unincorporated Miami-Dade County, Florida, subject to the execution of this Declaration of Restrictions ("Declaration"), legally described as follows:

Folio No: **Folio 30-6935-000-0052, Folio 30-6935-000-0410, Folio 30-6935-000-0390** (the "Property") as further described in Exhibit "A"; and

WHEREAS, SunCap hereby acknowledges and agrees that this Declaration was an inducement and part of the consideration for the County to convey the Property to SunCap.

NOW THEREFORE, in order to assure the County that the representations made by SunCap will always be abided by, SunCap, for sufficient consideration, makes the following Declaration covering and running with the Property.

SunCap hereby agrees and stipulates as follows:

Requirements related to the Property

1. The Property shall solely be used for the construction and operation of an industrial/distribution building with associated office space and ancillary uses of a minimum total of 150,000 square feet (the "Improvements").

2. All available building and development permits for construction of the Improvements shall be obtained within 18 months of the date of the recordation of this Declaration in the official public records of Miami-Dade County, and construction of the Improvements shall thereafter be diligently pursued until completion.

3. A minimum of $15,000,000 shall be expended to construct the Improvements. The Improvements shall be substantially completed, as evidenced by a certificate of occupancy or its equivalent, within 36 months of the date of the recordation of this Declaration in the official public records of Miami-Dade County.

4. At least 75 full-time or full time equivalent jobs with an average annual salary of at least $35,000 shall be created within two years from the date that the Improvements are substantially completed, and such jobs must be maintained for a period of fifteen years thereafter. The requirements of this section survive the expiration of this Declaration.

Such requirements shall collectively be referred to as "Declaration Requirements."

Covenants.

1. Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain Asbestos-Containing Materials ("ACM"). Grantee covenants that in its use and occupancy of the Property, it will comply with all applicable federal, state, and local laws relating to asbestos. Grantee shall use due care during property development activities that may uncover pipelines or other buried ACM. Grantee shall notify the County promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sections 9601 et seq.). County assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property arising after the Deed and conveyance to Grantee, whether the Grantee has properly warned, or failed to properly warn, the persons injured. This provision survives the termination or expiration of this Declaration.

2. Grantee shall, at its sole cost and expense, conduct surveys to determine the presence of the eastern indigo snake (which has the potential to inhabit the Property), prior to undertaking any construction on the Property. The Department of Interior, Fish and Wildlife Service may, for good cause, and with the concurrence of the General Services Administration, modify or cancel this restriction upon written application of Grantee.

3. Grantee shall not discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. Grantee shall comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property.

4. Grantee shall be solely and exclusively responsible for the payment of all costs and expenses necessary to comply with the terms of this Declaration. This provision survives the termination of this Declaration.

Enforcement. The County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or equity save and except for any exclusive rights of the United States of America as set forth in the Indenture recorded in the official records of Miami-Dade County at Official Records Book 22889, Page 2565-2574, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against SunCap or any person or entity violating or attempting to violate the terms of this Declaration. This Declaration shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Declaration shall be Miami-Dade County.

County Inspection. It is hereby agreed that Miami-Dade County, or its duly authorized agents, shall have the right upon reasonable notice to inspect the Property, or SunCap's financial and accounting records, maintenance records, or other corporate documents related to the construction or maintenance of the Improvements to determine whether the requirements herein are being fully complied with, including but not limited to the expenditure of funds and the creation and maintenance of jobs.

Covenant Running with the Land. This Declaration shall constitute a covenant running with the land on the Property, and shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon SunCap and its subsidiaries, successors and assigns for fifteen years from the date of this Declaration, unless this Declaration is modified, amended or released by mutual agreement of the County and then owner and the County's approval of any such amendment, modification or release shall be in its sole and absolute discretion and shall be evidenced by resolution of Miami-Dade County. SunCap, its subsidiaries, successors and assigns, agree that acceptance of this Declaration is legally binding upon them, and does not in any way obligate or provide a limitation on the County. The fifteen year limitation set forth in this paragraph shall not apply to any term or provision of this Declaration that survives the termination or expiration of this Declaration, as specified in this Declaration.

Assignment, Lease or Subsequent Conveyance. SunCap shall not assign, lease, or convey the Property to any person or entity other than Fedex Ground, without the prior written consent of the County, as evidenced by a resolution of the Board of County Commissioners of Miami-Dade County in its sole and absolute discretion; provided however that SunCap may assign or convey the Property to a subsidiary and/or affiliate of SunCap with the prior written consent of the County Mayor or Mayor's designee. Any such assignment hereunder shall not be deemed to release the terms and conditions of this Declaration of Restrictions or the County Deed, which run with the land.

Authorization for Miami-Dade County to Reacquire the Property. In the event that any of the terms or conditions herein are not complied with, including but not limited to the Declaration

Requirements, the County shall provide thirty (30) days written notice to SunCap or its successor or assignee to provide SunCap or its successor or assignee the opportunity to cure the default ("Grace Period"). If after expiration of the thirty (30) day Grace Period, SunCap or its successor or assignee has not remedied the default, as determined in the County's sole and absolute discretion, then at the option of the County and upon ten (10) days' written notice, the Property shall then immediately revert to the County, along with any and all improvements thereon, without cost or expense to the County. This right shall be in addition to any other remedy that the County may have herein and/or at law or in equity.

Sovereign Rights. The County retains all of its sovereign prerogatives and rights as a county under State law with respect to the planning, design, construction, development and operation of the Property. It is expressly understood that notwithstanding any provisions of this Declaration and the County's status thereunder:

(a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to the planning, design, construction and development of the Improvements, the Property, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and

(b) The County shall not, by virtue of this Declaration, be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development and/or operation of the Property and the Improvements.

(c) Notwithstanding and prevailing over any contrary provision in this Declaration, nothing contained in this Declaration shall bind the Board of County Commissioners, the County's Planning and Zoning Division, or any other County, Federal or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

Indemnification. Grantee or its successors or assigns shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Grantor's conveyance of the Property to Grantee, or the performance of any act under this Declaration or compliance with the terms of this Declaration by the Grantee or its successors or assigns or their employees, agents, partners, principals or subcontractors. Grantee or its successors or assigns 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which

may issue thereon. Grantee or its successors or assigns expressly understands and agrees that any insurance protection provided by Grantee or its successors or assigns shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision survives the termination or expiration of this Declaration.

Community Small Business Enterprise ("CSBE"). SunCap hereby acknowledges and agrees that in accordance with the County's rules and regulations, all privately funded construction with a total value over $200,000.00 must comply with Sections 10-33.02 and 2-10.4.01 of the County Code of Miami Dade County ("Code"), which governs, respectively, the Seller's Community Small Business Enterprise ("CSBE") program, and the Community Business Enterprise ("CBE") Program for Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Professional Services. As a result, SunCap shall timely submit, or cause to be submitted, any design and construction packages, to the Small Business Development Division of the Regulatory and Economic Resources Department prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. SunCap further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above mentioned sections of the Code.

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, at will, such other additional rights, remedies, or privileges.

Severability. Invalidation of any one of these covenants, by judgment of a court, shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be recorded by the County in the public records of Miami-Dade County, Florida at the cost of SunCap, on the date the Property is conveyed to SunCap, immediately following the conveyance of the Property to SunCap and the recordation of the County Deed of conveyance. This Declaration shall become effective immediately upon recordation.

Acceptance of Declaration. SunCap acknowledges that acceptance of this Declaration does not obligate the County in any manner, and does not entitle SunCap to favorable approval of any application, zoning or otherwise, and that the County retains its full power and authority to any application, in whole or in part.

Incorporation of Recitals. SunCap hereby agrees that the recitals in this Declaration are hereby true and correct, and are incorporated into this Declaration.

IN WITNESS WHEREOF, the representatives of SunCap have caused this Declaration to be executed by their respective and duly authorized representative on this 30th day of APRIL, 2015, and they intend to be legally bound hereby to all of the terms and conditions of this Declaration.

Kevin Oyer
Witness/Attest:

Andrew Reed
Witness/Attest:

By: _____

Name: FLINT MCNAUGHTON

Title: MANAGER

STATE OF North Carolina
SS:
COUNTY OF Mecklenburg

~~2014~~ 2015 The foregoing instrument was acknowledged before me this 30 day of April, by Flint McNaughton, of SunCap Property Group, a _____ company, whose title is Manager and s/he has produced _____ as identification.

(SEAL)

Notary Public-State of North Carolina
Commission Number: _____
2-26-2019

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of
Florida by its Board of County
Commissioners

By:_____

Name:_____

Title:_____

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____

Name: _____
Title: Assistant County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A portion of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 35, Township 56 South, Range 39 East; thence run S89°11'32"W, along the north line of the SE 1/4 of said Section 35, 50.00 feet to the West right-of-way line of SW 127th Ave per Deed Book 2301, Page 306, and Deed Book 2302, Page 234, according to the Public Records of Miami-Dade County, Florida and the point of beginning; thence departing said North line, run S00°45'41" E along said West right-of-way line, 1344.62 feet to the South line of the North 1/2 of the SE 1/4 of Section 35; thence departing said West right-of-way line, run S89°14'03"W along said south line, 1632.06 feet to the East line of the West 3/4 of the NW 1/4 of the SE 1/4 of Section 35; thence departing said South line run N00°48'42"W along said East line, 1343.43' to the North line of the SE 1/4 of Section 35, also being the South right-of-way line of SW 272nd Street per the Plat of "Air Base School Subdivision" as recorded in Plat Book 87, Page 91, and per the Plat of "H.U.D. Florida 5-72", as recorded in Plat Book 114, Page 14, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida; thence run N89°11'32"E along said North line and South right-of-way line, 1633.24' to the point of beginning.

EXHIBIT 3

CONTRACT FOR SALE AND PURCHASE

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("**Contract**") is made this _____ day of _____, 20__ ("Effective Date"), by and between Seller, Miami-Dade County, a political subdivision of the State of Florida ("SELLER" or "County"), 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128,and Buyer, SunCap Property Group, LLC ("BUYER") _____.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, BUYER and SELLER agree as follows:

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy, all in accordance with and subject to the satisfaction of the conditions set forth in this Contract the real property, folio numbers: **Folio 30-6935-000-0052, Folio 30-6935-000-0410, Folio 30-6935-000-0390,** that is more particularly described in attached **EXHIBIT "A"** of this Contract (the "Property").

2. PURCHASE PRICE: BUYER agrees to pay a purchase price for the Property in the amount of Four Million Four Hundred Forty-Six Thousand Seven Hundred Seventy-Eight Dollars ($4,446,778.00), which shall be paid by wire transfer to Miami-Dade County.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER by September 30, 2015, this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following approval by SELLER and following satisfaction of the conditions set forth herein, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details and conditions of closing:

Conditions Precedent to closing: The closing of this Contract and the obligations of the County to convey the Property to BUYER are contingent upon the satisfaction of the following conditions precedent: (i) Deposit by the BUYER of $222,338.90 into the Closing Escrow on or before 10 days from the date the Contract is fully executed by the County

and (ii) the delivery of all of the contracts and the authorizing resolutions to the Escrow Agent. BUYER and SELLER acknowledge and agree that if all of the Conditions Precedent are not met on or before June 30, 2015, then this Contract shall automatically terminate, be null and void, and be considered of no further force and effect and neither the BUYER nor the SELLER shall have any obligations or liabilities under this Contract to each other, and shall bear their own costs, fees, and expenses, if any

a. Time and Place: The closing shall be on or before 120 days after the satisfaction of all of the Conditions Precedent. The date, time and place of closing shall be set by SELLER.

b. Conveyance: At closing, SELLER will deliver to BUYER a fully executed County Deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION,"

without warranties or representations in the form attached hereto as **Exhibit "B"** of this Contract and the fully executed (by BUYER AND SELLER) Declaration of Restrictions for the Property attached hereto as **Exhibit "C"** of this Contract. The Declaration of Restrictions shall be recorded contemporaneously with the County Deed, immediately following recordation of the Deed.

c. Expenses: BUYER and SELLER acknowledge that BUYER shall be responsible for all closing costs associated with this transaction and the Property, including but not limited to appraisal costs, survey costs, documentary stamp tax on the deeds, surtaxes on the deeds, recording fees for all documents to be recorded, abstract or title insurance fees, attorneys' fees and real estate brokerage fees, and all payments required under this Contract, and BUYER shall deposit such amounts in a closing escrow ("**Closing Escrow**") with Escrow Agent (defined herein) on or before June 30, 2015, and shall pay any costs charged by such Escrow Agent. If BUYER obtains a survey of the Property, nothing contained therein shall affect the Purchase Price or terms of this Contract. BUYER agrees that it shall be responsible for all costs of compliance with the terms of the Deed and Declaration of Restrictions, except as otherwise specifically set forth therein. The obligation to pay such costs expended as forth in this Paragraph 3(d) survives the termination of this contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: BUYER agrees to take title to the Property subject to those exceptions in **Exhibit "D"**, including , but not limited to, the Indenture for this Property from the United States of America to Miami-Dade County dated August 12, 2004, and recorded in the Official Records of Miami-Dade County on December 8, 2004 at OR Book 22889, Page 2565 and the Economic Development Conveyance Agreement between the United States of America and Miami-Dade County, approved by Miami-Dade County by Resolution 909-04 on July 13, 2004, as well as any other covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, and acknowledges that the SELLER does not warrant the title to the Property and is conveying only the interest of the County and its Board of County Commissioners in the Property.

6. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of the Division of State Lands of the State of Florida Department of Environmental Protection, the applicable water management district or any other applicable permitting entity.

7. CONDITION OF THE PROPERTY: BUYER acknowledges that it has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose. BUYER acknowledges that the Property may include certain improvements that are presumed to contain lead-based paint because they are thought or known to have been constructed before 1978.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in

Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. TITLE INSURANCE. BUYER shall, at its expense, on or before June 30, 2015, obtain and furnish to the SELLER a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company licensed by the State of Florida ("Title Company") in the amount of $4,446,778.00, which policy shall insure marketable title of the SELLER to the Property and furnish a copy of the policy to SELLER immediately upon BUYER'S receipt of same. In addition, the policy shall insure title to the Property for the period between closing and the recording of the County deed from the SELLER. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both BUYER and SELLER shall be released of all obligations hereunder. The cost and expense of the title insurance shall be borne and paid for by the BUYER even if this Contract does not close. This Paragraph 9 survives the termination of this Contract.

10. INSPECTIONS/HAZARDOUS MATERIALS. BUYER shall, at BUYER'S sole cost and expense and on or before June 30, 2015, furnish to SELLER an environmental site assessment of the Property that meets the standards for a Phase 1 Environmental acceptable to the Miami-Dade County Department of Regulatory and Economic Resources in order to determine the existence and extent, if any, of Hazardous Materials (as defined herein) or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind or any other substance which is regulated by any environmental law. The environmental site assessment shall be certified to the SELLER and the date of certification shall be within 10 days before the date of closing. If Hazardous Materials are discovered on the Property after closing, BUYER agrees and acknowledges that the SELLER has no obligation or responsibility whatsoever for such Hazardous Materials, including but not limited to having no obligation or responsibility to commence and pursue any assessment, clean up and/or monitoring of the Property necessary to bring the Property into full compliance with environmental laws. BUYER shall defend, indemnify and hold the SELLER (and its officers, employees, agent and instrumentalities) harmless from any and all liability, losses, damages, costs, expenses, suits, claims and/or demands, including attorneys' fees and costs of defense, which SELLER (or its officers, employees, agents, and/or instrumentalities) may incur as a result of, arising from, or relating to the presence of any Hazardous Materials on the Property and/or the violation of any environmental laws resulting from the condition of the Property. This Paragraph 10 shall survive the expiration of this Contract and the closing of this Contract.

11. DEFAULT: If either BUYER or SELLER defaults under this Contract, in addition to any other remedy available at law or in equity, the non-defaulting party may waive the default and proceed to closing, seek specific performance, or refuse to close.

12. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, its successors or assigns.

13. ASSIGNMENT: This Contract shall not be assigned by BUYER to any person or entity without the prior written consent of the SELLER, as evidenced by a resolution of the Board of County Commissioners of Miami-Dade County in its sole and absolute discretion; provided however that BUYER may assign or convey the Property to a subisidiary and/or affiliate of SunCap with the prior written consent of the County Mayor or Mayor's designee. Any such assignment hereunder shall not release BUYER or any Successor from its obligations pursuant to this Contract unless otherwise agreed to by the Miami-Dade County Board of County Commissioners (or by the County Mayor or Mayor's designee if the assignment or conveyance was to a subsidiary or affiliate of SunCap).

14. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

15. BROKERS: Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the BUYER. BUYER shall hold the SELLER harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorneys' fees and costs, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent. This Paragraph 15 survives the termination of this Contract.

16. INDEMNIFICATION: BUYER shall indemnify and hold harmless the SELLER and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SELLER 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 this Contract by the BUYER or its employees, agents, servants, partners principals or subcontractors, specifically including but not limited to any challenges, claims or suits arising from the method of conveyance from the SELLER to the BUYER. BUYER shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SELLER, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. BUYER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by BUYER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SELLER or its officers, employees, agents and instrumentalities as herein provided. This Paragraph 16 survives the termination of this Contract.

17. GOVERNING LAW AND VENUE: This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract, or any acts arising or relating thereto, proper venue thereof shall be in Miami-Dade County, Florida.

18. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties.

19. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

20. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER in any manner unless or until it is approved by the Miami-Dade Board of County Commissioners ("Board"), provided, however, that such Board approval shall not be effective until the earlier of (a) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (b) the lapse of ten (10) days without the Mayor's veto. In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs. The actions of the Board in connection with the approval of the Contract rests solely in the discretion of the Board, as does the Mayor's power to veto any action of the Board. Additionally, once the Contract has been legally approved by the Board, then it must also be executed by the Mayor or Mayor's designee to be effective and binding.

21. ESCROW: In the event of any disagreement between the parties and any other person resulting in adverse claims and demands being made in connection with, or for, the documents and funds held in escrow, the Escrow Agent shall refuse to comply with the claims or demands as long as such disagreement shall continue, and in so refusing, the Escrow Agent shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. The Escrow Agent shall be entitled to continue to refrain from acting and refusing to act until it receives authorization as follows:

a. Authorization executed by all parties to the disagreement; or

b. A certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the documents and funds held in escrow.

Upon receipt of any of the above, the Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Contract. In addition, the Escrow Agent may commence an interpleader action and deposit the documents and funds in escrow with a court of competent jurisdiction and in such event shall be relieved of any and all further liability. BUYER shall reimburse the Escrow Agent for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by the Escrow Agent relating to the commencement of an interpleader action under this Contract. Upon completion of the disbursement of the documents and funds held in escrow, the Escrow Agent shall be released and discharged of its escrow obligations under this Contract. BUYER shall indemnify and hold harmless the Escrow Agent with respect to all costs and expenses incurred by the Escrow Agent under this Contract, including reasonable attorneys' fees by reason of the Escrow Agent's performance pursuant to this Contract, except any such costs and expenses arising out of the gross negligence or willful misconduct of the Escrow Agent. This Paragraph 21 survives the termination of this contract.

22. NOTICE. All communications regarding this transaction shall be directed to:

As to BUYER: Mr. Jon Phillips, First Vice-President
SunCap Property Group
The Carnegie Building, 6101 Carnegie, Blvd., Suite 180
Charlotte, NC 28209

As to SELLER: Miami-Dade County
Attn: Robert Warren, Real Estate Advisor

Regulatory and Economic Resources Department

111 NW 1st, Street, 12th, Floor

Miami, FL 33128

IN WITNESS WHEREOF, the Buyer and Sellers have duly executed this Contract as of the day and year above written.

BUYER: SunCap Property Group, LLC

Witness: _____

Witness Print Name: Dion K. Baca

_____ (SEAL)

By: _____

Printed Name Flint McNaughton

Witness: _____

Witness Print Name: Kevin Darr

_____ (SEAL)

Attest: _____

Printed Name Ryan Allen

CORP SEAL

112195/21.1

STATE OF North Carolina

COUNTY OF Mecklenburg

I HEREBY CERTIFY, that on this 30 day of April, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Flint McNaughton personally known to me, or proven, by producing the following identification: _____ to be the Manager of **SunCap Property Group, LLC,** an existing Limited Liability Company under the laws of the State of North Carolina, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 30 day of April, 2015

Raeshon F. Hunter (SEAL)

Notary Public

Raeshon F. Hunter

Print Name

NOTARY SEAL / STAMP

Notary Public, State of North Carolina

My Commission expires: 2-26-2019

_____

1121957241.1

SELLER:

ATTEST:

MIAMI-DADE COUNTY

By: _____

Clerk

By: _____

Mayor

DATE: _____

Approved as to form

and legal sufficiency.

_____

Assistant County Attorney

The foregoing was accepted and approved on the _____day of_____, 20___, by Resolution No._____of the Board of County Commissioners of Dade County, Florida.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A portion of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 35, Township 56 South, Range 39 East; thence run S89°11'32"W, along the north line of the SE 1/4 of said Section 35, 50.00 feet to the West right-of-way line of SW 127th Ave per Deed Book 2301, Page 306, and Deed Book 2302, Page 234, according to the Public Records of Miami-Dade County, Florida and the point of beginning; thence departing said North line, run S00°45'41" E along said West right-of-way line, 1344.62 feet to the South line of the North 1/2 of the SE 1/4 of Section 35; thence departing said West right-of-way line, run S89°14'03"W along said south line, 1632.06 feet to the East line of the West 3/4 of the NW 1/4 of the SE 1/4 of Section 35; thence departing said South line run N00°48'42"W along said East line, 1343.43' to the North line of the SE 1/4 of Section 35, also being the South right-of-way line of SW 272nd Street per the Plat of "Air Base School Subdivision" as recorded in Plat Book 87, Page 91, and per the Plat of "H.U.D. Florida 5-72", as recorded in Plat Book 114, Page 14, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida; thence run N89°11'32"E along said North line and South right-of-way line, 1633.24' to the point of beginning.

EXHIBIT "B"

COUNTY DEED

Instrument prepared by and returned to:
Robert Warren, Real Estate Advisor
Miami-Dade County, Internal Services Department
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No. : **30-6935-000-0390; 30-6935-000-0410; 30-6935-000-0052**

---------- {{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA} ----------

COUNTY DEED

THIS COUNTY DEED, made this day of , 2015, by Miami-Dade County, Florida, a political subdivision of the State of Florida, party of the first part ("County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and the SUNCAP PROPERTY GROUP, LLC, a North Carolina Limited Liability Company, party of the second part ("Grantee"), whose address is: 6101 Carnegie Boulevard, Suite 180, Charlotte, North Carolina 28209.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged has granted, bargained and sold, except without the right to convey or assign, to the party of the second part, its successors and assigns forever, the following described lands lying and being in Miami-Dade County, Florida, ("Property"):

LEGAL DESCRIPTION

A portion of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 35, Township 56 South, Range 39 East; thence run S89°11'32"W, along the north line of the SE 1/4 of said Section 35, 50.00 feet to the West right-of-way line of SW 127th Ave per Deed Book 2301, Page 306, and Deed Book 2302, Page 234, according to the Public Records of Miami-Dade County, Florida and the point of beginning; thence departing said North line, run S00°45'41" E along said West right-of-way line, 1344.62 feet to the South line of the North 1/2 of the SE 1/4 of Section 35; thence departing said West right-of-way line, run S89°14'03"W along said south line, 1632.06 feet to the East line of the West 3/4 of the NW 1/4 of the SE 1/4 of Section 35; thence departing said South line run N00°48'42"W along said East line, 1343.43' to the North line of the SE 1/4 of Section 35, also being the South right-of-way line of SW 272nd Street per the Plat of "Air Base School Subdivision" as recorded in Plat Book 87, Page 91, and per the Plat of "H.U.D. Florida 5-72", as recorded in Plat Book 114, Page 14, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida; thence run N89°11'32"E along said North line and South right-of-way line, 1633.24' to the point of beginning.

This grant conveys only the interest of the County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This grant is made for the public purpose of constructing and maintaining an industrial facility on the Property in furtherance of economic development for the benefit of all Miami-Dade County residents as defined in Florida Statute, Section 125.045.

This grant is subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

This grant is subject to the reservations, conditions, covenants, requirements and rights of reverter set forth in the Indenture entered between the United States of America and the County recorded in the public records of Miami-Dade County at Official Records Book 22889, Pages 2565-2574

If in the sole discretion of Miami-Dade County, and only prior to fifteen (15) years from the date of recordation of this Deed, the Property ceases to be used for the purpose set forth herein by Grantee, or its successors or assigns, or if Grantee violates any of the covenants or terms contained in this Deed or in the Declaration of Restrictions executed together with this Deed on _____ (the "Declaration"), the County shall provide thirty (30) days written notice to Grantee or its successor or assignee to provide Grantee or its successor or assignee the opportunity to cure the default ("Grace Period"). If after expiration of the thirty (30) day Grace Period, Grantee, or its successor or assignee, has not remedied the default, as determined in the County's sole and absolute discretion, then at the option of the County, and upon ten (10) days' written notice given to Grantee, the Property shall then immediately revert to the County, along with any and all improvements thereon, without cost or expense to the County. In the event of such reverter, Grantee, or its successors or assigns, shall immediately deed the Property back to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Grantee. The County retains a reversionary interest in the Property, only up to date in time that is fifteen (15) years from the date of recordation of this Deed, which right may be exercised by the County in accordance with this Deed or the Declaration. Notwithstanding the foregoing, the fifteen year limitation set forth herein does not apply to any terms that survive the expiration or termination of the Declaration, as set forth in the Declaration, which may be enforced by any means available under the law.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:
FLORIDA

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY,

BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____day of _____, 2015.

EXHIBIT "C"

DECLARATION OF RESTRICTIONS

This instrument was prepared by:
Robert Warren, Real Estate Advisor
Internal Services Department
Miami-Dade County
111 N.W. 1st Street, Suite 2460
Miami, Florida 33129

Folio No.: (Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, Miami-Dade County (the "County") has approved the conveyance to SunCap Property Group, LLC ('SunCap" or "Grantee") of real property located in Unincorporated Miami-Dade County, Florida, subject to the execution of this Declaration of Restrictions ("Declaration"), legally described as follows:

Folio No: **Folio 30-6935-000-0052, Folio 30-6935-000-0410, Folio 30-6935-000-0390** (the "Property") as further described in Exhibit "A"; and

WHEREAS, SunCap hereby acknowledges and agrees that this Declaration was an inducement and part of the consideration for the County to convey the Property to SunCap.

NOW THEREFORE, in order to assure the County that the representations made by SunCap will always be abided by, SunCap, for sufficient consideration, makes the following Declaration covering and running with the Property.

SunCap hereby agrees and stipulates as follows:

Requirements related to the Property

1. The Property shall solely be used for the construction and operation of an industrial/distribution building with associated office space and ancillary uses of a minimum total of 150,000 square feet (the "Improvements").

2. All available building and development permits for construction of the Improvements shall be obtained within 18 months of the date of the recordation of this Declaration in the official public records of Miami-Dade County, and construction of the Improvements shall thereafter be diligently pursued until completion.

3. A minimum of $15,000,000 shall be expended to construct the Improvements. The Improvements shall be substantially completed, as evidenced by a certificate of occupancy or its equivalent, within 36 months of the date of the recordation of this Declaration in the official public records of Miami-Dade County.

4. At least 75 full-time or full time equivalent jobs with an average annual salary of at least $35,000 shall be created within two years from the date that the Improvements are substantially completed, and such jobs must be maintained for a period of fifteen years thereafter. The requirements of this section survive the expiration of this Declaration.

Such requirements shall collectively be referred to as "Declaration Requirements."

Covenants.

1. Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain Asbestos-Containing Materials ("ACM"). Grantee covenants that in its use and occupancy of the Property, it will comply with all applicable federal, state, and local laws relating to asbestos. Grantee shall use due care during property development activities that may uncover pipelines or other buried ACM. Grantee shall notify the County promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sections 9601 et seq.). County assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property arising after the Deed and conveyance to Grantee, whether the Grantee has properly warned, or failed to properly warn, the persons injured. This provision survives the termination or expiration of this Declaration.

2. Grantee shall, at its sole cost and expense, conduct surveys to determine the presence of the eastern indigo snake (which has the potential to inhabit the Property), prior to undertaking any construction on the Property. The Department of Interior, Fish and Wildlife Service may, for good cause, and with the concurrence of the General Services Administration, modify or cancel this restriction upon written application of Grantee.

3. Grantee shall not discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. Grantee shall comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property.

4. Grantee shall be solely and exclusively responsible for the payment of all costs and expenses necessary to comply with the terms of this Declaration. This provision survives the termination of this Declaration.

Enforcement. The County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or equity save and except for any exclusive rights of the United States of America as set forth in the Indenture recorded in the official records of Miami-Dade County at Official Records Book 22889, Page 2565-2574, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against SunCap or any person or entity violating or attempting to violate the terms of this Declaration. This Declaration shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Declaration shall be Miami-Dade County.

County Inspection. It is hereby agreed that Miami-Dade County, or its duly authorized agents, shall have the right upon reasonable notice to inspect the Property, or SunCap's financial and accounting records, maintenance records, or other corporate documents related to the construction or maintenance of the Improvements to determine whether the requirements herein are being fully complied with, including but not limited to the expenditure of funds and the creation and maintenance of jobs.

Covenant Running with the Land. This Declaration shall constitute a covenant running with the land on the Property, and shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon SunCap and its subsidiaries, successors and assigns for fifteen years from the date of this Declaration, unless this Declaration is modified, amended or released by mutual agreement of the County and then owner and the County's approval of any such amendment, modification or release shall be in its sole and absolute discretion and shall be evidenced by resolution of Miami-Dade County. SunCap, its subsidiaries, successors and assigns, agree that acceptance of this Declaration is legally binding upon them, and does not in any way obligate or provide a limitation on the County. The fifteen year limitation set forth in this paragraph shall not apply to any term or provision of this Declaration that survives the termination or expiration of this Declaration, as specified in this Declaration.

Assignment, Lease or Subsequent Conveyance. SunCap shall not assign, lease, or convey the Property to any person or entity other than Fedex Ground, without the prior written consent of the County, as evidenced by a resolution of the Board of County Commissioners of Miami-Dade County in its sole and absolute discretion; provided however that SunCap may assign or convey the Property to a subsidiary and/or affiliate of SunCap with the prior written consent of the County Mayor or Mayor's designee. Any such assignment hereunder shall not be deemed to release the terms and conditions of this Declaration of Restrictions or the County Deed, which run with the land.

Authorization for Miami-Dade County to Reacquire the Property. In the event that any of the terms or conditions herein are not complied with, including but not limited to the Declaration

Requirements, the County shall provide thirty (30) days written notice to SunCap or its successor or assignee to provide SunCap or its successor or assignee the opportunity to cure the default ("Grace Period"). If after expiration of the thirty (30) day Grace Period, SunCap or its successor or assignee has not remedied the default, as determined in the County's sole and absolute discretion, then at the option of the County and upon ten (10) days' written notice, the Property shall then immediately revert to the County, along with any and all improvements thereon, without cost or expense to the County. This right shall be in addition to any other remedy that the County may have herein and/or at law or in equity.

Sovereign Rights. The County retains all of its sovereign prerogatives and rights as a county under State law with respect to the planning, design, construction, development and operation of the Property. It is expressly understood that notwithstanding any provisions of this Declaration and the County's status thereunder:

(a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to the planning, design, construction and development of the Improvements, the Property, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and

(b) The County shall not, by virtue of this Declaration, be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development and/or operation of the Property and the Improvements.

(c) Notwithstanding and prevailing over any contrary provision in this Declaration, nothing contained in this Declaration shall bind the Board of County Commissioners, the County's Planning and Zoning Division, or any other County, Federal or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

Indemnification. Grantee or its successors or assigns shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Grantor's conveyance of the Property to Grantee, or the performance of any act under this Declaration or compliance with the terms of this Declaration by the Grantee or its successors or assigns or their employees, agents, partners, principals or subcontractors. Grantee or its successors or assigns 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which

may issue thereon. Grantee or its successors or assigns expressly understands and agrees that any insurance protection provided by Grantee or its successors or assigns shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision survives the termination or expiration of this Declaration.

Community Small Business Enterprise ("CSBE"). SunCap hereby acknowledges and agrees that in accordance with the County's rules and regulations, all privately funded construction with a total value over $200,000.00 must comply with Sections 10-33.02 and 2-10.4.01 of the County Code of Miami Dade County ("Code"), which governs, respectively, the Seller's Community Small Business Enterprise ("CSBE") program, and the Community Business Enterprise ("CBE") Program for Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Professional Services. As a result, SunCap shall timely submit, or cause to be submitted, any design and construction packages, to the Small Business Development Division of the Regulatory and Economic Resources Department prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. SunCap further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above mentioned sections of the Code.

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, at will, such other additional rights, remedies, or privileges.

Severability. Invalidation of any one of these covenants, by judgment of a court, shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be recorded by the County in the public records of Miami-Dade County, Florida at the cost of SunCap, on the date the Property is conveyed to SunCap, immediately following the conveyance of the Property to SunCap and the recordation of the County Deed of conveyance. This Declaration shall become effective immediately upon recordation.

Acceptance of Declaration. SunCap acknowledges that acceptance of this Declaration does not obligate the County in any manner, and does not entitle SunCap to favorable approval of any application, zoning or otherwise, and that the County retains its full power and authority to any application, in whole or in part.

Incorporation of Recitals. SunCap hereby agrees that the recitals in this Declaration are hereby true and correct, and are incorporated into this Declaration.

IN WITNESS WHEREOF, the representatives of SunCap have caused this Declaration to be executed by their respective and duly authorized representative on this 30th day of APRIL, 2015, and they intend to be legally bound hereby to all of the terms and conditions of this Declaration.

KEVIN OAKA
Witness/Attest:

Andrew Reed
Witness/Attest:

By: _____

Name: FLINT McNAUGHTON

Title: MANAGER

STATE OF North Carolina
SS:
COUNTY OF Mecklenburg

~~2014~~ 2015 The foregoing instrument was acknowledged before me this 30 day of April, by Flint McNaughton, of SunCap Property Group, a _____ company, whose title is Manager and s/he has produced _____ as identification.

(SEAL)

Notary Public-State of North Carolina
Commission Number: _____ 2-26-2019

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of
Florida by its Board of County
Commissioners

By:_____

Name:_____

Title:_____

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____

Name: _____
Title: Assistant County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A portion of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 35, Township 56 South, Range 39 East; thence run S89°11'32"W, along the north line of the SE 1/4 of said Section 35, 50.00 feet to the West right-of-way line of SW 127th Ave per Deed Book 2301, Page 306, and Deed Book 2302, Page 234, according to the Public Records of Miami-Dade County, Florida and the point of beginning; thence departing said North line, run S00°45'41" E along said West right-of-way line, 1344.62 feet to the South line of the North 1/2 of the SE 1/4 of Section 35; thence departing said West right-of-way line, run S89°14'03"W along said south line, 1632.06 feet to the East line of the West 3/4 of the NW 1/4 of the SE 1/4 of Section 35; thence departing said South line run N00°48'42"W along said East line, 1343.43' to the North line of the SE 1/4 of Section 35, also being the South right-of-way line of SW 272nd Street per the Plat of "Air Base School Subdivision" as recorded in Plat Book 87, Page 91, and per the Plat of "H.U.D. Florida 5-72", as recorded in Plat Book 114, Page 14, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida; thence run N89°11'32"E along said North line and South right-of-way line, 1633.24' to the point of beginning.

EXHIBIT "D"

EASEMENTS, RESTRICTIONS AND ENCUMBRANCES

INDENTURE

ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A portion of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 35, Township 56 South, Range 39 East; thence run S89°11'32"W, along the north line of the SE 1/4 of said Section 35, 50.00 feet to the West right-of-way line of SW 127th Ave per Deed Book 2301, Page 306, and Deed Book 2302, Page 234, according to the Public Records of Miami-Dade County, Florida and the point of beginning; thence departing said North line, run S00°45'41" E along said West right-of-way line, 1344.62 feet to the South line of the North 1/2 of the SE 1/4 of Section 35; thence departing said West right-of-way line, run S89°14'03"W along said south line, 1632.06 feet to the East line of the West 3/4 of the NW 1/4 of the SE 1/4 of Section 35; thence departing said South line run N00°48'42"W along said East line, 1343.43' to the North line of the SE 1/4 of Section 35, also being the South right-of-way line of SW 272nd Street per the Plat of "Air Base School Subdivision" as recorded in Plat Book 87, Page 91, and per the Plat of "H.U.D. Florida 5-72", as recorded in Plat Book 114, Page 14, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida; thence run N89°11'32"E along said North line and South right-of-way line, 1633.24' to the point of beginning.

Instrument prepared by and returned to:
Robert Warren, Real Estate Advisor
Miami-Dade County, Internal Services Department
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No. : **30-6935-000-0390; 30-6935-000-0410; 30-6935-000-0052**

---------- {{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA} ----------

COUNTY DEED

THIS COUNTY DEED, made this day of , 2015, by Miami-Dade County, Florida, a political subdivision of the State of Florida, party of the first part ("County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and the SUNCAP PROPERTY GROUP, LLC, a North Carolina Limited Liability Company, party of the second part ("Grantee"), whose address is: 6101 Carnegie Boulevard, Suite 180, Charlotte, North Carolina 28209.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged has granted, bargained and sold, except without the right to convey or assign, to the party of the second part, its successors and assigns forever, the following described lands lying and being in Miami-Dade County, Florida, ("Property"):

LEGAL DESCRIPTION

A portion of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 35, Township 56 South, Range 39 East; thence run S89°11'32"W, along the north line of the SE 1/4 of said Section 35, 50.00 feet to the West right-of-way line of SW 127th Ave per Deed Book 2301, Page 306, and Deed Book 2302, Page 234, according to the Public Records of Miami-Dade County, Florida and the point of beginning; thence departing said North line, run S00°45'41" E along said West right-of-way line, 1344.62 feet to the South line of the North 1/2 of the SE 1/4 of Section 35; thence departing said West right-of-way line, run S89°14'03"W along said south line, 1632.06 feet to the East line of the West 3/4 of the NW 1/4 of the SE 1/4 of Section 35; thence departing said South line run N00°48'42"W along said East line, 1343.43' to the North line of the SE 1/4 of Section 35, also being the South right-of-way line of SW 272nd Street per the Plat of "Air Base School Subdivision" as recorded in Plat Book 87, Page 91, and per the Plat of "H.U.D. Florida 5-72", as recorded in Plat Book 114, Page 14, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida; thence run N89°11'32"E along said North line and South right-of-way line, 1633.24' to the point of beginning.

This grant conveys only the interest of the County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This grant is made for the public purpose of constructing and maintaining an industrial facility on the Property in furtherance of economic development for the benefit of all Miami-Dade County residents as defined in Florida Statute, Section 125.045.

This grant is subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

This grant is subject to the reservations, conditions, covenants, requirements and rights of reverter set forth in the Indenture entered between the United States of America and the County recorded in the public records of Miami-Dade County at Official Records Book 22889, Pages 2565-2574

If in the sole discretion of Miami-Dade County, and only prior to fifteen (15) years from the date of recordation of this Deed, the Property ceases to be used for the purpose set forth herein by Grantee, or its successors or assigns, or if Grantee violates any of the covenants or terms contained in this Deed or in the Declaration of Restrictions executed together with this Deed on _____ (the "Declaration"), the County shall provide thirty (30) days written notice to Grantee or its successor or assignee to provide Grantee or its successor or assignee the opportunity to cure the default ("Grace Period"). If after expiration of the thirty (30) day Grace Period, Grantee, or its successor or assignee, has not remedied the default, as determined in the County's sole and absolute discretion, then at the option of the County, and upon ten (10) days' written notice given to Grantee, the Property shall then immediately revert to the County, along with any and all improvements thereon, without cost or expense to the County. In the event of such reverter, Grantee, or its successors or assigns, shall immediately deed the Property back to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Grantee. The County retains a reversionary interest in the Property, only up to date in time that is fifteen (15) years from the date of recordation of this Deed, which right may be exercised by the County in accordance with this Deed or the Declaration. Notwithstanding the foregoing, the fifteen year limitation set forth herein does not apply to any terms that survive the expiration or termination of the Declaration, as set forth in the Declaration, which may be enforced by any means available under the law.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:
FLORIDA

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY,

BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____day of _____, 2015.

EXHIBIT "C"

DECLARATION OF RESTRICTIONS

This instrument was prepared by:
Robert Warren, Real Estate Advisor
Internal Services Department
Miami-Dade County
111 N.W. 1st Street, Suite 2460
Miami, Florida 33129

Folio No.: (Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, Miami-Dade County (the "County") has approved the conveyance to SunCap Property Group, LLC ('SunCap" or "Grantee") of real property located in Unincorporated Miami-Dade County, Florida, subject to the execution of this Declaration of Restrictions ("Declaration"), legally described as follows:

Folio No: **Folio 30-6935-000-0052, Folio 30-6935-000-0410, Folio 30-6935-000-0390** (the "Property") as further described in Exhibit "A"; and

WHEREAS, SunCap hereby acknowledges and agrees that this Declaration was an inducement and part of the consideration for the County to convey the Property to SunCap.

NOW THEREFORE, in order to assure the County that the representations made by SunCap will always be abided by, SunCap, for sufficient consideration, makes the following Declaration covering and running with the Property.

SunCap hereby agrees and stipulates as follows:

Requirements related to the Property

1. The Property shall solely be used for the construction and operation of an industrial/distribution building with associated office space and ancillary uses of a minimum total of 150,000 square feet (the "Improvements").

2. All available building and development permits for construction of the Improvements shall be obtained within 18 months of the date of the recordation of this Declaration in the official public records of Miami-Dade County, and construction of the Improvements shall thereafter be diligently pursued until completion.

3. A minimum of $15,000,000 shall be expended to construct the Improvements. The Improvements shall be substantially completed, as evidenced by a certificate of occupancy or its equivalent, within 36 months of the date of the recordation of this Declaration in the official public records of Miami-Dade County.

4. At least 75 full-time or full time equivalent jobs with an average annual salary of at least $35,000 shall be created within two years from the date that the Improvements are substantially completed, and such jobs must be maintained for a period of fifteen years thereafter. The requirements of this section survive the expiration of this Declaration.

Such requirements shall collectively be referred to as "Declaration Requirements."

Covenants.

1. Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain Asbestos-Containing Materials ("ACM"). Grantee covenants that in its use and occupancy of the Property, it will comply with all applicable federal, state, and local laws relating to asbestos. Grantee shall use due care during property development activities that may uncover pipelines or other buried ACM. Grantee shall notify the County promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sections 9601 et seq.). County assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property arising after the Deed and conveyance to Grantee, whether the Grantee has properly warned, or failed to properly warn, the persons injured. This provision survives the termination or expiration of this Declaration.

2. Grantee shall, at its sole cost and expense, conduct surveys to determine the presence of the eastern indigo snake (which has the potential to inhabit the Property), prior to undertaking any construction on the Property. The Department of Interior, Fish and Wildlife Service may, for good cause, and with the concurrence of the General Services Administration, modify or cancel this restriction upon written application of Grantee.

3. Grantee shall not discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. Grantee shall comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property.

4. Grantee shall be solely and exclusively responsible for the payment of all costs and expenses necessary to comply with the terms of this Declaration. This provision survives the termination of this Declaration.

Enforcement. The County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or equity save and except for any exclusive rights of the United States of America as set forth in the Indenture recorded in the official records of Miami-Dade County at Official Records Book 22889, Page 2565-2574, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against SunCap or any person or entity violating or attempting to violate the terms of this Declaration. This Declaration shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Declaration shall be Miami-Dade County.

County Inspection. It is hereby agreed that Miami-Dade County, or its duly authorized agents, shall have the right upon reasonable notice to inspect the Property, or SunCap's financial and accounting records, maintenance records, or other corporate documents related to the construction or maintenance of the Improvements to determine whether the requirements herein are being fully complied with, including but not limited to the expenditure of funds and the creation and maintenance of jobs.

Covenant Running with the Land. This Declaration shall constitute a covenant running with the land on the Property, and shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon SunCap and its subsidiaries, successors and assigns for fifteen years from the date of this Declaration, unless this Declaration is modified, amended or released by mutual agreement of the County and then owner and the County's approval of any such amendment, modification or release shall be in its sole and absolute discretion and shall be evidenced by resolution of Miami-Dade County. SunCap, its subsidiaries, successors and assigns, agree that acceptance of this Declaration is legally binding upon them, and does not in any way obligate or provide a limitation on the County. The fifteen year limitation set forth in this paragraph shall not apply to any term or provision of this Declaration that survives the termination or expiration of this Declaration, as specified in this Declaration.

Assignment, Lease or Subsequent Conveyance. SunCap shall not assign, lease, or convey the Property to any person or entity other than Fedex Ground, without the prior written consent of the County, as evidenced by a resolution of the Board of County Commissioners of Miami-Dade County in its sole and absolute discretion; provided however that SunCap may assign or convey the Property to a subsidiary and/or affiliate of SunCap with the prior written consent of the County Mayor or Mayor's designee. Any such assignment hereunder shall not be deemed to release the terms and conditions of this Declaration of Restrictions or the County Deed, which run with the land.

Authorization for Miami-Dade County to Reacquire the Property. In the event that any of the terms or conditions herein are not complied with, including but not limited to the Declaration

Requirements, the County shall provide thirty (30) days written notice to SunCap or its successor or assignee to provide SunCap or its successor or assignee the opportunity to cure the default ("Grace Period"). If after expiration of the thirty (30) day Grace Period, SunCap or its successor or assignee has not remedied the default, as determined in the County's sole and absolute discretion, then at the option of the County and upon ten (10) days' written notice, the Property shall then immediately revert to the County, along with any and all improvements thereon, without cost or expense to the County. This right shall be in addition to any other remedy that the County may have herein and/or at law or in equity.

Sovereign Rights. The County retains all of its sovereign prerogatives and rights as a county under State law with respect to the planning, design, construction, development and operation of the Property. It is expressly understood that notwithstanding any provisions of this Declaration and the County's status thereunder:

(a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to the planning, design, construction and development of the Improvements, the Property, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and

(b) The County shall not, by virtue of this Declaration, be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development and/or operation of the Property and the Improvements.

(c) Notwithstanding and prevailing over any contrary provision in this Declaration, nothing contained in this Declaration shall bind the Board of County Commissioners, the County's Planning and Zoning Division, or any other County, Federal or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

Indemnification. Grantee or its successors or assigns shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Grantor's conveyance of the Property to Grantee, or the performance of any act under this Declaration or compliance with the terms of this Declaration by the Grantee or its successors or assigns or their employees, agents, partners, principals or subcontractors. Grantee or its successors or assigns 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which

may issue thereon. Grantee or its successors or assigns expressly understands and agrees that any insurance protection provided by Grantee or its successors or assigns shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision survives the termination or expiration of this Declaration.

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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, at will, such other additional rights, remedies, or privileges.

Severability. Invalidation of any one of these covenants, by judgment of a court, shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be recorded by the County in the public records of Miami-Dade County, Florida at the cost of SunCap, on the date the Property is conveyed to SunCap, immediately following the conveyance of the Property to SunCap and the recordation of the County Deed of conveyance. This Declaration shall become effective immediately upon recordation.

Acceptance of Declaration. SunCap acknowledges that acceptance of this Declaration does not obligate the County in any manner, and does not entitle SunCap to favorable approval of any application, zoning or otherwise, and that the County retains its full power and authority to any application, in whole or in part.

Incorporation of Recitals. SunCap hereby agrees that the recitals in this Declaration are hereby true and correct, and are incorporated into this Declaration.

IN WITNESS WHEREOF, the representatives of SunCap have caused this Declaration to be executed by their respective and duly authorized representative on this _____ day of _____, 2015, and they intend to be legally bound hereby to all of the terms and conditions of this Declaration.

_____
Witness/Attest:

_____
Witness/Attest:

By:_____

Name:_____

Title:_____

_____

STATE OF _____

SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, of SunCap Property Group, a _____ company, whose title is _____ and s/he has produced _____as identification.

(SEAL)

_____

_____
Notary Public-State of_____
Commission Number: _____

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of
Florida by its Board of County
Commissioners

By:_____

Name:_____

Title:_____

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____

Name: _____
Title: Assistant County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT "D"

EASEMENTS, RESTRICTIONS AND ENCUMBRANCES

INDENTURE

CFN 2004R1094939
OR Bk 22889 Pgs 2565 - 2574; (10pgs)
RECORDED 12/08/2004 15:59:05
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE

I. PARTIES

THIS INDENTURE is made and entered into this 12th day of August, 2004, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and MIAMI-DADE COUNTY, a municipal corporation existing under the laws of the State of Florida, whose mailing address is 111 N.W. 1st Street, Miami, Florida 33128 (the "Grantee"). (When used in this Indenture, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaims unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the City of Homestead, Miami-Dade County, and State of Florida (hereafter the "Property"). A description of the Property is set forth on Exhibit A to this Indenture and identified as Parcel B.

III. APPURTENANCES AND HABENDUM

A. TO HAVE AND TO HOLD the same together with:

1. All Grantor owned buildings, facilities, roadways, rail lines, and other infrastructure, including storm drainage systems, sewer systems, and water utility

distribution systems located thereon, and any other improvements on the property except for wells and treatment facilities and systems and related piping used in environmental remediation and restoration, which are considered personal property of the Grantor and are not being conveyed to the Grantee under this Indenture;

2. All hereditaments and tenements therein and revisions, remainders, issues, profits, privileges and other rights of the Grantor belonging or related thereto;

3. All rights to mineral, including but not limited to gas, oil, water, top soil, muck, peat, humus, sand and common clay belonging to the Grantor.

IV. EXCEPTIONS

None.

V. RESERVATIONS

RESERVING UNTO THE GRANTOR, a right of access to any and all portions of the herein described land for purposes of environmental investigation, response or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a response action or corrective action to be performed by the Grantor is found to be necessary after the date of conveyance of the herein described land, or such access is necessary for the Grantor to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States, (including but not limited to, Region 4, United States Environmental Protection Agency (EPA), and the State of Florida Department of Environmental Protection (FDEP) and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to Grantee or the then owner and any authorized occupant of the aforedescribed property) to enter upon the herein described land and conduct investigations and surveys, to include drillings, testpitting, borings, data and/or record compilation and other activities related to environmental investigation, and to carry out response or corrective actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities. In exercising such rights, the Grantor shall use its best efforts to coordinate such activities with the lawful occupant(s) of the land on which the activities are to be conducted, so that such activities, to the extent technically and economically practicable, do not interfere with such occupant's beneficial use and enjoyment of the land.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law, and as set forth in Section VII.B. and VIII.D.

C. Grantee hereby understands and agrees that all costs associated with removing any restrictions of any kind whatsoever contained in this Indenture, whether necessitated by an environmental or other law or regulation, shall be the sole responsibility of Grantee, without any cost whatsoever to the United States.

VII. COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.). The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with Air Force activities and usage arising prior to the date of this Indenture and is limited to the actions, if any, to be taken in accordance with the covenant contained in Section VII.B. herein. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property arising after the date of this Indenture, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Covenant related to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, (42 U.S.C. §9620(h)(4)). Pursuant to section 120(h)(4)(D)(i) of CERCLA, the United States covenants and warrants that any response action or corrective action necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed will be conducted by the United States.

C. Preservation Covenant. The threatened eastern indigo snake has the potential to inhabit the Property. The Grantee shall conduct surveys to determine the presence of the eastern indigo snake, prior to undertaking any construction on the Property. The United States shall be deemed a beneficiary to this preservation covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this preservation covenant in any court of competent jurisdiction. This preservation covenant, and its restrictions, conditions, and limitations shall be binding on the Grantee and its successors, and assigns in perpetuity. The Department of Interior, Fish and Wildlife Service may, for good cause, and with the concurrence of the General Services Administration, modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assigns.

D. Restriction on Commercial Airport Use.

1. The Property shall not be developed either for use as a commercial airport or to support a commercial airport. The foregoing condition shall not apply to aviation-related tenants on the Property, as long as such tenants are not used to support a commercial airport at the former Homestead AFB. For the purposes of this covenant, the term "commercial airport" shall mean a public airport receiving scheduled passenger service having 2,500 or more enplaned passengers per year.

2. The foregoing condition is for the sole benefit of the UNITED STATES OF AMERICA and shall be binding and enforceable against the Grantee in perpetuity. The Grantor reserves the right to enter and inspect the Property for compliance with the foregoing conditions.

3. In the event of a breach of the foregoing condition, whether caused by the legal inability of the Grantee, its successors and assigns, at the option of the Grantor, all title, right of possession and all other rights transferred by this instrument to the Grantee, of the Property, or any portion thereof that is found to be in breach of this Covenant, shall, at the option of the Grantor, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Grantor, unless within said sixty (60) days such default or violation shall have been cured and all such conditions shall have been met, observed, or complied with, or if within sixty (60) days the Grantee shall have commenced the actions necessary to bring the Grantee into compliance with all such conditions of this paragraph VII.D. in accordance with a compliance schedule approved by the Grantor said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee, its transferees, successors and assigns. This option of reversion shall be a continuing one, and may be exercised by the United States any time the Grantor determines the aforesaid conditions

are not met, observed or complied with by the Grantee or any subsequent transferee, successor of assign.

E. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

VIII. MISCELLANEOUS

A. Each covenant of this Indenture shall be deemed to touch and concern the land and shall run with the land.

B. The Grantee may request from the United States a modification or release of one or more of the covenant(s) in whole or in part in this Indenture, subject to the notification and concurrence or approval of the Grantor. In the event the request of the Grantee for modification or release is approved by the United States, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the restrictive covenant with respect to the Property in the Covenant Release.

C. The acceptance of this Indenture shall constitute conclusive evidence of the agreement of the Grantee to be bound by the foregoing conditions, restrictions, and limitations, and to perform the obligations referred to herein.

D. The Air Force recognizes and acknowledges its obligations under Section 330 of the National Defense Authorization Act, 1993, Pub. L. No. 102-484, as amended, which provides for indemnification of certain transferees of closing defense property.

IX. LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Indenture:

Exhibit A - Property Description

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

UNITED STATES OF AMERICA

By: _____
KATHRYN M. HALVORSON
Deputy Director
Air Force Real Property Agency

Signed, Sealed, and Delivered
in the presence of:

_____

_____

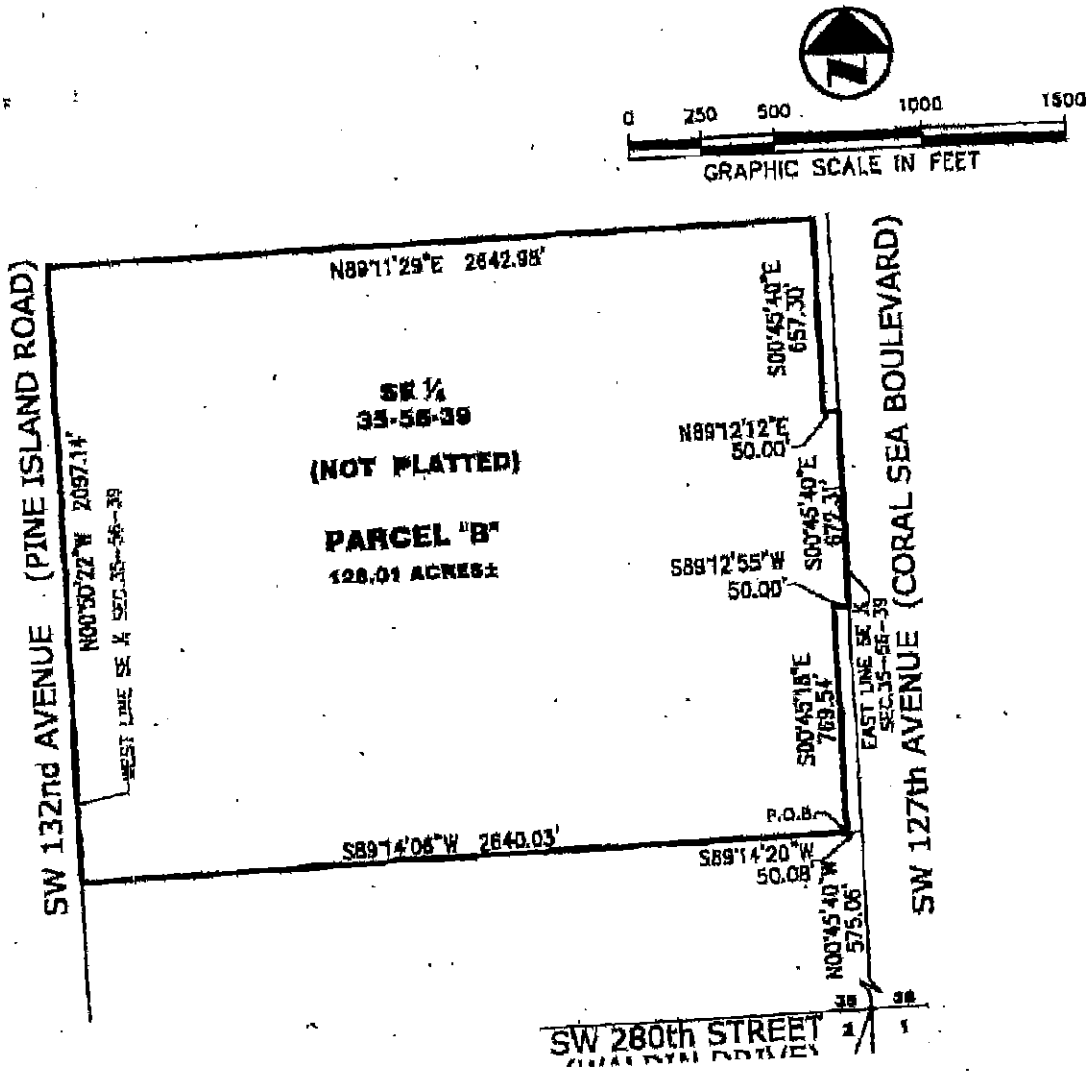
Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this 12th day of August, 2004, by Kathryn M. Halvorson, Deputy Director, Air Force Real Property Agency.

_____
Notary Public

My commission expires on _____

(seal)


0 250 500 1000 1500
GRAPHIC SCALE IN FEET
N89°11'29"E 2642.98'
SE ¼
35-56-39
(NOT PLATTED)
PARCEL "B"
128.01 ACRES±
N00°50'22"W 2097.14'
WEST LINE SE ¼ SEC.35-56-39
S00°45'40"E 657.30'
N89°12'12"E 50.00'
S00°45'40"E 672.31'
S89°12'55"W 50.00'
S00°45'18"E 769.54'
EAST LINE SE ¼ SEC.35-56-39
P.O.B.
S89°14'06"W 2640.03'
S89°14'20"W 50.08'
N00°45'40"W 575.06'
SW 132nd AVENUE (PINE ISLAND ROAD)
SW 127th AVENUE (CORAL SEA BOULEVARD)
SW 280th STREET

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "B"
HOMESTEAD AIR RESERVE STATION COMPLEX
MIAMI-DADE COUNTY, FLORIDA

ARTICLE I
DEFINITIONS, GENERALLY:

CLIENT: SHALL MEAN MIAMI-DADE COUNTY.
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, PARCELS OR STRIPS 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:

PARCEL "B"

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE N00°45'40"W ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 35 FOR 575.06 FEET; THENCE S89°14'20"W FOR 50.08 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE S89°14'08"W FOR 2640.03 FEET; THENCE, N00°50'22"W FOR 2097.14 FEET; THENCE N89°11'29"E FOR 2642.98 FEET; THENCE S00°45'40"E FOR 857.30 FEET; THENCE N89°12'12"E FOR 50.00 FEET; THENCE S00°45'40"E FOR 672.31 FEET; THENCE S89°12'55"W FOR 50.00 FEET; THENCE S00°45'18"E FOR 769.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL "B" CONTAINS 128.01 ACRES, MORE OR LESS, BY CALCULATION.

ARTICLE III
SOURCES OF DATA:

BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF N00°45'40"W ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN MIAMI-DADE COUNTY, FLORIDA.

A BOUNDARY SURVEY MAP AND REPORT PREPARED BY PBS&J ENTITLED "MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT HOMESTEAD AIR RESERVE STATION MIAMI-DADE COUNTY, FLORIDA BOUNDARY SURVEY," CERTIFIED JANUARY 19, 2004 UNDER JOB NO. 01-1320.13.

AN UNDATED "PROPERTY DISPOSAL MAP" PROVIDED BY DMG CONSULTING SERVICES, INC., WHICH WAS USED TO DETERMINE THE LOCATION, OF THE SUBJECT PROPERTY'S BOUNDARIES FOR PLANNING PURPOSES.

NOT A FIELD BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "B"

SHEET 2 OF 3

PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2307 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER L9324	HOMESTEAD AIR RESERVE STATION	DATE: 05-12-04
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DESIGNED: J.C.FERNANDEZ
		DRAWN: J.C.FERNANDEZ
		CHECKED: D.W.DEANS
		JOB NO.: 01-1501.01

ARTICLE IV
LIMITATIONS:

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.

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 LANDS 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.

ARTICLE V
CLIENT INFORMATION:

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

GOVERNMENT OF MIAMI-DADE COUNTY
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, A FLORIDA CORPORATION
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: MAY 12, 2004

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.

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ALL RIGHTS RESERVED

NOT A FIELD BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "B"

SHEET 3 OF

PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275	HOMESTEAD AIR RESERVE STATION	DATE: 05-12-04
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DESIGNED: J.C.FERNANDEZ DRAWN: J.C.FERNANDEZ CHECKED: D.W.DEANS JOB NO.: 01-1501.01

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

Acceptance

The Grantee hereby accepts this indenture and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2004

MIAMI-DADE COUNTY

By: _____

Attest:

_____

Approved as to Form:

_____

The foregoing was authorized and approved by Resolution No. R-909-04 of the Board of County Commissioners of Miami-Dade County, Florida, on the 13th day of July, 2004.

ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT

MEMORANDUM
OFFICE OF THE COUNTY MANAGER

Agenda Item No. 11(A)(2)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members, Board of County Commissioners

DATE: July 13, 2004

SUBJECT: EDC Agreement for Transfer of Surplus Property at the Former Homestead Air Force Base

FROM: George M. Burgess
County Manager

R-909-04

RECOMMENDATION

It is recommended that the Board of County Commissioners authorize execution of the attached Economic Development Conveyance Agreement with the United States Air Force Real Property Agency for the transfer of approximately 601 acres at the former Homestead Air Force Base, thus accepting the acreage in substantially the form contained in the attached deeds. It is also recommended the Board authorize a second and final increase to the letter of engagement with Kutak Rock, LLP for an amount not to exceed $60,000.

BACKGROUND

History
In January 1994, the Air Force issued a Final Environmental Impact Statement (EIS) on the disposal of the former Homestead Air Force Base (HAFB). In October 1994, the Air Force decided to make over 1800 acres of surplus property available to Miami-Dade County for use as a public airport. Miami-Dade County formally applied for the Homestead property for a commercial airport in December 1996.

In December 1997, the Air Force and the Federal Aviation Administration (FAA) determined that the potential development of a commercial airport at the former Homestead AFB warranted further review and study and began preparation of a Supplemental Environmental Impact Statement (SEIS). After the Final SEIS was issued in December 2000, the Department of the Air Force issued a Second Supplemental Record of Decision that provided that Miami-Dade County could submit an application for a no-cost Economic Development Conveyance (EDC) for approximately 717 acres of property adjacent to the base but that the property could not be used for commercial aviation.

The significance of a no-cost EDC is that Miami-Dade County was provided the opportunity to receive the surplus acreage at no-cost of acquisition, provided the County could demonstrate that the property could be utilized in such a manner that permanent jobs would be created. Furthermore, as a result of the elimination of commercial aviation as an approved use, the Air Force decided to retain the airfield as part of the cantonment area for the Homestead Air Reserve Base. Finally, upon issuance of the SSROD, Homestead Air Base Developers, Inc. (HABDI) sued the Air Force and various federal officials, contending that the SSROD improperly reversed the federal government's initial decision to permit a commercial airport on the premises. Miami-Dade County decided to pursue a "dual track" approach of simultaneously preparing an EDC application and also taking legal action against the Federal government. In December 2001, the County elected to drop its lawsuit against the federal government and pursue only the EDC application track. To date, HABDI's lawsuit against the Federal government remains pending and the Federal government has formally moved to have the cased dismissed by summary judgment.

In December of 2001, with the assistance of The Beacon Council, the Urban Land Institute and other private economic consultation, the County submitted an EDC application that provided for development to occur in 2 phases. Under the application, Environmental Tourism and Education were to be the primary uses for Phase 1, which would include those parcels that were historically used for residential purposes and are in located on the northern fringe of the surplus area. These parcels have no environmental restrictions and are situated in close proximity to transportation and other infrastructure that will support redevelopment and job creation.

Phase 2 would entail the redevelopment of the largest parcel, which is immediately adjacent to the airfield, and other pre-approved institutional uses--such as the Job Corps Center and the Homeless Trust site--for institutional and industrial purposes. At the time of application preparation and submittal it was thought that Parcel 11, due to its particular location and environmental limitations, would require more time for redevelopment than the 7-year window normally approved for EDC applications. The EDC application also took into account a separate Public Benefit Conveyance (PBC) of 26 acres, located adjacent to the airfield, which would transfer property directly to the Miami-Dade Public Schools from the federal government for the development of an aviation training vocational school.

Our application was officially approved in February of 2003 with the Air Force's issuance of the Third Supplemental Record of Decision. . Since that time the County has been negotiating with the Air Force Real Property Agency for the transfer of the property and the resolution of related site issues. As of this report, the Base, BX Mart, Bank and Job Corps Center are now connected to public water and sewer services, the private water system

has been placed out of service, and the AFRPA has agreed to secure a permit to operate the private sewer system within Parcel 11.

In the course of negotiations, AFRPA decided that, instead of transferring the 26-acre parcel to the MDPS via a PBC conveyance, it would transfer that parcel directly to Miami-Dade County. Subsequently, the county has negotiated an agreement with MDPS to transfer an approximately 32-acre parcel located southeast of the regional park site (Parcel 3E). As part of this transaction with MDPS, the County will receive approximately $1.6 million of state and Federal grant funding for the development of water and sewer infrastructure within the property. This agreement was approved by the MDPS board on April 14, 2004.

Finally, with the establishment of the Homeland Security Administration at the Federal level, and the closure of the Roosevelt Roads Naval Base in Puerto Rico, new land uses have been identified for the Homestead Air Reserve Base (HARB) and the surplus property. Earlier this year, the Department of the Army announced that Special Operation Command would be relocated from Roosevelt Roads to HARB and, in accordance with a Board of County Commissioners' resolution encouraging an expansion of military and homeland security uses within the surplus property, a portion of Parcel 11 has since been set aside to allow for the establishment of a United States Coast Guard Maritime Security and Safety Team installation and other future homeland security purposes. These homeland security and military uses are consistent with ULI's land use recommendations for that particular parcel and will further secure HARB as a viable and integral military installation.

Terms and Conditions of the Agreement

• Acreage:	Approximately 601 acres
• Parcel Distribution:	Acreage is distributed over 10 individual parcels (See attached map)
• Cost:	Land will be conveyed to Miami-Dade County with no acquisition cost.
• Timing of transfer:	Land will be transferred by individual deeds at such time as Federal, State and local regulatory agencies have approved the Federal Government's Finding of Suitability to Transfer property. The Federal government estimates that transfer of parcels could commence by this summer.
• Environmental Stipulations:	Parcels 3E, 3W, 4, 5 and 7 have no environmental restrictions. Parcel 11 has

groundwater restrictions for the whole site and soil restrictions in certain areas. The groundwater restrictions provide for limitations on use of water extracted from the site and the soil restrictions provide for limitations on the use of subsurface soils and excavated materials. Furthermore, certain portions of Parcel 11 contain endangered flora and fauna which must be identified and preserved prior to construction.

- Approved Uses:

While the EDC application was based on environmental tourism and education, institutional and light industrial uses, with the exception of commercial aviation which is prohibited pursuant to the Second Supplemental Record of Decision, the County is not restricted to these uses provided that whatever uses are approved at the site support permanent job creation. The one use that was discouraged by the Air Force was residential due to the temporary nature of jobs associated to housing development.

- Timing of Development:

While AFRPA regulations require that all properties transferred through the EDC process be developed as soon as possible, and reports documenting development and economic activities be submitted annually

Other Issues

- School Board:

Attached to the EDC agreement is an agreement with the Miami-Dade County Public Schools that provides for the transfer of parcel 3E to the School Board for K-12 educational purposes. This transfer will allow for the development of school facilities that address, in part, the residential growth in South Miami-Dade County. Furthermore, it is anticipated that development of the school will be carried out in coordination with the Park and Recreation department as a park/school development. From a land use standpoint, the relocation of public school facilities to parcel 3E also allows for better use of the area of Parcel 11 that is immediately adjacent to the airfield.

- Agreement with Kutak Rock

On October 8, 2002, the Board approved a letter of engagement with Kutak Rock, LLP in the

amount of $35,000 for the purpose of providing professional services related to the conveyance of the former Homestead Air Force Base (HAFB) surplus property. At the time of the original approval, the extent of the negotiation assistance that would be required was not fully known. In August of 2003, the letter of engagement was increased to $80,000 to compensate Kutak for the time and effort that this transaction required. As was reported to the Board at the time of approval, the transaction has proven to be more complicated than originally anticipated due to the environmental conditions which requires detailed negotiations on the deed language, development of an agreement that properly reflects the County's best interests in light of the pending Federal litigation and, to a lesser extent, the land swap with the Dade County Public Schools which requires an amendment to the Economic Development Application.

The recommended second and final increase to the letter of engagement with Kutak Rock is in an amount not to exceed $60,000. This negotiated increase will fully compensate for outstanding invoices and represents final payment to Kutak Rock. There are sufficient funds available from the project budget to cover this additional cost.

In closing, the completion of these negotiations and the acceptance of this property marks the end to a decade long process to bring new economic activity to South Miami-Dade County. Our negotiations have addressed many of the land use and infrastructure issues that, at one time, were impediments to us accepting this land. With the acceptance of the property, the County can proceed with economic redevelopment activities that can enhance the entire area.

In order to move forward in a coordinated manner, the following are recommended as next steps toward reuse plan implementation:

1. Declaration of surplus property of the well field site: The 1-acre parcel that formerly provided potable water to the base has been vacated. Miami-Dade Water and Sewer Department has determined that the well field is not needed as part of the system. This parcel is located within a new residential community and could serve as a recreation

site for that new community. It is recommended that the parcel be circulated through the County's process for surplus determination and that the property be sold. Funds received from this sale can provide seed funding for future redevelopment activities.

2. Evaluation of highest and best economic use for the Phase 1 properties: Due to the rapid residential growth of South Miami-Dade, the economic and job creation potential of the Phase 1 properties should be reevaluated to insure that the value of the property will be maximized.

3. Implementation of the South Miami-Dade Development Agency: Subsequent to the submittal of the EDC application, the Board approved the establishment of an agency that would oversee the implementation of the Homestead Reuse Plan as well as act as an information clearinghouse for economic development activities in the area of South Miami-Dade County located south of 152 Street. Given that we will start receiving properties by late summer, it is recommended that we move forward with the implementation of the agency.

4. As final deeds are submitted by the Federal government, County staff will need to review the documents to insure that there are not substantial changes compared to the deeds that are attached to this document. Any substantial changes will require review and approval by the Board of County Commissioners.

Bill Johnson
Assistant County Manager

MEMORANDUM
(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: July 13, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

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

HF 80

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 11(A)(2)

7-13-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT BETWEEN SECRETARY OF THE AIRFORCE ON BEHALF OF THE UNITED STATES OF AMERICA AND MIAMI-DADE COUNTY FOR THE TRANSFER OF APPROXIMATELY 601 ACRES OF SURPLUS PROPERTY LOCATED AT THE FORMER HOMESTEAD AIR FORCE BASE; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE REAL ESTATE EXCHANGE AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE COUNTY PUBLIC SCHOOLS IN SUBSTANTIALLY THE FORM ATTACHED HERETO; AND AUTHORIZING AN INCREASE TO THE LETTER OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND KUTAK ROCK, LLP IN AN AMOUNT NOT TO EXCEED $60,000

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 County Manager to execute the Economic Development Conveyance Agreement between the Secretary of the Air Force on behalf of the United States of America and Miami-Dade County for the transfer of approximately 601 acres of surplus property located at the former Homestead Air Force Base; and authorizing the County Manager to execute the real estate exchange agreement by and between Miami-Dade County and Miami Dade County Public Schools in

substantially the form attached hereto.

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

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Richard B. Rosenthal

HH 82

DEPARTMENT OF THE AIR FORCE

ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT (hereafter this "Agreement") for the conveyance of real and personal property at the former Homestead Air Force Base ("AFB") is made between the Secretary of the Air Force, on behalf of the United States of America ("Air Force") and the Miami-Dade County, a municipal corporation existing under the laws of the State of Florida ("Redevelopment Authority"). The Air Force and the Redevelopment Authority may be referred to jointly as the "Parties" or separately as a "Party."

RECITALS

A. Homestead AFB was realigned as an active military installation on March 31, 1994, pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510 ("DBCRA"), as amended.

B. Realignment of Homestead AFB, without other economic redevelopment, will cause economic hardship for the community in the vicinity of Homestead AFB.

C. It is in the interest of the United States that the Department of Defense facilitates the economic recovery of communities that experience adverse economic circumstances as a result of the closure or realignment of military installations under the DBCRA. To encourage such redevelopment, Congress enacted Section 2821 of the National Defense Authorization Act for FY 2000, authorizing the conveyance of property to a Local Redevelopment Authority at no cost.

D. Miami-Dade County has been recognized as a "Local Redevelopment Authority" by the Secretary of Defense and pursuant to its application for a no-cost Economic Development Conveyance ("EDC") of December 11, 2001, has requested certain real property at the former Homestead AFB. The property depicted on Exhibit 1 and described in Exhibits 2 through 11 may be referred to as the "EDC Premises". The EDC Premises shall also include all of the United States' right, title and interest in and to the improvements and modifications, additions, restorations, repairs and replacements thereof; and all right, title, and interest of the United States in and to all easements, appurtenances, and all fixtures, equipment and other personal property within the EDC Premises, including the water and sewer systems consisting of water and sewer lines, mains, drainage systems and lift stations; and mineral rights, including but not limited to gas, oil, water, top soil, muck, peat, humus, sand and common clay, and subject to any and all existing reservations, easements, restrictions and rights of record. A list of the personal property conveyed hereunder is set forth in the Bill of Sale for the personal property, a copy of which is attached hereto as Exhibit 12.

E. The Secretary of the Air Force has determined that the requested EDC will facilitate the reutilization or redevelopment of Homestead AFB in a beneficial manner thereby revitalizing the impacted communities and the economies of such communities. This determination was arrived at by the Air Force based on the Redevelopment Authority's plan, which emphasized the

expeditious development of EDC Premises. The Air Force has completed its Supplemental Environmental Impact Statement in December 2000, and has issued a Record of Decision dated January 15, 2001 and a Record of Decision dated February 14, 2003, which support the Redevelopment Authority's requested EDC subject to the terms and conditions set forth in this Agreement.

F. The Air Force is required to take all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the EDC Premises as required by Section 120(h)(3)(B) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. § 9620(h)(3)(B)) before the EDC Premises can be conveyed by deed. Such action has not been completed with respect to the entirety of the EDC Premises. Accordingly, some of the EDC Premises shall be conveyed by deed, while any remaining portions of the EDC Premises shall be conveyed by deed after the requirements of CERCLA Section 120(h)(3)(B) have been met, and the Air Force has executed a Finding of Suitability to Transfer for such portion or portions of the EDC Premises.

G. The Secretary of the Air Force, under the authority contained in 10 U.S.C. § 2667(f), has determined that leasing any remaining EDC Premises pending the final disposition of the EDC Premises will serve a public interest by facilitating the reutilization or redevelopment of Homestead AFB in a beneficial manner thereby revitalizing the impacted communities and the economies of such communities.

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

1. Entire Agreement.

1.1. This Agreement, which includes the exhibits attached hereto, shall constitute the entire agreement between the Redevelopment Authority and the Air Force unless modified in writing signed by both parties, and may sometimes be referred to herein as the "Entire Agreement." All prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth.

1.2. Condition of the EDC Premises: It is understood and agreed that the EDC Premises will be transferred "as is" and "where is," without any warranty or guarantee, express or implied, of any kind or nature, except as otherwise expressly stated in this Agreement or in the Related Lease, and the Air Force shall not be responsible for any liability to the Redevelopment Authority or third persons arising from such condition of the EDC Premises, except as set forth herein in Sections 5.1 and 5.4, or in the Related Lease, Deeds, or by operation of law. The failure of the Redevelopment Authority to inspect fully the EDC Premises or to be fully informed as to the condition thereof will not constitute grounds for any noncompliance with the terms of this Agreement, except as precluded by circumstances beyond the reasonable control of the Redevelopment Authority and without its fault or negligence. In such circumstances, the Redevelopment Authority shall provide prompt notice thereof and shall do everything reasonably possible to resume its performance under this Agreement, as soon as reasonably practicable.

2. Definitions.

2.1. Closing. The transactions by which portions of the EDC Premises shall be conveyed to the Redevelopment Authority. The parties contemplate that there may be multiple Closings, including an Initial Closing and Subsequent Closings.

2.1.1. Initial Closing. The date on which the first Parcels and the Personal Property will be conveyed to the Redevelopment Authority, and the remaining Parcels will be leased to the Redevelopment Authority through the Related Lease, as set forth below.

2.1.2. Subsequent Closing. Each Closing after the Initial Closing.

2.2. Easement. An interest in real property as described in Section 4.

2.3. FOST. A Finding of Suitability to Transfer ("FOST") that represents a written determination by the Air Force that the EDC Premises or a Parcel may be transferred by Quitclaim Deed to the Redevelopment Authority in full compliance with Section 120(h)(3) or Section 120(h)(4) of CERCLA.

2.4. Related Lease. The lease as amended simultaneously with the execution of this Agreement between the Air Force and the Redevelopment Authority and attached hereto and made a part hereof as Exhibit 13.

2.5. Parcel. A portion of the EDC Premises described in Exhibits 2 through 11.

2.6. Personal Property. That certain tangible personal property, including without limitation, furnishings, furniture, machinery, equipment, tools, appliances, utility distribution systems, and vehicles to be transferred to the Redevelopment Authority under this Agreement.

2.6.1. Initial Personal Property. That Personal Property to be transferred to the Redevelopment Authority at the Initial Closing, including those items left in place on the Real Property, pursuant to the terms and conditions set forth in a Bill of Sale in substantially the form attached hereto and made a part hereof as Exhibit 12.

2.6.2. Subsequent Personal Property. That Personal Property to be transferred to the Redevelopment Authority at Subsequent Closings pursuant to the terms and conditions set forth in a Bill of Sale in substantially the form attached hereto and made a part hereof as Exhibit 12.

2.7. EDC Premises. The real property, easements and personal property being conveyed to the Redevelopment Authority under this Agreement, as more fully described in the Exhibits attached hereto.

2.8. Quitclaim Deed(s). Those certain recordable quitclaim deeds conveying ownership of the EDC Premises to the Redevelopment Authority. The Quitclaim Deeds for the Parcels to

be conveyed at the Initial Closing are attached hereto and made a part hereof as Exhibits 14 through 23A and B. The Quitclaim Deeds to be delivered at the Subsequent Closings shall be in substantially the same form as the deeds for the Initial Closing, provided, however, that such Quitclaim Deeds will be tailored to meet the requirements of the FOSTs for such Parcels.

2.9. Reinvestment Period. Seven (7) years from the earlier of the date of the acceptance of the initial Quitclaim Deed or the execution of the Related Lease as defined above.

3. Terms and Conditions of Transfer.

3.1. In consideration for the Air Force's conveyance of the EDC Premises at no cost, the Redevelopment Authority agrees to use the proceeds from any sale, lease, or other use of the EDC Premises (i.e., any mechanism that serves to accomplish the same purposes of a sale or lease, such as licenses, permits, concession agreements, etc.) (hereafter "EDC Proceeds") received by it during the Reinvestment Period to support the economic development of or related to Homestead AFB. Tax revenues shall not be construed to be EDC Proceeds.

3.2. For the purposes of this EDC Agreement, the allowable uses of EDC Proceeds to pay for, or offset the costs of, public investment on or related to the EDC Premises include the following categories:

3.2.1. Road construction.

3.2.2. Transportation management facilities.

3.2.3. Storm and sanitary sewer construction.

3.2.4. Police and fire protection facilities and other public facilities.

3.2.5. Utility construction.

3.2.6. Building rehabilitation.

3.2.7. Historic property preservation.

3.2.8. Pollution prevention equipment or facilities.

3.2.9. Demolition.

3.2.10. Disposal of hazardous materials generated by demolition.

3.2.11. Landscaping, grading, and other site or public improvements.

3.2.12. Planning for, or the marketing of, the development and reuse of the EDC Premises.

3.3. Other activities on Homestead AFB that are related to those listed in 3.2.1. through 3.2.12. above (for example, new construction related to job creation and economic redevelopment, capital improvements, financing costs, and operation and maintenance of Homestead AFB needed to market its redevelopment and reuse) may also be considered an appropriate, allowable use of such EDC Proceeds. In order for investments made off the installation to be considered an allowable use of such EDC Proceeds, the Redevelopment Authority shall submit appropriate documentation to the Air Force requesting approval which demonstrates that such investments are related to those listed in 3.2.1. through 3.2.12. above, and directly benefit the Redevelopment Authority's economic redevelopment and long-term job generation efforts. The Air Force shall notify the Redevelopment Authority of its receipt of the Redevelopment Authority's request within thirty (30) calendar days of receipt of the Redevelopment Authority's request and shall use its best efforts to notify the Redevelopment Authority of its decision within sixty (60) calendar days of the Air Force's initial notification of receipt. Failure by the Air Force to respond within sixty (60) days of Air Force receipt of the Redevelopment Authority's request for approval shall be deemed to constitute Air Force approval of such request. Upon the Air Force's request, the Redevelopment Authority shall provide the Air Force with any additional information, as requested by the Air Force, to assist the Air Force with its granting of an approval hereunder. The Redevelopment Authority must obtain prior Air Force approval of each such off base expenditure during the Reinvestment Period.

3.4. With respect to any of the EDC Premises conveyed by Quitclaim Deed or included in the Related Lease, the Redevelopment Authority shall deliver to the Air Force on or before December 31st of each year, beginning in the year after the Reinvestment Period begins, and each year thereafter until the end of the Reinvestment Period, an audited financial statement of the use of the EDC Proceeds, certified to the Air Force by an independent Certified Public Accountant. The Air Force shall have the right to perform one audit per year of the records and accounts for the use of the EDC proceeds of the Redevelopment Authority in order to ensure compliance with this Section 3.4.

3.5. If at any time during the Reinvestment Period, the Air Force determines the Redevelopment Authority has not reinvested the EDC Proceeds in a manner consistent with the terms of this Agreement, upon request, subject to the Redevelopment Authority's ability to dispute the Air Force's determination pursuant to Section 7.18, the Redevelopment Authority shall forward all inappropriately reinvested proceeds to the Air Force as set forth in 3.6.3. below.

3.6. At the end of the Reinvestment Period, the Redevelopment Authority shall submit a final audit reflecting full compliance with all the terms and conditions herein and receive confirmation from the Air Force, that it has met all the terms and conditions of this EDC Agreement.

3.6.1. At any time during the Air Forces review of the Redevelopment Authority's financial statement, the Redevelopment Authority shall provide the Air Force with any additional

information related to the use of the EDC Proceeds, as requested by the Air Force, to assist the Air Force with its review.

3.6.2. At the end of the Reinvestment Period, if the Air Force reasonably determines that amounts received by the Redevelopment Authority were inappropriately reinvested or that the proceeds received by the LRA for the EDC Premises (and personal property) cannot be appropriately re-invested, the Air Force will notify the Redevelopment Authority of its determination and the amounts that are either inappropriately re-invested or cannot be appropriately re-invested within the Reinvestment Period. Subject to the resolution of any disputes pursuant to Section 7.18, the amount shall become due and payable to the Air Force upon the Redevelopment Authority's receipt of the notification. The Redevelopment Authority shall have sixty (60) days from the date of notification to remit the amount due to the Air Force, unless both parties agree to other arrangements for the payment of the amount due. These payments must be paid on or before they are due in order to avoid sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. 3717. This statute requires the imposition of an interest charge to cover the costs of processing and handling delinquent debts; and assessment of an additional penalty charge on any portion of a debt that is more than ninety (90) days past due. The provisions of the statute will be implemented as stated in 3.6.2.1. through 3.6.2.3. below.

3.6.2.1. The Air Force will impose an interest charge, the amount to be determined by law or regulation, on the late payment. Interest will accrue from the due date. An administrative charge to cover the costs of processing and handling each late payment will also be imposed.

3.6.2.3. All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late penalty charges.

3.6.3. After the expiration of the Reinvestment Period, the Redevelopment Authority shall continue to use all of the proceeds received by it during such Reinvestment Period consistent with Section 3.2 above. To the extent such proceeds are not used for such purposes, then they shall become due and payable to the Air Force.

4. Conveyance of the EDC Premises. It is the intent of the Redevelopment Authority and the Air Force that this Agreement will constitute a contract for the conveyance of the EDC Premises to the Redevelopment Authority, setting forth the terms and conditions to be included in the Quitclaim Deed and other instruments effecting the final disposition of the EDC Premises. Upon compliance with the requirements of CERCLA § 120(h)(3)(B) and other applicable legal and policy requirements, the Air Force will, by one or more Quitclaim Deeds which incorporate the applicable terms and conditions as set out in this Agreement, and any other reservations, restrictions, easements, and exceptions, required by law or pursuant to this Agreement, convey to the Redevelopment Authority all of its right, title and interest in and to the EDC Premises, and the Redevelopment Authority will accept the conveyance or conveyances, as more specifically set forth herein.

4.1. Sequence of Conveyances. The Air Force agrees to convey the EDC Premises to the Redevelopment Authority in multiple parcels ("Parcels"), by separate conveyances and Closings, subject to the execution of a FOST, covering each Parcel or subsection of a Parcel and described in Exhibits 1 through 8. The schedule for the conveyance of each Parcel is dependent upon the Air Force's ability to remediate the environmental contamination on such Parcel in a manner consistent with the Redevelopment Authority's 2001 Reuse Plan. The Initial Closing shall include the conveyance of Parcels 3E, 3W, 4, 5, 7, and Wellfield as set forth in Exhibits 2, 3, 4, 5, 6 and 8 (Parcel Group I), and the FOST for such parcels is attached as Exhibit 36. The Government shall use its best efforts to conclude the Subsequent Closing(s) and to convey such Parcels, which will be leased to the Redevelopment Authority under the Related Lease at the Initial Closing, in accordance with the following schedule (the "Conveyance Schedule"), which shall be non-binding on the Government:

4.1.1. Parcels 11, Coast Guard, National/Homeland Security, and SM ("Parcel Group II"), on August, 2004, and;

4.1.2. The Cutout Parcel, consisting of approximately 20 acres ("Parcel Group III"), on September, 2005.

4.1.3. The Air Force shall lease to the Redevelopment Authority that portion of the EDC Premises not conveyed to the Redevelopment Authority by an amendment to the Related Lease set forth in Exhibit 13 executed contemporaneously with this EDC Agreement.

4.1.4. Subject to Section 4.2. below, if the Air Force is able to convey all or any portion of the Parcels identified in 4.1. above at an earlier date than specified therein, the Redevelopment Authority shall accept such conveyance within ninety (90) days of the Air Force's tender of conveyance. If the Redevelopment Authority fails to accept the proper tender of a Quitclaim Deed to any portion of the EDC Premises under this condition the Air Force may, in its sole discretion, exercise its right to dispose of such Parcel by whatever means including, but not limited to, negotiated or public sale in accordance with the terms of the Federal Property and Administrative Services Act of 1949 or other applicable law.

4.1.5. The Parties recognize that although the Air Force will utilize its best efforts to achieve conveyances by the dates set forth above, those dates are based on the present best estimate of work required to complete the Air Force's remedial actions, the full extent and nature of which are not presently known. The Parties also recognize that regulator and public review and other events not within the control of the Parties may impact the anticipated dates for conveyance.

4.2. Redevelopment Authority's Obligation to Close. The Redevelopment Authority agrees to accept conveyance of all or any portion of Parcel Group I for which the Air Force is legally capable of conveying fee title within 90 days after the effective date of this EDC Agreement.

4.3. Legal Descriptions. The Redevelopment Authority has provided legal descriptions of the EDC Premises and Easements to the Air Force. In the event that an error is made in a legal

description, the parties and their successors and assigns will cooperate in executing and delivering instruments required to correct the error, at no cost to the Air Force.

4.4. Quitclaim Deeds. The EDC Premises shall be conveyed by good and sufficient Quitclaim Deeds in substantially the form of the Quitclaim Deeds attached hereto and made a part hereof at Exhibits 14 through 23A and B.

4.5. Subparcels. The Redevelopment Authority shall have the unilateral right, at its sole cost and expense, to specify that one or more of the Parcels, other than the Parcels to be conveyed at the Initial Closing, shall be conveyed in a reasonable number of Subparcels provided that the Redevelopment Authority complies with the following conditions: (1) The Redevelopment Authority prepares plats and legal descriptions of the Subparcels for review and approval by the Air Force, (2) the Redevelopment Authority will accept simultaneous conveyance from the Air Force of all Subparcels within the Parcel for which subparcelization is requested, (3) that such subparcelization shall not unreasonable delay the conveyance of all or any portion of the Parcel(s); and (4) that such subparcelization shall not delay the Air Force's remediation efforts or increase the Air Force's remediation costs. The Redevelopment Authority may request that remediated portions of any Parcel be conveyed prior to the unremediated remainder of such Parcel; however, any such conveyance shall require the mutual consent of the Parties and any costs associated therewith shall be borne by the Redevelopment Authority.

4.6. Surveys and Title Insurance.

4.6.1. Except for any surveys conducted by the Air Force, and which the Air Force has voluntarily agreed to provide to the Redevelopment Authority, the Redevelopment Authority shall obtain and pay for any needed surveys of land for leases or deeds under this EDC Agreement. Any title insurance that may be desired by the Redevelopment Authority shall be procured at its sole cost and expense.

4.6.2. The description of the EDC Premises set forth in this Agreement and any other information provided therein with respect to the EDC Premises is based on the best information available to the Air Force and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the Air Force or any other Federal agency, shall not constitute grounds or reason for nonperformance of this Agreement or any claim by the Redevelopment Authority against the Air Force including, without limitation, any claim for allowance, refund, deduction, or payment of any kind. The Air Force will, at no expense to it, cooperate in executing and delivering deeds necessary to convey omitted land intended to be included in the EDC Premises and to correct any description of the EDC Premises.

4.7. Personal Property. The Air Force's right, title and interest in the Initial Personal Property shall be transferred to the Redevelopment Authority at the Initial Closing pursuant to the terms and conditions of a Bill of Sale, in substantially the form attached hereto and made part hereof as Exhibit 12. The Air Force's right, title and interest in the Subsequent Personal Property shall be transferred to the Redevelopment Authority at a time subsequent to the Initial Closing or when the Air Force no longer requires such Subsequent Personal Property for Air Force activities

at Homestead AFB pursuant to the terms and conditions of a Bill of Sale, in substantially the form attached hereto and made part hereof as Exhibit 12.

4.8. Easements.

4.8.1. Assignment of Existing Easements. To the extent such easements exist and are assignable, the Air Force shall assign to the Redevelopment Authority any easements held by the United States over, under, or through non-Air Force property necessary for the operation, maintenance, or improvement of any Parcel or utility systems conveyed to the Redevelopment Authority, substantially in the form set forth in Exhibit 24, attached hereto ("Assignment of Easement").

4.8.2. Easements over Remaining Air Force Property. The Air Force shall grant to the Redevelopment Authority general access easements and such other specific easements: 1) on, across, or over all portions of Homestead AFB that are part of the EDC Premises, but not yet conveyed to the Redevelopment Authority, or that are to remain under the Air Force's control or be conveyed to others, that are required by the Redevelopment Authority for operation and maintenance, improvement, or for the construction, operation and maintenance of any new or existing utility systems and roadways, and 2) on, across, or over all roads located on Homestead AFB remaining under the Air Force's ownership, provided such easements do not unduly conflict with the Air Force's activities or responsibility to protect human health and the environment or to conduct investigation or remediation activities, substantially in the form set forth in Exhibit 24, attached hereto ("Easement").

4.8.3. Reserved Easements Over Conveyed Parcels. The Quitclaim Deeds shall contain any necessary reservations of easements by the Air Force that are reasonably required for the benefit of real or personal property remaining under the Air Force's ownership and control.

4.9. Closing and Settlement. Upon the occurrence of any event under this EDC Agreement which shall cause all or any parcel or portion of the EDC Premises to be conveyed by the Air Force to the Redevelopment Authority, the parties hereto shall provide the following items at such closing or closings, which have been duly authorized, executed and notarized:

4.9.1. The Air Force shall provide at the Initial or Subsequent Closings:

4.9.1.1. Quitclaim Deed(s) in the form(s) set forth in Exhibits 14 through 23A, and the Quitclaim Deed in Exhibit 23B in substantially the same form;

4.9.1.2. Any known relevant easements or assignments of easements pursuant to Section 4.8. above, in the forms set forth in Exhibits 24 and 25;

4.9.1.3. A Bill of Sale for the Personal Property that will be conveyed to the Redevelopment Authority in the form set forth in Exhibit 12;

4.9.1.4. A duly executed FOST;

4.9.1.5. Termination of Air Force Contracts, if applicable;

4.9.1.6. Such additional documents as may reasonably be required by Florida law, the Title Insurer, or the Redevelopment Authority; and

4.9.1.7. Certificate confirming the representations of the Air Force in this Agreement are true and correct as of the date of the Closing in substantially the same form set forth in Exhibit 26.

4.9.2. The Redevelopment Authority shall pay for and provide at the Initial or Subsequent Closings:

4.9.2.1. A resolution or other such document evidencing the Redevelopment Authority's authority to accept conveyance of the EDC Premises and Personal Property;

4.9.2.2. Payment of all costs (excluding Air Force expenses related to the preparation of documents including but not limited to travel, administrative, contractor, document preparation and personnel costs) associated with the closing and recording of any documents; and

4.9.2.3. Payment of all costs for any surveys, (except as agreed to by the Air Force pursuant to Section 4.6.1 and 4.9.2.2), or other items which may be required by any party other than the Air Force. With respect to surveys, the Redevelopment Authority shall obtain and pay for any and all surveys necessary to issue any Quitclaim Deeds to effectuate the transfer of property under this Agreement.

4.9.2.4. Accepted Quitclaim Deed(s) in the form set forth in Exhibits 14 through 23A and the Quitclaim Deed in Exhibit 23B in substantially the same form;

4.9.2.5. Accepted Easements in the form set forth in Exhibit 24;

4.9.2.6. Accepted Assignment of Easements in the form set forth in Exhibit 25;

4.9.2.7. Such additional documents as may reasonably be required by Florida law, the Title Insurer, or the Air Force; and

4.9.2.8. Certificate confirming that the representations of the Redevelopment Authority in this Agreement are true and correct as of the date of the Closing in substantially the form set forth in Exhibit 27.

4.10. <u>Conditions of Possession prior to Conveyance</u>. Upon execution of this Agreement and the Related Lease, the Redevelopment Authority may immediately enter into possession of the EDC Premises and use, operate, and maintain the same subject to, and in accordance with such terms and conditions herein and the Related Lease.

5. Environmental-Related Provisions.

5.1. Presence of Asbestos. The Redevelopment Authority is warned that the EDC Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain asbestos-containing material (ACM). The Redevelopment Authority covenants and agrees that in its use and occupancy of the EDC Premises, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Redevelopment Authority is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Redevelopment Authority covenants and agrees that it will notify the Air Force promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.). The Air Force's responsibility under this Agreement for friable ACM is limited to friable ACM in demolition debris associated with Air Force activities and usage arising prior to the date of this Agreement and is limited to the actions, if any, to be taken in accordance with the covenant made pursuant to Section 120(h) of CERCLA as contained in the deeds in Exhibits 14-23A and B herein. The Redevelopment Authority is warned that the Air Force will not be responsible for removing or responding to ACM in or on utility pipelines. The Redevelopment Authority acknowledges that the Air Force assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Redevelopment Authority, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the EDC Premises arising after the date of this Agreement, whether the Redevelopment Authority has properly warned, or failed to properly warn, the persons injured.

5.2. Presence of Lead-based Paint (Non-Residential Property). The Redevelopment Authority is hereby informed and acknowledges that the EDC Premises includes certain improvements that are presumed to contain lead-based paint because they are thought or known to have been constructed before 1978.

5.3. Hold Harmless. Except as set forth in Section 5.4, the Redevelopment Authority shall, to the extent permitted under applicable law, indemnify, save, and hold harmless the United States from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by the Redevelopment Authority its officers, agents, employees, contractors, or sublessees or licensees, or the invitees of any of them, giving rise to Air Force liability, civil or criminal, or responsibility under Federal, State, interstate or local environmental laws. This condition shall survive the expiration or termination of this Agreement, and the obligations hereunder of the Redevelopment Authority shall apply whenever the Air Force incurs costs or liabilities for the Redevelopment Authority's actions of the types described in this Condition 5.3.

5.4. Environmental Cleanup Liability. Consistent with the Air Force's obligations under Sections 120(h)(3)(A)(ii) and 120(h)(4)(D)(i) of CERCLA, as applicable, the Redevelopment Authority and its successors do not hereby assume any liability or responsibility for

environmental impacts and damage caused by or related to the Air Force's use of toxic or hazardous wastes, substances or materials on any portion of Homestead AFB, including the EDC Premises. The Redevelopment Authority and its successors have no obligation under this Agreement to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use of or release of any toxic or hazardous wastes, substances, or materials on or from any part of Homestead AFB, including the EDC Premises, prior to the earlier of the first day of the Redevelopment Authority's occupation or use of each such portion of or such building, facility or other improvement on the EDC Premises under any instrument entered into between the Parties or the date of this Agreement.

5.4.1. For the purposes of this Section 5.4, "defense" or "environmental response, remediation, or cleanup" include liability and responsibility for the costs of damage, penalties, legal and investigative services relating to such use or release. "Beneficial occupancy under the Related Lease" shall mean any activity or presence (including preparation and construction) in or upon such portion of, or such building, facility or other improvement on the EDC Premises.

5.4.2. This condition does not alter the Redevelopment Authority and its successors of any obligation or liability they might have or acquire with regard to third parties or regulatory authorities by operation of law in regard to its activities on the EDC Premises.

5.4.3. The Air Force recognizes and acknowledges its obligations under Section 330 of the National Defense Authorization Act, 1993, Pub. L. No. 102-484, as amended, which provides for indemnification of certain transferees of closing defense property.

5.4.4. This Section 5 shall survive the termination of this Agreement.

5.4.5. NOTICE OF HAZARDOUS SUBSTANCES. Exhibit 28 hereto provides information concerning hazardous substances that have been stored for one year or more or are known to have been released or disposed of on certain portions of the EDC Premises and the date(s) that such storage, release, or disposal took place.

6. Transaction-Specific Provisions.

6.1 Retention of Facilities by the United States.

6.1.1. The Redevelopment Authority agrees to grant a permit to the Air Force in the form set forth in Exhibit 29 (with rights of ingress and egress) for the purposes of staging activities and storage related to the Air Force's Installation Restoration Program activities. The Redevelopment Authority also agrees to grant a permit to the Air Force in the form set forth in Exhibit 30 (with rights of ingress and egress) for the purposes of completing all actions necessary to comply with the Consent Agreement between the Air Force and the Miami-Dade County Department of Environmental Resources Management dated March 2004.

6.1.2. The Redevelopment Authority agrees to grant a permit to the Air Force Reserve Command in the form set forth in Exhibit 31 (with rights of ingress and egress) for the purposes of maintaining a communications line running along the edge of the Coast Guard and National/Homeland Security Parcels.

6.1.3. Coast Guard Property. Pursuant to section 2905(b)(4)(E) of the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. §2687, note), the Redevelopment Authority shall lease directly to the United States Coast Guard for up to fifty (50) years, at no-cost, all or a portion of the EDC Premises described in Exhibit 10. Such lease shall be substantially in the form set forth in Exhibit 35, attached hereto (the "Coast Guard Lease Agreement"). The obligation of the Redevelopment Authority to enter into a leaseback pursuant to this paragraph shall expire thirty (30) days following the date the Redevelopment Authority provides notice to the Air Force that the Redevelopment Authority has found an economic development use for such portion of the EDC Premises.

6.1.4 National Security and Homeland Security Property. At the request of an agency or entity of the Department of Defense or the Department of Homeland Security, and pursuant to section 2905(b)(4)(E) of the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. §2687, note), the Redevelopment Authority shall lease directly to such entity or agency, for fifty (50) years, at no-cost, all or a portion of the EDC Premises described in Exhibit 11 for a national defense or a national homeland security mission that is consistent with the uses of the EDC Premises, as determined by the Redevelopment Authority. The obligation of the Redevelopment Authority to enter into a leaseback pursuant to this paragraph shall expire the earlier of: (i) December 31, 2005 or (ii) thirty (30) days following the date the Redevelopment Authority provides notice to the Air Force that the Redevelopment Authority has found an economic development use for such portion of the EDC Premises. A lease with an agency or entity of the Department of Defense or the Department of Homeland Security pursuant to this paragraph shall be consistent with the form, terms and conditions of the Coast Guard Lease Agreement described above.

6.2. Mitigation Measures. The Redevelopment Authority hereby agrees that it shall comply with the following requirements identified as mitigation measures in its Final Supplemental Environmental Impact Statement dated December 2000, contained herein as follows:

6.2.1. Subject to the notice and cure provisions contained in Section 15, there shall be a right of reverter of the EDC Premises to the United States, should the property ever be developed or used for commercial airport purposes or to support a commercial airport. This Section 6.2.1. shall not apply to aviation-related tenants on the EDC Premises, as long as such tenants are not used to support a commercial airport at the former Homestead AFB. Further, aviation-related tenants may seek permits from the Air Force to use the runway facilities at Homestead ARB, without the Redevelopment Authority being considered in violation of this Section 6.2.1.

6.2.2. Subject to the notice and cure provisions contained in Section 15, there shall be a right of reverter of the EDC Premises to the United States, should redevelopment not begin expeditiously. For the purposes of this covenant, the term expeditiously shall mean within one (1) year from the date of the final resolution, including any appeals, of the civil action filed against the Federal Government by the Miami Building & Construction Trade Council, the AFL/CIO, and Homestead Air Base Developers, Inc. in the United States District Court for the District of Columbia, *Miami Building & Construction Trade Council, et al. v. Secretary of Defense, et al.*, Civil Action No. 01-0067 (PLF) ("HABDI Lawsuit").

6.2.3. Threatened and Endangered Species. The Redevelopment Authority hereby covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, subject to the conditions as follows:

6.2.3.1. The federally listed endangered plant, Small's milkpea (Galactia smallii) inhabits a portion of the EDC Premises as set forth in Exhibit 7A (Parcel SM) as of the Effective Date of this Agreement. In order to ensure the preservation and management of the remnant pine rocklands containing the Small's milkpea within the EDC Premises, the Redevelopment Authority shall prepare, or cause to be prepared, a management plan prepared for Parcel SM which shall be approved by the United States Department of Interior, Fish and Wildlife Service, prior to undertaking any construction or other activity affecting Parcel SM.

6.2.3.2. The Redevelopment Authority and its successors and assigns also agree to conduct surveys to determine the presence of the eastern indigo snake, prior to disturbing the EDC Premises in any manner, to include undertaking any construction on the EDC Premises.

6.2.4. Limitation on Secondary Development. In its development of the EDC premises, the Redevelopment Authority is encouraged to take appropriate actions to limit secondary development in order to mitigate the potential effects of its development on the nearby national parks.

6.2.5. Plan regarding Congregation of Birds. The Redevelopment Authority will develop, in consultation with the 482 FW, a plan to discourage the congregation of birds near the active Air Force airfield adjacent to the EDC Premises.

6.2.6. Storm Water Management. The Redevelopment Authority shall develop or cause to be developed and implemented a storm water management plan designed to minimize pollutant concentrations reaching the Biscayne Bay. This plan may include efforts to redistribute the amount of water reaching Biscayne Bay, along with other efforts to improve water quality through storm water treatment areas.

6.2.7. Air Installation Compatible Use Zone (AICUZ). The Redevelopment Authority hereby agrees that its use of the area described and depicted in Exhibit 32 attached hereto shall be subject to an AICUZ restriction, as set forth in the Quitclaim Deeds.

7. General Terms and Conditions.

7.1. Risk of Loss. From the Effective Date of this Agreement, the Air Force Shall not be responsible for any and all losses sustained by reason of damage due to casualty that may be suffered by the EDC Premises, or such portion thereof, and any and all losses associated therewith. Subject to Section 14, any such loss or damage shall not discharge any obligation by the Redevelopment Authority to accept the EDC Premises and to comply with the terms of this EDC Agreement.

7.2. Prohibition Of Certain Transactions. The following specific provisions apply:

7.2.1. Without the prior written approval of the Air Force or its designee, the Redevelopment Authority shall not sell or lease or otherwise transfer any interest in real property in any portion of the EDC Premises to any person, corporation, public body, or other transferee, if any employee, officer, board member, or other person in a position of trust or responsibility within the Redevelopment Authority's organization, or family member thereof, has any ownership interest in the person, corporation, public body, or other transferee to which any interest of the EDC Premises may be transferred. This Section 7.2.1. shall not apply to competitive sales by the Redevelopment Authority as prescribed by its own laws and regulations for conducting such sales.

7.2.2. The Redevelopment Authority shall have the power to sell, transfer, assign, or sublet any portion of the EDC Premises as set forth herein and in the Related Lease and Quitclaim Deed.

7.3. Covenant Against Contingent Fees. The Redevelopment Authority warrants that no person or selling agency has been employed or retained to solicit or secure acceptance of this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Redevelopment Authority for the purpose of securing business. For breach or violation of this warranty, the Air Force shall have the right to annul this Agreement without liability, or in its discretion, to require the Redevelopment Authority to pay to the Air Force the full amount of such commission, percentage, brokerage, or contingent fee.

7.4. Officials Not to Benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

7.5. Gratuities. The Air Force may, by written notice to the Redevelopment Authority, terminate this Agreement if it is found after notice and hearing, by the Secretary of the Air Force, or the Secretary's duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Redevelopment Authority, or any agent or representative of the Redevelopment Authority, to any officer or employee of the Air Force with a view toward securing an agreement or securing favorable treatment with respect to the

awarding or amending, or the making of any determinations with respect to the performing of such agreement; provided that the existence of the facts upon which the Secretary of the Air Force or the Secretary's duly authorized representative makes such finding, shall be an issue and may be reviewed in any competent court. In the event this Agreement is so terminated, the Air Force shall be entitled to pursue the same remedies against the Redevelopment Authority as it could pursue in the event of a breach of this Agreement by the Redevelopment Authority, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount as determined by the Secretary of the Air Force or the Secretary's duly authorized representative which shall be not less than three nor more than ten times the costs incurred by the Redevelopment Authority in providing any such gratuities to any such officer to employee. The rights and remedies of the Air Force provided in this condition shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7.6. No Joint Venture. Nothing contained in this Agreement will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in this Agreement render, nor be construed to render, either of the parties hereto liable to any third party for debts or obligations of the other party hereto.

7.7. Assignment. This Agreement shall not be assigned.

7.8. Survival. The representations, warranties, covenants, agreements and indemnities set forth in this Agreement shall survive the conveyances contemplated under this Agreement and the execution and delivery of any Quitclaim Deed shall not be merged therein. Unless otherwise provided, nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a party hereto, nor any rights, interests or third party beneficiary status for any entity or person other than the parties hereto.

7.9. Planning and Development Activities. The Air Force is aware that the Redevelopment Authority is acquiring the EDC Premises for development. Accordingly, the Air Force agrees that it shall cooperate reasonably with the Redevelopment Authority and sign such documents and undertake such other acts, so long as such can be completed without incurring costs or liability, as are necessary for the Redevelopment Authority to complete the planning, zoning and development of the EDC Premises, the resale and marketing of any portion of the EDC Premises, and the formation and operation of special districts, metropolitan districts and other quasi-governmental entities organized for the purpose of providing infrastructure facilities and services to or for the benefit of the EDC Premises.

7.9.1 The Air Force consents to the inclusion of any portion of the EDC Premises within the boundaries of any special district, metropolitan district, or other political subdivision of the State of Florida, or other entity organized and operated for the purposes of providing infrastructure facilities or services to or for the benefit of the EDC Premises and empowered to issue bonds or other obligations under the laws of the State of Florida.

7.9.2. The Air Force consents to the zoning, master planning, subdivision, or other similar land use approval or proceeding initiated or otherwise approved by the Redevelopment Authority and relating to any portion of the EDC Premises, provided, however that any such land use development activities shall be approved by the Redevelopment Authority under the Redevelopment Plan and shall not be inconsistent with the Record of Decision.

7.10. Cross-Collateralization: Merger. Subject to the notice and cure provisions contained in Section 15, any material default by the Redevelopment Authority under this Agreement shall constitute an event of default under the Entire Agreement, and any default by the Redevelopment Authority as a party under the Related Lease shall constitute an event of default under this Agreement. Upon the conveyance of any portion of the EDC Premises to the Redevelopment Authority by deed in accordance with this Agreement, the leasehold interest of the Redevelopment Authority under the Related Lease shall merge into the fee interest of the Redevelopment Authority in such part of the EDC Premises so conveyed, and the Related Lease shall terminate as to such parts.

7.11. Interpretation. This document represents a collaborative and negotiated effort between the parties, together with their legal counsel, and, therefore, there shall be no presumption regarding interpretation, and this document shall neither be interpreted more strongly for or against either party. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

7.11.1. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

7.11.2. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

7.11.3. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

7.11.4. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

7.11.5. This Agreement shall be governed by and construed in accordance with Federal law and the laws of the State of Florida, provided, that in the event of a conflict between Federal law and the laws of the State of Florida, the Federal law shall govern.

7.11.6. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday observed by the performing party,

such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

7.11.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7.12. Counterparts and Short Form Notices. This Agreement is executed in two (2) counterparts each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. Upon execution of this Agreement and the Amendment to the Related Lease, the Air Force and the Redevelopment Authority shall execute the Short Form Notice of Agreement and Short Form Notice of Lease attached hereto as Exhibits 33 and 34 respectively. The Short Form Notices shall be recorded in the Official Records of Miami-Dade County, Florida immediately following the execution of this Agreement.

7.13. Effective Date. The presentation of an executed counterpart of this Agreement by the Air Force to the Redevelopment Authority constitutes an offer to convey the aforedescribed real and related property under the foregoing terms and conditions, which shall be binding on the Redevelopment Authority, if it executes and returns a counterpart to the Air Force on or before the 90th calendar day from the date the Air Force executes this EDC Agreement. The effective date of this EDC Agreement shall be the date of the last signature of a party hereto.

7.14. Amendments. This EDC Agreement may be amended at any time by mutual agreement of the Parties in one writing and signed by a duly authorized representative of each of the respective Parties.

7.15. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be effective when delivered personally or, except in the event of a *force majeure* as set forth in Section 14, five (5) business days after mailing if sent by U.S. registered or certified mail, return receipt requested, and postage prepaid, addressed as first set forth below or to such other address as may be given by any party to the other party by notice in writing. In lieu of personal delivery or mail as described in the previous sentence, notice may also be provided by e mail or FAX, upon mutual agreement of the parties.

To the County:

Miami-Dade County
Office of the County Manager
111 N.W. 1st Street
Miami, Florida 33128-1994
Attention:
Phone: (305) 375-5311

With a copy to:

George R. Schlossberg, Esq.
Kutak Rock, LLP
1101 Connecticut Avenue, N.W.
10th Floor
Washington, D.C. 20036-4374
Phone: (202) 828-2418

If to Government:

AFRPA/DA
Attn: Program Manager
1400 Key Boulevard, 4th Floor
Arlington, VA 22209-2802

With a copy to:

AFRPA/LD
Attn: Chief Counsel
1700 North Moore Street, Suite 2300
Arlington, VA 22209-2802

7.16. Disputes.

7.16.1. Any dispute between the Air Force and the Redevelopment Authority arising under or related to this Agreement which the Parties are unable to resolve by negotiation shall be decided by the Director, Air Force Real Property Agency (the "Director AFRPA"). The Director AFRPA shall reduce his or her decision in writing and mail or otherwise furnish a copy to the Redevelopment Authority. The decision of the Director AFRPA ("Decision") shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of the Decision, the Redevelopment Authority furnishes the Director AFRPA, by certified mail, a written appeal of the Decision addressed to the Secretary of the Air Force ("Secretary").

7.16.2. The Secretary shall render a decision by a date mutually agreed upon by the Parties. The decision of the Secretary or the Secretary's authorized representative shall be final unless appealed to a court of competent jurisdiction in a timely manner, consistent with Condition 7.16.3 below. In connection with any appeal to the Secretary, the Redevelopment Authority and the Air Force shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

7.16.3. The Redevelopment Authority or the Air Force, after exhausting the administrative remedies specified in Condition 7.16.2 above, may:

7.16.3.1. Pursue any remedy available to it under the law; or

7.16.3.2. Before or in conjunction with pursuing any remedy, which is available to it under law, by mutual agreement, submit the dispute to an alternative dispute resolution procedure authorized by the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583).

7.16.4. The Parties shall diligently perform under this Agreement pending the completion of these dispute resolution procedures.

7.17. Failure to Insist on Compliance. The failure of the either party to insist in any one or more instances, upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of either parties' rights to the future performance of any such terms, covenants or conditions, but the obligations of the parties with respect to such future performance shall continue in full force and effect.

7.18. Non-Discrimination. The Redevelopment Authority covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the EDC Premises. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

7.19. Termination and Remedies for Nonperformance. In the event a party hereto fails to observe or perform any of its obligations under this Agreement or otherwise breaches the Agreement, after having been provided written notice and failing to cure the default, in accordance with the cure provisions contained in Section 15, the other party will be entitled to exercise any and all of the remedies for breach which are provided herein, as well as any other remedies to which the Party is entitled at law or in equity, including the right to terminate this Agreement and the Related Lease. Notwithstanding the foregoing, the Redevelopment Authority shall not be liable for monetary damages if it does not accept conveyance of a Parcel in a timely manner as provided herein.

8. Environmental Reports.

8.1. The Air Force has made all known relevant environmental reports of material significance to the EDC Premises ("Environmental Reports") available for inspection and copying by the Redevelopment Authority prior to the execution of this Agreement and shall continue to make them readily available as environmental investigations continue. The Redevelopment Authority and its transferees, agents, successors and assigns, at their own expense, shall have the right to inspect, review, and copy the Environmental Reports upon submitting a written request to the Air Force and at reasonable times during business hours.

8.2. The Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §9601, et seq. ("CERCLA") administrative record component of the Environmental Reports shall be indexed and an up-to-date copy of the index shall be provided to

the Redevelopment Authority prior to the Initial Closing and again prior to each Subsequent Closing for all subsequent Parcels.

8.3. The Air Force agrees to make information concerning the Air Force's environmental remediation efforts of the EDC Premises available, at reasonable times during business hours, upon submission of a written request by the Redevelopment Authority or its transferees, agents, successors and assigns. The Redevelopment Authority and its transferees, agents, successors and assigns, at their own expense, shall have the right to inspect, review, and copy such information.

9. Delivery of Documents.

9.1. On or before the date of the Initial Closing, the Air Force will make available, at a time mutually agreed to by the Parties, for transfer to and removal or copying by the Redevelopment Authority those surveys, soils and geological reports, studies, assessments, test results, well close-out reports, leases, licenses, easements, permits, contracts and other documents relating to the physical or structural composition of the EDC Premises including plans and specifications for buildings and other improvements, drawings of underground utility systems (including gas, sewer, water, electrical, and telephone), personal property (including executed and completed motor vehicle transfer of ownership forms) and any and all other documents of material significance to the ownership, use, management or operation of the EDC Premises ("EDC Premises Documents"). The Air Force shall make available to the Redevelopment Authority any other documents available to the Air Force that the Redevelopment Authority may reasonably request relating to the EDC Premises. The Air Force shall cooperate with the Redevelopment Authority in providing information about title, physical condition and other matters relating to the ownership, maintenance, operation and use of the EDC Premises.

9.2. Contracts. To the best of the Air Force's knowledge and belief, there are no leases, licenses or other agreements related to the use or occupancy of any portion of the EDC Premises as of the Effective Date.

10. Representations.

10.1. Air Force's Representation. The Air Force hereby represents to the Redevelopment Authority on and as of the Effective Date and will represent as of the date of each closing as follows:

10.1.1. Execution of Agreement. That the Air Force has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Air Force pursuant hereto, and all required action and approvals therefore have been duly taken and obtained for the Initial Closing. The Air Force further represents to the Redevelopment Authority that as of the date(s) of Subsequent Closing(s), the Air Force shall have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Air Force pursuant hereto for the Subsequent Closing(s) unless subsequently prohibited by law. This Agreement and all documents to be executed

pursuant hereto by the Air Force are and shall be binding upon and enforceable against the Air Force in accordance with their respective terms.

10.1.2. Complete Information. All known relevant Environmental Reports and EDC Premises Documents, as provided in this Agreement, have been made available to the Redevelopment Authority for inspection and copying.

10.1.3. Contracts, Leases, or Licenses. To the best of Air Force's knowledge, information and belief, the Air Force is not aware of any contracts, leases, or licenses with respect to the Real EDC Premises that will survive closing. To the best of Air Force's knowledge, no default has occurred and no event has occurred, with notice or lapse of time or both, which would constitute a default under any agreement, contracts, leases or other obligations of the Air Force related to the operations of the property and all such agreements, contracts, leases and other obligations, if any, with regard to the EDC Premises to be conveyed. The Air Force has not assigned a security interest in any of the agreements.

10.1.4. Personal Property. To the best of Air Force's knowledge, information and belief, the Air Force is not aware of any security interests or other encumbrances on the title of any of the Personal Property listed in the Bill(s) of Sale.

10.2. Redevelopment Authority Representations. The Redevelopment Authority hereby represents to the Air Force that on and as of the Effective Date and on and as of the Initial Closing, the Redevelopment Authority has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Redevelopment Authority pursuant hereto, and all required action and approvals therefore have been duly taken and obtained for the Initial Closing. The Redevelopment Authority further represents to the Air Force that as of the Subsequent Closing(s), the Redevelopment Authority shall have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Redevelopment Authority pursuant hereto, and all required action and approvals will have been duly taken and obtained for the Subsequent Closing(s). The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Redevelopment Authority shall be duly authorized to sign the same on the Redevelopment Authority's behalf and to bind the Redevelopment Authority thereto. To the best of Redevelopment Authority's knowledge, it is not in default under this Agreement or the Related Lease and no event has occurred under this Agreement or the Related Lease that with notice or lapse of time or both would constitute a default. This Agreement and all documents to be executed pursuant hereto by the Redevelopment Authority are and shall be binding upon and enforceable against the Redevelopment Authority in accordance with their respective terms.

11. Prior and Future Liabilities.

11.1. The Redevelopment Authority shall not be responsible for liabilities, claims, demands, judgments, suits, litigation, amounts payable (collectively, "Pre-Closing Obligations") against the Air Force attributable to the period prior to the conveyance or lease of the EDC Premises to the Redevelopment Authority. The Redevelopment Authority shall notify the Air

Force of the existence or occurrence of any such Pre-Closing Obligations of which it has knowledge and shall cooperate with the Air Force in the disposition thereof.

11.2. To the extent provided by law, the Air Force agrees that it shall be solely responsible for activities of its employees, agents or contractors conducted on the EDC Premises by the Air Force, its agents, employees or contractors under this Agreement.

11.3. Except as provided in Section 5, the Air Force shall not be responsible for liabilities, claims, demands, judgments, suits, litigation, amounts payable (collectively, "Post-Closing Obligations") against the Redevelopment Authority attributable to the period after the conveyance or lease of the EDC Premises to the Redevelopment Authority, except to the extent caused by the Air Force. The Air Force shall notify the Redevelopment Authority of the existence or occurrence of any such Post-Closing Obligations of which it has knowledge and shall cooperate with the Redevelopment Authority in the disposition thereof.

11.4. To the extent provided by law, the Redevelopment Authority agrees that it shall be solely responsible for activities of its employees, agents or contractors conducted on the EDC Premises by the Redevelopment Authority, its agents, employees or contractors under this Agreement.

12. Finality of Conveyance.

12.1. The delivery of the executed Quitclaim Deeds pursuant to this Agreement from the Air Force to the Redevelopment Authority shall be deemed full performance by the Air Force of its obligations hereunder with regard to those Parcels conveyed by each Quitclaim Deed other than any obligations of the Air Force which are required by this Agreement or by law, which are to be performed after the delivery of each such Quitclaim Deed.

12.2. Upon any Closing, the Air Force shall immediately deliver to the Redevelopment Authority possession of the EDC Premises conveyed in such Closing as required by this Agreement.

12.3. Except for Sections 6.2.1 and 6.2.2 of this Agreement, there shall be no right of reverter in the Air Force as to the EDC Premises, or any portion thereof, once conveyed to the Redevelopment Authority.

13. Air Force's Covenants.

13.1. From the Effective Date, the Air Force shall not do, permit, or agree to do, any of the following:

13.1.1. Sell, encumber or grant any interest in the EDC Premises or any part thereof in any form or manner whatsoever or otherwise perform or permit any act which will diminish or

otherwise affect the Redevelopment Authority's interest under this Agreement or in or to the EDC Premises or which will prevent the Air Force's full performance of its obligations hereunder without the prior written consent of the Redevelopment Authority. The preceding sentence shall not apply to the extent such actions are in association with the Air Force's continuing obligations under CERCLA.; or

13.1.2. Remove any fixtures or the Personal Property, without the prior written consent of the Redevelopment Authority, except when such removals or alterations are in association with the Air Force's continuing obligations under CERCLA or Air Force activities on property to be retained by the Air Force.

14. *Force Majeure*. Except as to payment obligations, neither party shall be liable or considered in default under this Agreement when the delay is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including earthquakes, fire, flood, acts of God, national emergencies (including terrorist attacks), insurrection, and war, provided the party invoking this paragraph immediately provides personal notice thereof to the other and does everything reasonably possible to resume its performance thereunder.

15. Notice and Cure Provisions. The Redevelopment Authority shall be deemed to have violated or neglected to perform under this Agreement if it fails to comply with any provision of this Agreement, where such failure to comply continues uncured for sixty (60) days after delivery of written notice by the Air Force to the Redevelopment Authority. If, however, the time required to cure exceeds the sixty (60) day period, the Redevelopment Authority shall not be deemed to be in default if the Redevelopment Authority within such period shall begin the actions necessary to bring it into compliance with this Agreement in accordance with a compliance schedule acceptable to the Air Force. No default, breach, or violation of this Agreement shall be deemed to have occurred for any period of time during which the Parties are attempting to resolve a dispute, pursuant to the procedures provided for in Section 7 in relation to the actions or inaction's which are the subject of the alleged default or breach. If pursuant to dispute resolution, the default or breach is determined to have occurred, the Redevelopment Authority's period for cure shall not begin until the day after the final decision on the dispute is issued.

16. Exhibits. The following exhibits are attached to and made a part of this Agreement:

Exhibit 1	Map of EDC Premises
Exhibit 2	Description of Parcel 3E
Exhibit 3	Description of Parcel 3W
Exhibit 4	Description of Parcel 4
Exhibit 5	Description of Parcel 5
Exhibit 6	Description of Parcel 7
Exhibit 7A and B	Description of Parcel SM and Cutout Parcel
Exhibit 8	Description of Parcel 11
Exhibit 9	Description of Well Field Parcel

Exhibit 10	Description of Coast Guard Parcel
Exhibit 11	Description of National/Homeland Security Parcel
Exhibit 12	Bill of Sale
Exhibit 13	Related Lease, as amended
Exhibits 14-19	Form Quitclaim Deeds Parcels 3E, 3W, 4, 5, 7, and Well Field
Exhibits 20-22	Form Quitclaim Deeds Parcels 11, Coast Guard, and National/Homeland Security
Exhibit 23A and B	Form Quitclaim Deed Parcel SM and Cut-Out Parcel
Exhibit 24	Easements
Exhibit 25	Assignment of Easements
Exhibit 26	Air Force Representations
Exhibit 27	Redevelopment Authority Representations
Exhibit 28	Notice of Hazardous Substances
Exhibit 29	Permit Agreement IRP Access
Exhibit 30	Permit Agreement NOV Access
Exhibit 31	Permit Agreement AFRC Communications Line
Exhibit 32	Air Installation Compatible Use Zone
Exhibit 33	Short Form Agreement
Exhibit 34	Short Form Lease
Exhibit 35	Coast Guard Lease Agreement
Exhibit 36	FOST for Parcel Group I

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IN WITNESS WHEREOF, the United States, acting by and through the Secretary of the Air Force, has caused these presents to be duly executed for and in its name and behalf by Nelson F. Gibbs, who has this 26th day of May, 2004, set his hand and seal.

UNITED STATES OF AMERICA

BY Nelson F. Gibbs

COMMONWEALTH OF VIRGINIA :
COUNTY OF ARLINGTON :

The foregoing instrument was acknowledged before me this 26th day of May, 2004, by Nelson F. Gibbs.

Gail K. Fujita
Notary Public, Commonwealth of Virginia
My commission expires: May 31, 2007

THIS AGREEMENT is also executed by the Redevelopment Authority, Miami-Dade County, Florida, effective the ___ day of _____, 2004.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

By:_____
George M. Burgess
County Manager