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

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 <u>is not restricted</u> 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**

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:

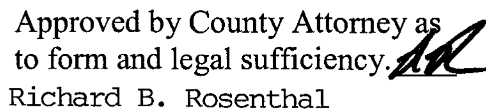
Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

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

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

Approved by County Attorney as
to form and legal sufficiency.

Richard B. Rosenthal

By: ______________
Deputy Clerk

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

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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 through 8 (Parcel Group I). 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

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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. Conditions of Possession prior to Conveyance. 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 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 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

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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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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 ________________________, who has this _____ day of __________, 2004, set his hand and seal.

UNITED STATES OF AMERICA

BY ___________________________

COMMONWEALTH OF VIRGINIA :
COUNTY OF ARLINGTON :

The foregoing instrument was acknowledged before me this ______ day of __________, 2004, by ____.

____
Notary Public, Commonwealth of Virginia
My commission expires:

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

FOURTEENTH AMENDMENT TO INTERIM LEASE AGREEMENT AND OPERATING AGREEMENT ENTERED INTO BY AND BETWEEN THE UNITED STATES AIR FORCE AND MIAMI-DADE COUNTY, BCA-OL-Y-01-1001 ON SEPTEMBER 14, 1995

THIS FOURTEENTH AMENDMENT TO THE INTERIM LEASE AGREEMENT and Operating Agreement (hereafter "Fourteenth Amendment") is made and entered into by and between the Secretary of the Air Force (hereafter "Air Force") and Miami-Dade County, the recognized local redevelopment authority for the former Homestead Air Force Base ("HAFB"), (hereafter "Lessee"). The Air Force and the Lessee may be referred to jointly as the "Parties," and each separately may be referred to as a "Party."

RECITALS

A. The Parties entered into an Interim Lease Agreement (Lease No. BCA-OL-Y-01-1001) authorized by the Miami-Dade County Board of County Commissioners (the "Board") on September 14, 1995, by Resolution No. R-1191-95, which incorporated several attachments, including an Operating Agreement (attached thereto as Exhibit E), leasing certain premises and property ("Leased Premises") at HAFB to Miami-Dade County; and

B. The Interim Lease Agreement provided for a term of six (6) months beginning October 1, 1995, and ending on March 31, 1996.

C. By Resolution No. R-257-96, the Board adopted an extension of the Interim Lease Agreement for an additional six (6) months on March 19, 1996.

D. The First Amendment to the Interim Lease Agreement and Operating Agreement, signed March 25, 1996, extended the term of the Lease for an additional three (3) months, beginning April 1, 1996, and ending June 30, 1996.

E. The Second Amendment to the Interim Lease Agreement and Operating Agreement, signed June 28, 1996, extended the term for an additional three (3) months, beginning July 1, 1996, and ending September 30, 1996.

F. The Third Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on September 17, 1996, by Resolution No. R-1032-96, extended the term of the Lease for an additional six (6) months, beginning October 1, 1996, and ending March 31, 1997.

G. The Fourth Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on March 18, 1997, by Resolution No. R-292-97, extended the term for an additional six (6) months, beginning April 1, 1997, and ending September 30, 1997.

H. The Fifth Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on September 23, 1997, by Resolution No. R-1028-97, extended the

term for an additional six (6) months, beginning October 1, 1997, and ending March 31, 1998, and amended the Leased Premises to be included in the Interim Lease.

I. The Sixth Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on March 31, 1998, by Resolution No. R-327-98, extended the term of the Lease for an additional six (6) months, beginning April 1, 1998, and ending September 30, 1998.

J. The Seventh Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on September 15, 1998, by Resolution No. R-1047-98, extended the term of the Lease for an additional twelve (12) months, beginning October 1, 1998, and ending September 30, 1999, and amended the method by which facilities are transferred to the Lessee.

K. The Eighth Amendment to the Interim Lease Agreement and Operating Agreement authorized by Board on September 21, 1999, by Resolution No. R-1008-99, extended the term of the Lease for an additional three (3) months, beginning October 1, 1999, and ending December 31, 1999.

L. The Ninth Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on December 16, 1999, by Resolution No. R-1353-99, extended the term of the Lease for an additional twelve (12) months, beginning January 1, 2000 and ending December 31, 2000.

M. The Tenth Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on December 19, 2000 by Resolution No. R-1371-00, extended the term of the Lease for an additional twelve (12) months, beginning January 1, 2001 and ending December 31, 2001 and reserved certain facilities located on the Premises for use by the Air Force.

N. The Eleventh Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board on November 6, 2001 by Resolution No. R-1233-01, extended the term of the Lease for an additional twelve (12) months, beginning January 1, 2002 and ending December 31, 2002.

O. The Twelfth Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board by resolution and executed by Miami Dade County on February 4, 2003, extended the term of the Lease for an additional twelve (12) months, beginning January 1, 2003 and ending December 31, 2003.

P. The Thirteenth Amendment to the Interim Lease Agreement and Operating Agreement authorized by the Board by resolution and executed by Miami Dade County on __________, 200_, extended the term of the Lease for an additional twelve (12) months, beginning January 1, 2004 and ending December 31, 2004.

Q. Pursuant to the Defense Base Closure and Realignment Act of 1990 (Pub.L. No. 101-510), as amended (10 U.S.C. § 2687 note) (hereinafter referred to as "DBCRA"), the Air Force

and the Lessee have agreed on the conveyance of the real and personal property comprising the Leased Premises at no cost for economic development purposes under the authority provided by Section 2905(b)4 of the DBCRA, as set forth in the Agreement between the United States of America and Miami-Dade County, Florida for the conveyance of a portion of the HAFB (hereafter the "Agreement").

R. Pending final disposition of the premises and property under the Agreement, 10 U.S.C. § 2667(f) authorizes the Air Force to lease real property located at a military installation closed under DBCRA, in order to facilitate state or local economic adjustment. Such a lease may be for consideration in an amount less than fair market rental value provided the Secretary determines that such a lease will serve the public interest, and that obtaining fair market rent is not compatible with such public benefit. The Air Force has determined that this Lease will facilitate local economic adjustment efforts, that the public interest will be served as a result of this Lease, and that obtaining fair market rent is not compatible with such public benefit.

AGREEMENT

1. NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the Air Force and the Lessee hereby agree as follows:

Condition 1. Term. Condition 1 is deleted in its entirety and replaced by the following:

"1.1. The term of this Lease shall be for the period of fifty (50) years beginning on the date of execution ("Term Beginning Date") and ending on the earlier of: (A) fifty years from such date; or (B) the effective date of conveyance, for that portion of the Leased Premises conveyed to the Lessee (each such portion hereinafter referred to as "Conveyed Portion"), unless sooner terminated in accordance with the provisions of Condition 1.2 below, or Condition 7, Termination.

1.2. This Lease shall automatically terminate with respect to the applicable Conveyed Portion as if such date were the stated expiration date contained herein and neither party hereto shall have any further obligation under this Lease with respect to the Conveyed Portion (other than any obligations which otherwise would survive termination of this Lease). All references to the Leased Premises shall be deemed to exclude such Conveyed Portions and this Lease shall continue in full force and effect with respect to the remainder of the Leased Premises."

Condition 5. Other Agreements. Condition 5 is deleted in its entirety and the Operating Agreement is terminated as of the effective date of this Fourteenth Amendment.

Condition 6. Use of Leased Premises. Condition 6 is deleted in its entirety and replaced by the following:

6.1. This Lease authorizes the use of land and facilities consistent with the Lessee's 2001 redevelopment plan to promote economic development and the creation of new jobs to facilitate the local community's economic adjustment to impacts resulting

from closure of the installation. The Leased Premises shall not be used for any other purpose without the prior written consent of the Air Force. The Lessee shall comply, at its own expense, with all applicable Federal, State, and local laws with respect to the use, occupation or alteration of the Leased Premises. The Lessee shall not use or occupy the Leased Premises in any manner that is unlawful or that shall constitute waste or a nuisance to the Air Force or any other tenants.

6.2. For the purposes of this Condition 6, the term "purposes" shall include all uses in connection with purposes contemplated within the scope of the Final Supplemental Environmental Impact Statement, Disposal and Reuse of the Base ("FSEIS") and the associated Record of Decision (including applicable amendments thereto) ("ROD").

6.3. The Lessee acknowledges that it has read the FSEIS and the ROD and understands that the operations described in the FSEIS and ROD are the only ones that have been assessed in compliance with the National Environmental Policy Act of 1969 and, therefore, are the only ones that constitute permitted uses under this Lease. The Lessee agrees that during the term of this Lease, any operation, type and quantity of chemicals used or emissions caused by, employees, vehicle trips, or any other parameter contained in the FSEIS and ROD which might have environmental impact or are regulated by Federal or State environmental laws shall not be exceeded.

Condition 7. Default and Termination. Condition 7 is deleted in its entirety and replaced by the following:

"7.1. The failure to comply with any material provision of this Lease, where such failure to comply continues for sixty (60) days after delivery of written notice by the Air Force to the Lessee shall constitute a default or breach of this Lease by the Lessee. If, however, the time required to return to compliance exceeds the sixty (60) day period, the Lessee shall not be deemed to be in default if the Lessee within such period shall begin and diligently pursue the actions necessary to bring it into compliance with this Lease in accordance with a compliance schedule acceptable to the Air Force.

7.2. No default or breach 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 Condition 22, in relation to the actions or inactions 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 Lessee's period for cure shall not begin until the day after the final decision on the dispute is issued. This Condition 7.2 shall not apply to a failure to comply with Condition 4.

7.3. This Lease may be terminated as provided below in this Condition 7.4. No money or other consideration paid by the Lessee, or which may be due up to the effective date of termination, will be refunded or waived, as the case may be. The Lessee waives any claims or suits against the Air Force arising out of any termination of this Lease.

7.4. In the event of any default and breach of this Lease by the Lessee, the Director, Air Force Base Conversion Agency (AFBCA), may terminate this Lease at any time after expiration of the cure period provided for in Condition 7.1 upon written notice of the termination to the Lessee. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least seven (7) but not more than thirty (30) days after its receipt by the Lessee."

Condition 15. Insurance. Article 3 paragraph b of the Thirteenth Amendment to the Interim Lease Agreement and Operating Agreement regarding insurance is deleted in its entirety and replaced by the following:

"The following Condition 15.7 is hereby added to the Interim Lease: The Air Force acknowledges that the Lessee is self insured for all risks associated with commercial general liability to include personal or bodily injury, and coverage for premises, operations, products, completed operations, and independent contractors. The Air Force has approved the Lessee's right to self insure under this Lease based on the Air Force's approval of the Lessee's written request setting forth the limitations and impediments, if any, to which the Lessee's self-insurance is subject, the Lessee's source of funds to pay any claim from any risk for which insurance is required under this Lease, and other applicable information which the Air Force has required to assess the Lessee's request."

Condition 17. Construction and Alterations. Condition 17 is deleted in its entirety and replaced by the following:

"17.1. The Lessee shall have the right to develop (or allow the development of) undeveloped or underdeveloped areas of the Leased Premises; to otherwise alter (or allow the alteration of) all or any portion of the Leased Premises; and to excavate, place, construct, or demolish (or cause or allow to be excavated placed, constructed, or demolished) any improvements, structures, alterations, or additions or other changes in, to, or upon the Leased Premises, subject to Conditions 10, 16, and 24. (All of the activities in the preceding sentence shall be referred to cumulatively as "Alterations.")

17.2. The Lessee shall make (or shall require its sublessees to make) all Alterations in compliance with all applicable governmental laws, regulations, codes, standards or other requirements and the provisions of Conditions 10, 16, and 24 of this Lease. This obligation shall include compliance with all applicable provisions of the FFA.

17.3. The Lessee shall not construct or make, or permit its sublessees to construct or make, any Alterations which may impede or impair any activities under the IRP or the FFA, or which may be undertaken in Areas of Special Notice without the prior written consent of the Air Force. Requests for such consent require review by the Director, AFRPA. Such consent may be conditioned upon the agreement of the Lessee

that such approved Alterations shall become Air Force property when annexed to the Leased Premises. Plans and specifications shall be submitted in accordance with the provisions of Condition 10. Any additional information needed by the Air Force to complete its review will be provided promptly by the Lessee upon receipt of any such Air Force request. The Air Force review process for any proposed Alterations shall be completed within thirty (30) days of the receipt of plans and specifications. In the event that problems are detected during review, immediate notice shall be provided by telephone to the Lessee or its representative designated in writing for the purpose. Approval will not be unreasonably withheld.

17.4. Ownership of Alterations or such additions or improvements or alterations shall remain in the Lessee (or sublessee as applicable), except as otherwise provided for in Condition 17.3, and shall be subject to all other terms and conditions of this Lease. Consistent with its obligations under Florida statutes section 768.28, the Lessee agrees, to the extent permitted by applicable law, to hold the Air Force harmless from mechanics' and materialmen's liens arising from any additions, improvements, or alterations effected by the Lessee, or the Lessee may do so by requiring certain independent contractors and suppliers providing labor and materials to repair, maintain, or improve the Leased Premises to provide payment bonds in amounts which approximate the value of the work to be performed, and from such sureties reasonably acceptable to the Air Force. The Air Force will be named as the obligee/beneficiary in such bonds until such time as the Lessee obtains title to such portion of the Leased Premises, and the sureties must be certified on the most current OMB Circular 570 U.S. Treasury Department listing. When payment bonds are determined to be economically unfeasible in the reasonable judgment of the Air Force for the size or type of contract involved, the Lessee agrees to structure its contract to provide the Lessee with sufficient retainages and other possible protections in order to protect the Air Force and the Lessee from default situations. The Lessee additionally agrees to place a requirement similar to this Condition 17.4 in each of its subleases to cause the sublessee to procure payment bonds and hold retainages to protect the Leased Premises against liens and encumbrances.

17.5. All Alterations, other construction and construction-related work, excavating, demolition, and restoration performed by the Lessee (or permitted to be performed by a sublessee) shall be done without cost to the Air Force.

17.6. All Alterations, other construction and construction-related work, excavating, demolition and restoration performed by the Lessee (or permitted to be performed by a sublessee) shall be consistent with the applicable requirements of Conditions 10, 14, 16, and 24 and the IRP and the FFA. For purposes of this Condition 17.6, the term "construction and construction-related work" shall include without limitation repairs, maintenance, alterations, and additions.

17.7. To the extent the Lessee utilizes MYLAR as-built drawings or their equivalent, the Lessee shall maintain MYLAR as-built drawings (or their equivalent) after any authorized Alteration has been completed."

Condition 19. Notices. Condition 19 is deleted in its entirety and replaced by the following:

"19.1. Whenever the Air Force or the Lessee shall desire to give or serve upon the other any notice, demand, order, direction, determination, requirement, consent, approval, request, or other communication with respect to this Lease or with respect to the Leased Premises, each such notice, demand, order, direction, determination, requirement, consent, approval, request, or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice, demand, order, direction, determination, requirement, consent or approval, request or other communication is directed, or by mailing the same, in duplicate, to such Party or Parties by certified mail, postage prepaid, return receipt requested, or by generally recognized express courier, at the address identified below, or at such other address or addresses as the Air Force or the Lessee may from time to time designate by notice given by certified mail. 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 Air Force:

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

19.2. Every notice, demand, order, direction, determination, requirement, consent, approval, request, or communication hereunder sent by mail shall be deemed to have been given or served as of the fifth business day following the date of such mailing."

Condition 22. Disputes. Condition 22 is deleted in its entirety and replaced by the following:

"22.1. Any dispute between the Air Force and the Lessee arising under or related to this Lease 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 Lessee. 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 Lessee furnishes the Director AFRPA, by certified mail, a written appeal of the Decision addressed to the Secretary of the Air Force ("Secretary").

22.2. 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 22.3 below. In connection with any appeal to the Secretary, the Lessee and the Air Force shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

22.3. The Lessee or the Air Force, after exhausting the administrative remedies specified in Condition 22.2 above, may:

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

22.3.2. 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).

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

Condition 27. Transaction Specific Provisions. This condition is deleted in its entirety.

Condition 28. Liens and Mortgages. Condition 28 is deleted in its entirety and replaced by the following:

"28.1. Subject to the Air Force's approval, which shall not be unreasonably withheld, the Lessee shall have the right, during the term of this lease, to subject the Lessee's estate or any portion thereof or interest therein, or any sublease, to any one or more "Permitted Mortgages" (as defined in Condition 28.2, below) and to renew, modify, consolidate, replace, extend and/or refinance any one or more such Permitted Mortgages.

28.2. The term "Permitted Mortgage" as used herein, shall include so-called permanent financing, "gap loans," interim building and/or construction loan financing and all advances thereunder, and shall not be limited to first mortgages.

28.3. The proposed holder of any Permitted Mortgage must be approved by the Air Force in the case of the Lessee, and by the Lessee in the case of a sublessee, prior to the execution of such loan. Any loan with respect to the Leased Premises or subleased premises may be further secured by a conditional assignment of this Lease by the Lessee or the applicable sublease by the sublessee to the mortgagee. The Air Force agrees to execute an Estoppel Certificate and any other similar documentation as may reasonably be required by the mortgagee to give its consent to the conditional assignment of the sublease and to certify to the status of this Lease and to the performance of the Lessee as of the date of such certification.

28.4. No Permitted Mortgage shall extend to or affect the fee, the reversionary interest, or the estate of the Air Force in the Leased Premises. No Permitted Mortgage shall be binding upon the Air Force in the enforcement of its rights and remedies under this Lease and by law provided, unless and until a copy shall have been delivered to the Air Force and such mortgage is authorized in accordance with the provisions of this Condition 28.

28.5. Promptly after authorizing a sublessee to assign or encumber any subleased premises, the Lessee shall require its sublessee to deliver the Air Force a written notice setting forth the name and address of such mortgagee. Further, the Lessee shall require its sublessee to notify the Air Force promptly of any lien or encumbrance which has been created or attached to the sublessee's interest in the subleased premises whether by act of the sublessee or otherwise, of which the Lessee or sublessee has notice. In the case of encumbering the Leased Premises, the Lessee shall deliver notices to the Air Force consistent with this Condition 28.5.

28.6. If a mortgagee or purchaser at foreclosure of the mortgage shall acquire the sublessee's interest in the subleased premises by virtue of the default by the sublessee under the Permitted Mortgage or otherwise, the applicable sublease shall continue in full force and effect so long as the mortgagee or purchaser at foreclosure is not in default thereunder. The mortgagee or purchaser at foreclosure may not appoint an agent or nominee to operate and manage any portion of the subleased premises on its behalf without first obtaining the written approval of the Lessee. Such approval shall require a determination by the Lessee that the proposed agent or nominee has demonstrated experience or expertise in the development, management, and operation of facilities similar to the subleased premises. For the period of time during which the mortgagee or any purchaser at foreclosure of a Permitted Mortgage holds the sublessee's interest in the subleased premises, the mortgagee or such purchaser shall become liable and fully bound by the provisions of the applicable sublease.

28.7. With respect to the mortgagees of the subleased premises, the Air Force agrees that the following shall apply:

28.7.1. If requested by a mortgagee which shall have duly registered in writing with the Air Force its name and address, any notice from the Air Force to the Lessee affecting the subleased premises shall be simultaneously delivered to the

applicable sublessee and such mortgagee at its registered address, and in the event of any such registration, no notice of default or termination of this Lease affecting the subleased premises given by the Air Force to the Lessee shall be deemed legally effective until and unless like notice shall have been given by the Air Force to such sublessee and mortgagee.

28.7.2. Such mortgagee entitled to such notice shall have any and all rights of the sublessee with respect to the curing of any default hereunder by the Lessee.

28.7.3. The Air Force will not enter into any material modification of this Lease affecting the subleased premises without the prior written consent thereto of each mortgagee who shall become entitled to notice as provided in paragraph 28.5 above. The foregoing shall not apply or be construed to apply to any right the Air Force may have to terminate this Lease pursuant to its terms. It is also agreed that the Lessee shall require the sublessee to provide any such mortgagee with notice of any proposed modification.

28.7.4. If the Air Force shall elect to terminate this Lease by reason of any default by the Lessee with respect to the subleased premises, the mortgagee that shall have become entitled to notice as provided in this Condition 28.7 shall not only have any and all rights of the sublessee with respect to curing of any default with respect to the subleased premises, but also shall have the right to postpone and extend the specified date for the termination of this Lease ("Mortgagee's Right to Postpone") in any notice of termination by the Air Force to the Lessee ("Termination Notice"), subject to the following conditions:

28.7.4.1. Such mortgagee shall give the Air Force written notice of the exercise of the Mortgagee's Right to Postpone prior to the date of termination specified by the Air Force in the Termination Notice and simultaneously pay to the Air Force all amounts required to cure all defaults then existing (as of date of the exercise of Mortgagee's Right to Postpone) which may be cured by the payment of a sum of money.

28.7.4.2. Such mortgagee shall pay any sums and charges which may be due and owing by the Lessee and promptly undertake to cure, diligently prosecute and, as soon as reasonably possible, complete the curing of all defaults of the Lessee and sublessee with respect to the subleased premises which is susceptible of being cured by such mortgagee, subject to the Air Force's approval, which shall not be unreasonably withheld.

28.7.4.3. The Mortgagee's Right to Postpone shall extend the date for the termination of this Lease specified in the Termination Notice for a period of not more than six (6) months.

28.7.4.4. If, before the date specified for the termination of this Lease as extended by such mortgagee's exercise of Mortgagee's Right to Postpone, the assumption of performance and observance of the Lessee's covenants and conditions with respect to the subleased premises shall be delivered to the Air Force by the

mortgagee, or its nominee and the mortgagee shall have complied with all obligations on the Lessee's and sublessee's part to be performed with respect to the subleased premises under the Lease and no further defaults with respect to the subleased premises shall have occurred which shall not have been cured within the periods of time after notice above provided for; then and in such event, all defaults under this Lease with respect to the subleased premises shall be deemed to have been cured, and the Air Force's Termination Notice shall be deemed to have been withdrawn.

28.7.4.5. Nothing herein contained shall be deemed to impose any obligation on the part of the Air Force to deliver physical possession of the Leased Premises to such holder of a mortgage.

28.7.4.6. If more than one mortgagee shall seek to exercise any of the rights provided for in this Condition 28.7, the holder of the mortgage having priority of lien over the other mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among mortgagees regarding the priority of lien, the mortgagees must prove to the satisfaction of the Air Force that they have settled that dispute.

28.8. The provisions of Condition 28.7 shall likewise apply to the Lessee regarding mortgagees holding mortgages on the Leased Premises.

28.9. Any mortgages, liens, encumbrances or other interests created pursuant to Conditions 28.2 through 28.8 shall not be subject to the provisions of Condition 28.1.

2. All references to the Air Force Base Conversion Agency in the Interim Lease Agreement (Lease No. BCA-OL-Y-01-1001), or any amendment thereto, shall now be read to mean the Air Force Real Property Agency.

3. Exhibit F of the Interim Lease Agreement is deleted in its entirety and shall be replaced by the list of the Areas of Special Notice and associated map, which are attached hereto.

4. All other terms and conditions of the Interim Lease Agreement and amendments shall remain in full force and effect:

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force this ______ day of ___________, 2004.

DEPARTMENT OF THE AIR FORCE

____
ALBERT F. LOWAS, JR.
Director
Air Force Real Property Agency

COMMONWEALTH OF VIRGINIA)
ss:
COUNTY OF ARLINGTION)

The foregoing instrument was acknowledged before me this ______ day of __________, 2004, by ____.

____
Notary Public, Commonwealth of Virginia
My commission expires:

IN WITNESS WHEREOF the undersigned has entered into this Fourteenth Amendment to the Lease this ________ 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

EXHIBIT 3

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT PARCEL 3W

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ___________, 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 ______________________________________ (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.

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

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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

A. 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:

A. Exhibit A - Property Description

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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:__________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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

(Grantee)

By:__________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

EXHIBIT 4

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT PARCEL 3E

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ___________, 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 ____ (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.

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

A. 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:

A. Exhibit A - Property Description

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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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:___________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

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STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT PARCEL 4

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ___________, 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 _______________________________________ (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.

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

A. 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

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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:

A. Exhibit A - Property Description

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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:__________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT PARCEL 5

I. PARTIES

THIS INDENTURE is made and entered into this _____ day of ___________, 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 ____ (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.

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

A. 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,"

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"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

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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:

A. Exhibit A - Property Description

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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:__________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT PARCEL 7

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ___________, 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 ____ (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.

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

A. 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:

A. Exhibit A - Property Description

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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:__________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

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STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT PARCEL 11

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ___________, 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 ____ (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.

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

A. 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.

B. Any monitoring wells, pumping wells or treatment facilities required in conjunction with additional remedial or corrective action found to be necessary after the date of conveyance shall be designed and installed so as to be as inconspicuous as practicable. Grantor shall notify Grantee in writing, in reasonable detail and in reasonable scale, of the nature of such future facilities and of the location of any such future facilities, and, at Grantee's request, shall record such notice. Grantor shall continue to own existing monitoring wells and other future facilities described above, which are personal property. Grantor shall be

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responsible for operation, maintenance, repair, replacement and removal of wells and other facilities. When existing monitoring wells or future facilities are no longer required in connection with a remedial or corrective action, Grantor shall close or abandon them in accordance with applicable law and regulation within a reasonable period. Grantee may request information concerning Grantor's continuing need for any particular facilities and may request Grantor's closure or abandonment of facilities at any time it appears such facilities are no longer required. If Grantor does not close or abandon facilities no longer required by Grantor in time to meet Grantee's schedule for use of the Property, Grantee may itself close them in accordance with applicable laws and regulations, at Grantee's expense. If necessary, Grantee may seek concurrence of EPA and the FDEP as set forth in Section VII.B. below, to close or abandon such facilities, if Grantor has not done so. Once closed or abandoned in accordance with applicable law or regulation, the Grantor shall have no interest in such facilities. Grantor and Grantee shall record one or more notices or amendments of prior notices showing which facilities are closed or abandoned from time to time. If Grantor fails to do so, Grantee may itself record such notice or amendment.

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. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)(3)).

1. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

a. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

b. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit C.

c. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(1) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Indenture; and
(2) any additional remedial action found to be necessary after the date of this Indenture for contamination on the Property existing prior to the date of this Indenture will be conducted by the United States.

Pursuant to and in accordance with CERCLA 120(h)(3)(B), this warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United

States, for additional remedial action that is required to facilitate Grantee's use of the Property hereby conveyed.

d. The United States has reserved a no-cost right of access to the Property in the Reservation Section of this Indenture in order to perform any remedial or corrective action as required by CERCLA 120(h)(3)(A)(ii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VIII.D.2. BELOW, MAY AFFECT THE FOREGOING WARRANTY

2. Environmental Use Restrictive Covenants

a. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on Exhibit D to this Indenture to which one or more of these environmental restrictive covenants may apply.

b. The following environmental use restrictive covenant(s) in this section is (are) being created to protect human health and the environment with regard to residual contamination remaining on the Property and is (are) a component of the remedial action referred to in section B.1. above:

(1) In order to prevent human exposure to arsenic in soils on the Property above 10 ppb, the Grantee shall not use the Property for permanent residential purposes, hospitals for human care, public or private schools for persons under 18 years of age, or day care centers for children. For the purposes of this prohibition permanent residential purposes shall mean market housing with permanent utility connections designed for non-temporary accomodation of individuals or families.

(2) The groundwater within the area described in Exhibit D is contaminated with arsenic. In order to prevent exposure to these contaminants and protect the public and site personnel from exposure to these contaminants, the Grantee is prohibited from consuming, causing exposure to, or otherwise using the underlying groundwater for any purpose whatsoever, without coordinating such efforts and obtaining approval from the FDEP, EPA, and the Air Force, or their successors in function.

(3) The Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any wells and treatment facilities and systems, and related piping used in the environmental remediation and restoration on the Property.

c. It is the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title,

in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

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:

A. Exhibit A - Property Description
B. Exhibit B - Notice of Hazardous Substances Stored/Released
C. Exhibit C - Description of Remedial Action Taken With Respect to the Property
D. Exhibit D - Contaminated Areas

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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:___________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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

(Grantee)

By:__________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

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STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT PARCEL SM

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ___________, 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 ______________________________________ (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.

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

A. 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.

B. Any monitoring wells, pumping wells or treatment facilities required in conjunction with additional remedial or corrective action found to be necessary after the date of conveyance shall be designed and installed so as to be as inconspicuous as practicable. Grantor shall notify Grantee in writing, in reasonable detail and in reasonable scale, of the nature of such future facilities and of the location of any such future facilities, and, at Grantee's request, shall record such notice. Grantor shall continue to own existing monitoring wells and other future facilities described above, which are personal property. Grantor shall be

responsible for operation, maintenance, repair, replacement and removal of wells and other facilities. When existing monitoring wells or future facilities are no longer required in connection with a remedial or corrective action, Grantor shall close or abandon them in accordance with applicable law and regulation within a reasonable period. Grantee may request information concerning Grantor's continuing need for any particular facilities and may request Grantor's closure or abandonment of facilities at any time it appears such facilities are no longer required. If Grantor does not close or abandon facilities no longer required by Grantor in time to meet Grantee's schedule for use of the Property, Grantee may itself close them in accordance with applicable laws and regulations, at Grantee's expense. If necessary, Grantee may seek concurrence of EPA and the FDEP as set forth in Section VII.B. below, to close or abandon such facilities, if Grantor has not done so. Once closed or abandoned in accordance with applicable law or regulation, the Grantor shall have no interest in such facilities. Grantor and Grantee shall record one or more notices or amendments of prior notices showing which facilities are closed or abandoned from time to time. If Grantor fails to do so, Grantee may itself record such notice or amendment.

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

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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. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)(3)).

1. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

a. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

b. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit C.

c. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(1) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Indenture; and
(2) any additional remedial action found to be necessary after the date of this Indenture for contamination on the Property existing prior to the date of this Indenture will be conducted by the United States.

Pursuant to and in accordance with CERCLA 120(h)(3)(B), this warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United

States, for additional remedial action that is required to facilitate Grantee's use of the Property hereby conveyed.

d. The United States has reserved a no-cost right of access to the Property in the Reservation Section of this Indenture in order to perform any remedial or corrective action as required by CERCLA 120(h)(3)(A)(ii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VIII.D.2. BELOW, MAY AFFECT THE FOREGOING WARRANTY

2. Environmental Use Restrictive Covenants

a. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on Exhibit D to this Indenture to which one or more of these environmental restrictive covenants may apply.

b. The following environmental use restrictive covenant(s) in this section is (are) being created to protect human health and the environment with regard to residual contamination remaining on the Property and is (are) a component of the remedial action referred to in section B.1. above:

(1) In order to prevent human exposure to arsenic in soils on the Property above 10 ppb, the Grantee shall not use the Property for permanent residential purposes, hospitals for human care, public or private schools for persons under 18 years of age, or day care centers for children. For the purposes of this prohibition permanent residential purposes shall mean market housing with permanent utility connections designed for non-temporary accomodation of individuals or families.

(2) The groundwater within the area described in Exhibit D is contaminated with arsenic. In order to prevent exposure to these contaminants and protect the public and site personnel from exposure to these contaminants, the Grantee is prohibited from consuming, causing exposure to, or otherwise using the underlying groundwater for any purpose whatsoever, without coordinating such efforts and obtaining approval from the FDEP, EPA, and the Air Force, or their successors in function.

(3) The Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any wells and treatment facilities and systems, and related piping used in the environmental remediation and restoration on the Property.

c. It is the intent of the the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title,

in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

C. Preservation Covenants.

1. One Federally-listed endangered plant, the Small's milkpea inhabits a portion of the Property hereby conveyed. In order to ensure the preservation and management of the remnant pine rocklands containing the Small's milkpea, the Property will be managed in accordance with a management plan prepared by the Grantee, which shall be approved by the United States Department of Interior, Fish and Wildlife Service, prior to undertaking any construction or other activity affecting any portion of the Property containing such plant species.

2. In addition, 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.

3. 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.

4. This preservation covenant, and its restrictions, conditions, and limitations shall be binding on the Grantee and its successors, and assigns in perpetuity; however, 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:

A. Exhibit A - Property Description
B. Exhibit B - Notice of Hazardous Substances Stored/Released
C. Exhibit C - Description of Remedial Action Taken With Respect to the Property
D. Exhibit D - Contaminated Areas

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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:__________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

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EXHIBIT 10

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT COAST GUARD PARCEL

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ____________, 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 ____ (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.

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

A. 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.

B. Any monitoring wells, pumping wells or treatment facilities required in conjunction with additional remedial or corrective action found to be necessary after the date of conveyance shall be designed and installed so as to be as inconspicuous as practicable. Grantor shall notify Grantee in writing, in reasonable detail and in reasonable scale, of the nature of such future facilities and of the location of any such future facilities, and, at Grantee's request, shall record such notice. Grantor shall continue to own existing monitoring wells and other future facilities described above, which are personal property. Grantor shall be

responsible for operation, maintenance, repair, replacement and removal of wells and other facilities. When existing monitoring wells or future facilities are no longer required in connection with a remedial or corrective action, Grantor shall close or abandon them in accordance with applicable law and regulation within a reasonable period. Grantee may request information concerning Grantor's continuing need for any particular facilities and may request Grantor's closure or abandonment of facilities at any time it appears such facilities are no longer required. If Grantor does not close or abandon facilities no longer required by Grantor in time to meet Grantee's schedule for use of the Property, Grantee may itself close them in accordance with applicable laws and regulations, at Grantee's expense. If necessary, Grantee may seek concurrence of EPA and the FDEP as set forth in Section VII.B. below, to close or abandon such facilities, if Grantor has not done so. Once closed or abandoned in accordance with applicable law or regulation, the Grantor shall have no interest in such facilities. Grantor and Grantee shall record one or more notices or amendments of prior notices showing which facilities are closed or abandoned from time to time. If Grantor fails to do so, Grantee may itself record such notice or amendment.

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. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)(3)).

1. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

a. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

b. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit C.

c. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(1) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Indenture; and
(2) any additional remedial action found to be necessary after the date of this Indenture for contamination on the Property existing prior to the date of this Indenture will be conducted by the United States.

Pursuant to and in accordance with CERCLA 120(h)(3)(B), this warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United

States, for additional remedial action that is required to facilitate Grantee's use of the Property hereby conveyed.

d. The United States has reserved a no-cost right of access to the Property in the Reservation Section of this Indenture in order to perform any remedial or corrective action as required by CERCLA 120(h)(3)(A)(ii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VIII.D.2. BELOW, MAY AFFECT THE FOREGOING WARRANTY

2. Environmental Use Restrictive Covenants

a. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on Exhibit D to this Indenture to which one or more of these environmental restrictive covenants may apply.

b. The following environmental use restrictive covenant(s) in this section is (are) being created to protect human health and the environment with regard to residual contamination remaining on the Property and is (are) a component of the remedial action referred to in section B.1. above:

(1) In order to prevent human exposure to arsenic in soils on the Property above 10 ppb, the Grantee shall not use the Property for permanent residential purposes, hospitals for human care, public or private schools for persons under 18 years of age, or day care centers for children. For the purposes of this prohibition permanent residential purposes shall mean market housing with permanent utility connections designed for non-temporary accomodation of individuals or families.

(2) The groundwater within the area described in Exhibit D is contaminated with arsenic. In order to prevent exposure to these contaminants and protect the public and site personnel from exposure to these contaminants, the Grantee is prohibited from consuming, causing exposure to, or otherwise using the underlying groundwater for any purpose whatsoever, without coordinating such efforts and obtaining approval from the FDEP, EPA, and the Air Force, or their successors in function.

(3) The Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any wells and treatment facilities and systems, and related piping used in the environmental remediation and restoration on the Property.

c. It is the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title,

in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

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. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended. Pursuant to this reservation, the Grantor shall have the right to regulate or prohibit the release into the air of any substance which would impair the visibility or otherwise interfere with the operations of aircraft, such as, but not limited to, steam, dust, and smoke; the Grantor shall have the right to regulate or prohibit light emissions, either direct or indirect (reflective), which might interfere with pilot vision; and the Grantor shall have the right to prohibit electrical emissions which would interfere with aircraft and Air Force communications systems or aircraft navigational equipment.

F. 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.

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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:

A. Exhibit A - Property Description
B. Exhibit B - Notice of Hazardous Substances Stored/Released
C. Exhibit C - Description of Remedial Action Taken With Respect to the Property
D. Exhibit D - Contaminated Areas

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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:___________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on ___________________.

(seal)

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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

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EXHIBIT 11

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT NATIONAL/HOMELAND SECURITY PARCEL

I. PARTIES

THIS INDENTURE is made and entered into this _____ day of ____________, 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 ______________________________________ (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.

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

A. 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.

B. Any monitoring wells, pumping wells or treatment facilities required in conjunction with additional remedial or corrective action found to be necessary after the date of conveyance shall be designed and installed so as to be as inconspicuous as practicable. Grantor shall notify Grantee in writing, in reasonable detail and in reasonable scale, of the nature of such future facilities and of the location of any such future facilities, and, at Grantee's request, shall record such notice. Grantor shall continue to own existing monitoring wells and other future facilities described above, which are personal property. Grantor shall be

responsible for operation, maintenance, repair, replacement and removal of wells and other facilities. When existing monitoring wells or future facilities are no longer required in connection with a remedial or corrective action, Grantor shall close or abandon them in accordance with applicable law and regulation within a reasonable period. Grantee may request information concerning Grantor's continuing need for any particular facilities and may request Grantor's closure or abandonment of facilities at any time it appears such facilities are no longer required. If Grantor does not close or abandon facilities no longer required by Grantor in time to meet Grantee's schedule for use of the Property, Grantee may itself close them in accordance with applicable laws and regulations, at Grantee's expense. If necessary, Grantee may seek concurrence of EPA and the FDEP as set forth in Section VII.B. below, to close or abandon such facilities, if Grantor has not done so. Once closed or abandoned in accordance with applicable law or regulation, the Grantor shall have no interest in such facilities. Grantor and Grantee shall record one or more notices or amendments of prior notices showing which facilities are closed or abandoned from time to time. If Grantor fails to do so, Grantee may itself record such notice or amendment.

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. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)(3)).

1. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

a. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

b. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit C.

c. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(1) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Indenture; and
(2) any additional remedial action found to be necessary after the date of this Indenture for contamination on the Property existing prior to the date of this Indenture will be conducted by the United States.

Pursuant to and in accordance with CERCLA 120(h)(3)(B), this warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United

States, for additional remedial action that is required to facilitate Grantee's use of the Property hereby conveyed.

d. The United States has reserved a no-cost right of access to the Property in the Reservation Section of this Indenture in order to perform any remedial or corrective action as required by CERCLA 120(h)(3)(A)(ii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VIII.D.2. BELOW, MAY AFFECT THE FOREGOING WARRANTY

2. Environmental Use Restrictive Covenants

a. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on Exhibit D to this Indenture to which one or more of these environmental restrictive covenants may apply.

b. The following environmental use restrictive covenant(s) in this section is (are) being created to protect human health and the environment with regard to residual contamination remaining on the Property and is (are) a component of the remedial action referred to in section B.1. above:

(1) In order to prevent human exposure to arsenic in soils on the Property above 10 ppb, the Grantee shall not use the Property for permanent residential purposes, hospitals for human care, public or private schools for persons under 18 years of age, or day care centers for children. For the purposes of this prohibition permanent residential purposes shall mean market housing with permanent utility connections designed for non-temporary accomodation of individuals or families.

(2) The groundwater within the area described in Exhibit D is contaminated with arsenic. In order to prevent exposure to these contaminants and protect the public and site personnel from exposure to these contaminants, the Grantee is prohibited from consuming, causing exposure to, or otherwise using the underlying groundwater for any purpose whatsoever, without coordinating such efforts and obtaining approval from the FDEP, EPA, and the Air Force, or their successors in function.

(3) The Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any wells and treatment facilities and systems, and related piping used in the environmental remediation and restoration on the Property.

c. It is the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title,

in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

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

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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. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended. Pursuant to this reservation, the Grantor shall have the right to regulate or prohibit the release into the air of any substance which would impair the visibility or otherwise interfere with the operations of aircraft, such as, but not limited to, steam, dust, and smoke; the Grantor shall have the right to regulate or prohibit light emissions, either direct or indirect (reflective), which might interfere with pilot vision; and the Grantor shall have the right to prohibit electrical emissions which would interfere with aircraft and Air Force communications systems or aircraft navigational equipment.

F. 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.

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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:

A. Exhibit A - Property Description
B. Exhibit B - Notice of Hazardous Substances Stored/Released
C. Exhibit C - Description of Remedial Action Taken With Respect to the Property
D. Exhibit D - Contaminated Areas

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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:__________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

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STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE
FORM DOCUMENT CUT-OUT PARCEL

I. PARTIES

THIS INDENTURE is made and entered into this _____day of ___________, 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 ______________________________________ (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.

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

A. 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.

B. Any monitoring wells, pumping wells or treatment facilities required in conjunction with additional remedial or corrective action found to be necessary after the date of conveyance shall be designed and installed so as to be as inconspicuous as practicable. Grantor shall notify Grantee in writing, in reasonable detail and in reasonable scale, of the nature of such future facilities and of the location of any such future facilities, and, at Grantee's request, shall record such notice. Grantor shall continue to own existing monitoring wells and other future facilities described above, which are personal property. Grantor shall be

responsible for operation, maintenance, repair, replacement and removal of wells and other facilities. When existing monitoring wells or future facilities are no longer required in connection with a remedial or corrective action, Grantor shall close or abandon them in accordance with applicable law and regulation within a reasonable period. Grantee may request information concerning Grantor's continuing need for any particular facilities and may request Grantor's closure or abandonment of facilities at any time it appears such facilities are no longer required. If Grantor does not close or abandon facilities no longer required by Grantor in time to meet Grantee's schedule for use of the Property, Grantee may itself close them in accordance with applicable laws and regulations, at Grantee's expense. If necessary, Grantee may seek concurrence of EPA and the FDEP as set forth in Section VII.B. below, to close or abandon such facilities, if Grantor has not done so. Once closed or abandoned in accordance with applicable law or regulation, the Grantor shall have no interest in such facilities. Grantor and Grantee shall record one or more notices or amendments of prior notices showing which facilities are closed or abandoned from time to time. If Grantor fails to do so, Grantee may itself record such notice or amendment.

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. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)(3)).

1. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

a. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

b. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit C.

c. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(1) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Indenture; and
(2) any additional remedial action found to be necessary after the date of this Indenture for contamination on the Property existing prior to the date of this Indenture will be conducted by the United States.

Pursuant to and in accordance with CERCLA 120(h)(3)(B), this warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United

States, for additional remedial action that is required to facilitate Grantee's use of the Property hereby conveyed.

d. The United States has reserved a no-cost right of access to the Property in the Reservation Section of this Indenture in order to perform any remedial or corrective action as required by CERCLA 120(h)(3)(A)(ii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VIII.D.2. BELOW, MAY AFFECT THE FOREGOING WARRANTY

2. Environmental Use Restrictive Covenants

a. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on Exhibit D to this Indenture to which one or more of these environmental restrictive covenants may apply.

b. The following environmental use restrictive covenant(s) in this section is (are) being created to protect human health and the environment with regard to residual contamination remaining on the Property and is (are) a component of the remedial action referred to in section B.1. above:

(1) In order to prevent human exposure to arsenic in soils on the Property above 10 ppb, the Grantee shall not use the Property for permanent residential purposes, hospitals for human care, public or private schools for persons under 18 years of age, or day care centers for children. For the purposes of this prohibition permanent residential purposes shall mean market housing with permanent utility connections designed for non-temporary accomodation of individuals or families.

(2) The groundwater within the area described in Exhibit D is contaminated with arsenic. In order to prevent exposure to these contaminants and protect the public and site personnel from exposure to these contaminants, the Grantee is prohibited from consuming, causing exposure to, or otherwise using the underlying groundwater for any purpose whatsoever, without coordinating such efforts and obtaining approval from the FDEP, EPA, and the Air Force, or their successors in function.

(3) The subsurface soils within the area described in Exhibit D are contaminated with arsenic, PAHs, and TCE. In order to prevent exposure to these contaminants and protect the public and site personnel from exposure to these contaminants, the Grantee is prohibited from digging, excavating, or conducting any other activity that would disturb the surface cover without coordinating such efforts and obtaining approval from the FDEP, EPA, and the Air Force, or their successors in function.

(4) The Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any wells and treatment facilities and systems, and related piping used in the environmental remediation and restoration on the Property.

c. It is the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

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. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended. Pursuant to this reservation, the Grantor shall have the right to regulate or prohibit the release into the air of any substance which would impair the visibility or otherwise interfere with the operations of aircraft, such as, but not limited to, steam, dust, and smoke; the Grantor shall have the right to regulate or prohibit light emissions, either direct or indirect (reflective), which might interfere with pilot vision; and the Grantor shall have the right to prohibit electrical emissions which would interfere with aircraft and Air Force communications systems or aircraft navigational equipment.

F. 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

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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:

A. Exhibit A - Property Description
B. Exhibit B - Notice of Hazardous Substances Stored/Released
C. Exhibit C - Description of Remedial Action Taken With Respect to the Property
D. Exhibit D - Contaminated Areas

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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:___________________ (seal)

Signed, Sealed, and Delivered
in the presence of:

____

____

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this ___ day of ___________, 2004, by ____.

____
Notary Public

My commission expires on __________________.

(seal)

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

(Grantee)

By:___________________
George M. Burgess
County Manager

Attest:

____

Approved as to Form:

____

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