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

MEMORANDUM

Agenda Item No. 11(A)(3)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 23, 2013

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

SUBJECT: Resolution approving terms of and authorizing execution by County Mayor of a lease agreement for twenty-six acres of County-owned land between Miami-Dade County and South Florida S.P.C.A. (Society for the Prevention of Cruelty to Animals), Inc., a Florida non-profit corporation, for premises to be utilized as a pasture for rescued horses

Resolution No. R-44-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 23, 2013

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

SUBJECT: Agenda Item No. 11(A)(3).

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(3)
1-23-13

RESOLUTION NO. R-44-13

RESOLUTION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE AGREEMENT FOR TWENTY-SIX ACRES OF COUNTY-OWNED LAND BETWEEN MIAMI-DADE COUNTY AND SOUTH FLORIDA S.P.C.A. (SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS), INC., A FLORIDA NON-PROFIT CORPORATION, FOR PREMISES TO BE UTILIZED AS A PASTURE FOR RESCUED HORSES WITH A TOTAL FISCAL IMPACT TO THE COUNTY OF $10.00 PER YEAR IN RENTAL REVENUE FOR THE TERM OF THE LEASE; AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS CONTAINED THEREIN

WHEREAS, the South Florida S.P.C.A. (Society for the Prevention of Cruelty to Animals), Inc. (the "Society for the Prevention of Cruelty to Animals") is a registered Florida non-profit corporation organized for the purpose of servicing the public; and

WHEREAS, the Society for the Prevention of Cruelty to Animals is dedicated to the rescue, rehabilitation, and adoption of abused, neglected and abandoned horses and other large animals; and

WHEREAS, Society for the Prevention of Cruelty to Animals desires to lease twenty-six (26) acres of County-owned property located adjacent to the Homestead Air Reserve Base for pasture land for the shelter and care of rescued horses; and

WHEREAS, the location of such property is depicted in Exhibit "A" to this resolution (the "Property"); and

WHEREAS, by motion at its June 5th, 2012 meeting, this Board, among other items, directed the County Attorney's Office to identify legal restrictions applicable to the development

of a film/television studio, including but not limited to production offices, studios and back lots, at certain parcels surrounding the Homestead Air Reserve Base, including the Property; and

WHEREAS, the proposed lease has a term of five (5) years and is terminable by the County for any reason by providing written notice to the Society for the Prevention of Cruelty to Animals at least ten (10) days prior to its effective date and by the Society for the Prevention of cruelty to Animals for any reason by providing written notice to the County at least thirty (30) days prior to its effective date; and

WHEREAS, accordingly, if the County determines to proceed with the development of the film/television studio or any other economic development project, or wishes to cancel the lease for any other reason, the proposed lease could be cancelled by the County; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, this Board finds that Society for the Prevention of Cruelty to Animals does require the Property for such use and the Property is not otherwise needed for County purposes; and

WHEREAS, this Board wishes to lease to Society for the Prevention of Cruelty to Animals the Property for a five year term for nominal value ($10.00),

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

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. This Board hereby approves the terms of the Lease between Miami-Dade County and Society for the Prevention of Cruelty to Animals for premises to be utilized solely for pasture land for the shelter and care of rescued horses at nominal rent ($10.00) for the five year term of the lease, all in substantially the form attached hereto as Exhibit "B" and made a part hereof by this reference. This Board hereby authorizes the County Mayor or the Mayor's

designee to execute the same for and on behalf of Miami-Dade County and to exercise any cancellation provisions, renewal provisions and all other rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman. It was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of January, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

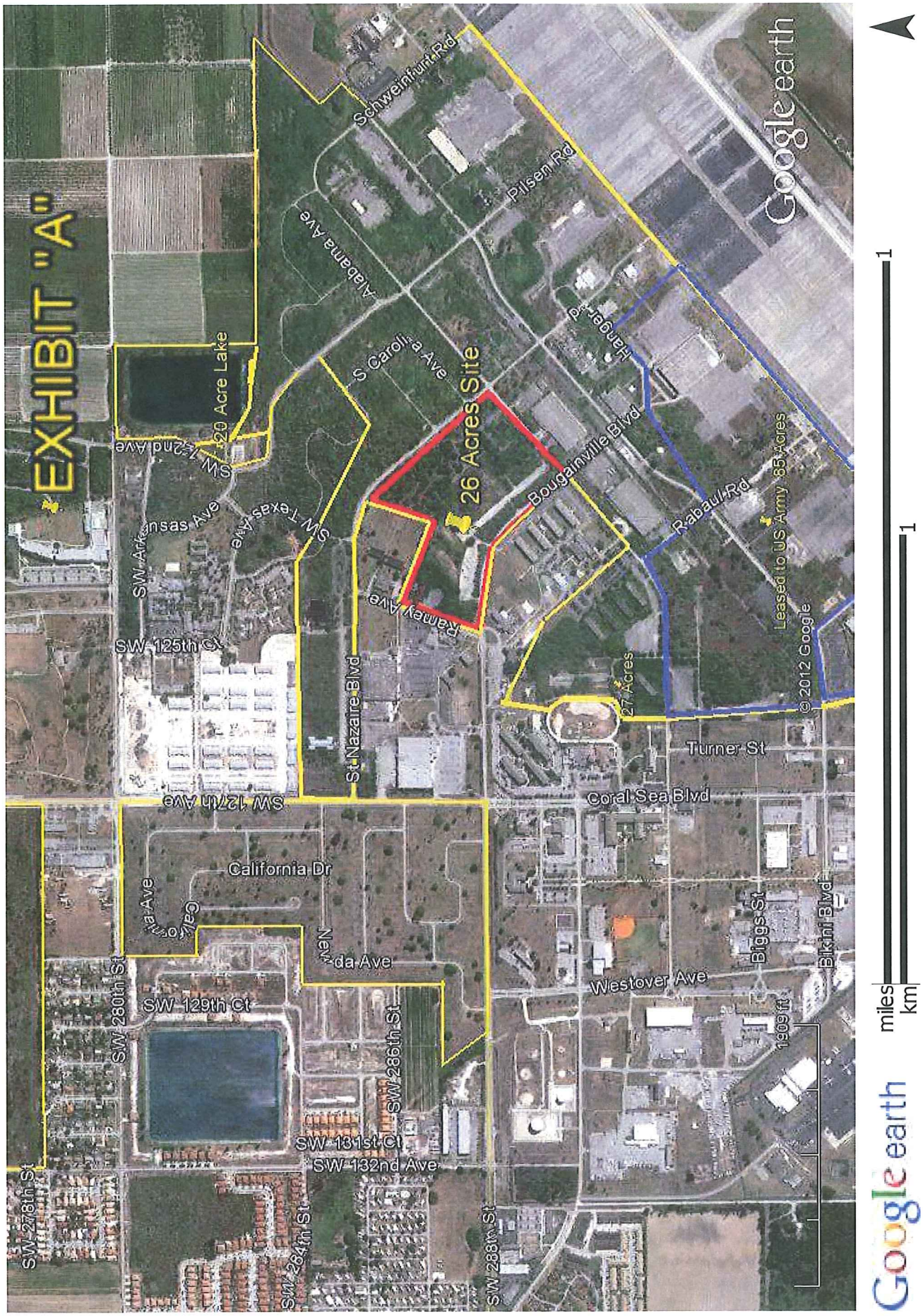
HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

Geri Bonzon-Keenan

Exhibit "A" to Resolution



LEASE AGREEMENT

THIS AGREEMENT made on the _____day of , 20___ , by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and SOUTH FLORIDA S.P.C.A. (SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS), INC. (SFSPCA), a Non-Profit corporation within the State of Florida, hereinafter referred to as the "TENANT,"

***WITNESSETH*:**

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

A parcel of land consisting of approximately 26 acres located on County owned land adjacent to the Homestead Air Reserve Base (HARB) and contained within folio number 30-7901-000-0120 and as depicted on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) year(s), commencing upon approval of the Board of County Commissioners, (the "Effective Date") and terminating five (5) years thereafter, for and at a total rental of Ten Dollar and 00/100 ($10.00), payable in advance on the first day of the start of every lease year to the Board of County Commissioners, c/o Director, Internal Services Department, suite 2460, 111 N.W. 1st . Street, Miami, Florida 33128, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

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

ARTICLE I
USE OF LEASED PROPERTY

The area of the leased property may be use by TENANT as a pasture for TENANT'S rescue horses and related uses for the care and feeding of the horses. Upon expiration of this lease agreement any improvements will become the property of the LANDLORD.

ARTICLE II
CONDITION OF LEASED PROPERTY

TENANT hereby accepts the leased property in an "as is" condition at the beginning of this Lease Agreement. **The Tenant is aware of the condition, and restrictions on the use of, the leased property, including specifically the environmental condition, all as set forth in Exhibit B attached hereto and incorporated herein.** Upon expiration of this lease agreement, any fixtures and improvements will become the property of the LANDLORD. Any unsightly condition caused by the removal of TENANT's modular structure, fixtures, furniture or equipment, shall be repaired by TENANT at TENANT's own cost and expense prior to surrendering the space.

ARTICLE III
UTILITIES AND MAINTENANCE

All utilities shall be placed in the name of TENANT and the cost of all utilities and waste removal shall be paid by TENANT, including any and all infrastructure required to provide service to the leased property. TENANT shall have the obligation to pay all utilities, taxes and special assessments, if any, levied upon or relative to the leased property. The TENANT agrees to provide, at its sole cost and expense, all maintenance, landscaping, repairs or replacements, as necessary, required to keep the leased property and any improvements thereto in a state of good

repair, and in a safe and clean condition at all times, during the term of this Lease Agreement. Landscaping shall be maintained in good condition during the term of this lease. TENANT, as its sole cost and expense, shall be responsible to provide ground maintenance to the premises, including, maintaining the landscaping and mowing. LANDLORD shall notify TENANT after discovering any maintenance deficiencies which TENANT is responsible for maintaining, and TENANT shall complete the necessary maintenance promptly after said notice.

ARTICLE IV
ALTERATIONS BY TENANT

TENANT may make any and all changes and/or modifications to the leased property permitted by law upon obtaining written approval from LANDLORD, in LANDLORD'S sole discretion. TENANT may modify the landscaping and vegetation as it deems necessary to maintain and conserve it without giving written notice to the LANDLORD. However all modifications to landscaping and vegetation must be made in accordance with the environmental conditions, including the protection of any protected fauna, if any, that are in effect for the property as referenced in Article II above.

ARTICLE V
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, which may be withheld in LANDLORD's sole discretion, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of all or part of the property or interests conveyed under this Lease Agreement.

ARTICLE VI
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the leased property above described shall be at

the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused by or due to the sole negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VII
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said leased property during all reasonable working hours to examine same.

ARTICLE VIII
SURRENDER OF LEASED PROPERTY

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said leased property in as good a condition, subject to ordinary wear and tear, as said leased property was at the beginning of the term of this Lease Agreement.

ARTICLE IX
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the LANDLORD or and its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses of any nature whatever in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the

name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The obligations of TENANT under this article shall survive the expiration, or earlier termination of, this Lease Agreement.

The TENANT shall comply with all Environmental Laws and shall not conduct or allow any use of our activity on or under the Property that will violate or threaten to violate any Environmental Law or environmental restrictions in effect pertaining to the property as specified in Exhibit "B" attached. The TENANT shall promptly notify the LANDLORD if the TENANT has actual knowledge of any noncompliance or potential noncompliance with any Environmental Law or if the TENANT receives any written or oral notification from any governmental authority or any third-party regarding any noncompliance of the Property or any portion thereof or threatened or potential noncompliance of the Property or any portion thereof with or any request for information pursuant to any Environmental Law. The TENANT shall indemnify, defend and hold the LANDLORD harmless from any loss or damage including attorney's fees and costs of defense resulting from any noncompliance of the Property or any portion thereof or potential noncompliance of the Property or any portion thereof with any Environmental Law. Any indemnification provision in this section survives the termination of this Lease Agreement, and does not limit any other indemnification provision continued in this Lease Agreement. For purposes of this Lease Agreement, Environmental Laws means any law, enactment, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization or other direction or requirement of any Government Authority, as same may be amended from time to time, whether now in existence or established or hereafter enacted, promulgated, adopted, entered or issued, both within and outside the present contemplation of the parties hereto, relating to pollution or protection of the

environment, including but not limited to, (a) CERCLA, 42 U.S.C. §§ 9601-9657, (b) the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987, (d) the Florida Resource Recovery and Management Act, Fla. Stat. §§ 403.703.7893, (e) the Pollutant Spill Prevention and Control Act, Fla. Stat §§ 376.011-376.21, (f) any common law of nuisance or trespass, (g) any law, rule or regulation relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemicals, or industrial, toxic or other Hazardous Substances or waste into the environment (including without limitation, ambient air, surface water, groundwater, land surface or surface strata), (h) any law otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals or industrial, toxic or other Hazardous Substances or wastes, and (i) any other designations as toxins, pollutants or contaminants by any other federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureaus, court agency or any instrumentality of any of them (including, without limitation, the United States Environmental protection Agency)

ARTICLE X
SUCCESSORS IN INTEREST

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

ARTICLE XI
CANCELLATION

CANCELLATION By LANDLORD: The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set

forth below:

A. Automatic Termination:

(1) Institution of proceedings in voluntary bankruptcy by the TENANT.

(2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

(3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

(1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

(2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after fourteen (14) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below for any of the following:

(1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the fourteen (14) day period from receipt of the written notice.

(2) A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the

LANDLORD against TENANT.

(3) Failure to abide by the terms and conditions of the Memorandum of Understanding (MOU) between the County and the SFSPCA, approved by Resolution No. R-81-11 attached hereto as Exhibit "B."

D. **TENANT recognizes that this Lease is an interim use which may be cancelled by LANDLORD, through its County Mayor or the County Mayor's Designee, at any time by giving the TENANT at least ten (10) days written notice prior to its effective date in LANDLORD'S sole and absolute discretion, including, but not limited to, the right of LANDLORD to cancel such this Lease in order to rent or convey such Property to other entities. In the event of such cancellation any property or improvements on such property shall be deemed abandoned and may be disposed of as LANDLORD deems appropriate in its sole and absolute discretion.**

CANCELLATION By TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least thirty (30) days written notice prior to its effective date.

ARTICLE XII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered by certified mail to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2100, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered by certified mail to the address of TENANT at 15476 N.W. 77th. Court, #440, Miami Lakes, FL 33016, or such other address as each party shall designate to the other in writing, shall

constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement.

Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XIII
INSURANCE

Prior to the commencement date of this Lease Agreement, TENANT shall, at its expense, maintain at all times during the term of this Lease Agreement and shall furnish to the Real Estate Development Division of the Miami-Dade County Internal Services Department, 111 N.W. 1st. Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability Insurance, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.

B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than $300,000 combined single limit for bodily injury and property damage.

C. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength.

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of all Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Financial Services and must be members of the Florida Guaranty Fund.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. Certificates shall indicate that no modification, change or cancellation shall be made without thirty (30) days written notice to the certificate holder. The certificate holder must read: Miami-Dade County, 111 NW 1st Street, Suite 2460, Miami, Florida 33128.

ARTICLE XIV
PERMITS, REGULATIONS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain, and maintain throughout the term of this Lease Agreement, any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws and the covenants and obligations of the Landlord, as the Grantee, set forth in Exhibit B.

ARTICLE XV
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the leased property for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin. TENANT agrees to comply with all State and Federal laws related to non-discrimination on the basis of race, color, creed, national origin or disability.

3. Governing Law/Venue

This Lease Agreement shall be governed and construed under the laws of the State of Florida and venue for any action arising out of the Lease Agreement shall be Miami-Dade County, Florida.

ARTICLE XVI
SPECIAL CONDITIONS

The TENANT agrees to comply with all of the covenants and obligations of the Grantee (as such term is defined in Exhibit B) set forth in Exhibit B for the term of the lease, including but not limited to all environmental restrictions.

ARTICLE XVII
LANDLORD'S RIGHTS AS SOVEREIGN

It is expressly understood that notwithstanding any provision of this Lease Agreement

and Landlord's sovereign status hereunder (if applicable): (a) the Landlord, retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein, and (b) Landlord is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein.

ARTICLE XVIII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

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

(CORPORATE SEAL)

SOUTH FLORIDA S.P.C.A. (Society for the Prevention of Cruelty to Animals), Inc.

_____ _____

WITNESS

_____ _____

WITNESS Name

_____

Title

(TENANT)

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

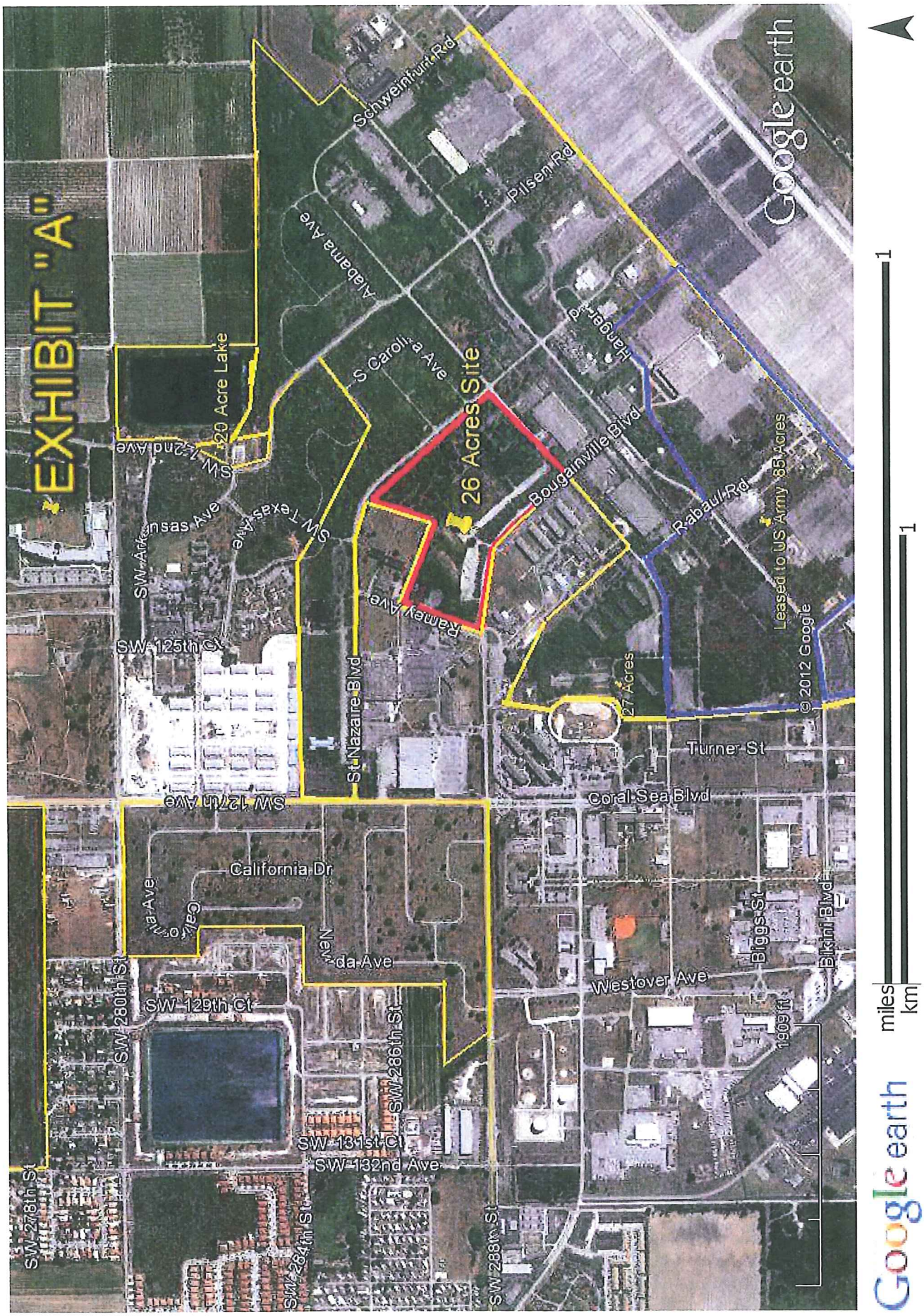
By: _____
DEPUTY CLERK Date

By: _____
Carlos Gimenez
County Mayor

(LANDLORD)

Approved by the County Attorney as
to form and legal sufficiency._____

Exhibit "A" to the Lease



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OR Bk 23134 Pgs 0396 - 417; (22pgs)
RECORDED 03/03/2005 12:49:34
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE

I. PARTIES

THIS INDENTURE is made and entered into this 30th day of September, 2004, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and MIAMI-DADE COUNTY, a municipal corporation existing under the laws of the State of Florida, whose mailing address is 111 N.W. 1st Street, Miami, Florida 33128 (the "Grantee"). (When used in this Indenture, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaims unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the City of Homestead, Miami-Dade County, and State of Florida (hereafter the "Property"). A description of the Property is set forth on Exhibit A to this Indenture and identified as Parcel D-4.

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 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. 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: Adam G. Antwine
ADAM G. ANTWINE
Acting Deputy Director
Air Force Real Property Agency

Signed, Sealed, and Delivered
in the presence of:

Vincent P Mokrzycki

[signature]

Commonwealth of Virginia :
ss.
County of Arlington :

The foregoing instrument was acknowledged before me this 30th day of September, 2004, by Adam G. Antwine, Acting Deputy Director, Air Force Real Property Agency.

[signature]
Notary Public

My commission expires on My Commission Expires July 31, 2006.

(seal)

DOMINIC E. PANZI JR. COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

9 of 10 (Parcel D-4)

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: 2/17, 2005

MIAMI-DADE COUNTY

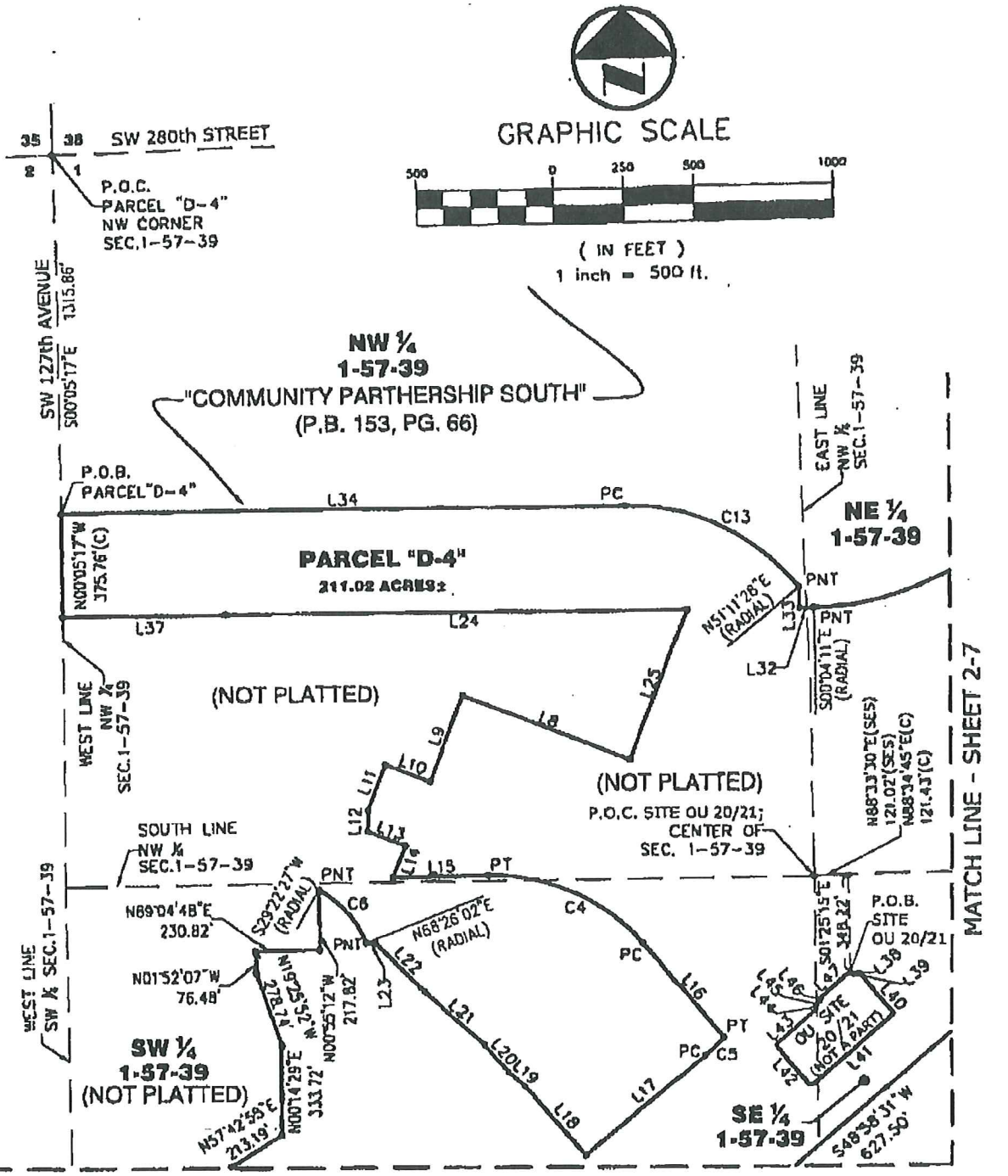
By: _____

Attest:

_____

Approved as to Form:

_____



ABBREVIATIONS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
SEC. = SECTION

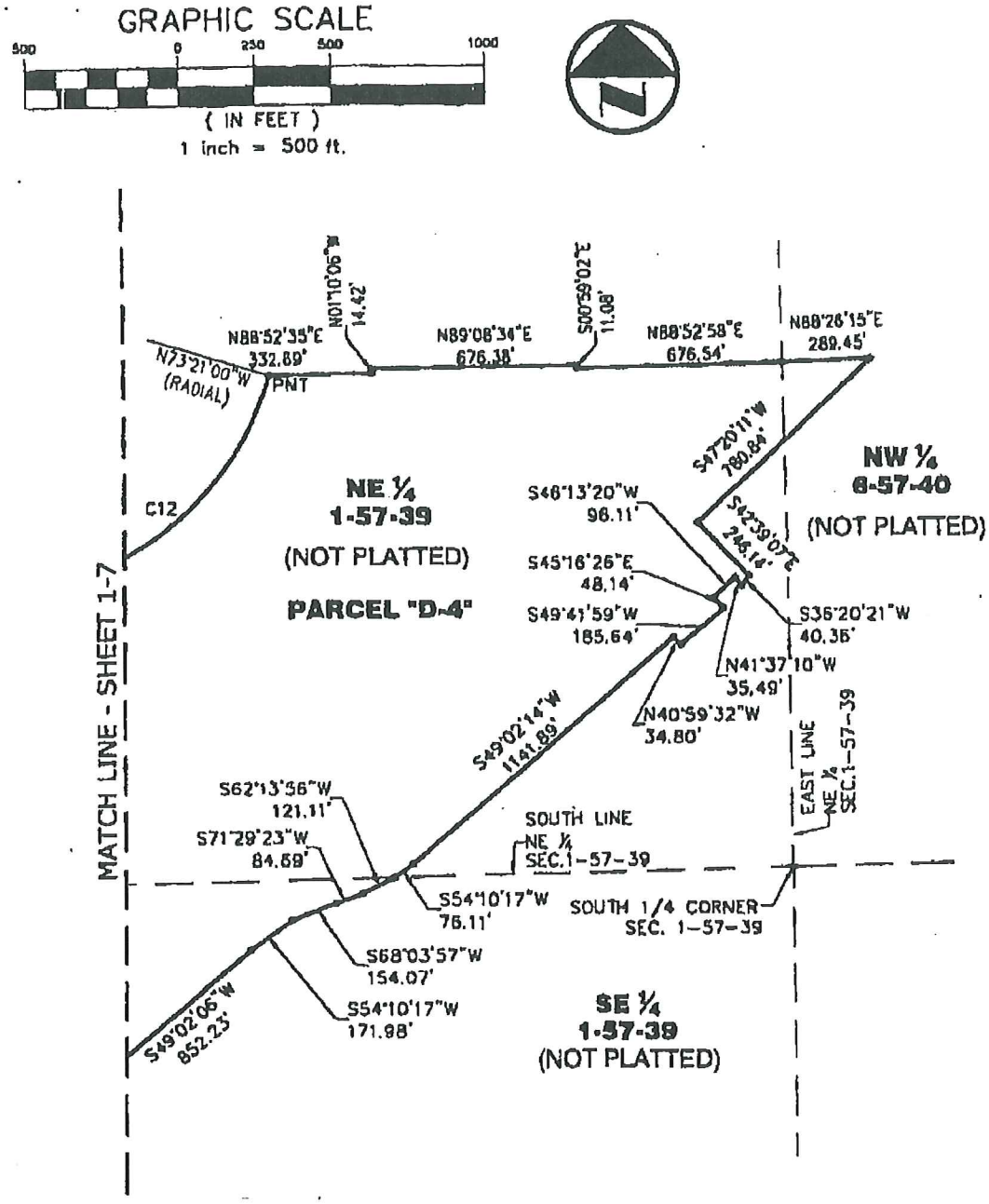
NOT A FIELD SURVEY

THIS DOCUMENT CONSISTS OF SEVEN (7) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "D-4"

SHEET 1 OF 7

PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER L824	HOMESTEAD AIR RESERVE STATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 05-12-04 DESIGNED: Z.C.PEREZ DRAWN: Z.C.PEREZ CHECKED: D.W.DEANS JOB NO.: 01.1501.01



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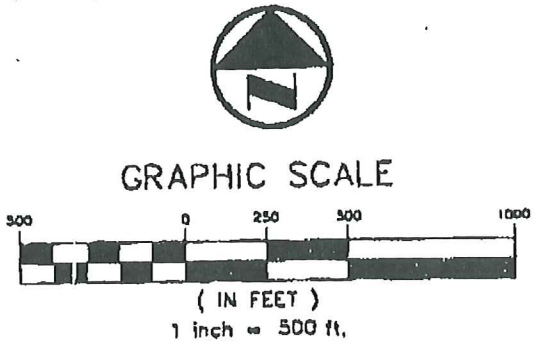
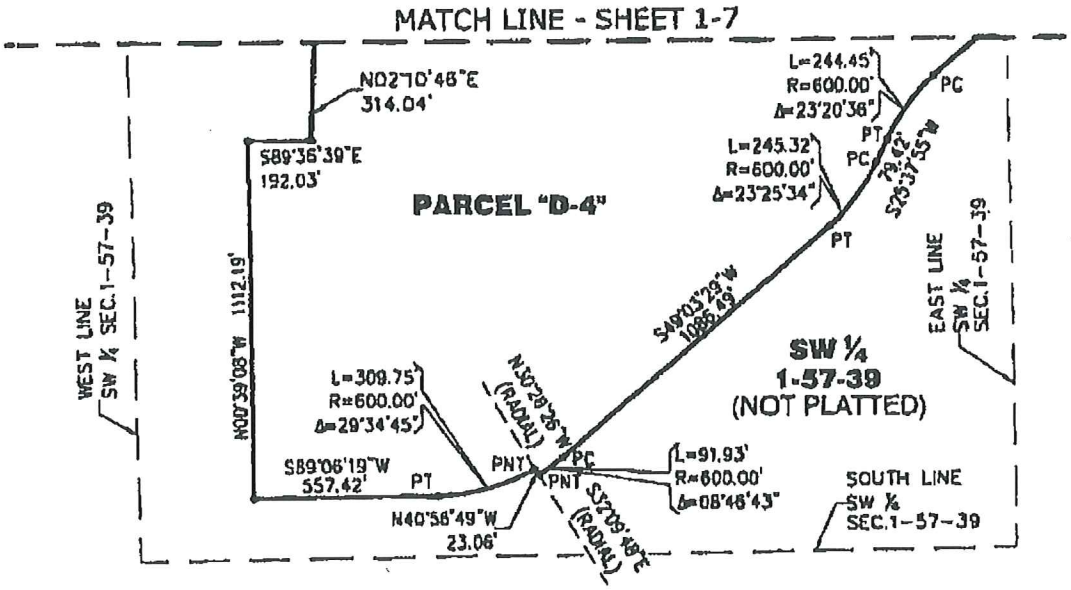
PARCEL "D-4"

SHEET 2 OF 7

PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 05-12-04 DESIGNED: Z.C.PEREZ DRAWN: Z.C.PEREZ CHECKED: D.W.DEANS JOB NO.: 01.1501.01





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PARCEL "D-4"

SHEET 3 OF 7

PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 05-12-04 DESIGNED: Z.C.PEREZ DRAWN: Z.C.PEREZ CHECKED: D.W.DEANS JOB NO.: 01.1501.01

Book23134/Page408 CFN#20050212582 Page 13 of 22

33

LINE TABLE		
LINE	BEARING	LENGTH
L8	S68°44'50"E	649.26'
L9	N21°14'54"E	333.81'
L10	S68°44'51"E	173.18'
L11	N21°13'48"E	176.83'
L12	N01°24'04"E	77.81'
L13	N68°46'49"W	146.75'
L14	N21°15'20"E	125.79'
L15	S88°56'48"W	351.02'
L16	N40°56'20"W	446.32'
L17	N49°29'31"E	567.27'
L18	S40°30'39"E	338.76'
L19	S48°28'44"E	77.30'
L20	S40°51'11"E	133.79'
L21	S48°55'46"E	292.91'
L22	S45°37'15"E	249.85'
L23	N88°55'24"E	31.79'
L24	S89°52'32"W	1661.79'
L25	N21°08'51"E	579.86'
L32	N89°55'49"E	52.98'
L33	S00°08'34"E	74.98'
L34	N89°53'07"E	2034.80'
L37	S89°53'11"W	588.62'
L38	S40°44'06"E	19.94'
L39	N48°19'55"E	21.99'
L40	S40°54'47"E	200.66'
L41	S49°05'37"W	399.85'
L42	N40°54'45"W	200.50'
L43	N49°04'59"E	199.85'
L44	N40°10'25"W	12.18'
L45	N49°01'22"E	33.31'
L46	N40°53'59"W	7.60'
L47	N49°06'50"E	144.71'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C4	628.89'	719.00'	50°06'53"
C5	96.83'	716.00'	7°44'55"
C6	262.46'	385.00'	39°03'35"
C11	173.36'	200.00'	49°39'55"
C12	1305.64'	1020.84'	73°16'49"
C13	716.37'	800.00'	51°18'21"

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PARCEL "D-4"

SHEET 4 OF 7

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

HOMESTEAD AIR RESERVE STATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 05-12-04
DESIGNED: Z.C.PEREZ
DRAWN: Z.C.PEREZ
CHECKED: D.W.DEANS
JOB NO.: 01.1501.01

X:\SURVEY DIVISION\WORK\2001\01-132113 HAFB BOUNDARY\01132113 PROJECT\dwg\REMAINDER OF 11.dwg 5/18/2004 11:43:43 AM CDT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "D-4"
HOMESTEAD AIR RESERVE STATION COMPLEX
MIAMI-DADE COUNTY, FLORIDA

ARTICLE I
DEFINITIONS, GENERALLY:

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

ARTICLE II
LEGAL DESCRIPTION:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTIONS 1 AND 12, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND SECTION 6, TOWNSHIP 57 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'17"E ALONG THE WEST LINE OF SAID SECTION 1 FOR 1315.86 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE N89°53'07"E FOR 2034.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 51°18'21"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 716.37 FEET; THENCE S00°08'34"E FOR 74.96 FEET; THENCE N89°55'49"E FOR 52.98 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1020.84 FEET AND A CENTRAL ANGLE OF 73°16'49"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 1305.84 FEET; THENCE N88°52'35"E FOR 332.69 FEET; THENCE N01°10'06"W FOR 14.42 FEET; THENCE N89°08'34"E FOR 676.38 FEET; THENCE S00°59'02"E FOR 11.08 FEET; THENCE N88°52'58"E FOR 676.54 FEET; THENCE N88°26'15"E FOR 289.45 FEET; THENCE S47°20'11"W FOR 780.84 FEET; THENCE S42°39'07"E FOR 246.14 FEET; THENCE S36°20'21"W FOR 40.36 FEET; THENCE N41°37'10"W FOR 35.49 FEET; THENCE S48°13'20"W FOR 96.11 FEET; THENCE S45°16'26"E FOR 48.14 FEET; THENCE S49°41'59"W FOR 185.64 FEET; THENCE N40°59'32"W FOR 34.80 FEET; THENCE S49°02'14"W FOR 1141.89 FEET; THENCE S54°10'17"W FOR 76.11 FEET; THENCE S16°13'58"W FOR 121.11 FEET; THENCE S71°29'23"W FOR 84.69 FEET; THENCE S68°03'57"W FOR 154.07 FEET; THENCE S54°10'17"W FOR 171.98 FEET; THENCE S49°02'06"W FOR 852.23 FEET; THENCE S48°58'31"W FOR 627.50 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 23°20'36"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 244.45 FEET; THENCE S25°37'55"W FOR 79.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 23°25'34"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 245.32 FEET; THENCE S49°03'29"W FOR 1,088.49 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 08°46'43"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 91.93 FEET; THENCE N40°56'49"W FOR 23.06 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N30°28'26"W, A RADIAL DISTANCE OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 29°34'45" FOR 309.75 FEET; THENCE S89°06'19"W FOR 557.42 FEET; THENCE N00°39'08"W FOR 1,112.19 FEET; THENCE S89°36'39"E FOR 192.03 FEET; THENCE N02°10'46"E FOR 314.04 FEET; THENCE N57°42'55"E FOR 213.19 FEET; THENCE N00°14'29"E FOR 333.72 FEET; THENCE N19°25'52"W FOR 278.74 FEET; THENCE N01°52'07"W FOR 76.48 FEET; THENCE N89°04'48"E FOR 230.82 FEET; THENCE N00°55'12"W FOR 217.82 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S29°22'27"W, A RADIAL DISTANCE OF 385.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 38°03'35" FOR 262.46 FEET; THENCE N88°55'24"E FOR 31.79 FEET; THENCE S45°37'15"E FOR 249.85 FEET; THENCE S48°55'46"E FOR 292.91 FEET; THENCE S40°51'11"E FOR 133.79 FEET; THENCE S48°28'44"E FOR 77.30 FEET; THENCE S40°30'39"E FOR 338.76 FEET; THENCE N49°29'31"E FOR 567.27 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 716.00 FEET AND A CENTRAL ANGLE OF 07°44'55"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 96.83

NOT A FIELD SURVEY

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PARCEL "D-4" SHEET 5 OF 7

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

HOMESTEAD AIR RESERVE STATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 05-12-04
DESIGNED: Z.C.PEREZ
DRAWN: Z.C.PEREZ
CHECKED: D.W.DEANS
JOB NO.: 01.1501.01

N:\SURVEY DIVISION\DESCRIPTION\01-1501\01 HAFB BOUNDARY\01132013 PROJECT\dwg\REMAINDER OF 114sq 5/18/2004 11:43:43 AM EDT

FEET; THENCE N40°58'20"W FOR 446.32 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 719.00 FEET AND A CENTRAL ANGLE OF 50°06'53"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 628.89 FEET; THENCE S88°56'46"W FOR 351.02 FEET; THENCE N21°15'20"E FOR 125.79 FEET; THENCE N88°46'49"W FOR 146.75 FEET; THENCE N01°24'04"E FOR 77.81 FEET; THENCE N21°13'48"E FOR 176.83 FEET; THENCE S68°44'51"E FOR 173.18 FEET; THENCE N21°14'54"E FOR 333.81 FEET; THENCE S68°44'50"E FOR 649.26 FEET; THENCE N21°08'51"E FOR 579.86 FEET; THENCE S89°52'32"W FOR 1661.70 FEET; THENCE S89°53'11"W FOR 588.62 FEET; THENCE N00°05'17"W FOR 375.76 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM THE FOLLOWING PARCEL OF LAND:
PARCEL OU20/21:

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 1; THENCE N88°33'30"E ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 1 FOR 121.02 FEET; THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 1, S01°26'30"E FOR 347.80 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE S40°44'06"E FOR 19.94 FEET; THENCE N48°19'55"E FOR 21.99 FEET; THENCE S40°54'47"E FOR 200.66 FEET; THENCE S49°05'37"W FOR 399.95 FEET; THENCE N40°54'45"W FOR 200.50 FEET; THENCE N49°04'59"E FOR 199.85 FEET; THENCE N40°10'25"W FOR 12.18 FEET; THENCE N49°01'22"E FOR 33.31 FEET; THENCE N40°53'59"W FOR 7.60 FEET; THENCE N49°06'50"E FOR 144.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 211.02 ACRES, MORE OR LESS BY CALCULATION.

ARTICLE III
SOURCES OF DATA:

BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF S00°05'17"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN MIAMI-DADE COUNTY, FLORIDA.

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

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

ARTICLE IV
LIMITATIONS:

THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LANDS THEREOF, THE DIMENSIONS AS DEPICTED ON THE SKETCH AND CITED IN THE LEGAL DESCRIPTION MAY BE SUBJECT TO ADJUSTMENT AS AN ACCURATE FIELD SURVEY OF THE SUBJECT PROPERTY MAY REVEAL.

NOT A FIELD SURVEY

THIS DOCUMENT CONSISTS OF SEVEN (7) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "D-4"

SHEET 6 OF 7

PBS&J 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 05-12-04 DESIGNED: Z.C.PEREZ DRAWN: Z.C.PEREZ CHECKED: D.W.DEANS JOB NO.: 01.1501.01

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ARTICLE V
CLIENT INFORMATION:

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

GOVERNMENT OF MIAMI-DADE COUNTY
111 NW 1ST STREET
MIAMI, FLORIDA 33128

ARTICLE VI
SURVEYOR'S CERTIFICATE:

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

PBS&J, A FLORIDA CORPORATION
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: C. M. del Valle

CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: MAY 12, 2004

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

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NOT A FIELD SURVEY

THIS DOCUMENT CONSISTS OF SEVEN (7) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PARCEL "D-4"

SHEET 7 OF 7

PBS&J 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 05-12-04 DESIGNED: Z.C.PEREZ DRAWN: Z.C.PEREZ CHECKED: D.W.DEANS JOB NO.: 01.1501.01

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Exhibit B

NOTICE OF HAZARDOUS SUBSTANCES STORED EXCEEDING 40 CFR 373 THRESHOLDS FOR 1 YEAR OR MORE

Notice is hereby given in conformance with 40 CFR Part 373 that the tables and information provided below from the Base-Wide EBS contain a notice of hazardous substances and hazardous wastes stored in quantities exceeding 40 CFR 373 Thresholds on the EDC property at Homestead AFB, FL. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h).

Bldg.	Substance Stored	National Stock Number	Quantity per year (kg/pound)	Constituents	Years^	Regulatory Synonym(s)	RCRA ID	CASRN
DRMO 604	Mercury	NA	4.5/12	Mercury	??-1992	Colloidal Mercury	U151	7439-97-6
	Waste Methyl Ethyl Ketone mixed with Paint Wastes	NA	588/1583	Methyl Ethyl Ketone		2-Butanone	D001, D00355, F005	78-93-3
	Waste Fuel and Residues	NA	32223/86754	Unknown		Unknown	D001, D008	Unknown
	Waste Insecticides (Durban, Vapona, Malathion, Diazinon, Baygon)	Unknown	209/563	Unknown		Unknown		Unknown
	Lithium Batterics	Unknown	5.5/15	Lithium Hydride		Lithium monohydride	D003	7580-67-8
	Waste Paint Filters	NA	5307/14288	Unknown		Unknown	D001	Unknown
	PD-680 Degreasing Solvent	6850-00-285-8011	10235/27556	Degreasing Solvent		Unknown	D001	8052-41-3
	Paint Wastes, Thinners &	Unknown	8719/23474	Unknown		Unknown	D001, D035,F003,	Unknown

Exhibit B (Parcel D-4)

Bldg.	Substance Stored	National Stock Number	Quantity per year (kg/pound)	Constituents	Years^	Regulatory Synonym(s)	RCRA ID	CASRN
	Strippers						F005, F002	
	Xylene and Alcohol	Unknown	379/1123	Xylenes		1,2-Dimethylbenzene	U239	1330-20-7
	NDI Emulsifier and Penetrant	Unknown	796/2143	Unknown		Unknown		Unknown
	Mineral Spirits	Unknown	81125/21841	Unknown		Unknown	D001, D006, F005	Unknown
	Purging Fluid	Unknown	3791/10207	Unknown		Unknown		Unknown
	Photo Fixer	Unknown	10994/295993	Unknown		Unknown	D011	Unknown
	Fingerprint Remover	Unknown	38/102	Unknown		Unknown	F002	Unknown
	Alkaline Stripper	Unknown	1516/4082	Unknown		Unknown	D002	Unknown
	Lead Contaminated Sand	Unknown	62836/169173	Lead			D008	7439-92-1
	Bead Blast Media	Unknown	455/1225	Unknown		Unknown	D001,D007, D008	Unknown
	Nickel-Cadmium Batteries	Unknown	136/366	Nickel, Cadmium		Unknown	D006	7440-02-0 7440-43-9
	Nickel-Cadmium Electrolyte	Unknown	227/611	Nickel, Cadmium		Unknown	D007	Unknown
	Carbon Remover	Unknown	19/51	Unknown		Unknown	D002,F001	Unknown

Exhibit B (Parcel D-4)

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Bldg.	Substance Stored	National Stock Number	Quantity per year (kg/pound)	Constituents	Years^	Regulatory Synonym(s)	RCRA ID	CASRN
	1,1,1 Trichloroethane	Unknown	1289/3470	Methyl chloroform		Chlorothene	F002,U226	71-55-6
	Lead Batterics	Unknown	4545/12237	Lead		Lead	D008,D002	7439-92-1

^ - 1992 Hurricane Andrew struck Homestead and put a stop to hazardous substance storage in these buildings

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Exhibit C
Description of Remedial Action Taken with Respect to the Property

No remedial action was taken with respect to Parcel D-4.

Exhibit C (Parcel D-4)

Exhibit D
Contaminated Areas

The groundwater underlying the entirety of Parcel D-4 contains arsenic.

Exhibit D (Parcel D-4)