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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 11(A)(22)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: May 7, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring as surplus 123.03 acres of vacant County-owned land identified by Folio No. 30-7901-000-0095 and a portion of Folio No. 30-7901-000-0120 and located directly north of the Homestead Air Reserve Base in unincorporated Miami-Dade County ("Property"); waiving Administrative Order 8-4 as it relates to review by Planning Advisory Board and circulation to County departments; approving the sale of the Property to Miami-Dade Steel, LLC, d/b/a ESteel, a Delaware limited liability company, in order to construct a micro steel mill and ancillary, related facilities, as an economic development conveyance pursuant to section 125.045, Florida statutes, for the appraised market value of $16,814,100.00; authorizing County Mayor to execute a contract for sale and purchase and, subject to satisfaction of certain conditions precedent, a declaration of restrictions, to exercise all provisions contained therein, to complete all acts necessary to effectuate such transaction, and to apply for a Comprehensive Development Master Plan amendment and zoning change with an estimated cost of $150,000.00; authorizing the Chairperson or Vice-Chairperson of this Board to execute County Deed; and directing County Mayor to deposit 25 percent of the sale proceeds into the Affordable Housing Trust Fund and 75 percent into the Homestead Air Reserve Base Trust Fund

Resolution No. R-526-19

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

Abigail Price-Williams
County Attorney

APW/smm

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 7, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Amended Agenda Item No. 11(A)(22)

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
_____	Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
_____	Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

Amended
Agenda Item No. 11(A)(22)
5-7-19

RESOLUTION NO. R-526-19

RESOLUTION DECLARING AS SURPLUS 123.03 ACRES OF VACANT COUNTY-OWNED LAND IDENTIFIED BY FOLIO NO. 30-7901-000-0095 AND A PORTION OF FOLIO NO. 30-7901-000-0120 AND LOCATED DIRECTLY NORTH OF THE HOMESTEAD AIR RESERVE BASE IN UNINCORPORATED MIAMI-DADE COUNTY ("PROPERTY"); WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY PLANNING ADVISORY BOARD AND CIRCULATION TO COUNTY DEPARTMENTS; APPROVING THE SALE OF THE PROPERTY TO MIAMI-DADE STEEL, LLC, D/B/A ESTEEL, A DELAWARE LIMITED LIABILITY COMPANY, IN ORDER TO CONSTRUCT A MICRO STEEL MILL AND ANCILLARY, RELATED FACILITIES, AS AN ECONOMIC DEVELOPMENT CONVEYANCE PURSUANT TO SECTION 125.045, FLORIDA STATUTES, FOR THE APPRAISED MARKET VALUE OF $16,814,100.00; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A CONTRACT FOR SALE AND PURCHASE AND, SUBJECT TO SATISFACTION OF CERTAIN CONDITIONS PRECEDENT, A DECLARATION OF RESTRICTIONS, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, TO COMPLETE ALL ACTS NECESSARY TO EFFECTUATE SUCH TRANSACTION, AND TO APPLY FOR A COMPREHENSIVE DEVELOPMENT MASTER PLAN AMENDMENT AND ZONING CHANGE WITH AN ESTIMATED COST OF $150,000.00; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THIS BOARD TO EXECUTE COUNTY DEED; AND DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO DEPOSIT 25 PERCENT OF THE SALE PROCEEDS INTO THE AFFORDABLE HOUSING TRUST FUND AND 75 PERCENT INTO THE HOMESTEAD AIR RESERVE BASE TRUST FUND

WHEREAS, On July 13, 2004, the County approved Resolution No. R-909-04, which authorized the County to execute an Economic Development Conveyance Agreement ("EDC Agreement") with the Secretary of the Air Force on behalf of the United States of America (the "Air Force") to accomplish the transfer of 601 acres of former Homestead Air Reserve Base

property ("EDC Premises") to the County at no cost, for the purpose of promoting economic development through job creation and new business development in the immediate area of the former Homestead Air Reserve Base; and

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

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

WHEREAS, on March 27, 2017, the County advertised a request for Expressions of Interest to determine interest and ideas from the general marketplace for entities seeking to develop the still-available EDC Premises for economic development purposes; and

WHEREAS, Miami-Dade Steel, LLC, d/b/a ESteel, a Delaware limited liability company ("Miami-Dade Steel"), replied to the County's request for Expressions of Interest with a proposal to construct a new micro steel mill with associated office space, utilities, and facilities necessary to service the mill, and ancillary uses to include light manufacturing of steel products (the "Project") on a portion of the EDC Premises, being a 123.03-acre site which is identified by Folio No. 30-7901-000-0095 and a portion of Folio No. 30-7901-000-0120, as depicted in the sketch attached as Exhibit "A," to the Contract for Sale and Purchase attached hereto as Attachment "2" (the "PSA Contract"); and

WHEREAS, Miami-Dade Steel has expressed its desire and intent to purchase the Property in order to construct the Project; and

WHEREAS, in exchange for the right to purchase the Property, Miami-Dade Steel will be obligated to make certain economic investments in Miami-Dade County at the Property, all as set forth in the Declarations of Restrictions attached hereto and incorporated herein as Exhibit "C" to the PSA Contract (the "Declaration"), which obligations shall run for twenty years; and

WHEREAS, such investments and obligations include, among the other terms and conditions, the following: (i) construction and operation of a micro steel mill to be comprised of a covered scrap metal reception center building, an Electric Arc Furnace Melt Shop building, and a rolling mill building, all totaling no less than 200,000 square feet; (ii) construction of supporting facilities including a warehouse, administrative offices, and training/ancillary offices totaling no less than 33,000 square feet; (iii) construction of no less than 167,000 square feet of roads, sidewalks, sewer, water and parking facilities and a water treatment plant of no less than 1,500 square feet to collect and treat rainwater; (iv) construction of two roadways to be owned by Miami-Dade County; (v) completion of all of the aforementioned construction within 4.5 years of the purchase of the Property; (vi) expenditure of a minimum of $224,000,000.00 to construct the improvements and infrastructure set forth in (i) through (iii) herein, to acquire and install equipment, and for soft costs associated with the construction; (vii) creation within seven years of the purchase of the Property, and maintenance for 13 years thereafter, of at least 180 permanent full time jobs with an average annual salary of no less than the greater of $48,750.00 and the living wage then in effect, and, within 12 years of the purchase of the Property, and maintenance for eight years thereafter, of an additional 56 full time jobs with an average annual salary of the greater of $40,000.00 and the living wage then in effect; and

WHEREAS, to be environmentally sensitive, the micro steel mill to be constructed by Miami-Dade Steel shall include an exhaust system which will emit only colorless, odorless vapors, and ensure that all scrap metal recycling will take place in an enclosed facility; and

WHEREAS, the Declaration provides, among other things, for milestones for the obtaining of permits (18 months from the conveyance of the Property) and for completion of construction (54 months, or 4.5 years, from the date of conveyance of the Property), and limits the use of the Property to the uses set forth herein, including the requirement of creation and maintenance of jobs; and

WHEREAS, pursuant to the terms of the Declaration, Miami-Dade Steel is further required to adhere to the provisions of the County's Small Business Enterprise Architecture & Engineering Program, to utilize Employ Miami-Dade and Career Source Florida to recruit workers to fill needed positions for skilled laborers on the Project, and to require construction managers and contractors undertaking construction work on the Property to pay at least the County's living wage rate and the qualifying Health Benefit Plan as if each such person working was a service contractor in accordance with the County's Living Wage ordinance; and

WHEREAS, pursuant to the terms of the Declaration, the County will verify Miami-Dade Steel's job creation obligations at year 10, 15 and 20 of the Declaration and if Miami-Dade Steel fails to create and maintain the required jobs at the required salaries, it will be liable for liquidated damages to the County per job deficiency; and

WHEREAS, pursuant to the terms of the Declaration, if Miami-Dade Steel fails to complete construction of all of the improvements or the roadways by the applicable deadline and opportunity to cure period, then the County has the right to revert a portion of the Property and to assess liquidated damages in an amount up to $8,500,000.00 against the then-owner of the Property; and

WHEREAS, the Declaration and PSA Contract require Miami-Dade Steel to obtain, and keep in place until it has completed the roadways and improvements on the Property, an irrevocable letter of credit in the amount of $8,500,000.00 to secure those obligations; and

WHEREAS, an appraisal was performed by two independent appraisers, each holding an MAI designation, estimating the fair market value both under the Property's current agricultural zoning, and under the hypothetical condition that the Property was zoned IU-3, the proposed zoning for the Project; and

WHEREAS, the property was appraised based upon an estimated site area of 120 acres, for which the two appraisals provided a market value range of $7,725,000.00 to $9,100,000.00 ($64,375.00 to $75,833.00 per acre) based upon the current agricultural zoning, or $16,250,000.00 to $16,400,00.000 ($135,417.00 to $136,667.00 per acre) "as if" the property were industrially zoned; and

WHEREAS, a survey has been completed for the property certifying the Project site area at 123.03 acres of land which, based upon the per-acre appraised value, relates to a new market value range of $7,920,000.00 to $9,330,000.00 (rounded) under the current agricultural use, and $16,660,000.00 to $16,814,100.00 (rounded) for the land "as if" it were industrially zoned; and

WHEREAS, the purchase price for the Property of $16,814,100.00 exceeds the average of the two appraisals under the appraised estimate of value as rezoned; and

WHEREAS, consistent with Resolution No. R-138-16, 25 percent of the sale proceeds from the sale of the Property shall be deposited into the Affordable Housing Trust Fund; and

WHEREAS, consistent with the intent of the EDC Agreement, the remaining 75 percent of the proceeds received by the County from the sale of the Property would be deposited in the Homestead Air Reserve Base Trust Fund, previously established for such purpose, in order to support the economic development of the immediate area of the former Homestead Air Reserve Base through infrastructure improvements in the area or for the planning for, or the marketing of, the development of the EDC Premises; and

WHEREAS, based upon such appraised values, the Property's highest and best use is to rezone it to IU-3 which would allow the construction of the Project; and

WHEREAS, pursuant to the terms of the PSA Contract, the County has agreed to apply for, and pay for the cost of, a Comprehensive Development Master Plan ("CDMP") amendment and zoning change for the Property to change it to industrial zoning at an estimated cost of $150,000.00 which will be funded by the HARB Trust Fund; and

WHEREAS, in order to maximize the potential value of the Remaining EDC Premises, such additional properties may be included in the applications for CDMP amendment and zoning change; and

WHEREAS, pursuant to the terms of the PSA Contract, Miami-Dade Steel will place a partially refundable deposit of $840,705.00 into escrow during an 18-month due diligence period prior to closing, during which time, among other things, the County, will seek to procure the zoning and land use change necessary to allow the Project to be built, which will also result in a vastly increased market value; and

WHEREAS, in the event that the zoning and land use change is successfully obtained, and Miami-Dade Steel does not proceed to closing after due diligence, the County will retain the estimated zoning and land use fees from the deposit in the amount of $150,000.00; and

WHEREAS, during the 18-month due diligence period, Miami-Dade Steel will also be required to secure funding from combined equity and debt financing in an amount not less than $224,000,000.00 in order to fund the construction of the improvements on the Property; and

WHEREAS, during the 18-month due diligence period, Miami-Dade Steel will also have an ability to conduct environmental site investigations on the Property to satisfy itself that this Property, which is a Superfund site and exceeds the applicable standards for certain contaminants including arsenic, is suitable for the development of the steel mill and ancillary facilities; and

WHEREAS, Miami-Dade Steel has asserted that it will require increased electric power service in order to operate the Project, and therefore, the Declaration provides that Miami-Dade Steel may sell or lease up to 10 acres of the Property to Florida Power and Light ("FPL"), primarily and principally to allow FPL to construct and operate necessary facilities to provide adequate electric power service to the Property for the Project; and

WHEREAS, the deed of conveyance to Miami-Dade Steel requires that the Property be used and maintained in perpetuity subject to the requirements and limitations imposed on the County by the Air Force pursuant to the original conveyance of the EDC Premises to the County and, pursuant to the terms of the Declaration, Miami-Dade Steel and any future owner of the Property, will need to consult with the Air Force on all proposed development on the Property to make sure it is compatible with and does not adversely impact the Air Force's flight operations; and

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

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

WHEREAS, section 125.145(1), of the Florida Statutes provides that the "Legislature finds that there is a need to enhance and expand economic activity in the counties of the state by attracting and retaining manufacturing development...and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state"; and

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

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

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

WHEREAS, the administration has prepared a memorandum outlining the terms of this conveyance, which is attached hereto as Attachment "1",

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

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

Section 2. This Board hereby declares the Property surplus, waives Administrative Order 8-4 as it pertains to review by the Planning Advisory Board and to circulation to other County departments, and, pursuant to section 125.045, Florida Statutes, authorizes the conveyance by sale of the Property to Miami-Dade Steel in exchange for payment of the market value of $16,814,100.00 and for undertaking certain economic development obligations.

Section 3. This Board hereby approves the terms, and authorizes the execution by the County Mayor or County Mayor's designee of the PSA Contract between the County, as seller, and Miami-Dade Steel, as buyer, in substantially the form attached hereto as Attachment 2.

Section 4. This Board delegates the authority to the County Mayor or County Mayor's designee to: (1) execute the PSA Contract in substantially the form attached hereto as Attachment 2; (2) exercise all rights conferred in the PSA Contract, other than those expressly reserved to this Board by applicable law or the PSA Contract, including but not limited to, the delegated right to review and approve the survey and legal description of that portion of the Property that is subject to the County's reversionary rights and to include such approved survey and legal description as Exhibit "D" to the Declaration; (3) once Exhibit "D" to the Declaration is finalized, to execute the Declaration and exercise all rights conferred in the Declaration, other than those expressly reserved to this Board by applicable law or by the terms of the Declaration; (4) review and approve any reasonable and customary terms and documentation of any financing lender which are not otherwise inconsistent with this authorizing resolution, the PSA Contract, and the Declaration; (5) issue an estoppel letter stating the County is unaware of any defaults under the Declaration or PSA Contract, or if applicable, specifying any known defects; (6) execute documents necessary to release the restrictions in the Declaration after compliance therewith; and (7) complete all acts necessary to effectuate the sale and the conveyance of the Property. Notwithstanding the foregoing, the County Mayor or County Mayor's designee shall exercise the delegated authority set forth in items 1 through 7 herein consistent with the terms of the PSA Contract and Declaration, and shall not directly or indirectly modify the terms of the PSA Contract or Declaration as approved by this Board.

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Section 5. This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed in substantially the form attached to the PSA Contract as Exhibit D.

Section 6. This Board authorizes the County Mayor or Mayor's designee to apply for a CDMP Amendment and zoning change for the Property and the Remaining EDC Premises to allow industrial uses, which applications have an estimated cost of $150,000.00 and shall be funded from the HARB Trust Fund.

Section 7. This Board directs the County Mayor or County Mayor's designee to deposit 75 percent of the sale proceeds from the sale of the Property into the Homestead Air Reserve Base Trust Fund, and, in accordance with Resolution No. R-138-16, to deposit 25 percent of the sale proceeds from the sale of the Property into the Affordable Housing Trust Fund, and to appoint staff to monitor compliance with the terms of this conveyance. Further, following conveyance of the Property and pursuant to Resolution No. R-974-09, this Board: (a) directs the County Mayor or County Mayor's designee to record the instrument of conveyance and Declaration of Restrictions in the Public Records of Miami-Dade County and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. Commissioner Moss moved to adopt the proposed resolution as amended. This motion was seconded by Commissioner Diaz and upon being put to a vote, passed by a vote of 10-1 (Commissioner Bovo voted "No")(Commissioners Martinez and Suarez were absent).

Audrey M. Edmonson, Chairwoman	**aye**		
Rebeca Sosa, Vice Chairwoman	**aye**		
Esteban L. Bovo, Jr.	**nay**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Sally A. Heyman	**aye**
Eileen Higgins	**aye**	Barbara J. Jordan	**aye**
Joe A. Martinez	**absent**	Jean Monestime	**aye**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of May, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Linda L. Cave**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo
Debra Herman

ATTACHMENT 1

Memorandum MIAMI-DADE COUNTY

Date: April 24, 2019

To: Honorable Commissioner Dennis Moss, Board of County Commissioners

From: Leland Salomon, Deputy Director, Office of Economic Development, Department of Regulatory and Economic Resources

Subject: Resolution Approving the Sale of 123.03 acres of County-Owned Property, immediately north of the Homestead Air Reserve Base, to Miami-Dade Steel, LLC (DBA ESteel) For the Purpose of Promoting Economic Development in Accordance with Florida Statutes, Section 125.045

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the attached resolution authorizing the sale of approximately 123.03 acres of County-owned property, identified as Folio Numbers 30-7901-000-0095 and 30-7901-000-0120, directly north of the Homestead Air Reserve Base (the "Property"), for use in connection with the development and operation of a micro steel mill which shall include a covered scrap metal reception center building, an Electric Arc Furnace (EAF) Melt Shop building, and a rolling mill building, all totaling no less than 200,000 square feet; supporting facilities to consist of a warehouse, administrative offices, an employee training office, and a cafeteria/locker room all totaling no less than 33,000 square feet; a water treatment plant that will collect and treat rain water to be used for the steel mill's operations and facilities; and, no less than 167,000 square feet of roads, sidewalks, sewer, water and parking facilities, subject to the satisfaction of certain conditions precedent (the "Project"). The recommended transaction and actions authorized by the attached resolution are more fully set forth below:

- Authorizes the sale to Miami-Dade Steel, LLC, DBA ESteel ("Buyer") of the Property held by the Internal Services Department of the County ("ISD"), at the appraised value (adjusted based on 123.03 acre area contained in the survey attached as Exhibit A) of $16,814,100.00. The conveyance of the Property shall be made under the following terms:
  - $840,705.00 deposit is due within 30 days of Effective Date
    $15,973,395.00 balance of Sale Price is payable at Closing, which is scheduled to take place within 30 days of the expiration of the Due Diligence period.

- Authorizes, pursuant to Section 125.045 of the Florida Statutes, the conveyance of the Property to the Buyer as an economic development conveyance. Such economic development conveyance is made in order to promote economic growth and to create jobs. In addition to the temporary jobs that are expected to be created during the construction of the micro steel mill project, there will be a requirement that the Buyer create, within 7 years from the Effective Date, and thereafter maintain for 13 years 180 permanent jobs at a minimum annual salary of $48,750.00 and that Buyer create, within 12 years from the Effective Date and thereafter maintain for 8 years, an additional 56 permanent jobs at a minimum annual salary of $40,000.00.

These 236 jobs include, but are not limited to, full-time jobs arising in connection with operation and administration of the steel mill, with each permanent job totaling no less than 36 hours per job, per week. Verification of the 180 jobs will take place at the points in time that are 10 years, 15 years, and 20 years after the Effective Date and failure to maintain a 3-year average job number of at least 180 positions at the required salary shall result in liquidated damages payable by the Buyer to the County. Verification of the 56 additional jobs will take place at the points in time that are 15 years and 20 years after the Effective Date and failure to maintain a 3-year average job number of at least the additional 56 positions at the required salary shall result in liquidated damages payable by the Buyer to the County. Liquidated Damage penalties are delineated within Section 11 the Declaration. The Buyer has submitted an Economic Impact Analysis prepared by the Florida Department of Economic Opportunity, dated August 2017, substantiating the economic benefits to Miami-Dade County both during and following completion of construction of this project. The Buyer has also provided the County a letter of support from Citigroup Global Markets, Inc. expressing support for the Projects proposed debt financing. See Attachment AA for Project Information submitted by the Buyer.

- Authorizes the closing, conditioned on the following:

  (i) 30 days from the Effective Date, Buyer shall make a partially refundable deposit in accordance with Section 4(b) of the Contract for Sale and Purchase ("PSA Contract"), equal to Eight Hundred Forty Thousand, Seven Hundred and Five Dollars ($840,705.00) ("Deposit") with the County and shall have a surveyor prepare and deliver to the County a survey of that portion of the Property that is subject to reverter back to the County if Buyer fails to timely develop the Project; and

  (ii) Within 18 months of the Effective Date of the PSA Contract, the approval of a zoning and land use change which allows Buyer to build the Project on the Property, Buyer's receipt of satisfactory results from Buyer's environmental testing and due diligence work, Buyer's delivery of an irrevocable letter of credit ("ILOC") to the County in the amount of Eight Million, Five Hundred Thousand Dollars ($8,500,000.00), and notice sent by the United States Air Force to the County and Buyer confirming that, following required tests, the Project as proposed will not have an adverse impact on the Air Force's operations;

  (iii) Within 12 months from the Effective Date of the PSA Contract, the Buyer shall secure debt financing commitment letters, satisfactory to the reasonable approval of the Seller, which, when coupled with the firm equity commitments obtained by Buyer, total an amount not less than Two Hundred and Twenty Four Million Dollars ($224,000,000);

- Waives the requirements of Administrative Order 8-4 regarding review by the Planning Advisory Board and circulation of the Property to the departments prior to declaration of surplus, and declares the Property surplus to Miami-Dade County;

- Authorizes the County Mayor or the County Mayor's designee to execute the PSA Contract and, following the satisfaction of the conditions precedent, the

Declaration to be recorded in the Public Records of Miami-Dade County on the Property in favor of the County, immediately following the recordation of the County Deed conveying the Property;

- Authorizes the Chairperson or Vice Chairperson of the Board to execute County Deed for the purpose of selling the Property to the Buyer; and

- Directs that 25% of the proceeds of the sale of the property be deposited into the Miami-Dade County Affordable Housing Trust Fund and 75% of the proceeds be deposited into the Homestead Air Reserve Base Trust Fund in order to support the economic development of the immediate area of the former Homestead Air Reserve Base through infrastructure improvements in the area for the planning for, or the marketing of, the development of the EDC Premises.

Scope
The Property is located in Commission District 9, which is represented by Commissioner Dennis C. Moss. Although economic development opportunities and job creation from this development project are expected to accrue primarily in Commission District 9, the resulting overall impact of renewed economic activity and additional jobs are expected to be countywide.

Fiscal Impact/Funding Source
The 123.03 acres of County-owned property are being sold to Buyer for its appraised value (adjusted based on area contained in survey) of $16,814,100.00, of which $840,705.00 is to be placed in an escrow deposit with the County within 30 days of the Effective Date of the PSA Contract. The County shall fund the fees associated with its application of land use amendment and rezoning of the Property, which costs are estimated to be $150,000 and shall be funded from the Homestead Air Reserve Base Trust Fund. However, Buyer may, as a result of its due diligence, decide not to proceed with the project in which case, if the County has successfully changed the CDMP and Zoning for the Property and Buyer elects not to proceed to close because some other condition precedent was not satisfied, then the deposit will be refunded to the Buyer less the estimated Planning and Zoning fees of $150,000.00.

Track Record/Monitor
The Internal Services Department is managing the conveyance and monitoring of the Property's development.

Delegation of Authority
Authorizes the County Mayor or the County Mayor's designee: (i) to finalize the purchase of the Property with the Buyer, including the execution of the PSA Contract, and the Declaration, all as attached as Attachment 2 to the authorizing Resolution; (ii) to exercise any and all rights conferred in the PSA Contract and Declaration, unless expressly reserved to the Board; (iii) to review and approve reasonable and customary terms and documents of any financing lender and to issue estoppel letters; (iv) to complete all acts necessary to effectuate the sale and conveyance of the Property; (v) to execute documents necessary to release the restrictions in the Declaration after compliance therewith; (vi) prior to the expiration of the Term of the Declaration to approve assignments to a wholly owned subsidiary or affiliate of Buyer; (vii) and to apply for certain development applications for the

Property as well as other surrounding properties that were subject to the Economic Development Conveyance but have yet to be conveyed, prior to closing.

Background

On July 13, 2004, the County approved Resolution No. R-909-04 which authorized the County to execute an Economic Development Conveyance Agreement ("EDC Agreement") with the Secretary of the Air Force on behalf of the United States of America (the "Air Force") to accomplish the transfer of 601 acres of former Homestead Air Reserve Base property ("EDC Premises") to Miami-Dade County at no cost, for the purpose of promoting economic development through job creation and new business development in the immediate area of the former Homestead Air Reserve Base. As a result of the EDC Agreement, the EDC Premises were conveyed to the County by multiple deeds, which included various rights, obligations and restrictions. In accordance with the purpose of the EDC Agreement and the Deeds of conveyance from the Air Force to the County, the County seeks to convey the remaining developable EDC Premises to industries that will create permanent jobs, attract new businesses, and promote economic development in the Homestead area of Miami-Dade County.

Section 125.045(3) of the Florida Statutes provides that it "constitutes a public purpose to expend public funds for economic development activities, including ...leasing or conveying real property...to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community." The administration seeks to attract this micro steel mill and spur economic development by creating a major industry at this location. The anticipated economic benefits of this proposed transaction justify the use of the economic development conveyance contemplated by Section 125.045 of the Florida Statutes for the purchase and sale of the Property, and the proposed steel mill project would provide benefits to the County beyond that which would be achieved by competitive bid.

The 123.03 acres of County-owned property are being sold to Buyer for its appraised value (adjusted based on area contained in survey) of $16,814,100.00. The County had the property appraised by two appraisers holding MAI designations under the hypothetical assumption that it was zoned IU-3 which would allow industrial use, as opposed to its current actual agricultural zoning. The average of those two appraisals was $16,400,000.00 for approximately 120 acres which the appraisers initially estimated based upon the information in the Property Appraiser's website. When the property was subsequently surveyed, the survey indicated that there are actually 123.03 acres, and the purchase price was therefore adjusted upward accordingly.

The Buyer's due diligence period of eighteen months commences with the Effective Date of the PSA Contract. Due diligence includes testing the land, performing environmental studies, obtaining financing and applying for permits. The Buyer may, acting reasonably and as a result of its due diligence, decide not to proceed with the Project in which case, if the County has successfully changed the CDMP and Zoning (see below) the deposit will be refunded less the estimated Planning and Zoning fees of $150,000.00 which will be retained by the County.

During the due diligence period, the County, through its Internal Services Department, will seek the Board's approval of a change to both the zoning and land use designation for the subject property from agricultural to industrial, which is consistent with the

proposed use for the Project. Additionally, the County may apply for a similar change to the zoning and land use designation for the remaining property within the EDC Premises which has not yet been conveyed. It should be noted that in the absence of such rezoning, the market value of the subject property assuming the current agricultural zoning was estimated by the two appraisers at an adjusted range of $7,920,000.00 to $9,330,000.00. Therefore, the highest and best use of the property is to rezone it in order to yield a higher value. County staff will be applying to have the use changed to industrial and the zoning changed to IU-3, both of which will allow for this intended use. In the event that the County Mayor or County Mayor's designee applies for the rezoning prior to Closing, it is possible that the rezoning may take place even if the PSA Contract does not close.

The Buyer has requested that the County allow the conveyance of up to a maximum of ten (10) acres of the Property to Florida Power and Light ("FPL") so that FPL can build an addition to their existing substation or a completely new substation to provide adequate power to the new steel mill facility. FPL presently estimates that the existing substation on the adjacent site is not adequate to serve the power requirements of the steel mill.

The PSA Contract with the Buyer also includes an indemnification provision, requiring the Buyer to indemnify the County for any liability, loss or damage arising from the conveyance. Additionally, this transaction places approximately 123.03 acres of land on the tax rolls that were previously not subject to ad valorem taxes.

Although the County's Small Business Enterprise ("SBE") programs are not legally required in connection with the micro steel mill project, the Declaration nonetheless contractually requires the Buyer to comply with relevant aspects of the County's SBE program during the design and construction phase. There is an associated cost for ensuring that the Buyer complies with the County's SBE programs. The Buyer shall be responsible to the Internal Service Department Small Business Development Division ("SBD") of the County for the cost of for monitoring SBD goals during the construction phases of the project. The Buyer has agreed to cover such annual costs based on an initial estimate of $110,617.00 (subject to annual increases for merit, cost of living or operating increases).

The County has reserved the following reversionary rights in connection with this conveyance: (a) if the Buyer violates that transfer restriction as provided for in the Declaration, after an opportunity to cure, the Property will revert upon written notice free and clear of encumbrances and at no cost to the County (the "Transfer Reversion"); and (b) in the event that the Buyer fails to achieve substantial completion by the contractual deadlines approximately 47 acres of the Property will revert to the County upon written notice, free and clear of any encumbrances, at no cost to the County. Additionally, the County shall also have the right to draw on the ILOC, up to $4,200,000 if the Roadway Improvements are not complete and up to $4,300,000 if the Improvements are not completed within the applicable deadlines. The terms and requirements of the Declaration will remain in full force and effect with respect to the Property which has not reverted. The Transfer Reversion and the requirement to build a steel mill would be subordinate to any mortgage of a financing lender, provided however that all other provisions of the Declaration, including the requirement that any use must comply with the provisions of the economic development statute (Section 125.045, Florida Statutes) would be in full force and effect and superior to any mortgage interest.

Based on the foregoing, this transaction is recommended as being in the best interests of the County. The proposed terms and conditions set forth in the purchase and sale contract satisfy economic development purposes. Provided that all of the conditions precedent as set forth in the contract are satisfied in the due diligence period, and this deal proceeds to closing, and based on my review of the Economic Impact Analysis, Citigroup letter, and information provided by the Buyer, the Project is feasible and I am currently aware of no obstacle which would preclude the conveyance or proposed development and use of the Property. The Buyer is a Miami-Dade County registered vendor and possesses a valid Miami-Dade County Local Business Tax Receipt.

The County has provided written notice to the public of the intent to convey this Property in the Daily Business Review on April 2, 2019. The advertisement included the anticipated Board of County Commissioners meeting date of May 7, 2019 and the link to the BCC agenda webpage in order to afford the public the full and fair opportunity to provide input and information to the Board.

Additional details are as follows:

BUYER:	Miami-Dade Steel, LLC. DBA: ESteel 151 SE 15th Rd, #1901 Miami, FL 33129
PRINCIPAL(S):	Gustavo Lopez Shana Cox Julio Gimenez
LOCATION:	28451 SW 127 Avenue Homestead, FL 33033
SIZE:	Approximately 123.03 acres
FOLIO NUMBERS:	30-7901-000-0095 A portion of 30-7901-000-0120
ZONING:	Current - Agricultural; Being modified to Industrial (IU-3)
SALE AMOUNT:	$16,814,100.00
PERIOD OF DECLARATION OF RESTRICTIONS FOR USE AND JOBS:	Twenty (20) Years

David Livingstone
Managing Director
Public Finance Department

388 Greenwich Street
8th Floor
New York, NY 10013

T 212-723-5638
F 212-723-8938
david.livingstone@citi.com

Financial Support Letter

citi

April 19, 2019

Mr. Gustavo Adolfo Lopez
Chief Executive Officer
Miami-Dade Steel LLC
151 SE 15th Rd
#1901
Miami, FL 33129

Dear Mr. Adolfo Lopez:

Citigroup Global Markets Inc. ("Citi") is pleased to provide this letter of support to Miami-Dade Steel LLC (the "Sponsor") in respect to their intent to develop a scrap-steel-to-recycled-steel facility in Miami-Dade County, Florida (the "Project"). Citi understands that the Project is anticipated to be financed through the issuance of approximately $210 million of tax-exempt private activity bonds (subject to the alternative minimum tax) and $87.5 million from other sources.

Citi recognizes that the members of Miami-Dade Steel LLC have developed similar projects in the Americas. In Citi's opinion, Miami-Dade Steel LLC has presented a robust and financeable Project that can be financed on a project financing basis, subject to the conditions discussed below. We are pleased to have the opportunity to provide this letter of support for Miami-Dade Steel LLC in connection with the Project. This letter demonstrates Citi's support for Miami-Dade Steel LLC and our willingness to work with them to underwrite a debt capital markets transaction in order to enable a successful financing of the Project.

Project Summary and Financing Considerations

Based on discussions with Miami-Dade Steel LLC and a review of the most recent financial model, Citi believes that the Project is financeable in the municipal private activity bond market on a project finance basis. High-level aspects of the Project and the anticipated financing that contribute to this conclusion are the following:

1. Project site is in Miami-Dade County, Florida on the site of the former Homestead Air Force Base
2. Experienced deal team and local political support
3. Labor training facility construction in process, with local community involvement and support
4. Necessary permits either obtained or in process
5. Anticipated lump-sum, turnkey, date-certain engineering, equipment supply and procurement and construction arrangements with Tenova, an experienced Italian firm in the design, equipment supply and construction of steel production facilities using scrap steel as an input
6. Proven, conventional electric arc furnace technology
7. Steel offtake contracts and scrap steel feedstock purchase contracts, for a portion of the input and output
    a. The extent of contracted feedstock and offtake material is to be determined, but scrap suppliers and steel purchasers have been identified and are known to Miami-Dade Steel LLC
8. Confirming reports by industry experts to support a bond offering, including:
    a. Independent Engineer report
    b. Steel market report
    c. Scrap steel market report

   d. Independent Insurance Advisor report
9. Transportation cost advantage vs. other Southeast US steel producers
10. Broader global market access vs. other Southeast US steel producers
11. Conservative financial model estimates
12. Capital stack comprising roughly 2/3 debt and 1/3 equity, which is in line with comparable projects financed in the municipal market

Citi anticipates that all, or substantially all, of debt-financed portion of the project will be with tax-exempt, private activity bonds ("PABs"). Shown below on an indicative basis are some of the key terms and conditions for the PABs, based on market conditions as of the date of this letter:

PAB Proceeds:	Approximately $210 million	
Term:	20 to 30 year final maturity, interest only and capitalized during construction, interest only during facility ramp up and fully amortizing level annual debt service payment thereafter	
Ratings	Non-investment grade	
Indicative rates	Maturity	Yield
	10 years	5.875%
	20 years	6.125%
	30 years	6.375%

Citi will have an opportunity to review pertinent contracts during the drafting stage to ensure they are acceptable to municipal market investors and will complete all customary due diligence prior to undertaking an attempt to sell the bonds.

Citi's Credentials

Citi is a wholly-owned subsidiary of Citigroup Inc. Citi, a leading global financial services company, was founded in 1812, and has approximately 200 million customer accounts and does business in more than 140 countries. Citi provides consumers, corporations, governments and institutions with a broad range of financial products and services, including consumer banking and credit, corporate and investment banking, securities brokerage, transaction services and wealth management. As of the date of this letter, Citi has long-term, unsecured debt ratings of A1/A+/A+ (Moody's/S&P/Fitch).

Citi's Municipal Securities Division ("MSD") has been the nation's leading bookrunning underwriter for negotiated municipal debt in 17 of the last 25 years. With 320 employees (148 of whom are Public Finance bankers), Citi has one of the largest commitments of people and capital to the municipal industry. This commitment is evidenced by the fact that Citi has been one of the top underwriters of negotiated municipal bond transactions (encompassing tax-exempt, AMT and taxable municipal bonds) consistently. Since January 1, 2005, Citi has been lead underwriter on 4,653 negotiated bond transactions, totaling over $542 billion in par. This amounts to a market share of 13%.

Bonds sold in the municipal market to finance project financings with a private sector borrower are typically sold as PABs. While there are no formal rankings for PABs, AMT bond rankings are a good proxy since most PABs are subject to the AMT. Since 2005, Citi has served as senior managing underwriter for 341 negotiated bond transactions subject to the AMT, totaling $35.0 billion in par and representing a market share of 16%. Recently, Citi was the #1 underwriter of AMT bonds in 2017, serving as senior managing underwriter for 27 transactions subject to the AMT totaling $4.4 billion in par, a 29% market share.

Project financings in the municipal market are typically rated in the "BBB" category, or lower. Citi is the dominant primary market underwriter and secondary market trader of high yield tax-exempt bonds, generally defined in the municipal market as those from BBB+ to non-investment grade. Additionally, Citi has served as senior manager for over $35.4 billion of high yield bonds since 2005. A highlight of Citi's experience in bringing high yield deals to the municipal market is the $1.2 billion 2013 Iowa Fertilizer Company Project, which at the time was the largest non-investment grade rated tax exempt transaction ever sold.

As an experienced project finance underwriter, Citi has provided debt financing and underwriting commitments to support parties in connection with numerous project finance transactions. Below you will find a table highlighting some of our recent experience with non-investment grade industrial projects that included private activity bonds.

Project	Amount Financed	Financial Close	Citi's Role / Project Description
Natgasoline Project (Texas)	$336 mm	2018	Citi served as book-running senior manager for Natgasoline LLC, a non-investment grade AMT tax-exempt bond offering to finance a methanol production facility. The transaction completed in 2018 was a refunding of the Series 2016 bonds and issuance of additional new money to finance tax-exempt eligible components of the plant.
CalPlant I LLC (California)	$228 mm	2017	Citi served as joint book-running senior manager to CalPlant I LLC to finance the development of a rice straw to medium density fiberboard plant in Willows, CA.
Natgasoline Project (Texas)	$253 mm	2016	Citi served as book-running senior manager for Natgasoline LLC, a non-investment grade AMT tax-exempt bond offering to finance a methanol producing facility.
Iowa Fertilizer Company Project (Iowa)	$1.2 bn	2013	Citi served as senior manager to Orascom for the Midwestern Disaster Area Revenue Bonds to finance a nitrogen facility in Iowa.

Disclaimers

If appointed as an underwriter, Citi may provide Miami-Dade Steel LLC, from time to time, with advice concerning the structure, timing, terms, and other similar matters concerning a debt issuance that Citi is seeking to underwrite. However, in connection with such underwriting services, Citi would propose to serve solely as an underwriter and not as a financial advisor. The primary role of Citi, as an underwriter, is to purchase securities, for resale, in an arm's-length commercial transaction between the issuer of the securities and Citi. In its role as underwriter or purchaser, Citi would have financial and other interests that differ from those of the issuer. Moreover, when Citi acts as underwriter, Citi is not acting as a "municipal advisor" or providing "advice", within the meaning of such terms as set forth in Section 15B of the Securities Exchange Act of 1934.

This letter shall not create any legal obligations on our part, including, without limitation, any commitment to provide financing to Miami-Dade Steel LLC in connection with the Project. We reserve all rights to conduct full due diligence and shall have sole discretion as to whether or not we will support Miami-Dade Steel LLC in connection with the Project. Actual underwriting of any debt financing in connection with the Project would be subject to, among other things (a) satisfactory completion of Citi's customary due diligence review, (b) the consummation of the financing for the Project, including the underwriting of any securities, on terms and conditions and pursuant to documentation satisfactory to Citi; (c) the receipt of any necessary governmental, contractual, regulatory, board of directors or security

holders' consents or approvals; and (d) the absence of any material adverse change to the Project or to the financial markets generally.

Furthermore, we request that this letter and related information be kept strictly confidential and that it be used only in connection with the Project. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without our prior written consent. We consent to disclosure of this support letter to Miami-Dade Steel LLC, its advisors, potential equity investors in the Project, and any party to which it is submitting a bid for the purposes of the Project.

Neither Citi nor any of its affiliates shall have any liability (whether direct or indirect or in contract, tort or otherwise) to Miami-Dade Steel LLC, or any member thereof, or any other person, including, without limitation any member of the Sponsor's respective security holders, claiming through their respective companies or the Sponsor, as the case may be, for or in connection with the delivery of this letter.

Please do not hesitate to contact the undersigned should you require further information.

Yours sincerely,

Citigroup Global Markets Inc.



By:_____

Name:	David Livingstone
Title:	Managing Director
Address:	388 Greenwich Street, 8th Floor
	New York, NY 10013
Telephone:	(212) 723-5638
Email:	david.livingstone@citi.com

Miami-Dade Steel, LLC
151 SE 15th Road 1901
Miami, Florida 33129

April 2, 2019

Office of the Mayor
Miami-Dade County
Attn: Mr. Lee Salomon, Director
Office of Economic Development
111 NW 1st St # 2910
Miami, FL 33128

RE: Request to Convey 28451 SW 127th Ave Miami, Florida 33033

Dear Mr. Salomon:

Please consider this request to convey the approximate 123.03 acres located at the address listed above to Miami-Dade Steel, LLC.

(i) Address: 28451 SW 127th Ave, Miami, Florida 33033 (folio # 30-7901-000-0120 and # 30-7901-000-0095).
(ii) N/A
(iii) The proposed development is a micro steel mill recycling facility and adjacent rolling mill. The project will recycle scrap metal into finished steel products for use in the construction and infrastructure industries. The approximate $224,000,000 investment will create over 545 direct construction jobs, 180 jobs at an average salary of $48,750 and an additional 56 direct jobs at an average salary of $40,000. It will significantly expand exports out of the Port of Miami and create a "green manufacturing" technical training and education platform that will benefit the entire region. Ownership has engaged the 501c3 nonprofit NANA, Inc. to provide ongoing job placement and training services.
(iiii) The immediate surrounding area suffers from both high underemployment and unemployment. The project will spur economic growth throughout southern Miami-Dade

County by creating high paying jobs and continuous technical training opportunities for Miami-Dade County residents.

(v) The project will create 545 direct construction jobs and 236 direct jobs. The regional impact of the development will lead to an estimated 1,949 direct, indirect and induced jobs. The average salaries for the initial 180 direct jobs is $48,750 and $40,000 for the subsequent 56 direct jobs, far in excess of the area's average salary and Miami-Dade County's Living Wage.

(vi) See schedule attached hereto as "Exhibit A".

(vii) Per appraisal ordered by Miami-Dade County, the proposed purchase price is approximately $16,814,100 (subject to minor adjustment per final certified boundary survey approval).

(viii) The project site was formerly developed as part of the Homestead Air Reserve Base complex. It is vacant except for various remnants of parking lots, roads and building foundations. The site is environmentally contaminated (listed as a Superfund site) and will be remediated as part of the development plan.

(ix) See Cash Flow Statement attached hereto as "Exhibit B".

(x) See Economic Impact Analysis attached hereto as "Exhibit C".

(xi) The project investment is $224,000,000.

(xii) The project investment is $224,000,000.

(xiii) See Conceptual Design attached hereto as "Exhibit D".

(xiiii) The project plan of finance contemplates use of IDA bonds, EB 5 funds and equity.

Thank you for your assistance with this project. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Gustavo Lopez
CEO

EXHIBIT A, JOBS SCHEDULE

Miami-Dade Steel Job Schedule

As part of becoming a positive economic development to the South Dade Community, Miami-Dade Steel pledges the following job creation schedule as part of our micro mill proposal:

By 84th month from the effective date, Miami-Dade Steel will employ a total of 180 employees equaling 336,960 man hours worked annually during each year of the reporting period.

By the 144th month from the effective date, Miami-Dade Steel will increase total jobs to 236 employees equaling 441,792 man hours worked annually during each year of the reporting period.

These job creation quantities are reflected within the Purchase and Sale agreements and Declaration of Restrictions of Parcels D1 30-7901-000-0095 and part of D-4 30-7901-000-0120. Miami-Dade Steel will employ only Miami-Dade County residents utilizing Neighbors and Neighbors as our workforce training 501c3 partner.

EXHIBIT B, Cash Flow

MIAMI -DADE STEEL LLC

CASH FLOW

INCOME	2019	2020	2021
Balance fromk last year		184,685,900	123,197,818
Cash	1,800,000		
Equity	30,000,000	27,500,000	
EB-5	50,000,000		
Bonds	200,000,000		
Tottal Incxome	280,000,000	212,185,900	123,197,818
USES			
Pre-development	12,500,000		
Land	16,814,100		
Land Improvement	1,000,000	1,810,264	
Infraestructure,Buildiings , equipment, equipment Instaltion, start up, overhead and administration, etc	60,000,000	82,000,000	82,000,000
Working Capital			36,000,000
Contingencies	5,000,000	5,177,818	5,177,818
TOTAL USES	95,314,100	88,988,082	123,177,818
Balance end of the year	184,685,900	123,197,818	

Economic Impact Analysis

Construction and Operation of Ecosteel In Miami-Dade County

Florida Department of Economic Opportunity
Bureau of Labor Market Statistics
August, 2017

107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399
www.floridajobs.org

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Overview

The purpose of this study is to determine the economic impact of the construction and operation of a micro steel mill in Miami-Dade County, Florida. Construction for the steel mill is assumed to begin in 2017 and end in 2019.

Overall, the micro steel mill is estimated to have a positive effect for Miami-Dade County. Operation from 2017 through 2019 will result in 1,949 total jobs (direct, indirect, and induced); $104,571,250 in total labor income; $182,861,839 in total value added; and $737,862,107 in total output (sales) in 2017 dollars.

The construction that occurs in 2017 and ending in 2019 also generates positive, but temporary effects. In the Miami-Dade county region, construction is estimated to generate 831 total jobs (direct, indirect, and induced); $43,308,518 in total labor income; $68,614,283 in total value added; and $122,140,173 in total output (sales) in 2017 dollars.

The IMPLAN model used for this study only includes Florida data and restricts analysis to just Miami-Dade county. Any equipment purchases that will be made from producers within the study region could also provide temporary increases in employment, labor income, value added, and output to the respective region. Definitions of labor income, value added, output, and the three effect types are listed in the appendix.

Results

Construction

Table 1 contains the outcomes of the economic impact based on the construction for the Micro Steel Mill in Miami Florida beginning in 2017 and ending in 2019.

The construction events were run for 2017 (construction begins) through 2019 (construction finishes). The dollar amounts have been converted to current year values (2017) using IMPLAN deflators. The sum of the direct, indirect, and induced effects for each category may not exactly equal the total effect due to rounding. Labor income, value added, output, and all effects are defined in the appendix.

Table 1. Temporary Effects of the Construction of the Micro Steel Mill

Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	545	$28,516,834	$43,835,167	$79,364,946
Indirect Effect	100	$6,248,400	$9,827,724	$17,151,463
Induced Effect	185	$8,543,284	$14,951,392	$25,623,764
Total Effect	831	$43,308,518	$68,614,283	$122,140,173

Source: IMPLAN Group, LLC, IMPLAN System (data and software), 16470 Birkdale Commons Parkway, Suite 206, Huntersville, NC 28078 www.IMPLAN.com

Temporary Employment Effects

The construction of the micro steel mill will directly contribute 545 jobs to the region by 2019. Inter-industry expenditures between the construction industry, and the industries that make up its supply chain result in an additional 100 jobs in local businesses (indirect effect) and 185 jobs by increased household sector demand (induced effect). A total of 831 jobs are generated in the region. All employment effects have fractional jobs which have been rounded to the nearest whole job.

831 total jobs = 545 direct jobs + 100 indirect jobs + 185 induced jobs

Temporary Labor Income Effects

The direct 545 construction jobs correspond to a direct labor income contribution of $28,516,834. An additional $6,248,400 in labor income arises indirectly from inter-industry expenditures. Another $8,543,284 results from increased household demand. The total labor income effect from construction in the region is $43,308,518.

$43,308,518 total labor income = $28,516,834 direct + $6,248,400 indirect + $8,543,248 induced

Temporary Value Added Effects

Value added represents the region's gross domestic product (GDP). It is a measure of the overall economic activity in the area. The region of Miami-Dade County is estimated to receive $68,614,283 in total GDP from construction by 2019. Of this total, $43,835,167 directly results from the expenditures. An additional value added effect of $9,827,724 is generated from inter-industry expenditures and another $14,951,392 in value added results from increased household demand.

$68,614,283 total value added = $43,835,167 direct + $9,827,724 indirect + $14,951,392 induced

Temporary Output Effects

Construction is estimated to result in a total effect on output, or industry sales plus/minus the change in inventory, of $122,140,173. Direct output amounts to $79,364,946. An additional output effect of $17,151,463 results from inter-industry expenditures and another $25,623,764 in output results from increased household demand.

$122,140,173 total output = $79,364,946 direct + $17,151,463 indirect + $25,623,764 induced

Operation

Table 2 contains the outcomes of the economic impact based on the total aggregates of adding all years of operation estimates. Table 2 represent the total effect on the operational micro steel mill from 2017 through 2019.

The operational events were run for 2017, 2018 and 2019. The dollar amounts have been converted to current year values (2017) using IMPLAN deflators. The sum of the direct, indirect, and induced effects for each category may not exactly equal the total effect due to rounding. Labor income, value added, output, and all effects are defined in the appendix.

Table 2. Total Effect of Operation

Impact Type	Employment	Labor Income	Total Value Added	Output
Direct Effect	480	$19,421,404	$43,717,383	$487,284,400
Indirect Effect	982	$62,707,924	$99,851,176	$183,236,258
Induced Effect	487	$22,441,922	$39,293,280	$67,341,448
Total Effect	1,949	$104,571,250	$182,861,839	$737,862,107

Source: IMPLAN Group, LLC, IMPLAN System (data and software), 16470 Birkdale Commons Parkway, Suite 206, Huntersville, NC 28078 www.IMPLAN.com

Employment

The operation of the micro steel mill directly contributes 480 jobs to the region. Inter-industry expenditures between the facility and the industries that make up its supply chain result in an additional gain of 982 jobs in local businesses (indirect effect). In addition, another 487 jobs in the region are gained due to increased household sector demand (induced effect). A total of 1,949 jobs are generated in the region from the direct 480 jobs. All employment effects have fractional jobs which have been rounded to the nearest whole job.

1,949 total jobs = 480 direct jobs + 982 indirect jobs + 487 induced jobs

Labor Income

The direct 480 jobs correspond to a direct labor income effect of $19,421,404. An additional $62,707,924 in labor income arises indirectly from inter-industry expenditures. Another $22,441,922 results from increased household demand. The total labor income contribution from operating the micro steel mill in the region is $104,571,250.

$104,571,250 labor income = $19,421,404 direct + $62,707,924 indirect + $22,441,922 induced

Value Added

Value added represents the region's gross domestic product (GDP). It is a measure of the overall economic activity in the region. The region is estimated to receive $182,861,839 in total GDP from the operation of the micro steel mill. Of this total, $43,717,383 is directly contributed from operation. An additional value added effect of $99,851,176 is generated from inter-industry expenditures and another $39,293,280 in value added results from increased household demand.

$182,861,839 value added = $43,717,383 direct + $99,851,176 indirect + $39,293,280 induced

Output

The total output contribution of the micro steel mill operation, or industry sales plus/minus the change in inventory, in the region is $737,862,107. Direct operation output amounts to $487,284,400. An additional output effect of $183,236,258 results from inter-industry expenditures and another $67,341,448 in output results from increased household demand.

$737,862,107 total output = $487,284,400 direct + $183,236,258 indirect + $67,341,448 induced

Methodology

This economic impact study uses IMPLAN version 3.1.1001.12 economic modeling software with 2014 base year data. IMPLAN Group LLC (formerly Minnesota IMPLAN Group, Inc.) is the sole-source provider of the IMPLAN® (Impact analysis for Planning) economic impact modeling system. IMPLAN is used to create complete, extremely detailed multi-regional Social Accounting Matrices (SAMs) and multiplier models of economies ranging from national to state, county or ZIP-Code levels. The IMPLAN system uses input-output analysis. Input-output analysis is a means of examining relationships within an economy, both between businesses and between businesses and final consumers. It captures all monetary market transactions for consumption in a given time period. The resulting mathematical formula allows for examinations of the effects of a change in one or several economic activities on an entire economy (impact analysis).

The relevant industry sector for steel mills and manufacturing, as defined in the North American Industry Classification System (NAICS), is NAICS 331110. The corresponding IMPLAN industry sector is 217 – Iron and steel mills and ferroalloy manufacturing. Construction of the facility falls under NAICS 23* - manufacturing and light industrial buildings. The corresponding IMPLAN sector for this construction is 53 - construction of new manufacturing structures. Equipment expenditures were not modeled in this study, but they would provide a temporary increase in employment, labor income, value added, and output if they occur in the study area. The industries in the study area that would receive the funds would need to be determined and the amount that each industry would receive would also need to be specified. Equipment purchases would provide a one-time boost in the year in which they occur. Any equipment expenditures that occur outside of the study area would have no impact on the region.

The construction and operation dates were specified by the requestor. Construction for the micro steel mill will begin in 2017. Construction is assumed to be completed by 2019.

Finally, the direct, indirect, and induced effects from each year of the analysis were aggregated and presented as the effects of the total of each year's activities for the Miami-Dade County region in terms of employment, labor income, value added, and output. All variables measured in dollars were converted to current year (2017) dollar values using IMPLAN GDP and output deflators.

Appendix

Effects of the Inflow of Expenditures into an Economy

The **direct effect** measures the initial inflow of expenditures into an industry in a defined economy.

The **indirect effect** occurs from the expenditures of the industry receiving the initial stimulus to the various industries that provide support to that industry. This is referred to as inter-industry purchases. These support industries re-spend the money received and generate indirect effects.

The **induced effect** is the response by an economy to an initial change (direct effect) that occurs through re-spending of income received by businesses (indirect effect) and the subsequent spending by households as employment and income increases.

Labor Income

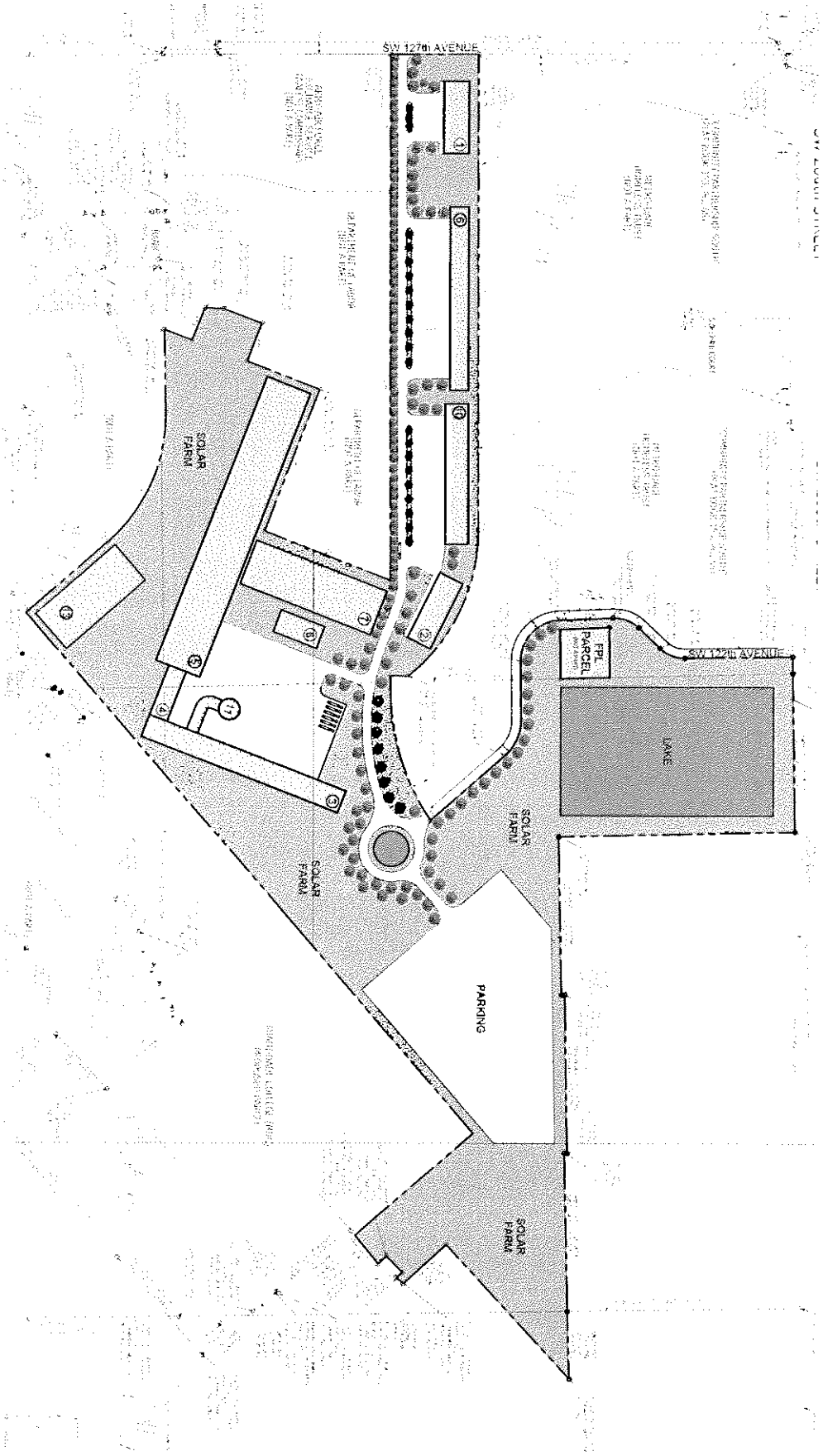
Labor Income is defined as all forms of employment income, including employee compensation (wages and benefits) and proprietor income. Proprietor income consists of payments received by self-employed individuals and unincorporated business owners. This income also includes the capital consumption allowance and is recorded on Federal Tax form 1040C.

Value Added

This is the value added to a good at each stage of the production process. It is not the sum of the value at each stage of the production process, but only the marginal value added. This is basically how gross domestic product is calculated. Value added is the difference between an industry's, or an establishment's total output and the cost of its intermediate inputs. It is equal to gross output (sales or receipts and other operating income, plus inventory change) minus intermediate inputs (consumption of goods and services purchased from other industries or imported).

Output

Output is the value of industry production. For manufacturers this would be sales plus/minus change in inventory. For service sectors production = sales. For Retail and wholesale trade, output = gross margin and not gross sales.



LEGEND

1 TRAINING
2 OFFICES
3 SCRAP
4 MELT SHOP
5 ROLLING MILL
6 FINISHED PRODUCTS
7 FABRICATION
8 WAREHOUSE + CAFETERIA
9 LAKE
10 GALVANIZATION
11 VAPOR TOWER
12 SOLAR FARM
13 WATER TREATMENT

SCHEMATIC SITE PLAN

Scale: 1" = 200'-0"

A-1.0

ECO STEEL HOMESTEAD
SCHEMATIC INDUSTRY STEEL PLANT
Homestead, FL

ARCHITECTURE
ANILLO
TOLEDO
LOPEZ

3191 coral way suite 400
miami, fl 33145
tel (305) 854-4070
fax (305) 854-4076
www.altarchitecture.com

Miami-Dade Steel LLC, Steel Making Process

Miami Dade Steel
long products

February 2019

Miami Dade Steel
long products

TECHNOLOGY AND LAYOUT



THERE IS AN ENVIRONMENT REVOLUTION OCCURRING IN STEELMAKING

Characteristics of this long products greenfield plant

Miami Dade Steel will adopt the most modern technologies in long products steelmaking, for the benefit of all project stakeholders

- Low production costs
- Low emissions
- High quality products

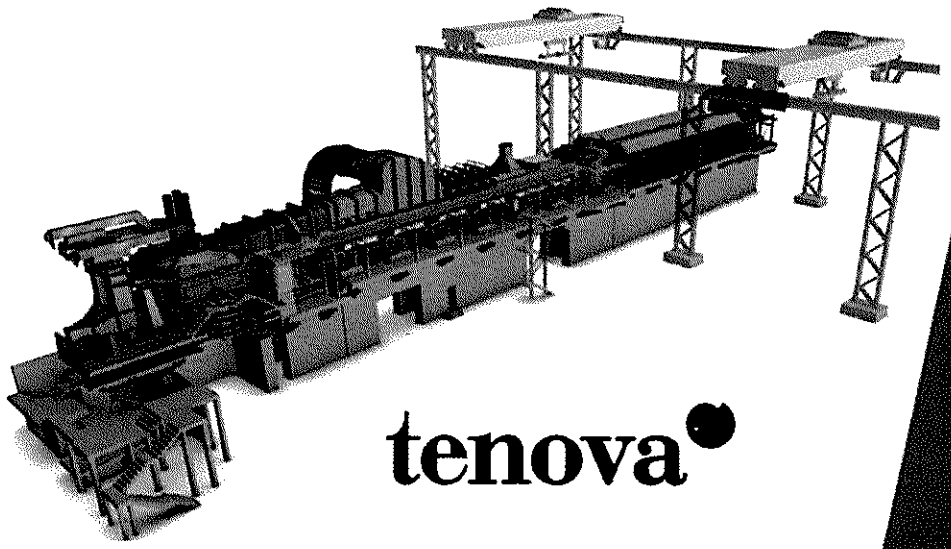
39

Melting technology

Consteel® EAF

The **Consteel®** EAF is the most efficient and reliable melting system in the industry. Invented in the early nineties, it has been consolidated in the last decade, becoming the technology of choice for mini and micormills looking for high production efficiency and process reliability

The Consteel® EAF is the cornerstone of the **Tenova LOWNOX-MELTSHOP™** platform, the only melt shop technology that can guarantee very low standards for NOx and other pollutants



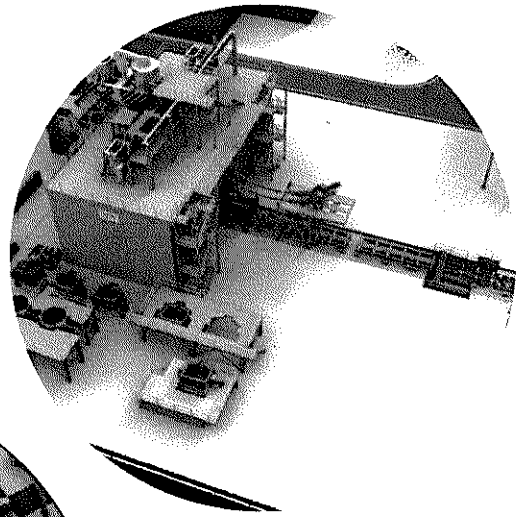
tenova

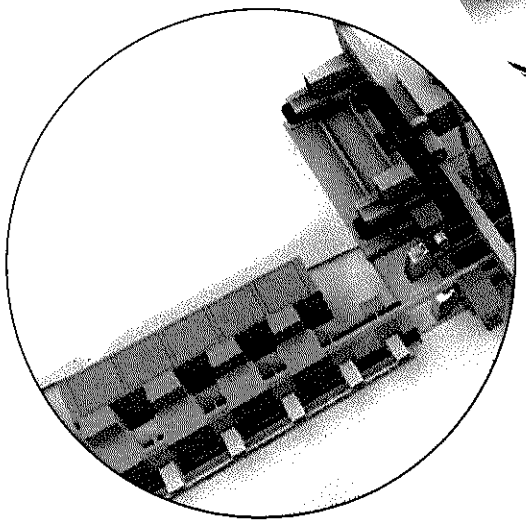
Casting and Rolling technology

Winlink®

Single strand continuous casting machine for the **WinLink®** continuous casting and rolling process of **Primetals**.

Directly linking the caster with the rolling mill, without the need of a reheating step in between, is the cost effective solution for medium sized mini-mills, reducing the need for real estate, and cutting of 70% the CO_2 emissions and the consumption of Natural Gas





PRIMETALS TECHNOLOGIES

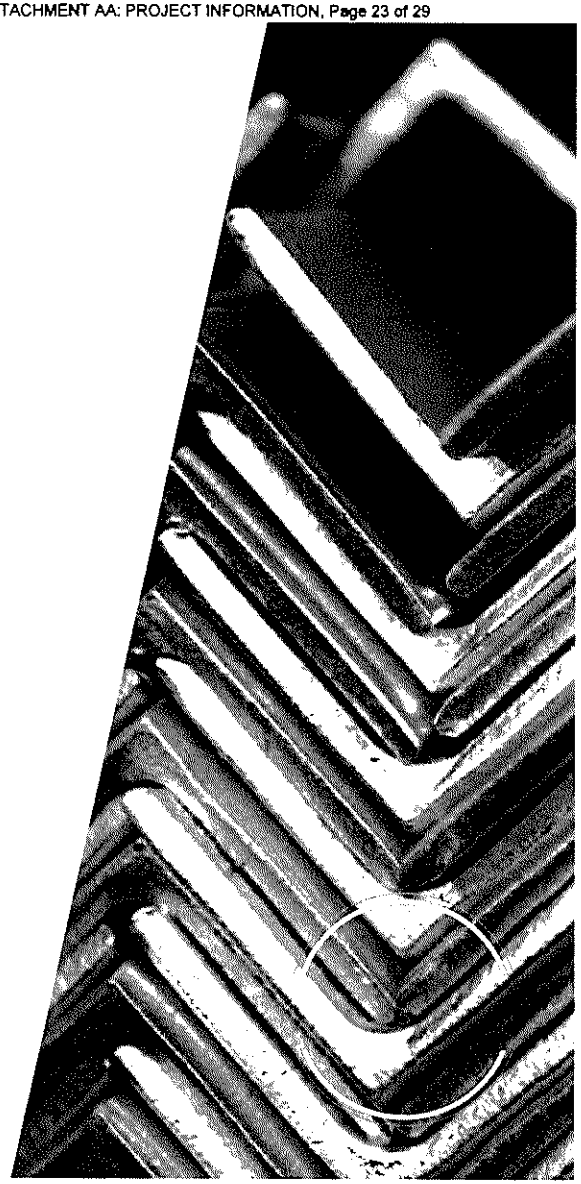
Production at a glance

Miami-Dade Steel LLC, Steel Making Process

Final Product volume and quality

500,000 tons per annum of

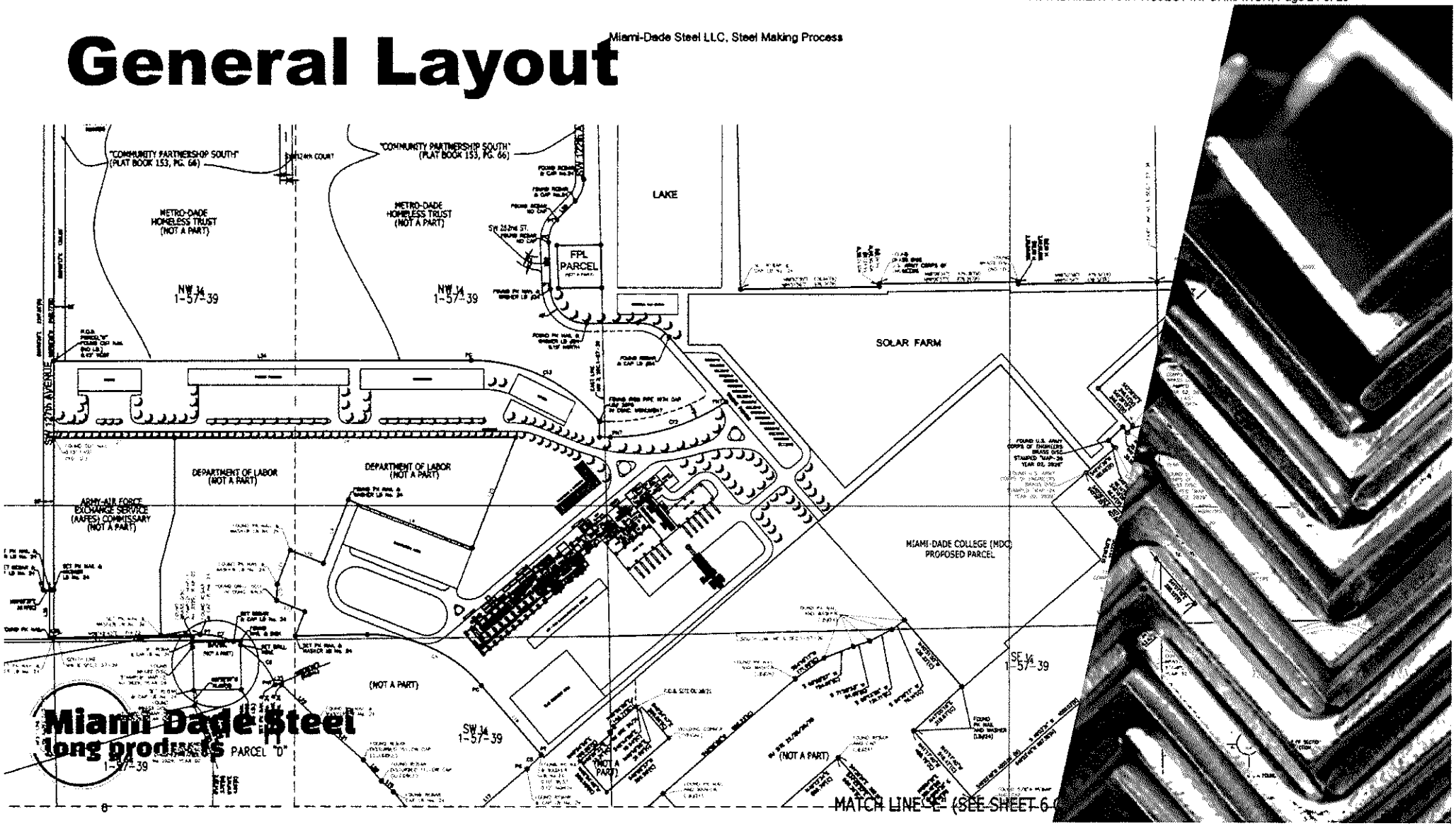
- Rebar #3 to #11
- Wire Rod: 5,5÷16 - #3÷#6
- Square: #3÷#5
- Flat: 10x50 to 20x80
- Angle: up to 3"
- Channel: up to 4"



Miami Dade Steel
long products

General Layout

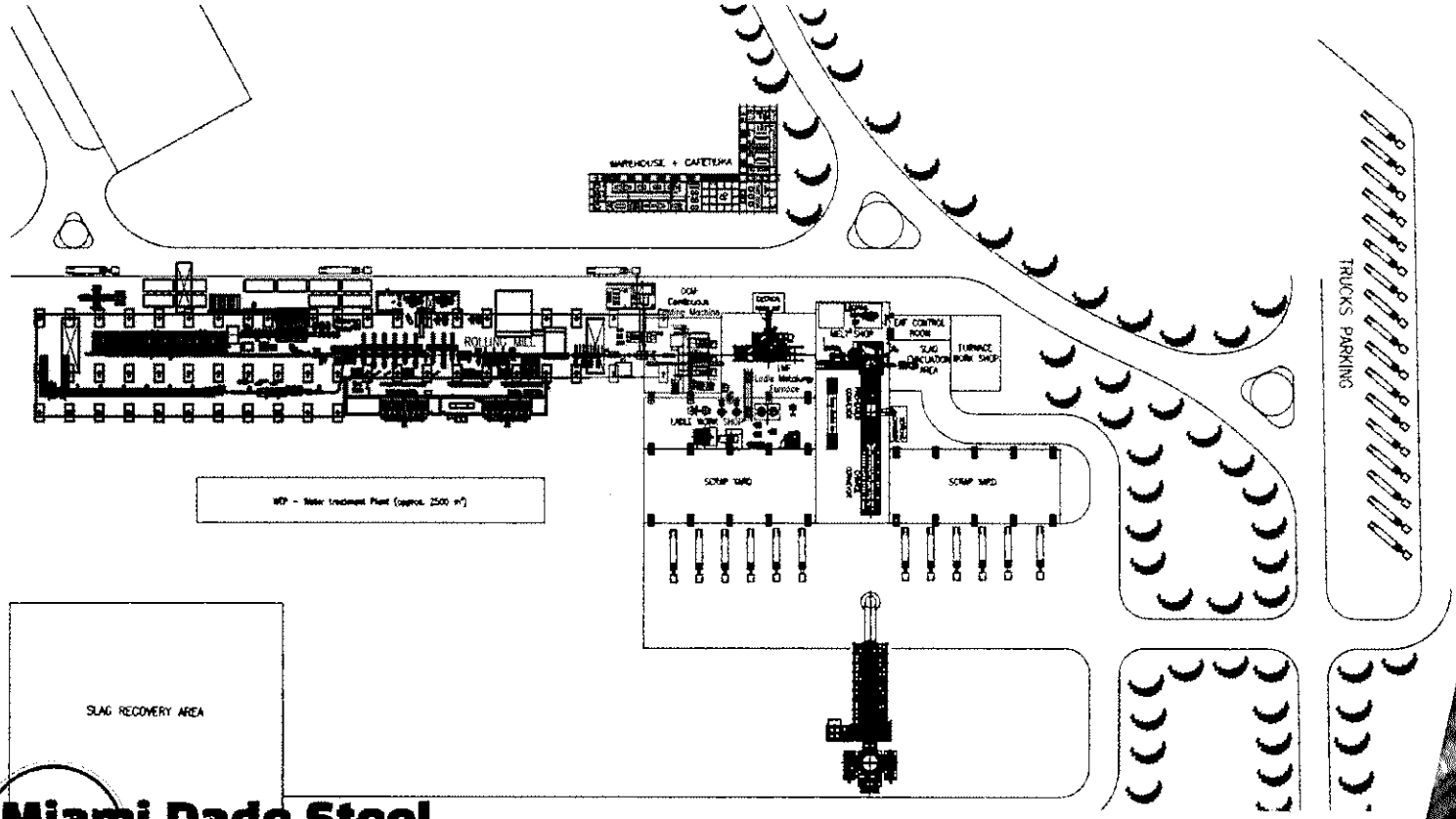
Miami-Dade Steel LLC, Steel Making Process

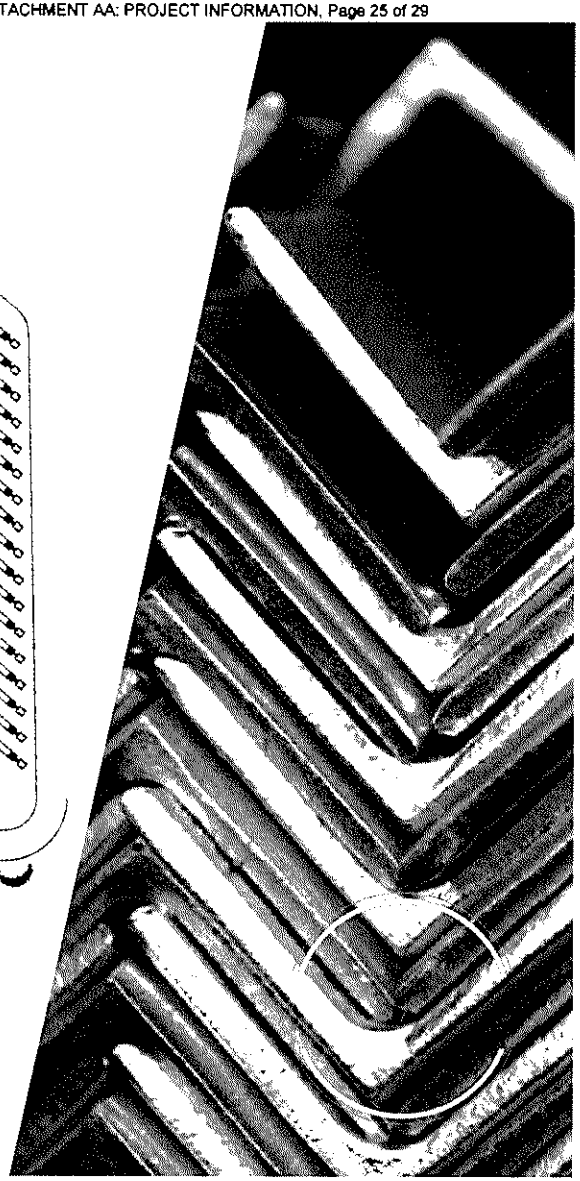


Miami Dade Steel
long products

Miami-Dade Steel LLC, Steel Making Process

Steel Plant Layout



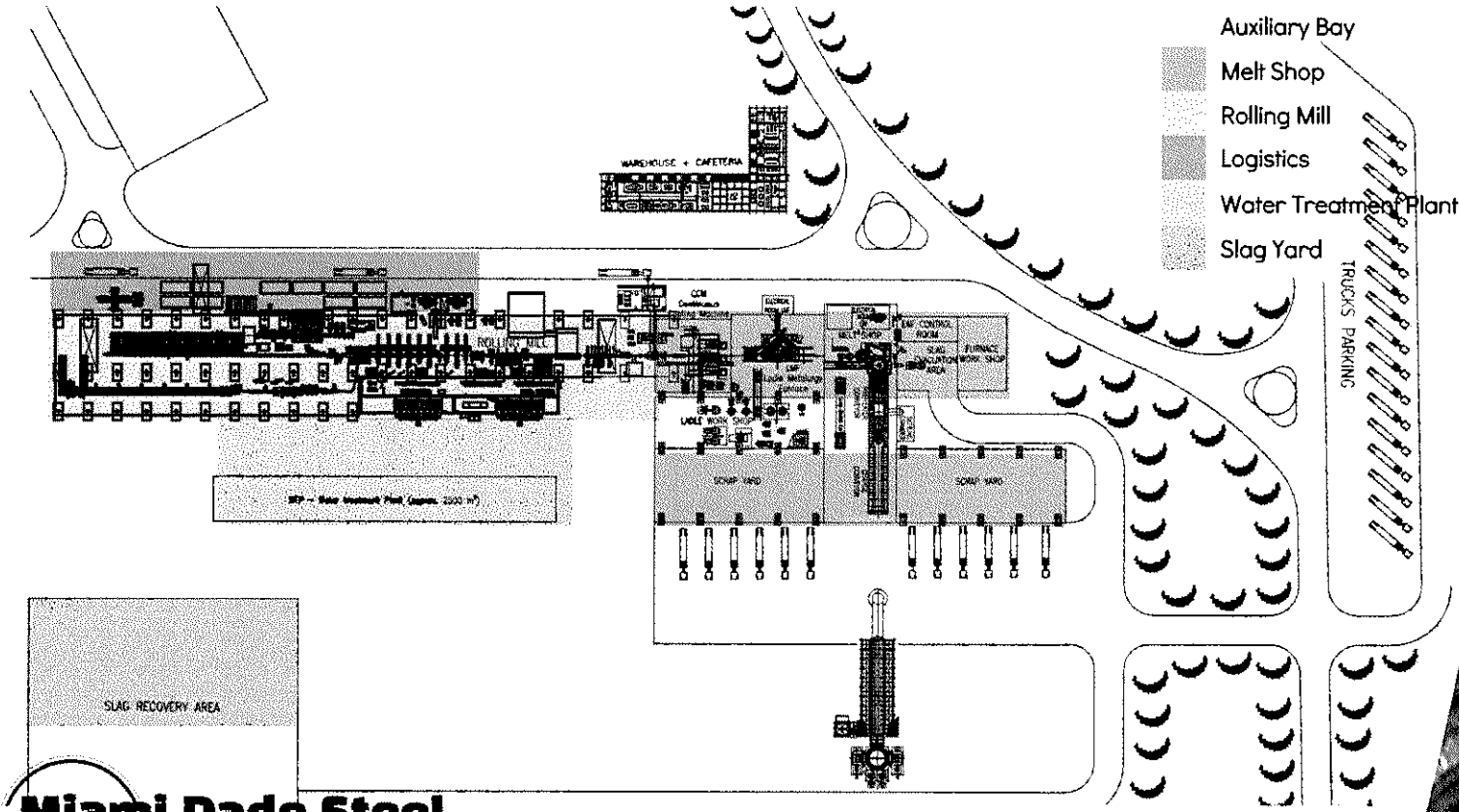


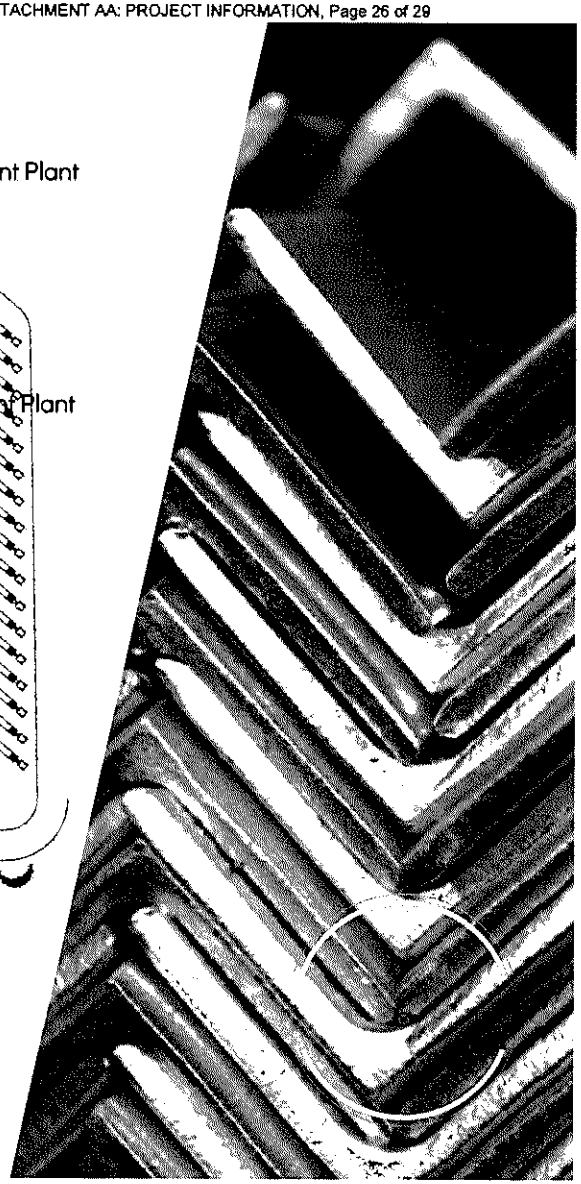
Miami Dade Steel
long products

44

Miami-Dade Steel LLC, Steel Making Process

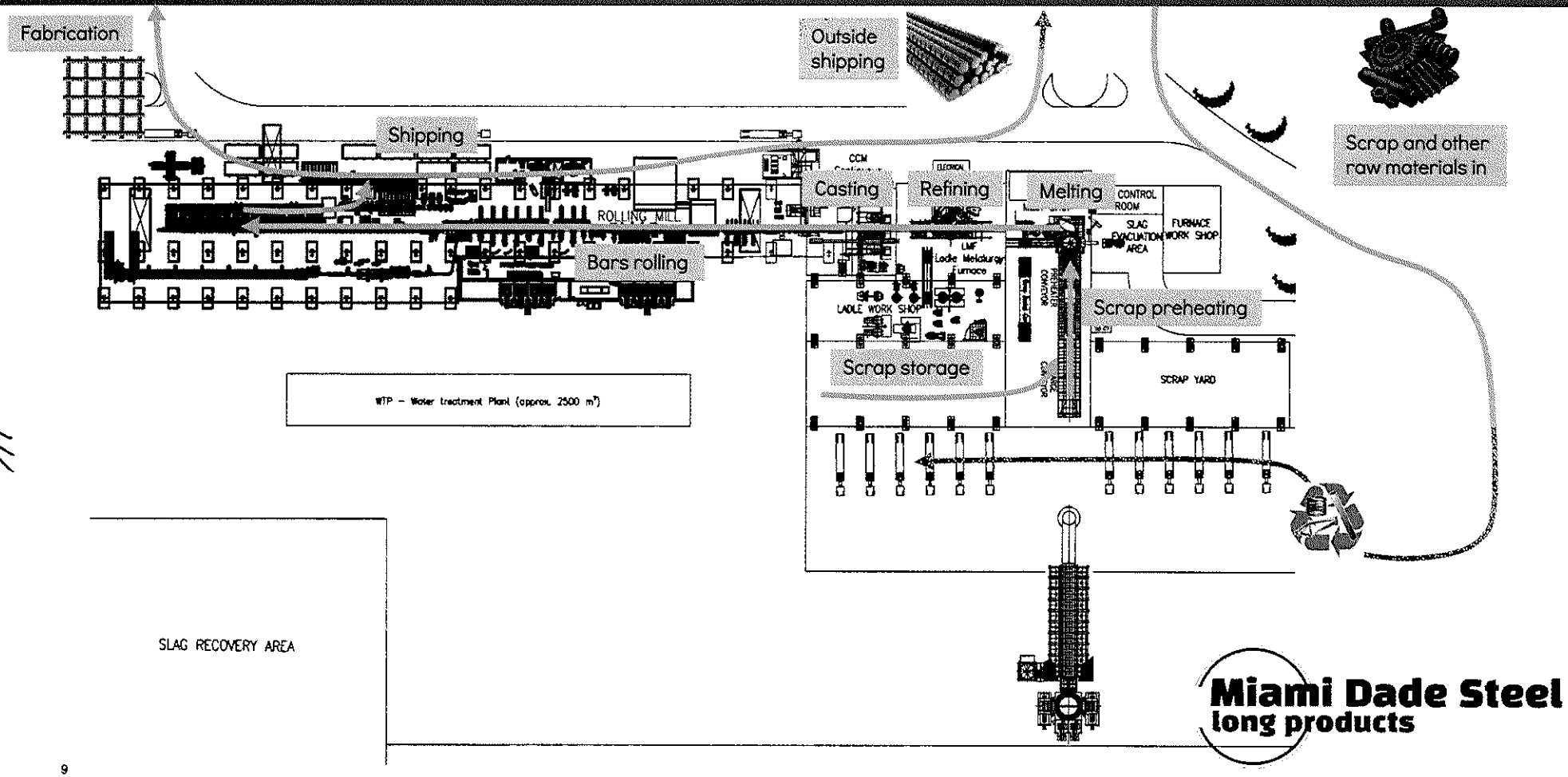
Steel Plant Layout





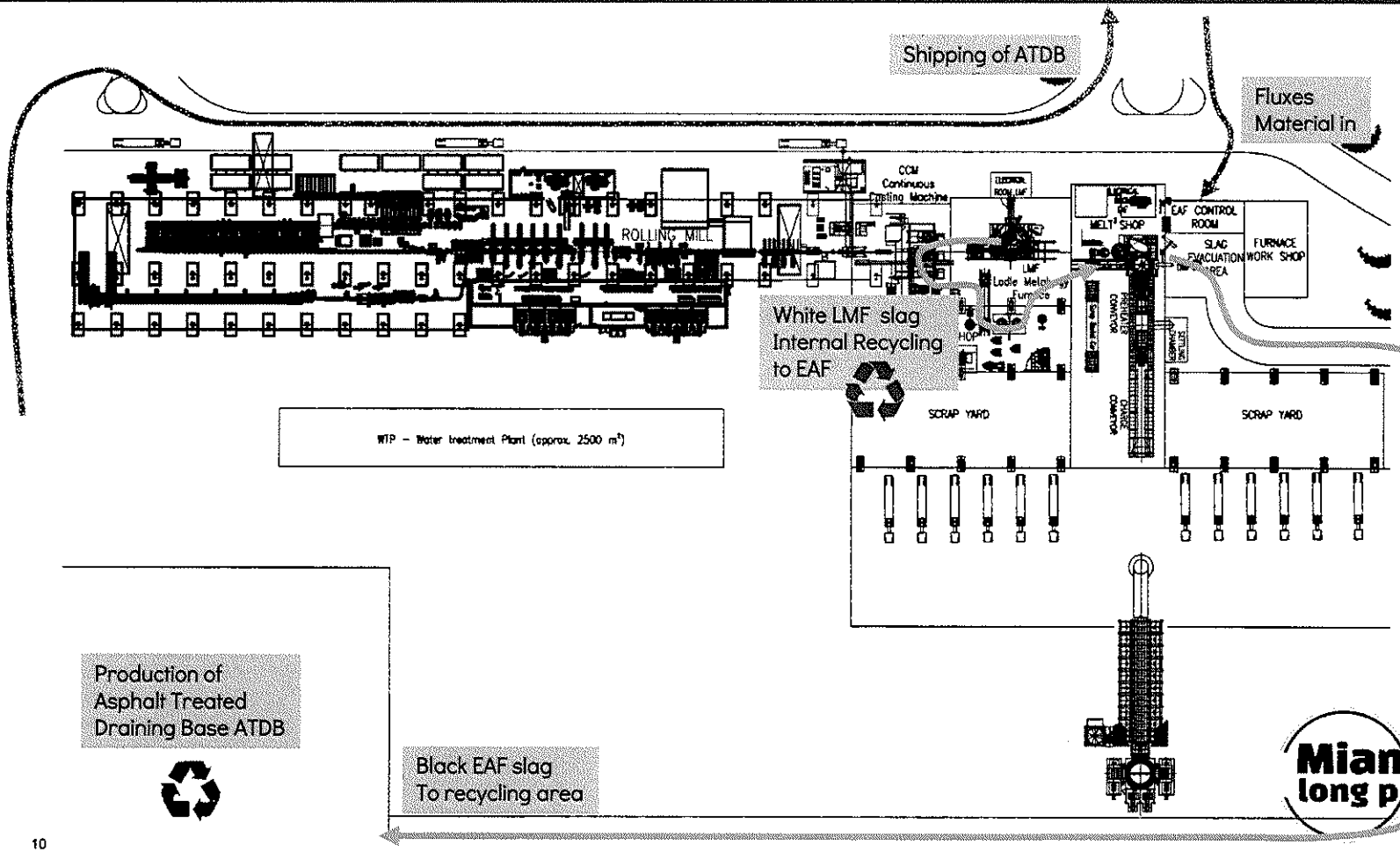
Miami Dade Steel
long products

Flow of Materials in the plant

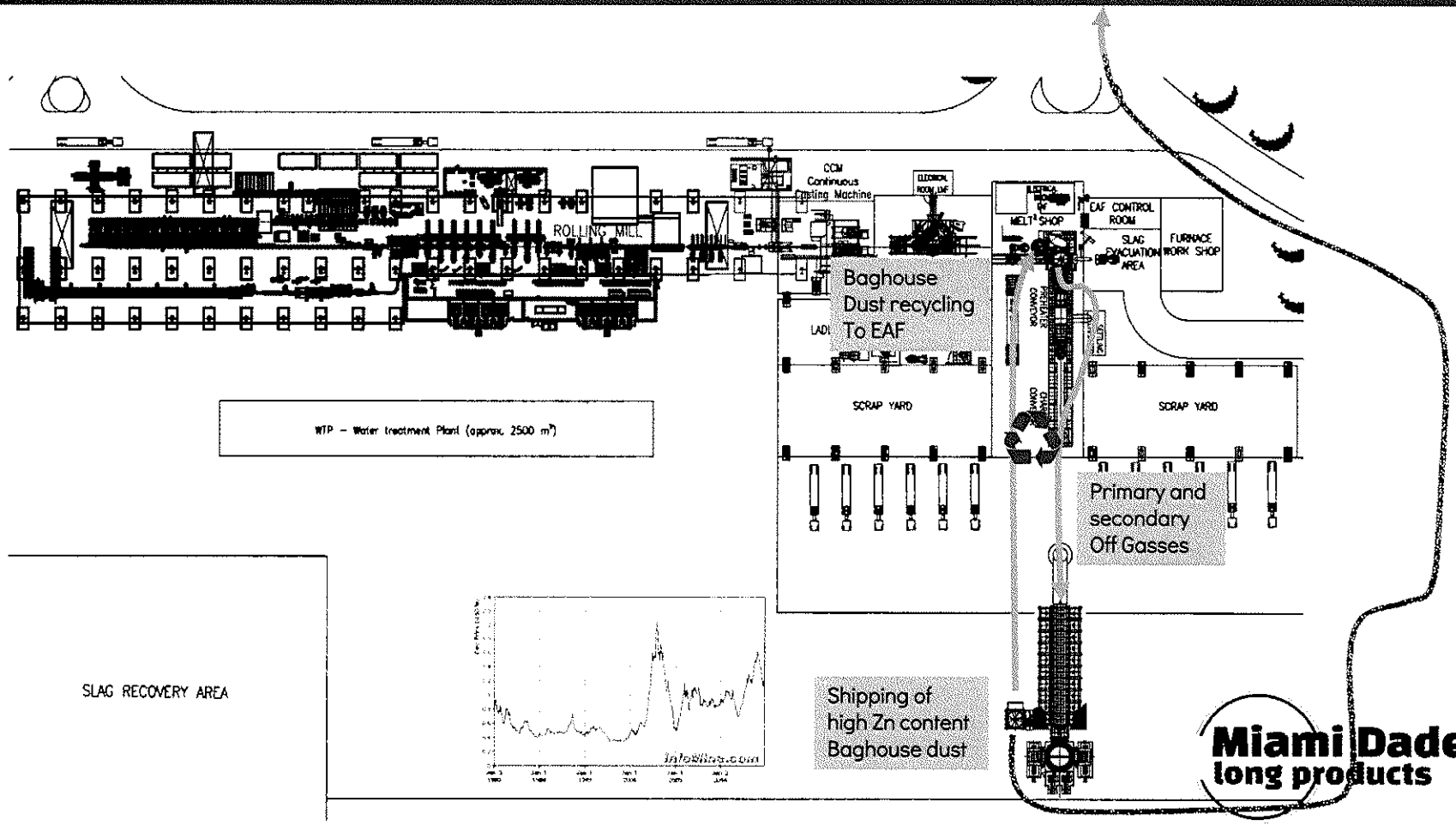


Miami Dade Steel long products

Recycling of slag



Recycling of dust



Miami Dade Steel
long products

ATTACHMENT 2

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") is entered into as of the _____ day of _____, 2019 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("SELLER" or "County"), 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128, and Miami-Dade Steel LLC, DBA ESteel, a Delaware limited liability company ("BUYER"), with an address of 151 SE 15th Rd., #1901, Miami, Florida 33129.

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

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy, all in accordance with and subject to the satisfaction of the conditions set forth in this Contract, the approximately 123.03 acres of real property that is more particularly described in attached Survey and legal description **Exhibit "A"** of this Contract (the "**Property**") for the purpose of constructing and operating a steel micro mill to be comprised of the following, all as shown on the attached conceptual site plan **Exhibit "B"**: a covered scrap metal reception center building, an Electric Arc Furnace (EAF) Melt Shop building, and a rolling mill building, all totaling no less than 200,000 square feet; supporting facilities to consist of a warehouse, administrative offices, an employee training office, and a cafeteria/locker room all totaling no less than 33,000 square feet; a water treatment plant that will collect and treat rain water to be used for the steel mill's operations and facilities; and, no less than 167,000 square feet of roads, sidewalks, sewer, water and parking facilities (collectively, the **"Project"**). The aforementioned facilities shall be environmentally sensitive, include an exhaust system which will emit only colorless and odorless vapors, and ensure that all scrap metal recycling will take place in an enclosed facility and not in the open air.

2. PURCHASE PRICE: BUYER agrees to pay a purchase price for the Property in the amount of Sixteen Million, Eight Hundred and Fourteen Thousand, One Hundred Dollars ($16,814,100.00) (the "**Purchase Price**"), which amount shall include the Deposit (as defined in Section 4), and which shall be paid to SELLER on the Closing Date (defined in paragraph 4(c)) by wire transfer to the County.

3. INSPECTIONS/HAZARDOUS MATERIALS/ACCESS: The SELLER does hereby grant and provide to BUYER, and its officers, employees, licensees, agents, and vendors non-exclusive permission to enter onto the Property during an eighteen (18) month due diligence period commencing with the Effective Date ("**Due Diligence Period**") for the sole and limited purpose of assessing the physical and environmental condition of the Property and of performing its due diligence including, but not limited to, environmental investigation(s), surveying, and geotechnical testing ("**Due Diligence Work**"). BUYER shall only enter upon and access the Property in the manner consistent with this Contract. BUYER shall coordinate with the SELLER prior to the commencement of any such work on the Property, such that all Due Diligence Work is done in a manner that does not interfere with SELLER's ownership and/or use of the Property. BUYER shall not use the Property or otherwise enter onto the Property during the Due Diligence Period for any other purpose than that set forth in this Section 3. BUYER expressly agrees that it will not build, construct, create, or permit others to build, construct or create any buildings, structures or other improvements on or over the Property at any time prior to Closing.

(a) Environmental Site Assessment. Within sixty (60) days of the Effective Date,

BUYER shall, at BUYER'S sole cost and expense, furnish to SELLER an environmental site assessment of the Property that meets the standards for a Phase I Environmental Site Assessment report acceptable to the Miami-Dade County Department of Regulatory and Economic Resources in order to determine the existence and extent, if any, of Hazardous Materials (as defined herein) or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind or any other substance which is regulated by any environmental law. If the Phase I Environmental Site Assessment requires further investigation and/or testing then BUYER shall undertake, at Buyer's sole cost and expense, a Phase II Environmental Site Assessment report to confirm that the environmental condition is the same, or better, as that set forth in the Phase I Environmental Site Assessment report or test for, specifically, contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the Code) and/or Chapter 62-780 Florida Administrative Code (FAC) or the presence of Hazardous Materials on the Property in violation of any environmental laws, ordinances, rules or restrictions of any governmental authority having jurisdiction over the Property. BUYER shall, within five business days' of its receipt of any such Phase II Environmental Site Assessment report but no later than sixty (60) days' prior to Closing, provide a copy thereof to SELLER. All environmental site assessment reports shall be certified to the SELLER and the date of certification shall be as of the date in which work was performed or reviewed by the environmental professional but in no case more than six (6) months prior to Closing.

(b) Liability for Hazardous Materials. BUYER agrees and acknowledges that the SELLER has no obligation or responsibility whatsoever for any environmental condition of the Property, including but not limited to: the presence of any Hazardous Materials on the Property; any pre-existing or subsequently discovered Hazardous Materials on the Property; and any obligation or responsibility to commence and pursue any assessment, clean up and/or monitoring of the Property necessary to bring the Property into full compliance with environmental laws. After Closing, BUYER shall defend, indemnify and hold the SELLER (and its officers, employees, agent and instrumentalities) harmless from any and all liability, losses, damages, costs, expenses, suits, claims and/or demands, including attorneys' fees and costs of defense, which SELLER (or its officers, employees, agents, and/or instrumentalities) may incur as a result of, arising from, or relating to the presence of any Hazardous Materials on the Property and/or the violation of any environmental laws resulting from the condition of the Property, and/or any third party claims relating to Hazardous Materials on the Property. This Subsection 3(b) shall survive the termination of this Contract and the Closing of this Contract.

(c) Permits/Regulations. BUYER hereby covenants and agrees that during the Due Diligence Period that it shall secure and maintain any and all necessary permits, licenses, and/or approvals required in connection with the performance of its Due Diligence Work on the Property, and that any and all Due Diligence Work shall be performed in accordance with any and all applicable laws and regulations, including, but limited to Miami-Dade County's Regulatory and Economic Resources Department, the Florida Environmental Protection Department, and the United States Environmental Protection Agency.

(d) Restoration. BUYER shall use its best efforts to minimize any impact upon or to the Property in carrying out its Due Diligence Work on the Property and agrees that any and all cost or expense associated with its Due Diligence Work on the Property shall be borne solely by BUYER. Upon completion of any such Due Diligence Work, BUYER shall restore the Property, including repairing any damage to the Property which occurred during, or was the result of, BUYER's work on or about the Property. The provisions of this paragraph shall survive the termination of this Contract.

(e) Insurance. Prior to BUYER, its officers, employees, licensees, agents, and vendors entering upon or onto the Property for any reason whatsoever prior to Closing, BUYER shall furnish the County with a certificate of insurance that meets or exceeds the insurance requirements as found in the document entitled Approved Insurance Requirements, which is attached hereto, marked as **Exhibit "F"** and incorporated herein by reference.

(f) Mechanic's Materialmen's and other Liens. BUYER hereby agrees that it shall not permit any mechanic's materialmen's and/or any other lien to exist on the Property as a result of its Due Diligence Work or any other action undertaken by BUYER; it being provided, however, that BUYER shall have the right to contest the validity thereof for a period of up to thirty (30) days. BUYER shall immediately pay any judgment or decree rendered against it or the County in relationship with the Due Diligence Work, with all costs and charges, and shall cause any such lien to be released off record without cost to the County. The provisions of this paragraph shall survive the termination of this Contract.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following approval by SELLER, through the Miami-Dade County Board of County Commissioners ("**Board**"), provided the following Conditions Precedent have been satisfied:

(a) Conditions Precedent to Closing: The Closing of this Contract and the obligations of the SELLER to convey the Property to BUYER are contingent upon the approval of this Contract by SELLER, through its Board, and satisfaction of the following conditions precedent (the "**Conditions Precedent**"):

(i) On or before the date that is thirty (30) days from the Effective Date, BUYER shall make a partially refundable deposit in accordance with Section 4(b), equal to Eight Hundred Forty Thousand, Seven Hundred and Five Dollars ($840,705.00) ("**Deposit**") into the Closing Escrow (as such term is defined in Section 4(e); and

(ii) On or before the date that is thirty (30) days from the Effective Date, BUYER shall, at its sole cost and expense, provide SELLER with a boundary survey of the portion of the Property located directly east of SW 122nd Avenue continuing along Florida Avenue until St. Lo Boulevard as generally depicted in the diagram attached hereto as **Exhibit "G"** and made a part hereof ("**Reversionary Property**"), as prepared and certified by a professional land surveyor licensed by the State of Florida, and providing legal descriptions and containing a certification of the number

of square feet and calculated acreage contained in the Reversionary Property certified to BUYER, the SELLER, and the title company. Said survey of the Reversionary Property must be acceptable to the County in its sole and absolute discretion and, once accepted by the County, shall be attached as Exhibit D to the Declaration of Restrictive Covenants attached hereto as **Exhibit "C"**; and

(iii) On or before the expiration of the Due Diligence Period, the approval by the governmental authority with jurisdiction over the Property for zoning and land use matters of a zoning and land use change which allows BUYER to build the Project on the Property (the "**Zoning Condition**") following the submission of an application filed by the SELLER. As set forth in Section 23 below titled SOVEREIGN RIGHTS, the County preserves and retains all of its sovereign rights over its regulatory, land use and zoning approvals; and

(iv) On or before the expiration of twelve (12) months from the Effective Date, the BUYER shall secure financial commitment letters, satisfactory to the reasonable approval of the Seller, which, when coupled with the firm equity commitments obtained by BUYER, total an amount not less than Two Hundred and Twenty Four Million Dollars ($224,000,000.00) (the "**Financing Condition**"), which funds shall be used to develop and build the Project on the Property in accordance with the Declaration of Restrictions attached hereto as **Exhibit "C"** (the "**Declaration**"); and

(v) On or before the expiration of the Due Diligence Period, the completion of the Due Diligence Work as described in Section 3 herein and the receipt of results thereof that are satisfactory to BUYER, acting reasonably; and

(vi) As soon as possible following the Effective Date, the Buyer shall provide to the United States Air Force (**"USAF"**) and to the County any and all information required by the USAF (located at Homestead Air Reserve Base) to complete its "mission impact analysis" of the Project and Improvements including, but not limited to, the Federal Aviation Administration's "thermal exhaust plume analysis," specifically, in regard to the proposed exhaust stack that will be 60-70 feet tall and which will emit a thermal exhaust plume. It shall be the sole responsibility of Buyer to timely provide this information to the USAF as soon after the Effective Date as possible such that USAF is able to complete its "mission impact analysis" prior to the expiration of the Due Diligence Period; and

(vii) On or before the expiration of the Due Diligence Period, and in no event later than ten (10) business days prior to the scheduled Closing Date, BUYER shall provide SELLER with an irrevocable letter of credit in the amount of $8,500,000.00 from a bank and in a form that is acceptable to SELLER, in its sole and absolute discretion, that will secure BUYER's obligations to undertake and complete the Improvements and Roadways in accordance with the Declaration. The irrevocable letter of credit shall remain in effect until the issuance of a Completion Certificate (as such term is defined in the Declaration).

(b) Termination and Extension: BUYER and SELLER acknowledge and agree that if one or more of the Conditions Precedent are not satisfied by the applicable deadlines set forth in Section 4(a)(i)-(v) and (vii) above, then either party shall have the right to terminate the Contract by delivering written notice to the other party; provided, however, that with respect to the failure to deliver the Deposit within thirty (30) days of the Effective Date, any such termination notice associated with such missing Deposit must be delivered prior to the date the Deposit is placed into Escrow in order for the termination to be effective. BUYER and SELLER further acknowledge and agree that, with respect to the Condition Precedent set forth in Section 4(a)(vi) above, if the USAF or the FAA: (x) are unable to complete their mission impact analysis on or before the expiration of the Due Diligence Period; or (y) indicate that, as a result of the mission impact analysis of the Project and Improvements, there will be a negative effect on the operations of USAF at the Homestead Air Reserve Base, then either party shall have the right to terminate the Contract by delivering written notice to the other party. In the event of any termination under this Section 4(b), SELLER shall return the Deposit to BUYER and neither the BUYER nor the SELLER shall have any obligations or liabilities under this Contract to each other, and each shall bear their own costs, fees, and expenses, if any, with the following exception: if (i) the Zoning Condition is satisfied on or before the expiration of the Due Diligence Period; and (ii) should the BUYER decide at any time either before or after the expiration of the Due Diligence Period not to proceed with the Closing for any reason permitted under this Contract, then the SELLER shall be entitled to retain One Hundred Fifty Thousand Dollars ($150,000.00) from the Deposit and the balance of the Deposit shall be reimbursed to the SELLER.

(c) Time and Place: The consummation of the sale of the Property by SELLER and the purchase by BUYER (the **"Closing"**) shall be on or before thirty (30) days after the date of delivery by BUYER to SELLER of a written notice from BUYER evidencing BUYER's election to close the transactions set forth herein on or before the expiration of the Due Diligence Period. The date, time and place of Closing (the "**Closing Date**") shall be set by SELLER.

(d) Conveyance: At Closing, SELLER will deliver to BUYER a fully executed County Deed conveying the Property and any improvements in its "AS IS, WHERE IS CONDITION," with any and all faults, and without warranties or representations in the form attached hereto as **Exhibit "D"** of this Contract (the **"Deed"**) to be fully executed (by BUYER and SELLER) and the Declaration for the Property which is attached hereto as **Exhibit "C"** of this Contract; provided, however, that the Declaration to be executed and recorded shall include, as **Exhibit "D"** thereto, the approved survey of the Reversionary Property prepared in accordance with Section 4 herein. The Declaration shall be recorded contemporaneously with the County Deed, immediately following recordation of the County Deed, with all such documents to be recorded by the BUYER.

(e) Expenses: BUYER and SELLER acknowledge and agree that BUYER shall be responsible for all closing costs associated with this transaction and the Property, including but not limited to appraisal costs, survey and plat costs, documentary stamp tax on the County Deed, surtaxes on the County Deed, recording fees for all documents to be recorded, abstract or title insurance fees, attorneys' fees and real estate brokerage fees, and all payments required under this Contract,

and BUYER shall deposit such amounts in a closing escrow (**"Closing Escrow"**) with SELLER at least ten (10) business days before Closing and shall pay any costs charged by such Escrow Agent. BUYER agrees that it shall be responsible for all costs of compliance with the terms of the County Deed and Declaration. The obligation to pay the costs and expenses set forth in this Paragraph 4(e) shall survive the termination or Closing of this contract.

5. SURVEY. The BUYER at it sole cost and expense, has provided SELLER with a boundary survey of the Property prepared and certified by Biscayne Engineering, a professional land surveyor licensed by the State of Florida, dated April 9, 2019 and providing legal descriptions and containing a certification of the number of square feet and calculated acreage contained in the Property certified to BUYER, the SELLER and the title company. It is expressly understood and agreed that the Purchase Price shall not be adjusted based on the surveyed acreage of the Property.

6. EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND REAL ESTATE TAXES: BUYER agrees to take title to the Property subject to those exceptions in the Indenture for this Property from the United States of America to Miami-Dade County dated September 30, 2004 and recorded in the Official Records of Miami-Dade County on March 3, 2004 at O.R. Book 23134, Page 0396-417 and the Economic Development Conveyance Contract between the United States of America and Miami-Dade County, approved by Miami-Dade County by Resolution 909-04 on July 13, 2004 **Exhibit "E" ("Accepted Restrictions")**. BUYER acknowledges that the SELLER does not warrant the title to the Property and is conveying only the interest of the County in the Property. Accordingly, BUYER understands and acknowledges that it will take title to the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, contracts, and encumbrances, whether or not of record. BUYER shall be responsible for all real estate taxes after the date of Closing.

7. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of the Division of State Lands of the State of Florida Department of Environmental Protection, the applicable water management district or any other applicable permitting entity. BUYER acknowledges, understands and agrees that it is the sole responsibility and cost of BUYER to comply with all applicable laws and requirements for development of the Property resulting from the presence of wetlands on the Property. This Paragraph 7 survives the Closing of this Contract.

8. CONDITION OF THE PROPERTY: BUYER acknowledges that it has inspected, or shall inspect, the Property and is aware of, will be aware of, and accepts the condition and state of repair of the Property and that the Property is conveyed in "AS IS, WHERE IS CONDITION" with any and all faults. SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose. BUYER acknowledges that the Property may: (a) include certain improvements that are presumed to contain lead-based paint because they are thought or known to have been constructed before 1978 and may contain arsenic in the ground soil; and (b) contain current and former improvements, above or below ground, that may contain asbestos-containing materials (**"ACM"**). The BUYER 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 lead-based paint and ACMs and that the SELLER assumes no responsibility or liability for property damage or damages for personal injury, illness, disability, or death to the BUYER 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 lead-based paint or ACMs on the Property. The BUYER further acknowledges that SELLER shall not be liable for any latent or patent defects in the Property. This Paragraph 8 expressly survives the termination and expiration of this Contract.

9. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

10. TITLE INSURANCE. BUYER shall, at its sole cost and expense, on or before one hundred eighty (180) days from the Effective Date, obtain and furnish to the SELLER a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company licensed by the State of Florida (**"Title Company"**) in the amount of the Purchase Price, which policy shall insure marketable title of the SELLER to the Property. BUYER shall furnish a copy of the policy to SELLER immediately upon BUYER'S receipt of same. In addition, the policy shall insure title to the Property for the period between Closing and the recording of the County Deed. If the title commitment shows title to the Property to be unmarketable or uninsurable, then this Contract shall be rendered null and void, the Deposit shall be returned to BUYER and both BUYER and SELLER shall be released of all obligations hereunder; provided, however, that the BUYER and SELLER acknowledge and agree that in no event shall the **Accepted Restrictions** be deemed to be title defects nor cause for termination of this Contract nor a cause to release SELLER from its obligations hereunder. The cost and expense of the title insurance shall be borne and paid for by the BUYER even if this Contract does not close. This Paragraph 10 survives the termination or Closing of this Contract.

11. DEFAULT:

(a) Failure to Close. If BUYER fails to close this transaction for any reason other than SELLER's default, or the exercise by BUYER of an express right of termination granted herein, SELLER shall be entitled, as its sole remedy hereunder, to terminate this Contract and to receive and retain the Deposit, the parties hereto acknowledging that it is impossible to estimate more precisely the damages that might be suffered by SELLER upon BUYER's default in failing to close, and that said Deposit is a reasonable estimate of SELLER's loss in the event of default by BUYER. The right to retain the Deposit as full liquidated damages is SELLER's sole and exclusive remedy in the event of default resulting from BUYER's failure to close. If SELLER fails to perform any of its obligations under this Contract for any reason other than BUYER's default or the permitted termination of this Contract by BUYER as expressly provided herein, and as a result the Closing has not taken place, BUYER shall be entitled, as its sole remedy, either to (a) terminate this Contract and receive the return of the Deposit, (b) waive the default and proceed to Closing, or (c) enforce specific performance of SELLER's obligation to execute and deliver the documents required to convey the Property to BUYER in accordance with this Contract.

(b) All Other Defaults. For all BUYER defaults, other than those set forth in Paragraph

11(a) of this Contract, SELLER shall have any and all rights and remedies available to it at law or in equity against BUYER. For all SELLER defaults, other than those set forth in Paragraph 11(a), BUYER's sole remedy shall be to (a) terminate this Contract and receive the return of the Deposit; or (b) waive the default and proceed to Closing. This Section 11 shall survive the termination or Closing of this Contract and transaction.

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

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

14. BROKERS: SELLER represents to BUYER that SELLER has not been represented by any real estate brokers or agents in this transaction. BUYER represents to SELLER that BUYER has not been represented by any real estate brokers or agents in this transaction. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent from BUYER's actions shall be paid by the BUYER. BUYER shall hold the SELLER harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorneys' fees and costs, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent claiming by or through BUYER. This Paragraph 14 survives the termination or Closing of this Contract. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the BUYER. BUYER shall hold the SELLER harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorneys' fees and costs, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

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

responsibility to indemnify, keep and save harmless and defend the SELLER or its officers, employees, agents and instrumentalities as herein provided. This paragraph 15 survives the termination of this Contract.

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

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

18. SURVIVAL: The covenants of this Contract will survive delivery and recording of the County Deed, the Declaration and possession of the Property.

19. EFFECTIVE DATE: This Contract shall become effective when it is approved by the Board, provided, however, that such Board approval shall not be effective until the earlier of (a) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (b) the lapse often (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs. The actions of the Board in connection with the approval of this Contract rests solely in the discretion of the Board, as does the County Mayor's power to veto any action of the Board. Additionally, once the Contract has been legally approved by the Board, then it must also be executed by the County Mayor or County Mayor's designee to be effective and binding, and such date shall be the "**Effective Date**" as such term is used throughout this Contract.

20. ESCROW: SELLER and BUYER agree that Miami-Dade County shall hold all documents and funds in the Closing Escrow until Closing.

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

As to BUYER: Miami-Dade Steel, LLC, DBA ESteel
151 SE 15th Road, #1901
Miami, Florida 33129
Attn: Gustavo Lopez

With a copy to: Jorge M. Vigil, Esq.
Jorge M. Vigil, P.A.
265 Sevilla Ave.
Coral Gables, Florida 33134

As to SELLER: Miami-Dade County
Attn: Director, Internal Services Department
111 NW 1st Street, 21st Floor

Miami, FL 33128.

WITH A COPY TO: Miami-Dade County Attorney's Office
Attn: County Attorney
111 NW 1st Street, 28th Floor
Miami, FL 33128

22. COUNTERPARTS: This Contract may be executed in one or more counterparts, each of which when taken together shall constitute one and the same original. To facilitate the execution and delivery of this Contract, the parties may execute and exchange counterparts of the signature pages by facsimile or e-mail, and the signature page of either party to any counterpart may be appended to any other counterpart.

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

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

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

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

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

The Remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the BUYER and SELLER have duly executed this Contract as of the day and year above written,

Witnesses:

Print name: Alixandria Virgil

Print name: Victoria Gross

BUYER:

MIAMI-DADE STEEL LLC, DBA ESteel
A Delaware limited liability company

By: _____
Name: GUSTAVO LOPEZ
Title: CEO

STATE OF FLORIDA
ss:
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before, an officer duly authorized to administer and take acknowledgements, personally appeared Gustavo Lopez, personally known to me, or proven, by producing the follow identification: _____ to be the CEO of Miami-Dade Steel, LLC, DBA ESteel, an existing Limited Liability Company under the laws of the State of Delaware, and whose name the foregoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed hereto.

WITNESS my hand and official Seal at _____, in the County and the State aforesaid, on this, the 22 day of April, 2019.

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires:

[NOTARIAL SEAL]

ALICE TOWNSEND-OWENS
Notary Public - State of Florida
Commission # FF 908626
My Comm. Expires Aug 11, 2019
Bonded through National Notary Assn.

ATTEST:

By: _____
Clerk

SELLER:

MIAMI-DADE COUNTY

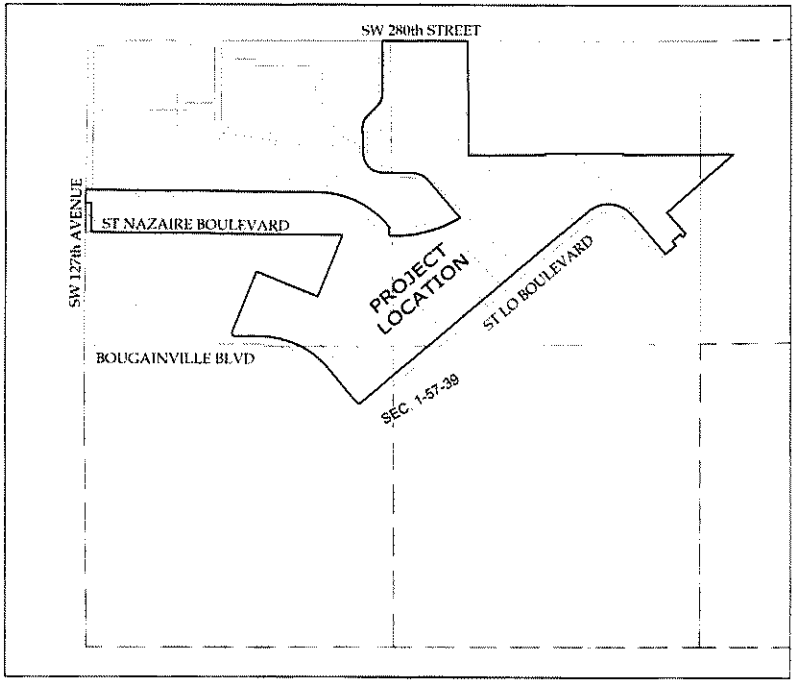
By: _____
Mayor

DATE: _____
Approved as to form
and legal sufficiency.

By: _____

The foregoing was accepted and approved on the _____ day of _____, 2019, by Resolution No._____ of the Board of County Commissioners of Dade County, Florida.

BOUNDARY SURVEY



LOCATION SKETCH (SCALE 1"=500')
IN SECTION 1, TOWNSHIP 57S, RANGE 39E AND
N.W. 1/4 SECTION 6, TOWNSHIP 57S, RANGE 40E
MIAMI-DADE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of Section 1, Township 57 South, Range 39 East and Northwest one-quarter (N.W 1/4) of Section 6, Township 57 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 1, Township 57 South, Range 39 East; THENCE South 00°09'17"East, along the West line of said Section 1, a distance of 1,315.56 feet to the POINT OF BEGINNING; THENCE North 89°53'07" East, a distance of 2,034.80 feet to a point of curvature of a circular curve concave to the Southwest having as its elements a radius of 800.00 feet and a central angle of 51°18'09"; THENCE Northeasterly, along the arc of said curve for an arc distance of 716.32 feet to a point of non-tangency; THENCE South 00°09'04" East, a distance of 75.00 feet; THENCE North 89°55'49" East, a distance of 52.98 feet to a point of curvature of a circular curve concave to the Northwest having as its elements a radius of 1,020.84 feet and a central angle of 33°31'07"; THENCE Northeasterly, along the arc of said curve for an arc distance of 597.18 feet to a point of non-tangency; THENCE North 40°59'44" West, a distance of 423.39 feet to a point of curvature of a circular curve concave to the Southwest having as its elements a radius of 250.00 feet and a central angle of 49°39'55"; THENCE Northwesterly, along the arc of said curve for an arc distance of 173.36 feet; THENCE South 89°20'21" West, a distance of 248.80 feet to a point of curvature of a circular curve concave to the Northeast having as its elements a radius of 175.00 feet and a central angle of 98°27'31"; THENCE Northwesterly and Northerly, along the arc of said curve for an arc distance of 269.67 feet; THENCE North 07°47'07" West, a distance of 229.91 feet to a point of curvature of a circular curve concave to the Southeast having as its elements a radius of 150.00 feet and a central angle of 46°39'16"; THENCE Northeasterly, along the arc of said curve for an arc distance of 122.14 feet; THENCE North 41°06'38" East, a distance of 126.75 feet to a point of curvature of a circular curve concave to the Northwest having as its elements a radius of 150.00 feet and a central angle of 44°30'53"; THENCE Northeasterly and Northerly, along the arc of said curve for an arc distance of 116.54 feet; THENCE North 03°24'15" West, a distance of 861.56 feet; THENCE North 89°16'24" East, a distance of 20.53 feet; THENCE North 03°36'57" East, a distance of 678.49 feet; THENCE South 01°14'07" East, a distance of 1,007.59 feet; THENCE North 89°02'39" East, a distance of 678.64 feet; THENCE North 01°10'06" West, a distance of 14.40 feet; THENCE North 89°08'34" East, a distance of 676.38 feet; THENCE South 00°59'02" East, a distance of 11.08 feet; THENCE North 89°52'58" East, a distance of 676.54 feet; THENCE North 88°26'30" East, a distance of 289.45 feet; THENCE South 47°20'11" West, a distance of 780.84 feet; THENCE South 42°39'07"East, a distance of 246.14 feet; THENCE South 36°26'21" West, a distance of 49.36 feet; THENCE North 41°37'10" West, a distance of 35.49 feet; THENCE South 48°12'50" West, a distance of 96.11 feet; THENCE South 45°16'26" East, a distance of 48.14 feet; THENCE South 44°41'59" West, a distance of 119.92 feet; THENCE North 45°53'05" West, a distance of 446.37feet to a point of curvature of a circular curve concave to the South having as its elements a radius 275.00 feet and a central angle of 90°58'05"; THENCE Northwesterly, Westerly and Southwesterly, along the arc of said curve for an arc distance of 437.00feet; THENCE South 49°08'57" West, a distance of 2604.55 feet, to a point of curvature of a circular curve concave to the Northeast having as its elements a radius 275.00 feet and a central angle of 89°56'43"; THENCE Westerly and Northwesterly, along the arc of said curve for an arc distance of 39.25 feet; THENCE North 40°56'20" West, a distance of 392.62 feet, to a point of curvature of a circular curve concave to the Southwest having as its elements a radius 759.00 feet and a central angle of 30°56'53"; THENCE Northwesterly and Westerly, along the arc of said curve for an arc distance of 409.91 feet; THENCE South 89°56'46" West, a distance of 209.36 feet, to a point of curvature of a circular curve concave to the Northeast having as its elements a radius 25.00 feet and a central angle of 112°17'29"; THENCE Northeasterly, along the arc of said curve for an arc distance of 49.00 feet; THENCE North 21°14'16" East, a distance of 219.99 feet; THENCE North 21°14'54" East, a distance of 331.61 feet; THENCE North 21°08'51" East, a distance of 579.26 feet; THENCE North 00°05'17" West, a distance of 2700.32 feet; THENCE North 89°54'43" East, a distance of 50.00 feet; THENCE South 00°05'17" East, a distance of 257.63 feet; THENCE South 89°54'43" East, a distance of 50.00 feet; THENCE North 00°05'17" West, a distance of 118.11 feet, to the POINT OF BEGINNING.

Containing 30.1mm sf 5,369,595 square feet (123.05 acres) more or less.

LINE TABLE					
CURVE #	LENGTH	DIRECTION	CURVE #	LENGTH	DIRECTION
L1	2034.80'	N89°53'07"E	L20	49.36'	S36°20'21"W
L2	75.00'	S00°09'04"E	L21	35.49'	N41°37'10"W
L3	52.98'	N89°55'49"E	L22	96.11'	S48°12'50"W
L4	423.39'	N40°59'44"W	L23	48.14'	S45°16'26"E
L5	248.80'	S89°20'21"W	L24	119.92'	S44°41'59"W
L6	229.91'	N07°47'07"W	L25	446.37'	N45°53'05"W
L7	126.75'	N41°06'38"E	L26	2604.55'	S49°08'57"W
L8	861.56'	N03°46'16"W	L27	392.62'	N40°56'20"W
L9	20.53'	N89°16'24"E	L28	209.36'	S89°56'46"W
L10	678.49'	N89°08'57"E	L29	234.08'	N21°14'16"E
L11	1007.59'	S01°14'07"E	L30	331.61'	N21°14'54"E
L12	678.64'	N89°57'35"E	L31	579.26'	S68°44'48"E
L13	14.40'	N01°10'06"W	L32	579.06'	N21°08'51"E
L14	676.38'	N89°08'34"E	L33	2700.32'	S89°54'43"W
L15	11.08'	S00°59'02"E	L34	257.63'	N00°05'17"W
L16	676.54'	N89°52'58"E	L35	50.00'	S89°54'43"W
L17	289.45'	N88°26'30"E	L36	118.11'	N00°05'17"W
L18	780.84'	S47°20'11"W			
L19	246.14'	S42°39'07"E			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	716.32'	800.00'	51°18'09"
C2	597.18'	1020.84'	33°31'07"
C3	173.36'	250.00'	49°29'55"
C4	269.67'	175.00'	88°17'31"
C5	122.79'	150.00'	46°89'16"
C6	116.54'	150.00'	44°30'53"
C7	437.81'	275.00'	89°58'05"
C8	39.25'	25.00'	89°56'43"
C9	590.11'	780.00'	50°08'53"
C10	49.00'	25.00'	112°17'29"

SURVEYOR'S NOTES:

- This site lies in Section 1, Township 57 South, Range 39 East and N.W. 1/4 Section 6, Township 57 South, Range 40 East, Miami-Dade County, Florida.
- This site may not contain all the easements or rights-of-way of record. Client is advised to get a commitment for title insurance that shall show all matters of record. Surveyor makes no statement as to ownership which is subject to an opinion of title by a licensed Florida attorney at law.
- This survey is subject to any facts that may be disclosed by a full and accurate title search.
- Improvements on or adjacent to the subject parcel have not been located except as shown. No sub-surface foundations have been located as part of this survey.
- This survey does not make any representations as to zoning or development restrictions on the subject parcel.
- All platted recorded references are from the public records of Miami-Dade County.
- Bearings shown hereon are assumed and are referenced to the North line of N.W. 1/4 Section 1, Township 57 South, Range 39 East having an assumed bearing of North 89°56'24" East.
- All distances are in feet and decimals thereof unless otherwise noted.
- Dimensions indicated hereon are calculated from field measurements using a total station electronic distance measurement (EDM) unless otherwise noted.
- Underground improvements and/or underground encroachments, where they are not visible or surface evident (not shown including but not limited to buildings, standpipe appurtenances, storm drainage systems, septic or rubbish fills, the location of wells, utilities shown hereon were field located.
- No attempt was made by the surveyor to locate underground utilities.
- No attempt was made by the surveyor to determine ownership rights, ownership and/or rights-of-entry appurtenant thereto.
- There is no visible evidence of Wetlands, rubbish fills, sinkholes or sink holes on the surveyed property.
- Elevations are not shown in this survey (FEMA Flood Map were not consulted or revealed).
- The symbology of optimization number of decimal 3 engineering continuity of (+) 0.01'.
- The accuracy of the survey measurements shown hereon is based on the type of survey and intended use of the survey. Distances measurements were computed from mathematic the survey map. Mathematic of measurements was obtained by methods employed of found and set control points. These methods have been tested by RTK and found to have an expected accuracy of ± 0.01 feet.
- This survey is certify to MIAMI-DADE COUNTY.
- Boundary corners and street lines will be set upon completion compliance with Miami-Dade County.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS ADOPTED BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BISCAYNE ENGINEERING COMPANY, INC.
347 WEST FLAGLER STREET, MIAMI, FL. 33130
305-324-7631
CHAD OF FLORIDA DEPARTMENT OF AGRICULTURE
LB-0006024

SURVEY DATE: 03-12-2019

CHAD M. BISCAYNE, PSM, FAS, FLA 1769
PROFESSIONAL SURVEYOR AND MAPPER NO. 1769
STATE OF FLORIDA

BISCAYNE ENGINEERING
SURVEYORS · ENGINEERS
PLANNERS
• SINCE 1958 •

MAIN OFFICE
120 W FLAGLER ST, MIAMI, FL 33130
TEL: (305) 324-7631 FAX: (305) 324-7635
MAIN BEACH
440 NW 13 TH ST, BOCA RATON, FL 33431
E-MAIL: INFO@BISCAYNEENGINEERING.COM
WEB: WWW.BISCAYNEENGINEERING.COM

BOUNDARY SURVEY

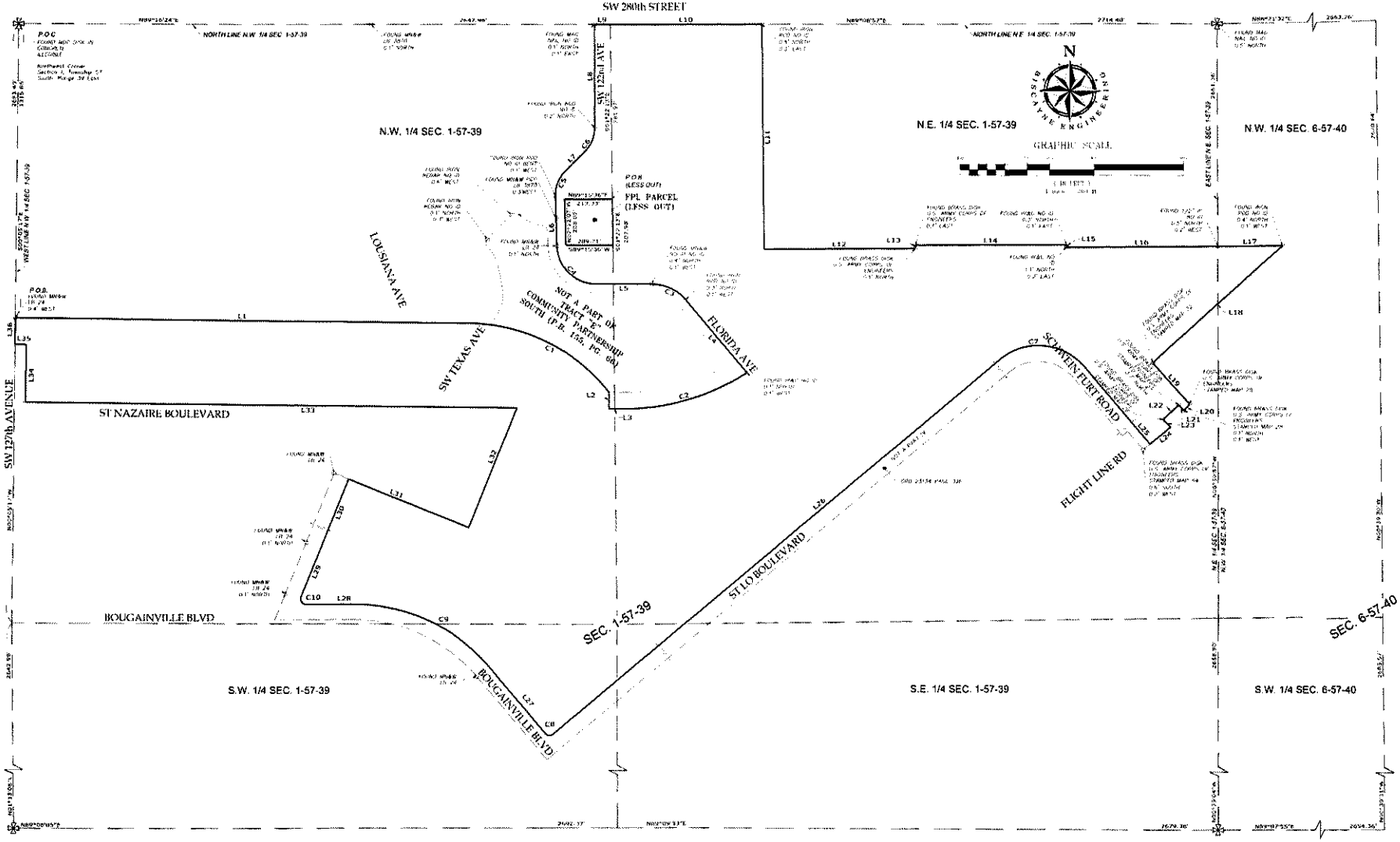
FOR: MIAMI-DADE STEEL, LLC

ORDER No.
03-86462
SHEET No.
1 OF 2

EXHIBIT A

DC-6000

BOUNDARY SURVEY



BISCAYNE ENGINEERING
SURVEYORS • ENGINEERS
PLANNERS
• SINCE 1939 •

BOUNDARY SURVEY

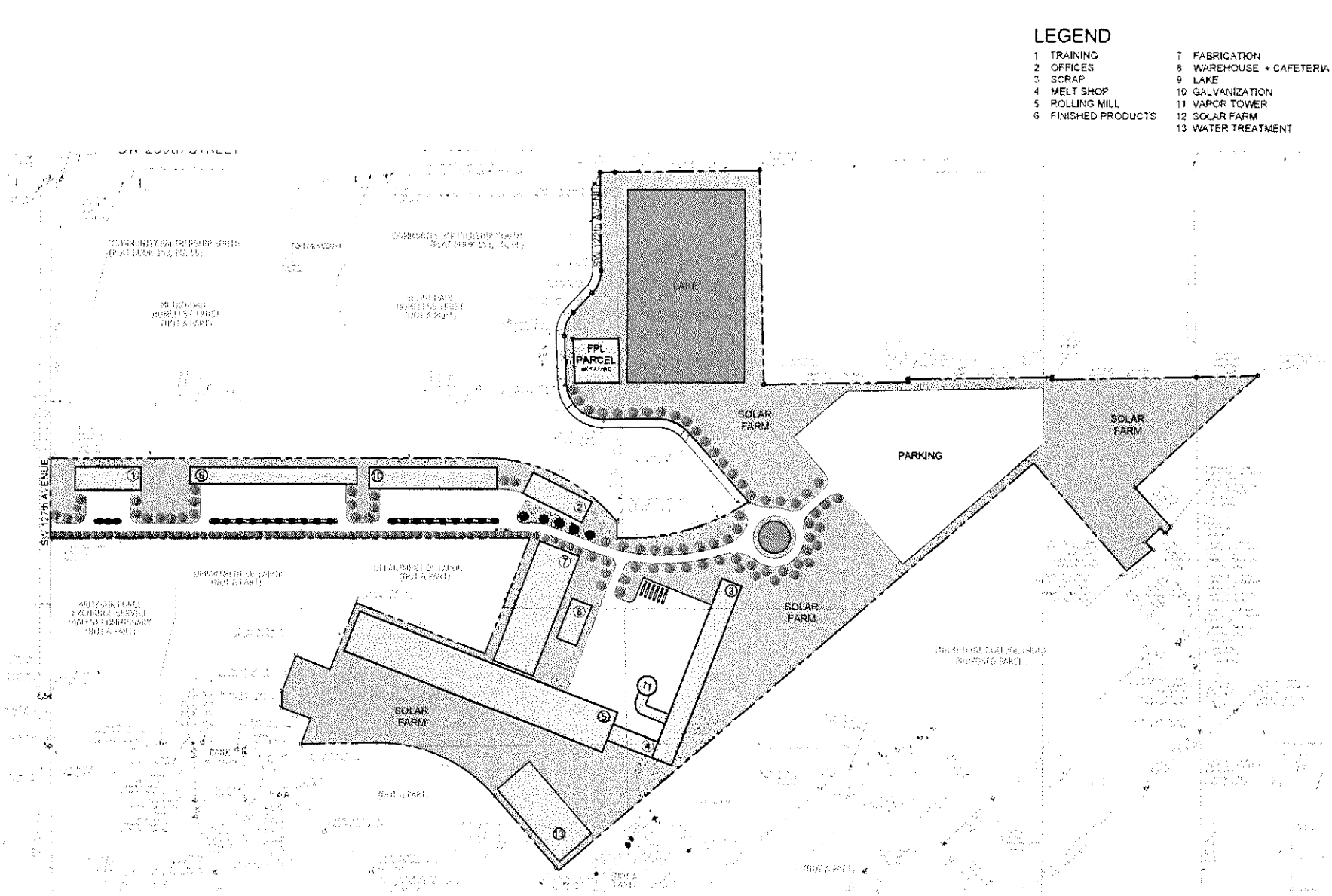
FOR MIAMI-DADE STEEL, LLC

03-86462

SHEET No.
2 OF 2

DC-6000

EXHIBIT B, CONCEPTUAL SITE PLAN



SCHEMATIC SITE PLAN
Scale: 1" = 200'-0"

63

EXHIBIT B

ECO STEEL HOMESTEAD
SCHEMATIC INDUSTRY STEEL PLANT
Homestead, FL

ANILLO TOLEDO LOPEZ
ATL ARCHITECTURE

A-1.0

This instrument was prepared by:
Monica Rizo Perez
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2800
Miami, Florida 33128

Return to:
Internal Services Department
Attention: Director
111 N.W. 1st Street, Suite 2100
Miami, Florida 33128

Folio No.: 30-7901-000-0095 (PARCEL D-1)
30-7901-000-0120 (PARCELS D-3 and D-4) (Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, Miami-Dade County (the "**County**") has approved the conveyance to Miami-Dade Steel, LLC, DBA ESteel, a Delaware limited liability company ("**Owner**"), of real property located in Unincorporated Miami-Dade County, Florida, subject to the execution of this Declaration of Restrictions ("**Declaration**"), legally described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the **"Property");** and

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

WHEREAS, the Project (as defined below) to be constructed on the Property is anticipated to provide economic development in the area via the creation of new, permanent jobs for residents of Miami-Dade County; and

WHEREAS, in order to assure the County that the Owner will develop the Project, the Improvements, and the Roadway Improvements (all as defined below), the Owner has provided the County with an irrevocable letter of credit in the amount of $8,500,000.00 to secure Owner's obligations to undertake and complete the Improvements and Roadway Improvements in accordance with this Declaration of Restrictions (the **"ILOC"**), and which will remain in effect until the issuance of a Completion Certificate (as such term is defined below) for the Improvements and the Roadway Improvements,

NOW THEREFORE, Owner, for sufficient consideration, makes the following Declaration covering and running with the Property, in order to assure the County that the representations made by Owner herein will be abided by the Owner and any future fee title owner of the Property,

Owner specifically incorporates the foregoing recitals herein, and hereby agrees and stipulates as follows:

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

2. **Permitted Use of the Property.** During the time period beginning on the date of recordation of this Declaration in the public records of Miami-Dade County, Florida (the "**Effective Date**") and expiring twenty years (20 yrs.) thereafter (the **"Term"**), the Property shall solely be used for the development and operation of a micro steel mill with associated office space and any utilities and facilities necessary to service the micro steel mill and ancillary uses to include light manufacturing of steel products (**"Permitted Uses"**). The Owner shall construct and use the Improvements (defined below) along with all other ancillary uses to be environmentally sensitive, include an exhaust system which will emit only colorless and odorless vapors, and ensure that all scrap metal recycling will take place in an enclosed facility and not in the open air.

3. **Economic Development Requirements.**

(a) Within eighteen (18) months from the Effective Date, Owner shall obtain all development approvals and building permits needed for construction of: (i) a micro steel mill to be comprised of a covered scrap metal reception center building, an Electric Arc Furnace (EAF) Melt Shop building, and a rolling mill building, all totaling no less than 200,000 square feet, and all equipment necessary for the operation of the micro steel mill; (ii) supporting facilities to consist of a warehouse, administrative offices, an employee training office, and a cafeteria/locker room, all totaling no less than 33,000 square feet; (iii) a water treatment plant of no less than 1,500 square feet that will collect and treat rain water to be used for the steel mill's operations and facilities; (iv) no less than 167,000 square feet of roads, sidewalks, sewer, water and parking facilities ((i) through (iv) collectively referred to as the "**Improvements**") and (v) the proposed right-of-way, legally described in the attached **Exhibit "B" and Exhibit "C"** attached hereto and made a part hereof (the **"Roadway Improvements"**), which Roadway Improvements the Owner shall construct, in accordance with and governed by the Miami-Dade County Department of Transportation and Public Works Standards and Specifications Parts 1, 2 and 3, and the then-current Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and highways of the Florida Department of Transportation design standards and standard specifications (**"Roadway Specifications"**), and shall thereafter diligently pursue the construction of the Improvements and the Roadway Improvements until completion thereof. Within fifty-four (54) months of the Effective Date (**"Completion Deadline"**), Owner shall substantially complete the Improvements and the Roadway Improvements, as evidenced by: (x) a temporary certificate of occupancy or a certificate of occupancy or its equivalent (jointly referred to as a **"Completion Certificate"**) and a final Inspection and

acceptance by the Department of Transportation and Public Works of the Roadway Improvements, and (y) the provision of all equipment and furnishings necessary to operate the Property for the Permitted Use, which shall be "**Substantial Completion**". Such construction of the Roadway Improvements shall be a condition of plat.

(b) By the Completion Deadline, Owner shall invest and expend no less than Two hundred and twenty-four Million Dollars ($224,000,000.00) to construct the Improvements and for the acquisition of equipment and the installation of such equipment for the proper functioning and operation of the micro steel mill. Of the Two hundred and twenty-four Million Dollars ($224,000,000.00) minimum expenditure, no more than ten percent (10%) shall be spent for soft costs associated with and necessary for the construction of the Improvements.

(c) For the purposes of verifying Owner's expenditure of Two Hundred and Twenty Four Million Dollars ($224,000,000.00) in soft costs and construction costs of the Improvements and of the acquisition and installation of equipment on the Premises, as enumerated in (b) above, within ninety (90) days of the Completion Deadline, the Owner shall submit to the Internal Services Department ("Department"), a certified audit of the monies expended in the design and construction of the Improvements and for the acquisition and installation of equipment on the Premises prepared by an independent certified public accounting firm that is approved in advance by the Department which approval shall not be unreasonably withheld, conditioned or delayed. Should the audit reveal that less than the $224,000,000 has been spent as provided for in Section 3(b) above, then the Owner shall immediately pay to the County as liquidated damages ten percent (10%) of the difference by which the $224,000,000.00 exceeds the audited amount.

(d) Within eighty-four (84) months from the Effective Date, Owner shall create, or shall cause to be created, a minimum of one hundred eighty (180) permanent, full-time or full-time equivalent permanent jobs on the Property **("Job Amount")** with an average annual salary of no less than the greater of: (i) $48,750.00; and (ii) the then-County Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida (the **"Jobs' Salary Amount"**) and, together with the Job Amount, referred to herein as the **"Job Requirement"**). Owner shall maintain the Job Requirement during the remaining life of the Term and all such jobs shall remain with the positions filled for the remaining life of the Term, to be verified annually as provided in the Section titled "Liquidated Damages for Job Deficiencies" in Section 11 herein.

(e) Within one hundred and forty-four (144) months from the Effective Date, Owner shall create, or shall cause to be created, a minimum of fifty six (56) additional, permanent, full-time or full-time equivalent jobs on the Property beyond the Job Amount ("Additional Job Amount") with an average annual salary of no less than the greater of: (i) $40,000.00; and (ii) the then-County Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida (the **"Additional Jobs' Salary Amount"** and, together with the Additional Job Amount, referred to herein as the (the **"Additional Job Requirement"**). Owner shall maintain the Additional Job Requirement during the

66

remaining life of the Term, and all such jobs shall remain with the positions filled for the remaining life of the Term, to be verified annually as provided in the Section titled "Liquidated Damages for Job Deficiencies" in Section 11 herein.

(f) For purposes of this Declaration, including but not limited to subsections 3(d) and 3(e) herein, "full-time" jobs shall mean jobs with no less than 36 hours per week and "full-time equivalent" jobs shall mean jobs with less than 36 hours per week, which, when added together provide a full-time equivalent of at least 36 hours per week, i.e. two part-time jobs of 18 hours per week would equate to one "full-time" job in furtherance of the Job Amount and Additional Job Amount minimums. Construction and other temporary jobs arising in connection with the development and construction of the Improvements shall not be counted towards satisfaction of the Job Amount or the Additional Job Amount.

(g) For purposes of this Declaration, including but not limited to subsections 3(d) and 3(e) herein, the determination of the Job Amount and Additional Job Amount created and maintained by the Owner shall be certified in the form of an annual report based upon the RT-6 filings with the State of Florida attached as **Exhibit "E" ("Job Certificate")** to this Declaration, to evidence the number of Certified Jobs during the previous year and the average salary paid, prepared and certified by: (1) the Owner's Certified Public Accountant; (2) the Owner; or (3) an agent of the Owner who has been duly authorized to sign on behalf of the Owner, as evidenced by a corporate manager or officer. In conjunction with such annual report, the Owner shall submit an affidavit or other written affirmation attesting that the Job Amount's and Additional Job Amount's certifications in said report are true and correct to the best of the Owner's knowledge and belief.

(h) Owner agrees that it shall require all consultants, architects, and design professionals undertaking professional architectural and engineering services for the Property and for the Improvements to adhere to the provisions of the County's Small Business Enterprise Architecture & Engineering **("CBE-A/E")** Program. Specifically, Owner shall require by contract, for those contracts executed after the Effective Date, that all consultants, architects, and design professionals undertaking professional architectural and engineering services for the Property consult with the County's Small Business Division in the Internal Services Department **("SBD")** so as to allow SBD to review and recommend a hiring goal for all such firms undertaking work for the Property, including Small Business Enterprise Goods and Services **("SBE")** Program measures and comply with the monitoring procedures set forth in the CBE-A/E Program and SBE Program.

(i) Owner agrees that it shall require all contractors and construction managers undertaking construction work at the Property to adhere to the provisions of the County's Small Business Enterprise Construction Services Program **("CSBE")** Program. Specifically, Owner shall require by contract, for those contracts executed after the Effective Date, that all contractors and construction managers undertaking construction work at the Property consult with SBD so as to allow SBD to review and recommend a hiring goal for all such

firms undertaking work for the Property, including SBE Program measures, and comply with the monitoring procedures set forth in the CSBE Program and SBE Program.

(j) Owner shall require its contractor(s) and construction manager(s) to, at a minimum, utilize SBD's hiring clearinghouse, Employ Miami-Dade, and Career Source South Florida, to recruit workers to fill needed positions for skilled laborers on the Project and to coordinate with Neighbors and Neighbors Association, Inc., a Florida not for profit corporation, for the filling of jobs.

(k) Owner agrees that it shall be responsible to pay the SBD for any costs of monitoring SBD goals during the construction of the Improvements and Roadway Improvements. Owner shall pay, within thirty (30) days of any invoice sent by SBD to Owner, such annual costs based on an initial estimate of $110,617.00, subject to annual increases for merit, cost of living or operating increases.

(l) Owner shall require all contractors and construction managers undertaking construction work on the Property to pay at least the County's Living Wage rate and the qualifying Health Benefit Plan as if each such person working was a service contractor performing covered services as defined in, and all in accordance with, Section 2-8.9 of the Code of Miami-Dade County, Florida.

(m)All construction and site development plans (inclusive of drainage) and dewatering plans for the Property for the Improvements and any other construction undertaken on the Property during the Term, shall require the review and approval from the Miami-Dade County Department of Regulatory and Economic Resources-Division of Environmental Resources Management ("**DERM**"), or successor agency, as it relates to environmental contamination issues. Furthermore, the Owner shall prepare and submit to DERM for review and approval a Soil Management Plan, Dust Control/Air Monitoring Plan, and Health and Safety Plan prior to site development and construction in any area of the Property where there is documented soil or groundwater contamination as determined by a Phase 2 Environmental Site Assessment and site investigation conducted in accordance with ASTM Standards and Chapter 24, Code of Miami-Dade County. Owner shall not itself use and shall not permit any third parties to use on-site groundwater or surface water without prior DERM review and approval.

(n) Owner agrees to dedicate that portion of SW 122nd Avenue running adjacent to the Property (**"SW 122nd Avenue"**), and which is more specifically identified in **Exhibit "C"** hereto, to the County by plat. Prior to conveyance and acceptance by plat, the Owner shall complete construction of the Roadway Improvements two lane roads, in accordance with and governed by the Roadway Specifications. Owner shall diligently seek and obtain a final inspection and acceptance by the Department of Transportation and Public Works (**"DTPW"**) of the Roadway Improvements, which acceptance by DTPW shall be deemed to constitute the completion of construction of the Roadway Improvements. Following written acceptance by DTPW, Owner shall thereafter continuously and uninterruptedly

maintain the Roadway Improvements in accordance with the Roadway Specifications. The maintenance obligations set forth in this Section 3(n) shall expressly survive the expiration of the Term and shall exist in perpetuity.

(o) Following acceptance by DTPW of the Roadway Improvements and dedication by plat of SW 122nd Avenue, the Owner may reduce the amount of the ILOC by $4,200,000.00 such that the remaining balance of the ILOC shall thereafter be no less than $4,300,000.00. The County shall only accept DTPW's written approval of the Roadway Improvements as evidence of completion of construction of the Roadway Improvements.

Such requirements in this Section 3 shall collectively be referred to as "Declaration Requirements."

4. **Required Consultation.** Prior to commencing any construction work on the Property, Owner shall submit for review its development plans including, but not limited to, signed and sealed architectural and engineering construction drawings for the Property to the Department of the Air Force, Air Force Reserve Command ("**USAF**") (located at Homestead Air Reserve Base), in order to allow USAF to determine if the proposed construction, if undertaken in accordance with the submitted development plans, will have a potential, adverse impact to the USAF's flight operations. Owner agrees to work collaboratively with the USAF to address USAF's concerns and, if USAF's concerns arise from a violation of, or a failure to adhere to, a Federal Aviation Administration ("FAA") Determination of Hazard, a USAF safety evaluation, any rule, regulation, or policy statement of the Federal Government (including, but not limited to, the FAA, the USAF, or the DoD Siting Clearinghouse), Owner shall make all revisions to its development plans necessary to remove those potential impacts to USAF's flight operations. The obligations and restrictions contained in this Section 4 expressly survive the expiration of the Term and shall exist in perpetuity on the Property.

5. **Costs of Compliance.** Owner shall be solely responsible and liable for any and all costs, expense, and liabilities arising out of or relating to the Owner's obligations and responsibilities under this Declaration and compliance therewith.

6. **Non-Discrimination.** Owner shall not discriminate upon the basis of race, color, religion, national origin, sex, age, ancestry, disability, marital status, pregnancy, sexual orientation, or veteran status against any person, either directly or indirectly: (a) in the use, occupancy, or lease of the Property; (b) from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property; and (c) in the construction of any Improvements on, over, or under the Property and the furnishings of services thereon. Owner shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to, provisions pertaining to employment.

7. **Enforcement**. The County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or equity. This

Declaration shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Declaration shall be Miami-Dade County.

8. **County Inspection and Audit Rights**. Owner shall have the obligation to retain and make available to the County, and its representatives, all books, documents and records of Owner pertaining to this Declaration and to Owner's compliance with the terms and conditions of this Declaration and all applicable laws including but not limited to those documents and records contemplated by the Miami-Dade County Inspector General and IPSIG provisions described below. It is hereby agreed that the County, or its duly authorized agents, shall have the right upon reasonable notice of not less than five business days to inspect the Property, or Owner's financial and accounting records, maintenance records, or other corporate documents related to the construction or maintenance of the Improvements to determine whether the requirements herein are being fully complied with, including but not limited to, the achievement of Substantial Completion, the expenditure of funds and the creation and maintenance of jobs. Upon the County's (or its representative's) request, Owner will promptly and without charge make available all such books, documents and records of Owner to the County.

9. **Covenant Running with the Land**. This Declaration shall constitute a covenant running with the land on the Property, shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon Owner and its subsidiaries, successors and assigns for the Term of this Declaration, unless this Declaration is modified, amended or released by mutual agreement of the County and the Owner or the then-owner of the Property. The County's approval or denial of any such amendment, modification or release shall be granted, denied, conditioned or delayed in the County's sole and absolute discretion and shall be evidenced by resolution of the Board of County Commissioners of Miami-Dade County (the **"Board"**). Owner, its subsidiaries, successors, and assigns agree that acceptance of this Declaration is legally binding upon them, and does not in any way obligate or provide a limitation on the County. The time limitation set forth in this Section shall not apply to any term or provision of this Declaration that by its terms expressly survives the termination or expiration of this Declaration, as specified in this Declaration.

10. **Assignment, Lease or Subsequent Conveyance**. Prior to the first Reporting Date (as defined below), Owner shall not assign, lease, or convey the Property, to any person or entity whatsoever without the prior written consent of the County, as evidenced by a resolution of the Board, which shall be considered, approved or denied in the sole and absolute discretion of the Board; provided however that Owner may assign or convey the Property to a permitted subsidiary or affiliate of Owner with the prior written consent of the County Mayor or Mayor's designee which shall be considered, approved or denied in his/her sole and absolute discretion. A "permitted subsidiary or affiliate of Owner" as used in the preceding sentence is one in which the Owner must hold at least 51% interest, Notwithstanding anything to the contrary contained herein, the foregoing restriction on assignment, lease or conveyance shall not apply to: (a) an assignment, conveyance or other transfer in connection with any loan encumbering the Property, including without limitation a collateral assignment, deed of trust, mortgage, other security instrument,

foreclosure, deed in lieu of foreclosure or other security instruments or assignments required by Owner's lender; (b) sale, lease or other conveyance by any entity acquiring the Property pursuant to a foreclosure sale or deed in lieu of foreclosure; or (c) the sale, lease or other conveyance of up to ten (10) acres of the Property to Florida Power and Light (**"FPL"**) primarily and principally for the purpose of allowing FPL to construct and operate the necessary facilities to provide adequate electric power service to the Property for the Project. The restrictions in this paragraph are referenced herein as the **"Transfer Restriction"**.

11. Liquidated Damages for Job Deficiencies. It is acknowledged that there will be significant economic development and benefits that will accrue to the County and its residents from the development and operation of the Property for the Permitted Uses. It is further acknowledged that should Owner fail to comply with the Declaration Requirements pertaining to job creation as set forth in subsections 3(d)-(f) of this Declaration, the damages consequent upon such a breach are not readily ascertainable. Accordingly, should Owner fail to meet or satisfy the obligations contained in subsections 3(d)-3(f) of this Declaration, the County shall be entitled to receive, and the Owner shall be required to pay, as liquidated damages (**"LDs"**), and not as a penalty, the amounts set forth in subsection 11(c) below.

(a) **Reporting Requirement.** On the dates that are ten (10) years from the Effective Date, fifteen (15) years from the Effective Date, and twenty (20) years from the Effective Date (each a **"Reporting Date"** and cumulatively the **"Reporting Dates"**), Owner shall calculate and record the average number of full-time or full-time equivalent jobs, which shall be in no case less than the Job Amount, that were created and are being maintained on the Property for the three (3)-year period prior to each of the Reporting Dates and that have an average annual salary per job of no less than the Jobs' Salary Amount. During the 15-year and 20-year Reporting Dates, the Owner shall calculate and record the average number of full-time or full-time equivalent jobs beyond those being reported in satisfaction of the Job Requirement, which shall be in no case less than the Additional Job Amount and which shall have an average annual salary per job of an amount that is no less than Additional Jobs' Salary Amount. The calculations for each of the Reporting Dates shall be made based solely on the averages for the immediately preceding three years. The average number of full-time or full-time equivalent jobs with an average annual salary per job: (x) equal to the Jobs' Salary Amount or more for each of the Reporting Dates as calculated in this section shall be at least the Job Amount; and (y) equal to the Additional Jobs' Salary Amount or more for each of the 15-year and 20-year Reporting Dates as calculated in this section shall be at least the Additional Job Amount. Owner shall provide the County with a written report setting forth the information on the Job Amount, the Jobs' Salary Amount, the Additional Job Amount, and the Additional Jobs' Salary Amount on each Reporting Date for the immediately preceding three (3) year period, which reports shall be certified by an officer of the employer(s) occupying the Property, along with all pertinent supporting documentation. None of the information, jobs, and corresponding salaries that are used to calculate the Job Requirement on any

Reporting Date shall be used to calculate the Additional Job Requirement on any Reporting Date. The County and Owner acknowledge and agree that it shall be the burden of Owner to establish, to the satisfaction of the County, that the Job Requirement and the Additional Job Requirement have been met.

(b) **Calculations.** In calculating the average salaries of the permanent, full-time or full-time equivalent permanent jobs on the Property in order to determine if the Job Requirement has been met, a job with an annual salary of less than the Job Salary Amount may average with a job with an annual salary of more than the Job Salary Amount to satisfy the Job Requirement. Likewise, in calculating the average salaries of the permanent, full-time or full-time equivalent permanent jobs on the Property in order to determine if the Additional Job Requirement has been met, a job with an annual salary of less than the Additional Job Salary Amount may average with a job with an annual salary of more than the Additional Job Salary Amount to satisfy the Additional Job Requirement. The **"Average Jobs Number"** shall be determined by: (i) multiplying the number of jobs created at a particular salary by the salary for such jobs; (ii) adding all of the factors obtained from the multiplication of salary x jobs; and (iii) dividing by the Job Salary Amount or the Additional Job Salary Amount, as applicable, as of that date. For example, if on the first Reporting Date, Owner reports that it has created 100 jobs with a salary of $45,000 (100 x $45,000 = $4,500,000) and 80 jobs with a salary of $55,000 (80 x $55,000= $4,400,000) and the Job Salary Amount as of that date is $48,750, then the Average Jobs Number for the Job Requirement is 182 [($4,500,000 + $4,400,000 = $8,900,000) / $48,750 = 182.56] and the Job Requirement has been met because the Average Jobs Number for the Job Requirement at the or above the Jobs Salary Amount is greater than the Job Amount of 180. If, for example, on the first Reporting Date, Owner reports that it has created 100 jobs with a salary of $40,000 and 80 additional jobs at $45,000 and the Additional Job Salary Amount as of that date is $47,850, then the "Average Jobs Number" for the Additional Job Requirement shall be 158 and there shall be a "Job Shortage Number" for the Additional Job Requirement (as such term is defined below) of 22. The Average Jobs Number shall always be rounded down to the nearest whole number. Under this second example, the Additional Job Requirement of 56 full-time or full-time equivalent jobs with an average annual salary of no less than the Additional Job Salary Amount will not be satisfied for such Reporting Date, and an LD will be payable as provided in subsection 10(c) below. **"Job Shortage Number"** means (i) the Job Amount or the Additional Job Amount, as applicable, minus (ii) the applicable Average Jobs Number calculated for the Job Amount or Additional Job Amount, as applicable.

(c) **LD Amounts.** If Owner fails to meet the 3-year Average Jobs Number for the Job Requirement on any Reporting Date, then Owner or its successor or assign shall pay to the County as an LD the amount equal to the Job Salary Amount multiplied by the Job Shortage Number. Likewise, if Owner fails to meet the 3-year Average

Jobs Number for the Additional Job Requirement on any Reporting Date, then Owner or its successor or assign shall pay to the County as an LD the amount equal to the Additional Job Salary Amount multiplied by the Job Shortage Number. Any LDs due and owing on any Reporting Date as a result of a deficiency in the 3-year Average Jobs Number for the Job Requirement shall be distinct and in addition to any LDs due and owing on any Reporting Date as a result of a deficiency in the 3-year Average Jobs Number for the Additional Job Requirement. Any LDs due and owing shall be paid to the County within sixty (60) days after the applicable Reporting Date. For example, if the 3-Year Average Jobs Number for the Job Requirement on the first Reporting Date (10 years after the Effective Date) is 158, as under the second example above, the Job Shortage Number will be (i) 180, minus (ii) 158. In this example, the LDs would be $48,750 X 12.5% (the "penalty rate") = $6,093.75, multiplied by 22 jobs, or $134,062.50. At 15 years after the Effective Date, the penalty rate is 13.5%. At 20 years after the Effective Date, the penalty rate is 14.5%.

12. **Enforcement of LDs.** In addition to all other remedies available to the County in law or in equity, the County may enforce payment of any LDs due under this Declaration by the filing of a special assessment lien by the County against the Property that shall remain a lien equal in rank and dignity to a lien of County ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the Property, until the lien is fully paid, discharged, released or barred by law. Upon payment of all LDs due to the County, this Declaration shall terminate at the expiration of the Term, and shall be cancelled of record upon request by the then-owner, save and except for any surviving provisions pursuant to the express terms of this Declaration. No LDs shall be due or payable following any time period after the expiration of the Term.

13. **Remedies for Other Breaches.**

(a) In the event that Owner violates or fails to comply with the Transfer Restriction, the County may provide thirty (30) days written notice to Owner or any approved successor or assignee of such breach in order to provide the opportunity to cure the breach of the Transfer Restriction (**"Grace Period"**). If after expiration of the Grace Period, Owner or its approved successor or assignee has not remedied said breach of the Transfer Restriction, then, at the option of the County and following ten (10) days' written notice, the Property shall immediately revert to the County free and clear, without encumbrances, along with any and all improvements thereon, without liability, cost or expense to the County (the **"Transfer Reversion Right"**). These rights of reversion shall be in addition to any other remedy that the County may have herein and/or at law or in equity. The Transfer Reversion Right and Transfer Restriction shall terminate and become null and void upon Substantial Completion of the Improvements.

In the event that Owner, for whatever reason, fails to achieve Substantial Completion for Improvements by the Completion Deadline, the Owner shall be in default and in material breach of this Declaration. The County may provide written notice to the Owner of said default and

breach and an opportunity to cure the breach and achieve Substantial Completion for the Improvements within a twelve (12) month period of time following the County's notice ("**Additional Completion Period**"). If after expiration of the Additional Completion Period, Owner has not achieved Substantial Completion for the Improvements, as determined in the County's reasonable discretion, at the option of the County (i) upon ten (10) days' written notice by certified mail, that portion of the Property legally described in **Exhibit "D"** attached hereto and made a part hereof (the **"Reversionary Property"**) shall immediately revert to the County free and clear, without encumbrances, along with any and all improvements thereon, without cost or expense to the County (the **"Improvement Reversion Right"**), and (ii) the County shall also have the right to draw on the entire amount of the ILOC.

The reverter shall immediately become effective upon the date the written notice from the County to Owner is received by Owner (the "**Effective Reverter Date**"). The County shall have the right to immediate possession on the Effective Reverter Date and may file a Notice of Reverter. In the event the County exercises the reverter, upon written request, Owner shall immediately provide the County with a deed of conveyance of the Reversionary Property back to the County. However, failure to provide such deed of conveyance shall not impact the County's reverter, which becomes effective on the Effective Reverter Date.

(b) Additionally, if the Owner fails to complete construction of the Roadway Improvements in accordance with Section 3(n) by the Completion Deadline, the Owner shall be in default and material breach of this Declaration. If, following a written notice to Owner of said default and breach and the expiration of sixty (60) days thereafter during which the default and breach have not been cured, then the County shall have the right to draw on the ILOC for the amount that the County reasonably determines it will need to self-perform and complete the Roadway Improvements.

(c) It is acknowledged that there will be significant economic development and benefits that will accrue to the County and its residents from the development and operation of the Property for the Permitted Uses and of the Roadway Improvements. It is further acknowledged that in the event that Owner fails to comply with the restrictions herein pertaining to Substantial Completion, the damages consequent upon such a breach are not readily ascertainable. Accordingly, the County shall be paid, and the Owner shall be required to pay, the proceeds which are the subject of the ILOC as a liquidated damage, and not as a penalty, in the event of the failure to achieve Substantial Completion of the Roadway Improvements or the Improvements by the Completion Deadline.

(d) The Improvement Reversion Right shall terminate and become null and void upon the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy issued by Miami-Dade County for all the Improvements.

(e) In addition to the remedies set forth in this Section 13, in the event of breach of the Transfer Reversion Right, failure to timely achieve the Completion Deadline, or breach of any of the other terms or conditions in this Declaration, the County may, following a notice of default and

applicable cure period (which, in the absence of a specified cure period shall be 30 days), and if Owner or its successor or assignee has not remedied the default, pursue any remedy that the County may have at law or in equity, including specifically, seeking injunctive and declaratory relief, provided that (i) no reversion right shall apply except as expressly permitted in this Declaration, and (ii) in the event of a breach of the Job Requirement or Additional Job Requirement, as applicable, the County's remedy shall be to recover LDs in accordance with Section 11 of this Declaration.

(e) Nothing in this Section 13 shall affect or impact the portion of the Property which has not reverted pursuant to the provisions herein, and all other provisions in this Declaration shall remain in full force and effect with respect to such property.

14. **Subordination**. Notwithstanding anything to the contrary herein, the Transfer Reversion Right shall be subordinate to any lender (non-affiliated with the Owner) providing financing directly related to and for the development of the Property, it being acknowledged and understood that the rights given to the lender/holder of the mortgage documents and related financing rights shall be superior to the Transfer Reversion Right in the event it is triggered under this Declaration. Notwithstanding the subordination of this right, all other terms and provisions in this Declaration, all of which run with the land, shall remain in full force and effect, and shall not be subordinated. .

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

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

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

(c) Notwithstanding and prevailing over any contrary provision in this Declaration, nothing contained in this Declaration shall bind the Board of County Commissioners, the County's Planning and Zoning Department, RER, or any other County, federal or state

department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

16. Inspector General Reviews/Audit & Compliance.

(a) **Independent Private Sector Inspector General Reviews**. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("**IPSIG**"), whenever the County deems it appropriate to do so. Subject to all applicable laws, upon written notice from the County, Owner shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Declaration for inspection and reproduction. The terms of this provision herein, apply to Owner, its successors and assigns. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the obligations and performance of Owner in connection with, and as and when provided under, this Declaration. The terms of this Section shall not impose any liability on the County by Owner or any third party.

(b) **Miami-Dade County Inspector General Review**.

i. According to Section 2-1076 of the Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below.

ii. Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Owner. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Lease. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Owner, the services of an IPSIG to, subject to all applicable laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Owner, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Declaration and to detect fraud and corruption.

iii. Upon written notice to Owner from the Inspector General or IPSIG retained by the Inspector General, Owner shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Owner. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Owner, copy all such documents and records in the Owner's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Declaration, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

17. **Commission Auditor**. The Commission Auditor shall have the right to inspect and audit the books, records, financial statements and operations of Owner as they relate to the performance of this Declaration all in accordance with Section 2-481 of the County Code and Owner agrees to comply with same.

18. **Force Majeure**. Notwithstanding anything to the contrary herein, Owner shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms and conditions of this Declaration when prevented from so doing by events of "Force Majeure" or other acts of God, to include without limitation, acts of the public enemy, quarantine restriction, wars, insurrection, hostilities, terrorism, riots, revolutions or civil commotions, strikes, lock-outs, or labor controversies (but only to the extent such actions do not result from an act or omission of the Owner), freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative, national or local emergencies, epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood, or any court orders, injunctions, temporary restraining orders, or other legal decisions materially affecting, limiting, restricting or prohibiting the development of Improvements. Owner shall only be entitled an extension of time equal to the exact same period of the force majeure delay to complete its duty to perform under the terms and conditions of this Declaration and any such extensions of time due to Force Majeure shall be memorialized in a written instrument, executed by the County and Owner, and recorded in the public records. In addition, there shall be an extension of the Term commensurate with any extensions of time for Force Majeure.

19. **Indemnification**. Owner or its successors or assigns shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a

result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the County's conveyance of the Property to Owner, or the performance of any act under this Declaration or compliance with the terms of this Declaration by the Owner or its successors or assigns or their employees, agents, partners, principals or subcontractors. Owner or its successors or assigns shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Owner or its successors or assigns expressly understands and agrees that any insurance protection provided by Owner or its successors or assigns shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision survives the termination of this Declaration.

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

21. **Recording.** This Declaration shall be recorded in the public records of Miami-Dade County, Florida at the cost of Owner, immediately following the conveyance of the Property to Owner and the recordation of the County Deed of conveyance to Owner. This Declaration shall become effective immediately upon the date of recordation of this Declaration in the public records of Miami-Dade County, Florida.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the BUYER and SELLER have duly executed this Agreement as of the date written above:

BUYER:

MIAMI-DADE STEEL, LLC., DBA ESteel
a Delaware Limited Liability Company
151 SE 15th Rd. #1901,
Miami, Florida 33129

_____ (SEAL)

Witness:_____

Witness Print Name:_____

By:_____

Name: Gustavo Lopez

Title: Chief Executive Officer

SELLER:

MIAMI-DADE COUNTY, FLORIDA

ATTEST:
HARVEY RUVIN, CLERK

By: _____

Clerk

By:_____

Name:_____

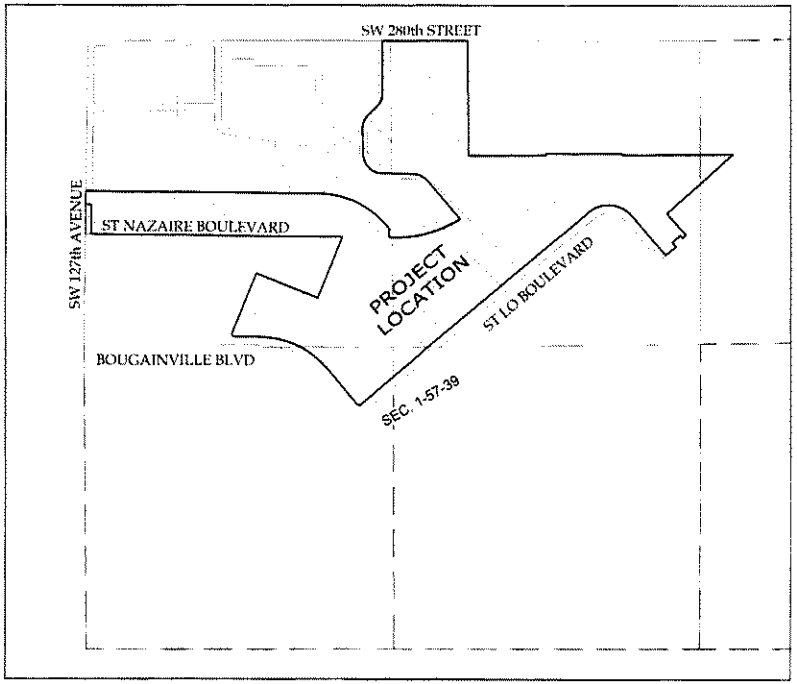
Title:_____

Approved by County Attorney as
to form and legal sufficiency:

By:_____

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

BOUNDARY SURVEY



LOCATION SKETCH (SCALE 1"=500')
IN SECTION 1, TOWNSHIP 57S, RANGE 39E AND
N.W. 1/4 SECTION 6, TOWNSHIP 57S, RANGE 40E
MIAMI-DADE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of Section 1, Township 57 South, Range 39 East and Northwest one-quarter (N.W. 1/4) of Section 6, Township 57 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 1, Township 57 South, Range 39 East; THENCE South 00°05'17" East, along the West line of said Section 1, a distance of 1,315.96 feet to the POINT OF BEGINNING; THENCE North 89°53'07" East, a distance of 2,034.80 feet to a point of curvature of a circular curve concave to the Southwest having as its elements a radius of 800.00 feet and a central angle of 51°18'09"; THENCE Southeasterly, along the arc of said curve for an arc distance of 716.32 feet to a point of non-tangency; THENCE South 00°09'54" East, a distance of 75.00 feet; THENCE North 89°55'49" East, a distance of 52.98 feet to a point of curvature of a circular curve concave to the Northwest having as its elements a radius of 1,020.84 feet and a central angle of 33°31'02"; THENCE Northeasterly, along the arc of said curve for an arc distance of 597.19 feet to a point of non-tangency; THENCE North 40°59'44" West, a distance of 427.19 feet to a point of curvature of a circular curve concave to the Southwest having as its elements a radius of 200.00 feet and a central angle of 49°39'55"; THENCE Northwesterly, along the arc of said curve for an arc distance of 173.36 feet; THENCE South 89°20'21" West, a distance of 248.89 feet to a point of curvature of a circular curve concave to the Northeast having as its elements a radius of 175.00 feet and a central angle of 89°17'31"; THENCE Northwesterly and Northerly, along the arc of said curve for an arc distance of 272.67 feet; THENCE North 00°57'52" West, a distance of 225.97 feet to a point of curvature of a circular curve concave to the Southeast having as its elements a radius of 150.00 feet and a central angle of 46°38'16"; THENCE Northeasterly, along the arc of said curve for an arc distance of 121.75 feet; THENCE North 45°46'08" East, a distance of 124.75 feet to a point of curvature of a circular curve concave to the Northeast having as its elements a radius of 150.00 feet and a central angle of 44°30'53"; THENCE Northeasterly and Northerly, along the arc of said curve for an arc distance of 116.54 feet; THENCE North 00°45'15" West, a distance of 463.56 feet; THENCE North 89°36'24" East, a distance of 40.53 feet; THENCE North 89°58'07" East, a distance of 678.49 feet; THENCE South 01°14'07" East, a distance of 1,662.59 feet; THENCE North 89°52'35" East, a distance of 676.64 feet; THENCE North 01°14'06" West, a distance of 14.42 feet; THENCE North 89°08'34" East, a distance of 676.94 feet; THENCE South 00°59'02" East, a distance of 31.08 feet; THENCE South 89°52'48" East, a distance of 676.94 feet; THENCE North 86°26'15" East, a distance of 289.45 feet; THENCE South 47°20'31" West, a distance of 780.84 feet; THENCE South 42°39'07" East, a distance of 246.14 feet; THENCE South 36°20'25" West, a distance of 40.36 feet; THENCE North 41°37'10" West, a distance of 35.49 feet; THENCE South 48°14'20" West, a distance of 96.31 feet; THENCE South 45°16'26" East, a distance of 48.14 feet; THENCE South 49°41'59" West, a distance of 119.92 feet; THENCE North 40°00'01" West, a distance of 448.27 feet to a point of curvature of a circular curve concave to the South having as its elements a radius of 275.00 feet and a central angle of 89°58'00"; THENCE Northwesterly, Westerly and Southwesterly, along the arc of said curve for an arc distance of 431.83 feet; THENCE South 49°58'01" West, a distance of 2604.55 feet, to a point of curvature of a circular curve concave to the Northeast having as its elements a radius of 1,040.84 feet and a central angle of 89°58'43"; THENCE Westerly and Northwesterly, along the arc of said curve for an arc distance of 29.25 feet; THENCE North 40°00'20" West, a distance of 392.62 feet, to a point of curvature of a circular curve concave to the Southwest having as its elements a radius of 200.00 feet and a central angle of 40°00'41"; THENCE Northwesterly and Westerly, along the arc of said curve for an arc distance of 139.71 feet; THENCE South 89°58'46" West, a distance of 209.36 feet, to a point of curvature of a circular curve concave to the Northeast having as its elements a radius of 25.00 feet and a central angle of 89°58'43"; THENCE Northwesterly, along the arc of said curve for an arc distance of 49.66 feet; THENCE North 20°14'16" West, a distance of 234.09 feet; THENCE North 20°14'04" East, a distance of 331.81 feet; THENCE South 69°44'48" East, a distance of 579.26 feet; THENCE North 21°08'51" East, a distance of 579.86 feet; THENCE South 89°52'42" West, a distance of 2200.32 feet; THENCE North 00°05'17" West, a distance of 257.63 feet; THENCE South 89°54'43" East, a distance of 50.00 feet; THENCE North 00°05'17" West, a distance of 116.11 feet, to the POINT OF BEGINNING.

Containing an area of 5,359,395 square feet (123.03 acres) more or less.

LINE TABLE					
CURVE #	LENGTH	DIRECTION	CURVE #	LENGTH	DIRECTION
L1	2034.80'	N89°53'07"E	L20	40.36'	S36°20'21"W
L2	75.00'	S00°09'54"E	L21	35.49'	N41°37'10"W
L3	52.98'	N89°55'49"E	L22	96.11'	S48°13'20"W
L4	427.19'	N40°59'44"W	L23	48.14'	S45°16'26"E
L5	248.80'	S89°20'21"W	L24	119.92'	S49°41'59"W
L6	225.81'	N00°22'07"W	L25	448.27'	N40°05'03"W
L7	126.70'	N45°46'08"E	L26	2604.55'	S49°58'07"W
L8	463.56'	N00°45'15"W	L27	392.62'	N40°00'20"W
L9	40.53'	N89°36'24"E	L28	209.36'	S89°58'46"W
L10	678.49'	N89°08'07"E	L29	234.09'	N20°14'16"E
L11	1662.59'	S01°14'07"E	L30	331.81'	N20°14'04"E
L12	676.64'	N89°52'35"E	L31	579.26'	S69°44'48"E
L13	14.42'	N01°14'06"W	L32	579.86'	N21°08'51"E
L14	676.38'	N89°08'34"E	L33	2200.32'	S89°52'42"W
L15	31.08'	S00°59'02"E	L34	257.63'	N00°05'17"W
L16	676.94'	N89°52'48"E	L35	50.00'	S89°54'43"W
L17	289.45'	N86°26'15"E	L36	116.11'	N89°09'17"W
L18	780.84'	S47°20'31"W			
L19	246.14'	S42°39'07"E			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	716.32'	800.00'	51°18'09"
C2	597.19'	1020.84'	33°31'02"
C3	173.36'	200.00'	49°39'55"
C4	272.67'	175.00'	89°17'31"
C5	121.75'	150.00'	46°08'16"
C6	116.54'	150.00'	44°30'53"
C7	431.83'	275.00'	89°58'00"
C8	29.25'	25.00'	89°50'43"
C9	139.71'	200.00'	40°00'53"
C10	49.66'	25.00'	113°47'29"





SURVEYOR'S NOTES:

- This site lies in Section 1, Township 57 South, Range 39 East and N.W. 1/4 Section 6, Township 57 South, Range 40 East, Miami-Dade County, Florida.
- This site was not searched for easements or rights-of-way of record. Client is advised to get a commitment for title insurance that may list items of record. Surveyor makes no statement as to ownership which is subject to an opinion of title by a licensed Florida attorney at law.
- This survey is subject to any facts that may be disclosed by a full and accurate title search.
- Improvements in or adjacent to the subject parcel have not been located except as shown. No underground foundations have been located as part of this survey.
- This survey does not make any representation as to zoning or developments restrictions as the subject parcel.
- All record recording references are from the public records of Miami-Dade County.
- Bearings shown hereon are assumed and are referenced to the South line of N.W. 1/4 Section 1, Township 57 South, Range 39 East having an assumed bearing of North 89°58'24" East.
- All distances are in feet and decimals thereof unless otherwise noted.
- Dimensions indicated hereon are calculated from field measurements using a total station electronic distance measurement (EDM) unless otherwise noted.
- Underground improvements and/or underground measurements, where they are not visible at surface ground level (such as pipes, including but not limited to buildings, structural appurtenances, storm drainage systems, tanks or cylinders, etc.) the location of visible utilities shown hereon were field located.
- No attempt was made by the surveyor to locate underground utilities.
- No attempt was made by the surveyor to determine current rights, ownership and/or responsibility adjacent thereto.
- There is no visible evidence of wetlands, rubbish pits, sloughs, dead or wells, cisterns or sink holes on the herein described property.
- Elevations are not shown in this survey (FEMA Flood Map zone not considered or reviewed).
- The certificate of authorization number of Biscayne Engineering Company is LB 0002429.
- The accuracy of the survey measurements shown hereon is based on the type of survey and registered use of the survey. Redundant measurements and computational checks substantiate the survey results. Redundancy of measurements was obtained by multiple occupations of found and set control points. These methods have been tested by BEC and found to have an expected accuracy of a 0.01' foot.
- This survey is certify to MIAMI-DADE COUNTY.
- Boundary corners not shown hereon will be set once construction completed with client and Miami-Dade County.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BISCAYNE ENGINEERING COMPANY, INC.
209 WEST FLAGLER STREET, MIAMI FL 33130
305-324-7671
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION LB# 0002429

SURVEY DATE: 03-12-2019

SELWYN P. BISCAYNE, P.S.M. FLORIDA 5356
PROFESSIONAL SURVEYOR AND MAPPER NO. 5356
STATE OF FLORIDA

BISCAYNE ENGINEERING
SURVEYORS • ENGINEERS
PLANNERS
• SINCE 1983 •
WAREHOUSE
525 W. FLAGLER ST. MIAMI, FL 33130
TEL: (305) 324-7671 FAX: (305) 324-7675
MAIN OFFICE
46 NW 36TH ST. 2ND FLOOR MIAMI, FL 33128
E-MAIL: INFO@BISCAYNEENGINEERING.COM
WEB: WWW.BISCAYNEENGINEERING.COM

BOUNDARY SURVEY

FOR: MIAMI-DADE STEEL, LLC

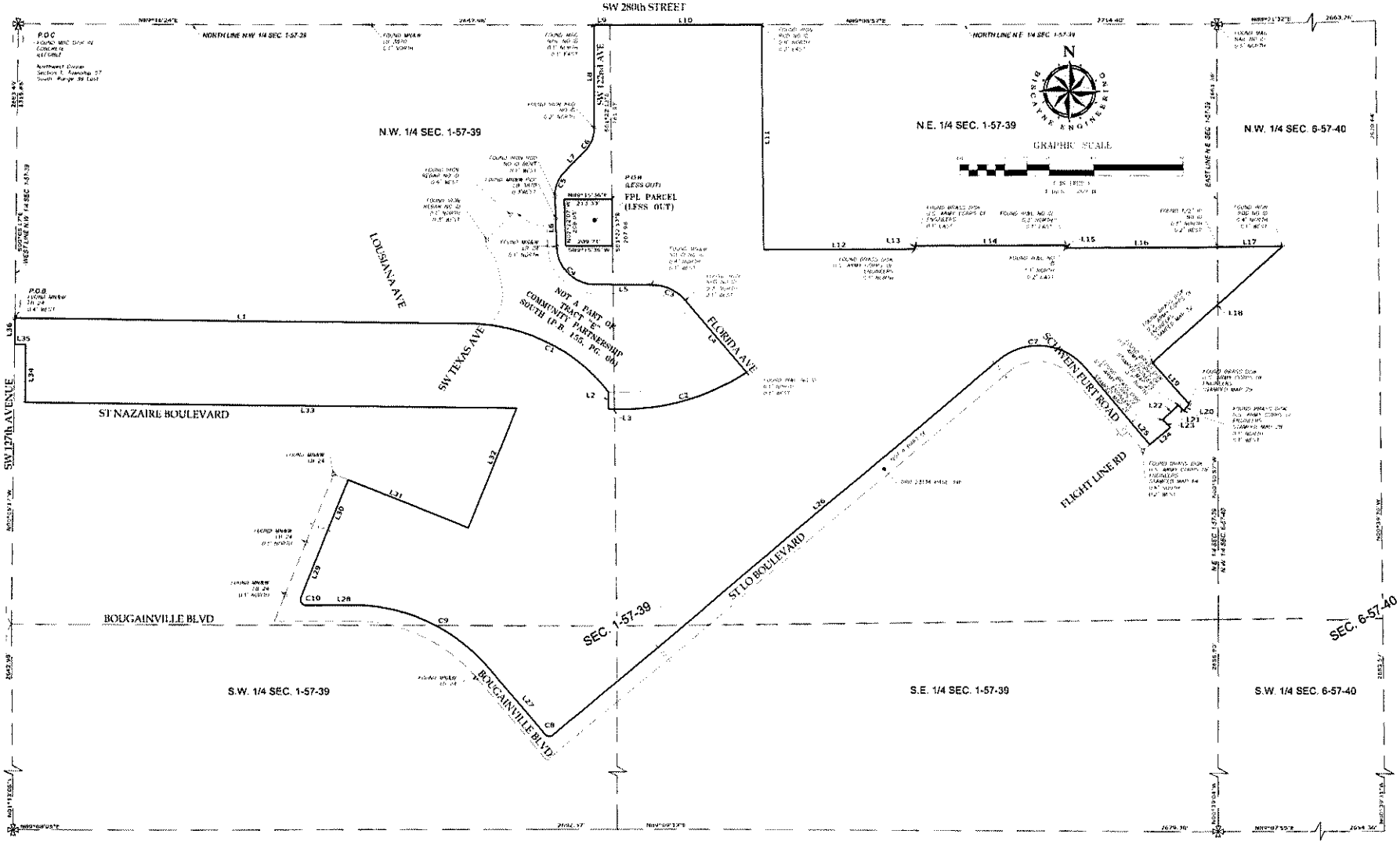
SCALE: 1" = 500'
DRAWN BY: V.P.
CHECKED BY: S.P.
DATE: 03/12/19
JOB NO. 2265-7359

ORDER No. 03-86462
SHEET No. 1 OF 2

EXHIBIT A TO EXHIBIT C

DC-6000

BOUNDARY SURVEY



BISCAYNE ENGINEERING
SURVEYORS · ENGINEERS
PLANNERS
SINCE 1989

BOUNDARY SURVEY

03-86462

2 OF 2

DC-6000

18

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
HOMESTEAD AIR RESERVE
PORTION OF PARCEL "D-4"

LEGAL DESCRIPTION:

A 70.00-foot-wide strip of land, being a portion of Parcel "D-4" as shown in Official Records Book 23134, Page 396, of the Official Records of Miami-Dade County, lying within Section 1, Township 57 South, Range 39 East, in Miami-Dade County, Florida, and being described as follows:

Commence at the Northwest corner of said Section 1; thence Southerly along the West line of the Northwest 1/4 of said Section 1, South 0°05'17" East for a distance of 1691.62 feet; thence North 89°52'42" East for a distance of 2250.32 feet; thence South 21°08'51" West for a distance of 579.86 feet; thence North 68°44'50" West for a distance of 579.26 feet to the Point of Beginning of the herein described parcel of land; thence continue North 68°44'50" for a distance of 70.00 feet; thence South 21°14'54" West for a distance of 333.81 feet; thence South 21°14'16" West for a distance of 249.93 feet; thence South 21°15'20" West for a distance of 125.79 feet; thence North 88°56'46" East for a distance of 351.02 feet to a Point of Curvature of a 719.00-foot-radius curve, said curve being concave to the Southwest and tangent to the last described line; thence along the arc of said curve for a distance of 628.89 feet, through a central angle of 50°06'53" to a Point of Tangency; thence South 40°56'20" East for a distance of 487.53 feet; thence North 49°06'57" East for a distance of 2699.45 feet to a Point of Curvature of a 205.00-foot-radius curve, said curve being concave to the South and tangent to the last described line; thence along the arc of said curve for a distance of 321.89 feet, through a central angle of 89°58'00" to a Point of Tangency; thence South 40°55'03" East for a distance of 339.83 feet; thence North 49°41'59" East for a distance of 30.00 feet; thence South 40°55'03" East for a distance of 107.78 feet; thence North 49°41'59" East for a distance of 40.00 feet; thence North 40°55'03" West for a distance of 448.36 feet to a Point of Curvature of a 275.00-foot-radius curve, said curve being concave to the South and tangent to the last described line; thence along the arc of said curve for a distance of 431.81 feet, through a central angle of 89°58'00" to a Point of Tangency; thence South 49°06'57" West for a distance of 2604.54 feet to a Point of Curvature of a 25.00-foot-radius curve, said curve being concave to the North and tangent to the last described line; thence along the arc of said curve for a distance of 39.25 feet, through a central angle of 89°56'43" to a Point of Tangency; thence North 40°56'20" West for a distance of 392.62 feet to a Point of Curvature of a 789.00-foot-radius curve, said curve being concave to the Southwest and tangent to the last described line; thence along the arc of said curve for a distance of 690.11 feet, through a central angle of 50°06'53" to a Point of Tangency; thence South 88°56'46" West for a distance of 209.36 feet to a Point of Curvature of a 25.00-foot-radius curve, said curve being concave to the Northeast and tangent to the last described line; thence along the arc of said curve for a distance of 49.00 feet, through a central angle of 112°17'30" to a Point of Tangency; thence North 21°14'16" East for a distance of 234.08 feet; thence North 21°14'54" East for a distance of 333.80 feet to the Point of Beginning of this parcel.

Said parcel being 386,248 square feet or 8.867 acres in area.

Luis F. Lacau Jr. PSM
Florida License # 4643

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 04-02-2019

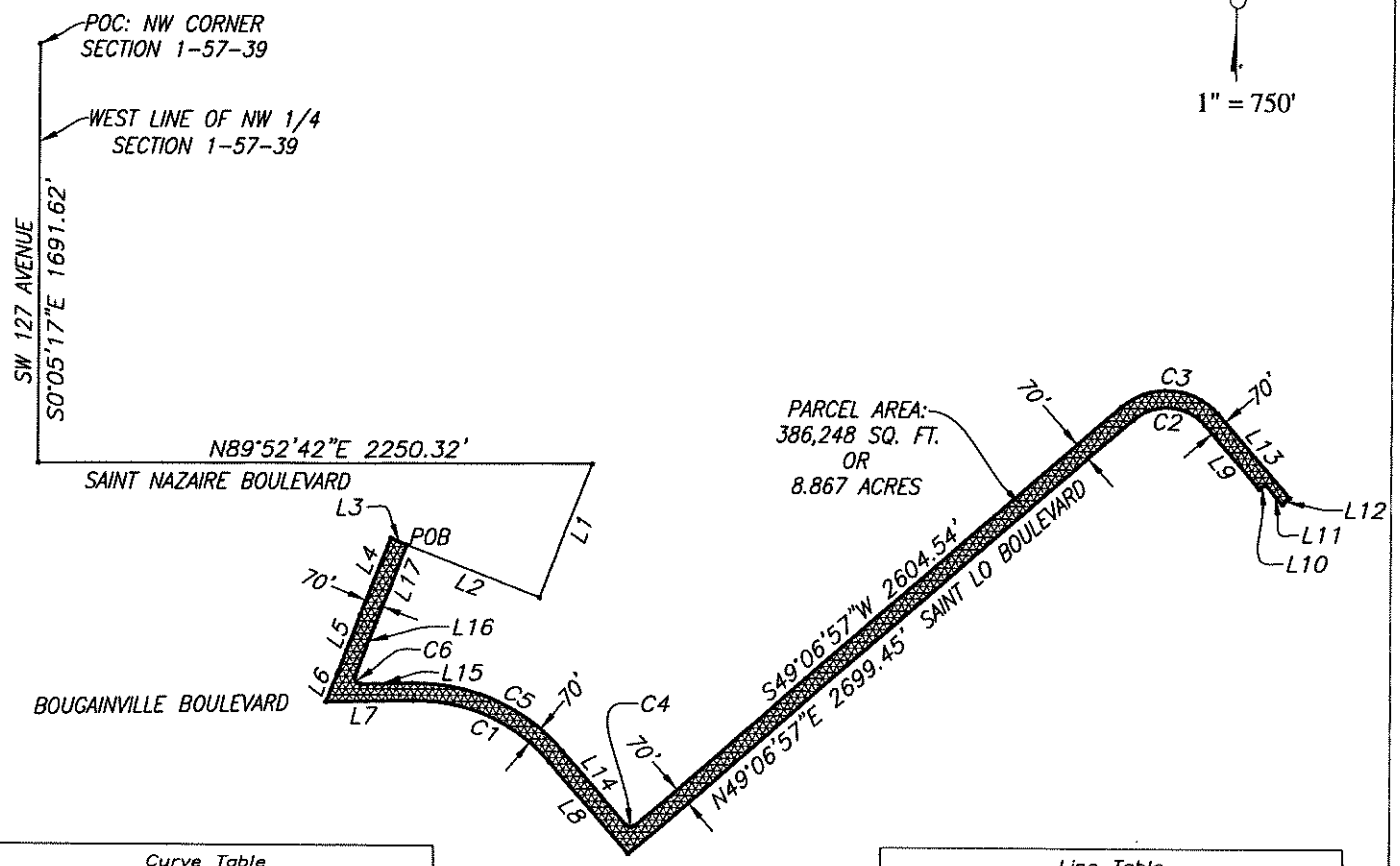
This Legal Description and the accompanying Sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.
This Legal Description and the accompanying Sketch are not valid one without the other.

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
HOMESTEAD AIR RESERVE
PORTION OF PARCEL "D-4"



1" = 750'



Curve Table			
Curve #	Arc Length	Radius	Delta
C1	628.89'	719.00'	50°06'53"
C2	321.89'	205.00'	89°58'00"
C3	431.81'	275.00'	89°58'00"
C4	39.25'	25.00'	89°56'43"
C5	690.11'	789.00'	50°06'53"
C6	49.00'	25.00'	112°17'30"

Line Table		
Line #	Direction	Length
L1	S21° 08' 51"W	579.86'
L2	N68° 44' 50"W	579.26'
L3	N68° 44' 50"W	70.00'
L4	S21° 14' 54"W	333.81'
L5	S21° 14' 16"W	249.93'
L6	S21° 15' 20"W	125.79'
L7	N88° 56' 46"E	351.02'
L8	S40° 56' 20"E	487.53'
L9	S40° 55' 03"E	339.83'
L10	N49° 41' 59"E	30.00'
L11	S40° 55' 03"E	107.78'
L12	N49° 41' 59"E	40.00'
L13	N40° 55' 03"W	448.36'
L14	N40° 56' 20"W	392.62'
L15	S88° 56' 46"W	209.36'
L16	N21° 14' 16"E	234.08'
L17	N21° 14' 54"E	333.80'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. Avenue and Boulevard names are shown at their approximate locations for reference purposes only.
3. Bearings are based upon an assumed bearing of South 0° 05' 17" East for the West line of the Northwest 1/4 of Section 1, Township 57 South, Range 39 East.
4. Lines are based upon a Boundary Survey by Biscayne Engineering, dated 03/12/2019; pavement locations were NOT field-verified, including those within the 70-foot-wide strip created by this legal description.
5. POC denotes Point of Commencement.
6. POB denotes Point of Beginning.
7. SQ. FT. denotes Square Feet.

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
HOMESTEAD AIR RESERVE
PORTION OF PARCEL "D-1"

LEGAL DESCRIPTION:

A 40.00-foot-wide strip of land abutting the Easterly boundary of COMMUNITY PARTNERSHIP SOUTH, according to the plat thereof recorded in Plat Book 153 at Page 66 of the Public Records of Miami-Dade County, Florida, said Easterly boundary being defined by the Easterly right-of-way line of Southwest 122nd Avenue shown on said plat of COMMUNITY PARTNERSHIP SOUTH, said strip of land being a portion of the Parcel "D-1" described in Official Records Book 22889, Page 2545, of the Official Records of Miami-Dade County, lying within Section 1, Township 57 South, Range 39 East, in Miami-Dade County, Florida, and being described as follows:

Commence at the North 1/4 Corner of said Section 1 as shown on the said plat; thence Westerly along the North line of the Northwest 1/4 of said Section 1, South 89°15'18" West for a distance of 30.51 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence continue Westerly along said North line, South 89°15'18" West for a distance of 40.00 feet to a point on the Northeastern limit of the said plat and labeled as "PCP" thereon; thence along the Easterly, Southeasterly, Northerly, and Northeasterly right-of-way line of Southwest 122nd Avenue, as shown on the said plat, for the following nine courses: 1) thence South 0°44'42" East for a distance of 461.51 feet to a point labeled "PCP" on the said plat, said point being a Point of Curvature of a 150.00-foot-radius curve, said curve being concave to the West and tangent to the last described line; 2) thence along the arc of said curve for a distance of 116.51 feet, through a delta angle of 44°30'13" to a Point of Tangency, said point also being labeled as "PCP" on the said plat; 3) thence South 43°45'31" West for a distance of 126.70 feet to a point labeled "PCP" on the said plat, said point being a Point of Curvature of a 150.00-foot-radius curve, said curve being concave to the East and tangent to the last described line; 4) thence along the arc of said curve for a distance 120.78 feet, through a delta angle of 46°08'04" to a Point of Tangency, said point also being labeled as "PCP" on the said plat; 5) thence South 2°22'33" East for a distance of 225.82 feet to a point labeled "PCP" on the said plat, said point being a Point of Curvature of a 175.00-foot-radius curve, said curve being concave to the Northeast and tangent to the last described line; 6) thence along the arc of said curve for a distance of 269.63 feet, through a delta angle of 88°16'37" to a Point of Tangency, said point also being labeled as "PCP" on the said plat; 7) thence North 89°20'50" East for a distance of 248.83 feet to a point labeled "PCP" on the said plat, said point being a Point of Curvature of a 200.00-foot-radius curve, said curve being concave to the Southwest and tangent to the last described line; 8) thence along the arc of said curve for a distance of 173.45 feet, through a delta angle of 49°41'19" to a Point of Tangency, said point also being labeled as "PCP" on the said plat; 9) thence South 40°57'51" East for a distance of 423.24 feet to a point labeled "PCP" at the intersection of Southwest 122nd Avenue and Southwest 285th Street at the Southeastern limit of said plat; thence departing said right-of-way line of Southwest 122nd Avenue, North 49°02'09" East for a distance of 40.00 feet; thence North 40°57'51" West for a distance of 423.24 feet to a Point of Curvature of a 240.00-foot-radius curve, said curve being concave to the Southwest and tangent to the last described line; thence along the arc of said curve for a distance of 208.14 feet, through a delta angle of 49°41'19" to a Point of Tangency; thence South 89°20'50" West for a distance of 248.83 feet to a Point of Curvature of a 135.00-foot-radius curve, said curve being concave to the Northeast and tangent to the last described line; thence along the arc of said curve for a distance of 208.00 feet, through a delta angle of 88°16'37" to a Point of Tangency; thence along a line, a portion of said line being coincident with the West line of the Florida Power and Light (FPL) Parcel described in Official Records Book 22889, Page 2545, of the Official Records of Miami-Dade County, North 2°22'33" West for a distance of 225.82 feet to a Point of Curvature of a 110.00-foot-radius curve, said curve being concave to the East and tangent to the last described line; thence along the arc of said curve for a distance of 88.57 feet, through a delta angle of 46°08'04" to a Point of Tangency; thence North 43°45'31" East for a distance of 126.70 feet to a Point of Curvature of a 190.00-foot-radius curve, said curve being concave to the West and tangent to the last described line; thence along the arc of said curve for a distance of 147.58 feet, through a delta angle of 44°30'13" to a Point of Tangency; thence North 0°44'42" West for a distance of 461.51 feet to the **POINT OF BEGINNING** of this parcel.

Said parcel being 86,097 square feet or 1.977 acres in area.

Luis F. Lacau Jr. PSM
Florida License # 4643

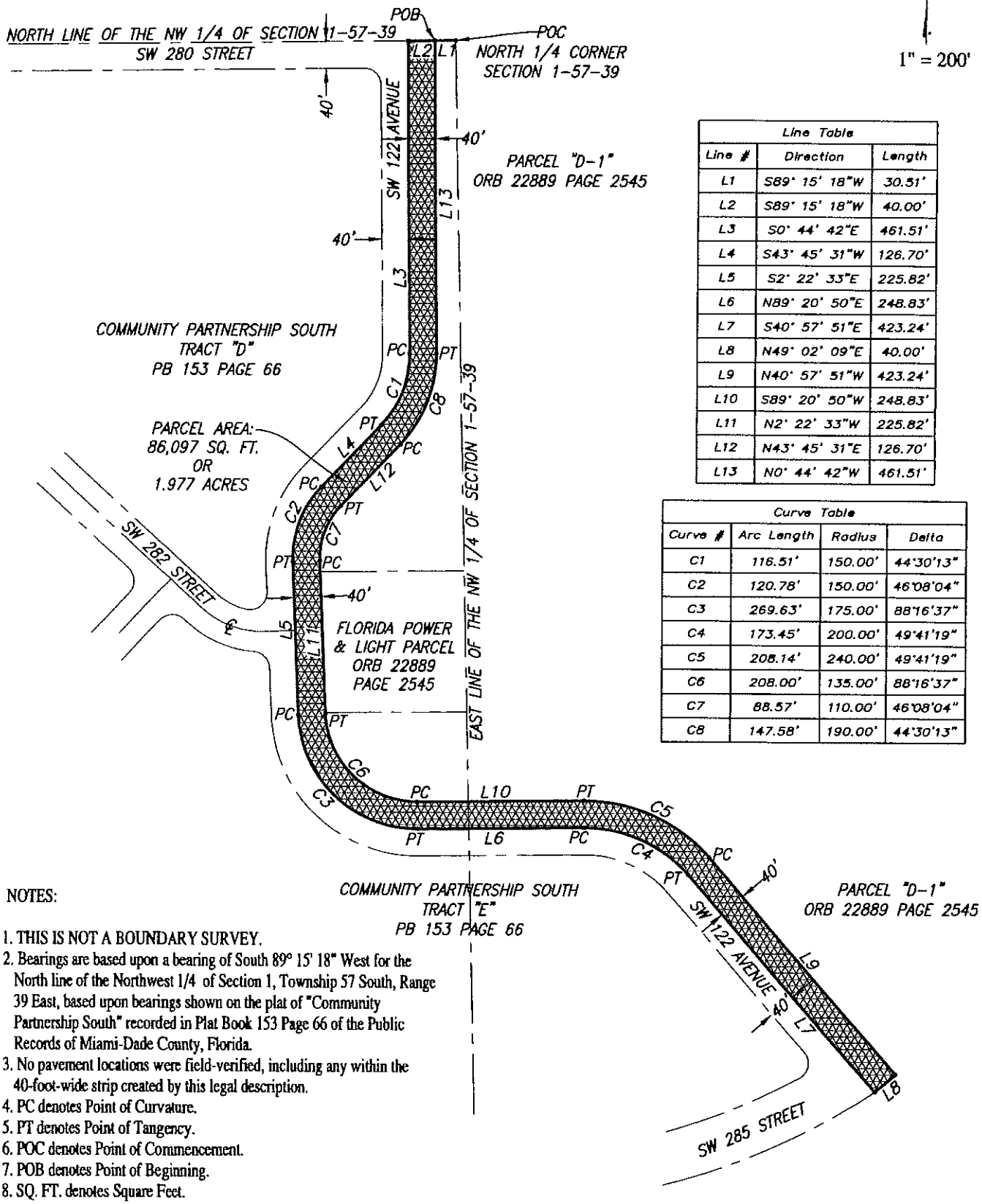
MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 04-18-2019

This Legal Description and the accompanying Sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.
This Legal Description and the accompanying Sketch are not valid one without the other.

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
HOMESTEAD AIR RESERVE
PORTION OF PARCEL "D-1"

1" = 200'



Line Table		
Line #	Direction	Length
L1	S89° 15' 18"W	30.51'
L2	S89° 15' 18"W	40.00'
L3	S0° 44' 42"E	461.51'
L4	S43° 45' 31"W	126.70'
L5	S2° 22' 33"E	225.82'
L6	N89° 20' 50"E	248.83'
L7	S40° 57' 51"E	423.24'
L8	N49° 02' 09"E	40.00'
L9	N40° 57' 51"W	423.24'
L10	S89° 20' 50"W	248.83'
L11	N2° 22' 33"W	225.82'
L12	N43° 45' 31"E	126.70'
L13	N0° 44' 42"W	461.51'

Curve Table			
Curve #	Arc Length	Radius	Delta
C1	116.51'	150.00'	44°30'13"
C2	120.78'	150.00'	46°08'04"
C3	269.63'	175.00'	88°16'37"
C4	173.45'	200.00'	49°41'19"
C5	208.14'	240.00'	49°41'19"
C6	208.00'	135.00'	88°16'37"
C7	88.57'	110.00'	46°08'04"
C8	147.58'	190.00'	44°30'13"

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. Bearings are based upon a bearing of South 89° 15' 18" West for the North line of the Northwest 1/4 of Section 1, Township 57 South, Range 39 East, based upon bearings shown on the plat of "Community Partnership South" recorded in Plat Book 153 Page 66 of the Public Records of Miami-Dade County, Florida.
3. No pavement locations were field-verified, including any within the 40-foot-wide strip created by this legal description.
4. PC denotes Point of Curvature.
5. PT denotes Point of Tangency.
6. POC denotes Point of Commencement.
7. POB denotes Point of Beginning.
8. SQ. FT. denotes Square Feet.

EXHIBIT D, REVERSIONARY SURVEY

TO BE INSERTED ONCE COMPLETED

EXHIBIT E, JOB CERTIFICATE

[To Be Placed On Company Letterhead]

Job Certificate

Company Name: _____

Mailing Address: _____

_____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Date Job Maintenance Period Began: _____

Date Job Maintenance Period Ends: _____

Reporting Period of this Certificate: _____

This Certificate must be completed to document the number of Direct Jobs located at the Project during the Reporting Period as required in the Declaration of Restrictions. This page of the Job Certificate must be completed. Exhibit "E-1" to this Job Certificate must be based upon a report run from the Company's HR system and be based upon RT-6 filings with the State of Florida. The County's rights to audit the Company's records supporting the information provided in this Job Certificate are set forth in Section 10 of the Declaration of Restrictions.

I hereby certify that the information in this Job Certificate and any accompanying documents is true and correct to the best of my knowledge, information and belief based upon Company records and based upon the RT-6 filings with the State of Florida. (Please include a signature from a Vice President or higher ranking officer or, in the case of an LLC, a manager or managing member.)

Signature: _____

Print Name: _____

Title: _____

Direct Jobs

The Declaration of Restrictions (Declaration) contains Economic Development Requirements in Section 3 and Liquidated Damages for Job Requirements in Section 11, which state that a total of 180 new jobs must be first be created and certified 84 months from the Effective Date of the Declaration. Additionally, the 180 new jobs must be certified on the 10th, 15th and 20th anniversaries of the Effective Date along with the calculation of the average annual salary of the 180 new jobs over the immediately preceding three years to the anniversary date.

The 180 jobs requirement will be satisfied once at least 336,960 hours are worked during each year of the Reporting Period.

Total hours worked during the "Job Requirement" Reporting Period _____

Average hourly wages paid without qualifying health benefits $_____

Average hourly wages paid with qualifying health benefits $_____

The Declaration of Restrictions (Declaration) contains Economic Development Requirements in Section 3 and Liquidated Damages for Job Requirements in Section 11, which state that a total of 56 new jobs must first be created and certified 144 months from the Effective Date of the Declaration, for a total of 236 Jobs. Additionally, the 236 jobs must be certified on the 15th and 20th anniversaries of the Effective Date along with the calculation of the average annual salary of the 236 new jobs over the immediately preceding three years to the anniversary date.

The 236 jobs requirement will be satisfied once at least 441,792 hours are worked during each year of the Reporting Period.

Total hours worked during the "Additional Job Requirement" Reporting Period _____

Average hourly wages paid without qualifying health benefits $_____

Average hourly wages paid with qualifying health benefits $_____

Instrument prepared by and Return To:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No. : 30-7901-000-0095 and portion of 30-7901-000-0120

COUNTY DEED

THIS DEED, made this day of , 2019, by Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 17-202, Miami, Florida 33128, and Miami-Dade Steel, LLC (hereinafter "Grantee"), whose address is 151 SE 15th Road, #1901, Miami, FL 33129:

WITNESSETH:

That the said County, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors, heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida, (hereinafter "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

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

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

(3) This grant is subject to the reservations, conditions, covenants, restrictions, requirements and rights of reverter set forth in the Indentures entered between the United States of America and the County recorded in the public records of Miami-Dade County at

Official Records Book 22889 Pgs 2545-2554 and Official Records Book 23134 Pgs 0396-0468 ("Indenture") Grantee agrees to comply with all terms, conditions, restrictions, and obligations contained in the Indentures as if Grantee is the "Grantee" referenced in the Indentures, including, but not limited to, the following environmental use restrictive covenants:

a. 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 the Indenture.

b. 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 accommodation of individuals or families.

c. The groundwater within the area described in Exhibit D to the Indenture recorded at OR Book 23134, Page 463 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.

d. 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.

(4) It is the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant set forth herein through the chain of title, in addition to any State law that requires or allows the State to enforce any restrictive covenant set forth herein. The Grantee covenants to insert the provisions of Section 3 herein in any deed or document conveying or transferring any interest in the Property in whole or in part.

(5) Nothing herein shall be construed as limiting Grantor's rights or remedies under the Declaration of Restrictions recorded contemporaneously herewith.

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Its Chairperson (or Vice Chairperson)

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____day of _____, 2019.

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Section 1, Township 57 South, Range 39 East and Northwest one-quarter (N.W. 1/4) of Section 6, Township 57 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 1, Township 57 South, Range 39 East; THENCE South 00°05'17" East, along the West line of said Section 1, a distance of 1,315.86 feet to the POINT OF BEGINNING; THENCE North 89°53'07" East, a distance of 2,034.80 feet to a point of curvature of a circular curve concave to the Southwest having as its elements a radius of 800.00 feet and a central angle of 51°18'09"; THENCE Southeasterly, along the arc of said curve for an arc distance of 716.32 feet to a point of non-tangency; THENCE South 00°09'54" East, a distance of 75.00 feet; THENCE North 89°55'49" East, a distance of 52.98 feet to a point of curvature of a circular curve concave to the Northwest having as its elements a radius of 1,020.84 feet and a central angle of 33°31'02"; THENCE Northeasterly, along the arc of said curve for an arc distance of 597.18 feet to a point of non-tangency; THENCE North 40°59'44" West, a distance of 423.39 feet to a point of curvature of a circular curve concave to the Southwest having as its elements a radius of 200.00 feet and a central angle of 49°39'55"; THENCE Northwesterly, along the arc of said curve for an arc distance of 173.36 feet; THENCE South 89°20'21" West, a distance of 248.80 feet to a point of curvature of a circular curve concave to the Northeast having as its elements a radius of 175.00 feet and a central angle of 88°17'31"; THENCE Northwesterly and Northerly, along the arc of said curve for an arc distance of 269.67 feet; THENCE North 02°22'07" West, a distance of 225.81 feet to a point of curvature of a circular curve concave to the Southeast having as its elements a radius of 150.00 feet and a central angle of 46°08'16"; THENCE Northeasterly, along the arc of said curve for an arc distance of 120.79 feet; THENCE North 43°45'38" East, a distance of 126.70 feet to a point of curvature of a circular curve concave to the Northwest having as its elements a radius 150.00 feet and a central angle of 44°30'53"; THENCE Northeasterly and Northerly, along the arc of said curve for an arc distance of 116.54 feet; THENCE North 00°45'15" West, a distance of 461.56 feet; THENCE North 89°16'24" East, a distance of 70.53 feet; THENCE North 89°08'57" East, a distance of 678.49 feet; THENCE South 01°14'07"

East, a distance of 1,007.59 feet; THENCE North 88°52'35" East, a distance of 676.64 feet; THENCE North 01°10'06" West, a distance of 14.42 feet; THENCE North 89°08'34" East, a distance of 676.38 feet; THENCE South 00°59'02" East, a distance of 11.08 feet; THENCE North 88°52'58" East, a distance of 676.54 feet; THENCE North 88°26'15" East, a distance of 289.45 feet; THENCE South 47°20'11" West, a distance of 780.84 feet; THENCE South 42°39'07" East, a distance of 246.14 feet; THENCE South 36°20'21" West, a distance of 40.36 feet; THENCE North 41°37'10" West, a distance of 35.49 feet; THENCE South 46°13'20" West, a distance of 96.11 feet; THENCE South 45°16'26" East, a distance of 48.14 feet; THENCE South
49°41'59" West, a distance of 119.92 feet;THENCE North 40°55'03" West, a distance of 448.37feet to a point of curvature of a circular curve concave to the South having as its elements a radius 275.00 feet and a central angle of 89°58'00"; THENCE Northwesterly, Westerly and Southwesterly, along the arc of said curve for an arc distance of 431.81feet;THENCE South 49°06'57" West, a distance of 2604.55 feet; to a point of curvature of a circular curve concave to the Northeast having as its elements a radius 25.00 feet and a central angle of 89°56'43"; THENCE Westerly and Northwesterly, along the arc of said curve for an arc distance of 39.25 feet; THENCE North 40°56'20" West, a distance of 392.62 feet; to a point of curvature of a circular curve concave to the Southwest having as its elements a radius 789.00 feet and a central angle of 50°06'53"; THENCE Northwesterly and Westerly, along the arc of said curve for an arc distance of 690.11 feet; THENCE South 88°56'46" West, a distance of 209.36 feet; to a point of curvature of a circular curve concave to the Northeast having as its elements a radius 25.00 feet and a central angle of 112°17'29"; THENCE Northwesterly , along the arc of said curve for an arc distance of 49.00 feet; THENCE North 21°14'16" East, a distance of 234.08 feet;THENCE North 21°14'54" East, a distance of 331.81 feet; THENCE South 68°44'48" East, a distance of 579.26 feet; THENCE North 21°08'51" East, a distance of 579.86 feet; THENCE South 89°52'42" West, a distance of 2200.32feet; THENCE North 00°05'17" West, a distance of 257.63 feet; THENCE South 89°54'43" East, a distance of 50.00 feet; THENCE North 00°05'17" West, a distance of 118.11 feet; to the POINT OF BEGINNING.

Containing an area of 5.359.385
square feet (123.03 acres) more or less.

ACCEPTED RESTRICTIONS

PARCEL D-1	FOLIO 30-7901-000-0095	PAGE 2
PARCEL D-4	FOLIO 30-7901-000-0120	PAGE 12
PARCEL D-3	Part of Parcel D-4, FOLIO 30-7901-000-0120	PAGE 34

CFN 2004R1094937
OR Bk 22889 Pgs 2545 - 2554; (10pgs)
RECORDED 12/08/2004 15:59:05
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

PARCEL D-1

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

FOLIO #
30-7901-000-0095

INDENTURE

I. PARTIES

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

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaims unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the City of Homestead, Miami-Dade County, and State of Florida (hereafter the "Property"). A description of the Property is set forth on Exhibit A to this Indenture and identified as Parcel D-1.

III. APPURTENANCES AND HABENDUM

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

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

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

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

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

IV. EXCEPTIONS

None.

V. RESERVATIONS

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

VI. CONDITION

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

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

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

VII. COVENANTS

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

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

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

D. Restriction on Commercial Airport Use.

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

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

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

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

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

VIII. MISCELLANEOUS

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

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

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

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

IX. LIST OF EXHIBITS

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

Exhibit A - Property Description

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

UNITED STATES OF AMERICA

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

Signed, Sealed, and Delivered
in the presence of:

_____

_____

Commonwealth of Virginia :
ss.
County of Arlington :

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

_____
Notary Public

My commission expires on [illegible]
DOMINIC H. FRINZI, JR.

(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

MIAMI-DADE COUNTY

By: _____

Attest:

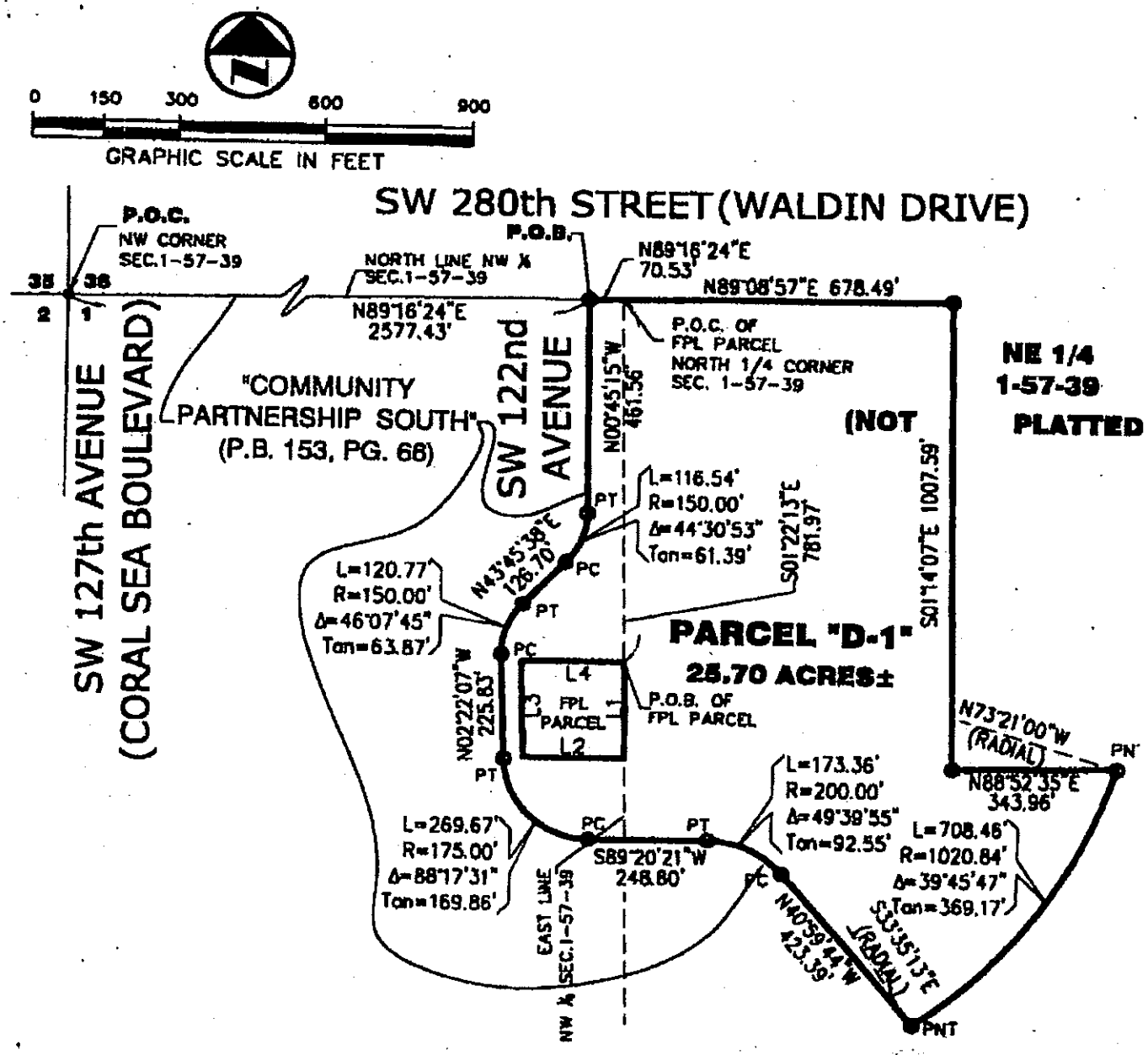
_____

Approved as to Form:

_____

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

7 of 7 (Parcel D-1)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°22'13"E	207.98'
L2	S89°15'36"W	209.71'
L3	N02°22'07"W	208.05'
L4	N89°15'36"E	213.33'

ABBREVIATIONS
PG. = PAGE
R/W = RIGHT OF WAY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

NOT A FIELD BOUNDARY SURVEY

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

PARCEL "D-1"

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SHEET 1 OF

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: J.C.FERNANDEZ
DRAWN: J.C.FERNANDEZ
CHECKED: D.W.DEANS
JOB NO.: 01-1501.01

102

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 SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 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 N89°16'24"E ALONG THE NORTH LINE OF SAID SECTION 1 FOR 2577.43 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING; THENCE CONTINUE N89°16'24"E ALONG THE NORTH LINE OF SAID SECTION 1 FOR 70.53 FEET TO THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE N89°08'57"E FOR 678.49 FEET; THENCE S01°14'07"E FOR 1007.59 FEET; THENCE N88°52'35"E FOR 343.96 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N73°21'00"W, A RADIAL DISTANCE OF 1020.64 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 39°45'47" FOR 708.46 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 153 AT PAGE 68 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY) FLORIDA; "THENCE ALONG SAID EASTERLY LINE OF SAID PLAT OF COMMUNITY PARTNERSHIP SOUTH" FOR THE FOLLOWING COURSES; THENCE N40°59'44"W FOR 423.39 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 49°39'55"; THENCE NORTHWESTERLY ALONG THE ARC FOR 173.36 FEET; THENCE S89°20'21"W FOR 248.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 88°17'31"; THENCE NORTHWESTERLY ALONG THE ARC FOR 269.67 FEET; THENCE N02°22'07"W FOR 225.83 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 46°07'45"; THENCE NORTHERLY ALONG THE ARC FOR 120.77 FEET; THENCE N43°45'38"E FOR 126.70 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 44°30'53"; THENCE NORTHERLY ALONG THE ARC FOR 116.54 FEET; THENCE N00°45'15"W FOR 461.56 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM THE FOLLOWING PARCEL OF LAND:

FLORIDA POWER & LIGHT COMPANY (FPL) PARCEL:

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 NORTH ¼ CORNER OF SAID SECTION 1; THENCE S01°22'13"E ALONG THE EASTERLY LINE OF THE NORTHWEST ¼ OF SAID SECTION 1 FOR 781.97 FEET TO THE POINT OF BEGINNING OR THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE CONTINUE S01°22'13"E ALONG SAID EASTERLY LINE OF THE NORTHWEST ¼ OF SECTION 1 FOR 207.98 FEET; THENCE DEPARTING SAID EASTERLY LINE OF THE NORTHWEST ¼ OF SECTION 1, S89°15'38"W FOR 209.71 FEET; THENCE N02°22'07"W FOR 208.05 FEET; THENCE N89°15'36"E FOR 213.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.70 ACRES, MORE OR LESS BY CALCULATION.

NOT A FIELD BOUNDARY SURVEY

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

PARCEL "D-1"

H:\SURVEY DIVISION\SKETCHES\01-1501.01 HAFB BOUNDARY\01-1501.01 PROJECT\dwg\PARCEL D1.dwg 5/18/2004 1:30:37 PM EDT

SHEET 2 OF 3

PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION	DATE: 05-12-04
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DESIGNED: J.C.FERNANDEZ DRAWN: J.C.FERNANDEZ CHECKED: D.W.DEANS JOB NO.: 01-1501.01

ARTICLE III
SOURCES OF DATA:

BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF N89°08'57"E ALONG THE NORTH LINE OF THE NORTHEAST 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.

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

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

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ALL RIGHTS RESERVED

NOT A FIELD BOUNDARY SURVEY

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

PARCEL "D-1"

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SHEET 3 OF 3

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: J.C.FERNANDEZ DRAWN: J.C.FERNANDEZ CHECKED: D.W.DEANS JOB NO.: 01-1501.01

CFN 2005R0212582
OR Bk 23134 Pgs 0396 - 417; (22pgs)
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

PARCEL D-4

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

FOLIO #
30-7901-000-0120

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

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105

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. Mokgopa

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.

Notary Public

My commission expires on My Commission Expires July 31, 2006

(seal)

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, 2004

MIAMI-DADE COUNTY

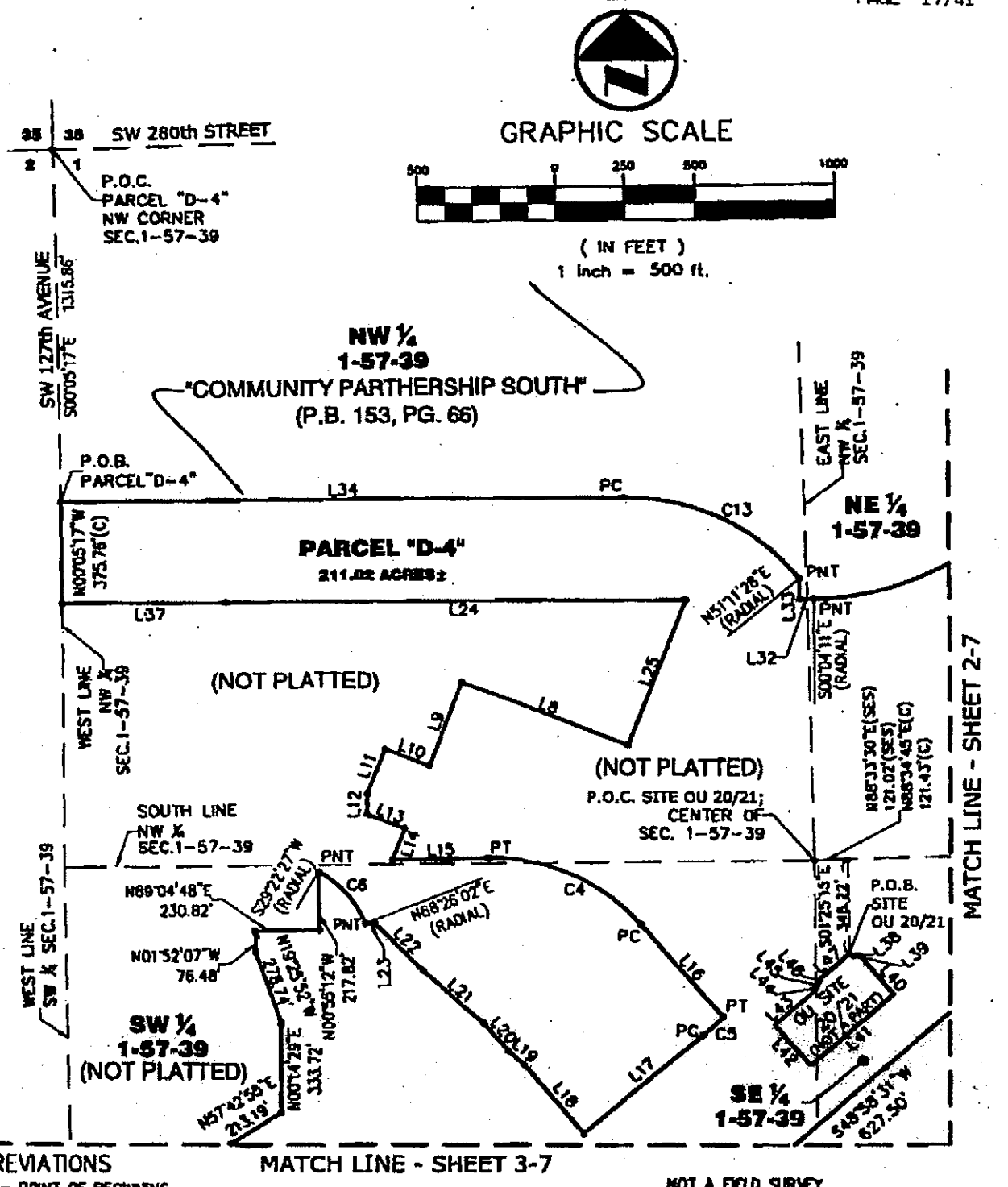
By: _____

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 LB24

HOMESTEAD AIR RESERVE STATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

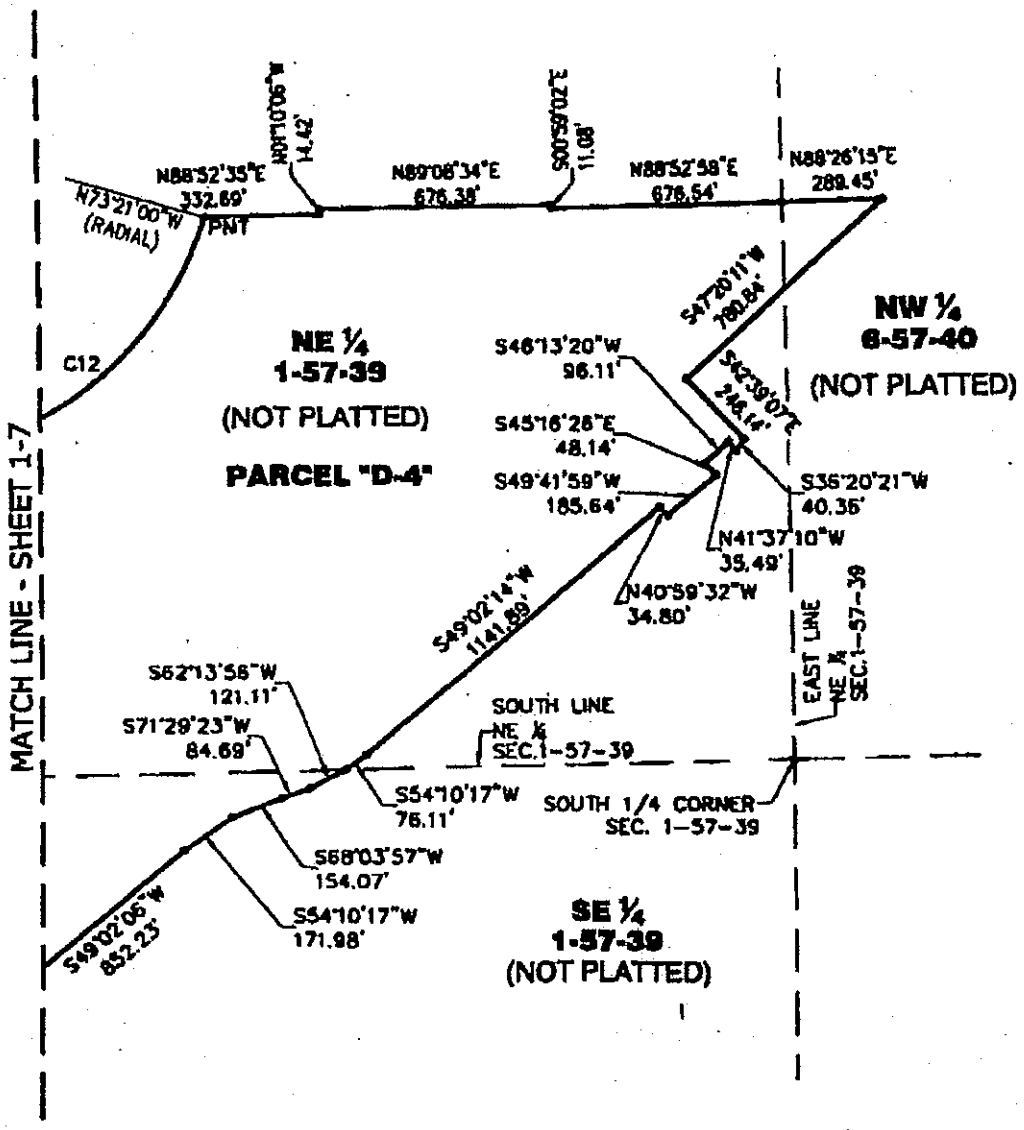
DATE: 05-12-04
DESIGNED: Z.C.PEREZ
DRAWN: Z.C.PEREZ
CHECKED: D.W.DEANS
JOB NO.: 01.1501.01

GRAPHIC SCALE

500 0 250 500 1000

(IN FEET)

1 inch = 500 ft.



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

NOT A FIELD SURVEY

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PARCEL "D-4"

SHEET 2 OF 7

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
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HOMESTEAD AIR RESERVE STATION

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DATE: 05-12-04
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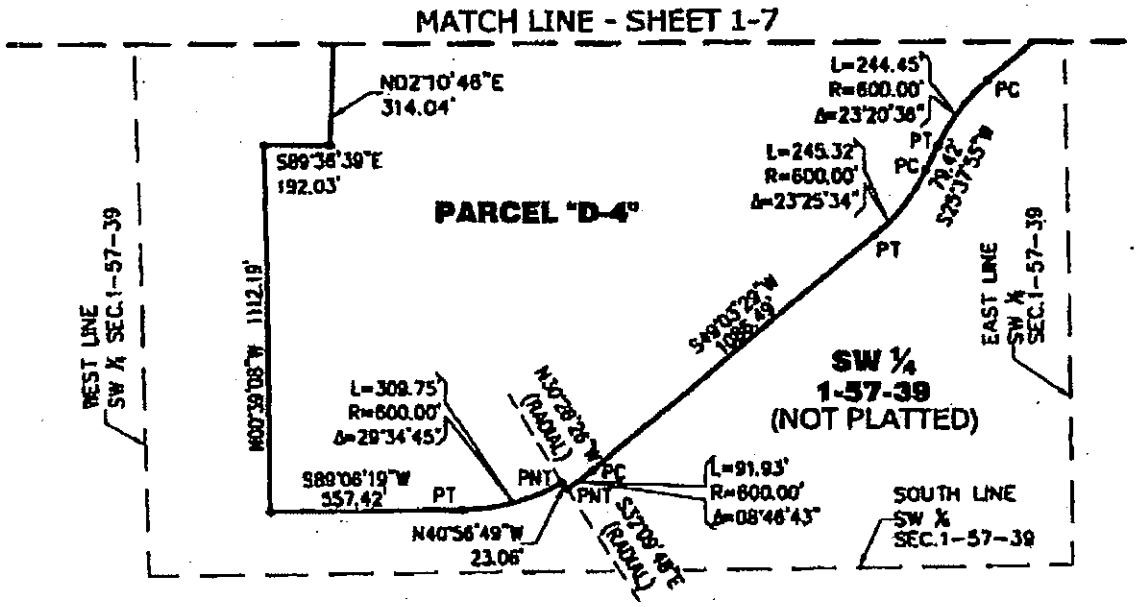
K:\SURVEY DIVISION\DGN\01-1501\01 HAFB BOUNDARY\SURVEY\PROJECT\dgn\MEMBERS OF 11.dgn 5/18/2004 11:43:43 AM EDT

GRAPHIC SCALE

500 0 250 500 1000

(IN FEET)

1 inch = 500 ft.



ABBREVIATIONS

P.O.B. = POINT OF BEGINNING
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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

I:\SURVEY DIVISION\WORKGROUP\01-CIRCLE MAP\B BOUNDARY\01CIRCLE PROJECT\dwg\RDHUMBER OF ll.dwg 5/18/2004 12:43:43 AM CDT

LINE TABLE		
LINE	BEARING	LENGTH
L8	S88°44'50"E	649.26'
L9	N21°14'54"E	333.81'
L10	S88°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°58'48"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	282.91'
L22	S45°37'16"E	249.85'
L23	N88°59'24"E	31.79'
L24	S89°52'32"W	1661.70'
L25	N21°06'51"E	579.86'
L32	N89°35'49"E	52.96'
L33	S00°08'34"E	74.96'
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	399.95'
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"

NOT A FIELD SURVEY

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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\WORKDOCS\01-132413 HAFB BOUNDARY\013213 PROJECT\dwg\DEDICATION DOCS OF 11.dwg 5/18/2004 1:43:43 AM EDT

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 1315.88 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°18'49"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 1305.64 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 678.38 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 S46°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 78.11 FEET; THENCE S62°13'56"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°14'28"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 N09°58'12"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 39°03'39" FOR 262.46 FEET; THENCE N88°55'24"E FOR 31.79 FEET; THENCE S45°37'15"E FOR 249.85 FEET; THENCE S48°55'48"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

K:\SURVEY DIVISION\DGN\2001-132013 HAFB BOUNDARY\01132013 PROJECT\dwg\EXCHANGE OF 11.dwg 5/18/2004 11:43:43 AM EDT

FEET; THENCE N40°56'20"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°58'46"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 649.28 FEET; THENCE N21°08'51"E FOR 579.86 FEET; THENCE S89°52'32"W FOR 1861.70 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

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PARCEL "D-4"

SHEET 6 OF

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: O.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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ALL RIGHTS RESERVED

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PARCEL "D-4"

SHEET 7 OF 7

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MIAMI, FL 33172-2507
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JOB NO.: 01,1501,01

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Book23134/Page413 CFN#20050212582 Page 18 of 22

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 Batteries	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)

EXHIBIT E, ACCEPTED RESTRICTIONS, Page 29 of 49

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)

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 Batteries	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

Exhibit B (Parcel D-4)

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)

OR BK 23134 PG 0417
LAST PAGE

Exhibit D
Contaminated Areas

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

Exhibit D (Parcel D-4)

CFN 2005R0212585
OR Bk 23134 Pgs 0453 - 468; (16pgs)
RECORDED 03/03/2005 12:49:34
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

PARCEL D-3
PART OF FOLIO # (PARCEL D-4)
30-7901-000-0120

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-3.

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.

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: 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

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.

Notary Public

My commission expires on Embossed Hereon Is My Commission & Seal My Commission Expires July 31, 2006

(seal) DOMINIC A. PRIZZI, JR. COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

9 of 10 (Parcel D-3)

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

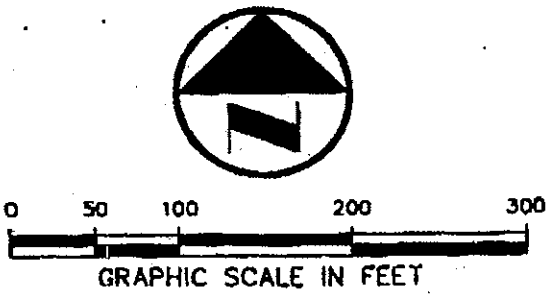
By: _____

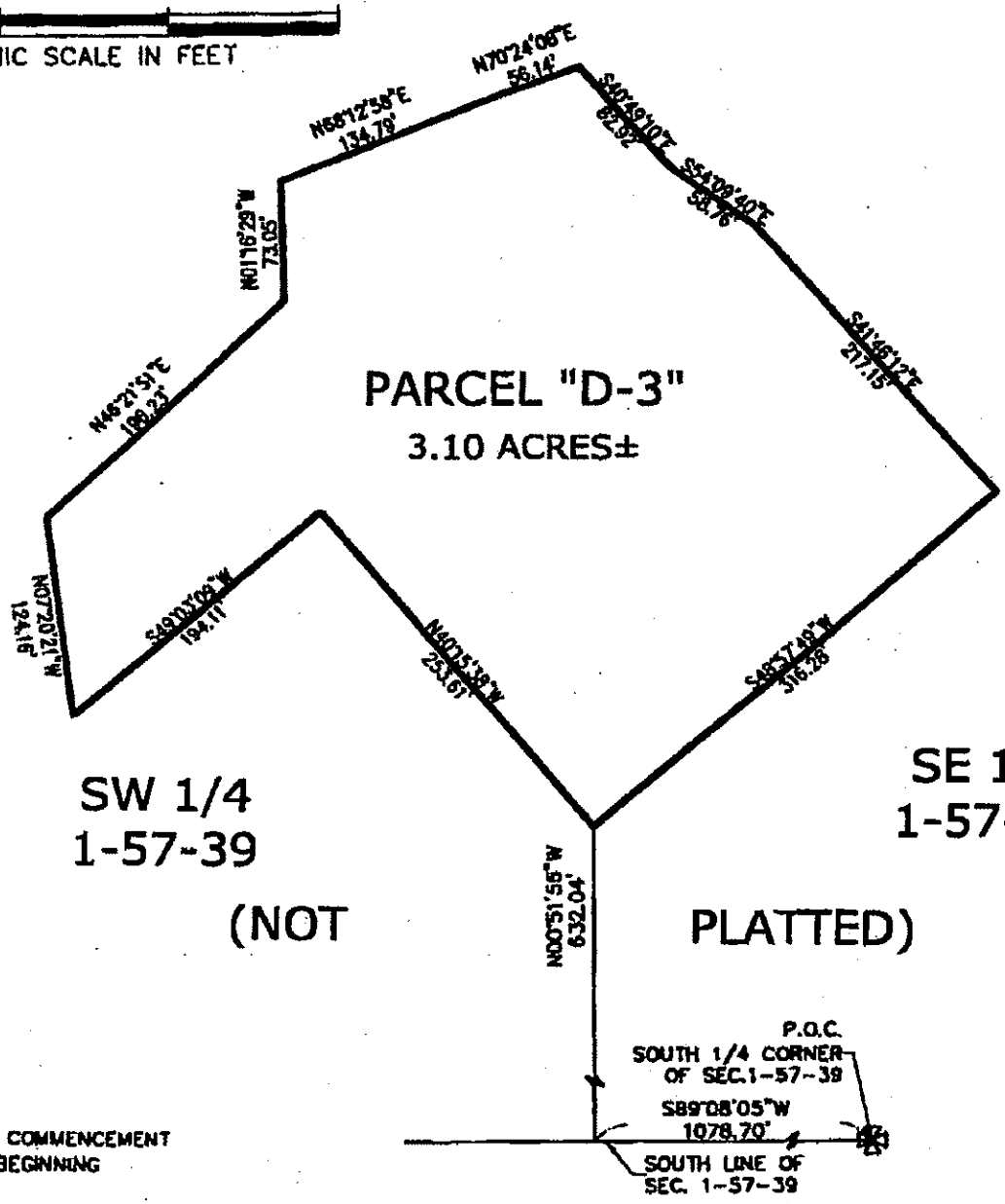
Attest:

_____

Approved as to Form:

_____





LEGEND

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

NOT A FIELD BOUNDARY SURVEY

PARCEL "D-3"

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

SHEET 1 OF 3

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "D-3"
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 SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTH ¼ CORNER OF SAID SECTION 1; THENCE S89°08'05"W ALONG THE SOUTH LINE OF SAID SECTION 1 FOR 1078.70 FEET; THENCE N00°51'55"W FOR 632.04 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE N40°15'38"W FOR 253.61 FEET; THENCE S49°03'09"W FOR 194.11 FEET; THENCE N07°20'21"W, FOR 124.16 FEET; THENCE N46°21'51"E FOR 196.23 FEET; THENCE N01°16'29"W FOR 73.05 FEET; THENCE N68°12'58"E FOR 134.79 FEET; THENCE N70°24'08"E FOR 56.14 FEET; THENCE S40°49'10"E FOR 82.92 FEET; THENCE S54°09'40"E FOR 58.76 FEET; THENCE S41°46'12"E FOR 217.15 FEET; THENCE S48°57'49"W FOR 316.28 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3.10 ACRES, MORE OR LESS BY CALCULATION.

ARTICLE III
SOURCE(S) OF DATA:

BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF S89°08'05"W ALONG THE SOUTH 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 OMG 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 BOUNDARY SURVEY

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

PARCEL "D-3"

Z:\SURVEY DIVISION\WORK2003\01-1320.13 HAFB BOUNDARY\01320.13 PROJECT\dwg\PARCEL D-3.dwg 5/18/2004 11:12:05 AM EDT

SHEET 2 OF 3

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

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 BOUNDARY SURVEY.

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PARCEL "D-3"

R:\SURVEY DIVISION\WORK2003\01-1320.13 HAFB BOUNDARY\(01)20.13 PROJECT\dwg\PARCEL D-3.dwg 5/18/2004 11:12:05 AM EDT

SHEET 3 OF 3

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

Exhibit B
Notice of Hazardous Substances Stored/Released

A Notice of Hazardous Substances Stored/Released is not applicable for Parcel D-3.

Exhibit B (Parcel D-3)

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

No remedial action was taken with respect to Parcel D-3.

Exhibit C (Parcel D-3)

OR BK 23134 PG 0468
LAST PAGE

Exhibit D
Contaminated Areas

The groundwater underlying the entirety of Parcel D-3 contains arsenic.

Exhibit D (Parcel D-3)

142

Approved Insurance Requirements

Miami-Dade Steel shall furnish to the Internal Services Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of Miami-Dade Steel, as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000.

All 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:

The company must be rated no less than "A-" as to management, and no less than "Class VII" 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.

EXHIBIT G

EXHIBIT G, REVERSIONARY PROPERTY

