

MEMORANDUM

Agenda Item No. 8(L)(12)

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

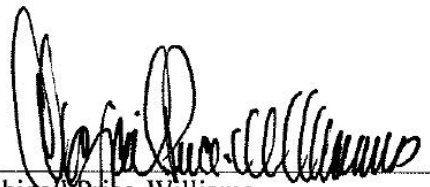
DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring as surplus 76.862 acres of vacant County-owned land identified by folio numbers 30-6935-000-0400 and 30-6935-000-0061 and located at 13200 SW 272 Street, Miami, FL 33032 ("Property"); approving the sale of the property to Amazon.com Services, LLC, a Delaware limited liability company, in order to construct and operate a distribution building of no less than 1,000,000 square feet as an Economic Development Conveyance pursuant to section 125.045, Florida Statutes, for the appraised market value of \$22,056,853.00; 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; 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-655-20

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


Abigail Price-Williams
County Attorney

APW/lmp

Memorandum



Date: July 8, 2020

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Resolution Approving the Sale of 76.862 acres of County-Owned Property located at 13200 SW 272 Street to Amazon.com Services, LLC 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 76.862 acres of County-owned property, identified as Folio Numbers 30-6935-000-0400 and 30-6935-000-0061, and located at 13200 SW 272 Street, Miami, FL, 33032 (the "Property"), for use in connection with the development and operation of a distribution building of no less than 1,000,000 square feet with associated office space, and warehouse space, to include infrastructure and parking (the "Improvements"), to be used to receive, store, assemble, ship, distribute, prepare, sell, and serve as pick-up/drop-off location for products, materials, food, grocery, and liquor items, and ancillary uses related thereto ("Permitted Uses") and collectively, (the "Project"). The recommended transaction and actions authorized by the attached resolution are more fully set forth below:

- Authorizes the sale to Amazon.com Services, LLC ("Buyer") of the Property held by the Internal Services Department of the County ("ISD"), at the appraised value of \$22,056,853.00, as set forth in the Contract for Sale and Purchase, attached as Attachment 1 to the Resolution ("PSA"). The conveyance of the Property shall be made under the following terms:
 - (i) \$1,102,842.65 deposit is due within three days from the Effective Date of the PSA; and
 - (ii) \$20,954,010.35 balance of sale price is payable at Closing, which is scheduled to take place within 30 days after the satisfaction or waiver of certain conditions precedent which shall occur no later than December 15, 2020.
- Authorizes, pursuant to section 125.045 of the Florida Statutes, the conveyance of the Property to the Buyer as an economic development conveyance, subject to the restrictions and requirements set forth in the Declaration of Restrictions attached to the PSA as Exhibit "D," ("Declaration"). 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 distribution building, there will be a requirement that the Buyer create, within 3 years from the Effective Date, and thereafter maintain for 17 years, 325 permanent jobs at the greater of an average annual salary of \$32,000.00 or the then-current Living Wage. These 325 jobs include, but are not limited to, full-time jobs arising in connection with operation and administration of the distribution facility, with each permanent job totaling no less than 36 hours per job, per week. Verification of the 325 jobs will take place at the points in time that are 5 years, 10 years, 15 years, and 20 years after the Effective Date and failure to maintain a two-year average job number of at least 325 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 of the

Declaration. The Buyer has submitted an Economic Impact Analysis prepared by the County's Planning, Research and Economic Analysis Section within the Department of Regulatory and Economic Resources, dated March 25, 2020, substantiating the economic benefits to Miami-Dade County both during and following completion of construction of this Project, attached as Attachment AA.

- Authorizes the Buyer to submit applications for a tentative plat, tree removal, and other permits with the governmental entities with jurisdiction over such matters prior to Closing, at Buyer's expense, with the County agreeing solely in its proprietary capacity and conditioned upon no work being performed prior to Closing;
- Authorizes the Closing, conditioned on the following:
 - (i) Three (3) days from the Effective Date, Buyer shall make a refundable deposit in accordance with Section 5 of the PSA, equal to \$1,102,842.65 ("Deposit") with the County;
 - (ii) On or before December 15, 2020, Buyer has received governmental and planning approvals satisfactory to Buyer or has waived this condition by written notice; and
 - (iii) All closing documents and authorizing resolutions have been delivered into escrow.
- Declares the Property surplus to Miami-Dade County;
- Authorizes the County Mayor or the County Mayor's designee to execute the PSA 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 percent of the proceeds of the sale of the property be deposited into the Miami-Dade County Affordable Housing Trust Fund and 75 percent 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 76.862 acres of County-owned property are being sold to Amazon.com Services, LLC. for its appraised value of \$22,056,853.00, of which a deposit of \$1,102,842.65 is to be placed in an escrow account with Chicago Title Insurance Company, within three days from the Effective Date of the PSA Contract.

Track Record/Monitor

Gregory Gunter, Real Estate Advisor of the Internal Services Department is managing the conveyance and monitoring of the Property's development.

Delegation of Authority

The resolution 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 and the Declaration, all attached as Attachment 1 to the authorizing Resolution; (ii) to exercise any and all rights conferred in the PSA and the 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 of Restrictions to confirm that any assignments to affiliated entities of Buyer meet the definition of affiliated entities, and to approve assignments to unaffiliated third parties provided that there is a lease back to Buyer which is not cancellable at will, for the same time frame and under the same requirements and restrictions as set forth in the Declaration of Restrictions; (vii) and, prior to closing, to join in and execute certain development application for the Property, solely in the County's proprietary capacity as owner, prior to closing, submitted by Buyer at Buyer's sole expense; (viii) execute any necessary and customary documents in connection with the escrow agreement as referenced in the PSA; and (ix) confirm that assignments to affiliated entities of Buyer meet the definition of affiliated entities, and approve certain assignments to unaffiliated third parties under limited conditions as set forth in the PSA and Declaration.

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 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. 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 distribution facility 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 distribution facility project would provide benefits to the County beyond that which would be achieved by competitive bid.

The 76.862 acres of County-owned property, under its present zoning of IU-3 which allows industrial use such as this distribution center, are being sold to Buyer for a sale price of \$22,056,853.00, which is within

the mid-range of the of two appraisals performed by two appraisers chosen by the County who hold Member of the Appraisal Institute (MAI) designations (\$20,120,000.00 and \$25,120,000.00, respectively). The sales price is further supported by the Property Appraiser's valuation after a 20 percent upward adjustment is applied (\$20,920,575.00), and the agreed upon sales price averages the three values. The Property was appraised for its as-is market value of the fee simple estate and is subject to restrictions which limit development uses.

The PSA provides the Buyer is granted a due diligence period up through December 15, 2020 in order to confirm that governmental approvals and permits can be obtained to its satisfaction and allows the Buyer, at its sole cost and expense, to apply for tentative plat and other permit and governmental approvals, with the County signing off solely in its proprietary capacity as the owner if required. In the event that the Buyer is not satisfied that the approvals have or will be obtained, Buyer may choose to terminate the contract and the Deposit will be returned, save and except that for a 90 day period, the sum \$150,000.00 from the Deposit can be applied by the County to any costs arising from a default by Buyer relating to such due diligence activities. The PSA also includes an indemnification provision, requiring the Buyer to indemnify the County for liability, loss or damage arising from the conveyance.

In connection with the conveyance, the Buyer is required to execute a Declaration of Restrictions at Closing which, among other requirements and restrictions: (i) requires the use of the Property for the development and operation of a distribution building of no less than 1,000,000 square feet with associated office space, and warehouse space, to be used to receive, store, assemble, ship, distribute, prepare, sell, and serve as pick-up/drop-off location for products, materials, food, grocery, and liquor items, and ancillary uses; (ii) requires the creation of a minimum of 325 full-time or full-time equivalent permanent jobs with an average annual salary of no less than the greater of \$32,000.00 and the then current Living Wage; (iii) requires the Buyer to invest \$80,000,000.00 into the Property in connection with the Project, to include soft costs and construction costs. Additionally, this conveyance places approximately 76.862 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 distribution 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 program. The Buyer shall be responsible to the Internal Service Department, Small Business Development Division ("SBD") of the County for the cost of monitoring SBD goals during the construction phase 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 a reversionary right in connection with this conveyance. 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"). The Transfer Restriction would not apply to any mortgage of a financing lender, provided however that all other provisions of the Declaration would remain in full force and effect and would be superior to such interest.

Based on the foregoing, this transaction is recommended as being in the best interest 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, and this deal proceeds to closing, and based on staff's review of the Economic Impact Analysis, and information provided by the Buyer, the Project is feasible and staff is currently unaware of any obstacle which would

preclude the conveyance or proposed development and use of the Property. 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.

The County provided written notice to the public of the intent to convey this Property in the Daily Business Review on May 19, 2020.

Additional details are as follows:

BUYER:	AMAZON.COM SERVICES, LLC 410 Terry Avenue North Seattle, WA 98109
PRINCIPAL(S):	Michael D. Deal (MGR) Amazon.com Sales, Inc. (MBR)
LOCATION:	13200 SW 272 Street, Miami, FL, 33032
SIZE:	Approximately 76.862 acres
FOLIO NUMBERS:	30-6935-000-0400 30-6935-000-0061
ZONING:	Industrial (IU-3)
SALE AMOUNT:	\$22,056,853.00
PERIOD OF DECLARATION OF RESTRICTIONS FOR USE AND JOBS:	Twenty (20) Years

Attachment



Jack Osterholt
Deputy Mayor

Economic Impact Analysis

Project Flash

March 25, 2020

Project Information and Assumptions

An ***economic impact simulation*** predicts the *economic effects* of the ‘shocks’ occurring on the local economy caused by activities such as new business, project venture, government policy, environmental regulations and other changes. The following is an effort to forecast the possible economic impact of a fulfillment and distribution center for specialty product orders placed primarily through an online format. According to the project details provided by the company, a total investment of \$80 million will be made over two years and the company will hire a total of 325 net new employees to operate the center.

The following simulation was conducted using ***REMI Policy Insight Plus*** to forecast the economic impact of this project over the next 6 years. REMI Policy Insight Plus is a dynamic modeling software that incorporates different aspects of modeling approaches, which include input-output, general equilibrium, econometrics, and economic geography. The model is calibrated specifically to Miami-Dade County for policy analysis and forecasting and includes economic and demographic and policy variables so that any project or policy that affects the local economy can be tested. REMI is used by government agencies (including most U.S. state governments), consulting firms, nonprofit institutions, universities, and public utilities.

Some general simplifying assumptions have been made in order to employ the REMI model to estimate the possible economic impacts of this project. Using data provided by the company, this study assumed the \$80 million investment will be made in the first two years (2020 and 2021). 215 new full-time equivalent employees will be hired starting in 2022. Total number of employees will increase to 325 in 2023 and maintain throughout the whole study period. The total study forecast period spans from 2020 to 2025. (See Table 1)

Table 1: Investment and Job Creation by Year

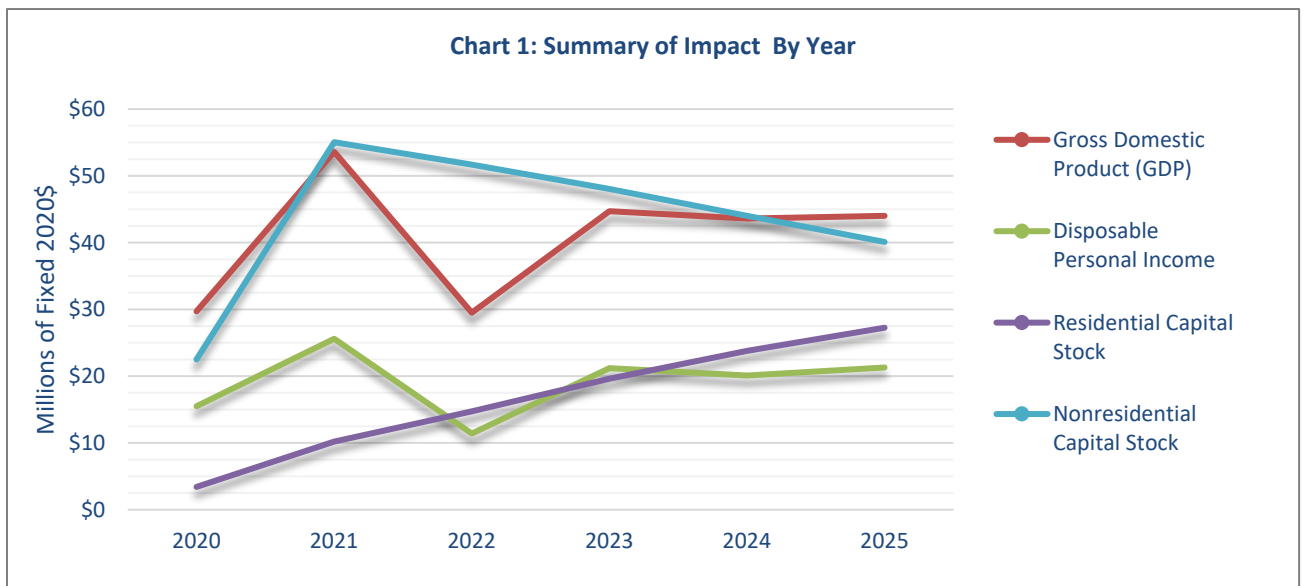
Category	Units	2020	2021	2022	2023	2024	2025
Investment	Millions	\$20.0	\$60.0	\$0.0	\$0.0	\$0.0	\$0.0
Permanent Jobs	Jobs	0	0	215	325	325	325

Economic Impact Analysis Result

The economic impact of this project can be measured by the changes from the baseline forecast in total employment, gross regional product, real disposable personal income, residential capital stock, and non-residential capital stock. The resulting values are expressed in millions of 2018 fixed dollars and summarized in Table 2.

Table 2: Economic Impact Summary

Category	Units	Construction		Operation			
		2020	2021	2022	2023	2024	2025
Total Employment	Jobs	297	527	363	544	526	523
Gross Domestic Product (GDP)	Millions of Fixed 2020\$	\$29.7	\$53.6	\$29.5	\$44.7	\$43.6	\$44.0
Disposable Personal Income	Millions of Fixed 2020\$	\$15.5	\$25.6	\$11.4	\$21.2	\$20.1	\$21.3
Residential Capital Stock	Millions of Fixed 2020\$	\$3.4	\$10.2	\$14.7	\$19.6	\$23.8	\$27.3
Nonresidential Capital Stock	Millions of Fixed 2020\$	\$22.5	\$55.0	\$51.7	\$48.0	\$44.0	\$40.1



Employment

AVERAGE ANNUAL
INCREASE IN TOTAL
EMPLOYMENT

489 JOBS/YEAR

In this study, employment includes both full-time and part-time jobs in Miami-Dade County. It includes the *direct jobs* created by the projects, the *indirect jobs* created by other businesses as a result of the needs of these projects, the *induced jobs* created by the expenditures of the direct and indirect employees, the *investment activity jobs* created to produce the needed capital goods for the projects, and *state and local employment* to support population growth and increased economic activity.

During the construction years of 2020 and 2021, REMI estimates the average employment impact of these projects would be 297 and 527 temporary jobs, respectively. As this project rolls into the operational phase in 2022, its impact on employment would average 489 new jobs between 2022 and 2025. These include the net new direct employees as well as all indirect and induced jobs resulting from these projects. (See Table 3 for details)

Employment Multiplier

TOTAL EMPLOYMENT MULTIPLIER
1.65

An employment multiplier measures the total employment impact a particular industry or business (stimulus) would have upon a region's economy. For example, a multiplier of 1.18 means for every 100 jobs created, an additional 18 indirect and induced jobs would be created. If a multiplier is less than 1, it means that competition and

substitution effects will take place in the market where the project will be located. The result will be lower net new jobs than the jobs created by the proposed project onsite as the new business recruits employees away from competitors.

Direct Employment (stimulus)	1,954	1,954	1,954	1,954	1,954	1,954
Total Employment Impact	2,713	2,764	2,722	2,667	2,620	2,697

Direct Impact (net new jobs)	706	687
Indirect Impact	853	850
Induced Impact	641	686
Investment Activity Demand Impact	388	386
State and Local Government Impact	125	145
Total Employment Multiplier	1.39	1.41
INDUCED IMPACT	75 AVG JOBS/YEAR	
INVESTMENT ACTIVITY DEMAND IMPACT	23 AVG JOBS/YEAR	
STATE AND LOCAL GOVERNMENT IMPACT	23 AVG JOBS/YEAR	
TOTAL EMPLOYMENT IMPACT	489 AVG JOBS/YEAR	

Direct employment impacts represent the number of net new jobs created by a particular industry or business (stimulus), which are job gains that may be partially offset by layoffs and new market entrants in the local and nearby markets. In this case net new direct jobs will average 287 jobs per year.

Indirect employment impacts are jobs created in the industries that supply, support, and service that particular industry or business. Project Flash will average an additional 80 indirect jobs per year.

Induced employment impacts signify additional jobs generated as a result of wages spent by employees of the direct and indirect jobs of the particular industry

or business on the economy. This project would induce the creation of 75 additional jobs, on average, per year. **Investment activity demand employment impacts** indicate jobs needed to satisfy demand for capital goods. Investment activity demand from this project will generate 23 new jobs per year on average. **State and local government employment impacts** are jobs created in the public sector to support all additional population growth and economic activities generated by that particular industry or business (stimulus). On average, 23 jobs per year would be created in the state and local public sectors. Therefore, the total average annual employment impact from Project Flash, as shown in Table 3, will be 489 jobs per year. In comparison, total January 2018 Miami-Dade County employment in the transportation and employment sector was 86,200 workers.

Table 3: Total Employment Multiplier

Category	2022	2023	2024	2025	Average
Direct Employment (stimulus)	215	325	325	325	298
Total Employment Impact	363	544	526	523	489
<i>Direct Impact (net new jobs)</i>	209	317	313	311	287
<i>Indirect Impact</i>	60	90	86	85	80
<i>Induced Impact</i>	48	88	81	84	75
<i>Investment Activity Demand Impact</i>	28	27	20	17	23
<i>State and Local Government Impact</i>	18	23	25	26	23
Total Employment Multiplier	1.69	1.67	1.62	1.61	1.65

As shown in Table 3, the average total employment multiplier of this project during the operational phase between 2022 and 2025, is 1.65. This means that, on average, for every 100 new direct job created by the project, 65 additional indirect, induced, investment and government jobs are created throughout the county's economy.

Gross Regional Product (GRP)

AVERAGE ANNUAL INCREASE IN GROSS REGIONAL PRODUCT

\$40.5 Million

Gross Regional Product (GRP) is analogous to the nation's Gross Domestic Product (GDP). It is the total value of all goods and services produced in a region. It can be used as a barometer to gauge a region's economic well-being. The GRP impact of this project is estimated to be \$83.3 million during the construction years of 2020 and 2021. From 2022 to 2025, the aggregate 4-year GRP impact would be \$161.8 million. For the 4-year operating time period, the average impact of the proposed projects on GRP would be \$40.5 million per year. Total 2018 Miami-Dade GRP in this sector, the transportation and warehousing sector, is \$8.7 billion, the most recent data available.

Disposable Personal Income

AVERAGE INCREASE IN DISPOSABLE PERSONAL INCOME

\$18.5 Million

Disposable Personal Income (DPI) represents the after-tax income that can be spent or saved by income earners. According to REMI, the increase of total DPI in the county would be \$41.1 million during the two construction years. As the operational phase begins in 2022 through 2025, the aggregate economic impact of this project on DPI is estimated to be \$74.0 million. The average yearly impact of the proposed project on regional DPI would be \$18.5 million throughout the operational time period (2022-2025). Total personal income in the county in 2018, the most recent data available, was \$138.1 billion.

Capital Stock

AVERAGE ANNUAL INCREASE IN RESIDENTIAL CAPITAL STOCK

\$21.3 Million

Residential capital stock is the value of all residential capital (housing structures) in the region accumulated over time, net of depreciation. In the construction years of 2020 and 2021, this project's total impact on the residential capital stock would be \$13.6 million according to REMI. The impact would grow bigger over time because new residential stock would be needed to accommodate increasing population. On average, the impact on residential capital stock would be an increase of \$21.3 million per year over the operational time frame (2022-2025).

AVERAGE ANNUAL INCREASE IN NON- RESIDENTIAL CAPITAL STOCK

\$46.0 Million

Non-residential capital stock is the value of all non-residential capital (non-housing structures) in the region accumulated over time, net of depreciation. REMI estimates this project's total impact on non-residential capital stock in the county at \$77.5 million during the construction years. The average impact on non-residential capital stock is projected to be an increase of \$46.0 million annually over the entire operational time period from 2022 to 2025.

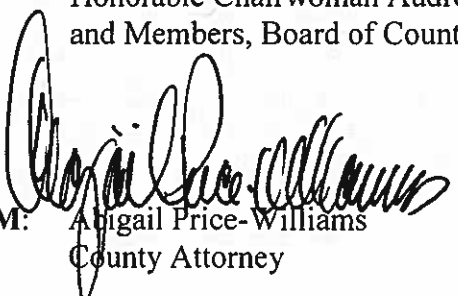


MEMORANDUM

(Revised)

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

DATE: July 8, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(12)

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 _____

Agenda Item No. 8(L)(12)
7-8-20

RESOLUTION NO. R-655-20

RESOLUTION DECLARING AS SURPLUS 76.862 ACRES OF VACANT COUNTY-OWNED LAND IDENTIFIED BY FOLIO NUMBERS 30-6935-000-0400 AND 30-6935-000-0061 AND LOCATED AT 13200 SW 272 STREET, MIAMI, FL 33032 (“PROPERTY”); APPROVING THE SALE OF THE PROPERTY TO AMAZON.COM SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN ORDER TO CONSTRUCT AND OPERATE A DISTRIBUTION BUILDING OF NO LESS THAN 1,000,000 SQUARE FEET AS AN ECONOMIC DEVELOPMENT CONVEYANCE PURSUANT TO SECTION 125.045, FLORIDA STATUTES, FOR THE APPRAISED MARKET VALUE OF \$22,056,853.00; 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; 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, Amazon.com Services, LLC (the “Buyer”), has expressed its desire and intent to purchase the Property in order to construct a distribution building of no less than 1,000,000 square feet with associated office space, and warehouse space, to include infrastructure and parking (the “Improvements”), to be used to receive, store, assemble, ship, distribute, prepare, sell, and serve as pick-up/drop-off location for products, materials, food, grocery, and liquor items, and ancillary uses related thereto (“Permitted Uses”) and collectively, (the “Project”) ; and

WHEREAS, in exchange for the right to purchase the Property, the Buyer will be obligated to make certain economic investments in Miami-Dade County at the Property, all as set forth in the Declarations of Restrictions (the “Declaration”) attached hereto and incorporated herein as Exhibit “D” to the Contract for Sale and Purchase (“PSA”), 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 distribution building of no less than 1,000,000 square feet with associated office space, and warehouse space, to be used to receive, store, assemble, ship, distribute, prepare, sell, and serve as pick-up/drop-off location for products, materials, food, grocery, and liquor items, and ancillary uses related thereto; (ii) completion of all

of the aforementioned construction within 36 months of the Effective Date of the PSA; (iii) expenditure of a minimum of \$80,000,000.00 to construct the improvements and set forth herein, to acquire and install equipment, and for soft costs associated with the construction; (iv) creation within 3 years of the Effective Date of the PSA, and maintenance for 17 years thereafter, of at least 325 permanent full time jobs with an average annual salary of no less than the greater of \$32,000.00 or the living wage then in effect; and

WHEREAS, the Declaration provides, among other things, for milestones for the application of permits (18 months from the Effective Date of the PSA) and for completion of construction (36 months from the Effective Date of the PSA), 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, the Buyer 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 responsible wages in accordance with Section 2-11.16 of the Code of Miami-Dade County; and

WHEREAS, pursuant to the terms of the Declaration, the County will verify the Buyer's job creation obligations at years 5, 10, 15 and 20 of the Declaration and if the Buyer 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 the Buyer fails to adhere to the restrictions on the assignment prior to the issuance of a Certificate of Occupancy for the Project, then the County has the right to revert the Property; and

WHEREAS, an appraisal was performed by two independent appraisers, each holding an Member of the Appraisal Institute (MAI) designation, estimating the fair market value of the Property and;

WHEREAS, the property was appraised based upon an estimated site area of 76.862 acres, for which the two appraisals provided a market value range of \$20,120,000.00 to \$25,120,000.00 (\$261,713.36 to \$326,751.48 per acre), and additionally, the value set forth in the Property Appraiser's website, after a 20% adjustment upward, is \$20,930,575.00; and

WHEREAS, the sale price of \$22,056,853.00 was derived from the average of the three appraised values; 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, pursuant to the terms of the PSA, for the period between the Effective Date and the Closing, Buyer is required to place a deposit of \$1,102,842.65.00 into escrow, during which time, among other things, Buyer will seek to procure development permits which will assist in the timely construction and completion of the Project ("Due Diligence"); and

WHEREAS, as a condition precedent to Closing, Buyer may procure governmental permits, or satisfy itself that such permits will be issued up through and including December 15, 2020; and

WHEREAS, the Property will be conveyed by the County to the Buyer by County Deed in substantially the form attached to the PSA as Exhibit “C”, which 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

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 the Buyer and the construction of the facilities thereon may also encourage relocation of other members of other 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, pursuant to Administrative Order No. 8-4, Miami-Dade Internal Services Department previously announced the availability of the Property to all County departments and determined there was no interest in the Property; and

WHEREAS, written notice has been provided to the public of the proposed conveyance by advertisement in the Daily Business Review in accordance with Resolution No. R-407-19; and

WHEREAS, although the County’s Small Business Enterprise (“SBE”) programs are not legally required in connection with the 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; and

WHEREAS, Buyer shall be responsible to the Internal Service Department, Small Business Development Division (“SBD”) of the County for the additional cost of monitoring SBD goals during the construction phase of the Project and compliance with the SBE program, including annual costs based on an initial estimate of \$110,617.00 (subject to annual increases for merit, cost of living or operating increases); and

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

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

Section 1. This Board incorporates and approves the foregoing recitals, the exhibits to this resolution, and the accompanying Mayor's memorandum as if fully set forth herein.

Section 2. This Board hereby declares the Property surplus, and, pursuant to section 125.045, Florida Statutes, authorizes the conveyance by sale of the Property to the Buyer as set forth herein.

Section 3. This Board hereby approves the terms, and authorizes the execution by the County Mayor or County Mayor's designee of (1) the PSA between the County, as seller, and Amazon.com Services, LLC, as buyer, in substantially the form attached hereto as Attachment 1, and (2) the Declaration of Restrictions in substantially the form attached to the PSA as Exhibit D thereto.

Section 4. This Board delegates the authority to the County Mayor or County Mayor's designee to: (1) finalize the purchase of the Property with the Buyer, including (1) execution of the PSA and the Declaration in substantially the form attached hereto as Attachment 1, ; (2) exercise all rights conferred in the PSA and the Declaration unless expressly reserved to this Board, including but not limited to joining in and executing certain development applications for the Property prior to closing, solely in the County's proprietary capacity as owner, and solely at Buyer's expense, all as provided in the PSA; (3) 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, and the Declaration; (4) issue an estoppel letter stating the County

is unaware of any defaults under the Declaration or PSA, or if applicable, specifying any known defects; (5) execute documents necessary to release the restrictions in the Declaration after compliance therewith; (6) execute any necessary and customary documents in connection with the escrow agreement as referenced in the PSA; (7) confirm that assignments to affiliated entities of Buyer meet the definition of affiliated entities, and approve certain assignments to unaffiliated third parties under limited conditions as set forth in the PSA and Declaration; and (8) 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 8 herein consistent with the terms of the PSA and Declaration, and only if such exercise of authority is not at additional cost to the County, does not place the County in a less favorable economic position or subordinate any right or interest held by the County unless authorized by the PSA or Declaration, and does not directly or indirectly modify the terms of the PSA or Declaration as approved by this Board.

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 as Exhibit C.

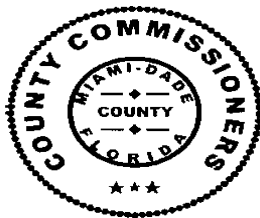
Section 6. This Board directs the County Mayor or County Mayor's designee to deposit 75 percent of the sale proceeds from the sale of the Property into the Homestead Air Reserve Base Trust Fund, and in accordance with Resolution No. R-138-16, to deposit 25 percent of the sale proceeds from the sale of 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 foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2020. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

MRP

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("**Contract**") is made this ____ day of _____, 20__ ("**Effective Date**"), by and between Seller, **Miami-Dade County**, a political subdivision of the State of Florida ("**SELLER**" or "**County**"), 111 N.W. 1st Street, 21st Floor, Miami, Florida 33128, and Buyer, **Amazon.com Services LLC** ("**BUYER**").

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

1. AGREEMENT TO SELL. SELLER hereby agrees to sell and BUYER hereby agrees to buy, all in accordance with and subject to the satisfaction of the conditions set forth in this Contract, the approximately 76.862 acres of real property, **Folio Number 30-6935-000-0400 and Folio Number: 30-6935-000-0061**, which are more particularly described in the survey and legal description attached as "**Exhibit "A"**" to this Contract (the "**Property**") for the purpose of developing, constructing and operating a distribution facility to be comprised of a distribution building of no less than 1,000,000 square feet with associated office space, warehouse space, infrastructure and parking (the "**Improvements**"), all as shown on the attached conceptual site plan "**Exhibit "B"**", to be used to receive, store, assemble, ship, distribute, prepare, sell, and serve as pick-up/drop-off location for products, materials, food, grocery, and liquor items, and ancillary uses related thereto ("**Permitted Uses**") and collectively, (the "**Project**").

2. PURCHASE PRICE. BUYER agrees to pay a purchase price for the Property in the amount of Twenty Two Million, fifty-six thousand, eight hundred and fifty three Dollars (\$22,056,853.00) (the "**Purchase Price**") which shall be paid by wire transfer to the County on the Closing Date (as such term is defined in Section 7c below).

3. TIME OF ACCEPTANCE. BUYER acknowledges that this Contract requires approval by the Board of County Commissioners ("**Board**") to be effective in accordance with Section 23 of this Contract. BUYER agrees that its offer to purchase the Property as set forth in this Contract shall be irrevocable and shall not be modified or withdrawn, except as permitted herein, prior to September 30, 2020 ("**BCC Approval Window**"). If this offer is not accepted by SELLER and the Contract approved by the Board prior to September 30, 2020 then BUYER's offer may be withdrawn by BUYER by sending written notice to the County and, upon such written notice, BUYER's offer shall be null and void.

4. INSPECTIONS/HAZARDOUS MATERIALS.

(a) Environmental Site Assessment. The County has, in accordance with a previously executed permit agreement between the parties dated March 27, 2020 provided access to the BUYER, and its agents and contractors, non-exclusive access and permission to enter the Property for the purpose of assessing the physical and environmental condition of the Property and of performing due diligence deemed necessary by the BUYER, including but not limited to, environmental investigations, surveying, and geotechnical testing.

BUYER shall, at BUYER'S sole cost and expense and on or before September 30, 2020 furnish to SELLER an environmental site assessment of the Property to evaluate the potential presence, if

any, of 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 (as defined herein) 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, and shall also include solid waste or debris of any kind or any other substances which are regulated by any environmental law.

(b) Site Assessment. BUYER shall, at BUYER’S sole cost and expense, order on or before September 30, 2020, a site assessment of the Property prepared in accordance with Section 24-44 of the Code and associated guidance to test for and determine the existence and extent, if any, of specifically, contamination (as defined in Section 24-5 of the Code) and/or Chapter 62-780 FAC or the presence of Hazardous Materials on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. BUYER shall, within ten (10) days of BUYER’S receipt thereof and which may be after the date of Closing, furnish to the Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management (**“DERM”**) a copy of said site assessment report for DERM’s review and approval. The environmental site assessment report of the Property required by subsection 4(a) above may be used to satisfy the requirements of this subsection 4(b) and submitted to DERM for its review and approval if said subsection 4(a) report was prepared in accordance with Section 24-44 of the Code and associated guidance. In the event that BUYER terminates this Contract in accordance with the provisions of Section 13 or otherwise in accordance with any of the terms hereof, BUYER shall no longer have an obligation to provide the site assessment called for in this Subsection 4(b). This Subsection 4(b) shall survive the Closing of this Contract.

(c) Liability for Hazardous Materials. From and after closing BUYER waives its right to recover from, and forever releases SELLER from any and all demands, claims, causes of action, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever including, without limitation, attorneys’ fees and costs, that BUYER may assert against SELLER concerning or in any way be connected with the environmental condition of the Property including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. section 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, et seq.), the Clean Water Act (33 U.S.C. section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), all as amended or modified. BUYER will indemnify, defend, and hold Seller harmless from and against any and all losses, liabilities, damages, costs, and expenses (including remediation, removal, repair, corrective action, or cleanup expenses, reasonable attorneys’ and consultants’ fees, and punitive and/or natural resource damages) that are brought or recoverable against, or incurred by, SELLER as a result of any release of Hazardous Materials on the Property by BUYER. As used herein, the term “Hazardous Materials” means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any legal requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued

thereunder. This Subsection 4(c) shall survive the termination of this Contract and the Closing of this Contract.

5. DEPOSIT. Within three (3) days of the Effective Date of this Contract, BUYER shall deposit One Million, One Hundred and two thousand, Eight hundred and forty-two and 65/100 Dollars (\$1,102,842.65) (the “**Deposit**”) into the Closing Escrow (as hereinafter defined in subsection 7(e) below). The Deposit shall serve to secure BUYER’s obligation to use commercially reasonable and good faith efforts to close on the purchase of the Property in accordance with the terms of this Contract and the indemnities and obligations set forth in section 6 below.

6. TENTATIVE PLAT AND PERMITTING. In order to expedite the development approvals for the Property, BUYER desires to have the County, and the County has agreed, solely in its proprietary capacity as owner of the Property, to allow BUYER to submit certain applications for a tentative plat and for tree removal and other permits with the governmental entities with jurisdiction over said matters in accordance with the plans and specifications prepared by BUYER. All costs associated with the preparation, submission and issuance of such tentative plat and any permits shall be the sole responsibility of BUYER and shall be paid for by BUYER. The County assumes no responsibility or liability for the sufficiency, completeness, correctness or soundness of said plans, specifications, applications and permits or of any costs associated therewith, and BUYER hereby agrees to hold the County harmless from any and all cost, loss, liability, action, claim or otherwise associated with said plans, specifications, applications and permits. 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 tentative plat or to any permits issued for the Property and/or the violation of any permits issued for the Property. Upon Closing of the Property, any such temporary plats or permits shall be the sole responsibility of the BUYER and the County’s name shall be removed from any such plats or permits that identify the County as the owner of the Property. BUYER understands and agrees that if BUYER fails to timely close on the Property or this Contract is terminated, the County shall have no obligation to pursue any permits or develop the Property in accordance with any tentative plat. BUYER shall make no improvements or begin any work on the Property prior to the Closing, notwithstanding the issuance or existence of a tentative plat, tree removal permits, or any other permits. If, following written notice from the County and a thirty (30)-day opportunity to cure, BUYER fails to correct any breach of this Section 6 or the provisions or conditions of the temporary plat or any permits issued, the County shall have the right to exercise self-help to cure the default and, following such cure, to draw down from the Deposit being held in Closing Escrow an amount equal to the County’s costs to cure the default; provided, however, that the County may only draw down a maximum of \$150,000.00 from the Deposit (this amount to be drawn, if at all, from the Escrow Holdback, as defined in Section 7(b) below, as may be applicable). If the Escrow Holdback is insufficient to cure BUYER’s default, the County shall have the right to institute legal action to recover any additional sums due to cure the breach of this Section 6. Prior to drawing down on the Escrow Holdback, the County shall provide the BUYER with evidence of its estimated costs to cure such breach. Thereafter, within one hundred eighty (180) days from the date of the County’s initial notice of the breach (or within 180 days of the termination of this Contract, as applicable), the County shall provide evidence of its actual costs incurred, and upon

delivery of the same, the Parties shall “true up” the expenses by a refund to BUYER or an additional payment to SELLER, as applicable. This section 6 shall survive the termination of this Contract and the Closing of this Contract.

7. CLOSING, EXPENSES AND POSSESSION. This Contract shall be closed following approval by SELLER, through its Board, and following satisfaction of the following conditions precedent set forth herein, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at Closing.

- (a) Conditions Precedent to Closing.** The obligations of the parties to consummate the transaction (the “**Closing**”) is contingent upon (i) BUYER receiving, on or before December 15, 2020 (the “**Notification Date**”), all development commitments, entitlements, permits and approvals required by the County or other governmental or quasi-governmental agencies with jurisdiction in connection with the Project (including, without limitation, final site plan approval from the County) (collectively, the “**Approvals**”) with such Approvals being granted containing no terms, conditions, or provisions that are unsatisfactory or objectionable to BUYER in its sole discretion, or alternatively, prior to December 30, 2020, BUYER providing written notice to SELLER that BUYER is waiving this Condition Precedent and is proceeding to Closing; and (ii) the delivery of all of the closing documents and the authorizing resolutions into Closing Escrow.
- (b) Termination.** BUYER and SELLER acknowledge and agree that if the Conditions Precedent are not met on or before the Notification Date, then this Contract shall automatically terminate without the need for action or notice by either party to effectuate said termination. In the event of any termination under this Section 7(b), the Deposit shall be returned to BUYER immediately following the termination of this Contract, except for \$150,000.00, which shall be held by Escrow Agent for a period of ninety (90) days following the date of termination (the “**Escrow Holdback**”), and, except as expressly set forth in this Contract, neither the BUYER nor the SELLER shall have any obligations or liabilities under this Contract to each other, and shall bear their own costs, fees, and expenses, if any.
- (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 satisfaction of the Conditions Precedent. The date, time and place of closing (the “**Closing Date**”) shall be agreed to by BUYER and 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 “C”** of this Contract to be fully executed by SELLER and the Declaration of Restrictions for the Property attached hereto as **Exhibit “D”** of this Contract. The Declaration of Restrictions shall be recorded contemporaneously with the County Deed, immediately following recordation of the County Deed. BUYER shall be responsible for recording the County Deed and the Declaration of Restrictions immediately following the Closing.

(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 costs, 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 Chicago Title Insurance Company (the "**Escrow Agent**") on or before the Closing Date, and shall pay any costs charged by such Escrow Agent. Nothing contained in BUYER's survey of the Property shall affect the Purchase Price or terms of this Contract. BUYER understands and agrees that it shall be responsible for all costs of compliance with the terms of the County Deed and Declaration of Restrictions, except as otherwise specifically set forth therein. The obligation to pay such costs expended as forth in this Paragraph 7(e) shall survive the termination of this Contract and the Closing of this Contract.

8. SURVEY. The BUYER at its sole cost and expense, has provided SELLER with a boundary survey of the Property prepared and certified by Pulice Land Surveyors, Inc, a professional land surveyor licensed by the State of Florida, dated May 19, 2020 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.

9. EASEMENTS, RESTRICTIONS AND 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 August 12, 2004, and recorded in the Official Records of Miami-Dade County on December 8, 2004 at OR Book 22889, Page 2565-2574 attached as "**Exhibit "E" ("Accepted Restrictions")**" and the Economic Development Conveyance Agreement between the United States of America and Miami-Dade County, approved by Miami-Dade County by Resolution 909-04 on July 13, 2004 attached as "**Exhibit "F" ("Economic Development Conveyance Agreement")**". 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.

10. 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 10 survives the Closing of this Contract.

11. CONDITION OF THE PROPERTY. BUYER acknowledges that it has inspected, or shall inspect, the Property and is aware of, or will be aware of, and accepts the condition and state of repair of the Property and agrees to accept the Property 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 11 expressly survives the termination of this Contract and the Closing of this Contract.

12. 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.

13. TITLE INSURANCE; DUE DILIGENCE PERIOD. BUYER may, at its sole cost and expense obtain 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, and naming BUYER as the insured. BUYER shall have sixty (60) days from the Effective Date of this Contract to review title to the Property and conduct any other inspections or due diligence relating to the Property (the “**Due Diligence Period**”). If BUYER determines, in its sole and absolute discretion, that the Property is not acceptable, BUYER may terminate this Contract at any time prior to the expiration of the Due Diligence Period by giving written notice to SELLER, in which case the Deposit shall be returned to BUYER immediately following the termination of this Contract, except for the Escrow Holdback, which shall be held by Escrow Agent for a period of ninety (90) days following the date of termination. BUYER shall have the right, in BUYER’s sole discretion, to elect to proceed with this Contract at any time on or before the expiration of the Due Diligence Period, by delivering written notice thereof to SELLER (“**Notice to Proceed**”). If BUYER does not deliver a Notice to Proceed to SELLER on or before the expiration of the Due Diligence Period, the Deposit, less the Escrow Holdback, which shall be held by Escrow Agent for a period of ninety (90) days following the date of such deemed termination, shall promptly be returned to BUYER by the Escrow Agent and, this Contract shall be terminated and the parties shall have no further obligation or liability in connection herewith, except with respect to any matters that are expressly stated to survive the termination of this Contract. The cost and expense of the title insurance shall be borne and paid for by the BUYER. This Paragraph 13 survives the termination of this Contract and the Closing of this Contract.

14. 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.

(b) All Other Defaults. For all BUYER defaults, other than those set forth in Paragraph 14(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, 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 obligations under this Contract. This Section 14 shall survive the termination or Closing of this Contract.

15. 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.

16. ASSIGNMENT. This Contract shall not be assigned by BUYER to any person or entity without the prior written consent of the SELLER, as evidenced by a resolution of the Board in its sole and absolute discretion; provided, BUYER may:

- (a) Without SELLER's prior consent, assign this Contract to (i) any entity controlling, controlled by, or under common control with BUYER (an "**Affiliated Entity**"); (ii) any entity resulting from the merger or consolidation of or with BUYER or an Affiliated Entity; (iii) any person or entity that acquires all (or substantially all) of the assets of BUYER or an Affiliated Entity; or (iv) any successor of BUYER or an Affiliated Entity by reason of public offering, reorganization, dissolution, or sale of stock, membership, or partnership interests or assets; provided, however, that within fifteen (15) days of the assignment permitted herein, BUYER shall provide reasonably sufficient evidence to satisfy SELLER that the assignment satisfies 16(a)(i), (ii), (iii) or (iv) set forth herein; and
- (b) With the prior written consent of the County Mayor or Mayor's designee, assign this Contract to an unaffiliated third party, provided BUYER submits a written

request seeking such consent and BUYER and the assignee enter into a lease agreement for BUYER to lease the Property from the assignee for a period of at least the period of time remaining in the Declaration of Restrictions, which lease is not cancellable at will by either party, and which allows the development and use of the Property as required and/or restricted by the Declaration of Restrictions; and provided further, that the County Mayor or Mayor's designee may only disapprove of such a transfer if BUYER's written request to the SELLER fails to provide the SELLER with a recordable memorandum of lease showing that (i) the Property is being leased back to the BUYER for at least the duration of the Declaration of Restrictions, (ii) the lease is not terminable by at will by either party, and (iii) the lease allows the development and use of the Property that consistent with the use and development requirements and restrictions set forth in the Declaration of Restrictions (collectively the "**Conditions Subsequent**"). The County Mayor or Mayor's designee shall provide its written approval or disapproval within fifteen (15) days of BUYER'S written request for such approval. If SELLER fails to object within 15 days of receipt, then SELLER shall be deemed to have approved the assignment. BUYER shall disclose the Conditions Subsequent to any assignee under this section. Any such assignment hereunder shall not release BUYER or any successor from its obligations pursuant to this Contract and any such assignee shall be required to first execute the Declaration of Restrictions to be recorded at Closing.

17. TIME OF ESSENCE. Time is of the essence in the performance of this Contract. Notwithstanding the foregoing sentence, if either party is prohibited from performing by any force majeure, including, without limitation, flooding, hurricanes or other severe weather, riots, strike, civil uprising, war, acts of terrorism, health epidemic, or any other "act of god", then performance shall be delayed for the reasonable period necessary to allow such performance and such delay in performance shall not constitute a default hereunder. In the event of a delay caused by force majeure, if any such delay shall continue for a period of 180 days or more, either party may terminate this Contract, in which case the Deposit shall be refunded to BUYER and neither party shall have any obligations hereunder except for those that specifically survive termination.

18. 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. SELLER shall hold the BUYER 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 SELLER. This Paragraph 18 survives the termination or Closing of this Contract.

19. INDEMNIFICATION. Except to the extent caused by the gross negligence or willful misconduct of SELLER or its officers, employees, agents or instrumentalities, BUYER shall

indemnify and hold harmless the SELLER and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including actual 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; provided, however, that the foregoing indemnification shall not apply to challenges relating to alleged failures of the County to follow legally required procedures required of the County prior to the Board of County Commissioners' approval of the Contract. 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 19 survives the termination or Closing of this Contract.

20. 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.

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

22. SURVIVAL. The covenants of this Contract will survive delivery and recording of deed and possession of the Property for a period of twenty (20) years from Closing.

23. ACCEPTANCE OF OFFER; EFFECTIVENESS OF CONTRACT. SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER in any manner unless or until it is approved by the Board, provided, however, that such Board approval shall not be effective until the earlier of (a) the date the County Mayor of Miami-Dade County indicates approval of such Board action, or (b) the lapse of ten (10) days without the Mayor's veto. In the event that the 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 the Contract rests solely in the discretion of the Board, as does the Mayor's power to veto any action of the Board. Additionally, once the Contract has been legally approved by the Board, then it must also be executed by the Mayor or Mayor's designee to be effective and binding. The date of execution of this Contract by the County Mayor or Mayor's designee shall be the "**Effective Date**" of this Contract and shall be the date set forth in the first page.

24. ESCROW. SELLER and BUYER agree that the Escrow Agent shall hold all documents and funds in the Closing Escrow until Closing. The "**Escrow Agent**" shall be Chicago Title Insurance Company. Any disagreement between the parties and any other person resulting in

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

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

Upon receipt of any of the above, the Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, or demands. In addition, the Escrow Agent may commence an interpleader action and deposit the documents and funds in escrow with a court of competent jurisdiction and in such event shall be relieved of any and all further liability. BUYER shall reimburse the Escrow Agent for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by the Escrow Agent relating to the commencement of an interpleader action under this Contract. Upon completion of the disbursement of the documents and funds held in escrow, the Escrow Agent shall be released and discharged of its escrow obligations under this Contract. BUYER shall indemnify and hold harmless the Escrow Agent with respect to all costs and expenses incurred by the Escrow Agent under this Contract, including reasonable attorneys' fees by reason of the Escrow Agent's performance pursuant to this Contract, except any such costs and expenses arising out of the gross negligence or willful misconduct of the Escrow Agent. This Paragraph 24 survives the termination or Closing of the Contract.

25. NOTICE.

All notices, demands, or other communications of any type provided for herein shall be sent in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed. If any method of notice is used other than electronic mail with confirmed receipt, then a copy shall also be sent by electronic mail with confirmed receipt in order for such notice to be deemed effective. Such notices will be addressed as follows:

As to BUYER:

c/o Amazon.com, Inc.

Attention: Real Estate Manager (NA Ops: MIA8)

Attention: General Counsel (Real Estate (NA Ops): MIA8)

Attention: NA Ops Asset Management (MIA8)

Each with an address of:
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copies to: naops-propmgmt@amazon.com;
opsrelegalnotice@amazon.com;
na-realestate@amazon.com;
naops-rent@amazon.com

using the subject line—Re: [Site Code], and including the following in the subject or email body:

- site's state or country;
- reason for the notice (e.g., default, cease & desist, bribery or anti-corruption).

With copy to: Seyfarth Shaw LLP
Attn: Jami Balint
800 Fifth Avenue, Suite 4100
Seattle, Washington 98104
E-mail: jbalint@seyfarth.com

As to SELLER: Miami-Dade County
Attn: Director
Internal Services Department
111 NW 1st Street, 21st Floor
Miami, FL 33128
E-mail: Tara.Smith2@miamidade.gov

With copy to: Miami-Dade County Attorney's Office
Attn: Debra Herman/Monica Rizo
111 NW 1st Street, Suite 2810
Miami, FL 33128
E-mail: Debra.Herman@miamidade.gov/
monica.rizo@miamidade.gov

As to ESCROW AGENT: Chicago Title Insurance Company
Attn: Mark Schwarz
701 5th Avenue, Suite 2700
Seattle, WA 98104
E-mail: Mark.Schwarz@ctt.com

26. CASUALTY/CONDEMNATION. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, SELLER will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the

Closing: (1) in the event of a casualty, SELLER will assign the insurance proceeds to BUYER; and (2) in the event of a casualty, taking, or condemnation, SELLER will assign to BUYER its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a “Material Event” (as defined below), then BUYER may elect to terminate this Contract by written notice to SELLER given on or before the Closing Date, and upon such termination, the Deposit will be returned to BUYER and the parties will have no further liability or obligation hereunder. As used in this Section, a “**Material Event**” means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede BUYER’s planned use of the Property.

27. ANTI-CORRUPTION. SELLER will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract.

28. TRADE SECRET; PUBLIC DISCLOSURE REQUEST. Upon SELLER’s receipt of a public records request for disclosure of any records in the possession of the County which have been marked and identified by BUYER as trade secrets, as such term is defined in Florida Statutes, SELLER will (i) immediately give BUYER prior notice including email notice in order to allow BUYER to seek a protective order or other appropriate remedy; and (ii) disclose information only to the extent required by legal requirements.

29. COVID-19 EVENTS. Notwithstanding anything to the contrary herein, if any conditions to either party’s obligation to proceed to Closing set forth in this Section 7 cannot be satisfied due to a COVID-19 Event, each of Buyer and Seller shall, upon written notice to the other party delivered not less than two (2) Business Days prior to the Scheduled Closing Date, have the right to postpone the scheduled Notification Date for no more than an additional 30 days. For the avoidance of doubt, notwithstanding anything to the contrary herein but subject to fulfillment of such conditions to Closing in favor of Buyer, Buyer and Seller agree that if Buyer fails to deliver the balance of the Purchase Price on or before the Notification Date and such failure is not due to a COVID-19 Event, including, without limitation, as a result of any Capital Disruption Event, such failure shall be a default of Buyer hereunder, and the provisions of Section 14 shall apply to such default. In the event that Buyer fails to deliver the balance of the Purchase Price on or before the scheduled Closing Date due to a COVID-19 Event, then such failure shall constitute a failed Closing condition and the provisions of the provisions of Section 7 hereof, including the termination rights set forth therein. For the purposes hereof, “**COVID-19 Event(s)**” shall mean any of the following conditions directly resulting from governmental mandates related to the COVID-19 pandemic: (i) the inability of the Miami-Dade Recorder of Deeds to facilitate the recordation of the Deed; and (ii) the closure of the federal reserve wire transfer system. For the avoidance of doubt, COVID-19 Events shall not include unavailability of equity capital and/or debt as the result of a disruption in the capital markets, liquidity issues, inability to call capital from investors, insolvency, bankruptcy, or other issues related to the inability to access sufficient capital for Closing, regardless of whether such events directly or indirectly arise out of the COVID-19 pandemic (such events being “**Capital Disruption Events**”).

30. 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.

31. LIMITATION ON LIABILITY. Notwithstanding anything to the contrary in this Contract, neither SELLER nor BUYER nor any Affiliated Entity of BUYER shall be liable for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Contract.

32. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CONFIDENTIAL
MIA8

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

BUYER: Amazon.com Services LLC,
a Delaware limited liability company

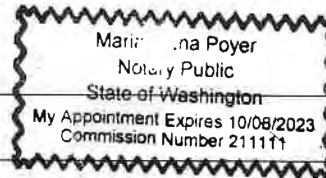
Joshua Abells
Name: Joshua Abells
Title: Authorized Signatory
Date: June 11, 2020

Witness: Andrew Kemmerer

Witness Print Name: ANDREW KEMMERER

By: Maria Elena Poyer

Printed Name Maria Elena Poyer



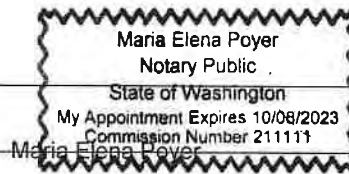
(SEAL)

Witness: Matt O'Brien

Witness Print Name: MATT O'BRIEN

Attest: Maria Elena Poyer

Printed Name Maria Elena Poyer



(SEAL)

STATE OF Washington

COUNTY OF King

I HEREBY CERTIFY, that on this 11th day of June, 2020, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Joshua Abells, [x] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: Driver's License, to be the Authorized Signatory of Amazon.com Services LLC, an existing Limited Liability Company under the laws of the State of Washington, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

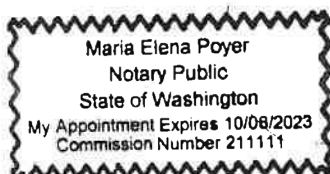
WITNESS my hand and official Seal at Seattle, in the County and State aforesaid, on this, the 11th day of June, 2020.

Maria Elena Poyer
Notary Public

Print Name

(SEAL)

NOTARY SEAL / STAMP



Notary Public, State of Washington

My Commission expires: October 8, 2023

SELLER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
Mayor

DATE: _____

Approved as to form
and legal sufficiency.

Assistant County Attorney

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

SW 272ND STREET (EPMORE DRIVE)

SW 272ND STREET
(EPMORE DRIVE)



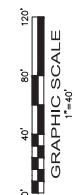
LEGEND

- CONCRETE
- ELEVATION
- UNDERGROUND WATER LINE
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND CABLE
- OFFICIAL RECORDS BOOK
- P.B.
- P.C.
- P.T.
- TRANSVERSE POINT (FOR FIELD INFORMATION ONLY)
- CENTRAL ANGLE
- ARC LENGTH
- MAHOGANY TREE
- OAK TREE
- DOGWOOD TREE
- STANDLER FIG TREE
- FLORIDA PALM TREE
- BOTTLEBRUSH TREE
- YELLOW ELDOR TREE
- TREE NUMBER

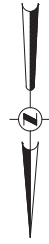
SHEET 2 OF 6
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BOUNDARY AND TOPOGRAPHIC SURVEY

FOUNDRY FLASH
MIAMI-DADE COUNTY
FLORIDA 33133
4381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: survey@foundryflash.com
WEBSITE: www.foundryflash.com
CERTIFICATE OF AUTHORIZATION LB#3870
FILE: FOUNDRY COMMERCIAL
ORDER NO.: 06895

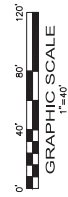


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LEGEND

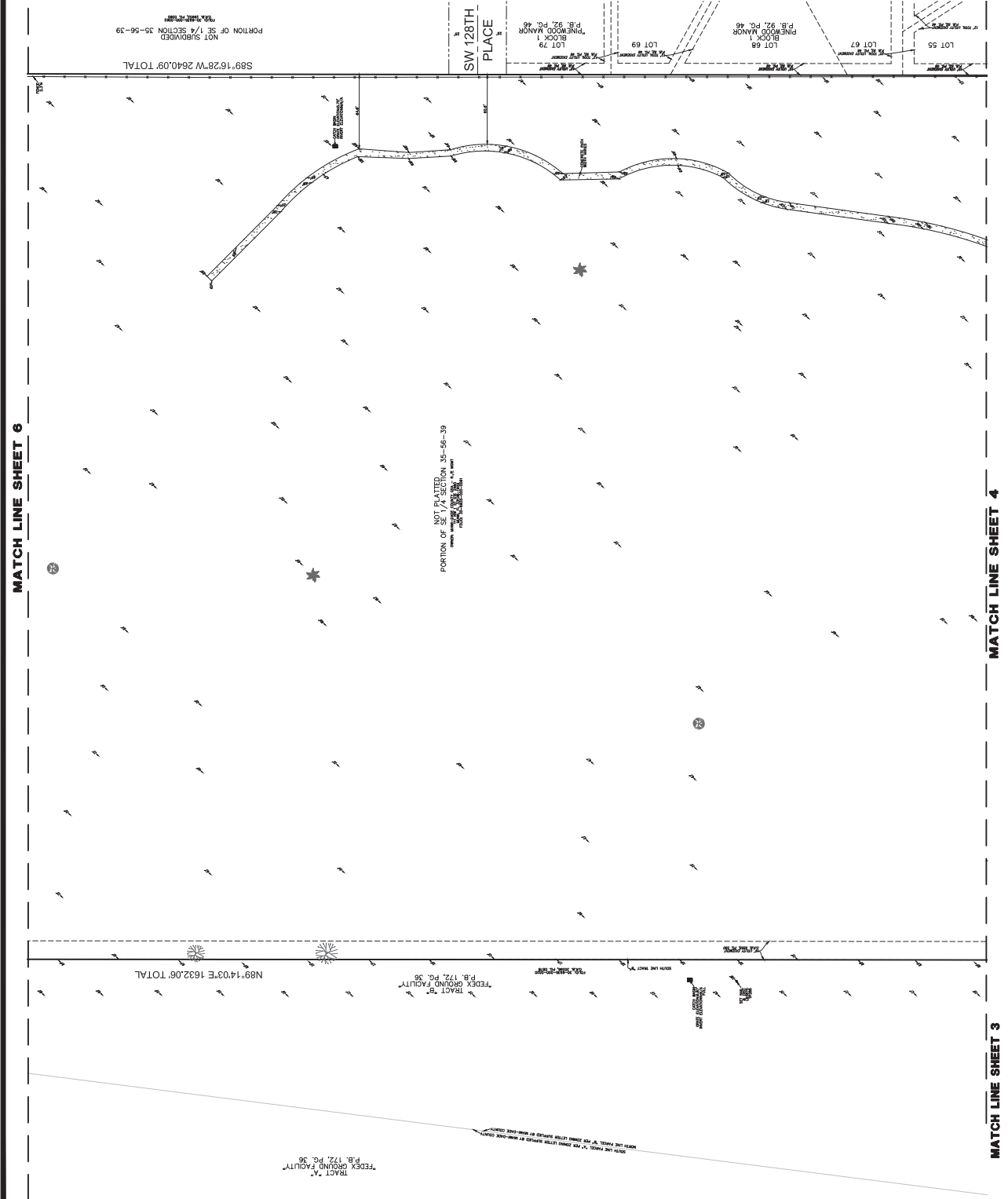
- | | | | |
|--|-------------------------------------|--|------------------|
| | CONCRETE | | ASPHALT PAVEMENT |
| | ELEVATION | | |
| | OVERHEAD WIRES | | |
| | UNDERGROUND WATER LINE | | |
| | SEWER LINE | | |
| | UNDERGROUND SANITARY SEWER LINE | | |
| | UNDERGROUND ELECTRIC LINE | | |
| | UNDERGROUND GAS LINE | | |
| | UNDERGROUND TELEPHONE LINE | | |
| | CENTLINE | | |
| | RECORDS BOOK | | |
| | FLAT BOOK | | |
| | P.C. | | |
| | R/W | | |
| | RIGHT-OF-WAY | | |
| | TRAVERSE POINT (FIELD STATION ONLY) | | |
| | RADIUS | | |
| | CENTRAL ANGLE | | |
| | ARC LENGTH | | |
| | PALM TREE | | |
| | MAGNOLIA TREE | | |
| | OAK TREE | | |
| | BLACK OLIVE TREE | | |
| | GUMBO LIMBO TREE | | |
| | STRANGLER FIG TREE | | |
| | AVOCADO TREE | | |
| | YELLOW ELDER TREE | | |



SHEET 5 OF 6

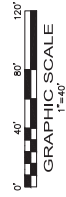
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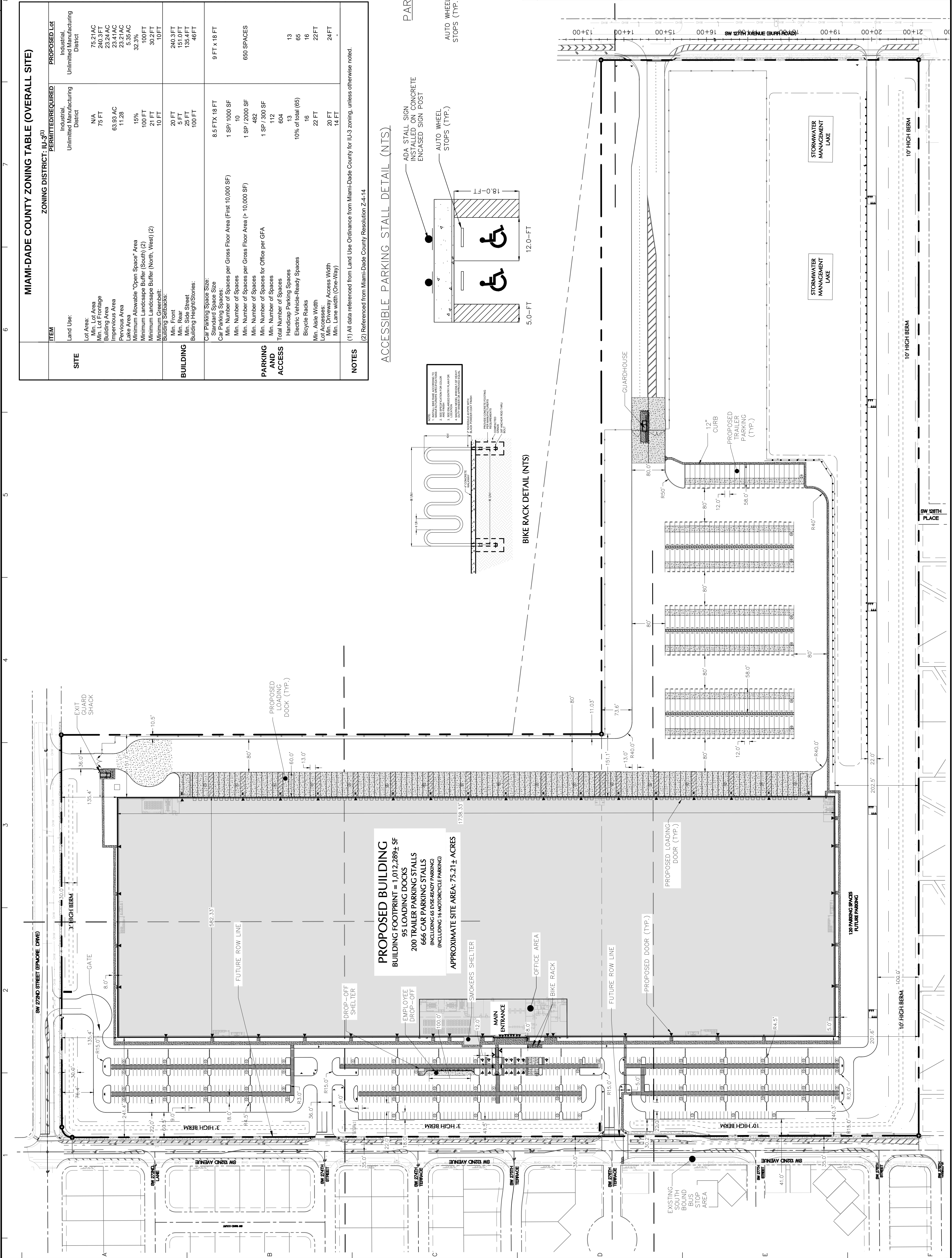
LEGEND	
	CONCRETE
	ELEVATION
	ASPHALT PAVING
	WATER LINES
	UNDERGROUND STORM LINE
	UNDERGROUND WATER LINE
	UNDERGROUND SANITARY SEWER LINE
	UNDERGROUND GAS LINE
	UNDERGROUND TELEPHONE LINE
	OFFICIAL RECORDS BOOK
	PLAY BOOK
	RIGHT-OF-WAY
	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
	CENTRAL ANGLE
	ARC LENGTH
	MANHOLE
	MANGROVE TREE
	OAK TREE
	BLACK OLIVE TREE
	PALM TREE
	STRANGLER FIG TREE
	AVOCADO TREE
	YELLOW PINE TREE
	YELLOW ELDER TREE
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SHEET 6 OF 6

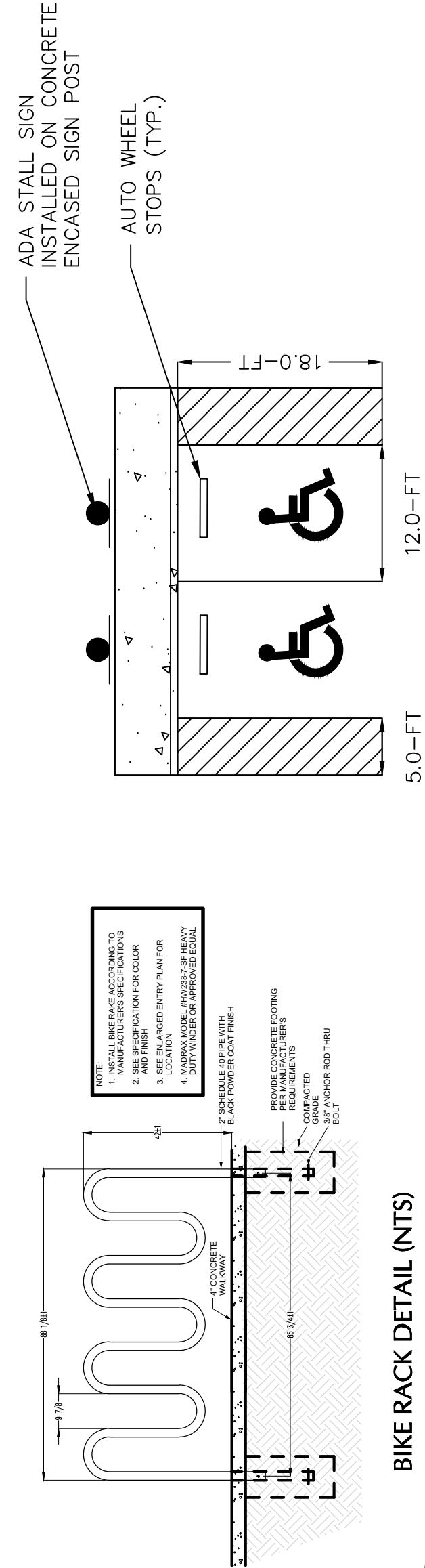
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COMPLETE WITHOUT SHEETS 1
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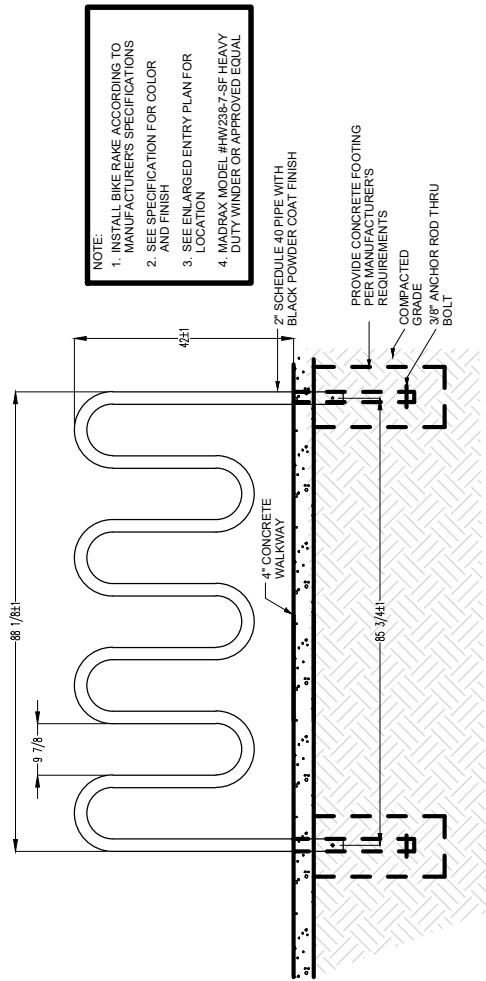


MIAMI-DADE COUNTY ZONING TABLE (OVERALL SITE)			
ZONING DISTRICT: IU-3(1)			
ITEM	PERMITTED/REQUIRED	PROPOSED LOT	
SITE	Land Use:	Industrial, Unlimited Manufacturing District	Industrial, Unlimited Manufacturing District
	Lot Area:	N/A	75.21 AC
	Min. Lot Frontage	75 FT	240.3 FT
	Building Area	63.93 AC	23.24 AC
	Impervious Area	11.26	23.41 AC
BUILDING	Car Parking Space Size:	15%	5.35 AC
	Minimum Allowable "Open Space" Area	100 FT	32.3%
	Minimum Landscape Buffer (South) (2)	21 FT	30.2 FT
	Minimum Landscape Buffer (North, West) (2)	10 FT	10 FT
	Minimum Greenbelt:	20 FT	240.3 FT
PARKING AND ACCESS	Min. Front	5 FT	151.0 FT
	Min. Rear	25 FT	138.4 FT
	Min. Side Street	100 FT	46 FT
	Building Height/Stories:	10 FT	
	Car Parking Space Size:	8.5 FTX 18 FT	9 FT x 18 FT
NOTES	Car Parking Space Size:	1 SP / 1000 SF	
	Min. Number of Spaces	10	
	Min. Number of Spaces per Gross Floor Area (> 10,000 SF)	1 SP / 2000 SF	650 SPACES
	Min. Number of Spaces per Gross Floor Area (> 10,000 SF)	1 SP / 300 SF	
	Min. Number of Spaces for Office per GFA	112	
	Total Number of Spaces	604	
	Handicap Parking Spaces	13	
	Electric Vehicle-Ready Spaces	10% of total (65)	13
	Bicycle Racks	16	65
	Min. Aisle Width	22 FT	16
	Min. Driveway Access Width	20 FT	22 FT
	Min. Lane width (One-Way)	14 FT	24 FT
	(1) All data referenced from Land Use Ordinance from Miami-Dade County for IU-3 zoning, unless otherwise noted.		
	(2) Referenced from Miami-Dade County Resolution Z-4-14		

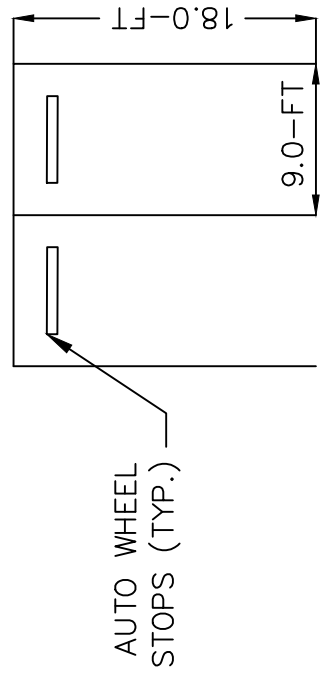
ACCESSIBLE PARKING STALL DETAIL (NTS)



BIKE RACK DETAIL (NTS)



PARKING STALL DETAIL (NTS)



Date	Description	No.
REVISIONS		
No. 72424		
LISCENSE PROFESSIONAL ENGINEER FL Lic. No. 72424		
SIGNATURE MICHAEL CARR PROFESSIONAL ENGINEER FL Lic. No. 72424		
PROJECT FLASH		
Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301		
T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION No. 00065611.BS172L28.98		
Project		
MIAMI-DADE COUNTY HOMESTEAD FLORIDA		
Drawing Title		
OVERALL SITE PLAN		
Project No.	Drawing No.	
330067401		
Date		
04/15/2020		
Drawn By		
CU		
Checked By		
MPC		

Instrument prepared by and returned to:
Leland Solomon
Miami-Dade County
111 N.W. 1 Street, 29th Floor
Miami, Florida 33128-1907

Folio No. : **30-6935-000-0400 and 30-6935-000-0061**

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

COUNTY DEED

THIS COUNTY DEED, made this day of , 202_, by Miami-Dade County, Florida, a political subdivision of the State of Florida, party of the first part (“County”), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and Amazon.com Services, LLC., a Delaware Limited Liability Company, party of the second part (“Grantee”), whose address is: 410 Terry Avenue North, Seattle, Washington, 98109.

WITNESSETH:

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

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

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

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

This grant is subject to the reservations, conditions, covenants, requirements and rights of reverter set forth in the Indenture entered between the United States of America

and the County recorded in the public records of Miami-Dade County at Official Records Book 22889, Pages 2565-2574 and Grantee shall comply with all provisions and requirements set forth therein.

This grant is also subject to that Declaration of Restrictions of even date herewith by Grantee in favor of County, which shall be recorded immediately after this Deed.

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

(OFFICIAL SEAL)

ATTEST:
FLORIDA

HARVEY RUVIN, CLERK
COMMISSIONERS

MIAMI-DADE COUNTY,

BY ITS BOARD OF
COUNTY

By: _____

Deputy Clerk

By:

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of ___, 202__.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 00°45'41" WEST ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 35 FOR 575.07 FEET; THENCE SOUTH 89°16'28" WEST 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°16'28" WEST 2,640.09 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 35; THENCE NORTH 00°50'30" WEST ON SAID WEST LINE 2,050.03 FEET; THENCE NORTH 89°11'29" EAST 35.00 FEET TO THE BEGINNING OF A CIRCULAR NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 89°09'30" EAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°02'03", FOR AN ARC DISTANCE OF 39.28 FEET TO A POINT OF TANGENCY ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST 272ND STREET, BEING A LINE 35.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 35; THENCE NORTH 89°11'32" EAST ON SAID SOUTH RIGHT-OF-WAY LINE AND SAID PARALLEL LINE 949.76 FEET TO THE NORTHWEST CORNER OF TRACT "A", FEDEX GROUND FACILITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, PAGE 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°48'42" EAST ON THE WEST LINE OF SAID TRACT "A", AND CONTINUING ON THE WEST LINE OF TRACT "B" OF SAID PLAT, 1,308.43 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE NORTH 89°14'03" EAST ON THE SOUTH LINE OF SAID TRACT "B", BEING THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 35, FOR 1,632.06 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B", A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 127TH AVENUE, ALSO BEING A LINE PARALLEL TO AND 50.00 FEET WEST OF THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE SOUTH 00°45'41" EAST ON SAID WEST RIGHT-OF-WAY LINE AND SAID PARALLEL LINE 769.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. CONTAINING 3,348,134 SQUARE FEET (76.8626 ACRES) MORE OR LESS.

This instrument was prepared by:
Leland Salomon, Deputy Director
Regulatory and Economic Resources Department
Miami-Dade County
111 N.W. 1st Street, 12th Floor
Miami, Florida 33128

Folio Numbers: **30-6935-000-0400 and 30-6935-000-0061**
(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, Miami-Dade County (the “**County**”) has approved the conveyance to Amazon.com Services LLC (“**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,

NOW THEREFORE, in order to assure the County that the representations made by Owner will be abided by, Owner, for sufficient consideration, makes the following Declaration covering and running with the Property, the parties hereby agree and stipulate as follows:

1. **Incorporation of Recitals**. The parties hereby agree 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 (“**Effective Date**”) and expiring twenty (20) years thereafter (the “**Term**”), the Property shall solely be used for the development, construction and operation of a distribution facility to be comprised of a distribution building of no less than 1,000,000 square feet with associated office space, warehouse space, infrastructure and parking (the “**Improvements**”), to be used to receive, store, assemble, ship, distribute, prepare, sell, and serve as pick-up/drop-off location for products, materials, food, grocery, and liquor items, and ancillary uses related thereto (the “**Permitted Uses**”) and collectively, (the “**Project**”).

3. Economic Development Requirements.

- (a) Within eighteen (18) months from the Effective Date, Owner shall: (i) apply for all development approvals and building permits needed for construction of the Improvements; and (ii) shall commence construction of such Improvements and thereafter diligently pursue the construction of the Improvements until completion thereof. For purposes of this Declaration, “commence construction” shall mean the recording of a notice of commencement in the public records of Miami-Dade County and the visible start of vertical construction and shall not include any groundbreaking or other ceremonial acts. Within thirty-six (36) months of the Effective Date (“**Completion Deadline**”), Owner shall substantially complete the Improvements (the “**Completion Requirement**”), 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 (y) the provision of all equipment and furnishings necessary to operate the Property for the Permitted Uses, which shall be “**Substantial Completion**”.
- (b) The Owner shall invest and expend or cause to be invested and expended no less than Eighty Million Dollars (\$80,000,000.00) (the “**Investment Commitment**”) to construct the Improvements and for the acquisition of equipment and the installation of such equipment for the proper functioning and operation of the Project. No more than Thirteen Million Six-Hundred Thousand Dollars (\$13,600,000.00) which is spent for soft costs associated with and necessary for the construction of the Improvements shall be counted towards the Investment Commitment.
- (c) For the purposes of verifying Owner’s expenditure of Eighty Million Dollars (\$80,000,000.00) in soft costs and construction costs of the Improvements and of the acquisition and installation of equipment on the Property, as enumerated in (b) above, within one hundred eighty (180) 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 Property 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 Eighty Million Dollars (\$80,000,000.00) 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 \$80,000,000.00 exceeds the audited amount.
- (d) On or before the date of the Completion Deadline, Owner shall create, or shall cause to be created, a minimum of three hundred twenty five (325) 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) \$32,000; and (ii) the then current Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida (the “**Job 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 as provided in the Section titled “Liquidated Damages for Job Deficiencies” in Section 11 herein.

- (e) For purposes of this Declaration, a “full-time” or “full-time equivalent” job shall mean a job position or a combination of job positions where an employee or a combination of such employees are employed at the Property and have the opportunity to work, in accordance with subsection 3(e)(ii) herein, an average of 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. 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. A “full-time” or “full-time equivalent job” shall include a job position held by individuals employed by Owner, its affiliates, or contractors, or of any tenants (i) who are assigned to fulfill a majority of his/her job functions at the Property; and (ii) who elect to take unpaid leave, time off, is on short-term or long-term disability, will nonetheless be deemed to be a full-time employee for purposes of this Declaration if such employee otherwise meets the definition of a full-time or full-time equivalent employee under this Declaration and the County receives evidence reasonably satisfactory to the County to evidence such continued employment.
- (f) For purposes of this Declaration, the determination of the Job Amount shall be certified by the Owner in the form of an annual report based upon the RT-6 filings with the State of Florida attached as **Exhibit “B” (“Job Certificate”)** to this Declaration, to evidence the number of full-time and full-time equivalent 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 the Job Certificate, the Owner shall submit an affidavit or other written affirmation attesting that the Job Amount’s certification in the Job Certificate true and correct to the best of the Owner’s knowledge and belief.
- (g) 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.

- (h) 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"). 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.
- (i) 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.
- (j) Owner agrees that it shall be responsible to pay the SBD for any costs of monitoring SBD goals during the construction of the Improvements. Owner shall pay, within thirty (30) days of any invoice sent by SBD to Owner, such annual costs not to exceed \$110,617.00 subject to actual hours spent monitoring the SBD goals for this project and subject further to annual increases for merit, cost of living or operating increases.
- (k) Owner shall require all contractors and construction managers undertaking construction work on the Property to responsible wages all in accordance with Section 2-11.16 of the Code of Miami-Dade County, Florida.
- (l) 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.

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

4. 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.

5. **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.

6. **Governing Law; Venue.** 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.

7. **County Inspection and Audit Rights.** Owner shall have the obligation to retain and make available to the County and its representatives, upon thirty (30) days' prior written notice from the County and without charge to the County, all such reasonable documentation which may include books, documents and records of Owner, which pertain to Owner's compliance with the terms and conditions of this Declaration. It is hereby agreed that the County, or its duly authorized agents, shall have the right upon thirty (30) days' prior written notice to inspect the Property, or Owner's financial and accounting records, maintenance records, or other corporate documents reasonably 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 Investment Commitment, and the Job Requirement ("**Audit Records**"). Any such audit shall take place at the Project and must not be disruptive to Owner's business and must take place at a mutually agreed time during Owner's normal business hours. Notwithstanding the foregoing or any other provision of this Declaration, Owner shall not be required to disclose, permit the inspection of or examination of, or discuss, any Audit Records that (a) in respect of which disclosure is prohibited by law, or (b) is subject to attorney-client or similar privilege, employee privacy or constitutes attorney work product. In lieu of an audit of the Audit Records at the Project, Owner may provide such materials to County in a reasonably accessible electronic format.

Any document marked or stamped as a trade secret, shall be kept confidential by the County in accordance with applicable law.

8. **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-current owner of the Property. Notwithstanding anything to the contrary herein, 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 shall be binding upon the Owner and shall inure to the benefit of 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.

9. 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, and save and except for any exclusive rights of the United States of America as set forth in the Indenture recorded in the official records of Miami-Dade County at Official Records Book 22889, Page 2565-2574, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against Owner or any person or entity violating or attempting to violate the terms of this Declaration not limited to the expenditure of funds and the creation and maintenance of jobs.

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 in each of the following events, consent shall be:

- (a) Deemed to have been considered and granted by the County for an assignment or conveyance of the Property to (each considered an “**Approved Transfer**”) (i) any entity controlling, controlled by, or under common control with Owner (an “**Affiliated Entity**”); (ii) any entity resulting from the merger or consolidation of or with Owner or an Affiliated Entity; (iii) any person or entity that acquires all (or substantially all) of the assets of Owner or an Affiliated Entity; or (iv) any successor of Owner or an Affiliated Entity by reason of public offering, reorganization, dissolution, or sale of stock, membership, or partnership interests or assets (each of the scenarios described in clauses (i)–(iv) above, a “**Owner Affiliate**”), and provided further that Owner shall provide reasonably satisfactory evidence that the assignment or conveyance is in fact an Approved Transfer to County promptly thereafter but in no event more than fifteen (15) days of the effective date of the Approved Transfer; and
- (b) Considered, approved or denied by the County Mayor or Mayor’s designee prior to such transfer for a proposed assignment or conveyance of the Property to any third party who will lease the Property back to Owner or any Owner Affiliate for at least the remainder of the Term (that is not cancelable at will by either party), and provided further that the County Mayor or Mayor’s designee may only disapprove of such a transfer if Owner, along with its written request for approval of such transfer or assignment, fails to provide the County with a recordable memorandum of lease showing that (i) the Property is being leased back to the Owner or an Owner Affiliate for at least the duration of the Term, (ii) the lease is not terminable at will by either party, and (iii) the lease allows the development and use of the Property that is consistent with the requirements and restrictions set forth in this Declaration. The County Mayor or Mayor’s designee shall provide its written approval or disapproval within fifteen (15) days of Owner’s written request for such approval. If the County fails to object within 15 days of receipt, then the County shall be deemed to have approved the sale or assignment.

Notwithstanding anything to the contrary herein, the foregoing restriction on assignment, lease or conveyance shall not apply to (x) 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 (collectively, the “**Mortgage Documents**”), or (y) sale, lease or other conveyance by any entity acquiring the Property pursuant to a foreclosure sale or deed in lieu of foreclosure (the “**Permitted Transfer Rights**”) (collectively (x) and (y) above are referenced herein as the “**Financing Rights**”). The restrictions in this Section 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)-(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 five (5) years from the Effective Date, 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 five (5)-year period prior to each of the Reporting Dates and that have an average annual salary per job of no less than the Job Salary Amount. The calculations for each of the Reporting Dates shall be made based solely on the averages for the immediately preceding five (5) years. The average number of full-time or full-time equivalent jobs with an average annual salary per job equal to the Job Salary Amount or more for each of the Reporting Dates as calculated in this Section shall be at least the Job Amount. Owner shall provide the County with a written report setting forth the information on the Job Amount and the Job Salary Amount on each Reporting Date for the immediately preceding five (5) year period, which reports shall be certified as set forth in Section 3(f) of this Declaration, along with all pertinent supporting documentation. The County and Owner acknowledge and agree that it shall be the burden of Owner to establish, to the reasonable satisfaction of the County, that the Job Requirement has been met in accordance with the obligations contained in this Section.
- (b) **Calculations.** In calculating the average salaries of the full-time or full-time equivalent jobs in order to determine if the Job Requirement has been met, a job with an average annual salary of less than the Job Salary Amount may be averaged with a job with an annual salary of more than the Job Salary Amount to satisfy the 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 and

jobs; and (iii) dividing by the then current Job Salary Amount. For example, if on the first Reporting Date, Owner reports that it has created 300 jobs with a salary of \$26,000 ($300 \times \$26,000 = \$7,800,000$) and 25 jobs with a salary of \$36,000 ($25 \times \$36,000 = \$900,000$) and the Job Salary Amount as of that date is \$32,000, then the Average Jobs Number is 271 [$(\$7,800,000.00 + \$900,000.00 = \$8,700,000.00) / \$32,000 = 271$]. In this example, the Job Requirement has not been met because the Average Jobs Number at the or above the Jobs Salary Amount is less than the Job Amount of 325 and there shall be a “**Job Shortage Number**” (as such term is defined below) of 54. The Average Jobs Number shall always be rounded down to the nearest whole number. Under this example, the Job Requirement of 325 full-time or full-time equivalent jobs with an average annual salary of no less than the Job Salary Amount will not be satisfied for such Reporting Date, and an LD will be payable as provided in subsection 11(c) below. “**Job Shortage Number**” means (i) the Job Amount minus (ii) the Average Jobs Number.

- (c) **LD Amounts.** If Owner fails to meet the 5-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 (i) \$8,000.00 multiplied by the Job Shortage Number, if the deficiency occurs on the first (1st) Reporting Date, (ii) \$9,600.00 multiplied by the Job Shortage Number if the deficiency on the tenth second (2nd) Reporting Date, (iii) \$11,200.00 multiplied by the Job Shortage Number if the deficiency occurs on the third (3rd) Reporting Date, and (iv) \$12,800.00 multiplied by the Job Shortage Number on the fourth (4th) Reporting Date. Any LDs due and owing shall be paid to the County within ninety (90) days after the applicable Reporting Date. For example, if the Average Jobs Number for the Job Requirement on the first Reporting Date (5 years after the Effective Date) is 271 and the then current Job Salary Amount is \$32,000, as under the example above, the Job Shortage Number will be (i) 325, minus (ii) 271. In this example, the LD payable would be \$8,000 multiplied by 54 jobs, which is \$432,000.
- (d) **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-current 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.

12. Remedies for Other Breaches. In the event that prior to its receipt of a Completion Certificate for the Project, Owner violates or fails to comply with the Transfer Restriction, the County may provide sixty (60) 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**"). This right of reversion shall be in addition to any other remedy that the County may have herein or any enforcement mechanisms available at law or in equity. The Transfer Reversion Right and Transfer Restriction shall terminate and become null and void upon issuance and receipt of a Completion Certificate. In the event of breach of the Transfer Reversion Right or breach of any of the other terms or conditions in this Declaration following the issuance of a Completion Certificate, the County may, following a notice of default and applicable cure period (which, in the absence of a specified cure period shall be sixty (60) days), and if Owner or its successor or assignee has not remedied the default, pursue any enforcement mechanisms at 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, the County's remedy shall be to recover LDs in accordance with Section 11 of this Declaration.

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

- (a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to the planning, design, construction and development of the Improvements, the Property, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings;
- (b) The County shall not, by virtue of this Declaration, be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development and/or operation of the Property and the Improvements; and
- (c) Notwithstanding and prevailing over any contrary provision in this Declaration, nothing contained in this Declaration shall bind the Board, the County's Planning and Zoning Division, or any other County, Federal or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

14. 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 thirty (30) days’ prior 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 and the IPSIG may examine and audit such books and records of Owner reasonably related to the performance of Owner’s obligations under this Declaration (“**Inspection Records**”). Any such audit shall take place at the Project and must not be disruptive to Owner’s business and must take place at a mutually agreed time during Owner’s normal business hours. In lieu of an audit of the Inspection Records at the Project, Owner may provide the Inspection Records to IPSIG in a reasonably accessible electronic format. Notwithstanding the foregoing or any other provision of this Declaration, Owner shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that (a) in respect of which disclosure is prohibited by law, or (b) is subject to attorney-client or similar privilege, employee privacy or constitutes attorney work product. 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.

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

1. 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.

2. 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 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 related to performance of the parties’ obligations under this Declaration, 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.

3. Upon thirty (30) days' prior written notice to Owner from the Inspector General or IPSIG retained by the Inspector General, Owner shall make the Inspection Records available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Owner. Any such audit shall take place at the Property and must not be disruptive to Owner's business and must take place at a mutually agreed time during Owner's normal business hours. In lieu of an audit of the Inspection Records at the Project, Owner may provide such materials to Inspector General or IPSIG in a reasonably accessible electronic format. 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 reasonably relate to Owner's 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, volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. Notwithstanding the foregoing or any other provision of this Declaration, Owner shall not be required to, disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that (a) in respect of which disclosure is prohibited by law, or (b) is subject to attorney-client or similar privilege, employee privacy or constitutes attorney work product.

15. **Commission Auditor.** The Commission Auditor shall have the right to inspect and audit the books, records, financial statements and operations of Owner as they reasonably relate to the performance of this Declaration ("**Examination Records**") all in accordance with Section 2-481 of the County Code and Owner agrees to comply with same. Any such audit shall take place at the Project and must (i) not be disruptive to Owner's business; (ii) take place during Owner's normal business hours; and (iii) take place on at least thirty (30) days' prior written notice. In lieu of an audit of the Examination Records at the Project, Owner may provide the Examination Records to the Commission Auditor in a reasonably accessible electronic format. Notwithstanding the foregoing or any other provision of this Declaration, Owner shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that (a) in respect of which disclosure is prohibited by law, or (b) is subject to attorney-client or similar privilege, employee privacy or constitutes attorney work product.

16. **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, specifically including but not limited to the Completion Requirement, 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, widespread public health emergencies or pandemic, 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. In addition, there shall be an extension of the Term commensurate with any extensions of time for Force Majeure.

17. 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 to the extent arising out of, relating to or resulting from Owner's ownership and use of the Property, 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 attorney's fees which may issue thereon ("**Losses**"); provided, however, that the Owner shall not be required to indemnify the County for Losses arising solely from the negligence of the County. Notwithstanding any other provision in this Declaration, Owner will not be required to indemnify County for any settlements reached with respect to a third-party claim unless Owner has provided its prior written consent for such settlement. Owner's indemnification obligations under this Section are not subject to the limitation of liability set forth in Section 18. 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.

18. Limitation of Liability. Notwithstanding anything to the contrary in this Declaration, neither Owner nor any Owner Affiliate nor the County shall be liable for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Declaration.

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

20. Notices. All notices, demands, or other communications of any type provided for herein shall be sent in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed, and such notices will be addressed as follows

to the Owner at: Amazon.com Services LLC.
Attn: Director, Economic Development
410 Terry Avenue North
Seattle, WA 98109
Email: ed-compliance@amazon.com

with a copy to: Amazon.com Services LLC
Attn: Economic Development Compliance
2121 7th Avenue
Seattle, WA 98121

with a copy to: Amazon.com, Inc.
Attn: General Counsel & Real Estate
P.O. Box 81226
Seattle, WA 98108-1226

to the County at: Miami-Dade County
Internal Services Department
Attn: Director
111 NW 1st Street, 21st Floor
Miami, FL 33128
Email: Tara.Smith2@miamidade.gov

With copy to: Miami-Dade County Attorney's Office
Attn: Debra Herman/Monica Rizo
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Email: Debra.Herman@miamidade.gov/
Monica.Rizo@miamidade.gov

or to such other address as the receiving party shall have most recently forwarded to the sending party pursuant to the provisions of this Section 20.

21. 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.

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

23. **Amendments.** This Declaration contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties.

24. **Subordination.** Notwithstanding anything to the contrary herein all terms and provisions in this Declaration, all of which run with the land, shall remain in full force and effect, and are not subordinated to the Mortgage Documents or Permitted Transfer Rights.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the representatives of Owner have caused this Declaration to be executed by their respective and duly authorized representative on this ____ day of _____, 2020, and they intend to be legally bound hereby to all of the terms and conditions of this Declaration.

Witness/Attest:

Witness/Attest:

Amazon.com Services LLC
a Delaware limited liability company

By:

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, an existing Limited Liability Company under the laws of the State of _____, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, 20__.

_____(SEAL)
Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____

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

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

HARVEY RUVIN, CLERK

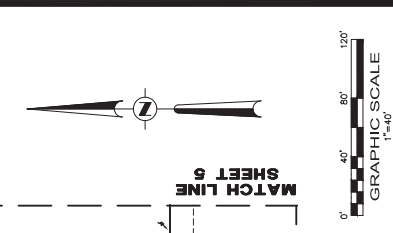
By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Name: _____

Title: Assistant County Attorney



SHEET 3 OF 6

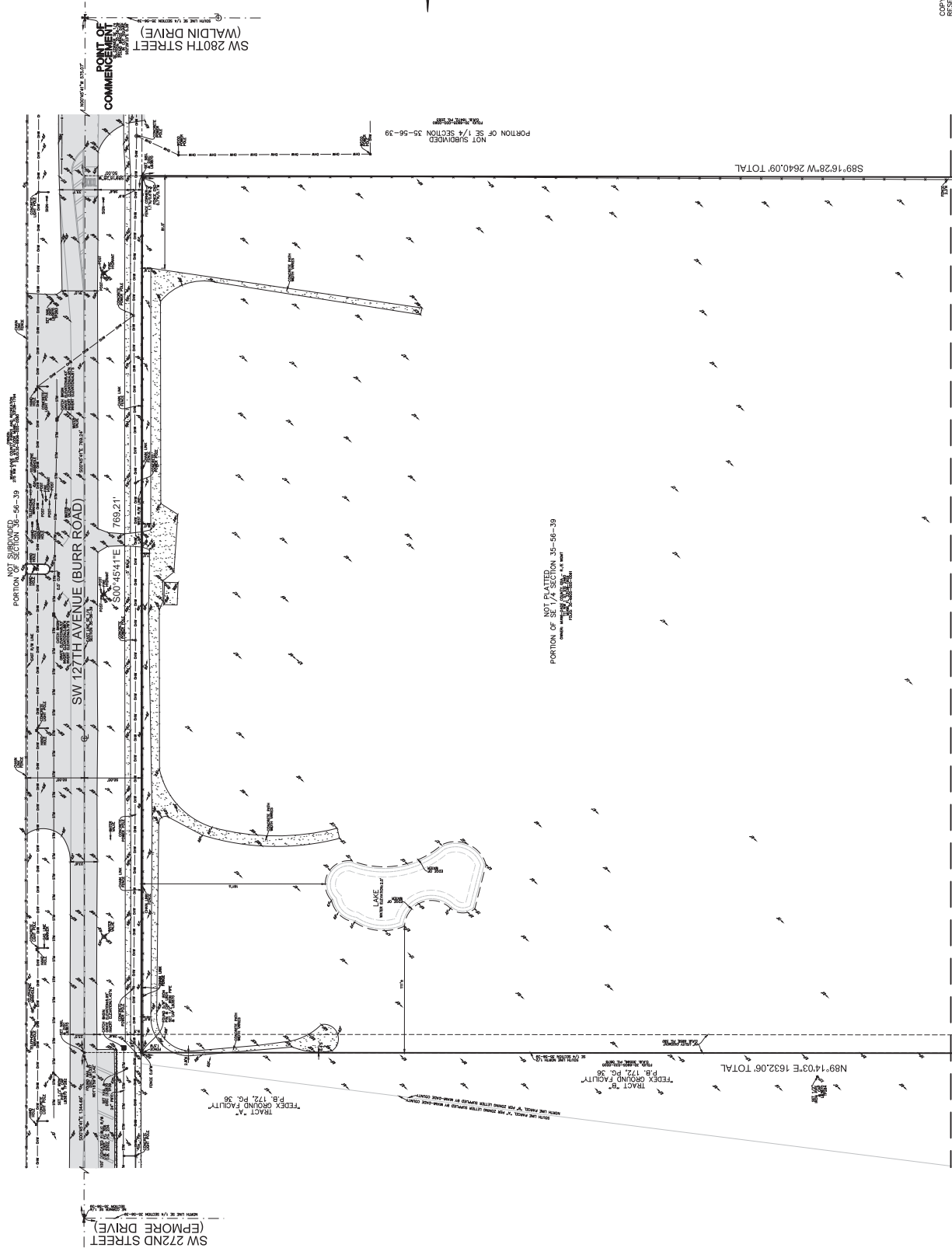
THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1
THROUGH 6 INCLUSIVE

BOUNDARY AND TOPOGRAPHIC SURVEY

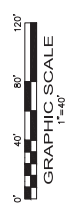
FOUNDARY FLASH
FLORIDA 3302
MIAMI-DADE COUNTY
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33321
E-MAIL: sunrise@foundaryflash.com
WEBSITE: www.foundaryflash.com
CERTIFICATE OF AUTHORIZATION LB#3870
FILE: FOUNDRY COMMERCIAL
ORDER NO. 000995

CHECKED BY: J.P.P.
DRAWN BY: B.E.
SCALE: 1" = 40'
SURVEY DATE: 03/18/2020





- LEGEND**
- CONCRETE
 - ASPHALT PAVEMENT
 - UNDERGROUND WATER LINE
 - UNDERGROUND SANITARY SEWER LINE
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND GAS LINE
 - UNDERGROUND TELEPHONE LINE
 - CENTERLINE
 - PROPERTY RECORDS BOOK
 - PLAT BOOK
 - RIGHT-OF-WAY (FOR FIELD INFORMATION ONLY)
 - RADIUS
 - ARC ANGLE
 - ARC LENGTH
 - PALM TREE
 - BLACK OLIVE TREE
 - AVOCADO TREE
 - STANDER PINE TREE
 - AVOCADO TREE
 - BOTTLEBRUSH TREE
 - VELUTER LEAF TREE



SHEET 6 OF 6
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE. IT IS THE PROPERTY OF PULICE LAND SURVEYORS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

Exhibit “B”, Job Certificate

[To Be Placed On Company Letterhead]

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 “B-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 7 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 an authorized signatory of the Company)

Signature: _____

Print Name: _____

Title: _____

Direct Jobs

The Declaration of Restrictions (Declaration) contains Economic Development Requirements in Section 3, and Liquidated Damages for Job Deficiencies in Section 11, which state that a total of 325 new jobs must first be created and certified 36 months from the Effective Date of the Declaration. Jobs must be certified on the 5th, 10th and 15th and 20th anniversaries of the Effective Date.

The 325 jobs requirement will be satisfied once at least 608,400 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	\$_____



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

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

INDENTURE

I. PARTIES

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

II. CONSIDERATION AND CONVEYANCE

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

III. APPURTENANCES AND HABENDUM

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

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

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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 aforescribed 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.

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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.

3 of 7 (Parcel B)

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 or 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

5 of 7 (Parcel B)

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
KATHRYN M. HALVORSON
Deputy Director
Air Force Real Property Agency

Signed, Sealed, and Delivered
in the presence of:

Richard M. Freeman

Julia A. Rice

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.

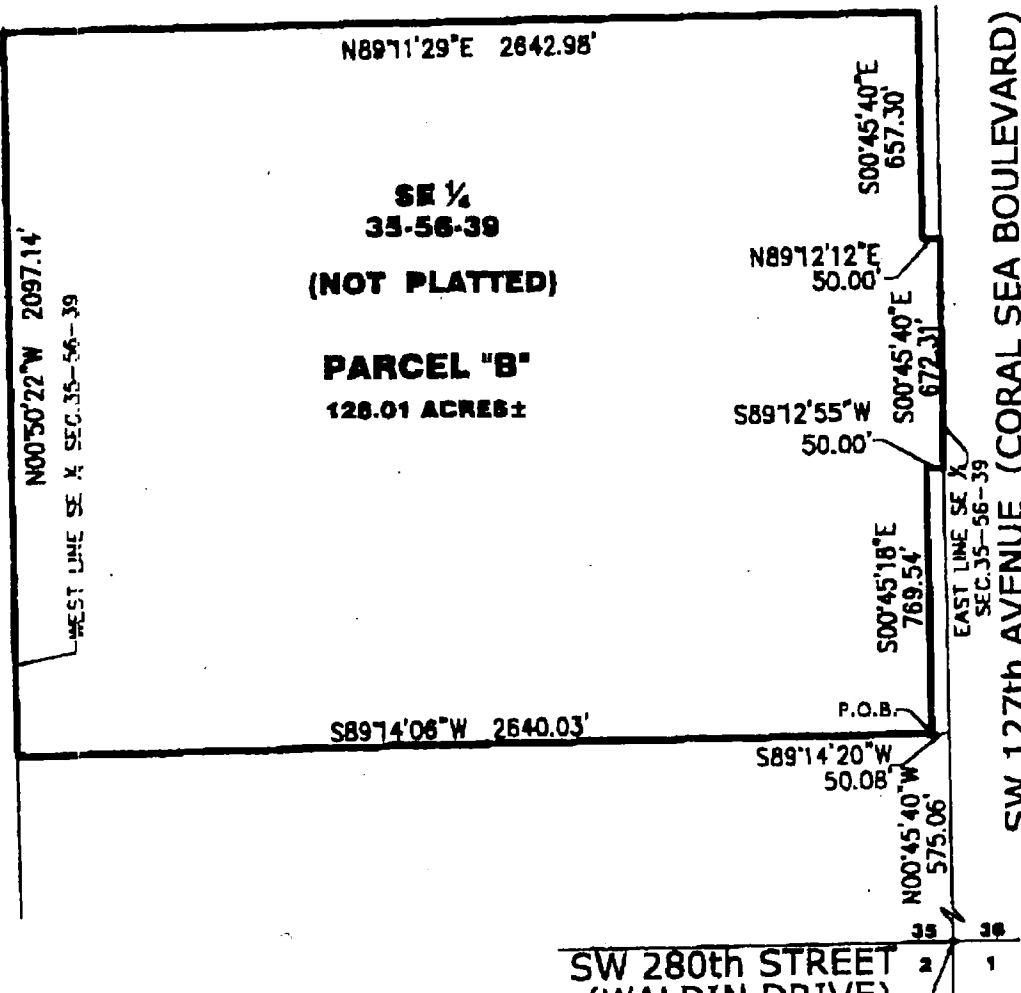
DR HT-2
Notary Public

Subscribed Herein to My
Commonwealth of Virginia Notary Public Seal
My Commission Expires July 25, 2008
My commission expires on DOMINIC H. FRASER, JR.

(seal)

6 of 7 (Parcel B)

SW 132nd AVENUE (PINE ISLAND ROAD)



SW 280th STREET

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

**ARTICLE I
DEFINITIONS, GENERALLY:**

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

**ARTICLE II
LEGAL DESCRIPTION:**

PARCEL "B"

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 36 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE N00°45'40"W ALONG THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 35 FOR 575.06 FEET; THENCE S89°14'20"W FOR 50.08 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE S89°14'06"W FOR 2640.03 FEET; THENCE N00°50'22"W FOR 2097.14 FEET; THENCE N89°11'29"E FOR 2642.98 FEET; THENCE S00°45'40"E FOR 657.30 FEET; THENCE N89°12'12"E FOR 50.00 FEET; THENCE S00°45'40"E FOR 872.31 FEET; THENCE S89°12'55"W FOR 50.00 FEET; THENCE S00°45'18"E FOR 769.54 FEET TO THE POINT OF BEGINNING.

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

**ARTICLE III
SOURCES OF DATA:**

BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF N00°45'40"W ALONG THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 36 SOUTH, RANGE 39 EAST IN MIAMI-DADE COUNTY, FLORIDA.

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

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

NOT A FIELD BOUNDARY SURVEY

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

PARCEL "B"

F:\SURVEY DIVISION\HOM2004\01-1320.13\HOM2004\01-1320.13 PROJECT\Map\PARCEL B.dwg 3/18/2004 10:02:06 AM CDT

SHEET 2 OF 3

PBS&J 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.OEANS JOB NO.: 01-1301.01

**ARTICLE IV
LIMITATIONS:**

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

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

**ARTICLE V
CLIENT INFORMATION:**

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

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

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.022 OF THE FLORIDA STATUTES.

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

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

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

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ALL RIGHTS RESERVED

NOT A FIELD BOUNDARY SURVEY

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

PARCEL "B"

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SHEET 3 OF

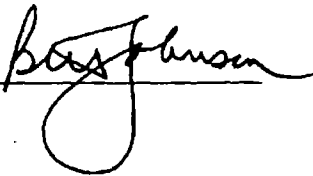
PBS&J 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	HOMESTEAD AIR RESERVE STATION	DATE: 05-12-04
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DESIGNED: J.C.FERNANDEZ DRAWN: J.C.FERNANDEZ CHECKED: D.W.DEANS JOB NO.: 01-1501.01

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 B)



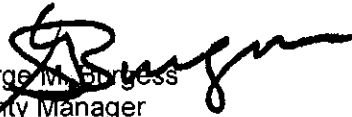
MEMORANDUM OFFICE OF THE COUNTY MANAGER

Agenda Item No. 11(A)(2)

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

DATE: July 13, 2004

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

FROM: 
George M. Burgess
County Manager

RECOMMENDATION

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

BACKGROUND

History

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

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

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page 2

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

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

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

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

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page 3

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

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

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

Terms and Conditions of the Agreement

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

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

- Approved Uses:

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

- Timing of Development:

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

Other Issues

- School Board:

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

- Agreement with Kutak Rock

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

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

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

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

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

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

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page 6

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

2. Evaluation of highest and best economic use for the Phase 1 properties: Due to the rapid residential growth of South Miami-Dade, the economic and job creation potential of the Phase 1 properties should be reevaluated to insure that the value of the property will be maximized.
3. Implementation of the South Miami-Dade Development Agency: Subsequent to the submittal of the EDC application, the Board approved the establishment of an agency that would oversee the implementation of the Homestead Reuse Plan as well as act as an information clearinghouse for economic development activities in the area of South Miami-Dade County located south of 152 Street. Given that we will start receiving properties by late summer, it is recommended that we move forward with the implementation of the agency.
4. As final deeds are submitted by the Federal government, County staff will need to review the documents to insure that there are not substantial changes compared to the deeds that are attached to this document. Any substantial changes will require review and approval by the Board of County Commissioners.



Bill Johnson
Assistant County Manager

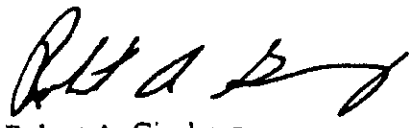


MEMORANDUM

(Revised)

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

DATE: July 13, 2004

FROM: 
Robert A. Ginsburg
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor

Agenda Item No. 11(A)(2)

Veto _____

7-13-04

Override _____

RESOLUTION NO. _____

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute the Economic Development Conveyance Agreement between the Secretary of the Air Force on behalf of the United States of America and Miami-Dade County for the transfer of approximately 601 acres of surplus property located at the former Homestead Air Force Base; and authorizing the County Manager to execute the real estate exchange agreement by and between Miami-Dade County and Miami Dade County Public Schools in

16

substantially the form attached hereto.

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

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

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

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

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

DEPARTMENT OF THE AIR FORCE
ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

1. Entire Agreement.

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

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Terms and Conditions of Transfer.

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

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

- 3.2.1. Road construction.
- 3.2.2. Transportation management facilities.
- 3.2.3. Storm and sanitary sewer construction.
- 3.2.4. Police and fire protection facilities and other public facilities.
- 3.2.5. Utility construction.
- 3.2.6. Building rehabilitation.
- 3.2.7. Historic property preservation.
- 3.2.8. Pollution prevention equipment or facilities.
- 3.2.9. Demolition.
- 3.2.10. Disposal of hazardous materials generated by demolition.
- 3.2.11. Landscaping, grading, and other site or public improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6. Surveys and Title Insurance.

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

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

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

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

4.8. Easements.

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

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

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

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

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

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

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

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

4.9.1.4. A duly executed FOST;

4.9.1.5. Termination of Air Force Contracts, if applicable;

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

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

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

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

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

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

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

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

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

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

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

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

5. Environmental-Related Provisions.

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

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

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

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

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

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

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

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

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

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

6. Transaction-Specific Provisions.

6.1 Retention of Facilities by the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. General Terms and Conditions.

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

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

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

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

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

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

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

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

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

7.7. Assignment. This Agreement shall not be assigned.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the County:

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

With a copy to:

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

If to Government:

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

With a copy to:

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

7.16. Disputes.

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

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

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

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

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

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

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

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

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

8. Environmental Reports.

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

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

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

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

9. Delivery of Documents.

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

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

10. Representations.

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

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

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

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

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

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

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

11. Prior and Future Liabilities.

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

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

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

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

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

12. Finality of Conveyance.

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

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

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

13. Air Force's Covenants.

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

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

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA

BY Nelson F. Gibbs

COMMONWEALTH OF VIRGINIA :
COUNTY OF ARLINGTON :

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

Gail K. Fujita

Notary Public, Commonwealth of Virginia

My commission expires: May 31, 2007

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
George M. Burgess
County Manager



Miami-Dade Legislative Item

File Number: 041700

Printable PDF Format
 Print this page

File Number: 041700	File Type: Resolution	Status: Adopted
Version: 0	Reference: R-909-04	Control: County Commission
File Name: HOMESTEAD AIR FORCE BASE EDC AGREEMENT	Cost:	Introduced: 6/4/2004
Requester: County Manager		Final Action: 7/13/2004
Agenda Date: 7/13/2004		Agenda Item Number: 11A2

Notes: this item replaces #041341 per ACM 6/3/04; kgm

Title: RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT BETWEEN SECRETARY OF THE AIRFORCE ON BEHALF OF THE UNITED STATES OF AMERICA AND MIAMI-DADE COUNTY FOR THE TRANSFER OF APPROXIMATELY 601 ACRES OF SURPLUS PROPERTY LOCATED AT THE FORMER HOMESTEAD AIR FORCE BASE; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE REAL ESTATE EXCHANGE AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE COUNTY PUBLIC SCHOOLS IN SUBSTANTIALLY THE FORM ATTACHED HERETO; AND AUTHORIZING AN INCREASE TO THE LETTER OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND KUTAK ROCK, LLP IN AN AMOUNT NOT TO EXCEED \$60,000 [SEE ORIGINAL ITEM UNDER FILE NO. 041341]

Indexes: HOMESTEAD AIR FORCE BASE

Sponsors: NONE

Sunset Provision: No

Effective Date:

Expiration Date:

Registered Lobbyist: None Listed

LEGISLATIVE HISTORY

Acting Body	Date	Agenda Item	Action	Sent To	Due Date Returned	Pass/Fail
Board of County Commissioners	7/13/2004	11A2	Adopted			P

REPORT: Assistant County Manager Bill Johnson reviewed the intent of the foregoing proposed resolution and recommended its approval. In response to Commissioner Ferguson, County Attorney Ginsburg stated that the outcome of the HABDI lawsuit should not affect the provisions of this resolution..

Board of County Commissioners	6/22/2004	11A3	4 Day Rule Invoked
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REPORT: The 4-Day Rule was invoked by Commissioner Seijas.

County Manager	6/22/2004	Additions	6/22/2004
Economic Development and Human Services Committee	6/16/2004	45A SUB	Forwarded to the BCC by BCC Chairperson due to lack of a quorum

REPORT: Assistant County Manager Tony Crapp read the foregoing proposed resolution into the record. Commissioner Seijas questioned why the County negotiated to give 32 acres of land to Miami-Dade County Public Schools. Ms. Diana Gonzalez, County Manager's Office, explained that the 32 acres were given in exchange for 26 acres, plus \$1.6 million of State and Federal grant funding for the development of water and sewer infrastructure within the property. She noted that the proximity of the 26 acre parcel to the Homestead Air Reserve Base Airfield and the environmental restrictions on that land would not allow Miami-Dade County Public Schools to use the land for a needed K-12 development. Discussion ensued regarding proper land uses for the 26 acre parcel and the protective measures for the presence of eastern indigo snakes. In response to Commissioner Seijas' inquiry concerning who was the South Miami-Dade Development Agency and what would be its economic impact, Ms. Gonzalez clarified that the County Commission approved the creation of the Agency in October 2002, for the purpose of providing better coordination of economic redevelopment purposes south of SW 152 Street, and the economic impact was estimated to be \$400,000 per year. Discussion ensued concerning who would be the members of the South Miami-Dade Development Agency Advisory Board members and why the Board members would not provide countywide representation. Commissioner Seijas expressed concern that only 12 of the 35 exhibits were included with the agenda kit. Assistant County Attorney Richard Rosenthal advised that the 23 missing exhibits were deeds that the Federal government had not sent to the County. He explained that the Federal government would send the deeds upon closing of the parcels of land. Chairman Rolle asked Ms. Diana Gonzalez, County Manager's Office, to respond to Commissioner Seijas' concerns regarding this proposed resolution before the June 22, 2004, County Commission meeting. Commissioner Barreiro noted he thought this proposed resolution would not bring economic development and jobs to South Dade as it was implied. Chairman Rolle requested a status report regarding the Office of Community and Economic Development's Policy Paper be forwarded for review by the EDHS Committee on July 21, 2004. Chairman Rolle stated that he would request that Commissioner Barbara Carey-Shuler, as Chair of the BCC, waive the Committee Rules and Procedures and allow this resolution to be placed on the June 22, 2004 Regular BCC agenda. Assistant County Manager Bill Johnson indicated that this item would be placed on the June 22nd agenda as an add-on.

County Attorney	6/7/2004	Assigned	Richard B. Rosenthal	6/8/2004
REPORT: "NED"				

County Manager	6/4/2004	Assigned	Bill Johnson	6/4/2004 6/4/2004
County Manager	6/4/2004	Assigned	County Attorney	7/13/2004
REPORT: CMO (EDHS 6/16/04) (this item replaces #041341 per ACM 6/3/04)				
County Manager	6/4/2004	Referred	Economic Development and Human Services Committee	6/16/2004

LEGISLATIVE TEXT**TITLE**

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

BODY

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute the Economic Development Conveyance Agreement between the Secretary of the Air Force on behalf of the United States of America and Miami-Dade County for the transfer of approximately 601 acres of surplus property located at the former Homestead Air Force Base; and authorizing the County Manager to execute the real estate exchange agreement by and between Miami-Dade County and Miami Dade County Public Schools in

HEADER

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

SUBJECT: EDC Agreement for
FROM: George M. Burgess Transfer of Surplus
County Manager Property at the Former
Homestead Air Force Base

STAFF RECOMMENDATION

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

MANAGER'S BACKGROUND**History**

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

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

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

against the Federal government. In December 2001, the County elected to drop its lawsuit against the federal government and pursue only the EDC application track. To date, HABDI's lawsuit against the Federal government remains pending and the Federal government has formally moved to have the case dismissed by summary judgment.

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

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

Our application was officially approved in February of 2003 with the Air Force's issuance of the Third Supplemental Record of Decision. Since that time the County has been negotiating with the Air Force Real Property Agency for the transfer of the property and the resolution of related site issues. As of this report, the Base, BX Mart, Bank and Job Corps Center are now connected to public water and sewer services, the private water system has been placed out of service, and the AFRPA has agreed to secure a permit to operate the private sewer system within Parcel 11.

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

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

Terms and Conditions of the Agreement

* Acreage: Approximately 601 acres

* Parcel Distribution: Acreage is distributed over 10 individual parcels
(See attached map)

* Cost:
Land will be conveyed to Miami-Dade County with no acquisition cost.

* Timing of transfer:
Land will be transferred by individual deeds at such time as Federal, State and local regulatory agencies have approved the Federal Government's Finding of Suitability to Transfer property. The Federal government estimates that transfer of parcels could commence by this summer.

* Environmental Stipulations:
Parcels 3E, 3W, 4, 5 and 7 have no environmental restrictions. Parcel 11 has groundwater restrictions for the whole site and soil restrictions in certain areas. The groundwater restrictions provide for limitations on use of water extracted from the site and the soil restrictions provide for limitations on the use of subsurface soils and excavated materials. Furthermore, certain portions of Parcel 11 contain endangered flora and fauna which must be identified and preserved prior to construction.

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

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

Other Issues

*** School Board:**

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

*** Agreement with Kutak Rock** On October 8, 2002, the Board approved a letter of engagement with Kutak Rock, LLP in the amount of \$35,000 for the purpose of providing professional services related to the conveyance of the former Homestead Air Force Base (HAFB) surplus property. At the time of the original approval, the extent of the negotiation assistance that would be required was not fully known. In August of 2003, the letter of engagement was increased to \$80,000 to compensate Kutak for the time and effort that this transaction required. As was reported to the Board at the time of approval, the transaction has proven to be more complicated than originally anticipated due to the environmental conditions which requires detailed negotiations on the deed language, development of an agreement that properly reflects the County's best interests in light of the pending Federal litigation and, to a lesser extent, the land swap with the Dade County Public Schools which requires an amendment to the Economic Development Application.

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

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

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

1. Declaration of surplus property of the well field site: The 1-acre parcel that formerly provided potable water to the base has been vacated. Miami-Dade Water and Sewer Department has determined that the well field is not needed as part of the system. This parcel is located within a new residential community and could serve as a recreation site for that new community. It is recommended that the parcel be circulated through the County's process for surplus determination and that the property be sold. Funds received from this sale can provide seed funding for future redevelopment activities.
2. Evaluation of highest and best economic use for the Phase 1 properties: Due to the rapid residential growth of South Miami-Dade, the economic and job creation potential of the Phase 1 properties should be reevaluated to insure that the value of the property will be maximized.
3. Implementation of the South Miami-Dade Development Agency: Subsequent to the submittal of the EDC application, the Board approved the establishment of an agency that would oversee the implementation of the Homestead Reuse Plan as well as act as an information clearinghouse for economic development activities in the area of South Miami-Dade County located south of 152 Street. Given that we will start receiving properties by late summer, it is recommended that we move forward with the implementation of the agency.
4. As final deeds are submitted by the Federal government, County staff will need to review the documents to insure that there are not substantial changes compared to the deeds that are attached to this document. Any substantial changes will require review and approval by the Board of County Commissioners.

Bill Johnson
Assistant County Manager

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