

RESOLUTION No. 2009-122-1067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AGREEING TO PURCHASE THAT CERTAIN PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO FROM THE ARCHDIOCESE OF MIAMI, FOR THE SUM OF \$3,600,000.00; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE, A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE ARCHDIOCESE; PROVIDING IN SUBSTANTIAL FORM AS THAT AGREEMENT ATTACHED HERETO AS EXHIBIT "A," FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager has negotiated with the Archdiocese of Miami to purchase a 14 acre piece of property generally located at the Northwest corner of NW 183rd Street and NW 12th Avenue, in the City of Miami Gardens, and

WHEREAS, the proposed property will be used for a senior center and park, and

WHEREAS, funding for the purchase will be taken from public facility bonds to be issued by the City Council in July 2009, and

WHEREAS, it is expected, that the transaction will close in August 2009;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

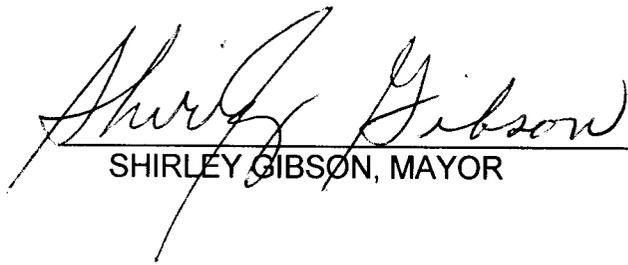
Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the purchase of that certain property described in Exhibit "A" attached hereto from the Archdiocese of Miami, in the amount of \$3,600,000.00, and authorizes the City Attorney and City Manager to negotiate and execute a Purchase and Sale Agreement in substantial form as that Agreement attached hereto as exhibit "A"

attached hereto, and to take whatever steps are necessary and appropriate to close on the transaction.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JUNE 24, 2009.

ATTEST:


SHIRLEY GIBSON, MAYOR


RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson
SECONDED BY: Councilman Bratton

VOTE:

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> X </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> </u> (Yes)	<u> </u> (No) (not present)
Councilman Aaron Campbell	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Oliver Gilbert III	<u> X </u> (Yes)	<u> </u> (No)

SKD/teh

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell
Councilman Andre Williams
Councilwoman Sharon Pritchett
Councilwoman Oliver Gilbert III

MEMORANDUM

To: Mayor & City Council
From: Danny O. Crew, City Manager
Date: June 14, 2009
Re: Property option - Archdiocese of Miami

As identified in the recently identified in the approved Land Acquisition Plan, I have been looking at potential properties for a future City needs. The current market is extremely favorable for property purchase. During this process, I became aware of a piece of property for sale that I believe, would make a significant addition to the City Parks and Recreation inventory. I have pursued this possibility and was able to secure an option to purchase the property in question.

One of the biggest complaints that staff hears regarding the City's parks and recreation program is the lack of a dedicated Senior Center in addition to a general shortage of park land. I believe I have found a piece of property that accomplishes the first and complements the latter.

The Archdiocese of Miami is selling surplus church land. Among the parcels is a 14 acre piece of land at the Northwest corner of NW 183rd Street and NW 12th Avenue. The price for the land is \$3.6 million. This equates to approximately \$250,00 per acre (Significantly less than the \$400,000 per acre we paid for the parcel Rolling Oaks parcel we purchased in 2005). In addition to 14 acres of land, the property contains 5 structures, including a 12,000 square foot building that can be renovated to a Senior Center. The other structures can be used for City storage and or perhaps rented to local non-profits needing space. The land would be ideal for a passive park or botanical garden to put the 'gardens' in Miami Gardens. Miami Gardens currently has only about 1 acre of park land for each 1,000 residents. This is far below the National Parks and Recreation Association's recommended 10 acres per 1000 residents.

Pursuant to the authority granted at the City Council meeting held on October 25, 2005, and the provisions of the City's Purchasing Ordinance, I have secured an Option on the property. This resolution will accept that offer. I have completed the necessary appraisals and environment review. The purchase will require that City Council approve the appropriate bond ordinance and resolution at your July Council meetings. Closing would be in August.

With the growth that Miami Gardens has and is experiencing, and the general lack of potential park sites, I believe that City Council should move to acquire this property.

PENDLETON GROUP, INC.

REAL ESTATE APPRAISERS

1256 HOLLY COVE DRIVE
JUPITER, FLORIDA 33458

Ph. 561.748.1713

May 25, 2009

Dr. Danny Crew
1515 NW 167 Street
Miami Gardens, FL 33169

RE: Appraisal of ±14 acre Church Property
18330 NW 12 Avenue
Miami Gardens, Florida 33169

Dr. Crew:

As requested, we have personally inspected and appraised the above referenced subject property. This report has been prepared for our client, the City of Miami Gardens. The intended use of this appraisal is for assistance with purchasing decision and the only intended user is the City of Miami Gardens. The scope of work performed is specific to the needs of the intended users and the intended use.

The purpose of this appraisal assignment is to provide an opinion of the market value of the fee simple interest in the subject property, as of May 6, 2009. Following an inspection of the subject property on May 6, 2009, the necessary investigation, research and analyses were performed by the appraisers. This appraisal report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics and Standards of Appraisal Practice of the Appraisal Institute.

It is our opinion that the market value of the fee simple interest in the subject property, as of May 6, 2009, was **THREE MILLION SIX HUNDRED SIXTY THOUSAND DOLLARS (\$3,660,000)**. This market value is based on the extraordinary assumption that the subject property is 14 acres. This transmittal letter is followed by the appraisal presented in a summary appraisal report format, our file #090506-SS containing 61 pages, further describing the subject property and containing the data, analyses and valuation leading to the opinion of value. The Certification, General Underlying Assumptions" and "Limiting Conditions" which are considered usual for this type of assignment, are provided in Part Four of the report.

Respectfully submitted,

PENDLETON GROUP, INC.



DIANE PENDLETON, MAI
PRESIDENT
STATE-CERTIFIED GENERAL REAL
ESTATE APPRAISER #RZ480



LAWRENCE R. PENDLETON, MAI
STATE-CERTIFIED GENERAL REAL
ESTATE APPRAISER #RZ725

WHEREAS, Optionee would like an option to purchase, and Optionor would like to grant Optionee the option to purchase, the Property upon the terms and conditions stated in the Contract for Sale and Purchase, attached hereto and made a part hereof, ("Contract"),

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

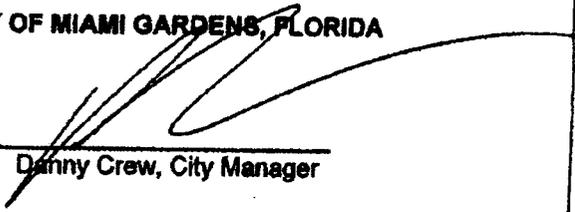
1. Optionor grants to Optionee an option to purchase the Property in accordance with the terms set forth in the Contract.
2. This Option is effective as of the date of execution by Optionor and Optionee, and will expire ninety (90) calendar days from execution, unless the same shall be exercised as provided herein.
3. Optionee may exercise this Option only by delivering a written notice thereof, signed by Optionee, to Optionor before the time herein set for expiration.
4. The date of Optionee's delivery of the notice described herein to Optionor shall constitute the Effective Date for the Contract, and the provisions of the Contract shall be given full force and effect. Such notice may be sent to the addresses first set forth above via fax, e-mail or first class mail. Any such notice, if sent by mail, shall be considered delivered when deposited in the United States mail. If sent via fax or e-mail, such notice shall be considered delivered upon receipt of a confirmation.
5. As consideration for the grant of this Option, Optionee has paid to Optionor, concurrently with execution of this Option, the sum of \$25,000.00 ("Option Price"), receipt of which is acknowledged by Optionor. The Escrow Agent described in the Contract shall hold the Option Price in escrow in the same manner as under the Contract. In the event the Optionee shall exercise the Option herein granted, the Option Price shall constitute and be deemed for all purposes, the initial deposit required by the Contract. If Optionee decides not to exercise the option, Optionee shall have the right to

a return \$24,900.00 of the Option Price, upon providing written notice to Optionor of Optionee's decision not to exercise the Option, on or before the expiration of the Option period. However, should Optionee fail to provide such written notice, then Optionee shall forfeit all rights and claim to the Option Price, and Optionor shall be entitled to retain the Option Price.

6. During the term of this Option and the Optionor shall not convey or encumber the Property or any portion thereof, in any manner. This Option, at the election of either Optionee, may be recorded in the Public Records of Miami-Dade County Florida.
7. This Option shall be binding upon and shall inure to the benefit of the parties hereto, and to their respective heirs, successors, or assigns.
8. Should any dispute arise hereunder, the prevailing party shall be entitled to recover against the non-prevailing party, all costs, expenses and attorney's and paralegal fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's and paralegal's fees through all appeals or other actions.
9. This Agreement shall be governed by the laws of the State of Florida, and venue shall lie in Miami-Dade County, Florida.
10. This Agreement shall not be interpreted for or against any party by reason of its preparation. In the event a provision hereof is deemed unenforceable it shall be severed from the balance of this Agreement and the balance of this Agreement shall continue in full force and effect. This Agreement contains the entire understanding between the Parties with regard to the subject matter expressed herein. This Agreement may be modified only in writing signed by all Parties hereto. This Agreement shall be binding upon the heirs, successors and assigns of all parties hereto. Facsimile Signatures. Facsimile signatures on this Agreement shall be deemed binding. In the event of a conflict between the terms of the Contract and the terms hereof, the terms hereof shall prevail. A default under the Contract shall constitute a default hereunder and visa versa.
11. Optionee's obligation under the Contract is contingent upon the property appraising, by an appraiser of Optionee's choice, for the full purchase price. If such appraisal does not support the

OPTIONEE:

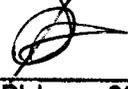
CITY OF MIAMI GARDENS, FLORIDA

By 
Danny Crew, City Manager

Attest:


Ronetta Taylor, City Clerk

Approved for Legal Sufficiency


Sonja K. Dickens, City Attorney

1 **1. PURCHASE AND SALE:**
2 City of Miami Gardens, a municipal corporation ("Buyer"),
3 agrees to buy and
4 The Most Reverend John G. Pawelek, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole ("Seller"),
5 agree to sell the property described as:
6 Street Address: 18330 NW 12 Avenue and 18450 NW 12 Avenue, Miami Gardens, Florida

7 Legal Description:
8 See Legal Descriptions set forth in Exhibit A attached hereto and made a part hereof.
9 Parcel 1: 34-2102-000-0040; and Parcel 2: 34-2102-000-0041; and Parcel 3: 34-2102-000-0042;
10 and Parcel 4: 34-2102-000-0110 LESS any portions conveyed to State of Florida DOT

11 and the following Personal Property:
12 Any fixtures and equipment attached to the property at closing, if any.
13 _____
14 _____

15 (all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this
16 Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time
17 periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period
18 ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

19 **2. PURCHASE PRICE:**

	\$ <u>3,600,000.00</u>
20 (a) Deposit held in escrow by <u>Arnstein & Lehr, LLP</u>	\$ <u>25,000.00</u>
21 (b) Additional deposit to be made within _____ days from Effective Date	\$ _____
22 (c) Total mortgages (as referenced in Paragraph 3)	\$ _____
23 (d) Other: <u>Loan Financing</u>	\$ <u>3,600,000.00</u>
24 (e) Balance to close, subject to adjustments and prorations,	
25 to be made with cash, locally drawn certified or cashier's check or wire transfer.	\$ <u>-25,000.00</u>

26 **3. THIRD PARTY FINANCING:** Within 1 days from Effective Date ("Application Period"), Buyer will, at Buyer's expense,
27 apply for third party financing in the amount of \$ 3,600,000.00 or 100 % of the purchase price to be
28 amortized over a period of Mkt years and due in no less than Mkt years and with a fixed interest rate not to exceed
29 _____ % per year or variable interest rate not to exceed _____ % at origination with a lifetime cap not to
30 exceed _____ % from initial rate, with additional terms as follows:
31 Rates and terms acceptable to Buyer, in Buyer's sole discretion.
32 _____
33 _____

34 Buyer will pay for the mortgages title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,
35 employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon
36 obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within
37 23 days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller
38 and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 9.

39 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.
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40 4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
41 other _____, free of liens, easements and encumbrances of record or known to
42 Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and
43 (list any other matters to which title will be subject) _____
44 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's Intended use of the Property
45 as _____

46 (a) Evidence of Title: Seller will, at (check one) Seller's Buyer's expense and within 5 days
47 from Effective Date prior to Closing Date from date Buyer meets or waives financing contingency in
48 Paragraph 3, deliver to Buyer (check one)
49 a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's
50 policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.
51 an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
52 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer
53 as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
54 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of
55 all documents recited in the prior policy and in the update.

56 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
57 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers
58 proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the
59 defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing.
60 Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If
61 the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to
62 cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the
63 transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title service
64 fees including title and abstract charges and title examination.

65 (c) Survey: (check applicable provisions below)
66 Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
67 engineering documents, if any, and the following documents relevant to this transaction: _____
68 _____
69 prepared for Seller or in Seller's possession, which show all currently existing structures.
70 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
71 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments
72 on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with
73 existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

74 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
75 (e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

76 5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Miami-Dade County,
77 Florida on or before _____ or within 30 days from Effective Date ("Closing Date"), unless
78 otherwise extended herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within N/A
79 days from Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional
80 lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any
81 contrary provisions in this Contract.

82 (a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the
83 deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated
84 to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the
85 encumbrances.

86 (b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
87 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants
88 of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
89 regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
90 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting
91 forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to
92 Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing statements.

93 Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.
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94 (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated
95 as of Closing Date as of _____; real estate taxes, bond and assessment payments
96 assumed by Buyer, interest, rents, association dues, insurance premiums acceptable to Buyer, operational expenses
97 and _____. If the amount of taxes and
98 assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being
99 made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially affecting
100 the Property: _____. Buyer will be responsible
101 for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is
102 substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.
103 (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold
104 a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign
105 person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to
106 provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding
107 requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding
108 requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly
109 remitted to the I.R.S.

110 6. ESCROW: Buyer and Seller authorize Arnstein & Lehr, LLP
111 Telephone: 954-719-7800 Facsimile: 954-719-7700
112 Address: 200 East Las Olas Boulevard, Fort Lauderdale, FL 33301 to act as "Escrow
113 Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this
114 Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing
115 escrow account with interest accruing to _____ with interest disbursed (check one)
116 at closing at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith
117 doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until
118 the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties'
119 rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction
120 over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty
121 to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with
122 applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party
123 because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable
124 attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged
125 and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to
126 any person for misdelivery to Buyer or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach
127 of this Contract or gross negligence.

128 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
129 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no
130 warranties other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any
131 defects in the property. (Check (a) or (b))

132 (a) As is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
133 condition.

134 (b) Due Diligence Period: Buyer will, at Buyer's expense and within 20 days from ~~Effective Date~~ ("Due
135 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended
136 use and development of the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any
137 tests, analyses, surveys and investigations ("inspections") which Buyer deems necessary to determine to Buyer's
138 satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone
139 designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other
140 utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of
141 permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and
142 ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property
143 for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due
144 Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this
145 notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer,
146 its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose
147 of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and
148 conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims
149 and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct
150 of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a
151 mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not
152 close, (1) Buyer shall repair all damages to the Property resulting from the inspections and return the Property to the
153 condition it was in prior to conduct of the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports
154 and other work generated as a result of the inspections. Should Buyer deliver timely notice that the Property is not
155 acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated.

156 Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.
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167 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
168 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
169 Property is on the premises.

168 (d) Disclosures:

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

173 2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the
174 Real Property.

175 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any
176 business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely
177 impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the
178 Property or Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's
179 consent.

180 9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met
181 and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned
182 in accordance with applicable Florida laws and regulations.

183 10. DEFAULT:

184 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title
185 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific
186 performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

187 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all
188 deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this
189 Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If
190 Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all
191 forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

192 11. ATTORNEY'S FEES AND COSTS: ~~In any claim or controversy arising out of or relating to this Contract, the prevailing~~
193 ~~party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorney's fees,~~
194 ~~costs and expenses.~~

195 12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a
196 licensed real estate Broker other than:

197 (a) Listing Broker: Rowley Group and Bevoid Realty
198 who is an agent of Seller
199 a transaction broker a nonrepresentative and who will be
200 compensated by Seller Buyer both parties pursuant to a listing agreement other (specify):
201 _____

202 (b) Cooperating Broker: _____
203 who is an agent of _____
204 a transaction broker a nonrepresentative and who will be
205 compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a
206 cooperating broker other (specify) _____

207 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
208 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker
209 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all
210 levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in
211 this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker
212 at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or
213 (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or
214 retains for or on behalf of Buyer or Seller.

215 13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not
216 assignable is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding
217 upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

218 Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.
219 CC-4 © 1997 Florida Association of Realtors®. All rights reserved. Licensed to Alta Star Software.
220 Software and Added Formatting Copyright 2004 Alta Star Software, Inc. All Rights Reserved. (305) 279-8898

211 14. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):
 212 Arbitration Seller Warranty Existing Mortgage
 213 Section 1031 Exchange Coastal Construction Control Line Other As Is Rider
 214 Property Inspection and Repair Flood Area Hazard Zone Other Other Terms and Conditions Rider
 215 Seller Representations Seller Financing Other _____

216 15. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller.
 217 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
 218 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
 219 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
 220 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or
 221 becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed
 222 under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be
 223 deemed delivery to that party.

224 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF
 225 AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND
 226 REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR
 227 LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE
 228 PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.)
 229 AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER
 230 ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS
 231 (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC
 232 RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES
 233 TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR
 234 VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT
 235 PROPERTY VALUE.

236 DEPOSIT RECEIPT: Deposit of \$ _____
 237 by check other _____ received on _____
 238 by _____

239 Signature of Escrow Agent
 240 OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller
 241 and a signed copy delivered to Buyer or Buyer's agent no later than 5:00 a.m. p.m. on
 242 April 8, 2009 Buyer may revoke this offer and receive a refund of all deposits.
 243 City of Miami Gardens, a municipal corporation

244 Date: 4/6/09 BUYER: _____ Tax ID No: _____
 245 Title: City Manager Telephone: _____ Facsimile: _____
 246 Address: 1615 NW 107 Street, Bldg 5, Suite 200, Miami Gardens, Florida

247 Date: _____ BUYER: _____ Tax ID No: _____
 248 Title: _____ Telephone: _____ Facsimile: _____
 249 Address: _____

250 ACCEPTANCE: Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (subject
 251 to the attached counter offer).

252 Date: 4-22-09 SELLER: _____ Tax ID No: _____
 253 Title: Archbishop Telephone: 305-760-1030 Facsimile: _____
 254 Address: 8401 Biscayne Boulevard, Miami Shores, Florida 33138

255 Date: _____ SELLER: _____ Tax ID No: _____
 256 Title: _____ Telephone: _____ Facsimile: _____
 257 Address: _____

258 Buyer (_____) and Seller (_____) acknowledge receipt of a copy of This page, which is Page 6 of 6 Pages.
 259 The Florida Association of Realtors and local Board/Association of Realtors make no representation as to the legal validity or adequacy of any provision of this form in
 260 any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the
 261 entire real estate industry and is not intended to identify the user as a Realtor. Realtor is a registered collective membership mark that may be used only by real estate
 262 licensees who are members of the National Association of Realtors and who subscribe to its Code of Ethics.
 263 The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

Addendum to Commercial Contract between

The Most Reverend John C. Pavone, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole
and City of Miami Gardens, a municipal corporation

(SELLER)
(BUYER)

concerning the sale and purchase of the Property described as:

16330 NW 12 Avenue and 16450 NW 12 Avenue, Miami Gardens, Florida

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties

(X) -- (*QF*) G. OTHER TERMS AND CONDITIONS:

Accuracy of Legal Description is subject to confirmation of conveyance to State of Florida Dept of Transportation in Warranty Deed and in Perpetual Easement both dated June 23, 2008 attached in composite Exhibit B hereto.

Buyer will pay for the title insurance premium at promulgated rates.

All standard title exceptions will be deleted from the owner's title insurance policy.

"AS IS" RIDER

This "As Is" Rider is to that certain Commercial Contract by and between The Most Reverend John C Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole ("Seller") and City of Miami Gardens, a municipal corporation ("Buyer") dated of even date herewith.

It is expressly understood and agreed that Buyer shall accept the conveyance of the Property in its present condition, "AS-IS, WHERE-IS," subject to all patent and latent defects, if any, with no representation or warranty by Seller as to its fitness, suitability, habitability, or usability, including but not limited to, the quality or condition of the Property, the manner of operating the Property and the expenses of any type related thereto, and the compliance of the Property with any laws, rules, ordinances or regulations of any governmental body. Seller makes no representation as to any environmental matters relating to the Property including, without limitation, soil conditions, Buyer having been given sufficient time during its due diligent investigations to satisfy itself that there are no Hazardous Materials or conditions on or in the Property that would cause either State or Federal Agencies to order a cleanup of the Property under any Environmental Law. As used herein, the term "Environmental Law" shall mean and include Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, Resource Conservation and Recovery Act 42 U.S.C. 6901, *et seq.*, and all other similar existing and future federal, state and municipal statutes, rules, regulations and ordinances governing the environment or the generation, disposal or storage of any Hazardous Materials or conditions, all as amended from time to time and all rules and regulations promulgated thereunder. The term "Hazardous Materials" shall mean and include asbestos, polychlorinated biphenyls, petroleum products and any other hazardous or toxic materials, wastes and substances that are defined as such in any Environmental Law. Seller makes no representation as to the condition or value of the Property. Buyer hereby waives and releases Seller of and from any claims, actions, causes of action, demands, rights, liabilities, obligations, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that Buyer now has or that may arise in the future on account of or in any way growing out of or in connection with the economic, physical or environmental condition of the Property, or any Environmental Law or applicable regulation. The provisions of this As Is Rider shall survive Closing and the future transfer of any or all of the Property by Buyer.

Seller

By: John C. Favalora
The Most Reverend John C Favalora,
Archbishop of the Archdiocese of Miami,
his successors in office, a corporation sole
Date: 4-22-09

Buyer

City of Miami Gardens, Florida

By: [Signature]
Danny Crew, Manager

Date: _____

Exhibit "A"

Legal Description
Miami Gardens Property

Parcel 1: 2 52 41 11.33 AC M/L N690FT OF S940FT OF SW1/4 LESS N191FT
OF S572FT OF E220FT & LESS SW1/4 OF SE1/4 OF SW1/4 & LESS AT E35FT ALL
LYG E OF SUNSHINE STATE PKWY

Folio No.: 34-2102-000-0040

Parcel 2: 2 52 41 1.83 AC M/L BEG 50FTN & 59.91FTW OF SE COR OF SE1/4
OF SW1/4 TH W 300.92FT TO NE R/W/L SUNSHINE ST PKWY NWLY ALG SD
R/W/L 259.83 FT E492.42FT S175.09FT TH BY CURVE TO RIGHT

Folio No.: 34-2102-000-0041

Parcel 3: 2 52 41 .81 AC M/L N191FT OF S572FT OF E220FT OF SW1/4 LESS
E35FT FOR RD PR ADD 18450 NW 12 AVENUE SIZE 35335 SQUARE FEET F/A/U
30-2102-000-0042

Folio No.: 34-2102-000-0042

Parcel 4: 2 52 41 .482 AC BEG AT NE COR OF SW1/4 OF SE1/4 OF SW1/4
S242.64FT TO NELY R/W/L SUNSHINE STATE PKWY TH NWLY ALG NE R/W/L
SUNSHINE STATE PKWY 297.70FTE 173FT TO POB

Folio No.: 34-2102-000-0110



CFN 20080543781
 DR Bk 26460 Pgs 0262 - 264: (3pgs)
 RECORDED 07/02/2008 08:55:55
 DEED DOC TAX 2,550.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared under the supervision of Kathy Lamb-Flynn, Attorney Florida Department of Transportation Florida's Turnpike Enterprise Milepost 263, Florida's Turnpike (Building 5315, Turkey Lake Service Plaza) P.O. Box 613069 Ocoee, Florida 34761

FPN: 415462-2
 Parcel No.: 102
 SR No.: 91
 County: Miami-Dade

WARRANTY DEED

THIS WARRANTY DEED made this 23 day of June 2008, by THE MOST REVEREND JOHN C. FAVALORA, AS ARCHBISHOP OF THE ARCHDIOCESE OF MIAMI, HIS SUCCESSORS IN OFFICE, A CORPORATION SOLE, Grantor, whose address is: 9401 Biscayne Boulevard, Miami Shores, Florida 33138, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, Grantee, whose address is: Turnpike Enterprise Headquarters, Florida's Turnpike, Milepost 263, Building 5315, P.O. Box 613069, Ocoee, Florida 34761.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Miami-Dade County, Florida, and more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Property Tax ID Numbers: 34-2102-000-0040
 34-2102-000-0041

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell

[Handwritten signature]

and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against all lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

SUBJECT to easements, restrictions and reservations of record, if any, and taxes for 2008 and subsequent years.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Elizabeth Garcia
Signature of Witness
Elizabeth Garcia
Print or type name

Mary Suarez
Signature of Witness
Mary Suarez
Print or type name

GRANTOR:

John C. Favalora
The Most Reverend John C. Favalora,
as Archbishop of the Archdiocese of
Miami, his Successors in Office, a
Corporation Sole

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23 day of June
2008, by The Most Reverend John C. Favalora, as Archbishop of the Archdiocese of Miami,
his Successors in Office, a Corporation Sole, who is personally known to me or who has
produced _____ as identification.

Notary Public:

[Signature]

Print, Stamp, or Type Name: _____

My commission expires: _____

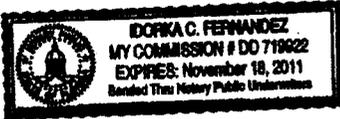


EXHIBIT "A"

Fee Simple Limited Access Right-of-Way

A parcel of unplatted land lying in the southwest quarter (SW ¼) of Section 2, Township 52 South, Range 41 East of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the south quarter (S ¼) corner of said Section 2, thence South 87°07'57" West along the south line of the said southwest quarter (SW ¼) of Section 2 for 327.94 feet; thence North 2°52'03" West for 50.00 feet to a point on the northerly right of way of State Road 860 (Miami Gardens Drive); thence South 87°07'57" West along the said northerly right of way of State Road 860 for 19.68 feet to the POINT OF BEGINNING;

thence North 43°12'57" West for 54.40 feet;
thence North 42°59'04" West for 60.70 feet;
thence North 37°48'25" West for 163.83 feet;
thence North 18°10'09" West for 79.39 feet;
thence North 40°40'10" West for 172.00 feet;
thence North 63°10'09" West for 107.95 feet;
thence North 43°31'55" West for 95.96 feet to a point on the southerly limited access right of way of State Road 91 (Florida's Turnpike / Sunshine State Parkway), said point being a point of curvature of a curve concave to the northeast and having a chord bearing of South 40°40'11" East and a radius of 7489.44; thence along said curve southeasterly for an arc length of 665.86 feet; thence South 43°12'57" East for 45.90 feet to a point on the said northerly right of way of State Road 860; thence North 87°07'57" East along the said northerly right of way of State Road 860 for 13.12 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and the above described property.



CFN 2008R0543782
 OR Bk 26460 Pgs 0265 - 267; (3pgs)
 RECORDED 07/02/2008 08:55:55
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared under the supervision of Kathy Lamb-Flynn, Attorney Florida Department of Transportation Florida's Turnpike Enterprise Milepost 263, Florida's Turnpike (Building 5315, Turkey Lake Service Plaza) P.O. Box 613069 Ocoee, Florida 34761

FPN: 415462-2
 Parcel No.: 800
 SR No.: 91
 County: Miami-Dade

PERPETUAL EASEMENT

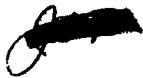
THIS EASEMENT, made this 23 day of June, 2008, by THE MOST REVEREND JOHN C. FAVALORA, AS ARCHBISHOP OF THE ARCHDIOCESE OF MIAMI, HIS SUCCESSORS IN OFFICE, A CORPORATION SOLE, Grantor, whose address is: 9401 Biscayne Boulevard, Miami Shores, Florida 33138, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, Grantee, whose address is: Turnpike Enterprise Headquarters, Florida's Turnpike, Milepost 263, Building 5315, P.O. Box 613069, Ocoee, Florida 34761.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement for ingress and egress and for the purpose of construction and maintenance associated with the Miami Gardens Toll Plaza and all future improvements related thereto, and for the construction, operation and maintenance of water facilities (wells, water supply pipelines, valves, well vault, well pumps and all other physical facilities and property installations that are required) in order to provide the City of North Miami Beach with alternative locations for said water facilities as further described in Easement Agreement recorded in OR Bk 21399 Pgs 3405-3414, together with incidental purposes related thereto, including necessary rights of ingress and egress, in, upon, over and through the following described land situate in Miami-Dade County, Florida, and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

THIS EASEMENT is granted upon the condition that any work performed upon the



above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered
in the presence of:

Elizabeth Garcia
Signature of Witness

Elizabeth Garcia
Print or type name

Mary
Signature of Witness

Mary Suarez
Print or type name

GRANTOR:

John C. Favalora
The Most Reverend John C. Favalora,
as Archbishop of the Archdiocese of
Miami, his Successors in Office, a
Corporation Sole

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23 day of June, 2008, by The Most Reverend John C. Favalora, as Archbishop of the Archdiocese of Miami, his Successors in Office, a Corporation Sole, who is personally known to me or who has produced _____ as identification.

Notary Public:

[Signature]

Print, Stamp, or Type Name: _____

My commission expires: _____

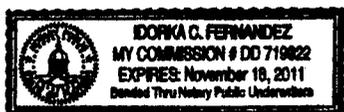


Exhibit "A"

Perpetual Easement

A parcel of unplatted land lying in the southwest quarter (SW ¼) of Section 2, Township 52 South, Range 41 East of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the south quarter (S ¼) corner of said Section 2, thence South 87°07'57" West along the south line of the said southwest quarter (SW ¼) of Section 2 for 327.94 feet; thence North 2°52'03" West for 50.00 feet to a point on the northerly right of way of State Road 860 (Miami Gardens Drive); thence South 87°07'57" West along the said northerly right of way of State Road 860 for 19.68 feet to the POINT OF BEGINNING;

thence North 43°12'57" West for 54.40 feet;
thence North 42°59'04" West for 60.70 feet;
thence North 37°48'25" West for 163.83 feet;
thence North 18°10'09" West for 79.39 feet;
thence North 40°40'10" West for 172.00 feet;
thence North 63°10'09" West for 107.95 feet;
thence North 43°31'55" West for 95.96 feet;
thence North 49°10'24" East for 10.01 feet;
thence South 43°31'55" East for 93.76 feet;
thence South 63°10'09" East for 108.21 feet;
thence South 40°40'10" East for 175.98 feet;
thence South 18°10'09" East for 79.64 feet;
thence South 37°48'25" East for 161.65 feet;
thence South 42°59'04" East for 60.21 feet;
thence South 43°12'57" East for 62.89 feet to the said northerly right of way of State Road 860; thence South 87°07'57" West along the said northerly right of way for 13.12 feet to the POINT OF BEGINNING.

PHASE I ENVIRONMENTAL SITE ASSESSMENT
Archdiocese of Miami Properties
18330 NW 12 Avenue
Miami-Dade County, Florida
For
THE CITY OF MIAMI GARDENS

1.0 INTRODUCTION

URS Corporation (URS) was retained by the City of Miami Gardens to conduct a Phase I Environmental Site Assessment (ESA) of the Archdiocese of Miami Properties (subject property) located at 18330 NW 12 Avenue in Miami Gardens, Miami-Dade County, Florida. A site location map is presented as **Figure 1**.

1.1 PURPOSE

The purpose of the Phase I ESA is to evaluate environmental concerns or issues that may be associated with the subject property. Such environmental concerns or issues are subsequently referred to in this report as a "Recognized Environmental Condition" (REC) in accordance with the ASTM Standard E-1527-05. A Recognized Environmental Condition is defined as:

The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

1.2 SCOPE OF WORK

This Phase I ESA was performed in general accordance with the ASTM E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

1.3 SIGNIFICANT ASSUMPTIONS

The findings and conclusions of URS must be considered not as scientific certainties, but rather as our professional opinion concerning the significance of the limited data gathered during the course of the environmental site assessment.

1.4 LIMITATIONS OF THE REPORT

The Phase I Environmental Site Assessment was prepared in general accordance with the ASTM E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

URS' Phase I ESA was limited to visual observations of site conditions on the day inspected, review of readily available and relevant data; and statements made and information provided by the Client, his agents, outside parties and regulatory agencies.

The Phase I ESA is a limited and non-exhaustive survey that is intended to evaluate whether readily available information indicates that the historical or current use of the subject property resulted in contamination by hazardous substances or wastes. As a result, without a comprehensive sampling and analysis program or implementation of services beyond the original scope of work, certain potential conditions, including, but not limited to those summarized below, may not be revealed:

- Naturally occurring toxic substances or elements found in the subsurface soils, rocks or water.
- Toxic substances commonly found in current habitable environments, such as stored household products, building materials and consumables;
- Biological or infectious agents and pathogens;
- Contaminant plumes (liquid or gaseous) below the surface from a remote or unknown source; and,
- Unknown, unreported and not readily visible site contamination which may have been caused by "midnight" dumping and/or accidental spillage.

URS has exercised due and customary care in the conduct of the Phase I ESA but has not independently verified information provided by others. Therefore, URS assumes no liability for any loss resulting from errors or omissions arising from the use of inaccurate/incomplete information, or misrepresentations made by others. This Phase I ESA has been prepared at the request of the City of Miami Gardens, and it should be emphasized that because conditions at the subject property can change over time, the use of this report by unauthorized third parties shall be at their own risk.

1.5 SPECIAL TERMS AND CONDITIONS

URS' ability to complete the Scope of Work was limited to the degree to which statements made and information provided by various sources was accurate.

1.6 USER RELIANCE

This report contains a Phase I ESA of four (4) adjacent properties (Folio numbers: 34-2104-000-0040, 34-2102-000-0041, 34-2102-000-0042, and 34-2102-000-0110) located at 18330, 18340, and 18450 NW 12 Avenue in Miami Gardens, Miami-Dade County,

Florida. This report has been prepared at the request of the City of Miami Gardens and should be for the sole use and reliance of the City of Miami Gardens.

2.0 PHASE I ENVIRONMENTAL SITE ASSESSMENT

Information concerning the subject property was gathered during a site inspection conducted by URS Environmental Scientist, Pavel Terselich, on May 12, 2009 and on the basis of the documents referenced in Section 2.0 of this report. Mr. David B. Duckworth, Vice-President for the Rowley Group, was present during the site inspection. Site photographs are included as **Appendix A**.

2.1 SITE DESCRIPTION

The subject property consists of four (4) adjacent properties totaling 14.452 acres with four (4) buildings as follows:

- 18330 NW 12 Avenue (Our Lady of Mt. Carmel Spiritual Life Center)
- 18340 NW 12 Avenue (Emergency Pregnancy Services – Respect Life Offices)
- 18450 NW 12 Avenue (Claritian Sisters Residence)
- 18450 NW 12 Avenue (Hershberger Residence)

Further information concerning the subject property was gathered during the site inspection and on the basis of the documents referenced in this report.

2.1.1 Physical Location and Legal Description

The subject property is located at 18330, 18340, and 18450 NW 12 Avenue in Miami Gardens, Miami-Dade County, Florida. A Location Map is presented as **Figure 1**. The legal description was obtained from the Miami-Dade County Property Appraiser on April 23, 2009, and is provided in **Appendix B**. The subject property is registered under four (4) folio numbers as follows:

- 34-2102-000-0040 (18330 NW 12 Avenue); the primary zone is 9000 Agricultural, County Land Use Code (CLUC) is 0044 Religious. The lot size is 11.33 acres with 1,987 adjusted SQ FT. built in 1926.
- 34-2102-000-0041 (18330 NW 12 Avenue); the primary zone is 8900 Unzoned, County Land Use Code (CLUC) is 0044 Religious. The lot size is 1.83 acres with 12,934 adjusted SQ FT. built in 1966.
- 34-2102-000-0042 (18450 NW 12 Avenue); the primary zone is 9000 Agricultural, County Land Use Code (CLUC) is 0044 Religious. The lot size is 0.81 acres with 2,351 adjusted SQ FT. built in 1926.

- 34-2102-000-0110 (No Address); the primary zone is 9000 Agricultural, County Land Use Code (CLUC) is 0081 Vacant Land. The lot size is 0.482 acres with 0.0 adjusted SQ FT.

2.1.2 Environmental Setting

Environmental characteristics including topography, soils, geology and hydrogeology were evaluated based on site observations, published literature, and maps. The following sections present the environmental characteristics of the subject property.

2.1.2.1 Topography

The subject property is located within Section 02, Township 52, and Range 41, in Miami-Dade County, Florida. Topographic map coverage of the site is provided by the United States Geologic Survey (USGS) "North Miami, Florida" 7.5-minute quadrangle, reference year 1994. The surface topography of the subject property is approximately 5 to 10 feet above mean sea level and is essentially flat.

2.1.2.2 Soils

Based on a review of the United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS) 1996 Soil Survey of Dade County Area, Florida, the subject property is located in the Atlantic Coastal Ridge and locally referred to as Miami Ridge. The Miami Ridge is known to be a persistent ridge along the southeastern coast of Florida. The location of the subject site is mapped as the Urban Land – Udorthents Association.

The Urban Land-Udorthents Association is located in built-up areas and nearly level to very steep, moderately well drained or well drained soils consisting of fill material that is 8 to more than 80 inches deep over limestone bedrock. This association is primarily in the northeastern part of the survey area, along the Atlantic Coastal Ridge south to Black Creek Canal and on the Barrier Islands.

This association makes up about 34.9 percent of the survey area. It is about 70 percent Urban land, 23 percent Udorthents, and 7 percent soils of minor extent. Urban land is covered by streets, sidewalks, parking lots, buildings, and other structures that so obscure the soils that identification of the soil series is not feasible. Udorthents are nearly level areas of extremely stony fill material. Typically, the fill material is light gray and white extremely stony loam about 55 inches thick. Below this is hard, porous limestone bedrock. These soils are intricately mixed with areas of urban land.

Almost all of this association is used for urban or recreational development. Farming is of no importance because of the extensive urban development. Wetness is a limitation affecting most non-farming uses. Established drainage systems and additions of fill material have helped to overcome this limitation. Udorthents that overlie organic material are severely limited as sites for roads and buildings. The organic material is compressible

and cannot support heavy loads. This limitation can be overcome by replacing the organic material with stable fill material or by constructing foundations on pilings.

2.1.2.3 Hydrogeology

Historically, the natural topography of South Florida has been flat. Precipitation percolated into the surficial soils, or was transported by sheet flow to the south, into the Everglades, or east, to the coast via sloughs and rivers bisecting the Atlantic Coastal Ridge. At present, surface water runoff is directed into canals and retention areas. These canals and retention areas serve to prevent seasonal flooding by redirecting water flow to the east.

The Biscayne Aquifer, the main source of drinking water for South Florida, underlies the subject property. The Biscayne Aquifer is a highly transmissive surficial aquifer composed predominately of limestone and unconsolidated sands and silts. The subject property is located within the Everglades physiographic province. Regional groundwater flow in this area is estimated to flow southeast. However, localized groundwater flow patterns and depths which differ from these conditions may exist due to the presence of asphalted areas, underground utilities, heterogeneous subsurface conditions, local recharge factors, stormwater drainage systems and/or local groundwater pumping. Localized groundwater flow of the surficial aquifer in the subject property's vicinity may be affected by the canal located immediately to the west.

2.1.3 Current Uses of the Property

The subject property is currently used as residential and for religious purposes. The main building consists of a religious ceremony area, meeting rooms, offices, bedrooms, restrooms, and a kitchen. Two buildings are currently being used as residences, and another building is used for community service purposes. There is an asphalted driveway into each of the buildings. The remainder of the property consists of open land and trees, some areas are fully covered with dense vegetation and no-access is available. The subject property is surrounded by chain linked fence. The site plan is provided in **Figure 2**.

2.1.4 General Site Description

URS personnel inspected the subject property on May 12, 2009. Weather conditions at the time of the inspection were clear. The URS representative visually and physically inspected readily accessible areas of the subject property. Site photographs are presented in **Appendix A**.

2.1.5 Adjoining and Surrounding Land Use

URS performed a visual inspection of readily visible areas of adjacent properties to the subject property. The following description of the current uses of adjoining and surrounding properties is based on URS' observation on the date of the inspection (May

12, 2009). Specific information from adjacent properties contained in regulatory agency databases and files, as provided by EDR, are presented in Section 2.3.

2.1.5.1 *Current Uses of Adjoining Properties*

The general land use surrounding the subject property was observed to be residential.

- To the north, east and south, the subject property is surrounded by residential areas.
- Parkway Elementary School is situated immediately adjacent to the northwest from the subject property at 1320 NW 188th Street.
- Seven Day Adventist Church is situated immediately adjacent to the southeast from the subject property at 1175 NW 183rd Street.
- The Florida Turnpike Expressway is located immediately adjacent to the west of the subject property. Between the expressway and the subject property there is a sewage line with a lift station. The utility runs in a north-south direction on the east side of the expressway.

2.1.5.2 *Surrounding Properties of Potential Environmental Concern*

The URS representative performed a visual survey within one-quarter of a mile radius from the subject property to identify any surrounding property that could reasonably be considered as a property of potential environmental concern likely to create a REC for the subject property. No properties of concern were observed.

2.2 USER PROVIDED INFORMATION

2.2.1 Title Records

No information regarding title records was provided by the user, and a Chain-of-Title review was not included as part of the scope of work for this report.

2.2.2 Environmental Liens or Activities and Use Limitations

No information regarding Environmental Liens or Activities and Use Limitations was provided by the user, and was not included as part of the scope of work for this report.

2.2.3 Specialized Knowledge

No specialized information regarding the property was provided by the user.

2.2.4 Valuation Reduction for Environmental Issues

No information was provided by the user on this issue, and was not included as part of the scope of work for this report.

2.2.5 Owner, Property Manager and Occupant Information

According to Mrs. Sylvia Hershberger who has lived on the subject property for over 60 years, there are no environmental concerns related with the property. Mrs. Hershberger mentioned that the property was a dairy farm and that the barn, located on the north side of the property, had been demolished due to the damages caused by Hurricane Wilma.

2.2.6 Reason for Performing Phase I

The Phase I ESA was performed at the request of Ms. Pamela Thompson of the City of Miami Gardens to satisfy environmental due diligence investigation requirements for the purpose of property acquisition.

2.2.7 Other

No other reports were provided to URS for review.

2.3 REGULATORY AGENCY REVIEW

2.3.1 Environmental Databases Review

URS reviewed information gathered from several environmental databases through Environmental Data Resources, Inc. (EDR), to evaluate if activities on or near the subject property could threaten the environmental quality of the subject property. EDR reviews databases compiled by the federal, state and local government agencies. The complete list of databases reviewed by EDR is provided in the EDR report dated May 1, 2009. The EDR report is included in **Appendix B**. It should be noted that this information is reported as URS received it from EDR, which in turn reports information as it is provided in various government databases. It is not possible for URS to verify the accuracy or completeness of information contained in these databases. However, the use of and reliance upon this information is a generally accepted practice in the conduct of environmental due diligence investigations. The databases searched and the information obtained is summarized below. Only the facilities of significance (*i.e.*, those located adjacent, up gradient, or with other potential impact) are addressed specifically in the appropriate sections of this report.

2.3.1.1 *Federal NPL List*

The EPA's National Priorities List (NPL) of uncontrolled or abandoned hazardous waste sites was reviewed for sites within one mile radius of the subject property. To appear on the NPL, sites must have met, or surpassed a predetermined hazard ranking system score, been chosen as a state's top priority site, must pose a significant health or environmental threat, or be a site where the EPA has determined that remedial action is more cost-effective than removal action. The database search identified no NPL sites within a one mile radius of the subject property.

2.3.1.2 *Federal CERCLIS List*

The EPA's Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) listing was reviewed to evaluate if sites within one mile of the subject property are listed for investigation. The CERCLIS database identifies hazardous waste sites that require investigation and possible remedial action to mitigate potential negative impacts on human health or the environment. The database search identified no CERCLIS sites within a one-half mile search radius of the subject property.

2.3.1.3 *CORRACTS List*

CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity. The database search identified no CORRACTS sites within a one mile search radius of the subject property.

2.3.1.4 *Federal RCRA List*

The current RCRA Notifiers List was reviewed to evaluate if any RCRA treatment, storage, or disposal sites (TSDs) are within one-half mile of the subject property. The database search did not identify any RCRA TSD facility within the specified search radius of the subject property.

The RCRA-regulated hazardous waste generator notifiers' list was reviewed to evaluate if any RCRA generator facilities are located adjacent to the subject property. The database search identified one (1) RCRA small-quantity generators (SQG) within one-quarter mile radius search of the subject property as the adjacent Parkway Elementary School. The EDR reported that a tank used for storing fuel-oil for heating was removed in 2007. Based on the available information in the EDR report, it is URS' opinion that this facility may not pose an off-site REC.

2.3.1.5 *Miami-Dade County Hazardous Waste Sites List*

The Miami-Dade County Hazardous Waste Sites (MDC HWS) list which details sites with the potential to generate waste was reviewed to evaluate if any MDC HWS are within one quarter mile radius of the subject property. The database search did not identify any MDC HWS sites within a quarter mile radius from the subject property.

2.3.1.6 *Miami-Dade County Industrial Waste List*

The Miami-Dade County (MDC) Industrial Waste Sites list comes from the Department of Environmental Resources Management. A review of the MDC IW2-4 list, as provided by EDR revealed that there are no MDC IW2-4 sites within a quarter of a mile of the subject property.

2.3.1.7 State Landfill Sites

The inventory of state landfill sites was reviewed to determine if landfill sites are in the vicinity of the subject property. The database search identified no landfill sites within one-half mile radius of the subject property.

2.3.1.8 Leaking Registered Storage Tank (LUST) Sites Listing

The Leaking Underground Storage Tanks (LUSTs) Sites listing is based on the Florida Department of Environmental Protection (FDEP) Leaking Registered Storage Tank (LRST) listing that maintains an inventory of known or reported incidents involving leaks of underground storage tanks. The database search identified four (4) LUST sites within a half mile radius of the subject property as follows:

- Parkway Elementary School (1320 NW 188 St.): discharge cleanup status completed.
- Alan Dry Cleaners (869 NW 183 St.): no further action complete
- Amoco Station (1695 NW 183 St.): no further action complete
- Miami Gardens Shell (840 NW 183 St.): discharge cleanup status ongoing.

The listed LUST site Miami Gardens Shell which appears to have an on-going cleanup status is located at a distance of over a quarter mile and down gradient from the subject property, assuming the direction of groundwater flow is towards the southeast. Based on the available information in the EDR report, it is URS' opinion that the Miami Gardens Shell Gas Station identified may not pose as an off-site REC.

2.3.1.9 Underground Storage Tank (UST) Sites

The Underground Storage Tank database contains registered USTs. Under Subtitle I of the 1984 RCRA Amendments, owners of USTs that contained regulated substances were required to notify (register) the designated state agency of the existence of the tank(s) by May 1986. After the September 11, 2001 events, the DEP was instructed to remove the detail about some of the storage tank facilities in the state from their reports. Federal-owned and bulk storage facilities are included in that set. The database search identified two (2) UST sites within one-quarter mile radius of the subject property as the Parkway Elementary School. Based on the available information in the EDR report, it is URS' opinion that the Parkway Elementary School identified may not pose as an off-site REC.

2.3.2 Regulatory Agency Contact

Additionally, on May 1, 2009, URS conducted a file review for the subject property at the Miami-Dade County DERM File review section and found no enforcement files, therefore no violations were found for the subject property.

2.3.3 Historical Site and Surrounding Property Conditions

The history of land use on and near the subject property was determined from a site reconnaissance visit as well as a review of historical aerial photographs and other documents referenced in Section 2.3.3.

2.3.3.1 City Directories

The City Directory Abstract report was provided by EDR. The information provided in the EDR report indicates that the street was not listed in the research source. No properties were listed in the City Directory that may pose a REC to the subject property. A copy of the EDR City Directory Abstract is provided in **Appendix B**.

2.3.3.2 Aerial Photographs

Information regarding past site land use was obtained through a review of historical aerial photographs for the years 1952, 1968, 1973, 1976, 1981, 1985, 1991, 1992, and 2007. The aerial photographs were printed at a scale of 1" = 750'. Aerial photograph quality was good. Aerial photographs are provided under **Appendix B**. A summary evaluation of the above referenced aerial photographs follows.

Aerial Date	Land Use	Potential RECs Identified
1952	The subject property appears undeveloped. The land was reportedly used for cattle grazing and agricultural purposes. There are a three (3) small buildings and one (1) barn.	None
1968	A larger building (religious center) appears on the property. The entire area has been developed. The neighboring properties have also been developed including the expressway and school.	None
1973	The subject property and adjoining properties appear unchanged from the previous photograph.	None
1976	The subject property and adjoining properties appear unchanged from the previous photograph.	None
1981	The subject property and adjoining properties appear unchanged from the previous photograph.	
1985	The subject property and adjoining properties appear unchanged from the previous photograph.	None
1991	The subject property and adjoining properties appear unchanged from the previous photograph.	None
1992	The subject property and adjoining properties appear unchanged from the previous photograph.	None
2007	The subject property appears unchanged from the previous photograph. A building has been constructed south east of the property	None

2.3.4 Fire Insurance Maps

Sanborn Fire Insurance Maps of the subject property were requested from Environmental Data Resources, Inc. No fire insurance map coverage was available for this area. The EDR Sanborn Map report is included in **Appendix B**.

2.3.5 Other Documents

The USGS North Miami, Florida 7.5-minute topographic quadrangle, reference year 1950 indicates the subject property being in its majority vacant undeveloped land with three (3) small buildings.

The USGS North Miami, Florida 7.5-minute topographic quadrangle, reference year 1962 depicts two (2) small buildings on the subject property. It also illustrates the adjoining expressway and shows extensive residential development in the area.

The USGS North Miami, Florida 7.5-minute topographic quadrangle, reference year 1969 depicts an additional building on the subject property and further development in the area.

The USGS North Miami, Florida 7.5-minute topographic quadrangle, reference year 1972 appears similar to the previous map.

The USGS North Miami, Florida 7.5-minute topographic quadrangle, reference year 1988 appears similar to the previous map.

The USGS North Miami, Florida 7.5-minute topographic quadrangle, reference year 1994 appears similar to the previous map. Joe Robbie Stadium appears on the map.

Refer to **Appendix B** for a copy of the historic topographic maps.

2.4 SITE RECONNAISSANCE

URS personnel visually and physically inspected readily accessible areas of the subject property on May 12, 2009. During the site reconnaissance, the subject property was evaluated for environmental concerns with the potential for creating a REC at the subject property. Observations were documented and pertinent features were photographed. The following sections summarize URS' findings.

2.4.1 Methodology and Limiting Conditions

The Phase I ESA was developed in accordance with the ASTM Standard E 1527-05. According to ASTM Standard E 1527-05 a REC is defined as "...the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water on the property. The terms include hazardous substances or petroleum products even under conditions in compliance with laws..."

2.4.2 Interior and Exterior Observations

A summary of exterior observations is presented below. Photographs taken during the site inspection are presented in **Appendix A**.

2.4.2.1 Hazardous Substances

URS' personnel visited the subject property to evaluate if hazardous substances were present. Based on observations made during the site reconnaissance, the subject property does not appear to have a history of use, generation or storage of hazardous substances or petroleum products. Based on these observations, it is URS' opinion that hazardous substances are not likely to create a REC for the subject property.

2.4.2.2 Hazardous Wastes

URS' personnel visited the subject property to evaluate if hazardous wastes were present. No hazardous wastes were observed at the subject property. Based on these observations, it is URS' opinion that hazardous wastes are not an environmental concern likely to create a REC for the subject property.

2.4.2.3 Underground/Aboveground Storage Tanks

No underground/aboveground storage tanks or evidence of former storage tanks were found on the subject property. Based on these observations, it is URS' opinion that underground/aboveground storage tanks are not an environmental concern for the subject property.

2.4.2.4 Drums and Containers

During the site reconnaissance, no drums or containers were observed at the subject property. It is URS' opinion that drums or containers are not an environmental concern for the subject property.

2.4.2.5 *PCB-Containing Equipment*

PCBs (polychlorinated biphenyls) are generally found in cooling fluids typically associated with electrical devices (i.e., transformers, electrical ballasts) and hydraulic equipment. Two (2) transformers were observed on-site which appeared to be in good condition. It is URS' opinion that PCB-containing equipment is not likely to create a REC at the subject property.

2.4.2.6 *Solid Waste*

One (1) dumpster, provided by Waste Management, was observed on site. Based on observations made during the site inspection, it is URS' opinion that solid waste is not likely to create a REC at the subject property.

2.4.2.7 *Floor Drains and Sumps*

No floor drains, sumps, or stormwater drains were observed during the site inspection in the asphalted driveway or anywhere on the property. Based on observations made during the site inspection, it is URS' opinion that drains and sumps are not an environmental concern for the subject property.

2.4.2.8 *Water and Wastewater*

URS was informed that water service was provided by Miami-Dade County Water and Sewer Department. Wastewater is serviced through septic tanks located adjacent to each of the residential buildings. The newer building (18330 NW 12 Avenue) is apparently serviced by the MDC Water and Sewer Department. It is URS' opinion that wastewater is not an environmental concern likely to create a REC at the subject property.

2.4.2.9 *Wells*

Though URS was informed that water was provided by Miami-Dade County Water and Sewer Department, a pump was observed to be connected to what appeared to be a well at the 18330 building. This pump may be used for irrigation.

2.4.2.10 *Pits, Ponds and Lagoons*

No ponds or lagoons were observed on the subject property at the time of the site inspection. There was an area of stagnant water observed during the site reconnaissance between the subject property and the expressway to the west.

2.4.2.11 Suspected Asbestos-Containing Material

An asbestos survey for identification of asbestos-containing building material (ACBM) was performed by Advanced Industrial Hygiene Services, Inc. The asbestos survey report is provided as an addendum to this document.

2.4.2.12 Lead Paint

A lead paint survey was not included in the scope of work.

2.4.2.13 Mold

A mold survey was not included in the scope of work.

2.4.2.14 Radon

Based on the U.S. Environmental Protection Agency Survey (EPA) and State Residential Radon Survey and the National Residential Radon Survey, 156 sites were tested in the zip code area of the subject property. The certified database indicated 5.3% sites indicated radon levels above the EPA recommended maximum level of 4.0 pCi/L. A radon survey was not included in the scope of work.

2.4.2.15 Other Physical Evidence of Contamination

No evidence of stained soil or asphalt, corrosion, unusual odors, and pools of waste liquids, mounds, depressions, vegetative distress, old/new growth, run-off patterns or berms were observed on the subject property during the site inspection.

2.5 INTERVIEWS

Mr. David B. Duckworth, realtor for the Archdiocese of Miami Properties, was available for interview during the site inspection conducted by URS personnel on May 12, 2009. Mr. Duckworth stated that to the best of his knowledge there were no environmental concerns and that the site had been used as a residence and for religious purposes. Mr. David B. Duckworth completed the "*all appropriate inquiry*" questionnaire. Refer to **Appendix C** for the completed questionnaire.

3.0 FINDINGS AND RECOMMENDATIONS

URS Corporation performed a Phase I Environmental Site Assessment of the Archdiocese of Miami Properties located at 18330 NW 12 Avenue in Miami Gardens, Miami-Dade County, Florida, in order to evaluate the potential for Recognized Environmental Conditions to exist at the subject property from on-site or off-site activities. This investigation was conducted in general accordance with ASTM E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. URS Corporation's findings and recommendations are presented below.

3.1 ON-SITE RECOGNIZED ENVIRONMENTAL CONDITIONS

Based on readily available information, it is URS Corporation's opinion that there are no on-site Recognized Environmental Conditions associated with the subject property at this time.

3.2 OFF-SITE RECOGNIZED ENVIRONMENTAL CONDITIONS

Based on readily available information, it is URS Corporation's opinion that there are no off-site Recognized Environmental Conditions associated with the subject property at this time.

3.3 OPINION

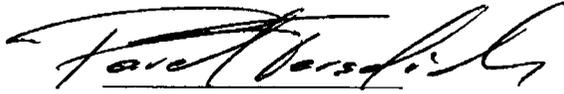
Based upon the observations made and the information obtained during the course of this Phase I ESA, it is URS' opinion that there are no on-site and off-site RECs.

3.4 CONCLUSIONS

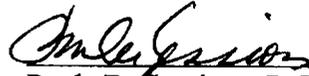
URS Corporation has performed a Phase I Environmental Site Assessment in general accordance with the ASTM E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment of the Archdiocese of Miami Properties located at 18330, 18340, and 18450 NW 12 Avenue in Miami Gardens, Miami-Dade County, Florida. The subject property is registered under folio numbers: 34-2104-000-0040, 34-2102-000-0041, 34-2102-000-0042, and 34-2102-000-0110.

4.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

The information presented in this report is true and accurate to the best of the undersigned consultant's knowledge.



Pavel Terselich, M.S.
Environmental Scientist



Paula D. Sessions, P.G.
Senior Project Manager

5.0 REFERENCES

ASTM E-1527, 2005. American Society for Testing and Materials (ASTM). Standard E-1527, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", 2005

Environmental Data Resources, Inc. (EDR), Inquiry 2484208.2s, 18330 NW 12 Avenue, Archdiocese of Miami Properties, Environmental Database Report, May 01, 2009.

United States Department of Agriculture Natural Resources Conservation Service (USDA-NRCS), 1996. Soil Survey of Dade County Area, Florida.

FDEP Oculus Petroleum Storage Database:
<http://dwmedms.dep.state.fl.us/Oculus/servlet/login>

FDEP Bureau of Petroleum Storage Systems:
http://appprod.dep.state.fl.us/www_stcm/reports/STCM02.asp

Miami-Dade County Property Appraiser:
http://www.miamidade.gov/pa/property_search.asp

Miami-Dade County DERM Pollution Control Division File Review
http://www.miamidade.gov/derm/code_file_review.asp

