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

MEMORANDUM

Agenda Item No. 11(A)(17)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.045, Florida Statutes, an Economic Development Conveyance of approximately 23.85 acres of vacant County-owned land identified as a portion of folio number 30-7902-000-0040 and generally located south of SW 280 Street, west of SW 127 Avenue, north of Biscayne Drive, and east of Nevada Avenue and SW 128 Path ("property") adjacent to the Homestead Air Reserve Base to Homestead Town Center, LLC, a Florida limited liability company ("Developer"), for development of a large scale container park to serve as a retail, commerce and entertainment hub, for the market value set forth in the Property Appraiser's website of $12,466,872.00; declaring the property surplus; approving the terms of the contract for sale and purchase and the declaration of restrictions ("contracts") and authorizing the County Mayor to execute the contracts, exercise all provisions contained therein, and to complete all acts necessary to effectuate such conveyance; authorizing the Chairperson or Vice-Chairperson of this Board to execute County Deed; directing the County Mayor to deposit 25 percent of sales proceeds into the Affordable Housing Trust Fund and allocating balance to Miami-Dade Economic Advocacy Trust; authorizing credit to developer against the purchase price after closing for monthly permit charges paid to the County during temporary, pre-closing occupancy up to the amount of $177,333.00

Resolution No. R-665-23

This item was amended at the 5-8-23 Chairman's Policy Council and Intergovernmental Affairs Committee to correct a scrivener's error referencing an inapplicable Florida Statute in both the Purchase and Sale Agreement and Declaration of Restrictive Covenants, to delete said reference, and to replace an inadvertent reference in section 12.1 of the Declaration of Restrictive Covenants to a capital grant with the corrected reference to the reduced purchase price and offset of payments under the permit agreement.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.

Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(17)

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. 11(A)(17)
7-6-23

RESOLUTION NO. R-665-23

RESOLUTION APPROVING, PURSUANT TO SECTION 125.045, FLORIDA STATUTES, AN ECONOMIC DEVELOPMENT CONVEYANCE OF APPROXIMATELY 23.85 ACRES OF VACANT COUNTY-OWNED LAND IDENTIFIED AS A PORTION OF FOLIO NUMBER 30-7902-000-0040 AND GENERALLY LOCATED SOUTH OF SW 280 STREET, WEST OF SW 127 AVENUE, NORTH OF BISCAYNE DRIVE, AND EAST OF NEVADA AVENUE AND SW 128 PATH ("PROPERTY") ADJACENT TO THE HOMESTEAD AIR RESERVE BASE TO HOMESTEAD TOWN CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("DEVELOPER"), FOR DEVELOPMENT OF A LARGE SCALE CONTAINER PARK TO SERVE AS A RETAIL, COMMERCE AND ENTERTAINMENT HUB, FOR THE MARKET VALUE SET FORTH IN THE PROPERTY APPRAISER'S WEBSITE OF $12,466,872.00; DECLARING THE PROPERTY SURPLUS; APPROVING THE TERMS OF THE CONTRACT FOR SALE AND PURCHASE AND THE DECLARATION OF RESTRICTIONS ("CONTRACTS") AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACTS, EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO COMPLETE ALL ACTS NECESSARY TO EFFECTUATE SUCH CONVEYANCE; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THIS BOARD TO EXECUTE COUNTY DEED; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO DEPOSIT 25 PERCENT OF SALES PROCEEDS INTO THE AFFORDABLE HOUSING TRUST FUND AND ALLOCATING BALANCE TO MIAMI-DADE ECONOMIC ADVOCACY TRUST; AUTHORIZING CREDIT TO DEVELOPER AGAINST THE PURCHASE PRICE AFTER CLOSING FOR MONTHLY PERMIT CHARGES PAID TO THE COUNTY DURING TEMPORARY, PRE-CLOSING OCCUPANCY UP TO THE AMOUNT OF $177,333.00

WHEREAS, on July 13, 2004, Miami-Dade 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

("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, the County has leased or conveyed numerous properties for economic development purposes to various entities throughout the EDC premises since the initial conveyance from the Air Force to industries that will create permanent jobs, attract new businesses, and promote economic development in the Homestead area of Miami-Dade County; and

WHEREAS, the County holds a vacant parcel of land within the EDC premises totaling approximately 23.85 gross acres, identified as a portion of folio number 30-7902-000-0040 (the "Property"); and

WHEREAS, the Property is generally located south of SW 280 Street, west of SW 127 Avenue, north of Biscayne Drive, and East of Nevada Avenue and SW 128 Path adjacent to the Homestead Air Reserve Base; 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 Property for the purpose of promoting job creation and new business development in the area; and

WHEREAS, this Board seeks to create and stimulate economic development opportunities and business development on the Property, while also providing opportunities to encourage small business growth, including engagement and participation by not-for-profit entities; and

WHEREAS, increasing opportunities for employment and other economic development will benefit the residents of District 9 and Miami-Dade County; and

WHEREAS, Section 125.045(1), 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), Florida Statutes provides that it "constitutes a public purpose to expend public funds for economic development activities, including… 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, pursuant to section 125.045, Florida Statutes, the County may employ measures to attract business enterprises, including but not limited to conveyance of real property directly to entities to attract such business enterprises, below market deeds, and grants; and

WHEREAS, section 125.045 provides an exception to competitive bidding requirements for non-competitive conveyances to allow for such expansion of existing businesses in the community or to attract new businesses and industries to the community for economic development purposes; and

WHEREAS, on September 14, 2022, the County issued a permit agreement to Homestead Town Center, LLC, a Florida limited liability company (the "Developer"), to construct a temporary container park and entertainment venue including retail stores and an entertainment venue; and

WHEREAS, the Developer is owned by Ahmand Johnson and Jossua Parini ("Owners") as set forth in Attachment "2" attached hereto; and

WHEREAS, the creation of a temporary container park would require the expenditure of substantial funds which would not be cost effective on a temporary basis and, to date, the Developer has expended a total of $108,000.00 on monthly permit payments; and

WHEREAS, the County desires to develop the Property as a large-scale container park on a more permanent basis, providing cost effective, flexible, and ecologically sensitive tenant space through the repurposing of shipping containers into business uses such as retail shops, entertainment, eating establishments, and community spaces, thus creating a commerce and entertainment hub; and

WHEREAS, container parks provide unique opportunities for small or start-up businesses, and can also include opportunities for not-for-profit entities, due to the low cost, customizable and flexible size, and variable configuration of such containers; and

WHEREAS, container parks have been developed throughout the United States, including, but not limited to, California, New York, Nevada, and Oklahoma, as well as in Florida such as in the City of Hollywood and in the City of Miami in Wynwood; and

WHEREAS, the Downtown Container Park in Las Vegas, which includes independent shops, local restaurants, outdoor entertainment, and interactive play areas for children, is an example of the successful economic opportunities that can be created by large-scale open air container parks; and

WHEREAS, a container park was likewise developed in Wynwood including individual outdoor food and beverage establishments, each operating from separate shipping containers, along with a courtyard that includes outdoor space in which the community can socialize and interact; and

WHEREAS, the creation of a business and entertainment container park in the Homestead area would enhance and expand economic activities, invigorate the area, create jobs, and assist in providing a stronger and more vibrant economy; and

WHEREAS, it is in the best interests of Miami-Dade County to promote economic growth, to create new jobs and to strengthen the County's economy; and

WHEREAS, the Developer has submitted an application to the County setting forth its plan and request to develop the Property as a large-scale container park; and

WHEREAS, in accordance with Implementing Order 8-4, the County circulated the Property to County departments determined that the Property could be declared surplus to the needs of the County; and

WHEREAS, in exchange for the right to purchase the Property, the Developer will be obligated to make certain economic investments in Miami-Dade County at the Property all as set forth in the Purchase and Sale Agreement attached hereto and incorporated herein as Attachment "1" ("PSA") and including the Declaration of Restrictions ("Declaration") attached thereto as Exhibit "B," which obligations shall run for fifteen years; and

WHEREAS, the Declaration is for a term of 15 years, commencing upon its recordation in the public records, and requires the Property to be maintained as a container park for the term, and provides that after a seven year period, no less than 12.2 acres of the Property are to be maintained as a container park, and the balance is to be used solely for economic development purposes complementary and ancillary to the container park including recreational, entertainment, and retail uses, and specifically excluding housing, strip clubs, funeral homes, and shooting ranges; and

WHEREAS, such investments and obligations include, among other terms and conditions, the following: (i) construction and operation of a container park including but not limited to no less than 47 shipping containers, soccer fields, a covered amphitheater, a farmer's market, and dining areas, all as set forth in the site plan attached as Exhibit "2" to the Declaration; (ii) infrastructure including but not limited to all infrastructure necessary for the connection to the County's sanitary sewer system, (iii) completion of construction within 36 months of the effective date; (iv) expenditure of a minimum of $12,500,000.00 to construct the improvements, to acquire and install the containers, and for all soft costs associated with such construction; and (v) creation within one year of completion of construction of 121 permanent full time jobs, and maintenance thereafter for the term of the Declaration, with an average annual salary of no less than the greater of $35,075.000 and the then-current living wage; (vi) five days a year of free use of the amphitheater space by not-for-profit entities; and (vii) reduced rent and capped rental increases from the base rent for certain users of the containers; and

WHEREAS, the Declaration provides, among other things, for milestones for the application of permits (18 months from the recordation of the Declaration) and for completion of construction (36 months from the recordation of the Declaration) and limits the use of the Property to the uses set forth herein, including the requirement of creation and maintenance of jobs; and

WHEREAS, the PSA and the Declaration allow the Developer to seek the investment it needs to develop the Project by obtaining equity investors so long as the Owners continue to retain at least 10 percent of the membership interest in Developer, the Owners continue to conduct the day to day operations and management of Developer, and no other members of Developer are permitted to make decisions for Developer; and

WHEREAS, pursuant to the terms of the Declaration, the Developer is further required to adhere to the provisions of the County's Small Business Programs, 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 subject properties to pay responsible wages in accordance with section 2-11.16 of the County Code; and

WHEREAS, pursuant to the terms of the Declaration, the County will verify the Developer's job creation obligations every five years, and if the Developer 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, the Declaration includes a reverter clause in the event that the Developer fails to comply with the terms of the Declaration, and the sole remedy of liquidated damages for failure to create and maintain the required jobs; and

WHEREAS, an appraisal was performed by two independent appraisers, each holding an MAI designation, in December 2021 and January 2022, estimating the market value of the Property, with an average of $13,994,178.00; and

WHEREAS, the sales price of $12,466,872.00 is based upon the market value set forth in the Property Appraiser's website; and

WHEREAS, to incentivize economic development, the PSA provides the Developer with a credit off the purchase price of the Property in the amount of the monthly charges which have been expended for occupancy pursuant to the existing permit agreement up to $177,333.00, conditioned upon closing; and

WHEREAS, the conveyance of the Property to Developer for less than the independent appraisers' value is expressly permitted by section 125.045, Florida Statutes, and the difference in market value between the independent appraisers and the Property Appraiser's website and granting of a credit in the amount of the monthly charges under the existing permit agreement is expressly approved as a subsidy in exchange for the Developer's agreement to pay laborers and employees in accordance with the wage rates set forth in the Declaration; and

WHEREAS, this Board may desire in the future, if the Project is developed expeditiously and results in significant economic benefits to the community, to provide the Developer with additional financial subsidies or grants, as expressly contemplated by section 125.045, Florida Statues or otherwise allowed by applicable law, to be used to expand or improve the Property to spur and generate additional economic development in South Dade; and

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

WHEREAS, the remaining proceeds received by the County from the sale of the Property are to be allocated to the Miami-Dade Economic Advocacy Trust to be used for economic development initiatives in Miami-Dade County and for community safety initiatives that will spur economic development; and

WHEREAS, the Property will be conveyed to the Developer by County Deed in substantially the form attached to the PSA as Exhibit "E," 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 building 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 Developer and the construction of the facilities thereon may encourage relocation of industries and small businesses to Miami-Dade County and assist in the revitalization of the Homestead area; and

WHEREAS, the County's administration prepared an Economic Impact Analysis for the Project which is attached hereto as Attachment "3" and it projects that, over the initial 9-year period, the Project will result in an average annual employment of 217 jobs per year and an increase to the County's gross domestic product averaging $18,500,000.00 per year; and

WHEREAS, accordingly, this 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, this Board desires to develop the Property as a large-scale container park by conveying the Property to the Developer pursuant to section 125.045, Florida Statues in order to accomplish such economic development on the Property; and

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

WHEREAS, the Developer has provided the administration with a disclosure of all persons and entities with an ownership interest in Homestead Town Center, LLC which disclosure is attached hereto as Attachment "2"; and

WHEREAS, the Department of Transportation and Public Works has previously identified the property adjacent to the Property, including the property immediately to the south as well as a portion of the subject folio number 30-7902-000-0040, which it seeks to utilize for the construction of a bus maintenance facility, and such property is not included in the conveyance to the Developer; and

WHEREAS, the Developer shall be responsible to the Internal Services Department, Small Business Development Division ("SBD") of the County for the cost of monitoring SBD goals during the construction phase of the Project in an amount not to exceed $220,000.00 per year; and

WHEREAS, the Department which will be monitoring compliance with the terms of this conveyance is the Miami-Dade County Internal Services Department; and

WHEREAS, in accordance with Implementing Order 8-4, the County Mayor has prepared a memorandum regarding this proposed transaction which is attached hereto as Attachment "4",

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

Section 1. The foregoing recitals, including the exhibits attached hereto, are incorporated in this resolution and are approved.

Section 2. This Board hereby: (a) declares the Property surplus; (b) finds that the Project will result in increased economic development activity in Miami-Dade County by attracting and fostering a new business enterprise; and (c) pursuant to section 125.045, Florida Statutes, approves an economic development conveyance of the Property to Developer for development of a large-scale container park to serve as a retail, commerce and entertainment hub, for the market value set forth in the Property Appraiser's website of $12,466,872.00.

Section 3. This Board approves the terms of the PSA and the Declaration in substantially the form attached hereto as Attachment "1," and authorizes the County Mayor or County Mayor's designee to: (a) execute the PSA and Declaration and exercise all rights set forth therein as well as the rights set forth in the County Deed, other than any rights reserved exclusively to the Board; (b) take all actions necessary to effectuate the conveyance, in accordance with the provisions herein, of the Property for the development of a container park; (c) review and approve any reasonable and customary terms and documentation of any financing lender which are not otherwise inconsistent with the terms of this authorizing resolution, the Deed, and the Declaration; (d) issue an estoppel letter stating the County is unaware of any defaults under the Declaration or County Deed, or if applicable, specifying any known defects; (e) execute documents necessary to release the restrictions in the Declaration after compliance therewith; and (f) exercise any reverter or other remedy provisions contained in the Deed and Declaration, including but not limited to any right of cancellation.

Section 4. 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 "E."

Section 5. This Board: (a) directs the County Mayor or Mayor's designee to deposit 25 percent of the sales proceeds from the sale of the Property into the Affordable Housing Trust Fund; (b) allocates the remaining proceeds received by the County from the sale of the Property to the Miami-Dade Economic Advocacy Trust to be used for economic development initiatives in Miami-Dade County and for community safety initiatives that will spur economic development; and (c) directs the County Mayor or Mayor's designee to appoint staff to monitor compliance with the terms of this this conveyance.

Section 6. This Board authorizes the reimbursement to the Developer of a credit off the purchase price of the Property in the amount of the monthly charges which have been expended for occupancy pursuant to the existing permit agreement up to $177,333.00, conditioned upon closing.

Section 7. Pursuant to Resolution No. R-974-09, this Board (a) directs the County Mayor or County Mayor's designee to record the Deed and Declaration 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 instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instruments together with the resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Kionne L. McGhee. It was offered by Commissioner **Kionne L. McGhee**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastein** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**absent**	Eileen Higgins	**absent**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**absent**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez
Debra Herman

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, **Homestead Town Center, LLC** (**"BUYER"**).

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

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 23.85 acres of real property, a portion of **Folio Number 30-7902-000-0040,** which is more particularly described in the sketch and legal description attached as **"Exhibit "A"** to this Contract (the **"Property"**) for the purpose of developing, constructing and operating an open-air entertainment venue to consist of retail, entertainment and recreation areas in accordance with the requirements of the Declaration of Restrictions attached hereto as **Exhibit "B"** of this Contract (the **"Declaration"**).

1. PURCHASE PRICE; DEPOSIT. BUYER agrees to pay a purchase price for the Property in the amount of Twelve Million, Four Hundred Sixty-Six thousand, eight hundred seventy-two Dollars ($12,466,872.00) (the **"Purchase Price"**) less rent payments previously paid by BUYER in connection with the Permit Agreement (**"Prior Payments"**); provided, however, that the reduction to the Purchase Price by the Prior Payments shall not exceed $177,333.33. The Purchase Price shall be paid by wire transfer to the County on the Closing Date (as such term in defined in subsection 6(a) below). On or before the date that is ten (10) days from the Effective Date, BUYER shall make a conditionally refundable deposit equal to Six Hundred Twenty-Three Thousand Three Hundred Forty-Three and 60/100 Dollars ($623,343.60) to the County to be placed in the Closing Escrow (as such term is defined in Section 6(c) below). The sums in the Closing Escrow shall be the **"Deposit"**. BUYER and SELLER acknowledge and agree that if BUYER fails to timely deliver the Deposit in full, then this Contract shall automatically terminate without the need for action or notice by either party to effectuate said termination.

2. 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 of County Commissioners of Miami-Dade County (the **"Board"**), provided, however, that such Board approval shall not be effective until the later of (such date to be referred to herein as **"Effective Date"**): (a) the lapse of ten (10) days following Board approval of this Contract without the Mayor's veto; or (b) in the event that the County Mayor vetoes the Board approval, the date the Board overrides the County Mayor's veto 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. Seller

reserves the right to terminate or suspend this Contract if an emergency arises, as reasonably determined by the County, whereby the Property is needed by the County for an emergency public purpose pursuant to Resolution No. R-64-16.

3. TITLE INSURANCE; DUE DILIGENCE PERIOD.

(a) 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. The cost and expense of the title insurance shall be borne and paid for by the BUYER. BUYER shall have ninety (90) 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 Contract shall be deemed terminated five (5) days following the mailing of such notice and the Deposit shall be returned to BUYER immediately following the termination of this Contract, except for $20,000.00 (the "**Escrow Holdback**"), which shall be held by the County 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 the Closing pursuant to 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 Contract shall be deemed terminated effective the date following the expiration of the Due Diligence Period, and the Deposit less the Escrow Holdback shall promptly be returned to BUYER by the County. The Escrow Holdback may be used by the County to cover any costs, expenses or damages suffered by the County or claims against the County as a result of BUYER's actions under this Contract, including but not limited to, restoring the Property to its condition prior to this Contract following any inspections or examinations thereof by the BUYER. Except as expressly set forth in this Contract and with respect to any matters that are expressly stated to survive this Contract, the parties shall have no further obligation or liability in connection herewith following the termination of this Contract under this section 3(a), and shall each bear their own costs, fees, and expenses, if any. This Section 3 survives the termination of this Contract and the Closing of this Contract.

(b) BUYER and SELLER acknowledge and agree that they are parties to that certain Permit Agreement, dated September 15, 2022, by and between BUYER AND SELLER (as the same may be amended, the "**Permit Agreement**"), which is attached hereto as **Exhibit "C"**. BUYER and SELLER acknowledge and agree that the term of the Permit Agreement shall expire on the date of Closing of the sale of the Property and that the Permit Agreement shall continue to operate pursuant to its terms and conditions until such date of Closing; provided, however, that in no event shall the term of the Permit Agreement extend beyond September 14, 2023 without the agreement and approval of the County Mayor or Mayor's designee, at their sole and absolute discretion, to renew it beyond said date for a time period not to exceed one additional year. In no event shall the terms herein be construed as an expansion or amendment to any of the terms and conditions set forth in the Permit Agreement.

4. INSPECTIONS/HAZARDOUS MATERIALS.

(a) Environmental Site Assessment. Within forty-five (45) days of the Effective Date, BUYER shall, at BUYER'S sole cost and expense, furnish to SELLER an environmental site assessment of the Property that meets the standards for a Phase I Environmental Site Assessment report acceptable to the Miami-Dade County Department of Regulatory and Economic Resources in order to determine the existence and extent, if any, of Hazardous Materials (as defined herein) or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. "**Hazardous Materials**" shall mean any hazardous or toxic substance, material or waste, and shall also include solid waste or debris of any kind or any other substance which is regulated by any environmental law. If the Phase I Environmental Site Assessment requires further investigation and/or testing then BUYER shall undertake, at Buyer's sole cost and expense, a Phase II Environmental Site Assessment report to confirm that the environmental condition is the same, or better, as that set forth in the Phase 1 Environmental Site Assessment report or to test for, specifically, contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the Code) and/or Chapter 62-780 Florida Administrative Code (FAC) or the presence of Hazardous Materials on the Property in violation of any environmental laws, ordinances, rules or restrictions of any governmental authority having jurisdiction over the Property. BUYER shall, within five (5) business days' of its receipt of any such Phase II Environmental Site Assessment, which may be after the Closing Date, provide a copy thereof to SELLER. All environmental site assessment reports shall be certified to the SELLER and the date of certification shall be as of the date in which work was performed or reviewed by the environmental professional. In the event that BUYER terminates this Contract in accordance with the provisions of Section 4 or otherwise in accordance with any of the terms hereof prior to the date upon which such assessment is due, BUYER shall no longer have an obligation to provide the site assessment called for in this Subsection 4(a).

(b) 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 actions by Buyer including but not limited to the 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(b) shall survive the termination of this Contract and the Closing of this Contract.

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

(d) Restoration. BUYER shall use its best efforts to minimize any impact upon or to the Property in carrying out its Due Diligence Work on the Property and agrees that any and all cost or expense associated with its Due Diligence Work on the Property shall be borne solely by BUYER. Upon completion of any such Due Diligence Work, BUYER shall restore the Property, including repairing any damage to the Property which occurred during and was the result of BUYER's work on or about the Property. The provisions of this Subsection 4(d) shall survive the termination of this Contract.

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

(f) Mechanic's Materialmen's and other Liens. BUYER hereby agrees that it shall not permit any mechanic's materialmen's and/or any other lien to exist or be placed upon the Property as a result of its Due Diligence Work or any other action undertaken by BUYER; it being provided, however, that BUYER shall have the right to contest the validity thereof for a period of up to thirty (30) days. BUYER shall immediately pay any judgment or decree rendered against it or the County in relationship with the Due Diligence Work, with all costs and charges, and shall cause any such lien to be released off record without cost to the County. The provisions of this Subsection 4(f) shall survive the termination of this Contract.

5. TENTATIVE PLAT AND PERMITTING.

The BUYER understands and agrees that the Property is not currently platted and BUYER is required to and BUYER shall properly subdivide and plat the Property following the date of the Closing at BUYER's sole cost and expense.

6. CLOSING, EXPENSES AND POSSESSION. This Contract shall be closed following approval by SELLER, through its Board, of this Contract, and Closing shall take place on the Closing Date (as defined below). SELLER will deliver possession of the Property to BUYER at Closing.

(a) **Time and Place.** The consummation of the sale of the Property by SELLER and the purchase by BUYER (the **"Closing"**) shall be on or before thirty (30) days after the date of delivery by BUYER to SELLER of the Notice to Proceed. The date, time, and place of Closing (the **"Closing Date"**) shall be agreed to by BUYER and SELLER and shall in no event be later than one-hundred and twenty (120) days from the Effective Date.

(b) **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 "E"** of this Contract (the **"Deed"**) to be fully executed by SELLER and BUYER and the Declaration to be fully executed by BUYER and SELLER; provided, however, that the Declaration to be executed and recorded shall include, as **Exhibit "1" to the Declaration** thereto, the approved survey of the Property prepared in accordance with Section 7 herein. The Declaration shall be recorded contemporaneously with the Deed, immediately following recordation of the Deed, with all such documents to be recorded by the SELLER at the expense of the BUYER.

(c) **Purchase Price.** At Closing, BUYER shall pay SELLER, by wire transfer, a sum equal to: the Purchase Price less the Deposit and less the Prior Rent Payments; provided, however, that the reduction to the Purchase Price by the Prior Payments shall not exceed $177,333.33.

(d) **Expenses.** BUYER and SELLER acknowledge and agree that BUYER shall be responsible for all closing costs associated with this transaction and the Property, including but not limited to appraisal costs, survey and plat costs, documentary stamp tax on the County Deed, surtaxes on the County Deed, recording fees for all documents to be recorded, abstract or title insurance fees, attorneys' fees and real estate brokerage fees, and all payments required under this Contract, and BUYER shall deposit such amounts in a closing escrow (**"Closing Escrow"**) with SELLER at least ten (10) business days before the Closing Date. BUYER agrees that it shall be responsible for all costs of compliance with the terms of the Deed and Declaration. The obligation to pay the costs and expenses set forth in this Subsection 6(c) of Section 6 shall survive the termination or Closing of this Contract.

7. SURVEY. No later than 30 days from the Effective Date, the BUYER at it sole cost and expense, shall provide the SELLER with a boundary survey of the Property prepared and certified by a professional land surveyor licensed by the State of Florida which provides legal descriptions and contains 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.

8. 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 2535-2544 attached as **"Exhibit "F"** (**"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 "G" ("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. This Section 8 shall survive the Closing of this Contract.

9. 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 Section 9 survives the Closing of this Contract.

10. 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 Section 10 expressly survives the termination of this Contract and the Closing of this Contract.

11. 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.

12. 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 Subsection 12(a) of the 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 (i) terminate this Contract and receive the return of the Deposit, (ii) waive the default and proceed to Closing, or (iii) enforce specific performance of SELLER's obligations under this Contract. This Section 12 shall survive the termination or Closing of this Contract.

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

14. ASSIGNMENT; CHANGE OF CONTROL. Prior to Closing: (A) Ahmand Johnson and Jossua Parini shall retain a Controlling Interest (as defined below) in BUYER unless otherwise approved in advance by the Board; and (B) BUYER shall not assign this Contract 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, however, that BUYER may assign this Contract, but only with the prior, written consent of the County Mayor or Mayor's designee which may be approved, conditioned or denied in their sole and absolute discretion, 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. Any such assignment hereunder whether agreed to by the Miami-Dade Board or by the County Mayor or County Mayor's designee if the assignment is to an Affiliated Entity shall not release BUYER or any successor from its obligations pursuant to this Contract. For purposes hereof, a "**Controlling Interest**" with respect to BUYER means (a) the ownership, directly or indirectly, of at least ten percent (10%), in the aggregate, of the membership interest in BUYER; *and* (b) the specific authority for such party, directly or indirectly, to conduct the day-to-day management of BUYER; *and* (c) the inability of other members of BUYER to make binding decisions for BUYER, including, but not limited to, any decisions that could limit or expand BUYER's obligations or performance thereof under this Contract; provided, however, the possession of a consent right over "major decisions" shall not be deemed to be authority to make binding decisions. The operating agreement for BUYER shall reference this Contract and require compliance with the same. Without limitation of the foregoing, in the event of any transfer of an ownership interest in BUYER greater than five percent (5%) at any time during the term of this Contract, BUYER shall, within thirty (30) days of the transfer, notify the County that the transfer has occurred. Notwithstanding any language to the contrary contained herein, BUYER shall be

prohibited from assigning its interest in this Contract, or from transferring any portion of its ownership interest, to any person that: (i) is on any list issued by a governmental entity or agency of individuals and/or entities engaged in terrorist activities, (ii) is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, as those terms are used and defined pursuant to Sections 215.473, and 215.4725, Florida Statutes; (iv) is convicted of a Public Entity Crime or has been placed in the Convicted Vendors List pursuant to Florida Statute 287.133 or Suspended Vendor List pursuant to Florida Statute 287.1351; or (v) is a Debarred Contractor under 10-38 of the Miami Dade County Code or a similar law, rule or regulation ("**Disqualified Person**"). Any request for the assignment of this Contract, or request for transfer of a Controlling Interest in BUYER, or notice of transfer of ownership interest in BUYER, required herein shall be accompanied by a notarized affidavit confirming that the assignee or transferee, as applicable, is not a Disqualified Person and setting forth the same information as to disclosure of interest as was required of BUYER prior to entering into this Contract.

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

16. 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 Section 16 survives the termination or Closing of this Contract.

17. 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 County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the BUYER or its employees, agents, servants, partners principals or subcontractors or, following the Closing of this Contract, the condition of the Property, including the presence of any Hazardous Materials. BUYER 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. BUYER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the BUYER 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 Section 17 survives the termination or Closing of this Contract.

18. 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.

19. 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.

20. SURVIVAL. The covenants of this Contract will survive delivery and recording of deed and possession of the Property for a period of fifteen (15) years from Closing.

21. ESCROW. SELLER and BUYER agree that the County shall hold all documents and funds in the Closing Escrow until Closing.

22. 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:	Homestead Town Center, LLC Attn: Ahmand Johnson, Esquire. Principal 7901 4th Street N, Suite 6205 St. Petersburg, FL 33702 Email: mailto:ahmand@homesteadtowncenter.com
As to SELLER:	Miami-Dade County Attn: Director Internal Services Department 111 NW 1st Street, 24th Floor Miami, FL 33128 E-mail:Alex.Munoz@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: Atty@miamidade.gov

23. CASUALTY/CONDEMNATION. If prior to Closing, all or any portion of the Property is damaged or destroyed by any casualty where the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed $100,000.00 or is the subject of a taking or condemnation under eminent domain law, then the BUYER shall have the right to terminate this Contract and upon such termination, the Deposit will be returned to BUYER and the parties will have no further liability or obligation hereunder.

24. ANTI-CORRUPTION. BUYER AND 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.

25. 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.

26. LIMITATION ON LIABILITY. Notwithstanding anything to the contrary in this Contract, neither SELLER nor 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.

27. 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.

28. ADDITIONAL TERMS.

(a) **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, SELLER has the right to retain the services of an Independent Private Sector Inspector General ("**IPSIG**"), whenever the County deems it appropriate to do so. Subject to all applicable laws, upon written notice from SELLER, BUYER shall make available to the IPSIG retained by the SELLER, all requested records and documentation pertaining to this Contract for inspection and reproduction. SELLER shall be responsible for the payment of these IPSIG services, and under no circumstance shall BUYER's prices and any changes thereto approved by SELLER, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to BUYER, its successors and assigns. Nothing contained in this provision shall impair any independent right of SELLER to conduct an audit or investigate the operations, activities and performance of BUYER in connection with, and as and when provided under, this Contract.

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

(i) According to Section 2-1076 of the Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall be assumed by the County, and BUYER shall have no liability therefore.

(ii) Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts, provided that neither the Miami-Dade County Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to BUYER. 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 BUYER. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Contract. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to BUYER, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities,

performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of BUYER, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract and to detect fraud and corruption.

(iii) Subject to all applicable laws and the terms and conditions herein, upon written notice to BUYER from the Inspector General or IPSIG retained by the Inspector General, BUYER shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to BUYER. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to BUYER, copy all such documents and records in the BUYER's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to BUYER.

(c) **Commission Auditor**. The Commission Auditor shall have the right to inspect and audit the books, records, financial statements and operations of BUYER all in accordance with Section 2-481 of the County Code and BUYER agrees to comply with same.

(d) **Representation and Warranties**. BUYER hereby represents and warrants to the SELLER that neither BUYER nor any of its manager, members or owners are a Disqualified Person.

[*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK*]

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

BUYER: **Homestead Town Center, LLC**
a Florida Limited Liability Company

Witness: Tish-ann Johnson _____(SEAL)

Witness Print Name: Tish-ann Johnson By: _____

Printed Name Ahmand A. Johnson

Witness: Marlon Francis _____ (SEAL)

Witness Print Name: _____

Attest: _____

Printed Name _____

CORP SEAL

STATE OF FLORIDA

COUNTY OF MIAMI DADE

I HEREBY CERTIFY, that on this 11th day of April, 2023, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Ahmand Johnson, [ ] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the Principal of Homestead Town Center LLC, an existing Limited Liability Company under the laws of the State of Florida, 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 11th day of April, 2023.

Gloria Donaire (SEAL)
Notary Public
Gloria Donaire
Print Name

NOTARY PUBLIC STATE OF FLORIDA
Gloria Donaire
Comm.: HH 153920
Expires: Jan. 10, 2024
Notary Public - State of Florida

NOTARY SEAL / STAMP

Notary Public, State of Florida
My Commission expires: Jan. 10 2024

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.

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION FOR
REMAINDER OF HOMESTEAD AIR RESERVE PARCEL "C"

Legal Description:

A portion of that piece, or parcel of land situated, lying, and being in the NE 1/4 of Section 2, Township 57 South, Range 39 East, Miami Dade County, Florida, being also known as Parcel "C" as recorded in Official Records Book 22889 at Page2535 of the Public Records of Miami Dade County, Florida more particularly described as follows:

Commence on the NE Corner of said Section 2; thence S89°16'33"W along the North line of the NE 1/4 of said Section 2, for 1125.67 feet; thence S00°43'27"E for 35.00 feet to the POINT OF BEGINNING; thence S00°07'30"E for 515.03 feet; thence N89°3110"E for 217.62 feet; thence S00°05'11"E for 559.57 feet; thence S00°00'00"E for 857.27 feett o a point on a line 50.00 feet westerly of as measure at right angles to and parallel with the East line of the said NE 1/4 of Section 2; thence N00°05'17"W for 1086.37 feet; thence S89°16'33"W for a distance of 1075.27 feet to the POINT OF BEGINING of the herein described parcel.

Containing 1,038,923 square feet, or 23.85 acres of land more or less.



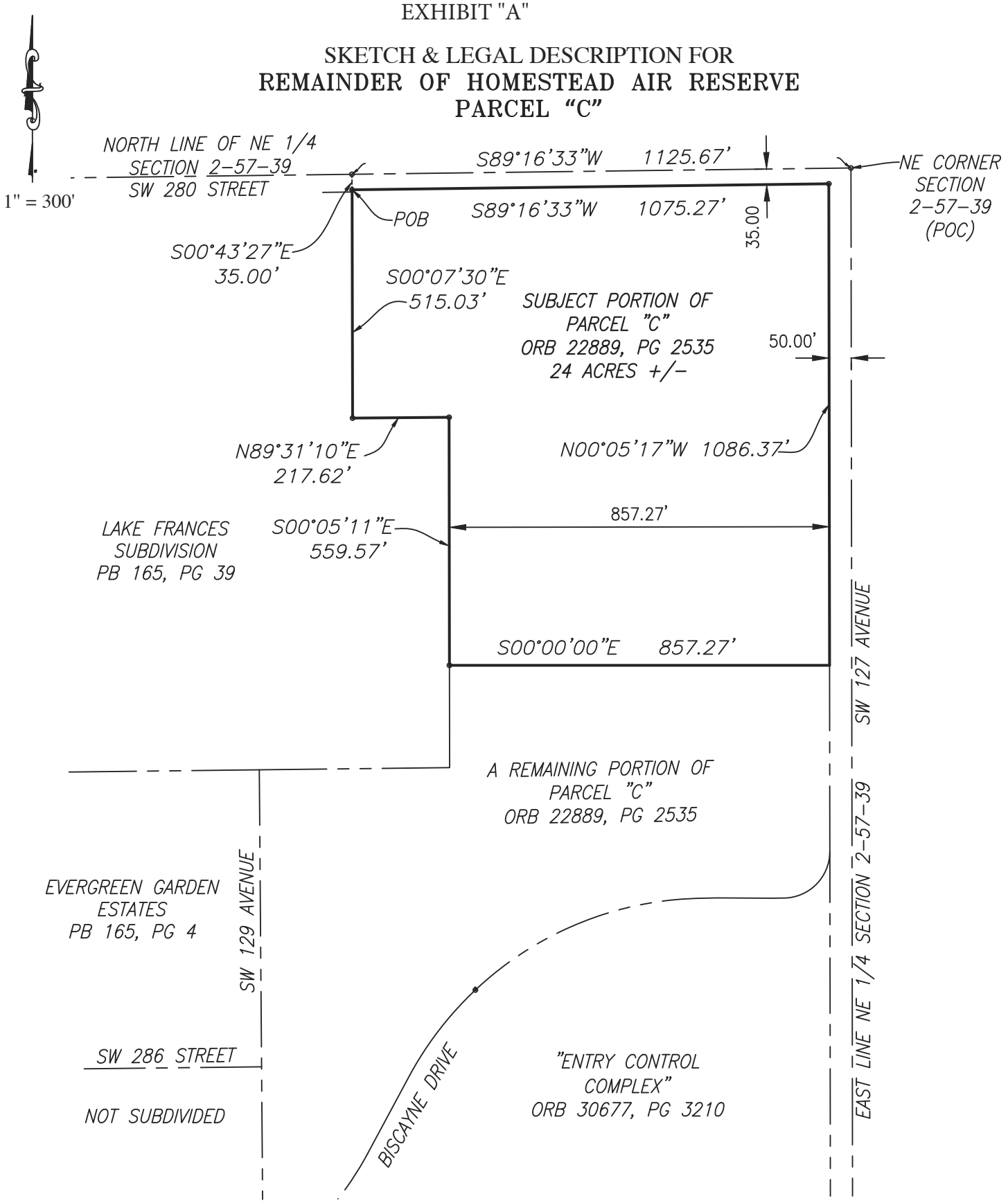
Luis F. Lacau Jr. PSM
Florida License #4643

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite #1610
Miami, Florida 33128 (305) 375-5774
Date: 03-21-2022

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

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION FOR
REMAINDER OF HOMESTEAD AIR RESERVE
PARCEL "C"



MDC031

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. Bearings are based upon a bearing of South 89°16' 33" West for the North line of the Northeast 1/4 of Section 2, Township 57 South, Range 39 East.
3. Parcels are subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.
4. "ORB" denotes Official Records Book, "PB" denotes Plat Book, both being of the Public Records of Miami-Dade County, Florida.
5. "PG" denotes "Page"; "POB" denotes "Point of Beginning"; "POC" denotes "Point of Commencement".

This instrument was prepared by:
The Office of Economic Development
Miami-Dade County
111 N.W. 1st Street, 21st Floor
Miami, Florida 33128

Portion of Folio Number: **30-7902-000-0040**
(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, Miami-Dade County (the "**County**") has approved the conveyance to Homestead Town Center, 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 "1"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Owner hereby acknowledges and agrees that this Declaration was a material inducement and part of the consideration for the County to convey the Property to Owner pursuant to that certain Sale and Purchase Agreement by and between County as "Seller" and Owner as "Buyer" (the "**PSA**"); 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 at least 121 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, and 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. Development and Permitted Use of the Property.

2.1 During the Term (as defined below) of this Declaration, the Property shall solely be used for the development, construction and operation of an open air entertainment venue to consist of areas established for retail, entertainment and recreation uses, comprised of no less than the following, and which shall be constructed in accordance with the Development Concept (as defined below) and as further set forth in this section (the "**Permitted Uses**"):

(a) forty-seven (47) repurposed shipping containers of varying sizes and configurations to be used for arts, culture, food and beverage service facilities, retail, breweries and wineries ("**Container Park**");
(b) four "Futsal"-sized soccer fields totaling no less than 33,000 square feet with sufficient seating for 50 people;
(c) four restroom structures containing twenty-eight (28) bathroom stalls and including hand washing facilities.
(d) a mini golf course;
(e) a covered amphitheater consisting of 2,700 square feet of stage and with sufficient seating for 300 people;
(f) dining area(s);
(g) a farmer's market;
(h) a dog park;
(i) an outdoor gymnasium and fitness stations;
(j) two (2) rubber surface play areas;
(k) twenty (20) cabanas to be used for venue seating;
(l) associated seating areas, shade features, pathways, lighting, infrastructure, and parking; and
(m) all infrastructure necessary to connect to and effectuate the actual connection to Miami-Dade County's sanitary sewer system if the Property is not currently connected

The foregoing items (a) through (m) shall collectively be referred to herein as the **"Required Improvements."** For the avoidance of doubt, the size and units specified above are minimum requirements which may be exceeded for each.

For purposes hereof, the term "**Term**" shall mean 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 fifteen (15) years from the Effective Date.

2.2 The Owner shall develop and maintain the Required Improvements in accordance with the overall initial site plan and renderings of the structures and facilities required to accommodate the Permitted Uses, attached hereto and incorporated herein as **"Exhibit 2"** (the **"Development Concept**"). The Owner shall design, develop and construct the Required Improvements in accordance and compliance with the County's Sustainable Building Program, Sea Level Rise legislation and other required resilience and sustainability practices as set forth in **Exhibit "3,"** including any amendment thereto.

2.3 The Owner shall develop and use the Required Improvements for the Permitted Uses to enhance and expand economic activity by attracting and retaining business enterprises for retail, entertainment, recreation, arts, and culture (the "**Project**"). During the Term, the Owner shall use the Property solely for the Permitted Uses, and subject to the provisions of Section 2.4 below, for the Ancillary Permitted Uses (as defined below), and for no other use.

2.4 At any time after the date that is four (4) years from the date of Substantial Completion (as defined below) of the Required Improvements in accordance with the Development Concept and provided that the Owner: (i) has achieved the Opening Requirements (defined in Section 3.5 herein); (ii) maintains an average occupancy of the containers in the Container Park of at least eighty percent (80%) for no less than three years after achieving the Opening Requirements, (iii) has expended at least four hundred thousand ($400,000.00) toward the Training Program obligation set forth in Section 3.7(g) below, and (iv) is not otherwise in default of any of the terms and conditions of this Declaration, the Owner may modify the initial Development Concept to construct or erect additional improvements on the Property subject to the Owner's compliance with the provisions set forth in this Section 2.4(a)-(c) at all times during the Term. Owner shall provide the County reasonable documentation substantiating the Owner's compliance with sections 2.4(ii) and 2.4(iii) herein upon request by the County. Upon the written request of Owner and upon demonstrable evidence provided by Owner that it has used commercially reasonable efforts to satisfy sections 2.4(i) and 2.4(ii) herein, the County Mayor or Mayor's designee may, in its sole and absolute discretion, waive or reduce the requirements of sections 2.4(i) and 2.4(ii) in exchange for Owner's written commitment to the County to undertake certain additional and reasonable community benefits at the Property determined by the County Mayor or Mayor's designee.

(a) No less than 12.2 acres of the Property continue to be used and maintained as a Container Park (including spaces and infrastructure required to support a Container Park, such as open dining and socializing areas, restrooms for the Container Park and roads and parking infrastructure for the Container Park); and

(b) The balance of the Property is used for any of the following uses that are ancillary to and consistent with the container park and consistent with the development, construction and operation of an open-air entertainment venue including areas established for retail, entertainment and recreation uses, provided that same are legally viable and do not violate any other restriction or covenant (collectively referred to herein as the **"Ancillary Permitted Uses"):**

(i) retail;
(ii) sports and fitness;
(iii) food and beverage;
(iv) live performances;
(v) art and culture;
(vi) greenspace;
(vii) temporary pop-ups;
(viii) entertainment venues;
(ix) amusement centers and parks; and
(x) breweries and wineries.

(c) No part of the Property is used as an adult/strip club, for residential purposes or housing, as a shooting range, and/or as a funeral home.

Nothing in this Declaration shall be construed to limit Owner's ability prior to the expiration of the Term to petition the County for a modification of this Declaration in accordance with Section 9 of this Declaration, including, but not limited to, changing or expanding the Permitted Uses, which shall only be approved in the sole discretion of the Board and, with respect to residential purposes and housing, shall also require the binding approval of the United States of America pursuant to the Federal Contracts.

2.5 The Owner understands and agrees that the Property is not currently platted and Owner is required to and Owner shall properly subdivide and plat the Property at Owner's sole cost and expense. The Owner shall submit all required applications, and supporting documentation, to the planning and zoning department, of the appropriate jurisdiction, to have the Property legally separated from the remaining portion of the real property that was conveyed to the Owner. The Owner shall ensure that the Property shall be subdivided and have its own distinct parcel number or parcel identifier number (also known as a folio number). Owner hereby agrees to hold the County harmless from and against all cost, expense, loss, liability, action, claim, lawsuit, or otherwise, as such is or maybe associated with any application by Owner to subdivide the Property from the remaining real property. This provision survives the termination or expiration of this Declaration.

3. Economic Development Requirements.

3.1 On or before the date that is eighteen (18) months from the Effective Date (the "**Commencement Deadline**"), Owner shall: (a) obtain all development approvals and building permits needed for construction of the Required Improvements and submit the same to the County; and (b) shall commence construction of such Required Improvements and thereafter diligently pursue the construction of the Required Improvements until completion thereof. For purposes of this Declaration, "commence construction" shall mean the later of: (i) the filing of the notice of commencement under Florida Statutes, Section 713.13; and (ii) the visible start of construction work on the Required Improvements, including on-site utility, excavation or soil stabilization work (but specifically excluding any necessary testing, environmental remediation or ceremonial groundbreaking). In order to meet the definition of "commence construction" the filing of the notice of commencement and visible start of work must occur after Owner has secured the necessary building permits for the work and issued the notice to proceed to its prime contractor for the horizontal improvements.

3.2 On or before the date that is thirty-six (36) months of the Effective Date ("**Completion Deadline**"), Owner shall substantially complete the Required Improvements in accordance with the Development Concept (the "**Completion Requirement**"), as evidenced by: (i) a temporary certificate of occupancy or a certificate of occupancy or its equivalent (jointly referred to as a "**Completion Certificate**"), and (ii) the provision of all equipment and furnishings necessary to operate the Property for the Permitted Uses, which together with the receipt of the Completion Certificate shall be defined as "**Substantial Completion.**"

3.3 The Owner shall invest and expend or cause to be invested and expended, within thirty (30) days of the Completion Deadline, no less than Twelve Million Five Hundred Thousand and

No/100 U.S. Dollars ($12,500,000.00) (the "**Investment Commitment**") to construct the Required 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 fifteen percent (15%) or One Million Eight Hundred Seventy-Five Thousand and No/100 U.S. Dollars ($1,875,000.00) which is actually and demonstrably spent by Owner for soft costs associated with and necessary for the construction of the Required Improvements shall be counted towards the Investment Commitment.

3.4 For the purposes of verifying Owner's expenditure of the Investment Commitment, within one hundred eighty (180) days of the Completion Deadline, the Owner shall submit to the Internal Services Department ("**Department**"), (i) a certified audit of the monies expended in the design and construction of the Required Improvements and for the acquisition and installation of equipment on the Property prepared by an independent certified public accounting firm, which certified public accounting firm is approved in advance by the Department which approval shall not be unreasonably withheld, conditioned or delayed; and (ii) any documents reasonably requested by the County to verify the Investment Commitment, which may include but is not limited to copies of construction contracts, architect/engineer contracts, and contracts for purchase of equipment. Should the audit reveal that less than the Investment Commitment has been spent and invested in the Property by Owner, then the Owner shall immediately pay to the County as liquidated damages twenty percent (20%) of the difference by which the Investment Commitment exceeds the audited amount.

3.5. The Project must be open to the public and commence operations no later than six (6) months after the Completion Deadline as evidenced by no less than ninety percent (90%) occupancy and operation of all of the containers in the Container Park and the full functioning, operations and use by the public of the Required Improvements which must remain open and available for use and rental by the public during, at a minimum, the same operating hours maintained by the Miami-Dade Parks, Recreation and Open Spaces Department for lighted parks, and in operation for no less than 260 days per year (the "**Opening Requirements**"). No later than the Completion Deadline, Owner shall provide the County a written business plan detailing the specific marketing and other efforts to be taken by Owner to cause the occupancy of the Project at the level required by the Opening Requirements ("**Business Plan**"). In the event that Owner fails to timely cause the commencement of operations of the Project in accordance with the Opening Requirements, and the County provides Owner with written notice of such failure, Owner shall, within five business days of such notice, provide County with evidence of all commercially reasonable efforts conducted by Owner to comply with the Business Plan as required by the Opening Requirements as well as an updated Business Plan detailing how Owner will cause the occupancy of the Project at the level required by the Opening Requirements within three (3) months thereof. Such updated Business Plan shall: (a) include, at a minimum, reductions in the rental to be charged and additional outreach and marketing efforts; and (b) be subject to review and approval by the County Mayor or designee in his or her reasonable discretion. Owner's failure to cause the Project to commence operations in accordance with the Opening Requirements shall not be a default hereunder unless Owner fails: (x) to provide County with a written Business Plan acceptable to the County (or updated Business Plan acceptable to the County, as applicable) in accordance with this Section 3.5; (y) to provide the County with a corrected Business Plan

acceptable to the County, acting reasonably, which addresses all of the County's objections, comments or concerns within ten days of the County's rejection of the Business Plan or updated Business Plan (which rejection shall be accompanied by reasonably detailed comments setting forth the reasons for the County's rejection); or (z) to utilize its commercially reasonable efforts to comply with the County-approved Business Plan. In addition, there shall be an extension of the Term commensurate with any and each extension of time beyond six (6) months after the Completion Deadline that Owner fails to achieve the Opening Requirements. Nothing in this Section shall be construed as modifying or superseding the requirements set forth in Section 2.4 herein.

3.6. On or before the date that is one (1) year following the date of Substantial Completion, Owner shall create, or shall cause to be created, a minimum of one hundred twenty-one (121) 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 (a) $35,075 and (b) 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**") and provide evidence to the County of the same using Exhibit "4", Job Certificate and Exhibit 4-A (provided, however, for the avoidance of doubt, the sole remedy for Owner's failure to meet the Job Requirement shall be LDs in accordance with Section 12 of this Declaration) 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 Sections 8 and 12.2 herein. 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 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 Required 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 an individual employed directly by Owner, its affiliates, or contractors, or by any tenants on the Property (i) which individual is assigned to fulfill a majority of his/her job functions at the Property; and (ii) which individual elects to take temporary unpaid leave, temporary time off, or is on short-term or long-term disability, provided such individual otherwise meets the definition of a full-time of full-time equivalent employee under this Declaration and the County receives evidence reasonably satisfactory to the County to evidence such continued employment.

3.7 Small Business Programs.

(a) Owner agrees that it shall require all consultants, architects, and design professionals undertaking professional architectural and engineering services for the Property and for the Required 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.

(b) 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.

(c) 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.

(d) Owner agrees that it shall be responsible to pay the SBD for any costs of monitoring SBD goals during the construction of the Required Improvements. Owner shall pay, within thirty (30) days of any invoice sent by SBD to Owner, such annual costs not to exceed $220,000.00 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.

(e) Owner shall require all contractors and construction managers undertaking construction work on the Property to pay responsible wages all in accordance with Section 2-11.16 of the Code of Miami-Dade County, Florida.

(f) Owner shall require that all construction contracts valued in excess of $1,000,000.00 include the requirements of the Miami-Dade County Residents First Training and Employment Program, which includes requirements that all persons employed by the such construction contractor to perform construction shall have completed the OSHA 10 Hour safety training course established by the Occupational Safety and Health Administration of the United States Department of Labor, and that the Project Contractors and Subcontractors make their best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all construction Labor hours performed by Miami-Dade County residents, all in accordance with Section 2-11.17 of the Code of Miami-Dade County, Florida and Implementing Order 3-61.

(g) Owner shall develop a job training program and curriculum for the purpose of training individuals for the permanent jobs that will be required for the operation of the Project (the "**Training Program**"). The Training Program shall take place at a physical location within Miami-Dade County and south of SW 152nd Street (the "**Area**"). Owner shall submit the training curriculum and plan for the Training Program to CareerSource South Florida at least ninety (90) days prior to Substantial Completion of the Project, for CareerSource South Florida's evaluation and comment, acting reasonably. Owner shall modify the Training Program to incorporate all

feedback and comments from CareerSource South Florida and commence such Training Program at least thirty (30) days prior to opening of the Project. Owner shall use best efforts to provide preference for enrollment into such Training Program to persons residing within the Area that desire to participate in same, and shall use reasonable, good faith efforts to hire (and to cause its tenants to hire) participants in its Training Program for the permanent jobs required for the Project. Owner shall expend at least $1,500,000.00 on the development and implementation of the Training Program prior to the expiration of the Term and shall provide the County with a report within ninety (90) days after the end of the first calendar year following Substantial Completion and annually thereafter for the duration of the Term. Such report shall indicate Owner's annual and total expenditures on the Training Program, the number of participants in the Training Program, and the number of permanent jobs at the Project filled by participants in the Training Program. Owner shall provide the County reasonable documentation of all such expenditures upon request by the County.

3.8 All construction and site development plans (inclusive of drainage) and dewatering plans for the Property for the Required 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.

3.9 Owner shall require that all business entities operating on the Property shall be subject to, and shall abide by, all applicable Federal, State and local laws in addition to the terms and conditions of this Declaration and Owner shall ensure that all such entities obtain and retain all required and necessary licenses, certifications, permits, and/or any other government authorizations necessary to operate.

3.10 During the Term, Owner shall allow community-based organizations, schools, and other not-for-profit entities to rent and use the amphitheater and other recreational and cultural facilities and improvements during five (5) days every calendar year at no cost. Each free use of the amphitheater and other recreational and cultural facilities and Improvements shall be provided by Owner following the written request thereof by the Commissioner of the County Commission district in which the Property resides at least 30 days prior to the requested use thereof.

3.11 Except for the containers in the Container Park that are to be used for bars or restaurants, Owner shall set rents for all others of the containers in the Container Park at an amount that is no more than eighty percent (80%) of the fair market rental value as such fair market value is determined as of the date of Substantial Completion of the Required Improvements and which shall be increased by the lesser of the consumer price index or three percent (3%) every year

thereafter during the term of this Declaration. The fair market value shall be established by a broker's opinion of value, prepared by the Florida-licensed real estate broker, of the prevailing market rate for comparable container rentals in Miami-Dade County, as evidenced by no less than five (5) rental rates (excluding the rate for rentals at the Project) as confirmed and agreed to by the County Mayor or County Mayor's designee in his or her reasonable discretion, and if the County Mayor or Mayor's designee does not agree to the sufficiency and/or applicability of the information provided, then the fair market value shall be established by an appraisal performed by an M.A.I. appraiser selected by the County from its list of M.A.I. Appraisers with the appraisal fee to be paid by Owner.

Such requirements in this Section 3 shall collectively be referred to as "**Economic Development Requirements.**"

4. Required Consultation; Compliance and Costs of Compliance.

4.1 Prior to commencing any construction work on the Property, and as early as 30% plans are available, Owner shall submit for review its development plans including, but not limited to, signed and sealed architectural and engineering construction drawings for the Property to the United States Department of the Air Force, Air Force Reserve Command ("**USAF**") (located at Homestead Air Reserve Base), in order to allow USAF to determine if the proposed construction, if undertaken in accordance with the submitted development plans, will have a potential, adverse impact to the USAF's national defense mission, including but not limited to, flight operations, Explosive Ordinance Disposal (EOD) operations, or Operational Security (OPSEC). The plans must, at minimum, include the location and height of each improvement, the proposed use of each and any component which could potentially impair visibility for aircraft to include special lighting or solar panels. Owner agrees to work collaboratively with the USAF to address USAF's concerns and, if USAF's concerns arise from a violation of a Federal Aviation Administration ("**FAA**") Determination of Hazard, or a failure to adhere to any rule, regulation, policy of the Federal Government, or if determined to be incompatible as determined by a USAF Mission Impact Analysis. Owner shall make all revisions to its development plans necessary to remove those potential impacts to USAF's national defense mission, including but not limited to, flight operations, EOD or OPSEC. The obligations and restrictions contained in this Section 4 expressly survive the expiration of the Term and shall exist in perpetuity on the Property.

4.2 Owner shall provide proof to the County on an annual basis that the property taxes have been satisfied.

4.3 Owner shall provide quarterly notarized status reports to the County Mayor or County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each required contractual obligation.

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

4.5 Owner understands and acknowledges that the Property is subject to the Indenture recorded in the official records of Miami-Dade County at Official Records Book 22889, Page 2535-2544, 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 (collectively referred to as the **"Federal Contracts"**) attached as **"Exhibit "G"** to the PSA, and Owner shall comply with all terms, conditions and requirements contained therein.

5. Intentionally Omitted.

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

7. 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.

8. County Inspection and Audit Rights. Owner shall have the obligation to retain and make available to the County and its representatives, following reasonable 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 reasonable 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 Required 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.

9. **Covenant Running with the Land**. This Declaration shall constitute a covenant running with the land on the Property, shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon Owner and its subsidiaries, successors and assigns for the Term of this Declaration, unless this Declaration is modified, amended or released by mutual agreement of the County and the Owner or the then-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.

10. **Enforcement**. The County is the beneficiary of these covenants and restrictions and as such, 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 2535-2544, may enforce these covenants and restrictions by an action in law or equity including, without limitation, by 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. No third party beneficiaries are intended to be created by the provisions contained in this Declaration.

11. **Assignment, Change of Control, Lease or Subsequent Conveyance**. Prior to the first Reporting Date (as defined below): (A) Ahmand Johnson and Jossua Parini shall retain a Controlling Interest (as defined below) in Owner unless otherwise approved in advance by the Board; and (B) Owner shall not assign, lease, or convey the Property to any person or entity whatsoever without the prior written consent of the County, as evidenced by a resolution of the Board, which shall be considered, approved or denied in the sole and absolute discretion of the Board; provided however that Owner may assign or convey the Property with the prior written consent of the County Mayor or Mayor's designee which shall be considered, approved or denied in his/her sole and absolute discretion, to: (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 proposed assignment or conveyance is in fact to an Affiliated Entity. For purposes hereof, a "**Controlling Interest**" with respect to Owner means (a) the ownership, directly or indirectly, of at least ten percent (10%), in the aggregate, of the membership interest in Owner; *and* (b) the specific authority for such party, directly or indirectly, to conduct the day-to-day management of Owner; *and* (c) the inability of other members of Owner to make binding decisions for Owner, including, but not limited to, any decisions that could limit or expand Owner's

obligations or performance thereof under this Declaration; provided, however, the possession of a consent right over "major decisions" shall not be deemed to be authority to make binding decisions. The operating agreement for Owner shall reference this Declaration and require compliance with the same. Without limitation of the foregoing, in the event of any transfer of an ownership interest in Owner greater than five percent (5%) at any time during the term of this Declaration, Owner shall, within thirty (30) days of the transfer, notify the County that the transfer has occurred. Notwithstanding anything to the contrary contained herein, the foregoing restriction on assignment, lease or conveyance shall not apply to: (a) an assignment, conveyance or other transfer in connection with any loan encumbering the Property, including without limitation a collateral assignment, deed of trust, mortgage, other security instrument, foreclosure, deed in lieu of foreclosure or other security instruments or assignments required by Owner's lender, or, (b) sale, lease or other conveyance by any entity acquiring the Property pursuant to a foreclosure sale or deed in lieu of foreclosure. Notwithstanding any language to the contrary contained herein, Owner shall be prohibited from assigning its interest in the Property, or from transferring any portion of its ownership interest, to any person that: (i) is on any list issued by a governmental entity or agency of individuals and/or entities engaged in terrorist activities, (ii) is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, as those terms are used and defined pursuant to Sections 215.473, and 215.4725, Florida Statutes; (iv) is convicted of a Public Entity Crime or has been placed in the Convicted Vendors List pursuant to Florida Statute 287.133 or Suspended Vendor List pursuant to Florida Statute 287.1351; or (v) is a Debarred Contractor under 10-38 of the Miami Dade County Code or a similar law, rule or regulation ("**Disqualified Person**"). Any request for the assignment of the Property or request for transfer of a Controlling Interest in Owner, or notice of transfer of ownership interest in Owner required herein shall be accompanied by a notarized affidavit confirming that the assignee or transferee, as applicable, is not a Disqualified Person. The restrictions in this paragraph are referenced herein as the "**Transfer Restriction**." Any third party mortgages, financing, refinancing, lien or encumbrance created by or on behalf of Owner or otherwise created after the Effective Date on the Property shall be subordinate and inferior to the interest of the County and this Declaration, and all proceeds received from any mortgage or loan that encumbers the Property shall be (i) invested into the acquisition, development, maintenance and repair of the Project, (ii) used to refinance existing debt and/or equity related to the acquisition, development, maintenance and repair of the Project, and/or (iii) used to fund customary loan closing costs and fees. Notwithstanding anything contained herein to the contrary and provided that Owner has otherwise complied with and met, in all material respects, all other requirements and obligations of this Declaration, the foregoing restrictions on the proceeds of Owner's financing shall terminate and become null and void upon the first Reporting Date.

12. Liquidated Damages for Job Deficiencies.

12.1 It is acknowledged that there will be significant economic development and benefits that will accrue to the County and its residents from the development and operation of the Property for the Permitted Uses and Ancillary Permitted Uses. It is further acknowledged that: (a) a material inducement for the agreement to offset payments under the Permit Agreement from the Purchase Price and to use the Property Appraiser's valuation for the Purchase Price is the Owner's

satisfaction of the Economic Development job creation requirements in subsection 3.6 of this Declaration; and (b) should Owner fail to comply with the Economic Development Requirements pertaining to job creation as set forth in subsection 3.6 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 subsection 3.6 of this Declaration, the Owner shall be required to pay, as liquidated damages ("**LDs**"), and not as a penalty, equal to the applicable amount(s) set forth in Section 12.4 below.

12.2 **Reporting Requirement**. 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 "4"** ("**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. On the dates that are five (5) years from the date of Substantial Completion, ten (10) years from the date of Substantial Completion, and fifteen (15) years from the date of Substantial Completion (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 this subsection 12.2, 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.

12.3 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 then-current 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 80 jobs with a salary of $26,000 (80 x $26,000 = $2,080,000.00) and 10 jobs with a salary of $36,000 (10 x $36,000 = $360,000) and the Job Salary Amount as of that date is $32,000, then the Average Jobs Number is 76.25 [($2,080,000.00 + $360,000.00 = $2,440,000.00) / $32,000 = 76.25]. In this example, the Job Requirement has not

been met because the Average Jobs Number at or above the Jobs Salary Amount is less than the Job Amount of 121 and there shall be a "**Job Shortage Number**" (as such term is defined below) of 44.75. The Average Jobs Number shall always be rounded down to the nearest whole number. Under this example, the Job Requirement of 121 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 the LDs will be payable as provided in subsection 12.4 below. "**Job Shortage Number**" means (i) the Job Amount minus (ii) the Average Jobs Number.

12.4 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 the LDs, the amount equal to the following which shall then each be multiplied by five (to account for each year during the five-year period preceding the applicable Reporting Date) (i) $6,400.00 multiplied by the Job Shortage Number, if the deficiency occurs on the first (1st) Reporting Date, (ii) $8,000.00 multiplied by the Job Shortage Number if the deficiency on the tenth second (2nd) Reporting Date, and (iii) $9,600.00 multiplied by the Job Shortage Number if the deficiency occurs on the third (3rd) 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 76 and the then current Job Salary Amount is $32,000, as under the example above, the Job Shortage Number will be (i) 121, minus (ii) 76. In this example, the LDs payable would be $6,400.00 multiplied by 44 jobs, which is $288,000.00 and then multiplied by five for each of the deficient years for a total amount of LDs payable to the County of $1,440,000.00. If Owner fails to meet the requirements of Section 3.6 of this Declaration, then then Owner or its successor or assign shall pay to the County as the LDs the amount equal to $6,400.00 multiplied by the number of jobs below the Job Amount that do not meet the Job Requirement.

12.5 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.

12.6 Survivability. Notwithstanding and prevailing over anything contained in this Declaration to the contrary, this Section 12 shall survive: (a) the expiration of the Term; and (b) shall instead expire only upon the satisfaction of the requirements for all three Reporting Dates and the payments of all LDs, if any, due hereunder.

13. Remedies for Other Breaches.

13.1 In the event that Owner violates or fails to comply with the Transfer Restriction, the County shall provide thirty (30) days written notice to Owner or any approved successor or assignee of such breach in order to provide the opportunity to cure the breach of the Transfer Restriction ("**Grace Period**"). If after expiration of the Grace Period, Owner or its approved successor or assignee has not remedied said breach of the Transfer Restriction, then, at the option of the County and following ten (10) days' written notice, the Property shall immediately revert to the County free and clear, without encumbrances, along with any and all improvements thereon, without liability, cost or expense to the County (the "**Transfer Reversion Right**"**).** 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 once the Project has operated for five (5) years. 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) notwithstanding anything herein to the contrary, in the event of a breach of the Job Requirement, the County's sole remedy shall be to recover LDs in accordance with Section 12 of this Declaration.

13.2 In the event that Owner, for whatever reason, fails to achieve Substantial Completion for the Required Improvements by the Completion Deadline, the Owner shall be in default and in material breach of this Declaration. The County may provide written notice to the Owner of said default and breach and an opportunity to cure the breach and achieve Substantial Completion for the Required Improvements within a two (2) month period of time following the County's notice ("**Additional Completion Period**"). If after expiration of the Additional Completion Period, Owner has not achieved Substantial Completion for the Required Improvements, as determined in the County's reasonable discretion, at the option of the County (i) upon written notice by certified mail, the Property legally described in Exhibit "1" attached hereto and made a part hereof shall immediately revert to the County free and clear, without encumbrances, along with any and all improvements thereon, without cost or expense to the County (the "**Improvement Reversion Right**"). The reverter shall immediately become effective upon the date the written notice from the County to Owner is received by Owner (the "**Effective Reverter Date**"). The County shall have the right to immediate possession on the Effective Reverter Date and may file a Notice of Reverter. In the event the County exercises the reverter, upon written request, Owner shall immediately provide the County with a deed of conveyance of the Property back to the County. However, failure to provide such deed of conveyance shall not impact the County's reverter, which becomes effective on the Effective Reverter Date.

13.3 If any other term of this Declaration is not complied with, Owner shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If Owner fails to remedy such default within sixty (60) days, title to the subject Property shall revert to the County, at the option of the County, upon written notice of such failure to remedy the default. In the event of such reverter, Owner shall

immediately deed such Property back to the County, and the County shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Owner. The County retains such reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Declaration. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the Property, Owner agrees that any defenses based upon the County's delay or failure to exercise the right of reverter are hereby waived.

13.4 In addition to the remedies set forth in this Section 13, in the event of breach of the Transfer Reversion Right, failure to timely achieve the Completion Deadline, or breach of any of the other terms or conditions in this Declaration, the County may, following a notice of default and applicable cure period (which, in the absence of a specified cure period shall be 30 days), and if Owner or its successor or assignee has not remedied the default, pursue any remedy that the County may have at law or in equity, including specifically, seeking injunctive and declaratory relief, provided that (i) no reversion right shall apply except as expressly permitted in this Declaration, and (ii) notwithstanding anything herein to the contrary, in the event of a breach of the Job Requirement or Additional Job Requirement, as applicable, the County's sole remedy shall be to recover LDs in accordance with Section 12 of this Declaration.

13.5 **Rights of Mortgagee**. Notwithstanding anything in this Declaration to the contrary, in the event that an unrelated third party ("**Mortgagee**") has recorded a mortgage lien on the Property ("**Mortgage**") to secure a loan to finance the development of the Property and a copy of such Mortgage has been furnished to the County at least 10 days prior to recordation, the provisions of this Section shall apply. No Owner default shall cause the Property to revert back to the County unless the County has first provided Mortgagee with at least 45 days' prior written notice of the nature of the outstanding defaults and County's intent to exercise its reversionary right free and clear of the Mortgage. If, prior to the expiration of the 45-day notice period, Mortgagee notifies the County that Mortgagee intends to commence proceedings to foreclose its Mortgage and thereafter commences such proceedings within thirty (30) days of giving such notice (subject to delays caused by Force Majeure), the Property shall not revert back to the County. The provisions of this Section for the benefit of Mortgagee shall cease to be effective if Mortgagee voluntarily ceases to diligently pursue any foreclosure action in a timely manner, as determined in the reasonable discretion of the County Mayor or County Mayor's designee, but in no event shall any foreclosure action exceed a period of one (1) year (subject to delays caused by Force Majeure), at which time the County may exercise its reversionary right. Upon completion of any foreclosure action, the County will not unreasonably withhold consent to the transfer of the Property by Mortgagee, or its affiliate, to a successor owner with qualifications to complete the Project in accordance with the Development Concept and to comply with all other requirements of this Declaration.

14. **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 Required 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 Required 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 Commencement Deadline, the Completion Deadline and 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, freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative, national or local emergencies, epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood, or any court orders, injunctions, temporary restraining orders, or other legal decisions materially affecting, limiting, restricting or prohibiting the development of the Required Improvements, or operations thereof. In order for this Force Majeure to apply: (i) the Force Majeure event must be unavoidable, unforeseeable, and not occurring as a result of an act or omission or the Owner; and (ii) the Owner, within fifteen (15) days after it reasonably determines an event that constitutes a Force Majeure event has occurred, has given written notice to the County of such event and specifically including (a) the causes thereof, (b) the measures the Owner intends to take to mitigate the delay, and (c) the anticipated, reasonable time extension necessary to perform. The 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 and each extension of time for Force Majeure.

Notwithstanding the foregoing, in no event shall a Force Majeure extension exceed a period of one (1) year, unless further extended, upon approval by the County Mayor or County Mayor's designee, which approval shall be granted in their discretion, acting reasonably for a time period not to exceed an additional one (1) year.

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

18. Limitation of Liability. Notwithstanding anything to the contrary in this Declaration, neither Owner 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:

Homestead Town Center, LLC
Attn: Ahmand Johnson, Esquire. Principal
7901 4th Street N

Suite 6205
St. Petersburg, FL 33702
Email: ahmand@homesteadtowncenter.com

to the County at:

Miami-Dade County
Internal Services Department
Attn: Director
111 NW 1st Street, 24th Floor
Miami, FL 33128
Email: Alex.Munoz@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: Atty@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, shall not, and are not, subordinated to any other person or entity, including but not limited to the mortgage documents.

[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 _____, 20__, and they intend to be legally bound hereby to all of the terms and conditions of this Declaration.

Tish-ann Johnson
Witness/Attest:

Marlon Francis
Witness/Attest:

Homestead Town Center, LLC
a Florida Limited Liability Company

By: _____

Name: Ahmand R. Johnson

Title: Principal

Date: 4/11/23

STATE OF FLORIDA
COUNTY OF MIAMI DADE

I HEREBY CERTIFY, that on this 11th day of April, 2023, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Ahmand R. Johnson, [ ] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the Principal of Homestead Town Center, LLC, an existing Limited Liability Company under the laws of the State of Florida, 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 11th day of April, 2023.

_____ (SEAL)
Notary Public

Gloria Donaire
Comm.: HH 153920
Expires: Jan. 10, 2024
Notary Public - State of Florida

Gloria Donaire
Print Name

NOTARY SEAL / STAMP

Notary Public, State of Florida
My Commission expires: Jan. 10 2024

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

By:_____

Name:_____

Title:_____

Date:_____

ATTEST:

_____, CLERK

By:_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____

Name:_____

Title: Assistant County Attorney

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION FOR
REMAINDER OF HOMESTEAD AIR RESERVE PARCEL "C"

Legal Description:

A portion of that piece, or parcel of land situated, lying, and being in the NE 1/4 of Section 2, Township 57 South, Range 39 East, Miami Dade County, Florida, being also known as Parcel "C" as recorded in Official Records Book 22889 at Page2535 of the Public Records of Miami Dade County, Florida more particularly described as follows:

Commence on the NE Corner of said Section 2; thence S89°16'33"W along the North line of the NE 1/4 of said Section 2, for 1125.67 feet; thence S00°43'27"E for 35.00 feet to the POINT OF BEGINNING; thence S00°07'30"E for 515.03 feet; thence N89°3110"E for 217.62 feet; thence S00°05'11"E for 559.57 feet; thence S00°00'00"E for 857.27 feett o a point on a line 50.00 feet westerly of as measure at right angles to and parallel with the East line of the said NE 1/4 of Section 2; thence N00°05'17"W for 1086.37 feet; thence S89°16'33"W for a distance of 1075.27 feet to the POINT OF BEGINING of the herein described parcel.

Containing 1,038,923 square feet, or 23.85 acres of land more or less.

Luis F. Lacau Jr. PSM
Florida License #4643

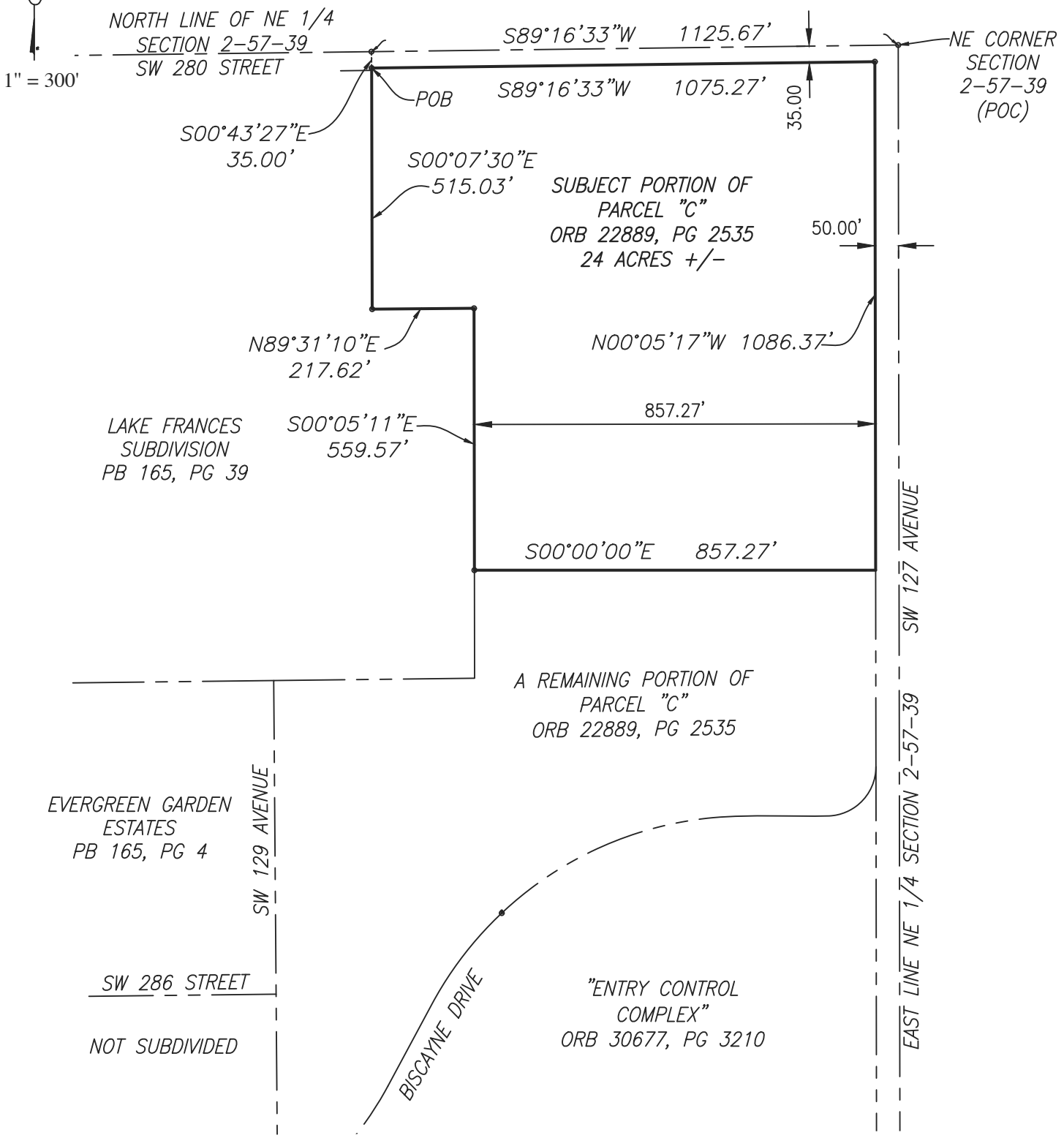
MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite #1610
Miami, Florida 33128 (305) 375-5774
Date: 03-21-2022

MDC055

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

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION FOR
REMAINDER OF HOMESTEAD AIR RESERVE
PARCEL "C"



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. Bearings are based upon a bearing of South 89°16' 33" West for the North line of the Northeast 1/4 of Section 2, Township 57 South, Range 39 East.
3. Parcels are subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.
4. "ORB" denotes Official Records Book, "PB" denotes Plat Book, both being of the Public Records of Miami-Dade County, Florida.
5. "PG" denotes "Page"; "POB" denotes "Point of Beginning"; "POC" denotes "Point of Commencement".

MDC056

EXHIBIT "2", DEVELOPMENT CONCEPT

CONTAINER TENANT ASSIGNMENT

UNIT #	DIMENSIONS	TYPE	USE
1	20' x 8' x 9'-6"	DOUBLE DOOR	SHAKES
2	40' x 8' x 9'-6"	STANDARD	SIGNAGE
3	40' x 8' x 9'-6"	STANDARD	BAR
4	40' x 8' x 9'-6"	STANDARD	FOOD
5	40' x 8' x 9'-6"	STANDARD	SIGNAGE
6	20' x 8' x 9'-6"	DOUBLE DOOR	CIGAR LOUNGE
7	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
8	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
9	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
10	20' x 8' x 9'-6"	DOUBLE DOOR	BAKERY
11	20' x 8' x 9'-6"	OPEN SIDE	FOOD
12	20' x 8' x 9'-6"	OPEN SIDE	BAR
13	20' x 8' x 9'-6"	OPEN SIDE	FOOD
14	20' x 8' x 9'-6"	OPEN SIDE	BAR
15	20' x 8' x 9'-6"	STANDARD	SIGNAGE
16	40' x 8' x 9'-6"	OPEN SIDE	FOOD
17	20' x 8' x 9'-6"	STANDARD	SIGNAGE
18	20' x 8' x 9'-6"	OPEN SIDE	FOOD
19	20' x 8' x 9'-6"	DOUBLE DOOR	COFFEE
20	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
21	30' x 8' x 9'-6"	MODULE 1	RESTAURANT
22	30' x 8' x 9'-6"	MODULE 2	RESTAURANT
23	40' x 8' x 9'-6"	UNMODIFIED	BAR
24	20' x 8' x 9'-6"	UNMODIFIED	RETAIL
25	20' x 8' x 9'-6"	UNMODIFIED	RETAIL
26	20' x 8' x 9'-6"	UNMODIFIED	RETAIL
27	40' x 8' x 9'-6"		
28	20' x 8' x 9'-6"		
29	30' x 8' x 9'-6"		
30	20' x 8' x 9'-6"		
31	20' x 8' x 9'-6"		
32	20' x 8' x 9'-6"		
33	20' x 8' x 9'-6"		
34	20' x 8' x 9'-6"		
35	20' x 8' x 9'-6"		
36	20' x 8' x 9'-6"		
37	20' x 8' x 9'-6"		
38	20' x 8' x 9'-6"		
39	20' x 8' x 9'-6"		
40	40' x 8' x 9'-6"		
41	20' x 8' x 9'-6"		
42	40' x 8' x 9'-6"		
43	20' x 8' x 9'-6"		
44	40' x 8' x 9'-6"		
45	20' x 8' x 9'-6"		
46	20' x 8' x 9'-6"		
47	20' x 8' x 9'-6"		

LEGEND

- SOD
- DENSE VEGETATION
- WOOD DECK
- CONCRETE, SALT FINISH
- WET POUR RUBBER SURFACING
- EXISTING TREE TO REMAIN

MATERIAL FINISHES



WOOD DECK



CONCRETE, SALT FINISH

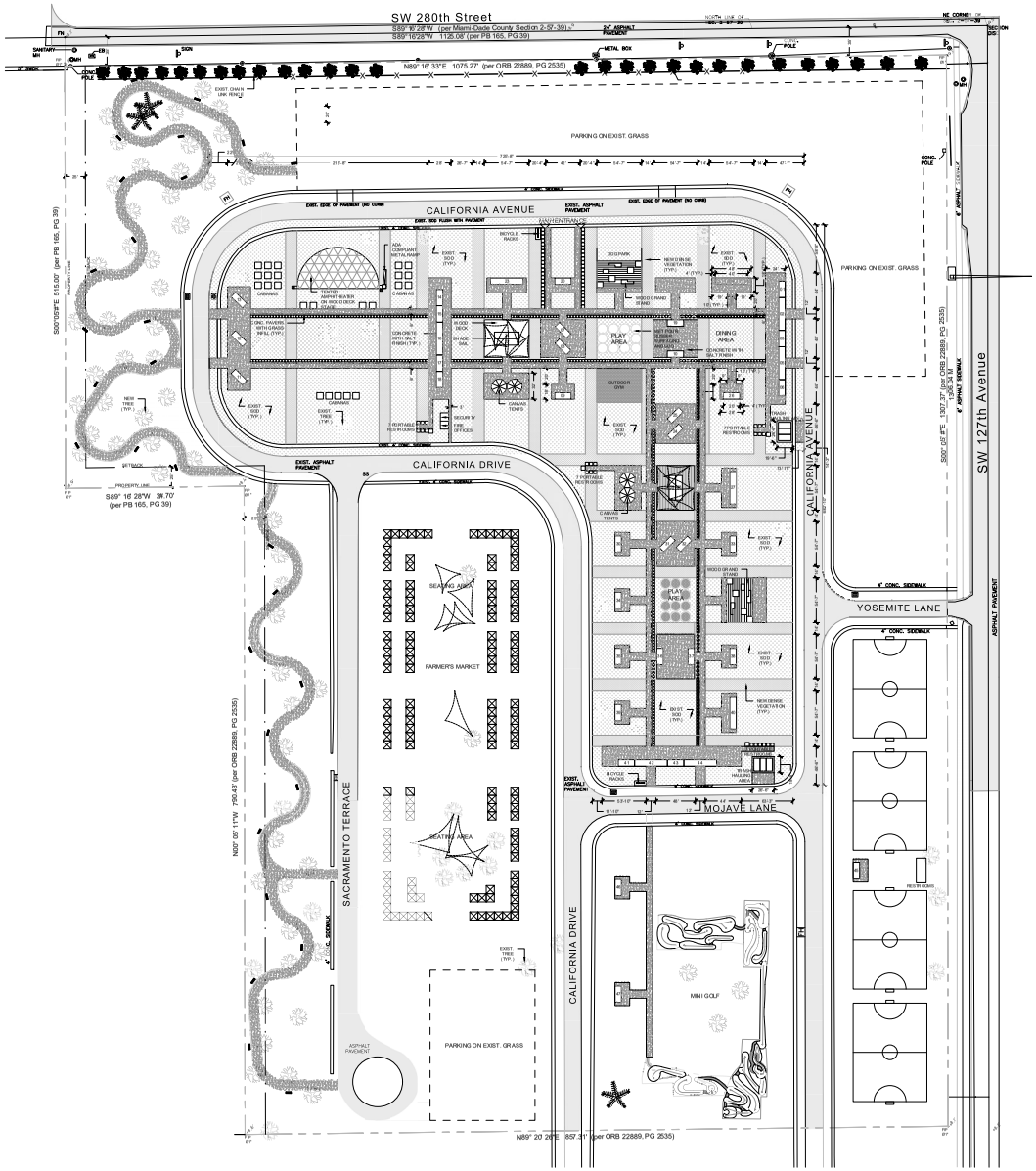


CONCRETE PAVERS WITH GRASS INFILL



WET POUR RUBBER SURFACING

NOTE: Photos of materials are for reference only, final product may vary.



SITE PLAN
SCALE: 1" = 70'

NOT FOR CONSTRUCTION

CLIENT
HOMESTEAD TOWN CENTER, LLC
7901 4TH ST. N STE. 6205
ST. PETERSBURG, FL 33702

ARCHITECT
BA Berenblum Busch Architects
2136 NW 87H AVE
SUITE 221
MIAMI, FL 33127
305 200 5251
BBMIAMI.COM

SIGNATURE / SEAL

GUSTAVO F. BERENBLUM
ARCHITECT
FL. LIC. NO. 0017

MDC057

HOMESTEAD TOWN CENTER
12700 SW 280 STREET, MIAMI, FL 33033

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NO.	REVISION	DATE	BY

Submittal:
TEMPORARY EVENT PERMIT

Scale:	Date:
1" = 40'	11/11/2022
BBA - Job No.	
22 05 02	

CAD File Name:

Drawn by:	Checked by:
AL	GB | GB

Sheet title:
PRELIMINARY SITE PLAN

Sheet no.
A-100

SUSTAINABLE BUILDING PROGRAM, SEA LEVEL RISE, AND OTHER REQUIRED RESILIENCE AND SUSTAINABILITY PRACTICES

Project Location: Unincorporated Miami-Dade County (UMSA)
Project Summary: This project entails HTC developing and operating a leisure and tourism facility, including entertainment, food and beverage, and cultural establishments initially constructed from shipping containers (the "Container Park").

The requirements listed below apply to the project as summarized above. If the project scope, conditions and terms change and new evaluation of requirements must be completed.

Note: In addition to the requirements identified below, if Targeted Jobs Incentive Fund Program (TJIF) funding is utilized for the project then the appropriate program requirements must be followed as identified in County Ordinance 05-91.

Sustainable Buildings Program
The Sustainable Buildings Program (SBP) was created by the Sustainable Buildings Program Ordinance (07-65) on May 8, 2007. Sections 9-71 through 9-75 of the Code, together with Implementing Order 8-8 (IO 8-8), constitute the "Sustainable Buildings Program (SBP)." The primary methods for complying with the SBP are the LEED standard for projects involving building and the Envision standard (per R-617-17) for projects involving infrastructure or a mix of vertical and horizontal components. Additional detailed guidance is provided in Implementing Order 8-8.

In accordance with the SBP, the owner of this project shall pursue and fully achieve the Envision Silver designation before or at the time of completion of project construction, depending on the certification pathway utilized. Compliance shall be determined by completing the formal certification processes and obtaining the third-party certification, as well as providing evidence of this certification to the County's Office of Resilience within one year of project completion . In addition to this third-party certification, the owner shall comply with fully implementing all applicable design requirements identified in Section VII of Implementing Order 8-8, also known as the "Prescriptive Path." Evidence of Prescriptive Path compliance must also be submitted to the Office of Resilience. This includes but is not limited to scopes of work, drawings, renderings, photographs, and any other materials needed to fully verify the inclusion of these elements in the design and operation of the project to satisfy the intent and direction of the Prescriptive Path elements.

Sea Level Rise
In compliance with Resolution No. R-451-14 and Ordinance No. 14-79, all County infrastructure projects that come before the Board of County Commissioners must consider sea level rise in their planning, design, and construction. The Resolution states that, "all County infrastructure projects, ... shall consider sea level rise projections and potential impacts as best estimated at the time of the project, using the regionally consistent unified sea level rise projections, during all project phases including but not limited to planning, design, and construction, **in order to ensure that infrastructure projects will function properly for fifty (50) years** or the design life of the project, whichever is greater." In addition:

- The existing requirements in the building code do not account for sea level rise, therefore it is necessary to add an additional safety factor to account for rising water levels. Above and beyond existing code requirements County projects are required to account for sea level rise risks expected over the 50-year horizon or the design life of the

project, whichever is longer. Designers will need to consider sea level rise projected through at least 2072.

- The 2019 Southeast Florida Regional Unified Sea Level Rise Projection used by the County for planning projects that sea levels will be between 21 and 40 inches higher than mean sea level in 2000.[2] To calculate the exact sea level rise expected over the 50-year planning horizon for this project the design team may use a calculation tool such as the US Army Corps of Engineers Sea Level Change Curve Calculator.[3] Additional information on the elevations, sea level rise, and other pertinent information can be found on the County's Vulnerability Viewer.[4]
- By 2060 sea levels are expected to be approximately two feet higher than 1992 levels. These changes are affecting groundwater levels, storm surge flooding patterns, and canal levels. Both direct and indirect impacts of sea level rise should be considered in the project's building and site design.

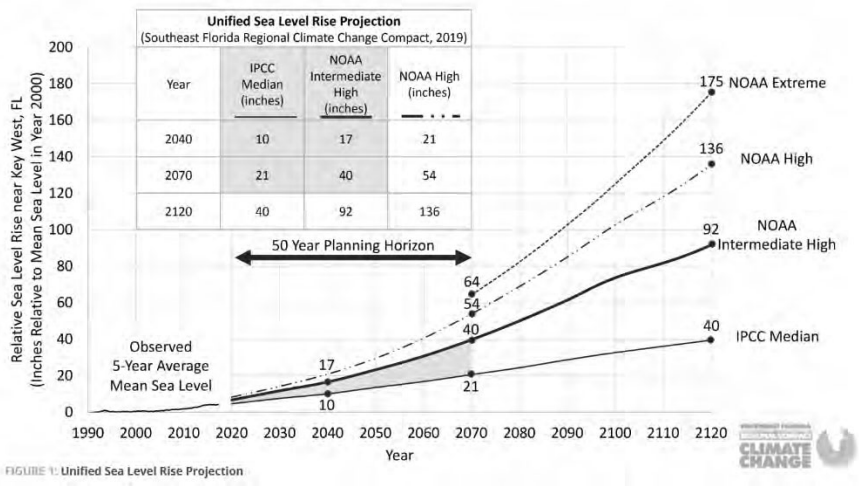


Figure 1: Unified Sea Level Rise Projections (2019) used by the County for all planning purposes

- Additionally, per the requirements mentioned above, a statement about how sea level rise has been considered in the project must be included in the agenda items related to this project that go before the Board of County Commissioners.

Additional green building requirements the owner must comply with include:

- **Cool Roofs (Resolution R-1103-10 and Resolution R-54-18):** All County-owned or -operated facilities, or subject to the SBP, as well as public and affordable housing projects, must comply with the "cool roof" requirement. For these qualifying projects, all new construction, roofing maintenance, and re-roofing work where the surface material is being replaced must utilize highly reflective and emissive materials that remain significantly cooler than traditional materials. "Cool roof" materials must meet the standards for solar reflectance and thermal emittance as determined by the Cool Roof Rating Council (CRRC-1) Product Rating Program and shall be labeled and certified by the manufacturer.
- **Electric Vehicle (EV) Charging Stations (Ordinance 19-17):** This project is located in Unincorporated Miami-Dade County Service Area (UMSA). Therefore, the owner must include parking or parking facilities with charging infrastructure for electric vehicles (EV's) and EV-

ready parking spaces. The ordinance outlines the requirements the project must comply with related to the provisioning of EV infrastructure.

Total Number of Required Off-Street Parking Spaces	Minimum Required Off-Street EVSE-Ready Spaces (Prior to January 1, 2022)*	Minimum Required Off-Street EVSE-Ready Spaces (On or after January 1, 2022)*
Up to 9 spaces	0	0
10 or more	10 percent of the required parking spaces, but in no event less than 1 EVSE-Ready Space.	20 percent of the required parking spaces, but in no event less than 1 EVSE-Ready Space.
* In the event of a fraction, the number shall be rounded up.		

In addition, Per **Resolution No. R-1101-15** and recommendations in the associated report titled "*Plan to Install Electric Vehicle Charging Stations to Serve the General Public*," new parking structures and surface lots shall have a 2% minimum number of parking spaces to be EV installed, meaning a EV charging must be installed.

- **Landscape Requirements:** Given that the proposed use is more commercial than industrial in nature and that tree canopy is essential to creating a microclimate agreeable for outdoor use, this project must comply with the minimum landscaping requirements for commercial land use under Chapter 18A and 18B in Miami-Dade County Code of Ordinances.

[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 “4-A” 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 12, which state that a total of 121 new jobs must first be created and certified on or before the date that is one (1) year following the date of Substantial Completion. Jobs must be certified on the 5th, 10th and 15th years from the date of Substantial Completion for each year up to and including the Reporting Date.

The 121 jobs requirement will be satisfied once at least 226,512 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 $_____

PERMIT AGREEMENT

THIS PERMIT AGREEMENT (hereinafter "Agreement") made on this 14th day of September 2022, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and Homestead Town Center, LLC, a for-profit limited liability company, registered to do business in the State of Florida, hereinafter referred to as the "**Permittee**."

WITNESSETH:

WHEREAS, the County owns a parcel of land located at the southwest corner of S.W. 280 Street and S.W. 127 Avenue, Miami, Florida 33039 (a portion of Folio No.: 30-7902-000-0040), as shown in a sketch and legal description of the property, marked as Exhibit A, which is attached hereto and incorporated herein by this reference, and hereinafter referred to as the "**Premises**"; and

WHEREAS, the Permittee has expressed a desire to utilize the Premises, for a period of approximately six (6) months, including the time needed to prepare the Premises for the Permitted Use (as defined below), and to restore the Premises after such use.

NOW THEREFORE, for and in consideration of the restrictions and agreements herein contained, the County hereby issues this Agreement to the Permittee for the use of the Premises, as described in this Agreement, and for no other purpose whatsoever, and incorporates the foregoing recitals as if fully stated herein.

TO HAVE AND TO HOLD unto said Permittee commencing on the date first written above and automatically terminating approximately six (6) months thereafter, on March 31, 2023, for the fee of Thirty-five Thousand ($35,000.00) Dollars, per month, plus sales tax, unless otherwise described in this Agreement. The fee for the use of the Premises shall be paid by the Permittee, without any billing, demand or setoff, to the County, by mailing such fee, on or before the first (1st) day of every month, to the Internal Services Department, Miami-Dade County, 111 N.W. First Street, Suite 2460, Miami Florida, 33128. Should the payment of the fee occur after the fifth (5th) day of any month, the Permittee shall incur a late fee, as describe below in Article XXIII. Further, the Permittee shall submit a security deposit in the amount of Ten Thousand ($10,000.00) Dollars at the time of execution of this Agreement. Said security deposit shall be deposited by the County into an account owned by the County, which security deposit can be co-mingled with other funds of the County. The security deposit shall be returned to the Permittee at the termination of this Agreement, without any interest, provided, however, that the Permittee is not in default of any of the covenants and/or conditions of this Agreement and the Premises is surrendered to the County in good condition, as specified in this Agreement.

The County and the Permittee further hereby acknowledge and agree that the Permittee shall be required to secure and maintain, at its sole cost and expense, certain permit(s), certificates, and licenses to operate its intended business on the Premises. And in this regard, the Permittee anticipates securing a short-term event building permit, soon after the execution of this Agreement, which the Permittee expects will allow the Permittee to operate its business on the Premises for a period of forty-five (45) days. Upon the expiration of such short-term event building permit, the Permittee shall be required to cease operations of its business on the Premises, unless and until it secures an extension of such short-term event building permit, if possible, or alternatively secures a different permit(s) authorizing the

Permittee to operate its business on the Premises. Upon the expiration of the short-term event building permit, the fee for this Agreement shall automatically be reduced to the amount of Three Thousand Five Hundred ($3,500.00) Dollars per month, plus sales tax, and shall remain at such amount until the date that the Permittee secures an extension or a subsequent permit(s) authorizing the Permittee to operate its business on the Premises (noticeably, the fee returns to the amount of Thirty-five Thousand ($35,000.00) Dollars per month on the date that an extension or new permit is secured, not the date that the Permittee resumes operating its business on the Premises).

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

ARTICLE I
USE OF PREMISES

The Premises shall be used by the Permittee exclusively as a container park and entertainment venue, to invite licensed and/or properly permitted businesses to operate, by being physically located in containers, defined as new or previously used intermodal cargo shipping containers, which, most commonly, are constructed of metal or corrugated steel, or similarly situated in temporary structures (no permanent structures are permitted), all as depicted in the site plan, which is marked as Exhibit B, and is attached hereto and incorporated herein by this reference ("**Permitted Use**"). The Permittee hereby acknowledges and agrees that the Permitted Use is subject to any and all zoning codes and regulations, including, but not limited to, the Miami-Dade County IU-1 zoning district. The businesses that are expected to operate in the containers are, for example, clothing stores, coffee shops, art galleries, florist shops, gift stores, jewelry stores, pottery shops, fresh produce markets, ice cream stores, restaurants, and bars. The entertainment venue is expected to include an indoor live entertainment stage, as well as pop-up booths and parks. The Permittee hereby agrees that all business entities operating on the Premises shall be subject to, and restricted by, the terms and conditions of this Agreement. The Permittee shall be permitted to utilize the Premises as a container park and entertainment venue, so long as the Permittee first secures, at its sole cost and expense, any and all necessary licenses, certifications, permits, and/or any other government authorizations necessary to operate, and also first secures all insurance policies, as stated below in this Agreement.

The Permittee shall be permitted to operate every day of the week, from 9:00 am to 9:00 pm, Sundays through Thursdays, and until 11:00 pm on both Fridays and Saturdays, subject to the restrictions set forth herein. The Permittee shall keep any and all noise to a reasonable level, and shall not utilize any device that is directed at the adjacent neighborhood and/or can reasonably be deemed to be a nuisance to the residents in such neighborhood, as determined in the County's sole discretion. In this regard, should residents complain about any noise or sound emanating from any venue on or about the Premises and/or should any police officer or other law enforcement personnel consider or otherwise determine that such noise or sound is unreasonably loud, excessive, unnecessary, bothersome or problematic, then in addition to any penalty that the Permittee may be subject to at law, the Permittee shall be required to immediately lower the volume of such noise and/or sound. Should any police officer or other law enforcement officer return to the Premises or otherwise contact the Permittee and/or the County regarding the level of any noise or sound emanating from any venue on or about the Premises more than twice in a one (1) week (i.e. seven (7) day) period, then in addition to any penalty that the Permittee may be subject to at law, the Permittee shall immediately provide written notice of same to the

Director of the Internal Services Department. Notwithstanding the foregoing, and taking precedence over same, in the event that the County Mayor or County Mayor's designee determines, in his/her sole discretion, that the noise level is unreasonable, the County Mayor or County Mayor's designee may, unilaterally, impose additional restrictions limiting the hours of usage, and/or the level of noise and/or sound, that may occur on or about the Premises.

The use of the Premises shall be in accordance with any and all applicable building code requirements, health and safety standards and restrictions.

The Permittee shall contact the Base Commander and/or Community Representative of the nearby Homestead Air Reserve Base to discuss any and all plans related to the Permitted Use of the Premises, in an effort to determine if any of the plans for the Permitted Use are in conflict with the operations of the Homestead Air Reserve Base. The Permittee hereby agrees that any plans for the Permitted Use of the Premises that are determined to be in conflict with the operations of the Homestead Air Reserve Base, shall be prohibited by this Agreement.

ARTICLE II
CONDITION OF SPACE

The parties hereby acknowledge and agree that the Permittee shall use and accept the Premises in its "As-Is" "Where-is" condition, with any and all faults. The County shall not be obligated to construct or install anything on or about the Premises, or otherwise improve the Premises. Further, the County makes no representation or warranties, expressed or implied, as to the condition of the Premises, including, but not limited to, if it is fit for any particular purpose.

The Permittee hereby accepts the Premises in the condition it is in at the beginning of this Agreement, with any and all faults, including having the knowledge and understanding that toxic environmental concerns may be on or about the Premises, and it shall be the Permittee's sole obligation to undertake any and all studies, investigations, testing and/or evaluations to ascertain whether or not the Premises actually contains any environmental issue, and if so, to what extent, if any, will the environmental issue need to be remediated, or otherwise cleaned-up, in order to operate the Permitted Use on the Premises. Further, the Permittee hereby agrees to provide a copy of any and all environmental testing results to the County, within fourteen (14) calendar days of the Permittee's receipt of such testing results.

The Permittee hereby acknowledges and agrees that during the term of this Agreement the Permittee will obtain and maintain any and all necessary permits, certificates, licenses and approvals and that all uses of the Premises will be in conformance with all applicable laws, including all applicable zoning and environmental regulations.

The Permittee hereby acknowledges and agrees that if, at any time during the term of this Agreement, any of the licenses, certificates and/or other governmental approvals are withdrawn, terminated, suspended, or cancelled, the Permittee shall immediately (on the same day), stop the operation of its business on the Premises. Further, the Permittee agrees that it has the obligation to ensure that each of the businesses that operate on the Premises secures and maintains any and all licenses, certifications, and/or permits for operating a business on the Premises, and should any of the

businesses operating on the Premises lose or have suspended any of their licenses, certifications and/or permits, the Permittee shall immediately (on the same day) stop such business from operating on the Premises.

The Permittee hereby acknowledges and agrees that the use of the Premises by the Permittee will be during hurricane season, and as a result, the Permittee will be responsible for undertaking any and all precautions related to hurricane preparedness, as well as for the protection and safety of the Permittee's employees, vendors, contractors, invited businesses, and any and all guests and/or customers. Should a hurricane, or other casualty occur, the Permittee shall be solely responsible for any and all clean-up and/or repairs relating to the Premises.

The Permittee also acknowledges and agrees that during the term of this Agreement the Premises shall not be utilized for any type of residential or housing use.

Any and all charges, taxes, or assessments levied against the Premises, as a result of the Permittee's actions and/or activities on or about the Premises, shall be paid by the Permittee within fourteen (14) calendar days, and failure to do so will constitute a breach of this Agreement.

This Article survives the expiration or termination of this Agreement.

ARTICLE III
UTILITIES

The Permittee shall be solely responsible for any and all utilities on and about the Premises, including, but not limited to the installation of any and all utility lines, light poles, and connections to existing utility lines, which may or may not be located on the Premises. The Permittee is solely responsible for any and all cost pertaining to utility installation, connection charges, maintenance, and ongoing usage, including, but not limited to the initial security deposits with and for any and all utility companies or agencies.

The Permittee hereby agrees that upon the termination of this Agreement, the Permittee shall remove any and all utility lines, light poles and/or utility connections that the Permittee installed, or caused to be installed, on or about the Premises, at the Permittee's sole cost and expense, in order to return the Premises, and the area surrounding the Premises, to the condition that it was in at the start of this Agreement.

This Article survives the termination or expiration of this Agreement.

ARTICLE IV
MAINTENANCE AND REPAIR

The Permittee agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement or any extension or renewal thereof, the entire Premises, including, but not limited to, maintaining any and all landscaping, hedges, tree trimming, sidewalks, walkways, pathways, roadways, as well as any concrete, paved and/or graveled surfaces.

The Permittee shall be responsible for and shall repair any damage caused to the Premises for any reason, other than the damage caused solely by the gross negligence of County. Further, the Permittee shall immediately notify the County after discovering any damage which the Permittee or the County is responsible for repairing and/or maintaining, and the Permittee shall make any and all necessary repairs promptly (and no more than fourteen (14) calendar days) after said notice.

The Permittee shall keep the Premises clean and free of any insects, pests and/or vermin, and shall regularly dispose of any and all trash, garbage and/or rubbish in the appropriate receptacles, which shall be secured and maintained by the Permittee, and shall have such receptacles regularly emptied or removed, at the Permittee's sole cost and expense.

The Permittee shall immediately notify the County in the event of any toxic spill or other environmental concern impacts the Premises, whether or not the Permittee is responsible for remediating the hazardous condition or environmental condition. And, to the extent that the Permittee caused, failed to prevent, or is otherwise responsible for remediating the environmental concern or hazardous condition, the Permittee shall promptly (and no more than fourteen (14) calendar days) do so, unless the County deems that a sooner clean-up of the Premises is required in its sole discretion.

This Article survives the termination or expiration of this Agreement.

ARTICLE V
IMPROVEMENTS TO THE PREMISES

The Permittee shall prepare and utilize the Premises in accordance with the Permitted Use. However, should the Permittee desire or be required to make any infrastructure improvements to the Premises, including, but not limited to the installation of underground utilities, including, but not limited to, water and/or sewer lines, electrical lines, and/or drainage pipes, the Permittee shall first obtain the written permission of the County, specifically the Director of the Internal Services Department. In this regard, the Permittee shall provide the County with any and all plans and construction documents prior to such being submitted to any governmental agency for permitting or approval.

The Permittee acknowledges and agrees that in advance of undertaking any improvements on the Premises (at least ten (10) calendar days before the start of any work or the purchase of any materials or supplies), the Permittee shall secure a payment and performance bond, equal to the total cost of such improvements, in accordance with Section 255.05, Florida Statutes, and the County shall be named as an obligee. The Permittee shall record the payment and performance bond in the public records of Miami-Dade County, and provide a copy to the County, specifically to the Director of the Internal Services Department. Further, the Permittee shall not allow any mechanic's liens, judgments, and/or other encumbrances, of any kind or nature, to be placed on, or cloud the title of, the County's fee simple interest of the Premises, and the Permittee shall indemnify and hold the County harmless from and

against any and all costs, expenses, losses, and/or damages that the County incurs by reason of this Agreement and/or the actions or inactions of the Permittee.

The Permittee hereby acknowledges and agrees that should it undertake making any improvements to the Premises, such work will be performed during hurricane season, and as a result, the Permittee agrees to take extra precautions in making such improvements to the Premises, including, but not limited to, protecting the well-being of employees, vendors and contractors, as well as guests and customers.

Further, the Permittee also hereby agrees that any and all improvements made to the Premises shall be performed by a licensed professional, who is licensed to perform such work in the State of Florida, and has a business license to operate its business in Miami-Dade County, Florida.

Any improvements made to the Premises shall be removed by the Permittee, upon the expiration or termination of this Agreement, and the Premises shall be restored to its original condition, provided however, that upon written request by Permittee to the County prior to the expiration or termination, the Permittee may leave any improvements in place, provided that the County Mayor or County Mayor's designee first agrees, in writing, to having such improvements remain on the Premises.

The County and the Permittee hereby acknowledge and agree that any personal property placed on the Premises by the Permittee shall remain the personal property of the Permittee, and therefore shall not become part of the real property belonging to the County. And such personal property shall be removed by the Permittee upon the expiration or termination of this Agreement, and in either event, at the sole cost and expense of the Permittee.

This Article survives the expiration or termination of this Agreement.

ARTICLE VI
ACCOMODATING EMPLOYEES, CUSTOMERS AND GUEST WITH DISABILITIES

In accordance with the Americans with Disability Act of 1990 (Public Law No.: 101-336, 42 U.S.C. Section 12101, et. seq.), as amended, as well as the Florida Americans with Disability Accessibility Implementation Act, which incorporated the architectural accessibility requirements of the Americans with Disability Act of 1990 into Florida law, the Permittee hereby acknowledges and agrees that when making improvements to the Premises and/or conducting private business on public property, the Permittee shall, at its sole cost and expense, abide by the Americans with Disability Act, as amended, as well as Florida Americans with Disability Accessibility Implementation Act, as such laws apply to every person, including employees, vendors, contractors, guests and customers with disabilities.

The Permittee hereby acknowledges and agrees that the public accommodations provisions of the Americans with Disability Act of 1990, as amended, and the Florida Americans with Disability

Accessibility Implementation Act, require the removal of architectural and structural barriers that limit access to disabled individuals from places of public access where doing so is readily achievable, meaning easily accomplished and able to be carried out without much difficulty or expense. As a result, the Permittee agrees to consider and otherwise evaluate all factors in determining whether the removal of a barrier is readily achievable, which include, but is not limited to, the nature and cost of the barrier removal, the overall financial resources of the Permittee, the number of people employed, and the anticipated number of customers and/or guests to the Premises. The Permittee shall consider such factors in all aspects of the Permitted Use on the Premises, including, but not limited to, parking locations, parking surfaces, curb cuts, access to entertainment seating areas, and access to containers that are stacked on top of other containers. The Permittee hereby acknowledges and agrees that throughout the term of this Agreement, it is the Permittee's responsibility, at its sole cost and expense, to remove barriers for people with disabilities on or about the Premises, and to otherwise comply with the Americans with Disabilities Act of 1990, as amended, as well as the Florida Americans with Disability Accessibility Implementation Act.

ARTICLE VII
DESTRUCTION OF PREMISES

The Permittee shall be responsible for any damage cause to the Premises by the Permittee, and/or by any of its employees, vendors, contractors, or invitees, including but not limited to, the other businesses planning to operate, or operating, in the containers or similar temporary structures on the Premises. In the event the Premises is destroyed, and such destruction is due to an action or inaction of the Permittee and/or any of its employees, vendors, contractors, invited businesses, customers and/or guests, it shall be the Permittee's responsibility to restore the Premises, or compensate the County for such damage.

In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the purpose of it being utilized for its Permitted Use, either party may cancel this Agreement upon fourteen (14) calendar days' written notice to the other party. Notwithstanding the foregoing, the Permittee shall, at its sole cost and expense, be responsible to remove any and all personal property from the Premises, as well as any and all debris, trash and waste from the Premises prior to the actual termination of this Agreement.

This Article survives the termination or expiration of this Agreement.

ARTICLE VIII
ASSIGNMENT OR TRANSFER

The Permittee shall not assign, transfer, mortgage, pledge, or dispose of the Premises or this Agreement or the term hereof without first obtaining the written consent of the County, which consent shall be at the sole and absolute discretion of the County. The Permittee acknowledges that no property interest is created by virtue of this Agreement. Under no circumstance shall Permittee be permitted to mortgage or encumber the Premises.

ARTICLE IX
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Premises by the Permittee, or by any other person or entity, shall be at the risk of the Permittee or the owner thereof. The County shall not be liable to the Permittee for any damage to said personal property other than the damage or injury caused solely by the gross negligence of the County, its officers, employees, agents, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

Further, the Permittee hereby acknowledges and agrees that the Permittee is responsible, at its sole cost and expense, for identifying, selecting, hiring, and retaining any and all security personnel and/or security service for the Premises, including security for the protection of the Permittee, its employees, vendors, contractors, invited businesses as well as for guests and customers, and for their personal property.

ARTICLE X
SIGNS

The Permittee shall be authorized to install signage on and about the Premises, at its sole cost and expense, to advertise the Permitted Use on the Premises, so long as the County first approves such signage, and provided that all such signage meets the Code of Miami-Dade County, along with any and all other applicable laws. The Permittee shall be required to obtain the written consent for the use of any signage, in addition to all approvals required by law, by submitting a request to the County, specifically the Director of the Internal Services Department.

Upon the expiration or early termination of this Agreement, all signs shall be removed by the Permittee, at its sole cost and expense, and any damage or unsightly condition caused to Premises, because of, or due to, said signage shall be satisfactorily corrected or repaired by the Permittee, as solely determined by the County.

This Article shall survive the early termination or expiration of this Agreement.

ARTICLE XI
COUNTY'S RIGHT OF ENTRY

The County and/or any of its agents, officers and/or employees shall have the right to enter the Premises during all reasonable working hours, in which case no notice shall be required, to examine the same for conditions deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or improvements which do not conform to this Agreement.

In addition to the foregoing, the County shall have the right, upon twenty-four (24) hours written notice to the Permittee, to enter the Premises and inspect it for any reason or purpose, including, but not limited to, to make certain that the Premises is being utilized in accordance to the terms and conditions of this Agreement.

ARTICLE XII
SURRENDER OF PREMISES

The Permittee agrees to surrender the Premises to the County, at the end of the term of this

Agreement or any extension thereof, without demand, and the Premises shall be returned to the County in as good condition as the Premises was in when it was first occupied by the Permittee, at the start of this Agreement, normal wear and tear excepted. Further, the Permittee hereby agrees that it will remove from the Premises any and all trash, debris, waste, graffiti, signs, posters, along with any and all personal property belonging to the Permittee and/or any other entity or person. The Permittee will ensure that any and all landscaping is performed immediately prior to the surrender of the Premises.

ARTICLE XIII
INDEMNIFICATION AND HOLD HARMLESS

The Permittee hereby indemnifies and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the County and/or its officers, employees, agents or instrumentalities may incur as a result of any and all claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance by the Permittee and/or its employees, agents, servants, partners, principals or subcontractors. The Permittee shall pay any and 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 attorneys' fees which may issue thereon. The Permittee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and/or its officers, employees, agents and instrumentalities as herein provided. This section shall survive the early termination or expiration of this Agreement.

ARTICLE XIV
LIABILITY FOR DAMAGE OR INJURY

The County shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of the County, its officers, employees, agents, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XV
ATTORNEYS' FEES

The County and the Permittee hereby acknowledge and agree that both parties shall be responsible for their own attorneys' fees, including cost of witnesses and court cost, at trial and on appeal, unless otherwise specifically described in this Agreement.

ARTICLE XVI
SUCCESSORS IN INTEREST

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

ARTICLE XVII
EARLY TERMINATION OF THIS AGREEMENT

The Permittee shall have the right to terminate this Agreement at any time and for any reason, by giving the County at least thirty (30) calendar days' prior written notice, expressly stating in such notice the effective date of the termination of this Agreement, and paying any and all fees, costs or expenses and meeting all other obligations set forth in this Agreement, prior to the termination of this Agreement.

The County, in addition to any other right to terminate this Agreement, as found in this Agreement or at law, shall have the right to terminate this Agreement at any time, without any compensation to the Permittee, upon thirty (30) calendar days' notice to the Permittee, in the event that the Permittee failed to perform a duty or obligation found in this Agreement, and failed to cure such failure (default) within such thirty (30) day period. The Director of the Internal Services Department shall have the right to revoke this Agreement without cause and in its discretion, provided that ninety (90) days' written notice is provided to Permittee.

The County also reserves the right to temporarily suspend or terminate this Agreement in the event that the County needs the Premises for an emergency purpose, as determined in the sole discretion of the County Mayor or County Mayor's designee. In the event of such temporary suspension or termination, the Permittee shall be reimbursed for any rent paid during any such period.

The parties hereby acknowledge and agree that this Agreement may also automatically terminate by mutual written agreement of Permittee and the County.

ARTICLE XVIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the parties shall be preferably mailed, by placing such correspondence in a United States mailbox receptacle, postage pre-paid and sent Certified Mail, return receipt requested. Alternatively, notice can be sent by a nationally recognized overnight delivery service, such as FedEx or DHL, or hand delivered (with a signed signature receipt requirement of the recipient), or sent by email. If sent by email, notice shall not be deemed delivered unless and until the recipient indicates receipt of such notice. Notices shall be addressed to the parties as follows:

To the County: Real Estate Development Division
Internal Services Department
Miami-Dade County
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

With a copy to: Office of Economic Development
Regulatory and Economic Resources

Miami-Dade County
111 N.W. First Street, Suite 1200
Miami, Florida 33128
Attention: Director

With a copy to: County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

To the Permittee: Ahmand Johnson, Esquire
Homestead Town Center, LLC
600 Brickell Avenue, Suite 3600
Miami, Florida 33131

With a copy to: Albert E. Dotson, Jr., Esquire
Bilzin Sumberg Baena Price & Axelrod, LLP
1450 Brickell, 23rd Floor
Miami, Florida 33131

Notices provided in accordance with this Article shall include all notices required in this Agreement or required by law.

ARTICLE XIX
INSURANCE

Prior to occupancy, the Permittee shall furnish to the Internal Services Department, c/o the Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Permittee, as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 each occurrence, $2,000,000 general aggregate, including products/completed operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

D. Liquor Liability Insurance in an amount not less than $1,000,000 each occurrence, $2,000,000 general aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

Note: The Certificate Holder must read:
Miami-Dade County
111 N.W. First Street, Suite 2340
Miami, Florida 33128

Certificates will indicate that no material modification or change in insurance shall be made without thirty (30) calendar days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Permittee of its liability and obligations under the Indemnification and Hold Harmless clause of this Agreement, or any other provision of this Agreement.

The Permittee shall be responsible for ensuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of this Agreement, the Permittee shall be responsible for submitting new or renewed insurance certificates to the County prior to its expiration.

Further, the Permittee hereby acknowledges and agrees that the above-listed insurance requirements are required to protect the interest of the County, and the Permittee should communicate with its own insurance broker, agent and/or carrier about selecting and securing other types of insurance policies and/or coverage to protect the interest of the Permittee and its employees, vendors, contractors, guests and customers.

ARTICLE XX
SOVEREIGN RIGHTS AND PREROGATIVES

The County retains all of its sovereign rights and prerogatives as a county, under state and local laws, with respect to the planning, design, installation, construction, development, improvement, and operation of the uses on and about the Premises. Further, it is understood that notwithstanding any of the provisions of this Agreement, and the County's status or claims thereunder:

A. The County retains all of its sovereign rights and prerogatives, as well as regulatory authority (quasi-judicial or otherwise) as a county under state and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building permits, zoning authorizations or waivers, or from exercising its planning or regulatory duties and authority; and/or from requiring any particular development under any present or future laws, of whatever nature applicable to any planning and/or design for any improvements to the Premises, or for the operation thereof, or be liable for the same, including, but not limited to, any approvals needed pursuant to zoning hearings; and

B. The County shall not, by virtue of this Agreement, be obligated to grant to the Permittee, or any other person or entity associated with the Permittee, any approvals of applications for building, zoning, planning, development or otherwise under present or future applicable laws of whatever nature applicable to the planning, design, construction, improvement, development and/or operation on or about the Premises; and

C. Notwithstanding and prevailing over any contrary provisions in this Agreement, nothing in this Agreement shall bind the Miami-Dade County Board of County Commissioners, the County's Regulatory and Economic Resources Department, or any other County department, agency or authority.

ARTICLE XXI
WAIVER

If, under the provisions hereof, the County or the Permittee shall institute proceedings and a compromise or settlement thereof shall be made relating to the waiver or release of any covenant or condition, the same shall not constitute a waiver of any other covenant herein contained, nor of any of the County's or the Permittee's other rights found or stated hereunder, unless expressly stated in such compromise or settlement. No waiver by the County or the Permittee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by the County or the Permittee of any breach of a covenant, condition, or agreement herein contained shall operate as a waiver of any subsequent breach thereof. No waiver by the County shall be valid unless it is signed by the County Mayor.

ARTICLE XXII
OPTION TO RENEW

The parties, upon mutual agreement, may elect to renew this Agreement on a month-to-month basis, for a period of up to six (6) months. The terms and conditions of any such renewal shall be negotiated and agreed to by and between the County and the Permittee.

ARTICLE XXIII
LATE FEE

The Permittee hereby acknowledges and agrees that should, for any reason, it fail to pay the fee for the use of the Premises by the fifth (5th) calendar day of any month, the Permittee shall be responsible to immediately pay to the County, in addition to the fee, the greater of One Thousand ($1,000.00) Dollars, or ten (10%) percent of the amount of the monthly fee. Should the Permittee fail to pay the late fee, such late fee shall continue and be compounded monthly and added to the amount of the fee. Further, should the Permittee fail to pay the fee as well as the late fee for any two (2) month period, the County shall have the right to terminate this Agreement upon ten (10) calendar days' notice to the Permittee.

ARTICLE XXIV
WRITTEN AGREEMENT

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by the written approval of the County Mayor.

ARTICLE XXV
INSPECTOR GENERAL REVIEWS

The Permittee acknowledges and agrees that pursuant to Miami-Dade County Code, Section 2-1076, the County established the Office of Inspector General, which may, on a random basis, perform audits on all of the County's contracts, throughout the duration of said contacts. And, as a result, the Office of Inspector General shall have the power and authority to perform an audit(s) on this Agreement. Also, the Office of Inspector General is authorized and empowered to review accounts, records transactions and programs, as well as the power to subpoena witnesses.

Upon written notice to the Permittee from the Office of the Inspector General, the Permittee shall make all requested records and documents available to the Office of Inspector General for inspection and copying.

Pursuant to Miami-Dade County Administrative Order 3-20, the Permittee hereby acknowledges and agrees that the County has the right, but not the obligation, to retain the services of an Independent Private Sector Inspector General ("**IPSIG**"), whenever the County deems it appropriate to do so, to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Permittee and the County in connection with this Agreement. Upon written notice from the County, the scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications, costs, and investigating and preventing corruption and fraud. As a result, upon fifteen (15) calendar days' notice to the Permittee from the IPSIG, the Permittee shall make all requested records and documents available to the IPSIG for inspection and copying.

The Permittee hereby agrees that the Office of Inspector General and/or the IPSIG shall have the right to examine all documents and records in the Permittee's possession, custody and control, which, in the Office of the Inspector General and/or the IPSIG's judgment, pertain to the performance of this

Agreement, including, but not limited to, original estimate files, change orders, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors, suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions of this Article shall apply to the Permittee, its officers, agents and employees. The Permittee shall incorporate the provisions of this Article in all contractors with its vendors and contractors, and all other agreements executed by the Permittee in connection with the performance of this Agreement, and/or its operations on the Premises.

Nothing in this Agreement shall impair any independent right of the County to conduct an audit or investigate activities related to this Agreement, the Premises, or the Permitted Use on the Premises. The provisions of this Article are neither intended nor shall they be construed to impose any liability on the County by the Permittee or any third-party.

ARTICLE XXVI
ADDITIONAL PROVISIONS

1. Force Majeure

The County and the Permittee hereby acknowledge and agree that Force Majeure shall mean those events beyond the control of a party required to perform under this Agreement, such as, but not limited to strikes, acts of God, floods, fires, enemy action, civil disturbance, sabotage, restraint by a court or public authority. However, the parties further agree that the Coronavirus (COVID-19) pandemic and/or any of its variants shall not be deemed or considered an event of Force Majeure. Likewise neither party may delay or suspend any payment of any fee, or any other sum, on the basis of Force Majeure. Immediately upon a obligated party becoming aware of an event of Force Majeure, which shall delay the obligated party from performing its obligations under this Agreement, the obligated party shall notify the other party of the event of Force Majeure and seek an extension of time to perform its obligation, by describing in the notice the actual event of Force Majeure, the impact thereof on the obligated party's ability to perform its obligations, and the anticipated time extension necessary to perform. The obligated party shall be entitled to an extension of time equal the lesser of the period of the Force Majeure event or thirty (30) calendar days.

2. Severability

The County and the Permittee hereby acknowledge and agree that if any provision of this Agreement, or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall terminate.

3. Construction

The County and the Permittee agree that each was properly represented by counsel and this

Agreement was negotiated and drafted at arm's length, so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement, which has been drafted by counsel for both the County and the Permittee.

4. Brokers

The County and the Permittee hereby acknowledge and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

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

The Permittee agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to the Permittee; it being provided, however, that the Permittee shall have the right to contest the validity thereof. The Permittee shall immediately pay any judgment or decree rendered against the Permittee and/or the Premises, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the County. This section shall survive the early termination or expiration of this Agreement.

6. Non-Discrimination

The Permittee, for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. In the use of the Premises, the Permittee will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any of the County's property or facilities operated or maintained under lease agreements, license, or other agreements from Miami-Dade County or its agencies. No person, on the grounds of race, sex, age, color, gender, national origin, or physical disability, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

B. In the work related to making any of the improvements on or under the Premises, and in the furnishings of services thereon, no person on the grounds of race, sex, age, gender, national origin, or physical disability, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.

C. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate this Agreement and to avail itself of any of the remedies set forth herein for default of this Agreement, or available at law, or in equity.

7. Rules and Regulations

1) The Permittee will be held responsible for the conduct of all persons on or about the Premises, including, but not limited to the Permittee's employees, vendors, contractors, and agents, as well as the employees of any and all businesses, and any guests and/or customers.

The County reserves the right to expel from the Premises any person or business violating this Agreement, including but not limited to, the Rules and Regulations of this Agreement, including, but not limited to, if in the opinion of the County's representative, such behavior constitutes a public nuisance.

2) The Permittee shall provide at its sole cost and own expense any and all security personnel along with any security camera(s) and/or other security devices on and about the Premises that it deems necessary.

3) The Permittee shall observe, obey and comply with all laws, rules, regulations, ordinances, including all applicable county, state and federal laws, which may or may not be mentioned in this Agreement. Also, the Permittee acknowledges and agrees that it shall abide by the terms and conditions of the IU-1 zoning district.

4) The Permittee, as well as other businesses on the Premises, shall avoid the use of Polystyrene (Styrofoam) products on the Premises, to the greatest extent possible, including, but not limited to, cups, plates, and takeout (or to-go) boxes and/or packages, and instead use easily biodegradable and/or recycled products.

5) The County may make additional Rules and Regulations regarding use of the Premises, including, but not limited to, the use of any and all materials and/or equipment, which is in the best interest of the public.

6) The Permittee agrees to procure at his own cost and expense, all necessary licenses, insurance, certificates and permits as required by laws of the State of Florida, Miami-Dade County, and any other applicable governmental entity or agency regulations.

7) The Permittee must make certain that any and all health regulations are being meet by any business operating on the Premises, especially, but not limited to, when dispensing food and/or beverages.

8) The Permittee shall abide by any and all health requirements recommended or issued by the County and/or the United States Center for Disease Control relating to the Coronavirus ("**COVID-19**") pandemic, as well as for any and all COVID-19 variants.

9) The Permittee shall create a hurricane preparedness document for the protection and safety of its employees, vendors, contractors, and invited businesses, as well as the guest or customers. And the Permittee also agrees to make certain that all of the businesses operating on the Premises have similar hurricane preparedness procedures for the safety of its employees, customers and guests.

10) The Permittee shall not undertake any act or action on or about the Premises which is unlawful or illegal, or is extra-hazardous or constitutes a legal nuisance of any kind or nature (public or private).

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

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

MIAMI-DADE COUNTY

(OFFICIAL SEAL)

By: _____
Daniella Levine Cava
Mayor

Dated: 9/14/22

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

Approved by the County Attorney
as to form and legal sufficiency Debra Herman

(CORPORATE SEAL)

HOMESTEAD TOWN CENTER, LLC

By: _____

Print Name: Ahmand R. Johnson

Dated: September 9, 2022

WITNESS

WITNESS

EXHIBIT A
PREMISES

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION FOR
REMAINDER OF HOMESTEAD AIR RESERVE
PARCEL "C"

Legal Description:

A portion of that piece, or parcel of land situated, lying, and being in the NE 1/4 of Section 2, Township 57 South, Range 39 East, Miami Dade County, Florida, being also known as Parcel "C" as recorded in Official Records Book 22889 at Page2535 of the Public Records of Miami Dade County, Florida more particularly described as follows:

Commence on the NE Corner of said Section 2; thence S89°16'33"W along the North line of the NE 1/4 of said Section 2, for 1125.67 feet; thence S00°43'27"E for 35.00 feet to the POINT OF BEGINNING; thence S00°07'30"E for 515.03 feet; thence N89°3110"E for 217.62 feet; thence S00°05'11"E for 559.57 feet; thence S00°00'00"E for 857.27 feet to a point on a line 50.00 feet westerly of as measure at right angles to and parallel with the East line of the said NE 1/4 of Section 2; thence N00°05'17"W for 1086.37 feet; thence S89°16'33"W for a distance of 1075.27 feet to the POINT OF BEGINNING of the herein described parcel.

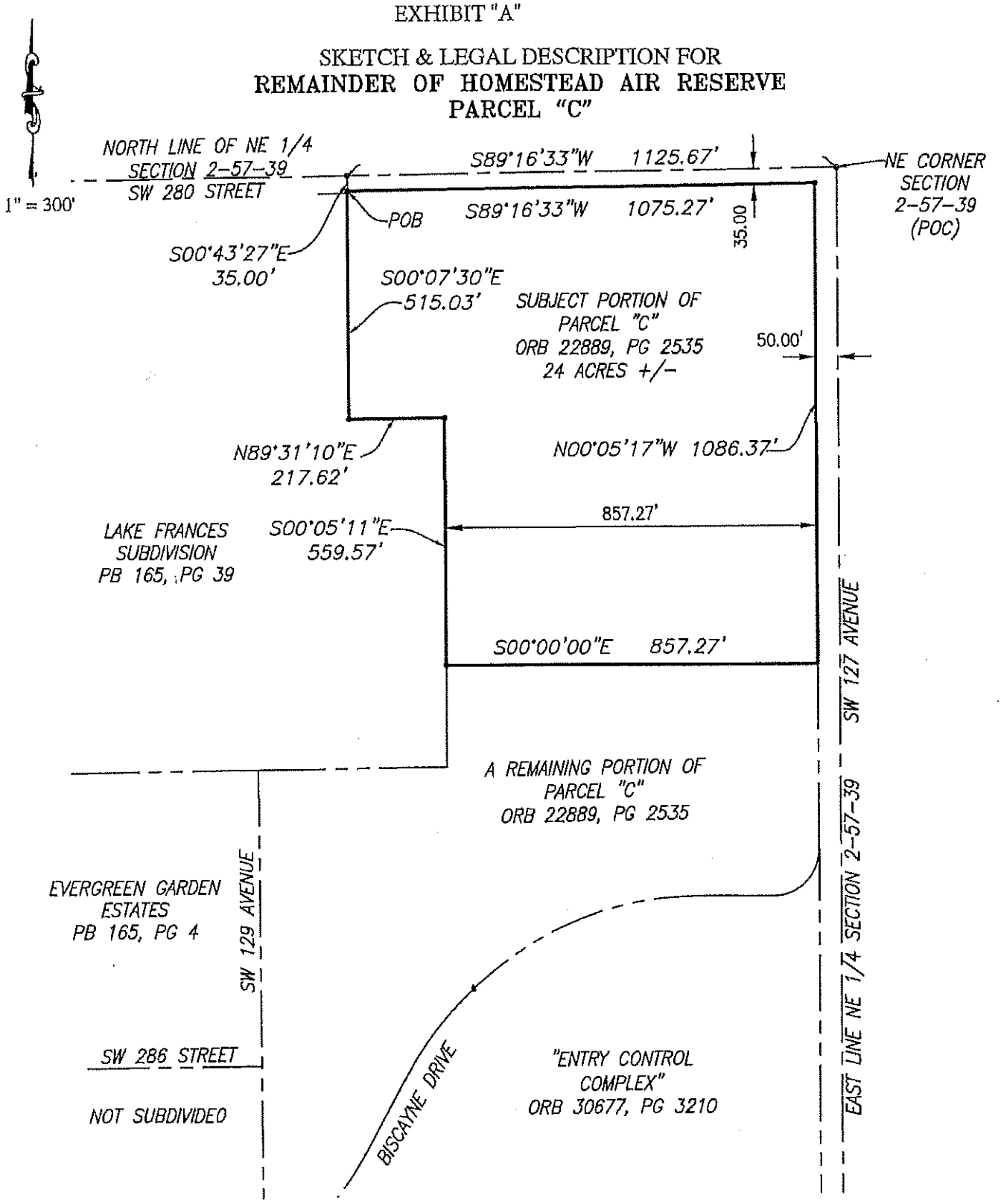
MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite #1610
Miami, Florida 33128 (305) 375-5774
Date: 03-21-2022

Luis F. Lacau Jr. PSM
Florida License #4643

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

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION FOR
REMAINDER OF HOMESTEAD AIR RESERVE
PARCEL "C"



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. Bearings are based upon a bearing of South 89°16' 33" West for the North line of the Northeast 1/4 of Section 2, Township 57 South, Range 39 East.
3. Parcels are subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.
4. "ORB" denotes Official Records Book, "PB" denotes Plat Book, both being of the Public Records of Miami-Dade County, Florida.
5. "PG" denotes "Page"; "POB" denotes "Point of Beginning"; "POC" denotes "Point of Commencement".

EXHIBIT B
DEPICTION (LAYOUT) OF THE PERMITTED USE

Phase I: Homestead Town Center

INSURANCE REQUIREMENTS

The Developer shall furnish to the Internal Services Department, Real Estate Development Division, at 111 NW 1st Street, 24th Floor Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of Homestead Town Center, LLC (HTC) as required by Florida Statute 440.

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

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

D. Professional Liability or Errors & Omissions Insurance in an amount not less than $1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Instrument prepared by and returned to:
Ms. Idania Barroso
Real Estate Development Division
The Internal Services Department
Miami-Dade County
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128

Folio No. : **30-7902-000-0040**

COUNTY DEED

THIS DEED, made this day of , 202_, by Miami-Dade County, Florida, a political subdivision of the State of Florida, party of the first part, whose address is Stephen P Clark Center, 111 N.W. 1st Street, 24th Floor, Miami, Florida 33128, and Homestead Town Center, LLC., the party of the second part, whose address is 7901 4th Street N, Suite 6205, St. Petersburg, FL 33702.

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, to the party of the second part, its successors and assigns forever, except without the right to convey or assign, 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 party of the first part 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 strictly made for the public purpose of constructing and maintaining a container park on the Property, which container park is in furtherance of creating an economic development opportunity for the benefit of the area residents of Miami-Dade County, as contemplated by Section 125.045, Florida Statutes. And the party of the first part hereby reserves its reversionary interest in the Property, including the right to retake title and possession of the Property, in the event that the Property is utilized in a manner that is not consistent with

this County Deed and/or the Declaration of Restrictions, for the Property, that is filed on the even date herewith.

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 party of the first part, recorded in the public records of Miami-Dade County, at Official Records Book 22889, Pages 2535-2544, and the party of the second part 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 the party of the second part, in favor of party of the first part.

IN WITNESS WHEREOF the said party of the first part 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

_____, CLERK

MIAMI-DADE COUNTY,

BY ITS BOARD OF
COUNTY COMMISSIONERS

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 THAT PIECE, OR PARCEL OF LAND SITUATED, LYING, AND BEING IN THE NE 1/4 OF SECTION 2, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING ALSO KNOWN AS PARCEL "C" AS RECORDED IN OFFICIAL RECORDS BOOK 22889 AT PAGES 2535-2544 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE ON THE NE CORNER OF SAID SECTION 2; THENCE S89°16' 33"W ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 2, FOR 1125.67 FEET; THENCE S00°43'27"E FOR 35.00 FEET TO THE POINT OF BEGINNING; THENCE S00°07'30"E FOR 515.03 FEET; THENCE N89°3110"E FOR 217.62 FEET; THENCE S00°05'11"E FOR 559.57 FEET; THENCE S00°00 '00"E FOR 857.27 FEET TO A POINT ON A LINE 50.00 FEET WESTERLY OF AS MEASURE AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE SAID NE 1/4 OF SECTION 2; THENCE N00°05'17”W FOR 1086.37 FEET; THENCE S89°16' 33"W FOR A DISTANCE OF 1075.27 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 1,038,923 SQUARE FEET, OR 23.85 ACRES OF LAND MORE OR LESS.

FOLIO 30-7 02-000-0040
“PARCEL C” INDENT RE

CFN 2004R1094936
OR Bk 22889 Pgs 2535 - 2544; (10pgs)
RECORDED 12/08/2004 15:59:05
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

PARCEL - C

FOLIO #
30-7902-000-0040
30-7902-000-0021
30-7902-000-0022
30-7902-000-0210

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 C.

III. APPURTENANCES AND HABENDUM

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

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

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

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

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

IV. EXCEPTIONS

None.

V. RESERVATIONS

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

VI. CONDITION

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

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

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

VII. COVENANTS

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

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

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

D. Restriction on Commercial Airport Use.

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

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

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

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

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

VIII. MISCELLANEOUS

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

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

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

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

IX. LIST OF EXHIBITS

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

Exhibit A - Property Description

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

UNITED STATES OF AMERICA

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

Signed, Sealed, and Delivered
in the presence of:

_____

_____

Commonwealth of Virginia :
ss.
County of Arlington :

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

_____
Notary Public

My commission expires on _____.

(seal)

Acceptance

The Grantee hereby accepts this Indenture and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2004

MIAMI-DADE COUNTY

By: _____

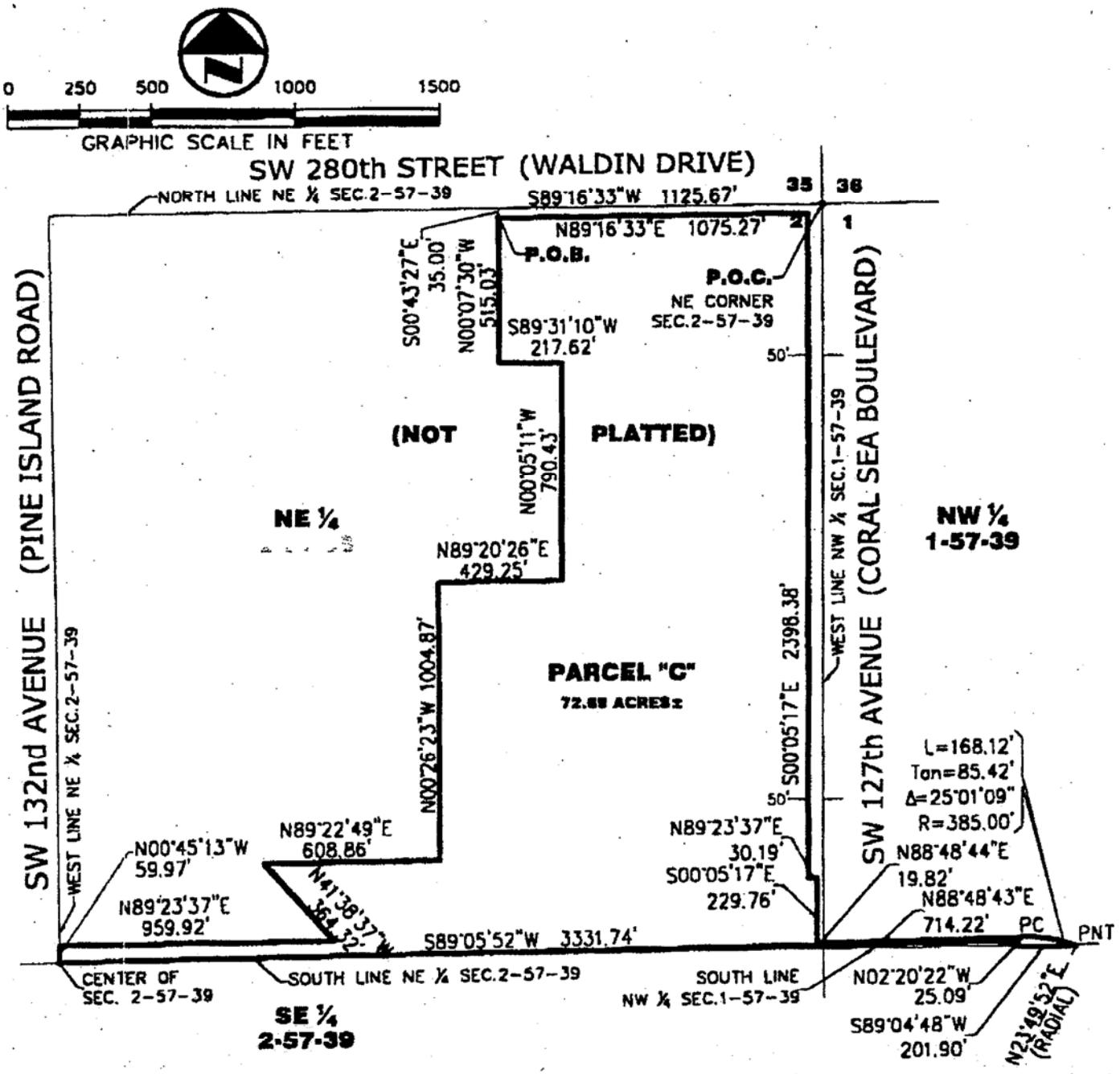
Attest:

_____

Approved as to Form:

_____

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



ABBREVIATIONS

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

NOT A FIELD BOUNDARY SURVEY

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

PARCEL "C"

I:\SURVEY DIVISION\...\01-1320.13 HAFB BOUNDARY\01320.13 PROJECT\dwg\PARCEL C.dwg 5/18/2004 10:03:33 AM EDT

SHEET 1 OF 3

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

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

ARTICLE I
DEFINITIONS, GENERALLY:

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

ARTICLE II
LEGAL DISCRIPTION:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE WEST 1/2 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE S89°16'33"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 2 FOR 1125.67 FEET; THENCE S00°43'27"E FOR 35.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE N89°16'33"E ALONG A LINE 35.00 SOUTHERLY OF AND PARALLEL WITH THE SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 2 FOR 1075.27 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST ¼ OF SECTION 2; THENCE S00°05'17"E ALONG SAID PARALLEL LINE FOR 2398.38 FEET; THENCE N89°23'37"E FOR 30.19 FEET; THENCE S00°05'17"E FOR 229.76 FEET; THENCE N88°48'44"E FOR 19.82 FEET; THENCE N88°48'43"E FOR 714.22 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 385.00 FEET AND A CENTRAL ANGLE OF 25°01'09" FOR 168.12 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S89°04'48"W, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N23°49'52"E FROM THE CENTER OF SAID CURVE; FROM SAID POINT OF NON-TANGENT INTERSECTION, THENCE S89°04'48"W ALONG SAID LINE FOR 201.90 FEET; THENCE N02°20'22"W FOR 25.09 FEET; THENCE S89°05'52"W FOR 3331.74 FEET TO THE CENTER OF SAID SECTION 2; THENCE N00°45'13"W ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SECTION 2 FOR 59.97 FEET; THENCE N89°23'37"E FOR 959.92 FEET; THENCE N41°38'37"W FOR 364.32 FEET; THENCE N89°22'49"E FOR 608.86 FEET; THENCE N00°26'23"W FOR 1004.87 FEET; THENCE N89°20'26"E FOR 429.25 FEET; THENCE N00°05'11"W FOR 790.43 FEET; THENCE S89°31'10"W FOR 217.62 FEET; THENCE N00°07'30"W FOR 515.03 FEET TO THE POINT OF BEGINNING.

SAID PARCEL "C" CONTAINS 72.69 ACRES, MORE OR LESS, BY CALCULATION.

ARTICLE III
SOURCES OF DATA:

BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF S89°05'52"W ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN MIAMI-DADE COUNTY, FLORIDA.

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 "C"

I:\SURVEY DIVISION\[illegible]\01-1320.13 HAFB BOUNDARY\01320.13 PROJECT\dwg\PARCEL C.dwg 5/18/2004 10:03:33 am EDT

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

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

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

ARTICLE IV
LIMITATIONS:

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

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

ARTICLE V
CLIENT INFORMATION:

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

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

ARTICLE VI
SURVEYOR'S CERTIFICATE:

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

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

BY: C. M. del Valle

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

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

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NOT A FIELD BOUNDARY SURVEY

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

PARCEL "C"

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SHEET 3 OF

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

HOMESTEAD AIR RESERVE STATION

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 05-12-04
DESIGNED: J.C.FERNANDEZ
DRAWN: J.C.FERNANDE
CHECKED: D.W.DEANS
JOB NO.: 01-1501.01

MEMORANDUM
OFFICE OF THE COUNTY MANAGER

Agenda Item No. 11(A)(2)

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

DATE: July 13, 2004

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

FROM: George M. Burgess
County Manager

RECOMMENDATION

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

BACKGROUND

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

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

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

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

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

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

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

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

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

Terms and Conditions of the Agreement

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

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

- Approved Uses:

While the EDC application was based on environmental tourism and education, institutional and light industrial uses, with the exception of commercial aviation which is prohibited pursuant to the Second Supplemental Record of Decision, the County 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

MEMORANDUM

(Revised)

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

DATE: July 13, 2004

FROM: Robert A. Ginsburg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(2)
7-13-04

RESOLUTION NO. _____

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

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

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

substantially the form attached hereto.

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

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

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

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

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

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

DEPARTMENT OF THE AIR FORCE

ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

1. Entire Agreement.

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

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Terms and Conditions of Transfer.

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

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

3.2.1. Road construction.

3.2.2. Transportation management facilities.

3.2.3. Storm and sanitary sewer construction.

3.2.4. Police and fire protection facilities and other public facilities.

3.2.5. Utility construction.

3.2.6. Building rehabilitation.

3.2.7. Historic property preservation.

3.2.8. Pollution prevention equipment or facilities.

3.2.9. Demolition.

3.2.10. Disposal of hazardous materials generated by demolition.

3.2.11. Landscaping, grading, and other site or public improvements.

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

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

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

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

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

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

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 unreasonable delay the conveyance of all or any portion of the Parcel(s); and (4) that such subparcelization shall not delay the Air Force's remediation efforts or increase the Air Force's remediation costs. The Redevelopment Authority may request that remediated portions of any Parcel be conveyed prior to the unremediated remainder of such Parcel; however, any such conveyance shall require the mutual consent of the Parties and any costs associated therewith shall be borne by the Redevelopment Authority.

4.6. Surveys and Title Insurance.

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

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

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

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 aforedescribed real and related property under the foregoing terms and conditions, which shall be binding on the Redevelopment Authority, if it executes and returns a counterpart to the Air Force on or before the 90th calendar day from the date the Air Force executes this EDC Agreement. The effective date of this EDC Agreement shall be the date of the last signature of a party hereto.

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

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

To the County:

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

With a copy to:

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

If to Government:

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

With a copy to:

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

7.16. Disputes.

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

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

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

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

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

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

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

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

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

8. Environmental Reports.

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

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

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

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

9. Delivery of Documents.

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

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

10. Representations.

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

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

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

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

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

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

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

11. Prior and Future Liabilities.

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

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

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

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

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

12. Finality of Conveyance.

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

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

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

13. Air Force's Covenants.

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

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

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

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

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

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

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

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

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

By:_____
Deputy Clerk

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

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 **Introduced:** 6/4/2004
Requester: County Manager **Cost:** **Final Action:** 7/13/2004
Agenda Date: 7/13/2004 **Agenda Item Number:** 11A2

Notes: this item replaces #041341per 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				

REPORT: The 4-Day Rule was invoked by Commissioner Seijas.

County Manager Economic Development and Human Services Committee	6/22/2004 6/16/2004	5A SUB	Additions Forwarded to the BCC by BCC Chairperson due to lack of a quorum		6/22/2004		

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 cased dismissed by summary judgment.

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

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

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

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

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

Terms and Conditions of the Agreement

* Acreage: Approximately 601 acres

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

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

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

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

* Approved Uses:
While the EDC application was based on environmental tourism and education, institutional and light industrial uses, with the exception of commercial aviation which is prohibited pursuant to the Second Supplemental Record of Decision, the County 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 Deve lopment 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 redeveiopment activities.

2. Evaluation of highest and best economic use for the Phase 1properties: 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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Instrument Prepared by and Return To:

ISD/ Real Estate Development Division
Division Director
111 NW 1 Street, Suite 2460
Miami, Florida 33128

Folio No.: 30-7902-000-0040; 30-7902-000-0021

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared, Ahmand Johnson on this 3rd day of April, 2023, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) Homestead Town Center, LLC whose address is 7901 4th Street North Suite 6205, St. Petersburg, FL 33702, with Federal Tax Identification No. 88-0929188 will be the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property") being contracted or transacting business with Miami-Dade County. The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

Full Name (Including Middle)	**Date of Birth**	**Address**	**Interest %**
Homestead Town Center Investment Partners, LLC			100 %
Ahmand Johnson*	4/17/76	7901 4th Street North Suite 6205 St. Petersburg, FL 33702	92%*
Jossua Parini*	10/21/85	7901 4th Street North Suite 6205 St. Petersburg, FL 33702	8%*

* Percentage indicates percentage ownership interest in Homestead Town Center Investment Partners, LLC, and thus indirect ownership interest in Homestead Town Center, LLC.

Witness

Tish-ann Johnson
Print

Witness

Marlon Francis
Print

AFFIANT:

By: _____

Date: 4/3/23

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 3rd day of April, 2023 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Armand R. Johnson, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 3rd day of April, 2023

Gloria Donaire
Comm.: HH 153920
Expires: Jan. 10, 2024
Notary Public - State of Florida

Notary Public

Gloria Donaire
Print Name

NOTARY SEAL / STAMP Notary Public, State of Florida My Commission expires Jan. 10, 2024

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3/30/2023 9:52 AM

Economic Impact Analysis

Homestead Town Center Project

November 21, 2022

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 a new business, project venture, government policy, environmental regulations, and other changes. The following is an effort to forecast the possible economic impact of the Homestead Town Center Project. This family entertainment district would include 44 containers to provide retail, dining, arts/culture, entertainment spaces and various outdoor amenities.

The following simulation was conducted using ***REMI Tax Policy Insight (Tax-PI)*** to forecast the economic impact of this project over the next 10 years. REMI Tax-PI 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. It includes economic and demographic and policy variables so that any project or policy that affects the local economy can be tested. REMI models are 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 to employ the REMI model to estimate the possible economic impacts of this project. Using data provided by the project management team, this study assumed that a total investment of $12.5 million would be made from 2022 to 2025. And 189 new full-time equivalent jobs would be created at full operation in 2031. The analysis forecast period spans from 2022 to 2031. (See Table 1)

Table 1: Direct Investment and Job Creation by Year

		Construction Phase				Operation Phase					
Category	**Units**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
Investment	Millions	$0.8	$6.1	$3.6	$2.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Permanent Jobs	Jobs	4	73	121	115	126	138	148	166	179	189

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, disposable personal income, residential capital stock, and non-residential capital stock. The resulting values are expressed in millions of 2020 fixed dollars and are summarized in Table 2. Each impact represents the additional employment or value in each category above the county's baseline value. The baseline represents the category values in the county if the project never takes place. The impact on each category is discussed in more detail below.

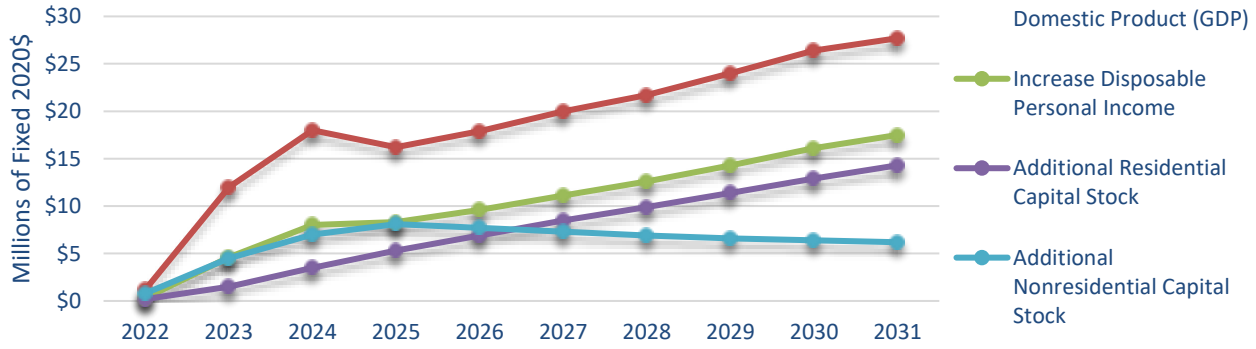
Project Impacts At-a-Glance: Additional Economic Value Above the County Baseline

CATEGORY	CONSTRUCTION PHASE	OPERATION PHASE	2022-2031
AVERAGE ANNUAL EMPLOYMENT	138 JOBS/YEAR	270 JOBS/YEAR	217 JOBS/YEAR
GROSS DOMESTIC PRODUCT (GDP)	$11.9 M/YEAR	$23.0 M/YEAR	$18.5 M/YEAR
DISPOSABLE PERSONAL INCOME	$5.3 M/YEAR	$13.5 M/YEAR	$10.2 M/YEAR
RESIDENTIAL CAPITAL STOCK	$2.6 M/YEAR	$10.7 M/YEAR	$7.4 M/YEAR
NONRESIDENTIAL CAPITAL STOCK	$5.1 M/YEAR	$6.9 M/YEAR	$6.2 M/YEAR

Table 2: Economic Impact Summary Over the Baseline by Year

		Construction Phase				Operation Phase						Total
Category	**Units**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**10Y Avg**
Total Employment	Jobs	9	133	213	197	217	238	255	283	306	320	217
Gross Domestic Product (GDP)	Millions of Fixed 2020$	$1.2	$12.0	$18.0	$16.2	$17.9	$20.0	$21.7	$24.0	$26.4	$27.7	$18.5
Disposable Personal Income	Millions of Fixed 2020$	$0.3	$4.6	$8.0	$8.3	$9.6	$11.1	$12.6	$14.3	$16.1	$17.5	$10.2
Residential Capital Stock	Millions of Fixed 2020$	$0.2	$1.5	$3.5	$5.3	$6.9	$8.5	$9.9	$11.4	$12.9	$14.3	$7.4
Nonresidential Capital Stock	Millions of Fixed 2020$	$0.8	$4.5	$7.0	$8.1	$7.7	$7.3	$6.9	$6.6	$6.4	$6.2	$6.2

Chart 1: Summary of Impact By Year



Employment

AVERAGE ANNUAL INCREASE IN TOTAL EMPLOYMENT
217 JOBS/YEAR

In REMI models, total employment comprises estimates of the number of jobs, full-time plus part-time, by place of work. Full-time and part-time jobs are counted at equal weight. Employees, sole proprietors, and active partners are included, but unpaid family workers and volunteers are not included. The total employment impact of this project in Miami-Dade County includes the *direct jobs* created by the project, the *indirect jobs* created by other businesses as a result of the needs of this project, 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 project, and *state and local employment* to support population growth and increased economic activity as a result of this project. While direct jobs are site specific, indirect, and induced jobs could be located anywhere throughout the county.

As a result of differing investment amounts made by year, REMI estimates that the average annual employment impact of this project over the baseline would vary during the construction years and would be 138 jobs. As this project rolls into the operational phase between 2026 and 2031, its impact on employment would be 270 new permanent jobs over the baseline. These include the net new direct employees as well as all indirect and induced jobs resulting from this project. The average annual employment impact over the whole study period is 217 jobs.

Employment Multiplier

TOTAL EMPLOYMENT MULTIPLIER
1.71

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 1.78 means for every 100 jobs created, an additional 78 indirect and induced jobs would be created. If a multiplier is less than 1, it means that competition and substitution effects with other businesses 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 IMPACT (Net new jobs)	158 AVG JOBS/YEAR
INDIRECT IMPACT	51 AVG JOBS/YEAR
INDUCED IMPACT	35 AVG JOBS/YEAR
INVESTMENT ACTIVITY DEMAND IMPACT	13 AVG JOBS/YEAR
STATE AND LOCAL GOVERNMENT IMPACT	13 AVG JOBS/YEAR
TOTAL EMPLOYMENT IMPACT	270 AVG JOBS/YEAR

Direct employment impacts represent the number of net new jobs created by a particular industry or business relocation or expansion. These are job gains that may be partially offset by rivals and new market entrants in the local and nearby markets. In this case, net new direct jobs above the baseline will average 158 jobs per year for the years of the operation years (2026-2031). **Indirect employment impacts** are jobs created in the industries that supply, support, and service that particular industry or business. The Homestead Town Center project will create, on average, an additional 51 indirect jobs per year above

the baseline. **Induced employment impacts** signify additional jobs generated because 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 35 additional jobs above the baseline, on average, per year. **Investment activity demand employment impacts** indicate jobs needed to satisfy demand for capital goods such as residential or commercial building stock. Investment activity demand from this project will generate 13 new jobs per year on average over the baseline level. **State and local government employment impacts** are jobs created in the public sector across all governmental entities in Miami-Dade County, including state, county, and municipalities; to support the additional population growth and economic activity generated by the project. On average, 13 jobs per year over the baseline would be needed in the state and local public sectors to support the project. Therefore, the total average annual employment impact from this project will be 270 jobs per year above the employment level in the absence of the project.

The average total employment multiplier of this project during the operational phase (2026-2031) is 1.71 (270 total jobs/158 direct jobs). This means that, on average, for every 100 new direct job created by the project, 71 additional indirect, induced, investment and government jobs are created throughout the county's economy.

Gross Domestic Product (GDP) / Gross Regional Product (GRP)

AVERAGE ANNUAL INCREASE IN GROSS REGIONAL PRODUCT
$18.5 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 annual GRP impact of this project is estimated to be $11.9 million over the baseline during the construction years of 2022 through 2025. For the operation years (2026-2031), the annual impact of the proposed project on GRP would be $23.0 million per year over the baseline. The annual impact in GRP averages $18.5 million over the whole analysis period, which is 0.01% of average GRP ($182,566 million) in Miami-Dade County.

Disposable Personal Income

AVERAGE INCREASE IN DISPOSABLE PERSONAL INCOME
$10.2 Million

Disposable Personal Income (DPI) represents the after-tax income that can be spent or saved by income earners. According to REMI, the increase over the baseline of total DPI in the county would be $5.3 million per year during the 4 construction years. During the operational phase (2026-2031), the annual economic impact of this project on DPI over the baseline is estimated to be $13.5 million. Over the entire analysis period, the average annual impact on disposable personal income is $10.2 million, which represents 0.01% of average DPI ($149,411 million) in Miami-Dade County.

Capital Stock

AVERAGE ANNUAL INCREASE IN RESIDENTIAL CAPITAL STOCK
$7.4 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 2022 through 2025, this project's average impact on the residential capital stock above the baseline would be $2.6 million according to REMI. The impact during the fully operational period would grow bigger over time because new residential stock would be needed to accommodate an increasing population that results from the direct and indirect activity of the project. On average, the annual impact on residential capital stock would be an increase over the baseline of $10.7 million the year during operational years (2026-2031). The average annual impact on residential capital stock is $7.4 million, which would be 0.003% of the average residential capital stock ($235,912 million) in Miami-Dade County over the entire analysis period.

AVERAGE ANNUAL INCREASE IN NON-RESIDENTIAL CAPITAL STOCK
$6.2 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 average impact on non-residential capital stock in the county over the baseline at $5.1 million during the construction years (2022-2025). The impact on non-residential capital stock is projected to be an increase of $6.9 million over the baseline during the operation years of 2026-2031. The average annual impact on non-residential capital stock above the baseline over the entire study period is $6.2 million, which accounts for 0.003% of average non-residential capital stock ($176,766 million) in Miami-Dade County over the analysis period.

Memorandum

Date: April 25, 2023

To: Honorable Kionne L. McGhee
Commissioner

From: Daniella Levine Cava
Mayor

Subject: Responsible Entity Due Diligence
23.85 Acres of Surplus County Property within Folio Number 30-7902-000-0040 Being Considered for Sale to Homestead Town Center, LLC within District 9 in South Dade

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Background Information

In accordance with Implementing Order 8-4, County staff must:

1. Conduct necessary due diligence in response to an application/proposal submitted by Homestead Town Center, LLC. (HTC), a Florida Limited Liability Company, which is requesting to purchase the County-owned property described below pursuant to Section 125.045 of the Florida Statutes for the purpose of Economic Development; and
2. Negotiate the agreement with input from Commission District 9.

This due diligence memorandum is limited to providing the information required within Implementing Order (IO) 8-4 and relies heavily upon information received from HTC to conduct the responsibility review of the single-purpose entity formed on October 5, 2021, its principals, and the proposed first tier contractors which are subject to change. Pursuant to IO 8-4, determinations regarding a Proposer's "responsibility" are ultimately made by the Board of County Commissioners and, where the delegated authority exists to contract, by the County Mayor, and are fundamentally issues of business judgment and policy. The term "responsible entity" relates to the entity's financial condition, capability, experience, and past performance, and includes honesty and integrity, skill and business judgment, experience and capacity for performing under the contract, and previous conduct, including but not limited to, meeting its financial obligations. Analysis of previous conduct shall include but not be limited to consideration as to whether the requestor, or other entity in which the requestor has a controlling financial interest, was previously conveyed or leased County-owned property which was later the subject of an involuntary reverter or lease termination by the County.

Commission District:	9, Commissioner Kionne L. McGhee
Managing Department:	Internal Services Department
Lot Size / Description:	23.85 acres generally located South of SW 280 street, West of SW 127 avenue, North of Biscayne Drive, and East of Nevada Avenue and SW 128 Path
Folio Number:	(the northern portion of) 30-7902-000-0040
Market Value:	$13,994,178.06 based on the average of two appraisals with respective value dates of 12/18/21 and 1/18/22
Proposed Purchase Price:	$12,466,872.00 with: 1) a reduction in the purchase price in the form of a credit equal to a maximum of $177,333.33 for rent amounts paid under the temporary site control permit agreement granted by the Internal Services Department on September 15, 2022; and

2) a $1,500,000.00 obligation throughout the term of the agreement to create a job training program with input from CareerSource South Florida for the required permanent jobs

The County received two separate proposals from HTC. The first proposal was dated July 28, 2022 and included a container park and mixed-use permanent development with market rate housing. The second proposal was dated October 14, 2022 and included a container park and mixed-use permanent development with affordable housing. The negotiated agreement obligates HTC to construct a container park and operate it for a minimum of four years while creating 121 jobs at the greater of the then-current County Living Wage or $35,075 per year. The agreement allows for the development concept to change four (4) years after substantial completion without Board of County Commissioners (Board) approval provided certain conditions are met, including that the project is operating and open to the public, HTC has achieved average occupancy of 80% or more for three years, that HTC expend at least $400,000 towards training programs, that HTC is not otherwise in default, and that at least 12.2 acres be maintained for a container park while the remaining acreage can include a market-driven to-be-determined future development for various retail and entertainment purposes. The agreement specifies the possibility of a residential component being added to the development only if approved by the Board and the Federal Government which granted Miami-Dade County the land for the purposes of generating Economic Development in the area pursuant to Resolution number R-909-04.

On February 6, 2023, the Office of the Inspector General (OIG) issued a memorandum which stated various concerns with the proposed transaction and made recommendations to language within the agreement to address issued encountered with other contracts; see Attachment “B”. In light of the OIG’s concerns regarding the changing ownership composition of HTC, the OIG requested that Board approval be required for any transfers in HTC’s ownership interest equal to or greater than 20%. Staff incorporated the OIG’s requirements within the Purchase and Sale Agreement (PSA) and Declaration of Restrictions (DOR), but the same were rejected by HTC, which argued that the requirement would unreasonably limit their ability to finance the project. Subsequently, staff reached out to a financial advisor to obtain input regarding the inclusion of such a provision in similar contracts generally and they advised that: (i) it was appropriate for the County to approve changes in ownership so long as such approval is not unreasonably withheld, (ii) that the primary concern for the County would be to ensure that the controlling interest of the parties approved to enter into the transaction remain intact, and (iii) that it was not unreasonable for developers to want to bring in additional equity not involved at this point in the transaction. Ultimately, the advisor noted that perhaps this could fall under notice provisions in the documents, rather than explicit approval.

HTC did not agree to the OIG’s request for County approval for changes in ownership over 20%, and instead agreed to require Board approval only in the limited event that a “Controlling Interest” was transferred, which is defined in the PSA and DOR as having all of the following: (a) at least ten percent (10%) membership interest; and (b) responsibility to conduct the day-to-day management of Owner; and (c) no other members of Owner have the authority to make binding decisions for Owner. HTC also agreed to disclose ownership changes greater than five (5) percent, as required by County code and policy, and the same was included in the agreement. HTC also accepted language proposed by staff which prohibits transfers within the PSA or DOR to any Disqualified Persons (i.e., Scrutinized Companies, Debarred Contractors, entities engaged in terrorist activities, entities that have committed Public Entity Crimes, and similar criteria more particularly defined in the PSA and DOR).

On April 3, 2023, Bilzin Sumberg on behalf of its client, HTC, issued a response to the OIG's memorandum; see Attachment "C".

As this container park development would be the largest in the nation and HTC was not able to provide evidence of completing a project of similar size and scope, County staff recommended language to contractually bind HTC to the first tier contractors listed within HTC's proposal and require certain parameters to ensure that any changes in first tier contractors be subject to approval by the County Mayor or designee. The language was rejected by HTC.

Departmental Due Diligence Review

The results of the Responsible Entity Due Diligence as detailed in Implementing Order 8-4 are as follows:

(i) Whether the terms and conditions set forth in the application for sale or lease of County-owned property meet the requirements of section 125.045 of the Florida Statutes for the purpose of Economic Development: to enhance and expand economic activity by attracting and retaining business enterprises and creating jobs.

The applications/proposals received have been extensively modified through negotiations. While some agreed-upon terms deviate from precedent set by previous Economic Development agreements with regard to the inherent non-permanent nature of many of the required improvements, and the fact that the land is being sold below market value, and without a contractual obligation to build a clearly defined project on the entire parcel, the negotiated terms within the agreement include the following terms which meet the requirements of section 125.045:

HTC will have one hundred and twenty (120) days to achieve financial closing after the PSA becomes effective, which is ten (10) days after Board approval. A five percent (5%) refundable deposit equal to $623,343.60 is due ten (10) days from effective date and the PSA automatically terminates if the deposit is not paid as required. HTC may assign the PSA with either: 1) Board approval, or 2) Mayoral approval in her/his sole discretion under certain conditions. Changes in HTC ownership may occur with disclosure to the County; County approval is not required unless there is a change of control, which is defined as only occurring in the limited circumstance that all of the following apply: (a) at least ten percent (10%) membership interest is transferred; and (b) responsibility to conduct the day-to-day management of Owner is granted to said transferee; and (c) no other members of Owner have the authority to make binding decisions for Owner.

After financial closing and on the effective date, a DOR will be recorded on the property with the deed.

- The term of the DOR will begin on the date which the property is purchased and the DOR recorded. The DOR will terminate fifteen (15) years later. If various obligations are delayed, the requirements can be tolled accordingly.
- 121 jobs at the greater of the then-current County Living Wage or $35,075 per year must be created, reported and maintained for fifteen (15) years after the initial 24-acre development is substantially completed. Note this obligation survives expiration of the DOR. Liquidated damages apply for any failure to comply with the job requirements.

- HTC will have the following concurrent construction deadlines:
  i. 18 months after the Effective Date to obtain building permits and commence construction; and
  ii. 36 months after the Effective Date to complete construction.
- HTC must expend $12,500,000.00 to construct the initial container park development project. Failure to comply with the investment commitment will result in liquidated damages in an amount equal to 20% of the difference between the amount actually expended and the requirement. There is no capital expenditure requirement for any ancillary uses on up to 11.65 remaining acres not used for the container park as the uses for such portion of the property remain undefined.
- Six (6) months after the container park development is substantially complete, HTC must commence operations and stay open to the public 260 days per year. Remedies exist for non-compliance/modification.
- Rental rates for all containers, except those utilized for bars or restaurants, cannot exceed 80% of fair market rental value to allow for smaller business participation.
- Small Business Development requirements apply such as utilizing SBD's Hiring Clearinghouse, Employ Miami-Dade, and Career South Florida to recruit workers.
- Responsible Wages and the Residents First Training and Employment Program apply.
- The County's Sustainable Building Program, Sea Rise legislation and other required resilience and sustainability practices apply.
- Reversionary rights apply, after applicable ability to cure, in the following instances: (i) violating the transfer restrictions, (ii) failing to complete the improvements by the provided deadline under certain conditions, or (iii) not complying with other aspects of the Declaration. The County's reversionary rights are subject to certain lender protections and do not apply to any violation of the minimum job requirements, for which the sole remedy is liquidated damages as noted above.
- HTC must obtain Board or Mayoral approval, dependent on certain conditions, for the right to transfer, assign, or lease the property prior to the date that is five (5) years after substantial completion of the project. Five (5) years after substantial completion of the project HTC may transfer the property or their controlling interest without County approval.
- HTC must meet an obligation to create a job training program for the required permanent jobs valued at $1,500,000.00 throughout the term of the agreement. Input from CareerSource South Florida is required.
- The Homestead Air Reserve Base will have the ability to review the developer's plans in perpetuity to ensure that any development will not negatively impact the base.

(ii) Whether there are obstacles to the proposed conveyance or lease, or adverse findings discovered during the responsibility review of the proposed purchaser or tenant:

a) Compliance with existing agreements: The Internal Services Department, as the property owner, entered into a temporary site-control permit agreement with HTC on September 14th 2022 to allow HTC to pursue the regulatory permits needed to operate a temporary container park. HTC is not in arrears for payment under the permit agreement. HTC and the Internal Services Department are working to address discrepancies in the certificates of insurance. Prior events of non-compliance have occurred during the term of the permit agreement, including late payments and deficient insurance coverage, but the late payments have been resolved at this time.

Administrative Order 3-29 prohibits the County from contracting with individuals or entities who are in arrears to the County.

b) Entity contracting with the County: The entity contracting with the County is Homestead Town Center, LLC (HTC), a single-purpose Florida entity with no employees as of yet. The Florida Department of State Division of Corporations website (Sunbiz.org) shows the principal address listed as 7901 4th Street, N. Suite 6205 St. Petersburg Florida 33702. Articles of incorporation were signed by Kaven Jean-Charles on October 5, 2021. The County received an ownership disclosure affidavit for Homestead Town Center, LLC on November 30, 2022 which shows two owners, Ahmand R. Johnson (92%) and Jossua Parini (8%). The ownership disclosure was updated on April 3, 2023 to futher clarify that HTCIP, as defined below, is the sole member if HTC and the same is made up the same two (2) owners, Ahmand R. Johnson (92%) and Jossua Parini (8%).

An annual report for Homestead Town Center, LLC filed on March 15, 2022 by Mr. Ahmand Johnson reflects the MGR of Homestead Town Center, LLC to be "Homestead Town Center Investment Partners" (HTCIP), a Delaware entity whose address is 16192 Coastal Highway, Lewes, Delaware 19958. Articles of Incorporation are not visible to the public. The County received an operating agreement for HTCIP which was dated October 4, 2021 and members as of the execution date (November 29, 2022) included Mr. Ahmand R. Johnson with 92% membership interest and Mr. Jossua Parini with 8% membership interest. The County received an ownership disclosure affidavit for Homestead Town Center Investment Partners, LLC dated November 30, 2022, which shows two owners: Ahmand R. Johnson (92%) and Jossua Parini (8%). While legally not required by statute under certain conditions, the OIG requested that HTCIP register on Sunbiz.org. HTC has agreed to register HTCIP on Sunbiz.org and has verbally indicated that the necessary paperwork has been submitted. Evidence of the same has not been received as of 4/20/2023.

c) Identification and summary of past experience of HTC, its principals and key personnel to include first tier contractors:

The proposed container park project, once completed, will be the largest in the nation. The County was unable to find evidence of HTC's experience successfully developing, operating and maintaining a project of similar size and scope. HTC has submitted the following experience of key personnel and identified first tier contractors to fulfill the contractual obligations of the agreement.

Ahmand R. Johnson (Principal)
Ahmand R. Johnson is a partner in the Entertainment & Sports practice group at a Miami-based law firm. He is an attorney in good standing with the Florida Bar (Bar #38905). The chart below details forty-eight entities Mr. Johnson is affiliated with on Sunbiz.org:

Number	Entity Name	Active on Sunbiz?	Role:
1	SAUCEMAN KEVV LLC	Yes	Registered Agent
2	THE LICKING ORLANDO II, LLC	Yes	Registered Agent

3	OVERTOWN OPTIMIST CLUB, INC.	Yes	Director
4	D3N9 ONE HOPE, LLC	No	Registered Agent
5	100K MANAGEMENT LLC	Yes	Authorized Rep.
6	DRT SPORTS AND ENTERTAINMENT GROUP, LLC	No	MGR
7	SLIME DREAM MUSIC, LLC	No	Registered Agent
8	BLACK ENCLAVE, LLC	Yes	Member
9	THE FIDELITY HEALTH CARE GROUP FLORIDA, LLC	No	Member
10	CITY GIRL JT MEDIA, LLC	No	Registered Agent
11	YUNG MIAMI MEDIA, LLC	No	Registered Agent
12	MIAMI FINGA LICKING 125 LLC.	Yes	Registered Agent
13	HARD MONEY GROUP OF SOUTH FLORIDA, LLC	Yes	Registered Agent
14	CITY GIRLS MERCHANDISING, LLC	No	Registered Agent
15	AMANDLA GROUP CONSULTING, LLC	No	MGR
16	CATCH THIS HOLDINGS, LLC	No	Registered Agent
17	YUNG MIAMI MUSIC PUBLISHING, LLC	No	Registered Agent
18	CITY GIRLS MUSIC GROUP, LLC	No	Registered Agent
19	CITY GIRL JT MUSIC PUBLISHING, LLC	No	Registered Agent
20	CRIMSON 104, LLC	Yes	Registered Agent
21	TA LENDING, LLC	No	Registered Agent
22	YODASPLANET, LLC	Yes	Registered Agent
23	PROLIFIC DREAMS MANAGEMENT, LLC	No	Registered Agent
24	6LOCC 6A6Y ENTERTAINMENT, LLC	No	Registered Agent
25	NEW ERA THA LABEL, LLC	Yes	Registered Agent
26	KIDDO MARV PRODUCTIONS, LLC	No	Registered Agent
27	THE FIDELITY HEALTH CARE GROUP FLORIDA, LLC	No	Registered Agent
28	FCG HEEM MUSIC, LLC	No	Registered Agent
29	P INFINITY EDUCATION SOLUTIONS, LLC	No	Registered Agent
30	PRINCE ISLAND TRUST, LLC	No	Authorized Person
31	ISLAND TINGS RESTAURANT, LLC	No	Authorized Person
32	CRUZ CONTROL HOSPITALITY, LLC	No	Registered Agent
33	THE LICKING EXPRESS FOOD COURT, LLC.	Yes	Authorized Rep.
34	GLEEFULL GRILLZ LLC	Yes	Registered Agent
35	ISLAND TINGS RESTAURANT MIAMI GARDENS, LLC	Yes	Authorized Person
36	DISRUPTIVE KULTURE MUSIC GROUP, LLC	Yes	Authorized Person
37	NETL SPORTS AND ENTERTAINMENT, LLC	Yes	Registered Agent
38	THE LICKING SUNRISE, LLC	Yes	Registered Agent
39	THE LICKING HOLDINGS, LLC	Yes	Registered Agent
40	THE LICKING SOUTH BEACH, LLC	Yes	Manager
41	THE LICKING ORLANDO, LLC	Yes	Registered Agent
42	THE ROOTBEER BREAKFAST BAR, LLC.	Yes	Registered Agent
43	MARKETPLACE 119TH, LLC.	Yes	Registered Agent
44	THE LICKING MIRAMAR, LLC.	Yes	Registered Agent

45	CHICAGO FOOD GIANTS, LLC	Yes	Registered Agent
46	E CLASS PUBLISHING GROUP, INC.	Yes	Registered Agent
47	FOOD GIANTS INVESTMENT CORPORATION	Yes	Registered Agent
48	ISLAND TINGS RESTAURANT, LLC	No	Registered Agent

After reviewing the biographies and experience submitted by HTC for Mr. Johnson, Miami-Dade County is unable to verify Mr. Johnson's experience in the development of real estate or container parks, as additional internet searches and available public information did not garner substantive results. Accordingly, Miami-Dade County is unable to attain Mr. Johnson's previous experience in the development of real estate, container parks and joint-project ventures with a governmental entity.

Jossua Parini (Principal)

Jossua Parini identifies himself as a social entrepreneur with a primary focus in the world of marketing. The application provides that Mr. Parini was involved in the Multi-Family Real Estate industry where he advised real-estate developers in marketing strategies, smart designs, community programming and growth strategies. The chart below details eight entities which Mr. Parini is affiliated with on Sunbiz.org:

Number	Entity Name	Active on Sunbiz?	Role:
1	CREATIVE GLUE LLC	No	MGR
2	GLUE STUDIOS LLC	Yes	MGR
3	IFRESH LLC	No	AMBR
4	PPKIT LLC	No	MGR
5	PROPERTY VENTURES GROUP, LLC	No	MGR
6	PERSONAL PROTECTION KIT LLC	No	MGR
7	NFT MUSIC CONFERENCE LLC	Yes	MGR
8	NEW WAVE ARTISTS AGENCY LLC	Yes	MGR

Mr. Parini's biography indicates that he has managed an experience-based marketing agency in Miami. Through the agency, Mr. Parini states that he has been able to design, build and manage projects for local and national recognized brands such as WeWork, Uber, Nike, Adobe, Miami Heat, JP Morgan, Miami Open and Itau, Rolling Loud, Florida International University, Bacardi, Macallan, Art Miami and Ultra Music Festival among others.

The application further provides that Mr. Parini was a partner at a container co-working space called 360 Spaces and was responsible for the project management, member programming and marketing strategy for the space. 360 Spaces is located at 360 NE 75th Street, Miami, FL 33138. The website (https://findworkspaces.com/workspaces/360-spaces-coworking-space-florida-miami-33138) states the space offers "multi-faceted spaces" that appear to be located inside a warehouse that utilizes shipping containers for interior private spaces. Miami-Dade County visited the facility on December 14, 2022 and confirmed the space is a warehouse which utilizes shipping containers for interior private office spaces.

After reviewing the biographies and experience submitted by HTC for Mr. Parini, Miami-Dade County is unable to verify Mr. Parini's experience in the development of

real estate or container parks, as additional internet searches and available public information did not garner substantive results. Accordingly, Miami-Dade County is unable to attain Mr. Parini's previous experience in the development of real estate, container parks and joint-project ventures with a governmental entity.

Juan Poleo (General Contractor/Project Manager)

Juan Poleo's biography lists extensive experience completing projects in the construction industry to include residential, commercial, industrial, mixed-use and governmental capital improvement projects.

First-Tier Consultants and Strategic Partner Firms

The application lists the followings organizations as First-Tier Consultants and Strategic Partner Firms:

- Bilzin Sumberg
- Berenblum Busch Architecture
- Bermello Ajamil & Partners
- StanTec
- Giant Containers

Bilzin Sumberg is a commercial law firm based in Miami that has negotiated the agreements on behalf of HTC and is proposed to handle the legal aspects of this project. The company was founded in 1998. According to its website the organization "stands at the center of virtually every major transaction shaping Florida and is at the forefront of the state's most pressing economic issues- from infrastructure, transit and mobility, to affordability and the diversification of the state's economy." Mr. Al Dotson Jr. serves as the organization's managing partner. Jerry B. Proctor is an experienced land use attorney who will assist with zoning, permitting, land use, due diligence and planning, code enforcement, government permitting and land managements. Diana M. Gonzalez has served as a Development Consultant for Jerry Proctor since 2017 and her biography lists decades of consulting services experience in the areas of strategic planning, economic development, project management and facility development for nonprofit, for profit and government clients.

Berenblum Busch Architecture is an architectural design firm that is intended to handle the Architecture, Landscape Design and Engineering of this project. The company was founded in 2010 by Gustavo Berenblum and Claudia Busch, which the application notes have a combined experience of over 40 years. Some of the projects listed in Berenblum and Busch's portfolio include Terminal F Port Miami, FIU Chapman Graduate School of Business, and the Puerto Rican Chamber of Commerce and County Office Building. Gustavo Berenblum is a founding principal with more than 25 years' experience in the field of architecture. Claudia Busch is also a founding principal with more than 25 years' experience in the field of architecture.

Bermello Ajamil & Partners is a global interdisciplinary A/E firm that is intended to handle the Architecture and Civil Engineering for this project. The company was founded in 1939 and has six offices in the United States and one office in Denmark. The application notes that Bermello Ajamil & Partners stands as the largest Hispanic-owned A&E firm in South Florida. Agustin Barrera has 30 years of leadership

experience in the architecture industry. Alfredo Sanchez is a registered architect with more than 45 years of experience in architecture, urban planning and design.

HTC plans to have StanTec serve as the engineering firm that will handle the project studies and civil planning for this project. The Stantec website provides that the company was founded in 1954 and has over 26,000 employees working in over 400 locations across six continents. Stantec is a publicly traded company and trades on the TSX and the NYSE under the symbol STN.

The proposal by HTC indicates that Giant Containers is a global supplier of new, used, and modified shipping containers that will handle the Container Construction for this project. The company was founded in 2007. The application notes that Giant Containers has built the largest container park in North America to date (i.e., on a 2.4 acre site in Toronto known as Stackt Market). The website for Giant Containers (https://giantcontainers.com/projects/homestead-container-market/#project-technical-details) lists the "Homestead Market" as "South Florida's only shipping container market in Homestead, FL. This incredible community space is built with 20', 30' and 40' high cube purpose built modular shipping containers. These containers are built for retail, food and beverage and lounge spaces." As part of due diligence, staff requested but did not receive "a detailed portfolio for Giant Containers identifying the projects that have actually been implemented (i.e., placed and utilized rather than simply constructed for a vendor)…with details of each project, photos of the actual implementation and contact information for verification purposes."

d) Financial Information

A complete proposal in accordance with Implementing Order 8-4 must include an estimate of the costs of construction and operation and the manner in which the requester intends to finance the development, operations and maintenance of the requested property, including proposed sources of funds and revenues. Various partial iterations of this information have been received as the project scope was modified.

A proforma was received on December 1, 2022 which listed HTC's estimated project costs at $28,237,081.00 after adjusting the sale price and allowing for $2,965,000.00 of contributions by operators of the amphitheater, mini golf, and fresh market. The County's Internal Services Department, Facilities and Infrastructure Management Division, conducted a review of the costs estimated to complete the project scope as defined within the agreement. While the County's expertise in development is usually permanent development and not non-permanent development such as container parks, the County estimated that the project could cost $33,612,103.45 (with the same adjustments) to complete the project scope as defined, or $5,375,022.45 more than HTC's proforma. The agreement obligates HTC to expend $12,500,000.00 on capital improvements or pay a liquidated damages penalty of 20% of the difference between the expended cost and the requirement.

On February 28, 2023, a financial plan was submitted by HTC. Cost projections total $34,301,601.00 which includes "multiple years" of operations, without specific details. This amount is $6,064,520.00 more than the proforma submitted in December of 2022. Clarification was requested and HTC noted that the change in project costs were due to the rising costs of labor and materials since originally prepared, as well as market contingencies to account for additional fluctuations in the market.

The financial plan further states: “As currently planned, the project will be funded through equity investment and bank debt financing.” The primary source of funds is “an equity investment of approximately $16M and Centennial Bank debt financing for the development, construction and a revolving line of credit of up to $40M.”

Letters of Interest were requested, as is customary, to ensure that entities contracting with the County have conducted financial due diligence regarding project funding. The two letters listed below were received on February 28th, 2023.

a) Equity Investment: A Letter of Intent in the anticipated project amount of $16M was received from a New Jersey registered entity named Cider Moon Investment Group, LLC. (“CM”). The letter states that the anticipated amount “shall be funded by CM in exchange for a Limited Partnership Interest in HTC.” The letter also states that “Homestead Town Center Investment Partners, LLC will remain responsible for the day-to-day management and control of HTC, as its general partner or managing member. Homestead Town Center Investment partners will own the other 50% interest in HTC as the general partner.” The letter is marked as “non-binding” and is signed by Christopher Mooney, Managing Partner for CM and is dated February 1, 2023. On March 3, 2023, the County requested Articles of Incorporation and an Ownership Disclosure for CM for due diligence purposes. The same has not been received from HTC.

b) HTC submitted a letter on the letterhead of Centennial Bank (“Centennial”) labeled Confidential Letter of Intent to “establish terms and conditions for financing up to $40,000,000.00 for the Homestead Town Center Development.” HTC acknowledged that the County could not protect the document as confidential. The document states “This application does not constitute a commitment to provide financing, but rather establishes a framework within which [Centennial is] willing to work to underwrite the transaction for financing under the aforementioned terms and conditions which do not include each and every condition of the loan. All applications are subject to the approval of the Loan Committee of Centennial Bank.” The application/letter is dated February 23, 2023, and was signed by the applicant, Mr. Ahmand Johnson for HTC. The contact for Centennial Bank is listed as Mr. Fred Venerin, SVP, Senior Commercial Loan Officer for Centennial Bank in West Palm Beach, Florida.

The financial plan further states that “HTC has proactively established a reserve allocation of additional funds from its bank debt financing and/or line of credit, which can be utilized to cover any potential cost overruns. In the event of any shortfalls, HTC will explore additional equity contributions to ensure the project is adequately funded.”

(iii) The ownership composition of the proposed purchaser or tenant:

The manager listed on Sunbiz.org for Homestead Town Center LLC, is Homestead Town Center Investment Partners LLC, a Delaware Limited Liability Company. According to a notarized Ownership Disclosure Affidavit, the ownership composition for Homestead Town Center Investment Partners LLC is illustrated in the chart below:

Full Name	Date of Birth	Address	Interest %
Homestead Town Center			100%

Investment Partners, LLC			
Ahmand R. Johnson*	04/17/1976	10802 SW 53rd Street Cooper City, FL 33328	92%*
Jossua Parini*	10/21/1985	3905 SW 47th Street Fort Lauderdale, FL 33312	8%*

*Percentage indicates percentage ownership interest in Homestead Town Center Investment Partners, LLC, and thus indirect ownership interest in Homestead Town Center, LLC.

(iv) The market value or market rental of the real property, including the appraised value or, if no appraisal has been conducted for land estimated to have a fair market value less than $5,000,000.00, the value set forth in the property appraiser's website (Resolution No. R-333-15):

Two independent appraisals were ordered for a total of 43.84 developable acres within two folio numbers which were originally pursued by HTC for this development. The average of the two appraisals is $25,700,000. Appraisal No 1 was completed by Joseph J. Blake & Associates with a value date of 12/16/21: $23,400,000. Appraisal No. 2 was completed by CBRE with a value date of 1/18/22: $28,000.000.

Market value for HTC's northern 23.85 acre parcel is $13,994,178.06 based on the average of the two appraisals ($25,700,000) equally divided by the total developable 43.8 acres (as defined by the County's Department of Transportation and Public Works legal description), or $586,757.99 per acre.

HTC's proposed purchase price is $12,466,872.00, referencing the property appraiser value.

The difference between the market value as defined above and the proposed purchase price is $1,527,306.06. The developer has committed to expending $1,500,000 on job training programs in conjunction with CareerSource of South Florida for the 121 positions needed to operate the development throughout the term of the agreement which is fifteen (15) years from the date that the initial project construction is completed.

The two appraisals both became over a year old on Jan 18, 2023 and it is possible that the market value has increased similar to other sectors in Miami-Dade County over the past year. The market value for the property (together with the abutting southern 20 acres) was analyzed as if it were a single asset. If the appraisals were to be updated with an allocation to each parcel, it is possible that the market value of the HTC site could be higher than the southern parcel, given a) the passage of time, b) site configuration, and c) the potential negative impacts on the marketability and development potential of the southern parcel due to its irregular configuration and limited accessibility as a stand-alone site. Ultimately, updated appraisals would be necessary to confirm whether, and to what extent, the market value has increased.

(v) With respect to not-for-profit entities seeking to lease County-owned real property, the estimated rent that would be payable in lieu of paying ad valorem taxes on the real property sought to be leased:

Not Applicable

(vi) The identification of the department and the person who will be monitoring compliance with the terms of the lease or deed:

Andrew Schimmel, Assistant Division Chief, Internal Services Department

Should you have any questions, require additional information, or wish to proceed with the responsible entity due diligence on the constituent requesting the property, please Contact Andrew Schimmel, Assistant Division Chief, Internal Services Department, at 305-375-2308.

Attachment A: ISD Real Estate Development Division Conveyance Due Diligence Checklist
Attachment B: Office of Inspector General Memorandum dated February 6, 2023
Attachment C: HTC response to OIG Memorandum dated April 3, 2023

c: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County Attorney
Office of the Mayor Senior Staff
Alex Muñoz, Director, Internal Services Department
Yinka Majekodunmi, Commission Auditor
Felix Jimenez, Inspector General

REDD Conveyance Due Diligence Checklist

Applicant (Entity/Primary Principal): Homestead Town Center LLC. / Ahmand R. Johnson, Jossua Parini

Folio: 30-7902-000-0040

Property Address: West Side of SW 127 Avenue between SW 280 Street and Biscayne Drive

Is the Disclosure Affidavit signed? ☒ Yes ☐ No
(if "Yes" provide a copy)

Is the entity active on Sunbiz.org? ☒ Yes ☐ No
(If "Yes" or "No" provide a copy of the status.)

Does the company have subsidiaries?
(if "Yes" search for their status of Sunbiz) ☒Yes ☐ No

List names of entities: Homestead Town Center Investments Partners (Delaware Limited Liability Company)

List names of principals: Ahmand R. Johnson and Jossua Parini

Are there Code Enforcement Violations? ☐Yes ☒No
(If "Yes" provide a copy of satisfaction of violations and/or copy of code violation search)

Is the Company, affiliates, or principals in the:

- **Debarment List** ☐Yes ☒No
- **Delinquent Contractors** ☐Yes ☒No
- **Florida Suspended Contractors** ☐Yes ☒No
- **Scrutinized Companies** ☐Yes ☒No
- **Scrutinized Companies that boycott Israel** ☐Yes ☒No
- **System for Award Management** ☐Yes ☒No
- **Department of Justice** ☐Yes ☒No
- **Clerk of Court Official Record Search** ☐Yes ☒No
- **Clerk of Court Civil Search** ☐Yes ☒No

(If "Yes" attach proof of debarment and list names which have been debarred.): _____

Check Legistar for past conveyances with Entities and Principals:
Is the previous conveyance performing or in default? ☐Performing ☐Default
(Provide list of past conveyance resolutions and a brief statement explaining why it is in default and attach Legistar search as reference)

Unable to find past conveyance as to the applicant, its principals or any of the entities in which the principals have an interest on Sunbiz.

Has an internet search been performed on the company and principals? ☒Yes ☐ No

Do concerning publications appear on internet search? ☐ Yes ☒ No
(If "Yes" provide brief description and documentation)

Memorandum

Miami-Dade County Office of the Inspector General
A State of Florida Commission on Law Enforcement Accredited Agency
601 NW 1st Court ◆ South Tower, 22nd Floor ◆ Miami, Florida 33136
Phone: (305) 375-1946 ◆ Fax: (305) 579-2656
Visit our website at: www.miamidadeig.org

To: The Honorable Daniella Levine Cava, Mayor, Miami-Dade County
The Honorable Oliver G. Gilbert, III, Chairman,
and Members of the Board of County Commissioners

From: Felix Jimenez, Inspector General

Date: February 6, 2023

Subject: Potential Add-On Agenda Item to the Board of County Commissioners Meeting, February 7, 2023 – Proposed Sale and Purchase of 23.85 Acres of County Land to Homestead Town Center, LLC; IG 22-0004-O

INTRODUCTION

The Office of the Inspector General (OIG) is aware there is the potential for an Add-On item to the Board of County Commissioners' (BCC) Meeting of February 07, 2023, regarding the sale of 23.85 acres of real property located at the southwest corner of the intersection of SW 280th Street and SW 127th Avenue. The item proposes to sell the parcel to Homestead Town Center, LLC (HTC) for $12,466,872. In the event the item is not added to the BCC's agenda, this memorandum will also serve as an update on the status of negotiations (or of the sale of the property).

This proposed sale is a non-competitive conveyance, which is authorized by Florida Statutes Section 125.045. The County's Guidelines and Procedures for the Sale, Lease, and Conveyance of County Real Property is codified in Implementing Order (IO) 8-4. If presented, the item will require a waiver of IO 8-4 as certain requirements of the IO have yet to be completed.

The proposed conveyance is sponsored by District 9, as the parcel of land is located in that district. This conveyance is intended to inject and stimulate economic development activities through the creation of an entertainment district, consisting of a container park and associated recreational facilities. The subject parcel is a portion of a much larger parcel that is located adjacent to the Homestead Air Reserve Base and was conveyed to the County by the United States Air Force (USAF) in 2004. There are several deed restrictions contained in the conveyance from the USAF that limit the use of the land.

The OIG has been monitoring the negotiations between the County and HTC since February 2022. Since that time, the OIG has attended several negotiation meetings, reviewed documents provided by the County and HTC, and conducted our own open-source research. Pursuant to our enabling authority under the Code of Miami-Dade

County, we take this opportunity to share our observations regarding the negotiations and the proposed transaction.[1]

Following a brief background, the remainder of this memorandum will provide the OIG's observations and comments regarding the proposed land sale, in the following areas:

- The Permit Agreement
- Declaration of Restrictions
- Implementing Order 8-4

BACKGROUND

The proposed sale of the land to HTC for a container park project was first listed on the Agenda (Item 2B) for the November 8, 2021, Recreation and Culture Committee. The committee meeting was cancelled due to a lack of quorum, and the item was advanced to the BCC meeting (Item 11A11) of December 1, 2021. It was, however, withdrawn prior to the meeting.

Learning of the District 9 sponsored land sale, the County's Office of Economic Development (OED) in the Regulatory and Economic Resources Department (RER) prepared a memorandum providing its analysis and evaluation of the proposal. The OED memorandum, dated January 18, 2022, laid out a number of concerns.[2]

On January 19, 2022, the BCC adopted Resolution R-61-22 (Agenda Item 11A5 Substitute) that in brief, directed the County Mayor or County Mayor's Designee to effectuate an economic development conveyance to HTC for two parcels of vacant land totaling approximately 47 gross acres. The land would be used to further job creation in entertainment, commercial, and light industrial uses and shall not be used by the County as a transit bus maintenance and repair depot.

On January 29, 2022, the Mayor, under the provisions of Section 2.02.D of the Miami-Dade County Home Rule Charter, vetoed R-61-66. The Mayor's veto message provides several reasons for her veto, however, the two main points involved the expressed prohibition against using the land within the portfolio for the County's transit needs and that the best return on public assets being maximized to achieve economic

[1] Section 2-1076(d)(4) of the Code of Miami-Dade County states: "The [OIG] shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Any review of a proposed project or program shall be performed in such a manner as to assist the Board of County Commissioners in determining whether the project or program is the most feasible solution to a particular need or problem. . . "

[2] Even though the evaluation was of Legislative File No. 220014, which was subsequently vetoed by the Mayor, many of the concerns identified by OED still resonate with the current proposed conveyance as it stands today.

development benefits would be gained through a competitive, transparent process rather than a no-bid conveyance.

On February 1, 2022, the BCC considered an override of the Mayor's veto (Agenda Item 2A1). They discussed both the importance and need for economic development activities in the South Dade area and that any such plans should not adversely impact the advancement of the SMART Plan, specifically, the South Dade Transitway that will utilize new 60-foot, level boarding, electric buses. During the discussion, the Mayor stated her willingness and intent to "start from scratch with a clean slate" to discuss the project with the understanding that sufficient acreage (20 acres) will be used for transit purposes. Following this discussion, a motion to overturn the Mayor's veto failed.

PERMIT AGREEMENT

The first negotiation meeting with HTC took place on February 14, 2022. Attended by the OIG, HTC expressed its desire to have a container park, with food services and entertainment facilities, fully operational in time for the October 2022 NASCAR event at the Homestead-Miami Speedway. Thus, in order to accomplish readiness by October 2022, and to pursue the purchase of the property, a two-phase approach was agreed to between County staff and HTC. Phase 1 involved agreeing to a Permit Agreement to facilitate temporary use (45 days) of the property in time for the October NASCAR event; Phase 2 was the concurrent negotiations for the sale and purchase of the land.

During the summer months, when asked, HTC verbally assured the County that there was still time to have the container park ready for the October NASCAR event. However, no site preparations were underway. The Permit Agreement was executed on September 14, 2022; no facilities of any kind were installed for the October NASCAR event.

With regards to HTC's performance under the Permit Agreement, the OIG observed that:

- Between September 2022 to January 2023, HTC was late in remitting four of five monthly rent payments and, as a result, incurred late payment fees.
  - Rent payments are currently up to date.

- Despite monthly requests and numerous reminders, HTC failed to provide the County with the required Certificates of Insurance pursuant to the Permit Agreement. These certificates were required on Day 1 of the Permit Agreement.
  - Insurance accords were just provided on February 1, 2023.[3]

- For the intended NASCAR event, HTC submitted an incomplete application for a temporary business permit to RER. As such, it was not eligible to be

[3] Insurance accords are binding quotes for insurance. The policy is not executed until payment is issued. Accords are not evidence of an existing policy.

processed. Moreover, the earliest date a signature was notarized on the application was October 28, 2022—well after the NASCAR event in mid-October.

- While HTC has stated its intention to have the container park operational in time for the Air Show at the Homestead Air Reserve Base, which is scheduled for April 1-2, 2023, an application for a new temporary business permit has not been submitted. This event is a mere seven weeks away. There has been no preparation work at the site and no containers have been delivered even though the permit agreement was executed almost five months ago.

DECLARATION OF RESTRICTIONS

The proposed Sale and Purchase Agreement to HTC contains a Declaration of Restrictions (DoR). This is due to the fact that the conveyance of the subject property from the USAF to Miami-Dade County is encumbered with certain deed restrictions.[4] In addition, the County has placed its own deed restrictions to ensure the property is used for economic development, i.e., a container park and entertainment district as proposed.

When the County received the property in 2004, the property was encumbered by a restriction that strongly disfavors residential development. The property is to be used for economic development, which in turn equates with permanent job creation. To place a residential development on the property, the property owner must seek a waiver of the encumbrance from the USAF. The County does not have the ability to waive that restriction.

The DoR from Miami Dade County has a term of 15 years from the effective date.[5] Upon the expiration of this 15-year period, HTC would no longer be subject to these specific requirements. However, within this period, there are certain defined milestone dates that must be met, such as:

- Commencement Deadline – on or before 18 months from the effective date, HTC must, among other things, commence construction. (Section 3.1)
- Completion Deadline – on or before 36 months from the effective date, HTC shall substantially complete the required improvements. (Section 3.2)
    - Within 30 days of Completion Deadline, HTC shall invest and expend no less than $12 million. (Section 3.3)
    - No later than 6 months after Completion Deadline, the project must be opened to the public and commence operations with no less than 90% occupancy of all containers. (Section 3.5)

[4] See BCC Resolution No. R-909-04 regarding Economic Development Conveyance Agreement for the transfer of surplus property at the former Homestead Air Force Base.
[5] The effective date is the date the deed and DoR is recorded in the public records of Miami-Dade County.

Failure to satisfy these deadlines would result in the property reverting back to the County.

While these economic development milestones would ensure the initial viability of the project, there are other provisions in Section 2.4 that have the potential to change the original and approved concept of the project.

- If HTC is in full compliance with all other terms and conditions, any time after four years from the date of Substantial Completion, HTC may modify the initial development concept with only approval from the Mayor or Mayor's designee. The review and approval of the BCC is not required. (Section 2.4)
    - No less than 12.2 acres must continue to be used for a container park. (Section 2.4(a))
    - The remaining 11.65 acres would be available for any other use ancillary to the container park. (Section 2.4(b))

- HTC may petition the BCC, at any time prior to the expiration of 15 years, to modify the DoR, "including but not limited to, changing or expanding the Permitted Uses, which shall only be approved in the sole discretion of the Board and, with respect to residential purposes and housing, shall also require the binding approval of the United States of America pursuant to the Federal Contracts." (Section 2.4(c) – last paragraph)

An updated proposal provided by HTC in October 2022 presented Phase II of the project as consisting of "Mixed-Use development incorporating commercial and residential (between 775 and 1,200 units) to maximize greatest land usage." Based on this updated proposal, the BCC and County administration should expect a petition from HTC to seek a modification pursuant to Section 2.4 and waiver from the federal government.

The OIG also notes that in the same updated October 2022 proposal, HTC stated that it "has modeled Phase I (Temporary Container Park) as a lost leader [sic] and projects [that it] will not be able to recoup the principal investment of $5.89 million unless absorbed into the multi-phase development." As such, it is unclear how long HTC intends to operate a container park and entertainment district.

IO 8-4 – GUIDELINES AND PROCEDURES FOR THE SALE, LEASE, AND CONVEYANCE OF COUNTY REAL PROPERTY

On January 12, 2022, the Chairman's Council of Policy considered an item to rescind Implementing Order IO 8-4 and to adopt a new and revised Implementing Order IO 8-4 pertaining to guidelines and procedures for the sale or lease of county-owned real property. During that meeting, a number of amendments were made among which was a new requirement that "The Commission Auditor shall independently and simultaneously review and comment on the proposed leasing and conveyance of

County property prior to the submission of an agenda item or agenda items to the Board. No agenda item shall be placed on an agenda of the Board without the foregoing reviews by the County Mayor or Mayor's designee, subject to the exception set forth herein, and the Commission Auditor."

On February 1, 2022, the BCC considered this item and after additional amendments adopted Resolution R-129-22 to effectuate the new IO 8-4. The new IO also makes clear that Commissioners may sponsor items for the sale or lease of County-owned property, and that it is County staff's responsibility to negotiate the final proposed contract, conduct the required due diligence, and verify ownership composition of the requesting party.

In an attempt to expedite compliance with the IO 8-4 provision requiring the Commission Auditor's review, draft copies of the Purchase and Sale Agreement and the Declaration of Restrictions were sent to him on Friday, February 3, 2023, at 12:12pm with a request to review. It is noted that, in this unusual move, these documents have not yet been accepted or executed by HTC.

With respect to completing the due diligence on financial responsibility, as required by IO 8-4, RER staff has advised the OIG that, despite repeated requests throughout negotiations, most recently on January 31, 2023, and again on February 2, 2023, HTC has not provided the County with documentation regarding:

- A detailed description of the plan to finance the Project to include the manner in which HTC intends to finance the acquisition of property, development, operations and maintenance in accordance with the Declaration of Restrictions.

- A Financing Letter of Intent from a financial institution which provides funding for the entire project scope to include acquisition costs and capital investment in accordance with the requirements of the Declaration of Restrictions.

The OIG is aware that IO 8-4 provides that the requesting Commissioner may request a waiver of these requirements. However, the OIG encourages the BCC to follow its own rules by complying with the requirements of IO 8-4, especially since they were recently amended to ensure a more comprehensive and transparent process.

Regarding ownership, IO 8-4 states in part that "It is further the policy of this County that it desires to contract to sell, lease or dispose of County-owned real property to responsible entities, and to know the ownership composition of all entities to whom it contracts to sell, lease or dispose of County-owned real property." It continues with the definition that "The term 'ownership composition' as used in this Implementing Order means the identification of all persons with an ownership interest in such entity in excess of five percent."

To fulfil this requirement, the County requires that a notarized "Ownership Disclosure Affidavit"[6] be provided by the proposed purchaser that would identify all owners having more than five percent interest. In addition, as part of its due diligence, County staff also reviews other open-data sources, such as Florida's Department of State, Division of Corporations' Sunbiz web page to verify this information.

The OIG review of various documents submitted by HTC and research of other open-source databases reveals a changing ownership composition as outlined in OIG Schedule A. We observe that in HTC's Project Proposals various individuals are listed as Partners which typically indicates some type of ownership interest. However, in the course of a little over one year, many of the partners listed in the earlier proposals no longer appear in the latest version.

The OIG also observes that HTC is a Florida LLC and its Manager is, itself, another LLC—Homestead Town Center Investment Partners, LLC (HTCIP)—but the Managing LLC is not registered in Florida. HTCIP is a Delaware LLC, and HTC has not provided County staff with copies of its Articles of Incorporation and other records filed in Delaware.[7] Florida law requires all entities doing business in the State to be registered with the Division of Corporations.

Last, while the Sale and Purchase Agreement requires BCC prior approval on HTC's ability to assign the contract to another entity, it does not place any pre-conditions on the HTC membership composition. In other words, HTC's members may sell all of their equity to other individuals without knowledge or prior consent of the BCC. The OIG believes that similarly requiring the BCC's approval prior to any changes involving more than 20% of ownership shares would be in the best interest of the County.

In closing, the OIG notes that IO 8-4 was only amended one year ago. It provides enhanced due diligence and independent review by the Commission Auditor. The BCC's updated procedures serve to standardize the process for conveying County-owned land and to protect the interest of county residents. At only a year old, these procedures have barely been implemented. As there is no urgency for this conveyance, and especially because it involves such a large tract of vacant land, the OIG believes it is imperative that IO 8-4 be followed. This matter should not be considered by the BCC, until RER, the Internal Services Department (ISD), and the Commission Auditor have received all requested documentation and have had sufficient time to perform their reviews.

[6] The Ownership Disclosure Affidavit requires only that the Affiant's name and signature be notarized.
[7] The OIG did receive a copy of a Limited Liability Company Agreement dated November 29, 2022. Section 3.04 of the Agreement identified a Mr. Herbert Battle as the Manager of the Company (HTCIP). Mr. Battle has not been identified on any of the other ownership affidavits executed by HTC, nor is he identified as a Member of HTCIP. See OIG Schedule A for further details.

The OIG wishes to express its appreciation and thanks representatives of the Office of the Mayor, RER, ISD, County Attorney's Office, and Homestead Town Center, LLC for the courtesies extended.

Attachment – OIG Schedule A

Cc: Geri Bonzon-Keenan, County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
Edward Marquez, Chief Financial Officer
Jimmy Morales, Chief Operations Officer
Lourdes Gomez, Director, Regulatory and Economic Resources Department
Alex Muñoz, Director, Internal Services Department
Cathy Jackson, Director, Audit and Management Services Department
Yinka Majekodunmi, Commission Auditor, Office of the Commission Auditor
Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
Homestead Town Center, LLC

Schedule A
Homestead Town Center, LLC
Homestead Town Center Investment Partners, LLC

Ownership Information Compiled by The Miami-Dade County Office of the Inspector General

	Ahmand Johnson	Jossua Parini	Yrene Tamayo	Joanne Broders	Timothy Dunlap	Kaven Jean-Charles	Dylan Parker	HTCIP	Herbert Battle	Northwest Registered Agent	Harvard Business Services
Homestead Town Center, LLC											
Project Proposal											
Original	ⓧ	ⓧ	ⓧ	ⓧ	ⓧ						
Update, 10/14/22	ⓧ	ⓧ	ⓧ								
Update, 01/04/23	ⓧ	ⓧ									
State of Florida, Sunbiz											
Articles of Organization, 10/07/21											
Manager								ⓧ			
Registered Agent							ⓧ				
Authorized Representative						ⓧ					
Annual Report, 03/15/22											
Manager								ⓧ		ⓧ	
Registered Agent									ⓧ		
Authorized Representative	ⓧ										
Ownership Disclosure Affidavit											
10/14/22	84%	8%	8%								
11/29/22	92%	8%									
Homestead Town Center Investment Partners, LLC (HTCIP)											
State of Delaware											
LLC Registration, 10/04/21											
Registered Agent											ⓧ
LLC Agreement, 11/29/22											
Manager	ⓧ								ⓧ		
Members	92%	8%									
Ownership Disclosure Affidavit											
11/29/22	92%	8%									

Sources of Information

HTC: Project Proposals, Ownership Disclosure Affidavits, Limited Liability Company Agreement
Florida Sunbiz: Articles of Organization, Annual Reports | State of Delaware, Division of Corporations

Bilzin Sumberg

Albert E. Dotson, Jr.
Telephone: 305-350-2411
Fax 305-351-2217
adotson@bilzin.com

April 3, 2023

The Honorable Oliver G. Gilbert III
Chairman
Miami-Dade County Board of County Commissioners
Stephen P. Clark Center
111 NW First Street, Suite 220
Miami, FL 33128

Re: Response to Inspector General Memorandum dated February 6, 2023, involving IG 22-004-0 Proposed Sale and Purchase of 23. 85 Acres of County Land to Homestead Town Center, LLC

Dear Chairman Gilbert:

This firm represents Homestead Town Center, LLC ("HTC"), regarding the purchase of 23.85 Acres of vacant County-owned land located in County Commission District 9 for the development of a container park (the "Proposed Transaction"). We are writing simply to correct the biased memorandum issued by the Office of Inspector General ("OIG") on February 6, 2023 ("Memorandum"). Interestingly, the Memorandum, with all of its errors, was "dropped" on the eve of the February 7, 2023, Board of County Commissioners ("BCC") meeting. The OIG thought that the item would be on that agenda, an apparent attempt at influencing the process in the eleventh hour. But, the OIG miscalculated.

As you know, the Proposed Transaction was not placed on the February 7 meeting. However, since the Proposed Transaction is anticipated to be before the BCC soon and in light of the tone that the OIG has taken, this response is required. HTC has chosen not to match the OIG's tone but must be very pointed to demonstrate the seriousness of HTC's concern with the OIG's actions.

To be clear, HTC proposes a business transaction with the County to create jobs and activate South Dade's economy. As a Black-owned Miami-Dade County business and taxpayer, HTC expects to be treated with respect. As such, HTC categorically rejects the treatment it has received from the OIG's office.

Not content with just springing a Memorandum on the BCC plagued with unfounded conclusions and accusations without giving HTC a proper opportunity to clarify, the OIG had one of its representatives, Mr. Peter Liu, try to confront a team member of HTC at 7 a.m. at his private residence—and without providing notice to HTC counsel—to question him about the Proposed Transaction. Mr. Liu then ambushed the same team member at his place of employment, embarrassing him in front of his colleagues. And, we have video of Mr. Liu's initial attempt. This

is not Mr. Liu's first effort to unduly influence a procurement process.[1] Since then, the OIG has requested to meet with HTC representatives—this time inviting counsel. However, based on the OIG's conduct, we are sure that you can understand HTC's reasonable reluctance to cooperate with what, from HTC's perspective, more closely resembled a criminal prosecution (without being guilty of a crime) rather than an impartial investigation to inform the County and its stakeholders about the merits of a business transaction.

For many months, HTC has worked in good faith to negotiate a Purchase and Sale Agreement ("PSA") and Declarations of Restrictions document (collectively "Project Documents") that meet all of the requirements in ("IO") 8-4. The process has been open and transparent, and HTC has collaborated with the County every step of the way. The OIG has been an abnormal part of the negotiating team.

The statements in the Memorandum are so divorced from the truth and devoid of legal foundation that one must wonder whether they resulted either from the OIG racing to obstruct the Proposed Transaction or from a lack of subject matter expertise necessary to make a reliable assessment, or something possibly more concerning. Either explanation for the inaccuracies in the Memorandum should be cause for alarm and concern. The function of the OIG's office is to identify fraud, waste, and abuse—not sabotage a transaction based on whether the OIG "likes" it or not. The Administration and the BCC are the arbiters of what is in the County's best interest. The Proposed Transaction has been thoroughly negotiated according to a BCC directive. The OIG has inserted itself to take over the functions of the County's Real Estate Division to determine and negotiate the terms of the Proposed Transaction through tactics never-before-seen in a real estate transaction.

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[1] The OIG's actions are in fact, not the first time that Mr. Liu and the OIG's office abused their authority to influence the outcome of a County transaction by engaging in behavior that has been deemed "threatening" and "highly inappropriate." On March 18, 2014, for example, the BCC addressed Mr. Liu's inappropriate interjection into a County solicitation process. After considering the issue, the BCC was compelled to reject all bids based on Mr. Liu's behavior. The solicitation involved a security guard services contract where during an Evaluation/Negotiation meeting, Mr. Liu stepped outside his role of an observer and made comments during the meeting to dissuade the members of the Committee from recommending their selected proposer. Mr. Liu interrupted the meeting to discuss a confidential settlement agreement between the County and the Proposer and implied that the Mayor would not approve the Committee's recommendation. *See generally*, Recording of Miami-Dade Board of County Commissioners, at 3:3:00 – 4:40:00. (March 18, 2014); available at https://miamidade.granicus.com/player/clip/2902?view_id=3&redirect=true&h=99b2527e88b06ab848c9e5e3d5e514c [hereinafter BCC Recording]. Former Commissioner Audrey Edmonson found that Mr. Liu's comments provided "somewhat of an undertone of a threat." *See* BCC Recording, at 3:32:00. Former Commissioner Linda Bell also found that Mr. Liu's comments were "*egregious*" because he spoke about a settlement agreement that precluded the parties from talking about it. *See id.*, at 04:17:00. Moreover, in the opinion of the Hearing Examiner who reviewed the matter, the Hearing Examiner opined that Mr. Liu's statement was "*highly inappropriate and even improper.*" G4S Security Solutions USA, Inc., RFP No. 864, Security Guard Services for Miami-Dade Transit, ¶ 18 (Miami-Dade Cnty. December 24, 2013) (Hon. Loree Schwartz)(Exhibit A). At the conclusion of the BCC meeting, the BCC concluded that the process had been tainted by Mr. Liu's comments and resolved to reject all bids. *See BCC Recording*, at 04:07:00; Minutes of the Miami-Dade Board of County Commissioners, Item 8F1 (Mar. 18, 2014); https://www.miamidade.gov/govaction/commminute.asp?cmbmeetdate=3495&file=true.

As explained in detail in this letter, contrary to the inferences in the Memorandum, the Proposed Transaction will be included in the BCC agenda after meeting all the requirements in IO 8-4. The waiver that the OIG proclaims is required, therefore, is not necessary. Even if required, a waiver would align with what has been customary for the County's economic development conveyances ("EDC"). We see no reason for HTC to be treated differently.

The Proposed Transaction complies with the deed restrictions resulting from the conveyance of the property from the United States Air Force Real Property Agency ("USAF") and includes adequate safeguards that protect the County regarding any potential changes in the Permitted Uses of the property. The BCC and the federal government have sole control over any such approvals. Third, HTC has diligently worked on implementing the project contemplated under the Permit Agreement.

Further, the transfer of ownership and team composition restrictions that the OIG requested in the past few weeks are not included in any of the Project Documents recently negotiated by the County for other EDCs. Why is the OIG apparently attempting to sabotage THIS deal? HTC has accepted every reasonable request from the County. However, it will not accept discriminatory clauses that only serve to hamper the successful completion of the project.

HTC is not sure what's going on but attempting a "crack-of-dawn" confrontation at private residences, providing an error-laden and legally-incorrect direction to the BCC, interfering aggressively in County negotiations and discussions with HTC, springing a Memorandum replete with unsubstantiated innuendoes, and attempting to impose heretofore never-imposed restrictions that are clearly commercially unreasonable, all beg the question, *what is really driving the OIG's conduct*?

HTC recognizes that calling out the OIG may cause the OIG to retaliate against HTC. HTC realizes that exposing Mr. Liu's conduct may lead to retribution against HTC and its team. However, HTC remains confident that the Administration and the BCC will ensure equal and equitable, not selective and intrusive, application of County rules and regulations.

I. HTC and the County Administration complied with the requirements of Implementing Order 8-4.

The OIG Memorandum states that HTC did not provide the documentation requested by the County's RER staff to conduct a due diligence review of HTC's financial responsibility. The documentation referenced in the Memorandum consists of (a) the financing plan for the project and; (b) a letter of intent from a financial institution to provide funding for the project. However, the OIG hastily presented its conclusions to the BCC without acknowledging that HTC has been collaborating with the County to provide the requested information, and in fact had been diligently working with its investors and lenders to prepare the information. The documents were not provided at the time of the Memorandum because HTC was still negotiating the PSA with the County. A critical fact that the OIG conveniently ignored. As is customary, the lenders requested the terms of the final PSA before providing a letter of intent. As of the date of this letter, HTC has already provided the requested information to the County, evidencing its ability to fund both the acquisition of the property and the construction of the required development, thereby meeting the requirements of the IO 8-4.

The OIG also includes several observations regarding the "changing ownership composition" as outlined in OIG Schedule A. Schedule A is titled "Ownership Information Compiled by the Miami-Dade County Office of the Inspector General." The observations in Schedule A are misleading and, as explained below, fail to demonstrate an understanding of well-known principles of corporate law. The Memorandum is unclear regarding how they relate to HTC's compliance with IO 8-4. Again, a bold observation attempting to raise the specter of something nefarious, and, of course, there's no there there.

First, the ownership information in Schedule A of the OIG Memorandum is misleading and inaccurate. For example, Schedule A implies that according to the Articles of Organization filed with the Florida Department of State on October 7, 2021, Kaven Jean-Charles, Dylan Parker, and Northwest Registered Agent, LLC, are listed owners of HTC. The plain language in the Articles of Organization cited by the OIG, and included here as Exhibit B, shows that such is not the case. Dylan Parker is only signing on behalf of the registered agent, Northwest Registered Agent, LLC, and Kaven Jean-Charles is simply signing as the authorized representative. Neither is an owner of HTC. The OIG is just wrong.

The role of the registered agent for a limited liability corporation is not only common knowledge but is also provided in Section 605.0113, Florida Statutes. According to the statute, the duty of the registered agent is to "f*orward to the limited liability company [...] a process, notice, or demand pertaining to the company [...] which is served on the agent.*" Therefore, being listed in the Articles of Organization, as a registered agent does not imply an ownership interest in the entity.

Schedule A of the OIG Memorandum has the same error in its analysis of the limited liability registration for Homestead Town Center Investment Partners, LLC ("HTCIP"). Schedule A includes Harvard Business Services in the ownership analysis, yet Harvard Business Services is the registered agent only. Section 18-104 of the Delaware Limited Liability Company Act provides a description similar to the Florida Statutes regarding the role of a registered agent for a company.

The OIG Memorandum's portrayal of Kaven Jean-Charles (who was the unfortunate receiver of the OIG's unannounced attempted confrontation at the first light of dawn) as an owner is also incorrect. According to the Articles of Organization for HTC, Kaven Jean-Charles is signing as the authorized representative. According to Section 605.0102, Florida Statutes, in the case of a formation of a limited liability company, the "Authorized Representative" is defined as "*a person authorized by a prospective member of the limited liability company to form the company by executing and filing its articles of organization with the department.*" § 605.0102, Fla. Stat. Therefore, being listed as an authorized representative of the company in the Articles of Organization does not imply an ownership interest in the company. On the contrary, it means that the person listed as the authorized representative is different from the persons or entities that will become company members. Mr. Jean-Charles does not have an ownership interest in the company.

Schedule A of the OIG Memorandum also shows a person named Herbert Battle listed as the Registered Agent in HTC's Annual Report dated March 15, 2022, included here as Exhibit C. The Report, however, does not show anyone by the name of Herbert Battle.[2]

Next, the OIG Memorandum makes an inaccurate and unsupported legal conclusion regarding the registration requirements of the entity acting as the managing member of HTC. The Memorandum noted that HTCIP, the Managing Member of HTC, is not a Florida-registered entity. Then, without providing any legal support, the OIG jumped to the conclusion that HTCIP must be registered in Florida to comply with Florida law. This again is just wrong. According to Section 607.1501, Florida Statutes, owning and controlling a subsidiary corporation or limited liability formed in Florida does not constitute "transacting business" within the meaning of the statute regulating the authority of foreign corporations to transact business in Florida. HTCIP and HTC are two separate legal entities. HTCIP has an ownership interest in HTC. HTC, a Florida limited liability company, is the entity doing business in Florida.

Therefore, based on Section 607.1501, Florida Statutes, HTCIP does not need to be registered in Florida. Despite the assertions in the Memorandum lacking any legal merit, in a continued effort to accommodate the requests of the County stakeholders, and because it is a simple task, HTCIP has registered to do business in Florida.

Lastly, HTC is perplexed by the observations in the OIG Memorandum regarding the changes in the partners listed in the initial proposal submitted to the County in late 2021 and the updated Proposal dated January 4, 2023, which is the product of months of feedback from the County and corresponding enhancements to HTC's business plan. The application under IO 8-4 that is being submitted to the County is based on the Proposal submitted on January 4, 2023, and subsequent negotiations to the County reflected in the PSA and Declaration of Restrictions. There is no restriction on the number of applications or updates that may be submitted to the County under IO 8-4, and again, the OIG Memorandum fails to cite any legal support for its criticism. Nevertheless, the majority interest owners have remained the same throughout the process, and any changes and enhancements over the course of negotiations with the County's professional staff reflect HTC's commitment to providing the County with the best and highest qualified team members who are best fit for the Project.

In sum, the Memorandum raises numerous unfounded issues and negative observations to conclude that the Proposed Transaction requires a waiver of IO 8-4. HTC has complied with all of the requests made by the County to comply with the requirements of IO 8-4. The level of scrutiny for the Proposed Transaction, which can be more accurately described as nitpicking, has been beyond that of similar EDCs by the County. Nearly all of the County's past EDCs have been approved with an express waiver of IO 8-4, and IO 8-4 has even been waived on a number of

[2] It was brought to our attention that the Limited Liability Agreement for HTCIP inadvertently referred to Herbert Battle as the Manager in one of the clauses. The reference to a Herbert Battle was an obvious scrivener's error. The Agreement correctly identified Ahmand Johnson as the Manager in the definition of Manager in Section 10.01(k) and in Section 3.01. The drafter of the Agreement used a form of Agreement in which a Herbert Battle was identified as the manager and the drafter inadvertently neglected to change the one remaining reference to a Herbert Battle in Section 3.04, which was the sole reference to Herbert Battle in the Agreement that was filed for HTCIP. An affidavit dated February 13, 2023, was submitted to the County to clarify, and HTCIP amended its operating agreement to correct the scrivener's error.

occasions since it was most recently amended in 2022.[3] Clearly, the OIG's early morning intrusions and misrepresentations of the facts and the law are driven by something. HTC just wonders what that is. In any event, if the OIG is going to make allegations and draw legal conclusions, they should at least be accurate and well supported by the law.

II. The Proposed Transaction complies with the deed restrictions resulting from the conveyance of the property from the United States Air Force Real Property Agency ("USAF") and includes adequate safeguards.

The OIG Memorandum references the provisions in Section 2.4 of the Declaration of Restrictions as having the potential to change the original and approved concept of the Project. The Memorandum speculates that the provisions will lead to HTC, at some point in the future, requesting the addition of residential development. Here, the OIG professes clairvoyance. The Memorandum suggests such a request would violate the deed restrictions in the USAF Economic Development Agreement ("USAF Agreement"). The concerns raised in the Memorandum exaggerate the scope of the amendments allowed under Section 2.4, are purely speculative, overlook the safeguards included in Section 2.4 that benefit the County, and lack any support from the terms of the USAF Agreement or how the U.S. military has applied the use restrictions in similar agreements around the country. As demonstrated below and, notwithstanding the OIG's prognostication, there is an established process and the BCC has legal authority to determine future uses—not the OIG and, quite frankly not HTC.

First, Section 2.4 only allows for ancillary and compatible additions to the permitted uses and development concept detailed in Section 2.1 (the "South Dade Entertainment District") under the Mayor's authority—not an overhaul of the development concept. Under the Declaration of Restrictions, the Mayor or the Mayor's designee have the authority to approve any changes in the development concept but only after the fourth year from the date of Substantial Completion and provided that more than 50% of the property continues to be used for a South Dade Entertainment District. According to Section 2.4(b), the development of the remaining portion of the land must be used for uses ancillary to the South Dade Entertainment District, such as ancillary brick-and-mortar entertainment and retail facilities that enhance the overall economic development project—more economic development, not less, and no changes to the character of the project.

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[3] County Administrative Order 8-4 was converted to IO 8-4 under Resolution R-419-20, adopted on May 5, 2020. The IO was most recently amended under Resolution R-129-22, which was adopted on February 1, 2022. The County has repeatedly waived the requirements of AO 8-4/IO 8-4 to approve economic developments over the years even when the requirements of the IO were not as stringent as they are today. A few examples include conveyances to SunCap Property Group, LLC (R-512-15); Virgin Trains USA LLC (now Brightline Trains Florida LLC) (R-1115-19); Miami-Dade Steel, LLC (R-525-19); NKMIA, LLC (R-1071-14); Miami Properties, LLC (R-567-17); and International Atlantic, LLC (R-255-15). Although not economic development conveyances, since the updated IO 8-4, the County has waved the provisions of the IO for several projects subject to the IO, including Casa Familia, Inc.(R-20-23) and MagicWaste Youth Foundation, Inc. (R-831-22). The waivers acknowledge that while substantial compliance with the County's process in Section IO 8-4 is desired, each Project is unique. Based on the treatment of IO 8-4 for other projects, it appears that the County prioritizes the execution of economic development projects over the minutia in the process that often causes delays and threatens the viability of the Project.

Second, Section 2.4(c) gives the BCC the authority to change or expand the Permitted Uses. Two important safeguards under this provision are overlooked in the Memorandum. First, the approval of any changes to the Permitted Uses is at the *BCC's sole discretion.* Second, to protect the County from any implications regarding the deed restrictions in the USAF Agreement, any BCC approval of residential uses would be contingent on the binding approval of the federal government. Based on the above, any future residential use would depend solely on the approvals of the BCC and the federal government. As the Proposed Transaction stands today, residential uses are not permitted, nor included in the Project Documents.

Even if future residential development were contemplated, the OIG's concerns regarding such types of uses are misplaced and overstated.[4] The USAF Agreement only discourages residential development because it tends to produce only temporary jobs, whereas the USAF Agreement prioritizes permanent jobs. In the agenda item for the approval of the USAF Agreement, the County explains:

> 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.

See Memorandum from Office of the County Manager to the BCC, 1C (July 13, 2004); *available at* https://www.miamidade.gov/govaction/legistarfiles/Matters/Y2004/041700.pdf

There is a clear distinction between projects with only residential uses and mixed-used developments with a residential component to create live-work-play communities. Title 32 of the Code of Federal Regulations governs the disposal of property at military installations being closed or realigned. *See* 32 CFR § 174.9. Several mixed-used conveyances have been authorized under the federal regulation including, for example:

1. Fort Monmouth, Monmouth County, New Jersey, EDC Application – including 1,153 residential units.
2. City of Riverbank and Local Redevelopment Authority Board approved a mixed-use residential project on property that was conveyed to the City under the Defense Closure and realignment Act by means of an Economic Development Conveyance.

[4] In HTC's initial proposal, residential uses were suggested to the County. Nevertheless, throughout negotiations of the Project Documents, HTC has updated its proposal for the container park development based on discussions and requests from County staff. The South Dade Entertainment District/container park concept has been a constant throughout the negotiations process. HTC's current proposal, as memorialized in the Project Documents, is for an entertainment district/container park development.

3. Redevelopment of Walter Reed Army Medical Center – including a residential component.[5]

Based on the above, the issues that the OIG Memorandum raises regarding the deed restrictions are speculative and lack any support based on the underlying Project Documents governing the deed restrictions. Again, why is the OIG misleading the BCC on this transaction?

III. HTC has been diligently working on the execution of the project contemplated under the Permit Agreement.

HTC has been clear from the beginning of negotiations that the approval of a PSA is required to finance and develop the property successfully. Financial institutions and investors of course require proof of an ownership interest over the property to fund any development. This Project is no exception.

Notwithstanding the above, to expedite activation of the property, HTC suggested a two-phased approach. The first phase consists of the construction of an initial, temporary South Dade Entertainment District with food services and entertainment facilities (this phase was initially intended to be in time for the October 2022 NASCAR event). The first phase requires both an access agreement with the County and a 45-day regulatory permit. The second phase will occur after HTC closes on the purchase of the property and includes the permanent build-out of the full South Dade Entertainment District at a cost of approximately $12.5 Million.

However, HTC was clear that it would require at least a term sheet for the PSA in order to secure the financing required to build first phase, which would require an investment of more than $5 Million that cannot be recouped in only 45 days. The County Attorney's Office concluded that a term sheet was not legally viable, and so HTC and the administration shifted gears to focus on the negotiation of the final PSA. Both HTC and the County administration have proceeded in good faith and on an expedited basis.

Despite the best efforts of both parties, negotiating a full PSA prior to the October NASCAR event was not possible. HTC has repeatedly confirmed that, once the PSA is executed, it can commence delivery of the first phase on an expedited basis, even before it closes on the acquisition of the property. Attached as Exhibit D is HTC's September 9, 2022, e-mail to the County administration, which clearly explains what it needs in order to invest $5 Million in property that HTC does not own. The OIG was copied on this e-mail and was present at the related meetings; remember the OIG has unilaterally appointed himself as an active part of the negotiating team. However, even though HTC had no PSA or term sheet, or any other pathway to a financeable interest in the property at the time of the OIG Memorandum, the OIG nonetheless chooses to paint a picture of HTC dragging its feet on the construction of the South Dade Entertainment District.

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[5] See Fort Monmouth, Monmouth County, New Jersey, EDC Application, 12 (August 25, 2014) https://www.fortmonmouthnj.com/wp-content/uploads/2014/12/20140824_EDC_Application.pdf; City of Riverbank Agenda, 130 (December 14, 2021), https://www.riverbank.org/AgendaCenter/ViewFile/Agenda/_12142021-1189; Committee Report of the Council of the District of Columbia, 4 (February 16, 2016).

While negotiating the PSA, HTC has also diligently pursued the regulatory permits required for the initial phase of development. The Memorandum's negative depiction of HTC submitting an "incomplete permit application" to the County's Department of Regulatory and Economic Resources ("RER") is misplaced. Submitting a draft application is part of the normal process to secure a temporary business permit from the RER. RER specifically requested that HTC submit a "dry run" permit package so that any issues could be worked out prior to the submission of the final application. HTC followed that process, received feedback, amended its plans to address the feedback, and resubmitted a final application in a timely manner. Attached as Exhibit E is a timeline showing all of the work that HTC and its consultants and attorneys have already done in connection with obtaining the required regulatory permits. Any suggestion that HTC has not been diligent in its efforts is simply divorced from the facts.[6]

HTC remains committed to developing an entertainment district that drives economic development for the community of South Dade. However, HTC needs the BCC to approve the PSA to enable HTC to lock in time-sensitive financial commitments and move forward with the development of the Project. We are surprised by the OIG's statement that there is no urgency to the BCC's approval of the PSA, while in the very same report taking HTC to task for not commencing construction of the South Dade Entertainment District: the two are, of course, intertwined.

IV. The eleventh-hour changes to the PSA requested by the OIG are unprecedented, unreasonable, and threaten the viability of the project.

After dropping the Memorandum on the BCC without prior notice and intruding on the privacy of Mr. Jean-Charles's home, the OIG added insult to injury by requesting unprecedented restrictions on HTC's ability to transfer ownership interests in the company and altering its team composition after the closing of the Proposed Transaction. Neither restriction is included in the latest examples of EDCs involving the sale and purchase of County-owned land. Once again, it begs the question—*what makes HTC different from the other purchasers of County-property*?

First, the OIG is demanding that the PSA include a provision prohibiting HTC from transferring any ownership interest greater than 20% without the BCC's prior consent. *See* Redline Contract for Sale and Purchase, Article 14. Moreover, under the OIG's proposed revisions in the Declaration of Restrictions, after the sale of the property, such transfer in ownership interests would also be restricted for the first five years after Substantial Completion (before the first reporting period). *See* Redline Draft Declaration of Restrictions, Article 11. After the First

[6] Although HTC did obtain an access agreement from ISD one month before the NASCAR event, HTC was unable to obtain either the regulatory permit or the PSA (or term sheet), and all three were required to construct and operate the temporary container park. Let us be clear, RER and ISD have worked diligently. The access agreement required a license fee of $35,000 per month in contemplation of operating a container park on the property, and a reduced amount of $3,500 in the event the regulatory permit expires. The access agreement did not contemplate a delay in the issuance of the regulatory permit, or in the negotiation of the PSA or term sheet, and was amended on February 1, 2023, to reduce the permit fee consistent with the original intent. However, as a responsible developer, HTC has paid the County every penny it is owed under the access agreement—nearly $200,000 for rights HTC was unable to utilize despite its best efforts.

Reporting Period, HTC would be required to notify the County of any transfer in ownership greater than 5%. *Id.*

The transfer of ownership interests in an entity is a commonly used mechanism to finance real estate transactions. This fundamental "misunderstanding" by the OIG of general real estate development is problematic at best. Therefore, HTC cannot accept the transfer in ownership restrictions the OIG is demanding. A clause prohibiting or limiting any transfer of ownership interests in HTC will make the project nearly impossible to finance. Moreover, we cannot find any similar clause in the latest EDCs documents involving the Sale and Purchase of County-owned property, including the following:

- Contract for Sale and Purchase to Amazon.com Services LLC, Article 10, approved by the BCC on July 8, 2020; Declaration of Restrictions, Article 10.
- Contract for Sale and Purchase to Miami Steel, LLC, Article 12, approved by the BCC on May 7, 2019; Declaration of Restrictions, Article 10.
- Contract for Sale and Purchase to Miami Properties, LLC, Article 11, approved by the BCC on June 6, 2017; Declaration of Restrictions, Article 10.

There is a reason for the lack of precedent on such a provision: it could have destroyed many of those projects. Again, by subjecting HTC to such an unprecedented and irrational standard, the OIG appears more concerned with sabotaging the transaction than supporting the County in negotiating an arms-length transaction in good faith.

Second, the OIG is demanding that the parties deviate from the common provisions in the Declaration of Restrictions document under Article 2, Development and Permitted Uses of the Property (which has nothing to do with the development team). Unlike any other party to an EDC, even after becoming the Owner of the Property, the OIG is demanding that HTC notify the County and sign a notarized affidavit confirming that any substitute First-tier consultant is not a Disqualified Person, i.e., a person listed on a terrorist list, a debarred contractor or a person convicted of a Public Entity Crime. HTC is proud of its diverse development team and has gone above and beyond in responding to the scrutiny that each member of its team has had to endure. However, HTC will not subject itself to unprecedented restrictions that are more demeaning than effective or productive. After the closing, as the Owner of the Property, HTC will have every interest in ensuring the Project is successful, including engaging reputable entities as team members.

Despite the unprecedented nature of the OIG's request, in a good faith effort to address the OIG's concerns, HTC suggested an alternative revision that addresses the OIG's concerns while also ensuring that the project remains financeable. Under HTC's proposed revisions HTC's principals Ahmand Johnson and Jossua Parini would be required to:

1. retain at least a 10% equity interest,
2. remain responsible for the day-to-day management of HTC, and
3. not allow other owners to have the right to make decisions for HTC
4. require in the HTC operating agreement compliance with this restriction
5. notify the County of any changes of ownership of 5% or more so that compliance with this requirement can be tracked and verified.

The above restrictions go as far as protecting the County as HTC can go without jeopardizing the viability of the project. None of the projects cited above provide similar restrictions. Nevertheless, to cooperate with the County, HTC is committing to a standard that is virtually higher than any other EDC transaction entered into by the County. In submitting the suggested revisions, HTC provided a well-reasoned explanation as to how the OIG's proposed revisions did not address the issue of control and why the OIG restrictions made the project impossible to finance. *See* Exhibit F. Nevertheless, the OIG insists on the inclusion of draconian restrictions without addressing the concerns or analysis provided by HTC.

Based on the above, HTC has moved as far is it could go and urges the BCC to approve the draft of the PSA that had been negotiated by the County and HTC.

V. Conclusion

The Proposed Transaction complies with the requirements in IO 8-4 and has been subjected to an unprecedented level of scrutiny, with more protections afforded to the County than other EDCs approved by the County. As discussed in this letter, the ownership description in Schedule A of the OIG Memorandum is inaccurate based on well-known principles of corporate law. The Memorandum's concerns regarding Section 2.4 of the PSA are speculative and fail to account for the safeguards included in the PSA. Finally, the Memorandum fails to provide a full picture of the time investment and efforts that HTC has made to date to commence delivery of the project and start creating permanent Miami-Dade jobs.

HTC is ready to develop a unique project to generate jobs and bring visitors to South Dade. It only asks that it be treated with the same level of respect and fair dealing as any other organization presenting an opportunity to the County. HTC has accepted all reasonable changes to the draft of the PSA by the County's Real Estate Division and has attempted to address the OIG's concerns regarding ownership of the property. However, HTC refuses to give in to harassment and intimidation by the OIG to include unnecessary, discriminatory clauses that threaten the viability of the project. A thoroughly negotiated draft of the PSA is on the table. We rely on the fair and wise judgment of the honorable members of the BCC to review all the documentation provided by the County's professional staff and presented in this letter to conclude that the Proposed Transaction has been fully and adequately vetted and that approval of the PSA is in the best interest of the County and its residents.

Sincerely,

Albert E. Dotson, Jr.

AED

cc: The Honorable Anthony Rodriguez, Vice Chairman
The Honorable Marleine Bastien
The Honorable Keon Hardemon
The Honorable Micky Steinberg
The Honorable Kionne L. McGhee
The Honorable Roberto J. Gonzalez
The Honorable Juan C. Bermudez
The Honorable René Garcia
The Honorable Danielle Levine-Cava, Mayor
Geri Bonzon-Keenan, County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
Homestead Town Center, LLC

List of Exhibits:

Exhibit A - G4S Security Solutions USA, Inc., RFP No. 864, Security Guard Services for Miami-Dade Transit (Miami-Dade Cnty. December 24, 2013) (Hon. Loree Schwartz)

Exhibit B – Articles of Organization for Homestead Town Center, LLC

Exhibit C – Homestead Town Center, LLC, March 15, 2022, Annual Report

Exhibit D – E-mail from HTC to County Administration (Sept. 9, 2022)

Exhibit E – Timeline of Events

Exhibit F – Correspondence with Miami-Dade County with explanation regarding transfer of ownership restrictions