

MEMORANDUM

Amended
Agenda Item No. 14(A)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 1, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution declaring as surplus one County-owned property (Folio No. 05-3120-000-0450) ("the Property"); revising the inventory list of real properties for affordable housing, after a public hearing, in accordance with section 125.379, Florida Statutes, to include the Property; authorizing the sale of the Property to Habitat Creators, Inc., a Florida Corporation ("Developer"), for a nominal amount, for the development of the Property with affordable townhomes in accordance with section 125.379, Florida Statutes; authorizing the transfer of certain Miami-Dade Water and Sewer Department Property (Folio no. 05-3013-001-0640) ("WASD Parcel") or certain alternative County-owned property to the Miami-Dade Aviation Department subject to certain conditions and directing the County Mayor to take all steps necessary to effectuate such transfer; directing the County Mayor to comply with all applicable federal, state or local laws or County contractual obligations prior to the conveyance of the property and the transfer of the WASD parcel or alternative County-owned property; authorizing the Chairperson or Vice-Chairperson to execute a County Deed subject to the satisfaction of certain conditions; authorizing the County Mayor to take all actions necessary to effectuate the conveyance and exercise all rights set forth in the County Deed; authorizing the County Mayor to negotiate and execute an Indemnification Agreement; and waiving Resolution No. 1121-21 and certain requirements of Implementing Order 8-4, and Resolution No. R-376-11

Resolution No. R-373-25

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 1, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

Amended
SUBJECT: Agenda Item No. 14(A)(1)

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 ____, majority plus one ____, 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) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 14(A)(1)
4-1-25

RESOLUTION NO. R-373-25

RESOLUTION DECLARING AS SURPLUS ONE COUNTY-OWNED PROPERTY (FOLIO NO. 05-3120-000-0450) (“THE PROPERTY”); REVISING THE INVENTORY LIST OF REAL PROPERTIES FOR AFFORDABLE HOUSING, AFTER A PUBLIC HEARING, IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, TO INCLUDE THE PROPERTY; AUTHORIZING THE SALE OF THE PROPERTY TO HABITAT CREATORS, INC., A FLORIDA CORPORATION (“DEVELOPER”), FOR A NOMINAL AMOUNT, FOR THE DEVELOPMENT OF THE PROPERTY WITH AFFORDABLE TOWNHOMES IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES; AUTHORIZING THE TRANSFER OF CERTAIN MIAMI-DADE WATER AND SEWER DEPARTMENT PROPERTY (FOLIO NO. 05-3013-001-0640) (“WASD PARCEL”) OR CERTAIN ALTERNATIVE COUNTY-OWNED PROPERTY TO THE MIAMI-DADE AVIATION DEPARTMENT SUBJECT TO CERTAIN CONDITIONS AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL STEPS NECESSARY TO EFFECTUATE SUCH TRANSFER; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR COUNTY CONTRACTUAL OBLIGATIONS PRIOR TO THE CONVEYANCE OF THE PROPERTY AND THE TRANSFER OF THE WASD PARCEL OR ALTERNATIVE COUNTY-OWNED PROPERTY; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO EXECUTE A COUNTY DEED SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE CONVEYANCE AND EXERCISE ALL RIGHTS SET FORTH IN THE COUNTY DEED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO NEGOTIATE AND EXECUTE AN INDEMNIFICATION AGREEMENT; AND WAIVING RESOLUTION NO. 1121-21 AND CERTAIN REQUIREMENTS OF IMPLEMENTING ORDER 8-4, AND RESOLUTION NO. R-376-11

WHEREAS, the County, through the Miami- Dade Aviation Department (MDAD), is the owner of certain real property located in Miami Springs, Florida (Folio No. 05-3120-000-0450); (the “Property”) as further depicted on Attachment “A” attached hereto and incorporated herein; and

WHEREAS, the subject project originated from a proposal submitted by Habitat Creators, Inc., a Florida Corporation (“Developer”) in March 2024 under the Florida Live Local Act, which initially envisioned a workforce multifamily rental development spanning three County-owned properties, including the Property; and

WHEREAS, following consideration of the community’s evolving needs, the Developer revised the proposal to pivot from rental housing to a for-sale townhome model that prioritizes attainable homeownership opportunities for Miami-Dade’s workforce; and

WHEREAS, while there remains a pressing need for affordable rental apartments, this Board recognizes that a fundamental pillar of the American Dream is homeownership, which has become increasingly out of reach for working-class families due to systemic wage stagnation, inflationary pressures, rising interest rates, and foreign demand that has significantly driven up housing prices in Miami-Dade County; and

WHEREAS, the proposed project (the “Project”) addresses this crisis by offering high-quality, newly constructed townhomes at affordable prices to first-time homebuyers earning up to 120 percent of area median income, thereby enabling responsible, qualified individuals who would otherwise be priced out of the market to purchase a home in the community they serve; and

WHEREAS, the Property has been gated, fenced, and left vacant for over 25 years, generating no tax revenue for the County and serving no public use, while its redevelopment into

affordable homeownership will result in the Property becoming an ad valorem tax-generating parcel upon conveyance; and

WHEREAS, the proposed townhome development will not only eliminate a long-standing eyesore, a County-owned asphalt parking lot, it will also transform the site into a vibrant, community-centered housing asset with long-term benefits for the surrounding area; and

WHEREAS, the Property's proximity to the Miami Intermodal Center (MIC) reinforces its alignment with transit-oriented development goals, providing future residents with access to multiple public transportation modes, reducing commute burdens, and enhancing economic mobility for working families; and

WHEREAS, pursuant to a 32-year Development Lease Agreement between the County and Airbus Service Company, Inc. ("Airbus") dated April 1, 1998 (the "Airbus Lease"), Airbus has an option to lease and develop ("Airbus Option") the Property that expires in 2030; and

WHEREAS, the Property is currently vacant and not being used; and

WHEREAS, the Property is currently shown on the Miami International Airport's ("MIA") Airport Layout Plan, but does not have any direct connection to any taxiway or runway, and is separated from MIA by Northwest 36th Street; and

WHEREAS, there is an urgent and immediate need for affordable housing within the County, and like so many other workers in the County, workers at MIA are finding it more difficult to find affordable housing close to where they work; and

WHEREAS, this Board believes that the Property is suitable for the construction and development of affordable housing; and

WHEREAS, the Developer has represented to the County its commitment to developing much needed affordable housing on the Property and to giving purchase priority for such housing to MIA workers and WASD employees; and

WHEREAS, to ensure that the County's Airport system remains revenue-neutral in connection with the conveyance of the Property to the Developer, the County has identified another parcel of County-owned land (Folio No. 05-3013-001-0640) ("WASD Parcel"), depicted on Attachment "B" attached hereto and incorporated herein, to be transferred to the operational control of MDAD; and

WHEREAS, the WASD Parcel is currently under the operational control of the Miami-Dade Water and Sewer Department ("WASD"); and

WHEREAS, according to the Property Appraiser's website, the WASD Parcel has a market value of \$2,525,516.00, and the Property has a market value of \$1,330,196.00, as more fully described in Attachments "A" and "B"; and

WHEREAS, section 2-10.4.2 of the Code, requires, in part, that whenever the County sells real property, and the fee simple value of the property being sold is in excess of \$5,000,000.00, the County shall, prior to consummating the sale, have the property appraised by two real estate appraisers holding the M.A.I. designation, unless the County Mayor recommends, and this Board approves, a waiver of the Code; and

WHEREAS, two appraisals were obtained by the County Mayor's designee, which such appraisals valued the Property at \$17,150,000.00 and \$16,700,000.00, respectively; and

WHEREAS, while the two independent appraisals obtained by the County satisfy the technical requirements of section 2-10.4.2 of the Code, the appraisals may not have taken into

account information that would have resulted in a lower value, including that the project has restrictive conditions, including the cap on sales prices and the requirement that the homes be sold only to income-qualified buyers earning no more than 120 percent of area median income; and

WHEREAS, WASD is currently using the WASD Parcel for the operation of two subterranean Biscayne Aquifer Wells and their warehouses (“Existing Wells”), associated water mains, and an existing six-inch distribution watermain, but may also need to rehabilitate or relocate the Existing Wells or add additional wells to the WASD Parcel or require the use of the southwest corner of the WASD Parcel for the relocation and upgrade of existing Pump Station 1244, all to ensure that water and sewer needs of the County’s residents are met; and

WHEREAS, the transfer of the WASD Parcel from WASD to MDAD is subject to the inclusion and recorded reservation of an adequate and appropriately-sized and located utility easement(s) or any other interest or documentation required, at WASD’s discretion and in consultation with the County Attorney’s Office, to ensure that WASD retains indefinite clearance and access to the Existing Wells and water mains for maintenance, repair, or alteration and to prevent any use of the WASD Parcel that would interfere with WASD’s ability to maintain, repair, or alter the Existing Wells and water mains, including relocation of such Wells on the WASD Property, or the County’s ability to use the Existing Wells and water mains or their replacement wells and water mains for the water and sewer needs of the County’s residents; and

WHEREAS, the transfer of the WASD Parcel from WASD to MDAD is also subject to the inclusion and recorded reservation of utility easement(s) or any other interest or documentation required, at WASD’s discretion and in consultation with the County Attorney’s Office, to provide

adequate space (minimum of 45 feet by 65 feet) and location to construct, operate, and maintain a new public sewer pump station on the WASD Parcel; and

WHEREAS, any development, use, or improvements of the WASD Parcel by MDAD must be approved by the County's Department of Regulatory and Economic Resources, adhere to the Wellfield Protection Ordinance, and be in compliance with chapter 24-43 of the Code of Miami-Dade County, Florida (the "Code") to ensure the protection of Miami-Dade County's potable water supply; and

WHEREAS, as an alternative to transferring the WASD Parcel to MDAD as a means of ensuring that the County's Airport system remains revenue-neutral in connection with the Project, if the County administration is able to identify an alternative suitable parcel of County-owned property to be transferred to MDAD (i.e., one that has a market value as great or greater than the Property and has no impediments to being transferred to and used by MDAD; the "Alternative Parcel") within thirty (30) days of the effective date of this Resolution, then this Board prefers that the Alternative Parcel be transferred to MDAD instead of the WASD Parcel; and

WHEREAS, pursuant to that certain Amended and Restated Trust Agreement Securing Miami-Dade County's Florida Aviation Revenue Bonds, the County may, from time to time, sell or otherwise dispose of any property forming part of the Port Authority Properties, as long as the Director determines that such property is no longer needed or is no longer useful in connection with the construction or operation and maintenance of the Port Authority Properties (the "Trust Agreement Determination"); and

WHEREAS, under federal law, the County is required to provide written notice of its intent to proceed with the Project and the transfer of the WASD Parcel (approximately 8 acres and of greater market value) or Alternative Parcel to the Miami-Dade Aviation Department in

exchange for the Property (less than 4 acres and of lower market value) to the Federal Aviation Administration (“FAA”), and the FAA has 45 days to respond if it has any objection; and

WHEREAS, the County administration has determined that disposal of the Property will not adversely affect airport operations, maintenance, construction, or finances; and

WHEREAS, the Developer has submitted an application, a copy of which is attached hereto as Attachment “C” and incorporated herein, to the Commissioner of County Commission District 6, in which the Developer seeks a conveyance of the Property to the Developer for the purpose of developing the Property with affordable housing in accordance with section 125.379, Florida Statutes; and

WHEREAS, specifically, the Developer has further represented to the County that the Project will consist of newly constructed affordable townhomes that will be sold to qualified buyers whose incomes do not exceed 120 percent of area median income at a purchase price that will not exceed the County’s maximum sales price as determined by the County in accordance with section 17-162 of the Code; and

WHEREAS, purchase priority for such affordable townhomes will be given to MIA workers and, if WASD property is transferred to MDAD, to WASD employees before being made available to the general public; and

WHEREAS, the Developer has further represented to the County that it will ensure that each prospective homebuyer is required to: (i) attend a first -time homebuyer course to promote long-term success, (ii) use the home as their primary residence; and (iii) meet standard lending criteria but can utilize available assistance programs; and

WHEREAS, although the County administration has commenced due diligence pursuant to Implementing Order No. 8-4 on the County Property, such due diligence is not yet complete, including a determination as to whether any obstacles or impediments exist with respect to the proposed conveyance (“Due Diligence Review”); and

WHEREAS, the County administration has circulated the Property, and no department has expressed a need for the Property; and

WHEREAS, section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real properties within its jurisdiction to which such county or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing; and

WHEREAS, section 125.379(1), Florida Statutes, further allows the governing body of each county to revise the inventory list upon conclusion of a public hearing held before the governing body; and

WHEREAS, this Board desires to revise the inventory list to include the Property; and

WHEREAS, this Board desires to convey the Property to the Developer for the construction of affordable housing and desires to transfer the WASD Parcel or Alternative Parcel, as applicable, to MDAD subject to the conditions that (1) the County Mayor or County Mayor’s designee complies with all applicable Federal, State, or local laws and regulations or County contractual obligations, including but not limited to the Wellfield Protection Ordinance and chapter 24-43 of the Code, prior to conveyance of the Property and the transfer of the WASD Parcel or Alternative Parcel to MDAD, and (2) the County Mayor or County Mayor’s designee confirms that no impediments or obstacles exist with respect to such conveyance and transfer; and

WHEREAS, Resolution No. R-1121-21 prohibits the use and development of WASD properties by other County departments unless a comparable property in a similar location of a similar size acceptable to WASD is made available to WASD, at no additional cost for the same infrastructure use; and

WHEREAS, in light of the requirement that the transfer of the WASD Parcel to MDAD is subject to the inclusion of a utility easement(s) or any other interest or documentation required to ensure that WASD retains indefinite clearance and access to the Existing Wells and water mains, or any replacement wells or water mains, or a potential new public sewer pump station for maintenance, repair, or alteration and to prevent any use of the WASD Parcel that would interfere with WASD's ability to maintain, repair, or alter the Existing Wells or water mains or any replacement wells or water mains or a potential new public sewer pump station or the County's ability to use the Existing Wells or water mains or any replacement wells or water mains and a potential new public sewer pump station for the water and sewer needs of the County's resident, this Board desires to waive Resolution No. R-1121-21; and

WHEREAS, this Board further desires to authorize the Chairperson or Vice-Chairperson of the Board to execute a County Deed in generally the form attached hereto as Attachment "D," but further including the following requirements and restrictions (the "County Deed"): (i) the Developer shall develop the Property with affordable townhomes that shall be sold to households whose incomes do not exceed 120 percent of area median income and at purchase price that shall not exceed the County's maximum sales price as determined by the County in accordance with section 17-162 of the Code; (ii) the Developer shall give purchasing priority for such affordable housing to MIA workers and, if WASD property is transferred to MDAD in connection with the conveyance of the Property, to WASD employees before such housing is made available to the

general public, (iii) the Property shall be developed, as evidenced by a final certificate of occupancy, within the earlier of 10 years of the recording of the County Deed or 5 years from the date that the Developer is able to secure a written waiver or release of Airbus's rights in the Property; (iv) the Developer shall require each qualified homebuyer to record a covenant that is approved by the County, in its sole discretion, to ensure that each home remains affordable for 20 years; (v) the Developer shall accept the conveyance of the Property encumbered by the Airbus Lease without any representations or warranties as to the status of the Airbus Lease or Airbus Options or their effect on the conveyance or use of the Property (collectively the "Deed Restrictions"); and additionally, (vi) the Developer shall waive any claims it has against the County related to conveyance of the Property and agreeing to defend and indemnify the County against any claims arising from this conveyance, brought by Airbus or any other person or entity, pursuant to an indemnification in generally the form attached as Attachment "E"; and

WHEREAS, pursuant to section 125.379, Florida Statutes, this Board finds that it would be in the best interest of the County to convey the Property to the Developer for affordable housing purposes; and

WHEREAS , this Board wishes to waive Resolution No. R-758-21 that requires the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property,

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

Section 1. This Board hereby incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Pursuant to section 125.379, Florida Statutes, this Board declares the Property as surplus and revises, after a public hearing, the County's affordable housing list, which was established in accordance with section 125.379, Florida Statutes, to include the Property.

Section 3. In regards to the transfer of the WASD Parcel to MDAD as a means of ensuring that the County's Airport system remains revenue-neutral in connection with the Project, if the County administration is able to identify another suitable parcel (i.e., one that has a market value as great or greater than the Property and has no impediments to being transferred to and used by MDAD; the "Alternative Parcel") within thirty (30) days of the effective date of this Resolution, then the County Mayor or County Mayor's Designee is directed to pursue the Project using such Alternative Parcel instead of the WASD Parcel.

Section 4. This Board approves the sale of the Property to the Developer for a nominal sum for the purpose of developing the Property with affordable townhomes in accordance with section 125.379, Florida Statutes, subject to the following requirements, restrictions, the County's reversionary interest, and the County Mayor or County Mayor's designee confirming that no obstacles or impediments exist with respect to the conveyance to the Developer or the transfer of the WASD Parcel or Alternative Parcel, as applicable, to MDAD as described in Section 6 below:

- (i) the Property shall be developed, as evidenced by a final certificate of occupancy, within the earlier of 10 years of the recording of the County Deed executed in accordance with section 7 of this resolution or 5 years from the date that the Developer is able to secure a written waiver or release of Airbus's rights in the Property;
- (ii) the Developer shall give purchasing priority for such affordable housing to persons who work at MIA or who work for an airline that provides service at MIA provided that such airline worker is based at MIA ("MIA workers") and, if WASD property is

transferred to MDAD in connection with the conveyance of the Property, to WASD employees, before such housing is made available to the general public, as more specifically set forth in the County Deed:

- (iii) the Developer shall sell the affordable townhomes to qualified households whose incomes do not exceed 120 percent of area median income and at a purchase price that shall not exceed the County's maximum sales price as determined by the County in accordance with section 17-162 of the Code;
- (iv) the Developer shall agree to require each qualified homebuyer to record a covenant that is approved by the County, in its sole discretion, to ensure that each home remains affordable for 20 years;
- (v) the Developer shall agree and acknowledge that the County is neither warranting, representing, nor guaranteeing that it is conveying good or marketable title to the Property, and that the Property is being conveyed encumbered by the Airbus Lease (collectively the "Deed Restrictions"); and
- (vi) the Developer shall waive any claims it has against the County related to conveyance of the Property by Airbus and any other person or entity, and agree to indemnify, defend, and hold harmless the County against any claims arising from this conveyance pursuant to an Indemnification Agreement in generally the form attached as Attachment "E" and incorporated herein by reference.

Section 5. This Board approves the transfer of the WASD Parcel or Alternative Parcel, as applicable, to MDAD, subject to the inclusion of any protections necessary for the protection, maintenance, or continued access to the WASD Parcel or Alternative Parcel, including, but not limited to, in the case of WASD property being transferred to MDAD in connection with the conveyance, a utility easement(s) or any other interest or documentation required, in consultation

with the County Attorney's Office, to ensure that WASD retains indefinite access to the Existing Wells or water mains or any replacement wells or water mains or potential new public sewer pump station for maintenance, repair, or alteration and to prevent any use of the WASD Parcel that would interfere with WASD's ability to maintain, repair, or alter the Existing Wells or water mains or any replacement wells or water mains or potential new public sewer pump station or the County's ability to use the Existing Wells or water mains or any replacement wells or water mains or potential new public sewer pump station for the water and sewer needs of the County's residents, and directs the County Mayor or County Mayor's designee to take all steps necessary to effectuate such transfer, including but not limited to recordation of a reservation of easement in the public records of Miami-Dade County.

Section 6. This Board directs the County Mayor or County Mayor's designee to comply with all applicable regulatory requirements, including review by the County's Department of Regulatory and Economic Resources and Division of Environmental Resources Management or any other environmental agency with jurisdiction, all Federal, State, or local laws or regulations, and any applicable County contractual obligations, including but not limited to the Wellfield Protection Ordinance and chapter 24-43 of the Code, and including the requirement to provide written notice of an intent to the FAA to proceed with the transfer of the WASD Parcel (approximately 8 acres and of greater market value) or Alternative Parcel to the Miami-Dade Aviation Department in exchange for the Property (less than 4 acres and of lower market value) and the Project described herein, to finalize and execute the Indemnification Agreement with the Developer, and to file the Trust Agreement Determination with the Clerk of the Board, prior to the Chairperson's or Vice-Chairperson's execution of the County Deed in accordance with section 7 of this resolution.

Section 7. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed, in generally the form attached hereto as Attachment “D,” and incorporated herein by reference after confirmation from the County Mayor or County Mayor’s designee that the conditions in sections 4, 5, and 6 have been met, and that the FAA has not objected to the transfer of the WASD Parcel or Alternative Parcel, as applicable, to the Miami-Dade Aviation Department in exchange for the Property or the Project described herein.

Section 8. This Board waives (i) the requirement of Implementing Order 8-4 requiring signature of the Developer; (ii) Resolution No. R-376-11 related to background information concerning the Property; and Resolution No. R-758-21 that requires the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property. This Board further waives Resolution No. 1121-21 prohibiting the use and development of WASD properties by other County departments unless a comparable property in a similar location of a similar size acceptable to WASD is made available to WASD, at no additional cost.

Section 9. This Board further directs the County Mayor or County Mayor’s designee to take all actions necessary to effectuate the conveyance of the Property, including obtaining ownership disclosures from the Developer as required by section 2-8.1(d) of the Code, and the transfer of the WASD Parcel or Alternative Parcel, as applicable, and to exercise all rights set forth in the County Deed and Indemnification Agreement, other than those reserved to this Board therein, including, but not limited to, exercising the County’s option of enforcing the Deed Restrictions and the County’s reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event the Developer fails to comply with the Deed Restrictions resulting in the County Mayor or County Mayor’s designee’s exercise of the County’s reversionary interest, then the County Mayor or County Mayor’s designee shall execute and record

an instrument approved by the County Attorney's Office in the public records of Miami-Dade County and provide a copy of such instrument to the Property Appraiser. Notwithstanding the foregoing authorization permitting the County Mayor or County Mayor's designee to execute an instrument evidencing the County's exercise of the County's reversionary interest, this Board authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the Developer, after conducting all due diligence, including, but not limited to, title searches, and environmental reviews, a deed which conveys the Property back to the County in the event the Developer is unable or fails to comply with the Deed Restrictions. Upon the receipt of a deed from the Developer, the County Mayor or County Mayor's designee shall record such deed in the public records of Miami-Dade County. This Board directs the County Mayor or County Mayor's designee to provide a report to this Board prior to the execution of the instrument evidencing the exercise of the County's reversionary interest, or acceptance of a deed from the Developer. The report shall describe the reason the County Mayor or County Mayor's designee intends to exercise the reversionary interest or accept a deed from the Developer, including a description of the violations of the Deed Restrictions and the efforts made by the County Mayor or County Mayor's designee to get the Developer to comply. The report shall be placed on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure.

Section 10. This Board directs the County Mayor or County Mayor's designee to: (i) appoint staff to monitor compliance with the terms set forth in this resolution; (ii) ensure that proper signage is placed on the Property identifying the County's name and the name of the district commissioner; and (iii) provide copies of the recorded County Deed to the Property Appraiser.

Section 11. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to provide a copy of such recorded instruments, including the County Deed and any other instrument creating or retaining a property interest in the County, to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Kevin Marino Cabrera. It was offered by Commissioner **Kevin Marino Cabrera**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of April, 2025. 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.

A handwritten signature in dark ink, appearing to be "RCZ", is written over a horizontal line.

Terrence A. Smith
Ryan C. Zagare
Shannon D. Summerset-Williams



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

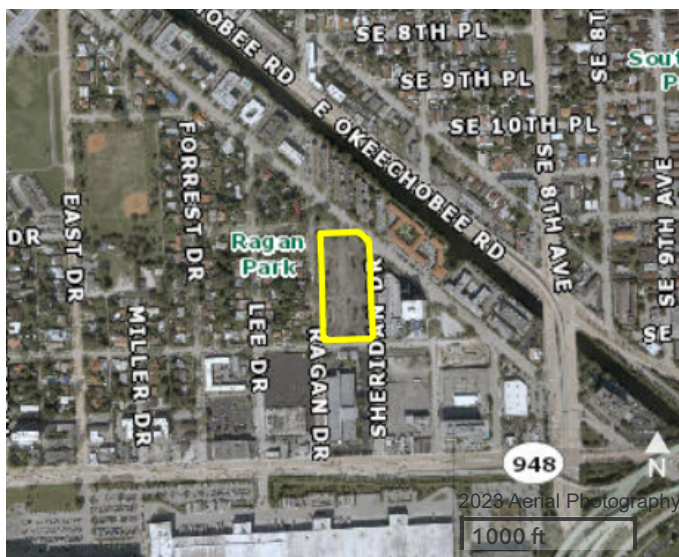
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PROPERTY INFORMATION	
Folio	05-3120-000-0450
Property Address	4355 NW 36 ST MIAMI SPRINGS, FL 33166-0000
Owner	MIAMI-DADE COUNTY , AVIATION DEPARTMENT - FINANCE
Mailing Address	PO BOX 526624 MIAMI, FL 33152-6624
Primary Zone	0400 SGL FAMILY - 901-1200 SQF
Primary Land Use	8047 VACANT GOVERNMENTAL : DADE COUNTY
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	167,140 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$885,842	\$885,842	\$885,842
Building Value	\$0	\$0	\$0
Extra Feature Value	\$160,716	\$161,216	\$161,716
Market Value	\$1,046,558	\$1,047,058	\$1,047,558
Assessed Value	\$1,046,558	\$1,047,058	\$1,047,558

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
County	Exemption	\$1,046,558	\$1,047,058	\$1,047,558

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$1,046,558	\$1,047,058	\$1,047,558
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$1,046,558	\$1,047,058	\$1,047,558
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$1,046,558	\$1,047,058	\$1,047,558
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$1,046,558	\$1,047,058	\$1,047,558
Taxable Value	\$0	\$0	\$0

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 10/31/2023

Property Information

Folio: 05-3120-000-0450

Property Address: 4355 NW 36 ST

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-1C	0400	Square Ft.	167,140.00	\$885,842
EXTRA FEATURES					
Description			Year Built	Units	Calc Value
Paving - Asphalt			1968	152,400	\$125,730
Chain-link Fence 6-7 ft high			1990	3,570	\$34,986

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 10/31/2023

Property Information

Folio: 05-3120-000-0450

Property Address: 4355 NW 36 ST

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-1C	0400	Square Ft.	167,140.00	\$885,842
EXTRA FEATURES					
Description			Year Built	Units	Calc Value
Paving - Asphalt			1968	152,400	\$125,730
Chain-link Fence 6-7 ft high			1990	3,570	\$35,486

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 10/31/2023

Property Information

Folio: 05-3120-000-0450

Property Address: 4355 NW 36 ST

Roll Year **2021** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-1C	0400	Square Ft.	167,140.00	\$885,842
EXTRA FEATURES					
Description			Year Built	Units	Calc Value
Paving - Asphalt			1968	152,400	\$125,730
Chain-link Fence 6-7 ft high			1990	3,570	\$35,986

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 10/31/2023

Property Information

Folio: 05-3120-000-0450

Property Address: 4355 NW 36 ST

FULL LEGAL DESCRIPTION

20 53 41 3.85 AC M/L
THAT PART OF THE W375FT OF W1/2
OF E1/2 OF SW1/4 SEC 20 FORMERLY
DESC AS BLK 12 OF EDGEWATER PARK
PER PB 17-72
LOT SIZE IRREGULAR
OR 15437-2604 0192 3

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
---------------	-------	--------------	---------------------------

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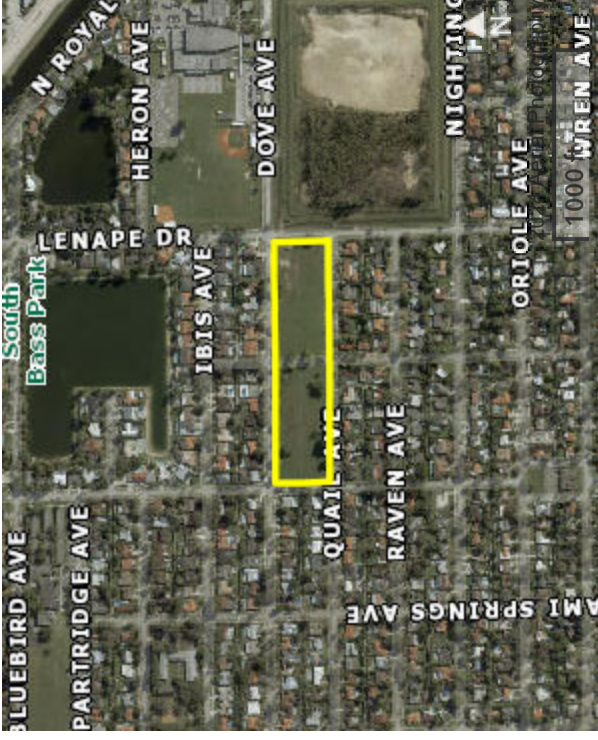


PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 03/27/2025

PROPERTY INFORMATION	
Folio	05-3013-001-0640
Property Address	0 , FL
Owner	MIAMI-DADE COUNTY , WATER AND SEWER
Mailing Address	3071 SW 38 AVE MIAMI, FL 33146-1520
Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8047 VACANT GOVERNMENTAL : DADE COUNTY
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	352,800 Sq.Ft
Year Built	0



TAXABLE VALUE INFORMATION					
Year	2024	2023	2022		
COUNTY					
Exemption Value	\$1,369,666	\$1,245,151	\$1,131,956		
Taxable Value	\$0	\$0	\$0		
SCHOOL BOARD					
Exemption Value	\$2,525,516	\$2,172,716	\$1,131,956		
Taxable Value	\$0	\$0	\$0		
CITY					
Exemption Value	\$1,369,666	\$1,245,151	\$1,131,956		
Taxable Value	\$0	\$0	\$0		
REGIONAL					
Exemption Value	\$1,369,666	\$1,245,151	\$1,131,956		
Taxable Value	\$0	\$0	\$0		

ASSESSMENT INFORMATION				
Year	2024	2023	2022	
Land Value	\$2,469,600	\$2,116,800	\$1,076,040	
Building Value	\$0	\$0	\$0	
Extra Feature Value	\$55,916	\$55,916	\$55,916	
Market Value	\$2,525,516	\$2,172,716	\$1,131,956	
Assessed Value	\$1,369,666	\$1,245,151	\$1,131,956	

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$1,155,850	\$927,565	
County	Exemption	\$1,369,666	\$1,245,151	\$1,131,956

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 03/27/2025

Property Information

Folio: 05-3013-001-0640

Property Address: 0

Roll Year 2024 Land, Building and Extra-Feature Details

LAND INFORMATION				
Land Use	Muni Zone	PA Zone	Unit Type	Units
GENERAL	P-1	8000	Square Ft.	352,800.00
Calc Value				
				\$2,469,600
EXTRA FEATURES				
Description	Year Built		Units	Calc Value
Pump House - Metal	1940		1,008	\$9,148
Chain-link Fence 8-9 ft high	1940		4,724	\$46,768

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

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Property Information

Folio: 05-3013-001-0640

Property Address: 0

Roll Year 2023 Land, Building and Extra-Feature Details

LAND INFORMATION				
Land Use	Muni Zone	PA Zone	Unit Type	Units
GENERAL	P-1	8000	Square Ft.	352,800.00
Calc Value				
				\$2,116,800
EXTRA FEATURES				
Description	Year Built		Units	Calc Value
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Property Address: 0

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 03/27/2025

Property Information

Folio: 05-3013-001-0640

Property Address: 0

FULL LEGAL DESCRIPTION		
FLA FRUIT LAND COS SUB		
PB 2-17		
TR 37 LESS N S & W25FT &		
E35FT FOR R/W		
LOT SIZE 352800 SQ FT		
SALES INFORMATION		
Previous Sale	Price	OR Book-Page Qualification Description

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidad e.gov/info/disclaimer.asp>

A PROPOSAL for **URBAN TRANSFORMATION** through **WORKFORCE HOUSING**

Addressed to: Commissioner Kevin M. Cabrera

Location: District 6, Miami-Dade County, 111 NW 1st Street, Suite 220, Miami, FL 33128

Purpose: Conveyance of County-Owned Properties for Development

Date: March 13, 2024

Project Folios: 05-3120-033-0060, 05-3120-000-0450, 05-3120-034-0680

Contact: James Doddo, Esq., In-House Counsel

Habitat Creators

4809 Volunteer Rd, Southwest Ranches, FL 33330

333 SE 2nd Ave Suite 3775, Miami, FL 33131

(305) 702-7332

habitatcreators.com



Commissioner Kevin M. Cabrera
District 6, Miami-Dade County
111 NW 1st Street, Suite 220
Miami, FL 33128

Dear Commissioner Cabrera,

Subject: Request for Conveyance of County-Owned Properties for Workforce Housing Development

I am writing on behalf of Habitat Creators, a development company with a proven track record in executing significant community-driven projects. Our team is committed to addressing our local workforce's critical need for affordable housing. To this end, we request the conveyance of three county-owned properties near Miami International Airport, identified by folio numbers 05-3120-033-0060, 05-3120-000-0450, and 05-3120-034-0680.

The spiraling costs of housing in Miami have reached a critical point, triggering an urgent need for more workforce housing. The stark contrast between the modest earnings of crucial workforce members and the relentless climb in living expenses highlights this urgency. Amid rising residential costs, affordable housing options have never been more vital for nurturing a thriving urban ecosystem. They permit essential workers—including healthcare professionals, educators, and first responders—to live affordably within the communities they serve, which is indispensable for sustaining city life and its operations.

Our intent with this project goes beyond merely filling an urgent gap in the housing market. Habitat Creators envisions a groundbreaking approach to urban living, one where affordability does not come at the expense of quality or location. Unique in our strategy, we aim to merge the twin benefits of connectivity and upscale living. Our proposed project is tailor-made to cater to a local workforce requiring affordable rents without sacrificing luxurious accommodations.

The location of this workforce housing project near the Miami Intermodal Center (MIC) unlocks substantial value. To capitalize on this and underscore our dedication to sustainable transit solutions, our commitment is firmly set on procuring a trolley bus that will facilitate a direct connection from the housing development to the MIC, thereby bestowing the following critical benefits onto our residents and the local workforce:

- **Commute Reduction:** Proximity to the MIC would mean a shorter and more efficient commute for the workforce, as they would have quick access to a major transportation hub with connections to various transit systems, including Tri-Rail, Metrorail, and Metrobus. This could lead to reduced travel time and lower transportation costs.
- **Economic Opportunities:** Easy access to the MIC opens a broader range of employment opportunities for residents. Workers would not be limited to jobs within their immediate vicinity and could seek employment in different parts of the city or neighboring regions, thus improving their economic mobility.
- **Transportation Cost Savings:** Living near public transit and having access to a trolley minimizes the need for personal vehicles, which can lead to significant savings on car maintenance, fuel, insurance, and parking fees. This is particularly beneficial for workforce housing residents who may prioritize budget-friendly living.

- **Environmental Impact:** Encouraging the use of public transportation through conveniently located housing helps reduce the number of vehicles on the road, which in turn can decrease traffic congestion and lower carbon emissions. This promotes a more sustainable and environmentally friendly community.
- **Access to Amenities:** Being close to the MIC also means easy transportation access to other amenities such as shops, restaurants, schools, and healthcare facilities, improving residents' quality of life.
- **Community Revitalization:** Workforce housing near major transit hubs can stimulate local economic growth. The influx of residents can attract businesses and services catering to the community's needs, contributing to urban revitalization efforts.
- **Social Inclusion:** Affordable workforce housing in strategic locations helps prevent social segregation by ensuring that workers of all income levels have access to efficient public transportation and can thus live in proximity to their workplace.
- **Balanced Lifestyle:** Reduced travel times can result in more leisure time for residents, allowing for a better work-life balance. This can have positive effects on physical and mental well-being, as individuals can spend more time with family and friends or engage in recreational activities.

Habitat Creators understands the multifaceted challenges of modern urban living and is committed to innovating solutions that encompass financial accessibility, quality living, and seamless connectivity. By providing this twin solution of affordable rents and luxury units along with enhanced mobility, our project is not only a venture in real estate but a pledge to enrich the city's social fabric and keep Miami's workforce at the heart of its community.

Our request resonates with Florida Statutes section 125.379 and Miami-Dade County Implementing Order 8-04, which enables fruitful partnerships between developers and Miami-Dade County to erect 100% workforce housing. These legal frameworks support our initiative to create a beneficial collaboration between Habitat Creators and the County.

Upon diligent examination, we've prepared detailed plans that adhere to the capacities of these sites, aiming to maximize allowable densities. Specifically, our project envisions the construction of 616 workforce units on property folio 05-3120-000-0450, 432 units on folio 05-3120-033-0060 and 378 units on folio 05-3120-034-0680. The application of the Florida Live Local Act will foster the creation of over 1,400 workforce housing units, a significant contribution to our community's needs.

In conclusion, we are not only excited about the prospect of enhancing Miami-Dade County's infrastructure but are also thoroughly prepared to bring our vision into reality. Attached to this letter, you will find a compendium of technical documents that delve into the intricacies of our proposal.

James Doddo, Esq.
In-House Counsel,
Habitat Creators
james@habitatcreators.com
(305) 775-3546

cc: Miami Dade County Attorney's Office
Miami Dade County Internal Services Department

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EXECUTIVE SUMMARY

This document outlines Habitat Creators' proposal for a pioneering workforce housing development project designed to address the critical need for affordable housing in Miami. Located near Miami International Airport, these 10-story projects aim to bridge the gap between the necessity for affordable living spaces and the desire for quality and convenience. Through the strategic placement of approximately 1,426 units across three county-owned properties, this initiative seeks not only to provide essential workers with affordable housing options but also to enhance their quality of life through connectivity and access to amenities. This project stands as a testament to Habitat Creators' commitment to community-driven development and sustainable urban living.

Our Mission

Habitat Creators is a pioneering real estate development company committed to redefining the landscape of luxury living. With a visionary approach, the company excels in crafting exclusive residential properties that embody sophistication and elegance at remarkably affordable prices. Founded on the principle of making luxury accessible, Habitat Creators has swiftly risen as a beacon of innovation and excellence in the real estate sector.

Our mission is to produce the highest-end product at the most affordable price without sacrificing quality. We believe in democratizing luxury, ensuring that more people can access premium living spaces that enrich their lives and foster a sense of pride and belonging. Our commitment to this mission is evident in every project we undertake, aiming to set new benchmarks for affordability, quality, and design in the industry.

Project Description

The proposed workforce housing development, situated near the Miami Intermodal Center (MIC), is designed to offer a dual solution of affordability and luxury, addressing the urgent need for accessible housing for Miami's essential workers. With plans for 616 units on folio 05-3120-000-0450, 378 units on folio 05-3120-034-0680, and 432 units on folio 05-3120-033-0060, the project envisions a total of approximately 1,426 units, prioritizing financial accessibility, quality living, and seamless connectivity. This section details the project's scope, including the design philosophy, target demographics, and the benefits of its proximity to the MIC.

Objectives and Goals

Our primary objective is to create a sustainable, community-focused housing solution that meets the needs of Miami's workforce without compromising on quality or location. By leveraging the Florida Live Local Act and existing legal frameworks, we aim to maximize allowable densities and provide over 1,400 affordable units to the community.

DEVELOPMENT TEAM OVERVIEW

Architect: Orestes Lopez-Recio

With over 40 years of experience in the fields of architecture, construction, and construction management, Orestes Lopez-Recio stands out as a seasoned professional with a comprehensive portfolio of projects. His expertise encompasses a wide variety of project types, including single-family and multi-family residential, commercial retail and warehouse, medical offices, and hotels, contributing to a cumulative construction cost of over 1 billion dollars.

Lopez-Recio's educational foundation is rooted in a Bachelor's degree in Architecture with a minor in Structural Engineering from the University of Miami, where he graduated Cum Laude in 1979. He has been a State of Florida Registered Architect since 1982 and a State Certified General Contractor since 1985.

His career highlights include a long-term consulting role at Shoma Group Inc., a prominent Miami-based developer, where he dedicated over 15 years to designing and managing various projects. His current endeavors involve custom residences, restaurant interiors, and modular apartment buildings, showcasing his adaptability and commitment to innovative construction techniques.

Lopez-Recio's completed projects span a broad spectrum, from hotel renovations and residential developments to medical facilities and luxury apartments, demonstrating his adeptness in handling projects from inception through completion. His work emphasizes a blend of technical proficiency, creative design, and effective project management, making him a valuable asset to any development project.

Projects:

Location Name	Address
Key Largo Ocean Resorts Residential Development	94825 Overseas Hwy, Key Largo, FL
The Bungalows at Key Largo Hotel	99010 Overseas Hwy, Key Largo, FL
108 Menores Luxury Apartments	108 Menores Avenue, Coral Gables, FL
Bayside Inn Key Largo Hotel	99490 Overseas Hwy, Key Largo, FL
Hoover Medical Building Complex	2400 SW 69 th Ave, Miami, FL
Milam Dairy Apartments	201 and 211 NW 72 nd Ave, Miami, FL
AHNVEE Restaurant/Lounge/Bar	621 Washington Ave, Miami Beach, FL
Alfred I. DuPont Building	169 East Flagler St, Miami, FL
Palm Spring Mile Retail Complex	401 West 49 th St, Hialeah, FL
Sigler Residence	12525 SW 47 th St, Miami, FL
El Toro Loco Churrascaria Restaurants	8700 NW 36 th St, Doral, FL 1970 S.W. 8 th St, Miami, FL
Garden Homes Residences	1010 NW 9 th Ct, Miami, FL 1030 NW 9 th Ct, Miami, FL
Modular Shipping Container Apartment Building Residential	426 NW 37 th St and 3621 NW 5 th Ave, Wynwood, Miami, FL

General Contractor: Luke and Sons

Luke and Sons, led by a team of skilled professionals, is a reputable general contracting firm with a robust portfolio of residential, commercial, and industrial projects. The firm prides itself on its commitment to quality, reliability, and efficiency, ensuring that each project is delivered to the highest standards.

The resume of Luke and Sons highlights a history of successful projects that encompass a wide range of construction activities, including ground-up construction, renovations, and expansions. Their expertise in managing complex projects, from single-family homes to large-scale commercial buildings, underscores their capability to meet diverse client needs.

Luke and Sons' approach to construction management integrates cutting-edge technology and sustainable building practices, demonstrating their dedication to innovation and environmental responsibility. Their team's ability to navigate the challenges of modern construction, alongside their strong emphasis on client communication and project transparency, positions them as a leader in the construction industry.

With a proven track record of timely project delivery and budget adherence, Luke and Sons have earned a reputation for excellence. Their commitment to client satisfaction and their comprehensive understanding of the construction process makes them an ideal partner for projects requiring meticulous attention to detail and high-quality outcomes.

Projects:

Location Name	Address
Hoover Medical Building Complex II - A design-build project for an all-in-one medical facility spanning 5 floors	6850 SW 24 th St, Miami, FL
El Toro Loco Churrascaria Doral – A specialty restaurant design-build interior project	8700 NW 36 th St, Doral, FL
El Toro Loco Churrascaria Calle Ocho – Another specialty restaurant project	1970 S.W. 8 th St, Miami, FL
Modular Shipping Container Apartment Building Residential	426 NW 37 th St and 3621 NW 5 th Ave, Wynwood, Miami, FL
Shoma Bazaar Food Hall Commercial	9420 NW 41 st St, Doral, FL
Single Family Residence - A two-story single-family residence	545 N.E. 55 th Terr, Morningside, FL (completed 2022)
Hoover Medical Building Complex I	2400 SW 69 th Ave, Miami, FL (completed 2020)
Cruz Residence Key Largo	440 Big Pine Rd, Key Largo, FL
108 Menores Luxury Apartments	108 Menores Ave, Coral Gables, FL
Ana Amador Residence	2905 SW 57 th Ct, Miami, FL
Crego Residence Hammer Point	138 Guilford Ct, Tavernier, FL
Rojas Residence Klor	94825 Overseas Hwy, Key Largo, FL
Pino Residence Klor	94825 Overseas Hwy, Key Largo, FL
Las Ramblas at Fontainebleau West Residential	Fontainebleau Blvd at NW 97 th Ave, Miami, FL
AHNVEE Restaurant/Lounge/Bar	621 Washington Ave, Miami Beach, FL

Location Name	Address
Cutler Cay Homes Residential	Old Cutler Rd at NW 196 th St, Miami, FL
Alfred I DuPont Building Commercial	169 E. Flagler St, Miami, FL
Palm Springs Mile	419 West 49th St, Hialeah, FL

In-House Counsel: James Doddo, Esq.

James Doddo brings a wealth of experience in law, business, and real estate to the development team of the proposed workforce housing project. With a proven track record in commercial and residential real estate, corporate formation and governance, and business transaction law, Doddo's expertise is poised to contribute significantly to the project's success. His educational background, with cum laude degrees from both Harvard University and the University of Miami School of Law, underpins a deep understanding of the legal and economic aspects critical to the development's objectives. As in-house counsel, Doddo's strategic and tactical representation, entrepreneurial spirit, and commitment to excellence ensure a robust legal framework for the project, aligning with its vision of affordability and luxury for Miami's essential workers.

Professional Experience

Law Offices of James Doddo, P.A., Miami, FL (2013 to Present)

Role: Founder and President

- Founded and leads a boutique business law firm specializing in commercial and residential real estate, corporate formation and governance, business purchases and sales, title insurance, and lending transactions.
- Focuses on transactional practice, offering sophisticated solutions driven by value and efficiency.

Greenberg Traurig, P.A., Miami, FL (2005 to 2009)

Role: Attorney

- Focused on mergers and acquisitions, general corporate matters, commercial lending, bank representation, and title/settlement practices.
- Structured an \$8M stock acquisition, closed numerous large commercial acquisitions and refinance transactions, represented lenders in loan transactions, and played a significant role in closing condominium units for one of Florida's most prominent developers.

Buchanan Ingersoll & Rooney, PC, Miami, FL (2011 to 2013)

Role: Attorney

- Commercial Litigation practice with an emphasis on commercial foreclosure defense and business dispute litigation.
- Retained as outside counsel for the second-largest fuel jobber in South Florida.
- Negotiated the settlement of various commercial and business disputes arising out of the ownership, supply, and management contracts for in excess of 120 retail gasoline service stations.
- Represented a large home builder in connection with various litigation matters ranging from general business disputes to commercial loan workouts.

V.M. Diaz & Partners (formerly with Mr. Diaz at Podhurst Orseck, P.A.), Miami, FL (2009 to 2011)**Role: Attorney**

- Sole associate responsible for managing all aspects of both federal and state court litigation practice for the firm's clients.
- Represented one of the largest home builders in Miami-Dade County, Florida, in connection with a loan workout and foreclosure involving more than \$200M.
- Co-developed litigation strategy resulting in the successful negotiation and workout of said foreclosure.
- Co-drafted response to a dispositive motion in connection with the multi-district In re Checking Account Overdraft Litigation, No. 09-md-2036, S.D. Fla., which resulted in a \$410 Million Settlement to Class Members.

Education/Certifications

- **University of Miami School of Law, Miami, FL (2003-2006):** Juris Doctorate, Cum Laude. Recipient of the University of Miami School of Law Full Tuition Dean's Scholarship, with additional coursework in the Master of Law in Real Property Program. Elected Student Body Association Historian and 1L Senator.
- **Harvard University, Cambridge, MA (1998-2002):** Bachelor of Arts in Economics, Cum Laude. Recipient of the Harvard College Scholarship, Stanley A. Marks Scholarship, and consistently named to the Dean's List. Active in extracurriculars, including the Cuban American Undergraduate Student Association and various sports teams.

RESIDENTIAL UNITS AND PROJECT PHASES

Phase 1 – Building Composition and Vision

Phase 1 introduces 616 units within an environment crafted for diversity and inclusivity. Residential living spaces span across floors 4 to 10, totaling 455,000 square feet. Parking is a priority, with 180,000 square feet dedicated to ensuring residents and guests enjoy the convenience and security of on-site parking.

Total Units	616
Studios	245
One-Bedroom	308
Two-Bedroom	63

Phase 2 – Building Composition and Vision

Phase 2 of the project introduces an impressive 360,000 square feet of residential space through an additional 432 units, significantly addressing the workforce housing shortage. Furthermore, the addition of 76,700 square feet of parking space is a commendable enhancement, providing ample parking that greatly benefits urban living by offering convenience and accessibility.

Total Units	432
Studios	160
One-Bedroom	224
Two-Bedroom	48

Phase 3 – Building Composition and Vision

In Phase 3, the project culminates with 378 units, bringing the total residential space from the 4th to the 10th floors to 280,000 square feet. To complement the living spaces, 61,800 square feet are allocated for parking, enhancing the development's convenience and accessibility.

Total Units	378
Studios	56
One-Bedroom	252
Two-Bedroom	56
Three-Bedroom	14

Summary of Total Square Footage

- **Residential Space: 1,095,000 square feet:**
(Phase 1: 455,000 + Phase 2: 360,000 + Phase 3: 280,000)
- **Parking Space: 318,500 square feet:**
(Phase 1: 180,000 + Phase 2: 76,700 + Phase 3: 61,800)

Together, the three phases create a comprehensive living experience in the urban setting, emphasizing a range of unit types and sufficient parking facilities. This approach ensures that the diverse needs of the community are met while fostering a sense of comfort and convenience that is paramount for city dwellers.

PROJECT AMENITIES FOR PHASES 1-3

Family-Oriented Amenities

- **Children's Play Areas:** Safe, engaging play spaces designed for children of various age groups, incorporating interactive and educational elements.
- **Family BBQ and Picnic Spots:** Outdoor areas equipped with high-end grilling stations and picnic tables for family gatherings and community events.
- **Community Gardens:** Spaces for residents to grow vegetables and flowers, fostering a sense of community and connection to nature.
- **On-site Childcare Services:** Quality childcare facilities within the development, offering convenience for working parents.

Entertainment and Social Amenities

- **Multi-Purpose Clubhouse:** A versatile space for social gatherings, events, and workshops, equipped with a catering kitchen for events.
- **State-of-the-art gym and Wellness Center:** Includes a range of fitness equipment, yoga studios, and possibly a spa area for relaxation.
- **Rooftop Terraces with Views:** Accessible areas designed for relaxation and socializing, offering panoramic views of Miami.
- **Cinema Room:** A mini-theater for movie nights and sporting events, enhancing the community living experience.
- **Co-working Spaces:** Modern, fully equipped workspaces to support remote working trends, with high-speed internet access.

Luxury Finishes and Design for Units

- **High-Quality Flooring:** Use of premium materials such as hardwood or high-grade vinyl for durability and aesthetic appeal.
- **Modern Kitchens:** Stainless steel appliances, quartz countertops, and custom cabinetry to cater to the culinary enthusiast.
- **Smart Home Features:** Integration of smart thermostats, lighting controls, and security systems for enhanced comfort and safety.
- **Spacious, Open-Concept Layouts:** Designs that maximize natural light and living space, with balconies or patios for private outdoor enjoyment.
- **Luxury Bathroom Finishes:** High-end fixtures, frameless shower doors, and designer tiles for a spa-like experience.

Additional Amenities

- **Transportation Services:** Shuttle services to the MIC and other key points, encouraging the use of public transportation.
- **Pet-Friendly Policies:** Including pet parks and grooming stations for animal lovers.
- **Electric Vehicle Charging Stations:** Supporting sustainable living and convenience for residents with electric vehicles.
- **Bicycle Storage and Repair Stations:** Encouraging eco-friendly transportation and active lifestyles.
- **Recycling and Green Initiatives:** Programs aimed at reducing the carbon footprint and promoting sustainability within the community.

DEVELOPMENT PLAN

1. Pre-Development Phase

Conceptualization and Feasibility Study (Months 1-3) (COMPLETED)

Objective: Determine project's viability, target market, and preliminary financial analysis.

Activities

- Market research and analysis.
- Initial financial modeling and feasibility study.
- Site selection and preliminary due diligence.

Acquisition of Land (Months 1-3)

Objective: Secure the site for the project.

Activities

- Proposal to District Commissioner and Office of the Mayor.
- Preparation of legislative items.
- Presentation before the Board of County Commissioners.

Design and Entitlements (Months 3-18)

Objective: Develop detailed building designs and obtain necessary approvals and permits.

Activities

- Hire architect and design team. (COMPLETED)
- Develop preliminary and then final design plans. (COMPLETED)
- Submission of plans for zoning and building permits.
- Address any regulatory issues or community concerns.

2. Financing Phase

Securing Financing (Months 12-18)

Objective: Obtain the necessary capital for project development.

Activities

- Finalize project budget based on detailed designs.
- Secure construction loan and finalize equity partnerships.

3. Construction Phase

Pre-Construction (Months 19-21)

Objective: Prepare for construction.

Activities

- Select general contractor and subcontractors.
- Finalize construction schedule and contracts.
- Mobilize site and set up construction management operations.

Construction (Months 22-45)

Objective: Execute the construction of the building.

Activities

- Site work and foundation.
- Structural framing, plumbing, electrical, and mechanical systems.
- Interior finishes and exterior facade.
- Landscaping and external amenities.
- Continuous monitoring, quality control, and adjustments to the project plan, as necessary.

Closeout and Commissioning (Months 46-48)

Objective: Complete final construction tasks and prepare the building for occupancy.

Activities

- Final inspections and obtaining a certificate of occupancy.
- Completion of punch list items.
- Commissioning of building systems.
- Finalize as-built documentation.

4. Post-Construction Phase

Marketing and Leasing (Months 45-54)

Objective: Attract tenants to lease the rental units.

Activities

- Develop and implement a marketing plan.
- Set up leasing office and conduct tours.
- Sign leases and move-in tenants.

Operations (Month 54 onwards)

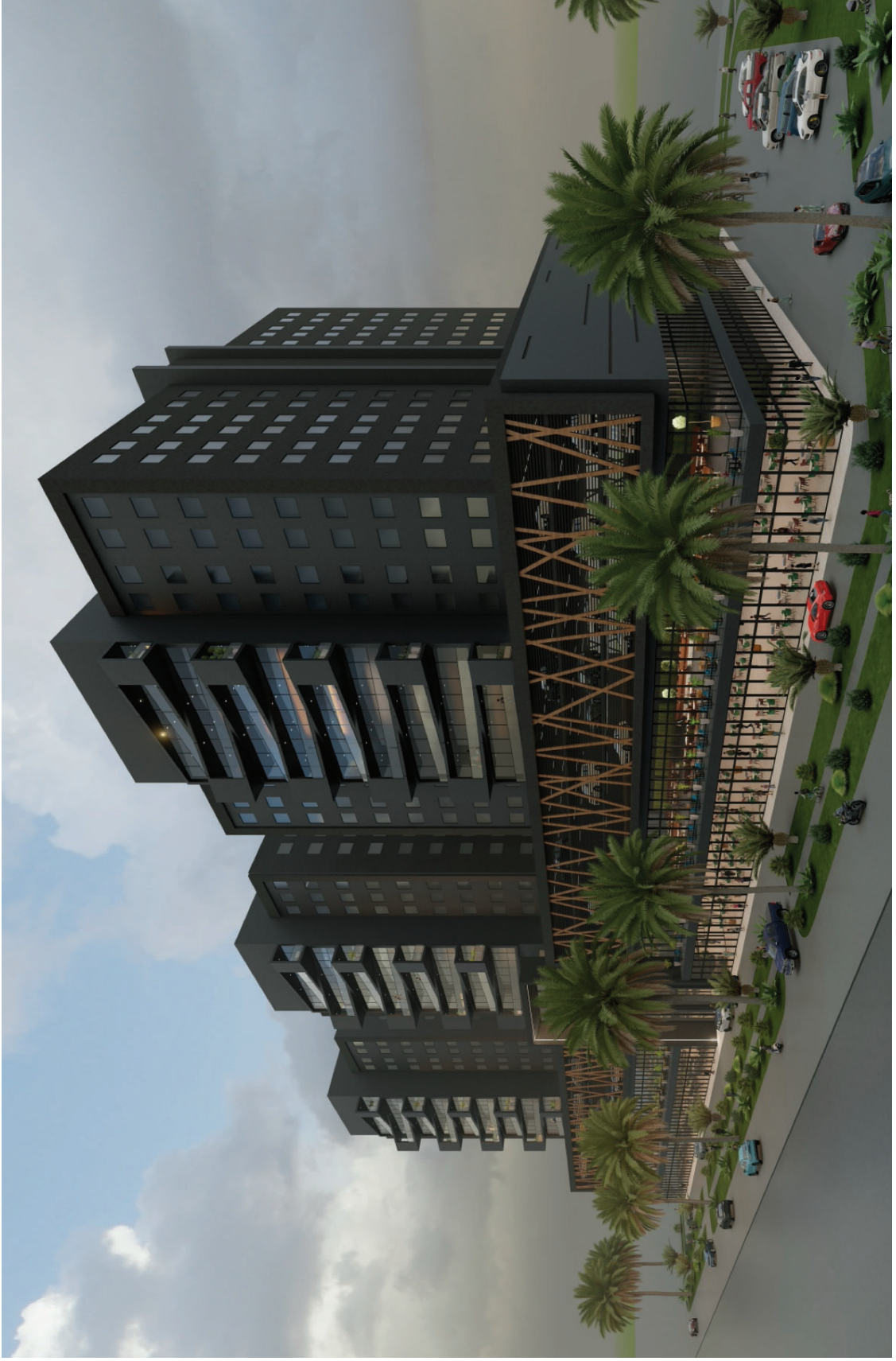
Objective: Manage the property and maintain high occupancy rates.

Activities

- Ongoing property management.
- Tenant relationship management.
- Maintenance and repairs.

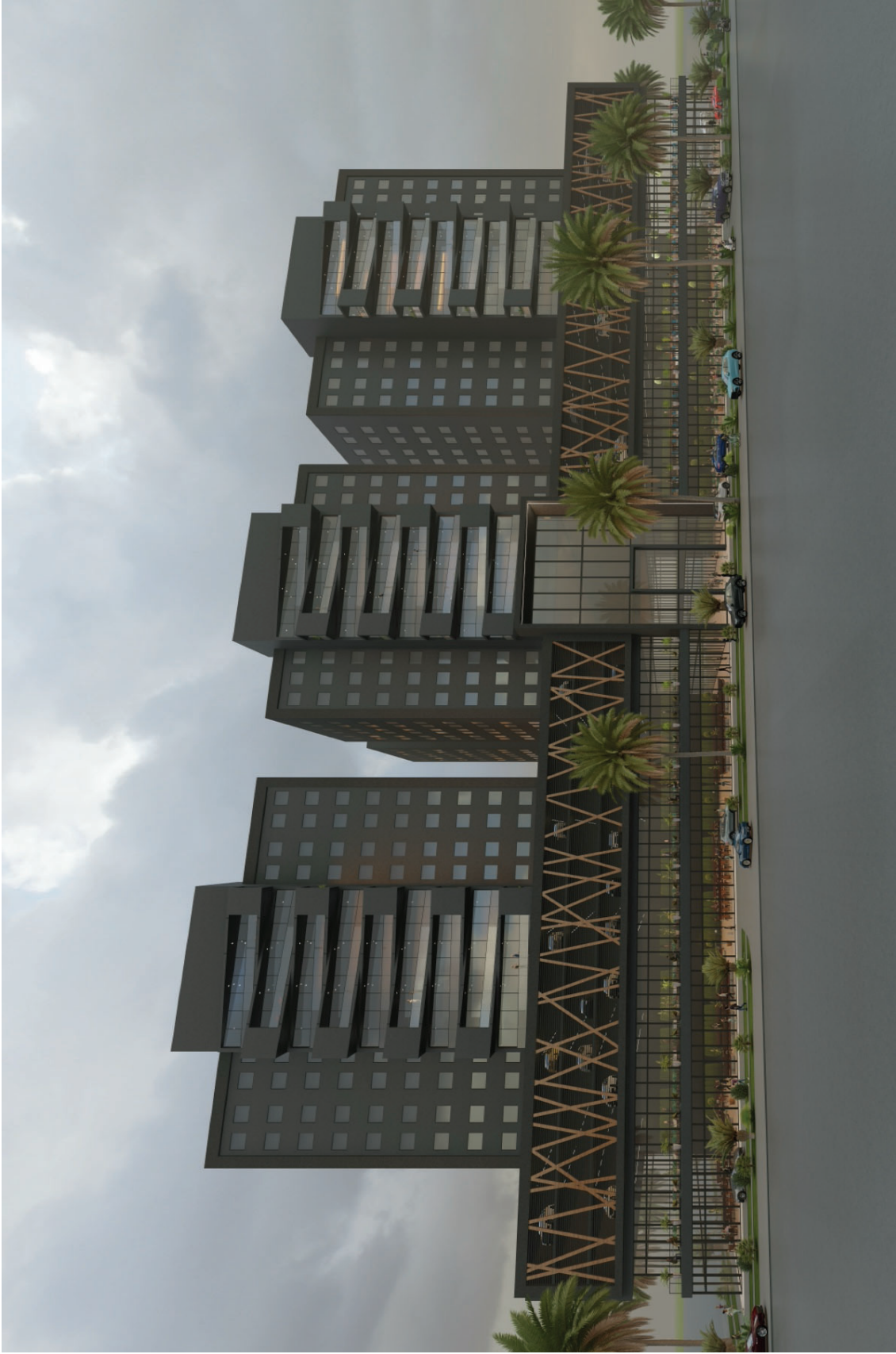
RENDERINGS

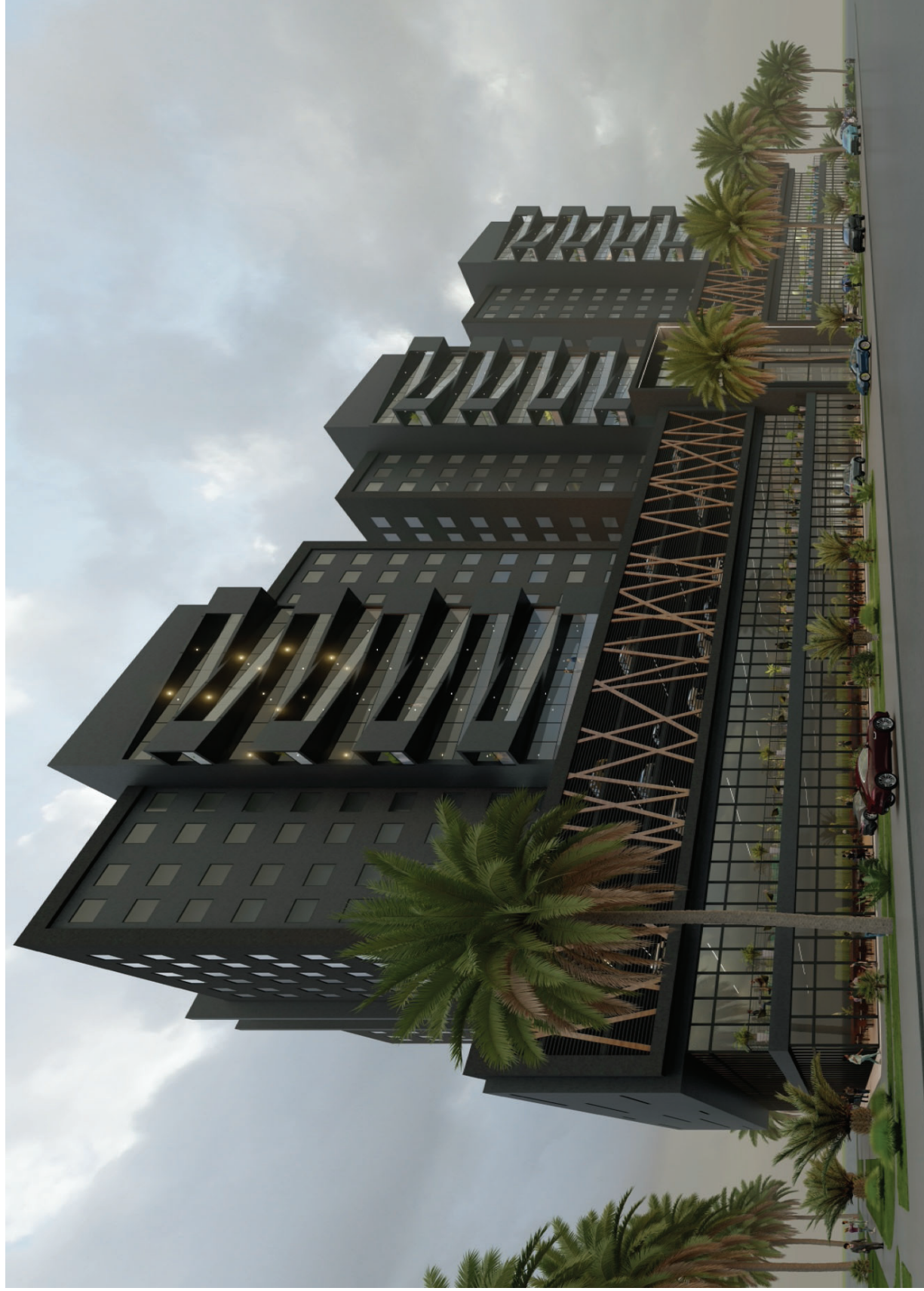
Phase 1



MDC044

MDC045





MDC046

MDC047



Phase 2



MDC048

Phase 3



MDC049

MDC050



Phases 1-3



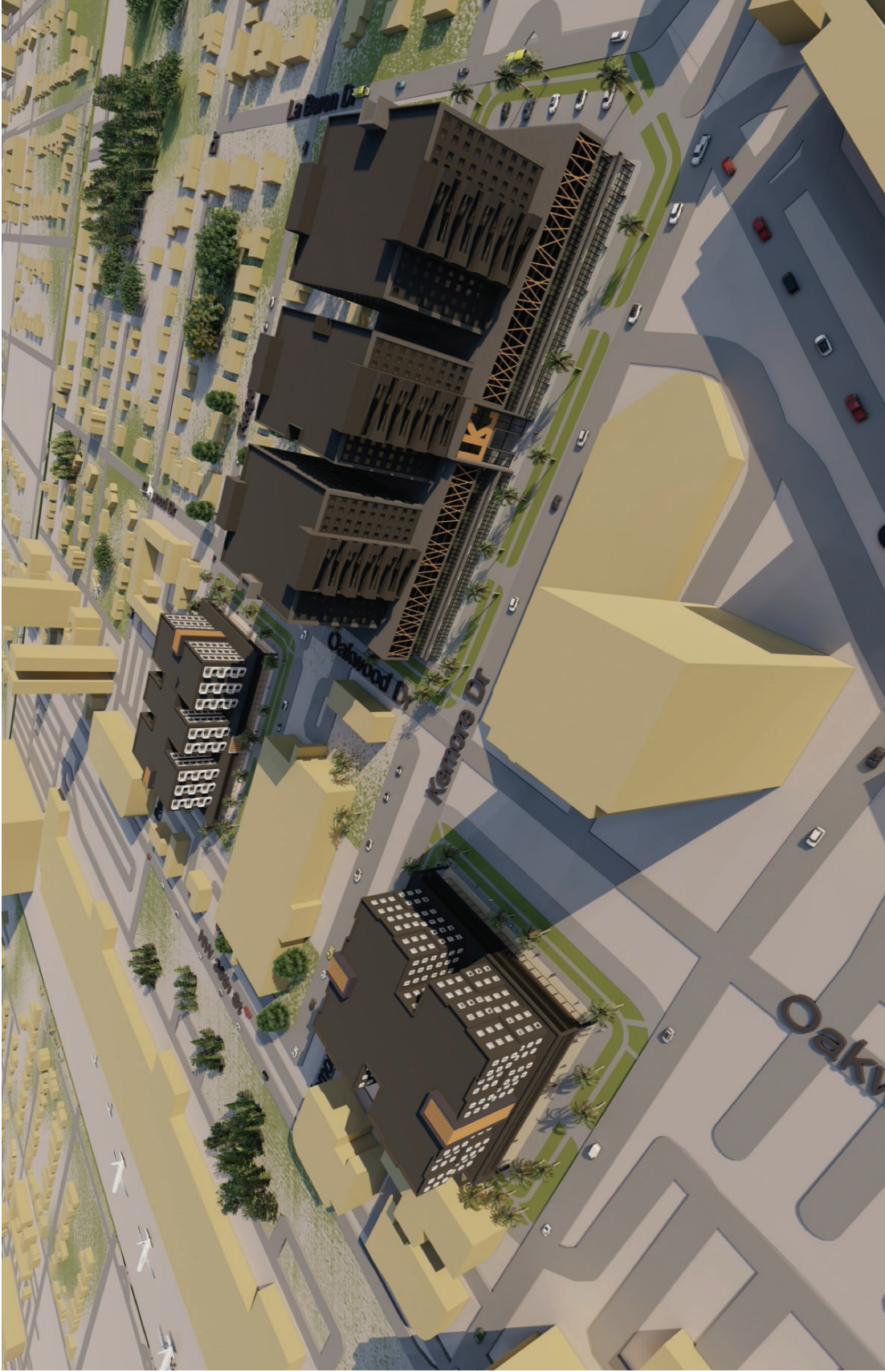
MDC051



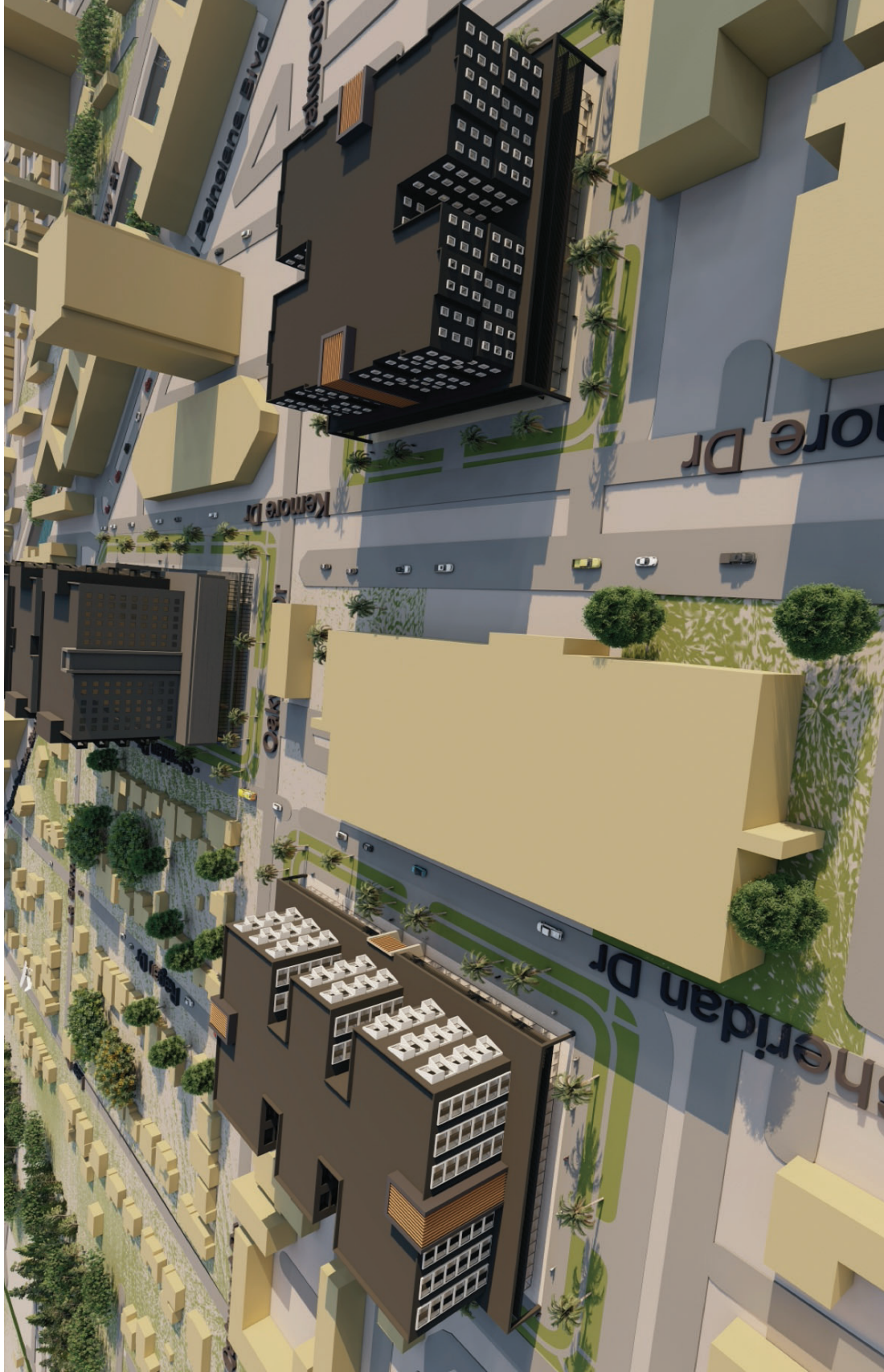
MDC052



MDC053



MDC054



MDC055



MDC056

MDC057



Title Insurance

FIDELITY NATIONAL TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

PROPERTY INFORMATION REPORT

File Number: 11486521

Reference: 05-3120-000-0450

Provided for: **Habitat Creators**
Attention: James Doddo, Esq.
4809 Volunteer Road
Davie, Florida 33330

FIDELITY NATIONAL TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Miami-Dade County, Florida through and including the date of November 21, 2023 at 6:00 a.m. on the land described:

That portion of the West 375 feet of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 20, Township 53 South, Range 41 East, lying within the bounds of Block 12, less streets, of EDGEWATER PARK, according to the Plat thereof, as recorded in Plat Book 17, Page 72, of the Public Records of Miami-Dade County, Florida.

Address: 4355 NW 36th Street, Miami Springs, Florida
 Folio No. 05-3120-000-0450

That record title to the land as described and shown on the above description is as follows:

Quit-Claim Deed filed March 20, 1992, recorded in Official Records Book 15437, Page 2604, from Eastern Air Lines, Inc., a Delaware corporation, to Dade County.

The following mortgages and liens identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

NONE

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS THAT ARE NOT EXAMINED OR REVIEWED.

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. PLAT	September 23, 1925	PB 17/72
2. PLAT	June 20, 1928	PB 28/82
3. MEMORANDUM OF DEVELOPMENT LEASE AGREEMENT	May 1, 1998	18085/2848
4. AFFIDAVIT IN SUPPORT OF APPLICATION FOR CITY OF MIAMI SPRINGS PARKING VARIANCE (CASE NO. 32-V-97)	October 21, 1998	18320/2223

CERTIFICATE OF SEARCH
FILE NUMBER: 11486521
PAGE 2

Name Search on the Fee Simple Title Owner only:

MIAMI-DADE COUNTY (No search has been made)

Lessee:

AIRBUS SERVICE COMPANY, INC.

and found the following:

NOTHING FOUND

PROPERTY INFORMATION REPORT
FILE NUMBER: 11486521

FIDELITY NATIONAL TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Miami-Dade State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Miami-Dade, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Miami-Dade County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code). No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Miami-Dade County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Miami-Dade, Florida and/or Office of the Clerk of Circuit Court of Miami-Dade County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

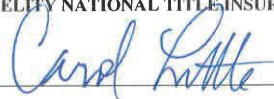
FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years preceding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 12th day of December, 2023.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By  _____

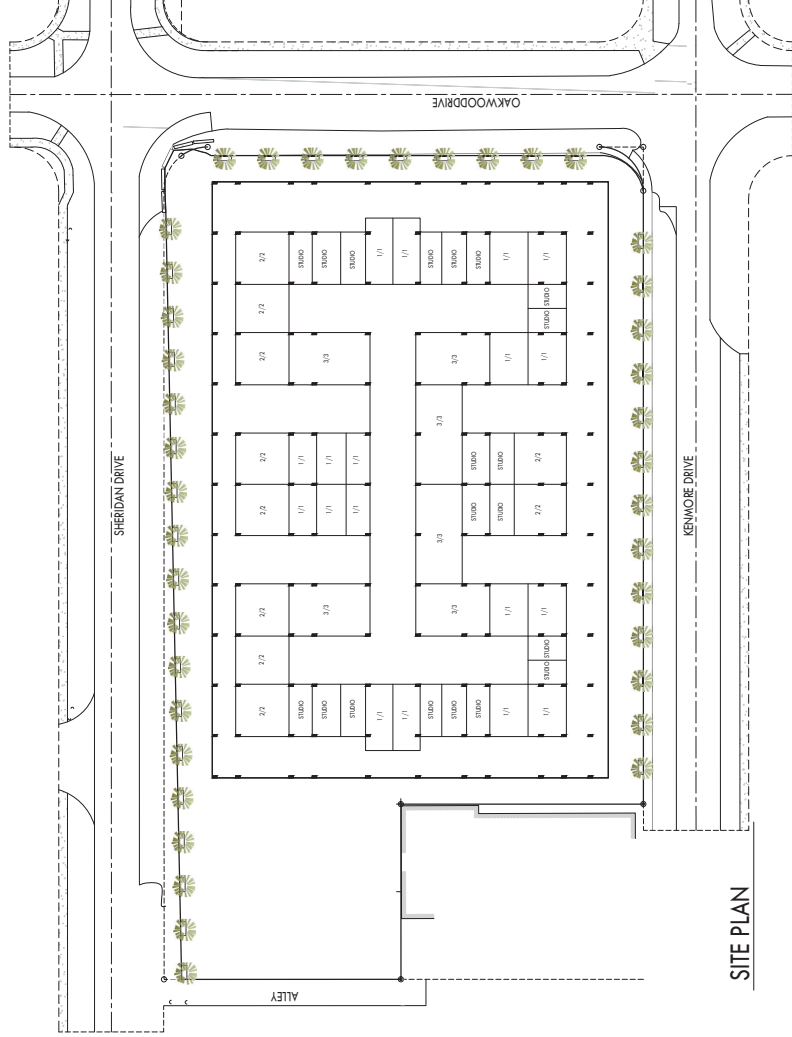
This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Phase 2

Site Plan

BUILDING 2

UNIT BREAKDOWN												
No. BED / BATH	PER FLOOR COUNT								TOTAL No. UNIT TYPES			
	3RD FLR	4TH FLR	5TH FLR	6TH FLR	7TH FLR	8TH FLR	9TH FLR	10TH FLR				
STUDIO 1/1	20	20	20	20	20	20	20	20	160	37 %		
	18	18	18	18	18	18	18	18	144	33.33 %		
	22	10	10	10	10	10	10	10	80	18.51 %		
	373	6	6	6	6	6	6	6	40	11.16 %		
	54	54	54	54	54	54	54	54	432	100 %		



Phase 2

FIDELITY NATIONAL TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

PROPERTY INFORMATION REPORT

File Number: 11486551 Reference: 05-3120-033-0060

Provided for: **Habitat Creators**
Attention: James Doddo, Esq.
4809 Volunteer Road
Davie, Florida 33330

FIDELITY NATIONAL TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Miami-Dade County, Florida through and including the date of November 21, 2023 at 6:00 a.m. on the land described:

Tract "E", of EDGEWATER REVISED PLAT, according to the Plat thereof, as recorded in Plat Book 31, Page 76, of the Public Records of Miami-Dade County, Florida.

ALSO KNOWN AS:

Lots 1 through 10, and Lots 24 through 30, Block 4, of EDGEWATER PARK, according to the Plat thereof, recorded in Plat Book 17, Page 72, of the Public Records of Miami-Dade County, Florida.

Folio No. 05-3120-033-0060

That record title to the land as described and shown on the above description is as follows:

Quit-Claim Deed filed March 20, 1992, recorded in Official Records Book 15437, Page 2602, from Eastern Air Lines, Inc., a Delaware corporation, to Dade County.

The following mortgages and liens identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

NONE

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS THAT ARE NOT EXAMINED OR REVIEWED.

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. PLAT	September 23, 1925	PB 17/72
2. PLAT	June 11, 1930	PB 31/76
3. MEMORANDUM OF DEVELOPMENT LEASE AGREEMENT	May 1, 1998	18085/2848

CERTIFICATE OF SEARCH
FILE NUMBER: 11486551
PAGE 2

4. AFFIDAVIT IN SUPPORT OF APPLICATION
FOR CITY OF MIAMI SPRINGS PARKING
VARIANCE (CASE NO. 32-V-97) October 21, 1998 18320/2223

Name Search on the Fee Simple Title Owner only:

MIAMI-DADE COUNTY (No search has been made)

Lessee:

AIRBUS SERVICE COMPANY, INC.

and found the following:

NOTHING FOUND

PROPERTY INFORMATION REPORT
FILE NUMBER: 11486551

FIDELITY NATIONAL TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Miami-Dade State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Miami-Dade, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Miami-Dade County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Miami-Dade County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Miami-Dade, Florida and/or Office of the Clerk of Circuit Court of Miami-Dade County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years preceding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 12th day of December, 2023.

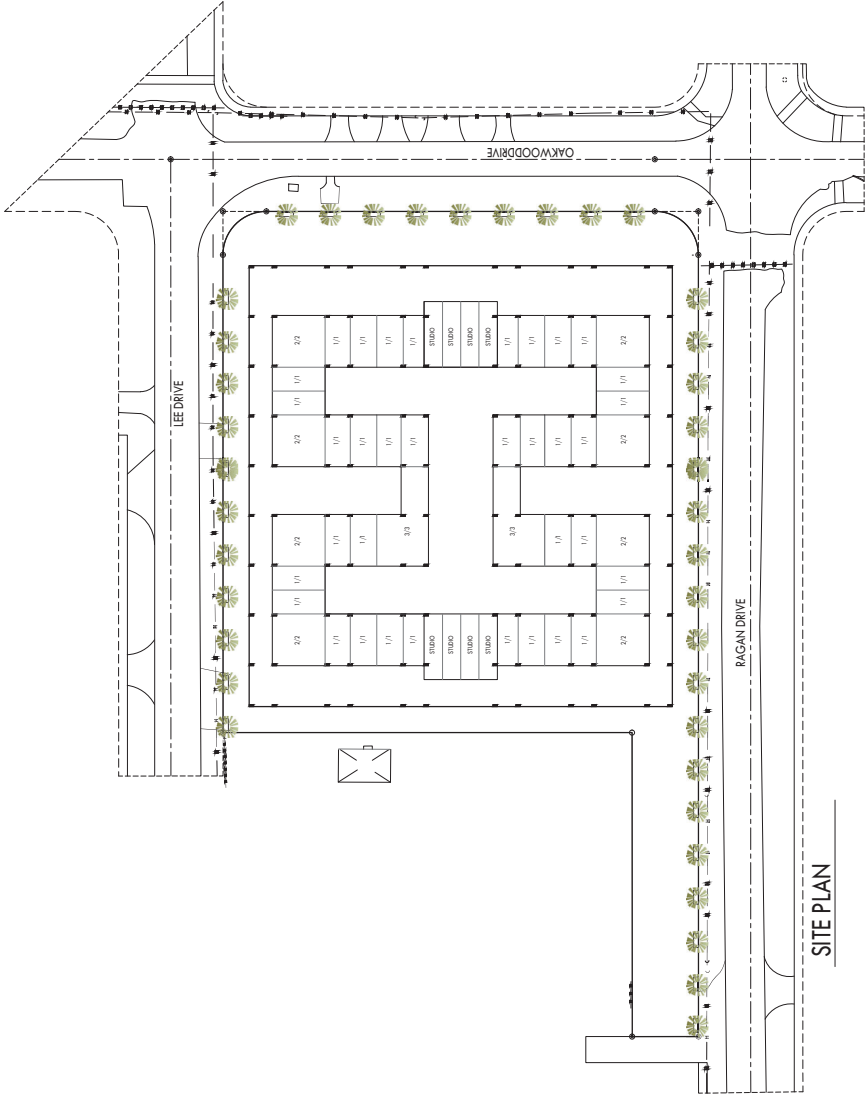
FIDELITY NATIONAL TITLE INSURANCE COMPANY

By 

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

BUILDING 3

UNIT BREAKDOWN										USERS MIXED USE			
No. BED /BATH	PER FLOOR COUNT								TOTAL No. UNIT TYPES	FLOOR LEVEL	RESIDENTIAL COMPONENT	COMMERCIAL LIVE WORK	PARKING
	4TH FLR.	5TH FLR.	6TH FLR.	7TH FLR.	8TH FLR.	9TH FLR.	10TH FLR.						
STUDIO	8	8	8	8	8	8	8	56	14.81 %	1	0	0	0
1/1	36	36	36	36	36	36	36	252	66.67 %	2	0	0	6,180 SF
2/2	8	8	8	8	8	8	8	56	14.81 %	3	0	0	0
3/3	2	2	2	2	2	2	2	14	3.71 %	4	54APARTMENTS, 40,000 SF	0	0
										5	54APARTMENTS, 40,000 SF	0	0
										6	54APARTMENTS, 40,000 SF	0	0
										7	54APARTMENTS, 40,000 SF	0	0
										8	54APARTMENTS, 40,000 SF	0	0
										9	54APARTMENTS, 40,000 SF	0	0
										10	54APARTMENTS, 40,000 SF	0	0



SITE PLAN

Phase 3

Title Insurance

FIDELITY NATIONAL TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

PROPERTY INFORMATION REPORT

File Number: 11486445 Reference: 05-3120-034-0680

Provided for: **Habitat Creators**
Attention: James Doddo, Esq.
4809 Volunteer Road
Davie, Florida 33330

FIDELITY NATIONAL TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Miami-Dade County, Florida through and including the date of November 21, 2023 at 6:00 a.m. on the land described:

All of Lots 1 to 8, inclusive, and the North 1/2 of Lot 9, and the East 38.25 feet of the South 1/2 of Lot 9 and the East 38.25 feet of Lots 10, 11, 12 and the North 1/2 of Lot 27, and all of Lots 28 to 30, inclusive, Block 6, of AMENDED PLAT OF EDGEWATER PARK, according to the Plat thereof, as recorded in Plat Book 34, Page 90, of the Public Records of Miami-Dade County, Florida.

Folio No. 05-3120-034-0680

That record title to the land as described and shown on the above description is as follows:

Quit-Claim Deed filed March 20, 1992, recorded in Official Records Book 15437, Page 2598, from Eastern Air Lines, Inc., a Delaware corporation, to Dade County.

The following mortgages and liens identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. UTILITY LIEN	August 12, 2011	27790/3306

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS THAT ARE NOT EXAMINED OR REVIEWED.

1. PLAT	November 27, 1936	PB 34/90
2. EASEMENT	April 3, 1967	5434/538
3. MEMORANDUM OF DEVELOPMENT LEASE AGREEMENT	May 1, 1998	18085/2848
4. AFFIDAVIT IN SUPPORT OF APPLICATION FOR CITY OF MIAMI SPRINGS PARKING VARIANCE (CASE NO. 32-V-97)	October 21, 1998	18320/2223

CERTIFICATE OF SEARCH
FILE NUMBER: 11486445
PAGE 2

Name Search on the Fee Simple Title Owner only:

MIAMI-DADE COUNTY (No search has been made)

Lessee:

AIRBUS SERVICE COMPANY, INC.

and found the following:

NOTHING FOUND

PROPERTY INFORMATION REPORT
FILE NUMBER: 11486445

FIDELITY NATIONAL TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Miami-Dade State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Miami-Dade, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Miami-Dade County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code). No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Miami-Dade County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Miami-Dade, Florida and/or Office of the Clerk of Circuit Court of Miami-Dade County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

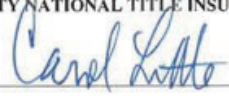
FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years preceding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 12th day of December, 2023.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By 

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

BOUNDARY SURVEY

Scale: 1" = 30'



LOCATION MAP

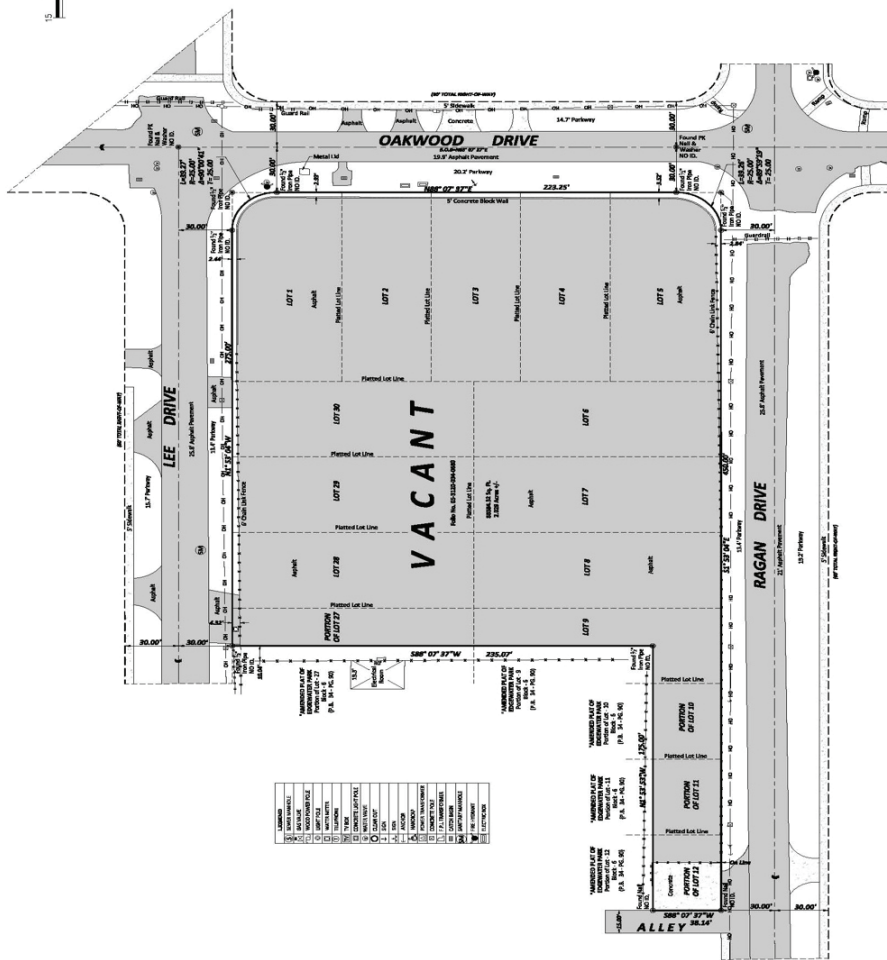
LEGAL DESCRIPTION:

ALL LOTS 1 & 8 INCLUSIVE, AND THE NORTH 1/2 OF LOT 9, AND THE EAST 18.25 FEET TO THE SOUTH 1/2 OF LOT 9, AND THE EAST 18.25 FEET OF LOTS 10, 11, 12 AND THE NORTH 1/2 OF LOT 27 AND ALL LOTS 28 TO 36, INCLUSIVE, IN BLOCK 6, OF THE UNDEVELOPED PLAT OF ENGLAVE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34 PAGE 80, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

CERTIFIED TO:

- [illegible]

The above "BOUNDARY SURVEY" represents the herein described property and it was completed under my supervision and in accordance with the best of my knowledge and belief and it also meets the Minimum Technical Standard set forth by The Florida Board of Land Surveyors and Mappers, pursuant to Section 53-47.051, Florida Statutes and implementing Rules, Florida Board Administrative Code.

[illegible][illegible][illegible]

ATTACHMENT "D"

Instrument prepared by and returned to:

Terrence A. Smith Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this day ____ of _____, 20____ by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **HABITAT CREATORS, INC.**, a Florida corporation ("Company"), whose address is 333 SE 2nd Avenue Suite 3775, Miami, Florida 33131, their successors and assigns.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Company, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Company, its successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

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

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years (it being understood that the Company is a not-for-profit organization and shall be entitled to apply for and receive all tax exemptions for which it is eligible) and the following restrictions (collectively the "deed restrictions"):

1. That the Property is being sold with a restriction requiring any dwelling units constructed at the Property to be for affordable workforce housing as set forth in section 125.379, Florida Statutes ("Dwelling Units"). Such Dwelling Units shall be sold to extremely low-, very low-, low-, and moderate-income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income ("Qualified Household"). Priority for such Dwelling Units shall be given to persons who work at Miami International Airport or who work for an airline that provides service at Miami International Airport provided that such airline worker is based at Miami International Airport (collectively, an "MIA Worker"), or, if any Miami-Dade Water and Sewer Department ("WASD") property is transferred to the Miami-Dade Aviation Department ("MDAD") in connection with the conveyance, as confirmed in writing to the Company by the County, to

employees of Miami-Dade County who work for the Miami-Dade Water and Sewer Department (“WASD Employee”). The Company shall be responsible for verifying that a prospective homebuyer is an MIA Worker or, if WASD property is transferred to MDAD in connection with the conveyance, a WASD Employee. If, after 6 months from the date that any such Dwelling Unit is offered or marketed for sale to MIA Workers and, as applicable, a WASD Employees in good faith, no MIA Worker or WASD has bought any Dwelling Unit, the Company may request the County Mayor or Mayor’s designee to waive this requirement for that Dwelling Unit. This requirement shall apply to each Dwelling Unit offered for sale, regardless of whether a waiver was granted for a previous Dwelling Unit.

2. That the Property shall be developed within the earlier of ten (10) years of the recording of this Deed or five (5) years from the date that the Developer is able to secure a written waiver or release or Airbus’s rights in the Property (the “Development Period”), as evidenced by the issuance of a final Certificate of Occupancy for each Dwelling Unit. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Company must complete the housing required herein. In order for such waiver by the County to be effective, it shall:

a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 12 below; and

b. Be evidenced by the preparation and recordation in the public records of Miami- Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Company must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within the Development Period, any party may rely upon the fact that the reverter has occurred, and that title has reverted to the County.

3. Reserved.

4. Reserved.

5. Reserved.

6. That the Property shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units.

7. That Dwelling Units shall be sold to Qualified Households, but under no circumstances shall the sales price of the Dwelling Units exceed the County’s Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Company fails to sell the Dwelling Units to Qualified Households or sells the Dwelling Units above the County’s Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Company , upon written notification from the County,

fails to cure such default, then title to the Property shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Company shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

8. That the Company shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: (a) any such assignment to an affiliate owned or controlled by the Company, (b) a transfer to a mortgagee pursuant to a mortgage that complies with paragraph 9 below; sale of a Dwelling Unit to a qualified homebuyer.

9. That the Company shall require that each Qualified Household purchasing a Dwelling Unit to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Company to the Qualified Household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the Company to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a Qualified Household as defined in section 420.004, Florida Statutes, at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.

10. That the Company shall pay real estate taxes and assessments on the Property or any part thereof when due. the Company shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that the Company may encumber the Property with:

- a. Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by the Company (together, the "Improvements") as determined by an appraiser; and
- b. Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements") as determined by an appraiser.
- c. Any mortgage(s) in favor of any lender that may go into default,

lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein remain enforceable and in full force and effect and can only be extinguished by the County. The deed restrictions shall continue to run with the land notwithstanding the mortgage or change in ownership and shall apply to the "successors heirs and assigns" of the Company.

11. The recordation, together with any mortgage purporting to meet the requirements of paragraph 10(a) or 10(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by the Company, stating the value of the Property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

12. If in the sole discretion of the County, (a) the Company ceases to exist prior to sale of the Dwelling Units to the Qualified Households (unless the Company's interest in the Properties has been assigned, transferred, or conveyed pursuant to the terms of this Deed) or (b) any term of this Deed or deed restriction is not complied with, the Company shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Company fails to remedy such default within thirty (30) 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, the Company shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such 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 the Company. 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 Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami- Dade County.

13. All conditions and deed restrictions set forth herein shall run with the land for a period of twenty (20) years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

14. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Company with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions and release of the County's reversionary interest related to the Property shall be in a form recordable in the Office of the Clerk of the Circuit

Court of Miami-Dade County, Florida.

15. The Company waives all claims of any kind against the County related to the conveyance or use of the Property, whether in law or equity, without limitation. The County shall bear no liability of any kind with respect to Company's ability or inability to develop the Properties.

16. The Company shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities pursuant to that certain Indemnification Agreement, dated _____, 202__.

17. This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same. The Company expressly acknowledges that the Property may be encumbered by that certain 32-year Development Lease Agreement between the County and Airbus Service Company, Inc. dated April 1, 1998 (the "Airbus Lease"), a copy of which the Company agrees has been provided to it. The Company agrees and acknowledges that the Airbus Lease includes an option to lease and develop the Property. The Company agrees and acknowledges that the County neither warrants, represents, or guarantees that it can or has conveyed good or marketable title to the Property. The Company acknowledges that the Properties are being conveyed in "As-Is" condition.

15. THE COMPANY CERTIFIES THAT IT HAS READ, UNDERSTANDS, AND HAS SIGNED THE AIRPORT LAND USE AND/OR NOISE COMPATIBILITY RESTRICTION ZONE DISCLOSURE STATEMENT FOR THE SALE OF, OR OTHER TRANSACTION INVOLVING, THIS PARCEL OF AFFECTED LAND AS REQUIRED BY SECTION 33-333 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA.

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

(OFFICIAL SEAL)

ATTEST:

Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

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

By:

(Deputy Clerk Signature)

Print

Name: _____

Date: _____

—

By:

Chairperson or Vice-Chairperson

Approved for legal sufficiency:

By: _____
Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the __ day of _____, 2025.

IN WITNESS WHEREOF, the representative of **HABITAT CREATORS, INC.**, a Florida corporation (the “Company”), has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2025, and that by the execution of same, the Company represents that it has reviewed, approved and accepted the terms of this Amended and Restated Deed.

WITNESS/ATTEST

Name: _____

By: _____

Title: _____

By: _____

Print Name: _____

Address: _____

By: _____

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 by _____ as _____, on behalf of **HABITAT CREATORS, INC.**, a Florida corporation, and s/he ☐ has produced _____ as identification or ☐ is personally known to me.

Notary Public
State of Florida at Large
My Commission Expires:

LEGAL DESCRIPTION

Folio No. 05-3120-000-0450	THAT PART OF THE W 375 FT OF W1/2 OF E1/2 OF SW1/4 SEC 20 FORMERLY DESC AS BLK 12 OF EDGEWATER PARK PER PB 17- 72
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