

MEMORANDUM

Agenda Item No. 11(A)(6)

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

DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution superseding Resolution No. R-915-18; authorizing the removal of the property located at 2721 N.W. 44 Street, Miami, Florida (Folio No. 30-3121-026-1210) from the Infill Housing Program; approving, in accordance with section 125.379, Florida Statutes, the use and development of the property by SIMCAR DEV, LLC, which is a Florida limited liability company and an affiliate of SIMCAR, LLC, at a price of \$10.00, with a 24-unit, special needs affordable housing project that targets homeless persons; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute an Amended and Restated County Deed; and authorizing the County Mayor to take all action necessary to enforce the provisions set forth in such Amended and Restated County Deed, to provide copies of the recorded Amended and Restated County Deed and the restrictive covenants required by such Deed to the Property Appraiser, and to ensure placement of appropriate signage

Resolution No. R-1076-19

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.



Abigail Price-Williams
County Attorney

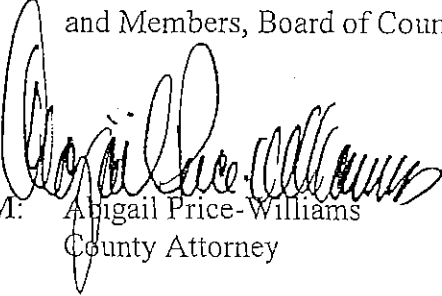
APW/uw



MEMORANDUM
(Revised)

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

DATE: October 3, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(6)

Please note any items checked.

- _____ "3-Day Rule" for committees applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 11(A)(6)

Veto _____

10-3-19

Override _____

RESOLUTION NO. _____ R-1076-19

RESOLUTION SUPERSEDING RESOLUTION NO. R-915-18; AUTHORIZING THE REMOVAL OF THE PROPERTY LOCATED AT 2721 N.W. 44 STREET, MIAMI, FLORIDA (FOLIO NO. 30-3121-026-1210) FROM THE INFILL HOUSING PROGRAM; APPROVING, IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, THE USE AND DEVELOPMENT OF THE PROPERTY BY SIMCAR DEV, LLC, WHICH IS A FLORIDA LIMITED LIABILITY COMPANY AND AN AFFILIATE OF SIMCAR, LLC, AT A PRICE OF \$10.00, WITH A 24-UNIT, SPECIAL NEEDS AFFORDABLE HOUSING PROJECT THAT TARGETS HOMELESS PERSONS; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEED, TO PROVIDE COPIES OF THE RECORDED AMENDED AND RESTATED COUNTY DEED AND THE RESTRICTIVE COVENANTS REQUIRED BY SUCH DEED TO THE PROPERTY APPRAISER, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

WHEREAS, on September 5, 2018, this Board adopted Resolution No. R-915-18, which authorized the conveyance, in accordance with section 125.379, Florida Statutes, of a County-owned property located at 2721 N.W. 44 Street, Miami, Florida (Folio No. 30-3121-026-1210) (“Property”) to SIMCAR DEV, LLC, a Florida limited liability company and an affiliate of SIMCAR, LLC (“SIMCAR”); and

WHEREAS, SIMCAR proposed to develop the Property with four affordable homes to be sold to very low, low- or moderate income households in accordance with the Miami-Dade County Infill Housing Initiative Program (“Infill Housing Program”); and

WHEREAS, the conveyance of the Property to SIMCAR is subject to a reverter, which, at the County's sole option, could be exercised, in part, if SIMCAR failed to develop the Property with affordable housing to be sold to very low-, low- or moderate income households within two years of the effective date of the conveyance of the Property, unless such time was extended at the discretion of this Board; and

WHEREAS, on October 10, 2018, in accordance with Resolution No. R-915-18, the Chairperson of the Board executed a County Deed, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference; and

WHEREAS, the County Deed was recorded in the Public Records of Miami-Dade County on October 10, 2018; and

WHEREAS, SIMCAR has submitted a proposal to the County Commissioner of District 3, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference, wherein SIMCAR requests that the County consider relieving it of its obligations under the County Deed and the Infill Housing Program in order to permit it to develop the Property with a 24-unit, special needs affordable housing project targeting homeless persons ("Project"); and

WHEREAS, SIMCAR further proposes that it will also develop the Project on five properties which it currently owns; and

WHEREAS, this Board believes that the Project is consistent with this Board's goals of eliminating homelessness and providing decent, safe, sanitary affordable housing for the residents of Miami-Dade County; and

WHEREAS, this Board also finds that the conveyance of the Property for the purposes described herein is consistent with the requirements of section 125.379, Florida Statutes; and

WHEREAS, accordingly, this Board wishes to remove the Property from the Infill Housing Program and authorize the execution of an amended and restated County Deed, which shall be subject to a reverter and the following conditions: (a) that the Property shall be developed with the Project within no more than five years from the date the Amended and Restated County Deed is recorded, unless such timeframe is extend by this Board; (b) that the Project shall target homeless persons whose incomes do not exceed 120 percent of area median income as published by the United States Housing and Urban Development or the Florida Housing Finance Corporation for Miami-Dade County; and (c) that SIMCAR record a restrictive covenant approved by the County that sets forth the rental limits for each of the units in the Project and ensures that the Project remains affordable for a period of 20 years,

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

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

Section 2. This resolution hereby supersedes Resolution No. R-915-18.

Section 3. This Board hereby authorizes the removal of the property located at 2721 N.W. 44 Street, Miami, Florida (Folio No. 30-3121-026-1210) (“Property”) from the Infill Housing Program and such program’s requirements.

Section 4. This Board approves, in accordance with section 125.379, Florida Statutes, the use and development of the Property by SIMCAR, at a price of \$10.00, with a 24-unit, special needs affordable housing project targeting homeless persons (“Project”), subject to a reverter and the following conditions: (a) that the Property shall be developed with the Project within no more than five years from the date the Amended and Restated County Deed that is to be executed in accordance with section 5 below is recorded in the Public Records of Miami-Dade County, unless

such timeframe is extend by this Board; (b) that the Project shall target homeless persons whose incomes do not exceed 120 percent of area median income as published by the United States Housing and Urban Development or the Florida Housing Finance Corporation for Miami-Dade County; and (c) that SIMCAR record a restrictive covenant approved by the County that sets forth the rental limits for each of the units in the Project and ensures that the Project remains affordable for a period of 20 years.

Section 5. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the Amended and Restated County Deed, in substantially the form attached hereto and made a part hereof as Attachment "C."

Section 6. This Board further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to effectuate the conveyance, to exercise all rights set forth in the County Deed, other than those reserved to this Board therein, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or the County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or the 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 County Property Appraiser. This Board further authorizes the County Mayor or the County Mayor's designee to receive on behalf of the County from SIMCAR, 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 SIMCAR is unable or fails to comply with the deed restrictions set forth in the Amended and Restated County Deed.

Upon the receipt of a deed from SIMCAR, the County Mayor or the County Mayor's designee shall record such deed in the Public Records of Miami-Dade County.

Section 7. This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed on the Property identifying the County's name and the name of the district commissioner.

Section 8. This Board directs the County Mayor or the County Mayor's designee to provide copies of the recorded Amended and Restated County Deed and the restrictive covenants required by such deed to the Property Appraiser.

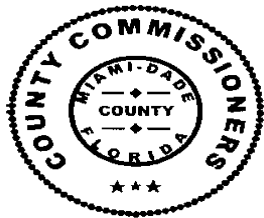
Section 9. This Board directs the County Mayor or the County Mayor's designee to appoint staff to monitor compliance with the terms of the conveyance.

Section 10. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the Amended and Restated County Deed, covenants, reverters and instruments creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments 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 Chairwoman Audrey M. Edmonson. It was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: Linda L. Cave
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Terrence A. Smith

ATTACHMENT "A"



Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

CLERK OF THE BOARD
2018 OCT 10 AM 11:38

CFN 2018R0618552
OR BK 31175 Pgs 526-532 (7Pgs)
RECORDED 10/10/2018 11:27:21
DEED DOC TAX \$0.60
SURTAX \$0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Folio No: See Exhibit "A" attached.

CLERK, CIRCUIT COURT OF
MIAMI-DADE COUNTY, FLA.
#1

COUNTY DEED

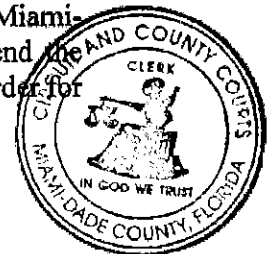
THIS DEED, made this 10 day of October, 2018 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **SIMCAR DEV, LLC**, a Florida limited liability company, whose address is 5432 N.W. 193 Lane, Miami, Florida 33055, its 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 SIMCAR, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SIMCAR, their 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

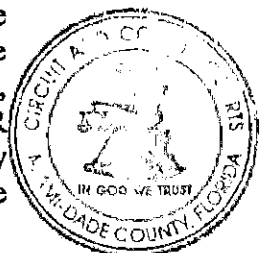
THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Property shall be developed by SIMCAR with affordable housing ("Dwelling Unit"), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, ~~Implementing Order No. 3-44,~~ and the Miami-Dade County's Infill Housing Initiative Guidelines. SIMCAR shall sell such Dwelling Unit to a qualified homebuyer whose income range is established up to 140% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by such qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Property shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which SIMCAR must complete the Dwelling Unit. In order for such waiver by the County to be effective, it shall:



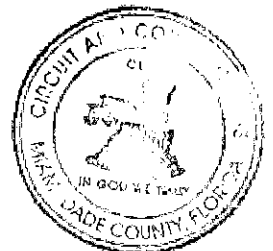
- a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which SIMCAR must complete the Dwelling Unit. 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Unit developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event SIMCAR fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and SIMCAR, upon written notification from the County, fails to cure such default, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, SIMCAR shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That if the Property is located within the HOPE VI Target Area ("Target Area"), SIMCAR shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal of the Dwelling Unit to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for SIMCAR to notify these residents of the availability of homeownership opportunities.
 5. That SIMCAR 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 any conveyance to qualified homebuyers.
 6. SIMCAR shall require that the qualified household purchasing the Dwelling Unit execute and record simultaneously with the deed of conveyance from SIMCAR 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 SIMCAR 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 17-122(n) of the Miami-Dade County Code 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.”

7. That SIMCAR shall pay real estate taxes and assessments on the Property or any part thereof when due. SIMCAR 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 SIMCAR 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 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 penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors heirs and assigns” of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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), stating the value of the Project 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. 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.
9. If in the sole discretion of the County, the Property ceases to be used solely

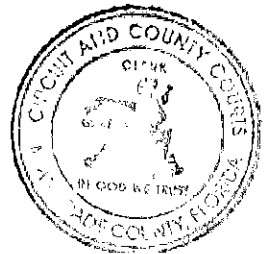


for the purpose set forth in paragraph 1 herein by SIMCAR, or if SIMCAR fails to construct the Dwelling Unit described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if SIMCAR ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, SIMCAR 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 SIMCAR fails to remedy the 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, SIMCAR 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 the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by SIMCAR. The County retains a 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.

10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

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 SIMCAR with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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.



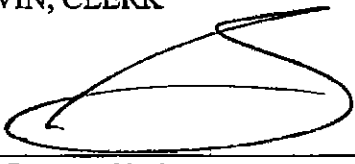
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

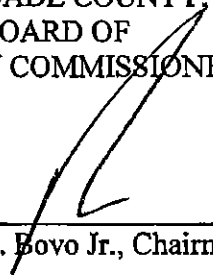
(OFFICIAL SEAL)

ATTEST:

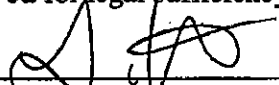
HARVEY RUVIN, CLERK

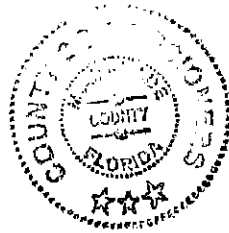
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 
Deputy Clerk

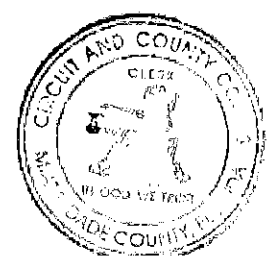
By: 
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: 
Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-915-18 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 5th day of September, 2018.



IN WITNESS WHEREOF, the representative of SIMCAR DEV, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 18th day of September, 2018, and it is hereby approved and accepted.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]
Name: Charles F. Sims
Title: Managing Member

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18th day of September, 2018, by Charles F. Sims, as Managing Member of SIMCAR DEV, LLC, a Florida limited liability company, and s/he () has produced _____ as identification of said _____ is personally known to me.

(SEAL)
[Signature]
Natasha Desamours
Notary of- State of Florida
Commission Number: FF90317

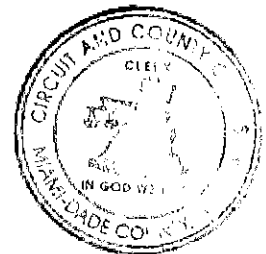
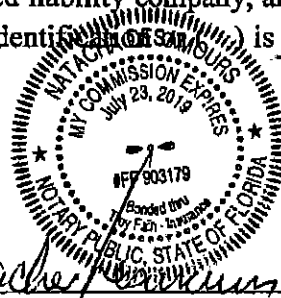
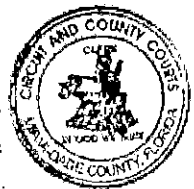


EXHIBIT A

Folio	Legal Description
30-3121-026-1210	ROOSEVELT PARK PB 9-90 LOT 35 LESS W10FT & LOTS 36 & 37 BLK 4

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on _____ day of
OCT 10 2018 A.D. 20_____
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By _____ D.C.



15

[Handwritten signature]
011227

RECEIVED
2018 OCT 20 PM 12:12
COMMUNITY



SIM CAR LLC

10/10/2018

DATE

1006

ESTABLISHED 2018

Pay To The Order Of Public Housing and Community Develop \$ 2,510.00

Two thousand five hundred and 10 dollars 00/100

Bank of America

ACH RT 00310027

For 30-3121-021-1210

⑆053000047⑆

MEMORANDUM

Agenda Item No. 11(A)(5)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

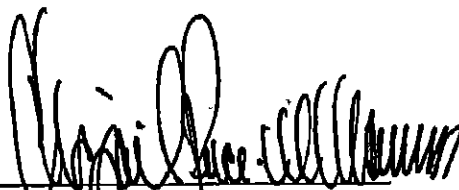
DATE: September 5, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing conveyance, pursuant to section 125.379(2), Florida Statutes, of one County-owned Property, which is located at 2721 NW 44 Street, Miami, Florida, to SIMCAR DEV, LLC, a Florida limited liability company, at a price of \$10.00, for the purpose of developing such property with affordable housing to be sold to a very low- low- or moderate income household in accordance with Miami-Dade County's Infill Housing Initiative Program; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed; and authorizing the County Mayor to take all action necessary to enforce the provisions set forth in such County Deed and to ensure placement of appropriate signage

Resolution No. R-915-18

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

APW/uw

X
18

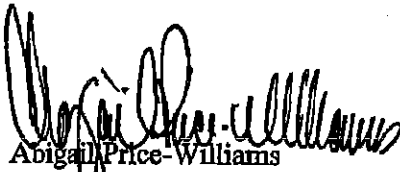


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: September 5, 2018

FROM: 
Abigail Price-Williams
County Attorney

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- 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 _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(5)
9-5-18

RESOLUTION NO. R-915-18

RESOLUTION AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, OF ONE COUNTY-OWNED PROPERTY, WHICH IS LOCATED AT 2721 NW 44 STREET, MIAMI, FLORIDA, TO SIMCAR DEV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTY WITH AFFORDABLE HOUSING TO BE SOLD TO A VERY LOW- LOW- OR MODERATE INCOME HOUSEHOLD IN ACCORDANCE WITH MIAMI-DADE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

WHEREAS, SIMCAR DEV, LLC is a Florida limited liability company and an affiliate of SIMCAR, LLC ("SIMCAR"), which is a real estate company that seeks to place retail shopping districts in Inner City Neighborhoods; and

WHEREAS, SIMCAR actively seeks to acquire unconventional or long ignored properties, and restore value and character to the neighborhoods in which they inhabit; and

WHEREAS, SIMCAR'S strategy is keenly focused on investments in unconventional markets and neighborhood centered retail that also provides workforce and affordable housing uses on their sites; and

WHEREAS, SIMCAR has several projects slated for development in the Liberty City neighborhood, and is currently renovating projects in the Forest Hills Neighborhood, in Jacksonville, Florida and the Frenchtown Neighborhood of Tallahassee, Florida; and

WHEREAS, although SIMCAR is a newly formed entity, its parent companies, and or members have 10 years in the real estate development industry, as more fully described in Attachment "A" attached hereto and incorporated herein by reference; and

WHEREAS, SIMCAR submitted an application to the County Commissioner of District 3, a copy of which is attached hereto as Attachment "A," requesting that the County convey to SIMCAR one County-owned vacant property ("County Property"), which is located in the district at 2721 N.W. 44 Street, Miami, Florida; and

WHEREAS, the County Property is more fully described in Attachments "B" attached hereto and incorporated herein by reference; and

WHEREAS, SIMCAR proposes to develop the County Property with affordable housing to be sold to a very low, low- or moderate income household in accordance with the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, pursuant to Administrative Order No. 8-4, Miami-Dade Internal Services Department previously announced the availability of the County Property to all County departments and determined there was no interest in the County Property; and

WHEREAS, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the County Property is attached hereto in Attachment "C," which is attached hereto and incorporated herein by reference; and

WHEREAS, this Board has reviewed the information in Attachment "C," and this Board is satisfied; and

* 21

WHEREAS, Section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real County Property that is appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

WHEREAS, on November 7, 2017, this Board adopted Resolution No. R-979-17, which declared the County Property, among others, as surplus and added such properties to the County's inventory list of affordable housing sites as required by Section 125.379(1), Florida Statutes; and

WHEREAS, the County Property will be conveyed to SIMCAR, subject to a reverter, on the condition that SIMCAR develops the County Property with affordable housing to be sold to a very low-, low- or moderate income household within two years of the effective date of the conveyance of the County Property, unless such time is extended at the discretion of this Board,

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

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

Section 2. Pursuant to Section 125.379(2), Florida Statutes, this Board hereby approves the conveyance of the County Property to SIMCAR for a price of \$10.00, for the purpose of developing such County Property with affordable housing to be sold to a very low-, low- or moderate income household in accordance with the Infill Housing Program.

Section 3. Pursuant to Section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to take all actions necessary to effectuate the conveyance of the County Property, including the execution of the County Deed, in substantially the form attached hereto and made a part hereof as Attachment "D."

Section 4. This Board further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the County Deed, including but not limited to exercising the County's option to enforce its reversionary interest after conducting all due diligence, including but not limited to title searches and environmental reviews. In the event the County Mayor or the County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or the County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Record of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or the County Mayor's designee to receive on behalf of the County from SIMCAR, after conducting all due diligence, including but not limited to title searches and environmental reviews, a deed which conveys the County Property back to the County in the event SIMCAR is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed from SIMCAR, the County Mayor or the County Mayor's designee shall record such deed in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the two years to complete the construction of the homes described herein shall be subject to this Board's approval.

Section 5. This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed on the County Property identifying the County's name and the name of the district commissioner.

Section 6. This Board directs the County Mayor or the County Mayor's designee to appoint staff to monitor compliance with the terms of the conveyance.

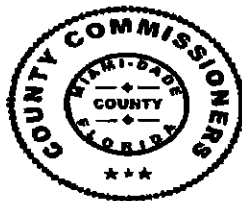
Section 7. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the County Deed, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments 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 Vice Chairwoman Audrey M. Edmonson.

It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of September, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "TAS", written over a horizontal line.

Terrence A. Smith

X
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SIMCAR DEVELOPMENT

The Honorable Audrey Edmonson
Commissioner of Miami-Dade County, District 3
Stephen P. Clark Center
111 N.W. 1st Street, Suite 320
Miami, Florida 33128

RE: Request for Infill Housing Program Property (Update)

Overview

Affordable housing is at a critical shortage in Miami-Dade County. As such, our aim is to develop a Mixed Use Retail & Affordable Housing building in the Model City community.

Our project will offer approximately 2,500 SF – 5,000 SF of Retail with two (2) for sale housing units placed on Infill Housing property (2721 NW 44 ST). This project will consist of affordable housing and retail units designed to engage the community and bring vital services to the neighborhood.

County Request & Project Summary	
Infill Address	2721 NW 44 ST
Infill Folio #	30-3121-026-1210
Affordable Units	2
Housing Type	For Sale
Approx. Bldg. SF	2,000 – 5,000 SF

Background

At present we control the properties abutting both Miami-Dade County parcel requested below. Our plan is to combine the property from Miami-Dade County with the properties that we control in order to increase the development capacity of the site. [Please see the Below Site Map]

Requested County Property

In order to achieve the development rights desired to build our proposed mixed use development, We would like to receive the following properties from Miami-Dade County:

Property 1 | Infill Housing Property

- Address: 2721 NW 44 ST Miami, FL
- Folio #: 30-3121-026-1210
- Owner: Miami Dade County ISD Dept.
- Legal Description: ROOSEVELT PARK PB 9-90 LOT 35 LESS W10FT & LOTS 36 & 37 BLK 4 LOT SIZE 80.000 X 87 OR 20559-2183 0702 3 COC 25077-3537 07 2006 5

We are requesting this property from the Miami-Dade County's Infill housing program. We intend to provide two units of affordable housing on the property to offset the transfer.

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SIMCAR DEVELOPMENT

Workforce / Affordable Housing

We intend to provide two (2) for sale Units of affordable housing on this property. Our aim is to add to the available affordable housing stock, while creating additional attractive and high quality housing options inside of Model City. We are simultaneously providing high quality retail offerings for local businesses.

Development Plan

Our plan is to combine the property from Miami-Dade County with the properties abutting NW 27th Avenue. The new combined property will give us the development rights to build the proposed project. With the county's land we will have adequate development rights to develop a property that both adds additional retail options, and much needed workforce or affordable housing.

We are in preliminary discussions with an anchor retail tenant like a Starbucks, Dunkin Donuts, or similar. We seek to attract inline retail tenants like a subway, or local retail office user e.g. accounting, insurance, real estate or similar. Our aim is to help to foster the growth and development of Model City and empower the community from within.

Community Benefit

The development of this project is designed to add additional retail and residential options to the Model City neighborhood for residents and businesses in the community.

We aim to provide retail space to businesses seeking to provide services to Model City. We anticipate that adding additional retail space will spur local hiring. We project that this development will produce permanent jobs, reducing local unemployment.

Affordable housing is a critical need for Miami-Dade County, and we intend to provide additional affordable housing units on this property. This development will yield a tremendous benefit for the neighborhood broadly by turning a vacant corner, into a beautifully designed building. This project creates a beneficial impact and helps to shift this neighborhood in a positive direction.



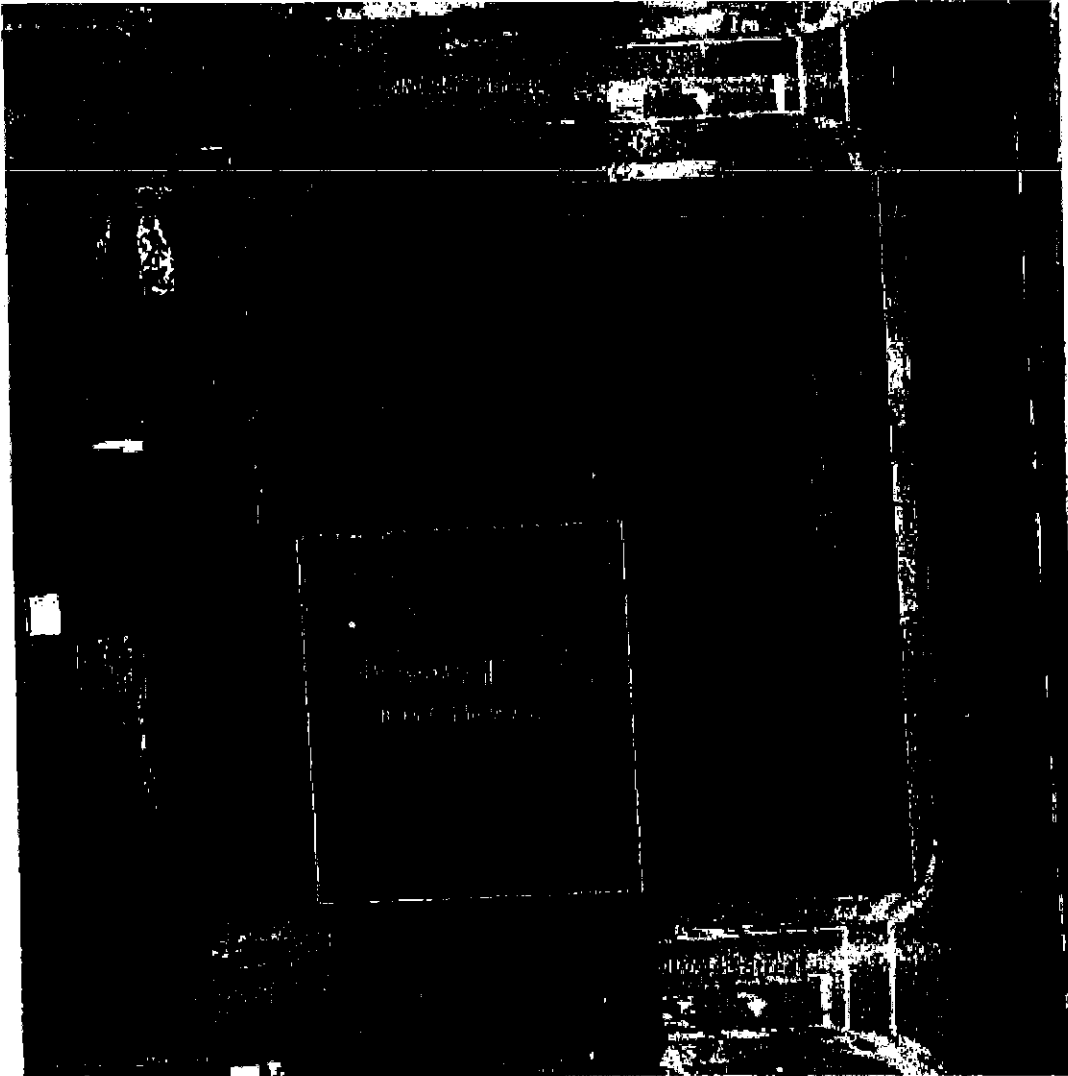
[Please See Property Map Below]

5432 NW 193 Lane ■ Miami, Florida ■ 33055 ■ 305 | 467-2570 ■ Charles@sim1@Gmail.Com

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SIMCAR DEVELOPMENT

Map of Properties



5432 NW 193 Lane ■ Miami ■ Florida ■ 33055 ■ 305 | 467-2579 ■ Charles@sims1@gmail.com

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SIMCAR

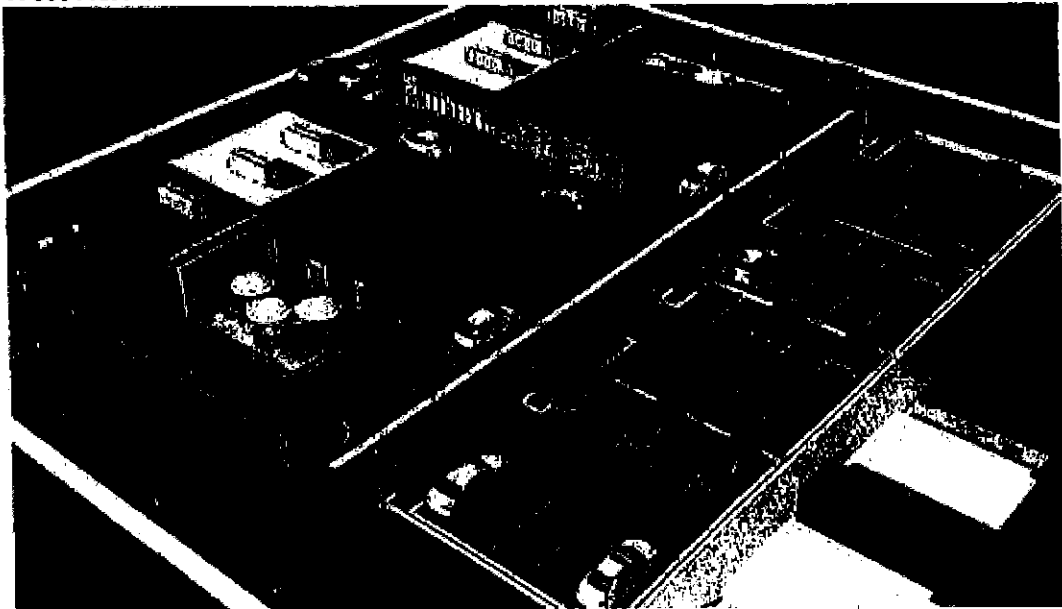
DEVELOPMENT

Renderings

East Aerial



West Aerial



5432 NW 193 Lane ■ Miami ■ Florida ■ 33055 ■ 305 | 467-2579 ■ Charlesslms1@Gmail.Com

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SIMCAR DEVELOPMENT

Restaurant & Retail Perspective



Affordable Units Perspective



5432 NW 193 Lane ■ Miami ■ Florida ■ 33055 ■ 305 | 467-2579 ■ Charles@simcar1@gmail.com

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SIMCAR DEVELOPMENT

SIMCAR Development | Firm Overview

Overview

SIMCAR Development is a Real Estate Company that seeks to place retail shopping districts in Inner City Neighborhoods. We actively seek to acquire unconventional or long ignored properties, and restore value and character to the neighborhoods in which they inhabit.

Our Strategy is keenly focused on investments in unconventional markets and neighborhood centered retail. We also seek to provide workforce and affordable housing uses to our sites as they make sense.

SIMCAR has several projects slated for development in the Liberty City neighborhood of Miami, FL, and is currently renovating projects in the Forest Hills Neighborhood, in Jacksonville FL, and the Frenchtown Neighborhood of Tallahassee, FL

Although SIMCAR, LLC is a newly formed entity however its parent companies, and or members have respectively 10 years in the Real Estate Development Industry (See Development Experience Chart Below).

Key Bios

Charles Sims, Managing Member



Charles Sims is a real estate professional with extensive experience in development and project management.

While with New Urban Development he participated in the creation of over 560 units of affordable housing, and raising over \$50 million dollars from Federal, State, and Local Funding sources.

While at Office Depot as a Senior Construction Project Manager, he participated in the creation of over 500,000 SF of retail, and over 1 million SF of industrial Distribution and Cross-Dock Facilities.

Charles is the Co-founder of SIMCAR LLC, a company seeking to place retail shopping districts in Inner Cities.

In addition, Charles is the current Chairman of the Miami-Dade County Affordable Housing Advisory board, and sits on the Miami-Dade County Affordable Housing Trust Fund Board.

Mr. Sims holds an MS in International Real Estate from Florida International University and a BA in History & Political Science from Florida A&M University.

SIMCAR DEVELOPMENT

SIMCAR Staff Development Experience Chart

Charles Sims Experience Chart					
Residential Projects	Location	Units	Project Cost	Role	
M&M Malson Townhomes	Miami, FL	30	\$ 2,315,000.00	Project Manager*	
Sugar Hill Apartments	Miami, FL	132	\$ 17,000,000.00	Project Manager*	
Superior Manor Apartments	Miami, FL	204	\$ 24,000,000.00	Project Manager*	
Villages Phase I	Miami, FL	150	\$ 31,000,000.00	Project Manager*	
New Beginning	Opa Locka, FL	97	\$ 12,000,000.00	Project Manager*	
Ponclara Point	Miami, FL	4	\$ 1,200,000.00	Owner / Developer	
Total		617	\$ 87,515,000.00		

Retail & Industrial Projects	Location	SF	Project Cost	Role	
West Palm Beach, FL - 2115	West Palm Beach, FL	25,000.00	\$ 720,238.00	Project Manager*	
Austin, TX - 403	Austin, TX	15,000.00	\$ 611,000.00	Project Manager*	
Spring, TX - 2093	Spring, TX	20,000.00	\$ 513,000.00	Project Manager*	
Austin, TX - 377	Austin, TX	35,000.00	\$ 1,002,000.00	Project Manager*	
Pearland TX - 2665	Pearland TX	15,000.00	\$ 515,000.00	Project Manager*	
Fort Myers FL 0021	Fort Myers FL	15,000.00	\$ 540,000.00	Project Manager*	
Margate FL - 90	Margate FL	26,400.00	\$ 750,000.00	Project Manager*	
Piano TX - 307	Piano TX	13,000.00	\$ 150,000.00	Project Manager*	
San Laredo CA - 860	San Laredo CA	24,000.00	\$ 250,000.00	Project Manager*	
Wilmington, NC - 929	Wilmington, NC	20,000.00	\$ 535,000.00	Project Manager*	
CPD Expansion 2048	Germantown TN	20,000.00	\$ 375,000.00	Project Manager*	
Germantown TN 2084	Germantown TN	16,000.00	\$ 150,000.00	Project Manager*	
Charleston SC - 3357	Charleston SC	18,000.00	\$ 300,000.00	Project Manager*	
Bee Cave, TX 6750	Bee Cave, TX	30,000.00	\$ 40,000.00	Project Manager*	
Business Pro (Multi Store)	Boca Raton, FL	12,500.00	\$ 90,000.00	Project Manager*	
POG Lab	Boca Raton, FL	35,000.00	\$ 350,000.00	Project Manager*	
IC2 - Lab	Boca Raton, FL	22,000.00	\$ 150,000.00	Project Manager*	
Store of the Future Prototype	Boca Raton, FL	30,000.00	\$ 750,000.00	Project Manager*	
Garden Grove, CA	Garden Grove, CA	750,000.00	\$ 2,000,000.00	Project Manager*	
Grand Prairie TX	Grand Prairie TX	350,000.00	\$ 1,500,000.00	Project Manager*	
Orlando CFC	Orlando, FL	500,000.00	\$ 135,000.00	Project Manager*	
Alabama Plaza	Tallahassee, FL	2,044.00	\$ 500,000.00	Owner / Developer	
LC Eats	Miami, FL	6,156.00	\$ 1,600,000.00	Owner / Developer	
		2,000,100	\$ 13,526,238.00		

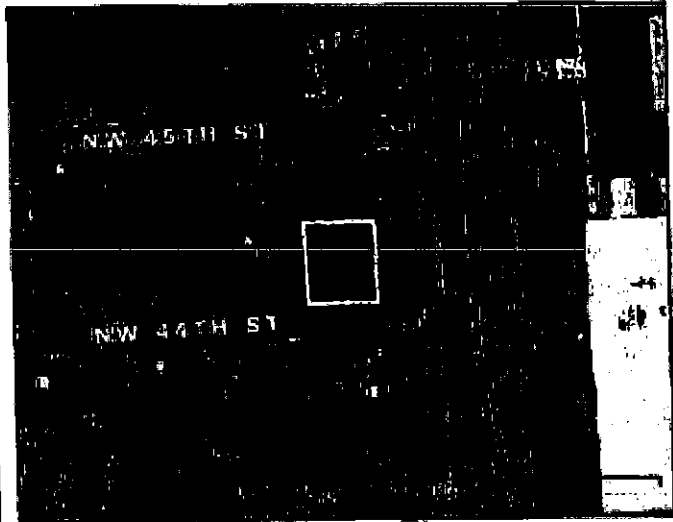


OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 6/13/2018

Property Information	
Folio:	30-3121-026-1210
Property Address:	2721 NW 44 ST Miami, FL 33142-4553
Owner	MIAMI DADE COUNTY ISD DEPT
Mailing Address	111 NW 1 ST STE 2480 MIAMI, FL 33128 USA
PA Primary Zone	8051 UC EDGE - MIXED USE CORRIDOR (MC) 4 MAX HT
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
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	6,980 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$28,783	\$28,783	\$18,589
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$28,783	\$28,783	\$18,589
Assessed Value	\$22,481	\$20,447	\$18,589

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$22,491	\$20,447	\$18,589
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$28,783	\$28,783	\$18,589
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$22,491	\$20,447	\$18,589
Taxable Value	\$0	\$0	\$0

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$8,292	\$8,338	
County	Exemption	\$22,491	\$20,447	\$18,589

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

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Version:

6/13/2018

Property Search Application - Miami-Dade County



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/13/2018

Property Information

Folio: 30-3121-026-1210

Property Address: 2721 NW 44 ST

Roll Year 2018 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6051	Front FL	80.00	\$28,783

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:

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6/13/2018

Property Search Application - Miami-Dade County



OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/13/2018

Property Information

Folio: 30-3121-026-1210

Property Address: 2721 NW 44 ST

Roll Year 2017 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	8051	Front Ft.	80.00	\$28,783

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:

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6/13/2018

Property Search Application - Miami-Dade County



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/13/2018

Property Information

Folio: 30-3121-026-1210

Property Address: 2721 NW 44 ST Miami, FL 33142-4553

Roll Year 2016 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front FL	80.00	\$18,589

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:

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6/13/2018

Property Search Application - Miami-Dade County



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/13/2018

Property Information

Folio: 30-3121-026-1210

Property Address: 2721 NW 44 ST

Full Legal Description
ROOSEVELT PARK
PB 9-90
LOT 35 LESS W10FT & LOTS 36 & 37
BLK 4
LOT SIZE 80.000 X 87
OR 20559-2183 0702 3
COC 25077-3537 07 2006 5

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/04/2015	\$0	29845-3443	Federal, state or local government agency
08/17/2013	\$0	28685-4509	Corrective, tax or QCD; min consideration
04/12/2010	\$0	27266-4160	Religious, charitable or benevolent organization
06/02/2009	\$100	26832-4806	Corrective, tax or QCD; min consideration
07/01/2006	\$0	25077-3537	Sales which are disqualified as a result of examination of the deed

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Version:

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Attachment "C"

LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15

Folio	Annual Tax Revenue Generated	Lot Size Sq. Ft.	Comm District	2018 Market Value	Legal Description	Zoning	Annual Cost to Maintain	Address	Circulated To County Departments	Surplus	Deed Type
30-3121-026-1210	\$541.04	6,960	3	\$28,783.00	ROOSEVELT PARK PB 9-90 LOT 35 LESS W10FT & LOTS 36 & 37 BLK 4	UC-MC	\$304	2721 NW 44 STREET	PHCD CIRCULATED ON: 4/25/2017	YES R- 979-17 11-7-17	MIAMI-DADE COUNTY AUTOMATIC REVERTER 6/9/2013

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ATTACHMENT "D"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2018 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **SIMCAR DEV, LLC**, a Florida limited liability company, whose address is 5432 N.W. 193 Lane, Miami, Florida 33055, its 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 SIMCAR, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SIMCAR, their 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 Property; 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 and the following restrictions:

1. That the Property shall be developed by SIMCAR with affordable housing ("Dwelling Unit"), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. SIMCAR shall sell such Dwelling Unit to a qualified homebuyer whose income range is established up to 140% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by such qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Property shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the

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timeframe in which SIMCAR must complete the Dwelling Unit. 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; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which SIMCAR must complete the Dwelling Unit. 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Unit developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event SIMCAR fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and SIMCAR, upon written notification from the County, fails to cure such default, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, SIMCAR shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That if the Property is located within the HOPE VI Target Area ("Target Area"), SIMCAR shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal of the Dwelling Unit to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for SIMCAR to notify these residents of the availability of homeownership opportunities.
 5. That SIMCAR 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 any conveyance to qualified homebuyers.
 6. SIMCAR shall require that the qualified household purchasing the Dwelling Unit execute and record simultaneously with the deed of conveyance from SIMCAR 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 SIMCAR 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 17-122(n) of the Miami-Dade County Code 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.”

7. That SIMCAR shall pay real estate taxes and assessments on the Property or any part thereof when due. SIMCAR 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 SIMCAR 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 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 penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors heirs and assigns” of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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), stating the value of the Project 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. 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.

9. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by SIMCAR, or if SIMCAR fails to construct the Dwelling Unit described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if SIMCAR ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, SIMCAR 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 SIMCAR fails to remedy the 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, SIMCAR 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 the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by SIMCAR. The County retains a 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.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

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 SIMCAR with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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.

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:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -18 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2018.

IN WITNESS WHEREOF, the representative of SIMCAR DEV, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 15th day of June, 2018, and it is hereby approved and accepted.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]
Name: Charles F. Sims
Title: Managing Member

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15th day of June, 2018, by Charles F. Sims, as Managing Member of SIMCAR DEV, LLC, a Florida limited liability company, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)
[Signature]
Natasha Desamoris
Notary of- State of Fla
Commission Number: 99905179



EXHIBIT A

Folio	Legal Description
30-3121-026-1210	ROOSEVELT PARK PB 9-90 LOT 35 LESS W10FT & LOTS 36 & 37 BLK 4

28 45

SIMCAR DEVELOPMENT

Project Timeline & Affordability Period

Overview

This project is the development of a special needs affordable housing project targeting homeless persons.

In order to facilitate this development, we are seeking state funding via competitive Requests for Funding Applications (RFA's). The next available funding application is anticipated in March 2020.

Affordability & Timeline Summary	
Address	2721 NW 44 ST
Folio #	30-3121-026-1210
Affordability Period	20 Year
Project Timeline	5 – 8 Years

Affordability Period

We are requesting a 20-year affordability period on the land. This will be in conjunction with affordability periods required from the development financing.

Project Timeline

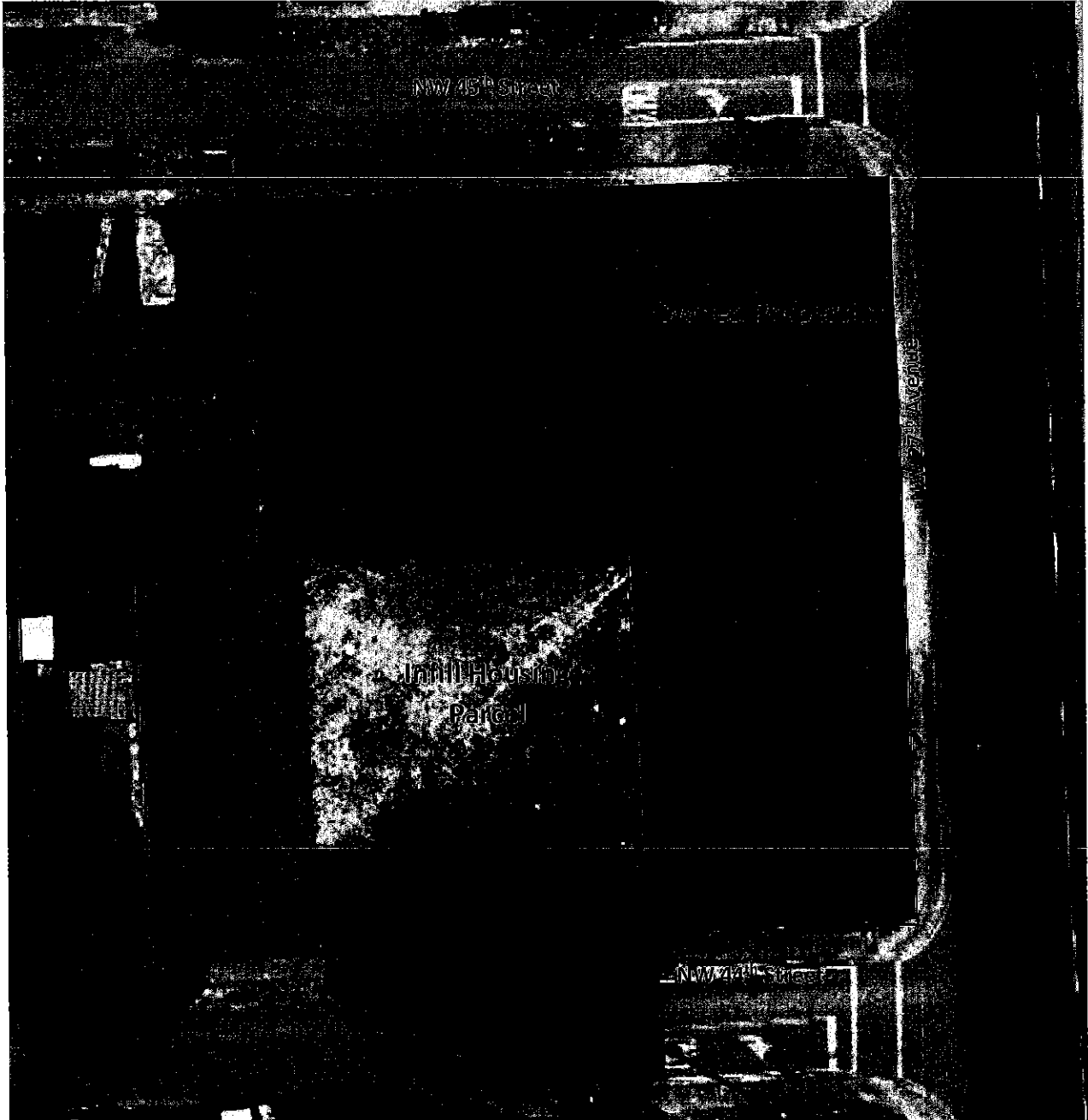
We anticipate the project will be completed within 5 – 8 years depending on the timing of a financing award from the Florida Housing Finance Corporation, and availability of other financing sources as the development program dictates.

Development Stage	Estimated Start Date	Estimated Completion Date
Acquisition		Complete
Zoning		Complete
Restriction Relief	August 2019	September 2019
Financing Application Preparation	August 2019	March 2020
Financing Application Submission	March 2020	March 2020
Financing Application Award*	June 2020	September 2020
Financing Underwriting & Closing	November 2020	October 2021
Design Development	October 2019	January 2020
Site Plan Approval	February 2020	May 2020
Construction Drawings	October 2020	January 2021
Permit Submission	February 2021	October 2021
Construction Start	November 2021	March 2023
Lease Up & Operation	April 2023	On-Going

*Anticipates financing award from FHFC. If the financing award is not received the project timeline will be extended.

4440 NW 27 Avenue

Map of Property



ATTACHMENT "C"

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed supersedes and replaces that certain County Deed, dated October 10, 2018, and recorded on October 10, 2018 in Official Record Book 31175 at Pages 526-532 in the Public Records of Miami-Dade County, Florida

AMENDED AND RESTATED COUNTY DEED

THIS DEED, made this ____ day of _____, 2019 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **SIMCAR DEV, LLC**, a Florida limited liability company, whose address is 5432 N.W. 193 Lane, Miami, Florida 33055, its 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 SIMCAR, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SIMCAR, their 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 Property; 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 and the following restrictions:

1. That the Property along with five (5) properties currently owned by SIMCAR shall be developed by SIMCAR with a 24-unit ("Dwelling Units"), special needs affordable housing project ("Project") that targets homeless persons whose incomes do not exceed 120% of area median income as published by the United States Housing and Urban Development or the Florida Housing Finance Corporation for Miami-Dade County.
2. That SIMCAR shall record a restrictive covenant approved by the County that sets forth the rental limits for each of the Dwelling Units and ensures that the Project remains affordable for a period of twenty (20) years.
3. That the Property shall be developed within five (5) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 3, the

County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which SIMCAR must complete the Project. 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; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which SIMCAR must complete the Project. 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 five (5) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That if the Property is located within the HOPE VI Target Area ("Target Area"), SIMCAR shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal of the Dwelling Units. The County will provide a list of former Scott/Carver residents in order for SIMCAR to notify these residents of the availability of rental opportunities.
5. That SIMCAR 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 any conveyance or assignment to a special purpose entity created by SIMCAR for the purpose of qualifying for financing.
6. That SIMCAR shall pay real estate taxes and assessments on the Property or any part thereof when due. SIMCAR 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 SIMCAR 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 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 penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be

extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

7. The recordation, together with any mortgage purporting to meet the requirements of paragraph 6(a) or 6(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), stating the value of the Project is equal to or greater than the amount of such mortgage(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. 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.
8. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by SIMCAR, or if SIMCAR fails to construct the Project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if SIMCAR ceases to exist prior to the completion of the Project, or if any term of this County Deed is not complied with, SIMCAR 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 SIMCAR fails to remedy the default within thirty (30) days, title to the 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, SIMCAR shall immediately deed the 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 the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by SIMCAR. The County retains a 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.
9. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

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 SIMCAR with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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.

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:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -19 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2019.

IN WITNESS WHEREOF, the representative of SIMCAR DEV, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 27th day of August, 2019, and it is hereby approved and accepted.

[Signature]

Witness/Attest

[Signature]

Witness/Attest

By: [Signature]
Name: Charles F. Sims
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27th day of August, 2019, by Charles F. Sims, as President of SIMCAR DEV, LLC, a Florida limited liability company, and s/he () has produced _____ as identification or (✓) is personally known to me.

TyReisha E. Pugh
NOTARY PUBLIC
REG. #7770865
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2022

(SEAL)

[Signature]

Notary of- State of Virginia

Commission Number: 7770865

EXHIBIT A

Folio	Legal Description
30-3121-026-1210	ROOSEVELT PARK PB 9-90 LOT 35 LESS W10FT & LOTS 36 & 37 BLK 4

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed supersedes and replaces that certain County Deed, dated October 10, 2018, and recorded on October 10, 2018 in Official Record Book 31175 at Pages 526-532 in the Public Records of Miami-Dade County, Florida

AMENDED AND RESTATED COUNTY DEED

THIS DEED, made this 21st day of October, 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **SIMCAR DEV, LLC**, a Florida limited liability company, whose address is 5432 N.W. 193 Lane, Miami, Florida 33055, its 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 SIMCAR, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SIMCAR, their 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 Property; 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 and the following restrictions:

1. That the Property along with five (5) properties currently owned by SIMCAR shall be developed by SIMCAR with a 24-unit ("Dwelling Units"), special needs affordable housing project ("Project") that targets homeless persons whose incomes do not exceed 120% of area median income as published by the United States Housing and Urban Development or the Florida Housing Finance Corporation for Miami-Dade County.
2. That SIMCAR shall record a restrictive covenant approved by the County that sets forth the rental limits for each of the Dwelling Units and ensures that the Project remains affordable for a period of twenty (20) years.
3. That the Property shall be developed within five (5) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-

Dade Board of County Commissioners finding it necessary to extend the timeframe in which SIMCAR must complete the Project. 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; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which SIMCAR must complete the Project. 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 five (5) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That if the Property is located within the HOPE VI Target Area ("Target Area"), SIMCAR shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal of the Dwelling Units. The County will provide a list of former Scott/Carver residents in order for SIMCAR to notify these residents of the availability of rental opportunities.
 5. That SIMCAR 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 any conveyance or assignment to a special purpose entity created by SIMCAR for the purpose of qualifying for financing.
 6. That SIMCAR shall pay real estate taxes and assessments on the Property or any part thereof when due. SIMCAR 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 SIMCAR 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 Improvements as determined by an appraiser; and
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 - 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, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with

the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

7. The recordation, together with any mortgage purporting to meet the requirements of paragraph 6(a) or 6(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), stating the value of the Project 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. 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.
8. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by SIMCAR, or if SIMCAR fails to construct the Project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if SIMCAR ceases to exist prior to the completion of the Project, or if any term of this County Deed is not complied with, SIMCAR 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 SIMCAR fails to remedy the default within thirty (30) days, title to the 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, SIMCAR shall immediately deed the 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 the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by SIMCAR. The County retains a 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.
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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.

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:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

By: _____

Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-1076-19 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of October, 2019.

IN WITNESS WHEREOF, the representative of SIMCAR DEV, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 29 day of September, 2020, and it is hereby approved and accepted.

Marsha J. Sims
Witness/Attest AA MARSHA J. SIMS

By: [Signature]
Name: Charles F. Sims
Title: President

Natacha Desamours
Witness/Attest NATACHA DESAMOURS

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of September, A.D. 2020, by Charles F. Sims, as President of SIMCAR DEV, LLC, a Florida limited liability company.



Name: Natacha Desamours
Notary Public, State of Florida
Printed: Natacha Desamours

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT A

Folio	Legal Description
30-3121-026-1210	ROOSEVELT PARK PB 9-90 LOT 35 LESS W10FT & LOTS 36 & 37 BLK 4

IN WITNESS WHEREOF, the representative of SIMCAR DEV, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 29 day of September, 2020, and it is hereby approved and accepted.

Marsha Sims
Witness/Attest

Natacha Desamours
Witness/Attest

By: [Signature]
Name: Charles F. Sims
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of September, A.D. 2020, by Charles F. Sims, as President,
SIMCAR DEV, LLC, a Florida limited liability company.



Name: Natacha Desamours
Notary Public, State of Florida

Printed: Natacha Desamours

Personally Known or Produced Identification
Type of Identification Produced

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

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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 SIMCAR, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SIMCAR, their 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 Property; 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 and the following restrictions:

1. That the Property along with five (5) properties currently owned by SIMCAR shall be developed by SIMCAR with a 24-unit ("Dwelling Units"), special needs affordable housing project ("Project") that targets homeless persons whose incomes do not exceed 120% of area median income as published by the United States Housing and Urban Development or the Florida Housing Finance Corporation for Miami-Dade County.
2. That SIMCAR shall record a restrictive covenant approved by the County that sets forth the rental limits for each of the Dwelling Units and ensures that the Project remains affordable for a period of twenty (20) years.
3. That the Property shall be developed within five (5) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-

Dade Board of County Commissioners finding it necessary to extend the timeframe in which SIMCAR must complete the Project. 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; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which SIMCAR must complete the Project. 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 five (5) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That if the Property is located within the HOPE VI Target Area ("Target Area"), SIMCAR shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal of the Dwelling Units. The County will provide a list of former Scott/Carver residents in order for SIMCAR to notify these residents of the availability of rental opportunities.
 5. That SIMCAR 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 any conveyance or assignment to a special purpose entity created by SIMCAR for the purpose of qualifying for financing.
 6. That SIMCAR shall pay real estate taxes and assessments on the Property or any part thereof when due. SIMCAR 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 SIMCAR 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 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 penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with

the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

7. The recordation, together with any mortgage purporting to meet the requirements of paragraph 6(a) or 6(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), stating the value of the Project 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. 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.
8. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by SIMCAR, or if SIMCAR fails to construct the Project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if SIMCAR ceases to exist prior to the completion of the Project, or if any term of this County Deed is not complied with, SIMCAR 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 SIMCAR fails to remedy the default within thirty (30) days, title to the 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, SIMCAR shall immediately deed the 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 the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by SIMCAR. The County retains a 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.
9. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

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 SIMCAR with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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.

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:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

By: _____

Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-1076-19 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of October, 2019.

IN WITNESS WHEREOF, the representative of SIMCAR DEV, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 29 day of September, 2020, and it is hereby approved and accepted.

Marsha Sims
Witness/Attest MARSHA J. SIMS

By: [Signature]
Name: Charles F. Sims
Title: President

Natasha Desamours
Witness/Attest NATACHA DESAMOURS

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of September, A.D. 2020, by Charles F. Sims, as President of SIMCAR DEV, LLC, a Florida limited liability company.



Name: Natcha Desamours
Notary Public, State of Florida
Printed: Natcha Desamours

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT A

Folio	Legal Description
30-3121-026-1210	ROOSEVELT PARK PB 9-90 LOT 35 LESS W10FT & LOTS 36 & 37 BLK 4

IN WITNESS WHEREOF, the representative of SIMCAR DEV, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 29 day of September, 2020, and it is hereby approved and accepted.

Marsha Sims
Witness/Attest

Natacha Desamours
Witness/Attest

By: [Signature]
Name: Charles F. Sims
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of September, A.D. 2020, by Charles F. Sims, as President,
SIMCAR DEV, LLC, a Florida limited liability company.



Name: Natacha Desamours
Notary Public, State of Florida

Printed: Natacha Desamours

Personally Known or Produced Identification
Type of Identification Produced