

## **MEMORANDUM**

Agenda Item No. 11(A)(15)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** November 1, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing conveyance, in accordance with section 125.379, Florida Statutes and subject to certain conditions, of certain County-owned properties to certain developers, at a price of \$10.00 each, for the purpose of developing such properties with affordable housing to be sold or rented to very low-, low- or moderate-income households after placement on the list of lands in accordance with section 125.379, Florida Statutes, and if applicable, Miami-Dade County's Infill Housing Initiative Program; directing the County Mayor to perform due diligence, take all actions necessary to accomplish the conveyance of the properties, and provide a report; authorizing the Chairperson or Vice-Chairperson of the Board to execute County Deeds for such purpose; and authorizing the County Mayor to exercise all rights conferred therein, to negotiate and execute a rental regulatory agreement, and to ensure placement of appropriate signage; waiving Resolution No. R-407-19 requiring four weeks advance written notice prior to Board consideration and Resolution No. R-376-11 related to disclosure of certain information pending further due diligence; and waiving certain provisions of Implementing Order No. 8-4

Resolution No. R-1071-22

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



Geri Bonzon-Keenan  
County Attorney

GBK/jp

MDC001



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** November 1, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(15)

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(15)  
11-1-22

RESOLUTION NO. R-1071-22

RESOLUTION AUTHORIZING CONVEYANCE, IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES AND SUBJECT TO CERTAIN CONDITIONS, OF CERTAIN COUNTY-OWNED PROPERTIES TO CERTAIN DEVELOPERS, AT A PRICE OF \$10.00 EACH, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTIES WITH AFFORDABLE HOUSING TO BE SOLD OR RENTED TO VERY LOW-, LOW- OR MODERATE-INCOME HOUSEHOLDS AFTER PLACEMENT ON THE LIST OF LANDS IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, AND IF APPLICABLE, MIAMI-DADE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERFORM DUE DILIGENCE, TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE CONVEYANCE OF THE PROPERTIES, AND PROVIDE A REPORT; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE COUNTY DEEDS FOR SUCH PURPOSE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONFERRED THEREIN, TO NEGOTIATE AND EXECUTE A RENTAL REGULATORY AGREEMENT, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE; WAIVING RESOLUTION NO. R-407-19 REQUIRING FOUR WEEKS ADVANCE WRITTEN NOTICE PRIOR TO BOARD CONSIDERATION AND RESOLUTION NO. R-376-11 RELATED TO DISCLOSURE OF CERTAIN INFORMATION PENDING FURTHER DUE DILIGENCE; AND WAIVING CERTAIN PROVISIONS OF IMPLEMENTING ORDER NO. 8-4

**WHEREAS**, the County owns eight parcels of land located in Commission District 2 identified by Folio Nos. 30-3116-009-2410, 30-3116-009-2420, 30-3116-002-0530, 08-2128-004-0331, 30-3116-009-1020, 30-3116-009-3210, 30-3116-009-4600, and 30-3103-012-0910 (collectively the "properties") which are currently vacant and not in use by the County; and

**WHEREAS**, Collective Developers, LLC, a Florida limited liability company, Habitat for Humanity of Greater Miami, Inc., a Florida not for profit corporation, ProMetropolis Housing

Development, LLC, a Florida limited liability company, and Solutions Capital Group, Inc., a Florida for profit corporation (collectively the “developers”) are committed to developing high-quality, affordable housing and have demonstrated that they have the financial capability and requisite experience to build such housing; and

**WHEREAS**, from 2020 to 2022, the developers proposed and submitted applications to the County Commissioner of District 2, copies of which are attached hereto as Exhibits “A“, “B“, “C“, and “D“, and incorporated herein by reference, requesting that the County convey the properties, to wit:

- Collective Developers, LLC -- Folio Nos: 30-3116-009-2410 and 30-3116-009-2420;
- Habitat for Humanity—Folio Nos. 30-3116-002-0530;
- ProMetropolis Housing Development, LLC—Folio Nos. 08-2128-004-0331, 30-3116-009-1020, 30-3116-009-3210, and 30-3116-009-4600; and
- Solutions Capital Group, Inc.—Folio Nos. 30-3103-012-0910; and

**WHEREAS**, the properties are further described in Exhibits “E” thru “L” attached hereto and incorporated herein by reference; and

**WHEREAS**, the developers propose to develop the properties with affordable housing to be sold or rented to very low-, low-, or moderate-income households, whose incomes do not exceed 120 percent of area median income; and

**WHEREAS**, there is an urgent and immediate need for affordable housing within the County; and



**WHEREAS**, it is possible that the properties are suitable for the construction and development of affordable housing, and certain of the properties may already have been declared as surplus and included in the list of lands available for affordable housing following public hearing pursuant to section 125.379, Florida Statutes; and

**WHEREAS**, since the properties are not currently in use and to address the critical need for affordable housing in the County, this Board desires to convey the properties to the developers for the purpose of constructing and selling or renting housing that is affordable to qualified households, provided that no obstacles or impediments exist to the proposed conveyances and after due diligence, circulation to all County departments, and a public hearing in accordance with section 125.379, Florida Statutes; and

**WHEREAS**, the Miami-Dade County Internal Services Department already has commenced due diligence regarding the properties, but has not yet completed same, and therefore, the information required to be disclosed by Resolution No. R-376-11 when authorizing the conveyance of affordable housing is pending completion; and

**WHEREAS**, in light of the critical need to build affordable homes for sale or rent and to ensure that these long vacant properties can be developed as soon as possible, this Board also waives Resolution No. R-407-19 requiring public notice to be posted no less than four weeks prior to Board consideration; and

**WHEREAS**, in order to effectuate and expedite the aforementioned conveyances, this Board desires to waive the requirements of Implementing Order 8-4, save and except for: (i) circulation of the properties to all County departments to determine whether there is a need for the properties; (ii) due diligence to determine whether any obstacles or impediments exist to the proposed conveyances; and (iii) the disclosure of ownership interests; and

**WHEREAS**, accordingly, this Board directs the County Mayor or County Mayor's designee to perform all necessary due diligence, including, but not limited to, title work, responsible entity analysis, and review of restrictions contained in restrictive covenants or other contracts that would preclude the conveyance of the properties or that would result in a significant financial impact to the County, such as the repayment of grant funds, and a determination as to whether the properties have been placed on the list of lands following a public hearing as required by section 125.379 when conveying County-owned property for affordable housing (collectively the "obstacles or impediments"); and

**WHEREAS**, pursuant to section 125.379, Florida Statutes, assuming that there are no obstacles or impediments to the conveyance of the properties, this Board finds that it would be in the best interest of the County to convey the properties to the developers for affordable housing purposes,

**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 Board directs the County Mayor or County Mayor's designee to perform all necessary due diligence to confirm that there are no obstacles or impediments to the conveyance of the properties, to circulate the properties to all County departments, to obtain disclosure of all ownership interests, and to determine which of the properties have already been placed on the list of lands following a public hearing (the "List of Land properties").

**Section 3.** Pursuant to section 125.379, Florida Statutes, provided that the County Mayor or County Mayor's designee determines that no obstacles or impediments exist preventing the conveyance of the List of Land properties after conducting all necessary due diligence, this Board approves the conveyance of the List of Land properties to Collective Developers, LLC, a

Florida limited liability company, Habitat for Humanity of Greater Miami, Inc., a Florida not for profit corporation, ProMetropolis Housing Development, LLC, a Florida limited liability company, and Solutions Capital Group, Inc., a Florida for profit corporation for a price of \$10.00 each by County Deed in substantially the form attached hereto as Exhibit “M.”

**Section 4.** The developers shall develop the List of Land properties with single-family homes to be sold to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, subject to a reverter, in accordance with the Infill Housing Initiative Program and section 125.379, Florida Statutes, within two years of the recording of the County Deed, unless such time is extended by this Board. If the developers develop the properties with affordable housing to be rented to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, the developer, subject to a reverter, shall develop and rent such housing in accordance with section 125.379, Florida Statutes, and a rental regulatory agreement, in generally the form attached hereto as Exhibit “N,” to be recorded against the List of Land properties within two years of the recording of the County Deed, unless such time is extended by this Board.

**Section 5.** This Board directs the County Mayor or County Mayor’s designee to take all actions necessary to accomplish the conveyance of the List of Land properties, and to appoint staff to monitor compliance with the terms set forth herein.

**Section 6.** The County Mayor or County Mayor’s designee is directed to provide a report to this Board within 120 days of the effective date of this resolution which shall include the following: (i) the status of the completion of the conveyances of the List of Land Properties which were found to have no obstacles or impediments to conveyance; (ii) the results of the circulation of the properties, including whether any other County department expressed a planned use or anticipated need for any of the properties; (iii) an identification of any of the properties were not

already included on the List of Lands; and (iv) any obstacles or impediments which were identified after due diligence was conducted that prevent the conveyance of the List of Land properties to the developers; and to place the report on an agenda of the full Board without committee review pursuant to Ordinance No. 14-65.

**Section 7.** In accordance with section 125.411, Florida Statutes, subject to the foregoing, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute County Deeds (“deeds”) for the List of Land properties in generally the form attached hereto as Exhibit “M” and incorporated herein by reference. This Board further authorizes the County Mayor or County Mayor’s designee to take all actions necessary to effectuate the conveyances, to exercise all rights set forth in the deeds and rental regulatory agreements 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 County Mayor’s designee should exercise the County’s reversionary interest, then the County Mayor or County Mayor’s designee shall execute and record an instrument approved by the County Attorney’s Office in the public records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor’s designee to receive on behalf of the County from each developer, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Initiative Program Guidelines, where applicable, a deed which conveys the properties back to the County in the event the developer is unable or fails to comply with the deed restrictions set forth in the deeds. Upon the receipt of a deed from the developer, the County Mayor or County Mayor’s designee shall record such deed in the public records of Miami-Dade County.

**Section 8.** This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a rental regulatory agreement following approval by the County Attorney's Office, in generally the form attached as Exhibit "N" and incorporated herein. The County Mayor or County Mayor's designee is authorized to further negotiate the terms of the rental regulatory agreement in a manner consistent with this resolution and to enforce the provisions thereof and exercise all rights set forth therein. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the properties with the developer; however, such rents shall be affordable, as defined in section 125.379, Florida Statutes, and based upon no more than 120 percent of area median income, as determined for Miami-Dade County by the United States Department of Housing and Urban Development. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee or the developer to record the rental regulatory agreement in the Public Records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

**Section 9.** This Board directs the County Mayor or County Mayor's designee to: (i) ensure that proper signage is placed on the properties identifying the County's name and the name of the district commissioner; and (ii) provide copies of the recorded deeds and the restrictive covenants required by the deeds to the Property Appraiser.

**Section 10.** This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the deeds and rental regulatory agreements, 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.

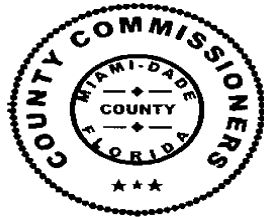
**Section 11.** This Board waives the requirement of Resolution No. R-407-19 that the public notice be posted no less than four weeks prior to Board consideration, and Resolution No. R-376-11 requiring the disclosure of certain information when authorizing the conveyance of property for affordable housing since such information is currently pending and will be completed as set forth herein.

**Section 12.** This Board waives the requirements of Implementing Order 8-4 save and except for the requirements of: (i) circulation of the properties to all County departments to determine whether there is a need for the properties; (ii) due diligence to determine whether any obstacles or impediments exist to the proposed conveyances; and (iii) the disclosure of ownership interests.

The Prime Sponsor of the foregoing resolution is Commissioner Jean Monestime. It was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	<b>aye</b>
	Oliver G. Gilbert, III, Vice-Chairman	<b>absent</b>
Sen. René García	<b>nay</b>	Keon Hardemon <b>aye</b>
Sally A. Heyman	<b>aye</b>	Danielle Cohen Higgins <b>absent</b>
Eileen Higgins	<b>aye</b>	Kionne L. McGhee <b>absent</b>
Jean Monestime	<b>aye</b>	Raquel A. Regalado <b>aye</b>
Rebeca Sosa	<b>absent</b>	Sen. Javier D. Souto <b>aye</b>

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of November, 2022. 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: **Basia Pruna**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

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

Shannon D. Summerset-Williams



EXHIBIT "A"

**C.E.G.**

**Collective Empowerment Group of South Florida, Inc.**

**Board of Directors**

**Chairman**

Rev. Eric H. Jones

**Vice President**

Rev. Alphonso Jackson Jr.

**Secretary**

Rev. Carol Nash-Lester

**Treasurer**

Rev. Michael Anderson

**Board Members**

Rev. Robert Brooks

Rev. John Chambers III

Rev. Kelon Duke

Rev. Eddy Gervais

Rev. Laura Hafner

Rev. Theo Johnson

Rev. Benjamin Parrot

**Staff Members**

**President/CEO**

Rev. Dr. R. Joaquin Willis

**Executive Director**

Antonio Prado

**Assoc. Executive Director**

Bernard Phanord

**Administrative Assistant**

Delores Carey

**Member Churches**

Apostolic Revival Center

Believers of Authority Ministry

Bethel Apostolic Temple

Beulah Missionary Baptist Church

Christian Fellowship BC

Church of God of Prophecy

Church of God Tabernacle

Church of the Ascension

Church of the Open Door UCC

Community Christian

Coral Gables Congregational UCC

Ebenezer UMC

Emmanuel COGIC of Florida

Faith Community Baptist Church

Fountain Ministries

Friendship MBC

Greater New Macedonia MBC

Harris Chapel UMC

Hosanna Community BC

Jordan Grove MBC

Koinonia Worship Center

Mt. Hermon AME Church

Mt. Zion MBC

New Bethel AME Church

New Birth Cathedral Faith

New Canaan MBC

New Hope MBC

New Jerusalem First MBC

New Jerusalem PBC

New Providence MBC

New Way Fellowship Praise

Ninety-Third St. Community BC

Second Baptist Church

St. John Institutional MBC

St. Paul UMC

St. Peter's MBC

St. Ruth MBC

Sweet Home MBC

True Vine MBC

October 24, 2022

The Honorable Jean Monestime,  
Commissioner, District 3  
Miami-Dade County, Florida

**Re: Request for conveyance of Infill Lots**

**Folio: 30-3116-009-2410; and**

**Folio: 30-3116-009-2420**

Dear Commissioner,

This will serve as our formal request that the two (2) captioned Infill Lots be approved to be conveyed to:

**Collective Developers, LLC**

A Florida Limited Liability company, wherein

Collective Empowerment Group of South Florida Inc. is its Sole Member.

These lots are intended to be developed into affordable-housing homes under the Infill Lot Program guidelines, to be purchased by qualified low-income families. We appreciate the continued support of your Office since our conversations on this subject started early in 2021.

The building of those homes will be done under a collaborative joint venture with Greater New Macedonia Missionary Baptist Church, under the leadership of Rev. Alphonso Jackson, Jr. We will work with our architects to find the most efficient use of those lots in order to built homes suitable for qualified low-income buyers. We will make arrangements with Rev. Jackson so that we may share the net income to be realized from this activity. Continuing to build affordable homeownership dwellings furthers the mission both of the CEG and Greater New Macedonia MBC.

We thank you for your continued support and assistance.

Very truly yours,

Antonio Prado  
Executive Director

**CEG/ Collective Empowerment Group of South Florida, Inc.**

4900 W. Hallandale Beach Boulevard, Bldg. B – Pembroke Park, FL 33023 – (305) 773-0178

Website: [www.cegsoflo.org](http://www.cegsoflo.org)

MDC012





September 13, 2022

Hon. Jean Monestime  
Miami-Dade County Board of Commissioners  
111 NW 1<sup>st</sup> Street, Suite 220  
Miami, FL 33130

Dear Commissioner Monestime:

As you know, Habitat for Humanity is a non profit organization focused on building homes for low income families. To date, we have built more than 1400 homes in Miami Dade which we then sell to qualified families (below 80% AMI) with a Habitat provided zero percent interest mortgage.

Habitat is also the County's number one infill developer, and the Miami Dade Infill Program is the lifeblood of our operation. Our partnership has yielded more than 500 homes so far, having a huge impact on many deserving families.

By way of this letter, we are requesting for your consideration a sponsorship of an item making five lots in your district available to Habitat for building affordable homes in your district. These lots would be put into our construction schedule immediately and would be completed within the infill program time parameters.

Attached is the list of the parcels we are requesting, which we culled from the list of available lots provided by your office. We appreciate your consideration.

I am available to answer any questions you may have or to provide any further information leading to your sponsorship of the item.

In sincere appreciation,

A handwritten signature in black ink, appearing to read "Mario J. Artecona".

Mario J Artecona  
Chief Executive Officer

Cc: Michael Liu, PHCD  
Oscar Barco, PHCD Infill program.



Habitat Request for 8 lots in District 2.

<b>Folio</b>	<b>Address</b>	<b>Lot Size</b>	<b>Zoning</b>
3031100630015	Multiple lots	96,920	RU-2
3031100281520	7500 NW 21 Pl	7,500	RU-2
0131140170550	1410 NW 69 Ter	9,023	RU-1
3031110500123	North of 8400 NW 15 Ave	5,886	RU-1
3031120230070	350 NW 83 St	5,550	RU-2
3031120230320	500 NW 83 St	8,416	RU-2
3031160020530	6925 NW 30 Ave	7,721	RU-1
3031160091020	3161 NW 58 St	5,160	RU-2

## EXHIBIT "C"



ProMetropolis Housing Development

November 1, 2021

The Honorable Jean Monestime  
Miami-Dade County Commissioner, District 2  
Attention: Elizabeth N. Owens, Chief of Staff  
915 N.E. 125th Street, Suite 2A  
Miami, Florida 33161

Dear Commissioner Monestime:

This is a request for property in your district, to build a combination of new homes and affordable rental dwellings. Our mission is to foster new homeownership opportunities for first-time, low to moderate income home buyers, military veterans and provide affordable rental units for families of low to moderate income. As a current member of the armed forces, I find it particularly important to include our veterans who served our great nation with honor, in the endless opportunities that Miami-Dade County has to offer.

ProMetropolis Housing Development, LLC has extensive residential development experience rehabbing and leasing residential properties, providing affordable housing in the underserved neighborhoods in Miami-Dade County.

All eligible first time homebuyers will be guided through Miami-Dade County's Department of Public Housing and Community Development (PHCD) first time homebuyers mortgage assistance programs, Salute our Soldiers military loan programs, and the Miami-Dade County Economic Advocacy Trust (MDEAT) Homeownership Assistance Program (HAP), providing down payment and closing cost assistance to first time homebuyers.

Attached is the list of properties in your district that ProMetropolis Housing Development, LLC is requesting for conveyance.

We thank you for your kind consideration and support and look forward to providing first-time home ownership and rental opportunities to residents in district 2.

Respectfully yours,



Emmanuel Jeanty  
ProMetropolis Housing Development LLC

MDC015

08-2128-004-0331	2910 NW 132 <sup>nd</sup> Ter
30-3116-009-1020	Adjacent East 3161 NW 58 <sup>th</sup> St
30-3116-009-3210	3030 NW 59 <sup>th</sup> St
30-3116-009-4600	2948 NW 60 <sup>th</sup> St

**SOLUTIONS CAPITAL GROUP, INC**

dba All Florida Construction &amp; Roofing

801 NE 167th Street, #314

North Miami Beach, Florida 33162

CGC 1509941, CCC 1327330

To: Elizabeth Owens  
Subject: Infill Lots  
Date: October 29, 2020

Mrs. Owens:

We are a Miami Dade Small Business Enterprise certified construction company interested in acquiring and developing five lots from the Infill lots program in district 2.

In the past five years, we have worked for a local nonprofit organization, building and renovating affordable houses in Miami Dade county. We were motivated, after the completion of the projects, to continue building affordable houses in a community where the growing cost of housing is driving many people out of the market.

Below is a list of five lots that we would like to acquire to start our goal of building at least three affordable houses per year and make a difference in our community.

#	FOLIO #	ADDRESSES
11	3031030120910	2550 NW 93RD ST
12	3031030121345	Adj. East of 2526 NW 92 ST
14	30-3112-023-0750	285 NW 82 ST
52	3031160094600	2948 NW 60TH ST
53	3031160094740	2967 NW 59TH ST

We greatly appreciate your guidance throughout the process and look forward into that great endeavor.

With Regards,

Viler Cherisol  
President/General Contractor



## EXHIBIT "E"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/26/2022

Property Information	
Folio:	30-3116-009-2410
Property Address:	3098 NW 56 ST Miami, FL 33142-2846
Owner	MIAMI DADE COUNTY ISD RE MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	5700 DUPLEXES - GENERAL
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	3,480 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$45,205	\$45,205	\$42,991
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$45,205	\$45,205	\$42,991
Assessed Value	\$25,874	\$23,522	\$21,384

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$19,331	\$21,683	\$21,607
County	Exemption	\$25,874	\$23,522	\$21,384
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$25,874	\$23,522	\$21,384
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$45,205	\$45,205	\$42,991
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$25,874	\$23,522	\$21,384
Taxable Value	\$0	\$0	\$0

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

Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-009-2410

**Property Address:** 3098 NW 56 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$45,205

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-009-2410

**Property Address:** 3098 NW 56 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$45,205

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:





# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-009-2410

**Property Address:** 3098 NW 56 ST Miami, FL 33142-2846

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$42,991

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-009-2410

**Property Address:** 3098 NW 56 ST

### Full Legal Description

16 53 41

HIALEAH HEIGHTS PB 28-24

N87FT OF LOT 1 BLK 10

LOT SIZE 40.000 X 87

OR 22096-868 0304 3

### Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
11/18/2015	\$0	29867-4678	Corrective, tax or QCD; min consideration
10/01/1975	\$2,200	00000-00000	Sales which are qualified

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Version:



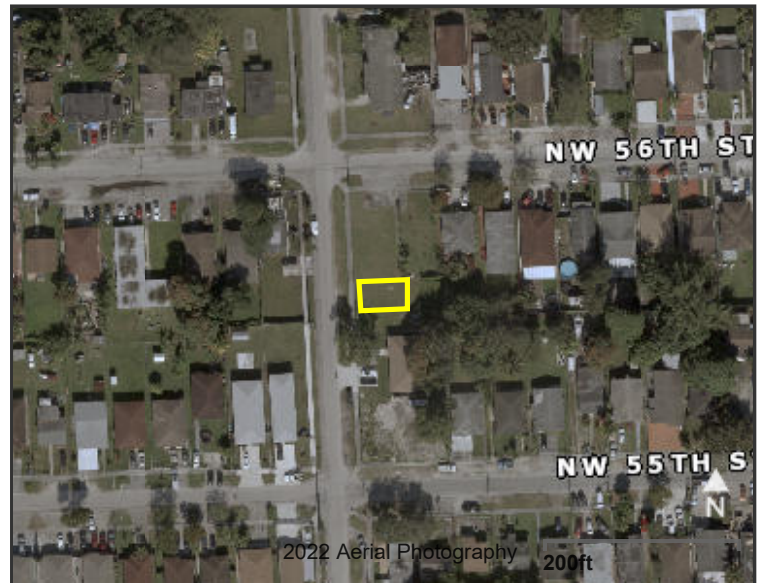
## EXHIBIT "F"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/28/2022

Property Information	
Folio:	30-3116-009-2420
Property Address:	
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	5700 DUPLEXES - GENERAL
Primary Land Use	8047 VACANT GOVERNMENTAL : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	1,680 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$8,002	\$8,002	\$7,610
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$8,002	\$8,002	\$7,610
Assessed Value	\$2,387	\$2,170	\$1,973

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$5,615	\$5,832	\$5,637
County	Exemption	\$2,387	\$2,170	\$1,973
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$2,387	\$2,170	\$1,973
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$8,002	\$8,002	\$7,610
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$2,387	\$2,170	\$1,973
Taxable Value	\$0	\$0	\$0

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/28/2022

## Property Information

Folio: 30-3116-009-2420

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	42.00	\$8,002

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/28/2022

## Property Information

Folio: 30-3116-009-2420

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	42.00	\$8,002

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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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/28/2022

## Property Information

Folio: 30-3116-009-2420

Property Address:

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	42.00	\$7,610

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/28/2022

## Property Information

Folio: 30-3116-009-2420

Property Address:

### Full Legal Description

HIALEAH HEIGHTS PB 28-24

S42FT OF LOT 1 BLK 10

LOT SIZE 42.000 X 40

OR 17746-1806 0797 3

### Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
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EXHIBIT "G"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/26/2022

Property Information	
Folio:	30-3116-002-0530
Property Address:	6925 NW 30 AVE Miami, FL 33147-6712
Owner	MIAMI DADE COUNTY ISD RE MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
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	7,720.9 Sq.Ft
Year Built	0



Assessment Information				
Year	2022	2021	2020	
Land Value	\$119,190	\$85,872	\$78,054	
Building Value	\$0	\$0	\$0	
XF Value	\$1,008	\$1,026	\$1,044	
Market Value	\$120,198	\$86,898	\$79,098	
Assessed Value	\$39,439	\$35,854	\$32,595	

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$80,759	\$51,044	\$46,503
County	Exemption	\$39,439	\$35,854	\$32,595
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$39,439	\$35,854	\$32,595
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$120,198	\$86,898	\$79,098
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$39,439	\$35,854	\$32,595
Taxable Value	\$0	\$0	\$0

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Version:

MDC028





# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-002-0530

**Property Address:** 6925 NW 30 AVE

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Front Ft.	70.19	\$119,190

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
Chain-link Fence 4-5 ft high	1975	180	\$1,008

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-002-0530

**Property Address:** 6925 NW 30 AVE

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Front Ft.	70.19	\$85,872

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
Chain-link Fence 4-5 ft high	1975	180	\$1,026

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-002-0530

**Property Address:** 6925 NW 30 AVE Miami, FL 33147-6712

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Front Ft.	70.19	\$78,054

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
Chain-link Fence 4-5 ft high	1975	180	\$1,044

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/26/2022

## Property Information

**Folio:** 30-3116-002-0530

**Property Address:** 6925 NW 30 AVE

### Full Legal Description

16 53 41

ARMEN SUB PB 52-4

LOT 1 BLK 5

LOT SIZE 70.190 X 110

OR 17502-3271 1096 4

### Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
08/04/2015	\$0	29746-2207	Corrective, tax or QCD; min consideration
10/01/1996	\$0	17502-3271	Sales which are disqualified as a result of examination of the deed

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## EXHIBIT "H"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/27/2022

Property Information	
Folio:	08-2128-004-0331
Property Address:	2910 NW 132 TER Opa-locka, FL 33054-4927
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	4400 MULTI-FAMILY - 3 STORY
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
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	11,340 Sq.Ft
Year Built	0



Assessment Information				
Year	2022	2021	2020	
Land Value	\$147,420	\$147,420	\$147,420	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$147,420	\$147,420	\$147,420	
Assessed Value	\$49,808	\$45,280	\$41,164	

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$97,612	\$102,140	\$106,256
County	Exemption	\$49,808	\$45,280	\$41,164
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$49,808	\$45,280	\$41,164
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$147,420	\$147,420	\$147,420
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$49,808	\$45,280	\$41,164
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$49,808	\$45,280	\$41,164
Taxable Value	\$0	\$0	\$0

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

Folio: 08-2128-004-0331

Property Address: 2910 NW 132 TER

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	4400	Square Ft.	11,340.00	\$147,420

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

Folio: 08-2128-004-0331

Property Address: 2910 NW 132 TER

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	4400	Square Ft.	11,340.00	\$147,420

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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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 08-2128-004-0331

**Property Address:** 2910 NW 132 TER Opa-locka, FL 33054-4927

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	4400	Square Ft.	11,340.00	\$147,420

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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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 08-2128-004-0331

**Property Address:** 2910 NW 132 TER

### Full Legal Description

28-29 52 41

NILES GDNS SEC 2 PB 31-42

N105FT OF E107.675FT OF S1/2 OF

TR 19

LOT SIZE 11340 SQ FT

OR 22207-3408 0404 3

### Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
09/01/1998	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
09/01/1993	\$0	16286-1082	Sales which are disqualified as a result of examination of the deed
09/01/1992	\$0	15646-0226	Sales which are disqualified as a result of examination of the deed
07/01/1992	\$0	15646-0225	Sales which are disqualified as a result of examination of the deed
06/01/1988	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:



## EXHIBIT "I"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/27/2022

Property Information	
Folio:	30-3116-009-1020
Property Address:	
Owner	MIAMI DADE COUNTY GSA-R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	5700 DUPLEXES - GENERAL
Primary Land Use	8047 VACANT GOVERNMENTAL : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	5,160 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$59,364	\$59,364	\$56,457
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$59,364	\$59,364	\$56,457
Assessed Value	\$17,739	\$16,127	\$14,661

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$41,625	\$43,237	\$41,796
County	Exemption	\$17,739	\$16,127	\$14,661
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$17,739	\$16,127	\$14,661
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$59,364	\$59,364	\$56,457
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$17,739	\$16,127	\$14,661
Taxable Value	\$0	\$0	\$0

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

Folio: 30-3116-009-1020

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$59,364

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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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

Folio: 30-3116-009-1020

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$59,364

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

Folio: 30-3116-009-1020

Property Address:

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$56,457

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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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

Folio: 30-3116-009-1020

Property Address:

Full Legal Description
HIALEAH HGTS PB 28-24
LOT 25 BLK 4
LOT SIZE 40.000 X 129
OR 26134-3637 122007 3

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/14/2007	\$0	26134-3637	Other disqualified
08/14/2003	\$10,000	21936-0376	Sales which are qualified
10/03/1995	\$0	31762-4119	Sales which are disqualified as a result of examination of the deed
10/01/1995	\$0	16945-2349	Sales which are disqualified as a result of examination of the deed
10/01/1995	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1995	\$0	16888-2799	Sales which are disqualified as a result of examination of the deed
02/01/1995	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1991	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
06/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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EXHIBIT "J"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/27/2022

Property Information	
Folio:	30-3116-009-3210
Property Address:	3030 NW 59 ST Miami, FL 33142-2253
Owner	MIAMI DADE COUNTY ISD R/E MGMT
Mailing Address	111 NW 1ST STREET SUITE 2460 MIAMI, FL 33128
PA Primary Zone	5700 DUPLEXES - GENERAL
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	1 / 1 / 0
Floors	1
Living Units	1
Actual Area	672 Sq.Ft
Living Area	480 Sq.Ft
Adjusted Area	608 Sq.Ft
Lot Size	5,400 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	\$60,152	\$60,152	\$57,206
Building Value	\$23,566	\$21,395	\$21,395
XF Value	\$1,720	\$1,740	\$1,760
Market Value	\$85,438	\$83,287	\$80,361
Assessed Value	\$64,922	\$59,020	\$53,655

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$20,516	\$24,267	\$26,706
County	Exemption	\$64,922	\$59,020	\$53,655
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$64,922	\$59,020	\$53,655
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$85,438	\$83,287	\$80,361
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$64,922	\$59,020	\$53,655
Taxable Value	\$0	\$0	\$0

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Version:

MDC043



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

Folio: 30-3116-009-3210

Property Address: 3030 NW 59 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$60,152

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1954	480	480	480	\$18,605
1	2	1959	192	0	128	\$4,961

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 4-5 ft high	2005	200	\$1,720

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Version:





# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3116-009-3210

**Property Address:** 3030 NW 59 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$60,152

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1954	480	480	480	\$16,891
1	2	1959	192	0	128	\$4,504

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 4-5 ft high	2005	200	\$1,740

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3116-009-3210

**Property Address:** 3030 NW 59 ST Miami, FL 33142-2253

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$57,206

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1954	480	480	480	\$16,891
1	2	1959	192	0	128	\$4,504

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 4-5 ft high	2005	200	\$1,760

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3116-009-3210

**Property Address:** 3030 NW 59 ST

## Full Legal Description

HIALEAH HEIGHTS PB 28-24  
LOT 11 & N1/2 OF ALLEY ADJ  
THERETO BLK 13  
LOT SIZE 40.000 X 135  
OR 17149-4765 0396 3 (2)  
COC 24629-0856 06 2006 4

## Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
10/11/2012	\$0	28309-1928	Corrective, tax or QCD; min consideration
06/01/2006	\$0	24629-0856	Sales which are disqualified as a result of examination of the deed
04/01/2004	\$20,000	22283-3155	Sales which are qualified
04/01/1996	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
03/01/1996	\$0	17149-4765	Sales which are disqualified as a result of examination of the deed
06/01/1995	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
12/01/1992	\$0	15771-3623	Sales which are disqualified as a result of examination of the deed
10/01/1992	\$0	15718-3475	Sales which are disqualified as a result of examination of the deed

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Version:



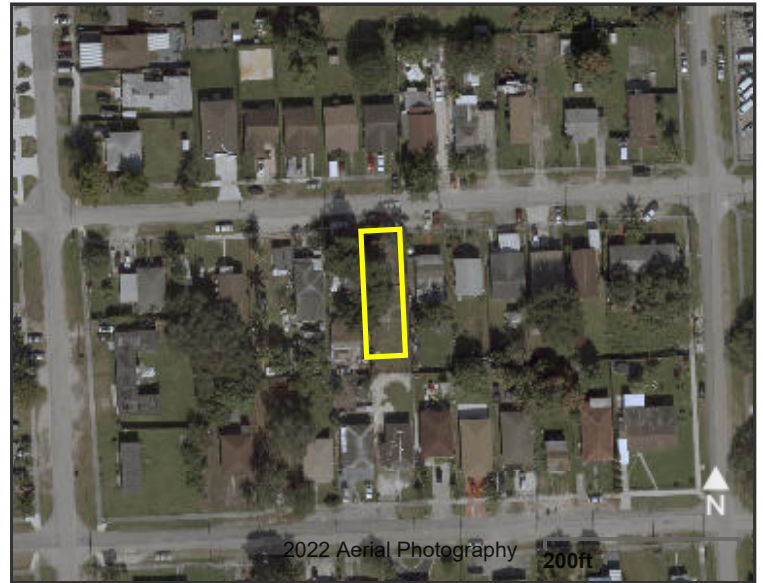
## EXHIBIT "K"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/27/2022

Property Information	
Folio:	30-3116-009-4600
Property Address:	2948 NW 60 ST Miami, FL 33142-2257
Owner	MIAMI DADE COUNTY ISD R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	5700 DUPLEXES - GENERAL
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	5,160 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$59,364	\$59,364	\$56,457
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$59,364	\$59,364	\$56,457
Assessed Value	\$20,062	\$18,239	\$16,581

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$39,302	\$41,125	\$39,876
County	Exemption	\$20,062	\$18,239	\$16,581
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$20,062	\$18,239	\$16,581
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$59,364	\$59,364	\$56,457
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$20,062	\$18,239	\$16,581
Taxable Value	\$0	\$0	\$0

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Version:

MDC048



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3116-009-4600

**Property Address:** 2948 NW 60 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$59,364

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3116-009-4600

**Property Address:** 2948 NW 60 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$59,364

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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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3116-009-4600

**Property Address:** 2948 NW 60 ST Miami, FL 33142-2257

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$56,457

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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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3116-009-4600

**Property Address:** 2948 NW 60 ST

## Full Legal Description

16 53 41

HIALEAH HGTS PB 28-24

LOT 8 BLK 19

LOT SIZE 40.000 X 129

OR 10720-864 0480 1

COC 22848-3412 06 2004 5

## Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
11/07/2014	\$0	29400-3008	Corrective, tax or QCD; min consideration
06/01/2004	\$0	22848-3412	Sales which are disqualified as a result of examination of the deed
04/01/1980	\$6,000	10720-0864	Sales which are qualified

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Version:





## EXHIBIT "L"

## OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 10/27/2022

Property Information	
Folio:	30-3103-012-0910
Property Address:	2550 NW 93 ST Miami, FL 33147-3036
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	6051 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	7,950 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$133,350	\$96,679	\$83,210
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$133,350	\$96,679	\$83,210
Assessed Value	\$31,438	\$28,580	\$25,982

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$101,912	\$68,099	\$57,228
County	Exemption	\$31,438	\$28,580	\$25,982
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$31,438	\$28,580	\$25,982
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$133,350	\$96,679	\$83,210
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$31,438	\$28,580	\$25,982
Taxable Value	\$0	\$0	\$0

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3103-012-0910

**Property Address:** 2550 NW 93 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6051	Front Ft.	75.00	\$133,350

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3103-012-0910

**Property Address:** 2550 NW 93 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6051	Front Ft.	75.00	\$96,679

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3103-012-0910

**Property Address:** 2550 NW 93 ST Miami, FL 33147-3036

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6051	Front Ft.	75.00	\$83,210

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:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/27/2022

## Property Information

**Folio:** 30-3103-012-0910

**Property Address:** 2550 NW 93 ST

### Full Legal Description

GULFAIR ESTATES PB 40-11

LOT 4 BLK 7

LOT SIZE 75.000 X 106

OR 13752-2111 0188 1

CASE 07-1061 0908 3

### Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
05/14/2012	\$0	28127-0954	Corrective, tax or QCD; min consideration
01/01/1988	\$12,000	13752-2111	Sales which are qualified
02/01/1986	\$12,000	12811-1144	Sales which are qualified
11/01/1976	\$14,600	00000-00000	Sales which are qualified
10/01/1971	\$11,300	00000-00000	Sales which are qualified

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Version:

MDC057

## EXHIBIT "M"

Instrument prepared by and returned to:

Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

### COUNTY DEED

**THIS DEED** ("Deed"), made this \_\_\_\_ day of \_\_\_\_\_, 2022 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 \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Developer"), whose address is \_\_\_\_\_, its successors and assigns.

### RECITALS

**WHEREAS**, the Developer is required to and agrees to develop and improve the Properties with single-family homes and thereafter sell the single-family homes all in accordance with Article VII, Section 17-121 through 17-128.1 of the Code of Miami-Dade County, Florida, as amended ("County Code"); Implementing No. Order 3-44; and Infill Housing Initiative Program Guidelines ("Infill Housing Program"); and

**WHEREAS**, the Developer wishes to develop the Properties and sell the single-family homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 21-80,

### WITNESSETH:

The above recitals are incorporated herein by reference and are adopted and approved as if fully set forth herein.

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

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

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Program, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County 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 each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

That the Properties shall be developed and construction completed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer 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 on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved

“Affordable Housing Restrictive Covenant,” , which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

“This Property is subject to an “Affordable Housing Restrictive Covenant” recorded simultaneously herewith, which states that the Property shall remain affordable during the “Control Period.” The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer 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 Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
  - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and



certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.

9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 14 below.
11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such

Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter,, regardless of whether the Developer provides a deed back to the County for such Properties.

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 Properties.

13. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. 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 Properties 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: \_\_\_\_\_  
Jose "Pepe" Diaz, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Assistant County Attorney

The foregoing was authorized by Resolution No. R- 22 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_ day of \_\_\_\_\_, 2022.

MDC062

**IN WITNESS WHEREOF**, the representative of \_\_\_\_\_, a \_\_\_\_\_, has caused this document to be executed by their respective and duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and it is hereby approved and accepted.

\_\_\_\_\_  
Witness/Attest

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness/Attest

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ as \_\_\_\_\_, on behalf of \_\_\_\_\_, a \_\_\_\_\_ and s/he ( ) has produced \_\_\_\_\_ as identification or ( ) is personally known to me.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

EXHIBIT "A"  
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>

# EXHIBIT "N"

This Instrument Was Prepared By:

Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Record and Return to:

\_\_\_\_\_

## **MIAMI-DADE COUNTY** **RENTAL REGULATORY AGREEMENT**

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_ adopted by the Miami-Dade County Board of County Commissioners, on \_\_\_\_\_, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address is 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128, is authorized to convey certain properties to \_\_\_\_\_), its heirs, successors and assigns (hereinafter referred to as the "Owner"), whose address is \_\_\_\_\_ for the purposes outlined in that certain Amended and Restated County Deed, dated \_\_\_\_\_, 202\_\_ and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida, executed simultaneously with this Rental Regulatory Agreement (the "Agreement"); and

**WHEREAS**, in connection with receipt of the County Deed, the Owner agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement,

**NOW, THEREFORE**, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Owner and the County hereby agree as follows:

**PROPERTY ADDRESS:**

**LEGAL DESCRIPTION**

**OF PROPERTY:** The real property legally described and attached hereto in Exhibit A and located in Miami-Dade County (hereinafter referred to as the "Property")

**DWELLING UNITS:** \_\_\_\_\_ units

**WITNESSETH:**

- I. Owner agrees with respect to the Property for the period beginning on the date of recordation of the Loan Documents, and ending on the last day of the thirtieth (30th) year after the year in which the Project is completed, that:
- a) Regardless of any maximum rent allowed, all the units must have rents which are equal to or less than \_\_\_\_\_% of annual incomes for households at \_\_\_\_\_% of median income adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates for this property are indicated in Exhibit B attached hereto.
  - b) This Agreement shall be a recorded restrictive covenant on the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the "Project"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner or lessee or any portion thereof, and on the heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee and on any other person or entity having any right, title or interest in the Property, the Project, or any portion thereof, for the length of time that this Agreement shall be in force. Owner hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above, without regard to payment or satisfaction of any debt owed by Owner to the County or the expiration of any Contract between the Owner and the County.
  - c) The above rentals will include the following services to each unit: **[INSERT TERMS]**
  - d) Owner agrees that upon any violation of the provisions of this agreement, the County, through its agent, the County may give written notice thereof to the Owner, by registered mail, at the address stated in this agreement, or such other address or addresses as may subsequently be designated by the Owner in writing to the County, and in the event Owner does not cure such default (or take measures reasonably satisfactory to the County to cure such default), within thirty (30) days after the date of notice, or within such further time as the County may determine is necessary for correction, the County may, without further notice, declare a default under the Mortgage and/or this Agreement, and effective upon the date of such default, the County may:

- i) Declare the whole indebtedness under the Note evidencing the Loan immediately due and payable and then proceed with foreclosure of the Mortgage;
- ii) Apply to any court, County, State or Federal, for any specific performance of this agreement; for an injunction against the violation of this agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by the Owner's investor limited partner/managing member, \_\_\_\_\_, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. Copies of all notices which are sent to Owner under the terms of this Agreement shall also be sent to \_\_\_\_\_.

- e) Owner further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- f) Owner agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").
- g) Owner agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one year, (b) be renewed at the end of each term except for good cause or mutual agreement of Owner and residential tenant.

- II. The County and Owner agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if the County (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that the County (and HUD if applicable) determine is necessary to maintain continued financial viability of the project.

Owner will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, the County will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

- III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs 4, 5, 6 and 7, hereof for the purpose of monitoring and implementing all the actions required under this Agreement.

In addition, thirty (30) days prior to the effective date of any rental increase, the Owner shall furnish the County with notification provided to tenants advising them of the increase.

I. Occupancy Reports.

The Owner shall, on an annual basis, furnish PHCD with an occupancy report, which provides the following information:

- A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:
  - 1. Composition of each resident family,
  - 2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
  - 3. Income requirements,
  - 4. Eligibility factors, e.g. credit history, criminal background, etc.
  - 5. Demographic information to include racial and ethnic makeup of the tenants, and
  - 6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by the Owner to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.
- B) A list of all vacant apartments, as of the end date of the reporting period.
- C) The total number of vacancies that occurred during the reporting period.
- D) The total number of units that were re-rented during the reporting period, stating family size and income.
- E) The Owner shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

II. Inspections

Pursuant to 42 U.S.C. § 12755, the Owner shall maintain the Property in compliance with all applicable federal housing quality standards, receipt of which is acknowledged by the Owner, and contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "Housing Standards").

- A) PHCD shall annually inspect the Property, including all dwelling units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable Miami-Dade County Minimum Housing



Codes. Annual inspections shall be at the rates and for the activities noted in the Rental Regulatory Agreement, Compliance, and Monitoring Unit Per Unit Cost Schedule attached as Exhibit C . Should the Owner be awarded funds through PHCD's request for application (RFA) process, said per unit cost in Exhibit C, shall be waived. The Owner will be furnished a copy of the results of the inspection within thirty (30) days, and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

- B) At other times, at the request of the Owner or of any tenant, PHCD may inspect any unit for violations to the property standards of any applicable Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and the Owner will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.
- C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

### III. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the Owner will submit the following documents to PHCD:

- A) Proposed form of resident application.
- B) Proposed form of occupancy agreement.
- C) Applicant screening and tenant selection policies.
- D) Maintenance and management plan which shall include the following information:
  - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
  - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
  - 3. A list of equipment to be provided in each dwelling unit.
  - 4. A proposed schedule for replacement of dwelling equipment.
  - 5. A list of tenant services, if any, to be provided to residents.
- E) At any time (monthly, quarterly, annually), the Owner agrees that the County has the right to:
  - 1. Evaluate and test the Waiting List Policies.
  - 2. Pull records to review and assess any and all abnormalities relative to the demographic mix. Ensure fair and equal access to the units were offered by the Owner and its agents.

The Owner agrees that the County has the right to refer eligible applicants for housing. The Owner shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the Owner is able to demonstrate a good cause basis for denying the housing as determined by PHCD in its sole and absolute discretion.

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the Owner, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Owner, its agents and/or representatives shall also provide the County with the contact information for the Owner, its, agents and/or representatives.

#### IV. Affirmative Marketing Plan

- A) Owner shall forward to PHCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for PHCD's approval which incorporates the requirements as set forth by the County to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:
  - 1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
  - 2. The Owner shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.
- B) The Affirmative Marketing Program shall be submitted to PHCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

#### V. Financial Reports

- A) Annually, the Owner shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "Operating Statement"). PHCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.
- B) The Owner will create a reserve for maintenance to be funded \$300 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Owner and will be deemed satisfied by any deposits made by Owner in accordance with loan documents which contain a maintenance reserve requirement of at least \$300 per unit per year.

VI. Action By or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

County Mayor  
Miami-Dade County  
111 NW 1<sup>st</sup> Street, 29<sup>th</sup> Floor  
Miami, Florida 33128  
Attn: County Mayor

Copy to:

Department of Public Housing and Community Development  
701 N. W. 1 Court  
14<sup>th</sup> Floor  
Miami, Florida 33136  
Attn: Director

Copy to:

Miami-Dade County Attorney's Office  
111 N.W. 1 Street  
Suite 2810  
Miami, Florida 33128  
Attn: \_\_\_\_\_ Esq.

or any of their successor agencies or departments.

VII. Recourse:

In the event of a default by the Owner under this Agreement, Lender shall have all remedies available to it at law and equity.

VIII. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the Count and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make advances in the absence of strict compliance with any or all conditions of County and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Owner of the Property or the absence therefrom of defects.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

**IN WITNESS WHEREOF**, County and Owner have caused this Agreement to be executed on the date first above written.

By: \_\_\_\_\_  
NAME AND TITLE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ as \_\_\_\_\_, on behalf of \_\_\_\_\_. S/he is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
COUNTY MAYOR OR DESIGNEE

**ATTEST:**

**HARVEY RUVIN, CLERK**

By: \_\_\_\_\_  
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

## **EXHIBIT B**

### **Rents:**

Number of Units	Type	Gross Rent	Utility	Net Rent

At the discretion of the County, up to twenty percent (20%) of the rental units, per project, may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based. The Owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the Owner and submitted to the County.

NOTE:

LOAN DOCUMENT INFORMATION TO BE  
PROVIDED FOLLOWING RECORDING OF  
MORTGAGE

Mortgage Document No: \_\_\_\_\_

Date Recorded: \_\_\_\_\_

Book Number: \_\_\_\_\_

Page Number: \_\_\_\_\_

County: MIAMI-DADE  
State: FLORIDA



**EXHIBIT C\***

Public Housing and Community Development		
Rental Regulatory Agreement, Compliance, and Monitoring Unit		
Cost Per Unit*		
Fiscal Year		
Activity	Unit Cost**	Comments
Inspection	\$	Housing Quality Standards Review
File Review	\$	Eligibility, Income, and Rental Calculation Review
Administrative	\$	Supervisory Oversight
Travel	\$	Car and Public Transportation Pass
Overhead	\$	Rent, Phone, Supplies
<b>Total Per Unit Cost*</b>	<b>\$</b>	
**Cost shall increase at the rate of % each year.		
Examples:		
A: Cost to conduct a 10 Unit Review for a project would be \$		
B: Cost to conduct a 30 Unit Review for a project would be \$		

*\* The Unit Cost in Exhibit C is a Fiscal Year sample for illustration purposes only. The applicable cost per unit schedule in each Rental Regulatory Agreement will match the amounts set for the respective fiscal year in which the Rental Regulatory Agreement is executed.*

*\*\* The unit cost for each activity will increase by three percent each year.*



CFN 2023R0717663  
OR BK 33917 Pgs 1267-1275 (9Pgs)  
RECORDED 10/10/2023 11:12:00  
DEED DOC TAX \$0.60  
JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT & COMPTROLLER  
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:  
Shannon D. Summerset  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

### COUNTY DEED

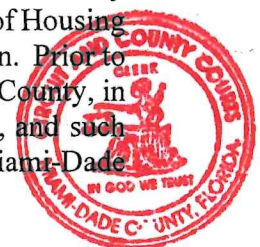
**THIS DEED**, made this 2 day of August, 2023 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **Habitat for Humanity of Greater Miami, Inc.**, a Florida not-for-profit corporation (the "Developer"), whose address is 3800 NW 22<sup>nd</sup> Avenue, Miami, Florida 33142, 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 THE DEVELOPER, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE DEVELOPER, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

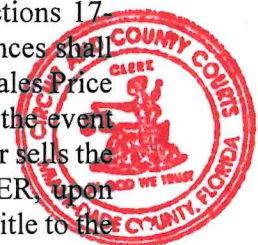
THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of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

1. That if the Properties are developed with single-family or multi-family affordable homes for sale, THE DEVELOPER shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, 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. Further, THE DEVELOPER shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental



housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income.

3. That at financial closing if THE DEVELOPER shall cause the Properties to be developed with affordable or workforce rental housing, then THE DEVELOPER shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
4. That the Properties shall be developed within two years of the recording of this Amended and Restated Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which THE DEVELOPER must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which THE DEVELOPER must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months 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.
5. That if the Properties are developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Properties shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE DEVELOPER fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE DEVELOPER, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.



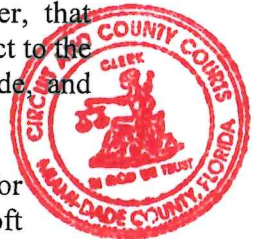


6. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), THE DEVELOPER shall comply with the requirements set forth in Resolution No. R-1416-08, including, but not limited to, providing former Scott/Carver residents the right of first refusal on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE DEVELOPER to notify these residents of the availability of homeownership opportunities.
7. That THE DEVELOPER shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
8. That THE DEVELOPER shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from THE DEVELOPER to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the Developer 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."

9. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:

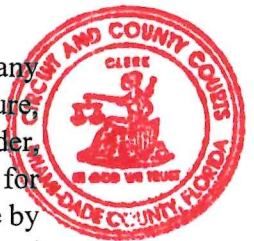
- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 10 below; and (ii)



the Maximum Sales Price in effect at the time the mortgage is recorded.

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.

10. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgage, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
11. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
12. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.
13. In the event that Developer mortgages the Properties without compliance with





sections 9 through 12 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.

14. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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 Properties.

15. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. 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.
16. If in the sole discretion of the County, (a) THE DEVELOPER ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE DEVELOPER fails to rent or sell the homes within the sale or rental limits described herein; (c) THE DEVELOPER fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (d) any other term of this Deed or deed restriction is not complied with, THE DEVELOPER shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If THE DEVELOPER fails to remedy such default within sixty (60) days, title to the subject Properties shall revert to the



County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, THE DEVELOPER shall immediately deed the Properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by THE DEVELOPER. The County retains such reversionary interest in the Properties, 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. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

17. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.
18. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish THE DEVELOPER 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 Properties 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:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: 

Deputy Clerk

**Keith Knowles - e18627**

8/2/23

By: 

Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By: 

Shannon D. Summerset  
Assistant County Attorney



The foregoing was authorized by Resolution No. **R-1071-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 1st day of November, 2022.





IN WITNESS WHEREOF, the representative of **Habitat for Humanity of Greater Miami, Inc.**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 3<sup>rd</sup> day of April, 2023, and it is hereby approved and accepted.

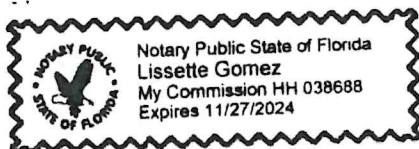
Twile  
Witness/Attest

By: [Signature]  
Name: Mario J. Artecona  
Title: CEO

Telisa Williams  
Print Name  
Racquel Collins  
Witness/Attest  
Racquel Collins  
Print Name

STATE OF FLORIDA           )  
COUNTY OF MIAMI-DADE   )

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 3<sup>rd</sup> day of April, 2023, by Mario Artecona as CEO of Habitat for Humanity of Greater Miami, Inc., a Florida not-for-profit corporation.



[Signature]  
Signature  
Lissette Gomez  
Printed Name  
Notary Public, State of Florida



☒ Personally Known or ☐ Produced Identification  
Type of Identification Produced

EXHIBIT A

FOLIO NUMBER	LEGAL DESCRIPTION
30-3116-002-0530	ARMEN SUB PB 52-4 LOT 1 BLK 5

STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on OCT 10 2023 day of AD 20  
WITNESS my hand and Official Seal.

Clerk of Circuit and County Courts  
By Lisa Aguirre Clerk of Circuit and County Courts, D.C.

**Lisa Aguirre #308632**



CFN 2023R0629349  
OR BK 33870 Pgs 207-215 (9Pgs)  
RECORDED 09/07/2023 11:18:07  
DEED DOC TAX \$0.60  
JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT & COMPTROLLER  
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:  
Shannon D. Summerset  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

### COUNTY DEED

**THIS DEED**, made this 2 day of September, 2023 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, **Solutions Capital Group, Inc.**, a Florida for profit corporation (the "Developer"), whose address is 801 NE 167<sup>th</sup> Street, #314, North Miami Beach, Florida 33162, 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 THE DEVELOPER, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE DEVELOPER, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

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

1. That if the Properties are developed with single-family or multi-family affordable homes for sale, THE DEVELOPER shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, 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. Further, THE DEVELOPER shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental





housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income.

3. That at financial closing if THE DEVELOPER shall cause the Properties to be developed with affordable or workforce rental housing, then THE DEVELOPER shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
4. That the Properties shall be developed within two years of the recording of this Amended and Restated Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which THE DEVELOPER must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which THE DEVELOPER must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months 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.
5. That if the Properties are developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Properties shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE DEVELOPER fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE DEVELOPER, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.



6. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), THE DEVELOPER 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 on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE DEVELOPER to notify these residents of the availability of homeownership opportunities.
7. That THE DEVELOPER shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
8. That THE DEVELOPER shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from THE DEVELOPER to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the Developer 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."

9. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:
  - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 10 below; and (ii)

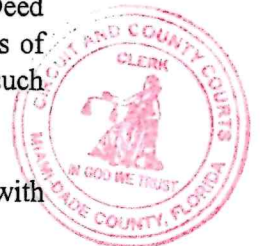




the Maximum Sales Price in effect at the time the mortgage is recorded.

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.

10. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgage, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
11. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
12. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.
13. In the event that Developer mortgages the Properties without compliance with



sections 9 through 12 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.

14. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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 Properties.

15. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. 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.
16. If in the sole discretion of the County, (a) THE DEVELOPER ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE DEVELOPER fails to rent or sell the homes within the sale or rental limits described herein; (c) THE DEVELOPER fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (d) any other term of this Deed or deed restriction is not complied with, THE DEVELOPER shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If THE DEVELOPER fails to remedy such default within sixty (60) days, title to the subject Properties shall revert to the





County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, THE DEVELOPER shall immediately deed the Properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by THE DEVELOPER. The County retains such reversionary interest in the Properties, 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. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

17. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.
18. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish THE DEVELOPER 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 Properties 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:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: [Signature] 8/2/23  
Deputy Clerk

Keith Knowles - e18627

By: [Signature]  
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By: [Signature]  
Shannon D. Summerset  
Assistant County Attorney



The foregoing was authorized by Resolution No. R-1071-22 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 1st day of November, 2022.



IN WITNESS WHEREOF, the representative of **Solutions Capital Group, Inc.**, a Florida for profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 6 day of MAY, 2023, and it is hereby approved and accepted.

Williams Coracelin  
Witness/Attest

WILLIAMS CORACELIN  
Print Name

By: [Signature]  
Name: VIER CHERISO  
Title: PRESIDENT

John Joseph  
Witness/Attest

JOHN JOSEPH  
Print Name

STATE OF FLORIDA           )  
COUNTY OF MIAMI-DADE   )

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 6 day of MAY, 2023, by VIER CHERISO as PRESIDENT Solutions Capital Group, Inc., a Florida for profit corporation.

[Signature]  
Signature  
Notary Public State Of Florida  
Antony Joannem  
Printed Name  
My Commission HH 371888  
Expires 3/10/2027  
Notary Public, State of Florida

☒ Personally Known or ☐ Produced Identification  
Type of Identification Produced



**EXHIBIT A**

<b>FOLIO NUMBER</b>	<b>LEGAL DESCRIPTION</b>
30-3103-012-0910	GULFAIR ESTATES PB 40-11 LOT 4 BLK 7

STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 7 day of  
Sept., AD 2023  
WITNESS my hand and official seal.  
By [Signature] Clerk of Circuit and County Courts



31149

CFN 2023R0582268  
OR BK 33845 Pgs 444-451 (8Pgs)  
RECORDED 08/21/2023 12:10:39  
DEED DOC TAX \$0.60  
SURTAX \$0.45  
JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT & COMPTROLLER  
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Melissa Gallo  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31564 Pages 4944-4950 of the Public Records of Miami-Dade County on August 12, 2019, solely as it relates to the 2 properties listed in Exhibit A, attached hereto and incorporated herein by reference.**

### AMENDED AND RESTATED COUNTY DEED

**THIS AMENDED AND RESTATED DEED** ("Amended Deed"), made this 2 day of August, 2023 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 **J. L. BROWN DEVELOPMENT CORPORATION**, a Florida for profit corporation ("J.L. Brown"), whose address is 13645 Old Cutler Road, Palmetto Bay, FL 33158, its successors and assigns.

### RECITALS

**WHEREAS**, the real properties as more fully described in Exhibit "A" (the "Properties") were conveyed to the Developer through that certain County Deed recorded in Official Records Book 31564 Pages 4944-4950 of the Public Records of Miami-Dade County on August 12, 2019; and

**WHEREAS**, the Developer is required to and agrees to develop and improve the Properties with single-family homes and thereafter sell the single-family homes all in accordance with Article VII, Section 17-121 through 17-128.1 of the Code of Miami-Dade County, Florida, as amended ("County Code"); Implementing No. Order 3-44; and Infill Housing Initiative Program Guidelines ("Infill Housing Program"); and

**WHEREAS**, on July 20, 2021, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 21-80, which established the maximum sales prices for the County's affordable housing programs, including the Infill Housing Program, and established a methodology for determining the maximum sales price; and

**WHEREAS**, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Properties and the County has agreed to the increase the sales price cap from \$205,000.00 to the relevant County maximum sales price as set forth in the County Code and existing at the time of sale; and





WHEREAS, the Developer wishes to develop the Properties and sell the single-family homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 21-80,

**WITNESSETH:**

The above recitals are incorporated herein by reference and are adopted and approved as if fully set forth herein.

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

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

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Program, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

That the Properties shall be developed, and construction completed within one (1) year from the effective date of the resolution approving this deed which is Resolution No. **R-1171-22**, as evidenced by the issuance of a final Certificate of Occupancy. No further extensions will be approved.

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject



Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer 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 on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer 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 Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
  - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an





amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.
11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.



12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 1 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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 Properties.

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. 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 Miami-Dade County and its Board of County Commissioners in the Properties 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:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: [Signature]  
Deputy Clerk

**Keith Knowles - e18627**

Approved for legal sufficiency:

By: [Signature]  
Melissa Gallo  
Assistant County Attorney



By: [Signature]  
Chairperson or Vice-Chairperson

The foregoing was authorized by Resolution No. **R-1171-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6 day of December, 2022.



In agreeing and accepting this Deed, J.L. Brown Development Corporation ("J.L. Brown") agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. J.L. Brown agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of J.L. BROWN DEVELOPMENT CORPORATION, a Florida for profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 19<sup>th</sup> day of April, 2023, and it is hereby approved and accepted.

Alexis N. Brown  
Witness/Attest

Alexis N. Brown  
Printed Name

By: James L. Brown  
Name: JAMES L. BROWN  
Title: PRESIDENT & CEO

Teresa Brown  
Witness/Attest

Teresa Brown  
Printed Name

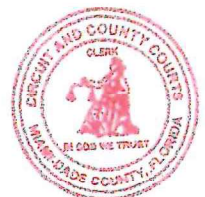
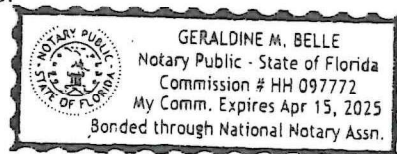
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19<sup>th</sup> day of April, 2023 by James L. Brown as President, on behalf of J.L. BROWN DEVELOPMENT CORPORATION, a Florida for profit corporation, and s/he ( ) has produced \_\_\_\_\_ as identification or (X) is personally known to me.

Geraldine M. Belle  
Notary Public  
State of Florida at Large

My Commission Expires:

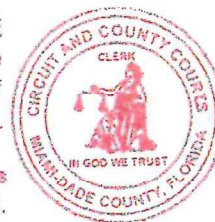
April 15, 2025



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

<b><u>FOLIO</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
30-7904-004-0140	LEISURE CITY SEC 1 PB 50-88 LOT 4 BLK 2
30-7904-005-2050	LEISURE CITY SEC 2 PB 53-28 LOT 7 BLK 29

STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on AUG 21 2023 day of  
AD 20  
WITNESS my hand and Official Seal.  
Clerk of Circuit and County Courts  
By \_\_\_\_\_ D.C.





CFN 2023R0886896  
OR BK 34003 Pgs 4942-4950 (9Pgs)  
RECORDED 12/12/2023 11:50:39  
DEED DOC TAX \$0.60  
JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT & COMPTROLLER  
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:  
Shannon D. Summerset  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

## COUNTY DEED

**THIS DEED**, made this 12 day of DECEMBER, 2023 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 **Collective Developers, LLC**, a Florida limited liability company (the "Developer"), whose address is 4900 W. Hallandale Beach Boulevard, Pembroke Park, Florida 33023, 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 THE DEVELOPER, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE DEVELOPER, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

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

1. That if the Properties are developed with single-family or multi-family affordable homes for sale, THE DEVELOPER shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, 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. Further, THE DEVELOPER shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.





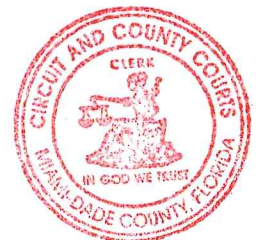
2. That if the Properties are developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income.
3. That at financial closing if THE DEVELOPER shall cause the Properties to be developed with affordable or workforce rental housing, then THE DEVELOPER shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
4. That the Properties shall be developed within two years of the recording of this Amended and Restated Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which THE DEVELOPER must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which THE DEVELOPER must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months 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.
5. That if the Properties are developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Properties shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE DEVELOPER fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE DEVELOPER, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.



6. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), THE DEVELOPER 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 on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE DEVELOPER to notify these residents of the availability of homeownership opportunities.
7. That THE DEVELOPER shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
8. That THE DEVELOPER shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from THE DEVELOPER to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the Developer 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."

9. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:
  - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 10 below; and (ii)





the Maximum Sales Price in effect at the time the mortgage is recorded.

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.

10. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgage, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
11. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
12. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.
13. In the event that Developer mortgages the Properties without compliance with

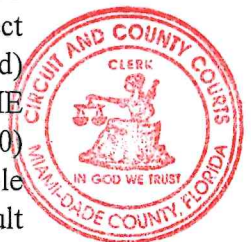


sections 9 through 12 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.

14. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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 Properties.

15. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. 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.
16. If in the sole discretion of the County, (a) THE DEVELOPER ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE DEVELOPER fails to rent or sell the homes within the sale or rental limits described herein; (c) THE DEVELOPER fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (d) any other term of this Deed or deed restriction is not complied with, THE DEVELOPER shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If THE DEVELOPER fails to remedy such default within sixty (60) days, title to the subject Properties shall revert to the





County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, THE DEVELOPER shall immediately deed the Properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by THE DEVELOPER. The County retains such reversionary interest in the Properties, 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. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

17. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.
18. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish THE DEVELOPER 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 Properties 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:

JUAN FERNANDEZ-BARQUIN, CLERK

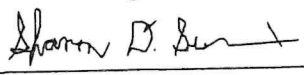
MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By:  8/2/23  
Deputy Clerk

**Keith Knowles - e18627**

By:   
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By:   
Shannon D. Summerset  
Assistant County Attorney



The foregoing was authorized by Resolution No. **R-1071-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 1st day of November, 2022.



IN WITNESS WHEREOF, the representative of **Collective Developers, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 8 day of MAY, 2023, and it is hereby approved and accepted.

Clarissa V. Willis  
Witness/Attest

Clarissa V. Willis  
Print Name

Latonja Dorsey  
Witness/Attest

Latonja Dorsey  
Print Name

By: Robert Joaquin Willis  
Name: Robert Joaquin Willis  
Title: President & CEO

STATE OF FLORIDA           )  
COUNTY OF MIAMI-DADE   )

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 8 day of MAY, 2023, by Robert Joaquin Willis as PRESIDENT / CEO of Collective Developers, LLC, a Florida limited liability company.



Bernard Phanord  
Comm.: HH 191487  
Expires: Sept. 1, 2024  
Notary Public - State of Florida

Bernard Phanord

Signature

BERNARD PHANORD

Printed Name

Notary Public, State of Florida

☒ Personally Known or ☐ Produced Identification  
Type of Identification Produced



**EXHIBIT A**

<b>FOLIO NUMBERS</b>	<b>LEGAL DESCRIPTIONS</b>
30-3116-009-2410	HIALEAH HEIGHTS PB 28-24 N87FT OF LOT 1 BLK 10
30-3116-009-2420	HIALEAH HEIGHTS PB 28-24 S42FT OF LOT 1 BLK 10

STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on **DEC 12 2023** day of

AD 20  
WITNESS my hand and Official Seal.

**Valeria Santana #403014**  
By *Valeria Santana* D.C.

