

MEMORANDUM

Agenda Item No. 11(A)(13)

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

DATE: June 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing conveyance, pursuant to section 125.379, Florida Statutes, of certain County-owned properties which have previously been declared surplus and placed on the inventory list of real properties, to TAR Holdings International, Inc., a Florida for-profit corporation and Sankofa Group LLC., a Florida limited liability company, at a price of \$10.00, for the purpose of developing such properties with affordable housing to be sold or rented to households whose incomes do not exceed 120 percent of area median income in accordance with section 125.379, Florida Statutes; directing the County Mayor to take all actions necessary to accomplish the conveyance of the properties; 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 enforce the provisions therein, and to ensure placement of appropriate signage; waiving Resolution No. R-407-19, requiring four weeks advance written notice prior to Board consideration, Resolution No. R-758-21, requiring the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property, Resolution No. R-376-11, requiring provision of certain background information concerning the properties, and Implementing Order No. 8-4 regarding guidelines and procedures for sale, lease and conveyance of County-owned real property

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM

(Revised)

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

DATE: June 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(13)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(13)
6-3-25

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379, FLORIDA STATUTES, OF CERTAIN COUNTY-OWNED PROPERTIES WHICH HAVE PREVIOUSLY BEEN DECLARED SURPLUS AND PLACED ON THE INVENTORY LIST OF REAL PROPERTIES, TO TAR HOLDINGS INTERNATIONAL, INC., A FLORIDA FOR-PROFIT CORPORATION AND SANKOFA GROUP LLC., A FLORIDA LIMITED LIABILITY COMPANY, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTIES WITH AFFORDABLE HOUSING TO BE SOLD OR RENTED TO HOUSEHOLDS WHOSE INCOMES DO NOT EXCEED 120 PERCENT OF AREA MEDIAN INCOME IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE CONVEYANCE OF THE PROPERTIES; 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 ENFORCE THE PROVISIONS THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE; WAIVING RESOLUTION NO. R-407-19, REQUIRING FOUR WEEKS ADVANCE WRITTEN NOTICE PRIOR TO BOARD CONSIDERATION, RESOLUTION NO. R-758-21, REQUIRING THE DISCLOSURE OF THE OWNERSHIP INTERESTS OF ENTITIES TO OR FROM WHOM THE COUNTY CONVEYS OR LEASES REAL PROPERTY, RESOLUTION NO. R-376-11, REQUIRING PROVISION OF CERTAIN BACKGROUND INFORMATION CONCERNING THE PROPERTIES, AND IMPLEMENTING ORDER NO. 8-4 REGARDING GUIDELINES AND PROCEDURES FOR SALE, LEASE AND CONVEYANCE OF COUNTY-OWNED REAL PROPERTY

WHEREAS, this Board authorized, in accordance with Resolution Nos. R-556-17 and R-106-23, the conveyance to Cazo Construction Corporation, a Florida for-profit corporation ("Cazo"), numerous County-owned properties, including those properties bearing Folio Nos. 30-6912-004-0960, 30-6913-002-0070, 30-6913-002-0100, 30-6913-002-0060, and 30-6913-002-

0080 (collectively, the “Properties”), for the purpose of constructing single family homes to be sold to qualified households in accordance with the Miami-Dade Infill Housing Initiative Program (“Infill Housing Program”); and

WHEREAS, on February 7, 2023, the Board adopted Resolution No. R-106-23, which authorized the County Mayor or County Mayor’s designee to grant an additional six month extension for Cazo to comply with the requirements of Resolution No. R-106-23 requiring Cazo to provide a plan acceptable to the County for the development of the Properties; and

WHEREAS, pursuant to Resolution No. R-106-23 a Notice of Extension granting Cazo an additional six months to develop the Properties was recorded on November 8, 2023 and expired on May 8, 2024 with the development of the Properties not completed; and

WHEREAS, in light of the Properties not being developed notwithstanding the extension, this Board desires that the Properties revert from Cazo to the County as provided in the deed of conveyance; and

WHEREAS, such Notice of Reverter, has been, or will be, executed by the County Mayor or County Mayor’s designee; and

WHEREAS, on April 9, 2025, TAR Holdings International, Inc., a Florida for-profit corporation (“TAR Holdings”) submitted a request to the County Commissioner of District 9, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference, requesting that the County convey one of the Properties, specifically the property bearing Folio No. 30-6912-004-0960, to TAR Holdings for use as affordable housing; and

WHEREAS, on February 18, 2025, Sankofa Group, LLC, a Florida limited liability company (“Sankofa”) submitted a request to the County Commissioner of District 9, a copy of which is attached hereto as Attachment “B” and incorporated herein by reference, requesting that the County convey two of the Properties, specifically the properties bearing Folio Nos. 30-6913-

002-0070 (which folio now includes prior Folio Nos.30-6913-002-0060 and 30-6913-002-0080) and 30-6913-002-0100, to Sankofa for use as affordable housing; and

WHEREAS, TAR Holdings and Sankofa (collectively the “Developers”) will be required by the County Deeds to develop the Properties with affordable housing, and, pursuant to the terms of the County Deeds, such Properties will 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, the Developers, subject to a reverter, shall be required pursuant to the terms of the County Deeds to develop and sell such housing in accordance with section 125.379, Florida Statutes within three years of the recording of the County Deeds, unless such time is extended by this Board; and

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

WHEREAS, in light of the critical need to build affordable homes for sale or rent and to ensure that the Properties can be developed as soon as possible, this Board wishes to waive 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 conveyance, this Board also desires to waive the requirements of Implementing Order 8-4 relating to guidelines and procedures for the sale, lease and conveyance of real property; and

WHEREAS, pursuant to section 125.379, Florida Statutes, this Board finds that it would be in the best interest of the County to convey the 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. Pursuant to section 125.379, Florida Statutes, this Board hereby approves the conveyance of the Properties-- specifically the property bearing Folio No. 30-6912-004-0960, to TAR Holdings and the properties bearing Folio Nos. 30-6913-002-0070 (which folio now includes prior Folio Nos. 30-6913-002-0060 and 30-6913-002-00800) and 30-6913-002-0100, to Sankofa (collectively the “Developers”)-- as-is, inclusive of any outstanding taxes or liens, for a price of \$10.00 for the purpose of developing such Properties with affordable housing to be sold or rented to households whose incomes do not exceed 120 percent of area median income in accordance with sections 125.379 and 420.004, Florida Statutes.

Section 3. In accordance with section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute County Deeds for the Properties in generally the form attached hereto as Attachments “C” and “D” and incorporated herein by reference, which County Deeds require the Developers to develop the Properties within three years of the recording of the County Deed, unless such time is extended by this Board, with multi-family and/or single-family homes to be sold or rented 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 section 125.379, Florida Statutes, conditioned upon the prior receipt of ownership disclosures as set forth in section 4 herein and conditioned upon the CM or CM’s D’s prior execution of the Notice of Reverters.

Section 4. This Board further directs and authorizes the County Mayor or County Mayor’s designee to take all actions necessary to effectuate the conveyance, to obtain ownership disclosures from the Developer and to exercise all rights set forth in the County Deeds, 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 the Developers, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed which conveys the Properties back to the County in the event either or both Developers are unable or fail to comply with the deed restrictions set forth in the County 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 5. 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 Attachment "E" and incorporated herein by reference, for any of the Properties which are rented. 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 Developers; 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 or the Florida Housing Finance Corporation. 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 Developers 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 6. This Board directs the County Mayor or County Mayor's designee to (i) take all actions necessary to accomplish the conveyance of the Properties, (ii) appoint staff to monitor compliance with the terms set forth in this resolution, (iii) ensure that proper signage is placed on the Properties identifying the County's name and the name of the district commissioner; and (iv) provide copies of the recorded County Deeds to the Property Appraiser.

Section 7. This Board waives the requirements of Resolution Nos.: (i) R-407-19 that the public notice be posted no less than four weeks prior to Board consideration; (ii) R-758-21, requiring the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property; (iii) R-376-11, requiring background information concerning the property be provided to the Board; and (iv) Implementing Order 8-4 requiring certain procedures and prerequisites for conveying County-owned real property.

Section 8. The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the public record the County Deeds, creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Clerk of the Board, pursuant to Resolution No. R-974-09, shall attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of June, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shannon D. Summerset-Williams



Attachment "A"

April 9, 2025

To whom it may concerns,

We are TAR Holdings International, Inc. The exclusive real estate development company licensed to build Eco-Onebrandhomes.com®.

Our Mission: To construct affordable residential homes, increase severe weather-resistance, and create fully featured commercial and residential homes for our valued customers around the globe.

The following property in Miami-Dade County listed below are of our interest and build plans:

Folio: 30-6912-004-0960

Our intent is to build: based upon setback and green space requirements

- 4 town homes
- each with 3 to 4 bedrooms
- each with 3 to 4 bathrooms
- Adequate parking (1.5 per unit) including or plus Handicap spot
- Simple fee / No HOA / No CDD

We extend warm greetings from our entire team and know your constituents will be happy in our built homes. Thank you for trusting us to provide your community members with safe, secure, and affordable luxury places to call home.

Sincerely,

TAR Holdings International, Inc.

TAR Holdings International, Inc.
11352 W STATE RD 84, SUITE 126
DAVIE FL, 33325 DIRECT LINE (754) 667-2005

MDC010



**The Honorable Kionne McGhee
Vice-Chairman
Board of County Commissioners
Miami-Dade County
111 NW 1st Street
Miami, FL 33128**

February 18, 2025

Dear Commissioner McGhee,

This letter is being submitted to you with respect to developing affordable housing for homeownership in District 9 in Miami-Dade County (the "County"). We know that you care tremendously about ensuring housing affordably, and we believe that these properties that we are requesting from the County can be developed with affordable housing units with a particular focus on homeownership. With respect to our request, we are requesting that the County convey the following properties, in accordance with Florida Statute 166.0451, for the development of affordable multifamily housing units:

- 30-6913-002-0070; and
- 30-6913-002-0100 (collectively, the "Property")

Our goal is to develop the Property with affordable townhouse units for homeownership. We anticipate developing at least 8 townhomes on the Property. Our goal is to provide the residents with a development that provides modern and beautiful architecture while ensuring the development's affordability and promoting homeownership.

We have developed a team that has extensive experience in maneuvering through land use, zoning, entitlement and building permit issues. In addition, our team has an experienced general contractor that has significant experience in developing infill housing properties.



We would appreciate the opportunity to speak more about this opportunity further and look forward to bringing much needed affordable housing to the County.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Gassant".

Pedro Gassant

Sankofa Group, LLC
Manager

Phone

305-733-0230

Email

info@sankofagroupfl.com

Attachment "C"

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED, made this _____ day of _____, 2025 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 **TAR Holdings International, Inc.**, a Florida for profit corporation (the "Developer"), whose address is 11352 W State RD 84, Suite 126, Davie FL, 33325, 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 "Property"):

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

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

1. That if the Property is 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. 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 Property is 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. Developer shall connect the Dwelling Units to a sewer line and shall construct any infrastructure necessary for such connection to sewer. Septic tanks shall not be a permissible use with respect to any use or development on the Property.
3. That at financial closing if THE DEVELOPER shall cause the Property 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 Property.
4. That the Property shall be developed within three years of the recording of this County Deed, as evidenced by the issuance of a final Certificate of Occupancy. Developer shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. 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 Property is developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Property 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 Property shall revert to the County, at the option of the County, as set forth this County Deed, 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 Property 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 Property 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 Property or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. 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, and in the event that any such lien does attach, such lien shall remain the responsibility of the Developer in the event of a reversion of the Property, provided, however, that Developer may encumber the Property 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 Property 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 Property. 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 Property, 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 Property 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 Property without compliance with sections 9 through 12 herein, then such mortgage shall be of 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 Property, 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, the Property 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 Property 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 Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter,, regardless of whether the Developer provides a deed back to the County for such Property.

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

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 three (3) years of the recording of this Deed; or (e) 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 Property shall revert to the County, at the option of the

County upon written notice of such failure to remedy the default. In the event of such reverter, THE DEVELOPER shall immediately deed the Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of 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 Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the Property 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 Property.
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 Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Anthony Rodriguez, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -2__ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of ____, 2025.

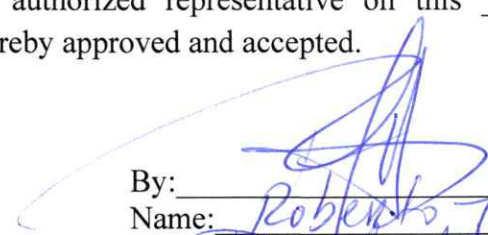
IN WITNESS WHEREOF, the representative of **TAR HOLDINGS INTERNATIONAL, INC.**, a Florida for profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 12 day of April, 2025, and it is hereby approved and accepted.



Witness/Attest



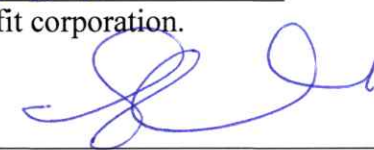
Witness/Attest

By: 
Name: Roberto Torres
Title: President

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 day of April 12, 2025, by Roberto Torres as President of **TAR HOLDINGS INTERNATIONAL, INC.** a Florida for profit corporation.





Signature
Juliana Chavez

Printed Name
Notary Public, State of Florida

☐ Personally Known or ☒ Produced Identification
Type of Identification Produced

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6912-004-0960	SYMMES-SHARMAN TRACT PB 9-170 LOT 9 BLK 6
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Attachment "D"

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED, made this _____ day of _____, 2025 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 **SANKOFA GROUP, LLC**, a Florida limited liability company, ("Sankofa"), whose address is 3600 South State Rd 7, Suite 309, Miramar, FL 33023.

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 "Property"):

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

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

1. That if the Property is 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. 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 Property is 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. Developer shall connect the Dwelling Units to a sewer line and shall construct any infrastructure necessary for such connection to sewer. Septic tanks shall not be a permissible use with respect to any use or development on the Property.
3. That at financial closing if THE DEVELOPER shall cause the Property 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 Property.
4. That the Property shall be developed within three years of the recording of this County Deed, as evidenced by the issuance of a final Certificate of Occupancy. Developer shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. 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 Property is developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Property 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 Property shall revert to the County, at the option of the County, as set forth this County Deed, 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 Property 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 Property 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 Property or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. 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, and in the event that any such lien does attach, such lien shall remain the responsibility of the Developer in the event of a reversion of the Property, provided, however, that Developer may encumber the Property 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 Property 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 Property. 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 Property, 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 Property 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 Property without compliance with sections 9 through 12 herein, then such mortgage shall be of 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 Property, 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, the Property 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 Property 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 Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter,, regardless of whether the Developer provides a deed back to the County for such Property.

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

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 three (3) years of the recording of this Deed; or (e) 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 Property shall revert to the County, at the option of the

County upon written notice of such failure to remedy the default. In the event of such reverter, THE DEVELOPER shall immediately deed the Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of 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 Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the Property 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 Property.
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 Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Anthony Rodriguez, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -2__ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of ____, 2025.

IN WITNESS WHEREOF, the representative of **SANKOFA GROUP, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2025, and it is hereby approved and accepted.

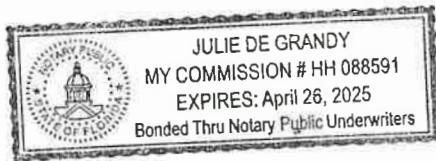

Witness/Attest



Witness/Attest

By: 
Name: Pedro Cassant
Title: managing member

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 day of APRIL 7, 2025, by PEDRO CASSANT as MANAGER of **SANKOFA GROUP, LLC**, a Florida limited liability company.




Signature
JULIE DE GRANDY
Printed Name
Notary Public, State of Florida

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6913-002-0070	RANDOLPHS ADDN TO GOULDS PB 6-52 LOTS 15-17 BLK 1
30-6913-002-0100	RANDOLPHS ADDN TO GOULDS PB 6-52 LOT 19 BLK 1

ATTACHMENT “E”

This Instrument Was Prepared By:
Shannon D.Summerset-Williams, Esq.
Assistant County Attorney
Miami-Dade County Attorney’s Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:
Miami-Dade County
Housing and Community Development
701 NW 1st Court, Suite 1400
Miami, Florida 33136
Attention: Director

MIAMI-DADE COUNTY **RENTAL REGULATORY AGREEMENT**

WHEREAS, pursuant to Resolution No. _____, adopted by the Miami-Dade County Board of County Commissioners (hereinafter the “**Board**”), on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “**County**”), the Board approved a conveyance from the County to _____, a _____-, and its permitted successors and assigns (hereinafter “**Developer**”), dated _____, 20____ (hereinafter the “**Deed**”) on the property more fully described in **Exhibit “A”** attached hereto and incorporated herein by reference; and

WHEREAS, the Deed requires, in part, that Developer shall cause the construction of a minimum of _____.() affordable housing residential units, which such rental units shall be rented to individuals and families whose incomes do not exceed 120% of area median income; and

WHEREAS, in connection with the County Deed, dated _____, 2024, and recorded on _____, 2024, in the Official Records Book at _____ Page _____ of the Public Records of Miami-Dade County, Florida, Developer 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 as of _____, 20____, Developer, whose address 3650 NW South River Drive, Miami, Florida 33142, its successors and assigns, and Miami-Dade County, a political subdivision of the State of Florida (the “**County**”) having a principal address of 111 N.W. 1st Street, Miami, Florida

33128, through its Department of Housing and Community Development Department (HCD), or successor department, 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** (the **“Units”**)]

Rents: Rent shall mean rent plus utilities or the utility allowance, as described in this Agreement. Maximum Rents and maximum monthly allowances for utilities and services shall be established by HCD. Allowances for utilities and services shall be updated annually by HCD.

Utility Allowance: The County shall establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually.

The County may accept the following four (4) additional utility allowance methodologies upon written request from Developer:

1. HUD Utility Schedule Model
2. Multifamily Housing Utility Analysis
3. LIHTC Agency Estimate
4. Energy Consumption Model (Engineer Model)

Utilities generally include those required for water/sewer, electric, gas and trash.

Affordable: Rents, as defined herein.

WITNESSETH:

I. Developer agrees with respect to the Property for an “Affordability Period” which shall be the period beginning on the date of recordation of the first Certificate of Occupancy for the Project, as defined below, and ending on the date which is thirty (30) years, that:

- (A) That all of the Units must have rents which are equal to or less than 30% of annual incomes for households at or below one hundred twenty percent (120%) of area median income (**“AMI”**) adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates to be paid by the tenant for this property are indicated in **Exhibit “B”** attached hereto.

- (B) This Agreement shall be a recorded restrictive covenant on the fee simple interest in 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, and on the heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee or owner for the length of time that this Agreement shall be in force. Developer hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on Developer and its successors in interest, if any, for the period stated in the preamble above.
- (C) The Units shall include the following amenities: [INSERT AMENITIES]
- (D) Developer agrees that upon any violation of the provisions of this Agreement, the County, through its agent HCD, may give written notice thereof to Developer, by registered mail, at the address stated in this Agreement, or such other address or addresses as may subsequently be designated by Developer in writing to HCD, and in the event Developer does not cure such default (or take measures reasonably satisfactory to HCD to cure such default), within thirty (30) days after the date of notice, or within such further time as HCD may determine is necessary for correction, HCD may, without further notice, declare a default under the Deed, and effective upon the date of such default, HCD may 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..
- (E) Developer 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) Developer agrees that the Units shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter **“HUD”**).
- (G) Developer agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one (1) year, (b) be renewed at the end of each term except for good cause or mutual agreement of Developer and residential tenant.
- (H) Developer agrees to comply with all applicable laws and regulations, including but not to those certain regulations more fully described in **Exhibit “C”**, attached hereto and made a part hereof, or the most current versions of such rules, regulations, requirements and/or forms as adopted by the applicable governmental agency.

- (I) Developer shall comply with the federal Violence Against Women Act, codified at 42 U.S.C. 13701-14040) (“**VAWA**”) and the Final Rule adopted November 16, 2016, printed in Federal Register Vol. 81, No. 221, 80724-80824 (the “**VAWA Final Rule**”), which protect applicants, tenants, and program participants in federally funded programs (including HOME and Emergency Solutions Grant (ESG)) from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them regardless of sex, gender identity, or sexual orientation. Developer shall comply with the requirements set forth specifically in Attachments D and D1, and shall submit the report attached in Attachment D2 to HCD as described in Attachment D.

HCD and Developer agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if HCD (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 HCD (and HUD if applicable) determine is necessary to maintain continued financial viability of the Project.

Developer 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, HCD 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.

Pursuant to HUD regulations and to the extent the Project contains Section 8 units, the Project shall be eligible for rental adjustments in connection with Operating Cost Adjustment Factors (“**OCAF**”), such approval shall not be unreasonably withheld by HCD.

- III. Except as otherwise noted, all parties expressly acknowledge that HCD shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs IV, V, VI and VII, 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, Developer shall furnish HCD with notification provided to tenants advising them of the increase.

IV. Occupancy Reports.

Developer shall, on an annual basis, furnish HCD 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,
 5. Demographic information to include racial and ethnic makeup of their tenants, and

6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by Developer 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) Developer shall upon written request of HCD allow representatives of HCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

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

- (A) HCD 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 state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. Developer 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 Developer or of any tenant, HCD may inspect any unit for violations to the property standards of any applicable federal, state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and Developer 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.

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, Developer will submit the following documents to HCD:

- (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), Developer 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.
 - 3. Ensure fair and equal access to the units were offered by Developer and its agents.

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

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, Developer, 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. Developer, its agents and/or representatives shall also provide the County with the contact information for Developer, its, agents and/or representatives.

VII. Affirmative Marketing Plan

- (A) Developer shall forward to HCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for HCD's approval which incorporates the requirements of 24 C.F.R. § 92.351 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. Developer 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 HCD 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.

VIII. Financial Reports

- (A) Annually, Developer 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**”). HCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.
- (B) Developer will create a reserve for maintenance to be funded \$_____.00 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Developer and will be deemed satisfied by any deposits made by Developer in accordance with loan documents which contain a maintenance reserve requirement of at least \$300 per unit per year.

IX. 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:

Housing and Community Development
701 N. W. 1 Court
14th Floor
Miami, Florida 33136
Attn: Director, Housing Development and Loan Administration Division

Copy to:

Miami-Dade County Attorney’s Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128
Attn: Assistant County Attorney

or any of their successor agencies or departments.

X. Recourse:

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

XI. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and HUD and their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County or HUD will make advances in the absence of strict compliance with any or all conditions of County or HUD 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 or HUD at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County or HUD make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by Developer of the Property or the absence therefrom of defects.

XII. Conflict with Other County Rental Regulatory Agreements:

Where the terms, conditions and obligations set forth in this Rental Regulatory Agreement conflict with another Rental Regulatory Agreement on the Property executed between Developer and the County, the terms, conditions and obligations set forth in this Agreement shall prevail.

SIGNATURES APPEAR ON FOLLOWING PAGES

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

DEVELOPER:

_____,
, a _____
By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____ by _____, as _____ of _____ a _____, on behalf of the company., is ☐ personally known to me or ☐ has produced identification.

NOTARY SEAL:

NOTARY PUBLIC
Print Name: _____
Commission No. _____
My Commission Expires: _____

Rental Regulatory Agreement

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

ATTEST:

**Juan Fernandez-Barquin,
Clerk of the Court and Comptroller**

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Shannon D. Summerset-Williams
Assistant County Attorney

EXHIBIT A
LEGAL DESCRIPTION

Folio No.	
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EXHIBIT B

Maximum Initial Approved Rental Rates*

Number of Units	Type	Set Aside AMI %	Gross Rent	Utility	Net Rent

At the discretion of the County, up to eighty percent (80%) of the rental units may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based, based upon adopted County policies uniformly applied. Developer shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by Developer and submitted to the County.

In the event an apartment is occupied by a participant of the Section 8 Voucher Program and the applicable Section 8 office permits rents higher than the levels outlined above, the rents may be as allowed by the Section 8 office, provided that the resident's portion of the rent does not exceed the above Net Rent Limits.

NOTE: the above Net Rents exclude resident options such as cable TV, washers/dryers and/or security alarm systems. If provided, these options would be at an extra charge to the residents.

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