

MEMORANDUM

Agenda Item No. 5(E)

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

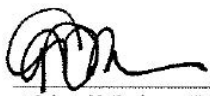
DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring surplus two County-owned properties located in Miami, Florida; revising the inventory list of real properties, after a public hearing, to include such properties in accordance with section 125.379(1), Florida Statutes; authorizing conveyance, pursuant to section 125.379(2), Florida Statutes, of the two County-owned properties to Surfside Pointe, LLC, a Florida Limited Liability Company, at a price of \$10.00, for the purpose of developing such properties with affordable housing to be rented to very low- low- or moderate income households in accordance with sections 125.379 and 420.0004, Florida Statutes; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed; and authorizing the County Mayor to effectuate the conveyance, to take all action necessary to enforce the provisions set forth in such County Deed, to execute a rental regulatory agreement and enforce the provisions therein, to provide copies of the recorded County Deed and the rental regulatory agreement required by the County Deed to the property appraiser, and to ensure placement of appropriate signage; and waiving the requirement of Resolution No. R-130-06

Resolution No. R-617-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.


Abigail Price-Williams
County Attorney 

APW/uw



MEMORANDUM

(Revised)

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

DATE: July 8, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 5(E)

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. 5(E)
7-8-20

RESOLUTION NO. R-617-20

RESOLUTION DECLARING SURPLUS TWO COUNTY-OWNED PROPERTIES LOCATED IN MIAMI, FLORIDA; REVISING THE INVENTORY LIST OF REAL PROPERTIES, AFTER A PUBLIC HEARING, TO INCLUDE SUCH PROPERTIES IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, OF THE TWO COUNTY-OWNED PROPERTIES TO SURFSIDE POINTE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTIES WITH AFFORDABLE HOUSING TO BE RENTED TO VERY LOW- LOW- OR MODERATE INCOME HOUSEHOLDS IN ACCORDANCE WITH SECTIONS 125.379 AND 420.0004, FLORIDA STATUTES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EFFECTUATE THE CONVEYANCE, TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED, TO EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS THEREIN, TO PROVIDE COPIES OF THE RECORDED COUNTY DEED AND THE RENTAL REGULATORY AGREEMENT REQUIRED BY THE COUNTY DEED TO THE PROPERTY APPRAISER, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE; AND WAIVING THE REQUIREMENT OF RESOLUTION NO. R-130-06

WHEREAS, Surfside Pointe, LLC, a Florida Limited Liability Company (“Surfside”) promotes, develops and provides safe and affordable housing to persons with limited financial resources in Miami-Dade County; and

WHEREAS, on April 27, 2020, Surfside submitted an application 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 two County-owned vacant properties (Folio Nos. 30-6912-008-0440 and 30-6912-008-0480) (the “Properties”) located in Commission District 9; and

WHEREAS, the Properties requested by Surfside are more fully described in Attachments “B,” and “C,” attached hereto and incorporated herein by reference; and

WHEREAS, Surfside proposes to have the Properties developed with affordable housing to be rented to very low-, low- or moderate income households in accordance with section 125.279, Florida Statutes; and

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

WHEREAS, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the Properties is attached hereto in Attachment “D,” which is attached hereto and incorporated herein by reference; and

WHEREAS, this Board has reviewed the information in Attachment “D,” and this Board is satisfied; and

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

WHEREAS, the Properties have not been declared surplus or added to the County’s affordable inventory list in accordance with section 125.379(1), Florida Statutes; and

WHEREAS, this Board finds that the before-mentioned properties are appropriate for use as affordable housing, and desires to declare the properties surplus and revise the County's the affordable inventory list to include such properties; and

WHEREAS, on April 15, 2019, this Board adopted Resolution No. R-407-19, which requires the County Mayor or the County Mayor's designee to provide written notice to the public no less than four weeks prior to consideration by this Board, or any Committee of this Board, of any proposed conveyance or lease of County-owned properties without competitive bidding under section 125.379, Florida Statutes; and

WHEREAS, on May 12, 2020, Surfside complied with the requirements of Resolution No. R-407-19 by posting signs on the Properties, at their sole cost, which such signs were posted for a period of four weeks; and

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

WHEREAS, the conveyance of the Properties will also be subject to the execution and recording of a rental regulatory agreement, approved by the County in its sole discretion; and

WHEREAS, this Board wishes to waive Resolution No. R-130-06, which provides that an item seeking approval of a contract shall not be placed on a County Commission or committee agenda until the underlying contract is completely negotiated, in final form and executed by all non-County parties, to provide additional time for the County Mayor or the County Mayor's designee to finalize the terms of the rental regulatory agreement at the time of the issuance of the certificate of occupancy,

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 declares two County-owned properties located in Miami, Florida (Folio Nos. 30-6912-008-0440 and 30-6912-008-0480) (“Properties”) as surplus, and, after a public hearing, revises the County’s affordable housing inventory list to include these properties in accordance with section 125.379(1), Florida Statutes.

Section 3. Pursuant to section 125.379(2), Florida Statutes, this Board hereby approves the conveyance of the Properties to Surfside, at a price of \$10.00, for the purpose of developing such properties with affordable housing to be rented to very low-, low- or moderate income households whose income do not exceed 120 percent of area median income in accordance with sections 125.379 and 420.0004, Florida Statutes.

Section 4. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute of the County Deed, in substantially the form attached hereto and made a part hereof as Attachment “E.”

Section 5. This Board further authorizes the County Mayor or the County Mayor’s designee to take all actions necessary to effectuate the conveyance, to exercise all rights set forth in the County Deed, other than those reserved to this Board therein, including, but not limited to, exercising the County’s option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or the County Mayor’s designee should exercise the County’s reversionary interest, then the County Mayor or the County Mayor’s designee shall execute and record an instrument approved by the County Attorney’s Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or the County Mayor’s designee to receive on behalf of the County from Surfside, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Program Guidelines, a deed which conveys the Property back to

the County in the event Surfside is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed from Surfside, the County Mayor or the County Mayor's designee shall record such deed in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the two years to complete the construction of the affordable housing units contemplated herein shall be subject to this Board's approval.

Section 6. 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 hereto as Attachment "F" and incorporated herein. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the Property with Surfside; however such rents shall be 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. This Board waives Resolution No. R-130-06 to provide additional time to the County Mayor or the County Mayor's designee to finalize the terms of the rental regulatory agreement. 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 Surfside to record the rental regulatory agreement in the Public Records of Miami-Dade County, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

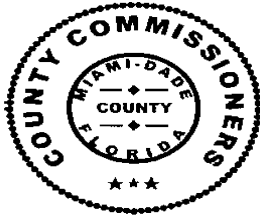
Section 7. This Board directs the County Mayor or the County Mayor's designee to (i) ensure that proper signage is placed on the Property identifying the County's name and the name of the district commissioner; (ii) provide copies of the recorded County Deed and the restrictive covenants required by the County Deed to the Property Appraiser; and (iii) appoint staff to monitor compliance with the terms of the conveyance.

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

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Shannon D. Summerset-Williams", is written over a horizontal line.

Shannon D. Summerset-Williams



April 27, 2020

Honorable Dennis C. Moss
Commissioner of the District 9 of the Miami-Dade County
10710 SW 211 St - Suite 206
Cutler Bay, FL 33189

Ref: County Lots

Dear Commissioner Moss:

On behalf of **SURFSIDE POINTE, LLC** we want to thank you for your support towards our Workforce Housing Project.

We are requesting your help in obtaining the following vacant parcels that are currently owned by Miami Dade County:

- Folio: 30-6912-008-0440 Miami-Dade County, 5,662 square feet
- Folio: 30-6912-008-0480 Miami-Dade County, 3,485 square feet

The combination of these two lots with what we currently owned would increase the project from 56 units to 68 units of workforce housing.

Current project without the County Land

4 story building
56 Workforce Rental Units
20- Studios
21- 1 Bedroom
15- 2 Bedroom



Project with the County Land

4 story building
68 Workforce Rental Units
17- Studios
32- 1 Bedroom
16- 2 Bedroom
3- 3 Bedroom

We have attached preliminary designs of our current project as well as proposed layouts of the Project with the County Land.

If you have any questions, please do not hesitate to contact us at (305) 865-1923

Sincerely,

DocuSigned by:

Maurice Egozi

6CAFAEF295D1427...

Maurice Egozi

Principal, Co-Founder

Surfside Pointe, LLC
1132 Kane Concourse, Suite 200 | Bay Harbor Islands, FL | (305) 865-1923



EAST VIEW – CURRENT PROJECT

3D RENDERING IMAGE |

Surfside Pointe, LLC
1132 Kane Concourse, Suite 200 | Bay Harbor Islands, FL | (305) 865-1923



WEST VIEW – CURRENT PROJECT

3D RENDERING IMAGE |

Surfside Pointe, LLC
 1132 Kane Concourse, Suite 200 | Bay Harbor Islands, FL | (305) 865-1923

4/27/2020

Property Search Application - Miami-Dade County



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/27/2020

Property Information	
Folio:	30-6912-008-0440
Property Address:	
Owner:	MIAMI-DADE COUNTY COMMUNITY & ECONOMIC DEVELOPMENT
Mailing Address:	701 NW 1 CT 14TH FLOOR MIAMI, FL 33136
PA Primary Zone:	9061 U/C CENTER - SPECIAL USE (SD) 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:	5,662 Sq.Ft.
Year Built:	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$33,972	\$33,972	\$39,634
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$33,972	\$33,972	\$39,634
Assessed Value	\$33,972	\$33,972	\$39,634

Benefits Information				
Benefit	Type	2019	2018	2017
County	Exemption	\$33,972	\$33,972	\$39,634

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

Short Legal Description	
12-13 56 39.1 S AC.	
DIXIE PINES 2ND REV PB 31-51	
BEG 175FTE OF SW COR TR 6 N50FT	
TO POB N50.86FT E131.32FT SW69.09	
FT W81.4FT TO POB	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$33,972	\$33,972	\$39,634
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$33,972	\$33,972	\$39,634
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$33,972	\$33,972	\$39,634
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually adding and updating this tool. 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:

Surfside Pointe, LLC
 1132 Kane Concourse, Suite 200 | Bay Harbor Islands, FL | (305) 865-1923

4/27/2020

Property Search Application - Miami-Dade County



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/27/2020

Property Information	
Folio:	30-0912-008-0460
Property Address:	
Owner:	MIAMI DADE COUNTY ISD RE MGMT
Mailing Address:	111 NW 1 ST STE 2460 MIAMI, FL 33126 USA
PA Primary Zone:	9061 UC CENTER - SPECIAL USE (SD) 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:	3,485 Sq.Ft
Year Built:	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$20,910	\$20,910	\$24,395
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$20,910	\$20,910	\$24,395
Assessed Value	\$20,910	\$20,910	\$24,395

Benefits Information			
Benefit	Type	2019	2018
County	Exemption	\$20,910	\$20,910

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

Short Legal Description	
12-13 56 39 .08 AC	
DIXIE PINES 2ND REV PB 31-51	
BEG 175 FT E OF SW COR OF TR 5 TH N	
90 FT E 75 FT M/L SW 1/4 120 FT TO POB	
LOT SIZE 3485 SQUARE FEET	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$20,910	\$20,910	\$24,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$20,910	\$20,910	\$24,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$20,910	\$20,910	\$24,395
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/31/2012	\$1.00	28137-0758	Corrective, tax or QCD, min consideration
01/15/2010	\$300,000	27177-2758	Financial inst or "In Lieu of Foreclosure" stated
06/01/2005	\$0	23489-3120	Sales which are disqualified as a result of examination of the deed

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Version:

Surfside Pointe, LLC

1132 Kane Concourse, Suite 200 | Bay Harbor Islands, FL | (305) 865-1923

OWNED LAND

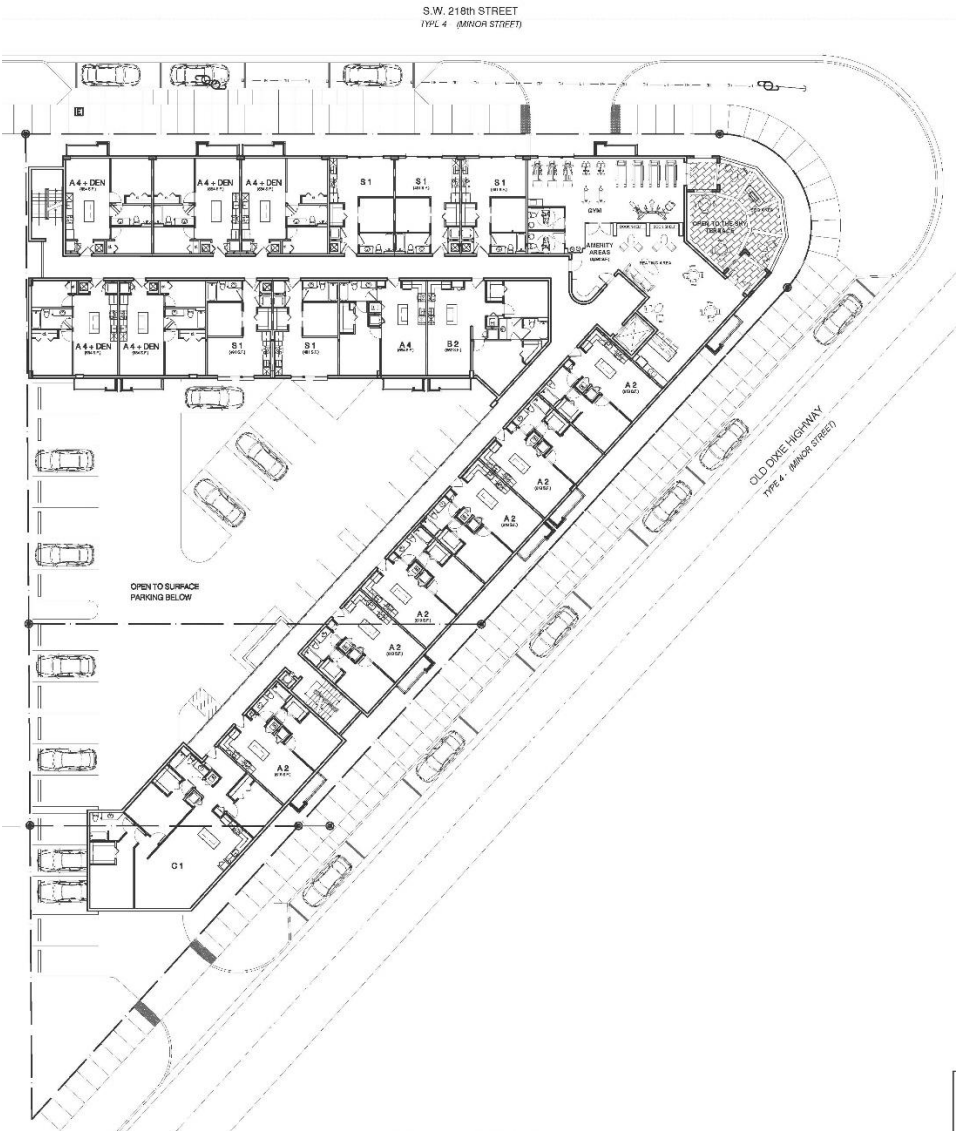
FOLIO: 30-6912-008-0500
& 30-6912-008-0501

REQUESTED LAND

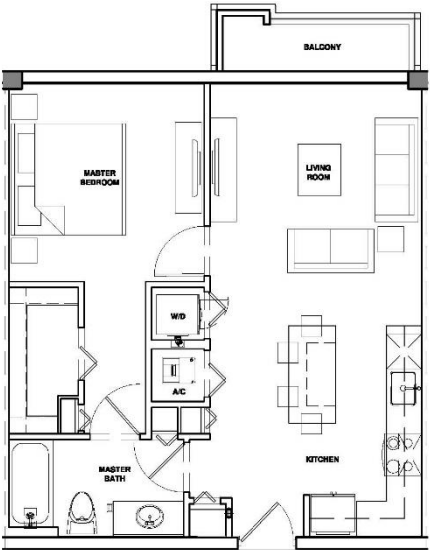
FOLIO: 30-6912-008-0440
& 30-6912-008-0480



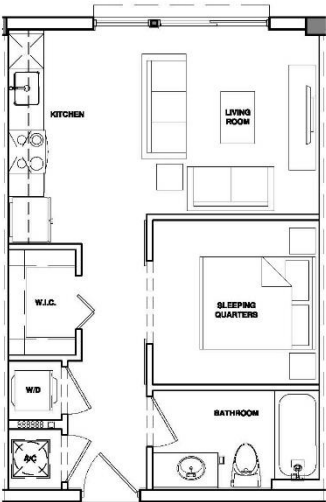
Surfside Pointe, LLC
1132 Kane Concourse, Suite 200 | Bay Harbor Islands, FL | (305) 865-1923



SITE PLAN – Fourth Floor



TYPICAL MODEL A-4



TYPICAL MODEL S-1



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 4/18/2020

Property Information	
Folio:	30-6912-008-0440
Property Address:	
Owner	MIAMI-DADE COUNTY COMMUNITY & ECONOMIC DEVELOPMENT
Mailing Address	701 NW 1 CT 14TH FLOOR MIAMI, FL 33136
PA Primary Zone	9061 UC CENTER - SPECIAL USE (SD) 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	5,662 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$33,972	\$33,972	\$39,634
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$33,972	\$33,972	\$39,634
Assessed Value	\$33,972	\$33,972	\$39,634

Benefits Information				
Benefit	Type	2019	2018	2017
County	Exemption	\$33,972	\$33,972	\$39,634

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

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$33,972	\$33,972	\$39,634
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$33,972	\$33,972	\$39,634
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$33,972	\$33,972	\$39,634
Taxable Value	\$0	\$0	\$0

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 4/18/2020

Property Information

Folio: 30-6912-008-0440

Property Address:

Roll Year **2019** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-SD	9061	Square Ft.	5,662.00	\$33,972

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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Generated On : 4/18/2020

Property Information

Folio: 30-6912-008-0440

Property Address:

Roll Year **2018** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-SD	9061	Square Ft.	5,662.00	\$33,972

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 : 4/18/2020

Property Information

Folio: 30-6912-008-0440

Property Address:

Roll Year **2017** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-SD	9061	Square Ft.	5,662.00	\$39,634

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 : 4/18/2020

Property Information

Folio: 30-6912-008-0440

Property Address:

Full Legal Description

12-13 56 39 .13 AC
DIXIE PINES 2ND REV PB 31-51
BEG 175FTE OF SW COR TR 6 N90FT
TO POB N50.86FT E131.32FT SW69.09
FT W81.4FT TO POB
LOT SIZE 5662 SQUARE FEET
OR 22059-0122 0204 3

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
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Version:



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 4/18/2020

Property Information	
Folio:	30-6912-008-0480
Property Address:	
Owner	MIAMI DADE COUNTY ISD RE MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128 USA
PA Primary Zone	9061 UC CENTER - SPECIAL USE (SD) 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	3,485 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$20,910	\$20,910	\$24,395
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$20,910	\$20,910	\$24,395
Assessed Value	\$20,910	\$20,910	\$24,395

Benefits Information				
Benefit	Type	2019	2018	2017
County	Exemption	\$20,910	\$20,910	\$24,395

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

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$20,910	\$20,910	\$24,395
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$20,910	\$20,910	\$24,395
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$20,910	\$20,910	\$24,395
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 : 4/18/2020

Property Information

Folio: 30-6912-008-0480

Property Address:

Roll Year **2019** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-SD	9061	Square Ft.	3,485.00	\$20,910

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 : 4/18/2020

Property Information

Folio: 30-6912-008-0480

Property Address:

Roll Year **2018** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-SD	9061	Square Ft.	3,485.00	\$20,910

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 : 4/18/2020

Property Information

Folio: 30-6912-008-0480

Property Address:

Roll Year **2017** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-SD	9061	Square Ft.	3,485.00	\$24,395

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 : 4/18/2020

Property Information

Folio: 30-6912-008-0480

Property Address:

Full Legal Description

12-13 56 39 .08 AC

DIXIE PINES 2ND REV PB 31-51

BEG 175FTE OF SW COR OF TR 6 TH N

90FT E75FT M/L SWLY120FT TO POB

LOT SIZE 3485 SQUARE FEET

COC 23489-3120 06 2005 3

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
05/31/2012	\$100	28137-0758	Corrective, tax or QCD; min consideration
01/15/2010	\$300,000	27177-2758	Financial inst or "In Lieu of Foreclosure" stated
06/01/2005	\$0	23489-3120	Sales which are disqualified as a result of examination of the deed

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Version:

Attachment "D"

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

FOLIO	ANNUAL TAX REVENUE GENERATED	LOT SIZE	COMM DISTRICT	2019 MARKET VALUE	LEGAL DESCRIPTION	ZONIN G	ANNUAL COST TO MAINTAIN	PROPERTY ADDRESS	CIRCULATED TO COUNTY DEPARTMENT S	SURPLUS	DEED TYPE
<u>3069120080440</u>	\$633.91	5,662 SQ FT	9	\$33,972.00	12-13 56 39 .13 AC DIXIE PINES 2ND REV PB 31-51 BEG 175FTE OF SW COR TR 6 N90FT TO POB N50.86FT E131.32FT SW69.09 FT W81.4FT TO POB	UC-SD	\$322.00	WEST OF 21845 GOULDS AVE	YES 03/30/2020	NO	ESCHEATMENT TAX DEED 2/5/2004
<u>3069120080480</u>	\$425.09	3,485 SQ FT	9	\$20,910.00	12-13 56 39 .08 AC DIXIE PINES 2ND REV PB 31-51 BEG 175FTE OF SW COR OF TR 6 TH N 90FT E75FT M/L SWLY120FT TO POB	UC-SD	\$198.00	WEST OF 21845 GOULDS AVE	YES 04/25/2017	YES 11/7/17 11/7/2017 □	ESCHEATMENT TAX DEED 3/4/2016

ATTACHMENT "E"

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this _____ day of _____, 2020 by MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **SURFSIDE POINTE LLC**, a Florida limited liability company, ("Surfside"), whose address is 1132 Kane Concourse Suite 200 Bay Harbor Islands, FL 33154, 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 SURFSIDE, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SURFSIDE, 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 the Properties shall be developed by SURFSIDE as affordable and workforce housing with approximately 56 affordable rental units. That the Property is being sold with a restriction requiring the development of the Property as affordable and workforce housing as set forth in section 125.379, Florida Statutes, to 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 ("Qualified Renters"). In addition to the affordable and workforce housing, the Property may also be developed with some supporting community space for youth and family programs.
2. Upon issuance of a final Certificate of Occupancy for the development SURFSIDE

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.

3. That the Property shall be developed within forty-eight (48) months of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which SURFSIDE 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 SURFSIDE 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 forty-eight (48) 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.
4. That SURFSIDE 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 such assignment, transfer, or leasehold interest to an entity owned or controlled by SURFSIDE, or any subsidiary or affiliate thereof.
5. That SURFSIDE shall pay real estate taxes and assessments on the Property or any part thereof when due. SURFSIDE 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 SURFSIDE may encumber the Property with:
 - a. Any leasehold interest in accordance with paragraph 4 or mortgages including any leasehold mortgage(s) in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by SURFSIDE (together, the "Improvements") as determined by an appraiser selected by SURFSIDE; and
 - b. Any mortgage(s) or leasehold mortgages in favor of any institutional lender or

investor refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements”) as determined by an appraiser selected by SURFSIDE.

- c. Any mortgage(s) or leasehold mortgages in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the encumbrances permitted under this paragraph or any change in ownership, and shall apply to the “successors heirs and assigns” of SURFSIDE.

- 6. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 5(a) or 5(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by SURFSIDE, stating the value of the Property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
- 7. If in the sole discretion of the County, if (a) SURFSIDE ceases to exist prior to rental of the Dwelling Units to the Qualified Renters; (b) SURFSIDE fails to rent the Dwelling Units within the rent limits described herein; (c) SURFSIDE fails to close on its financing for the project contemplated herein within three (3) years of the date this Deed is recorded; (d) SURFSIDE fails to construct the project contemplated herein within 48 months of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, SURFSIDE 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 SURFSIDE 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. Notwithstanding the foregoing, the County agrees, but shall have no obligation, to give any mortgagee or the SURFSIDE’s investor member(s) or partners, as applicable, notice of any default under this Deed, and such persons shall be extended an opportunity to cure such default, which cure period shall be a period of sixty (60) calendar days longer than the period to cure which is otherwise extended to SURFSIDE. In the event of such reverter, SURFSIDE shall immediately deed the Property 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 SURFSIDE. 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.

8. 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.
9. 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 SURFSIDE with an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

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

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2020.

IN WITNESS WHEREOF, SURFSIDE POINTE, LLC, a Florida limited liability company, has caused this document to be executed by its respective and duly authorized representative on this _____ day of _____, 2020, 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 _____, 2020 by _____ as _____, on behalf of **SURFSIDE POINTE LLC**, a Florida limited liability company. 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:

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6912-008-0440	"12-13 56 39 .13 AC DIXIE PINES 2ND REV PB 31-51 BEG 175FTE OF SW COR TR 6 N90FT TO POB N50.86FT E131.32FT SW69.09 FT W81.4FT TO POB"
30-6912-008-0480	"12-13 56 39 .08 AC DIXIE PINES 2ND REV PB 31-51 BEG 175FTE OF SW COR OF TR 6 TH N 90FT E75FT M/L SWLY120FT TO POB"

ATTACHMENT "F"

This Instrument Was Prepared By:
Shannon Summerset-Williams
Assistant County Attorney
111 N.W. 1st 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. 1st Street, Miami, Florida 33128, is authorized to convey certain properties to **SURFSIDE POINTE LLC, a Florida limited liability company, ("Surfside")**, its heirs, successors and assigns (hereinafter referred to as the "Owner"), whose address 1132 Kane Concourse Suite 200 Bay Harbor Islands, FL 33154 for the purposes outlined in that certain County Deed, dated _____, 2020 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 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) 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 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, in its 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 determines 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.

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. 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 1st Street, 29th Floor
Miami, Florida 33128
Attn: County Mayor

Copy to:

Department of Public Housing and Community Development
701 N. W. 1 Court
14th 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: Shannon Summerset-Williams, Esq.

or any of their successor agencies or departments.

VI. Recourse:

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

VII. 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 _____, 2020 by _____ as _____, on behalf of **SURFSIDE POINTE LLC**, a Florida limited liability company. 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 DEPUTY MAYOR

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6912-008-0440	"12-13 56 39 .13 AC DIXIE PINES 2ND REV PB 31-51 BEG 175FTE OF SW COR TR 6 N90FT TO POB N50.86FT E131.32FT SW69.09 FT W81.4FT TO POB"
30-6912-008-0480	"12-13 56 39 .08 AC DIXIE PINES 2ND REV PB 31-51 BEG 175FTE OF SW COR OF TR 6 TH N 90FT E75FT M/L SWLY120FT TO POB"

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 2019-2020		
Activity	Unit Cost**	Comments
Inspection	\$32.45	Housing Quality Standards Review
File Review	\$55.86	Eligibility, Income, and Rental Calculation Review
Administrative	\$32.78	Supervisory Oversight
Travel	\$5.74	Car and Public Transportation Pass
Overhead	\$8.59	Rent, Phone, Supplies
Total Per Unit Cost*	\$135.41	
**Cost shall increase at the rate of 3% each year.		
Examples:		
A: Cost to conduct a 10 Unit Review for a project would be \$1,354.14		
B: Cost to conduct a 30 Unit Review for a project would be \$4,062.42		

** The Unit Cost in Exhibit C is a Fiscal Year 2019-20 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.*