

MEMORANDUM

Special Item No. 9

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

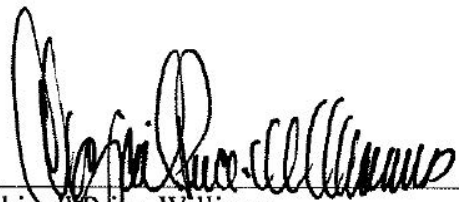
DATE: July 27, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution urging Governor Ron DeSantis and Education Commissioner Richard Corcoran to allow K-12 schools to open for distance learning only during the 2020-2021 school year due to coronavirus disease 2019 (COVID-19) until such time as local superintendents determine it is safe for students, staff, and teachers to return to in-person instruction

Resolution No. R-772-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney

APW/lmp



MEMORANDUM

(Revised)

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

DATE: July 27, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Special Item No. 9

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 _____

Special Item No. 9
7-27-20

RESOLUTION NO. _____ R-772-20

RESOLUTION URGING GOVERNOR RON DESANTIS AND
EDUCATION COMMISSIONER RICHARD CORCORAN TO
ALLOW K-12 SCHOOLS TO OPEN FOR DISTANCE
LEARNING ONLY DURING THE 2020-2021 SCHOOL YEAR
DUE TO CORONAVIRUS DISEASE 2019 (COVID-19) UNTIL
SUCH TIME AS LOCAL SUPERINTENDENTS DETERMINE IT
IS SAFE FOR STUDENTS, STAFF, AND TEACHERS TO
RETURN TO IN-PERSON INSTRUCTION

WHEREAS, in early 2020, the United States, including the State of Florida and Miami-Dade County, began experiencing an outbreak of the infectious disease named coronavirus disease 2019 (COVID-19); and

WHEREAS, COVID-19 is a severe acute respiratory illness that can spread among humans through respiratory transmission and may present with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, the Governor Ron DeSantis declared a State of Emergency for the entire state of Florida as a result of COVID-19; and

WHEREAS, Governor DeSantis has extended the state of emergency, most recently on July 7, 2020; and

WHEREAS, on March 12, 2020, the County Mayor declared a State of Local Emergency for all of Miami-Dade County in order to protect the public's health, safety, and welfare; and

WHEREAS, the County Mayor has extended the state of emergency, most recently on July 15, 2020; and

WHEREAS, COVID-19 cases have increased markedly in the County in the last several weeks; and

WHEREAS, Miami-Dade County has become the state epicenter of the COVID-19 pandemic; and

WHEREAS, on July 6, 2020, Florida Commissioner of Education Richard Corcoran issued Emergency Order 2020-E0-66 requiring all schools within the state to be open at least five days a week for all students during the 2020-2021 school year; and

WHEREAS, the United States Centers for Disease Control and Prevention (“CDC”) has promulgated guidelines related to the safe re-opening of schools; and

WHEREAS, the CDC guidelines state that schools should not re-open for in-person instruction until schools are in Phase 2; and

WHEREAS, under the CDC guidelines, Phase 2 requires a downward trajectory of confirmed cases over a 14-day period as well as a downward trajectory of positives cases as a percentage of overall tests; and

WHEREAS, Miami-Dade County is not currently in Phase 2; and

WHEREAS, re-opening public schools for in-person instruction may put students, teachers, staff, and the wider community at risk for increased transmission of COVID-19; and

WHEREAS, Miami-Dade County Public Schools Superintendent Alberto Carvalho has developed a plan whereby certain benchmarks related to the control of COVID-19 must be met for in-person instruction to commence in Miami-Dade County Public Schools; and

WHEREAS, local superintendents like Miami-Dade County Public Schools Superintendent Alberto Carvalho are best situated to make decisions related to instruction for their individual school districts; and

WHEREAS, this Board recognizes the importance of in-person instruction, however, such instruction should only begin when each school district deems it is safe for students, teachers, and staff to return,

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

Section 1. Urges Governor Ron DeSantis and Commissioner of Education Richard Corcoran to allow public K-12 schools to open for distance learning only during the 2020-2021 school year, due to COVID-19 until such time as local superintendents determine it is safe for students, staff, and teachers to return to in-person instruction.

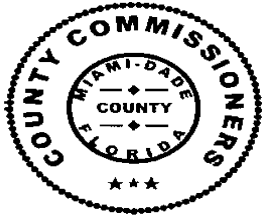
Section 2. Directs the Clerk of the Board to transmit a certified copy of this resolution to the Governor, the Commissioner of Education, the Chair and Members of the Miami-Dade State Legislative Delegation.

Section 3. Directs the County's state lobbyists to advocate for the actions set forth in section 1 above, and authorizes and directs the Office of Intergovernmental Affairs to amend the 2020 State Legislative Package to include this item and to include this item in the 2021 State Legislative Package when it is presented to the Board.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. The motion was offered by Commissioner **Barbara J. Jordan** , who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 27th 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.

mjs

Melanie J. Spencer



CFN 2020R0633442
OR BK 32178 Pgs 2597-2604 (8Pgs)
RECORDED 11/02/2020 11:22:44
DEED DOC TAX \$0.60
SURTAX \$0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

ATTACHMENT "U"

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

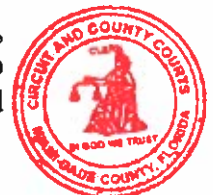
THIS COUNTY DEED (the "Deed"), made this 21st day of October 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit corporation ("Palmetto Homes"), whose address is 4952 NW 7th Avenue, Miami, Florida 33127, or 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 Palmetto Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Palmetto Homes, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

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

1. That if the Properties are developed with single-family affordable homes, Palmetto Homes 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, Palmetto Homes 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 Properties are developed as affordable and workforce housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income.
3. That in accordance with the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations, Part 570, a minimum of 51% of the housing constructed on the Properties shall be set aside for households whose income do not exceed of 80% of area median income ("AMI") for the County as reported by the United States Department of Housing and Urban Development ("HUD").
4. That at financial closing Palmetto Homes and if the Palmetto Homes shall cause the Properties to be developed with affordable or workforce rental housing, then Palmetto Homes shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
5. That the Properties shall be developed within two years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 5, 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 Palmetto Homes 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 Palmetto Homes 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.

6. That if the Properties are developed with single-family homes as set forth in paragraph 1 of this Deed, the homes developed on the Properties shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed Two Hundred Five Thousand Dollars and 00/100 (\$205,000.00). In the event Palmetto Homes fails to sell the homes to qualified homebuyers or sells the homes above Two Hundred Five Thousand Dollars and 00/100 (\$205,000.00) and Palmetto Homes, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
7. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), Palmetto Homes 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 Palmetto Homes to notify these residents of the availability of homeownership opportunities.
8. That Palmetto Homes shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
9. That Palmetto Homes 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 Palmetto Homes 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



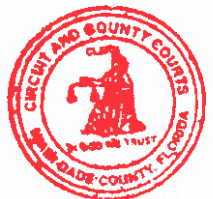
Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

10. That Palmetto Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. Palmetto Homes 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 Palmetto Homes may encumber the Properties with:

- a. Any 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 Palmetto Homes (together, the "Improvements") as determined by an appraiser selected by Palmetto Homes; and
- b. Any mortgage(s) 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 Palmetto Homes.
- c. Any mortgage(s) 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 Palmetto Homes.

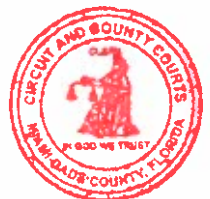
11. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 10(a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by Palmetto Homes, stating the value of the Properties is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings



and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

12. If in the sole discretion of the County, (a) Palmetto Homes ceases to exist prior to sale or rental of the housing contemplated herein; (b) Palmetto Homes fails to rent or sell the homes within the sale or rental limits described herein; (c) Palmetto Homes fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, Palmetto Homes 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 Palmetto Homes fails to remedy such default within sixty (60) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Palmetto Homes shall immediately deed the Properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Palmetto Homes. The County retains such reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.
13. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.
14. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Palmetto Homes with an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

By: _____

Audrey M. Edmonson, Chairwoman

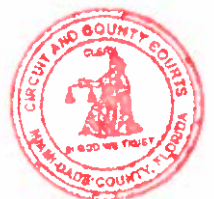
Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-772-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 21st day of July, 2020.



IN WITNESS WHEREOF, PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC., a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 28th day of September, 2020, and it is hereby approved and accepted.

Michael Warren
Witness/Attest

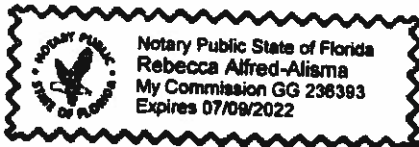
Gloria Vanepps
Witness/Attest

By: [Signature]
Name: TASHALA KNOWLES
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of Sep., 2020 by Tashala Knowles as _____, on behalf of **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. K542-812-72-828-0 as identification.



My Commission Expires:

[Signature]
Notary Public
State of Florida at Large



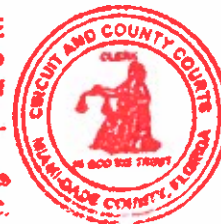
EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTIONS

30-3122-007-0370	FEATHERSTONE PARK PB 13-27 LOT 28 BLK 2
01-3112-053-0010	FRED HILTS RE-SUB PB 16-39 LOT 1
01-3112-053-0020	FRED HILTS RE-SUB PB 16-39 LOT 2

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on NOV 02 2020 day of AD 20
WITNESS my hand and Official Seal.
HARVEY RUVIN, Clerk of Circuit and County Courts
By Tanashia Arnold P.C.



TANASHIA ARNOLD #201144



CFN 2020R0633443
OR BK 32178 Pgs 2605-2613 (9Pgs)
RECORDED 11/02/2020 11:22:44
DEED DOC TAX \$0.60
SURTAX \$0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

ATTACHMENT "U"

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this 21st day of October 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit corporation ("Palmetto Homes"), whose address is 4952 NW 7th Avenue, Miami, Florida 33127, or 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 Palmetto Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Palmetto Homes, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

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

1. That if the Properties are developed with single-family affordable homes, Palmetto Homes 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, Palmetto Homes 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 Properties are developed as affordable and workforce housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income.
3. That at financial closing Palmetto Homes and if the Palmetto Homes shall cause the Properties to be developed with affordable or workforce rental housing, then Palmetto Homes shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
4. That the Properties shall be developed within two years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which Palmetto Homes 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 Palmetto Homes must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
5. That if the Properties are developed with single-family homes as set forth in paragraph 1 of this Deed, the homes developed on the Properties shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed Two Hundred Five Thousand Dollars and 00/100



(\$205,000.00). In the event Palmetto Homes fails to sell the homes to qualified homebuyers or sells the homes above Two Hundred Five Thousand Dollars and 00/100 (\$205,000.00) and Palmetto Homes, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 11, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

6. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), Palmetto Homes 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 Palmetto Homes to notify these residents of the availability of homeownership opportunities.
7. That Palmetto Homes shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
8. That Palmetto Homes 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 Palmetto Homes 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 Palmetto Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. Palmetto Homes shall not suffer any



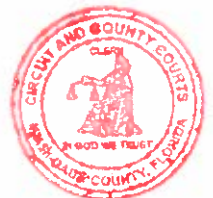
levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Palmetto Homes may encumber the Properties with:

- a. Any mortgages 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 Palmetto Homes (together, the "Improvements") as determined by an appraiser selected by Palmetto Homes; and
- b. Any mortgage(s) 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 Palmetto Homes.
- c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, 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 Palmetto Homes.

10. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 9(a) or (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 Palmetto Homes, stating the value of the Properties 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.

11. If in the sole discretion of the County, (a) Palmetto Homes ceases to exist prior to sale



or rental of the housing contemplated herein; (b) Palmetto Homes fails to rent or sell the homes within the sale or rental limits described herein; (c) Palmetto Homes fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, Palmetto Homes 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 Palmetto Homes fails to remedy such default within sixty (60) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Palmetto Homes shall immediately deed the Properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Palmetto Homes. The County retains such reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

12. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.
13. 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 Palmetto Homes with an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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

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

(OFFICIAL SEAL)



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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

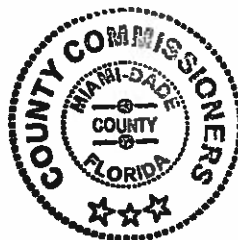
By: _____

Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-772-20__ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 21st day of July, 2020.



IN WITNESS WHEREOF, PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC., a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 28th day of September, 2020, and it is hereby approved and accepted.

Alhail Warren
Witness/Attest

Glenn Vanejos
Witness/Attest

By: Tashala Knowles
Name: TASHALA KNOWLES
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of September, 2020 by Tashala Knowles as _____, on behalf of **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. K642-812-72-828.0 as identification.



[Signature]
Notary Public
State of Florida at Large

My Commission Expires: 07/09/2022

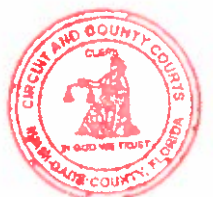


EXHIBIT A

FOLIO NUMBER	LEGAL DESCRIPTIONS
01-0102-080-1060	MIAMI NORTH PB B-41 S50FT OF N100FT OF LOTS 11 & 12 & S50FT OF LOTS 11 & 12 BLK 282
01-3112-048-0060	PHOENIX PK SUB PB 6-80 W46.6FT OF LOT 9 LESS S200FT & E2IN OF LOT 10 LESS S200FT BLK 1
01-3114-000-0130	BEG NE COR OF E1/2 OF SE1/4 NE1/4 SE1/4 S396FT W281.64FT FOR POB N107FT W51.32FT S107FT E51.32FT TO POB
01-3114-045-0010	JENKINS ADDN TO LIBERTY CITY LOT 1 & N54.36FT OF S390FT OF W1/8 OF SW1/4 OF NW1/4 14-53-41 LESS W35FT FOR R/W
01-3125-035-1140	NORTH WEST 7TH AVE ADD PB 7-36 LOT 6 BLK 6 & S1/2 OF ALLEY LYG N & ADJ CLOSED PER ORD 13492
01-3125-035-1150	NORTH WEST 7TH AVE ADD PB 7-36 LOT 7 BLK 6
01-3136-021-0230	ERICKSONS SUB PB B-88 LOTS 11 & 12 LESS R/W BLK 2 /AKA PARCEL 1-8/



01-3136-021-0240	ERICKSONS SUB PB B-88 LOT 13 LESS THAT N PORT LYG IN R/W BLK 2
01-3136-021-0240	ERICKSONS SUB PB B-88 LOT 13 LESS THAT N PORT LYG IN R/W BLK 2
01-3136-021-0260	ERICKSONS SUB PB B-88 BEG SW COR OF LOT 15 N61FT NELY50.01FT S61.16FT W ALG S/L 50FT TO POB BLK 2 /AKA PARCEL 1-5/
01-3136-021-0270	ERICKSONS SUB PB B-88 BEG SW COR OF LOT 16 N59.51FT SELY51.30FT S47.09FT W50FT TO POB BLK 2
01-3136-021-0280	ERICKSONS SUB PB 8-88 BEG SW COR OF LOT 17 N47.29FT SELY43.08FT S31.04FT W40FT TO POB BLK 2 /AKA PARCEL 1-3/
01-3136-021-0290	ERICKSONS SUB PB B-88 E10FT OF LOT 17 & W40FT OF LOT 18 LESS R/W BLK 2 / AKA PARCEL 1-2/
30-3122-025-0530	TREASURE HTS PB 12-72 E50FT OF LOT 13 BLK 3

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on NOV 02 2020 day of

WITNESS my hand and Official Seal.
HARVEY RUBIN, Clerk of Circuit and County Courts
By TANASHIA ARNOLD D.C.



TANASHIA ARNOLD #201144