

MEMORANDUM

Amended
Agenda Item No. 5(H)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring as surplus two County owned properties, revising the inventory list of real properties, after a public hearing, to include, a total of five County-owned properties located in Miami, Florida, in accordance with section 125.379(1), Florida Statutes; authorizing conveyance, in accordance with section 125.379(2), Florida Statutes, of five properties to Palmetto Homes Urban Development Group, Inc., a Florida not-for-profit corporation, at a price of \$10.00, for the purpose of developing such properties with affordable housing to be sold or rented to very low-, low- or moderate income households in accordance with Miami-Dade County's Infill Housing Initiative Program, if sold, and section 125.379, Florida Statutes; waiving Resolution No. R-407-19, requiring public notice prior to consideration of any proposed conveyance or lease of County-owned properties without competitive bidding; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute County Deeds; authorizing the County Mayor to take all action necessary to enforce the provisions set forth in such County Deeds, to provide copies of the recorded County Deeds and the restrictive covenants required therein to the Property Appraiser, to execute a rental regulatory agreement and enforce the provisions therein, and to ensure placement of appropriate signage

Resolution No. R-1069-20

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/lmp



MEMORANDUM

(Revised)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Amended
Agenda Item No. 5(H)

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 _____

Amended

Agenda Item No. 5(H)

10-20-20

RESOLUTION NO. R-1069-20

RESOLUTION DECLARING AS SURPLUS TWO COUNTY OWNED PROPERTIES, REVISING THE INVENTORY LIST OF REAL PROPERTIES, AFTER A PUBLIC HEARING, TO INCLUDE A TOTAL OF FIVE COUNTY-OWNED PROPERTIES LOCATED IN MIAMI, FLORIDA, IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING CONVEYANCE, IN ACCORDANCE WITH SECTION 125.379(2), FLORIDA STATUTES, OF FIVE PROPERTIES TO PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTIES WITH AFFORDABLE HOUSING TO BE SOLD OR RENTED TO VERY LOW-, LOW- OR MODERATE INCOME HOUSEHOLDS IN ACCORDANCE WITH MIAMI-DADE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM, IF SOLD, AND SECTION 125.379, FLORIDA STATUTES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE COUNTY DEED; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED, TO PROVIDE COPIES OF THE RECORDED COUNTY DEED AND THE RESTRICTIVE COVENANTS REQUIRED THEREIN TO THE PROPERTY APPRAISER, TO EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

WHEREAS, Palmetto Homes Urban Development Group, Inc., a Florida not-for-profit corporation ("Palmetto Homes"), and its related company Palmetto Homes of Miami, Inc., are experienced developers having built many affordable homes as part of the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, on September 17, 2020, Palmetto Homes 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 five properties (Folio Nos. 10-7813-036-0200, 10-7813-004-0420, 10-7813-004-0425, 30-6912-008-1120, and 30-6912-008-0430) (“properties”) to Palmetto Homes; and

WHEREAS, the properties are more fully described in Attachments “B,” “C,” “D,” “E,” and “F” attached hereto and incorporated herein by reference; and

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

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

WHEREAS, on April 14, 2019, this Board adopted Resolution No. R-407-19, which requires the County Mayor or the County Mayor’s 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 property without competitive bidding under section 125.379, Florida Statutes; and

WHEREAS, on September 17, 2020, Palmetto Homes complied with the requirements of Resolution No. R-407-19 by posting signs on the properties; and

WHEREAS, in accordance with Resolution Nos. R-376-11 and R-333-14, background information concerning the properties is included in Attachment “G,” which is attached hereto and incorporated herein by reference; and

WHEREAS, this Board has reviewed the information in Attachment “G,” 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, although this Board previously declared as surplus three of the properties (Folio Nos. 10-7813-036-0200, 10-7813-004-0420, and 10-7813-004-0425) in accordance with Resolution Nos. R-175-09, and R-548-12, it has not declared the remaining two properties (Folio Nos. 30-6912-008-1120 and 30-6912-008-0430) as surplus; and

WHEREAS, none of the properties have been added to the County’s affordable housing inventory list in accordance with section 125.379(1), Florida Statutes; and

WHEREAS, this Board finds that the properties are appropriate for use as affordable housing, and, therefore, desires to declare two of the properties as surplus, and revises the County’s affordable housing inventory list to include all five of the properties; and

WHEREAS, if Palmetto Homes develops the properties with single-family homes to be sold to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, Palmetto Homes, subject to a reverter, shall develop and sell such homes within two years of the recording of the County Deed, unless such time is extended by this Board, in accordance with the Infill Housing Program and section 125.379, Florida Statutes; and

WHEREAS, if Palmetto Homes develops the properties with affordable housing to be rented to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, Palmetto Homes, subject to a reverter, shall develop and rent such

housing within two years of the recording of the County Deed, unless such time is extended by this Board, in accordance with section 125.379, Florida Statutes, and a rental regulatory agreement to be recorded against the properties; and

WHEREAS, in addition to foregoing restrictions, as indicated in Attachment “G”, three of the properties (Folio Nos. 10-7813-004-0420 and 10-7813-004-0425; and 30-6912-008-0430) were acquired by the County with Community Development Block Grant (“CDBG”) funds; and

WHEREAS, accordingly, the conveyance of the before-mentioned properties is also subject to Palmetto Homes complying with the requirements prescribed by the laws and regulations governing the CDBG program, including, but not limited to, renting at least 51 percent of the units to households whose incomes do not exceed 80 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County,

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 properties (Folio Nos. 30-6912-008-1120 and 30-6912-008-0430) as surplus. Further, this Board, after a public hearing and in accordance with section 125.379(1), Florida Statutes, revises the County’s affordable housing inventory list to add the before-mentioned five properties (Folio Nos. 10-7813-036-0200, 10-7813-004-0420, 10-7813-004-0425, 30-6912-008-1120, and 30-6912-008-0430).

Section 3. Pursuant to section 125.379(2), Florida Statutes, this Board hereby approves the conveyance of the properties described in section 2 to Palmetto Homes Urban Development Group, Inc. (“Palmetto Homes”) for a price of \$10.00. If Palmetto Homes develops the properties

with single-family homes to be sold to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, Palmetto Homes, subject to a reverter, shall develop and sell such homes within two years of the recording of the County Deed, unless such time is extended by this Board, in accordance with the Infill Housing Program and section 125.379, Florida Statutes. If Palmetto Homes develops the properties with affordable housing to be rented to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, Palmetto Homes, subject to a reverter, shall develop and rent such housing within two years of the recording of the County Deed, unless such time is extended by this Board, in accordance with section 125.379, Florida Statutes, and a rental regulatory agreement to be recorded against the properties. Additionally, Palmetto Homes shall comply with the federal laws and regulations governing the Community Development Block Grant (“CDBG”) program, including, but not limited to, renting at least 51 percent of the units to households whose incomes do not exceed 80 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County, upon developing three of the properties (Folio Nos. 10-7813-004-0420; 10-7813-004-0425; and 30-6912-008-0430) that were acquired with CDBG funds.

Section 4. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson to execute the County Deed, in substantially the forms attached hereto as Attachment “H” incorporated herein by reference.

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 Palmetto Homes, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Program Guidelines, where applicable, a deed which conveys the properties back to the County in the event Palmetto Homes is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed from Palmetto Homes, 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 as Attachment I and incorporated herein. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the properties with Palmetto Homes; however such rents shall be based upon no more than 120 percent of area median income ("AMI") (or 80 percent of AMI for at least 51 percent of the units in CDBG-assisted properties), as determined for Miami-Dade County by the United States Department of Housing and Urban Development. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental

regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee or Palmetto Homes to record the rental regulatory agreement in the Public Records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

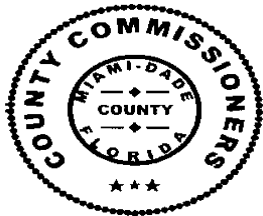
Section 7. This Board directs the County Mayor or the County Mayor's designee to (i) ensure that proper signage is placed on the properties identifying the County's name and the name of the district commissioner; (ii) provide copies of the recorded County Deed and the restrictive covenants required by 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 property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 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

Melissa Adames
By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

BKN

Brenda Kuhns Neuman

Attachment A

Palmetto Homes Urban Development Group, Inc.

4952 NW 7th Ave.

Miami, Florida 33127

Phone: 305-467-2847

Palmettohomesurbandevelopment@yahoo.com

September 17, 2020

District 9 Commissioner Dennis Moss

1634 NW 6th Avenue

Florida City, FL 33034

Dear Honorable Dennis Moss:

Palmetto Homes Urban Development Group, Inc. is a 501(3)C Non Profit has partner with Palmetto Homes of Miami Inc. to develop three bedroom/two bathrooms residential, multi-family and rental homes(approximately 1400 Sq. ft.) that will be in compliance with the United States Green Building Council (USGBC). Through this partnership we will maximize the density allowable by Florida Building Green Standards. We are requested to acquire the parcels outlined on Page 2. This project will create desperately needed housing and homeownership with the County. Additionally, this project will create a plethora of jobs and apprenticeship program for the residents and business by hiring small and community based contractors and small businesses within the County. The affordability period for non-infill rental units is 20 years.

Palmetto Homes of Miami Inc has built over 30 single family homes throughout Miami Dade County within the infill program.

We are ready to fund these projects to develop the three bedroom/two bedrooms residential, multi-family and rental homes (approximately 1400Sq. ft.).The single family homes will be sold in accordance with the Infill Housing Program Initiative and State law. The single-family and multi-family units for rent will be rented in accordance with State law and we are willing to sign a Rental Regulatory Agreement which will control rents.

If you have any questions, please do not hesitate contact Ms. Tashala Knowles at 305-467-2847.

Sincerely,



Tashala Knowles, President

Palmetto Homes Urban Development Group, Inc.

5 Properties Requested for Conveyance:

- 1) 1078130360200 428 SW 6 TER**
 - 2) 1078130040420 637 SW 7 ST**
 - 3) 1078130040425 ADJACENT EAST OF 637 SW 7 ST**
 - 4) 3069120081120 ADJACENT WEST OF 12170 SW 216 ST**
 - 5) 3069120080430 SE CORNER OF OLD DIXIE HWY AND SW 218 ST**
-



OFFICE OF THE PROPERTY APPRAISER

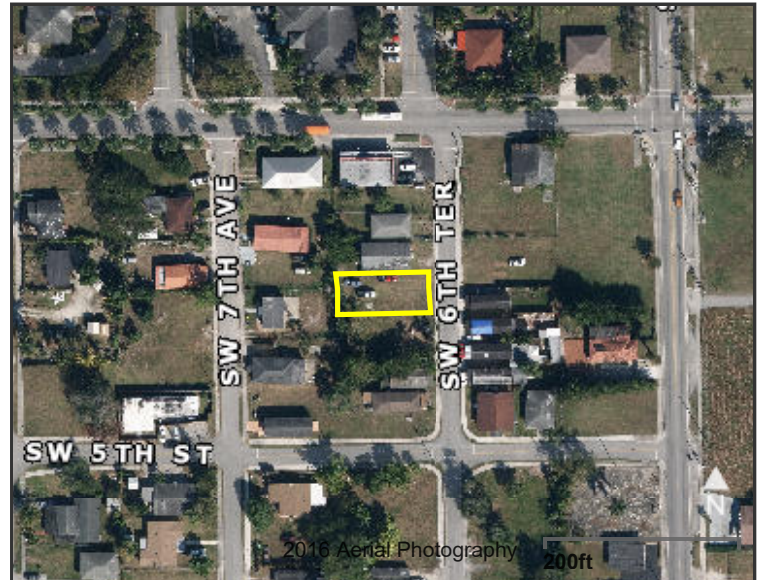
Detailed Report

Generated On : 10/2/2020

Property Information	
Folio:	10-7813-036-0200
Property Address:	428 SW 6 TER Homestead, FL 33030-6929
Owner	MIAMI DADE COUNTY ISD RE MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128 USA
PA Primary Zone	1900 RESIDENTIAL - PLANNED UNI
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	4,074 Sq.Ft
Year Built	0

Assessment Information				
Year	2020	2019	2018	
Land Value	\$32,592	\$24,444	\$20,370	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$32,592	\$24,444	\$20,370	
Assessed Value	\$13,418	\$12,199	\$11,090	

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$19,174	\$12,245	\$9,280
County	Exemption	\$13,418	\$12,199	\$11,090
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$13,418	\$12,199	\$11,090
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$32,592	\$24,444	\$20,370
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,418	\$12,199	\$11,090
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,418	\$12,199	\$11,090
Taxable Value	\$0	\$0	\$0

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Generated On : 10/2/2020

Property Information

Folio: 10-7813-036-0200

Property Address: 428 SW 6 TER

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	SWPUN-TSF	1900	Square Ft.	4,074.00	\$32,592

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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Property Information

Folio: 10-7813-036-0200

Property Address: 428 SW 6 TER

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	SWPUN-TSF	1900	Square Ft.	4,074.00	\$24,444

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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Property Information

Folio: 10-7813-036-0200

Property Address: 428 SW 6 TER Homestead, FL 33030-6929

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	SWPUN-TSF	1900	Square Ft.	4,074.00	\$20,370

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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Property Information

Folio: 10-7813-036-0200

Property Address: 428 SW 6 TER

Full Legal Description

LINCOLN PARK ADD PB 6-185

S17 OF LOT 6 & ALL OF LOT 7

BLK 2

LOT SIZE 42.000 X 97

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
03/02/2015	\$0	29519-0905	Corrective, tax or QCD; min consideration
07/23/2010	\$100	27457-1394	Corrective, tax or QCD; min consideration
09/10/2008	\$3,006	26561-4239	Sales which are disqualified as a result of examination of the deed
03/01/1977	\$1	00000-00000	Sales which are disqualified as a result of examination of the deed

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Detailed Report

Generated On : 10/2/2020

Property Information	
Folio:	10-7813-004-0420
Property Address:	637 SW 7 ST Homestead, FL 33030-6932
Owner	MIAMI DADE COUNTY HCD
Mailing Address	701 NW 1 CT 14TH FL MIAMI, FL 33136
PA Primary Zone	1900 RESIDENTIAL - PLANNED UNI
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	6,450 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$45,800	\$34,350	\$28,625
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$45,800	\$34,350	\$28,625
Assessed Value	\$18,857	\$17,143	\$15,585

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$26,943	\$17,207	\$13,040
County	Exemption	\$18,857	\$17,143	\$15,585
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$18,857	\$17,143	\$15,585
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$45,800	\$34,350	\$28,625
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$18,857	\$17,143	\$15,585
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$18,857	\$17,143	\$15,585
Taxable Value	\$0	\$0	\$0

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Generated On : 10/2/2020

Property Information

Folio: 10-7813-004-0420

Property Address: 637 SW 7 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	SWPUN-TSF	1900	Square Ft.	5,000.00	\$40,000
GENERAL	SWPUN-TSF	1900	Square Ft.	1,450.00	\$5,800

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 : 10/2/2020

Property Information

Folio: 10-7813-004-0420

Property Address: 637 SW 7 ST

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	SWPUN-TSF	1900	Square Ft.	5,000.00	\$30,000
GENERAL	SWPUN-TSF	1900	Square Ft.	1,450.00	\$4,350

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

Extra Features			
Description	Year Built	Units	Calc Value

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Generated On : 10/2/2020

Property Information

Folio: 10-7813-004-0420

Property Address: 637 SW 7 ST Homestead, FL 33030-6932

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	SWPUN-TSF	1900	Square Ft.	5,000.00	\$25,000
GENERAL	SWPUN-TSF	1900	Square Ft.	1,450.00	\$3,625

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

Extra Features			
Description	Year Built	Units	Calc Value

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 10-7813-004-0420

Property Address: 637 SW 7 ST

Full Legal Description
CENTRAL COMMERCIAL HOMESTEAD
PB 41-83
LOTS 40 & 41 BLK 1
RELEASED PER UNITY OF TITLE
OR 24552-2803 0506
LOT SIZE 50.000 X 129
COC 24684-2445 26288-4807 0606 4
OR 26950 1005 07 2009 18

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/01/2006	\$0	24684-2445	Sales which are disqualified as a result of examination of the deed
01/01/2006	\$0	24237-2095	Sales which are disqualified as a result of examination of the deed

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Version:



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 10/2/2020

Property Information	
Folio:	10-7813-004-0425
Property Address:	
Owner	MIAMI DADE COUNTY HCD
Mailing Address	701 NW 1 CT 14TH FL MIAMI, FL 33136
PA Primary Zone	1900 RESIDENTIAL - PLANNED UNI
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	6,350 Sq.Ft
Year Built	0



Assessment Information				
Year	2020	2019	2018	
Land Value	\$45,400	\$34,050	\$28,375	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$45,400	\$34,050	\$28,375	
Assessed Value	\$18,692	\$16,993	\$15,449	

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$26,708	\$17,057	\$12,926
County	Exemption	\$18,692	\$16,993	\$15,449
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$18,692	\$16,993	\$15,449
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$45,400	\$34,050	\$28,375
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$18,692	\$16,993	\$15,449
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$18,692	\$16,993	\$15,449
Taxable Value	\$0	\$0	\$0

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 10-7813-004-0425

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	SWPUN-TSF	1900	Square Ft.	5,000.00	\$40,000
GENERAL	SWPUN-TSF	1900	Square Ft.	1,350.00	\$5,400

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

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 10-7813-004-0425

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	SWPUN-TSF	1900	Square Ft.	5,000.00	\$30,000
GENERAL	SWPUN-TSF	1900	Square Ft.	1,350.00	\$4,050

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

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 10-7813-004-0425

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	SWPUN-TSF	1900	Square Ft.	5,000.00	\$25,000
GENERAL	SWPUN-TSF	1900	Square Ft.	1,350.00	\$3,375

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

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 10-7813-004-0425

Property Address:

Full Legal Description
CENTRAL COMMERCIAL HOMESTEAD
PB 41-83
LOTS 42 & 43 BLK 1
RELEASED PER UNITY OF TITLE
OR 24552-2802 0506
FAU 10 7813 004 0420
COC 24684-2445 26288-4807 0606 4
OR 26950 1005 07 2009 18

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/01/2006	\$0	24684-2445	Sales which are disqualified as a result of examination of the deed

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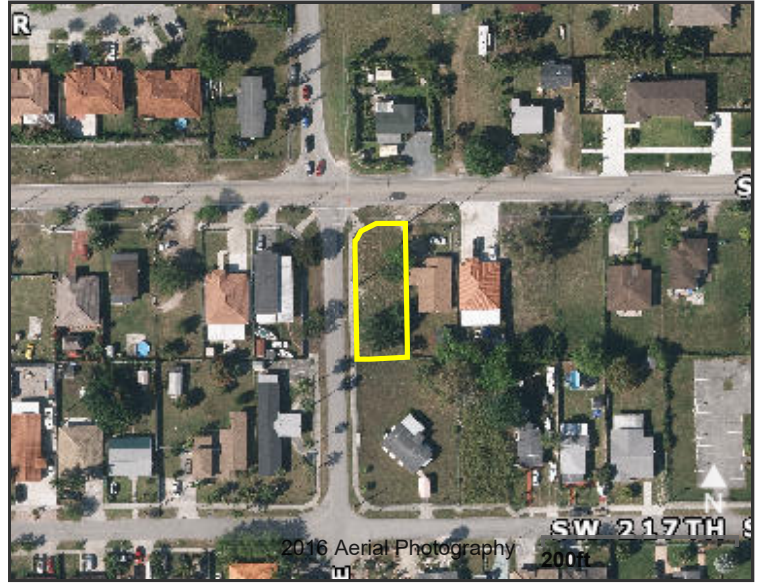
Detailed Report

Generated On : 10/2/2020

Property Information	
Folio:	30-6912-008-1120
Property Address:	
Owner	MIAMI DADE COUNTY ISD RE MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	5700 DUPLEXES - GENERAL
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	6,550 Sq.Ft
Year Built	0

Assessment Information				
Year	2020	2019	2018	
Land Value	\$42,575	\$39,300	\$32,750	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$42,575	\$39,300	\$32,750	
Assessed Value	\$39,627	\$36,025	\$32,750	

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$2,948	\$3,275	
County	Exemption	\$39,627	\$36,025	\$32,750
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$39,627	\$36,025	\$32,750
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$42,575	\$39,300	\$32,750
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$39,627	\$36,025	\$32,750
Taxable Value	\$0	\$0	\$0

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 30-6912-008-1120

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Square Ft.	6,550.00	\$42,575

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 : 10/2/2020

Property Information

Folio: 30-6912-008-1120

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	RU-2	5700	Square Ft.	6,550.00	\$39,300

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

Extra Features			
Description	Year Built	Units	Calc Value

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 30-6912-008-1120

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	RU-2	5700	Square Ft.	6,550.00	\$32,750

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

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 30-6912-008-1120

Property Address:

Full Legal Description
12-13 56 39 .15 AC
DIXIE PINES PB 31-51
W50FT OF N140.5FT OF TRACT 11
LESS N10FT
LOT SIZE 50.000 X 131
OR 20656-0887 0802 5

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/04/2016	\$0	29989-1609	Corrective, tax or QCD; min consideration
05/01/1988	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 10/2/2020

Property Information	
Folio:	30-6912-008-0430
Property Address:	21801 GOULDS AVE Miami, FL 33170-0000
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	19,166 Sq.Ft
Year Built	0



Assessment Information				
Year	2020	2019	2018	
Land Value	\$134,162	\$114,996	\$114,996	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$134,162	\$114,996	\$114,996	
Assessed Value	\$134,162	\$114,996	\$114,996	

Benefits Information				
Benefit	Type	2020	2019	2018
County	Exemption	\$134,162	\$114,996	\$114,996
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$134,162	\$114,996	\$114,996
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$134,162	\$114,996	\$114,996
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$134,162	\$114,996	\$114,996
Taxable Value	\$0	\$0	\$0

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 30-6912-008-0430

Property Address: 21801 GOULDS AVE

Roll Year **2020** 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.	19,166.00	\$134,162

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 : 10/2/2020

Property Information

Folio: 30-6912-008-0430

Property Address: 21801 GOULDS AVE

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.	19,166.00	\$114,996

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 : 10/2/2020

Property Information

Folio: 30-6912-008-0430

Property Address: 21801 GOULDS AVE Miami, FL 33170-0000

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.	19,166.00	\$114,996

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

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 10/2/2020

Property Information

Folio: 30-6912-008-0430

Property Address: 21801 GOULDS AVE

Full Legal Description

12-13 56 39 .44 AC
DIXIE PINES 2ND REV PB 31-51
PENTAGONAL PARCEL IN TR 5 AS DESC
IN DB 2491-509
LOT SIZE 19166 SQUARE FEET
OR 20274-1632 0202 3

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
04/25/2019	\$1,000	31454-0067	Unable to process sale due to deed errors
10/13/2015	\$100	29845-3745	Unable to process sale due to deed errors
12/01/1999	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
11/01/1999	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Attachment "G"

LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15 PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.

FOLIO	ANNUAL TAX REVENUE GENERATED	LOT SIZE	COMM DISTRICT	2020 MARKET VALUE	LEGAL DESCRIPTION	ZONING	ANNUAL COST TO MAINTAIN	ADDRESS	Circulated To County Departments	SURPLUS	DEED TYPE
1 1078130360200	\$843.91	4,074 SQ FT	9	\$32,592.00	LINCOLN PARK ADD PB 6-185 S17 OF LOT 6 & ALL OF LOT 7 BLK 2	SWPUN-TSF	\$207	428 SW 6 TER	YES 4/7/2017	YES R-1004-17 11/17/2017	ESCHEATMENT TAX DEED 7/15/2002
2 1078130040420	\$1,185.91	6,450 SQ FT	9	\$45,800.00	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOTS 40 & 41 BLK 1 RELEASED PER UNITY OF TITLE	SWPUN-TSF	\$281	637 SW 7 ST	YES 2005	YES R-1355-05 12/06/2005	WARRANTY DEED 2/22/2009 CDBG FUNDING
3 1078130040425	\$1,175.56 □	6,350 SQ FT	9	\$45,400.00	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOTS 42 & 43 BLK 1 RELEASED PER UNITY OF TITLE	SWPUN-TSF	\$278	ADJACENT EAST OF 637 SW 7 ST	YES 2005	YES R-1355-05 12/06/2005	WARRANTY DEED 2/22/2009 CDBG FUNDING
4 3069120081120	\$801.88	6,560 SQ FT	9	\$42,575.00	12-13 56 39 .15 AC DIXIE PINES PB 31-51 W50FT OF N140.5FT OF TRACT 11 LESS N10FT	RU-2	\$286	ADJACENT WEST OF 12170 SW 216 ST	YES	NO	ESCHEATMENT TAX DEED 5/11/2015
5 3069120080430	\$2,421.53	19,166 SQ FT	9	\$134,162.00	12-13 56 39 .44 AC DIXIE PINES 2ND REV PB 31-51 PENTAGONAL PARCEL IN TR 5 AS DESC IN DB 2491-509	UC-SD	\$836	21801 GOULDS AVE	YES	NO	ESCHEATMENT TAX DEED 2/11/2002 QUIT CLAIM DEED 4/25/2019 CDBG FUNDING

ATTACHMENT “H”

Instrument prepared by and returned to:
Brenda Kuhns Neuman
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit “A” attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter “County”), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and Palmetto Homes Urban Development Group, Inc., a Florida not-for-profit corporation (“Palmetto Homes”), whose address is 4952 NW 7th Avenue, Miami, FL 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:

1. That the Properties shall be developed by Palmetto Homes as affordable housing (“Dwelling Units”) either for sale or for rent.
2. **Homeownership:** That for Dwelling Units offered for sale to homebuyers, the following shall apply:
 - a. The Dwelling Units shall be affordable as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County Infill Housing Initiative Guidelines. Palmetto Homes shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 120% of the most recent median family income (“AMI”) for the County as reported by the United States Department of Housing and Urban Development (“HUD”). 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.

- b. That the Dwelling Units developed on the Properties shall be sold to qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred Five Thousand and 00/100 (\$205,000.00). In the event Palmetto Homes fails to sell the home to a qualified household or sells the home above Two Hundred Five Thousand and 00/100 (\$205,000.00) and Palmetto Homes, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Palmetto Homes shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
- c. Palmetto Homes shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from Palmetto Homes to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Properties 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 Palmetto Homes 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.

- 3. **Rental:** That for Dwelling Units offered for rent, the following shall apply:
 - a. Tenant rent for the Dwelling Units shall be affordable, as defined by Section 420.0004, Florida Statutes ("Affordable"). Palmetto Homes shall execute and record against each of the Properties offered for rent a Rental Regulatory Agreement, in a form approved by the County in its sole discretion governing the rental of such housing which shall be restrictive covenant as to the Property. The Properties shall remain Affordable for no less than 20 years from the date of certificate of occupancy.

4. That the Dwelling Units shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Board of County Commissioners finding it necessary to extend the timeframe in which Palmetto Homes must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Palmetto Homes must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
5. That for three properties listed in Exhibit A with Folio Nos. 10-7813-004-0420, 10-7813-004-0425, and 30-6912-008-0430 which have been assisted with funds from the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations, Part 570, Palmetto Homes shall sell or rent in the manner described above except that 51% of such Dwelling Units must be sold or rented to households with incomes not to exceed to 80% of AMI for the County as reported by HUD.
6. That within thirty (30) days of closing on the sale or rental of a Dwelling Unit to the qualified household, Grantee shall submit a report in the form attached hereto as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department, indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.
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 and rental 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 of the Dwelling Units developed for sale in accordance with the Infill Program to qualified homebuyers.

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 mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b. Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County.

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 mortgage or 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 9(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
11. If in the sole discretion of the County, the Properties cease to be used solely for the purpose set forth in paragraph 1 herein by Palmetto Homes, or if Palmetto Homes fails to construct and operate the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Palmetto Homes

ceases to exist prior to conveyance to the qualified homebuyers, or if Palmetto Homes ceases to operate the rental Dwelling Units as affordable housing for the duration of 20 years, or if any term of this County Deed is not complied with, Palmetto Homes shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Palmetto Homes fails to remedy the default within thirty (30) 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 such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Palmetto Homes. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

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

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. This Deed may be partially satisfied when particular parcels of the Properties are sold as affordable housing or if the County, in its sole and absolute discretion, determines that the Rental Regulatory Agreement executed in accordance with Section 3 of this Deed is sufficient to ensure continued affordability. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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: _____
Brenda Kuhns Neuman
Assistant County Attorney

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

IN WITNESS WHEREOF, the representative of 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 _____ day of _____, 2020, and it is hereby approved and accepted.

Witness/Attest

By:_____
Name: Tasha Knowles
Title: President

Witness/Attest

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of Palmetto Homes Urban Development Group, Inc., a Florida not-for-profit corporation, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)

Notary of- State of _____

Commission Number:_____

Exhibit A

FOLIO	ADDRESS	LEGAL DESCRIPTION
1078130360200	428 SW 6 TER	LINCOLN PARK ADD PB 6-185 S17 OF LOT 6 & ALL OF LOT 7 BLK 2
1078130040420	637 SW 7 ST	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOTS 40 & 41 BLK 1 RELEASED PER UNITY OF TITLE
1078130040425	ADJACENT EAST OF 637 SW 7 ST	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOTS 42 & 43 BLK 1 RELEASED PER UNITY OF TITLE
3069120081120	ADJACENT WEST OF 12170 SW 216 ST	12-13 56 39 .15 AC DIXIE PINES PB 31-51 W50FT OF N140.5FT OF TRACT 11 LESS N10FT
3069120080430	21801 GOULDS AVE	12-13 56 39 .44 AC DIXIE PINES 2ND REV PB 31-51 PENTAGONAL PARCEL IN TR 5 AS DESC IN DB 2491-509



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

GENERAL CDBG INTAKE ELIGIBILITY FORM

LIMITED INCOME (LMI) LIMITED CLIENTELE (LMC) / LIMITED JOBS (LMJ) / LIMITED HOUSING (LMH)

NAME: _____ PHONE: _____

ADDRESS: _____ ZIP: _____

Gender: ☐ Male ☐ Female Ethnicity: ☐ Hispanic ☐ Not Hispanic

Race (Please check the race category which applies to you):

- ☐ White ☐ Black/African American ☐ American Indian/Alaskan Native
☐ Asian ☐ Black/African American & White ☐ American Indian/Alaskan Native & White
☐ Asian & White ☐ Native Hawaiian/Other Pacific Islander ☐ Other: Multi Racial
☐ American Indian or Alaskan Native & Black/African American

List Yourself and all Other Persons Occupying Home	Relationship	Gender	Age	Employed?
1.	Self			☐ Yes ☐ No
2.				☐ Yes ☐ No
3.				☐ Yes ☐ No
4.				☐ Yes ☐ No
5.				☐ Yes ☐ No
6.				☐ Yes ☐ No
7.				☐ Yes ☐ No
8.				☐ Yes ☐ No

INCOME VERIFICATION DATA

The assistance you receive is determined in part by the size of your household and your income. All income and assets will require verification before eligibility will be granted. Income includes all money coming into the household from all persons over 18 years old. Wages, salaries, tips, commissions; Self-employment income; Retirement, Survivor, or Disability pensions; Social Security or Railroad retirement; Supplemental Security Income, Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), Food Stamps, or other public assistance, or public welfare programs; Interest, dividends, net rental income, or income from estates or trusts; and any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, alimony, and child support must be disclosed.

Household Member	Source of Income	Gross Monthly Amount Received
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Income Eligibility Acceptable Documentation: Copy of Pay Stubs (from previous employer), Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF) Official Printout/letter, Food Stamp Official Printout/letter, Letter confirming amount of unemployment benefits received, proof of child support or alimony, proof of SSA/SSI or Veteran's Benefits, or proof of retirement income. **MUST ATTACH A COPY OF DOCUMENTS - NO EXCEPTIONS.**

I, the undersigned applicant, do hereby authorize _____ to verify my personal records, including
(Name of Agency)
 wages, pensions, and investments. It is understood that this authorization is granted for the sole purpose of certifying my eligibility for federal financial assistance, and that all information acquired in this regard will remain confidential.

BY MY SIGNATURE, I ACKNOWLEDGE THAT ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT IF I MAKE ANY WILLFUL FALSE STATEMENT IN THIS CERTIFICATION OR ANY OTHER DOCUMENTATION THAT I PROVIDE FOR PROGRAM ELIGIBILITY, I MAY BE PUNISHED WITH FINES OR IMPRISONMENT OF UP TO FIVE (5) YEARS, OR BOTH, UNDER SECTION 1001 OF TITLE 18, UNITED STATES CODE, AND I ALSO MAY BE SUBJECT TO CIVIL AND/OR ADMINISTRATIVE PENALTIES AND SANCTIONS.

Signature of Applicant _____

Date _____





**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
GENERAL CDBG INTAKE ELIGIBILITY FORM**

CDBG INCOME ELIGIBILITY	24 CFR 570.208	
Activity classified under family size and income	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
Activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

DEFINITIONS / 24 CFR 570.3

Family means all persons living in the same household who are related by birth, marriage or adoption.

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Income. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under 570.208(a)(1)(vi). Activities qualifying under 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The **three definitions** are as follows:

(i) Annual income as defined under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable).

Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and moderate-income person means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-income household means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

Low-income person means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

INSTRUCTIONS FOR IMPLEMENTING AGENCY

You must first seek third party verification. This is a verification that is received directly from the source of income. The request can be by mail, fax, or email. It must be clearly evidenced that it was received from the source.

**Income Limits for Fiscal Year 2018 (Effective 04/01/2018)
Please check the appropriate family size and income.**

✓	Family Size	✓	Extremely Low (30% of Median)	✓	Very Low (50% of Median)	✓	Low (80% of Median)
	1		\$16,550		\$27,550		\$44,100
	2		\$18,900		\$31,500		\$50,400
	3		\$21,250		\$35,450		\$56,700
	4		\$25,100		\$39,350		\$62,950
	5		\$29,420		\$42,500		\$68,000
	6		\$33,740		\$45,650		\$73,050
	7		\$38,060		\$48,800		\$78,100
	8		\$42,380		\$51,950		\$83,100

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



Attachment I

This Instrument Was Prepared By:
Brenda Kuhns Neuman
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 **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit corporation, its heirs, successors and assigns (hereinafter referred to as the “Owner”), whose address is 4952 NW 7th Avenue, Miami, FL 33127, 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; and

WHEREAS, the Public Housing and Development Department or other County department designated by the County Mayor or County Mayor's designee (hereinafter “PHCD”) will monitor and enforce 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 issuance of a certificate of occupancy and ending on the last day of the thirtieth (30th) year after the year in the certificate of occupancy was issued, that:
- a) All the Units must have rents which are Affordable, as defined in Florida Statutes, Section 420.0004, for households with incomes not greater than 120% of area median income. Accordingly, the maximum initial approved rental rates for this property are indicated in Exhibit B attached hereto. That properties which have been assisted with funds from the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations, Part 570, Palmetto Homes shall rent such Dwelling Units to households whose income range is not to exceed to 80% of AMI for the County as reported by HUD.
 - 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 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.

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

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

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

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

- III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by the 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 disable, 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 to be used to develop the

Project through PHCD's request for application (RFA) process, said per unit cost in Exhibit C, shall be waived. The Owner will be furnished a copy of the results of the inspection within thirty (30) days, and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

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

III. Lease Agreement, Selection Policy and Management Plan

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

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

The Owner agrees that the County has the right to refer eligible applicants for housing. The Owner shall not deny housing opportunities to eligible, qualified families, including those with

Section 8 Housing Choice Vouchers, unless the Owner is able to demonstrate a good cause basis for denying the housing as determined by PHCD in its sole and absolute discretion.

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

IV. Affirmative Marketing Plan

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

V. Financial Reports

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

VI. Action By or Notice to the County

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

County Mayor
Miami-Dade County
111 NW 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: Brenda Kuhns Neuman, Esq.

or any of their successor agencies or departments.

VII. Recourse:

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

VIII. Rights of Third Parties:

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

SIGNATURES APPEAR ON FOLLOWING PAGES

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

PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC., a Florida not-for-profit corporation

By: _____

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 **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. _____ 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: _____
Brenda Kuhns Neuman
Assistant County Attorney

Exhibit A

FOLIO	ADDRESS	LEGAL DESCRIPTION
1078130360200	428 SW 6 TER	LINCOLN PARK ADD PB 6-185 S17 OF LOT 6 & ALL OF LOT 7 BLK 2
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1078130040425	ADJACENT EAST OF 637 SW 7 ST	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOTS 42 & 43 BLK 1 RELEASED PER UNITY OF TITLE
3069120081120	ADJACENT WEST OF 12170 SW 216 ST	12-13 56 39 .15 AC DIXIE PINES PB 31-51 W50FT OF N140.5FT OF TRACT 11 LESS N10FT
3069120080430	21801 GOULDS AVE	12-13 56 39 .44 AC DIXIE PINES 2ND REV PB 31-51 PENTAGONAL PARCEL IN TR 5 AS DESC IN DB 2491-509

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 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.*