

MEMORANDUM

Agenda Item No. 11(A)(3)

TO: Honorable Interim Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute amended and restated County deeds for certain infill housing developers to increase the maximum sales price from \$205,000.00 to the current maximum sales price authorized pursuant to Ordinance No. 21-80 for single-family homes constructed and sold to qualified households in accordance with the Miami-Dade Infill Housing Initiative Program, as amended, subject to certain conditions, and to execute the acceptance of deeds for certain properties; and authorizing the County Mayor to take all actions necessary to effectuate same, to exercise any and all rights set forth in the amended and restated County deeds, and to grant one-year extensions to obtain final certificates of occupancy for each home to be sold to qualified households

Resolution No. R-1170-22

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



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001



MEMORANDUM

(Revised)

TO: Honorable Interim Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(3)

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 *Danielle L. Carr* Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(3)
12-6-22

RESOLUTION NO. R-1170-22

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AMENDED AND RESTATED COUNTY DEEDS FOR CERTAIN INFILL HOUSING DEVELOPERS TO INCREASE THE MAXIMUM SALES PRICE FROM \$205,000.00 TO THE CURRENT MAXIMUM SALES PRICE AUTHORIZED PURSUANT TO ORDINANCE NO. 21-80 FOR SINGLE-FAMILY HOMES CONSTRUCTED AND SOLD TO QUALIFIED HOUSEHOLDS IN ACCORDANCE WITH THE MIAMI-DADE INFILL HOUSING INITIATIVE PROGRAM, AS AMENDED, SUBJECT TO CERTAIN CONDITIONS, AND TO EXECUTE THE ACCEPTANCE OF DEEDS FOR CERTAIN PROPERTIES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN THE AMENDED AND RESTATED COUNTY DEEDS, AND TO GRANT ONE-YEAR EXTENSIONS TO OBTAIN FINAL CERTIFICATES OF OCCUPANCY FOR EACH HOME TO BE SOLD TO QUALIFIED HOUSEHOLDS

WHEREAS, on March 20, 2001, this Board adopted Ordinance No. 01-47, as amended, that created the County's Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the purpose of the Infill Housing Program is "to increase the availability of affordable homes for very low-, low- and moderate-income persons ("qualified households"), maintain a stock of affordable housing, redevelop urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties, to equitably distribute homeownership opportunities within, and in some cases outside of the Infill Target Areas, and generate payment of ad valorem taxes"; and

WHEREAS, the Infill Housing Program also encourages “the redevelopment of vacant, dilapidated or abandoned property through the sale or conveyance of County property to qualified developers and the inclusion of privately owned vacant, dilapidated or abandoned properties located within and outside of the Infill Target Areas”; and

WHEREAS, the Infill Housing Program requires each developer to build no more than four single-family homes, attached or detached, on the properties that conveyed to such developers; and

WHEREAS, the Infill Housing Program does not permit the construction of multi-family housing or developments on any property that is conveyed to a developer in accordance with the Infill Housing Program; and

WHEREAS, the Infill Housing Program requires each developer to construct homes within two years from the recording of the deed as evidenced by the issuance of final certificates of occupancy unless such timeframe is extended by the County upon finding by this Board that such extension is necessary; and

WHEREAS, on July 20, 2021, this Board adopted Ordinance No. 21-80, which established the maximum sales prices for the County’s affordable housing programs, including the Infill Housing Program, and established a methodology for determining the maximum sales price; and

WHEREAS, Ordinance No. 21-80 authorizes the maximum sales price set forth therein to be applied to properties conveyed or projects funded prior to the effective date of this ordinance upon the adoption by this Board of a resolution, which is sponsored by the commissioner of the district in which the properties are located, and which authorizes the application of the maximum sales price; and

WHEREAS, this Board previously authorized the conveyance of numerous properties to developers for the purpose of constructing single-family homes through the Infill Housing Program in District 3, including, but not limited to, Collective Developers LLC (“Collective Developers”), Cazo Construction Corporation (“Cazo”), Habitat for Humanity of Greater Miami, Inc. (“Habitat”), Housing Programs, Inc. (“Housing Programs”), Palmetto Homes Urban Development Group (“Palmetto Homes”), Mount Sinai Community Development Corporation (“Mount Sinai”), Miami Dream Homes Investment Group, Inc. (“Miami Dream Homes”), Neighbors and Neighbors Association, Inc. (“NANA”), and Affordable Housing and Community Development, Inc. (“AHCD”); and

WHEREAS, the Collective Empowerment Group of South Florida Inc. (“Collective Empowerment”), a 501(c)(3) not-for-profit corporation, is a consortium of churches represented by their pastors, which has, in the past, acquired and remodeled three single family homes, conducted several homebuyer workshops, built a youth/community garden, and offered a semester of a youth leadership after-school program; and

WHEREAS, Collective Empowerment formed the entity known as Collective Developers, which is a single member limited liability company and a not-for-profit entity where its sole member is Collective Empowerment; and

WHEREAS, Collective Empowerment on behalf of Collective Developers had previously submitted an application to the County requesting that the County convey to Collective Developers 26 County-owned properties (“Collective Developers’ properties”) for the purpose of developing such properties through the Infill Housing Program; and

WHEREAS, on October 5, 2016, this Board adopted Resolution No. R-869-16, which, among other things, authorized the conveyance of the Collective Developers' properties to Collective Developer; and

WHEREAS, subsequent to the adoption of Resolution No. R-869-16, this Board adopted Resolution No. R-556-17, which authorized the Chairperson or Vice-Chairperson of the Board, among other things, to execute amended and restated deeds to authorize Collective Developers and other developers to increase the maximum sales price of the homes to be built and sold to qualified households from \$175,000.00 to \$205,000.00; and

WHEREAS, on May 5, 2020, this Board also adopted Resolution No. R-394-20, which authorized the County Mayor or County Mayor's designee to execute instruments for multiple developers, including Collective Developers, that indicate the County's intent to grant additional two-year extensions to allow such developers to continue to develop certain former County-owned properties; and

WHEREAS, Collective Developers has requested an extension to construct homes on 19 of the 26 Collective Developers' properties, which are more fully described in Attachment "A" attached hereto and incorporated herein by reference; and

WHEREAS, Collective Developers has further requested that the County amend the deed to allow Collective Developer to increase the sales price of the homes in accordance with Ordinance No. 21-80; and

WHEREAS, Collective Developers has represented to the County that there have been delays in building the homes due to various issues, including permitting, the coronavirus disease 2019 (“COVID-19”) pandemic, price uncertainties which led to Collective Developers having to slow down construction, and the need to increase the prices of the homes to be sold to qualified households; and

WHEREAS, Collective Developers also seeks to build a multi-family condominium on the seven remaining properties (Folio Nos. 01-2122-015-0050, 30-3122-015-0060, 30-3122-015-0070, 30-3122-015-0110, 30-3122-015-0120, 30-3122-060-0010, and 30-3122-060-0020), which such development is prohibited by the Infill Housing Program; and

WHEREAS, this Board finds that the reasons provided by Collective Developers’ delay in constructing the single-family homes to be acceptable, and therefore, wishes to grant a one-year extension for Collective Developers to obtain its final certificates of occupancy; and

WHEREAS, this Board further finds that it is in the best interest of the County and its residents to authorize the execution of an amended and restated County deed for the purpose of increasing the maximum sales prices of the homes sold to qualified households in accordance with Ordinance No. 21-80; and

WHEREAS, notwithstanding the foregoing, this Board is not inclined to grant any additional extension, or a sales price increase related to the seven properties which Collective Developers proposes to construct a multifamily condominium building as such development would violate the Infill Housing Program and the deed restrictions set forth in the County deed; and

WHEREAS, further as a condition of the granting of the extension and price increase related to the 19 properties, this Board hereby requires that Collective Developers deed back to the County the remaining seven properties (the “reverter properties”); and

WHEREAS, Cazo is a Florida corporation, which is a qualified developer of affordable housing under the Infill Housing Program; and

WHEREAS, this Board, in accordance with Resolution No. R-1401-07, authorized the conveyance of two County properties, which are more fully described in Attachment “B” attached hereto and incorporated herein by reference (“Cazo properties”), to Cazo for the purpose of developing the Cazo properties with single-family homes to be sold to qualified homebuyers in accordance with the Infill Housing Program; and

WHEREAS, on May 16, 2017, this Board adopted Resolution No. R-556-17, which authorized the Chairperson or Vice-Chairperson of the Board to execute amended deeds for various developers, including Cazo, to increase the maximum sales prices of the homes to be constructed on previously conveyed County properties from \$175,000.00 to \$205,000.00; and

WHEREAS, on May 5, 2020, this Board also adopted Resolution No. R-394-20, which authorized the County Mayor or County Mayor’s designee to execute instruments for multiple developers, including Cazo, that indicated the County’s intent to grant additional two-year extensions to allow such developers to continue to develop certain former County-owned properties; and

WHEREAS, in accordance with the County deed conveying the Cazo properties, Cazo is required to develop such properties within two years from the recording of the deed, which compliance with the deed restrictions shall be evidenced by Cazo obtaining certificates of occupancy for the homes constructed on the Cazo properties; and

WHEREAS, while Cazo has completed and obtained final certificates of occupancy for the homes, Cazo has requested an additional extension to allow it sufficient time to sell the homes; and

WHEREAS, Cazo has further requested that it be allowed to sell the homes at a sales price permitted under Ordinance No. 21-80; and

WHEREAS, this Board finds that Cazo has demonstrated to this Board's satisfaction that it has completed the homes in accordance with Infill Housing Program and deed; and

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a one-year extension to sell the homes, and authorize Cazo to increase the sales price of the homes to be sold to qualified households; and

WHEREAS, Habitat is a not-for-profit 501(c)(3) corporation, which promotes, develops, and provides safe and affordable housing to persons with limited financial resources in Miami-Dade County; and

WHEREAS, on November 7, 2017, and October 2, 2018, this Board adopted Resolution Nos. R-974-17 and R-961-18, respectively, which authorized the conveyance of four County-owned properties, which are more fully described in Attachment "C" attached hereto and incorporated herein by reference ("Habitat properties"), among others, to Habitat for the purpose of developing the Habitat properties with affordable housing to be sold to qualified households; and

WHEREAS, as required by Resolution Nos. R-974-17 and R-961-18, County deeds, dated January 5, 2018, and October 30, 2018, were executed by the Chairperson of the Board, and subsequently recorded in the public records of Miami-Dade County, Florida; and

WHEREAS, on May 5, 2020, this Board adopted Resolution No. R-394-20, which authorized the Chairperson or Vice-Chairperson of the Board to execute an amended and restated County deed (“amended deed”) to increase the maximum sales prices for homes constructed by Habitat, and further granted a two-year extension to allow Habitat to develop the properties and sell the homes to qualified homebuyers, which according to the amended deed is evidenced by Habitat obtaining final certificates of occupancy; and

WHEREAS, as required by Resolution No. R-394-20, the amended deed was executed by the Chairperson of the Board, and subsequently recorded in the public records of Miami-Dade County, Florida; and

WHEREAS, Habitat has represented that construction is in progress on two of the four Habitat properties, and that Habitat is still in the permitting process with regard to the remaining two properties; and

WHEREAS, Habitat has requested an extension to complete the homes as evidenced by final certificates of occupancy and to sell such homes to qualified households; and

WHEREAS, Habitat further requests to sell such homes up to the maximum sales price set forth in Ordinance No. 21-80; and

WHEREAS, this Board finds that Habitat has demonstrated to this Board’s satisfaction that it will complete the homes in accordance with Infill Housing Program and amended deed; and

WHEREAS, therefore, this Board further finds that it is in the County’s and the residents of Miami-Dade County’s best interest to grant a one-year extension to sell the homes, and desires to authorize Habitat to increase the sales price of the homes to be sold to qualified households; and

WHEREAS, Housing Programs is a not-for profit 501(c)(3) corporation, which promotes, develops, and provides safe and affordable housing to persons with limited financial resources in Miami-Dade County; and

WHEREAS, this Board adopted Resolution No. R-1214-18 to authorize the conveyance of a County-owned property (“Housing Programs property”), which is more fully described in Attachment “D” and incorporated herein by reference, to Housing Programs in accordance with section 125.38, Florida Statutes; and

WHEREAS, on May 5, 2020, this Board also adopted Resolution No. R-394-20, which authorized the County Mayor or County Mayor’s designee to execute instruments for multiple developers, including Housing Programs, that indicated the County’s intent to grant additional two-year extensions to allow such developers to continue to develop certain former County-owned properties; and

WHEREAS, Housing Programs has represented to the County that the development of the Housing Programs property has been delayed due to permitting issues; and

WHEREAS, Housing Programs has requested an extension to complete the home as evidenced by a final certificate of occupancy and to sell such home to a qualified homebuyer; and

WHEREAS, Housing Programs further requests to sell such home up to the maximum sales price set forth in Ordinance No. 21-80; and

WHEREAS, this Board finds that Housing Programs has demonstrated to this Board’s satisfaction that it will complete the home in accordance with Infill Housing Program and deed; and

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a one-year extension to complete and sell the home, and desires to authorize Housing Program to increase the sales price of the home to be sold to qualified households; and

WHEREAS, Palmetto Homes is an experienced developer having built many affordable homes as part of the Infill Housing Program; and

WHEREAS, this Board adopted Resolution Nos. R-722-20 and R-928-20, which authorized the conveyance of three properties ("Palmetto Homes properties"), among others, which are more fully described in Attachment "E" attached hereto and incorporated herein by reference, for the purpose of developing such properties with homes to be sold to qualified households in accordance with the Infill Housing Program; and

WHEREAS, Palmetto Homes has represented to the County that the development of the Palmetto Homes properties was delayed due to the impact of COVID-19, and well as the steep increase in costs of construction materials necessary for the construction of the homes; and

WHEREAS, Palmetto Homes has requested an extension to complete the homes as evidenced by final certificates of occupancy and to sell such homes to qualified homebuyers; and

WHEREAS, Palmetto Homes further requests to sell such homes up to the maximum sales price set forth in Ordinance No. 21-80; and

WHEREAS, this Board finds that Palmetto Homes has demonstrated to this Board's satisfaction that it will complete the homes in accordance with Infill Housing Program and deed; and

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a one-year extension to complete and sell the homes, and desires to authorize Palmetto Homes to increase the sales price of the homes to be sold to qualified households; and

WHEREAS, Mount Sinai was established as a Florida not-for-profit organization in 2009 and received its 501(c)(3) status from the Internal Revenue Service shortly thereafter; and

WHEREAS, Mount Sinai's primary goal has been to provide attainable services to those who economically and socially would not be able to acquire these services, including improving the quality of life for the residents of Miami-Dade County; and

WHEREAS, this Board adopted Resolution No. R-274-19, which authorized the conveyance of three properties ("Mount Sinai properties"), among others, which are more fully described in Attachment "F" attached hereto and incorporated herein by reference, to Mount Sinai for the purpose of developing the Mount Sinai properties with homes to be sold to qualified households in accordance with the Infill Housing Program; and

WHEREAS, Mount Sinai has represented to the County that it has been delayed in constructing the homes due to permitting issues; and

WHEREAS, Mount Sinai has requested an extension to complete the homes as evidenced by final certificates of occupancy and to sell such homes to qualified households; and

WHEREAS, Mount Sinai further requests to sell such homes up to the maximum sales price set forth in Ordinance No. 21-80; and

WHEREAS, this Board finds that Mount Sinai has demonstrated to this Board's satisfaction that it will complete the homes in accordance with Infill Housing Program and deed; and

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a one-year extension to sell the homes, and desires to authorize Mount Sinai to increase the sales price of the home to be sold to qualified households; and

WHEREAS, Miami Dream Homes is a Florida for-profit corporation, which is an approved developer through the Infill Housing Program, has over 20 years of experience, and specializes in building affordable housing in Miami-Dade County; and

WHEREAS, this Board adopted Resolution Nos. R-955-19 and R-1063-21, which authorized the conveyance of three County-owned properties ("Miami Dream Homes properties"), among others, which are more fully described in Attachment "G" attached hereto and incorporated herein by reference, to Miami Dream Homes for the purpose of developing the Miami Dream Homes properties with homes to be sold to qualified households in accordance with the Infill Housing Program; and

WHEREAS, Miami Dream Homes has represented that construction of the three homes have been delayed by permitting issues and a delay in obtaining roof trusses for the homes due to the closure of the company Miami Dream Homes was working with to obtain the necessary materials; and

WHEREAS, Miami Dream Homes has requested an extension to complete the homes as evidenced by final certificates of occupancy and to sell such homes to a qualified homebuyer; and

WHEREAS, Miami Dream Homes further requests to sell such homes up to the maximum sales price set forth in Ordinance No. 21-80; and

WHEREAS, this Board finds that Miami Dream Homes has demonstrated to this Board's satisfaction that it intends to complete the homes in accordance with Infill Housing Program and deed; and

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a one-year extension to sell the homes, and desires to authorize Miami Dream Homes to increase the sales price of the homes to be sold to qualified households; and

WHEREAS, this Board adopted Resolution No. R-556-17, which authorized the conveyance of 23 County-owned properties ("NANA properties"), among others, which are more fully described in Attachment "H" attached hereto and incorporated herein by reference, to NANA for the purpose of developing the NANA properties with homes to be sold to qualified households in accordance with the Infill Housing Program; and

WHEREAS, NANA has represented to the County that it has experienced construction delays due to liens, waiver of plat, right-of-away dedication, and set-back issues and the COVID-19 pandemic; and

WHEREAS, NANA has requested an extension to complete the homes as evidenced by final certificates of occupancy and to sell such homes to qualified households; and

WHEREAS, NANA further requests to sell 22 such homes up to the maximum sales price set forth in Ordinance No. 21-80; and

WHEREAS, notwithstanding the forgoing, NANA has agreed to sell the home constructed on one of the NANA properties (Folio No. 01-3122-035-0871) at the sales price set forth in the deed; and

WHEREAS, this Board finds that NANA has demonstrated to this Board's satisfaction that it will complete the homes in accordance with Infill Housing Program and deed; and

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a one-year extension to sell the homes, and desires to authorize NANA to increase the sales price of the 22 homes to be sold to qualified households; and

WHEREAS, AHCD is a Florida not-for-profit corporation, which is an affiliate of Royal Crown Developers, LLC, an experienced developer in the Infill Housing Program; and

WHEREAS, this Board adopted Resolution No. R-975-17, which authorized the conveyance of one County-owned property ("AHCD property"), among others, which is more fully described in Attachment "I" attached hereto and incorporated herein by reference, to AHCD for the purpose of developing the AHCD property with a home to be sold to a qualified household in accordance with the Infill Housing Program; and

WHEREAS, on May 5, 2020, this Board also adopted Resolution No. R-394-20, which authorized the County Mayor or County Mayor's designee to execute instruments for multiple developers, including AHCD, that indicate the County's intent to grant additional two-year extensions to allow such developers to continue to develop certain former County-owned properties; and

WHEREAS, AHCD has represented to the County that it has experienced construction delays due to liens, waiver of plat, right-of-way dedication, and set-back issues and the COVID-19 pandemic; and

WHEREAS, AHCD has requested an extension to complete the home as evidenced by a final certificate of occupancy and to sell such home to a qualified homebuyer; and

WHEREAS, AHCD further requests to sell such home up to the maximum sales price set forth in Ordinance No. 21-80; and

WHEREAS, this Board finds that AHCD has demonstrated to this Board's satisfaction that it will complete the home in accordance with Infill Housing Program and deed; and

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a one-year extension to sell the home, and desires to authorize AHCD to increase the sales price of the home to be sold to qualified households,

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

Section 1. This Board adopts the foregoing recitals as if fully set forth herein.

Section 2. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the amended and restated County Deeds ("amended deeds"), in generally the form attached hereto as Attachment "J" and incorporated herein by reference, for the purpose of allowing Collective Developers LLC ("Collective Developers"), Cazo Construction Corporation, Habitat for Humanity of Greater Miami, Inc., Housing Programs, Inc., Palmetto Homes Urban Development Group, Mount Sinai Community Development Corporation, Miami Dream Homes Investment Group, Inc., Neighbors and Neighbors Association, Inc. ("NANA"), and Affordable Housing and Community Development (collectively the "developers") to increase the maximum sales price of the homes constructed on certain properties identified in Attachments "A" through "I" attached hereto and incorporated herein by reference, from \$205,000.00 to the current maximum sales price set forth in Ordinance No. 21-80 for single-family homes that are constructed and sold to qualified households through the Miami-Dade Infill Housing Initiative Program, as amended, subject to the County Attorney's

Office approval. Notwithstanding the foregoing, as a condition of granting an extension to Collective Developers and increasing the sales price of the homes to be constructed by Collective Developers, Collective Developers must first deed back the seven properties (Folio Nos. 01-2122-015-0050, 30-3122-015-0060, 30-3122-015-0070, 30-3122-015-0110, 30-3122-015-0120, 30-3122-060-0010, and 30-3122-060-0020) (“reverter properties”) to the County that it was previously conveyed as more fully described in Attachment A attached hereto and incorporated herein by reference, by general warranty deed in unencumbered fee in a form approved by the County Attorney’s Office, and free and clear of all mortgages, liens, encumbrances, and delinquencies (“reverter deed”), as confirmed by the County Mayor or County Mayor’s designee. This Board authorizes the Chairperson or Vice-Chairperson of the Board to accept the reverter properties by execution of the reverter deed. Additionally, this Board’s authorization to increase the maximum sales price of the homes to be constructed and sold by the developers, excludes one of the homes to be constructed and sold by NANA on one of the NANA properties (Folio No. 01-3122-035-0871). Such home shall be sold at the maximum sales price set forth in the current County deed.

Section 3. This Board directs the County Mayor or the County Mayor’s designee to finalize the deeds for each of the developers identified in section 2 of this resolution, which such deeds shall be finalized and approved by the County Attorney’s Office prior to their execution by the Chairperson or Vice-Chairperson of this Board. This Board further authorizes the County Mayor or County Mayor’s designee to take all actions necessary to effectuate the amendment, to exercise all rights set forth in the amended deeds, other than those reserved to this Board therein, including, but not limited to, exercising the County’s option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews, and to

conduct due diligence on the reverter properties prior to execution of the acceptance of the reverter deed. In the event, the County Mayor or County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the developers, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Program Guidelines, deeds which convey the properties back to the County in the event the developers are unable or fail to comply with the deed restrictions set forth in the amended deeds. Upon the receipt of deeds from the developers, the County Mayor or County Mayor's designee shall record such deeds in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions other the extensions granted by this resolution shall be subject to this Board's approval.

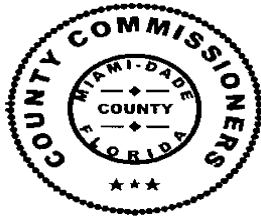
Section 4. Subject to the conditions set forth in section 2 of this resolution, this Board authorizes the County Mayor or County Mayor's designee to grant from the date of recording of the amended deeds one-year extensions to allow the developers sufficient time to obtain the final certificates of occupancy for each of the homes to be sold to qualified households. The grant of such extensions shall be in the manner set forth in the amended deeds.

Section 5. This Board directs the County Mayor or County Mayor’s designee, pursuant to Resolution No. R-974-09, to record in the public record the amended deeds, covenants, and any instrument 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 Keon Hardemon. It was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne McGhee** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Interim Chairman	aye		
Raquel A. Regalado, Interim Vice Chairwoman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Anthony Rodríguez	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of December, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "TAS", is written over a horizontal line.

Terrence A. Smith

MANUEL DOBRINSKY

President

D. PORPOISE EVANS1st Vice President**LINDA LOTT**

2nd Vice President

KAREN LAPEKAS

Treasurer

ARYA ATTARI LI

Secretary

JORDI GUSO

Immediate Past President

MARCIA K. CYPEN

Executive Director Emeritus

MONICA VIGUES-PITAN

Executive Director

July 22, 2022

**DELIVERED VIA EMAIL**

Mr. John Benton
 Director of Development Division
 Public Housing and Community Development
 701 NW 1st Court, 16th Floor
 Miami, Florida 33136-4199

**Re: Response to "Notice to Default;"
 Request to Approve Extension of Development Deadline**

Dear Mr. Benton:

I am writing on behalf of my client Collective Empowerment Group of South Florida Incorporated, sole member of Collective Developers LLC (collectively, "CEG"). This letter is in response to the "Notice to Default," dated July 14, 2022, and attached for your reference as Exhibit A (the "Notice"), which alleges a default under the restrictions found in two deeds between Miami-Dade County (the "County") and CEG. The deeds conveyed twenty-six properties (the "Properties") to CEG for the development of affordable housing in accordance with the Miami-Dade County Infill Housing Initiative Program (the "Program").

The Notice alleges that the Properties "have not been developed and sold to qualified homebuyers" in accordance with the deed restrictions and the Program. It further provides for a 30-day cure period after which the Properties are to be returned to the County.

PASSIONATELY COMMITTED TO EQUAL JUSTICE

4343 West Flagler Street • Suite 100 • Miami, FL 33134

Direct (305) 438- 2461 • Fax (305) 438 – 2461 EXT • TTY (305) 573- 1578

Email: CBrandstaetter@legalservicesmiami.org • Website: www.legalservicesmiami.org



MDC022

Since 2021, CEG has been in discussions with the District 3 Commissioner's Office and the County's Public Housing and Community Development Department ("PHCD") to extend the Development Deadline and increase the Affordable Housing Maximum Sales Price Cap (the "Sales Price Cap"). CEG made written requests for the extension and an increase of the Sales Price Cap on March 18, April 1, and April 12, 2022. These requests were made timely and provided ample information to show that CEG is diligently developing the Properties, with several Properties nearing completion within the coming months. These letters are attached for your reference as Exhibit B.

As of the date of this letter, neither the District 3 Commissioner nor PHCD have responded to CEG's timely extension requests.

This letter is to appeal the County's findings that the Properties have not been reasonably developed for affordable housing and to demonstrate CEG's substantial compliance with its obligation. Additionally, CEG renews its request that the County (1) approve the extension of the May 15, 2022, development deadline (the "Development Deadline") to allow for the completion of the affordable housing currently under development and (2) sponsor a resolution to approve the retroactive increase of the Sales Price Cap in accordance with Miami-Dade County Code Section 17-162.

Background on CEG

CEG is a Florida nonprofit and 501(c)(3) tax exempt entity. Formed in 2005 by a group of black churches in South Florida, CEG's original purpose was to provide homebuyer training, credit counseling services, and enhancing fairness in lending practices. Since that time, CEG identified and nurtured several member churches wishing to develop vacant sites or repurpose under-utilized properties for affordable housing. In 2017, the County awarded the Properties to CEG for affordable housing development. CEG is now focused on providing affordable housing via the Program by engaging minority owned developers and implementing innovative affordable housing designs and materials.

During recent years, CEG has garnered the support of various institutions involved in affordable housing such as the Florida Community Loan Fund¹ and Enterprise Community Partners.² Mayor Daniella Cava highlighted CEG and its

¹ See Exhibit C.

² See Exhibit D.

affordable housing activities during her recent Roundtable Conversation on “Building Affordable Housing with the Faith-based Community” on April 21, 2022.

Moreover, CEG is an essential part of the local economic engine by engaging minority owned developers such as AllQuality, HELP/SC Group, JCH Investment, and M&V Business Development for CEG’s affordable housing development.

Compliance with Deed Restriction.

CEG has shown due diligence, making substantial progress in the development of the Properties. All Properties are in various stages of completion, despite significant delays due to the COVID-19 pandemic, permit processing delays, and the uncertainty caused by the County’s failure to respond to CEG’s multiple extension requests. A detailed progress report is attached as Exhibit E. In summary, CEG substantially complied with the deed restrictions as follows:

- 5 Properties are currently under construction with estimated completion dates ranging from August 15 to September 30, 2022.
- 9 Properties have pending building permit applications.
- 7 Properties are currently under design with the architectural firm Behar Font & Partners to build 54 micro-condominium units in accordance with the Program. The original site plan for 16 fourplex units was under permitting pre-review approval, but had to be abandoned due to offsite improvements required by WASA, which led to the 54 micro-condominium unit concept.
- 5 Properties are under architectural design. Prior to submitting the request for new building permit applications, two of the Properties had already been subject to permit applications which had to be abandoned and replaced by the new redesigns due to site impediments raised by permit department staff.

Significant Harm Caused by the Reverter.

Reverting the Properties to the County at this time would harm the County’s affordable housing efforts. Several Properties are in the final stages of completion. Others are in various stages of the permitting process or undergoing architectural redesign to accommodate recent municipal code changes. Exercising the reverter jeopardizes the completion of the Properties which are

scheduled to “come online” in August and September of this year and eliminate the progress of the remaining Properties that are currently in the predevelopment and early development phases.

Additionally, since CEG is diligently developing the Properties, reversion would require the unwinding of the various agreements and deals CEG entered into to develop the Properties. As a result, transferring the Properties would cause an undue burden on CEG and the minority developers and contractors retained, while forcing the County to assume and perform under a mortgage and other encumbrances, such as:

- The Properties are encumbered by a mortgage from the Florida Community Loan Fund, a reputable affordable housing lender (approved by PHCD as per the Tri – Party Agreement recorded December 14, 2017, as amended by the Amendment to Tri-Party Agreement recorded May 5, 2021) to finance their development.³ Exercising the reverter will likely cause a default under the mortgage, which may lead to the lender’s foreclosure of the Properties.
- 5 Properties are encumbered with notices of commencements by the minority owned contractors who are actively developing the Properties.
- 9 Properties have pending building permit applications.
- 6 Properties are under contract with architects, currently undergoing architectural redesigning to accommodate recent municipal code changes.

It is our contention that the Notice was given partially in response to the recent Office of the Commission Auditor Memorandum regarding the “Miami-Dade County Property Conveyance Report” dated May 26, 2022, which details the loss of many valuable properties due to developers who did not abide by the Program guidelines. Unlike those unscrupulous developers, CEG has kept PHCD informed of its progress, plans, delays, trials, and successes since the County conveyed the Properties. The 5 Properties to be completed within the next months are a testament to CEG’s commitment to develop the Properties for sale to eligible homebuyers in accordance with the Program.

³ Please note that the Commissioner for District 3 recently sponsored a resolution extending the development deadline and raising the Sales Price Cap for another nonprofit housing developer, Housing Programs, Inc., which also has a mortgage with Florida Community Loan Fund.

Consequently, CEG again requests that the County approve the pending extension and Sales Price Cap increase requests so CEG can complete the affordable housing it is developing. We are eager to discuss this matter with the County. Please contact me at CBrandstaetter@LegalServicesMiami.org or 305-438-2461 if you have any questions or require more information.

Sincerely,

/s/ C. Brandstaetter

Chiara Brandstaetter, Esq.

cc:

Mayor Daniella Levine Cava, Office of the Mayor

Keon Hardemon, Commissioner of District 3

Terrence Smith, Miami-Dade County Attorney's Office

Michael Liu, Miami-Dade County Public Housing and Community Development

Clarence Brown, Miami-Dade County Public Housing and Community Development

Coralee Taylor, Miami-Dade County Public Housing and Community Development

ATTACHMENT A



Public Housing and Community Development

701 NW 1st Court, 16th Floor
Miami, FL 33136-3914
T 786-469-4100 • F 786-469-4199

miamidade.gov

Sent via email and Regular mail

July 14, 2022

Collective Developers, LLC
Antonio Prado, Executive Director
6001 NW 8 Ave.
Miami, FL 33127

Re: Notice to Default
Folios – See Exhibit A

Dear Mr. Prado:

The Board of County Commissioners authorized the conveyance of properties listed in Exhibit A to Collective Developers, LLC through County Deed (the "deed"), for development of such properties with single-family homes to be sold to qualified homebuyers through the County's Infill Housing Initiative Program ("Infill Housing Program")

The deed includes certain restrictions, including but not limited to the following:

1. The property will be developed with an affordable single-family home that meets the guidelines of the Infill Housing Program;
2. That the property shall be reasonably developed with affordable housing within one year or two years of conveyance;
3. That the real estate taxes and assessments on the property are paid when due.
4. That the property will be free from any levy, attachment, or any material mechanic lien, or any unauthorized encumbrances or liens; and
5. The housing that is built shall remain affordable for twenty years. (collectively the "Deed Restrictions")

Upon further review, we have found that Collective Developers, LLC has not complied with the Deed Restrictions. More specifically, the properties listed in Exhibit A have not been developed and sold to qualified homebuyers. Accordingly, you are hereby notified that Collective Developers, LLC is in default and you are hereby given 30 days to cure such default. If Collective Developers, LLC, its successors or assigns fail to cure the default within 30 days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by the deed to Collective Developers, LLC, its successors or assigns, and by such reverter to the County, you shall forfeit all monetary investments and improvements without any compensation from the County or right to compensation whatsoever. Under no circumstances during the 30-day cure period or any time thereafter, shall Collective Developers, LLC assign its interest in the property without the County's consent.

Should you have any questions or require additional information, please do not hesitate to contact Coralee Taylor at (786) 469-4112.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Benton", written over a circular stamp.

John Benton, Director
Development Division, PHCD

c: Coralee Taylor, Chief Real Estate Officer, PHCD
Oscar Barco, Real Estate Officer, PHCD

EXHIBIT A

Collective Developers, LLC. – Page 1 of 2

FOLIO NUMBER:

ADDRESS:

0131230380500	1528 NW 39 ST
3031220150060	2632 NW 49 TERR
3031220600020	2601 NW 48 ST
3031220150050	2642 NW 49 ST
3031220150070	2622 NW 49 ST
3031220150110	2621 NW 48 ST
3031220150120	2641 NW 48 ST
3031220600010	2600 NW 48 TER
3031210260700	2948 NW 45 ST
3031210280340	4420 NW 30 AVE
3031150053760	1854 NW 63 ST
3031150055610	1824 NW 68 TERR
3031150400301	2381 NW 56 ST
3031210000290	4615 NW 31 CT
3031010130440	596 NW 101 ST
3031110311070	7663 NW 14 PL
3031150000100	6340 NW 19 AVE
3031150000300	6230 NW 19 AVE
0131220081800	3759 NW 23 CT

Exhibit A
Collective Developers, LLC - Page 2 of 2

0131230180120	1529 NW 38 ST
0131130241730	600 NW 69 ST
0131130600660	174 NW 57 ST
0131230110740	1075 NW 48 ST
0131230120210	1221 NW 53 ST
0131240132550	524 NW 53 ST
0132180070030	625 NE 70 ST

ATTACHMENT B



C.E.G.

Collective Empowerment Group of South Florida, Inc.

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Vice President

Rev. Alphonso Jackson Jr.

Secretary

Bishop James Adams

Treasurer

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Rev. John Chambers III

Rev. Kelon Duke

Rev. Eddy Gervais

Rev. Laura Hafner

Rev. Theo Johnson

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Assoc. Executive Director

Bernard Phanord

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Delores Carey

Member Churches

Apostolic Revival Center

Believers of Authority Ministry

Bethel Apostolic Temple

Beulah Missionary Baptist Church

Christian Fellowship BC

Church of God of Prophecy

Church of God Tabernacle

Church of the Ascension

Church of the Open Door UCC

Community Christian

Coral Gables Congregational UCC

Ebenezer UMC

Emmanuel COGIC of Florida

Faith Community Baptist Church

Fountain Ministries

Friendship MBC

Greater New Macedonia MBC

Harris Chapel UMC

Hosanna Community BC

Jordan Grove MBC

Koinonia Worship Center

Mt. Hermon AME Church

Mt. Zion MBC

New Bethel AME Church

New Birth Cathedral Faith

New Canaan MBC

New Hope MBC

New Jerusalem First MBC

New Jerusalem PBC

New Providence MBC

New Way Fellowship Praise

Ninety-Third St. Community BC

Second Baptist Church

St. John Institutional MBC

St. Paul UMC

St. Peter's MBC

St. Ruth MBC

Sweet Home MBC

True Vine MBC

March 18, 2022

Keon Hardemon

Commissioner, Commission District 03

Stephen P. Clark Center

111 NW 1st Street,

Suite 220

Miami, FL 33128

Re: Miami Dade County Infill Housing Initiative Program Request for Extension

Dear Commissioner Hardemon:

This letter serves as request for an extension of the May 15, 2022 deadline to develop the 26 Infill Lots that Miami-Dade County granted to Collective Empowerment Group of South Florida, Inc. (CEG) through the Miami-Dade County Infill Housing Initiative Program.

Since granting the last extension via Resolution No. R – 394-20, passed May 5, 2020, CEG has made significant progress in the development of the twenty-six (26) Infill Lots. In summary:

- In April 2021, CEG closed on a \$600,000 revolving construction loan with affordable housing lender Florida Community Loan Fund, a Florida Community Development Financial Institution, to provide the funds to develop the Infill Lots.
- CEG is nearing completion of single-family homes on **five (5) Infill Lots** with estimated completion dates between March and April of 2022. *See attachment A.*
- **Eight (8) Infill Lots** are currently pending building permit applications for the development of single-family homes. *See attachment B.*
- **Seven (7) Infill Lots** are currently in the conceptual architectural design stage to provide fifty-six (56) units of affordable micro-units. *See attachment B.*

CEG/ Collective Empowerment Group of South Florida, Inc.

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

Website: www.cegsoflo.org

MDC033

- CEG retained architects who are currently in the process of completing the architectural design phases of the remaining **six (6) Infill Lots**. See *attachment C*.

As a result, through CEG's efforts and your ongoing support, all **twenty-six (26) Infill Lots** are now in various stages of development to provide much needed affordable housing to low-income residents of Miami-Dade County. Accordingly, we hereby respectfully request a two-year extension of the completion deadline.

We hope you can take pride in the affordable housing that CEG is developing for the low-income constituents of your district. We look forward to inviting you to the ribbon cutting ceremony of the first single-family home we complete to commemorate this achievement.

CEG will be happy to provide any additional information to approve our extension request. Feel free to contact me at (305)753-0185.

Sincerely,



Rev. Dr. R. Joaquin Willis
President and CEO
R1joaquin@comcast.net
(305) 753-0185

cc: Mayor Daniella Levine Cava, Office of the Mayor
Michael Liu, Miami-Dade County Public Housing and Community Development
Coralee Taylor (coralee.taylor@miamidade.gov)
Oscar Barco (Oscar.barco@miamidade.gov)
Michael Liu (mliu88@miamidade.gov)
Clarence Brown (Clarence.brown@miamidade.gov)

ATTACHMENT A**Lots under Construction**

Address/Folio Number	Building Permit	Estimated Date of Completion	Builder/Developer
524 N.W. 53 Street (01-3124-013-2550)	BD18-003463-001	APR-30-2022 (Single-family)	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
2381 N.W. 56 Street (30-3115-040-0301)	2021-033258	APR-30-2022 (Single-family)	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
4420 N.W. 30 Avenue (30-3121-028-0340)	2021-029351	MAR-31-2022 (Single-family)	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
2948 N.W. 45 Street (30-3121-026-0700)	2021-038212	MAR-31-2022 (Single-family)	Docar Curtis (M&V Business Development LLC)
1854 N.W. 63 Street (30-3115-005-3760)	2022-015736	APR-30-2022 (Duplex)	Juan Carlos Hernandez (JCH Investment, Inc.)

ATTACHMENT B**Lots with Pending Building Permit Applications**

Address/Folio	Process Number	Builder/Developer
1529 N.W. 38 Street (01-3123-018-0120)	BD21-029631-001	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
3759 N.W. 23 court (01-3122-008-1800)	BD21-028286-001	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
1075 N.W. 48 Street (01-3123-011-0740)	BD21-029538-001	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
596 N.W. 101 Street (30-3101-013-0440)	C2021-024682	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
7663 N.W. 14 Place (30-3111-031-1070)	C2022-039931	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
1221 N.W. 53 Street (01-3123-012-0210)	BD19-013267-001	Docar Curtis (M&V Business Development LLC)
1828 N.W. 68 Terrace (30-3115-005-5610)	M-D Planning Dept/ Pre- Permit Review Application R2021000005	Herman Dorsett II/Evans Branch/Les Allen, Jr. (HELP/BSC Group)
600 N.W. 69 Street (01-3113-024-1730)	BD20-020908-001	Juan Carlos Hernandez (JCH Investment, Inc.)
2600 N.W. 48 Terrace (30-3122-060-0010) (30-3122-060-0020) (30-3122-015-0050) (30-3122-015-0060) (30-3122-015-0070) (30-3122-015-0110) (30-3122-015-0120)	Proposed 56 Condominium Micro-Units; a new concept in affordable homeownership (at conceptual architectural design stage by Behar Font & Partners, Architects, replacing CEG's original building permit application for Fourplex Units)	TBD (under application by Collective Developers, LLC)

ATTACHMENT C**Lots under Architectural Design**

Address/Folio	Process Number	Builder/Developer
4615 N.W. 31 Court (30-3121-000-0290)	Pending Waiver of Plat, Public Works	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
625 N.E. 70 Street (01-3218-007-0030)	Architect working on Duplex design to fit lot	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
1528 N.W. 39 Street (01-3123-038-0500)	Architect working on Duplex design to fit lot	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
6340 N.W. 19 Avenue (30-3115-000-0100)	Architect working on Duplex design to fit lot	Herman Dorsett II/ Evans Branch/ Les Allen, Jr. (HELP/BSC Group)
6230 N.W. 19 Avenue (30-3115-000-0300)	Architect working on Duplex design to fit lot	Herman Dorsett II/ Evans Branch/ Les Allen, Jr. (HELP/BSC Group)
174 N.W. 57 Street (01-3113-060-0660)	Architect working on Duplex design to fit lot	Herman Dorsett II/ Evans Branch/ Les Allen, Jr. (HELP/BSC Group)



C.E.G.

Collective Empowerment Group of South Florida, Inc.

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Church of God Tabernacle

Church of the Ascension

Church of the Open Door UCC

Community Christian

Coral Gables Congregational UCC

Ebenezer UMC

Emmanuel COGIC of Florida

Faith Community Baptist Church

Fountain Ministries

Friendship MBC

Greater New Macedonia MBC

Harris Chapel UMC

Hosanna Community BC

Jordan Grove MBC

Koinonia Worship Center

Mt. Hermon AME Church

Mt. Zion MBC

New Bethel AME Church

New Birth Cathedral Faith

New Canaan MBC

New Hope MBC

New Jerusalem First MBC

New Jerusalem PBC

New Providence MBC

New Way Fellowship Praise

Ninety-Third St. Community BC

Second Baptist Church

St. John Institutional MBC

St. Paul UMC

St. Peter's MBC

St. Ruth MBC

Sweet Home MBC

True Vine MBC

April 1, 2022

Commissioner Keon Hardemon

Commission District 03

Stephen P. Clark Center

111 NW 1st Street,

Suite 220

Miami, FL 33128

**Re: Miami Dade County Infill Housing Initiative Program
Request for Affordable Housing Maximum Sales Price Cap
Increase in accordance Miami-Dade County Code of Ordinances
(the "Code")**

Dear Commissioner Hardemon:

This letter serves as official request for you to sponsor a resolution for the Board of County Commissioners' approval to authorize the revised Affordable Housing Maximum Sales Price Cap (the "Sales Price Cap") under Section 17-162 of the Code to apply to the 26 Infill Lots that Miami-Dade County granted to Collective Empowerment Group of South Florida, Inc. ("CEG") through the Miami-Dade County Infill Housing Initiative Program.

We recently submitted a letter, dated March 18, 2022, requesting an extension of the May 15, 2022, development deadline for the Infill Lots. In that letter, we described the significant progress that CEG made to provide affordable housing for the low-income constituents of your district. Several of the affordable homes are about to be completed in the near future.

Construction costs have been escalating significantly and it has become increasingly more difficult to develop affordable housing in accordance with the price cap originally set by the guidelines of the Miami-Dade County Infill Housing Initiative Program. To address this concern, Miami-Dade County approved Ordinance No. 21-80 (the "Ordinance") to amend the Code to increase the Sales Price Cap and make development of affordable housing more feasible for small developers such as CEG. For the Sales Price Cap to apply to Infill Lots conveyed prior to the effective date of the Ordinance, the district commissioner where the Infill Lots are located must sponsor a corresponding resolution in accordance with Section 17.162(B) of the Code.

CEG/ Collective Empowerment Group of South Florida, Inc.

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

Website: www.cegsoflo.org

MDC038

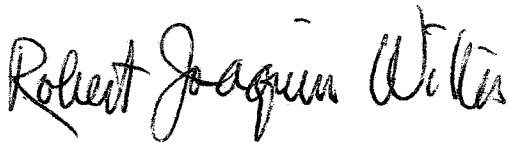
Consequently, we respectfully request that you sponsor a resolution in accordance with Section 17-162 (B) to allow for the Sales Price Cap to apply to CEG's Infill Lots.

We enclosed a copy of the Ordinance and the relevant Code Section for your reference.

As you are aware, CEG staff and your Office had multiple conversations on extending the deadline for the development of the Infill Lots and the Sales Price Cap over the last several months. We submitted all information and documentation that your Office requested. We hope to hear from you soon since a few of the Infill Lots will be ready for sale in the next weeks.

CEG will be happy to provide any additional information your Office may need. Feel free to contact me at 305-753-0185.

Sincerely,

A handwritten signature in black ink that reads "Robert Joaquin Willis". The signature is written in a cursive, flowing style.

Rev. Dr. R. Joaquin Willis

President and CEO

R1joaquin@comcast.net

(305) 753-0185

CC: Chiara Brandstaetter

Gordon Bello



C.E.G.

Collective Empowerment Group of South Florida, Inc.

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New Jerusalem First MBC

New Jerusalem PBC

New Providence MBC

New Way Fellowship Praise

Ninety-Third St. Community BC

Second Baptist Church

St. John Institutional MBC

St. Paul UMC

St. Peter's MBC

St. Ruth MBC

Sweet Home MBC

True Vine MBC

April 12, 2022

Keon Hardemon

Commissioner, Commission District 03

Stephen P. Clark Center

111 NW 1st Street,

Suite 220

Miami, FL 33128

RE: Request for Response to CEG's Written Requests

Dear Commissioner Hardemon:

I am writing this letter to follow up on Collective Empowerment Group of South Florida, Inc.'s ("CEG") written requests for 1) an extension of the May 15, 2022 development deadline of CEG's Infill Lots and 2) your sponsorship of a resolution increasing the Maximum Sales Price Cap of CEG's Infill Lots in accordance with Section 17-162(B) of the Miami-Dade County Code of Ordinances. Both letters are enclosed for your reference. As of the date of this letter, CEG has not received a response from your Office.

In light of CEG's letters and the multiple preceding conversations on these issues between your Office and CEG staff, we respectfully request that your Office provide a response by April 18, 2022.

Sincerely,

Rev. Dr. R. Joaquin Willis

President and CEO

CEG/ Collective Empowerment Group of South Florida, Inc.

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

Website: www.cegsoflo.org

MDC040

ATTACHMENT C

Collective Empowerment Group of South Florida, CEG

SOUTH REGION

\$600,000 FCLF financing

Line of credit for land acquisition, predevelopment, construction
26 affordable homes for ownership

"Our collaboration with FCLF will allow us to expand our range of affordable home ownership products." – Rev. Joaquin Willis, President/CEO

The **Collective Empowerment Group of South Florida, Inc. (CEG)** was formed in 2005 by a group of local churches in South Florida, with the original purpose of providing homebuyer training, credit counseling services, and enhancing fairness in lending practices. Since that time, the organization has identified and nurtured several member churches that wish to develop vacant sites or repurpose under-utilized properties.

The CEG later formed Collective Developers, LLC, as its affordable housing development entity. In June 2017 the CEG was awarded 26 infill lots by Miami-Dade County, and they recently started construction on the first single-family home on those lots, located throughout the communities of Brownsville and Liberty City. The homes will be 3-bedroom, and affordable for ownership by low- and moderate-income households.

Financing from **Florida Community Loan Fund** will enable Collective Developers to build various affordable for-sale homes on those lots, including single-family, duplex, and four-plex models. All of the homes will be built in neighborhoods with significant poverty levels (above 30%).

The CEG focus is on promoting home ownership – as opposed to rentals – to allow low- and moderate-income families to build family wealth and long-term financial independence through accumulation of home equity values.

www.cegsoflo.org



[View all
Success Stories](#)

"FCLF addresses local community needs, which aligns with our core values. We appreciate your commitment to our communities." – Mellissa Slover-Athey, Comm Reinv Ofcr

– CenterState Bank

MDC042

ATTACHMENT D

AFFORDABLE HOUSING FINANCE

[LATEST NEWS](#) [MANAGEMENT & OPERATIONS](#) [FINANCE](#) [POLICY & LEGISLATION](#) [DEVELOPMENTS](#) [E](#)

DEVELOPMENTS

[HOME](#) > [DEVELOPMENTS](#) > ENTERPRISE EXPANDS FAITH-BASED DEVELOPMENT INITIATIVE TO SOUTH FLORIDA

Posted on: April 29, 2022

[f](#) [t](#) [in](#)

AFFORDABLE HOUSING FINANCE

Enterprise Expands Faith-Based Development Initiative to South Florida

The organization will team with area faith groups to build affordable homes.



The Macedonian provides 36 affordable homes after being developed by AHC and the Macedonia Baptist Church in Arlington, Virginia. It was part of Enterprise Community Partners' Faith-Based Development Initiative, which is expanding into South Florida.

Enterprise Community Partners announced that it is working with South Florida-based faith leaders to convert their underutilized land into affordable homes.

Faith-based organizations collectively own tens of thousands of acres of underutilized and vacant land across the U.S. One study [found](#) that houses of worship in Miami-Dade County alone own 700 vacant or underutilized lots totaling 13 million square feet of space.

"Since 2006, Enterprise has partnered with houses of worship to prove the concept that faith-based development of affordable housing and community facilities can have a positive impact in communities," said the Rev. David Bowers, vice president and senior adviser of Enterprise's [Faith-Based Development Initiative](#). "We are honored to bring this work with clergy and lay faith leaders to South Florida and excited that communities of faith have embraced the potential of working together."

The initiative launched in 2006 in the Mid-Atlantic region, where it has helped faith-based organizations to create or preserve more than 1,500 affordable homes and one community-based health clinic, with more than a thousand additional affordable

https://www.housingfinance.com/developments/enterprise-expands-faith-based-development-initiative-to-south-florida_o



TRENDING

TOP 50 DEVELOPERS Top 50 Affordable Housing Developers 2021

LIHTC What Happened to Former LIHTC Developers

People on the Rise People on the Rise 7.19.22

Survey: 75% of Americans Voted Survey: 75% of Americans Voted About...

homes in the development pipeline.

The \$1.3 million South Florida program is part of a [nationwide expansion](#) of the model, supported by \$8.5 million in grant funding from the Wells Fargo Foundation. Officials hope to build about 1,000 units.

Enterprise is working with the Collective Empowerment Group of South Florida (CEG), a consortium of local churches.

"The CEG looks forward to expanding our work with Enterprise to equip houses of worship with the information and resources they need to advance their affordable housing and community development projects from vision to reality," said the Rev. Dr. Joaquin Willis, president and CEO of CEG. "Enterprise's Faith-based Development Initiative aligns with CEG's ongoing efforts to strengthen its members positive impact in communities. We applaud the Wells Fargo Foundation for its support."

Local houses of worship were recently invited to join the effort. Faith-based organizations participating in the program will gain access to:

- **Funding:** Support for market/feasibility studies and pre-development activities;
- **Training:** Virtual and in-person trainings to help participants understand the ins and outs of the development process;
- **Technical assistance and tools:** One-on-one technical assistance to help overcome obstacles during the development process, as well as access to informational tools and resources;
- **Access to experts:** Referrals to vetted development partners, such as architects and designers, real estate lawyers, and development consultants; and
- **Peer-to-peer learning:** Geographic cohorts of faith-based organizations will network and learn from one another as they go through the process of housing development, and a national summit will bring faith leaders from across the country together to advance program learnings and celebrate successes.

Keywords:

Subject:

Affordable Housing

State:

Florida

People:

David Bowers

Organization:

Enterprise Community Partners Collective Empowerment Group of South Florida

MORE FROM HOUSING FINANCE

Nonprofit Opens Supportive Housing Development with Aquaponics Farm



Housing Trust Group Expands Into Illinois



Real Estate Equities Moves Ahead on Two Minnesota Developments

ATTACHMENT E

Collective Developers, LLC

(a wholly-owned affiliate of CEG/Collective Empowerment Group of South Florida Inc.)

4900 W. Hallandale Beach Boulevard

Pembroke Park, FL33023

(305) 773-0178

www.cegsoflo.org

LOTS UNDER CONSTRUCTION (JUL-20-2022):

Address/ Folio number	Building permit	Estimated Completion Date	Builder/Developer
524 N.W. 53 Street (01-3124-013-2550)	BD-18-003463-001 (@90% completion)	AUG-30-2022 (Single-family)	Vernon Quinn/ David Gause (All Quality Property Investors, LLC)
2381 N.W. 56 Street (30-3115-040-0301)	2021-033258 (@ 90% completion)	AUG-30-2022 (Single-family)	Vernon Quinn/ David Gause (All Quality)
4420 N.W. 30 Avenue (30-3121-028-0340)	2021-029351 (@95% completion)	AUG-15-2022 (Single-family)	Vernon Quinn/ David Gause (All Quality)
2948 N.W. 45 Street (30-3121-026-0700)	2021-038212 (@90% completion)	AUG-30-2022 (Single-family)	Docar Curtis (M&V Business Development, LLC)
1854 N.W. 63 Street (30-3115-005-3760)	2022-015736 (@80% completion)	SEP-30-2022 (Duplex Model)	Juan Carlos Hernandez (JCH Investment, Inc.)

Financing in place: We currently have a \$600,000 Revolving Construction Loan facility with FCLF/Florida Community Loan Fund (800 N. Magnolia Avenue, Suite 106, Orlando, FL 32803) which is being used for the construction of the above first two lots. For the remaining three lots, our Builder-Developer partner is self-financing the construction.

The existing Revolving FCLF Loan served to refinance our original Revolving Construction Loan with Marquis Bank (later merged into Professional Bank) which closed on DEC-1-2017.

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Lots under Building Permit Applications (JUL-20-2022):

Address/Folio No.	Process Number	Builder/Developer Partner
1529 N.W. 38 Street (01-3123-018-0120)	BD21-029631-001 (redesigning to new S.F.)	Vernon Quinn/David Gause (All Quality Property Investors LLC)
3759 N.W. 23 Court (01-3122-008-1800)	BD21-028286-001 (redesigning to new S.F.)	Vernon Quinn/David Gause (All Quality Property Investors LLC)
1075 N.W. 48 Street (01-3123-011-0740)	BD21-029538-001	Vernon Quinn/David Gause (All Quality Property Investors LLC)
596 N.W. 101 Street (30-3101-013-0440)	C2021-024682	Vernon Quinn/David Gause (All Quality Property Investors LLC)
7663 N.W. 14 Place (30-3111-031-1070)	C2022-039931	Vernon Quinn/David Gause (All Quality Property Investors LLC)
4615 N.W. 31 Court (30-3121-000-0290)	C2021-019522 (Pending Waiver of Plat)	Vernon Quinn/David Gause (All Quality Property Investors LLC)
1221 N.W. 53 Street (01-3123-012-0210)	BD19-013267-001 (redesigning to Duplex)	Docar Curtis (M&V Business Development LLC)
1828 N.W. 68 Terrace (30-3115-005-5610)	M-D Planning Dept/ Pre-Permit Review Application R2021000005	Herman Dorsett II/Evans Branch/ Les Allen, Jr. (HELP/BSC Group)
600 N.W. 69 Street (01-3113-024-1730)	BD20-020908-001	Juan Carlos Hernandez (JCH Investment, Inc.)
2600 N.W. 48 Terrace (30-3122-060-0010 30-3122-060-0020 30-3122-015-0050 30-3122-015-0060 30-3122-015-0070 30-3122-015-0110 30-3122-015-0120)	Proposed 54 Condominium Micro-units; new concept in affordable homeownership (at conceptual design stage by: Architects Behar Font & Partners, replacing our original building permit application for Fourplex Units)	TBD (under application by Collective Developers, LLC)

Collective Developers, LLC

(a wholly-owned affiliate of CEG/Collective Empowerment Group of South Florida Inc.)

4900 W. Hallandale Beach Boulevard

Pembroke Park, FL33023

(305) 773-0178

www.cegsoflo.org

Lots under Architectural Design (JUL-20-2022):

Address/Folio No.	Process Number	Builder/Developer Partner
625 N.E. 70 Street (01-3218-007-0030)	Architect working on Duplex design to fit lot	Vernon Quinn/David Gause (All Quality Property Investors LLC)
1528 N.W. 39 Street (01-3123-038-0500)	Architect working on redesigning new SF Model	Vernon Quinn/David Gause (All Quality Property Investors LLC)
6340 N.W. 19 Avenue (30-3115-000-0100)	Architect working on Duplex design to fit lot	Herman Dorsett II/Evans Branch/ Les Allen, Jr. (HELP/BSC Group)
6230 N.W. 19 Avenue (30-3115-000-0300)	Architect working on Duplex design to fit lot	Herman Dorsett II/Evans Branch/ Les Allen, Jr. (HELP/BSC Group)
174 N.W. 57 Street (01-3113-060-0660)	Architect working on Duplex design to fit lot	Herman Dorsett II/Evans Branch/ Les Allen, Jr. (HELP/BSC Group)

Properties to be Retained by Collective Developers

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
1	01-3113-024-1730	600 NW 69 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # BD20-020908-001 - Pending Permit	2021 - Building Code change by PHCD and skeletal staff due to COVID - Plans submitted. Waiting for approval from the city to build a Duplex	(600 NW 69 Street) he has applied for a new Process Number. Once granted, he will re-apply for approval of all Departments which were previously approved and will continue work on remaining ones. (Per Email)
2	01-3113-060-0660	174 NW 57 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Pending Architectural Duplex Design	Design had to be re-done to fit the lot	Refer to email (PDF)
3	01-3123-011-0740	1075 NW 48 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # BD21-029538-001 - Pending Permit	2021 - Building Code change by PHCD and skeletal staff due to COVID - 6/1/21 Received 6/1/21; Survey 9/4/21; City Sub 12/17/21; City Comments 1/10/22; Architect 7/1/22; Architect Revision 2/22 - Present;	
4	01-3123-012-0210	1221 NW 53 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # BD19-013267-001 - Redesigning to Duplex	2021 - Building Code change by PHCD - Plans submitted. Waiting for approval from the city to build a Duplex	(1221 NW 53 Street) he is working on redesign for a new duplex model (expecting to re-apply for new building permit on or around JAN 2023, as previously reported) (Per Email)
5	01-3123-018-0120	1529 NW 38 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # BD21-029631-001 - Redesigning to new S.F	Redesigning to new S.F. 2021 code-Received 6/1/21; Survey 7/27/21; Architect 8/17/21; Survey Redo 12/14/21; Architect Sent Back County Comment Need 14' ceiling. 2/9/22; Change to Duplex Model 3/14/22; Redesign Project to Single Family for Miami 21 Parking 4/1/22; Comment Back for Redesign on parking 6/2/22 - Present; After meeting with the city on alternative solutions on parking.	New designs should be submitted week of 8.15.22
6	01-3123-038-0500	1528 NW 39 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Architect working on redesigning new SF Model	Redesigning to new S.F. 2021 code Architect Redesign Duplex 3/8/22; Denied Duplex design due to City Parking and height requirements 3/15/22. Met with City to go over Duplex exceptions and other options 6/22; Architect Revision 7/22 - Present -	Will Copy and Past design from 1529
7	01-3124-013-2550	524 NW 53 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	90% Completion BD18-003463-001-8001	Due to price uncertainty the builder had to slow down and we could not write a contract without the price increase	
8	01-3218-007-0030	625 NE 70 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Architect working on Duplex design to fit lot	We have to put a Duplex model on a former single family lot-Architect Redesign Duplex 3/8/22; Denied Duplex design due to City Parking and height requirements 3/15/22; Met with City to go over Duplex exceptions and other options 6/22; Architect Revision 7/22 - Present	Upper east side, Required redesign for roof
9	30-3101-013-0440	596 NW 101 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # C2021-024682 - Pending Permit	2021 - Building Code change by PHCD and skeletal staff due to Working with the County over one (1) year* : Received 9/20; Survey 9/16/20; Architect cookie cutter 11/21/20; County responses: Septic Tank and Water on property: too small must have water 100ft minimum a part 12/01/20; Extended process number 1/13/21; ReSurvey 5/26/21; Architect fell ill with COVID-19 change of Architect 2/21/22; County want property to be connected to county water 3/21/22; Building code changed needed to redesign 4/17/22; Pending County Approval : Architect modified to new building code: Pending water Connections 6/28/22 - Present.	Submitted cookie cutter property too small had to install water pump had to change design. Required water extension to city redi

10	30-3111-031-1070	7663 NW 14 PL (* 7649 NW 14 Pl)	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # C2022-039931 - Pending Permit	2021 - Building Code change by PHCD and skeletal staff due to COVID	Land dedication required
11	30-3115-000-0100	6340 NW 19 AVE (* 6349 NW 19th Ave)	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Architect working on Duplex design to fit lot	Duplex model on a former single family lot - modular net - zero	Refer to email (PDF)
12	30-3115-000-0300	6230 NW 19 AVE	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Architect working on Duplex design to fit lot	Duplex model on a former single family lot - modular net - zero	Refer to email (PDF)
13	30-3115-005-3760	1854 NW 63 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	80% Completion	Due to price uncertainty the builder had to slow down and we could not write a contract without the price increase	
14	30-3115-005-5610	1824 NW 58 TER (1828 NW 68 Terr) **	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Application R2021000005	Pre permit Review and skeletal staff due to COVID	Designer's staff failed to send email on the site plan and survey for correction Refer to email
15	30-3115-040-0301	2381 NW 56 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	90% Completion	Due to price uncertainty the builder had to slow down and we could not write a contract without the price increase	
16	30-3121-000-0290	4615 NW 31 CT	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # C2021-019522 Payment for waiver of Platt was paid. See Authorization# 0089003 - \$3,921.86	Waiver paid permit application "on hold" since, after many months of your working on the permit, you were told that a Waiver of Plat Application is required, requiring additional fees of around \$4,000 and 4-5 months of additional processing time. Given the lingering uncertainty about price indexing and extensions, we agreed to wait on this permit, for now.	
17	30-3121-026-0700	2948 NW 45 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	90% Completion	Due to price uncertainty the builder had to slow down and we could not write a contract without the price increase	
18	30-3121-028-0340	4420 NW 30 AVE	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	95% Completion	Due to price uncertainty the builder had to slow down and we could not write a contract without the price increase	
19	01-3122-008-1800	3755 NW 23 CT	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Process # 21-028286-001 COVID staffing slow down - Received 9/20; Survey 9/20; Hire Architect 10/20; Architect Completed 11/20; City Submission 12/9/20; City Comment 2/9/21; Resurvey 3/25/21; Change to Duplex 5/29/21; Change of Architect Due to Covid-19 2/22; Revised Design to due to Miami 1 Parking 3/17/22; Design Complete 7/20/22; Pending City Approval.	Parking issue, similar to 1529 and 1528	

Properties to be Returned to the County

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
19	30-3122-015-0050	2642 NW 49 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Replacing our original building permit to accommodate a 54-unit condominium	Had to replace the original building permit application - (fourplex units)	This is a new micro-unit concept in affordable home ownership-Architect Behar Font & Partners
20	30-3122-015-0060	2632 NW 49 TER	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Replacing our original building permit to accommodate a 54-unit condominium	Had to replace the original building permit application - (fourplex units)	This is a new micro-unit concept in affordable home ownership-Architect Behar Font & Partners
21	30-3122-015-0070	2622 NW 49 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Replacing our original building permit to accommodate a 54-unit condominium	Had to replace the original building permit application - (fourplex units)	This is a new micro-unit concept in affordable home ownership-Architect Behar Font & Partners
22	30-3122-015-0110	2621 NW 48 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Replacing our original building permit to accommodate a 54-unit condominium	Had to replace the original building permit application - (fourplex units)	This is a new micro-unit concept in affordable home ownership-Architect Behar Font & Partners
23	30-3122-015-0120	2641 NW 48 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Replacing our original building permit to accommodate a 54-unit condominium	Had to replace the original building permit application - (fourplex units)	This is a new micro-unit concept in affordable home ownership-Architect Behar Font & Partners
24	30-3122-060-0010	2600 NW 48 TER	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Replacing our original building permit to accommodate a 54-unit condominium	Had to replace the original building permit application - (fourplex units)	This is a new micro-unit concept in affordable home ownership-Architect Behar Font & Partners
25	30-3122-060-0020	2601 NW 48 ST	COLLECTIVE DEVELOPERS, LLC	06/16/17	05/15/22	Replacing our original building permit to accommodate a 54-unit condominium	Had to replace the original building permit application - (fourplex units)	This is a new micro-unit concept in affordable home ownership-Architect Behar Font & Partners

From: Pamela Arias

Sent: Thursday, April 7, 2022 11:18 AM

To: Tania Cazo <tania@cazogroup.com>; Bello, Gordon (DIST3) <Gordon.Bello@miamidade.gov>

Cc: Barfield, Marcus (DIST3) <Marcus.Barfield@miamidade.gov>; Hardemon, Keon (DIST3) <KH@miamidade.gov>; khardemon@miamigov.com; District3 <District3@miamidade.gov>; Armando Cazo <armando@cazogroup.com>

Subject: RE: Infill Affordable Housing Sales Price Increase District 3

Importance: High

Good Morning Mr. Bello

We would like your help with several emails that we have sent in regards the amended deeds required to be able to sell two properties with the New Sale Price for Affordable Housing. As stated in your email below we would like to know which is the deadline date you mentioned, and also how to move forward with the amended deed?

The properties we need your help with an amended deed are the following:

3100 NW 53rd Street (100% Completed) Folio Number – 30-3121-016-0120

2291 NW 50th Street (100% Completed) Folio Number – 30-3122-021-0500

Please let us know your comments

Thank you very much

Best Regards

Pamela Arias

Cazo Construction Corp.

3461 SW 8th Street

Miami, FL 33135

Tel: (305)-448-1898

Fax: (305)-448-4199

From: Pamela Arias

Sent: Friday, March 18, 2022 10:52 AM

To: Tania Cazo <tania@cazogroup.com>; Bello, Gordon (DIST3) <Gordon.Bello@miamidade.gov>

Cc: Barfield, Marcus (DIST3) <Marcus.Barfield@miamidade.gov>; Hardemon, Keon (DIST3) <KH@miamidade.gov>; khardemon@miamigov.com; District3 <District3@miamidade.gov>; Armando Cazo <armando@cazogroup.com>

Subject: RE: Infill Affordable Housing Sales Price Increase District 3

Good Morning Mr. Bello

We would like your help with the emails below in regards of the Amended Deeds for new sale price for Affordable Housing on District 3. We understand your concerns in regards the price increase which was approved by Miami Dade county BCC in July of 2021 and developers have to go to the Commissioner of the area to obtain approval or amended deed, but as you may know

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
19	30-3122-021-0500	2291 NW 50 ST	CAZO	09/2014	05/15/2022	100% Completion	Pending price increase	Yes, the buyer is aware. Contact Information: Lisandra Martinez PH: 305-607-4914
19	30-3121-016-0120	3100 NW 53 ST	CAZO	09/2014	05/15/2023	100% Completion	Pending price increase	Yes, the buyer is aware. Contact Information: Gabriella Lopez-Marin PH: 786-474-8740

MDC054



July 20, 2022

Mr. John Benton
Development Division
Miami Dade Public Housing
701 NW 1st Court, 16th Floor
Miami, FL 33136-3914

Dear Mr. Benton:

We are in receipt of your correspondence of July 14, 2022 in reference to the Notice to Default of infill lots under control by Habitat for Humanity. The correspondence listed 21 properties, which the County deems have not met the requirements of the program's allowed timelines thus possibly facing the possibility of the County exercising the right of reversion.

Although we do not dispute the fact that all properties listed have exceeded the allowable two year time period (none by more than 7 months), by way of this letter we want to provide an update on all of the properties listed. All of the properties either have been completed and sold (3, yielding 11 homes), are under construction (6), have been permitted (6) or are in permitting or their administrative process at Miami Dade County or The City of Miami (4). On two (2) of the properties listed, despite our every effort, we will not be able to build, as they are non-conforming lots.

Please note that for all properties, Habitat requested extensions from the District Commissioners in March of 2022. Correspondence to that effect is attached. Additionally, please find a spreadsheet explaining the status of all the properties, inclusive of the permit numbers or permit process numbers for the properties that are under that process. It is our intent that the majority of the properties will be completed and sold to qualified low-income families by end of 2022, with a handful requiring a few more months as they will be part of Habitat's annual Blitz Build project, which will complete the construction in February 2023. As is standard with Habitat, we will never exceed 80% AMI on our buyers, nor will we approach the sales price cap allowable by current program parameters.



Although we understand that, given some bad apples, the program is under great scrutiny, we sincerely hope that given Habitat's stellar record with the Infill Program, we will be given the proper consideration and allowed to continue to work on these properties. Needless to say, the last two years have been challenging for a variety of reasons, which created some of the delays that led to our missed deadline. Also please note than several of the properties listed required lengthy administrative processes so we could split the properties and make more homeownership opportunities available, in the case of one property, we were able to build 8 homes.

Habitat takes its relationship with Miami Dade County very seriously and to date our partnership with the Infill program has yielded 496 homes (in a little over 450 conveyances). It is our intent to continue this fruitful relationship and continue serving deserving Miami-Dade County families.

Thank you for your consideration and please let me know if I can provide any further clarification or documentation to support our position.

A handwritten signature in blue ink, appearing to read "Mario Artecona", with a long horizontal line extending to the right.

Mario Artecona
Chief Executive Officer

Cc: Coralee Taylor, Infill Program
District 9 Commission Office
District 3 Commission Office
District 2 Commission Office

Folio	Address	District	Status	Process number/notes
3050320000990	Adj E 10261 SW 179 St	9	Permitted/Blitz 2023	C2022115340- Blitz Build 2023
3050320100111	10334 SW 172 St	9	REVERT- UNBUILDABLE LOT	REVERT TO COUNTY
3069120081140	Adj E 12130 sw 216 st	9	In Permitting	Lot Split C20 22139796/C202211549
3069340030100	26525 sw 137 ct	9	Completed- Pending Closing	Completed/Pending CO and Closing
3069120080640	12200 SW 218 st.	9	In Permitting	Model A-1 - C2019115227
3069120081594	12095 sw 213 st	9	Sold/Closed	Completed 9/21/21
3050320000520	10221 sw 178 st	9	Permitted/Blitz 2023	#2022-037287 - BLITZ 2023
3050320130840	10465 sw 172 st	9	Under Construction	Permitted #2021-081031 to be completed in 4 months
3050320000820	10241 sw 179 st	9	Permitted- Blitz 2023	(3 units) Permitted #2022-058859 - BLITZ 2023
01-31140352670	1513 nw 58 terr	3	In Permitting	BD-18-013247-001
3069130000480	22030 sw 122 ave	9	In Permitting	(22090) Model A-1 - C202112808
3069130020370	11871 sw 220 st	9	In permitting	Split lot for UC-2 unit (Old process #C2020064630)
3031150100010	6320 nw 19 ct	3	REVERT-UNBUILDABLE LOT	REVERT TO COUNTY
3031210000440	4624 nw 31 ct	3	Under construction	Permitted #2022-009082 to be completed in 3-4 months
01-31140120550	1024 nw 60 st	3	Under Construction	Permitted #BD20011394001B001 City of Miami
01-31140191000	933 nw 69 st	3	Under Construction	Permitted #BD20011432001B001 to be completed in 3 months
3050320130845	10475 sw 172 st	9	Under Construction	10471 Permitted #2021-080959 to be completed in 4 months
3031110470040	7930 nw 10 ave	2	Sold/Closed	Completed 6/15/22 (yielded two units)
3050320040190	10151 Hibiscus St	9	Sold/Closed	Completed 6/10/22
3050320000830	10234 sw 178 st	9	Permitted/Blitz 2023	(10246) Permitted 2022-058860
3050320001160	10241 sw 181 st	9	Sold/Closed	Completed (8 units BLITZ 2022) 6/2022



March 3, 2022

Hon. Keon Hardemon
Commissioner, District 3, Miami-Dade County
111 NW 1st Street, Suite 220
Miami, FL 33131

Dear Commissioner:

Thank you for your time recently to allow Habitat to discuss our work in District 3. Over the course of our history, we have built several hundred homes in the District, including the Scott Carver homes as well as 183 homes as part of NSP-2. Our work in the district is one we are very proud of as we have helped hundreds of low-income families fulfill their dream of home ownership.

As we explained, in many instances, the homes we have built have been done in partnership with Miami Dade County, specifically the infill program. Under the sponsorship of the District Commissioner, Habitat receives land and in turn commits to building homes for families within two years. It is the model of public/private partnership and we are very proud of our track record. From time to time, however, due to a variety of reasons, we require the District Commissioner to sponsor an item granting us additional time to complete the homes. By way of this letter, we are requesting your sponsorship of such an item, as the last two years have made it very difficult to build, particularly with volunteers, which our model counts on.

Attached is a list of the properties in question, as well as an explanation of here we are in either the administrative or building process. Please note, these deeds do not expire until June but we are being proactive to avoid title issues at closing. We take no pride in making this request as we take our commitments very seriously, but again, sometimes instances require us to ask for the extensions.

Habitat hopes you will favorably consider these extensions. In the meantime, if I can answer any questions, please do not hesitate to ask.

In gratitude,

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

Mario J Artecona
Chief Executive Officer.

Habitat for Humanity Requests for Extensions District 3.

FOLIO #	DEED EXP DATE	STATUS
01-3114-019-1000	6/3/2022	Permitted 7/13/21 - Construction in progress
30-3115-042-0010	6/3/2022	Permitted 12/14/20 - Construction in progress
01-3114-035-2670	6/3/2022	In Permitting pending final round of reviews
01-3114-012-0550	6/3/2022	In Permitting pending final round of reviews
30-3121-000-0440	6/3/2022	Permitted 11/9/21



March 2, 2022

Hon. Kionne McGhee
Commissioner, Miami Dade County District 9
111 NW 1st Street, suite 220
Miami, FL 33131

Dear Commissioner:

Thank you for your recent participation in the Habitat Blitz event. It was a wonderful two weeks of construction and there are now 8 new happy families in District 9 who have achieved the dream of home ownership thanks to the partnership between Habitat and Miami Dade County. This brings our total of homes in District 9 to well over 450.

As I mentioned in our conversation, given the events of the last two years, and our inability to work with volunteers as is our normal course of business, we have found that despite our best efforts, we will not be able to meet the two year timeframe required by the infill program requirements. As such, we are requesting your sponsorship of an item granting us an extension for several properties. The attached list shows which properties require an extension, as well as indicating what state of construction or processes the properties are in.

Commissioner, we do not make this request lightly and we have always prided ourselves in meeting infill requirement, which is why we have been the most successful infill developer in the program. I believe our track record speaks to our commitment to helping low-income families into homes.

Thank you for your consideration to this item. I remain available to discuss any questions that may arise from this request.

In gratitude,

A handwritten signature in black ink, appearing to read "Mario J Artecona". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mario J Artecona
Chief Executive Officer

Folio	Deed Exp Date	Status
30-6912-008-1140	1/21/2022	Waiver of plat and ASPR approved. Will be submitting to building department.
30-5032-000-0990	1/21/2022	Pending zoning hearing. Will be submitting to the building department.
30-5032-004-0190	1/21/2022	Permitted 11/20/2020 construction completed. Pending sewer lateral.
30-5032-000-0830	1/21/2022	Waiver of plat and ASPR approved. Will be submitting to building department.
30-6934-003-0100	1/21/2022	Permitted 09/29/2021. Will be completed by June 2022.
30-5032-000-1160	1/21/2022	Parcel split into 8 lots. Blitz Homes Built. Awaiting Conveyance and closing.
30-5032-013-0840	6/3/2022	Permitted 09/20/2021. Will be completed by August 2022.
30-5032-013-0845	6/3/2022	Permitted 09/20/2021. Will be completed by August 2022.
30-6913-000-0480	6/3/2022	In permitting process #C2020112808. Pending waiver of plat.
30-6912-004-1070	6/3/2022	In permitting process #C2019215887. Pending waiver of plat.
30-6912-008-0640	6/3/2022	In permitting process #C2019115227. Pending waiver of plat.
30-6913-002-0370	6/3/2022	Pending zoning hearing. Will be submitting to the building department.
30-7904-000-0013	11/16/2022	Habitat Acres community currently pending ASPR approval (submitted April 2021)
30-6912-001-0460	11/16/2022	Permitted 09/14/2021. Will be completed by November 2022.
30-6912-008-1150	11/16/2022	Waiver of plat and ASPR approved. Will be submitting to building department.
30-6934-003-0040	11/16/2022	Waiver of plat and ASPR approved. Will be submitting to building department.

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
19	01-3114-0352-670	1513 NW 58 TER	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	01/15/18	05/15/22	In Permitting pending final round of reviews @ City of Miami BD18-013247-001		This property is in permitting at the City of Miami. The process number is BD-18-013247-001. This is the only property which is neither under construction or sold. It has been quite the journey to permit it at the City but we are close. Only missing trade is only code compliance that is requiring us to clear all liens. DESPITE THE FACT THAT THE INFILL PROGRAM REMOVES LIENS AT CLOSING. The City of Miami continues to be very, very difficult to work with.
30	30-3115-0100-010	6320 NW 19 CT	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10/30/18	06/04/22	County will use as road/unbuildable		This property is ok to revert. We could not get approval from Public Works for a permit. As you can see from the attached pdf, the property sits at the end of two streets and it is Public Work's despite to take the property back so they can extend the 64th for it to run contiguous. In short, it is an unbuildable lot as no permit can be acquired. PLEASE ADD TO REVERTER.
31	30-3121-0000-440	4624 NW 31 CT	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	06/04/20	05/15/22	Under Construction		This house already has the slab poured and the concrete blocks were delivered to the site this week. We expect the shell to be ready by next Friday and the full property completed by October 1st with a closing expected in mid-November. The house already has a family attached to it (with a sales contract).
32	01-3114-0120-550	1024 NW 60 ST	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	06/04/20	05/15/22	In Permitting pending final round of reviews @ City of Miami BD20-011394-001		The house has a permit from the City of Miami finalized on July 11, 2022. We are waiting on the cement company to pour concrete so we can begin construction. The property should be finished and sold (it has a sales contract already) by January 2023.
33	01-3114-0191-000	933 NW 69 ST	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	06/04/20	10/30/22	Under Construction BD20011432001		This house is in advanced stages of construction. The framing inspection is scheduled for tomorrow. Electrical inspection was passed today. It is my estimate that the property will be completed no later than October 1st and closed by Mid November. The house has a sales contract with a low income family.



HOUSING PROGRAMS, INC.
16499 NE 19th Ave Suite 212
Miami, FL 33162
Office: 305-688-1600 Fax: 305-688-1620

September 14, 2022

Commissioner Keon Hardemon
5400 NW 22nd Ave
Miami, FL 33128
305-636-2331

RE: Official request for the extension and approval of new sales price

Commissioner Keon Hardemon ,

Please see this letter as an official request for the extension and approval of the new price for our last property in District 3. Housing Programs, Inc. is a non-for-profit organization who provides affordable housing with the infill program since the beginning of the program. I am one of the first developers who started with the program. I have successfully provided over 100 single-family homes to low income and very low-income families in Miami-Dade County. Housing programs has a line of credit of 2.2 million dollars with our bank as a construction loan. Most of our subcontractors have been with us since the beginning of the program. So we are capable of providing affordable housing financially & with great experience. We are left one property in district 3, 276 NE 78 ST, we are at the last stage of permitting we only have 3 comments from structural that our architect needs to reply and then we can start construction. we are respectfully requesting to extend our property and approve the new price to our property. I would like to thank you for this consideration. if you have any questions, please contact me at 305-218-1395.

Thank you,

Isaac Simhon
CEO & President
Housing Programs, Inc.

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
34	01-3207-0420- 200	276 NE 78 ST	HOUSING PROGRAMS INC			Pending Permit BD20-010122-001		

MDC064



4952 NW 7th Ave Miami, Florida 33127

Email address: palmettohomesurbandevelopment@yahoo.com

Phone: (305)467-2847

The Honorable Keon Hardemon

District 3 Commissioner Keon Hardemon

5400 NW 22nd Avenue

Miami, Florida 33128

Dear Honorable Keon Hardemon:

Palmetto Homes Urban Development Group, Inc.

Palmetto Homes Urban Development Group Inc. the development was delayed due to the impact of COVID-19 on staffing (both department and the construction industry). COVID-19 resulted in limited staff availability to process paperwork associated with the development process. Furthermore, the pandemic also limited access to financiers and underwriters. Unfortunately, production came to a standstill due to the pandemic. It has been the steep increase in costs of construction materials necessary to construction home ownership opportunity domiciles. The spike in costs have created a situation whereby it's extremely challenging and risky to build a quality product while adhering to current cap of a maximum of \$205,000.00 dollars sales price to qualified low/mid income families. Armed with the understanding Miami-Dade County is seriously considering raising the maximum allowable sale price. Palmetto Homes Urban Development Group Inc has extensive dialogue with lender, title company and sub-contractors. Folio numbers: infill housing 0131140000130, 3031220250530,3031220070370.

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

Sincerely,

Tashala Knowles

Palmetto Homes Urban Development Group Inc

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
35	01-3114-000-0130	744 NW 59 ST	PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.	11/02/20	11/02/22		The development was delayed due to the impact of COVID-19. Unfortunately, production came to a very slow paste due to the pandemic. It has been the steep increase in costs of construction materials necessary to construction home ownership opportunity domiciles	
36	30-3122-025-0530	2375 NW 43 ST	PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.	11/02/20	11/02/22		The development was delayed due to the impact of COVID-19. Unfortunately, production came to a very slow paste due to the pandemic. It has been the steep increase in costs of construction materials necessary to construction home ownership opportunity domiciles	
37	30-3122-007-0370	Adj E of 2113 NW 21 AVE	PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.	11/02/20	11/02/22		The development was delayed due to the impact of COVID-19. Unfortunately, production came to a very slow paste due to the pandemic. It has been the steep increase in costs of construction materials necessary to construction home ownership opportunity domiciles	
MDC066	01-3112-013-0100	8055 NE MIAMI CT	PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.	10/23/20	10/13/22		Waiting on the City of Miami Zoning Department. At the tail end of our permit process the City requested that we dedicate 5' of frontage of the property to them. The covenant was completed and is being recorded. The building permit should be ready this week.	
						Waiting for the Building Permit. Once we break ground 120 days for CO Buyer is approved	We had to wait 4 months for the delivery of the roof trusses. One of the biggest trusses company closed and its been lots of delays for trusses and prices went up 110% from prior year . We took advantage of the zoning code and we did 2 twin homes. We had to re-do our Architectural plans. Waiting on the City of Miami Zoning Department. At the tail end of our permit process the City requested that we dedicate 5' of frontage of the property to them. The covenant was completed and is being recorded. The building permit should be ready this week.	

Mount Sinai Community Development Corporation
677 NW 47th Street, Miami, FL 33127
Phone: 305.751.5846 Fax: 305.751.7126

DATE: August 8, 2022

TO: Santiana Lewis

FROM: Pastor Johnny L. Barber, Executive Director
Mount Sinai Community Development Corporation

RE: 1610 NW 62nd Terr Miami, FL 33147
FOLIO#: 0131140271370
Permit#: BD19023027001

Dear Ms. Lewis,

Per your email:

SUBJECT: Mount Sinai Infill Extension
DATE: August 8, 2022
TIME: 11:06am

Please see additional comments not contained in the spreadsheet.

Builder/Sales Rep

The Mount Sinai Community Development Corporation's (**Mount Sinai CDC**) development team consists of a partnership with **Lojic Developers**, **Community Housing Development Organization by Sunrise (CHDO by Sunrise)**, and **Johnny L. Barber Jr. Ministries**. This partnership has project financing provided by **Lojic Developers**, general contractor and sub-contractor services provided by **CHDO by Sunrise**, consulting along with project management by **Johnny L. Barber Ministries**, and property owner **Mount Sinai CDC**.

We also are working with **Key-2-Know Realty** to identify qualified buyers that fit within the Miami-Dade County guidelines.

Status

This property is currently in the City of Miami's Building Department and has the permitting processing number **BD19023027001**. We have received a recent commitment from the City of Miami Mayor's office and Building Department to expedite this permit.

Reason for Delay

- This property is located in the jurisdiction of the City of Miami.
- Unfortunately, unlike the County the City does not have an expedited process for infill properties.
- There are no concessions for setbacks, which is needed due to this is a lot that is non-conforming (smaller than a standard size buildable lot).

- Covid shutdown caused the entire City's building department to close, causing plan reviewers from the City had to work from home.
- The online permit processing system suffered and struggled as reviewers worked from home attempting to adjust to this new process.
- As a result of work from home reviewers, due to COVID, we experienced having been issued 2 processing numbers on this property. This was due to originally physically submitting the plans and then resubmitting them electronically. The process of reconciling this issue was time-consuming.
- Due to different City of Miami zoning that was not encountered with the County we had to bring on an engineer to address some zoning requirements. Compare this with five homes with the same plans were approved and sold in Miami-Dade County. This caused significant additional costs.
- Inability to meet with plan reviewers during COVID
- Length of time the City of Miami Building Department was shut down during COVID
- Number of COVID outbreaks in the City of Miami Building department

District 3 Notes

The finances for developing this property are in place. The aforementioned partnership agreement has successfully developed five infill lots for affordable housing.

Developer Response

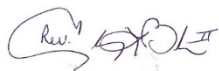
The Mount Sinai CDC operated in good faith completing the development of five of the eight infill lots that were conveyed to us. Midway through the development of these five lots we began to experience the effects of COVID in the form of building material prices increasing. Nevertheless, despite losing money, the five homes were then sold to low-income families.

Unfortunately, this property being located in the City of Miami was not given the same review process as the County. We are now positioned after working with the staff of the City of Miami's Mayor along with the Building Department to have this lot's permits expedited.

Expenses on/Investments in property to date: **\$43,811.23**

We are requesting that this lot be given an **extension** as well as **sold at the new affordable home price increase**.

Sincerely,



Rev. Johnny L. Barber, II, Th. M.
 Pastor, Mt. Sinai Missionary Baptist Church, Miami, Inc.
 Executive Director, Mount Sinai Community Development Corporation

Mount Sinai Community Development Corporation
677 NW 47th Street, Miami, FL 33127
Phone: 305.751.5846 Fax: 305.751.7126

DATE: August 8, 2022

TO: Santiana Lewis

FROM: Pastor Johnny L. Barber, Executive Director
Mount Sinai Community Development Corporation

RE: 875 NW 69th Street Miami, FL 33150
FOLIO#: 0131140190960
Permit#: BD19023029001

Dear Ms. Lewis,

Per your email:

SUBJECT: Mount Sinai Infill Extension
DATE: August 8, 2022
TIME: 11:06am

Please see additional comments not contained in the spreadsheet.

Builder/Sales Rep

The Mount Sinai Community Development Corporation's (**Mount Sinai CDC**) development team consists of a partnership with **Lojic Developers**, **Community Housing Development Organization by Sunrise (CHDO by Sunrise)**, and **Johnny L. Barber Jr. Ministries**. This partnership has project financing provided by **Lojic Developers**, general contractor and sub-contractor services provided by **CHDO by Sunrise**, consulting along with project management by **Johnny L. Barber Ministries**, and property owner **Mount Sinai CDC**.

We also are working with **Key-2-Know Realty** to identify qualified buyers that fit within the Miami-Dade County guidelines.

Status

This property is currently in the City of Miami's Building Department and has the permitting processing number **BD19023029001**. We have received a recent commitment from the City of Miami Mayor's office and Building Department to expedite this permit.

Reason for Delay

- This property is located in the jurisdiction of the City of Miami.
- Unfortunately, unlike the County the City does not have an expedited process for infill properties.
- There are no concessions for setbacks, which is needed due to this is a lot that is non-conforming (smaller than a standard size buildable lot).

- Covid shutdown caused the entire City's building department to close, causing plan reviewers from the City had to work from home.
- The online permit processing system suffered and struggled as reviewers worked from home attempting to adjust to this new process.
- As a result of work from home reviewers, due to COVID, we experienced having been issued 2 processing numbers on this property. This was due to originally physically submitting the plans and then resubmitting them electronically. The process of reconciling this issue was time-consuming.
- Due to different City of Miami zoning that was not encountered with the County we had to bring on an engineer to address some zoning requirements. Compare this with five homes with the same plans were approved and sold in Miami-Dade County. This caused significant additional costs.
- This lot due to being in a flood zone had to have significant modifications to its site elevation plans which in turn caused all other portions of the plans to be adjusted to reflect this change.
- Inability to meet with plan reviewers during COVID
- Length of time the City of Miami Building Department was shut down during COVID
- Number of COVID outbreaks in the City of Miami Building department

District 3 Notes

The finances for developing this property are in place. The aforementioned partnership agreement has successfully developed five infill lots for affordable housing.

Developer Response

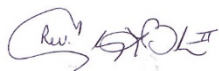
The Mount Sinai CDC operated in good faith completing the development of five of the eight infill lots that were conveyed to us. Midway through the development of these five lots we began to experience the effects of COVID in the form of building material prices increasing. Nevertheless, despite losing money, the five homes were then sold to low-income families.

Unfortunately, this property being located in the City of Miami was not given the same review process as the County. We are now positioned after working with the staff of the City of Miami's Mayor along with the Building Department to have this lot's permits expedited.

Expenses on/Investment in property to date: **\$44,621.62**

We are requesting that this lot be given an **extension** as well as **sold at the new affordable home price increase**.

Sincerely,



Rev. Johnny L. Barber, II, Th. M.
 Pastor, Mt. Sinai Missionary Baptist Church, Miami, Inc.
 Executive Director, Mount Sinai Community Development Corporation

Mount Sinai Community Development Corporation
677 NW 47th Street, Miami, FL 33127
Phone: 305.751.5846 Fax: 305.751.7126

DATE: August 8, 2022

TO: Santiana Lewis

FROM: Pastor Johnny L. Barber, Executive Director
Mount Sinai Community Development Corporation

RE: 5028 NW 8th Ave Miami, FL 33127
FOLIO#: 0131230060710
Permit#: BD19023026001

Dear Ms. Lewis,

Per your email:

SUBJECT: Mount Sinai Infill Extension
DATE: August 8, 2022
TIME: 11:06am

Please see additional comments not contained in the spreadsheet.

Builder/Sales Rep

The Mount Sinai Community Development Corporation's (**Mount Sinai CDC**) development team consists of a partnership with **Lojic Developers**, **Community Housing Development Organization by Sunrise (CHDO by Sunrise)**, and **Johnny L. Barber Jr. Ministries**. This partnership has project financing provided by **Lojic Developers**, general contractor and sub-contractor services provided by **CHDO by Sunrise**, consulting along with project management by **Johnny L. Barber Ministries**, and property owner **Mount Sinai CDC**.

We also are working with **Key-2-Know Realty** to identify qualified buyers that fit within the Miami-Dade County guidelines.

Status

This property is currently in the City of Miami's Building Department and has the permitting processing number **BD19023026001**. We have received a recent commitment from the City of Miami Mayor's office and Building Department to expedite this permit.

Reason for Delay

- This property is located in the jurisdiction of the City of Miami.
- Unfortunately, unlike the County the City does not have an expedited process for infill properties.
- There are no concessions for setbacks, which is needed due to this is a lot that is non-conforming (smaller than a standard size buildable lot).

- Covid shutdown caused the entire City's building department to close, causing plan reviewers from the City had to work from home.
- The online permit processing system suffered and struggled as reviewers worked from home attempting to adjust to this new process.
- As a result of work from home reviewers, due to COVID, we experienced having been issued 2 processing numbers on this property. This was due to originally physically submitting the plans and then resubmitting them electronically. The process of reconciling this issue was time-consuming.
- This lot due to the property footprint and the unwillingness to have concessions in the City of Miami Zoning Department (unlike the County) required changing the entire architectural and engineering plan. Compare this with five homes with the same plans were approved and sold in Miami-Dade County. This caused significant additional costs.
- Inability to meet with plan reviewers during COVID
- Length of time the City of Miami Building Department was shut down during COVID
- Number of COVID outbreaks in the City of Miami Building department

District 3 Notes

The finances for developing this property are in place. The aforementioned partnership agreement has successfully developed five infill lots for affordable housing.

Developer Response

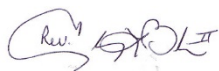
The Mount Sinai CDC operated in good faith completing the development of five of the eight infill lots that were conveyed to us. Midway through the development of these five lots we began to experience the effects of COVID in the form of building material prices increasing. Nevertheless, despite losing money, the five homes were then sold to low-income families.

Unfortunately, this property being located in the City of Miami was not given the same review process as the County. We are now positioned after working with the staff of the City of Miami's Mayor along with the Building Department to have this lot's permits expedited.

Expenses on/Investment in property to date: **\$53,057.77**

We are requesting that this lot be given an **extension** as well as **sold at the new affordable home price increase**.

Sincerely,



Rev. Johnny L. Barber, II, Th. M.
 Pastor, Mt. Sinai Missionary Baptist Church, Miami, Inc.
 Executive Director, Mount Sinai Community Development Corporation

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
38	01-3114-019-0960	875 NW 69 ST	MOUNT SINAI COMMUNITY DEVELOPMENT CORPORATION	04/22/19	04/11/21	BD19-023029-001		Request to reopen Permits: 08.08.22 Emails to Anna Medina requesting assistance to sched. meeting 07.14.21 Meeting w Architect & City meeting held 07.19-2.2021 (Per Email PDF)
39	01-3114-027-1370	1610 NW 62 TER	MOUNT SINAI COMMUNITY DEVELOPMENT CORPORATION	04/22/19	04/11/21	BD19-023027-001		Request to reopen Permits: 08.08.22 Emails to Anna Medina requesting assistance to sched. meeting 07.14.21 Meeting w Architect & City meeting held 07.19-2.2021 (Per Email PDF)
40	01-3123-006-0710	5028 NW 8 AVE	MOUNT SINAI COMMUNITY DEVELOPMENT CORPORATION	04/22/19	04/11/21	BD19023026001		Request to reopen Permits: 08.08.22 Emails to Anna Medina requesting assistance to sched. meeting 07.14.21 Meeting w Architect & City meeting held 07.19-2.2021 (Per Email PDF)

MDC073



MIAMI DREAM HOMES INVESTMENT GROUP, INC.

August 9, 2022

Honorable Commissioner Hardemon
District 3
111 NW 1st Street,
Suite 220
Miami, FL 33128

Re:8055 NE Miami Court

Dear Commissioner Hardemon:

We are currently an approved Miami Dade County "First Time Homebuyer" infill developer. We have been transferred a lot located at 8055 NE Miami Court that was owned by Miami Dade County which currently has a restrictive covenant with maximum sales price of \$205,000.00.

Over the past year, due to Covid closures around the world there has been a huge rise in the cost of construction materials and labor, which has caused an increase in the overall construction cost. This is a single-family home with a square footage of 1,562. We have also encounter enormous delays at the City of Miami Building and Zoning Department. It takes approximately 9 to 12 months to get a building permit and the impact fees waived at the City of Miami.

We are requesting a six-month extension to complete the development of the property and to allow us the sales price approved by the BCC.

If you have any questions, please do not hesitate to contact me at (305)698-6431.

Sincerely,


Barbara Gomez
Chief Financial Officer (CFO)

cc. Carolee Taylor, PHCD

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
41	01-3113-030-0671	283 NW 59 TER	MIAMI DREAM HOMES INVESTMENT GROUP, INC.	09/23/19	09/23/22	55% completed. We should have CO by the middle of September 2022. Buyers are approved. BD19-025760-001	We had to wait 4 months for the delivery of the roof trusses. One of the biggest trusses company closed and its been lots of delays for trusses and prices went up 110% from prior year .	There is a buyer approved for \$290,000. Requesting increase in sales price to \$290K. 1 Year extension will be sufficient
42	01-3122-014-1170	1880 NW 47 TER	MIAMI DREAM HOMES INVESTMENT GROUP, INC.	09/23/19	09/23/22	96% complete should have CO by the end of August 2022. Buyers are approved	We took advantage of the zoning code and we did 2 twin homes. We had to re-do our Architectural plans.	There is a buyer approved for \$290,000. Requesting increase in sales price to \$290K. 1 Year extension will be sufficient

MDC075



Neighbors And Neighbors Association Inc.

To: Honorable Commissioner, Keon Hardemon
From: Leroy Jones, Executive Director
 Nehemiah Davis, Project Director
Date: November 12, 2021
Re: Request for Sale Increase for our Infill homes
CC: Michael Liu, PHCD Director
 Coral Coralee W-Taylor, Chief Real Estate Officer, Infill Housing Program
 Barco, Oscar, Real Estate Officer, Infill Housing Program

At this time, NANA is asking for an increase in the sales price of our homes moving forward. NANA has 24 single-family lots remaining along with another four lots where we propose to build 13 townhomes.

Due to the prolonged pandemic status and the fact that our cookie cutter building plans expired under the new Florida Building Code (FBC), all of our client sales contracts expired as well. Since the onset of the pandemic, the building industry has been, drastically impacted. Specifically, trade/service costs, labor costs, construction delivery and material costs including but not limited to; wood material, metal subs, truss ankles, and hurricane truss ankles windows and exterior/interior doors cost have all skyrocketed. The pandemic has also created a shortage in skilled-trades and skilled-labor, thereby creating an ever, increasing pay scale to employ and keep qualified skills-men.

As stated above, there are currently no sales contracts in place. Therefore, it is in the project's best interest to increase the home sales price at this time. This increase will allow the project to meet the proper lending margins that most banks are looking for. An the increase will also allow for the acceptable profit margins within the standard financial development models that the banks feel comfortable with when lending to a small non-profit housing organization.

With that said, taking into account the new sale price that the BCC has put in place, we would like to increase our 1,200 square feet house models to \$270,000.00 and models at 1,400 square feet and above at the new BCC sales prices of \$318,000.00. This will allow NANA to attract a more traditional construction lender and get a proper revolving construction loan that allow us to build 7 to 10 homes at a time. This increase will also allow us the ability to take advantage of economy of scale when purchasing materials and services. It will also allow us to place the construction on a faster project schedule track.

We also had to update our cookie cutter architecture building plans and resubmit them to the Miami-Dade building department and the City of Miami. Our architecture team has completed and updated three cookie cutter sets of architecture building plans, which can be seen in table-1 below;

Table-1

#	House Model Name	Brief Description of Model	Sq. ft.
1	Master Set Model-4	A One-Story Three bedrooms two Baths	1,200
2	Master Set Model-5	A One-Story Three bedrooms two Baths	1,200
3	Master Set Model-6	A One-Story Four Bedrooms two Baths	1650

(See attached drawings)

Main Office
 5120 NW 24th Avenue
 Miami, Florida 33142
 Office: (305) 756-0605
 Fax: (305) 756-6008
 Email: leroy@nanafl.org

NANA's Satellite Office-2
Overtown BRC
 1490 NW 3rd Avenue
 Miami, Florida 33127
 (786) 431-5383
 Website: www.nanafl.org

NANA's Satellite Office-3
Gould BRC
 22121 SW So. Dixie Highway
 Miami, Florida 33170
 (786) 601-7830

NANA's Satellite Office-4
NANA & CRC Affordable Housing
 22125 SW So. Dixie Highway
 Miami, Florida 33170
 (786) 601-7830
 Email: ndavis@nanafl.org

NANA's Satellite Office-5
Accelerate South Dade
 10700 Caribbean Blvd. Suite 301
 Cutler Bay, FL 33189
 Office: (786) 732-0774

We are also working on updating two additional large single-family homes, which are two-story model homes with four bedrooms, three full baths, living room/family room with a full kitchen and dining room. We also have a twin-home model, which is also a four bedrooms/three full baths model that comes with a full kitchen area, dining area and living room area, which can be seen in table-2 below;

Table-2

#	House Model Name	Brief Description of Model	Sq. ft.
4	Master Set Model-7	A Two-Story Four bedrooms Three Baths	2,160
5	Master Set Model-8	A Two-Story Four bedrooms Three Baths	2,160
6	Master Set Model-9	A Twin-Home Two-Story Four Bedrooms two Baths Per each Unit.	1,600

(See attached drawings)

Townhouses Lots

As stated in our opening paragraph, we also have decided to take four of the multifamily townhouse lots and join them with our homeownership lots. We estimate that these four lots will produce 13 townhouses, each one having four bedrooms and three full baths. This will give NANA the ability to sale 41 homes along with the other 28 single-family proposed homes. ***See proposed floor plans and elevations of Townhouses.***

Multifamily Lots

We are moving forward with the construction financing on the other three multifamily lots. NANA's Project development staff applied for the predevelopment low-interest loan with the Florida Housing Finance Corporation (FHFC), and has been pre-qualified for \$500,000.00, which should be going before the state FHFC loan committee late October 2021, ***(see attached FHFC award letter)***.

We also applied with Neighborhood Lending Partners (NLP) who presented us with a term sheet offer of \$9,300,000.00 to build out 60 units, 20 units per building. Our next step with this project is to apply for the City of Miami Pipeline affordable housing program ***(see attached NPL Term-Sheet Offer letter)***.

Homeownership Marketing

We have built a marketing team that is totally, focused on selling these affordable homes. We normally conduct 16 introduction homeownership workshops through the year, which computers to eight months out of the year. These workshops are conduct in the north end of the county and the south end of county normally one week apart during the months we conduct them. The result of during this we have a database list of over 300 potential first-time homebuyers looking or applying for affordable homes from us. We have a full process in place where they apply through our marketing and sales team. We conduct an affordability study on each applicant, then match him or her with a lender or place him or her on credit repair track. Those who are ready we them complete the eight-hour homeownership workshop for their certificate and match them with the mortgage subsidy needed to purchase.

See attached

- 1 Master Set Model-4
- 2 Master Set Model-5
- 3 Master Set Model-6
- 4 See proposed floor plans and elevations of Townhouses.
- 5 Award letter from FHFC
- 6 Term Sheet offer from NLP for construction financing at \$9.3 million dollars.
- 7 Multifamily Floor plans and elevations for the three buildings.

Main Office
5120 NW 24th Avenue
Miami, Florida 33142
Office: (305) 756-0605
Fax: (305) 756-6008
Email: leroy@nanafi.org

**NANA's Satellite Office-2
Overtown BRC**
1490 NW 3rd Avenue
Miami, Florida 33127
(786) 431-5383
Website: www.nanafi.org

**NANA's Satellite Office-3
Gould BRC**
22121 SW So. Dixie Highway
Miami, Florida 33170
(786) 601-7830

**NANA's Satellite Office-4
NANA & CRC Affordable Housing**
22125 SW So. Dixie Highway
Miami, Florida 33170
(786) 601-7830
Email: ndavis@nanafi.org

NANA's Satellite Office-5
Accelerate South Dade,
10700 Caribbean Blvd. Suite 301
Cutler Bay, FL 33189
Office: (786) 732-0774

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response	District 3 Notes
44	30-3111-023-0260	7250 NW 16 Ave	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
45	30-3111-035-1250	1021 NW 76 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place C201914663677	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
46	30-3111-038-0210	1477 NW 73 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
47	30-3115-005-2110	1714 NW 66 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
48	30-3115-005-2920	1784 NW 63 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
49	30-3115-005-2970	1724 NW 63 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
50	30-3115-005-3780	1822 NW 63 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
51	30-3115-005-3800	1818 NW 63 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning
52	30-3115-005-5250	1876 NW 68 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)		No process number with MDC Zoning

53	30-3122-000-0071	5032 NW 24 AVE	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	No process number with MDC Zoning
54	01-3113-042-1250	5532 NW 6 AVE	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	No process number with the City
55	01-3113-051-0100	137 NE 60 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	BD21-000366-001 BD20-019246-001 BD19-021591-001	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	Application submitted Never paid 01.08.21 Application submitted Never paid 09.22.20 Application submitted Never paid 10.21.19
56	01-3113-065-1170	294 NE 58 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	BD21-000312-001 BD20-019237-001 BD19-020841-001	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	Application submitted Never paid 01.07.21 Application submitted Never paid 09.22.20 Application submitted Never paid 10.10.19
57	01-3114-018-0090	1541 NW 67 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	BD21-000207-001	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	Application submitted Never paid 01.06.21
58	01-3122-014-1180	1866 NW 47 TER	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	BD21-000306-001 BD20-019251-001 BD20-019233-001	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	Application submitted never paid 01.07.21 Application submitted never paid 09.22.20
	01-3122-041-0481	1886 NW 50 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	BD21-000313-001 BD20-019240-001	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	Application submitted Never paid 01.07.21 Application submitted Never paid 09.22.20
60	01-3122-035-0871	1871 NW 41 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	BD21-000365-001 BD20-019244-001	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	Application paid never submitted 01.08.21 Application paid never submitted 09.22.20
61	01-3122-047-0060	1744 NW 44 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	BD17-012293-001	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	Demolition permit 08.15.17
62	30-3115-010-0180	6235 NW 20 AVE	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	No process number with MDC Zoning

63	30-3121-000-0050	4400 NW 31 CT	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	No process number with MDC Zoning
64	30-3121-033-0760	4230 NW 31 AVE	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	No process number with MDC Zoning
65	30-3115-005-2411	1723 NW 64 ST	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	06/15/17	05/15/22	Cookie-Cutter Permit in Place	Liens, Waiver of plat issues, right-of-away dedication issues, and Set-back issues and COVID-19 Issues (lockdowns, County dept. Shut-downs, material supply-line delays and material price increases etc.)	No process number with MDC Zoning

MDC080



Affordable Housing & Community Development, Inc

September 15, 2022

The Honorable Keon Hardemon
 Miami-Dade County Commissioner, District 3
 Attention: Gordon Bello, Chief of Staff
 Stephen P. Clark Center
 111 NW 1st Street, 320, Miami, FL 33128

Re: Request for Price Increase & Extension for 1 Lot in District 3

Dear Commissioner Keon Hardemon:

I am requesting an amended and restated as per agenda item 1(G)1 subject (4C) an increase of the maximum Infill Housing home sales price from \$205,000 to \$299,000 for the one property conveyed to , per Resolution R-975-17, deeded on the 20 day of December 2017 and recorded on the 20th day of December 2017. In addition, I am also requesting a 1-year extension.

The properties and folios are as follows:

Folio #:	Address:	Legal Description:
30-3115-021-0270	1928 NW 67 ST	ORANGE RIDGE EAST PB 44-14 LOT 4 BLK 3 OR 19468-4880 0898 4 COC 22862-1952 11 2004 1

Thank you for your kind assistance in this matter.

Regards,



Ronald Amira, Executive Director
 Affordable Housing & Community Development, Inc.

#	Folio Number	Site Address / PA Legal Description	Developer	Conveyance Date	Projected Lapse Date	Status	Reason for Delay	Developer Response
66	30-3115-021- 0270	1928 NW 67 ST	AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT		05/15/22	60% Complete	COVID, Material Shortages	There is a buyer approved for \$290K, Buyer is aware of the sales increase

MDC082

ATTACHMENT "J"

Instrument prepared by and returned to:

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

Folio No: See Exhibit "A" attached.

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

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this ____ day of _____, 2022 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and _____, a Florida _____ (hereinafter "Developer"), whose _____ address _____, its successors and assigns.

RECITALS

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

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

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

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

WHEREAS, the Developer wishes to develop the Properties and sell the single-family

homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 21-80,

WITNESSETH:

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

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

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

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

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

That the Properties shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

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

the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
 - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs

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

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 14 below.
11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall of no force and effect,

and shall be subordinate to all rights of the County, including the County's right of reverter.

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

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Chairperson or Vice-Chairperson

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

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

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

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

Witness/Attest

By: _____
Name: _____
Title: _____

Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION



CFN 2023R0065893
OR BK 33563 Pgs 2000-2009 (10Pgs)
RECORDED 01/31/2023 12:36:05
DEED DOC TAX \$0.60
SURTAX \$0.45
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021, and Extension of Deed Restrictions recorded in Official Record Book 30966 Pages 1790-1793 of the Public Records of Miami-Dade County on May 4, 2018, and County Deed recorded in Official Record Book 30575 Pages 2000-2007 of the Public Records of Miami-Dade County on June 15, 2017, and Amended and Restated County Deed recorded in Official Record Book 30527 Pages 668-674 of the Public Records of Miami-Dade County on May 9, 2017, and County Deed recorded in Official Record Book 30452 Pages 2118-2124 of the Public Records of Miami-Dade County on March 10, 2017.

AMENDED AND RESTATED COUNTY DEED

January, 2023 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 5120 NW 24th Avenue, Miami, Florida 33142 and its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" (collectively, the "Properties"), consisting of twenty (20) lots (each a "Lot," and collectively, the "Lots") were conveyed to the Developer through that certain County Deed recorded in Official Record Book 30452 Pages 2118-2124 of the Public Records of Miami-Dade County on March 10, 2017, that certain Amended and Restated County Deed recorded in Official Record Book 30527 Pages 668-674 of the Public Records of Miami-Dade County on May 9, 2017, that certain County Deed (CDBG) recorded in Official Record Book 30575 Pages 1993-1999 of the Public Records of Miami-Dade County on June 15, 2017, that certain County Deed recorded in Official Record Book 30575 Pages 2000-2007 of the Public Records of Miami-Dade County on June 15, 2017, that certain Extension of Deed Restrictions recorded in Official Record Book 30966 Pages 1790-1793 of the Public Records of Miami-Dade County on May



4, 2018, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021; and

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

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

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

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

WHEREAS, on December 6, 2022, the Board adopted Resolution No. R-1170-22, which among other things, authorized the execution of this Amended Deed, and an increase in the maximum sales price of the homes to be sold to qualified homebuyers,

WITNESSETH:

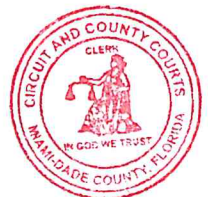
The above recitals are incorporated herein by reference and are adopted and approved as if fully set forth herein.

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

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

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

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Program, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the



Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

That the Properties shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:



"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
 - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for



each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.

9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, shall not be extinguished, save and except for the reverter, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.
11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a



deed back to the County for such Properties.

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of 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:

LUIS G. MONTALDO,
CLERK AD INTERIM

By: _____

Deputy Clerk

Gene Spencer - e102883

Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney

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

By: _____

Oliver G. Gilbert, III, Chairman



The foregoing was authorized by Resolution No. R-1170-22 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



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

IN WITNESS WHEREOF, the representative of NANA CRC AFFORDABLE HOUSING LLC, a Florida LIMITED LIABILITY COMPANY, has caused this document to be executed by their respective and duly authorized representative on this 19TH day of JANUARY, 2023, and it is hereby approved and accepted.

Katharine Berry
Witness/Attest Katharine Berry

By: JOSETTE ELYSEE
Name: JOSETTE ELYSEE
Title: PRESIDENT

KESTON WHITE-MARIN
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19TH day of January, 2023 by JOSETTE ELYSEE as President, on behalf of NANA CRC AFFORDABLE HOUSING LLC, a Florida Limited Liability Company, and s/he () has produced Driver's License as identification or () is personally known to me.

Uniqua White-Marin
Notary Public
State of Florida at Large

My Commission Expires: 03/28/2026



UNIQUEA WHITE-MARIN
Notary Public
State of Florida
Comm# HH245767
Expires 3/28/2026



EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3111-023-0260	CORR PLAT OF LIBERTY CITY PARK PB 41-65 LOT 11 BLK 2
30-3111-035-1250	STEPHENS MANOR PB 14-18 LOT 21 BLK 8
30-3111-038-0210	COMM LIBERTY CITY 2ND SEC PB 18-55 LOTS 33 & 34 BLK 8
30-3115-005-2110	LIBERTY CITY PB 7-79 LOT 19 BLK 8
30-3115-005-2970	LIBERTY CITY PB 7-79 LOT 17 BLK 11
30-3115-005-3780	LIBERTY CITY PB 7-79 LOT 11 BLK 14
30-3115-005-3800	LIBERTY CITY PB 7-79 LOT 13 BLK 14
30-3115-005-5250	LIBERTY CITY PB 7-79 LOT 5 BLK 19
30-3122-000-0071	S 46 FT OF N 108FT OF S1/2 OF SE 1/4 OF NW1/4 OF NW1/4 LESS W 532 FT & LESS E 25FT LOT SIZE 4738 SQ FT
01-3113-042-1250	BUENA VISTA GDNS PB 5-45 LOT 2 LESS W40.20FT LYG IN R/W BLK 8 LOT SIZE 50.000 X 85
01-3113-051-0100	ROCKMOOR VILLA TR PB 4-182 LOT 1 BLK 2
01-3113-065-1170	DIXIE HIGHWAY TR PB 5-24 LOT 2 BLK 9
01-3114-018-0090	NEW LIBERTY CITY PB 39-28 LOT 10 LESS S 5FT BLK 1 LOT SIZE 40.000 X 85
01-3122-014-1180	17TH AVE MANOR PB 18-43 LOT 5 BLK 7
01-3122-047-0060	17TH AVE MANOR 2ND ADD PB 21-23 LOT 8 BLK 1



30-3115-010-0180	BULLARDS PB 9-96 LOT 20 LOT SIZE 50.000 X 70
30-3121-000-0050	BEG AT SE COR OF SW1/4 OF SW1/4 OF NE1/4 N 115FT & W244.4FT FOR POB TH N40FT W90FT S 40FT E90FT TO POB LOT SIZE 40.000 X 90
30-3121-033-0760	LAURAVILLE GARDENS PB 22-28 LOT 13 BLK 5
30-3115-005-2411	LIBERTY CITY PB 7-79 LOT 25 BLK 9

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on JAN 31 2023 day of
_____, AD 20____

WITNESS my hand and Official Seal,

Clerk of Circuit and County Courts
By Tanashia Arnold D.C.

TANASHIA ARNOLD #201144





CFN 2023R0065894
OR BK 33563 Pgs 2010-2020 (11Pgs)
RECORDED 01/31/2023 12:36:05
DEED DOC TAX \$0.60
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021, and County Deed (CDBG) recorded in Official Record Book 30575 Pages 1993-1999 of the Public Records of Miami-Dade County on June 15, 2017.

**AMENDED AND RESTATED COUNTY DEED
(CDBG)**

THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this 31st day of January, 2023 by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company (hereinafter "Developer"), whose address is 5120 NW 24th Avenue, Miami, Florida 33142 and its successors and assigns.

RECITALS

WHEREAS, the real property as more fully described in Exhibit "A" (the "Property"), consisting of one (1) lot (the "Lot") was conveyed to the Developer through certain County Deed recorded in Official Record Book that certain County Deed (CDBG) recorded in Official Record Book 30575 Pages 1993-1999 of the Public Records of Miami-Dade County on June 15, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021; and

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

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



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

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

WHEREAS, on December 6, 2022, the Board adopted Resolution No. R-1170-22, which among other things, authorized the execution of this Amended Deed, and an increase in the maximum sales price of the home to be sold to a qualified homebuyer,

WITNESSETH:

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

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

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

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

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

That the Property shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Board and in accordance with the Infill



Housing Program.

2. Reserved.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That within thirty (30) days of closing on the sale of the home to a qualified household, Grantee shall submit a report to Miami-Dade County's Public Housing and Community Development indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the Community Development Block Grant investment. Program income is defined as the income from the sale of the house.
5. That if the Property is located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
6. That Developer shall not assign or transfer its interest in the Property or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
7. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the



event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

8. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
 - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

9. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Property prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for the single-family home constructed or to be constructed on the Property. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.



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

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

14. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion,



the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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

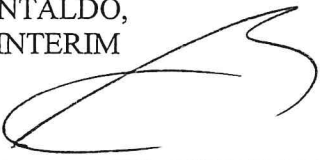


IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

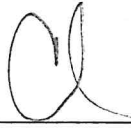
(OFFICIAL SEAL)

ATTEST:

LUIS G. MONTALDO,
CLERK AD INTERIM

By: 
Deputy Clerk

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

By:  
Oliver G. Gilbert, III, Chairman

Gene Spencer - e102883

Approved for legal sufficiency:

By: 
Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-1170-22 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



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

IN WITNESS WHEREOF, the representative of NANA 3 CRC AFFORDABLE HOUSING, LLC a Florida LIMITED LIABILITY COMPANY, has caused this document to be executed by their respective and duly authorized representative on this 19TH day of JANUARY, 2023, and it is hereby approved and accepted.

Kildare Berry
Witness/Attest Kildare Berry

By: Josee Elysee
Name: JOSETTE ELYSEE
Title: PRESIDENT

Keston White-Marin
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of January, 2023 by Josee Elysee as President, on behalf of NANA 3 CRC Affordable Housing LLC, a Florida Limited Liability Company, and s/he () has produced Driver's License as identification or () is personally known to me.

Uniqua White-Marin
Notary Public
State of Florida at Large

My Commission Expires: 03/28/2026



UNIQUEA WHITE-MARIN
Notary Public
State of Florida
Comm# HH245767
Expires 3/28/2026



EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3115-005-2920	LIBERTY CITY PB 7-79 LOT 11 BLK 11





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 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.

FY 2022 INCOME LIMITS Effective April 18, 2022

Area Median Income (AMI): \$68,300				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	☐	\$20,500	☐	\$34,150	☐	\$54,600
☐	2	☐	\$23,400	☐	\$39,000	☐	\$62,400
☐	3	☐	\$26,350	☐	\$43,900	☐	\$70,200
☐	4	☐	\$29,250	☐	\$48,750	☐	\$78,000
☐	5	☐	\$32,470	☐	\$52,650	☐	\$84,250
☐	6	☐	\$37,190	☐	\$56,550	☐	\$90,500
☐	7	☐	\$41,910	☐	\$60,450	☐	\$96,750
☐	8	☐	\$46,630	☐	\$64,350	☐	\$103,000

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.



This material is available in an accessible format upon request.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on JAN 31 2023 day of JAN, AD 20
WITNESS my hand and Official Seal,
Clerk of Circuit and County Courts
By TANASHIA ARNOLD D.C.



TANASHIA ARNOLD #201144



CFN 2024R0032093
OR BK 34049 Pgs 2788-2795 (8Pgs)
RECORDED 01/11/2024 10:22:28
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 33184 Pages 328-331 of the Public Records of Miami-Dade County on May 12, 2022, and County Deed recorded in Official Record Book 30799 Pages 3626-3632 of the Public Records of Miami-Dade County on December 20, 2017 as to Folio No. 30-3115-021-0270 only.

AMENDED AND RESTATED COUNTY DEED

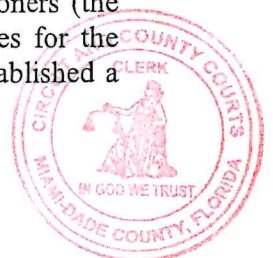
THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this 21 day of December, 2023 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **Affordable Housing and Community Development, Inc.**, a Florida not-for-profit corporation (hereinafter "Developer"), whose address is 13611 S. Dixie Hwy #109, Suite 434, Miami, Florida 33176 and its successors and assigns.

RECITALS

WHEREAS, the real property as more fully described in Exhibit "A" (the "Property"), consisting of one (1) lot (the "Lot,"), was conveyed to the Developer through that certain County Deed recorded in Official Record Book 30799 Pages 3626-3632 of the Public Records of Miami-Dade County on December 20, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 33184 Pages 328-331 of the Public Records of Miami-Dade County on May 12, 2022; and

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

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



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

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

WHEREAS, on December 6, 2022, the Board adopted Resolution No. R-1170-22, which among other things, authorized the execution of this Amended Deed, and an increase in the maximum sales price of the homes to be sold to qualified homebuyers,

WITNESSETH:

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

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

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

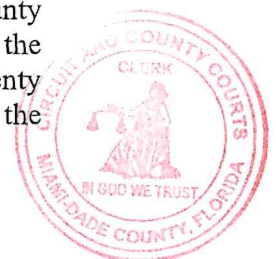
THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing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

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

That the Property shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Property or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."



7. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Property prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each single-family home constructed or to be constructed on the Property. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Property, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Property in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, shall not



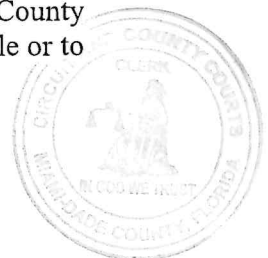
be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.

11. In the event that Developer mortgages the Property without compliance with sections 7 through 10 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the home described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Property.

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



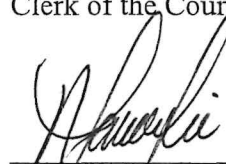
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

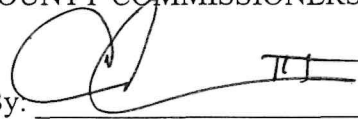
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:


(Deputy Clerk Signature)



By:



Oliver G. Gilbert, III, Chairman

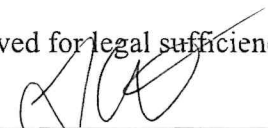
Print Name: Anthony Lavadie - e302751

Date:

12/21/2023

Approved for legal sufficiency:

By:


Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-1170-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



In agreeing and accepting this Deed **Affordable Housing and Community Development, Inc.** agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. **Affordable Housing and Community Development, Inc.** agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative **Affordable Housing and Community Development, Inc.**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 10 day of July, 2023, and it is hereby approved and accepted.

Witness/Attest

Printed Name

Witness/Attest

Printed Name

By:

Name:

Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of July, 2023 by Brandon Amira as Director, on behalf of **Affordable Housing and Community Development, Inc.**, a Florida not-for-profit corporation, and s/he (✓) has produced FL DR license as identification or () is personally known to me.

Notary Public

State of Florida at Large

My Commission Expires: Sep 27, 2025

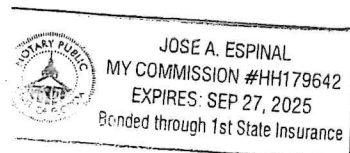


EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3115-021-0270	ORANGE RIDGE EAST PB 44-14 LOT 4 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 24 day of Jan AD 29
WITNESS my hand and Official Seal.
By [Signature] Clerk of Circuit and County Courts
D.C.
Miriam Perdomo #311459





CFN 2024R0035961
OR BK 34051 Pgs 1793-1800 (8Pgs)
RECORDED 01/12/2024 12:13:33
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 33136 Pages 4272-4277 of the Public Records of Miami-Dade County on April 18, 2022 and the County Deed recorded in Official Record Book 31285 Pages 2920-2925 of the Public Records of Miami-Dade County on January 10, 2019 as to Folio No. 01-3207-042-0200 only.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this 21 day of December, 2023 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HOUSING PROGRAMS, INC.**, a Florida not-for-profit corporation (hereinafter "Developer"), whose address is 16499 NE 19th Ave Suite 212 Miami, Florida 33162, and its successors and assigns.

RECITALS

WHEREAS, the real property as more fully described in Exhibit "A" (the "Property"), consisting of one (1) lot (the "Lot,") was conveyed to the Developer through that certain County Deed recorded in Official Record Book 31285 Pages 2920-2925 of the Public Records of Miami-Dade County on January 10, 2019, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 33136 Pages 4272-4277 of the Public Records of Miami-Dade County on April 18, 2022 ; and

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

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

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



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

WHEREAS, on December 6, 2022, the Board adopted Resolution No. R-1170-22, which among other things, authorized the execution of this Amended Deed, and an increase in the maximum sales price of the homes to be sold to qualified homebuyers,

WITNESSETH:

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

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

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

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

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

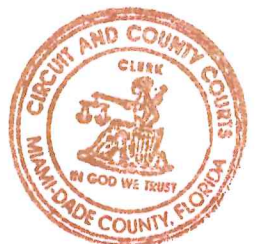
That the Property shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.



3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Property or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."
7. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due. Developer shall not suffer any levy or attachment



to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:

- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Property prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each single-family home constructed or to be constructed on the Property. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Property, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Property in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the



land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.

11. In the event that Developer mortgages the Property without compliance with sections 7 through 10 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the home described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Property.

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



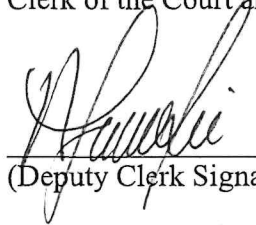
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

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

By:


(Deputy Clerk Signature)



By:


Oliver G. Gilbert, III, Chairman

Print Name: Anthony Lavadie - e302751

Date:

12/21/2023

Approved for legal sufficiency:

By:


Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-1170-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



In agreeing and accepting this Deed, **HOUSING PROGRAMS, INC.** agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. **HOUSING PROGRAMS, INC.** agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative **HOUSING PROGRAMS, INC.**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 10 day of July, 2023, and it is hereby approved and accepted.

James Dixon
Witness/Attest

JAMES DIXON
Printed Name

[Signature]
Witness/Attest

Natalie Feldman
Printed Name

By: [Signature]
Name: ISAAC SIMON
Title: C.E.O.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of July, 2023 by Isaac Simon as President, on behalf of **HOUSING PROGRAMS, INC.**, a Florida not-for-profit corporation, and s/he () has produced _____ as identification or (X) is personally known to me.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

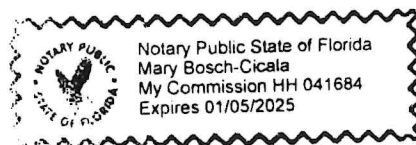


EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
01-3207-042-0200	LITTLE RIVER GARDENS PB 4-188 N124FT OF LOT 9 BLK 2

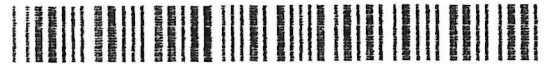
STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on _____ day of
JAN 12 2024, AD 20_____
WITNESS my hand and Official Seal.

Clerk of Circuit and County Courts

By _____

Jennifer Darius #311227





CFN 2024R0035980
OR BK 34051 Pgs 1885-1892 (8Pgs)
RECORDED 01/12/2024 12:21:15
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the County Deed recorded in Official Record Book 31411 Pages 1431-1437 of the Public Records of Miami-Dade County on April 22, 2019.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this 21 day of December, 2023 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **Mount Sinai Community Development Corporation**, a Florida not-for-profit corporation (hereinafter "Developer"), whose address is 677 NW 47th Street, Miami, Florida 33127 and its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" (collectively, the "Properties"), consisting of three (3) lots (each a "Lot," and collectively, the "Lots") were conveyed to the Developer through that certain County Deed recorded in Official Record Book 31411 Pages 1431-1437 of the Public Records of Miami-Dade County on April 22, 2019; and

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

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

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



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

WHEREAS, on December 6, 2022, the Board adopted Resolution No. R-1170-22, which among other things, authorized the execution of this Amended Deed, and an increase in the maximum sales price of the homes to be sold to qualified homebuyers,

WITNESSETH:

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

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

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

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

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

That the Properties shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the



relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the



requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:

- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.



11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



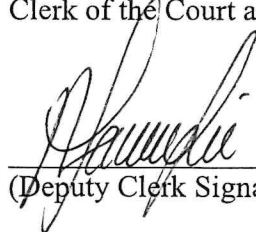
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

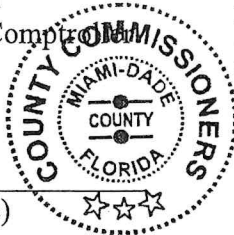
(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

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

By:


(Deputy Clerk Signature)



By:

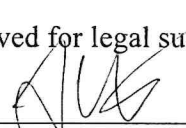

Oliver G. Gilbert, III, Chairman

Print Name: Anthony Lavadie - e302751

Date: 12/21/2023

Approved for legal sufficiency:

By:


Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-1170-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



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

IN WITNESS WHEREOF, the representative of **Mount Sinai Community Development Corporation**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 8 day of September 2023, and it is hereby approved and accepted.

JACQUEZUA HENDERSON

Witness/Attest

[Signature]
Printed Name

LATISHA DENNIS

Witness/Attest

LATISHA DENNIS

Printed Name

By: [Signature]

Name: JOHNNY BARBER

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 8th day of SEPT., 2023 by JOHNNY BARBER as PRESIDENT, on behalf of **Mount Sinai Community Development Corporation**, a Florida not-for-profit corporation, and s/he () has produced _____ as identification or () is personally known to me.

Vanessa Thomas

Notary Public

State of Florida at Large

My Commission Expires:

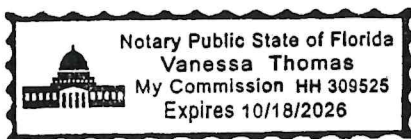


EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
01-3114-019-0960	HENRY FORD SUB NO 2 PB 9-119 W1/2 LOT 41 & LOT 42 BLK 4
01-3114-027-1370	EAST LIBERTY CITY SEC A PB 39-19 LOT 23 LESS N5FT & LOT 24 BLK 6
01-3123-006-0710	BOWLING GREEN PB 5-101 S67.5FT OF LOTS 1 & 2 BLK 5

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on _____ day of
JAN 12 2024, AD 20_____
WITNESS my hand and Official Seal.

Clerk of Circuit and County Courts

By _____ D.C.
Jennifer Darius #311227





CFN 2024R0036227
OR BK 34051 Pgs 2474-2481 (8Pgs)
RECORDED 01/12/2024 13:54:52
DEED DOC TAX \$0.60
SURTAX \$0.45
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the County Deed recorded in Official Record 32178 Pages 2605-2613 of the Public Records of Miami-Dade County on November 2, 2020 and County Deed recorded in Official Record Book 32178 Pages 2597-2604 of the Public Records of Miami-Dade County on November 2, 2020.

AMENDED AND RESTATED COUNTY DEED

December **THIS AMENDED AND RESTATED DEED** ("Amended Deed"), made this 21 day of *December*, 2023 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **Palmetto Homes Urban Development Group, Inc.**, a Florida not-for-profit corporation (hereinafter "Developer"), whose address is 4952 NW 7th Avenue, Miami, Florida 33127 and its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" (collectively, the "Properties"), consisting of three (3) lots (each a "Lot," and collectively, the "Lots") were conveyed to the Developer through that certain County Deed recorded in Official Record Book 32178 Pages 2597-2604 of the Public Records of Miami-Dade County on November 2, 2020, and that certain County Deed recorded in Official Record Book 32178 Pages 2605-2613 of the Public Records of Miami-Dade County on November 2, 2020; and

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

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



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

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

WHEREAS, on December 6, 2022, the Board adopted Resolution No. R-1170-22, which among other things, authorized the execution of this Amended Deed, and an increase in the maximum sales price of the homes to be sold to qualified homebuyers,

WITNESSETH:

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

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

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

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

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

That the Properties shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.



2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."



7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order,



all deed restrictions and provisions set forth in this Amended Deed, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.

11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



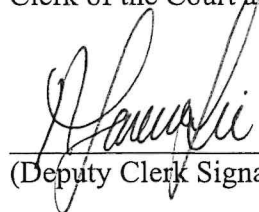
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

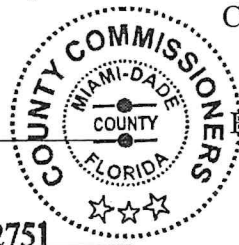
(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

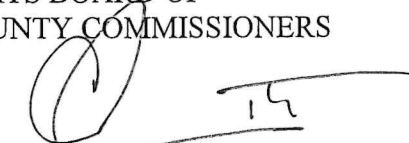
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:


(Deputy Clerk Signature)



By:


Oliver G. Gilbert, III, Chairman

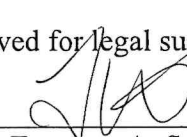
Print Name: Anthony Lavadie - e302751

Date:

12/21/2023

Approved for legal sufficiency:

By:


Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-1170-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



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 14 day of June, 2023, and it is hereby approved and accepted.

Brian Green

Witness/Attest

BRIAN GREEN

Print Name

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

Patricia Knowles

Witness/Attest

Patricia Knowles

Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of June, 2023 by Tashala Knowles as President, 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 FL DL as identification.

(SEAL)

[Signature]

Notary of- State of Florida

Commission Number: GG943926



Eric Prospere
Comm. # GG943926
Expires: Jan. 30, 2024
Bonded Thru Aaron Notary



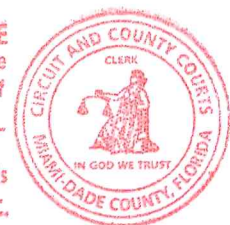
EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
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
30-3122-025-0530	TREASURE HTS PB 12-72 E50FT OF LOT 13 BLK 3
30-3122-007-0370	FEATHERSTONE PARK PB 13-27 LOT 28 BLK 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 JAN 12 2024 day of
AD 20

WITNESS my hand and Official Seal.

By [Signature], Clerk Ad Interim of Circuit and County Courts
D.C.





CFN 2024R0177362
DR BK 34123 Pgs 4105-4113 (9Pgs)
RECORDED 03/07/2024 10:14:29
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32849, Pages 2214-2218 of Public Records of Miami-Dade County on November 15, 2021, the Amended and Restated Deed recorded in Official Record Book 30575, Pages 1425-1434 of Public Records of Miami-Dade County on June 15, 2017, Extension of Deed Restrictions recorded in Official Record Book 29746, Pages 249-264 of Public Records of Miami-Dade County on August 20, 2015, and County Deed recorded in Official Record Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014, only as it relates to the 2 properties listed in Exhibit A.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this 5th day of February 2024 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 **Cazo Construction Corporation**, a Florida corporation (hereinafter "Developer"), whose address is **3461 SW 8 Street, Miami, FL 33135** and its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" (collectively, the "Properties"), consisting of two (2) lots (each a "Lot," and collectively, the "Lots") were conveyed to the Developer through that certain County Deed recorded in Official Record Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014, and Extension of Deed Restrictions recorded in Official Record Book 29746, Pages 249-264 of Public Records of Miami-Dade County on August 20, 2015, and Amended and Restated Deed recorded in Official Record Book 30575, Pages 1425-1434 of Public Records of Miami-Dade County on June 15, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32849, Pages 2214-2218 of Public Records of Miami-Dade County on November 15, 2021; and

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



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

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

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

WHEREAS, on December 6, 2022, the Board adopted Resolution No. R-1170-22, which among other things, authorized the execution of this Amended Deed, and an increase in the maximum sales price of the homes to be sold to qualified homebuyers,

WITNESSETH:

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

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

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

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

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



That the Properties shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County.



Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic’s lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
 - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, the Developer shall



provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.

10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.
11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such



satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



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

(OFFICIAL SEAL)



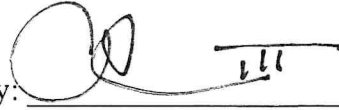
ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

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

By:


(Deputy Clerk Signature)

By:


Oliver G. Gilbert, III, Chairman

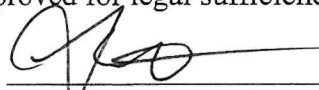
Print Name: Shania Momplaisir - e182136

Date:

2/15/2024

Approved for legal sufficiency:

By:


Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-1170-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



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

IN WITNESS WHEREOF, the representative of **Cazo Construction Corporation**, a Florida corporation, has caused this document to be executed by their respective and duly authorized representative on this 20th day of NOV., 2023, and it is hereby approved and accepted.

Tania Cazo
Witness/Attest

By: [Signature]
Name: ARMANDO CAZO, I
Title: PRES.

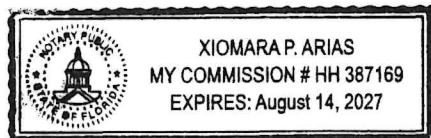
TANIA CAZO
Printed Name 5812 Coral Way Miami, FL 33155

[Signature]
Witness/Attest

Julian Cazo
Printed Name 5808 Coral Way Miami, FL 33155

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of November, 2023 by Armando Cazo as President, on behalf of **Cazo Construction Corporation**, a Florida corporation, and s/he () has produced _____ as identification or (✓) is personally known to me.



[Signature]

Notary Public
State of Florida at Large

My Commission Expires: August 14, 2027



EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3122-021-0500	SUNNY SLOPE PK PB 15-11 LOT 22 BLK 3
30-3121-016-0120	SEMINOLE CREST PB 15-62 N100FT LOT 12

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

MAR 07 2024

AD 20

WITNESS my hand and Official Seal.

By *Tosca Whitfield* Clerk of Circuit and County Courts D.C.



Tosca Whitfield #212817



CFN 2024R0922628
OR BK 34527 Pgs 2453-2460 (8Pgs)
RECORDED 12/10/2024 10:14:54
DEED DOC TAX \$0.60
SURTAX \$0.45
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 30576 Pages 3731-3737 of the Public Records of Miami-Dade County on June 16, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 453-458 of the Public Records of Miami-Dade County on May 26, 2021; solely as it relates to the properties listed in Exhibit A, attached hereto and incorporated herein by reference.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this 14th day of November, 2024 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of **Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **COLLECTIVE DEVELOPERS, LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 4900 W. Hallandale Beach Boulevard, Pembroke Park, FL 33023, its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" (the "Properties"), consisting of thirteen (13) lots (each a "Lot," and collectively, the "Lots") were conveyed to the Developer through that certain County Deed recorded in Official Records Book 30576 Pages 3731-3737 of the Public Records of Miami-Dade County on June 16, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 453-458 of the Public Records of Miami-Dade County on May 26, 2021; and

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

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

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Properties and the County has agreed



to increase the sales price cap from \$205,000.00 to the relevant County maximum sales price as set forth in the County Code and existing at the time of sale; and

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

WITNESSETH:

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

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

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

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

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

That the Properties shall be developed and construction completed within one (1) year of the recording of this Amended Deed, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County



Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default Within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that



Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:

- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on



any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth in paragraph 13 below.

11. In the event that Developer mortgages the Properties without compliance with sections 7 through 10 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 1 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the circuit Court of Miami-Dade County, Florida.

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



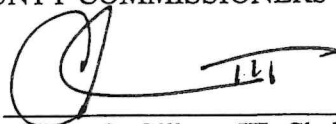
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

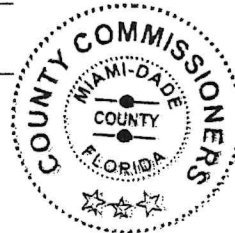
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 
(Deputy Clerk Signature)

By: 
Oliver G. Gilbert, III, Chairman

Print Name: Eva Osorio - e405757

Date: 11/14/2024



Approved for legal sufficiency:

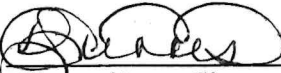
By: 
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-1170-22 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of December, 2022.



In agreeing and accepting this Deed, **COLLECTIVE DEVELOPERS, LLC**, a Florida limited liability company, agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. **COLLECTIVE DEVELOPERS, LLC**, a Florida limited liability company, agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of **COLLECTIVE DEVELOPERS, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 11th day of October, 2024, and it is hereby approved and accepted.



Witness/Attest Signature
Janice C. Minnis

Print Name
4407 SW 28 Street
Address WEST PARK, FL 33023



Witness/Attest Signature
Derrick Jones, Sr.

Print Name
2951 NW 210 Terr. Miami Gardens, FL 33056
Address

COLLECTIVE DEVELOPERS, LLC
by: Collective Empowerment Group of South
Florida Inc., its Sole Member.
By: Robert Joaquin Willis
Name: Robert Joaquin Willis
Title: President

STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of October, 2024 by Robert Joaquin Willis as President, on behalf of **COLLECTIVE DEVELOPERS, LLC**, a Florida limited liability company, and s/he ☒ has produced Florida Drivers as identification or ☐ is personally known to me.

Cynthia Ledgister

Notary Public
State of Florida at Large

My Commission Expires:
July 5th 2027



EXHIBIT "A"
LEGAL DESCRIPTION

FOLIO	LEGAL DESCRIPTION
30-3115-005-5610	15 53 41 LIBERTY CITY PB 7-79 LOTS 10 & 11 BLK 20
30-3121-000-0290	21 53 41 .17 AC BEG SE COR OF SW1/4 OF SW1/4 OF NE1/4 N195FT W122.2FT FOR POB W90 FT S80 FT E90FT N80FT TO POB
30-3101-013-0440	SECURITY HOMESITES PB 39-21 LOT 2 BLK 5
30-3111-031-1070	11 53 41 OAKLAND PARK PB 10-50 LOTS 1-2 & N1/2 LOT 3 BLK 6
30-3115-000-0100	15 53 41 BEG 600FTN OF SE COR OF SE 1/4 OF SW1/4 OF NE1/4 N50FT W150FT S50FT E150FT TO POB
30-3115-000-0300	15 53 41 BEG 150FTN OF SE COR OF E1/2 OF SE1/4 OF SW1/4 OF NE1/4 OF N100FT W150FT S100FT E150FT TO POB
01-3218-007-0030	18 53 42 ACADIA SUB PB 3-216 LOT 3
01-3113-024-1730	SEVENTH AVE HIGHLANDS PB 14-13 LOTS 29 & 30 BLK 9
01-3113-060-0660	BISCAYNE AVE TR PB 3-195 LOT 19 BLK 4
01-3123-011-0740	23 53 41 CRESTWOOD PB 8-7 LOT 15 BLK 4
01-3123-012-0210	PALM PARK AMD PB 7-43 ALL OF LOT 23 & LOT 24 LESS E5.2FT BLK 1
01-3123-018-0120	ALLAPATTAH VIEW PB 12-67 LOT 13 BLK 1
01-3123-038-0500	CEDARHURST PB 11-18 LOT 52 & STRIP 35FT X 50FT ADJ LOT 52 ON S

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office 12/20/2024
JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County
Deputy Clerk [Signature]



Miriam Perdomo #311459



This Instrument prepared:
Terrence Smith, Assistant County Attorney
County Attorney Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

CFN 2024R0922627
OR BK 34527 Pgs 2448-2452 (5Pgs)
RECORDED 12/10/2024 10:14:54
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Return to:
Public Housing and Community Development
Attn: Oscar Barco, Real Estate Officer
701 NW 1st Court, 16th Floor
Miami, Florida 33136

Folio Nos: See Exhibit "A" attached.

NOTICE REGARDING REVERSIONARY INTEREST AND EXTENSION

THIS NOTICE REGARDING REVERSIONARY INTEREST AND EXTENSION ("Notice") is made this 4th day of November, 2024 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,

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" of the County Deed were conveyed to **COLLECTIVE DEVELOPERS, LLC.**, (the "Developer"), through that certain County Deeds (the "Deeds") recorded in Official Record Book 30576 Pages 3731-3737 of the Public Records of Miami-Dade County on June 16, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 453-458 on May 26, 2021, and Amended and Restated County Deed recorded in Official Record Book 34063 Pages 2548-2555 of the Public Records of Miami-Dade County on January 23, 2024, solely as it relates to the property listed in Exhibit A, attached hereto and incorporated herein by reference (Folio No. 01-3122-008-1800); and

WHEREAS, pursuant to paragraph 2 of the Deeds, the properties, which are more fully described in Exhibit "A," attached hereto and incorporated herein by reference, were to be developed within two (2) years of the recording of the deeds, and the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners (the "Board") finding it necessary to extend the timeframe in which the Developer must complete the "dwelling units" as this term is defined in the Deeds; and

WHEREAS, the County wishes to give notice that it did not exercise its right of reverter as set forth in paragraphs 2, 3, 8, 9, 10, 11 and 12 of the Deeds nor did it provide the Developer with any default notices required therein in order to exercise such right of reverter; and

WHEREAS, instead the County wishes to grant an extension for the Developer to obtain the required certificate of occupancy; and



WHEREAS, as required by the Deeds, on December 6, 2022 the Board adopted Resolution No. R-1170-22, which authorized the County Mayor or the County Mayor's designee to grant a one-year extension for the Developer to comply with the terms of the deeds.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows;

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The deadline for development of each of the properties described in Exhibit A attached hereto and incorporated herein by reference, as evidenced by the issuance of a final certificate of occupancy, as required by the Deed, is hereby extended for an additional one (1)
3. year from the date of recording.
4. By granting the extension described in paragraph 2 above, the County does not release or waive its reversionary interest in the properties, or to avail itself of any of the remedies set forth in the Deeds.



IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor or the County Mayor's designee, has caused these present to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 14th day of NOVEMBER, 2024.

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

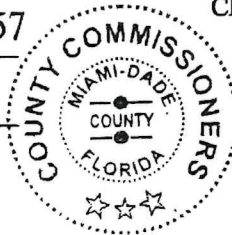
MIAMI-DADE COUNTY
A political subdivision
of the State of Florida

By: Eva Osorio
(Deputy Clerk Signature)

By: Cathy Burgos
Chief Community Services Officer

Print Name: Eva Osorio - e405757

Date: 11/14/2024



Approved for legal sufficiency:

By: Terrence A. Smith
Assistant County Attorney

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of November, A.D. 2024, by Cathy Burgos, the Chief Community Services Officer, of Miami-Dade County, Florida, on behalf of the Board of County Commissioners.



SHIRLEY L. JONES
Commission # HH 523645
Expires September 2, 2028

Name: Shirley L. Jones
Notary Public, State of Florida

Printed: Shirley L. Jones

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced



IN WITNESS WHEREOF, the representative **COLLECTIVE DEVELOPERS, LLC**, a Florida Limited Liability Company, has caused this document to be executed by their respective and duly authorized representative on this 11th day of October, 2024, and it is hereby approved and accepted.

COLLECTIVE DEVELOPERS, LLC
by: Collective Empowerment Group of South
Florida, Inc., its Sole Member.

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

[Signature]
Witness/Attest

Janice C. Minnis
Print Name

Derrick Jones, Sr.
Print Name

[Signature]
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of October, A.D. 2024, by Robert Joaquin Willis, as President of Collective Empowerment Group of South Florida Inc., its Sole Member.
COLLECTIVE DEVELOPERS, LLC, a Florida Limited Liability Company.

Name: Cynthia Ledgister
Notary Public, State of Florida

Printed: Cynthia Ledgister

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced Florida Drivers



EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
01-3122-008-1800	GARDEN CITY PB 5-73 E68.63 OF LOTS 29 & 30 BLK 8

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office 12/10 AD, 20 24
JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County
Deputy Clerk [Signature]



Miriam Perdomo #311459