

Date: February 21, 2023

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

Agenda Item No. 5(E)

From: Lourdes M. Gomez, Director 
Department of Regulatory and Economic Resources

Resolution No. R-132-23

Subject: Resolution Approving the Plat of AHS Old Cutler North Filed by Village at Old Cutler, LLC

Recommendation

The following plat is submitted for consideration by the Board of County Commissioners (Board) for approval. This plat for AHS Old Cutler North is bounded on the north by SW 216 Street, on the east by Florida's Turnpike, on the south by Old Cutler Road, and on the west by SW 107 Avenue.

The Miami-Dade County Plat Committee recommends approval of this plat. The Plat Committee is comprised of representatives from:

- Florida Department of Transportation;
- Florida Department of Health;
- Miami-Dade County School Board; and
- Miami-Dade County Departments of Fire Rescue; Parks, Recreation and Open Spaces; Regulatory and Economic Resources; Transportation and Public Works; and Water and Sewer.

Pursuant to Ordinance No. 16-73, this quasi-judicial matter may be submitted directly for placement on the Board's meeting agenda by the Director of the Department of Regulatory and Economic Resources.

A location sketch is attached to this memorandum as Exhibit A.

Full scale copy of the plat and legal description of the boundaries of the land being subdivided, as well as the plat restrictions contained therein, are on file with the Department of Regulatory and Economic Resources.

Scope

This plat is located in Commission District 9, which is represented by Commissioner Kionne L. McGhee.

Delegation of Authority

There are no delegation requirements with this item.

Fiscal Impact/Funding Source

If this plat is approved, the fiscal impact to the county would be approximately \$4,900.00 annually for the maintenance new roadway construction adjacent to the project. These costs would be covered by the Department of Transportation and Public Works' annual General Fund allocation.

Track Record/Monitor

The Development Services Division within the Department of Regulatory and Economic Resources administers the processing of plats and waivers of plat, and the person responsible for this function is Raul A. Pino, P.L.S.

Background

AHS Old Cutler North T-24464

- Located in Section 17, Township 56 South, Range 40 East.
- Zoning: RU-2.
- Proposed Usage: 202 apartment units.
- Number of Parcels: Two.
- This plat meets concurrency.
- Available public water and sewer lines abut the proposed subdivision. The parcels are required to connect to public water and public sanitary sewers.

Developer's Obligation

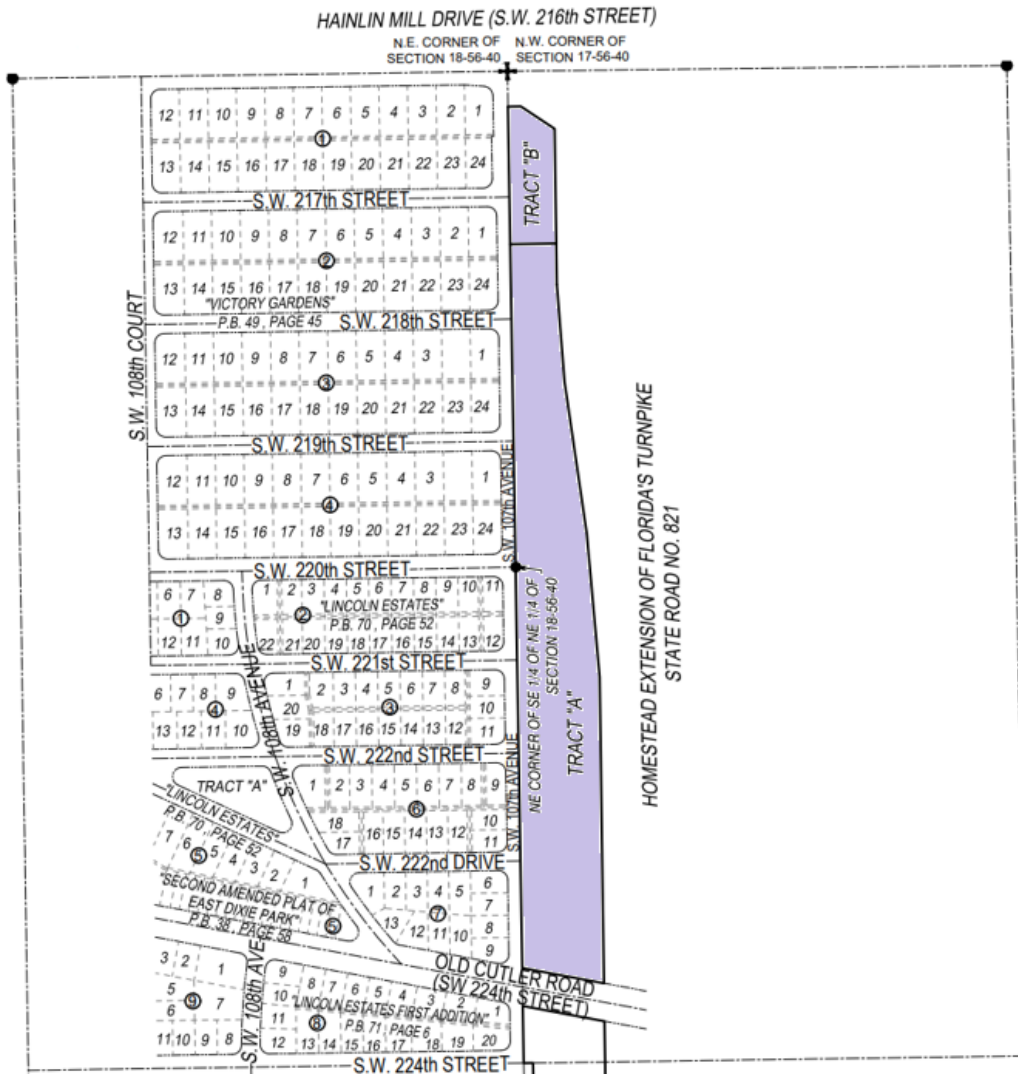
Clearing, mobilization, maintenance of traffic, paving, drainage, sidewalks, curb & gutter, valley gutter, curb, detectable warning surfaces, landscaping, traffic control signs, and monumentation which are bonded under bond number 8320 in the amount of \$1,579,295.00.

AHS OLD CUTLER NORTH

T-24464

Sec. 17 Twp. 56 South Rge. 40 East

EXHIBIT A



MDC003



MEMORANDUM

(Revised)

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

DATE: February 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(E)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(E)
2-21-23

RESOLUTION NO. _____ R-132-23

RESOLUTION APPROVING THE PLAT OF AHS OLD CUTLER NORTH, FILED BY VILLAGE AT OLD CUTLER, LLC, LOCATED IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 56 SOUTH, RANGE 40 EAST (BOUNDED ON THE NORTH BY SW 216 STREET, ON THE EAST BY FLORIDA'S TURNPIKE, ON THE SOUTH BY OLD CUTLER ROAD, AND ON THE WEST BY SW 107 AVENUE)

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

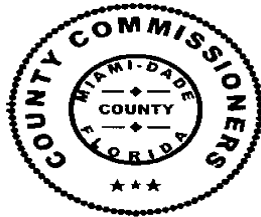
WHEREAS, Village at Old Cutler, LLC, a Florida limited liability company, has this day presented to this Board a plat of certain lands lying in Miami-Dade County, Florida, said plat to be known as "AHS Old Cutler North," the same being a subdivision of a portion of land lying and being in the Northwest 1/4 of Section 17, Township 56 South, Range 40 East, Miami-Dade County, Florida, and it appears that all requirements of law concerning said plat insofar as the authority of this Board is concerned have been complied with,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that said plat is hereby approved; that the dedication of the streets, alleys and other rights-of-way however designated or depicted on said plat is hereby accepted; that the Miami-Dade County Plat Restrictions as listed on said plat are approved and are to be enforced; that approval of the plat is not a waiver of any zoning regulations; and that the requirements of the zoning existing on this land at the time this resolution is approved shall be enforced whether or not the various parcels on this plat conform to those requirements.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** ,
 who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins**
 and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of February, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Lauren E. Morse

ATTACHMENT "D"

CFN 2024R0032096
OR BK 34049 Pgs 2811-2818 (8Pgs)
RECORDED 01/11/2024 10:28:07
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

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

Folio No: See Exhibit "A" attached.

The purpose of this Corrective County Deed ("Corrective Deed") is to correct a scrivener's error in the Amended and Restated County Deed ("Deed"), dated March 17, 2022, and recorded in the Official Records Book 33101, Pages 4873-4879 of the Public Records of Miami-Dade County on April 1, 2022, which includes an incomplete legal description as described in Exhibit A of such deed. This Corrective County Deed shall supersede and replace that Amended and Restated County Deed.

CORRECTIVE COUNTY DEED

THIS DEED, made this 9 day of January, 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 **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (the "Building Better Communities"), whose address is 12750 SW 218 Terrace, Miami, Florida 33170, or its successors and assigns.

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

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

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

1. That the Property shall be developed by Building Better Communities affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Infill Housing Initiative Program, established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines; and the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations, Part 570. Building Better Communities shall sell such



Dwelling Units to qualified homebuyers whose income range is established up to 80% of the most recent median family income ("AMI") for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

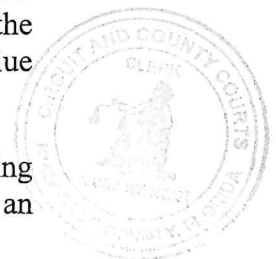
2. That the Property shall be developed by July 19, 2023, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the timeframe in which Building Better Communities must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Building Better Communities must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued by July 19, 2023, any party may rely upon the fact that the reverter has occurred, and that title has reverted to the County.
3. That the Dwelling Units developed on the Property shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County (however, such qualified household's AMI shall not be greater than 80% in accordance with the CDBG program), but under no circumstances shall the sales price of the home exceed the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Building Better Communities fails to sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and Building Better Communities, upon written notification from the County, fails to cure such default, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Building Better Communities 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 the qualified household, Grantee shall submit a report in the form Attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department, indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.



5. That if the Property is located within the HOPE VI Target Area (hereinafter "Target Area"), Building Better Communities 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 Building Better Communities to notify these residents of the availability of homeownership opportunities.
6. That Building Better Communities shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
7. Building Better Communities shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from Building Better Communities to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

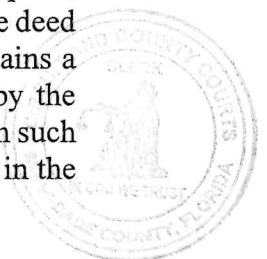
This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from Building Better Communities 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 Building Better Communities shall pay real estate taxes and assessments on the Property or any part thereof when due. Building Better Communities 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 Building Better Communities may encumber the Property with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an



amount(s) not to exceed the value of the Improvements as determined by an appraiser.

- c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
9. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
 10. 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 Building Better Communities, or if Building Better Communities fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Building Better Communities ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Building Better Communities shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Building Better Communities fails to remedy the default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Building Better Communities 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 notice being provided by the County, regardless of the deed back to the County by Building Better Communities. 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. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.



11. 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.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Building Better Communities with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



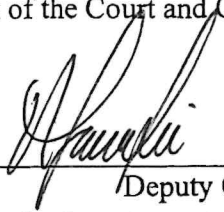
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

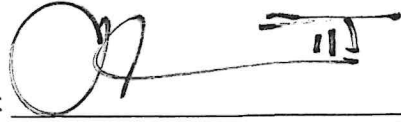


ATTEST:

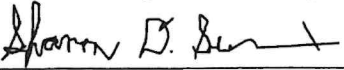
JUAN FERNANDEZ-BARQUIN,
Clerk of the Court and Comptroller

By: 
Deputy Clerk
Anthony Lavadie - e302751

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

By: 
Oliver G. Gilbert, III, Chairman

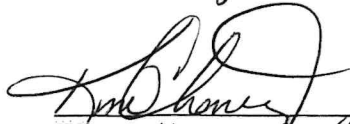
Approved for legal sufficiency:

By: 
Shannon D. Summerset
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-132-22** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 1st day of February, 2022.



IN WITNESS WHEREOF, the representative **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 4 day of January, 2024 and it is hereby approved and accepted.


Witness/Attest Raymond Chavez
18400 SW 97 Ave Cutler Bay FL
33157


Witness/Attest Lilianys Diaz
18400 SW 97 Ave Cutler Bay FL
33157

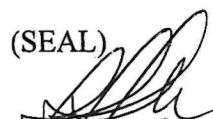
By: 
Name: Farrel Owens
Title: President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 04 day of January, 2024 by Farrel Owens as President, on behalf of **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. 0520-250-71-367-0 as identification.

(SEAL)


Lilianys Diaz
Notary of- State of Florida

Commission Number: _____

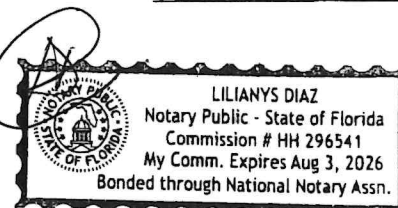


EXHIBIT A

Folio	Legal Description
10-7813-028-0280	BETTY LU HOMESITES PB 45-11 LOT 1 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 11/24 day of AD 20

WITNESS my hand and Official Seal.

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



Miriam Perdomo #311459