

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 11(A)(3)

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

DATE: April 18, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution amending Resolution No. R-1170-22 to remove certain conditions pertaining to five properties (Folio Nos. 30-3121-028-0340, 30-3115-040-0301, 01-3124-013-2550, 30-3121-026-0700, and 30-3115-005-3760) previously conveyed to Collective Developers LLC, a Florida limited liability company and an entity formed by Collective Empowerment Group of South Florida Inc, a 501(c)(3) not-for-profit corporation, and to authorize a six-month extension, if necessary, to allow such developers to obtain final certificates of occupancy for each home to be sold to qualified households and to close on the sale of such homes; authorizing the Chairperson or Vice-Chairperson of the Board to execute an amended and restated County deed solely pertaining to these 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 deed, and to execute an instrument evidencing the extension granted herein

Resolution No. R-375-23

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/uw

MDC001



MEMORANDUM

(Revised)

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

DATE: April 18, 2023

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 *Daniella Lencina* Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(3)
4-18-23

RESOLUTION NO. R-375-23

RESOLUTION AMENDING RESOLUTION NO. R-1170-22 TO REMOVE CERTAIN CONDITIONS PERTAINING TO FIVE PROPERTIES (FOLIO NOS. 30-3121-028-0340, 30-3115-040-0301, 01-3124-013-2550, 30-3121-026-0700, AND 30-3115-005-3760) PREVIOUSLY CONVEYED TO COLLECTIVE DEVELOPERS LLC, A FLORIDA LIMITED LIABILITY COMPANY AND AN ENTITY FORMED BY COLLECTIVE EMPOWERMENT GROUP OF SOUTH FLORIDA INC, A 501(C)(3) NOT-FOR-PROFIT CORPORATION, AND TO AUTHORIZE A SIX-MONTH EXTENSION, IF NECESSARY, TO ALLOW SUCH DEVELOPERS TO OBTAIN FINAL CERTIFICATES OF OCCUPANCY FOR EACH HOME TO BE SOLD TO QUALIFIED HOUSEHOLDS AND TO CLOSE ON THE SALE OF SUCH HOMES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED SOLELY PERTAINING TO THESE 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 DEED, AND TO EXECUTE AN INSTRUMENT EVIDENCING THE EXTENSION GRANTED HEREIN

WHEREAS, on December 6, 2022, this Board adopted Resolution No. R-1170-22, which, among other things, authorized the Chairperson or Vice-Chairperson of the Board to execute County Deeds which would allow certain developers to increase the sales prices of homes constructed and sold through the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, Resolution No. R-1170-22 also authorized the County Mayor or County Mayor's designee to grant one-year extensions to each of the developers to obtain final certificates of occupancy for each home to be sold to qualified households under the Infill Housing Program; and

WHEREAS, one of the developers is Collective Developers, LLC, a Florida limited liability company (“Collective Developers”), which is an entity formed by the Collective Empowerment Group of South Florida Inc. (“Collective Empowerment”), a 501(c)(3) not-for-profit corporation; and

WHEREAS, Collective Developers was previously conveyed 26 County-owned properties (“Collective Developers properties”) of which Collective Developers proposed to construct homes on 19 of these properties, and further proposed to construct a multifamily condominium on the remaining 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”); and

WHEREAS, the proposed development on the reverter properties is not permitted under the Infill Housing Program; and

WHEREAS, Collective Developers previously 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, accordingly, pursuant to Resolution No. R-1170-22, this Board authorized the execution of an amended and restated County deed for the purpose of increasing the maximum sales prices of the homes to be constructed on the 19 Collective Developers properties to qualified households in accordance with Ordinance No. 21-80 and the Infill Housing Program, and further authorized the County Mayor or County Mayor’s designee to grant a one-year extension for Collective Developers to obtain final certificates of occupancy, subject to certain conditions; and

WHEREAS, more specifically, this Board, as a condition of granting the extension to Collective Developers and authorizing the increase in the sales price of the homes, required Collective Developers to first deed back the reverter properties to the County by general warranty deed in unencumbered fee and in a form approved by the County Attorney's Office, and free and clear of all mortgages, liens, encumbrances, and delinquencies, as confirmed by the County Mayor or County Mayor's designee (the "condition"); and

WHEREAS, on March 27, 2023, Collective Empowerment, on behalf of Collective Developers, sent a letter to the County Commissioner of District 3, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference, requesting that this Board consider removing the condition to permit Collective Developers to obtain any remaining final certificates of occupancy and to close on the sale of homes constructed on five of the 19 Collective Developers properties (Folio Nos. 30-3121-028-0340, 30-3115-040-0301, 01-3124-013-2550, 30-3121-026-0700, and 30-3115-005-3760); and

WHEREAS, more specifically, Collective Developers has represented to the County that it (1) has obtained certificates of occupancy, is under contracts with homebuyers, and ready to close on homes constructed on two of the five properties (Folio. Nos. 30-3121-028-0340 and 30-3115-040-0301); (2) it is in the final inspection process to obtain final certificates of occupancy, is under contracts with homebuyers, and ready to close on two of the homes constructed on two additional properties (Folio Nos. 01-3124-013-2550 and 30-3121-026-0700); and (3) has constructed a duplex on the remaining property (Folio No. 30-3115-005-3760), is waiting final inspection to obtain final certificates of occupancy, has a buyer for one of the units, and is waiting for confirmation from the County that it can split the folio number of the remaining property to allow Collective Developers to sell each unit in fee simple as required by the Infill Housing Program; and

WHEREAS, this Board believes that the granting of Collective Empowerment's and Collective Developers' request is in the best of the County, which is facing an affordability crisis and is in need of additional affordable housing; and

WHEREAS, therefore, this Board wishes to amend Resolution No. R-1170-22 to authorize the Chairperson or Vice-Chairperson of the Board to execute an amended and restated County Deed, and to further authorize the County Mayor or County Mayor's designee to execute an instrument, if necessary, to grant Collective Developers a six-month extension to obtain the final certificates of occupancy and /or to close on the sale of the homes described herein,

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. This Board hereby amends Resolution No. R-1170-22 to remove the condition that prior to the execution of the amended and restated County Deed ("amended deed") by the Chairperson or Vice-Chairperson of the Board and the granting of the extension as evidenced by an instrument to be executed by the County Mayor or County Mayor's designee, Collective Developers, LLC ("Collective Developers") must first deed back 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) to the County that it was previously conveyed by general warranty deed in unencumbered fee and in a form approved by the County Attorney's Office, and free and clear of all mortgages, liens, encumbrances, and delinquencies, as confirmed by the County Mayor or County Mayor's designee (the "condition"). The removal of the condition shall only pertain to five properties (Folio Nos. 30-3121-028-0340, 30-3115-040-0301, 01-3124-013-2550, 30-3121-026-0700, and 30-3115-005-3760) to permit Collective Developers to obtain final certificates of occupancy if such certificates have not been obtained

prior to the effective date of this resolution, and to close on the sale of each of the homes constructed on such properties. Notwithstanding the foregoing, the condition shall continue to apply to the remaining properties as more fully described in Resolution No. R-1170-22.

Section 3. This Board further amends Resolution No. R-1170-22 to authorize a six-month extension from the date of recording of the amended deed to allow Collective Developers to accomplish the purposes set forth in section 2 of this resolution. The grant of such extension shall be in the manner set forth in the amended deed.

Section 4. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the amended deed, in substantially the form attached hereto as Attachment “B” and incorporated herein by reference, for the purpose of allowing Collective Developers LLC to increase the maximum sales price of the homes constructed on the properties identified in section 2 of this resolution 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 Miami-Dade County’s Infill Housing Initiative Program, as amended, subject to the County Attorney’s Office approval.

Section 5. This Board directs the County Mayor or County Mayor’s designee to finalize the amended deed identified in section 4 of this resolution, which such deed shall be approved by the County Attorney’s Office prior to their execution by the Chairperson or Vice-Chairperson of the Board. This Board further authorizes the County Mayor or County Mayor’s designee to take all actions necessary to effectuate the purposes set forth herein, to exercise all rights set forth in the amended deed, other than those reserved to this Board therein, including, but not limited to, exercising the County’s option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or 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 Collective Developers, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Program Guidelines, a deed(s) which conveys the properties identified in section 2 of this resolution back to the County in the event Collective Developers is unable or fails to comply with the deed restrictions set forth in the amended deed. Upon the receipt of deed from Collective Developers, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions other the extension granted by this resolution shall be subject to this Board's approval.

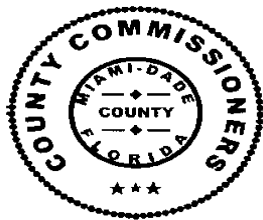
Section 6. This Board further authorizes the County Mayor or County Mayor's designee to execute an instrument evidencing the extension granted in section 3 of this resolution, subject to the approval of the County Attorney's Office.

Section 7. 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 deed, 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 **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	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	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of April, 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.

Terrence A. Smith



CEG/Collective Empowerment Group of South Florida, Inc.

4900 W. Hallandale Beach Boulevard

Pembroke Park, FL 33023

(786) 352-7014

www.cegsoflo.org

"Let Us Rise Up and Build...For the God of Heaven Will Prosper Us" Nehemiah 2: 18 & 20

March 27, 2023

Commissioner Keon Hardemon

5400 NW 22nd Avenue, Suite 701

Miami, FL 33142

SUBJECT: REQUEST FOR AMENDED RESOLUTION

Greetings Commissioner Hardemon,

Please receive this letter as the formal request on behalf of the Collective Developers LLC, (A subsidiary of the Collective Empowerment Group of South Florida), to Obtain an Amended Resolution for the following infill lots [to allow as us to close with the buyers]:

1. 4420 NW 30 AVE – 30-3121-028-0340 (Status: CO Obtained, Contracted with buyer, Ready for closing process)
2. 2381 NW 56 ST – 30-3115-040-030 (Status: CO Obtained, Contracted with buyer, Ready for closing process)
3. 524 NW 53 ST – 01-3124-013-2550 (Status: Final Inspection for CO is 3/28, Contracted with buyer, Ready for closing process)
4. 2948 NW 45 ST – 30-3121-026-0700 (Status: Final Inspection for CO is 3/28, Contracted with buyer, Ready for closing process)
5. 1854 NW 63 - 30-3115-005-3760 (Status: Final Inspection for CO is 3/28, Contracted with buyer ONE of the duplexes, Still awaiting confirmation from county that Folios have been split)
*This is a Duplex

We thank you for your continued supportive and partnership as we work earnestly to provide affordable housing solutions to the District 3 Community.

Sincerely,

R. Joaquin Willis

R. Joaquin Willis

President/CEO

Collective Empowerment Group (CEG) Of South Florida, Inc.

MDC010

ATTACHMENT “B”

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 ____day of _____, 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 **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 five (5) 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 six (6) months 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 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

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- 23 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ___ day of _____, 2023.

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 29 day of MARCH, 2023, and it is hereby approved and accepted.

Clarissa V. Willis
Witness/Attest

Clarissa V. Willis
Printed

Dolores Carey
Witness/Attest

Dolores Carey
Printed

By: Robert Joaquin Willis
Name: Robert Joaquin Willis
Title: President & CEO - CEO

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) ss



Bernard Phanord
Comm.: HH 191487
Expires: Sept. 1, 2024
Notary Public - State of Florida

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of MARCH, 2023 by ROBERT JOAQUIN WILLIS as PRESIDENT / CEO, on behalf of **COLLECTIVE DEVELOPERS, LLC**, a Florida limited liability company, and s/he ☐ has produced as identification or ☒ is personally known to me.

Bernard Phanord
Notary Public
State of Florida at Large

My Commission Expires:
September 1, 2024



Bernard Phanord
Comm.: HH 191487
Expires: Sept. 1, 2024
Notary Public - State of Florida



Bernard Phanord
Comm.: HH 191487
Expires: Sept. 1, 2024
Notary Public - State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION

Folio No:

30-3121-028-0340	ROOSEVELT PK ADD NO 1 PB 9-165 LOTS 1 & 2 BLK 8
30-3115-040-0301	HIGHRIDGE PARK PB 17-5S44FT OF LOTS 15 & 16 BLK 2
01-3124-013-2550	RAILWAY SHOPS ADD AMD PB 3- 183 E1/2 LOT 8 ALL LOT 9 & W25.6FT LOT 21 BLK 14
30-3121-026-0700	ROOSEVELT PARK PB 9-90 LOT 10 & LOT 11 LESS W3FT BLK 3
30-3115-005-3760	LIBERTY CITY PB 7-79 LOT 7 & 8 BLK 14



CFN 2023R0406859
OR BK 33748 Pgs 4279-4286 (8Pgs)
RECORDED 06/14/2023 10:17:34
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 20 day of May, 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 **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 five (5) 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 six (6) months 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 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.



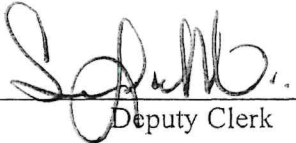
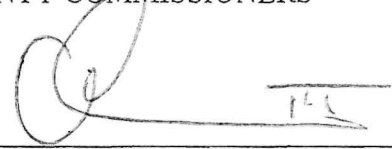
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

LUIS G. MONTALDO,
CLERK AD INTERIM

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

By:  5/18/2023 By: 

Deputy Clerk

Chairperson or Vice-Chairperson

Shania Momplaisir - e182136

Approved for legal sufficiency:

By: 
Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. **R-375-23** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 18 day of April, 2023.



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 29 day of MARCH, 2023, and it is hereby approved and accepted.

Clarissa V. Willis
Witness/Attest

Clarissa V. Willis
Printed

Delores Carey
Witness/Attest

Delores Carey
Printed

By: Robert Joaquin Willis
Name: Robert Joaquin Willis
Title: President & CEO - CEO

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



Bernard Phanord
Comm.: HH 191487
Expires: Sept. 1, 2024
Notary Public - State of Florida

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of MARCH, 2023 by R. JOAQUIN WILLIS as PRESIDENT / CEO, on behalf of **COLLECTIVE DEVELOPERS, LLC**, a Florida limited liability company, and s/he ☐ has produced _____ as identification or ☒ is personally known to me.



Bernard Phanord
Comm.: HH 191487
Expires: Sept. 1, 2024
Notary Public - State of Florida

Bernard Phanord
Notary Public
State of Florida at Large

My Commission Expires:
09/01/2024



Bernard Phanord
Comm.: HH 191487
Expires: Sept. 1, 2024
Notary Public - State of Florida



EXHIBIT "A"
LEGAL DESCRIPTION

Folio No:

30-3121-028-0340	ROOSEVELT PK ADD NO 1 PB 9-165 LOTS 1 & 2 BLK 8
30-3115-040-0301	HIGHRIDGE PARK PB 17-5S44FT OF LOTS 15 & 16 BLK 2
01-3124-013-2550	RAILWAY SHOPS ADD AMD PB 3- 183 E1/2 LOT 8 ALL LOT 9 & W25.6FT LOT 21 BLK 14
30-3121-026-0700	ROOSEVELT PARK PB 9-90 LOT 10 & LOT 11 LESS W3FT BLK 3
30-3115-005-3760	LIBERTY CITY PB 7-79 LOT 7 & 8 BLK 14

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on JUN 14 2023 day of

WITNESS my hand and Official Seal.

Clerk of Circuit and County Courts
By Nicole Davis D.C.

NICOLE DAVIS #79943

