

MEMORANDUM

Agenda Item No. 11(A)(10)

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

DATE: June 21, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the Chairperson or Vice Chairperson of the Board to execute an Amended and Restated County Deed for Palmetto Homes Urban Development Group, Inc., a Florida not-for-profit corporation, 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; and authorizing the County Mayor to take all actions necessary to exercise any and all rights set forth in the Amended and Restated County Deed, and to grant a two-year extension to obtain final certificates of occupancy for each home to be sold or rented to qualified households

Resolution No. R-548-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001



MEMORANDUM

(Revised)

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

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(10)

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. 11(A)(10)
6-21-23

RESOLUTION NO. _____ R-548-23

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED FOR PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, 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; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN THE AMENDED AND RESTATED COUNTY DEED, AND TO GRANT A TWO-YEAR EXTENSION TO OBTAIN FINAL CERTIFICATES OF OCCUPANCY FOR EACH HOME TO BE SOLD OR RENTED 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 are conveyed to such developers; and

WHEREAS, the Infill Housing Program does not permit the construction of multi-family housing or developments, or commercial or retail development, 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 a finding by this Board that such extension is necessary; and

WHEREAS, property conveyances by the County to developers made pursuant to the Infill Housing Program, which reference compliance with the Infill Housing Program in the deed of conveyance, includes compliance with, but is not limited to, chapter 17, article VII of the Code of Miami-Dade County, the Infill Housing Program Guidelines, and Implementing Order 3-44; 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, Palmetto Homes Urban Development Group, Inc., a Florida not-for-profit corporation (“Palmetto Homes”), and its related company Palmetto Homes of Miami, Inc., are experienced developers having built many affordable homes as part of the Miami-Dade County Infill Housing Program; and

WHEREAS, this Board, in accordance with Resolution No. R-1069-20, authorized the conveyance of five County properties to Palmetto Homes for the purpose of developing the properties with housing to be sold or rented to very low-, low- and moderate-income households, whose incomes do not exceed 120 percent of area median income; and

WHEREAS, the properties are located in Commission District 9 at 428 SW 6th Terrace (Folio No. 10-7813-036-0200), 637 SW 7th Street (Folio No. 10-7813-004-0420), Adjacent East of 637 SW 7th Street (Folio No. 10-7813-004-0425), adjacent West of 12170 SW 216th Street (Folio No. 30-6912-008-1120), and 21801 Goulds Avenue (Folio No. 30-6912-008-0430) (“Palmetto Homes properties”); and

WHEREAS, the Palmetto Homes properties were conveyed to Palmetto Homes by County Deed, which was recorded in the public records of Miami-Dade County on November 16, 2020; and

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

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

WHEREAS, the District 9 Commissioner's Office received a letter from Palmetto Homes on March 21, 2023, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference; and

WHEREAS, Palmetto Homes has advised the District 9 Commissioner that delays in completing the construction of the homes on the Palmetto Homes properties has occurred due to the increase in construction costs of labor and material as well as the coronavirus 2019 pandemic; and

WHEREAS, Palmetto Homes has requested that the County an extension to complete the construction of the homes and has further requested an increase in the sales price of the homes from \$205,000.00 to the current maximum sales price permitted under Ordinance No. 21-80; and

WHEREAS, this Board wishes to grant a two-year extension for Palmetto Homes to obtain its final certificates of occupancy, and to authorize the execution of the Amended and Restated County Deed attached hereto for the purpose of increasing the maximum sales price in accordance with Ordinance No. 21-80,

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 Deed (“amended deed”), in substantially the forms attached hereto as Attachment “B” and incorporated herein by reference, related to the Palmetto Homes properties, in order to grant Palmetto Homes a two-year extension to sell or rent the homes to very low-, low- and moderate-income households, whose incomes do not exceed 120 percent of area median income and to increase the maximum sales price of the homes constructed on the Palmetto Homes properties 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 Infill Housing Initiative Program.

Section 3. 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 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 Palmetto Homes, 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 Palmetto Homes properties back to the County in the event Palmetto Homes is unable or fails to comply with the deed restrictions set forth in the amended deed. Upon the receipt of a deed(s) from Palmetto Homes, the County Mayor or County Mayor's designee shall record such deed(s) in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions other than extension granted by this resolution shall be subject to this Board's approval.

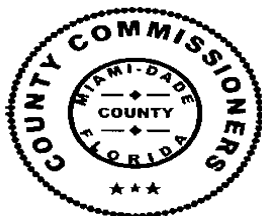
Section 4. This Board authorizes the County Mayor or County Mayor's designee to grant Palmetto Homes a two-year extension from the date of recording of the amended deed(s) to obtain the final certificates of occupancy for each of the homes to be sold or rented to qualified households. The grant of such extensions shall be in the manner set forth in the amended deed.

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, 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 instruments provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Kionne L. McGhee. It was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** 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 absent
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 June, 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mmg

Melissa M. Gallo



Palmetto Homes Urban Development Group Inc.

4952 NW 7th Ave

Miami, Florida 33127

Email Address: Palmettohomesurbandevelopment@yahoo.com

Phone: 305-467-2847

March 21, 2023

District 9 Commissioner Kionne L. McGhee

111 NW 1 Street Suite 302

Miami, FL 33128

Dear Honorable Kionne L. McGhee:

Development was delayed due to the impact of COVID-19 on staffing (both departmental 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 homeownership opportunity domiciles. The spike in cost have created a situation whereby it's extremely challenging and risky to build a quality product while adhering to the current cap 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 and extension. Palmetto Homes Urban Development Group Inc has extensive dialogue with lender, Title Company and sub-contractors.

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

Sincerely,

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

Tashala Knowles, President

Palmetto Homes Urban Development Group, Inc.

5 Properties Requesting For Extension and Price Increase

1. 428 SW 6 Terr 1078130360200
2. 637 SW 7 St 1078130040420
3. Adjacent East 1078130040425
 637 SW 7 St
4. Adjacent West 3069120081120
 12170 SW 216 St
5. 21801 Glouds Ave 3069120080430

ATTACHMENT "B"

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 32198 Pages 990-999 of the Public Records of Miami-Dade County on November 16, 2020, 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 **Palmetto Homes Urban Development Group, Inc.**, a Florida not-for-profit (hereinafter "Developer"), whose address is 4952 NW 7th Avenue, Miami, FL 33127, or 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 32198 Pages 990-999 of the Public Records of Miami-Dade County on November 16, 2020; and

WHEREAS, the Developer is required to and agrees to develop and improve the Properties as affordable housing either for sale or for rent; and

WHEREAS, as to the properties that the Developer agrees to develop for sale, the Developer agrees to develop such properties for sale 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 with regard to the properties that the Developer wishes to develop for sale, the Developer agrees to construct single-family homes 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 either for sale or rent.
2. **Homeownership:** That the Properties developed for sale to homebuyers shall be affordable as defined by and in accordance with the requirements of the Infill Housing Program, established in Section 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County Infill Housing Initiative Guidelines. This includes but is 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 ("AMI") for the County as reported by the United States Department of Housing and Urban Development ("HUD"). Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
 - A. That the affordable housing developed on the Properties shall be sold to qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed 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 the 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 14, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

- B. That 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."

3. **Rental:** That for the Properties offered for rent, the following shall apply:
- A. Tenant rent for the Properties shall be affordable, as defined by Section 420.0004, Florida Statutes ("Affordable"). Developer shall execute and record against each of the Properties offered for rent a Rental Regulatory Agreement, in a form approved by the County in its sole discretion governing the rental of such housing which shall be a restrictive covenant as to the Property. The Properties shall remain affordable for no less than 20 years from the date of certification of occupancy.
4. That the Properties shall be developed and construction completed within two (2) years 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, as to the Properties that are to be sold, in accordance with the Infill Housing Program.
5. That for three properties listed in Exhibit A with Folio Nos. 10-7812-004-0420, 10-7813-004-0425, and 30-6912-008-0430 which have been assisted with funds from the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of

Federal Regulations, Part 570, Developer shall sell or rent in the manner described above except that 51% of such Properties must be sold or rented to households with incomes not to exceed 80% of AMI for the County as reported by HUD.

6. That within thirty (30) days of closing on the sale or rental of a Property to the qualified household, the Developer shall submit a report in the form attached hereto as Exhibit B to Miami-Dade County's Public Housing and Community Development Department indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.
7. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), 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 or rented 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 and rental opportunities.
8. 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.
9. 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 applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 9 and 10 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 Properties in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the Property, which estimate shall be verified as set forth in section 10 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the Rental Regulatory Agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the Rental Regulatory Agreement, shall continue to run with the land notwithstanding the mortgage or change in ownership, and shall apply to the "successors heirs and assigns" of Developer.

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. 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 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of 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.
11. That prior to placing any mortgage on the Properties: (i) 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 sections 9 and 10 above, to evidence that such mortgage does not exceed the lesser of the cost of construction or the Maximum Sales Price; and (ii) shall receive written confirmation from the County, to be provided within ten (10) business days of receipt of the information set forth in 11(i), that the recordation of such mortgage is in compliance with the provisions set forth herein, as determined by the County in its reasonable discretion. In the event that the County does not confirm same, the County shall provide written notice to the Developer setting forth the basis of its determination of non-compliance.
12. 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, or 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, including but not limited to the Rental Regulatory Agreement, 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.
13. In the event that Developer mortgages the Properties without compliance with sections 1 through 12 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.

14. 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 Amended 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 and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, 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. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Amended Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

15. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole and absolute 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 agreeing and accepting this Deed, Palmetto Homes agrees that is shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. Palmetto Homes 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 **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit, 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.

Patricia Knowles
Witness/Attest

Neil
Witness/Attest

By: Tashala Knowles
Name: TASHALA KNOWLES
Title: PRESIDENT

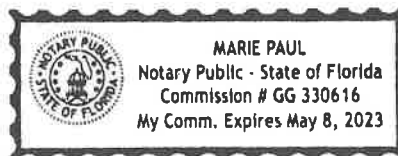
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of March, 2023 by Tashala Knowles as President, on behalf of **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit, and s/he (☒) has produced FLDL as identification or () is personally known to me.

[Signature]

Notary Public
State of Florida at Large

My Commission Expires: May 8, 2023



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:

INTERIM CLERK

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

By: _____
Deputy Clerk

By: _____
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By: _____
Melissa Gallo
Assistant County Attorney

The foregoing was authorized by Resolution No. R-1069-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 20th day of October, 2020, and as amended by Resolution No. _____ by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2022.

EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
10-7813-036-0200	LINCON PARK ADD PB 6-185 S17 OF LOT 6 & ALL OF LOT 7 BLK 2
10-7813-004-0420	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOTS 40 & 41 BLK 1 RELEASED PER UNITY OF TITLE
10-7813-004-0425	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOTS 42 & 43 BLK 1 RELEASED PER UNITY OF TITLE
30-6912-008-1120	12-13 56 39 . 15 AC DIXIE PINES PB 31-51 W50FT OF N140.5FT OF TRACT 11 LESS N10FT
30-6912-008-0430	12-13 56 39 . 44 AC DIXIE PINES 2 ND REV PB 31-51 PENTAGONAL PARCEL IN TR 5 AS DESC IN DB 2491-509

ATTACHMENT "B"

CFN 2024R0233728
DR BK 34153 Pgs 2113-2121 (9Pgs)
RECORDED 03/27/2024 12:42:19
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

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

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

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 32198 Pages 990-999 of the Public Records of Miami-Dade County on November 16, 2020, 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 26 day of March, 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 Palmetto Homes Urban Development Group, Inc., a Florida not-for-profit (hereinafter "Developer"), whose address is 4952 NW 7th Avenue, Miami, FL 33127, or 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 32198 Pages 990-999 of the Public Records of Miami-Dade County on November 16, 2020; and

WHEREAS, the Developer is required to and agrees to develop and improve the Properties as affordable housing either for sale or for rent; and

WHEREAS, as to the properties that the Developer agrees to develop for sale, the Developer agrees to develop such properties for sale 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 with regard to the properties that the Developer wishes to develop for sale, the Developer agrees to construct single-family homes 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 either for sale or rent.
2. **Homeownership:** That the Properties developed for sale to homebuyers shall be affordable as defined by and in accordance with the requirements of the Infill Housing Program, established in Section 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County Infill Housing Initiative Guidelines. This includes but is 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 ("AMI") for the County as reported by the United States Department of Housing and Urban Development ("HUD"). Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
 - A. That the affordable housing developed on the Properties shall be sold to qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed 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 the 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 14, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

- B. That 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."

3. **Rental:** That for the Properties offered for rent, the following shall apply:
- A. Tenant rent for the Properties shall be affordable, as defined by Section 420.0004, Florida Statutes ("Affordable"). Developer shall execute and record against each of the Properties offered for rent a Rental Regulatory Agreement, in a form approved by the County in its sole discretion governing the rental of such housing which shall be a restrictive covenant as to the Property. The Properties shall remain affordable for no less than 20 years from the date of certification of occupancy.
4. That the Properties shall be developed and construction completed within two (2) years 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, as to the Properties that are to be sold, in accordance with the Infill Housing Program.
5. That for three properties listed in Exhibit A with Folio Nos. 10-7812-004-0420, 10-7813-004-0425, and 30-6912-008-0430 which have been assisted with funds from the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations, Part 570, Developer shall sell or rent in the manner



described above except that 51% of such Properties must be sold or rented to households with incomes not to exceed 80% of AMI for the County as reported by HUD.

6. That within thirty (30) days of closing on the sale or rental of a Property to the qualified household, the Developer shall submit a report in the form attached hereto as Exhibit B to Miami-Dade County's Public Housing and Community Development Department indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.
7. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), 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 or rented 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 and rental opportunities.
8. 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.
9. 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 applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 9 and 10 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 Properties in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the Property, which estimate shall be verified as set forth in section 10 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the Rental Regulatory Agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the Rental Regulatory Agreement, shall continue to run with the land notwithstanding the mortgage or change in ownership, and shall apply to the "successors heirs and assigns" of Developer.

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. 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 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of 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.
11. That prior to placing any mortgage on the Properties: (i) 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 sections 9 and 10 above, to evidence that such mortgage does not exceed the lesser of the cost of construction or the Maximum Sales Price; and (ii) shall receive written confirmation from the County, to be provided within ten (10) business days of receipt of the information set forth in 11(i), that the recordation of such mortgage is in compliance with the provisions set forth herein, as determined by the County in its reasonable discretion. In the event that the County does not confirm same, the County shall provide written notice to the Developer setting forth the basis of its determination of non-compliance.
12. 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, or 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, including but not limited to the Rental Regulatory Agreement, 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.
13. In the event that Developer mortgages the Properties without compliance with sections 1 through 12 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.
14. 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 Amended 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 and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, 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. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Amended Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

15. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole and absolute 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: Anthony Lavadie - e302751

Date: 3/26/24

Approved for legal sufficiency:

By: Melissa Gallo
Melissa Gallo
Assistant County Attorney

The foregoing was authorized by Resolution No. R-1069-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 20th day of October, 2020, and as amended by Resolution No. **R-548-23** by the Board of County Commissioners of Miami-Dade County, Florida, on the **21st** day of **June, 2023**.



In agreeing and accepting this Deed, Palmetto Homes agrees that is shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. Palmetto Homes 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 **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit, has caused this document to be executed by their respective and duly authorized representative on this 2 day of FEBRUARY, 2024, and it is hereby approved and accepted.

Hahil Ghor
Witness/Attest Signature
Gabriel MOSS

Print Name
2513 NW 1797000

Address

Patricia Knowles
Witness/Attest Signature
PATRICA KNOWLES

Print Name

2010 NW 1665+

Address

By: Tashala Knowles
Name: TLL FL
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 2 day of FEBRUARY, 2024 by TASHALA KNOWLES as _____, on behalf of **PALMETTO HOMES URBAN DEVELOPMENT GROUP, INC.**, a Florida not-for-profit, and s/he () has produced FLDL as identification or () is personally known to me.

Alexis Jones
Notary Public
State of Florida at Large

My Commission Expires:



Alexis Jones
Comm.: HH 127519
My Commission Expires:
May 9, 2025



EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
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STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original filed in this office. 03/27 AD 20 24

Clerk of Circuit and County Courts

Deputy Clerk

MONA BRUNO #79806

