

MEMORANDUM

Amended
Agenda Item No. 11(A)(5)

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

DATE: May 2, 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 Neighbors and Neighbors Association, Inc., a Florida not-for-profit corporation, and CRC Affordable Housing, LLC, a Florida limited liability company 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 on two properties (Folio Nos. 30-3115-005-5590 and 01-3114-018-1180) 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 effectuate same, to exercise any and all rights set forth in the amended and restated County Deed, and to grant a six-month extension to obtain final certificates of occupancy for each home to be sold to qualified households

Resolution No. R-432-23

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



MEMORANDUM

(Revised)

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

DATE: May 2, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 11(A)(5)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(5)
5-2-23

RESOLUTION NO. R-432-23

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED FOR NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AND CRC AFFORDABLE HOUSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY 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 ON TWO PROPERTIES (FOLIO NOS. 30-3115-005-5590 AND 01-3114-018-1180) 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 EFFECTUATE SAME, TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN THE AMENDED AND RESTATED COUNTY DEED, AND TO GRANT A SIX-MONTH EXTENSION TO OBTAIN FINAL CERTIFICATES OF OCCUPANCY FOR EACH HOME TO BE SOLD TO QUALIFIED HOUSEHOLDS

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

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

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

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

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

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

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

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

WHEREAS, this Board previously authorized the conveyance of numerous properties to Neighbors and Neighbors Association, Inc. and CRC Affordable Housing, LLC (collectively “NANA/CRC”) for the purpose of constructing single-family homes through the Infill Housing Program in District 3; and

WHEREAS, this Board adopted Resolution No. R-958-16, R-556-17 and R-394-20, which each relate to conveyance of two County-owned properties (Folio Nos. 30-3115-005-5590 and 01-3114-018-1180) (“NANA/CRC properties”), which are more fully described in Attachments “A” and “B” attached hereto and incorporated herein by reference, to NANA/CRC for the purpose of developing the NANA/CRC properties with homes to be sold to qualified households in accordance with the Infill Housing Program; and

WHEREAS, NANA/CRC has represented to the County that it has experienced construction delays due to liens, waiver of plat, right-of-away dedication, and set-back issues and the coronavirus disease 2019 pandemic; and

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

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

WHEREAS, on December 6, 2023, this Board adopted Resolution No. R-1170-22, which among other things granted sales price increases and extensions to certain developers, including, but not limited to, NANA/CRC; and

WHEREAS, Resolution No. R-1170-22 inadvertently excluded the NANA/CRC properties from the list of properties that are described in that resolution; and

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

WHEREAS, therefore, this Board further finds that it is in the County's and the residents of Miami-Dade County's best interest to grant a six-month extension to obtain final certificates of occupancy, and desires to authorize NANA/CRC to increase the sales price of the two homes to be sold to qualified households,

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

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

Section 2. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the amended and restated County Deed ("amended deed"), in substantially the form attached hereto as Attachment "C" and incorporated herein by reference, for the purpose of Neighbors and Neighbors Association, Inc. and CRC Affordable Housing, LLC (collectively "NANA/CRC") to increase the maximum sales price of the homes constructed on the previously conveyed properties (Folio Nos. 30-3115-005-5590 and 01-3114-018-1180) 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 ("Infill Housing Program"), as amended, subject to the County Attorney's Office approval.

Section 3. This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary 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, and to conduct due diligence on the reverter properties prior to execution of the acceptance of the reverter amended deed. In the event, the County Mayor or County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the NANA/CRC, 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 NANA/CRC properties back to the County in the event NANA/CRC is unable or fails to comply with the deed restrictions set forth in the amended deed. Upon the receipt of deed(s) from NANA/CRC, 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 the extensions 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 from the date of recording of the amended deed a six-month extension to allow NANA/CRC sufficient time to obtain the final certificates of occupancy for each of the homes to be built on the NANA/CRC properties and sold to qualified households. The grant of such extensions shall be in the manner set forth in the amended deed.

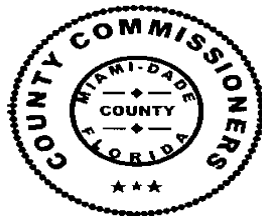
Section 5. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the amended deed, covenants, and any instrument creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments 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 **Keon Hardemon**, 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 2nd day of May, 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Terrence A. Smith



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

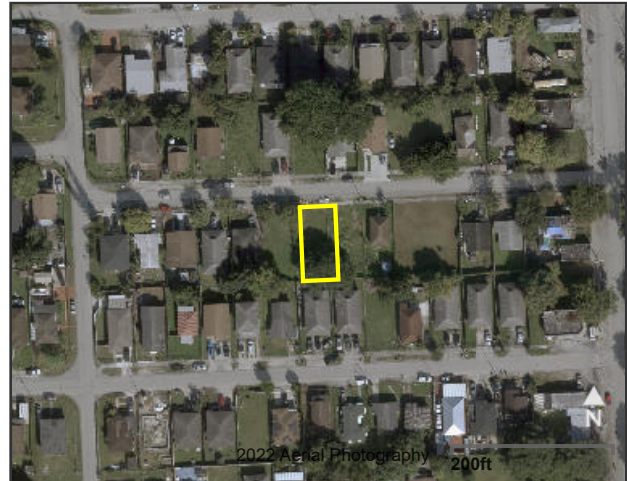
ATTACHMENT A

Generated On : 2/27/2023

Property Information	
Folio:	30-3115-005-5590
Property Address:	1854 NW 68 TER Miami, FL 33147-7464
Owner	NANA & CRC AFFORDABLE HOUSING LLC
Mailing Address	5150 NW 24 AVE MIAMI, FL 33142
PA Primary Zone	5700 DUPLEXES - GENERAL
Primary Land Use	0066 VACANT RESIDENTIAL : EXTRA FEA OTHER THAN PARKING
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	3,600 Sq.Ft
Year Built	0

Assessment Information				
Year	2022	2021	2020	
Land Value	\$79,115	\$53,899	\$35,933	
Building Value	\$0	\$0	\$0	
XF Value	\$715	\$715	\$715	
Market Value	\$79,830	\$54,614	\$36,648	
Assessed Value	\$24,580	\$22,346	\$20,315	

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$55,250	\$32,268	\$16,333
Affordable Housing	Exemption	\$24,580	\$22,346	\$20,315
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$24,580	\$22,346	\$20,315
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$79,830	\$54,614	\$36,648
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$24,580	\$22,346	\$20,315
Taxable Value	\$0	\$0	\$0

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 30-3115-005-5590

Property Address: 1854 NW 68 TER

Roll Year **2022** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$79,115

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

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 4-5 ft high	1940	130	\$715

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 30-3115-005-5590

Property Address: 1854 NW 68 TER

Roll Year **2021** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$53,899

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

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 4-5 ft high	1940	130	\$715

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 30-3115-005-5590

Property Address: 1854 NW 68 TER Miami, FL 33147-7464

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-2	5700	Front Ft.	40.00	\$35,933

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

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 4-5 ft high	1940	130	\$715

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 30-3115-005-5590

Property Address: 1854 NW 68 TER

Full Legal Description
LIBERTY CITY PB 7-79
LOT 7 BLK 20
LOT SIZE 40.000 X 90
COC 24408-1750 03 2006 1

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/02/2017	\$100	30575-2000	Corrective, tax or QCD; min consideration
01/13/2014	\$0	29024-2814	Corrective, tax or QCD; min consideration
03/01/2006	\$100,000	24408-1750	Sales which are qualified
12/01/2005	\$0	24136-2944	Sales which are disqualified as a result of examination of the deed
10/01/2005	\$0	23963-0923	Sales which are disqualified as a result of examination of the deed
08/01/2003	\$95,000	21539-4168	Other disqualified
07/01/2002	\$0	20560-1270	Sales which are disqualified as a result of examination of the deed
04/01/2001	\$27,500	19592-2091	Other disqualified
04/01/2001	\$32,000	19600-1218	Sales which are qualified
09/01/2000	\$0	19308-4661	Sales which are disqualified as a result of examination of the deed
11/01/1991	\$21,500	15270-1396	Sales which are qualified
03/01/1991	\$8,000	14924-1407	Sales which are qualified
09/01/1990	\$0	14704-3545	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



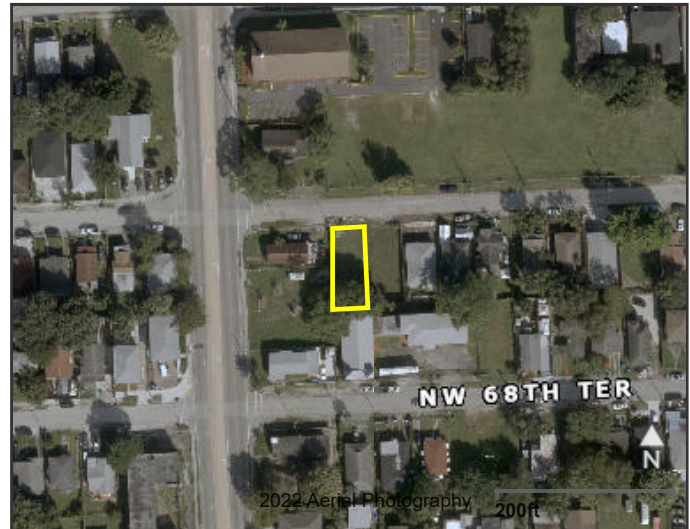
OFFICE OF THE PROPERTY APPRAISER

Detailed Report

ATTACHMENT B

Generated On : 2/27/2023

Property Information	
Folio:	01-3114-018-1180
Property Address:	
Owner	NANA & CRC AFFORDABLE HOUSING LLC
Mailing Address	5150 NW 24 AVE MIAMI, FL 33142
PA Primary Zone	5700 DUPLEXES - GENERAL
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	3,600 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$67,579	\$43,119	\$34,546
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$67,579	\$43,119	\$34,546
Assessed Value	\$24,365	\$22,150	\$20,137

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$43,214	\$20,969	\$14,409
Affordable Housing	Exemption	\$24,365	\$22,150	\$20,137
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$24,365	\$22,150	\$20,137
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$67,579	\$43,119	\$34,546
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$24,365	\$22,150	\$20,137
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$24,365	\$22,150	\$20,137
Taxable Value	\$0	\$0	\$0

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 01-3114-018-1180

Property Address:

Roll Year **2022** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T3 O	5700	Front Ft.	40.00	\$67,579

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

Extra Features			
Description	Year Built	Units	Calc Value

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 01-3114-018-1180

Property Address:

Roll Year **2021** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T3 O	5700	Front Ft.	40.00	\$43,119

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

Extra Features			
Description	Year Built	Units	Calc Value

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 01-3114-018-1180

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T3 O	5700	Front Ft.	40.00	\$34,546

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

Extra Features			
Description	Year Built	Units	Calc Value

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 2/27/2023

Property Information

Folio: 01-3114-018-1180

Property Address:

Full Legal Description
NEW LIBERTY CITY PB 39-28
LOT 31 BLK 5
LOT SIZE 40.000 X 90
OR 19706-652 0601 3
OR 26573 - 2199 09 2008 3

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/02/2017	\$100	30575-2000	Corrective, tax or QCD; min consideration

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

ATTACHMENT "C"

Instrument prepared by and returned to:

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

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021, and County Deed recorded in Official Record Book 30575 Pages 2000-2007 of the Public Records of Miami-Dade County on June 15, 2017, 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 NANA & CRC AFFORDABLE HOUSING, LLC, a Florida limited liability company (hereinafter "Developer"), whose address is 5120 NW 24th Avenue, Miami, Florida 33142, and its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" (collectively, the "Properties"), consisting of two (2) lots (each a "Lot," and collectively, the "Lots") were conveyed to the Developer through that certain County Deed recorded in Official Record Book 30575 Pages 2000-2007 of the Public Records of Miami-Dade County on June 15, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021; and

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code,

but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

(OFFICIAL SEAL)

ATTEST:

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, NANA & CRC AFFORDABLE HOUSING, LLC, a Florida limited liability company, agree that they shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. NANA & CRC AFFORDABLE HOUSING, LLC agree and acknowledge that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of NANA & CRC AFFORDABLE HOUSING, LLC have 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.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]
Name: JOSETTE ELYSEE
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 JOSETTE ELYSEE as PRESIDENT, on behalf of NANA & CRC AFFORDABLE HOUSING, LLC, a Florida limited liability company, and s/he () has produced _____ as identification or (X) is personally known to me.

[Signature]
Notary Public



Yolander Worsley
Comm.: HH 159408
Expires: Aug. 1, 2025
Notary Public - State of Florida

My Commission Expires: AUG. 1, 2025
State of Florida at Large

EXHIBIT "A"
LEGAL DESCRIPTION

30-3115-005-5590	LIBERTY CITY PB 7-79 LOT 7 BLK 20
01-3114-018-1180	NEW LIBERTY CITY PB 39-28 LOT 31 BLK 5

ATTACHMENT "C"

CFN 2024R0036011
DR BK 34051 Pgs 1969-1976 (8Pgs)
RECORDED 01/12/2024 12:40:02
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

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

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021, and County Deed recorded in Official Record Book 30575 Pages 2000-2007 of the Public Records of Miami-Dade County on June 15, 2017, 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 21 day of December, 2023 by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and NANA & CRC AFFORDABLE HOUSING, LLC, a Florida limited liability company (hereinafter "Developer"), whose address is 5120 NW 24th Avenue, Miami, Florida 33142, and its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" (collectively, the "Properties"), consisting of two (2) lots (each a "Lot," and collectively, the "Lots") were conveyed to the Developer through that certain County Deed recorded in Official Record Book 30575 Pages 2000-2007 of the Public Records of Miami-Dade County on June 15, 2017, and Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021; and

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

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



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

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

WITNESSETH:

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

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

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

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

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

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

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code,



but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

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

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

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

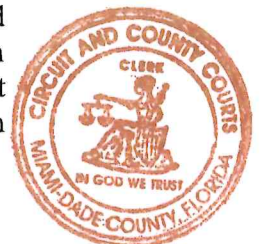


Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:

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

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

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



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

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

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

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

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



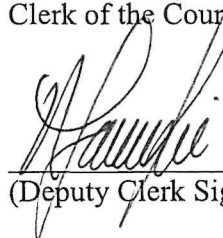
IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

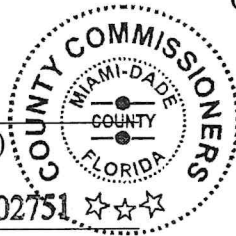
(OFFICIAL SEAL)

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

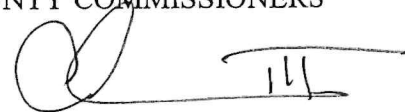
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:


(Deputy Clerk Signature)



By:


Oliver G. Gilbert, III, Chairman

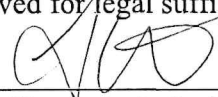
Print Name: Anthony Lavadie - e302751 ☆☆☆

Date:

12/21/2023

Approved for legal sufficiency:

By:


Terrence A. Smith
Assistant County Attorney

432

W.T.

The foregoing was authorized by Resolution No. ~~R-423~~-23 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 2nd day of May, 2023.



In agreeing and accepting this Deed, **NANA & CRC AFFORDABLE HOUSING, LLC**, a Florida limited liability company, agree that they shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. **NANA & CRC AFFORDABLE HOUSING, LLC** agree and acknowledge that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of **NANA & CRC AFFORDABLE HOUSING, LLC** have 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.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]
Name: JOSETTE ELYSEE
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 JOSETTE ELYSEE as PRESIDENT, on behalf of **NANA & CRC AFFORDABLE HOUSING, LLC**, a Florida limited liability company, and s/he () has produced _____ as identification or (X) is personally known to me.

[Signature]
Notary Public



Yolander Worsley
Comm.: HH 159408
Expires: Aug. 1, 2025
Notary Public - State of Florida

My Commission Expires: AUG. 1, 2025

State of Florida at Large



EXHIBIT "A"
LEGAL DESCRIPTION

30-3115-005-5590	LIBERTY CITY PB 7-79 LOT 7 BLK 20
01-3114-018-1180	NEW LIBERTY CITY PB 39-28 LOT 31 BLK 5

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on JAN 12 2014 day of AD 20
WITNESS my hand and Official Seal.
By Jennifer Darius #311227 Clerk of Circuit and County Courts D.C.

