

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

MEMORANDUM

Agenda Item No. 11(A)(12)

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

DATE: July 6, 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 the purpose of granting an 18-month extension to allow Elite Equity Development, Inc., a Florida for-profit company ("Elite") and its affiliates sufficient time to close on the financing for the project known as Naranja Grand that is being constructed on a previously conveyed County property (Folio No. 30-7904-000-0012), and allowing the leasing or subleasing of the property by Elite to its affiliates, Elite Naranja Grand, LLC, Naranja Grand Senior, Ltd. and Naranja Grand II, LLC; authorizing the Chairperson or Vice-Chairperson of the Board to execute an amended and restated County Deed for the purpose of allowing Elite to construct single family homes on five properties (Folio Nos. 30-6007-003-0090, 30-6913-000-0860, 10-7813-004-0880, 10-7813-004-0930, and 10-7813-052-0400) to be sold to qualified households in accordance with section 125.379, Florida Statutes, allowing Elite to sell such homes at the current maximum sales price authorized pursuant to Ordinance No. 21-80, and granting an 18-month extension to allow Elite to obtain final certificates of occupancy for the single family homes; and authorizing the County Mayor to take all actions necessary to effectuate same, and to exercise any and all rights set forth in the amended and restated County Deeds

Resolution No. R-660-23

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: July 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(12)

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)(12)
7-6-23

RESOLUTION NO. R-660-23

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED FOR THE PURPOSE OF GRANTING AN 18-MONTH EXTENSION TO ALLOW ELITE EQUITY DEVELOPMENT, INC., A FLORIDA FOR-PROFIT COMPANY (“ELITE”) AND ITS AFFILIATES SUFFICIENT TIME TO CLOSE ON THE FINANCING FOR THE PROJECT KNOWN AS NARANJA GRAND THAT IS BEING CONSTRUCTED ON A PREVIOUSLY CONVEYED COUNTY PROPERTY (FOLIO NO. 30-7904-000-0012), AND ALLOWING THE LEASING OR SUBLEASING OF THE PROPERTY BY ELITE TO ITS AFFILIATES, ELITE NARANJA GRAND, LLC, NARANJA GRAND SENIOR, LTD. AND NARANJA GRAND II, LLC; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED FOR THE PURPOSE OF ALLOWING ELITE TO CONSTRUCT SINGLE FAMILY HOMES ON FIVE PROPERTIES (FOLIO NOS. 30-6007-003-0090, 30-6913-000-0860, 10-7813-004-0880, 10-7813-004-0930, AND 10-7813-052-0400) TO BE SOLD TO QUALIFIED HOUSEHOLDS IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, ALLOWING ELITE TO SELL SUCH HOMES AT THE CURRENT MAXIMUM SALES PRICE AUTHORIZED PURSUANT TO ORDINANCE NO. 21-80, AND GRANTING AN 18-MONTH EXTENSION TO ALLOW ELITE TO OBTAIN FINAL CERTIFICATES OF OCCUPANCY FOR THE SINGLE FAMILY HOMES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN THE AMENDED AND RESTATED COUNTY DEEDS

WHEREAS, on October 20, 2020, this Board adopted Resolution No. R-1066-20, which authorized the conveyance of one County-owned vacant property (Folio No. 30-7904-000-0012) (“Elite property”) to Elite Equity Development, Inc., a Florida for-profit company (“Elite”) for the

purpose of developing the property with affordable and workforce housing to be rented to very low-, low- or moderate-income households, whose incomes do not exceed 120 percent of area median income; and

WHEREAS, Resolution No. R-1066-20 also authorized the Chairperson or Vice-Chairperson of the Board to execute a County Deed, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference, which was executed and recorded in the public records on November 16, 2020; and

WHEREAS, the County Deed includes certain deed restrictions, including, but not limited to: (1) that the Elite property is to be developed within two years of the recording of the County Deed; and (2) that Elite is prohibited from assigning or transferring its interest in the Elite property without the prior consent of this Board; and

WHEREAS, Elite proposes to build a 320-unit affordable residential complex, which will include residential units designated for seniors, to be known as Naranja Grand (the “project”) as more fully described in Attachment “B” attached hereto and incorporated herein by reference; and

WHEREAS, Elite has partnered with Housing Trust Group, Ltd., a developer with more than 20 years of experience in the development of affordable housing in Miami-Dade County, to construct the project; and

WHEREAS, Elite has formed three wholly owned affiliates, Elite Naranja Grand, Inc., Naranja Grand Senior, Ltd. (formerly known as Naranja Grand, LLC) and Naranja Grand II, LLC; and

WHEREAS, as more fully described in Attachment “C” attached hereto and incorporated herein by reference, Elite wishes to execute a master lease with Elite Naranja Grand, LLC, which will then sublease the Elite property to Naranja Grand Senior, Ltd. and Naranja Grand II, LLC; and

WHEREAS, Naranja Grand Senior, Ltd. and Naranja Grand II, LLC will own and operate the project and the improvements to be constructed on the Elite property; and

WHEREAS, Elite requests that this Board authorize an amendment to the County Deed which would permit Elite and its affiliate Elite Naranja Grand, LLC to lease and sublease, respectively, the Elite property; and

WHEREAS, the project has successfully been awarded funding that includes nine percent Low-Income Housing Tax Credits from the Florida Housing Finance Corporation and \$3,000,000.00 in County Documentary Stamps Surtax or State Housing Initiative Partnerships funds as authorized by this Board with the adoption of Resolution No. R-285-23; and

WHEREAS, prior to the adoption of Resolution No. R-285-23, the Public Housing and Community Development Department conducted a due diligence review to assess past performance in utilizing County funds and legal capacity pursuant to Resolution No. R-630-13 to make efficient and transparent use of funds for much needed housing for County residents; and

WHEREAS, the County Mayor represented in the accompanying memorandum to Resolution No. R-285-23 that there were no findings to report for the entities that were recommended for funding, including, but not limited to Naranja Grande, and the County administration has performed all necessary due diligence regarding Elite's affiliated entities proposed herein; and

WHEREAS, Resolution No. R-285-23 authorizes the County Mayor or County Mayor's designee to shift funds and funding sources awarded to a project to any new affiliated entities created for the purpose of carrying out a project; and

WHEREAS, as more fully described in Attachment "D" attached hereto and incorporated herein by reference, Elite requests that this Board authorize an 18-month extension to provide Elite with sufficient time to close on the financing for the project; and

WHEREAS, this Board believes that the project will bring valuable and much needed affordable and workforce housing to the South Dade area; and

WHEREAS, this Board further believes that Elite has made significant strides to move the project forward, and, therefore, desires to amend the County Deed as described herein; and

WHEREAS, on October 20, 2020, this Board also adopted Resolution No. R-1071-20, which authorized the conveyance of five County-owned vacant properties (Folio Nos. 30-6007-003-0090, 30-6913-000-0860, 10-7813-004-0880, 10-7813-004-0930, and 10-7813-052-0400) (the “Elite properties”) located in Commission District 9 to Elite; and

WHEREAS, Resolution No. R-1071-20 authorized the Chairperson or Vice-Chairperson of the Board to execute a County Deed, which such deed, a copy of which is attached hereto as Attachment “E” and incorporated herein by reference, was executed and recorded in the public records on November 16, 2020; and

WHEREAS, the County Deed includes certain deed restrictions, including, but not limited to, that the Elite properties must be developed within two years of the recording of the County Deed with affordable and workforce housing to be rented to very low-, low- or moderate-income households whose incomes do not exceed 120 percent of area median income; and

WHEREAS, as more fully described in Attachment “D”, Elite has represented to the County that the construction of the homes has been delayed due to a pump station moratorium imposed by the City of Homestead and the Coronavirus 2019 pandemic; and

WHEREAS, Elite has further represented that the pump station issue has been resolved with the City of Homestead and that they are ready to proceed with the construction of the homes; and

WHEREAS, Elite requests that this Board grant Elite an 18-month extension to give Elite sufficient time to complete the construction of the homes, and obtain the final certificates of occupancy; and

WHEREAS, Elite further request that this Board authorize Elite to: (1) construct single-family homes on the Elite properties, which will be sold rather than rented to qualified households; and (2) increase the maximum sales price of such homes to the current maximum sales price authorized by Ordinance No. 21-80; and

WHEREAS, this Board believes that Elite has demonstrated that it has taken all necessary steps to ensure the construction of the homes; and

WHEREAS, this Board wishes to grant the extension requested herein and authorize the Elite to construct single-family homes to be sold to qualified households up to the County's maximum sales price for such homes,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

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 ("Naranja Grand Deed"), in substantially the form attached hereto as Attachment "F" and incorporated herein by reference, for the purpose of (i) granting an 18-month extension from the recording of the Naranja Grand Deed to allow Elite Equity Development, Inc., a Florida for-profit company ("Elite") and its affiliates sufficient time to close on the financing for the project known as Naranja Grand, a 350-unit affordable residential complex to be located on the Elite property (Folio No. 30-7904-000-0012) that was previously conveyed to Elite in accordance with Resolution No. R-1066-20; and (ii) allowing the leasing or subleasing of the Elite property to

Elite's affiliates, Elite Naranja Grand, LLC, Naranja Grand Senior, Ltd. and Naranja Grand II, LLC, as more particularly described in Attachment "C" attached hereto and incorporated herein by reference.

Section 3. 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 ("Homeownership Deed"), in substantially the form attached hereto as Attachment "G" and incorporated herein by reference, for the purpose of (i) allowing Elite to construct single-family homes on the five previously conveyed County vacant properties (Folio Nos. 30-6007-003-0090, 30-6913-000-0860, 10-7813-004-0880, 10-7813-004-0930, and 10-7813-052-0400) (the "Elite properties") to be sold to qualified households whose incomes do not exceed 120 percent of area median income in accordance with section 125.379, Florida Statutes; (ii) permitting Elite to sell such homes at the current maximum sales price set forth in Ordinance No. 21-80; and (iii) granting an 18-month extension from the recording of the Homeownership Deed to allow Elite sufficient time to obtain the final certificates of occupancy for each of the homes.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to take all actions necessary to exercise all rights set forth in the Naranja Grand Deed and the Homeownership 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 Elite, after conducting

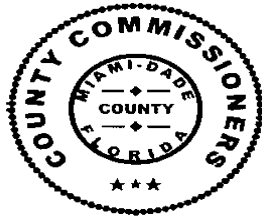
all due diligence, including, but not limited to, title searches, and environmental reviews, a deed(s) which conveys the Elite property and Elite properties back to the County in the event Elite is unable or fails to comply with the deed restrictions set forth in the Naranja Grand Deed and the Homeownership Deed. Upon the receipt of deed(s) from Elite, 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 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 Naranja Grand Deed and the Homeownership 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 Kionne L. McGhee. It was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** 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	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Terrence A. Smith
Shannon D. Summerset-Williams



CFN 2020R0661804
OR BK 32198 Pgs 972-978 (7Pgs)
RECORDED 11/16/2020 16:53:51
DEED DOC TAX \$0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this 16th day of ~~November~~ 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **ELITE EQUITY DEVELOPMENT, INC.**, a Florida profit corporation ("Elite"), whose address is 7942 NW 164th Terrace, Miami Lakes, Florida 33016, or its successors and assigns.

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

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

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

1. That the property shall be developed as affordable and workforce housing as set forth in section 125.379, Florida Statutes, and such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes shall not exceed 120% of area median income.
2. That at financial closing Elite and if the Elite shall cause the property to be developed with affordable or workforce rental housing, then Elite shall execute and record in the Public Records of Miami-Dade County 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.



3. That the property shall be developed within two years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which Elite must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Elite must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That for any of the property located within the HOPE VI Target Area (hereinafter "Target Area"), Elite 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 Elite to notify these residents of the availability of homeownership opportunities.
5. That Elite shall not assign or transfer its interest in the property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners.
6. That Elite shall pay real estate taxes and assessments on the property or any part thereof when due. Elite 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 Elite may encumber the property with:
 - a. Any mortgages in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by Elite (together, the "Improvements") as determined by an appraiser selected by Elite; and



- b. Any mortgage(s) in favor of any institutional lender or investor refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements") as determined by an appraiser selected by Elite.
- c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

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 encumbrances permitted under this paragraph or any change in ownership, and shall apply to the "successors heirs and assigns" of Elite.

- 7. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 6(a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by Elite, stating the value of the property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. 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. If in the sole discretion of the County, (a) Elite ceases to exist prior to sale or rental of the housing contemplated herein; (b) Elite fails to rent housing units within the rental limits described herein; (c) Elite fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, Elite shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If Elite fails to remedy such default within sixty (60) days, title to the subject property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Elite shall immediately deed the property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such



reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Elite. The County retains such reversionary interest in the property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the property revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

9. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the property.
10. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Elite with an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



Attachment B



MDC015

HTC & ELITE NARANJA GRAND



DEVELOPMENT TEAM

DEVELOPMENT & MANAGEMENT:
HTG + ELITE



ARCHITECT:
ATL Architecture

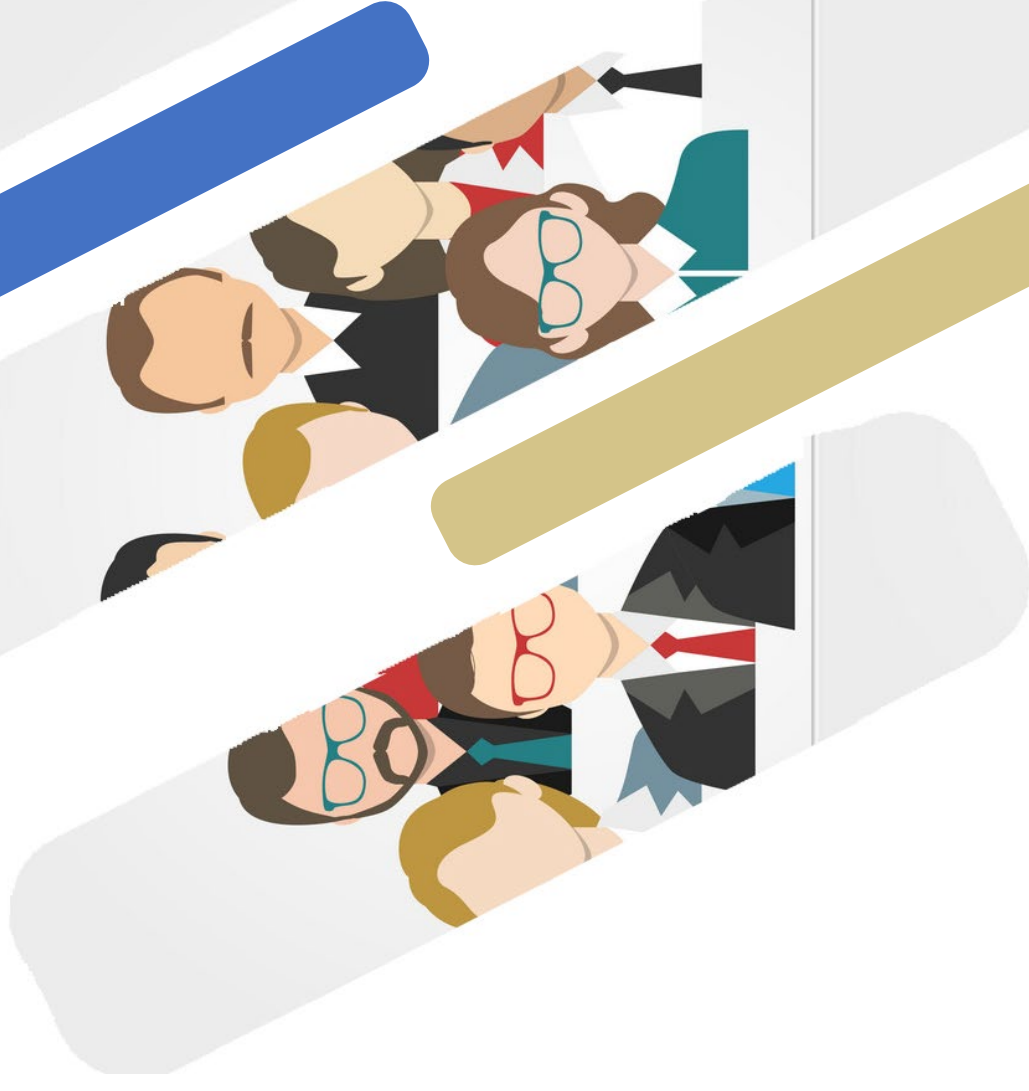


ENGINEERING:
EAC



LEGAL COUNSEL:
Bilzin Sumberg and Stearns Weaver

GREEN CONSULTANT:
Abney + Abney Green Consultants



HOUSING TRUST GROUP

UNMATCHED EXPERIENCE AND CAPACITY

- Formed in 1997, HTG has completed **50** multifamily developments totaling **8,000+ units**.
- Our goal is to create **vibrant, attractive, mixed-income communities**, where people of all economic strata, races and cultures **live, work and play**.
- HTG has over **20 years** of experience in partnering with **local municipalities, public housing authorities and nonprofit organizations** to provide **quality affordable housing** and resident services.

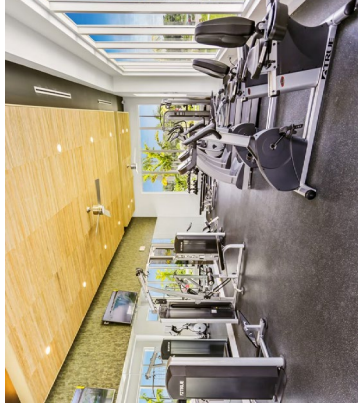
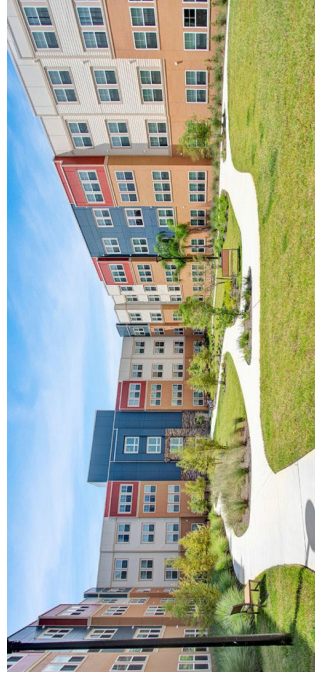
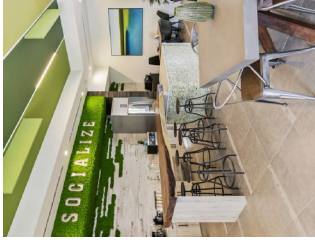
MDC017



HOUSING TRUST GROUP

UNMATCHED EXPERIENCE AND CAPACITY

- Staff and principals combined, have successfully developed over **25,000** multifamily rental units, of which over **15,000** utilized Tax Credits.
- Our **fully integrated** platform with **157** employees includes development, finance, accounting, legal, construction, compliance, construction management, property management and asset management.
- **Top-ranked affordable and workforce housing development company in Florida and ranked in the top 20 in the country.**

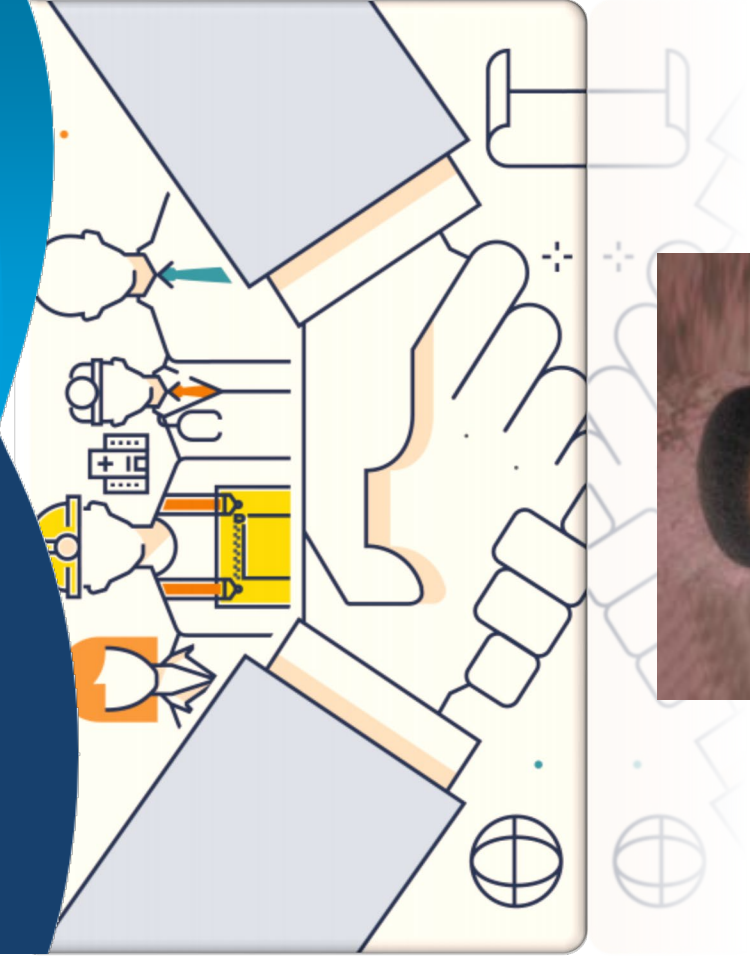


ELITE EQUITY DEVELOPMENT (ELITE) STRATEGIC EQUITY PARTNER

- **Roosevelt Bradley** who has **30 years** of experience with **both the public and private sectors.**
- **Unmatched experienced** in **community engagement** from his **22-year** tenure as a **County official.**
- **Elite** will be involved in every facet of the development process, helping to **lead communications** with the community and organizations, as well as engagement during the pre-construction process to facilitate and coordinate the **participation of W/M/DBEs and local area residents.**



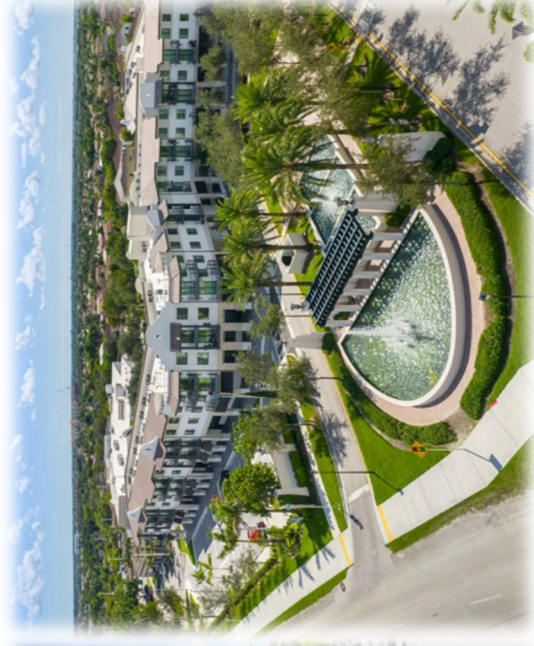
ELITE EQUITY
DEVELOPMENT, INC.



SIMILAR MIXED-INCOME PROPERTIES



MDC020



Princeton Park

Princeton, FL

Units: 150

Completion: January 2019

Community features:

- Resort style swimming pool
- Clubhouse
- Fitness center
- Walking trail
- Dog park
- Playground

Max's Landing

Kendall, FL

Units: 76

Completion: June 2021

Community features:

- Resort style swimming pool
- Conference Room
- Business Center
- Fitness center
- Package locker room
- Electric Car Charging Stations
- Commercial retail space

Father Marquess-Barry

Miami, FL

Units: 60

Completion: March 2022

Community features:

- Multi-purpose room
- Fitness center
- Business center

Rainbow Village

Miami, FL

Units: 1,316

Completion: Funded, in pre-development

Community features:

- Office and retail space
- Daycare
- Clubhouse
- Movie Theater
- Community center
- Private Garage Parking

MIXED INCOME & INTERGENERATIONAL

60-80% AMI - 272 UNITS PROPOSED

INCOME RANGE			\$40,980 - \$73,710	
UNIT TYPE	PROPOSED RENTS	MARKET RENTS		
1 BED/ 1 BATH	\$1,097 - \$1,280	\$1,885		
2 BED/ 2 BATH	\$1,317 - \$1,536	\$2,425		
3 BED/ 2 BATH	\$1,521 - \$1,774	\$3,074		

30% AMI - 48 UNITS PROPOSED

INCOME RANGE			\$20,490 - \$31,590	
UNIT TYPE	PROPOSED RENTS	MARKET RENTS		
1 BED/ 1 BATH	\$548	\$1,885		
2 BED/ 2 BATH	\$658	\$2,425		

Naranja Grand will promote diversity of economic lifestyles and income levels.



200 UNITS
FAMILIES

120 UNITS
SENIORS

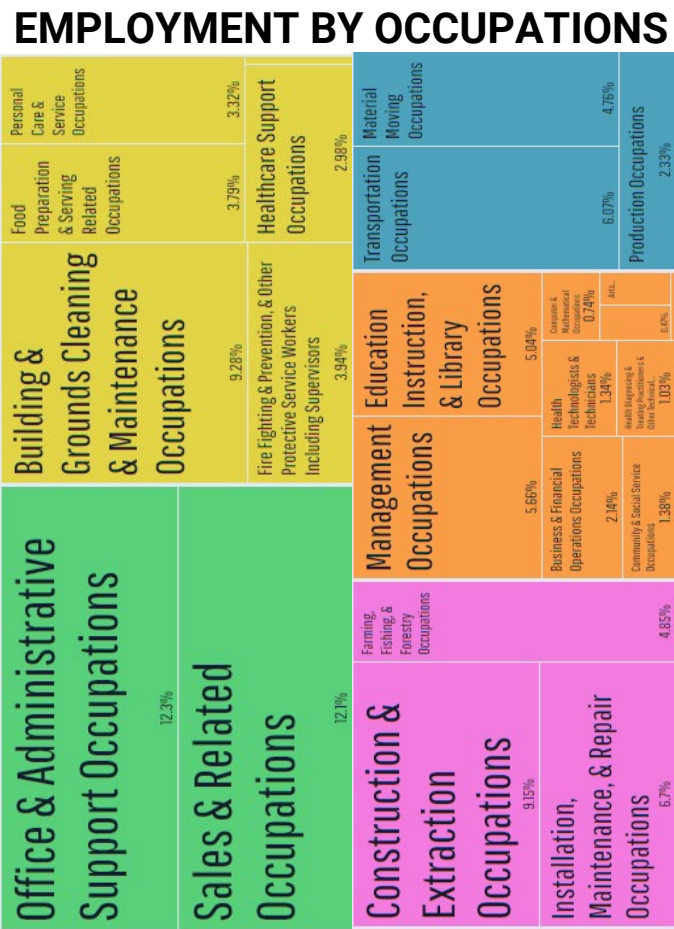


AFFORDABILITY AND ECONOMIC MOBILITY

- Naranja Grand is for residents earning 30%, 60% and even 70% AMI
 - Represents a dynamic mix of Affordable and Workforce units
- Economic indicators in the Naranja CRA are positive:
 - From 2019 to 2020, **employment** in Leisure City grew **4.11%**
- The largest industries in Leisure City, FL are **Retail Trade, Construction, and Health Care & Social Assistance**

MDC022

33032 Zip Code Median Household Income	\$59,878
City of Homestead Median Household Income	\$50,723
Teachers, Law Enforcement, Medical & Service Industry Salaries	\$34,000 - \$75,000
Seniors and households on fixed income	\$12,000 - \$43,000
60% - 70% AMI Income Range	\$40,980 - \$73,710
30% AMI Income Range	\$20,490 - \$31,590



LIVE

WORK

EAT+PLAY



NARANJA LAKES CRA GOALS

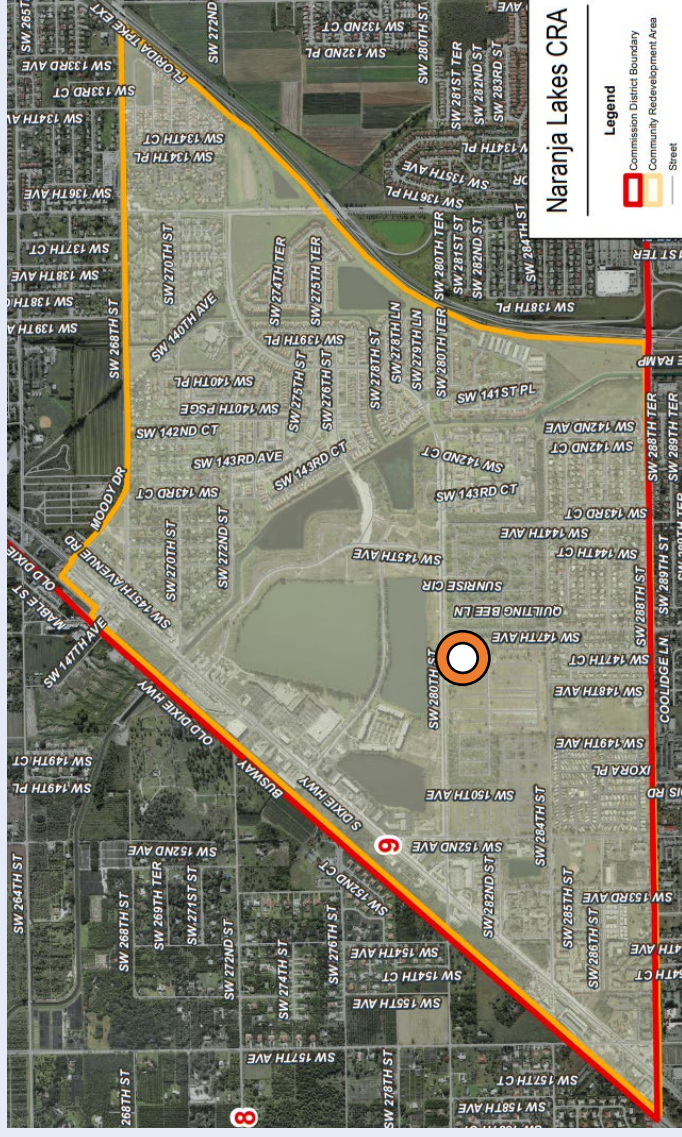


The vision for the Naranja Lakes District is to elevate businesses, development activity and quality of life for local residents.

CRA goals are geared towards developing a vibrant community with thoughtful and strategic beautification to enhance the districts job growth, business development, housing, and walkability.

- ✓ Providing quality of life in attainable housing for residents
- ✓ Providing families an opportunity for upward mobility
- ✓ High-density development near public transportation options
- ✓ Environmental sustainability with NGBS Certification
- ✓ Investment in area infrastructure
- ✓ Expands Economic Opportunity through local hiring preferences & Free Career Training Programs

MDC023



PHASE I

+ 320
new residential
units in two
buildings

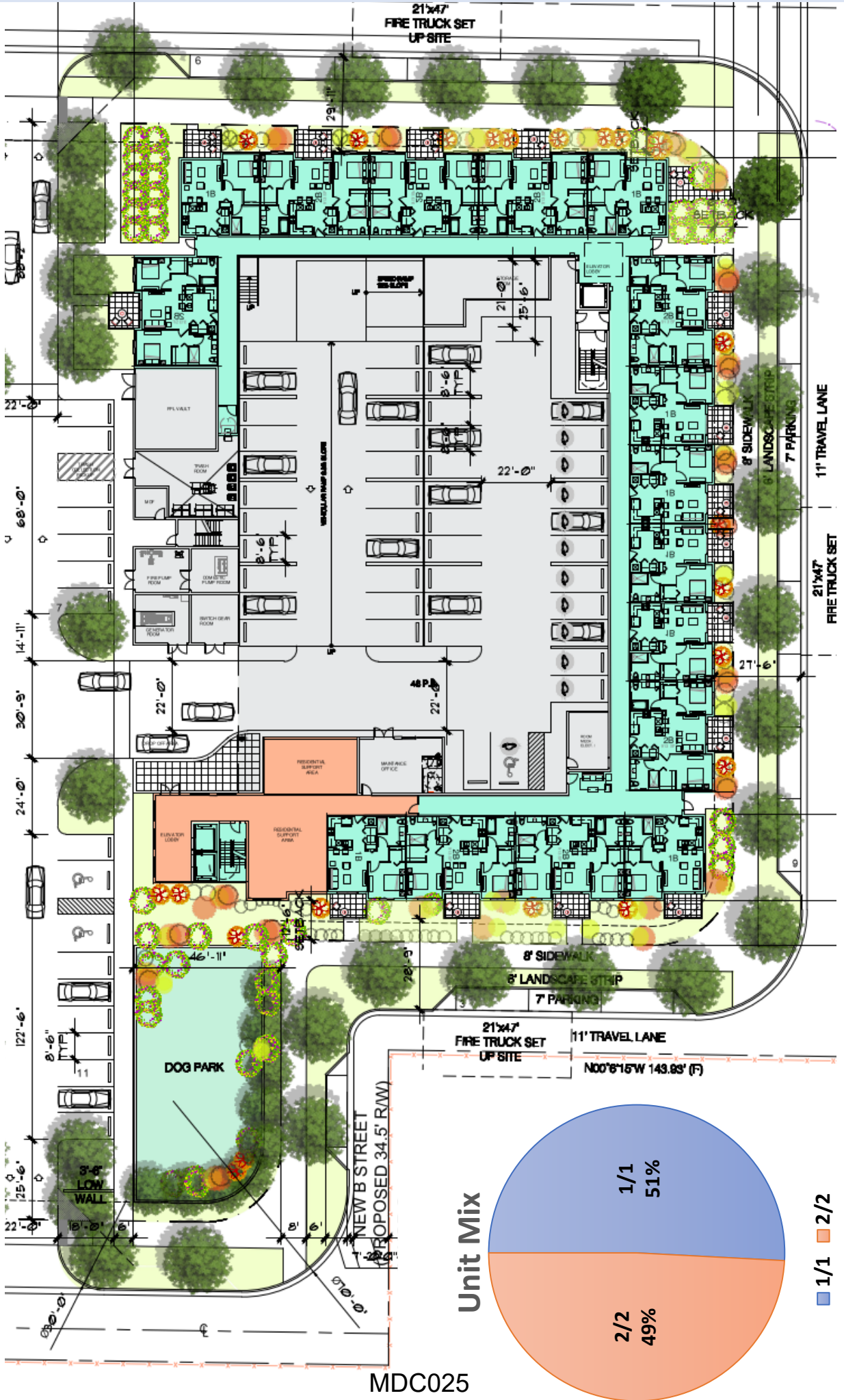
+ 416
parking spaces,
including a
covered
parking garage

MDC024



PHASE I: SENIORS

- **120 Units**
- **Average Size: 806 SF**
- **Amenities:**
 - clubroom,
 - fitness room,
 - outdoor gardens & seating areas,
 - dog park
- **134 parking garage spaces**

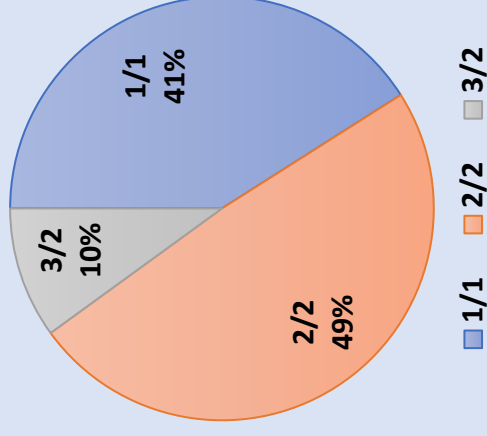


S.W. 280th. STREET - WALDIN DRIVE
(MAIN STREET - LCUC XXXIII (K))

PHASE II: FAMILY

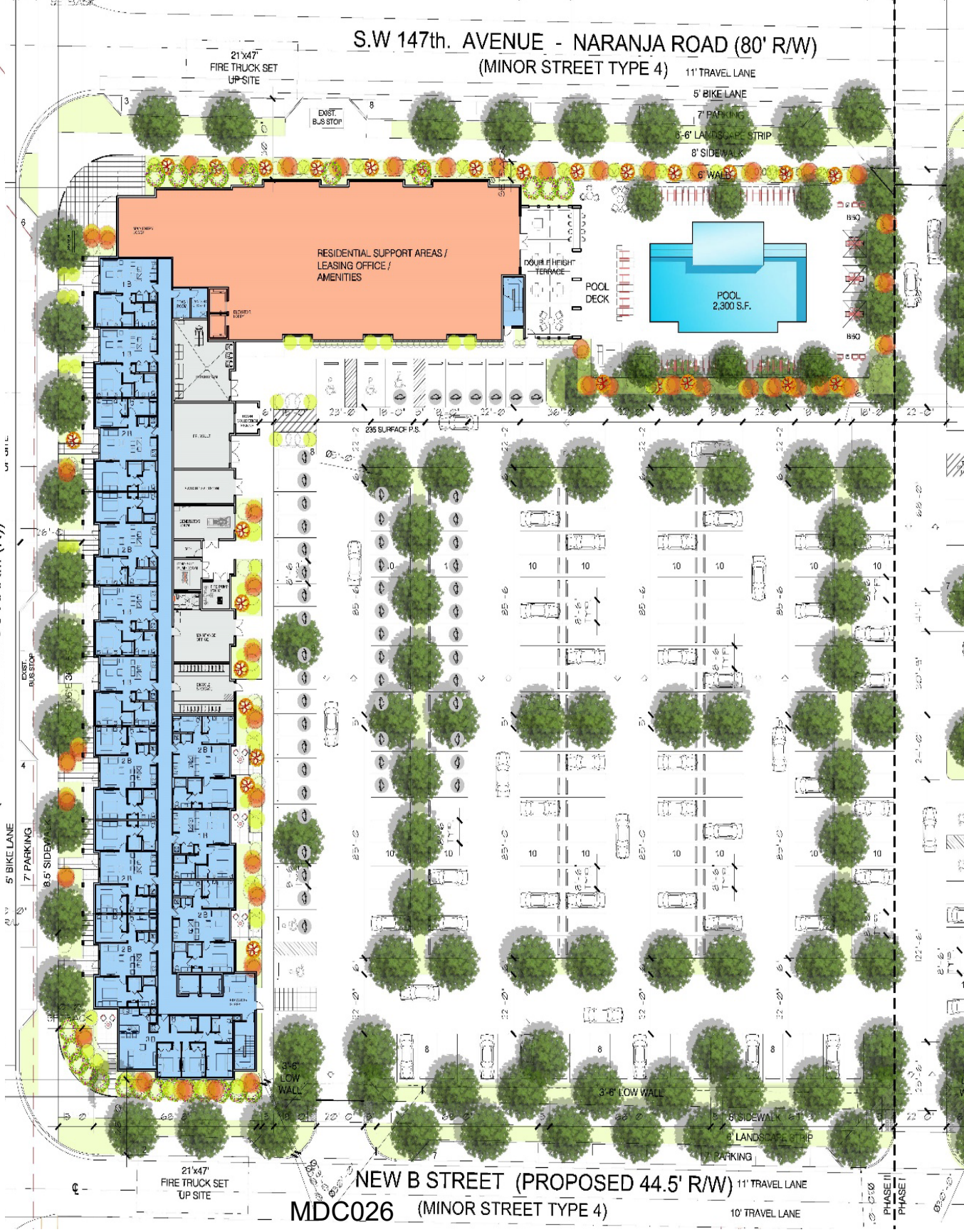
- 200 Units; 282 parking spots
- Average Size: 839 SF
- Amenities: Clubroom,

Coworking/Office Space
Fitness center, Swimming
Pool, BBQ Area, Bike storage



Unit Mix

12



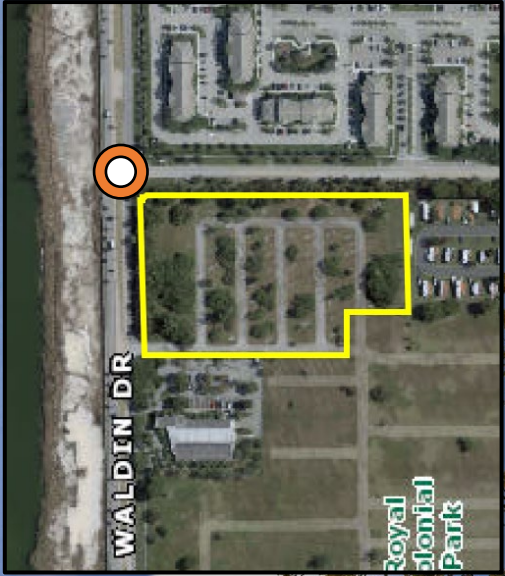
MDC026

(MINOR STREET TYPE 4)

PHASE II
PHASE I

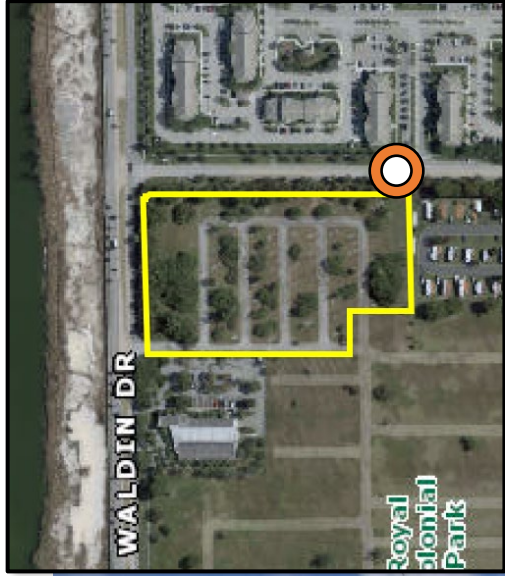
View from Waldin Drive & SW 147th AVE.

Naranja Grand II Entrance (Family)



MDC027





MDC028



FINANCING

SOURCES	AMOUNT (USD)	% of Total
9% Tax Credit Equity	26,869,092	25.10%
4% Tax Credit Equity	32,719,876	30.57%
Self Sourcing Equity - HTG + ELITE	2,500,000	2.34%
Private Permanent Loans	30,800,000	28.78%
SAIL	5,000,000	4.67%
ELI	600,000	0.56%
NHTF	1,546,000	1.44%
SURTAX FY2021	4,000,000	3.74%
SURTAX FY2022 (Awaiting Scoring)	3,000,000	2.80%
TOTAL	107,034,968	95%
FINANCING GAP	6,197,893.85	5.79%
USES	AMOUNT (USD)	% of Total
Hard Costs (Residential)	79,790,482	70.20%
General Development Costs	20,332,009	18.12%
Legal Fees	924,366	0.82%
Financing Costs	5,441,129	4.85%
Taxes and Insurance	1,189,393	1.06%
Capital Lease Payment	4,000,000	3.56%
Operating Deficit Reserve	1,221,595	1.09%
Soft Cost Contingency	333,888	0.30%
TOTAL USES	113,232,862	100%



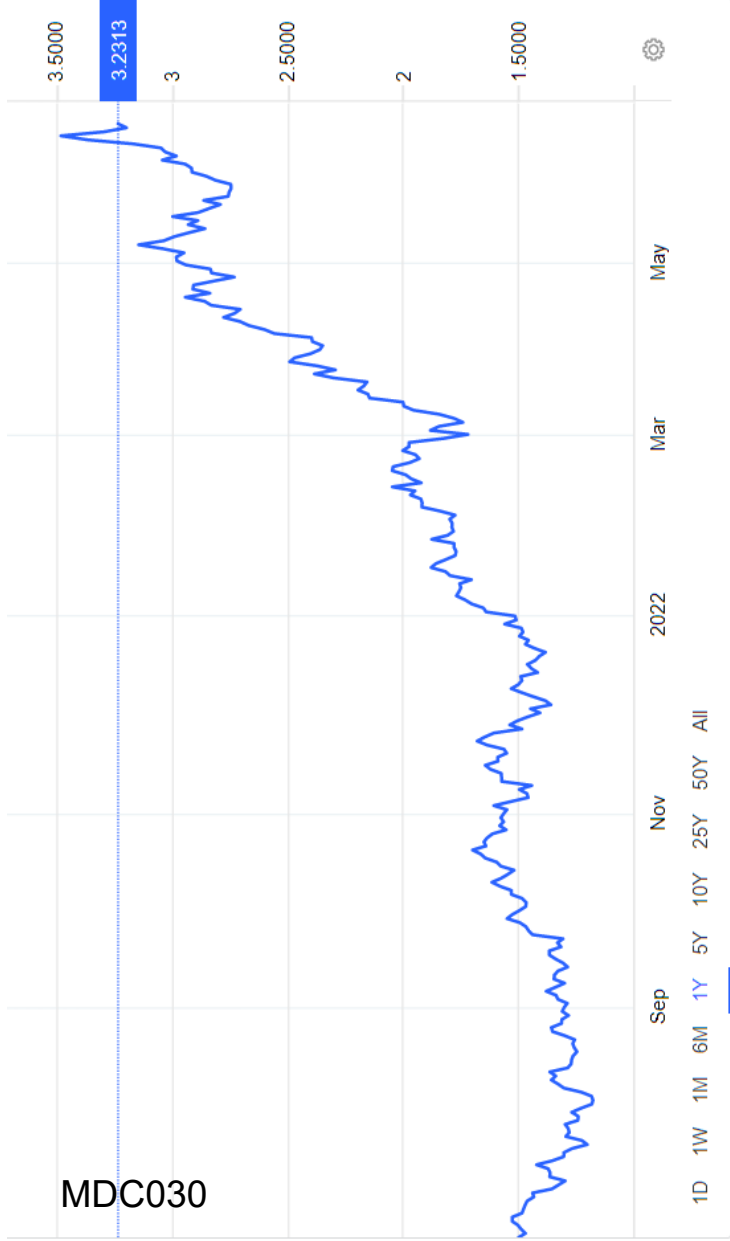


NATIONAL ECONOMIC CONDITIONS FOR DEVELOPERS

INTEREST RATES 10 -Year Treasury Yield

- 4.39% = Average monthly increase
- 46.24% = Increase from March 2022 to April 2022

US 10-Year Note Bond Yield (percent)



REDUCED DEBT

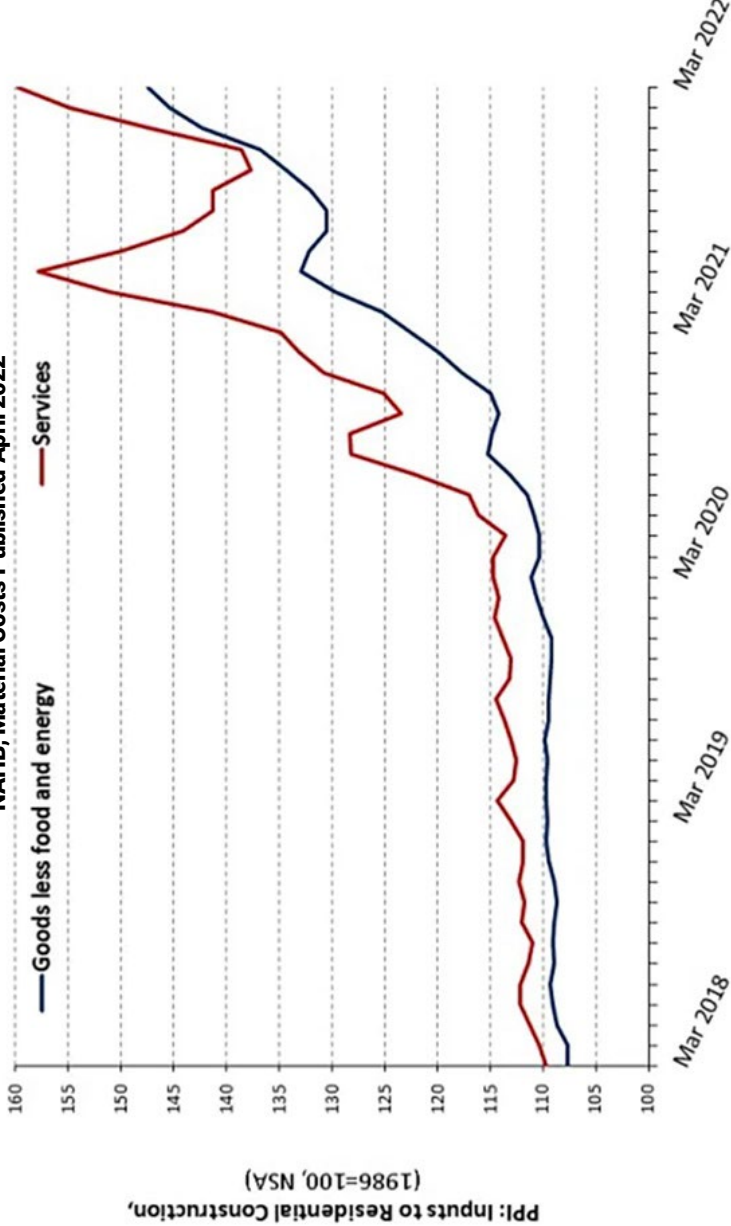
Construction Materials

- 4.78% = Average annual increase since 2011
- 28.70% = Increase from 2021 to 2022

Price of Inputs to Residential Construction

March 2018 - March 2022

NAHB, Material Costs Published April 2022



— Goods less food and energy

LESS UNITS BUILT



LOCAL ECONOMIC CHALLENGES FOR RENTERS

THE BIG PICTURE

Rising interest rates = less homeownership;
MORE RENTERS

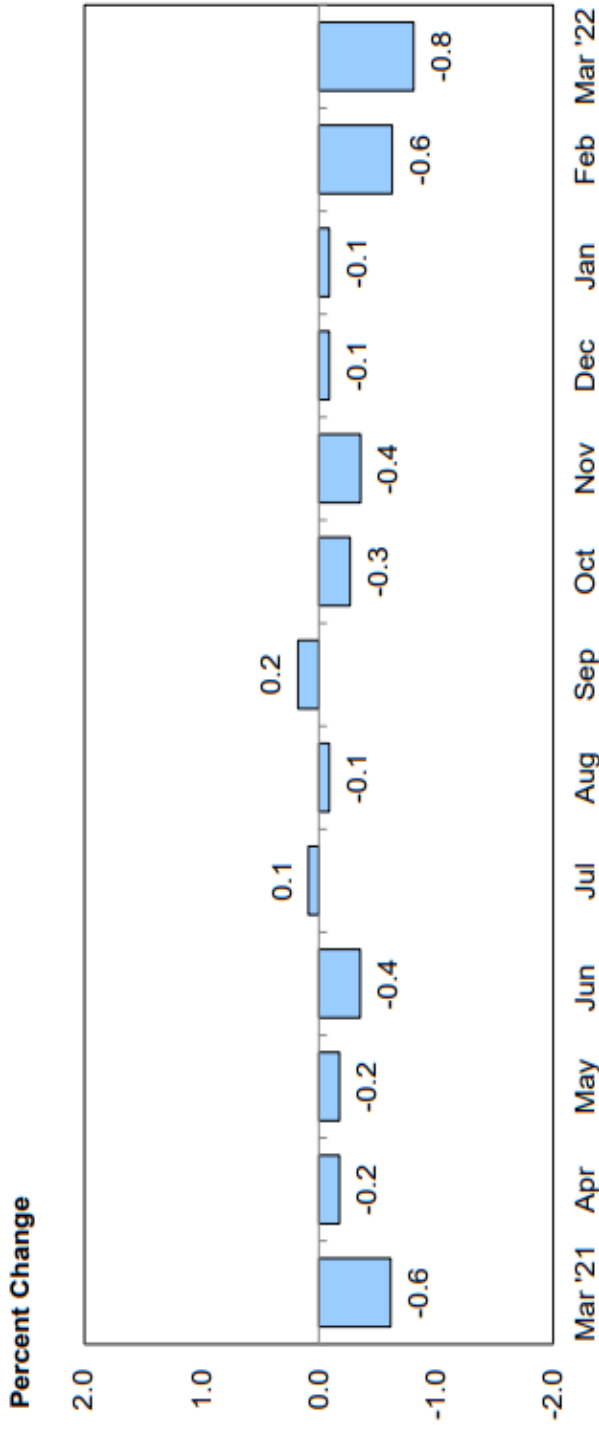
Case-Schiller Home Price Index

- **4.30% = Average annual increase**
- **19.17% = Increase from 2021 to 2022**

Real Earnings: BLS earnings are down YoY,
decreasing affordability

Miami's median apartment rent skyrocketed 58 percent to \$2,988 per month since March 2020, according to a March 2022 report from Realtor.com.

Chart 1: Over-the-month percent change in real average hourly earnings for all employees, seasonally adjusted, March 2021–March 2022



INCENTIVE REQUESTED/PHASE	TOTAL
CRA Assistance (disbursed between September 2023 and December 2024)	\$6,000,000
BENEFITS (QUANTIFIABLE WITHIN 15 YRS)	
Property Taxes Paid by Naranja Grand	\$4,649,728
Disposable Income Reinvested into Local Economy	\$129,881,377
TOTAL BENEFITS RECEIVED	\$134,531,105
ADDITIONAL BENEFITS TO THE COMMUNITY	
1. Significant streetscape improvement on all frontages	
2. Intergenerational Housing (families and seniors)	
3. Prominent public and private entrances	
4. Beautification along the Waldin Drive corridor	
5. Provide for traffic calming with tree canopy planting and on-street parking – See Traffic Congestion Reduction Strategies on next slide	
6. Complete the sidewalk network for continuous pedestrian access	
7. 390 Local Jobs Created – 50% of permanent jobs created pay over median Miami-Dade County wage	
8. 320 Affordable Housing Units for the Community	



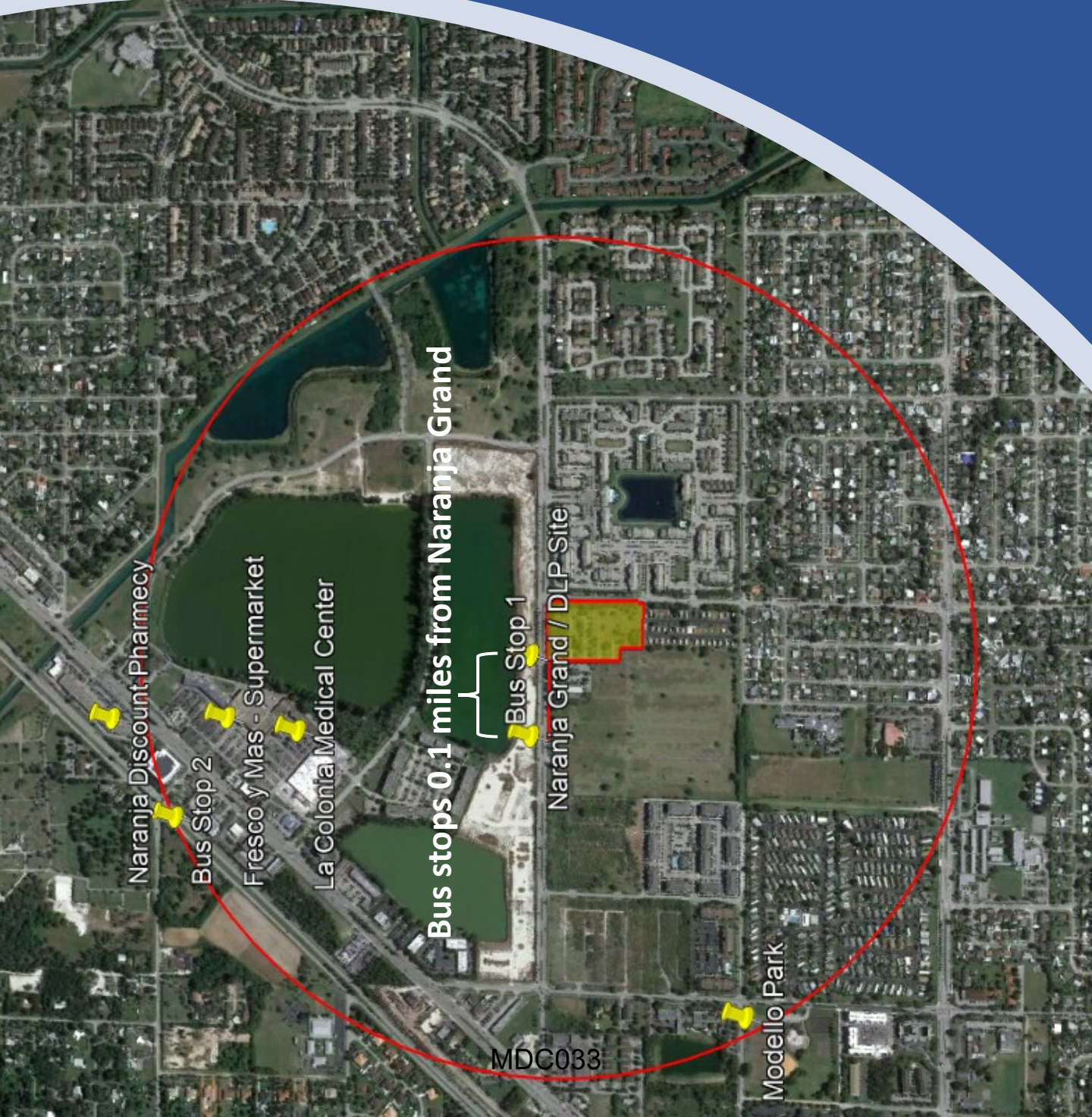
Community Redevelopment Agency



INCENTIVES REQUESTED VS. BENEFITS PROVIDED

HELPING REDUCE OUR CAR DEPENDENCE

- **Close to Essential Amenities**
 - Supermarket
 - Mass Transit: Bus Stations (0.1 mile)
 - Medical Centers & Pharmacies
 - Community Park
- **Close to Major Employers**
 - Major employment sectors include Health Care and Social Assistance, Retail/Sales, Construction, and Administrative Services
- **Live-Work and Work-from-Home Lifestyles**
 - Business Lounge
 - Shared Co-Working Spaces
 - High-Speed WiFi in all common areas
 - Variety of Outdoor Spaces & Amenities to promote work-life balance





SUSTAINABILITY FEATURES



Home Innovation
NGBS GREEN CERTIFIED™

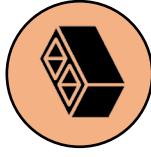
MDC034



- **Energy-efficient lighting fixtures and appliances**



- **Efficient heating & cooling systems**



- **Water-saving plumbing fixtures**

- **Maximize natural light & ventilation**



- **Prioritizes Locally-Sourced Materials**

- **Prioritizes Native Landscape**



- **Access to Public Transportation**



- **Bicycle Storage**



- **Social Sustainability via Supportive Programs**

like adult literacy, computer training & financial management.



LOCAL & WMBE BUSINESS HIRING

- **WMBE hiring commitment of 25% of construction costs**
- **Local hiring commitment of 25% of all new hires**
- **Job training and placement opportunities, including special groups like veterans, persons with disabilities, the homeless and persons who are in recovery from addiction. Examples:**

**OSHA 10; NCCER CORE, ELECTRICAL,
CARPENTRY, MASONRY, CONCRETE**

- **Job Fairs for temporary and permanent positions before and after construction completion**
- **These job fairs will also serve as a platform to recruit interested mentees to HTG's apprenticeship program**



390

**Estimated
Local Jobs**

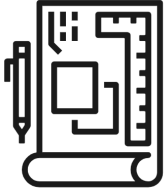


**COMMUNITY-BASED
RESOURCES**

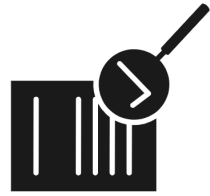
Already Completed	
Completion in 2022	
Completion in 2023	

ACTIONS/ ITEMS		ESTIMATED START FINISH	
INVITATION TO CREDIT UNDERWRITING		3/22	3/22
Architecture, Structure, MEP		1/22	9/22
Civil Engineering		1/22	9/22
Final Site Plan Approval		6/22	2/23
Geotechnical Study/Engineering Report		2/22	3/22
ESA Phase I		2/22	3/22
Design Survey (Topo, Tree, ALTA)		2/22	3/22
Appraisal		11/22	12/22
Market Study		11/22	12/22
Groundbreaking Ceremony		1/23	1/23
Equity and Debt Solicitation		1/22	3/23
Equity and Debt Selection		3/23	5/23
General Contractor (Bidding & Contract)		2/23	4/23
Plan & Cost Review		4/23	5/23
Issuance of CUR		5/23	5/23
Approval of CUR		6/23	6/23
Financial Closing		7/23	7/23
Construction Activities		8/23	10/24





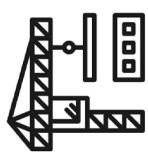
Design & Permitting
11 months
70% Complete



Reports and Studies
9 months
90% Complete

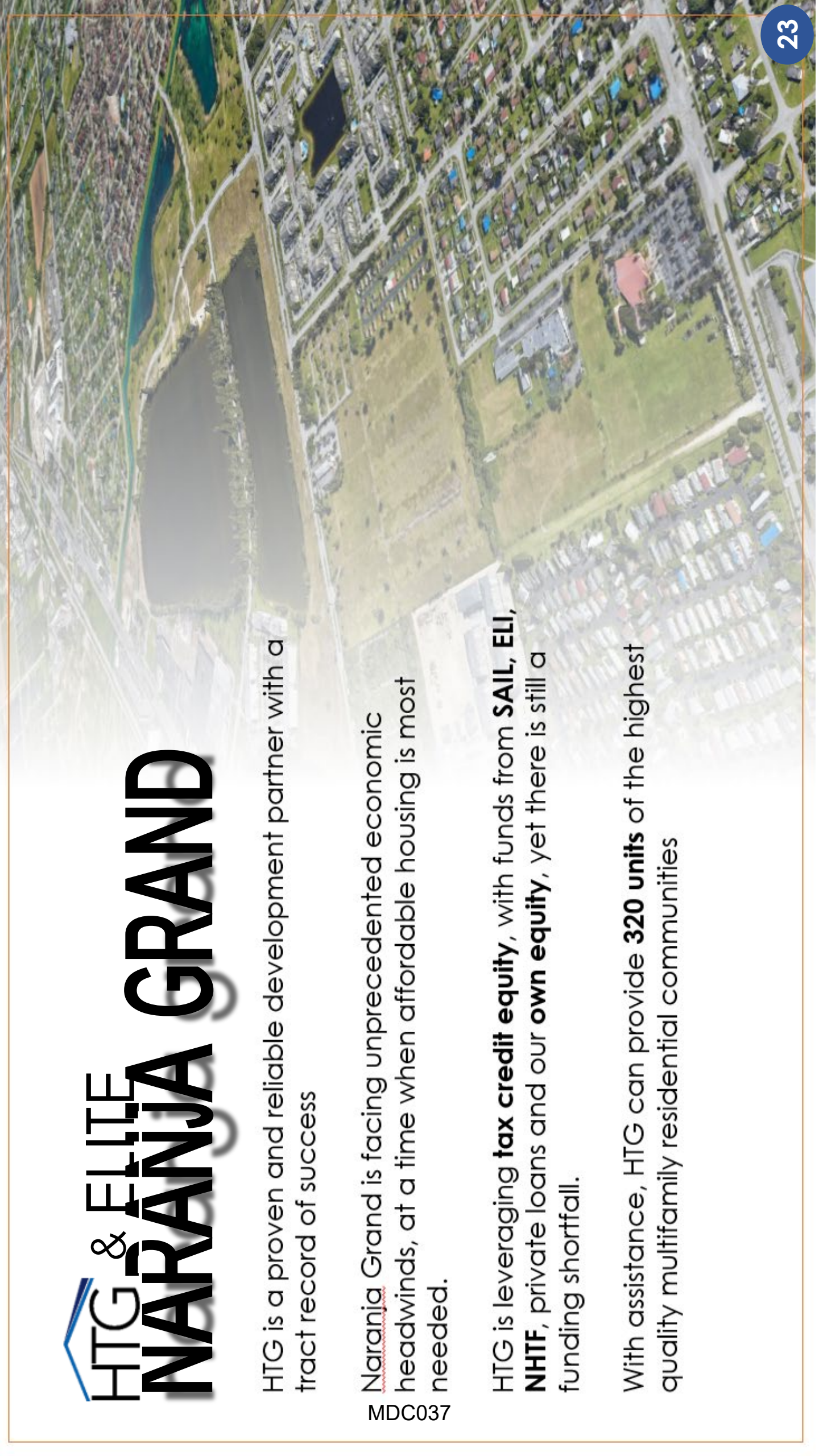


Financing
6 months



Construction
14 months

NARANJA GRAND DEVELOPMENT TIMELINE



HTG & ELITE NARANJA GRAND

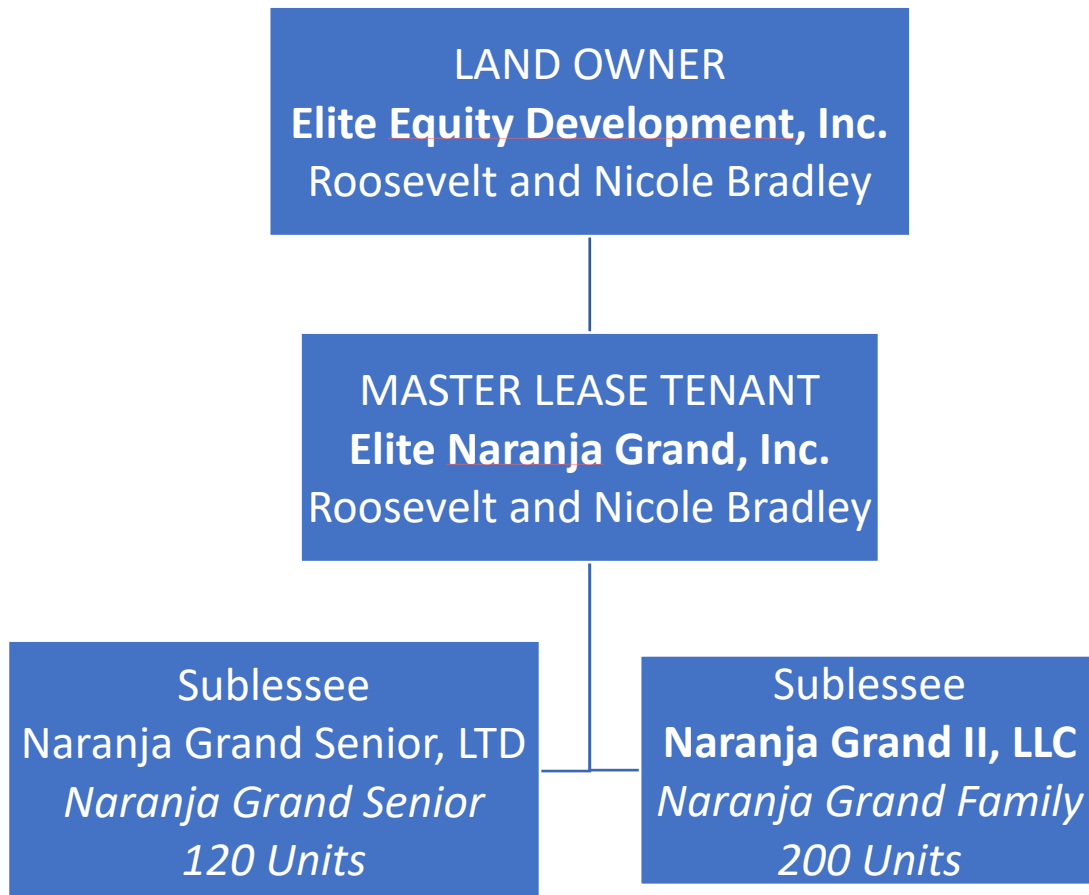
HTG is a proven and reliable development partner with a tract record of success

Naranja Grand is facing unprecedented economic headwinds, at a time when affordable housing is most needed.

HTG is leveraging **tax credit equity**, with funds from **SAIL, ELI, NHTF**, private loans and our **own equity**, yet there is still a funding shortfall.

With assistance, HTG can provide **320 units** of the highest quality multifamily residential communities

MDC037



ELITE EQUITY DEVELOPMENT, INC.

7942 NW 164 Terrace
Miami Lakes, FL 33016
(305) 335-1469
Roosevelt.Bradley@hotmail.com

April 17, 2023

The Honorable Kione McGhee

District 9 Commissioner
111 NW 1st Street
Suite 220
Miami, Florida 33128

Re: Request for Extension to Complete the Development of Infill Lots

Dear Honorable Commissioner McGhee:

Elite Equity Development, Inc., (Elite) is managed by Roosevelt Bradley. Elite is requesting the extension for the development of the following referenced properties (Single-Family Lots: Folio 10-7813-004-0880, 10-7813-004-0930, 30-6913-000-0860, 30-6007-003-0090, 10-7813-052-0400; Naranja Grand Parcel: 30-7904-000-0012) for the purpose of developing five (5) Single-Family Homes, 120 units of Senior Living and 200 Multi-Family Affordable Housing rental units, for the residents of Miami-Dade County.

This project will create critically needed dwelling units within the County. In addition, Elite is dedicated to the creation of a significant number of jobs and an apprenticeship program for the residents and business owners in your District, by hiring small and community-based contractors and small businesses within the County.

The Properties are located in Commission District 9, which is represented by Commissioner Kione McGhee.

Below is the status of all the folios/properties:



MULTI FAMILY – AFFORDABLE HOUSING DEVELOPMENT

Although we plan to close by the end of the year we are requesting a 12-18 month extension as an abundance of caution since we plan to apply for FHFC inflation funds. Also, we need to ensure that we are in compliance with the following:

- Naranja Grand – Phase I will deliver 120 units in Leisure City, Miami-Dade County, Florida in the Senior demographic. The project will be financed with 9% Credits, Miami-Dade Surtax Funds, conventional taxable debt, and FHFC inflation funds which will be allocated after July 1, 2023. Closing should occur on or about November 15, 2023.
- Naranja Grand – Phase II will deliver 200 units in Leisure City, Miami-Dade County, Florida in the Family demographic. The project will be financed with 4% Credits, Tax Exempt Bonds, Subordinate SAIL, ELI, NHTF, Surtax, Self Sourced funds, and FHFC inflation funds which will be allocated after July 1, 2023. Closing should occur on or about December 01, 2023.

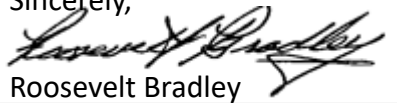
SINGLE FAMILY HOMES DEVELOPMENT:

The development on these parcels will be sold for the County's maximum affordable housing rate. All plans were submitted to the County and the City of Homestead for permit approval but due to the moratorium on the sewer system pumps in Homestead, for the last two (2) years, the permits are on hold by DERM and HRS. We were informed by the City of Homestead that the sewer system pump upgrade will be completed by the end of May 2023, thus lifting the moratorium. The lots are grandfathered for a septic system but these lots are too small to accommodate the new septic system as per Miami-Dade County. Therefore, we are waiting to attach to the sewer once the new pump station is completed in May 2023. Due to this delay we are asking for an extension of 12-18 months for construction after the moratorium is lifted.

Property Address	Folio #	Status	Estimated Start Date
652 SW 7 ST	10-7813-004-0880	Waiting on DERM approval	11/29/2023
		Plans approved	
710 SW 7 ST	10-7813-004-0930	Waiting on DERM approval	11/29/2023
		Plans approved	
	30-6913-000-0860	Plans process	12/20/2023
	30-6007-003-0090	Plans process	2/20/2024
		very skinny lot	
		waiting on plan approval	
	10-7813-052-0400	Plans process	2/20/2024

Thank You for considering granting this 18 month extension as we look forward to completing the development of these projects.

Sincerely,



Roosevelt Bradley

President and CEO



CFN 2020R0661803
OR BK 32198 Pgs 965-971 (7Pgs)
RECORDED 11/16/2020 16:53:51
DEED DOC TAX \$0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

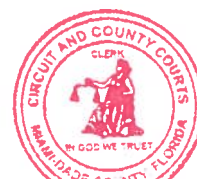
THIS COUNTY DEED (the "Deed"), made this 16th day of November, 2020 by MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit company, ("**Elite**"), whose address 7942 NW 164th Terrace, Miami Lakes, FL 33016, its successors and assigns.

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

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

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

1. That the Properties shall be developed by ELITE as affordable and workforce housing with approximately 56 affordable rental units. That the Property is being sold with a restriction requiring the development of the Property as affordable and workforce housing as set forth in section 125.379, Florida Statutes, to be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income ("Qualified Renters"). In addition to the affordable and workforce housing, the Property may also be developed with some supporting community space for youth and family programs.
2. Upon issuance of a final Certificate of Occupancy for the development ELITE shall



execute and record in the Public Records of Miami Dade County 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.

3. That the Property shall be developed within forty-eight (48) months of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which ELITE must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the ELITE must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within forty-eight (48) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That ELITE shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: any such assignment, transfer, or leasehold interest to an entity owned or controlled by ELITE, or any subsidiary or affiliate thereof.
5. That ELITE shall pay real estate taxes and assessments on the Property or any part thereof when due. ELITE 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 ELITE may encumber the Property with:
 - a. Any leasehold interest in accordance with paragraph 4 or mortgages including any leasehold mortgage(s) in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by ELITE (together, the "Improvements") as determined by an appraiser selected by ELITE; and
 - b. Any mortgage(s) or leasehold mortgages in favor of any institutional lender or investor refinancing any mortgage of the character described in clause a) hereof,



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

- c. Any mortgage(s) or leasehold mortgages in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

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 encumbrances permitted under this paragraph or any change in ownership, and shall apply to the “successors heirs and assigns” of ELITE.

6. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 5(a) or 5(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by ELITE, stating the value of the Property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. 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.
7. If in the sole discretion of the County, if (a) ELITE ceases to exist prior to rental of the Dwelling Units to the Qualified Renters; (b) ELITE fails to rent the Dwelling Units within the rent limits described herein; (c) ELITE fails to close on its financing for the project contemplated herein within three (3) years of the date this Deed is recorded; (d) ELITE fails to construct the project contemplated herein within 48 months of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, ELITE shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If ELITE fails to remedy such default within sixty (60) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. Notwithstanding the foregoing, the County agrees, but shall have no obligation, to give any mortgagee or the ELITE's investor member(s) or partners, as applicable, notice of any default under this Deed, and such persons shall be extended an opportunity to cure such default, which cure period shall be a period of sixty (60) calendar days longer than the period to cure which is otherwise extended to ELITE. In the event of such reverter, ELITE shall immediately deed the Property 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 such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by ELITE. The County retains such reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the Property revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

8. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.
9. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish ELITE with an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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



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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

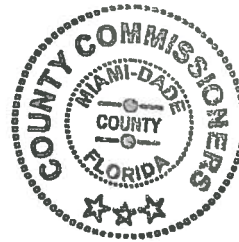
By: _____

Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: /s/ Shannon D. Summerset-Williams

Shannon D. Summerset-Williams
Assistant County Attorney



The foregoing was authorized by Resolution No. R-1071-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 20th day of October, 2020.

MDC046



IN WITNESS WHEREOF, ELITE EQUITY DEVELOPMENT, INC., a Florida for profit company, has caused this document to be executed by its respective and duly authorized representative on this 5th day of November, 2020, and it is hereby approved and accepted.

[Signature]
Witness/Attest
[Signature]

Rochelle Bradley
Witness/Attest
Rochelle Bradley

By: [Signature]
Name: ROOSEVELT BRADLEY
Title: PRESIDENT / CEO

STATE OF FLORIDA

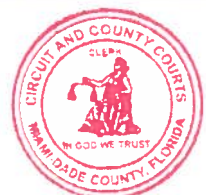
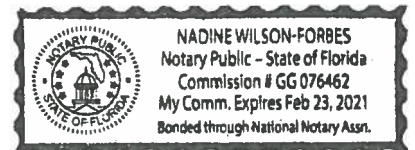
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 5 day of November 2020 by Roosevelt Bradley as President, on behalf of **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit company. S/he is personally known to me or has produced a Florida Driver's License No. N/A as identification.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

2.23.2021



MDC047

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6007-003-0090	LA-GREE SUB PB 38-37 LOT 13
30-6913-000-0860	13 56 39 .50 AC N100FT OF S565FT OF SW1/4 OF SW1/4 OF SE1/4 LESS E415FT & W 35FT
10-7813-004-0880:	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOT 10 BLK 3
10-7813-004-0930	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOT 15 BLK 3
10-7813-052-0400	TATUMS COLORED TOWN ADD TO HMST E44 1/2FT OF LOTS 21 TO 24 INC BLK 5 PB 9-62

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on NOV 16 2020 day of NOV 16 2020, AD 20
WITNESS my hand and Official Seal.
HARVEY RUVIN, Clerk of Circuit and County Courts
By Monica E. De La Cruz #212109 P.C.



ATTACHMENT "F"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
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, dated November 16, 2020, and recorded on November 16, 2020, in Official Record Book 32198 Pages 972-978 of the Public Records of Miami-Dade County.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED (the "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. 1st Street, Miami, Florida 33128-1963, and **ELITE EQUITY DEVELOPMENT, INC.**, a Florida profit corporation ("Elite"), whose address is 7942 NW 164th Terrace, Miami Lakes, Florida 33016, or its successors and assigns.

WHEREAS, the real Property as more fully described in Exhibit "A" (collectively, the "Property"), was conveyed to Elite through that certain County Deed recorded in Official Record 32198 Pages 972-978 of the Public Records of Miami-Dade County on November 16, 2020; and

WHEREAS, Elite is required to and agrees to develop and improve the Property with multi-family affordable or workforce housing; and

WHEREAS, Elite has requested an 18-month extension to develop the Property and further wishes to be permitted to lease or sublease the Property to its wholly owned affiliates; and

WHEREAS, on _____, 2023, the Miami-Dade Board of County Commissioners adopted Resolution No. R_____-23 which authorized the execution of this Deed for the purposes set forth herein,

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

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

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

1. That the Property shall be developed as affordable and workforce housing as set forth in section 125.379, Florida Statutes, and such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes shall not exceed 120% of area median income.
2. That at financial closing Elite and if the Elite shall cause the Property to be developed with affordable or workforce rental housing, then Elite shall execute and record in the Public Records of Miami-Dade County 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.
3. That the Property shall be developed within eighteen (18) months of the recording of this Deed to close on the financing for the project as described in paragraph 1 above. Notwithstanding the foregoing restriction contained in this paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which Elite must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Elite must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. Reserved.

5. That Elite shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of the assignment or transfer by lease or sublease to the affiliates wholly owned or controlled by Elite, which include Elite Naranja Grand, LLC, Naranja Grand Senior Ltd. and Naranja Grand II, LLC. Any subsequent assignments or transfers shall be approved by the County Mayor or County Mayor's designee, at their sole discretion.
6. That Elite shall pay real estate taxes and assessments on the Property or any part thereof when due. Elite 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 Elite may encumber the Property with the following, subject to the requirements set forth in 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 project in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the project, 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.

7. That Elite 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 paragraph 6 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction project on the Property prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs project constructed or to be constructed on the Property. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, Elite must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.

8. That prior to placing any mortgage on the Property, Elite 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 7 above, to evidence that such mortgage does not exceed the cost of construction.
9. That in the event that any mortgage(s) on the Property in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this 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 Deed shall run with the land and shall be binding on any successors or assigns of Elite, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 12 below.
10. In the event that Elite mortgages the Property without compliance with paragraphs 6 through 9 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.
11. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by Elite, or if Elite fails to construct the project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if Elite ceases to exist prior to completion of the project described in paragraph 1 above, or if any other term of this Deed is not complied with, Elite shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Elite fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Elite 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, Elite shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether Elite provides a deed back to the County for such Property.

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

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

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

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

(OFFICIAL SEAL)

ATTEST:

LUIS G. MONTALDO,
CLERK AD INTERIM

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

By: _____
Deputy Clerk

By: _____
Chairperson or Vice-Chairperson

Date: _____

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2023.

In agreeing and accepting this Deed, **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit 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. **ELITE EQUITY DEVELOPMENT, INC** 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 **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit company have caused this document to be executed by their respective and duly authorized representative on this 10th day of May, 2023, and it is hereby approved and accepted.

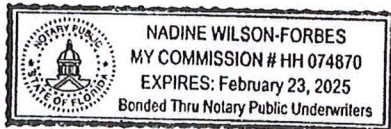
Russell Bradley
Witness/Attest

By: Russell Bradley
Name: Russell Bradley
Title: President

[Signature]
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of May, 2023 by Russell Bradley as President, on behalf of **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit company, and s/he (R) has produced W/ID as identification or () is personally known to me.



Nadine Wilson-Forbes
Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTIONS

30-7904-000-0012	COMM NE COR OF NE1/4 S 89 DEG W 432.95FT S 00 DEG W 40FT FOR POB N 89 DEG E 367.55FT ELY SWLY AD 39.65FT S 00 DEG W 598.67FT S 89 DEG W 292.75FT N 00 DEG E 143.87FT S 89 DEG W 100FT N 00 DEG E 479.99FT TO POB LESS N & E40FT FOR R/WA/K/A HUD 2 F/A/U 30-7904-000-0010 COC 26461-4665 06 2008 3
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ATTACHMENT "G"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed (this "Deed") shall supersede and replace the County Deed, dated November 16, 2020, and recorded in Official Record Book 32198 Pages 965-971 of the Public Records of Miami-Dade County on November 16, 2020.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED (the "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. 1st Street, Miami, Florida 33128-1963, and **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit company ("Elite"), whose address 7942 NW 164th Terrace, Miami Lakes, Florida 33016, its successors and assigns.

WHEREAS, the real properties as more fully described in Exhibit "A" (collectively, the "Properties"), consisting of five (5) lots were conveyed to Elite through that certain County Deed Official Record Book 32198, Pages 965-971 of the Public Records of Miami-Dade County on November 16, 2020; and

WHEREAS, Elite 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 section 125.379, Florida Statutes; 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, Elite 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, Elite wishes to develop the Properties within 18-months of the recording of

this Deed, and sell the single-family homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 21-80; and

WHEREAS, on _____, 2023, the Miami-Dade Board of County Commissioners adopted Resolution No. R____-23 which authorized the execution of this Deed for the purposes set forth herein,

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 Elite, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Elite, 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 section 125.379, Florida Statutes. Elite 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.
2. That the Properties shall be developed and construction completed within 18-months of the recording of this 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 Miami-Dade County Board of County Commissioners (the "Board").
3. That the affordable housing developed on the Properties shall be sold to a very-low, low- or moderate-income household ("qualified households"), as defined in sections 420.0004, Florida Statutes, 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 Elite 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 Elite, 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 Elite 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"), Elite 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 Elite to notify these residents of the availability of homeownership opportunities.
5. That Elite shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. That Elite shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from Elite 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 420.0004, Florida Statutes, at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty (20) consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Elite shall pay real estate taxes and assessments on the Properties or any

part thereof when due. Elite 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 Elite may encumber the Properties with the following, subject to the requirements set forth in 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 paragraph 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 Elite 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 paragraph 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 Deed to be subordinate to any mortgage, Elite must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, Elite 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 paragraph 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 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 Deed shall run with the land and shall be binding on any successors or assigns of Elite, 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 Elite mortgages the Properties without compliance with paragraphs 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 Elite, or if Elite fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Elite ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, Elite shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Elite 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 Elite 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, Elite 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 Elite 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 Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish Elite with an appropriate instrument acknowledging satisfaction with all 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, **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit 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. **ELITE EQUITY DEVELOPMENT, INC** 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 **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit company have caused this document to be executed by their respective and duly authorized representative on this 10th day of May, 2023, and it is hereby approved and accepted.

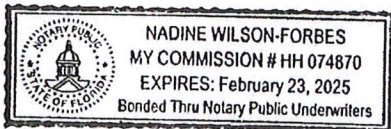
Roosevelt Bradley
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]
Name: Roosevelt Bradley
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 10 day of May, 2023 by Roosevelt Bradley as President, on behalf of **ELITE EQUITY DEVELOPMENT, INC.**, a Florida for profit company, and s/he () has produced W/I as identification or () is personally known to me.



Nadine Wilson-Forbes
Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A**FOLIO NUMBERS****LEGAL DESCRIPTIONS**

30-6007-003-0090	LA-GREE SUB PB 38-37 LOT 13
30-6913-000-0860	N100FT OF S565FT OF SW1/4 OF SW1/4 OF SE1/4 LESS E415FT & W 35FT
10-7813-004-0880	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOT 10 BLK 3
10-7813-004-0930	CENTRAL COMMERCIAL HOMESTEAD PB 41-83 LOT 15 BLK 3
10-7813-052-0400	TATUMS COLORED TOWN ADD TO HMST E44 1/2FT OF LOTS 21 TO 24 INC BLK 5 PB 9-62