

MEMORANDUM

Agenda Item No. 14(A)(2)

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

DATE: September 19, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution consenting to Palm Tree Tax 3, LLC'S conveyance of two properties (Folio Nos. 30-6912-005-0050 and 30-6912-005-0100) to Monceau Real Estate ("Monceau"); subject to certain conditions, granting an extension until November 16, 2026, to provide Monceau and its affiliate, Goulds BH, LLC, a Florida limited liability company, with sufficient time to complete the construction of an eight-story residential structure that will include no less than 170 workforce rental housing units ("project"), requiring Monceau to record a 20-year restrictive covenant to ensure that the project remains affordable; and authorizing the County Mayor to take all actions necessary to effectuate same, and to exercise any and all rights set forth in the County Deed

Resolution No. R-820-23

This item was amended at the September 11, 2023 Housing, Recreation, Culture and Community Development Committee to require the developer to construct no less than 170 workforce rental housing units on the property.

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: September 19, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

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. 14(A)(2)
9-19-23

RESOLUTION NO. _____ R-820-23

RESOLUTION CONSENTING TO PALM TREE TAX 3, LLC'S CONVEYANCE OF TWO PROPERTIES (FOLIO NOS. 30-6912-005-0050 AND 30-6912-005-0100) TO MONCEAU REAL ESTATE ("MONCEAU"); SUBJECT TO CERTAIN CONDITIONS, GRANTING AN EXTENSION UNTIL NOVEMBER 16, 2026, TO PROVIDE MONCEAU AND ITS AFFILIATE, GOULDS BH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WITH SUFFICIENT TIME TO COMPLETE THE CONSTRUCTION OF AN EIGHT-STORY RESIDENTIAL STRUCTURE THAT WILL INCLUDE NO LESS THAN 170 WORKFORCE RENTAL HOUSING UNITS ("PROJECT"), REQUIRING MONCEAU TO RECORD A 20-YEAR RESTRICTIVE COVENANT TO ENSURE THAT THE PROJECT REMAINS AFFORDABLE; 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 COUNTY DEED

WHEREAS, on October 6, 2020, this Board adopted Resolution No. R-932-20, which authorized the land exchange of two properties (Folio Nos. 30-6912-005-0050 and 30-6912-005-0100) ("Palm Tree properties"), which were previously conveyed by the County to Habitat for Humanity of Greater Miami, Inc. ("Habitat"), with Palm Tree Tax 3, LLC, a Florida limited liability of company ("Palm Tree"); and

WHEREAS, as a condition of the land exchange, Palm Tree agreed to convey three of its properties (Folio Nos. 30-6912-001-0460, 30-6912-008-1150 and 30-6934-003-0040) to the County, which in turn would convey these properties to Habitat; and

WHEREAS, in accordance with Resolution No. R-932-20, the Palm Tree properties were conveyed to Palm Tree on the condition that Palm Tree would develop the Palm Tree properties with workforce rental housing within four years of the recording of the County Deed, unless such time was extended by this Board; and

WHEREAS, on November 16, 2020, the County Deed, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference, was executed by the Chairperson of the Board and recorded in the public records on December 16, 2020; and

WHEREAS, the County Deed prohibits Palm Tree from assigning or transferring its interest in the Palm Tree properties without this Board’s consent (“deed restriction”); and

WHEREAS, notwithstanding the deed restriction, Palm Tree conveyed the Palm Tree properties by that certain warranty deed, attached hereto as Attachment “B” attached hereto and incorporated herein by reference, to an entity known as Goulds BH, LLC, a Florida limited liability company, which is an affiliate of Monceau Real Estate (“Monceau”); and

WHEREAS, Monceau also sent a letter to the Commissioner of District 9, dated May 19, 2022, a copy of which is attached hereto as Attachment “C” and incorporated herein by reference; and

WHEREAS, the County became aware of the unrecorded deed on March 15, 2023, when Palm Tree sent a letter to the District 9 Commissioner, a copy of which is attached hereto as Attachment “D” and incorporated herein by reference, in which they request consent to the sale of the Palm Tree properties to Monceau; and

WHEREAS, the warranty deed does not include any of the deed restrictions, including, but not limited to, the County’s reversionary right; and

WHEREAS, Monceau has represented to the County that the warranty deed has not been recorded in the public records, but is being held in escrow; and

WHEREAS, Monceau has a successful history of developing workforce housing in partnership with the County, and Monceau is currently building 74 workforce housing units in Goulds on a development site that was partially conveyed by the County; and

WHEREAS, Monceau is also building 197 workforce housing units in Naranja; and

WHEREAS, Monceau has represented to the County that it has acquired seven lots, and seeks to record the warranty deed pertaining to the Palm Tree properties for the purpose of constructing an eight-story ~~[[250-unit]]~~¹ residential structure that will include >> no less than 170<< workforce rental housing >>units<< (“project”); and

WHEREAS, on October 10, 2022, Palm Tree was administratively dissolved as more fully described in Attachment “E” attached hereto and incorporated herein by reference; and

WHEREAS, Monceau represents that they have no means of revising the warranty deed because of Palm Tree’s administrative dissolution; and

WHEREAS, Monceau’s attorney, on Monceau’s behalf, also sent a letter to the Commissioner of District 9, dated May 18, 2023, a copy of which is attached hereto as Attachment “F” and incorporated herein by reference, in which he requests that the County consider extending the timeframe for completion of the project through 2026; and

WHEREAS, Monceau’s attorney further represents that Monceau would be willing to record a restrictive covenant in the public records to ensure the project remains affordable for no less than 20 years; and

¹ Committee amendments are indicated as follows: Words stricken through and/or ~~[[double bracketed]]~~ are deleted, words underscored and/or >>double arrowed<< are added.

WHEREAS, this Board wishes to consent to: (1) the conveyance of the Palm Tree properties by Palm Tree to Monceau; (2) the extension of the completion date of the project until November 16, 2026; and (3) the recording of the restrictive covenant to ensure the project remains affordable for a period of 20 years,

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. Subject to the conditions set forth in section 4 of this resolution, this Board consents to Palm Tree Tax 3, LLC's conveyance of two properties (Folio Nos. 30-6912-005-0050 and 30-6912-005-0100) ("Palm Tree properties") to Goulds BH, LLC, a Florida limited liability company, an affiliate of Monceau Real Estate ("Monceau"), as set forth in that certain warranty deed, attached hereto as Attachment "B" and incorporated herein by reference, and to the simultaneous recordation of same in the public records with the restrictive covenant more fully described in section 4 below.

Section 3. Subject to the conditions set forth in section 4 of this resolution, this Board further grants an extension until November 16, 2026, to provide Monceau with sufficient time to complete the construction of an eight- story ~~[[250-unit]]~~ residential structure that will include >> no less than 170<< workforce rental housing >>units<< ("project"). This Board further authorizes the County Mayor or County Mayor's designee to take all steps to effectuate the extension granted herein, including, but not limited to, preparing, executing, and recording an instrument in the Public Records of Miami-Dade County, Florida, subject to the approval of the County Attorney's Office for form and legal sufficiency.

Section 4. This Board's consent to the conveyance of the Palm Tree properties to Monceau and the granting of the extension as set forth in sections 2 and 3 of this resolution, respectively, is conditioned on Monceau simultaneously recording in a public record the warranty deed and a restrictive covenant, in generally the form attached hereto as Attachment "G" and incorporated herein by reference, that requires the project to remain affordable for a period of no less than 20 years and requires the project to be completed no later than by November 16, 2026. The final form of the restrictive covenant shall be submitted by Monceau to the County Mayor or County Mayor's designee and the County Attorney's Office for approval. In the event Monceau fails to comply with the requirements of this section, this Board hereby authorizes the County Mayor or County Mayor's designee to take all necessary steps to enforce the deed restrictions set forth in the County Deed, which is attached hereto as Attachment "A" and incorporated herein by reference, and such other steps as set forth in section 5 of this resolution.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to exercise all rights set forth in the County Deed and the restrictive covenant, 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 as set forth in the County Deed and the restrictive covenant, 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 Monceau, after conducting all due diligence, including, but not limited to, title

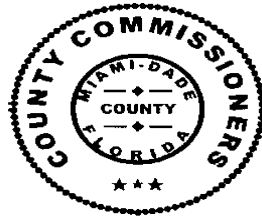
searches and environmental reviews, a deed which conveys the Palm Tree properties back to the County in the event the Monceau is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of deed from Monceau, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County, Florida.

Section 6. 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 instrument granting the extension, 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 **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Kevin Marino Cabrera** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	absent		
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 19th day of September, 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 "TAS", is written over a horizontal line.

Terrence A. Smith

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.

COUNTY DEED

THIS 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. 1 Street, Miami, Florida 33128-1963, and **PALM TREE TAX 3, LLC**, a Florida limited liability of company (the "Palm Tree"), whose address is 200 South Park Rd Ste. 425, Hollywood, FL 33021, 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 Palm Tree, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Palm Tree, their successors 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 by Palm Tree with affordable and workforce rental housing ("Dwelling Units").
2. That the Properties shall be developed within four (4) 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 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Palm Tree must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Palm Tree must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such

date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within four (4) years 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.

3. That Palm Tree shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
4. That Palm Tree shall pay real estate taxes and assessments on the Properties or any part thereof when due. Palm Tree 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 Palm Tree may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
5. The recordation, together with any mortgage purporting to meet the requirements of paragraph 4(a) or 4(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

6. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Palm Tree, or if Palm Tree fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Palm Tree ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Palm Tree shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Palm Tree fails to remedy the default within thirty (30) days, title to the subject properties 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, Palm Tree 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 notice being provided by the County, regardless of the deed back to the County by Palm Tree. 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. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
7. 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.

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 Palm Tree 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 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:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

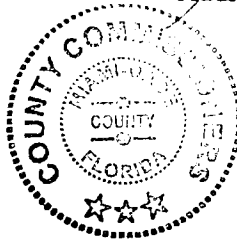
By: _____

Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-932-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of October, 2020.

IN WITNESS WHEREOF, the representative of **PALM TREE TAX 3, LLC**, a Florida limited liability of company, has caused this document to be executed by their respective and duly authorized representative on this 26 day of October, 2020, and it is hereby approved and accepted.

William Lick
Witness/Attest William Lick

By: [Signature]
Name: JOSHUA SCHACHT
Title: MEM

[Signature]
Witness/Attest Grilda Onate Cavallo

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of October, 2020 by Joshua Schachter as Manager, on behalf of **PALM TREE TAX 3, LLC**, a Florida limited liability of company. S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:
June 27, 2024

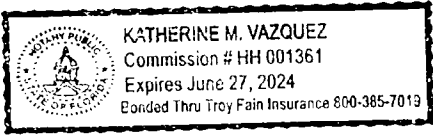


EXHIBIT A**FOLIO NUMBERS****LEGAL DESCRIPTIONS**

30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR4
30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7 FT OF TR 4

Prepared by & Return To:
Steven B. Herzberg, Esq.
Vazquez & Associates
1111 Brickell Ave, Ste. 1550
Miami, FL 33131

Parcel Identification Numbers: 30-6912-005-0050 & 30-6912-005-0100

[Space Above This Line For Recording Data]

Warranty Deed

THIS WARRANTY DEED made this ____ day of May, 2022 by **Palm Tree Tax 3, LLC, a Florida limited liability company** whose post office address is **200 S Park Road, Suite 425, Hollywood, FL 33021** (the "Grantor"), to **GOULDS BH, LLC, a Florida limited liability company**, whose post office address is **1108 Kane Concourse, Ste. 308, Bay Harbor Islands, FL 33154** ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its legal representatives, successors and assigns forever, the following described land:

The West 50 feet of the East 279.48 feet of the North 1/2 of Tract 4, Revised Plat Block 4 - Symmes Sharman Tract, according to the map or plat thereof as recorded in Plat Book 33, Page 45, Public of Miami-Dade County, Florida

And

The West 50 feet of the East 478.8 feet of the South 143.7 feet of Tract 4, Revised Plat Block 4 - Symmes Sharman Tract, according to the map or plat thereof as recorded in Plat Book 33, Page 45, Public Records of Miami-Dade County, Florida.

SUBJECT TO: Real estate taxes for the year 2021 and subsequent years; Conditions, covenants, restrictions reservations, limitations and easements of record, reference to which shall not operate to re-impose same; and existing and applicable government building and zoning laws and other governmental regulations.

TOGETHER with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same unto Grantee, its, legal representatives, successors and assigns in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021, restrictions and easements of record, if any, without intending to reimpose any of the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

[signature page follows]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Palm Tree Tax 3 LLC, a Florida limited liability company

By: LB TAX INVESTMENTS, LLC, a Florida limited liability company
Its Sole Member and Manager

By: SB MUNICIPAL, LLC, a Florida limited liability company
Its Managing Member

William Lickert
Witness Name: William Lickert

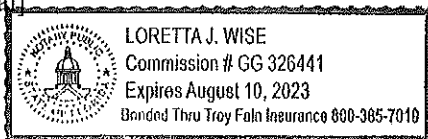
David Schuman
Witness Name: David Schuman

By: Joshua Schragger
Joshua Schragger
Its: Manager

State of Florida
County of Miami-
Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day May, 2022 by **JOSHUA SCHRAGER, Manager of SB Municipal LLC, a Florida limited liability company, as Manager Member of LB TAX Investments, LLC a Florida limited liability company, the Sole Member and Manager of Palm Tree Tax 3, LLC, a Florida limited liability company, on behalf of the company.** They ☒ is personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]



Loretta J. Wise
Notary Public
Printed Name: Loretta J. Wise



May 19, 2022

The Honorable Kionne L. McGhee
Board of County Commissioners
111 NW 1st Street, Suite 320
Miami, FL 33128

Dear Commissioner McGhee,

Thank you for meeting with us on April 18th, 2022 to discuss our proposed development of workforce housing at the property located on the northwest corner of SW 216th Street and SW 119th Ave in Goulds (the "Property"). My partners and I intend on building an 8-story 250-unit residential structure (the "Project") in order to provide the local community much needed economical housing options. See Preliminary Site Plan attached as **Exhibit "A"**.

This month, we acquired seven of the nine lots required to realize the Project. However, we have not been able to close on the last two lots, as they are encumbered by certain deed restrictions that limit their use, timing of development, and the sellers ability to convey their interest in them.¹ A copy of the County Deed is attached as **Exhibit "B"**.

The seller of the encumbered lots, Palm Tree Tax 3, LLC, obtained them from Miami-Dade County in exchange for three unencumbered lots. A copy of the Resolution approving the transfer is attached as **Exhibit "C"**. As a result of this exchange, the County received a net gain of \$38,232.

The relevant encumbrances in the County Deed are:

- 1) properties shall be developed with workforce rental housing (Paragraph #1).
- 2) properties shall be developed within 4 years, by 12/16/2024 (Paragraph #2)
- 3) conveyance of properties must be approved by the board (Paragraph #3)

¹ The encumbered lots are identified as folio numbers: 30-6912-005-0050 and 30-6912-005-0100.



We intend in complying with the first encumbrance (paragraph #1), but we need your support to release the restrictions on conveyance and timing (paragraph #2 & #3). This would allow us to obtain title to the two lots and to plan and permit the Project without time constraints.

My partners and I have a successful history of developing workforce housing in partnership with Miami-Dade County. Currently, we are building 74 workforce housing units in Goulds on a development site that was partially conveyed by the County. We are also building 197 workforce housing units in Naranja. We look forward to continuing our longstanding partnership and providing the community with much needed housing opportunities.

Thank you in advance for your assistance in making the Project a possibility.

I am available for any questions you may have and would welcome a meeting in person or via zoom if you deem it necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "JH", is written over a light blue circular background.

Julien Haccoun,
Monceau Real Estate

jh@monceaurealty.com

305-450-1742

EXHIBIT "A" - PRELIMINARY SITE PLAN

MDC020



1108 Kane Concourse, Suite 309 | Bay Harbor Islands, FL
T: 305.397.8753 | info@monceaurealty.com | www.monceaurealty.com



EXHIBIT "B" – COUNTY DEED

CFN: 20200727553 BOOK 32244 PAGE 2695
DATE: 12/16/2020 02:24:23 PM
DEED DOC 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

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.

COUNTY DEED

THIS 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. 1 Street, Miami, Florida 33128-1963, and **PALM TREE TAX 3, LLC**, a Florida limited liability of company (the "Palm Tree"), whose address is 200 South Park Rd Ste. 425, Hollywood, FL 33021, 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 Palm Tree, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Palm Tree, their successors 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 by Palm Tree with affordable and workforce rental housing ("Dwelling Units").
2. That the Properties shall be developed within four (4) 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 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Palm Tree must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Palm Tree must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such

date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within four (4) years 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.

3. That Palm Tree shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
4. That Palm Tree shall pay real estate taxes and assessments on the Properties or any part thereof when due. Palm Tree 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 Palm Tree may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, is pendent, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
5. The recordation, together with any mortgage purporting to meet the requirements of paragraph 4(a) or 4(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

6. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Palm Tree, or if Palm Tree fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Palm Tree ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Palm Tree shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Palm Tree fails to remedy the default within thirty (30) days, title to the subject properties 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, Palm Tree 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 notice being provided by the County, regardless of the deed back to the County by Palm Tree. 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. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
7. 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.

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 Palm Tree 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 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:

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:

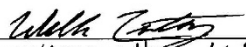
By: _____

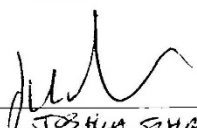
Terrence A. Smith
Assistant County Attorney

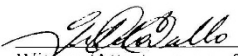


The foregoing was authorized by Resolution No. R-932-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of October, 2020.

IN WITNESS WHEREOF, the representative of **PALM TREE TAX 3, LLC**, a Florida limited liability of company, has caused this document to be executed by their respective and duly authorized representative on this 26 day of October, 2020, and it is hereby approved and accepted.


Witness/Attest William Lick

By: 
Name: Joshua Schaefer
Title: MEM


Witness/Attest Gilda Onate Cawallo

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of October, 2020 by Joshua Schaefer as Manager, on behalf of **PALM TREE TAX 3, LLC**, a Florida limited liability of company. S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.


Notary Public
State of Florida at Large

My Commission Expires:
June 27, 2024

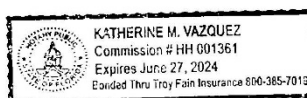


EXHIBIT A

FOLIO NUMBERS	LEGAL DESCRIPTIONS
30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR4
30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7 FT OF TR 4

EXHIBIT "C" - RESOLUTION

CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 5(G)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.37, Florida Statutes, the exchange of two County-owned properties (folio nos. 30-6912-005-0050 and 30-6912-005-0100) (market value \$119,062.00) for three real properties (folio nos. 30-6912-001-0460, 30-6912-008-1150 and 30-6934-003-0040) ("Palm Tree Properties") (market value \$157,294.00) owned by Palm Tree Tax 3, LLC, a Florida limited liability company ("Palm Tree"), for the purpose of developing such properties with a workforce rental housing development; authorizing the County Mayor to complete such exchange of lands and to execute such required documents with Palm Tree, in connection therewith; approving the release of a property (folio no. 30-6912-005-0010) owned by Palm Tree from the requirements of the Miami-Dade Infill Housing Initiative Program and deed restrictions and authorizing the County Mayor to execute such instrument as may be required to effectuate such release; declaring surplus and revising the inventory list of real properties, after a public hearing, to include the Palm Tree properties in accordance with section 125.379(1), Florida Statutes; authorizing conveyance, pursuant to section 125.379(2), Florida Statutes, of the Palm Tree properties to Habitat of Greater Miami, Inc., a Florida not-for-profit corporation ("Habitat"), at a price of \$10.00, for the purpose of developing such properties with affordable housing to be sold to very low- low- or moderate income households in accordance with the Miami-Dade Infill Housing Initiative Program and section 125.379, Florida Statutes; waiving Administrative Order No. 8-4 related to circulation of certain properties; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute County Deeds; and authorizing the County Mayor to take all actions necessary to enforce the provisions set forth in such County Deeds, to provide copies of the County Deeds and the restrictive covenants required therein to the Property Appraiser's Office, and to ensure placement of appropriate signage

Resolution No. R-932-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



Abigail Price-Williams
County Attorney

APW/smm

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(G)
10-6-20

RESOLUTION NO. R-932-20

RESOLUTION APPROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE EXCHANGE OF TWO COUNTY-OWNED PROPERTIES (FOLIO NOS. 30-6912-005-0050 AND 30-6912-005-0100) (MARKET VALUE \$119,062.00) FOR THREE REAL PROPERTIES (FOLIO NOS. 30-6912-001-0460, 30-6912-008-1150 AND 30-6934-003-0040) ("PALM TREE PROPERTIES") (MARKET VALUE \$157,294.00) OWNED BY PALM TREE TAX 3, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("PALM TREE"), FOR THE PURPOSE OF DEVELOPING SUCH PROPERTIES WITH A WORKFORCE RENTAL HOUSING DEVELOPMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO COMPLETE SUCH EXCHANGE OF LANDS AND TO EXECUTE SUCH REQUIRED DOCUMENTS WITH PALM TREE, IN CONNECTION THEREWITH; APPROVING THE RELEASE OF A PROPERTY (FOLIO NO. 30-6912-005-0010) OWNED BY PALM TREE FROM THE REQUIREMENTS OF THE MIAMI-DADE INFILL HOUSING INITIATIVE PROGRAM AND DEED RESTRICTIONS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH INSTRUMENT AS MAY BE REQUIRED TO EFFECTUATE SUCH RELEASE; DECLARING SURPLUS AND REVISING THE INVENTORY LIST OF REAL PROPERTIES, AFTER A PUBLIC HEARING, TO INCLUDE THE PALM TREE PROPERTIES IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, OF THE PALM TREE PROPERTIES TO HABITAT OF GREATER MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("HABITAT"), AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTIES WITH AFFORDABLE HOUSING TO BE SOLD TO VERY LOW- LOW- OR MODERATE INCOME HOUSEHOLDS IN ACCORDANCE WITH THE MIAMI-DADE INFILL HOUSING INITIATIVE PROGRAM AND SECTION 125.379, FLORIDA STATUTES; WAIVING ADMINISTRATIVE ORDER NO. 8-4 RELATED TO CIRCULATION OF CERTAIN PROPERTIES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE COUNTY DEEDS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEEDS, TO PROVIDE COPIES OF THE COUNTY DEEDS AND THE RESTRICTIVE COVENANTS REQUIRED THEREIN TO THE PROPERTY APPRAISER'S OFFICE, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

ATTACHMENT A



3/5/2020

Commissioner Dennis Moss
Miami Dade County District 9
111 NW 1st Street, Suite 220
Miami, FL 33131

Re: Land Swap
Dear Commissioner:

I hope this finds you well and thank you again for your continued support of Habitat for Humanity.

Habitat was recently approached by Palm Tree Tax 3 LLC to inquire about the possibility of swapping some land that Habitat controls (through the infill program and your sponsorship) as the entity was attempting to assemble parcels to create multiple affordable housing units. They proposed to swap two parcels Habitat has in exchange for three parcels suitable for Habitat homes in the very same area.

Given that Habitat would benefit by adding an additional parcel to our inventory, and that more units as being proposed would serve the community, Habitat would have no objection to assigning our interest in the two properties (folios 30-6912-005-0050 & 30-6912-005-0100) in exchange for three properties proposed by Palm Tree Tax 3 LLC.

If this swap is agreeable to you and approved and is within allowable parameters as interpreted by the County Attorney, we are in full agreement. Again, this benefits both Habitat and District 9 as ultimately more units will be available to families.

If I can provide any clarification, please do not hesitate to ask.



Mario Artecona
Chief Executive Officer

cc: Blake Lickteig
Terence Smith

PALM TREE

March 5, 2020

Honorable Commissioner Dennis C. Moss
10710 SW 211th Street,
Suite 206
Miami, FL 33189

Re: Land swap between Habitat for Humanity and Palm Tree Tax 3

Dear Commissioner Moss:

On behalf of Palm Tree Tax 3, LLC (dba Palm Tree) we would like to thank you for your support and direction towards our Work-force Housing assemblage project.

We are requesting your support and action in finalizing the land swap between Palm Tree and Habitat for Humanity as well as the amendment of existing deed restrictions that will be more consistent with the vision of the Goulds Community Urban Center District (GCUC).

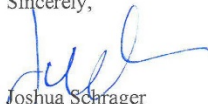
Specifically, Palm Tree would transfer folio #30-6912-001-0460, 30-6912-008-1150, & 30-6934-003-0040 to Habitat for Humanity in exchange for folio #30-6912-005-0050 & 30-6912-005-0100. Additionally, the existing deed restriction on folio #30-6912-005-0010, currently owned by Palm Tree, would be amended to not contradict the GCUC development plan. In further consideration for the swap Palm Tree has agreed to raise the minimum Work-force Housing limit, as outlined by Article XXXIII(K) of the zoning code, for all Palm Tree owned properties on the subject block (total of 50,600sf post-swap).

Since taking ownership, Palm Tree has cleared all vegetation and trash on all the subject properties that were previously neglected within the community and will continue to maintain them. We have proposed funding \$35,000 to clear all outstanding code enforcement liens currently encumbering the properties.

If approved, the resolution will effectively increase the Infill Housing stock by one unit. More importantly, it will solidify the development potential of a block within two blocks of the South Dade Transitway that is zoned for multifamily Work-force housing and allocate single family development for the Infill Program to blocks where it is more consistent with the surrounding uses.

We have attached a map of the subject block as well as the folio numbers of all properties involved with the assemblage and the swap. We appreciate your support.

Sincerely,



Joshua Schrager
Palm Tree
Owner/Manager
954-417-1340

PALM TREE TAX 3, LLC

March 15, 2023

The Honorable Kionne L. McGhee
Miami-Dade County Board of County Commissioners
111 NW 1st Street, Suite 320
Miami, FL 33128

Re: Request for Consent to Assignment and Extension of Time Pursuant to Resolution R-932-20/ Palm Tree Tax 3, LLC

Commissioner McGhee:

I'm writing this letter to inform you that Palm Tree Tax 3, LLC (the "Company") is requesting that the Board of County Commissioners of Miami Dade County (the "County") consent to the Company's transfer of its interest to property conveyed to it by the County to Monceau Realty, LLC and to extend the timing of development of the property from 2024 to 2026.

As a bit of background, the Company by way of Resolution 932-20, received two lots from the County located at the northwest corner of the intersection of SW 216th Street and SW 119th Avenue located in the Gould's community and identified at Miami-Dade County Property Appraiser folio nos. 30-6912-005-0050 and 30-6912-005-0100 (the "Property"). The Company's acquisition of the Property involved land swaps between our Company and Habitat for Humanity that resulted in the County receiving a net gain of over \$38,000.

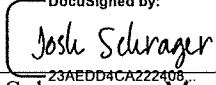
As part of the acquisition of the Property, our Company made commitments that required that: (1) the Property to be developed with workforce housing rental units, (2) that Property be developed by 2024 and (3) that any transfer of interest in the Property be approved by the County. We are interested in selling the Property and we have placed the Property under contract for sale. The buyer of the Property, Monceau Realty, LLC, will be developing the Property with workforce housing rental units, but will need additional time to develop the Property as it does not yet own the Property and will need to make provisions for its development and will, of course, need the County's approval of the conveyance.

Monceau is a reputable buyer that has had extensive success in developing workforce housing in the County. Currently, they are building 74 workforce housing units on a portion of property conveyed to it by the County and are also building 197 workforce housing units in Naranja. They are acquiring the Property to complete an of assemblage of 9 lots to develop an 8-story 250-unit residential development (the "Project") to provide the community with much needed workforce housing. Monceau currently owns 7 lots and needs the Property to complete the assemblage and bring forth the Project.

In sum, we respectfully request that the County approve the transfer of our interest in the Property to Monceau and allow for an extension to 2026 for the Property to be developed.

Thank you for your consideration of this proposal. We are here at your service to address any questions that may come up.

Sincerely,

DocuSigned by:

23AEDD4CA222408
Josh Schrager, as Manager of
Palm Tree 3, LLC



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
PALM TREE TAX 3, LLC

Filing Information

Document Number	L12000056813
FEI/EIN Number	45-5153622
Date Filed	04/26/2012
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	10/10/2022
Event Effective Date	10/10/2022

Principal Address

200 S PARK ROAD
SUITE 425
HOLLYWOOD, FL 33021

Changed: 01/12/2015

Mailing Address

200 S PARK ROAD
SUITE 425
HOLLYWOOD, FL 33021

Changed: 01/12/2015

Registered Agent Name & Address

SB MUNICIPAL, LLC
200 S PARK ROAD
SUITE 425
HOLLYWOOD, FL 33021

Name Changed: 02/10/2017

Address Changed: 01/12/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

MDC033

LB TAX INVESTMENTS, LLC
200 S PARK ROAD
SUITE 425
HOLLYWOOD, FL 33021

Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	01/31/2021
2022	01/24/2022

Document Images

10/10/2022 -- VOLUNTARY DISSOLUTION	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/31/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
03/04/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
02/10/2014 -- ANNUAL REPORT	View image in PDF format
02/06/2013 -- ANNUAL REPORT	View image in PDF format
05/10/2012 -- LC Amendment	View image in PDF format
04/26/2012 -- Florida Limited Liability	View image in PDF format

Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Pedro Gassant
305.789.7430
Pedro.gassant@hklaw.com

May 18, 2023

The Honorable Kionne L. McGhee
Miami-Dade County Board of County Commissioners
111 NW 1st Street, Suite 320
Miami, FL 33128

Re: Commitment for Workforce Housing / Goulds BH, LLC

Dear Honorable Commissioner McGhee:

This letter is written on behalf of Goulds BH, LLC (the “Purchaser” or “Grantee”), which is the purchaser of two lots previously conveyed by Miami-Dade County (the “County”) to Palm Tree Tax 3, LLC (the “Company”). As a bit of background, the Company by way of Resolution 932-20, received two lots from the County located at the northwest corner of the intersection of SW 216th Street and SW 119th Avenue located in the Gould’s community and identified at Miami-Dade County Property Appraiser Folio Nos. 30-6912-005-0050 and 30-6912-005-0100. The Company’s acquisition of the Property involved land swaps between our the Company and Habitat for Humanity that resulted in the County receiving a net gain of over \$38,000.

As part of the acquisition of the Property, the Company made commitments that required that: (1) the Property to be developed with workforce housing rental units, (2) the Property be developed by 2024 and (3) any transfer of interest in the Property be approved by the County. The Company has provided the Purchaser with a deed for the Property. We are requesting that the County approve an extension request to permit the development to occur by 2026 and that the County consent to the conveyance of the Property to the Purchaser and allow conveyances to occur without consent of the County so long as such purchasers commit to developing the site with workforce housing and developing the site by 2026.

Finally, the Purchaser has confirmed that it will enter into a Declaration running with the land that will provide that the Property will be developed with workforce housing units and will be preserved as workforce housing units for a period of 20 years.

Attachment G

This instrument was prepared by:

Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

(Space reserved for Clerk of the Court)

This Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement supersedes and replaces those certain deed restrictions set forth in that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida.

WORKFORCE HOUSING DECLARATION OF RESTRICTIVE COVENANTS AND WORKFORCE HOUSING AGREEMENT

This Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement (the "Declaration") is made as of the ____ day of _____, 2023, by Goulds BH, LLC, a Florida limited liability company, (the "Declarant"), the owner of that certain properties ("Property") located in Miami-Dade County, Florida, which is more particularly described in Exhibit "A" attached hereto and made part hereof.

RECITALS

WHEREAS, Miami-Dade County ("County") through its Miami-Dade County Board of County Commissioners ("Board") conveyed the Property to Palm Tree Tax 3, LLC, a former Florida limited liability company ("Palm Tree"), by that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida, for the purpose of developing such Property with affordable and workforce housing; and

WHEREAS, Palm Tree subsequently conveyed the Property to Declarant by that certain unrecorded Warranty Deed; and

WHEREAS, Declarant has requested that the County consent to the conveyance of the Property subject to certain conditions, including, but not limited to, the recording of this Declaration in the Public Records of Miami-Dade County, Florida; and

Attachment G

WHEREAS, on January 25, 2007, the Board established the Workforce Housing Development Program (the “Program”),¹ to assist in providing workforce housing to individuals and families of moderate income, particularly those whose earnings range from 60% to 140% of the area median income for Miami-Dade County as determined by the United States Department of Housing and Urban Development; and

WHEREAS, the Program is intended to be administered in accordance with Chapter 33, Article XIIA, and Chapter 17, Article IX, of the Code of Miami-Dade County, Florida and regulations established with respect thereto (Article XIIA of Chapter 33 and Article IX of Chapter 17, are collectively referred to hereinafter as the “Ordinance”); and

WHEREAS, the Ordinance allows owners of land zoned to certain zoning districts who choose to utilize the density bonus and intensity standards available under the Ordinance to either develop a number of Workforce Housing Units (WHUs), or to provide a monetary contribution in lieu thereof, or both, for sale or lease to Qualified Households, all in accordance with conditions set forth in the Ordinance; and

WHEREAS, the Declarant makes this Declaration to provide covenants and restrictions to ensure that 100 percent (100%) of the units located on the Property will remain workforce housing units (the “WHUs”) for the duration of the Control Period, as defined below, and will be available for occupancy by Qualified Households as hereinafter defined,

NOW, THEREFORE, IN ORDER TO ASSURE the County will abide by its commitment to provide workforce housing units, the Declarant, its successors and assigns, freely, voluntarily, and without duress hereby makes the following Declaration of Restrictive Covenants and Workforce Housing Agreement covering and running with the Property and shall bind the Declarant, any assignee, mortgagee, or buyer, and all other parties that receive title to, or interest in, the WHUs,

1. The foregoing recitals are true and correct and are incorporated herein.

2. **Definitions.**

(a) “Area Median Income” means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development or the Florida Housing Finance Corporation, and adjusted for household size.

Attachment G

(b) “Certificate of Qualification” means a certificate approved by the Department and used by the Declarant to establish a Qualified Household’s eligibility to purchase or rent a workforce housing unit (“WHU”). Certificates of Qualification shall be valid for twelve (12) months. The Department hereby authorizes the Declarant to issue certificates of qualification, subject to verification by the Department.

(c) “Control Period” means each 20-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

(d) “Covered Development” means no less than 170 WHUs that shall be developed on the Property.

(e) “County” means Miami-Dade County.

(f) “Department” means, unless otherwise indicated, the Miami-Dade Public Housing and Community Development Department, or any other successor agency.

(g) “Housing Director” means, unless otherwise indicated, the Director or designee of the Miami-Dade Public Housing and Community Development Department or successor agency.

(h) “Eligible Household” means, subject to the provisions of Section 17-134 hereof, a household whose total Eligible Household income is or below 140% of Area Median Income.

(i) “Eligible Household Income” means any income derived by any proposed occupants of a WHU who are 18 years of age or older and who will use the WHU as their primary residence.

(j) “Household” means any natural person who occupies a WHU as their primary residence.

(k) “Market Rate Dwelling Units” means all dwelling units in a Covered Development that are not WHUs as defined herein.

(l) “Qualified Household” means an Eligible Household that has received a certificate of qualification from the Declarant, as verified by the Department.

Attachment G

(m) “WHU” means no less than 170 units on the Property.

(n) “Workforce Housing Rent” or “WHU Rent” means rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits and as used by the Florida Housing Finance Corporation for its multifamily rental programs (published annually at <http://www.floridahousing.org>).

3. **Completion of Construction.** The Property shall be developed and construction completed no later than November 16, 2026 , 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 Property shall be at the sole and absolute direction of the Miami-Dade County Board of County Commissioners (the “Board”).

4. **Eligibility to Rent.** The WHUs may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Declarant or their designee, shall be maintained by the Declarant, but be subject to audit by the Department. Upon determination of eligibility by the Declarant, the Declarant shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household’s file and provide a copy of the same to the Department upon request. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household’s file along with the Certificate of Qualification.

5. **Limits on WHU Rents.** The WHUs, before the expiration of the Control Period, may only be rented at rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits as the same are used by the Florida Housing Finance Corporation for its multifamily rental programs.

6. **Recording of Covenants and Declarations.** The Declarant shall record this Declaration in the Public Records of Miami-Dade County, Florida. The County shall have the right to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth herein, or if Declarant fails to construct the project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if Declarant ceases to exist prior to completion of the project, or if any other term of this Declaration is not complied with,

Attachment G

Declarant shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Declarant 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 Declarant 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, Declarant shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of the 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 Declarant provides a deed back to the County for the Property.

7. **Leasing of WHUs During Control Period.** WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases of a minimum period of twelve (12) months, which shall comply with all applicable federal and state laws. WHU leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

8. **WHU Units.** WHUs must have rents affordable to households whose income are between at or below 140% of area median income (determined at the time of initial occupancy), which shall be adjusted for family and unit size.

9. **Monitoring of WHU Compliance.** Declarant shall comply with all monitoring requirements established by the Department. Of the _____ WHUs, the Department shall be responsible for monitoring only _____ of the WHUs. The Declarant (or successor in interest) shall pay the applicable monitoring fee for the _____ WHUs that are monitored by the Department as demonstrated in Exhibit ____ attached hereto and incorporated herein by reference. The Department may conduct, upon 48 hours' notice to the Declarant, an on-site inspection of the Covered Development to review client files for income verification. A Qualified Household's Eligible Household Income is required to be within the threshold of the maximum allowed income levels at the time of its initial lease.

10. **Occupancy Report.** The Declarant shall provide an annual report to the Department every December 31st, confirming that the WHUs are being leased to Eligible Households. Declarant shall, on an annual basis by December 31st, furnish the Department with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies

that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income at the time of initial lease. The Declarant shall permit Department representatives to conduct on-site inspection of the Covered Development, upon 48 hour notice, to review tenant files for income verification.

11. **Re-Sale of Covered Development During Control Period.** Although the Declarant is permitted to sell the Property at all times, the Declarant hereby agrees that the WHU and rental restriction requirement outlined herein shall continue to apply to the Covered Development following the sell and/or transfer of such a Covered Development through the expiration of the Control Period.

12. **Condominium Conversion.** If the Property is converted into a condominium or other “for sale” project (other than by a subsequent owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a “for sale” unit, the Declarant shall enter into a new covenant in favor of the County for a “for sale” project in accordance with the current restrictions for such units as established by the Department and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Declarant is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes, a right of first refusal to purchase the WHU. Such covenant shall also grant to the County, among other things, the County’s right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six (6) months from the first date Declarant, its successors or assigns offers the WHU for sale. In the event Qualified Households or the County do not exercise their right of first refusal option, the Declarant shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

13. **Expiration of Control Period.** The Control Period shall expire 20 years from the date when the WHUs forming part of the Covered Development are first placed into service as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the County shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs and the Declarant, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate. Moreover, the Control Period shall expire upon a foreclosure sale or a deed in lieu of foreclosure impacting the Property. Furthermore, the Control Period and other restrictions provided for in this Agreement shall not be senior to any instrument that facilitates the securing of permanent financing that is guaranteed by the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such circumstances, the Control Period and other

restrictions contained in this Agreement shall not survive any foreclosure or deed in lieu of foreclosure in accordance with the lender's guidelines and restrictions

14. **Discrimination.** The Declarant shall not discriminate against any person in the exercise of its obligations under this Declaration and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, or source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Declarant from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations.

15. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or any successor municipality), and inspections made and approval of occupancy given by the County (or any successor municipality), then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

16. **County as Beneficiary.** The County is the beneficiary of this Declaration; and, as such, the County may enforce these restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, as well as civil penalties as provided in the Code of Miami-Dade County, Florida.

17. **Modification, Amendment, Release.** The Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the Department consents to the modification, amendment or release.

18. **Severability.** Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the Miami-Dade County, Florida shall be entitled to revoke any approval predicated upon the invalidation portion.

19. **Laws and Venue.** This document shall be construed in accordance with the laws of Florida and venue shall be Miami-Dade County, Florida.

Attachment G

20. **Survival.** Except as otherwise provided in Section 12 with respect to the termination of this Declaration upon foreclosure or deed in lieu thereof as noted in Section 12, this Declaration shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

21. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

[Signature page to follow]

Attachment G

IN WITNESS WHEREOF, Goulds BH, LLC, a Florida limited liability company, has caused these present to be signed in its name on this 30 day of June, 2023.

[Signature]
Witness

Cyril Egozi
Printed Name

[Signature]
Witness

Jonathan Aserraf
Printed Name

GOULDS BH, LLC,
a Florida limited liability company

By: [Signature]

Name: David Egozi

Title: Managing member

STATE OF FLORIDA)
) ss:
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2023, by David Egozi, as Manager of Goulds BH, LLC, a Florida limited liability company, on behalf of the Goulds BH LLC, who is ☒ personally known to me or ☐ who has produced _____ as identification.

[NOTARIAL SEAL]

[Signature]
Print Name: Jonathan Aserraf
Notary Public, State of Florida
Commission #: 248406

My Commission Expires: 04/01/26



Attachment G

EXHIBIT A

FOLIO NUMBERS	LEGAL DESCRIPTIONS
30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR4
30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7 FT OF TR 4

EXHIBIT B

**MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY
DEVELOPMENT'S MONITORING FEES**