

**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: December 12, 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 to Florida City Community Redevelopment Agency ("Agency") in order to (1) grant one additional three-year extension to obtain the final certificates of occupancy for the multi-family rental units that are to be rented to very low- low- or moderate- income households and (2) authorize the agency to convey the Property to Alphaville Developments, subject to all of the affordable housing and other restrictions and requirements contained in such amended and restated County deed; authorizing the County Mayor to take all actions necessary to effectuate same and to exercise all rights set forth therein

Resolution No. R-1160-23

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: December 12, 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)
12-12-23

RESOLUTION NO. R-1160-23

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED TO FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY (“AGENCY”) IN ORDER TO (1) GRANT ONE ADDITIONAL THREE-YEAR EXTENSION TO OBTAIN THE FINAL CERTIFICATES OF OCCUPANCY FOR THE MULTI-FAMILY RENTAL UNITS THAT ARE TO BE RENTED TO VERY LOW- LOW- OR MODERATE- INCOME HOUSEHOLDS AND (2) AUTHORIZE THE AGENCY TO CONVEY THE PROPERTY TO ALPHAVILLE DEVELOPMENTS, SUBJECT TO ALL OF THE AFFORDABLE HOUSING AND OTHER RESTRICTIONS AND REQUIREMENTS CONTAINED IN SUCH AMENDED AND RESTATED COUNTY DEED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS SET FORTH THEREIN

WHEREAS, on December 14, 2018, this Board adopted Resolution No. R-1217-18 which, pursuant to section 125.379(2), Florida Statutes, authorized conveyance to the Florida City Community Redevelopment Agency (“Agency”) of one County-owned property-specifically the lot bearing Folio No. 16-7824-014-0450 (the “Property”), located in County Commission District 9-to be developed with affordable multi-family rental housing for very low-, low- or moderate-income households or with an affordable single family home to be sold to a very low-, low- or moderate-income household; and

WHEREAS, on September 19, 2023, the Agency submitted a request to the County Commissioner of District 9, attached hereto as Attachment “A”, requesting that the County: (1) extend the time by which construction must be completed on the Property for three years from the recording of an amended and restated County deed, (2) allow the property to be rented to qualified

renters whose income range is the maximum amount allowed under the most recent median family income allowed by the County for workforce housing, and (3) consent to the conveyance of the Property to Alphaville Developments, subject to the restrictions of the Affordable Housing Restrictive Covenant; and

WHEREAS, pursuant to section 125.379(2), Florida Statutes, qualified renters of property conveyed pursuant to the section are extremely-low, very-low, low- and moderate-income persons; and

WHEREAS, “moderate-income persons” for purposes of determining eligibility means one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater; and

WHEREAS, workforce housing may exceed 120 percent of median income up to 140 percent of median income; and

WHEREAS, no person or household renting units on property conveyed pursuant to section 125.379(2), Florida Statutes may have income which exceeds 120 percent of area median income; and

WHEREAS, for that reason, the County may not authorize renting the units developed on the Property to those making above 120 percent of area median income and is obliged to reject the Agency’s request to allow the property to be rented to qualified renters whose income range is the maximum amount allowed under the most recent median family income allowed by the County for workforce housing; and

WHEREAS, the Agency has advised that Alphaville Developments, LLC, a Florida limited liability company, is currently building over a dozen qualified projects in Florida City and is shovel-ready to develop the Property for multi-family rental housing; and

WHEREAS, in light of the extreme need for affordable housing within the County and construction delays that have persisted nationwide, this Board desires to: (1) grant the Agency one three-year extension to construct the units and obtain final certificates of occupancy for the multi-family rental housing and (2) consent to the conveyance of the Property to Alphaville Developments, subject to all of the affordable housing and other restrictions and requirements set forth in the amended deed,

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 of County Commissioners to execute the Amended and Restated Deed (“amended deed”) to the Agency, in substantially the form attached hereto as Attachment “B” and incorporated herein by reference, in order to (1) grant an extension to three years after the recordation of the amended deed to construct the units and obtain final certificates of occupancy for multi-family rental units to be constructed and (2) authorize the conveyance of the Property to Alphaville Developments, subject to all of the affordable housing and other restrictions and requirements of the amended deed. Such amended deed shall be executed for the previously County-owned property conveyed pursuant to Resolution No. R-1217-18, specifically the lot bearing Folio No. 16-7824-014-0450 (the “Property”).

Section 3. This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the amended deed, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, title searches and environmental reviews. In the event that 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 Property Appraiser's Office. Alternatively, this Board authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the Agency, after conducting all due diligence, title searches and environmental reviews, a deed which conveys any or all of the Property back to the County in the event the Agency is unable or fails to comply with the deed restrictions set forth in the amended deed. Upon the receipt of the deed from the Agency, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to grant the Agency one three-year extension from the recording of the amended deed to obtain the final certificates of occupancy for each of the multi-family units to be rented to qualified households. The grant of such extension shall be in the manner set forth in the amended deed.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to take all actions necessary to effectuate the amended deed, and to exercise all rights conferred therein.

Section 6. This Board directs the County Mayor or County Mayor's designee to provide copies of the recorded amended deed to the Property Appraiser.

Section 7. This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on the Property identifying the County's name and the name of the district commissioner.

Section 8. The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the Public Record all deeds, covenants, reverters, and other documents creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The 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 **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** 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	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
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 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Shannon D. Summerset-Williams



September 19, 2023

Commissioner Kionne McGhee

1634 NW 6th Avenue

Florida City, FL 33034

Re: Deed Modification Request for Parcel 16-7824-014-0450

Dear Commissioner McGhee;

On December 10, 2018, Miami Dade County deeded the aforementioned parcel to the Florida City Community Redevelopment Agency (CRA) with certain restrictions attached. The CRA has negotiated for the sale of the property to an experienced affordable housing developer, Alphaville Developments, who is currently building over a dozen qualified projects in Florida City and who is shovel-ready to develop the property for multi-family rental housing. I am requesting your assistance in modifying three issues with the current deed:

1. The deed required development of the property within three years of the recording of the deed. We need for the development requirement to be extended with a waiver for a period of time sufficient for Alphaville Developments to construct multi-family rental housing on the site. I suggest three years from the present date.
2. That Alphaville Developments be allowed to rent such housing to qualified renters whose income range is the maximum amount allowed under the most recent median family income allowed by the County for workforce housing.
3. That the Board of County Commissioners consent to the conveyance of the property to Alphaville Developments, subject to the restrictions of the Affordable Housing Restrictive Covenant.

I appreciate your assistance with the above and please advise if you have questions regarding the above.

Sincerely;

Otis T. Wallace, Mayor

City of Florida City

Attachment "B"

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

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31383 Pages 520526 of the Public Records of Miami-Dade County on March 28, 2019.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this ____ day of _____, 202__ 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 **FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "Agency"), whose address is 404 West Palm Drive, Florida City, Florida, 33034 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 THE AGENCY, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE AGENCY, 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 if the Property is developed with single-family or multi-family affordable homes for sale, THE AGENCY shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. Further, THE AGENCY shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United

States Department of Housing and Urban Development. 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 if the Property is developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, 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 do not exceed 120% of area median income. Developer shall connect the Dwelling Units to a sewer line and shall construct any infrastructure necessary for such connection to sewer. Septic tanks shall not be a permissible use with respect to any use or development on the Property.
3. That at financial closing if THE AGENCY shall cause the Property to be developed with affordable or workforce rental housing, then THE AGENCY 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.
4. That the Property shall be developed within three years of the recording of this Amended and Restated County Deed, as evidenced by the issuance of a final Certificate of Occupancy. Developer shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. Notwithstanding the foregoing restriction contained in this Paragraph 4, 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 THE AGENCY 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 AGENCY 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.
5. That if the Property is developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Property shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of

Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE AGENCY fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE AGENCY, upon written notification from the County, fails to cure such default, then title to the Property shall revert to the County, at the option of the County, as set forth this County Deed, and by such reverter to the County, the Agency shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

6. That for any of the Property located within the HOPE VI Target Area (hereinafter "Target Area"), THE AGENCY shall comply with the requirements set forth in Resolution No. R-1416-08, including, but not limited to, providing former Scott/Carver residents the right of first refusal on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE AGENCY to notify these residents of the availability of homeownership opportunities.
7. That THE AGENCY 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 a conveyance to ALPHAVILLE DEVELOPMENTS, LLC. as authorized by Resolution No. R-_____ - __ for the sole purpose of permanent affordable rental housing as set forth in paragraph 2 of this amended deed. The terms of this amended deed shall be, and hereby are, incorporated into any deed or other conveyance of the Property from the Agency to ALPHAVILLE DEVELOPMENTS, LLC, including the reverter interest of the County, and ALPHAVILLE DEVELOPMENTS shall as a condition of any such conveyance, execute a Rental Regulatory Agreement in favor of the County as required under this amended deed.
8. That THE AGENCY shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Amended Deed to execute and record simultaneously with the deed of conveyance from THE AGENCY to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," 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 Agency to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

9. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, and in the event that any such lien does attach, such lien shall remain the responsibility of the Agency in the event of a reversion of the Property, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:
 - a. Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 10 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.

10. That the Agency shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) 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 for each of the single-family homes 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, the Agency must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
11. That prior to placing any mortgage on the Property, the Agency shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of

value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.

12. 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 Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.
13. In the event that Developer mortgages the Property without compliance with sections 9 through 12 herein, then such mortgage shall be of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
14. The County retains a reversionary interest in the 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, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the Agency, or if the Agency fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Agency ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Agency shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Agency 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 Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Agency 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 the Agency 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.

15. 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 the Agency 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.

16. If in the sole discretion of the County, (a) THE AGENCY ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE AGENCY fails to rent or sell the homes within the sale or rental limits described herein; (c) THE AGENCY fails to construct the housing project contemplated herein within three (3) years of the recording of this Amended and Restated County Deed; or (e) any other term of this Deed or deed restriction is not complied with, THE AGENCY 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 THE AGENCY 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, THE AGENCY 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 THE AGENCY. 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.
17. 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.
18. 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 THE AGENCY 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:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -2__ approved by the Board of
County Commissioners of Miami-Dade County, Florida, on the day of , 202__.

IN WITNESS WHEREOF, the representative of **FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, has caused this document to be executed by their respective and duly authorized representative on this 26 day of October, 2023, and it is hereby approved and accepted.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

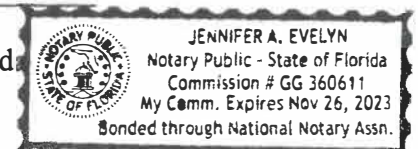
By: [Signature]
Name: OTIS T. WALLACE
Title: BOARD CHAIR

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 26th day of October, 2023 by OTIS T. WALLACE as Board Chairman of **FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic.

[Signature]
Signature

Printed Name
Notary Public, State of Florida



☒ Personally Known or ☐ Produced Identification
Type of Identification Produced

Attachment "B"

CFN 2024R0367165
OR BK 34224 Pgs 2531-2539 (9Pgs)
RECORDED 03/18/2024 11:36:26
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

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

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31383 Pages 520526 of the Public Records of Miami-Dade County on March 28, 2019.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this 3 day of May, 2024 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "Agency"), whose address is 404 West Palm Drive, Florida City, Florida, 33034 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 THE AGENCY, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE AGENCY, 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

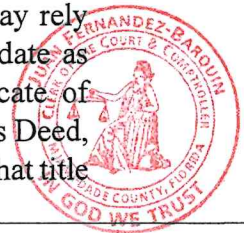
THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing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

1. That if the Property is developed with single-family or multi-family affordable homes for sale, THE AGENCY shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. Further, THE AGENCY shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United



States Department of Housing and Urban Development. 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 if the Property is developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, 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 do not exceed 120% of area median income. Developer shall connect the Dwelling Units to a sewer line and shall construct any infrastructure necessary for such connection to sewer. Septic tanks shall not be a permissible use with respect to any use or development on the Property.
3. That at financial closing if THE AGENCY shall cause the Property to be developed with affordable or workforce rental housing, then THE AGENCY 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.
4. That the Property shall be developed within three years of the recording of this Amended and Restated County Deed, as evidenced by the issuance of a final Certificate of Occupancy. Developer shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. Notwithstanding the foregoing restriction contained in this Paragraph 4, 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 THE AGENCY 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 AGENCY 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.
5. That if the Property is developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Property shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of



Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE AGENCY fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE AGENCY, upon written notification from the County, fails to cure such default, then title to the Property shall revert to the County, at the option of the County, as set forth this County Deed, and by such reverter to the County, the Agency shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

6. That for any of the Property located within the HOPE VI Target Area (hereinafter "Target Area"), THE AGENCY shall comply with the requirements set forth in Resolution No. R-1416-08, including, but not limited to, providing former Scott/Carver residents the right of first refusal on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE AGENCY to notify these residents of the availability of homeownership opportunities.
7. That THE AGENCY 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 a conveyance to ALPHAVILLE DEVELOPMENTS, LLC. as authorized by Resolution No. **R-1160-23** for the sole purpose of permanent affordable rental housing as set forth in paragraph 2 of this amended deed. The terms of this amended deed shall be, and hereby are, incorporated into any deed or other conveyance of the Property from the Agency to ALPHAVILLE DEVELOPMENTS, LLC, including the reverter interest of the County, and ALPHAVILLE DEVELOPMENTS shall as a condition of any such conveyance, execute a Rental Regulatory Agreement in favor of the County as required under this amended deed.
8. That THE AGENCY shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Amended Deed to execute and record simultaneously with the deed of conveyance from THE AGENCY to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," 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 Agency to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."



9. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, and in the event that any such lien does attach, such lien shall remain the responsibility of the Agency in the event of a reversion of the Property, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:
- a. Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 10 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.

10. That the Agency shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) 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 for each of the single-family homes 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, the Agency must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.

11. That prior to placing any mortgage on the Property, the Agency shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of

value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.

12. 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 Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.
13. In the event that Developer mortgages the Property without compliance with sections 9 through 12 herein, then such mortgage shall be of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
14. The County retains a reversionary interest in the 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, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the Agency, or if the Agency fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Agency ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Agency shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Agency 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 Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Agency 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 the Agency 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.



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15. 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 the Agency 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.

16. If in the sole discretion of the County, (a) THE AGENCY ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE AGENCY fails to rent or sell the homes within the sale or rental limits described herein; (c) THE AGENCY fails to construct the housing project contemplated herein within one (1) year of the recording of this Amended and Restated County Deed; or (e) any other term of this Deed or deed restriction is not complied with, THE AGENCY 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 THE AGENCY 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, THE AGENCY 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 THE AGENCY. 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.
17. 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.
18. 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 THE AGENCY 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.

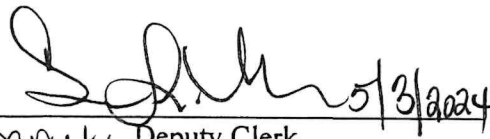
(OFFICIAL SEAL)



ATTEST:

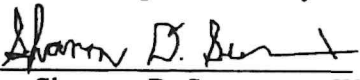
JUAN FERNANDEZ-BARQUIN, CLERK

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

By:  5/3/2024
Deputy Clerk
Shania Momplaisir - e182136

By: 
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By: 
Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-1160-23** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 12th day of December, 2023.



IN WITNESS WHEREOF, the representative of **FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, has caused this document to be executed by their respective and duly authorized representative on this 26 day of OCTOBER, 2023, and it is hereby approved and accepted.

[Signature]
Witness/Attest

Jon Ward
404 West Palm Dr.
Florida City 33034
FL

By: [Signature]
Name: OTIS T. WALLACE
Title: BOARD CHAIR

[Signature]
Witness/Attest

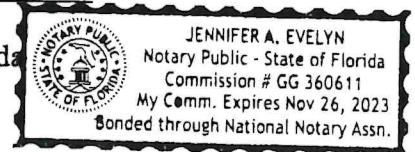
Margary Hodgson
404 West Palm Dr.
Florida City 33034
FL

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 26th day of OCTOBER, 2023 by OTIS T. WALLACE as Board Chairman of **FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic.

[Signature]
Signature

Printed Name
Notary Public, State of Florida



☒ Personally Known or ☐ Produced Identification
Type of Identification Produced



EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTION

16-7824-014-0450

MAC ARTHUR HOMESITES PB 43-99
LOT 24 LESS E80FT BLK 2

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office MAY 14 2024
JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County

Deputy Clerk

Valeria Santana #403014

