

MEMORANDUM

Agenda Item No. 11(A)(6)

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

DATE: June 4, 2024

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 South Florida Housing Opportunity Center, Inc, a Florida not-for-profit corporation ("SFHOC"), in order to grant SFHOC a two-year extension to construct and complete single family homes for qualified homebuyers through and in accordance with the Miami-Dade Infill Housing Initiative Program; authorizing the County Mayor to take all actions necessary to effectuate same and to exercise all rights set forth therein

Resolution No. R-513-24

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/uw



MEMORANDUM

(Revised)

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

DATE: June 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(6)

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)(6)
6-4-24

RESOLUTION NO. _____ R-513-24

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED TO SOUTH FLORIDA HOUSING OPPORTUNITY CENTER, INC, A FLORIDA NOT-FOR-PROFIT CORPORATION (“SFHOC”), IN ORDER TO GRANT SFHOC A TWO-YEAR EXTENSION TO CONSTRUCT AND COMPLETE SINGLE FAMILY HOMES FOR QUALIFIED HOMEBUYERS THROUGH AND IN ACCORDANCE WITH THE MIAMI-DADE INFILL HOUSING INITIATIVE PROGRAM; 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 October 20, 2020, this Board adopted Resolution No. R-1064-20, which authorized the conveyance to South Florida Housing Opportunity Center, Inc. (“SFHOC”), a Florida not-for-profit corporation, a total of four County-owned properties, located in County Commission District 9—specifically, properties bearing Folio Nos. 30-6913-003-0460, 30-6913-003-0560, 30-6913-003-0750, and 30-6913-003-0990) (collectively, the “Properties”) —for the purpose of constructing single family homes to be sold to qualified households in accordance with the Miami-Dade Infill Housing Initiative Program (“Infill Housing Program”); and

WHEREAS, on September 19, 2023, SFHOC submitted a request to the County Commissioner of District 9, attached hereto as Attachment “A”, requesting that the County extend the time by which construction must be completed on the Properties for two years from the recording of the amended and restated County deed; and

WHEREAS, as justification for the requested extension, SFHOC has cited the complex and prolonged process of re-zoning the Properties from agricultural to residential use and the extensive predevelopment steps required to accomplish the re-zoning; and

WHEREAS, SFHOC has advised that they have been working diligently towards developing the Properties by taking the actions set forth in Attachment “A”, which includes completion of surveys and drawings, and other predevelopment activities; and

WHEREAS, this Board desires to grant SFHOC a single two-year extension to construct the units and obtain final certificates of occupancy,

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 an Amended and Restated Deed (“amended deed”) to SFHOC, in substantially the form attached hereto as Attachment “B” and incorporated herein by reference, in order to grant SFHOC a single two-year extension from the recording of the amended deed, to construct the units and obtain final certificates of occupancy.

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 SFHOC, after conducting all due diligence, title searches and environmental reviews, a deed which conveys any or all of the Properties back to the County in the event SFHOC is unable or fails to comply with the deed restrictions set forth in the amended deeds. Upon the receipt of the deed from SFHOC, 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 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 5. This Board directs the County Mayor or County Mayor's designee to provide copies of the recorded amended deed to the Property Appraiser.

Section 6. This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on the Properties identifying the County's name and the name of the district commissioner.

Section 7. 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 **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg			

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 2024. 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.

Shannon D. Summerset-Williams



11845 Southwest 216th St Miami, Florida 33170

To: Honorable Kionne McGhee, Commissioner District-9,
Cladius Thompson, Chief of Staff District-9
From: Nehemiah Davis, Project Director
Date: 09-19-2023
CC: Robin Davis, President of SFHOC,
J L Demps, Chief Executive Officer of SFHOC

Subject: Extension for County Deed for South Florida Housing Opportunity Center

This Letter is to inform you of the status of our project and to ask for an extension for the County Deed

Over the last year and a half, we've been putting in efforts to get this project into the construction phase. South Florida Housing Opportunity Center (SFHOC) consists of four lots currently in the zoning status of Agriculture (AU). These four lots are much more complexed than infill housing lots and currently needs more predevelopment steps in order to move into the next phase because of the zoning change, but we're working diligently to make sure our milestones are completed.

- Attended the pre-meeting with the reviewers for zoning, Miami Dade County Environmental and Resources Department (DERM), Water and Sewer Department (WASD), Traffic, and Miami Dade Fire Rescue Department (MDFRD) for all four lots.
- Hired a Civil Infrastructure Engineer to bring water and sewer to the Goulds Estate Section-1 subdivision, completed proposed water and sewer infrastructure preliminary location, identification, calculation and plotting.
- Identified owners and entities responsible for expired Goulds Estate Section-1 WASD Service Agreements, took responsibility to update the expired orphaned WASD Service Agreements, which is currently drafted.
- Applied for a Waiver of Plat, which is currently on hold pending zoning approval (Current and proposed lots shown in tables below).
- Completed and Submitted the Florida Housing Finance Corporation (FHFC) PLP application, (Stalled due to internal delays within FHFC)
- Completed and updated surveys for all lots.
- Completed Cookie Cutter drawings for proposed permitting.
- In the process of applying for Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Documentary Stamp Surtax (SURTAX), State Housing Initiative Partnership (SHIP), Miami-Dade Economic Advocacy Trust (MDEAT), Local Initiatives Support Corporation (LISC) Black Economic Development Fund (BEDF)

We're currently waiting on approval from the WASD for our Master Utility Service Plan. Approval of the WASD Master Utility Service Plan is mandatory prerequisites for:

- WASD Service Agreements
- Zoning Hearing for lots district change
- Waiver of Plat

- Workforce Housing Designation
- Pre-permit approval
- New construction permit approval

Currently we are Re-zoning four (4) vacant lots within the Goulds Estates Section 1 Subdivision from the current zoning of Agricultural (AU) to new zoning of Single-family Residential Lots (RU-1Ma). We're also Re-platting (land split) four (4) vacant lots within the Goulds Estates Section 1 Subdivision into eight (8) vacant lots for the construction of eight, one-story, work-force, single-family residences on the newly plated vacant lots. (Please see "Table 1 – Current Zoning & Plating" and "Table 2 – Proposed Zoning & Plating" below)

Due to the process of the zoning change as well as taking on the prior non-resolved issues from the WASD and all other processes mentioned above, we're requesting a two-year extension for our county deed.

Table 1 – Current Zoning & Plating

Lot	Legal Description		Property Folio No.#	Zoning	Square Feet	Dimensions	Subdivision
1	Lot-3	Block-5	30-6913-003-0460	AU - Agricultural	11,200	100' X 112'	Goulds Ests Sec 1
2	Lot-4	Block-6	30-6913-003-0560	AU - Agricultural	11,200	100' X 112'	Goulds Ests Sec 1
3	Lot-4	Block-8	30-6913-003-0750	AU - Agricultural	10,000	100' X 100'	Goulds Ests Sec 1
4	Lot-5	Block-10	30-6913-003-0990	AU - Agricultural	10,000	100' X 100'	Goulds Ests Sec 1

Table 2 – Proposed Zoning & Plating

Lot	Legal Description		Property Folio No.#	Zoning	Square Feet	Dimensions	Subdivision
1	Lot-3	Block-5	30-6913-003-0460	RU-1Ma	5,600	50' X 112'	Goulds Ests Sec 1
2	Lot-xx	Block-5	30-6913-003-xxxx	RU-1Ma	5,600	50' X 112'	Goulds Ests Sec 1
3	Lot-4	Block-6	30-6913-003-0560	RU-1Ma	5,600	50' X 112'	Goulds Ests Sec 1
4	Lot-xx	Block-6	30-6913-003-xxxx	RU-1Ma	5,600	50' X 112'	Goulds Ests Sec 1
5	Lot-4	Block-8	30-6913-003-0750	RU-1Ma	5,000	50' X 100'	Goulds Ests Sec 1
6	Lot-xx	Block-8	30-6913-003-xxxx	RU-1Ma	5,000	50' X 100'	Goulds Ests Sec 1
7	Lot-5	Block-10	30-6913-003-0990	RU-1Ma	5,000	50' X 100'	Goulds Ests Sec 1
8	Lot-xx	Block-10	30-6913-003-xxxx	RU-1Ma	5,000	50' X 100'	Goulds Ests Sec 1

Sincerely,

Nehemiah Davis, President
 Davis Consulting and Management Inc.
 Email: ndavis@dcmdevelopments.com
 Cell Phone: (305) 431-0896

ATTACHMENT "B"

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

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 33027 Pages 2532-2539 of the Public Records of Miami-Dade County on February 17, 2022.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED (the "Deed"), made this _____ day of _____, 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. 1st Street, Miami, Florida 33128-1963, and **SOUTH FLORIDA HOUSING OPPORTUNITY CENTER, INC.** ("SFHOC"), a Florida not for profit corporation whose address is 11845 Southwest 216th St Miami, Florida 33170, or its successors and assigns.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by SFHOC, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SFHOC, 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 (collectively the "deed restrictions"):

1. That if the Properties are developed with single-family affordable homes, SFHOC 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, SFHOC 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 Properties are developed as affordable and workforce 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.
3. That at financial closing SFHOC and if the SFHOC shall cause the Properties to be developed with affordable or workforce rental housing, then SFHOC 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 Properties.
4. That the Properties shall be developed within two years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 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 SFHOC 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 SFHOC 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 Properties are developed with single-family homes as set forth in paragraph 1 of this Deed, the homes developed on the Properties 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 SFHOC fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and SFHOC, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
6. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), SFHOC 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 SFHOC to notify these residents of the availability of homeownership opportunities.
7. That SFHOC 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 the qualified homebuyers.
8. That SFHOC shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from SFHOC 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 Developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the

restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

10. That SFHOC shall pay real estate taxes and assessments on the Properties or any part thereof when due. SFHOC 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 SFHOC may encumber the Properties with:

- a. Any mortgage(s) in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by SFHOC (together, the “Improvements”) as determined by an appraiser selected by SFHOC; and
- b. Any mortgage(s) in favor of any institutional lender or investor refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements”) as determined by an appraiser selected by SFHOC.
- c. Any mortgage(s) mortgages in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, shall continue to run with the land notwithstanding the encumbrances permitted under this paragraph or any change in ownership, and shall apply to the “successors heirs and assigns” of SFHOC.

11. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 10(a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by SFHOC, stating the value of the Properties is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include

Miami-Dade County and its respective successors and assigns.

12. If in the sole discretion of the County, (a) SFHOC ceases to exist prior to sale or rental of the housing contemplated herein; (b) SFHOC fails to rent or sell the homes within the sale or rental limits described herein; (c) SFHOC fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, SFHOC 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 SFHOC fails to remedy such default within sixty (60) 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, SFHOC shall immediately deed the 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 such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by SFHOC. The County retains such 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. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.
13. 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 Properties.
14. 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 SFHOC 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:

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-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board
of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____,
2024.

IN WITNESS WHEREOF, SOUTH FLORIDA HOUSING OPPORTUNITY CENTER, INC., a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 25th day of April, 2024, and it is hereby approved and accepted.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]

Name: Robin Oxford-Davis

Title: President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25th day of April, 2024 by Robin Oxford-Davis as President, on behalf of **SOUTH FLORIDA HOUSING OPPORTUNITY CENTER, INC.**, a Florida not-for-profit corporation. 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

11/11/2026
My Commission Expires:



EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTIONS

30-6913-003-0460	13 56 39 GOULDS ESTS SEC 1 PB 46-94 LOT 3 BLK 5"
30-6913-003-0560	GOULDS ESTS SEC 1 PB 46-94 LOT 4 BLK 6
30-6913-003-0750	GOULDS ESTS SEC 1 PB 46-94 LOT 4 BLK 8
30-6913-003-0990	GOULDS ESTS SEC 1 PB 46-94 LOT 5 BLK 10



CFN 2024R0649590
OR BK 34378 Pgs 4468-4475 (8Pgs)
RECORDED 08/26/2024 11:20:31
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
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 33027 Pages 2532-2539 of the Public Records of Miami-Dade County on February 17, 2022.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED (the "Deed"), made this 16 day of August, 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. 1st Street, Miami, Florida 33128-1963, and **SOUTH FLORIDA HOUSING OPPORTUNITY CENTER, INC.** ("SFHOC"), a Florida not for profit corporation whose address is 11845 Southwest 216th St Miami, Florida 33170, or its successors and assigns.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by SFHOC, receipt whereof is hereby acknowledged, has granted, bargained, and sold to SFHOC, 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 (collectively the "deed restrictions"):

1. That if the Properties are developed with single-family affordable homes, SFHOC 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, SFHOC 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 Properties are developed as affordable and workforce 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.
3. That at financial closing SFHOC and if the SFHOC shall cause the Properties to be developed with affordable or workforce rental housing, then SFHOC 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 Properties.
4. That the Properties shall be developed within two years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 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 SFHOC 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 SFHOC 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 Properties are developed with single-family homes as set forth in paragraph 1 of this Deed, the homes developed on the Properties 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 SFHOC fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and SFHOC, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

6. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), SFHOC 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 SFHOC to notify these residents of the availability of homeownership opportunities.
7. That SFHOC 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 the qualified homebuyers.
8. That SFHOC shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from SFHOC 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 Developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."



10. That SFHOC shall pay real estate taxes and assessments on the Properties or any part thereof when due. SFHOC 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 SFHOC may encumber the Properties with:

- a. Any mortgage(s) in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by SFHOC (together, the "Improvements") as determined by an appraiser selected by SFHOC; and
- b. Any mortgage(s) in favor of any institutional lender or investor refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements") as determined by an appraiser selected by SFHOC.
- c. Any mortgage(s) mortgages in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions shall continue to run with the land notwithstanding the encumbrances permitted under this paragraph or any change in ownership, and shall apply to the "successors heirs and assigns" of SFHOC.

11. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 10(a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by SFHOC, stating the value of the Properties is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

12. If in the sole discretion of the County, (a) SFHOC ceases to exist prior to sale or rental of the housing contemplated herein (b). SFHOC fails to rent or sell the homes



within the sale or rental limits described herein; (c) SFHOC fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, SFHOC 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 SFHOC fails to remedy such default within sixty (60) 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, SFHOC shall immediately deed the 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 such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by SFHOC. The County retains such 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. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

13. 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 Properties.
14. 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 SFHOC 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)



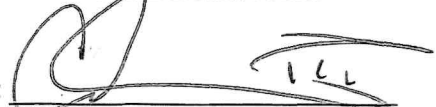
ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:


(Deputy Clerk Signature)

By:


Oliver G. Gilbert, III, Chairman

Print Name: Anthony Lavadie - e302751

Date: 8/16/2024

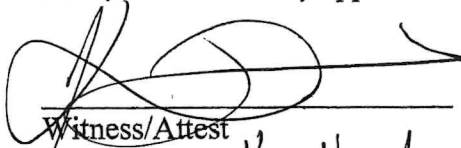
Approved for legal sufficiency:

By: 
Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-513-24** for **INFILL HOUSING INITIATIVE PROGRAM HOMEOWNERSHIP PURPOSES ONLY**, approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 4th day of June, 2024.



IN WITNESS WHEREOF, SOUTH FLORIDA HOUSING OPPORTUNITY CENTER, INC., a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 7th day of August, 2024, and it is hereby approved and accepted.



Witness/Attest

Printed Name: WESTON WHITE-MARIN

Address: 5379 LYONS ROAD #1892
COCONUT CREEK, FL 33073



Witness/Attest

Printed Name: RAMON HEDGES

Address: 20011 SW 117th AVE
MIAMI, FL 33177

By: 

Name: Robin Oxford-Davis

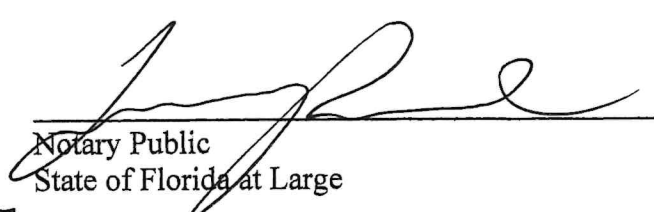
Title: President

Address: 21401 SW 122 AVENUE
MIAMI, FL 33177

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of August, 2024 by Robin Oxford-Davis as President, on behalf of **SOUTH FLORIDA HOUSING OPPORTUNITY CENTER, INC.**, a Florida not-for-profit corporation. 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: 10-4-2027



EXHIBIT "A"

FOLIO NUMBER	LEGAL DESCRIPTIONS
30-6913-003-0460	13 56 39 GOULDS ESTS SEC 1 PB 46-94 LOT 3 BLK 5
30-6913-003-0560	GOULDS ESTS SEC 1 PB 46-94 LOT 4 BLK 6
30-6913-003-0750	GOULDS ESTS SEC 1 PB 46-94 LOT 4 BLK 8
30-6913-003-0990	GOULDS ESTS SEC 1 PB 46-94 LOT 5 BLK 10

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 **AUG 26 2024** 20____
JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County



Deputy Clerk

Lisa Aguirre

Lisa Aguirre #308632