

MEMORANDUM

Agenda Item No. 11(A)(2)

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

DATE: November 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution releasing certain property conveyed to Cazo Construction Corp., a Florida for profit corporation (Cazo) from the Infill Housing Initiative Program; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute an Amended and Restated County Deed to Cazo in order to (1) allow for the construction of multi-family housing to be sold to very low- low- or moderate income households and (2) grant one one-year extension to obtain the final certificates of occupancy for the units; and authorizing the County Mayor to take all action necessary to exercise any and all rights set forth in such Amended and Restated County Deed

Resolution No. R-990-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.



Geri Bonzon-Keenan
County Attorney

GBK/jp



MEMORANDUM

(Revised)

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

DATE: November 6, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, 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) ____, 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)(2)
11-6-24

RESOLUTION NO. R-990-24

RESOLUTION RELEASING CERTAIN PROPERTY CONVEYED TO CAZO CONSTRUCTION CORP., A FLORIDA FOR PROFIT CORPORATION (CAZO) FROM THE INFILL HOUSING INITIATIVE PROGRAM; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED TO CAZO IN ORDER TO (1) ALLOW FOR THE CONSTRUCTION OF MULTI-FAMILY HOUSING TO BE SOLD TO VERY LOW- LOW- OR MODERATE INCOME HOUSEHOLDS AND (2) GRANT ONE ONE-YEAR EXTENSION TO OBTAIN THE FINAL CERTIFICATES OF OCCUPANCY FOR THE UNITS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEED

WHEREAS, this Board, in accordance with Resolution No. R-1401-07, authorized the conveyance of one County property, among others, to CAZO Construction Corp., a Florida for profit corporation, ("Cazo") which property is located in Commission District 2 at 3910 NW 23 AVE (Folio No. 30-3122-008-1880) ("Property") for the purpose of developing the Property with housing to be sold to very low-, low- and moderate-income households ("qualified homebuyers") in accordance with the Infill Housing Initiative Program; and

WHEREAS, this Board, in accordance with Resolution No. R-1069-22, further authorized a two-year extension for Cazo to obtain the final certificate of occupancy for the homes and an increase in the maximum sales price from \$205,000.00 to the current maximum sales price authorized pursuant to Ordinance No. 21-80 for homes; and

WHEREAS, on August 7, 2024, Cazo submitted a request to the County Commissioner of District 2, attached hereto as Attachment "A", requesting that the County: (1) allow construction of multi-family units to be sold to qualified homebuyers on certain of the Property, rather than the

construction of single-family homes to be sold through the Infill Housing Initiative Program and (2) extend the time by which construction must be completed on the Property for one additional year; and

WHEREAS, Cazo has advised that its intent is to build a 3-story multifamily project with parking on the ground floor, and 4 residential units of 2 stories on the second and third floors; and

WHEREAS, although the Infill Housing Initiative Program allows for the construction of up to 4 residential units, the Infill Housing Initiative Program guidelines require that those units be side by side; and

WHEREAS, Cazo also advised that there have been many impediments that have delayed construction of this project; and

WHEREAS, in order to ensure the completion of this project and the creation of four affordable housing units, this Board desires to (1) allow construction of multi-family units to be sold to qualified homebuyers on the Property, rather than the construction of single-family homes to be sold through the Infill Housing Initiative Program and (2) extend the time by which construction must be completed on the Property for one additional year,

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

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

Section 2. This Board releases the Property, specifically the property located at 3910 NW 23 AVE (Folio No. 30-3122-008-1880) in Commission District 2, from the Infill Housing Initiative Program.

Section 3. 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”), in substantially the form attached hereto as Attachment “B”

and incorporated herein by reference, in order to (1) allow construction of multi-family units to be sold to qualified homebuyers on certain of the Property, rather than the construction of single-family homes to be sold through the Infill Housing Initiative Program and (2) extend the time by which construction must be completed on the Property for one additional year from the current expiration date.

Section 4. 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 Cazo, after conducting all due diligence, title searches and environmental reviews, a deed which conveys the Property back to the County in the event the Cazo is unable or fails to comply with the deed restrictions set forth in the amended deed. Upon the receipt of the deed from Cazo, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to grant Cazo one one-year extension from the current expiration date to obtain the final certificate of occupancy for each of the homes to be sold to qualified households. The grant of such extensions shall be in the manner set forth in the amended deed.

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, reverts, and mortgages 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 Marleine Bastien. It was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	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 6th day of November, 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.

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

Shannon D. Summerset-Williams

Attachment "A"



August 7, 2024

RE: Letter of Request – MDC District 2 - 3910 NW 23 Ave Miami, FL 33142;
Folio#: 30-3122-008-1880

Honorable Commissioner Bastien:

We are formally writing this letter to request a change in the remaining Infill lot we have in District 2 located at **3910 NW 23 Ave Miami, FL 33142** and **Folio#: 30-3122-008-1880**. Since the lot is currently in the Infill program, we would like to request the Commissioner Bastien and District Office to sponsor a change for this lot from the Infill Program to Affordable/ Workforce Housing Multifamily as well as an extension for development to do the construction of proposed project and get approval from BCC.

The lot with zoning Model City Urban Center, and After several meetings and proposed projects with RER zoning and planning department the only project buildable in this specific lot is a multifamily project. The lot is in a dead end and the last lot of the block next to dead end and zoning requirements for a Single-family residence need to have access and driveway through the alley. The existing condition of the alley is occupied and used by the adjacent neighbors. Consequently, we are proposing and already approved by **ASPR No. A2023000104** a 3-story multifamily project with parking on the Ground Floor, and 4 residential units of 2 Story on the second and third floor. Each unit has 3 bedrooms and 2-1/ bathrooms.

Cazo Construction Corp. has been an Infill Developer since 2017 and has been developing Affordable Housing in scattered Miami Dade County Infill Lots for first time home buyers. Initially, we used to have 35 Infill Lots that were given to us by Miami Dade County, which we have most of them sold, with C.O., and under Construction. We strongly believe in the Homeownership Infill Program and the benefits it has for everyone involved (the County, the first-time homebuyer, the community and the Developers).

The majority of the conveyed lots given to Cazo Construction Corp. had many **Impediments** such as the following:

- **UN-PLATTED LOTS**
- **NO WATER OR SEWER CONNECTIONS**
- **WAIVER OF PLATS**
- **ADDITIONAL DRAINAGE BY PUBLIC WORKS**
- **TREES TO REMOVE**
- **NO SIDEWALKS**
- **SEPTIC TANKS**
- **ZONING REQUIREMENTS ABOVE AND BEYOND SINGLE-FAMILY ZONING**
- **TRASH / DEBRIS REMOVAL**
- **MUNICIPAL IMPACT FEES**

GENERAL CONTRACTORS • CONSTRUCTION MANAGEMENT
3461 S.W. 8th STREET, MIAMI, FLORIDA 33135
TEL: (305) 448-1898 • FAX (305) 448-4199
LICENSE NUMBER CGC007041

Not all the lots had all the above Impediments, but many of them did. All these Impediments add to the cost of the dwelling and the time of the development especially with the Artificial Sales Price that the BCC had and for years insisted on maintaining! Which made the development of the Infill Lot slow, painful, and expensive.

The project proposed 3910 Apartments Building is shovel ready project that can start construction as soon as we get building permit approval.

If you have any question, please feel free to contact me.



Armando Cazo, President
CAZO CONSTRUCTION CORP.

Date: 8/07/2024.

GENERAL CONTRACTORS • CONSTRUCTION MANAGEMENT
3461 S.W. 8th STREET, MIAMI, FLORIDA 33135
TEL: (305) 448-1898 • FAX (305) 448-4199
LICENSE NUMBER CGC007041

3910 TOWNHOUSES

3910 NW 23 AVE
Miami, Florida 33170

DEVELOPED BY:
ARCHITECT



CIVIL ENGINEER

DEVELOTEC INC.
Consulting Engineers - Land Planners
6494 Coral Way, Miami, FL 33155
Tel: 305.663.9650 - Fax: 305.663.9640

MEP ENGINEER

JMM
Consulting Engineers, LLC
10251 SUNSET DRIVE, SUITE 103, MIAMI, FL 33173
TEL (305) 255-1621 FAX (305) 271-0090
Jose M. Martinez, Mecn, P.E. #56018

STRUCTURAL ENGINEER

Juan Fernandez-Barquin, P.E.
Structural Engineer #014
2530 N.W. 97th Avenue, Suite 4210
Miramar, Florida 33181
Tel: 305-555-8881 Fax: 305-555-8881
Site Plan Engineer #017
3118 SW 13th Street, Suite 100
Tel: 305-555-8881
www.juanfernandezbarquin.com



SHEETS

CIVIL

- C-10 PAVING, GRADING & DRAINAGE PLAN
- C-11 DRAINAGE DETAILS
- C-20 PAVEMENT MARKINGS & SIGNS PLAN
- C-40 WATER AND SEWER PLAN
- C-41 WATER AND SEWER DETAILS

ARCHITECTURAL

- SP-1 SITE PLAN
- LP-1 LANDSCAPING PLAN
- A-1 GROUND FLOOR PLAN
- A-2 SECOND FLOOR PLAN
- A-3 THIRD FLOOR PLAN
- A-4 ROOF FLOOR PLAN
- A-5 UNIT 1 FLOOR PLANS
- A-6 TYPICAL UNIT 2,3 & 4
- A-7 EAST AND WEST FACADES
- A-8 NORTH AND SOUTH ELEVATIONS
- A-9 SECTIONS

LIFE SAFETY

- LS-1 LIFE SAFETY GROUND FLOOR PLAN
- LS-2 LIFE SAFETY SECOND FLOOR PLAN

MECHANICAL

- M-11 GROUND FLOOR & SECOND FLOOR MECHANICAL PLAN
- M-12 THIRD FLOOR & ROOF FLOOR MECHANICAL PLANS
- M-20 TYPICAL UNIT 1,2,3 & 4 MECHANICAL PLANS
- M-30 MECHANICAL NOTES, SCHEDULES AND DETAILS

ELECTRICAL

- E-10 ELECTRICAL SITE PLAN
- E-11 GROUND FLOOR ELECTRICAL PLAN
- E-12 SECOND FLOOR ELECTRICAL PLAN
- E-13 THIRD FLOOR ELECTRICAL PLAN
- E-14 ELECTRICAL ROOF PLAN
- E-22 GROUND FLOOR LIGHTING PLAN
- E-23 SECOND FLOOR LIGHTING PLAN
- E-31 TYPICAL UNIT 1 ELECTRICAL PLAN
- E-40 PANEL SCHEDULE AND LOAD CALCULATION
- E-41 RISER DIAGRAM, LEGEND AND NOTES

PLUMBING

- P-10 PLUMBING SITE PLAN
- P-11 GROUND FLOOR PLUMBING PLAN
- P-12 SECOND FLOOR PLUMBING PLAN
- P-13 THIRD FLOOR PLUMBING PLAN
- P-14 ROOF PLUMBING PLAN
- P-21 TYPICAL UNIT 1, 2-3 & 4 PLUMBING PLAN
- P-30 SANITARY PIPING ISOMETRICS
- P-31 DOMESTIC WATER PIPING ISOMETRICS
- P-32 PLUMBING ISOMETRIC
- P-40 PLUMBING DETAILS

FIRE ALARM

- FA-10 FIRE ALARM RISER
- FA-20 GROUND FLOOR FIRE ALARM PLAN
- FA-12 SECOND FLOOR FIRE ALARM PLAN
- FA-13 THIRD FLOOR FIRE ALARM PLAN

FIRE PROTECTION

- FP-01 FIRE PROTECTION NOTES & DETAILS
- FP-11 GROUND FLOOR FIRE PROTECTION PLAN
- FP-12 SECOND FLOOR FIRE PROTECTION PLAN
- FP-21 TYPICAL UNIT 1, 2-3&4 FIRE PROTECTION PLAN

STRUCTURAL

- S-1 FOUNDATION GROUND FLOOR FRAMING PLAN
- S-2 SECOND FLOOR FRAMING PLAN
- S-3 THIRD FLOOR FRAMING PLAN
- S-4 ROOF FLOOR FRAMING PLAN
- S-5 BUILDING SECTION
- S-5-1 BUILDING SECTION
- S-6 BUILDING SECTION
- S-7 BUILDING SECTION
- S-8 BUILDING SECTION
- S-9 STAIR # 2 SECTIONS
- S-10 BEAM SCHEDULE
- S-11 COLUMN SCHEDULE
- S-12 GENERAL NOTES & WIND UPLIFT PRESSURES
- S-13 SOUTH AND WEST ELEVATION WIND PRESSURES
- S-14 EAST AND NORTH ELEVATION WIND PRESSURES

MDC010

ATTACHMENT "B"

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 Amended and Restated County Deed recorded in Official Record Book 34065 Pages 168-175 of the Public Records of Miami-Dade County on January 24, 2024, the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32849 Pages 2214-2218 of the Public Records of Miami-Dade County on November 15, 2021; the County Deed recorded in Official Record Book 30575 Pages 1425-1434 of the Public Records of Miami-Dade County on June 15, 2017, and Official Record Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014, and the Extension of Deed Restrictions recorded in Official Record Book 29746, Pages 249-264 of the Public Records of Miami-Dade County On August 20, 2015, solely as it relates to the property listed in Exhibit A, attached hereto and incorporated herein by reference (Folio No. 30-3122-008-1880).

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED ("Amended 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 CAZO CONSTRUCTION CORPORATION, a Florida corporation (hereinafter "Developer"), whose address is 3461 SW 8 Street Miami FL 33135, its successors and assigns.

RECITALS

WHEREAS, the real property as more fully described in Exhibit "A" (the "Property") was conveyed to the Developer through Official Record Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014, and

WHEREAS, the Developer is required to and agrees to develop and improve the Property with single-family or multi-family homes and thereafter sell the single-family or multi-family homes; and

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

WHEREAS, the Developer wishes to develop the Properties and sell the multi-family

homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 21-80,

WITNESSETH:

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

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

1. That the Property shall be developed with affordable housing. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

That the Property shall be developed and construction completed by January 24, 2027, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Board.

2. Reserved.
3. That the affordable housing developed on the Property shall be sold to qualified households, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to qualified households or sells the homes above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

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

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."
7. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
 - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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 Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Property, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the 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 Amended Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.
11. In the event that Developer mortgages the Property without compliance with sections 7 through 10 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.
12. 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 Amended Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph

I herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 1 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

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

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

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the 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: _____
_____, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset-Williams
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 _____, 2024.

IN WITNESS WHEREOF, the representative of Cazo Construction Corporation, a Florida corporation, has caused this document to be executed by their respective and duly authorized representative on this 25 day of September, 2024, and it is hereby approved and accepted.

Tania Cazo
Witness/Attest
Printed Name: Tania Cazo
Address: 2913 SW 6th Street Apt 6
Miami, FL 33135

By: [Signature]
Name: ARMANDO CAZO
Title: PRESIDENT
Address: 3461 S.W. 8th St
MIAMI, FL 33135

[Signature]
Witness/Attest
Printed Name: Xiomara P. Arias
Address: 3530 NW 98th St
Miami, FL 33147

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of September, 2024 by Armando Cazo as President, of Cazo Construction Corporation, a Florida corporation, and s/he () has produced identification or () is personally known to me.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: August 14, 2027



EXHIBIT "A"
LEGAL DESCRIPTION

FOLIO	LEGAL DESCRIPTION
-------	-------------------

30-3122-008-1880	GARDEN CITY PB 5-73 LOT 11 & LOT 10 LESS N PORTION LYG IN R/W BLK 9
------------------	--



CFN 2025R0151495
OR BK 34637 Pgs 2085-2092 (8Pgs)
RECORDED 02/28/2025 09:41:11
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 Amended and Restated County Deed recorded in Official Record Book 34065 Pages 168-175 of the Public Records of Miami-Dade County on January 24, 2024, the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32849 Pages 2214-2218 of the Public Records of Miami-Dade County on November 15, 2021; the County Deed recorded in Official Record Book 30575 Pages 1425-1434 of the Public Records of Miami-Dade County on June 15, 2017, and Official Record Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014, and the Extension of Deed Restrictions recorded in Official Record Book 29746, Pages 249-264 of the Public Records of Miami-Dade County On August 20, 2015, solely as it relates to the property listed in Exhibit A, attached hereto and incorporated herein by reference (Folio No. 30-3122-008-1880).

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED ("Amended Deed"), made this 28 day of February, 2025 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 CAZO CONSTRUCTION CORPORATION, a Florida corporation (hereinafter "Developer"), whose address is 3461 SW 8 Street Miami FL 33135, its successors and assigns.

RECITALS

WHEREAS, the real property as more fully described in Exhibit "A" (the "Property") was conveyed to the Developer through Official Record Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014, and

WHEREAS, the Developer is required to and agrees to develop and improve the Property with single-family or multi-family homes and thereafter sell the single-family or multi-family homes; and

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

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



WITNESSETH:

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

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

1. That the Property shall be developed with affordable housing. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

That the Property shall be developed and construction completed by January 24, 2027, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Board.

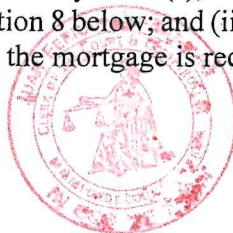
2. Reserved.
3. That the affordable housing developed on the Property shall be sold to qualified households, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to qualified households or sells the homes above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.



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

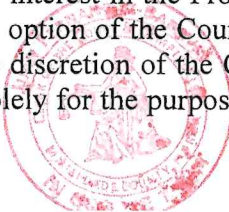
"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded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

7. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
 - a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.



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

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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 Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Property, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the 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 Amended Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 13 below.
11. In the event that Developer mortgages the Property without compliance with sections 7 through 10 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.
12. 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 Amended Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph



1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 1 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter,, regardless of whether the Developer provides a deed back to the County for such Properties.

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

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

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the 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.

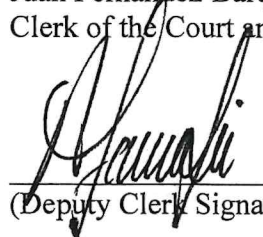
(OFFICIAL SEAL)



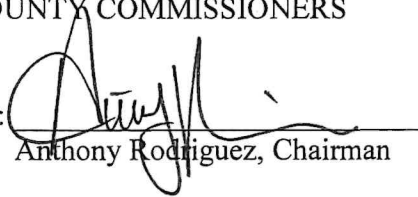
ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:


(Deputy Clerk Signature)

By:

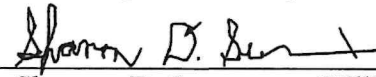

Anthony Rodriguez, Chairman

Print Name: Anthony Lavadie - e302751

Date:

2/28/2025

Approved for legal sufficiency:

By: 
Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-990-24** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of November, 2024.

Extension Expiration Date: 01/24/2027



IN WITNESS WHEREOF, the representative of Cazo Construction Corporation, a Florida corporation, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2024, and it is hereby approved and accepted.

Xiomara Arias

Witness/Attest

Printed Name: Xiomara Arias

Address: 3580 NW 98 St.
Miami, FL 33147

By: [Signature]

Name: ARMAUDO CAZO

Title: PRES.

Address: 3461 S.W. 8th St.
MIAMI, FL 33135

Diana Chavez

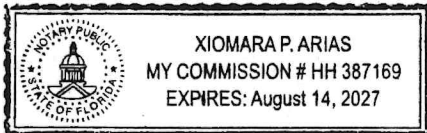
Witness/Attest

Printed Name: Diana Chavez

Address: 3580 NW 98 St.
Miami, FL 33147

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of February, 2024, by Armando Cazo as President, of Cazo Construction Corporation, a Florida corporation, and s/he () has produced _____ as identification or (☒) is personally known to me.



[Signature]

Notary Public

State of Florida at Large

My Commission Expires: August 14, 2027



EXHIBIT "A"
LEGAL DESCRIPTION

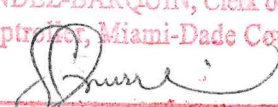
<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3122-008-1880	GARDEN CITY PB 5-73 LOT 11 & LOT 10 LESS N PORTION LYG IN R/W BLK 9

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. **FEB 28 2025**

JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County

Deputy Clerk


Lisa Aguirre #308632

