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

MEMORANDUM

Amended
Agenda Item No. 5(A)

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

DATE: September 17, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution declaring as surplus a County-owned property located at 2750 NW 20th Street, Miami, Florida (Folio No. 01-3133-007-0040) ("Property"); revising the inventory list of real properties for affordable housing, after a public hearing, in accordance with section 125.379, Florida Statutes, to include the Property; authorizing by a two-thirds vote of the full Board membership the conveyance of the Property to Goldstein Kite Environmental, LLC or its affiliate 1960 NW 27th Ave LLC ("Developer"), for a nominal amount, for the development of the Property with affordable housing in accordance with section 125.379, Florida Statutes, and section 2-8.6.5 of the Code; authorizing the Chairperson or Vice-Chairperson to execute the County Deed; directing the County Mayor to expeditiously conduct all due diligence reviews prior to the Chairperson or Vice-Chairperson executing the County Deed; authorizing the County Mayor to take all actions necessary to effectuate same, and to exercise any and all rights set forth in the County Deed; requiring the County Mayor to submit a report if the conveyance cannot be effectuated; and waiving the requirement of Implementing Order 8-4 requiring the County Deed to be executed by non-county parties prior to consideration by the Board

Resolution No. R-804-24

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/gh

MEMORANDUM

(Revised)

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

DATE: September 17, 2024

FROM: Geri Bonzon-Keenan
County Attorney

Amended
SUBJECT: Agenda Item No. 5(A)

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 _____

Amended
Agenda Item No. 5(A)
9-17-24

RESOLUTION NO. **R-804-24**

RESOLUTION DECLARING AS SURPLUS A COUNTY-OWNED PROPERTY LOCATED AT 2750 NW 20TH STREET, MIAMI, FLORIDA (FOLIO NO. 01-3133-007-0040) ("PROPERTY"); REVISING THE INVENTORY LIST OF REAL PROPERTIES FOR AFFORDABLE HOUSING, AFTER A PUBLIC HEARING, IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, TO INCLUDE THE PROPERTY; AUTHORIZING BY A TWO-THIRDS VOTE OF THE FULL BOARD MEMBERSHIP THE CONVEYANCE OF THE PROPERTY TO GOLDSTEIN KITE ENVIRONMENTAL, LLC OR ITS AFFILIATE 1960 NW 27TH AVE LLC ("DEVELOPER"), FOR A NOMINAL AMOUNT, FOR THE DEVELOPMENT OF THE PROPERTY WITH AFFORDABLE HOUSING IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, AND SECTION 2-8.6.5 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO EXECUTE THE COUNTY DEED; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEDITIOUSLY CONDUCT ALL DUE DILIGENCE REVIEWS PRIOR TO THE CHAIRPERSON OR VICE-CHAIRPERSON EXECUTING THE COUNTY DEED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN THE COUNTY DEED; REQUIRING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT A REPORT IF THE CONVEYANCE CANNOT BE EFFECTUATED; AND WAIVING THE REQUIREMENT OF IMPLEMENTING ORDER 8-4 REQUIRING THE COUNTY DEED TO BE EXECUTED BY NON-COUNTY PARTIES PRIOR TO CONSIDERATION BY THE BOARD

WHEREAS, the County is the owner of certain real property located on the waterfront at 2750 NW 20th Street, Miami, Florida (Folio No. 01-3133-007-0040) (the "County Property"); and

WHEREAS, the County Property consists primarily of vacant land as depicted in Attachment "A" attached hereto and incorporated herein by reference; and

WHEREAS, according to the Property Appraiser's website, the County Property's market value is $1,154,250.00; and

WHEREAS, Goldstein Kite Environmental, LLC, a Florida limited liability company ("Goldstein"), represents itself as a company that identifies, acquires, and repositions environmentally contaminated real estate for beneficial reuse while taking advantage of highly undervalued investment opportunities; and

WHEREAS, Goldstein, through its affiliate, 1960 NW 27th Ave LLC (the "Developer"), is the owner of the properties (Folio Nos. 01-3133-007-0030, 01-3133-007-0020 and 01-3133-007-0010) ("Developer Properties"), which are located adjacent and to the east of the County Property; and

WHEREAS, the Developer has submitted an application, dated April 2, 2024, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference, to the County, in which the Developer seeks a conveyance of the County Property to the Developer for the purpose of developing the County Property together with the adjacent Developer Properties with a mixed-use, mixed-income affordable and workforce housing project (the "Project"); and

WHEREAS, specifically, in connection with the development of the Project, the Developer has committed to constructing affordable rental housing on the County Property in accordance with section 125.379, Florida Statutes, including, a minimum of ten percent of the housing developed on the County's Property for extremely low-income households (30 percent of area median income), a minimum of 15 percent of the housing for low- to moderate-income

households (60 percent to 100 percent of area median income), and a minimum of 25 percent of the housing as workforce housing (up to 120 percent of area median income), and other ancillary amenities that will be made available to the residents of the Project; and

WHEREAS, the Developer has represented to the County that the County Property and the Developer Properties are contaminated and that the Developer, at its sole cost and expense, will take necessary steps to clean up the County Property and the Developer Properties in accordance with the Brownfield Site Rehabilitation Agreement that was executed between the Developer and the County, attached hereto as Attachment "C" and incorporated herein by reference, or similar agreement, to ensure that the properties can be developed with the Project; and

WHEREAS, the Developer has agreed to accommodate a boat ramp for use by the Miami-Dade County Department of Transportation and Public Works, police, and fire, including access from the land and water, and a mobile command center on the County Property or on the Developer Properties; and

WHEREAS, there is an urgent and immediate need for affordable housing within the County, and this Board believes that the County Property is suitable for the construction and development of affordable housing; and

WHEREAS, section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real properties within its jurisdiction to which such county or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing; and

WHEREAS, section 125.379(1), Florida Statutes, further allows the governing body of each county to revise the inventory list upon conclusion of a public hearing held before the governing body; and

WHEREAS, this Board desires to revise the inventory list to include the County Property; and

WHEREAS, although the County administration has commenced due diligence on the County Property, such due diligence is not yet complete; and

WHEREAS, this Board desires to convey the County Property to the Developer for the construction of affordable housing subject to the condition that the County Mayor or County Mayor's designee shall conduct certain due diligence set forth in Implementing Order 8-4 to (i) confirm that no obstacles or impediments exist regarding such conveyance, arising from any restrictions or limitations contained in the deed, restrictive covenants, or other contracts that would preclude the conveyance of the County Property or that would result in a significant financial impact to the County as the result of such conveyance (e.g. result in the repayment of grant funds); (ii) obtain ownership disclosures from the Developer; and (iii) conduct a responsible entity review of the Developer, within 30 days of the effective date of this resolution ("Due Diligence Review"); and

WHEREAS, if any obstacles or impediments exist, this Board wishes to direct the County administration to expedite all necessary steps to resolve same in order to effectuate the conveyance or to provide a report advising this Board of the reasons the conveyance could not be effectuated; and

WHEREAS, subject to the favorable outcome of the Due Diligence Review, this Board further desires to authorize the Chairperson or Vice-Chairperson of the Board to execute a County

Deed that requires: (i) the Developer to develop the County Property with affordable housing that shall be rented to households whose incomes do not exceed 120 percent of area median income, including, a minimum of ten percent of the housing developed on the County's Property for extremely low-income households (30 percent of area median income), a minimum of 15 percent of the housing for low- to moderate-income households (60 percent to 100 percent of area median income), and a minimum of 25 percent of the housing as workforce housing (up to 120 percent of area median income); (ii) the County Property to be developed, as evidenced by a final certificate of occupancy, within six years of the recording of the County Deed; and (iii) the Developer to record a rental regulatory agreement that restricts the use of units built on the County Property for affordable housing for a term of 30 years ("deed restrictions"); and

WHEREAS, further, the County Deed shall include a reverter provision, which shall be exercised by the County Mayor or County Mayor's designee, in their sole discretion, in the event the Developer fails to comply with the deed restrictions contained therein; and

WHEREAS, this Board desires to waive Implementing Order 8-4 related to the execution of the County Deed by the Developer prior to consideration by this Board; and

WHEREAS, pursuant to section 125.379, Florida Statutes, this Board finds that it would be in the best interest of the County to convey the County Property to the Developer for affordable housing purposes,

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

Section 1. This Board hereby incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. This Board directs the County Mayor or County Mayor's designee to conduct the due diligence review, which shall include, but not be limited to, the following: (i) obtaining the disclosure of the ownership interests of entities associated with the Developer; (ii) conducting all required background check information concerning the Property and (iii) determining whether any obstacles or impediments exist to the conveyance of the County Property to the Developer such as restrictions contained in deeds, restrictive covenants, or other contracts that would preclude the conveyance, or that would result in significant financial impact to the County ("Due Diligence Review"). During the Due Diligence Review period, this Board directs the County Mayor or County Mayor's designee to permit the Developer to post a public notice on the Property as required by Resolution No. R-407-19. Subject to a favorable outcome of the Due Diligence Review confirming that no obstacles or impediments exist to the conveyance (the "Condition"), the County Mayor or County Mayor's designee is directed to file a certificate with the Clerk confirming satisfaction of the Condition (the "Certificate").

Section 3. Upon the filing of the Certificate, and pursuant to section 125.379, Florida Statutes, this Board declares the County Property as surplus and revises, after a public hearing, the County's affordable housing list, which was established in accordance with section 125.379, Florida Statutes, to include the County Property.

Section 4. Upon the filing of the Certificate, this Board, by a two-thirds vote of the full Board membership, authorizes the conveyance of the County Property to the Developer for a nominal consideration of $10.00 for the purpose of developing the County Property with affordable rental housing and other amenities in accordance with section 125.379, Florida Statutes and section 2-8.6.5(5) of the Code of Miami-Dade County, Florida. The County Property shall be developed within six years of the recording of the County Deed with affordable rental housing that

shall be rented to households whose incomes do not exceed 120 percent of area median income, including, a minimum of ten percent the housing developed on the County's Property for extremely low-income households (30 percent of area median income), a minimum of 15 percent of the housing for low- to moderate-income households (60 percent to 100 percent of area median income), and a minimum of 25 percent of the housing as workforce housing (up to 120 percent of area median income). Notwithstanding the foregoing all housing built on the County Property shall be affordable as defined by section 420.0004, Florida Statutes. The Developer shall also record a rental regulatory agreement that restricts the use of units built on the County Property for affordable housing for a term of 30 years.

Section 5. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed, in substantially the form attached hereto as Attachment "D" and incorporated herein by reference.

Section 6. To the extent that any obstacles or impediments are identified, this Board further directs the County Mayor or County Mayor's designee to expedite all necessary steps to resolve such issues in order to effectuate the conveyance, and thereafter, to negotiate and finalize the County Deed, subject to the approval of the County Attorney's Office, to effectuate the conveyance of the County Property to the Developer in accordance with section 125.379, Florida Statutes including accommodation of a boat ramp for use by the Miami-Dade County Department of Transportation and Public Works, police, and fire, including access from the land and water, and a mobile command center on the County Property or on the Developer Properties.

Section 7. In the event the conveyance described herein cannot be accomplished, this Board directs the County Mayor or County Mayor's designee to provide a status report to this Board within 60 days of the effective date of this resolution which shall at a minimum: (i) identify

any obstacles or impediments which were identified that prevent or affect the conveyance of the County Property to the Developer, including, if applicable, any information which was not provided by the Developer in order to complete the conveyance; (ii) identify methods by which any identified obstacles or impediments can be eliminated, including any cost of same; and (iii) propose any recommended terms or restrictions for inclusion in the deed and other conveyance documents. The report shall be placed on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure.

Section 8. This Board waives the requirement of Implementing Order 8-4 requiring the County Deed to be executed by non-County parties prior to consideration by this Board.

Section 9. This Board further directs the County Mayor or County Mayor's designee to take all actions necessary to effectuate the conveyance, and to exercise all rights set forth in the County Deed, other than those reserved to this Board therein, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event the County Mayor or County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the public records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the Developer, after conducting all due diligence, including, but not limited to, title searches, and environmental reviews, a deed which conveys the County Property back to the County in the event the Developer is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed

from the Developer, the County Mayor or County Mayor's designee shall record such deed in the public records of Miami-Dade County.

Section 10. This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a Rental Regulatory Agreement following approval by the County Attorney's Office, in generally the form attached as Exhibit "E" and incorporated herein by reference. The County Mayor or County Mayor's designee is authorized to further negotiate the terms of the Rental Regulatory Agreement in a manner consistent with this resolution and to enforce the provisions thereof and exercise all rights set forth therein. The County Mayor or County Mayor's designee is authorized to negotiate the number of units to be constructed on the County Property, and the rents for each of the units with the Developer; however, such rents shall be affordable, as defined in section 125.379, Florida Statutes, and based upon no more than 120 percent of area median income, as determined for Miami-Dade County by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the Rental Regulatory Agreement. This Board authorizes the County Mayor or County Mayor's designee or the Developer to record the Rental Regulatory Agreement in the Public Records of Miami-Dade County.

Section 11. This Board directs the County Mayor or County Mayor's designee to (i) appoint staff to monitor compliance with the terms set forth in this resolution, (ii) ensure that proper signage is placed on the County Property identifying the County's name and the name of the district commissioner; and (iii) provide copies of the recorded County Deed and Rental Regulatory Agreement to the Property Appraiser.

Section 12. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to provide a copy of such recorded instruments, including the County Deed and Rental Regulatory Agreement, to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Marleine Bastien. It was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Kevin Marino Cabrera** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**nay**		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of September, 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.

Terrence A. Smith
Debra Herman

OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On: 06/06/2024

PROPERTY INFORMATION	
Folio	01-3133-007-0040
Property Address	2750 NW 20 ST MIAMI, FL 33142-0000
Owner	MIAMI-DADE COUNTY , PUBLIC WORKS
Mailing Address	111 NW 1 ST STE 1610 MIAMI, FL 33128-1924
Primary Zone	7000 INDUSTRIAL - GENERAL
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	28,039 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	**2023**	**2022**	**2021**
Land Value	$1,154,250	$1,154,250	$1,154,250
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$1,154,250	$1,154,250	$1,154,250
Assessed Value	$1,154,250	$1,154,250	$1,154,250

BENEFITS INFORMATION				
Benefit	**Type**	**2023**	**2022**	**2021**
County	Exemption	$1,154,250	$1,154,250	$1,154,250

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION			
Year	**2023**	**2022**	**2021**
COUNTY			
Exemption Value	$1,154,250	$1,154,250	$1,154,250
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$1,154,250	$1,154,250	$1,154,250
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$1,154,250	$1,154,250	$1,154,250
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$1,154,250	$1,154,250	$1,154,250
Taxable Value	$0	$0	$0

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

OFFICE OF THE PROPERTY APPRAISER

Generated On: 06/06/2024

Property Information

Folio: 01-3133-007-0040

Property Address: 2750 NW 20 ST

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	D1	7000	Square Ft.	25,650.00	$1,154,250

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 06/06/2024

Property Information

Folio: 01-3133-007-0040

Property Address: 2750 NW 20 ST

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	D1	7000	Square Ft.	25,650.00	$1,154,250

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 06/06/2024

Property Information

Folio: 01-3133-007-0040

Property Address: 2750 NW 20 ST

Roll Year **2021** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	D1	7000	Square Ft.	25,650.00	$1,154,250

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 06/06/2024

Property Information

Folio: 01-3133-007-0040

Property Address: 2750 NW 20 ST

FULL LEGAL DESCRIPTION

RIVERDALE PARK A SUB PB 21-19
LOTS 13 TO 16 & PART ALLEY WLY OF
ELY LINE LOT 13 PRODUCED S TO
CANAL R/W & PORT OF ROAD LYG SWLY
OF 20 ST PER OR 29757-1686
LOT SIZE 28039 SQ FT M/L

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description

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GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Writer's Direct Dial Number: (305) 376-6098
Writer's Direct Fax Number: 786-425-4084
Writer's E-Mail Address: mdportilla@gunster.com

April 2, 2024

Honorable Marleine Bastien
District 2 Commissioner
Miami Dade County
111 NW 1st Street, Suite 220
Miami, FL 33128

Re: Surplus Land Request/District 2 Affordable Housing/Supplemental Information

Dear Commissioner, Bastien:

Thank you for your continued support of the referenced request for the surplus and conveyance to our client Goldstein Kite Environmental, LLC ("GKE") of that County owned property located at 2750 NW 20 Street, Folio #01-3133-007-0040 (the "DTPW Property"). We met recently with your Chief of Staff, Rhenie Dalger, where we updated her on the status of the request. In accordance with our conversation, we offer below an increase in GKE's commitment to provide Workforce housing in connection with the development of the DTPW Property. With respect to the DTPW Property, GKE will undertake the following:

- Ensure that the multifamily rental component of the DTPW Property is developed pursuant to the following mix of income levels:
- 10% of the constructed units shall be for renters meeting the "Extremely Low Income" category of housing for Miami-Dade County;
- 15% of the constructed units shall be for renters meeting the "Affordable" category of housing for Miami-Dade County (i.e., at 60% – 100% of Area Median Income);
- 25% of the constructed units shall be for renters meeting the "Workforce" category of housing for Miami-Dade County; and
- up to 50% of the constructed may be for renters meeting the "Market Rate" category of housing for Miami-Dade County.

To the extent the terms above are different from those offered earlier, this letter shall govern. The balance of our offer remains the same as described in our letters of July 26, 2023, and supplemented on September 25, 2023.

Thank you and Ms. Dalger for your continued efforts. Please let us know if you need any additional information.

Sincerely,

/s/ Miguel Díaz de la Portilla

Miguel Diaz de la Portilla
Shareholder

MDDLP/ko

cc: Mayor Daniella Levine Cava
Rhenie Dalger
Alex Munoz
Danny Borges
Shavannie Braham
Terrence Smith, Assistant County Attorney

RIVER VIEW

1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA

The income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 15% for those meeting the Affordable category, and 25% for those meeting the Workforce category.

BEHAR · FONT
PARTNERS, P. A.

4533 PONCE DE LEON BOULEVARD, CORAL GABLES, FL
Tel: 3057405442 Fax: 3057405443
e-mail: infor@beharfont.com

MDC021

2021 BEHAR FONT PARTNERS, P.A. THE DESIGN AND DRAWINGS FOR THIS PROJECT ARE PROPERTY OF THIS ARCHITECT AND ARE PROTECTED UNDER THE COPYRIGHT PROTECTION ACT.

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6	G-0.05	PROJECT INFORMATION
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BEHAR·FONT
PARTNERS, P.A.
ARCHITECTURE · PLANNING · INTERIORS
4533 Ponce de Leon Boulevard
Coral Gables, Florida 33146
TEL: (305) 447-0325 FAX: (305) 443-7370
E-MAIL: info@behar-font.com

SEAL:

RIVER VIEW

1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA

The Income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 15% for those meeting the Affordable category, and 25% for those meeting the Workforce category.

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DATE: 8-27-2019
PROJECT NO:22-028
DRAWING NAME:
INDEX
G-0.01

MDC022

BEHAR · FONT
PARTNERS, P.A.
ARCHITECTURE · PLANNING · INTERIORS
4533 Ponce de Leon Boulevard
Coral Gables, Florida 33146
TEL: (305) 447-1117 FAX: (305) 447-1703
E-MAIL: info@beharfont.com

SEAL:

RIVER VIEW

1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA

The Income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 15% for those meeting the Affordable category, and 25% for those meeting the Workforce category.

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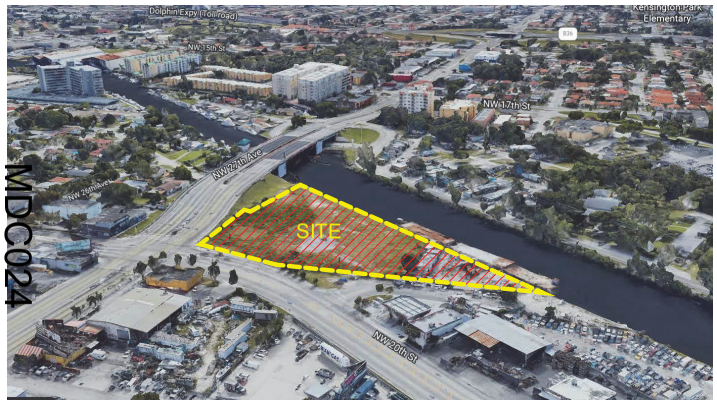
DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
LOCATION MAP
G-0.02

LOCATION MAP

SCALE: 1/2" = 1'-0"

MDC023

1 NORTH-EAST VIEW
SCALE: 12" = 1'-0"



2 NORTH-WEST VIEW
SCALE: 12" = 1'-0"

3 SOUTH-WEST VIEW
SCALE: 12" = 1'-0"

4 SOUTH-EAST VIEW
SCALE: 12" = 1'-0"

5 SITE PHOTOGRAPHS
SCALE: 12" = 1'-0"

MDC024

BEHAR · FONT
PARTNERS, P.A.
ARCHITECTURE · PLANNING · INTERIORS
4533 Ponce de Leon Boulevard
Coral Gables, Florida 33146
TEL: (305) 740-5442 FAX: (305) 740-5443
E-MAIL: info@beharfont.com

SEAL:

RIVER VIEW

1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA

The income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 55% for renters meeting the Affordable category, and 25% for those meeting the Workforce category.

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
SITE PHOTOGRAPHS

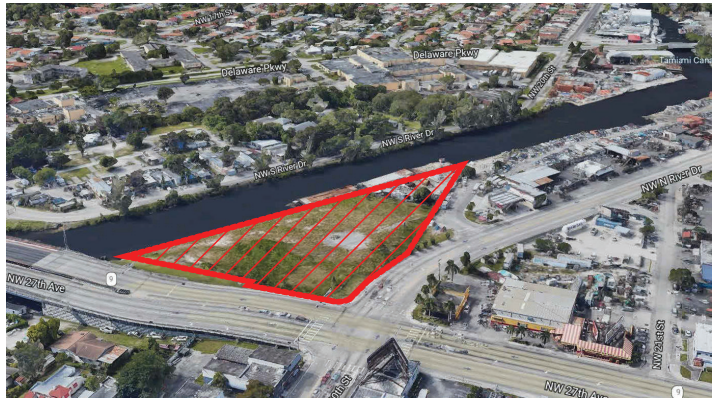
G-0.03

C:\dc TRABAJOS\RENDICION\ BF\22028\22028 RIVER VIEW 3\22028-4-A22028 RIVER VIEW 3_detached.rvt
02/04/2020 3:45:45 pm

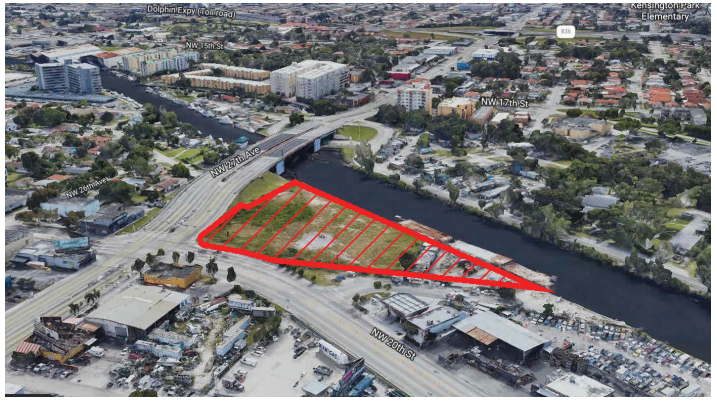
MDC025

VIEW FROM SOUTHWEST

VIEW FROM SOUTHEAST



VIEW FROM NORTHEAST



VIEW FROM NORTHWEST

SITE LOCATION

AERIAL PHOTOGRAPHS

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PARTNERS, P.A.
ARCHITECTURE · PLANNING · INTERIORS
4533 Ponce de Leon Boulevard
Coral Gables, Florida 33146
TEL: (305) 740-5442 FAX: (305) 740-5443
E-MAIL: info@beharfont.com

SEAL:

RIVER VIEW

1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA

The income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 65% for renters meeting the Affordable category, and 25% for those meeting the Workforce category.

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
AERIAL PHOTOGRAPHS
G-0.04

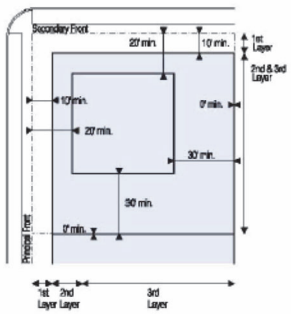
05/24/2024 3:45:03 pm C:\dc THABAUER\DRAWINGS\ BF\22028 RIVER VIEW 3\22028-4-22028 RIVER VIEW 3_detached.rvt

UNIT MATRIX

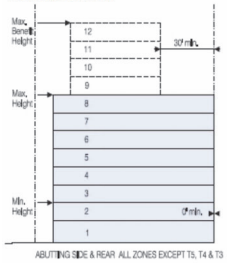
UNIT NAME	TYPE	COUNT	Area
GROUND FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	12	6209 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	4	2406 SF
UNIT A (A)	1 BEDROOM 1 BATHROOM	1	555 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	2	1159 SF
UNIT B	2 BEDROOM 2 BATHROOM	4	3786 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT B3 (P)	2 BEDROOM 2 BATHROOM	1	858 SF
UNIT B (P)	2 BEDROOM 2 BATHROOM	1	862 SF
UNIT S	1 BEDROOM 1 BATHROOM	4	1606 SF
2nd FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	18	9313 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	2	1371 SF
UNIT A5	1 BEDROOM 1 BATHROOM	1	616 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	3	1674 SF
UNIT B	2 BEDROOM 2 BATHROOM	9	8519 SF
UNIT B1	2 BEDROOM 2 BATHROOM	2	2429 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT B3 (P)	2 BEDROOM 2 BATHROOM	1	858 SF
UNIT B (P)	2 BEDROOM 2 BATHROOM	1	862 SF
UNIT S	1 BEDROOM 1 BATHROOM	4	1606 SF
UNIT S1	1 BEDROOM 1 BATHROOM	2	923 SF
3rd FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	18	9313 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	2	1371 SF
UNIT A (A)	1 BEDROOM 1 BATHROOM	1	517 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	1	711 SF
UNIT B	2 BEDROOM 2 BATHROOM	9	8519 SF
UNIT B1	2 BEDROOM 2 BATHROOM	2	2429 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT S	STUDIO	5	1976 SF
UNIT S1	STUDIO	3	1442 SF
UNIT S (A)	STUDIO	3	1128 SF
UNIT S (P)	STUDIO	2	767 SF
4th FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	18	9313 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	2	1371 SF
UNIT A (A)	1 BEDROOM 1 BATHROOM	1	517 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	1	711 SF
UNIT B	2 BEDROOM 2 BATHROOM	9	8519 SF
UNIT B1	2 BEDROOM 2 BATHROOM	2	2429 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT S	STUDIO	7	2883 SF
UNIT S1	1 BEDROOM 1 BATHROOM	2	923 SF
UNIT S (A)	STUDIO	1	397 SF
UNIT S (P)	STUDIO	3	1108 SF
5th FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	17	8795 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	1	518 SF
UNIT A (A)	1 BEDROOM 1 BATHROOM	1	517 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	1	711 SF
UNIT AC	1 BEDROOM 1 BATHROOM	2	1371 SF
UNIT B	2 BEDROOM 2 BATHROOM	9	8519 SF
UNIT B1	2 BEDROOM 2 BATHROOM	2	2429 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT S	STUDIO	10	3992 SF
UNIT S1	1 BEDROOM 1 BATHROOM	2	923 SF
UNIT S (P)	STUDIO	1	397 SF
6th FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	17	8795 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	2	518 SF
UNIT A (A)	1 BEDROOM 1 BATHROOM	1	517 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	1	711 SF
UNIT AC	1 BEDROOM 1 BATHROOM	4	1371 SF
UNIT B	2 BEDROOM 2 BATHROOM	9	8519 SF
UNIT B1	2 BEDROOM 2 BATHROOM	4	2429 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT S	STUDIO	10	3992 SF
UNIT S1	1 BEDROOM 1 BATHROOM	2	923 SF
UNIT S (P)	STUDIO	1	397 SF
7th FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	17	8795 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	2	518 SF
UNIT A (A)	1 BEDROOM 1 BATHROOM	1	517 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	1	711 SF
UNIT AC	1 BEDROOM 1 BATHROOM	4	1371 SF
UNIT B	2 BEDROOM 2 BATHROOM	9	8519 SF
UNIT B1	2 BEDROOM 2 BATHROOM	4	2429 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT S	STUDIO	10	3992 SF
UNIT S1	1 BEDROOM 1 BATHROOM	2	923 SF
UNIT S (P)	STUDIO	1	397 SF
8th FLOOR			
UNIT A	1 BEDROOM 1 BATHROOM	17	8795 SF
UNIT A1	1 BEDROOM 1 BATHROOM	2	1538 SF
UNIT A2	1 BEDROOM 1 BATHROOM	1	653 SF
UNIT A3	1 BEDROOM 1 BATHROOM	1	518 SF
UNIT A (A)	1 BEDROOM 1 BATHROOM	1	517 SF
UNIT A (P)	1 BEDROOM 1 BATHROOM	1	711 SF
UNIT AC	1 BEDROOM 1 BATHROOM	2	1371 SF
UNIT B	2 BEDROOM 2 BATHROOM	9	8519 SF
UNIT B1	2 BEDROOM 2 BATHROOM	2	2429 SF
UNIT B2	2 BEDROOM 2 BATHROOM	2	2523 SF
UNIT S	STUDIO	10	3992 SF
UNIT S1	1 BEDROOM 1 BATHROOM	2	923 SF
UNIT S (P)	STUDIO	1	397 SF
		398	252355 SF

MPC029

BUILDING PLACEMENT



BUILDING HEIGHT



ABUTTING SIDE & REAR ALL ZONES EXCEPT T5, T4 & T3

PARKING SCHEDULE

TYPE	QUANTITY	DESCRIPTION
GROUND FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
LOADING	2	LOADING (10'-0" X 20'-0")
REG PK	49	Typ Parking (8'-6"x18'-0")
2nd FLOOR		
HC-PK	2	HANDICAP PARKING (12'-0"X18'-0")
REG PK	45	Typ Parking (8'-6"x18'-0")
3rd FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
4th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	70	Typ Parking (8'-6"x18'-0")
5th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
6th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
7th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
8th FLOOR		
REG PK	156	Typ Parking (8'-6"x18'-0")
TOTAL PARKING SPACES: 518		

ZONING CHART

PROJECT NAME: RIVER VIEW

PROPERTY ADDRESS: 1960 NW 27 AVE. MIAMI, FLORIDA, 33125

FOLIO NO. LOT:
ID: 0131330070030, LOT: 1970 NW 27 AVE ID:0131330070020, LOT: 1990 NW 27 AVE, ID: 0131330070010

CURRENT ZONING: T6-8 (PROPOSED)

LOT NET AREA: 92,747.1 SF = 2.13 ACRES

BUILDING DISPOSITION	REQUIRED / ALLOWED	PROVIDED
A. LOT AREA (POST-DEDICATION)	5,000 S.F. MIN. - 40,000 S.F. MAX.	92,747.1 S.F. / 2.13 ACRES
B. LOT WIDTH (POST-DEDICATION)	50 FT. MIN.	351'-3"
C. LOT COVERAGE (POST-DEDICATION)	80% MAX =74,197.68 S.F.	56,947.0 / 92,747.1 x 100 = 61%
D. FLOOR LOT RATIO (FLR) (PRE-DEDICATION)	5/25% ADDITIONAL PUBLIC BENEFIT	4.9
E. FRONTAGE AT FRONT SETBACK	PRIMARY: - 70% MIN (350-7") = 245'-4" SECONDARY: - 50% MIN (350'-1") = 175'-1"	PRIMARY: = 280'-7" (80%) SECONDARY: = 274'-5" (71%)
F. GREEN SPACE REQUIREMENTS...	10% LOT AREA MIN. = 9,274.7 SQ FT	9275.0 S.F. = 10 %
G. DENSITY (PRE-DEDICATION)	150 DU/ACRE MAX. 2.13 ACRES= 319.5 DU	319 UNITS
H. FLOOR AREA RATIO (FAR)		
BUILDING SETBACKS	REQUIRED / ALLOWED	PROVIDED
PRINCIPAL FRONT: NN.W. 27th. AVENUE - STAT...	10'-0" MIN. / 20'-0" MIN. ABOVE 8TH STORY	10'-0"
SECONDARY FRONT: N.W. NORTH RIVER DRIVE	10'-0" MIN. / 20'-0" MIN. ABOVE 8TH STORY	10'-0"
MINIMUM WATER SETBACK:	50'-0" MIN.	32'-8"
BUILDING HEIGTH	REQUIRED / ALLOWED	PROVIDED
PRINCIPLE BUILDING BENEFIT HEIGHT (BONUS)	MIN. 2 STORIES, MAX. 8 STORIES MAX. 4 STORIES	8 STORIES
TOTAL MAXIMUM HEIGHT	8 STORIES	83'-8"
PARKING REQUIRED	REQUIRED / ALLOWED	PROVIDED
1.5 P.S PER RESIDENTIAL UNIT 10% GUEST P.S.	319 UNITS = RESIDENTIAL UNIT X 1.5 = 478.5 PARKING SPACES 32 = GUEST PARKING SPACES	0 PARKING SPACES 0 GUEST PARKING SPACES
TOTAL PARKING SPACES	510.5 PARKING SPACES	492 PARKING SPACES
3. BICYCLE PARKING 1 PER FIRST 20 VEHICULAR SPACE REQUIRED (ARTICLE 4...	510.5 X 0.2= 103	103 BICYCLE PARKING
4. ACCESSIBLE PARKING SPACES: OVER 1,000 SPACES - 20 SPACES PLUS 1 PER EACH 100	TOTAL No. OF PS REQUIRED: 9	9 ACCESSIBLE PARKING SPACES
5. 20 % OF ALL NEWLY CONSTRUCTED PS MUST BE EV CAPABLE	510.5 X 0.20 = 103 PS	105 EV PS (AS PER SEC. 33-122.5.)
6. LOADING: 1 PER FIRST 100 UNITS (420 SF) 1 EACH ADDITIONAL 100 UNITS	TOTAL No. OF LOADING BERTHS REQUIRED: 0 1 (12'-0" X 35'-0") 4 (10-0" X 20'-0")	TOTAL : 6 (10-0" X 20'-0")

PROJECT INFORMATION

BEHAR·FONT
PARTNERS, P.A.
ARCHITECTURE · PLANNING · INTERIORS
4533 Ponce de Leon Boulevard
Coral Gables, Florida 33146
TEL: (305) 740-5442 FAX: (305) 740-5443
E-MAIL: info@beharfont.com

SEAL:

RIVER VIEW

1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA

The income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 5% for those meeting the Affordable category, and 25% for those meeting the Workforce category.

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
PROJECT INFORMATION
G-0.05

02/04/2020 3:31:14 pm C:\05 TRABAJOS\RENDICION\ BF\22028\22028 RIVER VIEW 3\2020-4-2\22028 RIVER VIEW 3_detached.rvt

RIVER VIEW
1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA
The Income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 15% for those meeting the Affordable category, and 25% for those meeting the Workforce category.
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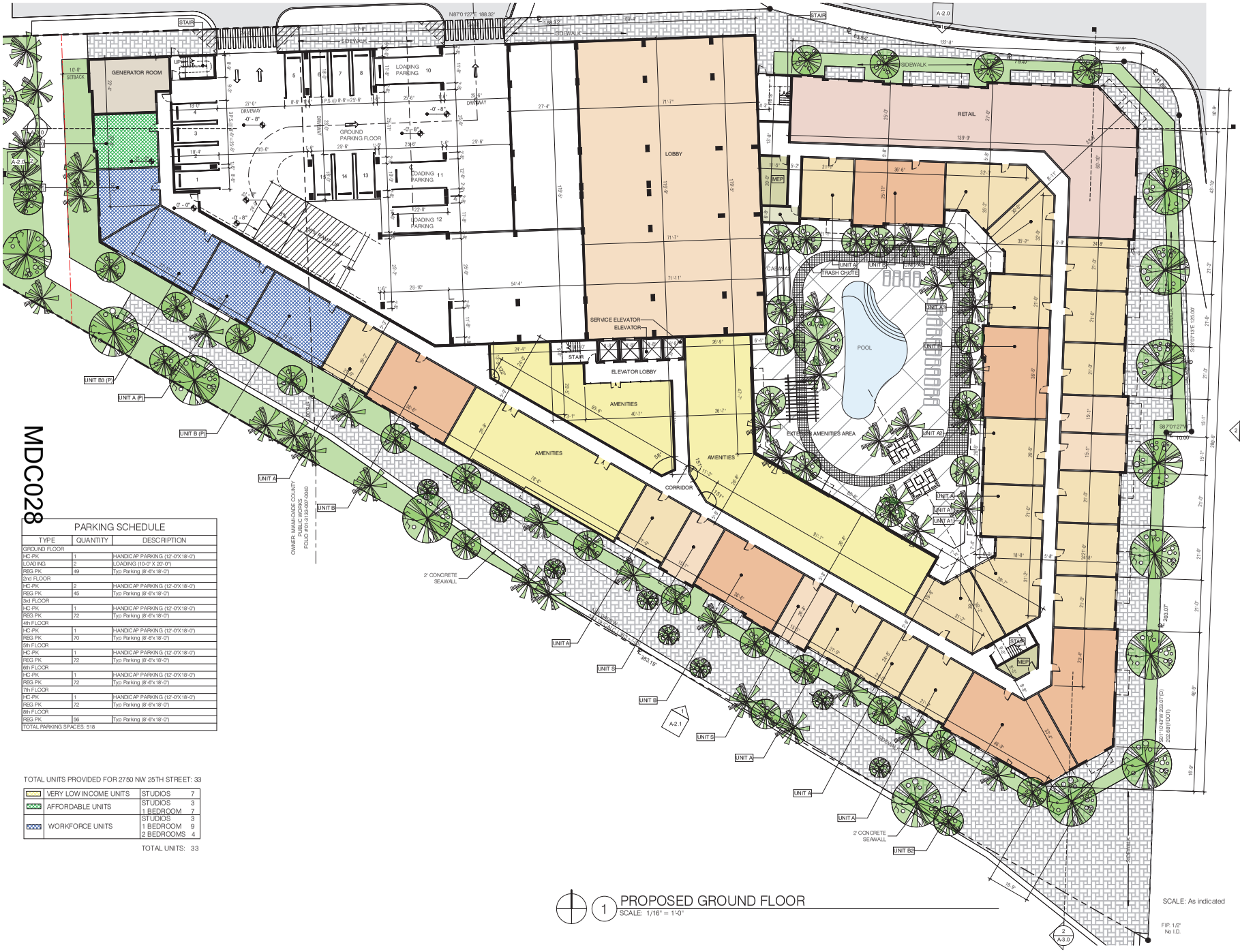
PARTNERS, P.A.
ARCHITECTURE · PLANNING · INTERIORS
4533 Ponce de Leon Boulevard
Coral Gables, Florida 33146
TEL: (305) 448-4447 FAX: (305) 448-5443
E-MAIL: info@beharfont.com
SEAL:
DATE: 8-27-2019
PROJECT NO.22028
DRAWING NAME:
SITE PLAN
A-1.0
SITE PLAN
SCALE: 3/64" = 1'-0"
N.W. NORTH RIVER DRIVE
SECONDARY FRONTAGE
N.W. 27th AVENUE - STATE ROAD NO. 9
PRINCIPAL FRONTAGE
MIAMI CANAL
RETAIL
LOBBY
AMENITIES
POOL
GENERATOR ROOM
GROUND PARKING FLOOR
PLAYGROUND
DOG PARK
SIGHT TRIANGLE
SETBACK
MDC027



MDC028

PARKING SCHEDULE

TYPE	QUANTITY	DESCRIPTION
GROUND FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
LOADING	2	LOADING (10'-0" X 20'-0")
REG PK	49	Typ Parking (8'-6"x18'-0")
2nd FLOOR		
HC-PK	2	HANDICAP PARKING (12'-0"X18'-0")
REG PK	45	Typ Parking (8'-6"x18'-0")
3rd FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
4th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	70	Typ Parking (8'-6"x18'-0")
5th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
6th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
7th FLOOR		
HC-PK	1	HANDICAP PARKING (12'-0"X18'-0")
REG PK	72	Typ Parking (8'-6"x18'-0")
8th FLOOR		
REG PK	96	Typ Parking (8'-6"x18'-0")
TOTAL PARKING SPACES: 518		

TOTAL UNITS PROVIDED FOR 2750 NW 25TH STREET: 33

	VERY LOW INCOME UNITS	STUDIOS	7
	AFFORDABLE UNITS	STUDIOS	3
		1 BEDROOM	7
	WORKFORCE UNITS	STUDIOS	3
		1 BEDROOM	9
		2 BEDROOMS	4

TOTAL UNITS: 33

1 PROPOSED GROUND FLOOR
SCALE: 1/16" = 1'-0"

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
PROPOSED GROUND FLOOR
A-1.1

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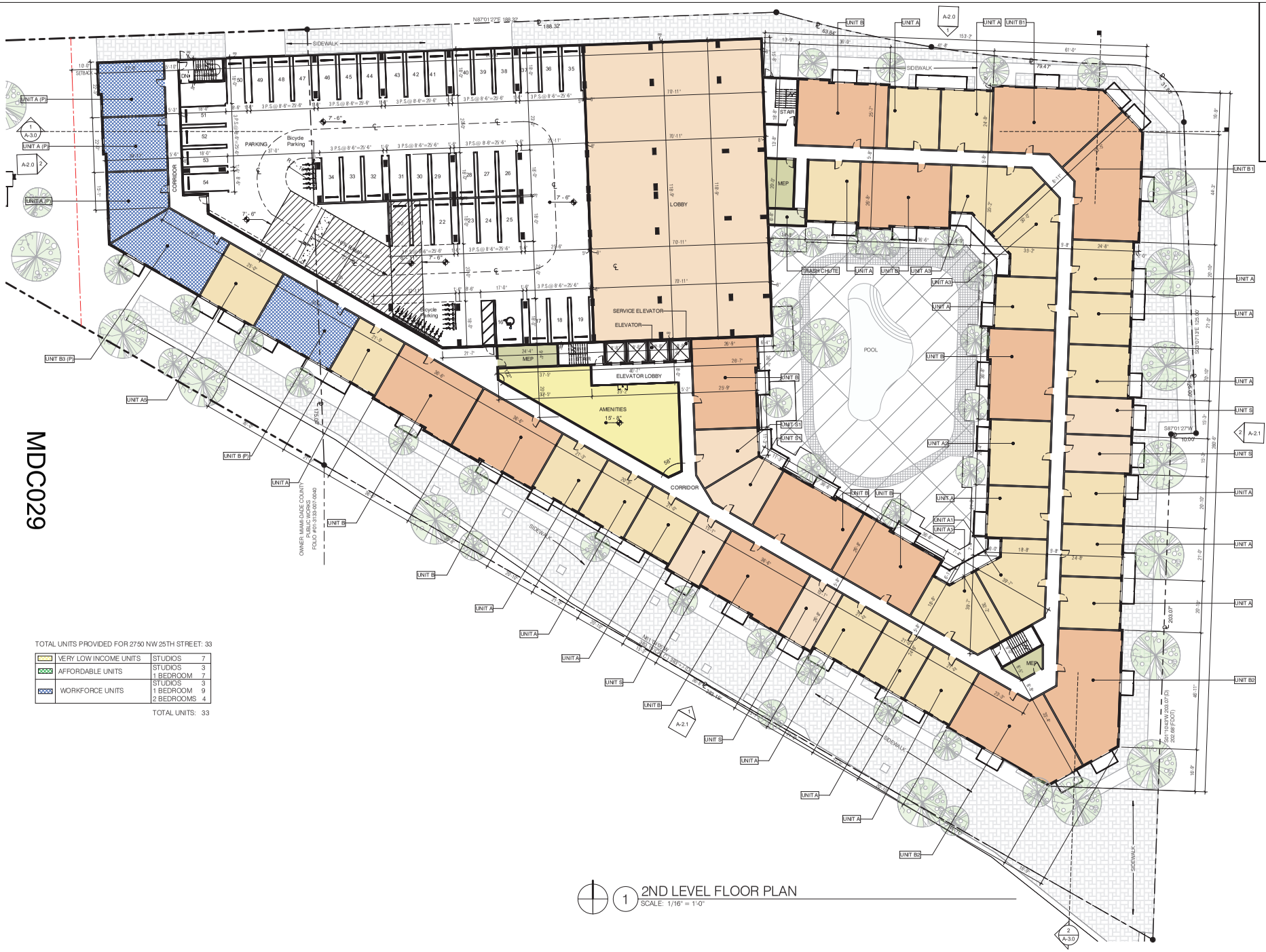

MDC029

TOTAL UNITS PROVIDED FOR 2750 NW 25TH STREET: 33

	VERY LOW INCOME UNITS	STUDIOS	7
	AFFORDABLE UNITS	STUDIOS	3
		1 BEDROOM	7
	WORKFORCE UNITS	STUDIOS	3
		1 BEDROOM	9
		2 BEDROOMS	4

TOTAL UNITS: 33

1 2ND LEVEL FLOOR PLAN
SCALE: 1/16" = 1'-0"

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PARTNERS, P.A.
ARCHITECTURE · PLANNING · INTERIORS
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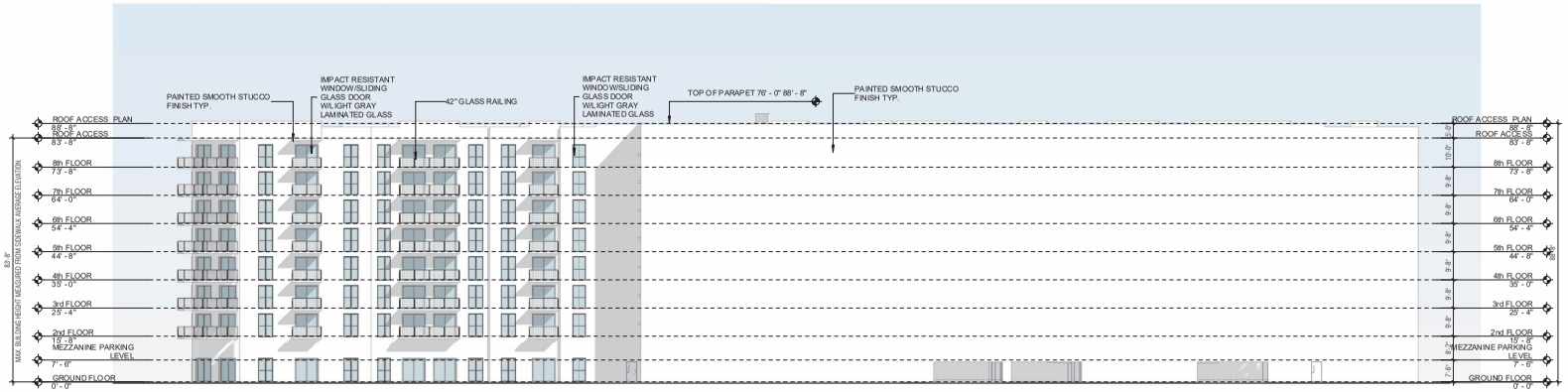
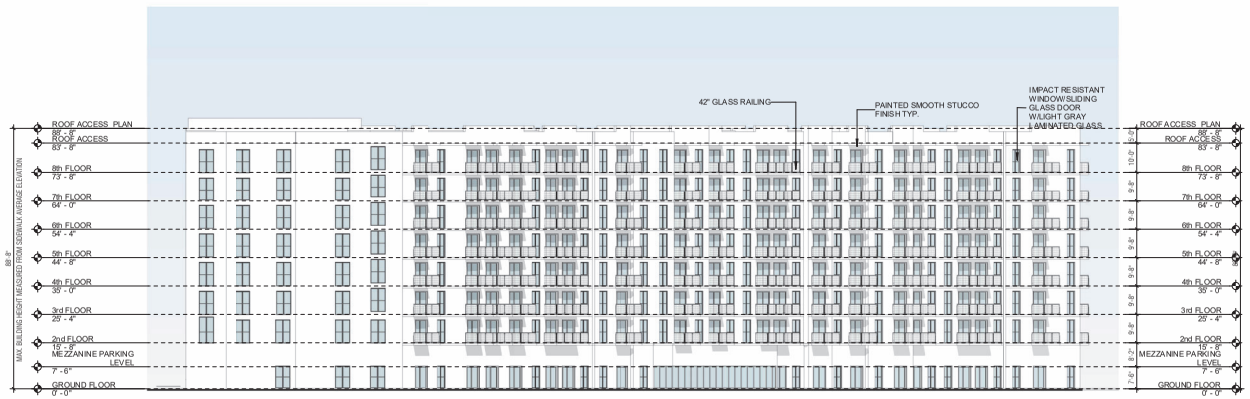
DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
FLOOR PLAN 2ND LEVEL
A-1.2

MDC030



1 PROPOSED ELEVATION A
SCALE: 1" = 20'-0"



2 PROPOSED ELEVATION B
SCALE: 1" = 20'-0"

PROPOSED ELEVATION
SCALE: 1" = 20'-0"

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SEAL:

RIVER VIEW

1960, 1970, AND 1990 NW 27TH AVENUE AND
2750 NW 25TH STREET, MIAMI, FLORIDA

The income level mix for the 2750 NW 25th Street parcel will include at least 10% for renters meeting the Extremely Low Income category of housing for Miami-Dade County, 55% for renters meeting the Affordable category, and 25% for those meeting the Workforce category.

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
PROPOSED ELEVATION
A-2.0

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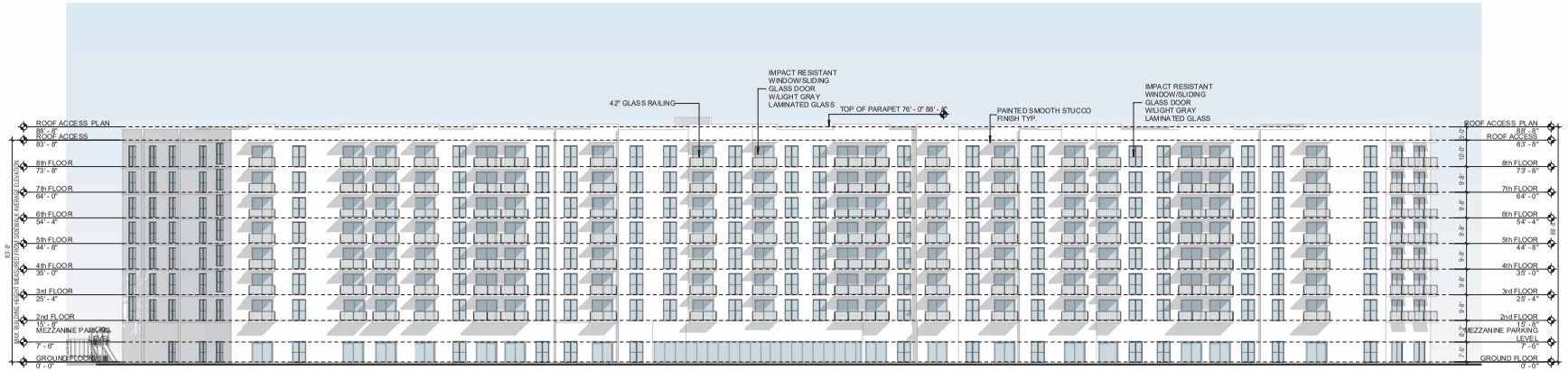

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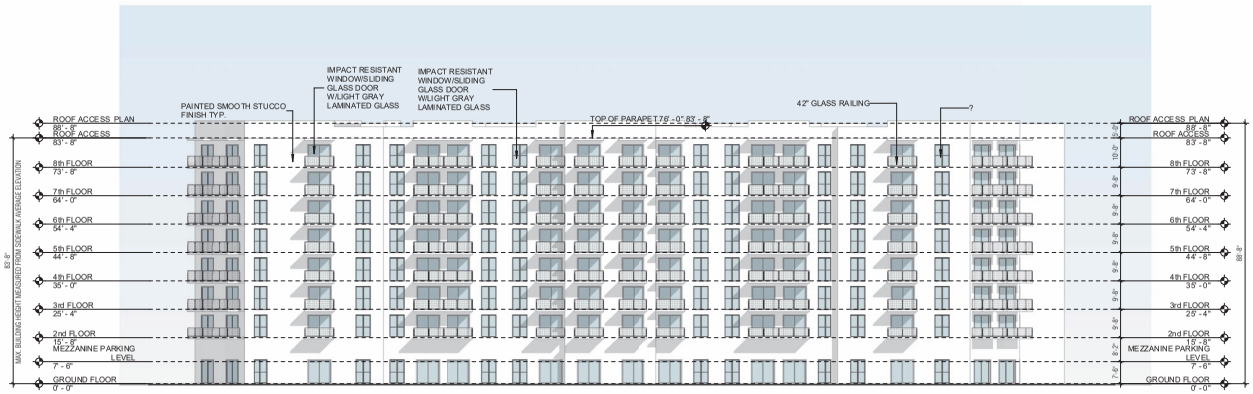

2 PROPOSED ELEVATION D
SCALE: 1" = 20'-0"

PROPOSED ELEVATION

SCALE: 1" = 20'-0"

MDC031

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PROJECT NO:22028
DRAWING NAME:
PROPOSED ELEVATION
A-2.1

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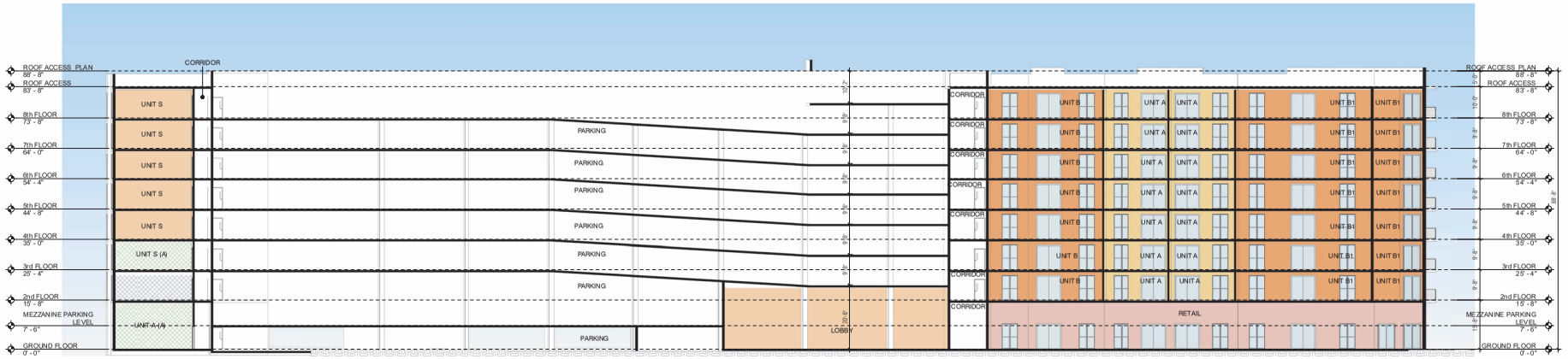
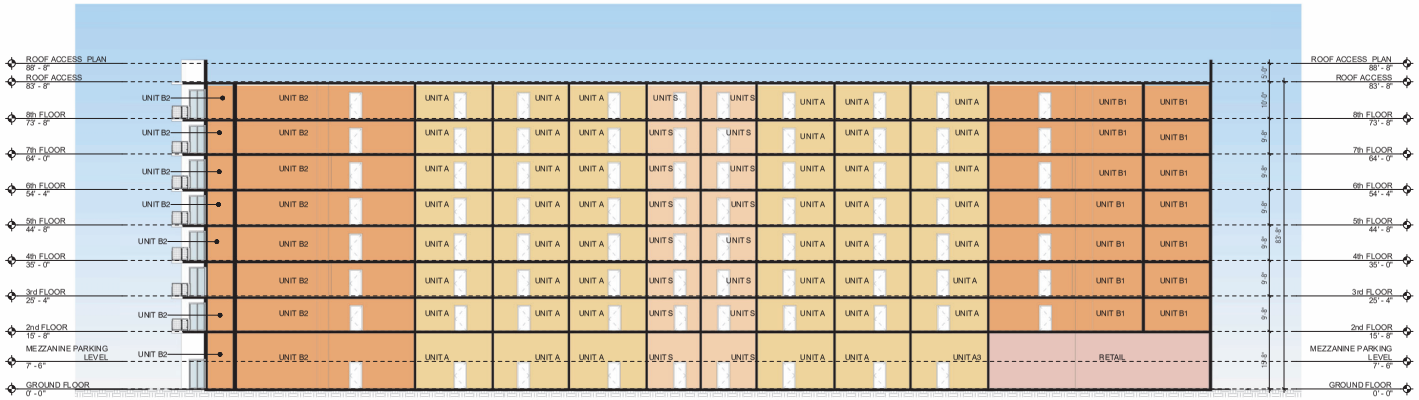


1 SCHEMATIC SECTION 1
SCALE: 1/16" = 1'-0"



2 SCHEMATIC SECTION 2
SCALE: 1/16" = 1'-0"

SCHEMATIC SECTIONS

SCALE: 1/16" = 1'-0"

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
SCHEMATIC SECTIONS
A-3.0

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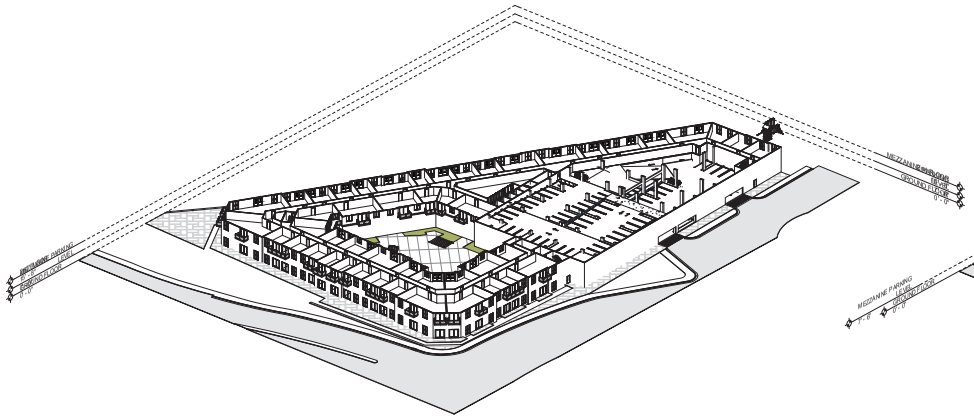
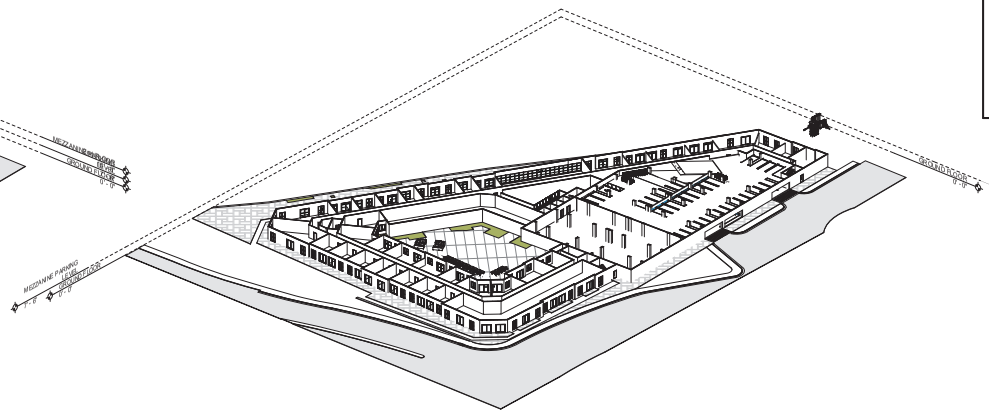
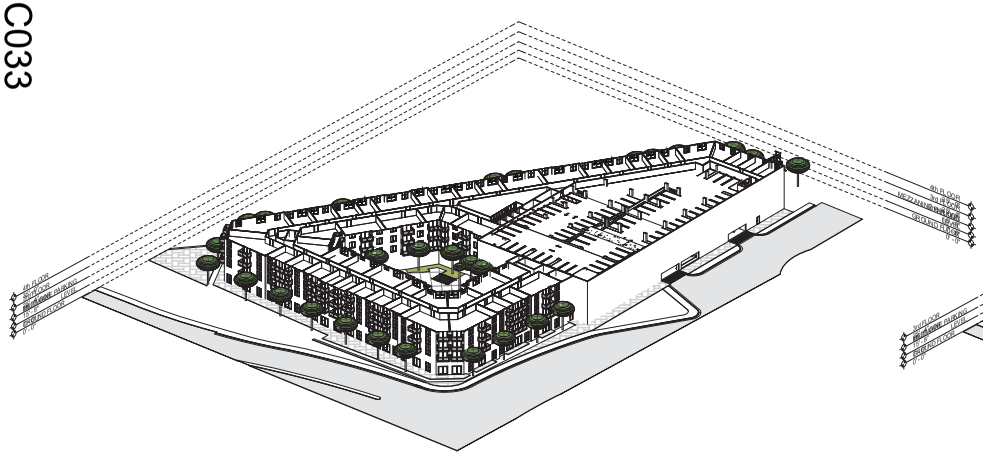


2 2nd FLOOR
SCALE:

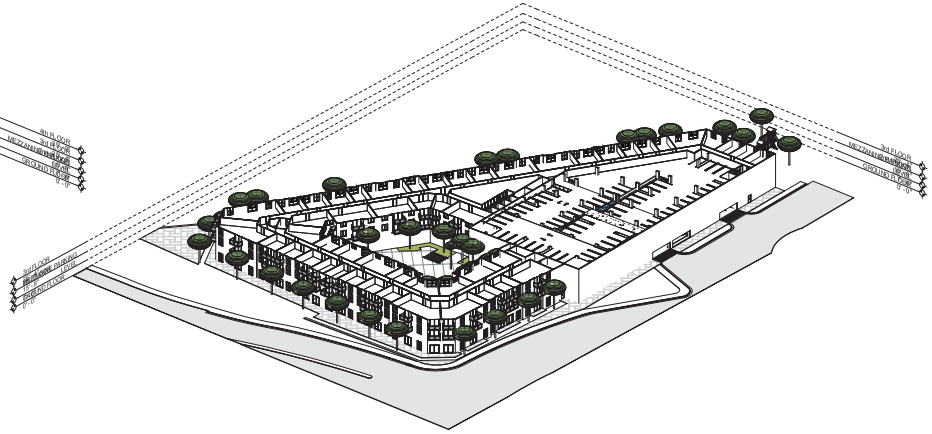


1 GROUND FLOOR
SCALE:

MDC033



4 4Th FLOOR
SCALE:



3 3rd FLOOR
SCALE:

3D BUILDING SECTIONS
SCALE:

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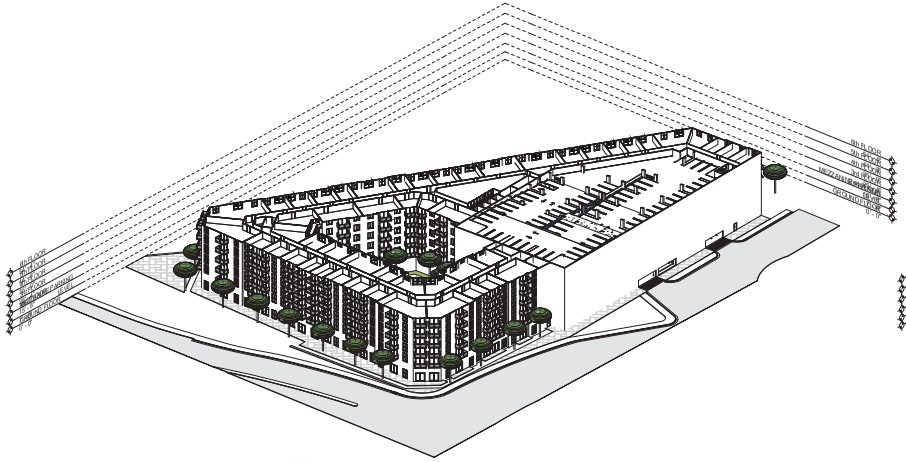
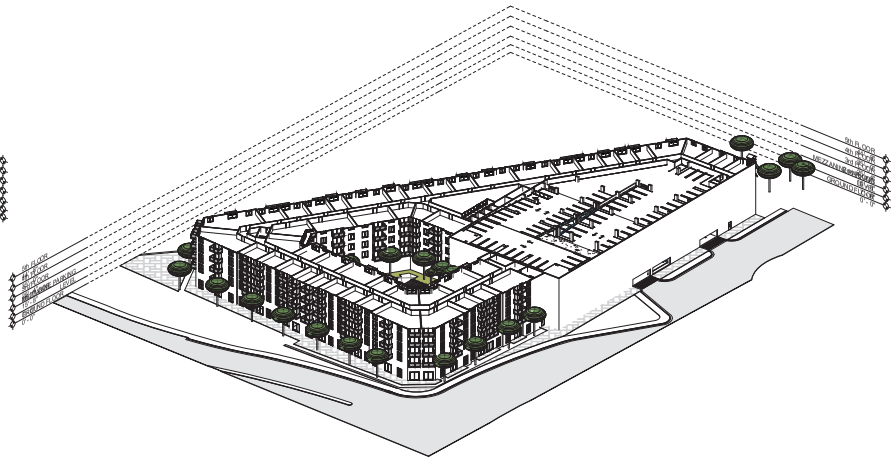
DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
3D BUILDING SECTIONS
A-3.1

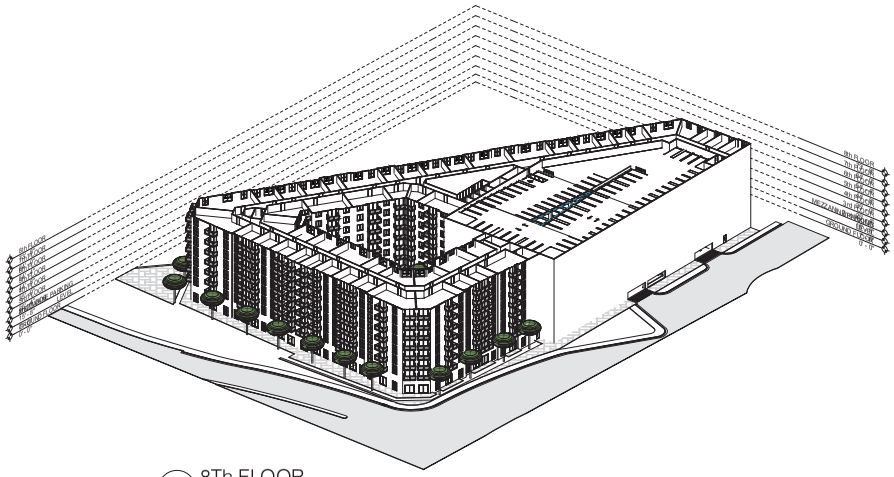
MDC034



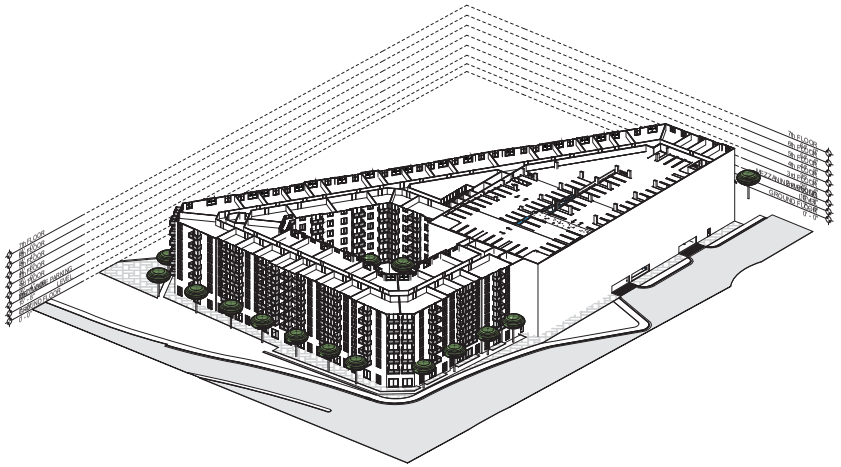
2 6Th FLOOR
SCALE:



1 5Th FLOOR
SCALE:



4 8Th FLOOR
SCALE:



3 7Th FLOOR
SCALE:

3D BUILDING SECTIONS
SCALE:

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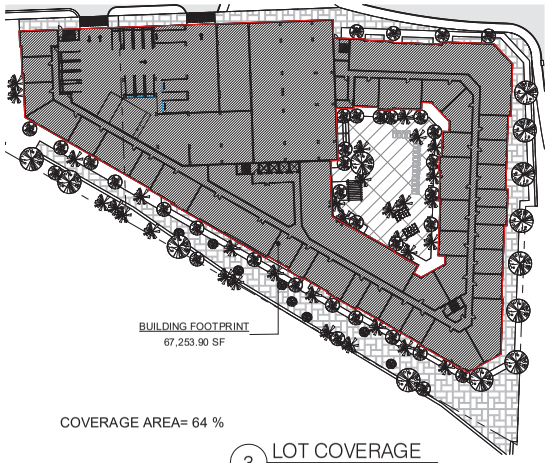
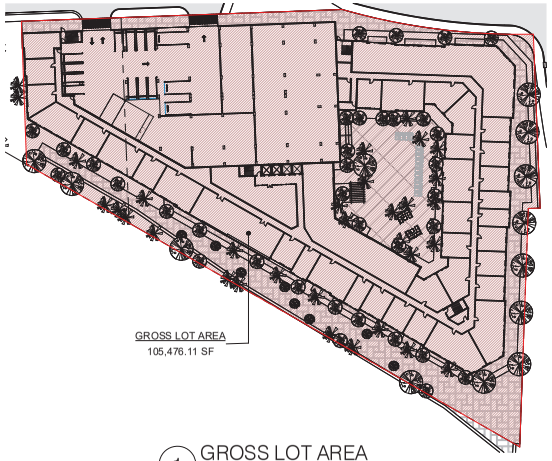
DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
3D BUILDING SECTIONS
A-3.2



COVERAGE AREA= 64 %

3 LOT COVERAGE
SCALE: 1" = 50'-0"

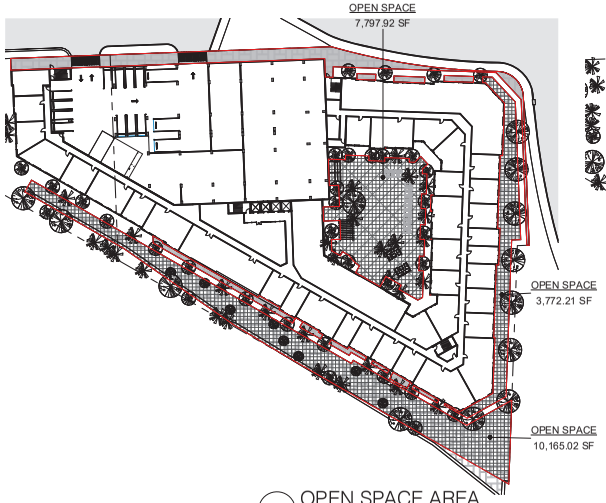
2 NET LOT AREA
SCALE: 1" = 50'-0"



1 GROSS LOT AREA
SCALE: 1" = 50'-0"

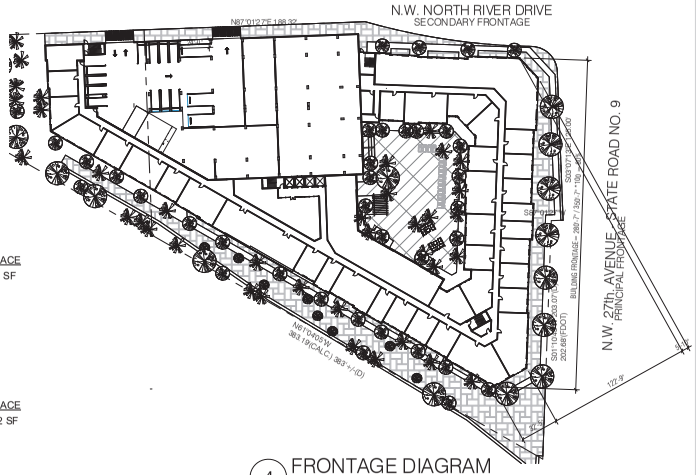
MDC0053

6 GREEN AREA
SCALE: 1" = 50'-0"



5 OPEN SPACE AREA
SCALE: 1" = 50'-0"

Area Schedule (OPEN SPACE AREA)	
Name	Area
<varies>	27238 SF



4 FRONTAGE DIAGRAM
SCALE: 1" = 50'-0"

AREA SCHEMATIC PLAN
SCALE: 1" = 50'-0"

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RIVER VIEW

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
AREA SCHEMATIC PLAN
A-6.0

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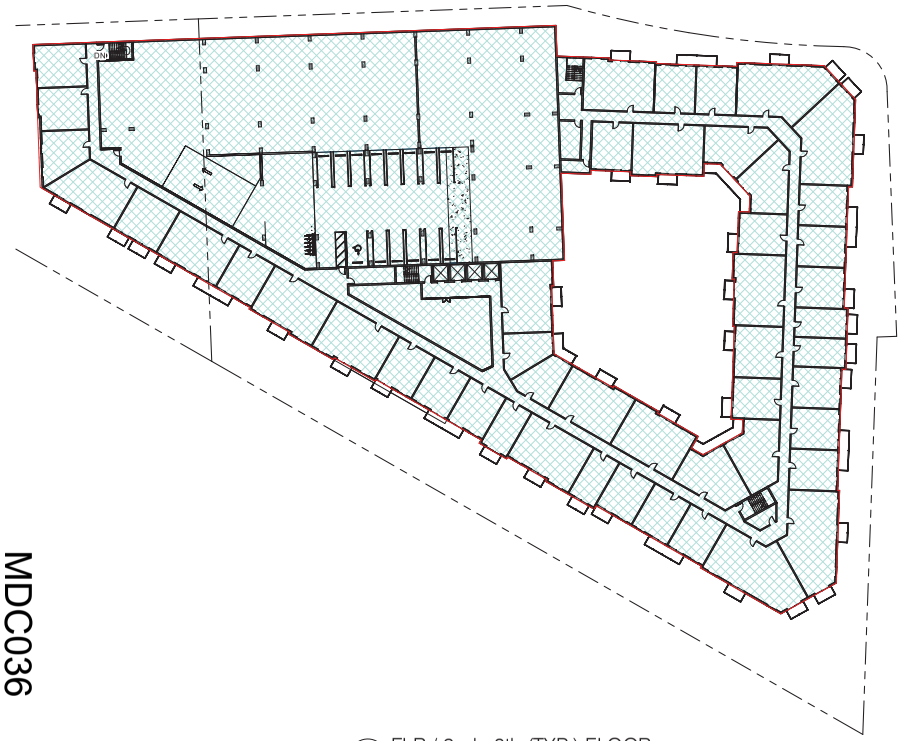

2 FLR / 2nd - 8th (TYP.) FLOOR
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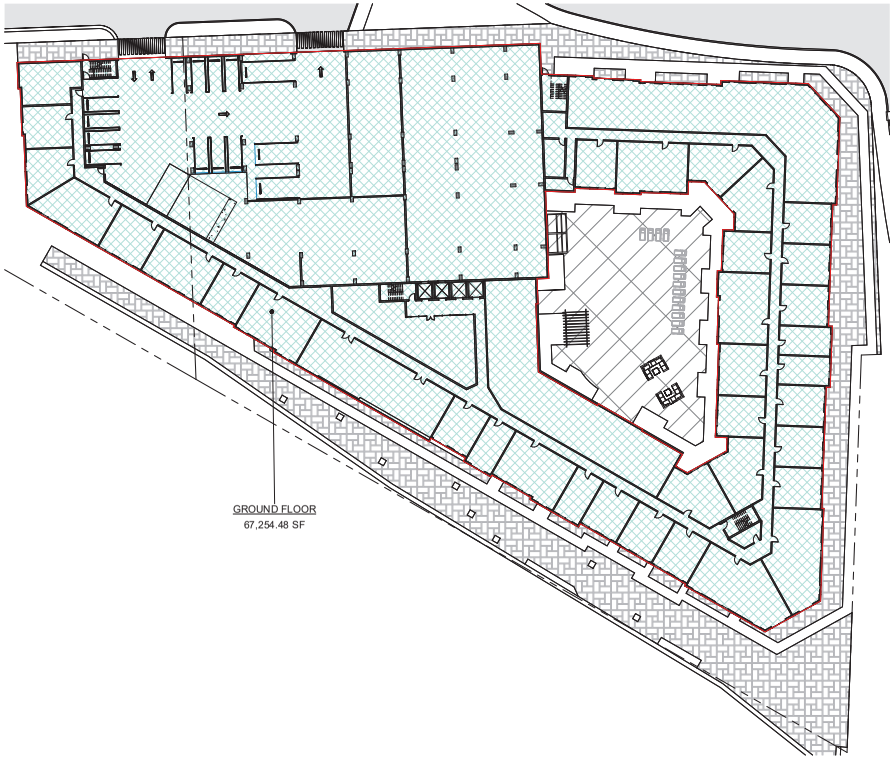

1 FLR / GROUND FLOOR
SCALE: 1" = 30'-0"

Area Schedule (FLR AREA)		
Number	Area Type	Area
GROUND FLOOR		
101	Gross Building Area	67254.48 SF
2nd FLOOR		
201	Gross Building Area	67180.35 SF
3rd FLOOR		
301	Gross Building Area	67213.06 SF
4th FLOOR		
401	Gross Building Area	67213.06 SF
5th FLOOR		
501	Gross Building Area	67213.06 SF
6th FLOOR		
601	Gross Building Area	67213.06 SF
7th FLOOR		
701	Gross Building Area	67213.06 SF
8th FLOOR		
801	Gross Building Area	67213.06 SF
		537713.19 SF

FLR DIAGRAMS
SCALE: 1" = 30'-0"

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DATE: 8-27-2019
PROJECT NO:22028
DRAWING NAME:
FLR DIAGRAMS

A-6.1

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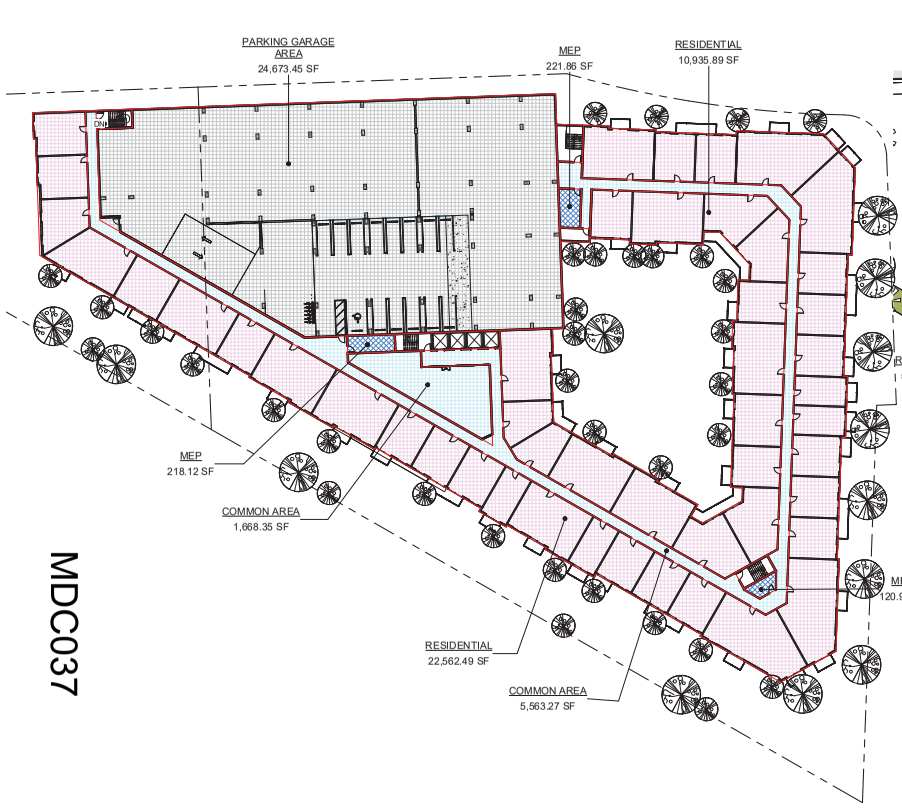

2 TYPICAL FLOOR PLAN 2nd TO 8th AREA PLAN
SCALE: 1" = 30'-0"

1 GROUND FLOOR AREA PLAN
SCALE: 1" = 30'-0"

AREA SCHEDULE (RENTABLE TYPICAL FLOOR PLAN 2nd to 8th)	
NAME	AREA
COMMON AREA	7232 SF
MEP	561 SF
PARKING GARAGE AREA	24673 SF
RESIDENTIAL	33498 SF
	65964 SF

AREA SCHEDULE (RENTABLE GROUND FLOOR)	
NAME	AREA
COMMON AREA	22089 SF
MEP	5575 SF
PARKING GARAGE AREA	11530 SF
RESIDENTIAL	27139 SF
	66331 SF

RENTABLE AREA PLANS
SCALE: 1" = 30'-0"

MDC037

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DRAWING NAME:
RENTABLE AREA PLANS
A-6.2

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

BEFORE MIAMI-DADE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

IN RE: **1960 NW 27th Ave, LLC**
1960 NW 27th Ave Green Reuse Site
1960 and 1970 NW 27th Avenue, Miami, FL 33142
Folio Nos. 01-3133-007-0030 and 01-3133-007-0020
Aguaclara Brownfield Area
Brownfield Area Identification Number: BF130401000
Brownfield Site Identification Number: BF130401001
DERM Case No.: HWR-00036

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5), Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, Miami-Dade County ("MDC") has been delegated the authority to administer the Florida Brownfields Program on behalf of the State of Florida's Department of Environmental Protection ("Department") and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, MDC has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department and MDC through its delegation, have the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between MDC and 1960 NW 27th Ave, LLC, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. MDC and the PRFBSR agree to the following:

1. MDC

The Department of Regulatory and Economic Resources (RER) is the agency of MDC with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

1960 NW 27th Ave, LLC is the PRFBSR as defined in §376.79(15), F.S., for the real property described in the map and legal description in **Attachment A** (the "Brownfield Site"), incorporated herein, that has been designated by the City of Miami in Resolution Number R-04-0413, approved on June 24, 2004, as a brownfield area as defined in §376.79(5), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the City of Miami resolution with all attachments including the map of the designated brownfield area. The brownfield site consists of 2.07 acres. The legal boundaries of the brownfield site and the brownfield area are the same.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

(a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield site.** If such contaminated site(s) extend(s) beyond the boundary of the Brownfield site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;

(b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties, **Attachment B** incorporated herein;

(c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of MDC and the Department and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by MDC;

(d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;

(e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;

(f) to allow access by MDC and the Department during the entire site rehabilitation process, as evidenced by the attached documentation, **Attachment C,** incorporated herein, establishing that such site access has been secured by agreement with the **real property owner**. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify MDC within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the **real property owner** of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to the MDC and the Department; and

(g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. MDC recommends that the PRFBSR contact the Department's Waste Reduction and Registration Program or Hazardous Waste Program and Permitting at the following websites: https://floridadep.gov/waste/waste-reduction and https://floridadep.gov/waste/permitting-compliance-assistance/content/hazardous-waste-management-main-page for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

(h) that upon the execution of this BSRA the terms and conditions of Consent Order 88-103, dated February 27, 1989, only as it pertains to corrective actions on the contaminated site(s) originating on the real property as described in **Attachment A**, will be held in abeyance and shall remain in abeyance, provided the PRFBSR is in compliance with the terms of this BSRA. In the event MDC determines that the PRFBSR is not in compliance with the terms and conditions of this BSRA, subject to the provisions of Paragraphs **11** and

19 hereof, the PRFBSR agrees that the terms and conditions of the Consent Order shall return in full force and effect.

4. CERTIFICATION

The PRFBSR, in accordance with the provisions of § 376.80(5), F.S., certifies that it has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation that supports this certification is provided as **Attachment D**, incorporated herein.

5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to MDC that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA, and incorporated herein. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the MDC Brownfield Coordinator and approved by MDC before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to MDC documentation as **Attachment F**, incorporated herein, which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F,** if applicable, showing that any contractor that performs site rehabilitation tasks:

(a) meets all certification and license requirements imposed by law; and

(b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with § 376.30781, F.S., only the costs of voluntary cleanup activity incurred and paid by the applicant that are integral to site rehabilitation or for solid waste removal are eligible for the VCTC. "Site rehabilitation" as defined in §376.79(19), F.S., means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. “Solid waste removal” as defined in §376.30781(3), F.S., means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the brownfield site.

Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Drycleaning Solvent Cleanup Program (DSCP) or one of the Petroleum Restoration Program’s (PRP) eligibility programs, may not be used to calculate a tax credit. Likewise, expenses incurred that are statutorily-required to participate in the DSCP (i.e., deductibles) or one of the PRP eligibility programs (i.e., deductibles, review fees, limited contamination assessment reports, and co-payments), are not eligible for the state's VCTC. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law.

General information about the VCTC Program is available at https://floridadep.gov/waste/waste-cleanup/content/voluntary-cleanup-tax-credit
For specific questions regarding the VCTC Program, please contact the Department’s Waste Cleanup Program at (850) 245-8958.

8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA, including attachments, and a copy of the executed BSRA. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to MDC for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, contact information and applicable affiliation for each advisory committee member is included as **Attachment G**, incorporated herein.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify MDC and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

Pursuant to §376.80(8), F.S., if the PRFBSR fails to comply with this BSRA, MDC shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with MDC for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, MDC may terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to MDC.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S. Upon termination of this BSRA, Consent Order #88-103 will return immediately to full force and effect.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of MDC to undertake any action in response to, or to recover the costs of responding to, conditions at or from

the real property described in **Attachment A** that require MDC to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to MDC and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

MDC will release the Respondent to Consent Order **#88-103**, and its successors and assigns, from its corrective action obligations pursuant to the Consent Order for the real property covered by this BSRA upon issuance of the SRCO issued pursuant to this BSRA.

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Miami-Dade County, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in **Paragraph 5** (“Site Contractor”) above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

Wilbur Mayorga
Chief, Environmental Monitoring & Restoration Division
MDC Department of Regulatory and Economic Resources
701 NW 1st Court, 4th Floor
Miami, Florida 33136

MDC encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in **Attachment H**, incorporated herein. Time frames for MDC’s review

of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the schedule in **Attachment B**. After final MDC approval of each report or plan, an electronic copy shall be submitted to MDC within 30 days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if MDC fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of "no further action proposals," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by MDC to complete additional work on a previous task.

17. FEES

MDC may charge and retain applicable fees for use in supporting the administration of the Brownfields Program. Any such fees shall be charged in accordance with the current fee schedule that has been reviewed and approved by the Board of County Commissioners. Nothing in this provision shall preclude MDC from charging and collecting administrative fees, investigative costs, or other costs incurred by MDC resulting from performing enforcement and compliance functions. Nothing in this Agreement shall prohibit MDC from seeking penalties, damages, costs, or attorney fees as provided by law or ordinance. All civil penalties and damages recovered by MDC shall be deposited in a separate county fund which shall be used as set forth in Section 24-31, of the Code of Miami-Dade County, Florida.

18. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of MDC and the local government with jurisdiction over the real property described in **Attachment A.** However, MDC shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this BSRA; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

19. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge MDC's actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach

or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

20. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of MDC. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the BSRA. The procedures for petitioning a hearing are set forth below.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., MDC may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;

2. A statement of when and how each petitioner received notice of MDC's action or proposed action;

3. An explanation of how each petitioner's substantial interests will be affected by MDC's action or proposed action;

4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of MDC's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of MDCs action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes MDC to take with respect to MDC's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that MDCs final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of MDC have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

21. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of RER (see below).

22. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, MDC's review of the BSRA, or technical questions should be directed to MDC's Brownfields Coordinator referenced in **Paragraph 15** of this BSRA or to the PRFBSR's representative at:

Michael R. Goldstein, Esq.
The Goldstein Environmental Law Firm, P.A.
2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
(305) 777-1682

Questions regarding legal issues should be referred to MDC's County Attorney's Office at 305-375-5151. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

23. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Daniella Levine Cava, MDC Mayor or her designee, and 1960 NW 27th Ave, LLC, the Person Responsible for Brownfield Site Rehabilitation, signing by and through Kelly P. Kite, Jr., its President, duly authorized to execute same.

MIAMI-DADE COUNTY

By: _____
Mayor or her designee

Jimmy Morales
(Print Name)

Date: 11/8/2023

Approved as to form and legality:

_____ for Christopher Wahl
MDC Assistant County Attorney

Christopher Wahl
(Print MDC Assistant County Attorney's Name)

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated RER Clerk, receipt of which is hereby acknowledged.

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

Attested by: Olga Valverde
Deputy Clerk: Olga Valverde - e18183
11/9/23

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

SIGNATURES CONTINUE ON NEXT PAGE

PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

1960 NW 27th AVE, LLC, a Florida limited liability company

By: Goldstein Kite Environmental, LLC, a Florida limited liability company, its Manager

By: Kite Capital Partners, LLC, a Florida limited liability company, its Manager

By: _____
Kelly P. Kite, Jr.
Manager

Date: 10-25-2023

Address: 2055 US Hwy 1
Vero Beach, FL 32960

Phone: (772) 237-3444

ec: Billy Hessman, FDEP Brownfields Program Manager
Justin Cross, FDEP Government Analyst II, Brownfields Program
Megan Johnson, FDEP Environmental Consultant, Brownfields Program
Martina Maier, Southeast District Brownfields Coordinator, FDEP
Sandra Rezola, MDC Brownfields Coordinator, RER-DERM

List of Attachments

Attachment A	Local Government Resolution for the Brownfield Area and Map and Legal Description of the Brownfield Site
Attachment B	Brownfield Site Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Certification of Redevelopment Agreement
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents

Attachment A

Legend

- Sheet Pile Sea Wall
- Approximate Former Orkin Miami Site Boundary

Notes:
1. Property owner information provided by Miami-Dade County Property Appraiser website, FDOT, Dade County, and City of Miami.
2. Source of 2017 Aerial Photograph: FDOT APLUS website.
3. Former Orkin-Miami Site boundary mapped by restaking property corners from a previous boundary survey of the Site. Restaking and survey was completed by Survtech Solutions, Inc. in May 2008.

Site Vicinity

Former Orkin Miami Site
1960 N.W. 27th Avenue
Miami, Florida
OGC88-103/HWR-0036/File-7965

Geosyntec consultants

Boca Raton, FL | April 2020

Figure 1

EXHIBIT A

PARCEL 1

Beginning at the Northeast corner of Lot 8, according to the PLAT OF RIVERDALE PARK, as recorded in Plat Book 21, at Page 19, of the Public records of Dade County, Florida, run South along the East line of said Lot 8 and the Southerly projection of said East line of Lot 8 a distance of one hundred seventy-five (175) feet to a point of intersection with the South line of the undedicated Alley shown on the above Plat; thence West along the South line of said undedicated Alley two hundred fifty (250) feet, more or less, to a point of intersection with the Southerly projection of the West line of Lot 12, according to the above-mentioned Plat of RIVERDALE PARK; thence North along the Southerly projection of, and the West line of, the above-mentioned Lot 12 to the Northwest corner of said Lot 12; thence East along the North lines of Lots 12, 11, 10, 9 and 8, according to the above-mentioned Plat of RIVERDALE PARK two hundred fifty (250) feet to the POINT OF BEGINNING.

PARCEL 2

Beginning at the Southwest corner of Lot 7, according to the Plat of RIVERDALE PARK, as recorded in Plat Book 21, at Page 19, of the Public Records of Dade County, Florida, run East along the South line of said Lot 7 a distance of seventy-five (75) feet to a point, said point being the Northwest corner of a parcel of land conveyed by Edward F. Westfall and Helen K. Westfall to Dade County, Florida, and recorded in Deed Book 1877, at Page 146 of the Public Records of Dade County, Florida; thence with an angle to the right of 94 degrees 09 minutes 16 seconds, run Southwesterly along the Northwesterly line of said parcel deeded to Dade County two hundred three and seven hundredths (203.07) feet to a point of intersection with the North line of a strip of land two hundred (200) feet wide in the Northeast Quarter of the Northeast Quarter of Section 33, Township 53 South, Range 41 East, as described in a Deed to Trustees of Internal Improvement Fund, dated July 20, 1909, and recorded in Deed Book 49, at Page 260, of the Public Records of Dade County, Florida; thence in a Northwesterly direction along the North line of said 200-foot strip three hundred eight-three (383) feet, more or less, to a point of intersection with the South line of the undedicated Alley lying South of Lots 8 to 12, Inclusive, as shown on the above-mentioned Plat of Riverdale Park; thence East along the South line of said undedicated Alley two hundred sixty-five (265) feet, more or less, to the POINT OF BEGINNING; together with, without warranty of title, all riparian rights incident to Parcel 2; and

Lots 3 through 7, inclusive, RIVERDALE PARK, according to the Plat thereof, recorded in Plat Book 21, Page 19, of the Public Records of Dade County, Florida, TOGETHER WITH all of the first party's right, title and interest in and to that certain 15-foot

undedicated alley lying between Lot 8 of RIVERDALE PARK and Lots 1 through 7, inclusive, of RIVERDALE PARK.

ALL LESS AND EXCEPT THEREFROM, that parcel taken for right of way purposes as described in Final Judgment recorded January 7, 1991, in Official Records Book 14849, Page 29, more particularly described as follows:

All those portions of Lots 8 and 9 together with that portion of the 15 foot alley, RIVERDALE PARK, all according to the Plat thereof, as recorded in Plat Book 21, at Page 19, of the Public Records of Dade County, Florida, lying in the Northeast quarter of Section 33, Township 53 South, Range 41 East, Dade County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Lot 12, of said plat of RIVERDALE PARK; thence run North 87 degrees 01 minutes 27 seconds East, along the North line of Lots 12, 11, 10 and 9 of said plat of RIVERDALE PARK, for a distance of 188.32 feet to the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence continue North 87 degrees 01 minutes 27 seconds East along the North line of said Lots 9 and 8, and along their Easterly projection, for a distance of 67.57 feet to a point of intersection with a circular curve being concave to the Northeast and having for its elements a tangent bearing of South 81 degrees 52 minutes 49 seconds East, a chord bearing of South 82 degrees 22 minutes 37 seconds East and a radius of 535.00 feet; thence run Southeasterly along the arc of said circular curve to the left, through a central angle of 00 degrees 59 minutes 35 seconds and along the Southerly right of way line for N.W. North River Drive as shown on Florida Department of Transportation Right of Way Map Section No. 87674-260) as recorded in Road Map Book 72, at Page 93, of the Public Records of Dade County, Florida, for a distance of 9.27 feet to a point on the West line of Lot 1 of said Plat of RIVERDALE PARK; thence run South 03 degrees 07 minutes 13 seconds East, along the West line of said Lot 1, for a distance of 17.27 feet to a point of intersection with a circular curve being concave to the Northeast and having for its elements a tangent bearing of North 83 degrees 11 minutes 33 seconds West, a chord bearing of North 79 degrees 05 minutes 14 seconds West and a radius of 552.00 feet; thence run Northwesterly along the arc of said circular curve to the right, through a central angle of 08 degrees 12 minutes 39 seconds for a distance of 79.11 feet to the POINT OF BEGINNING.

City of Miami

KEITH A. CARSWELL
Director

JOE ARRIOLA
City Manager

July 13, 2004

RECEIVED
JUL 15 2004
DERM
POLLUTION CONTROL
DIVISION

Wilbur Mayorga, Section Chief
Pollution Remediation
Miami-Dade Department of Environmental
Resources Management
33 S.W. 2 Avenue, Suite 700
Miami, FL 33130

Re: Aguaclara Brownfield Area, 1960 N.W. 27th Avenue, City of Miami, Miami-Dade County, Florida, 331

Dear Mr. Mayorga:

On Thursday, June 24, 2004, the Miami City Commission unanimously approved Resolution 04-0413 designating the Aguaclara Cove Multifamily Development within the City of Miami, Florida a "Brownfield Area" in accordance with section 376.77 – 376.84, Florida Statutes. A copy of the Resolution is enclosed with this correspondence.

Please be advised that the designation was applied for by Aguaclara, Ltd. ("Aguaclara"), the current contract purchaser. Accordingly, Aguaclara is the Person Responsible for Brownfield Site Rehabilitation and will be contacting your office shortly to negotiate a Brownfield Site Rehabilitation Agreement.

For additional information regarding the Aguaclara Brownfield Area, please contact Michael R. Goldstein, Esq., of Akerman Senterfitt at 305.982.5570 or mgoldstein@akerman.com. Mr. Goldstein is counsel to Harbour Cove and will be able to respond to any questions or concerns you might have regarding the status of site rehabilitation activities. Thank you.

Sincerely,

Keith A. Carswell, Director
Department of Economic Development

cc: Carmen Sanchez, Business Development Coordinator, City of Miami
Michael R. Goldstein, Esq.
Mr. Roger Register, FDEP Brownfields Liaison
Mr. Lee Hoefert, FDEP Southeast District Office Brownfields Coordinator

City of Miami

Master Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.ci.miami.fl.us

Resolution 04-00635

Enactment #: R-04-0413 **Enactment Date:**

Version: 1 **Controlling Body:** City Commission **Status:** Passed

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), EXPANDING THE BOUNDARIES OF THE CITY OF MIAMI'S BROWNFIELD AREAS TO INCLUDE THE PROPERTY LOCATED AT 1960 - 1970 NORTHWEST 27TH AVENUE, MIAMI, FLORIDA ("PROPERTY"), AS ILLUSTRATED AND DESCRIBED IN "EXHIBIT A," ATTACHED AND INCORPORATED, IN ACCORDANCE WITH THE REQUEST OF AGUACLARA, LTD. ("AGUACLARA"), THE CONTRACT PURCHASER OF THE PROPERTY, AND IN ACCORDANCE WITH STATUTORY REQUIREMENTS; RESERVING TO THE CITY COMMISSION THE RIGHT TO WITHDRAW SAID PROPERTY'S DESIGNATION AS A BROWNFIELD AREA IN THE EVENT THAT AGUACLARA DOES NOT PURCHASE SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO PROVIDE ALL REQUIRED NOTICES IN CONNECTION WITH SAID DESIGNATION; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST SOURCE HIRING AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM AS "EXHIBIT B," WITH AGUACLARA, LTD.

Reference: **Introduced:** 6/1/04

Name: Designating a Development as a Brownsfield Area

Requester: Civilian Investigative Panel **Cost:** **Final Action:** 6/24/04

Notes:

Sections:

Indexes:

Attachments: 04-00635-cover memo.pdf, 04-00635-public notice memo.pdf, 04-00635-public notice .pdf, 04-00635-request letter.pdf, 04-00635-exhibit 1.pdf, 04-00635-exhibit 2- location maps.pdf, 04-00635-exhibit 3- agreement.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Law Department	6/15/04	Reviewed and Approved				
1	City Commission	6/24/04	ADOPTED				1

A motion was made by Angel González, seconded by Tomas Regalado, that this matter be ADOPTED. The motion carried by the following vote:
Aye: 5 - Angel González, Johnny L. Winton, Joe Sanchez, Tomas Regalado and Arthur E. Teele, Jr.

1	Mayor's Office	7/7/04	Signed by the Mayor

Page 2 of 80
MDC058

City of Miami

Text File Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File ID:	04-00635	**Type:**	Resolution	**Status:**	Passed
Enactment #:	R-04-0413			**Enactment Date:**	6/24/04
Version:	1	**Introduced:**	6/1/04	**Controlling Body:**	Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), EXPANDING THE BOUNDARIES OF THE CITY OF MIAMI'S BROWNFIELD AREAS TO INCLUDE THE PROPERTY LOCATED AT 1960 - 1970 NORTHWEST 27TH AVENUE, MIAMI, FLORIDA ("PROPERTY"), AS ILLUSTRATED AND DESCRIBED IN "EXHIBIT A," ATTACHED AND INCORPORATED, IN ACCORDANCE WITH THE REQUEST OF AGUACLARA, LTD. ("AGUACLARA"), THE CONTRACT PURCHASER OF THE PROPERTY, AND IN ACCORDANCE WITH STATUTORY REQUIREMENTS; RESERVING TO THE CITY COMMISSION THE RIGHT TO WITHDRAW SAID PROPERTY'S DESIGNATION AS A BROWNFIELD AREA IN THE EVENT THAT AGUACLARA DOES NOT PURCHASE SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO PROVIDE ALL REQUIRED NOTICES IN CONNECTION WITH SAID DESIGNATION; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST SOURCE HIRING AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM AS "EXHIBIT B," WITH AGUACLARA, LTD.

WHEREAS, Aguaclara, Ltd. ("Aguaclara"), the contract purchaser of the property located at 1960-1970 Northwest 27th Avenue, Miami, Florida ("Property"), intends to develop a mixed use, multi-family affordable housing development on the Property; and

Whereas, Aguaclara has requested that the City of Miami ("City") designate the Property as a brownfield area; and

WHEREAS, the Florida Brownfields Redevelopment Act (Sections 376.77-376.85 of the Florida Statutes), defines brownfield sites as abandoned, idled, or underused industrial and commercial properties where expansion or redevelopment is complicated by actual or perceived environmental contamination; and

WHEREAS, the Florida Brownfields Redevelopment Act provides for the designation, by resolution, of brownfield areas consisting of contiguous areas of one or more brownfield sites, and for the rehabilitation and redevelopment of such areas; and

WHEREAS, pursuant to Resolution No. 98-242, adopted March 10, 1998, and Resolution No. 99-197, adopted March 23, 1999, the Miami City Commission designated certain areas within the City as brownfield areas, for the purpose of environmental remediation, rehabilitation and economic development; and

WHEREAS, the City has determined that the Property is eligible for designation as a brownfield area because it meets the criteria set forth in the Florida Brownfields Redevelopment Act, more specifically, Section 376.80(2)(b) of the Florida

Page 2 of 90
MDC059

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Miami City Commission approves expanding the boundaries of the City of Miami brownfield areas to include property located at 1960-1970 Northwest 27th Avenue, Miami, Florida (the "Property"), as illustrated and described in "Exhibit A," attached and incorporated.

Section 3. Said Property is designated as a brownfield area for environmental restoration, rehabilitation and redevelopment in accordance with the Florida Brownfields Redevelopment Act.

Section 4. The Miami City Commission reserves the right to withdraw the Property's designation as a brownfield area in the event that Aguaclara does not purchase the Property.

Section 5. The City Manager is authorized to notify the Florida Department of Environmental Protection and the Miami-Dade County Department of Environmental Resources Management of the City's decision to expand the boundaries of the City's brownfield areas to include the Property, and its designation of the Property as a brownfield area for rehabilitation for the purposes of Sections 380.77-380.85 of the Florida Statues.

Section 6. The City Manager is authorized{1} to execute a First Source Hiring Agreement, in substantially the attached form, "Exhibit B," with Aguaclara.

Section 7. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

MDC0060

Attachment B

Attachment B
Table I
Modified Brownfield Site Rehabilitation Schedule

Type of Report or Activity	PRFBSR Action or Submittal Time Frames	RER Review or Comment Time frames
Notice of Interim Source Removal Action or Emergency Response Action situations.	Within 24 hours of initiation of the action.	No comment required.
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.525, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Plan	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.525, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Status Report	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
Interim Source Removal Report	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR)	SAR dated August 26, 2009; SAR Addendum (SARA) dated November 30, 2009; and SARA #2 dated June 10, 2010	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Plan	When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	RAP dated April 15, 2011; RAP Modification (RAPM) dated June 30, 2011; and RAPM dated February 28, 2020	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(14), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.
Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off [see Rule 62-780.700(18)]	Within 60 days of receipt.

Post Active Remediation Monitoring (PARM) Report	**Within 60 days of sample collection.**	**No comment required.**
Leveling Off Determination	**Within 60 days of sample collection.**	**Within 60 days of receipt.**
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	**Within 60 days of sample collection.**	**Within 60 days of receipt.**
Site Rehabilitation Completion Report (SRCR)	**Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc., within 60 days of RER's response.**	**Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C., for the issuance of an SRCO, then an SRCO will be issued.**
Pilot Study Work Plan	**When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.**	**Within 60 days of receipt.**
Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations.	**Within seven (7) days but not less than 24 hours prior notice to RER to perform field activity.**	**No comment required.**
Submittal to the RER of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	**Within 60 days of receipt of RER's response.**	**Within the same time frame for review of the original submittal.**
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	**See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.**	**No comment required.**
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	**See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.**	**No comment required.**
Submittal of Notice required in subsection 62-780.220(7), F.A.C.	**See text of rule for requirement that PRFBSR provide notice of RER's intent to approve site closure using institutional controls, institutional and engineering controls, or alternative cleanup target levels.**	**No comment required.**

Site rehabilitation in accordance with Chapter 62-780, Florida Administrative Code, was initiated by other parties prior to the PRFBSR entering into this BSRA. Accordingly, Miami-Dade County RER acknowledges that prior submittals including but not limited to a SAR, SARA, SARA #2, RAP, and subsequent RAPMs have been received by RER and FDEP and approved. Accordingly, the PRFBSR is not required to submit a SAR within 270 days of execution of this BSRA, nor is the PRFBSR required to submit a RAP within 90 days of SAR approval.

Attachment C

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM

1. 1960 NW 27th Ave, LLC, the real property owner ("undersigned" or "owner"), hereby grants permission to the Miami-Dade County Department of Regulatory and Economic Resources (RER) and the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 1960 and 1970 NW 27th Ave, Miami, FL 33142, Parcel ID nos. 01-3133-007-0030 and 01-3133-007-0020 as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement ("BSRA") for the brownfield site assigned the Brownfield Site Identification Number BF130401001, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by RER or the successful completion of the BSRA, whichever occurs first.

2. This permission is contemplated to be used for the following activities that may be performed by RER and/or the Department, its agents, representatives or subcontractors:

   a. Having access to areas where contamination may exist.

   b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.

   c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.

3. Upon completion of the investigation, RER and/or Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.

4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.

5. RER, and the Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

6. RER and the Department acknowledge and accept any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.

7. In exercising its access privileges, the RER and/or the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

SIGNATURES FOLLOW ON NEXT PAGE

REAL PROPERTY OWNER:

1960 NW 27TH AVE, LLC, a Florida limited liability company

By: Goldstein Kite Environmental, LLC, a Florida limited liability company, its Manager

By: Kite Capital Partners, LLC, a Florida limited liability company, its Manager

By: _____
Kelly P. Kite, Jr.
Manager

Date: 10-25-2023

_____
Signature of Witness

Print Name: Irina Zorc

Date: 10-25-2023

Accepted by RER by the following authorized agent:

_____
Signature of RER representative

Print Name: Sandra Rezola

Manager, EMES, RER-DERM
Title of RER representative

10/27/2023
Date

_____
Signature of Witness

Print Name: Jose R. Mas

10/27/23
Date

{00050655.DOCX. 1 }

For FDEP use: 07/23/2020 Revised Model BSRA

Attachment D

City of Miami

ARTHUR NORIEGA V
City Manager

March 14, 2022

Sandra Rezola, Brownfields Coordinator
Miami-Dade County RER Department
Division of Environmental Resources Management (DERM)
701 NW 1 Court, 4th Floor
Miami, Florida 33136

Re: Brownfield Site Rehabilitation Agreement for Property Located at 1960 and 1970 NW 27th Avenue, Miami, FL 33142; Folio Nos. 01-3133-007-0030 and 01-3133-007-0020 (the "Subject Property"); Located within Aguaclara Brownfield Area, BF130401000

Dear Ms. Rezola:

Please be advised that the Subject Property is located in the Aguaclara Brownfield Area, which was adopted by the Miami City Commission on June 24, 2004, pursuant to Resolution Number R-04-0413.

The contract purchaser of the Subject Property is 1960 NW 27th Ave, LLC ("Purchaser"). Purchaser's representative, Brett C. Brumund, Esq., requested that the City provide a letter of support on behalf of Purchaser's intent to enter into a Brownfield Site Rehabilitation Agreement ("BSRA") at the Subject Property. The Subject Property is currently zoned D1 with a Light Industrial future land use designation. According to Mr. Brumund, the Subject Property is currently vacant however, Purchaser intends to redevelop the property for multifamily residential use consistent with the uses and densities, at the very least, permitted in the D1 zoning district and Light Industrial future land use designation. To that end, Purchaser and its partners will be required to work with the City to obtain all the necessary approvals and licenses in support of the planned redevelopment. The City of Miami encourages incentives that could be made available with the execution of the BSRA, corrective action implementation, and redevelopment within the City of Miami Designated Brownfield Area.

If further information is needed, please contact me at (305) 416-1223, or the Department of Resilience and Public Works at (305) 416-1200.

Sincerely,

Harry James
Environment Compliance Coordinator
City of Miami Department of Resilience and Public Works

DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
444 SW 2nd Avenue, 8th Floor / Miami, FL 33130 / (305) 416-1200 / Fax: (305) 416-1278
Mailing Address: P.O. Box 330708 Miami, FL 33233-0708

MDC068

Attachment E

CONTRACTOR CERTIFICATION FORM
Brownfields Redevelopment Program

Contractor Name Langan Engineering and Environmental Services, Inc. Date: 2/9/2023

Contractor Address: 1221 Brickell Avenue, Suite 1800, Miami, FL 33131

Contact Name: Michael Spievack, PE

Phone No.: 786-264-7200 Fax No.: 786-264-7201

Brownfield Site ID #: BF130401001

CONTRACTOR CERTIFIES BY CHECKING ALL APPROPRIATE BOXES:	YES	NO
1. It meets all certification and license requirements imposed by law.	☒	☐
2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code.	☒	☐
3. It complies with all applicable OSHA regulations.	☒	☐
4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), Florida Statutes (F.S.).	☒	☐

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Section 376.80(6), F.S.]:

02/09/23 — Signature of Officer of the Company and Date Signed

William P. Kraekel — Print Name of Officer of the Company

Treasurer — Title of Officer of the Company

Contractors must immediately notify the FDEP (Brownfields District Coordinator, delegated local program) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification.

{00053728.DOCX. 1 }
For FDEP use: 07/23/2020 Revised Model BSRA

Attachment F

State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E83018

EUROFINS ORLANDO
481 NEWBURYPORT AVENUE
ALTAMONTE SPRINGS, FL 32701

has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - GROUP I UNREGULATED CONTAMINANTS, DRINKING WATER - GROUP II UNREGULATED CONTAMINANTS, DRINKING WATER - MICROBIOLOGY, DRINKING WATER - OTHER REGULATED CONTAMINANTS, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, DRINKING WATER - SYNTHETIC ORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - MICROBIOLOGY, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS

MDC072

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2023 Expiration Date: June 30, 2024

Susanne Crowe, MHA
Interim Chief Bureau of Public Health Laboratories
DH Form 1697, 7/04
NON-TRANSFERABLE E83018-95-07/01/2023
Supersedes all previously issued certificates

State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E84282

EUROFINS TAMPA
6712 BENJAMIN ROAD - SUITE 100
TAMPA, FL 33634

has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

MDC073

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - MICROBIOLOGY

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2023 Expiration Date: June 30, 2024

Susanne Crowe, MHA
Interim Chief Bureau of Public Health Laboratories
DH Form 1697, 7/04
NON-TRANSFERABLE E84282-72-07/01/2023
Supersedes all previously issued certificates

Attachment G

Advisory Committee Members

Jeffrey Tart
South Florida Regional Planning Council
Brownfield Grant Representative
1 Oakwood Blvd., Suite 250
Hollywood, FL 33020
(954) 924-3653
jtart@sfrpc.com

Carl Eldred
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Representative for Former Property Owner
106 E. College Ave., Suite 700
Tallahassee, FL 32301
(850) 354-7621
celdred@stearnsweaver.com

Carlos Peña Alzar
El Palacio de Los Jugos
Business Owner Adjacent to Brownfield Site
2038 NW 27th Ave.
Miami, FL 33142
(305) 636-0832

Attachment H

ATTACHMENT H - - FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS

1. One hard copy or one electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.

2. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.

3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.

4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.

5. The media shall include a file directory and specify the “naming convention”.
   (a) Final reports (any text files) must be in one of the approved formats.
   (b) Site maps and surveys shall be in TIFF, JPEG or “.pdf” format.
   (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
   (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
   (e) The left inside cover of the media should list all the files located on the media.

ATTACHMENT "D"

Instrument prepared by and returned to:

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this 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 **1960 NW 27TH AVE LLC**, a Florida limited liability company ("Company"), whose address is 2055 US Highway 1, Vero Beach, Florida 32960, their successors and assigns.

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

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

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years (it being understood that the Company is a not-for-profit organization and shall be entitled to apply for and receive all tax exemptions for which it is eligible) and the following restrictions (collectively the "deed restrictions"):

1. That the Property is being sold with a restriction requiring any dwelling units constructed at the Property to be for affordable housing as set forth in section 125.379, Florida Statutes ("Dwelling Units"). Such Dwelling Units shall be rented to extremely low-, very low-, low-, and moderate-income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income ("Qualified Household"). Notwithstanding the foregoing the Company shall set a minimum of ten percent (10%) of the Dwelling Units for extremely low-income households (at thirty percent (30%) of area median income), a minimum of fifteen percent (15%) of the Dwelling Units for low- to moderate-income households (at sixty percent (60%) to one hundred percent (100%) of area median income), and a minimum of twenty-five percent (25%) of the Dwelling Units as workforce housing (up to one hundred twenty percent (120%) of area median income).

Notwithstanding the foregoing, all of the Dwelling Units shall be affordable as defined by section 420.0004, Florida Statutes.

2. That the Property shall be developed within six (6) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy for each Dwelling Unit. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Company 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 as described in paragraph 9 below; 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 Company 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 six (6) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred, and that title has reverted to the County.

3. That the Company shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.

4. That the Property shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units.

5. That at least thirty (30) days prior to renting a Dwelling Unit to a Qualified Household described in paragraphs 1, the Company shall submit a report in the form attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department ("PHCD"), indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation. Within ten (10) days of its receipt of the form from the Company, PHCD shall either (a) confirm that the proposed renter is a Qualified Household and provide documentation of same or (b) object to the proposed rent on the grounds that the proposed renter is not a Qualified Household.

6. That the Company shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: (a) any such assignment to an affiliate owned or controlled by the Company, and (b) a transfer to a mortgagee pursuant to a mortgage that complies with paragraph 7 below.

7. That the Company shall pay real estate taxes and assessments on the Property or any part thereof when due. the Company 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 the Company may encumber the Property with:

a. Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by the Company (together, the "Improvements") as determined by an appraiser; and

b. Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements") as determined by an appraiser.

c. Any mortgage(s) in favor of any lender that may go into default, lis 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 mortgage or change in ownership and shall apply to the "successors heirs and assigns" of the Company.

8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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 the Company, stating the value of the Property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, (a) the Company ceases to exist prior to rental of the Dwelling Units to the Qualified Households (unless the Company's interest in the Property has been assigned, transferred, or conveyed pursuant to the terms of this Deed) or (b) any term of this Deed or deed restriction is not complied with, the Company shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Company fails to remedy such default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Company shall immediately deed such Property back to the County, and the

County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Company. The County retains such reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami- Dade County.

10. All conditions and deed restrictions set forth herein shall run with the land for a period of twenty (20) years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

11. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Company with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions and release of the County's reversionary interest related to the Property 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

By: _____
(Deputy Clerk Signature)
Print
Name: _____
_
Date:_____
_

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

By: _____
Chairperson or Vice-Chairperson

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

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

IN WITNESS WHEREOF, the representative of **1960 NW 27TH AVE LLC**, a Florida limited liability company (the "Company"), has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2024, and that by the execution of same, the Company represents that it has reviewed, approved and accepted the terms of this Amended and Restated Deed.

`

By:_____

WITNESS/ATTEST

Name:_____

Title:_____

By:_____

Print Name:_____

Address: _____

_____

By:_____

Print Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2024 by _____ as _____, on behalf of **1960 NW 27TH AVE LLC**, a Florida limited liability company, and s/he ☐ has produced _____ as identification or ☐ is personally known to me.

_____

Notary Public
State of Florida at Large
My Commission Expires:

LEGAL DESCRIPTION

Folio No. 01-3133-007-0040	RIVERDALE PARK A SUB PB 21-19 LOTS 13 TO 16 & PART ALLEY WLY OF ELY LINE LOT 13 PRODUCED S TO CANAL R/W & PORT OF ROAD LYG SWLY OF 20 ST PER OR 29757-1686

ATTACHMENT "E"

This Instrument Was Prepared By:
Terrence A. Smith, Esq.
Assistant County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:
Miami-Dade County
Public Housing and Community Development
701 NW 1st Court, Suite 1400
Miami, Florida 33136
Attention: Director

MIAMI-DADE COUNTY
RENTAL REGULATORY AGREEMENT

WHEREAS, pursuant to Resolution No. _____, adopted by the Miami-Dade County Board of County Commissioners (hereinafter the "**Board**"), on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), the Board approved a lease and development agreement between the County and **1960 NW 27TH AVE LLC**, a Florida limited liability company, and its permitted successors and assigns (hereinafter "**Developer**"), dated _____, 20____ (hereinafter the "**Lease**") on the property more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Lease requires, in part, that Developer shall cause the construction of a minimum of _____..( ) affordable housing residential units, which such rental units shall be rented to individuals and families whose incomes do not exceed 120% of area median income; and

WHEREAS, in connection with the County Deed, dated _____, 2024, and recorded on _____, 2024, in the Official Records Book at _____ Page _____ of the Public Records of Miami-Dade County, Florida, Developer agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement

NOW, THEREFORE, for and in consideration of Ten dollars ($10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged as of _____, 20____, Developer, whose address 2055 US Highway 1, Vero Beach, Florida 32960, its successors and assigns, and Miami-Dade County, a political subdivision of the State of Florida (the "**County**") having a principal address of 111 N.W. 1st Street, Miami, Florida

33128, through its Public Housing and Community Development Department (PHCD), or successor department, hereby agree as follows:

PROPERTY ADDRESS: **2750 NW 20 Street, Miami, Florida 33142**

LEGAL DESCRIPTION OF PROPERTY: The real property legally described and attached hereto in **Exhibit "A"** and located in Miami-Dade County (hereinafter referred to as the "**Property**").

Dwelling Units: **[_____ units** (the "**Units**")]

Rents: Rent shall mean rent plus utilities or the utility allowance, as described in this Agreement. Maximum Rents and maximum monthly allowances for utilities and services shall be established by PHCD. Allowances for utilities and services shall be updated annually by PHCD.

Utility Allowance: The County shall establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually.

The County may accept the following four (4) additional utility allowance methodologies upon written request from Developer:

1. HUD Utility Schedule Model
2. Multifamily Housing Utility Analysis
3. LIHTC Agency Estimate
4. Energy Consumption Model (Engineer Model)

Utilities generally include those required for water/sewer, electric, gas and trash.

Affordable: Rents, as defined herein.

WITNESSETH:

I. Developer agrees with respect to the Property for an "Affordability Period" which shall be the period beginning on the date of recordation of the first Certificate of Occupancy for the Project, as defined below, and ending on the date which is thirty (30) years, that:

(A) That all of the Units must have rents which are equal to or less than 30% of annual incomes for households at or below one hundred twenty percent (120%) of area median income ("**AMI**") adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates to be paid by the tenant for this property are indicated in **Exhibit "B"** attached hereto.

(B) This Agreement shall be a recorded restrictive covenant on the leasehold interest in the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the **"Project**"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner, and on the heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee or owner for the length of time that this Agreement shall be in force. Developer hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on Developer and its successors in interest, if any, for the period stated in the preamble above.

(C) The Units shall include the following amenities: [INSERT AMENITIES]

(D) Developer agrees that upon any violation of the provisions of this Agreement, the County, through its agent PHCD, may give written notice thereof to Developer, by registered mail, at the address stated in this Agreement, or such other address or addresses as may subsequently be designated by Developer in writing to PHCD, and in the event Developer does not cure such default (or take measures reasonably satisfactory to PHCD to cure such default), within thirty (30) days after the date of notice, or within such further time as PHCD may determine is necessary for correction, PHCD may, without further notice, declare a default under the Lease, and effective upon the date of such default, PHCD may apply to any court, County, State or Federal, for any specific performance of this Agreement; for an injunction against the violation of this Agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain. Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by any Leasehold Mortgagee or Mezzanine Financing Source as such terms are defined in the Lease, shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer. Copies of all notices which are sent to Developer under the terms of this Agreement shall also be sent to any Leasehold Mortgagee or Mezzanine Financing Source who shall have notified PHCD of its name, address and interest prior to such notice.

(E) Developer further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.

(F) Developer agrees that the Units shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "**HUD**").

(G) Developer agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one (1) year, (b) be renewed at the end of each term except for good cause or mutual agreement of Developer and residential tenant.

(H) Developer agrees to comply with all applicable laws and regulations, including but not to those certain regulations more fully described in **Exhibit "C"**, attached hereto and made a part hereof, or the most current versions of such rules, regulations, requirements and/or forms as adopted by the applicable governmental agency.

(I) Developer shall comply with the federal Violence Against Women Act, codified at 42 U.S.C. 13701-14040) ("**VAWA**") and the Final Rule adopted November 16, 2016, printed in Federal Register Vol. 81, No. 221, 80724-80824 (the "**VAWA Final Rule**"), which protect applicants, tenants, and program participants in federally funded programs (including HOME and Emergency Solutions Grant (ESG)) from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them regardless of sex, gender identity, or sexual orientation. Developer shall comply with the requirements set forth specifically in Attachments D and D1, and shall submit the report attached in Attachment D2 to PHCD as described in Attachment D.

PHCD and Developer agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if PHCD (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that PHCD (and HUD if applicable) determine is necessary to maintain continued financial viability of the Project.

Developer will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, PHCD will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

Pursuant to HUD regulations and to the extent the Project contains Section 8 units, the Project shall be eligible for rental adjustments in connection with Operating Cost Adjustment Factors ("**OCAF**"), such approval shall not be unreasonably withheld by PHCD.

III. Except as otherwise noted, all parties expressly acknowledge that PHCD shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs IV, V, VI and VII, hereof for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, Developer shall furnish PHCD with notification provided to tenants advising them of the increase.

IV. Occupancy Reports.

Developer shall, on an annual basis, furnish PHCD with an occupancy report, which provides the following information:

(A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:

1. Composition of each resident family,
2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
3. Income requirements,
4. Eligibility factors,
5. Demographic information to include racial and ethnic makeup of their tenants, and
6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by Developer to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.

(B) A list of all vacant apartments, as of the end date of the reporting period.

(C) The total number of vacancies that occurred during the reporting period.

(D) The total number of Units that were re-rented during the reporting period, stating family size and income.

(E) Developer shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

Pursuant to 42 U.S.C. § 12755, Developer shall maintain the Property in compliance with all applicable federal and local housing quality standards, receipt of which is acknowledged by Developer, including those contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "**Housing Standards**").

(A) PHCD shall annually inspect the Property, including all Dwelling Units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. Developer will be furnished a copy of the results of the inspection within thirty (30) days and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

(B) At other times, at the request of Developer or of any tenant, PHCD may inspect any unit for violations to the property standards of any applicable federal, state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and Developer will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.

(C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, Developer will submit the following documents to PHCD:

(A) Proposed form of resident application.

(B) Proposed form of occupancy agreement.

(C) Applicant screening and tenant selection policies.

(D) Maintenance and management plan which shall include the following information:

1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
3. A list of equipment to be provided in each dwelling unit.
4. A proposed schedule for replacement of dwelling equipment.
5. A list of tenant services, if any, to be provided to residents.

(E) At any time (monthly, quarterly, annually), Developer agrees that the County has the right to:

1. Evaluate and test the Waiting List Policies.
2. Pull records to review and assess any and all abnormalities relative to the demographic mix.
3. Ensure fair and equal access to the units were offered by Developer and its agents.

Developer agrees that the County has the right to refer eligible applicants for housing. Developer shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless Developer is able to demonstrate a good cause basis for denying the housing as determined by PHCD in its sole and absolute discretion.

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, Developer, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. Developer, its agents and/or representatives shall also provide the County with the contact information for Developer, its, agents and/or representatives.

VII. Affirmative Marketing Plan

(A) Developer shall forward to PHCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for PHCD's approval which incorporates the requirements of 24 C.F.R. § 92.351 to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:

1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
2. Developer shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.

(B) The Affirmative Marketing Program shall be submitted to PHCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

VIII. Financial Reports

(A) Annually, Developer shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "**Operating Statement**"). PHCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.

(B) Developer will create a reserve for maintenance to be funded $_____.00 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Developer and will be deemed satisfied by any deposits made by Developer in accordance with loan documents which contain a maintenance reserve requirement of at least $300 per unit per year.

IX. Action by or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

Public Housing and Community Development
701 N. W. 1 Court
14th Floor
Miami, Florida 33136
Attn: Director, Housing Development and Loan Administration Division

Copy to:

Miami-Dade County Attorney's Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128
Attn: Assistant County Attorney

or any of their successor agencies or departments.

X. Recourse:

In the event of a default by Developer under this Agreement, County shall have all remedies available to it at law and equity.

XI. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and HUD and their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County or HUD will make advances in the absence of strict compliance with any or all conditions of County or HUD and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County or HUD at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County or HUD make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by Developer of the Property or the absence therefrom of defects.

XII. Conflict with Other County Rental Regulatory Agreements:

Where the terms, conditions and obligations set forth in this Rental Regulatory Agreement conflict with another Rental Regulatory Agreement on the Property executed between Developer and the County, the terms, conditions and obligations set forth in this Agreement shall prevail.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, County and Developer have caused this Agreement to be executed on the date first above written.

DEVELOPER:

1960 NW 27TH AVE LLC, a Florida limited liability company
By:_____
Name:
Title:

STATE OF FLORIDA)
) :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this __ day of _____, 20___ by _____, as _____of **1960 NW 27TH AVE LLC**, a Florida limited liability company on behalf of the company., is [ ] personally known to me or [ ] has produced identification.

NOTARY SEAL:

_____
NOTARY PUBLIC
Print Name:_____
Commission No._____
My Commission Expires:_____

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: Cathy Burgos
Title: Chief Community Services Officer

ATTEST:

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Terrence A. Smith
Assistant County Attorney

Rental Regulatory Agreement

EXHIBIT A
LEGAL DESCRIPTION

Folio No. 01-3133-007-0040	RIVERDALE PARK A SUB PB 21-19 LOTS 13 TO 16 & PART ALLEY WLY OF ELY LINE LOT 13 PRODUCED S TO CANAL R/W & PORT OF ROAD LYG SWLY OF 20 ST PER OR 29757-1686

EXHIBIT B

Maximum Initial Approved Rental Rates*

Number of Units	Type	Set Aside AMI %	Gross Rent	Utility	Net Rent

At the discretion of the County, up to eighty percent (80%) of the rental units may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based, based upon adopted County policies uniformly applied. Developer shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by Developer and submitted to the County.

In the event an apartment is occupied by a participant of the Section 8 Voucher Program and the applicable Section 8 office permits rents higher than the levels outlined above, the rents may be as allowed by the Section 8 office, provided that the resident's portion of the rent does not exceed the above Net Rent Limits.

NOTE: the above Net Rents exclude resident options such as cable TV, washers/dryers and/or security alarm systems. If provided, these options would be at an extra charge to the residents.

NOTE: LOAN DOCUMENT INFORMATION TO BE PROVIDED FOLLOWING RECORDING OF MORTGAGE

Mortgage Document No:_____ Date Recorded:_____

Book Number:_____ Page Number:_____

County: MIAMI-DADE
State: FLORIDA