

MEMORANDUM

Agenda Item No. 11(A)(6)

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

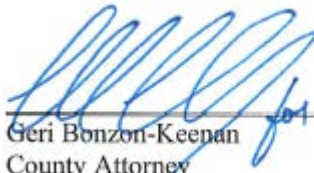
DATE: October 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution amending Resolution No. R-351-19 to authorize the County Mayor to submit to the United States Department of Housing and Urban Development (HUD) an amendment to the County's application for the disposition of certain County-owned properties (County properties), which are located within the Opa-Locka/Biscayne Plaza public housing development, to authorize the County to convey such properties to ProMetropolis Housing, LLC, a Florida limited liability company (ProMetropolis) for the purpose of developing such County properties with either affordable homeownership or rental units to be sold or rented to very low-, low- or moderate-income households in accordance with section 125.379(2), Florida Statutes; authorizing the County Mayor to execute amendments to annual contributions contracts, if required, execute any agreements, releases from declaration(s) of trust, and any other documents on behalf of the County that may be required by HUD, and exercise amendments, modifications, cancellation, and termination clauses contained therein; authorizing conveyance, in accordance with section 125.379, Florida Statutes, of the County properties to ProMetropolis, at a price of \$10.00, for the purpose set forth herein; authorizing the Chairperson of the Board to execute a County Deed, and the County Mayor to take all action necessary to enforce the provisions set forth therein; requiring a report subject to certain conditions; authorizing the County Mayor to execute a Rental Regulatory Agreement; and waiving Resolution No. R-407-19, and Implementing Order No. 8-4 regarding guidelines and procedures for sale, lease and conveyance of County real property

Resolution No. R-951-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.


Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM (Revised)

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

DATE: October 16, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(6)
10-16-24

RESOLUTION NO. R-951-24

RESOLUTION AMENDING RESOLUTION NO. R-351-19 TO AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AN AMENDMENT TO THE COUNTY'S APPLICATION FOR THE DISPOSITION OF CERTAIN COUNTY-OWNED PROPERTIES (COUNTY PROPERTIES), WHICH ARE LOCATED WITHIN THE OPA-LOCKA/BISCAYNE PLAZA PUBLIC HOUSING DEVELOPMENT, TO AUTHORIZE THE COUNTY TO CONVEY SUCH PROPERTIES TO PROMETROPOLIS HOUSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY (PROMETROPOLIS) FOR THE PURPOSE OF DEVELOPING SUCH COUNTY PROPERTIES WITH EITHER AFFORDABLE HOMEOWNERSHIP OR RENTAL UNITS TO BE SOLD OR RENTED TO VERY LOW-, LOW- OR MODERATE-INCOME HOUSEHOLDS IN ACCORDANCE WITH SECTION 125.379(2), FLORIDA STATUTES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTIONS CONTRACTS, IF REQUIRED, EXECUTE ANY AGREEMENTS, RELEASES FROM DECLARATION(S) OF TRUST, AND ANY OTHER DOCUMENTS ON BEHALF OF THE COUNTY THAT MAY BE REQUIRED BY HUD, AND EXERCISE AMENDMENTS, MODIFICATIONS, CANCELLATION, AND TERMINATION CLAUSES CONTAINED THEREIN; AUTHORIZING CONVEYANCE, IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, OF THE COUNTY PROPERTIES TO PROMETROPOLIS, AT A PRICE OF \$10.00, FOR THE PURPOSE SET FORTH HEREIN; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED, AND THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH THEREIN; REQUIRING A REPORT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A RENTAL REGULATORY AGREEMENT; AND WAIVING RESOLUTION NO. R-407-19, AND IMPLEMENTING ORDER NO. 8-4 REGARDING GUIDELINES AND PROCEDURES FOR SALE, LEASE AND CONVEYANCE OF COUNTY REAL PROPERTY

WHEREAS, on April 9, 2019, this Board adopted Resolution No. R-351-19, which authorized the County Mayor or County Mayor's designee to submit to the United States Department of Housing and Urban Development ("HUD") an amendment to the County's previously approved disposition application for certain County-owned vacant properties ("Former Public Housing Properties") which were formerly the location of the Opa-Locka/Biscayne Plaza public housing development (FL005074) and located in the Magnolia North area of the City of Opa-Locka; and

WHEREAS, Resolution No. R-351-19 also declared the Former Public Housing Properties as surplus, after a public hearing, revised the Affordable Housing Inventory List to include the Former Public Housing Properties in accordance with section 125.379(1), Florida Statutes, and authorized the conveyance of Former Public Housing Properties, including specifically properties bearing the Folio Numbers 08-2122-003-0340, 08-2122-003-0350, 08-2122-003-0290, and 08-2122-003-0300 ("County Properties"), to Cazo Construction Corporation, a Florida for profit corporation ("Cazo"), for the purpose of developing the Former Public Housing Properties with single-family homes and/or multi-family rental units to be sold or rented to very low-, low- or moderate-income households in accordance with the Infill Housing Program and/or the Surtax Program; and

WHEREAS, the County Properties are more fully described in Attachments "A," "B", "C" and "D" attached hereto and incorporated herein by reference; and

WHEREAS, the conveyance of the County Properties was and remains subject to HUD's approval; and

WHEREAS, HUD previously approved the County's request to amend the disposition and the County Properties on the condition that such properties be conveyed to Cazo; and

WHEREAS, after being conveyed to Cazo, the County Properties, along with several other properties, reverted to the County on September 27, 2023, as shown by a Notice of Reverter, which was recorded in Official Record Book 33903 Pages 4703-4705 of the Public Records of Miami-Dade County on September 28, 2023; and

WHEREAS, on June 3, 2024, ProMetropolis Housing Development, LLC, a Florida limited liability company (“ProMetropolis”), submitted a request to the County Commissioner of District 1, a copy of which is attached hereto as Attachment “E” and incorporated herein by reference, requesting that the County convey the County Properties to ProMetropolis for use as affordable housing; and

WHEREAS, in light of the urgent and immediate need to build affordable homes for sale or rent, expedite the HUD process described herein, and to ensure that the County Properties, which have long since been vacant and undeveloped, can be developed as soon as possible, this Board wishes to waive Resolution No. R-407-19 requiring public notice to be posted no less than four weeks prior to Board consideration and Implementing Order 8-4 that requires certain procedures and prerequisites for conveying property; 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 Properties to ProMetropolis for affordable housing purposes, subject to the following conditions: (i) the County obtains HUD’s approval to dispose of the County Properties to ProMetropolis; (ii) ProMetropolis develops the County Properties within two years of the recording of the County Deed with affordable housing to be sold or rented to qualified households whose incomes do not exceed 120 percent of area median income in accordance with section 125.379, Florida Statutes, and (iii) the conveyance of the County Properties is subject to the County’s reversionary interests,

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

Section 1. The foregoing recitations are incorporated in the body of this resolution by reference and are approved.

Section 2. This Board amends Resolution No. R-351-19 to authorize the County Mayor or County Mayor's designee to submit to HUD an amendment to the County's previously approved disposition application related to four County-owned properties (Folio Nos. 08-2122-003-0340, 08-2122-003-0350, 08-2122-003-0290, and 08-2122-003-0300) ("County Properties") to authorize the County to convey such properties to ProMetropolis Housing LLC, a Florida limited liability company ("ProMetropolis"), for the purpose described in section 3 of this resolution. This Board further authorizes the County Mayor or County Mayor's designee to execute amendments to annual contributions contracts, if required; to execute any agreements, releases from declaration(s) of trust, and any other documents on behalf of the County that may be required by HUD, and to exercise amendments, modifications, cancellation, and termination clauses contained therein. In the event HUD denies the County's request to amend the disposition application or otherwise does not approve the conveyance of the County Properties to ProMetropolis, then this Board directs the County Mayor or County Mayor's designee to submit a report to this Board within 30 days of such denial. The report shall detail the reasons for the denial. Pursuant to rule 5.06(j) of the Board's Rules of Procedure, the completed report shall be placed on an agenda of the full Board without committee review.

Section 3. Subject to HUD's approval, this Board hereby authorizes the conveyance of the County Properties to ProMetropolis, for the purpose of developing the such properties with affordable housing to be sold or rented to very low-, low- or moderate-income households whose incomes shall not exceed 120 percent of area median income as required by section 125.379, Florida Statutes.

Section 4. Pursuant to section 125.411, Florida Statutes, and subject to HUD's approval, this Board authorizes the Chairperson or Vice-Chairperson of the Board to take all actions necessary to effectuate the conveyance of the County Properties, including the execution of the County Deed, in substantially the form attached hereto and made a part hereof as Attachment "F".

Section 5. This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the County Deed, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including, but not limited to, title searches and environmental reviews. In the event the County Mayor or the 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 Record 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 ProMetropolis, after conducting all due diligence, including but not limited to title searches and environmental reviews, a deed(s) which conveys the some or all of the County Properties back to the County in the event ProMetropolis is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed(s) from ProMetropolis, the County Mayor or the County Mayor's designee shall record such deed(s) in the Public Records of

Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the two years to complete the homes and/or the multi-family units shall be subject to this Board's approval.

Section 6. In the event ProMetropolis develops the County Properties with affordable rental housing, 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 Attachment "G" 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 420.004, 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 7. This Board directs the County Mayor or the County Mayor's designee to (i) ensure that proper signage is placed on the property identifying the County's name and the name of the district commissioner; (ii) provide copies of the recorded County Deed and the restrictive covenants required by the County Deed to the Property Appraiser; and (iii) appoint staff to monitor compliance with the terms of the conveyance.

Section 8. This Board waives the requirement of Resolution No R-407-19 that the public notice be posted no less than four weeks prior to Board consideration and Implementing Order 8-4 requiring certain procedures and prerequisites for conveying property.

Section 9. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the County Deed, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows

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

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of October, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Shannon D. Summerset-Williams
Terrence A. Smith



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On: 08/20/2024

PROPERTY INFORMATION	
Folio	08-2122-003-0340
Property Address	2071 LINCOLN AVE OPA-LOCKA, FL 33054-2854
Owner	MIAMI-DADE COUNTY, PUBLIC HOUSING AND COMMUNITY, DEVELOPMENT DEPT
Mailing Address	701 NW 1ST COURT, 16TH FLOOR MIAMI, FL 33136
Primary Zone	5700 DUPLEXES - 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	4,800 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$120,000	\$93,600	\$76,800
Building Value	\$0	\$0	\$0
Extra Feature Value	\$1,156	\$1,170	\$1,183
Market Value	\$121,156	\$94,770	\$77,983
Assessed Value	\$121,156	\$65,335	\$59,396

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		\$29,435	\$18,587
County	Exemption	\$121,156		
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$121,156	\$0	\$0
Taxable Value	\$0	\$65,335	\$59,396
SCHOOL BOARD			
Exemption Value	\$121,156	\$0	\$0
Taxable Value	\$0	\$94,770	\$77,983
CITY			
Exemption Value	\$121,156	\$0	\$0
Taxable Value	\$0	\$65,335	\$59,396
REGIONAL			
Exemption Value	\$121,156	\$0	\$0
Taxable Value	\$0	\$65,335	\$59,396

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: 08/20/2024

Property Information

Folio: 08-2122-003-0340

Property Address: 2071 LINCOLN AVE

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	4,800.00	\$120,000
EXTRA FEATURES					
Description			Year Built	Units	Calc Value
Aluminum Modular Fence			2006	40	\$1,156

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0340

Property Address: 2071 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	4,800.00	\$93,600
EXTRA FEATURES					
Description			Year Built	Units	Calc Value
Aluminum Modular Fence			2006	40	\$1,170

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Property Information

Folio: 08-2122-003-0340

Property Address: 2071 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	4,800.00	\$76,800
EXTRA FEATURES					
Description			Year Built	Units	Calc Value
Aluminum Modular Fence			2006	40	\$1,183

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OFFICE OF THE PROPERTY APPRAISER

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Property Information

Folio: 08-2122-003-0340

Property Address: 2071 LINCOLN AVE

FULL LEGAL DESCRIPTION

22 52 41
MAGNOLIA SUB PB 40-80
LOTS 29 & 30 BLK 4
LOT SIZE 50.000 X 96
OR 10739-1825 1079 4

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/27/2023	\$0	33903-4703	Federal, state or local government agency
07/29/2020	\$0	32028-1234	Federal, state or local government agency
07/12/2013	\$0	28721-4336	Corrective, tax or QCD; min consideration
02/11/2010	\$0	27211-1056	Federal, state or local government agency

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OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On: 08/20/2024

PROPERTY INFORMATION	
Folio	08-2122-003-0350
Property Address	2081 LINCOLN AVE OPA-LOCKA, FL 33054-2854
Owner	MIAMI-DADE COUNTY, PUBLIC HOUSING AND COMMUNITY, DEVELOPMENT DEPT
Mailing Address	701 NW 1ST COURT, 16TH FLOOR MIAMI, FL 33136
Primary Zone	5700 DUPLEXES - 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	12,480 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$218,500	\$170,430	\$139,840
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$218,500	\$170,430	\$139,840
Assessed Value	\$218,500	\$116,329	\$105,754

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		\$54,101	\$34,086
County	Exemption	\$218,500		
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$218,500	\$0	\$0
Taxable Value	\$0	\$116,329	\$105,754
SCHOOL BOARD			
Exemption Value	\$218,500	\$0	\$0
Taxable Value	\$0	\$170,430	\$139,840
CITY			
Exemption Value	\$218,500	\$0	\$0
Taxable Value	\$0	\$116,329	\$105,754
REGIONAL			
Exemption Value	\$218,500	\$0	\$0
Taxable Value	\$0	\$116,329	\$105,754

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Property Information

Folio: 08-2122-003-0350

Property Address: 2081 LINCOLN AVE

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	5,000.00	\$125,000
GENERAL	R-2	5700	Square Ft.	7,480.00	\$93,500

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Property Information

Folio: 08-2122-003-0350

Property Address: 2081 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	5,000.00	\$97,500
GENERAL	R-2	5700	Square Ft.	7,480.00	\$72,930

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Property Information

Folio: 08-2122-003-0350

Property Address: 2081 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	5,000.00	\$80,000
GENERAL	R-2	5700	Square Ft.	7,480.00	\$59,840

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0350

Property Address: 2081 LINCOLN AVE

FULL LEGAL DESCRIPTION

22 52 41

MAGNOLIA SUB PB 40-80

LOTS 31 TO 35 INC BLK 4

LOT SIZE 130.000 X 96

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/27/2023	\$0	33903-4703	Federal, state or local government agency
07/29/2020	\$0	32028-1234	Federal, state or local government agency
07/12/2013	\$0	28721-4336	Corrective, tax or QCD; min consideration
02/11/2010	\$0	27211-1056	Federal, state or local government agency

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OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On: 08/20/2024

PROPERTY INFORMATION	
Folio	08-2122-003-0290
Property Address	2041 LINCOLN AVE OPA-LOCKA, FL 33054-2854
Owner	MIAMI-DADE COUNTY, PUBLIC HOUSING AND COMMUNITY, DEVELOPMENT DEPT
Mailing Address	701 NW 1ST COURT, 16TH FLOOR MIAMI, FL 33136
Primary Zone	5700 DUPLEXES - 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	2,400 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$60,000	\$46,800	\$38,400
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$60,000	\$46,800	\$38,400
Assessed Value	\$60,000	\$31,944	\$29,040

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		\$14,856	\$9,360
County	Exemption	\$60,000		
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$31,944	\$29,040
SCHOOL BOARD			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$46,800	\$38,400
CITY			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$31,944	\$29,040
REGIONAL			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$31,944	\$29,040

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: 08/20/2024

Property Information

Folio: 08-2122-003-0290

Property Address: 2041 LINCOLN AVE

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	2,400.00	\$60,000

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0290

Property Address: 2041 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	2,400.00	\$46,800

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0290

Property Address: 2041 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	2,400.00	\$38,400

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0290

Property Address: 2041 LINCOLN AVE

FULL LEGAL DESCRIPTION

MAGNOLIA SUB PB 40-80

PARC 02-01-02 AKALOT 23 BLK 4

LOT SIZE 25.00 X 96

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/27/2023	\$0	33903-4703	Federal, state or local government agency
07/29/2020	\$0	32028-1234	Federal, state or local government agency
07/12/2013	\$0	28721-4336	Corrective, tax or QCD; min consideration
02/11/2010	\$0	27211-1056	Federal, state or local government agency

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OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On: 08/20/2024

PROPERTY INFORMATION	
Folio	08-2122-003-0300
Property Address	2041 LINCOLN AVE OPA-LOCKA, FL 33054-0000
Owner	MIAMI-DADE COUNTY, PUBLIC HOUSING AND COMMUNITY, DEVELOPMENT DEPT
Mailing Address	701 NW 1ST COURT, 16TH FLOOR MIAMI, FL 33136
Primary Zone	5700 DUPLEXES - 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	2,400 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$60,000	\$46,800	\$38,400
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$60,000	\$46,800	\$38,400
Assessed Value	\$60,000	\$31,944	\$29,040

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		\$14,856	\$9,360
County	Exemption	\$60,000		
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$31,944	\$29,040
SCHOOL BOARD			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$46,800	\$38,400
CITY			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$31,944	\$29,040
REGIONAL			
Exemption Value	\$60,000	\$0	\$0
Taxable Value	\$0	\$31,944	\$29,040

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0300

Property Address: 2041 LINCOLN AVE

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	2,400.00	\$60,000

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0300

Property Address: 2041 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	2,400.00	\$46,800

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0300

Property Address: 2041 LINCOLN AVE

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-2	5700	Square Ft.	2,400.00	\$38,400

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 08/20/2024

Property Information

Folio: 08-2122-003-0300

Property Address: 2041 LINCOLN AVE

FULL LEGAL DESCRIPTION

MAGNOLIA SUB PB 40-80

LOT 24 BLK 4

LOT SIZE 25.000 X 96

OR 11731-1571 0383 3

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/27/2023	\$0	33903-4703	Federal, state or local government agency
07/29/2020	\$0	32028-1234	Federal, state or local government agency
07/12/2013	\$0	28721-4336	Corrective, tax or QCD; min consideration
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ProMetropolis Housing Development

June 03, 2024

The Honorable Chairmen Oliver Gilbert III
Akeem Brutus, Chief of Staff
17988 NW 27th Ave
Miami Gardens, Florida 33056

Dear Chairmen Oliver Gilbert III

This is a request for (3) properties in your district, to build a combination of new homes and affordable rental dwellings. Our mission is to foster new homeownership opportunities for first-time, low to moderate income home buyers, military veterans and provide affordable rental units for families of low to moderate income. Additionally, we would like to provide Assisted Living Facility services (ALF). As a current member of the United States Armed forces, I find it particularly important to include our veterans who served our great nation with honor, in the endless opportunities that Miami-Dade County has to offer.

ProMetropolis Housing Development, LLC has extensive residential development experience rehabbing and leasing residential properties, providing affordable housing in the underserved neighborhoods in Miami-Dade County.

All eligible first-time homebuyers will be guided through Miami-Dade County's Department of Public Housing and Community Development (PHCD) first time homebuyers mortgage assistance programs, salute our Soldiers military loan programs, and the Miami-Dade County Economic Advocacy Trust (MDEAT) Homeownership Assistance Program (HAP), providing down payment and closing cost assistance to first time homebuyers.

We thank you for your kind consideration and support and look forward to providing first-time home ownership and rental opportunities to residents in district 1.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'E. Jeanty'.

Emmanuel Jeanty
ProMetropolis Housing Development LLC
Attachments:
Proposal Letter Folios (3)
Developer Experience
Financials (Bank Statements)
Rendering
Architects Resume

Folio Number

Address

08-2122-003-0350	2081 Lincoln Ave
08-2122-003-0340	2071 Lincoln Ave
08-2122-003-0300	2041 Lincoln Ave (Same Lot)
08-2122-003-0290	2041 Lincoln Ave (Same Lot)



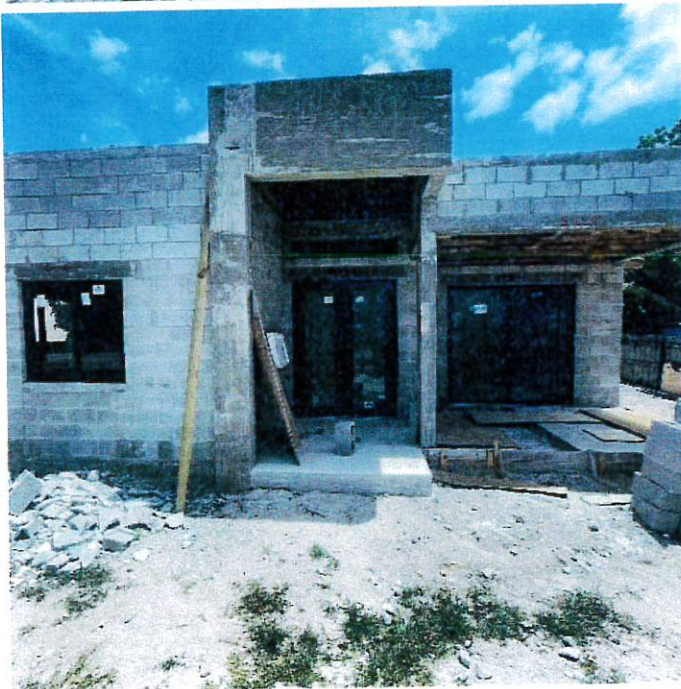
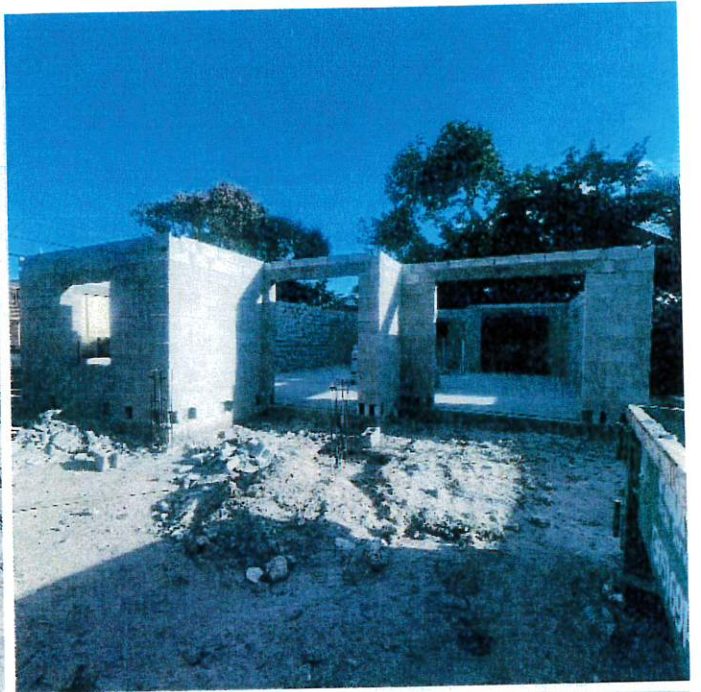
MDC033



MDC034

Photo Collage





PALMUN ASSOCIATES

Lisa B. Palley

*Law Building
1497 Northwest 7th Street
Miami, Florida 33125
Tel: 305-642-0592
Fax: 305-541-7647*

June 28, 2024

To: Miami-Dade County Department
of Public Housing and Community Development

To Whom it May Concern:

Please be advised that Emmanuel Jeanty, owner of ProMetropolis Housing Development LLC, has a line of credit with Palmun Associates and Provincial Investments for \$1,000,000.00 to develop Lincoln Ave Project: 2081 Lincoln Ave, 2071 Lincoln Ave and 2041 Lincoln Ave.

The funds are available through June 2026.

Regards,

Lisa B. Palley
General Manager
Palmun Associates

Lisa B. Palley
President
Provincial Investments, Inc.



First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131



IM
326

000001238 FCBTSTM5060124343885 01 000000 000190 004

PALMUN ASSOCIATES
1497 NW 7TH ST
MIAMI FL 33125-3640



Your Account(s) At A Glance	
Checking Balance	640,506.70+

MAY 2024

Statement Period: May 1, 2024 Thru May 31, 2024

Account Number: 009063668703



Basic Business Checking

Account Number: 009063668703

Enclosures In Statement: 0

Beginning Balance	773,134.66+	Statement Period Days	31
3 Deposits	118,768.13+	Average Ledger Balance	648,113.00+
0 Other Credits	0.00		
22 Checks	251,240.02-		
1 Other Debits	156.07-		
Monthly Service Charge	0.00		
Ending Balance	640,506.70+		

Deposits To Your Account

Date	Amount	Date	Amount
05-06	8,736.34	05-16	100,162.59
		05-22	9,869.20

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
20976	05-14	30,000.00	21006	05-14	8.50	21015	05-17	100.00
20979*	05-22	5.00	21007	05-13	216.55	21016	05-22	365.00
20993*	05-14	100.00	21009*	05-03	105,000.00	21017	05-17	365.00
20997*	05-02	473.50	21010	05-09	162.40	21021*	05-29	981.66
20999*	05-09	100.00	21011	05-09	39.49	21022	05-29	981.66
21003*	05-06	365.00	21012	05-06	30,000.00	21023	05-20	51,000.00
21004	05-02	173.71	21013	05-07	30,000.00			
21005	05-01	72.55	21014	05-16	730.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
05-02	Fla Dept Revenue C01 ****7976	156.07
Total		156.07



Direct Customer Inquiry Calls To
Personal 1-888-323-4732
Business 1-866-322-4249



Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

ZE
326

000004759 FCBTZE060124343956 01 000000 064867 002

PROVINCIAL INVESTMENTS INC
1497 NW 7TH ST
MIAMI FL 33125-3640

MAY 2024

Your Account(s) At A Glance	
Chequing Balance	557,234.16+

Statement Period: May 1, 2024 Thru May 31, 2024

Account Number: 009064125217



Basic Business Checking
Account Number: 009064125217

Enclosures In Statement: 0

Beginning Balance	460,149.90+	Statement Period Days	31
3 Deposits	155,615.37+	Average Ledger Balance	534,090.00+
1 Other Credits	31,037.71+		
16 Checks	87,131.32-		
9 Other Debits	2,437.50-		
Monthly Service Charge	0.00		
Ending Balance	557,234.16+		

Deposits To Your Account

Date	Amount	Date	Amount
05-06	25,378.83	05-14	18,950.25
		05-22	111,286.29

Other Credits To Your Account

Date	Description	Amount
05-15	Wire Transfer Ref Number = 003431	31,037.71
		31,037.71

Total

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1346	05-01	12.83	1352	05-17	59.22	1361	05-31	2,018.33
1347	05-01	542.18	1353	05-21	10.00	1362	05-28	15.57
1348	05-08	2,030.16	1356*	05-14	69.99	1363	05-30	71,016.50
1349	05-06	23.79	1358*	05-28	5,000.00	1364	05-28	600.00
1350	05-07	172.60	1359	05-20	5,184.23			
1351	05-17	360.35	1360	05-20	15.57			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
05-01	Charge Back - Insufficient Funds	500.00
05-01	Chargeback Fee	10.00
05-09	Charge Back - Insufficient Funds	700.00
05-09	Chargeback Fee	10.00
05-15	Wire Transfer Fee	16.00



Direct Customer Inquiry Calls To
Personal 1-888-323-4732
Business 1-866-322-4249

Statement Period: May 1, 2024 Thru May 31, 2024

Account Number: 009064125217

Other Debits From Your Account

Date	Description	Amount
05-24	Charge Back - Insufficient Funds	1,170.00
05-24	Chargeback Fee	10.00
05-31	Digital Banking Fees	15.00
05-31	Paper Statement Fee	6.50
Total		2,437.50

Daily Balance Summary

Date	Balance	Date	Balance
05-01	459,084.89+	05-14	500,407.43+
05-06	484,439.93+	05-15	531,429.14+
05-07	484,267.33+	05-17	531,009.57+
05-08	482,237.17+	05-20	525,809.77+
05-09	481,527.17+	05-21	525,799.77+
		05-22	637,086.06+
		05-24	635,906.06+
		05-28	630,290.49+
		05-30	559,273.99+
		05-31	557,234.16+

Statement Period: May 1, 2024 Thru May 31, 2024

Account Number: 009063668703

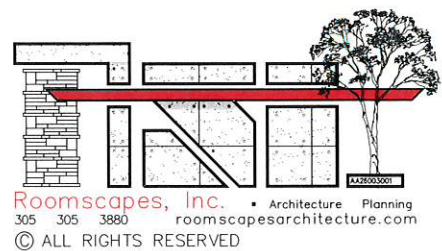
Daily Balance Summary

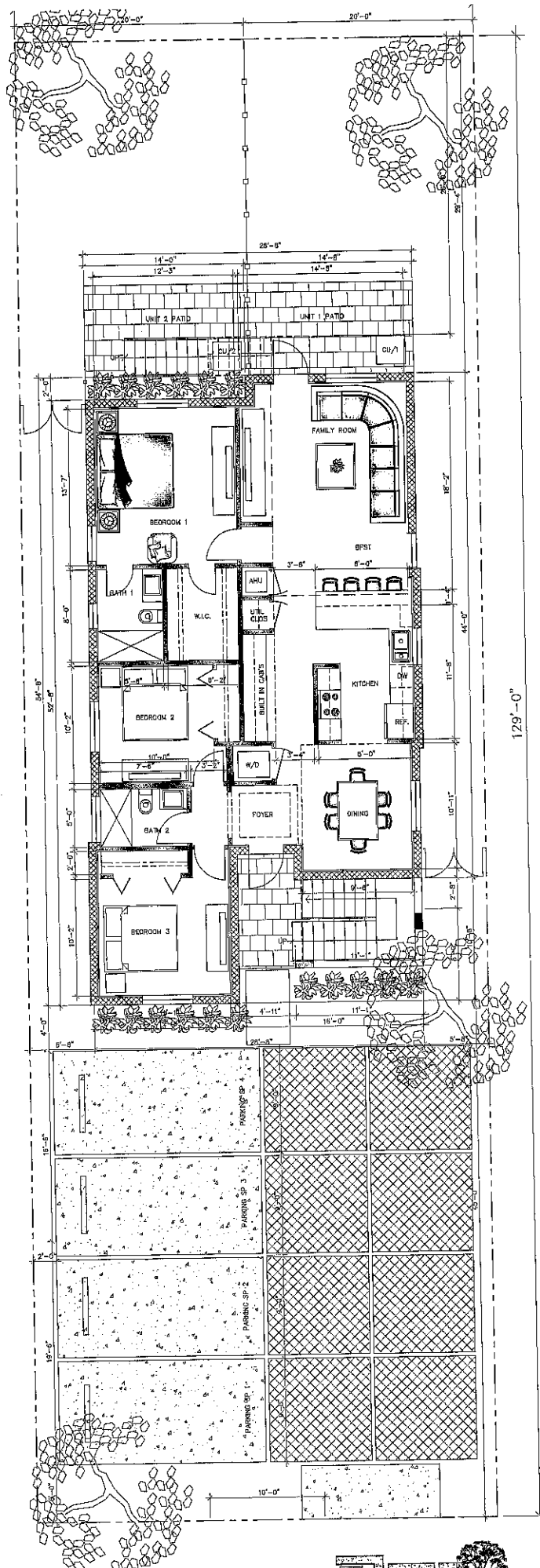
Date	Balance	Date	Balance	Date	Balance
05-01	773,062.11+	05-09	615,328.28+	05-20	632,970.82+
05-02	772,258.83+	05-13	615,111.73+	05-22	642,470.02+
05-03	667,258.83+	05-14	585,003.23+	05-29	640,506.70+
05-06	645,630.17+	05-16	684,435.82+		
05-07	615,630.17+	05-17	683,970.82+		

Renderings for opa Locka

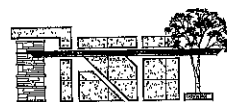


PROMETROPOLIS HOUSING DEV.
RU-2 6/28/24
FRONT ELEVATION





PROMETROPOLIS HSG. DEV.
 RU-2 6/28/24
 4 288 SEE IN IT



MDC043

Roomscapes, Inc.

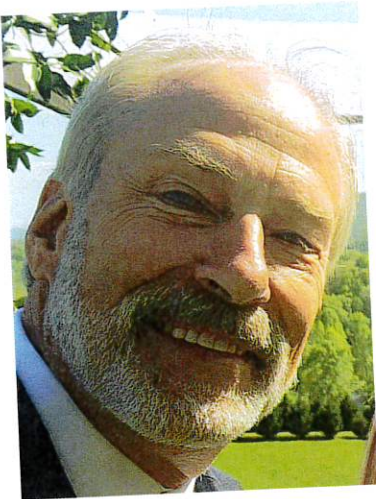
9641 SW 100 Avenue ■ Miami, Florida 33176 ■ (305) 305-3880 ■ lurias@comcast.net ■ AR 26003001

STEVEN ROSS LURIA, ARCHITECT SINCE 1984 – FL LIC. AR0017359

AFFORDABLE HOUSING ARCHITECTURAL EXPERTISE IN SOUTH FLORIDA SINCE 1993:

- 15 YEARS BUILDING AFFORDABLE HOUSING WITH NON-PROFIT ORGANIZATION IN SOUTH FLORIDA – RENOVATED AND BUILT OVER 300 HOMES, CONDOS AND APARTMENTS
- **COMPLETED AFFORDABLE HOUSING PROJECTS FOR:**
 - CITY OF MIAMI
 - MIAMI DADE COUNTY
 - BROWARD COUNTY
 - CITY OF HOMESTEAD
 - CITY OF DANIA BEACH
 - CITY OF SOUTH MIAMI
 - CITY OF OPA LOCKA
 - CITY OF NORTH MIAMI
- **AFFORDABLE HOUSING PROJECTS COMPLETED:**

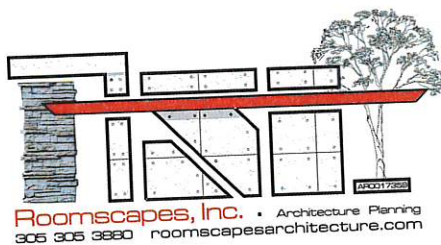
2008-2024	OVER 50 SINGLE FAMILY AFFORDABLE HOMES DESIGNED FOR CITY OF MIAMI AND MIAMI DADE COUNTY (PALMETTO HOMES & MDAHf)
2019	DESIGNED 6 UNIT TOWNHOUSE FOR CITY OF OPA LOCKA
2019	DESIGNED TWO DUPLEX TOWNHOUSES IN OPA LOCKA – G.C. PALMETTO HOMES OF MIAMI
2018	DESIGNED 10 AFFORDABLE HOMES FOR CITY OF DANIA BEACH CRA AND FUNDED MDAHf
1993–2007	RENOVATED AND BUILT OVER 300 HOMES REMODELED THE HAMLETS 30 AFFORDABLE TOWNHOMES IN LIBERTY CITY (DESIGN/BUILD)
2012	DESIGNED 5 AFFORDABLE GREEN HOMES USING ICF AND CONCRETE CONSTRUCTION FOR THE CITY OF SOUTH MIAMI (BUILT BY PALMETTO HOMES OF MIAMI AND FUNDED BY MDAHf)
2008	FIRST AFFORDABLE GREEN HOUSE (WITH PALMETTO HOMES OF MIAMI & MIAMI DADE HOUSING FINANCE AUTHORITY)



STEVEN ROSS LURIA, ARCHITECT







STEVEN LURIA, RA 305-305-3880

ATTACHMENT “F”

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

Folio No: See Exhibit “A” attached.

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 **PROMETROPOLIS HOUSING DEVELOPMENT, LLC**, a Florida limited liability company, (“ProMetropolis”), whose address is 4952 NW 7th Avenue, Miami, Florida 33127, or its successors and assigns.

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

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

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

1. That if the Properties are developed with single-family or multi-family affordable homes for sale, ProMetropolis shall be required to comply with the requirements of section 125.379, Florida Statutes. Further, ProMetropolis shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental housing in accordance with section 125.379, Florida Statutes, and such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose

incomes do not exceed 120% of area median income.

3. That ProMetropolis shall connect the Dwelling Units to a sewer line and shall construct any infrastructure necessary for such connection to sewer. Septic tanks shall not be a permissible use with respect to any use or development on the Properties.
4. That at financial closing if ProMetropolis shall cause the Properties to be developed with affordable or workforce rental housing, then ProMetropolis shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
5. That the Properties shall be developed within two years of the recording of this County Deed, as evidenced by the issuance of a final Certificate of Occupancy. ProMetropolis shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. Notwithstanding the foregoing restriction contained in this paragraph 5, 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 ProMetropolis must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which ProMetropolis must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
6. That if the Properties are developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Properties shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale in accordance with Ordinance No. 21-80. In the event ProMetropolis fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and ProMetropolis, upon written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the

option of the County, as set forth this County Deed, and by such reverter to the County, ProMetropolis shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

7. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), ProMetropolis shall comply with the requirements set forth in Resolution No. R-1416-08, including, but not limited to, providing former Scott/Carver residents the right of first refusal on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for ProMetropolis to notify these residents of the availability of homeownership opportunities.
8. That ProMetropolis shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
9. That ProMetropolis shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from ProMetropolis to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

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

10. That ProMetropolis shall pay real estate taxes and assessments on the Properties or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. ProMetropolis shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, and in the event that any such lien does attach, such lien shall remain the responsibility of ProMetropolis in the event of a reversion of the Properties, provided, however, that ProMetropolis may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 11 and 12 herein:

- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in paragraph 11 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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

- 11. That ProMetropolis shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of paragraph 10 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, ProMetropolis must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
- 12. That prior to placing any mortgage on the Properties, ProMetropolis shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by paragraph 10 above, to evidence that such mortgage does not exceed the cost of construction.
- 13. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any

successors or assigns of ProMetropolis, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 17 below.

14. In the event that ProMetropolis mortgages the Properties without compliance with paragraphs 10 through 14 herein, then such mortgage shall of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
15. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraphs 1 and/or 2 herein by ProMetropolis, or if ProMetropolis fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 5 herein, or if ProMetropolis ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, ProMetropolis shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If ProMetropolis fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to ProMetropolis of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, ProMetropolis shall immediately deed such properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter,, regardless of whether ProMetropolis provides a deed back to the County for such properties.
16. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.
17. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish ProMetropolis with an appropriate instrument acknowledging satisfaction with all Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.
18. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____

(Deputy Clerk Signature)

Print Name: _____

Date: _____

By: _____

Chairperson or Vice-Chairperson

Approved for legal sufficiency:

By: _____

Shannon D. Summerset-Williams
Assistant County Attorney

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

IN WITNESS WHEREOF, PROMETROPOLIS HOUSING DEVELOPMENT, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2024, and it is hereby approved and accepted.

Witness/Attest

Printed Name: _____

Address: _____

By: _____

Name: _____

Title: _____

Address: _____

Witness/Attest

Printed 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 **PROMETROPOLIS HOUSING DEVELOPMENT, LLC**, a Florida limited liability company. S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

Signature

Printed Name

Notary Public, State of Florida

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

08-2122-003-0340	MAGNOLIA SUB PB 40-80 LOTS 29 & 30 BLK 4
08-2122-003-0350	MAGNOLIA SUB PB 40-80 LOTS 31 TO 35 INC BLK 4
08-2122-003-0290	MAGNOLIA SUB PB 40-80 PARC 02-01-02 AKA LOT 23 BLK 4
08-2122-003-0300	MAGNOLIA SUB PB 40-80 LOT 24 BLK 4

ATTACHMENT "G"

This Instrument Was Prepared By:

Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:

MIAMI-DADE COUNTY
RENTAL REGULATORY AGREEMENT

WHEREAS, pursuant to Resolution No. _____ adopted by the Miami-Dade County Board of County Commissioners, on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address is 111 N.W. 1st Street, Miami, Florida 33128, is authorized to convey certain properties to _____), its heirs, successors and assigns (hereinafter referred to as the "Owner"), whose address is _____ for the purposes outlined in that certain Amended and Restated County Deed, dated _____, 202__ and recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County, Florida, executed simultaneously with this Rental Regulatory Agreement (the "Agreement"); and

WHEREAS, in connection with receipt of the County Deed, the Owner 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 this __ day of _____, 20__, the Owner and the County hereby agree as follows:

PROPERTY ADDRESS:

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

WITNESSETH:

- I. Owner agrees with respect to the Property for the period beginning on the date of recordation of the Loan Documents, and ending on the last day of the thirtieth (30th) year after the year in which the Project is completed, that:
- a) Regardless of any maximum rent allowed, all the units must have rents which are equal to or less than _____% of annual incomes for households at _____% of median income adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates for this property are indicated in Exhibit B attached hereto.
 - b) This Agreement shall be a recorded restrictive covenant on 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 or lessee or any portion thereof, and on the heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee and on any other person or entity having any right, title or interest in the Property, the Project, or any portion thereof, for the length of time that this Agreement shall be in force. Owner hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above, without regard to payment or satisfaction of any debt owed by Owner to the County or the expiration of any Contract between the Owner and the County.
 - c) The above rentals will include the following services to each unit: **[INSERT TERMS]**
 - d) Owner agrees that upon any violation of the provisions of this agreement, the County, through its agent, the County may give written notice thereof to the Owner, by registered mail, at the address stated in this agreement, or such other address or addresses as may subsequently be designated by the Owner in writing to the County, and in the event Owner does not cure such default (or take measures reasonably satisfactory to the County to cure such default), within thirty (30) days after the date of notice, or within such further time as the County may determine is necessary for correction, the County may, without further notice, declare a default under the Mortgage and/or this Agreement, and effective upon the date of such default, the County may:

- i) Declare the whole indebtedness under the Note evidencing the Loan immediately due and payable and then proceed with foreclosure of the Mortgage;
- ii) 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 the Owner's investor limited partner/managing member, _____, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. Copies of all notices which are sent to Owner under the terms of this Agreement shall also be sent to _____.

- e) Owner 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) Owner agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").
- g) Owner agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one year, (b) be renewed at the end of each term except for good cause or mutual agreement of Owner and residential tenant.

- II. The County and Owner agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if the County (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 the County (and HUD if applicable) determine is necessary to maintain continued financial viability of the project.

Owner 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, the County 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.

- III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs 4, 5, 6 and 7, 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, the Owner shall furnish the County with notification provided to tenants advising them of the increase.

I. Occupancy Reports.

The Owner 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, e.g. credit history, criminal background, etc.
 - 5. Demographic information to include racial and ethnic makeup of the tenants, and
 - 6. Steps taken to make the Property accessible to the disable, including but not limited to the steps taken by the Owner 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) The Owner 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.

II. Inspections

Pursuant to 42 U.S.C. § 12755, the Owner shall maintain the Property in compliance with all applicable federal housing quality standards, receipt of which is acknowledged by the Owner, and 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 Miami-Dade County Minimum Housing

Codes. Annual inspections shall be at the rates and for the activities noted in the Rental Regulatory Agreement, Compliance, and Monitoring Unit Per Unit Cost Schedule attached as Exhibit C . Should the Owner be awarded funds through PHCD's request for application (RFA) process, said per unit cost in Exhibit C, shall be waived. The Owner 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 the Owner or of any tenant, PHCD may inspect any unit for violations to the property standards of any applicable Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and the Owner 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.

III. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the Owner 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), the Owner 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. Ensure fair and equal access to the units were offered by the Owner and its agents.

The Owner agrees that the County has the right to refer eligible applicants for housing. The Owner shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the Owner 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, the Owner, 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. The Owner, its agents and/or representatives shall also provide the County with the contact information for the Owner, its, agents and/or representatives.

IV. Affirmative Marketing Plan

- A) Owner 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 as set forth by the County 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. The Owner 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.

V. Financial Reports

- A) Annually, the Owner 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) The Owner will create a reserve for maintenance to be funded \$300 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Owner and will be deemed satisfied by any deposits made by Owner in accordance with loan documents which contain a maintenance reserve requirement of at least \$300 per unit per year.

VI. 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:

County Mayor
Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, Florida 33128
Attn: County Mayor

Copy to:

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

Copy to:

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

or any of their successor agencies or departments.

VII. Recourse:

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

VIII. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the Count and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make advances in the absence of strict compliance with any or all conditions of County 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 at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Owner of the Property or the absence therefrom of defects.

SIGNATURES APPEAR ON FOLLOWING PAGES

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

By: _____
NAME AND TITLE

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 _____, 202__ by _____ as _____, on behalf of _____. S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:

MIAMI-DADE COUNTY, FLORIDA

By: _____
COUNTY MAYOR OR DESIGNEE

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: _____

Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT B

Rents:

Number of Units	Type	Gross Rent	Utility	Net Rent

At the discretion of the County, up to twenty percent (20%) of the rental units, per project, may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based. The Owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the Owner and submitted to the County.

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

EXHIBIT C*

Public Housing and Community Development		
Rental Regulatory Agreement, Compliance, and Monitoring Unit		
Cost Per Unit*		
Fiscal Year		
Activity	Unit Cost**	Comments
Inspection	\$	Housing Quality Standards Review
File Review	\$	Eligibility, Income, and Rental Calculation Review
Administrative	\$	Supervisory Oversight
Travel	\$	Car and Public Transportation Pass
Overhead	\$	Rent, Phone, Supplies
Total Per Unit Cost*	\$	
**Cost shall increase at the rate of % each year.		
Examples:		
A: Cost to conduct a 10 Unit Review for a project would be \$		
B: Cost to conduct a 30 Unit Review for a project would be \$		

** The Unit Cost in Exhibit C is a Fiscal Year sample for illustration purposes only. The applicable cost per unit schedule in each Rental Regulatory Agreement will match the amounts set for the respective fiscal year in which the Rental Regulatory Agreement is executed.*

*** The unit cost for each activity will increase by three percent each year.*