

MEMORANDUM

Agenda Item No. 5(F)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, after public hearing, pursuant to section 125.379, Florida Statutes, the terms and conditions of an Amended and Restated Declaration of Restrictions ("Amended Declaration") which original declaration of restrictions was previously entered into between Miami-Dade County and 0101 Miami Properties, LLC, as Grantee, for four separate parcels of land, located at 678/84/90 NW 7 Street and 566 NW 7 Avenue, in the City of Miami (Folio Numbers: 01-0105-010-1080, 01-0105-010-1100, 01-0105-010-1060, and 01-0105-010-1120), to allow the parcels to be utilized for affordable housing, to be sold or rented to households whose income does not exceed 120 percent of area median income, for a 30-year term, in accordance with section 125.379, Florida Statutes; and directing and authorizing the County Mayor (1) to execute the Amended Declaration, (2) to take all actions necessary to exercise all rights conferred in the Amended Declaration, and (3) to take all actions necessary to effectuate same

Resolution No. R-285-25

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


Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 18, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(F)

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. 5(F)
3-18-25

RESOLUTION NO. R-285-25

RESOLUTION APPROVING, AFTER PUBLIC HEARING, PURSUANT TO SECTION 125.379, FLORIDA STATUTES, THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED DECLARATION OF RESTRICTIONS (“AMENDED DECLARATION”) WHICH ORIGINAL DECLARATION OF RESTRICTIONS WAS PREVIOUSLY ENTERED INTO BETWEEN MIAMI-DADE COUNTY AND 0101 MIAMI PROPERTIES, LLC, AS GRANTEE, FOR FOUR SEPARATE PARCELS OF LAND, LOCATED AT 678/84/90 NW 7 STREET AND 566 NW 7 AVENUE, IN THE CITY OF MIAMI (FOLIO NUMBERS: 01-0105-010-1080, 01-0105-010-1100, 01-0105-010-1060, AND 01-0105-010-1120), TO ALLOW THE PARCELS TO BE UTILIZED FOR AFFORDABLE HOUSING, TO BE SOLD OR RENTED TO HOUSEHOLDS WHOSE INCOME DOES NOT EXCEED 120 PERCENT OF AREA MEDIAN INCOME, FOR A 30-YEAR TERM, IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES; AND DIRECTING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE (1) TO EXECUTE THE AMENDED DECLARATION, (2) TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE AMENDED DECLARATION, AND (3) TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, Miami-Dade County (“County”), previously owned four separate parcels of vacant land, consisting of approximately 2.79 acres, located at 678/84/90 NW 7 Street and 566 NW 7 Avenue, in the City of Miami, identified by Folio Numbers: 01-0105-010-1080, 01-0105-010-1100, 01-0105-010-1060, and 01-0105-010-1120 (“Properties”); and

WHEREAS, on June 6, 2017, this Board adopted Resolution No. R-567-17 that approved a conveyance of the Properties to 0101 Miami Properties, LLC, a Florida limited liability company (“Company”) for the purpose of constructing a major league soccer stadium which would be partially located on the Properties, as well as on adjacent land owned by the Company; and

WHEREAS, the Company purchased the Properties, from the County, for fair market value, in accordance with two appraisals, and such Properties are subject to a Declaration of Restrictions which restricts the use of the Properties to the construction, operation, and maintenance of the soccer stadium, along with other obligations; and

WHEREAS, due to intervening circumstances, the Company has elected to construct the major league soccer stadium on a different and unrelated property, located in the City of Miami; and

WHEREAS, the Company now desires to construct affordable housing on the Properties, specifically 100 apartments to be occupied solely by households whose incomes do not exceed 120 percent of area median income, and including 10 percent of such housing at incomes that do not exceed 80 percent of area median income; and

WHEREAS, the Company has acquired from third parties approximately 5.8 acres of land adjacent to the Properties (the “Adjacent Grantee Property”); and

WHEREAS, the Company has represented that it intends to develop, in multiple phases, between 436 and 1,119 dwelling units on the Adjacent Grantee Property that, in combination with the construction of the affordable housing on the Properties, will create a cohesive mixed-income residential community on both the Properties and the Adjacent Grantee Property; and

WHEREAS, the Company has also agreed to maintain the affordable housing restrictions for a minimum of 30 years; and

WHEREAS, in order to allow the construction of affordable housing on the Properties, the Declarations of Restrictions must be amended; and

WHEREAS, the County seeks to encourage the construction of affordable housing in the County, which is an urgent and immediate need; and

WHEREAS, the County seeks to amend the Declaration of Restrictions, which limits the use of the Properties to a major league soccer stadium, so that the Company can construct, operate and maintain 100 affordable housing apartments on the Properties, and to maintain such affordable housing units for a period of no less than 30 years, plus other requirements; and

WHEREAS, this Board finds that the Properties are appropriate for use as affordable housing pursuant to section 125.379, Florida Statutes; and

WHEREAS, pursuant to section 125.379, Florida Statutes, this Board finds that it would be in the best interest of the County to amend the Declaration of Restrictions to allow for the construction, operation and management of much needed affordable housing on the Properties,

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board finds that the Properties were previously declared as surplus, and conveyed to 0101 Miami Properties, LLC, a Florida limited liability company (“Company”).

Section 3. Pursuant to section 125.379, Florida Statutes, and after a public hearing, this Board approves the Amended and Restated Declaration of Restrictions (“Amended Declaration”) between the County and the Company, in substantially the form attached hereto as “Attachment 1,” for the Properties, requiring the Company to construct, operate and maintain 100 apartments, strictly for affordable housing on the Properties, to be occupied solely by households whose

incomes do not exceed 120 percent of area median income, and including 10 percent of such housing at incomes that do not exceed 80 percent of area median income.

Section 4. This Board directs and authorizes the County Mayor or County Mayor's designee to execute the Amended Declaration for and on behalf of the County, to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same.

Section 5. This Board further directs the County Mayor or County Mayor's designee to: (1) provide the Property Appraiser's Office with an executed copy of the Amended Declaration within 30 days of its execution; and (2) appoint staff to monitor compliance with the terms of the Amended Declaration.

Section 6. 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 Amended Declaration 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 Keon Hardemon. It was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of March, 2025. 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 dark ink, appearing to be "DH", is written over a horizontal line.

Debra Herman
Terrence A. Smith

Attachment 1

Please return a copy of this document to:
Steven W. Mayers
Real Estate Development Division
Internal Services Department
Miami-Dade County
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128

Folio Nos.: 01-0105-010-1060, 01-0105-010-1080,
01-0105-010-1100, and 01-0105-010-1120

(Space reserved for Clerk)

This Amended and Restated Declaration of Restrictions shall supersede and replace the Declaration of Restrictions recorded in Official Record Book 31486 Pages 4680-4692 of the Public Records of Miami-Dade County on June 18, 2019, as to Folio Nos.: 01-0105-010-1060, 01-0105-010-1080, 01-0105-010-1100, and 01-0105-010-1120.

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS (“Amended Declaration”) is made this ____ day of _____, 202__ by and between Miami-Dade County, a political subdivision of the State of Florida (“**County**”) whose address is Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128, and 0101 Miami Properties, LLC, a Delaware limited liability company (“**Grantee**”), whose local address is 800 Douglas Road, 12 Floor, Coral Gables, Florida.

Recitals

WHEREAS, the County, on or about June 18, 2019, previously conveyed that certain real property, located in the City of Miami, Miami-Dade County, Florida, to the Grantee subject to a Declaration of Restrictions recorded in the public records of Miami-Dade County at Official Record Book 31486, Pages 4680-4692 (the “**Original Declaration**”), and such real property being legally described as follows:

Folio Nos.: Folio 01-0105-010-0105, Folio 01-0105-010-1080, Folio 01-0105-010-1100, and 01-0105-010-1120 (the “**Property**”) as further described in Exhibit “A”, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantee hereby acknowledges and agrees that the Original Declaration was an inducement and part of the consideration to the County for the conveyance of the Property to the Grantee; and

WHEREAS, the Grantee further acknowledges and agrees that the Original Declaration runs with the land, in favor of the County; and

WHEREAS, the Grantee acknowledges and agrees that although it originally intended to develop, construct, and operate a sports stadium for Major League Soccer on the Property, due to unforeseen circumstances it has been unable to do so, and therefore has sought to amend and restate the Original Declaration to modify certain restrictive covenants and add other restrictive covenants, so that the Property can be utilized for affordable housing, consistent with Section 125.379, Florida Statutes, as amended; and

WHEREAS, the County and the Grantee agree that this Amended Declaration is intended to replace, substitute and/or otherwise supplant the Original Declaration, in its entirety, and the restrictive covenants found in this Amended Declaration shall run with the land, in favor of the County, for a period of thirty (30) years, commencing on the Recordation Date (as such term is defined in Section 19 of this Amended Declaration), and expiring thirty (30) years thereafter ("**Control Period**").

NOW THEREFORE, in order to ensure the County that the representations made by Grantee will be abided by, the Grantee, for sufficient consideration, makes the following declarations covering and running with the Property.

Grantee hereby agrees and stipulates as follows:

1. **Permitted Use of the Property.** The Property shall solely be used for affordable housing (as the term "affordable" is defined in Section 420.0004(3), Florida Statutes), as amended ("**Affordable Housing**"), and all in accordance with Section 125.379, Florida Statutes, and as further set forth herein.
2. **Project.** The Grantee hereby acknowledges and agrees that the term "**Project**" shall consist of several different improvements to be made by the Grantee to the Property, including, but not limited to, certain construction and/or installation on or about the Property, in accordance with this Amended Declaration, within the four (4) year period from the Recordation Date, as defined below, including the following: The Grantee, at its sole cost and expense, shall develop, construct and operate a minimum of one hundred (100) apartments of Affordable Housing on the Property, and maintain such Affordable Housing, after Completion of Construction, as defined in Section 5 of this Amended Declaration, for the entire Control Period. In no event shall the Grantee reduce the number of apartments below one hundred (100) without the County's prior written approval. At least ten percent (10%) of the apartments shall be leased to the residents, and strictly be occupied by households earning a maximum of eighty percent (80%) of the area media income, adjusted for household size, and the remaining apartments shall be leased to the residents, and strictly be occupied by households earning a

maximum of one hundred twenty percent (120%) of the area median income, adjusted for household size, as the term “area median income” is defined and utilized by the United States Department of Housing and Urban Development (“HUD”) (see also, 12 CFR Section 228.12(b)). Further, the improvements in the Project shall consist of the following:

- a.) The one hundred (100) apartments shall consist of the following number and types of bedroom apartments: 68 – 1 bedroom/1 bathroom, 16 – 2 bedroom/1 bathroom, and 16 – 3 bedroom/2 bathrooms; provided, however, that the Grantee may, in its sole discretion, add additional bathrooms or change the apartment mix in a manner that increases the total number of bedrooms (e.g., the Grantee may substitute a 1-bedroom apartment with a 2- or 3-bedroom apartment); and
- b.) Each apartment shall be constructed with (i) Energy Star products for all appliances and air conditioning systems, for which the Energy Star program has certified products and/or established standards, (ii) low-flow toilets, (iii) window treatments for all of the windows, and (iv) ceiling fans in each of the bedrooms; and
- c.) In the event that the residents of the housing complex are charged for water usage, Grantee shall install and maintain a comprehensive system for re-metering of water service and invoicing residents in the building(s) (i.e., the installation of submeters for each apartment), in order to ensure that the billing for water service in the various apartments is accurate, so that the residents are charged fairly for the water services provided; and
- d.) The Project shall include, as a free amenity for the residents, an indoor facility containing, at minimum, computers, free cable and internet, and various gym equipment for use by any of the residents or guests; and
- e.) The Project shall have an outdoor landscaped area and/or an outdoor playground, inclusive of equipment, such as slides, swings, spinners, and climbers, for the use of residents and guests; and
- f.) The Grantee, at its sole cost and expense, shall be solely responsible for maintaining the indoor air quality within the building(s), particularly the common areas for any and all building(s) and the individual apartments. The Grantee hereby agrees that the indoor air quality in any and all buildings, as well

as in the individual apartments, shall meet or exceed all national ambient indoor air quality standards, as set forth by the Environmental Protection Agency and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, particularly regarding human exposure to air pollution. The Grantee hereby recognizes and acknowledges that abiding by these strict standards and guidelines pertaining to indoor air quality is a fundamental element for the resident's environmental health and safety.

3. **Operation and Maintenance of Affordable Housing.** The County and the Grantee hereby agree that, upon Completion of Construction, as defined below in Section 5, the Grantee is and shall be solely responsible for operating and maintaining the one hundred (100) apartments of Affordable Housing on the Property, consistent with Section 125.379, Florida Statutes, and the requirements set forth in Section 2 of this Amended Declaration, throughout the Control Period associated with this Amended Declaration. The parties hereby agree that should the Grantee fail to operate and maintain one hundred (100) apartments of Affordable Housing during the Control Period in compliance with Section 125.379, Florida Statutes, and Section 2 of this Amended Declaration, subject to casualty, condemnation, or temporary closures in the ordinary course of business, for required maintenance or repairs, the County shall provide written notice of such failure to the Grantee setting forth with reasonable specificity the nature of such failure. The Grantee shall diligently proceed to remedy such failure, and upon completion of the remedy, the Grantee shall provide the County with documentation reasonably demonstrating the completion of the remedy. If the Grantee fails to remedy such failure within thirty (30) calendar days after the Grantee's receipt of such written notice thereof from the County, or in the case of such failure which cannot with due diligence and in good faith be cured within thirty calendar (30) days, the Grantee fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said failure, and fails to cure such failure within one hundred twenty (120) calendar days after the Grantee's receipt of such written notice thereof from the County, the Grantee shall become liable to pay the County liquidated damages, as described in Section 6 below, which liquidated damages shall be applicable and applied against the Grantee, for each and every day that the Grantee has not complied with the provisions set forth in this Section 3. The County and Grantee agree that rents may increase as area median income ("AMI") increases as published by HUD and with the prior approval of the County. Any other adjustments to rents will be made only if the County, in its sole but reasonable discretion, find any adjustments necessary to support the continued financial viability of the Project and only by an amount that the County determines is necessary to maintain continued financial viability of the

Project. The Grantee will provide documentation to justify a rental increase request not attributable to increases in AMI. Within thirty (30) calendar 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 AMI. In no event, however, will any increase attributable solely to an increase in AMI be denied.

4. **Building Permit.** The Grantee shall, at its sole cost and expense, obtain a building permit for the construction of the Project within two (2) years from the Recordation Date, as defined below. The parties hereby agree that should the Grantee fail to secure the building permit for the Project within the required two (2) year period, the Grantee shall pay the County liquidated damages, as described in Section 6 below, which liquidated damages shall be applicable and applied against the Grantee, for each and every day that the Grantee has not obtained the building permit for the Project within two (2) years from the Recordation Date, as defined below.
5. **Completion of Construction.** The County and the Grantee further agree that the Grantee shall have a maximum of four (4) years, from the Recordation Date, as defined below, subject to casualty and condemnation, to complete construction, at its sole cost and expense, of the Project, including, but not limited to, the construction of all one hundred (100) apartments of Affordable Housing on the Property. The parties also agree such completion of construction shall be evidenced by the Grantee obtaining a temporary certificate of occupancy or its equivalent for the entire Project (“**Completion of Construction**”). The Grantee shall deliver a copy of the temporary certificate of occupancy or its equivalent to the County within thirty (30) calendar days of receipt of such document. Further, in the event that the Grantee fails to timely achieve Completion of Construction of the Project, subject to casualty and condemnation, then the Grantee shall pay the County liquidated damages, as described in Section 6 below, which liquidated damages shall be applicable and applied against the Grantee, for each and every day that the Grantee has not achieved Completion of Construction of the Project within four (4) years from the Recordation Date, as defined below, subject to casualty and condemnation.
6. **Liquidated Damages.** The County and the Grantee hereby acknowledge and agree that the parties are invested in having the development of the Project progress in a timely manner, and that the failure of such progress occurring will have a detrimental effect on the parties, which, in an amount, are not readily ascertainable.
 - (a) As a result, the Grantee hereby agrees that should it fail to operate and maintain one hundred (100) apartments of Affordable Housing on the

Property for the entire Control Period, as required under Section 3 of this Amended Declaration, and such failure continues after expiration of the applicable cure period, Grantee shall be liable to the County for, and shall pay the County, liquidated damages in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day, plus tax, for each and every day that the Grantee is not in compliance with Section 3 of this Amended Declaration during the entire Control Period. The payment for the liquidated damages shall be payable to the County, within ten (10) business days of written demand following the expiration of any applicable notice and cure period. However, failure to make such written demand shall not eliminate Grantee's liability for any such days during which Grantee is non-compliant prior to such written demand, which shall be included in such liquidated damages payment. Such liquidated damages shall be paid to the County, by wire transfer or delivering a check, made payable to the Internal Services Department, and delivered, every thirty (30) calendar days, to: Real Estate Development Division, Internal Services Department, Miami-Dade County, 111 N.W. First Street, Suite 2460, Miami, Florida 33128 until compliance is reached. Any failure to timely deliver such payments to the County, which failure continues for ten (10) business days after written notice from the County to the Grantee, shall result in a late penalty equal to an additional ten percent (10%) of the outstanding amount, which amount shall be immediately payable to the County.

- (b) The Grantee hereby further agrees that should its obligations contained in Sections 4 and 5 not be met within the required timeframe, then the Grantee shall pay the County, as liquidated damages, and not as a penalty, the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per calendar day, plus tax, for each and every day that the construction for the Project has not met the milestones described in Sections 4 and 5 of this Amended Declaration; provided, however, and notwithstanding anything contained in this Amended Declaration to the contrary, there shall be no duplication of liquidated damages for multiple concurrent delays or for the same delay (by way of example, should Grantee meet its obligation to secure a building permit one (1) year after the applicable deadline set forth in Section 4, and such delay also causes Completion of Construction to occur one (1) year after the applicable deadline in Section 5, Grantee shall be liable for one (1) year of liquidated damages under Section 4, and not an additional year of liquidated damages under Section 5). The payment for the liquidated damages shall be payable to the County, within ten (10) business days of written demand following the expiration of any applicable notice and cure period. However, failure to make such demand shall not eliminate Grantee's liability for any such days during which Grantee is non-compliant prior to such demand, which shall be included

in such payment. Such liquidated damages shall be paid to the County, by wire transfer or delivering a check, made payable to the Internal Services Department, and delivered, every thirty (30) calendar days, to: Real Estate Development Division, Internal Services Department, Miami-Dade County, 111 N.W. First Street, Suite 2460, Miami, Florida 33128 until compliance is reached. Any failure to timely deliver such payments to the County, which failure continues for ten (10) business days after written notice from the County to the Grantee, shall result in a late penalty equal to an additional ten percent (10%) of the outstanding amount, which amount shall be immediately payable to the County.

7. **Enforcement and Damages.** The County and the Grantee acknowledge and agree that the County is the sole beneficiary of this Amended Deceleration. The County's exclusive remedy against the Grantee for the failure to meet the obligations found in Sections 3, 4 and 5 above are liquidated damages and late penalties, as set forth in Section 6 above. In the event that payment of such liquidated damages is not made, among other remedies, the County may obtain a judgment and record a certified copy thereof in the Public Records of Miami-Dade County, Florida, which would constitute a lien against the Property. Notwithstanding the foregoing, the County may pursue any type of equitable, non-monetary, remedies available (including, but not limited to, specific performance and/or seeking an injunction, without posting a bond) for any failure by the Grantee to utilize the Property for its Permitted Use, as set forth in Section 1 above, and/or for failure to use the Property consistent with Section 125.379, Florida Statutes. The County may seek available remedies at law or in equity, as applicable, for any other failure or violation of this Amended Declaration.

Further, this Amended Declaration, and the provisions contained herein may be enforced by the County against any other person or entity permitting, allowing, letting, causing or suffering any violation of the terms of this Amended Declaration (subject to the rights of Lenders (as such term is defined in Section 17 of this Amended Declaration) under Sections 14 and 17 below), by temporary, permanent, prohibitory, and/or mandatory injunctive relief, without the posting of a bond, as well as otherwise provided by law or ordinance, and also may include an action for and to recover damages, costs and expenses, and attorneys' fees in favor of the County against any person or entity so violating the terms of this Amended Declaration. All of the remedies provided herein shall be deemed to be independent and cumulative and shall be deemed to be supplemental to any remedies provided by law.

8. **Unavoidable Delay.** The County and the Grantee hereby agree that the Grantee may be entitled to a reasonable extension of time because of its inability to meet a time frame or deadline specified herein, where such

inability is caused by an Unavoidable Delay (as defined herein) provided that Grantee shall, within thirty (30) calendar days after it has become aware of such Unavoidable Delay, give notice to the County in writing (delivered by certified mail, return receipt requested) of the causes thereof and the anticipated time extension necessary to perform. The Grantee shall not be deemed to be in default of this Amended Declaration due to any such Unavoidable Delay, provided that: (i) the Grantee has notified the County, in writing, as specified in the preceding sentence; (ii) such Unavoidable Delay did not result from any fault, negligence or failure to act of the Grantee; and (iii) such event was beyond the Grantee's reasonable control, and not caused directly or indirectly by Grantee. No extension of time shall be effective unless agreed to in writing by the County Mayor or the County Mayor's designee. The parties hereby agree that “**Unavoidable Delay**” shall mean a delay that is unforeseen and beyond the control of a party that is required to perform, such as, but not limited to, a delay due to a strike; declaration of a state of emergency by the Governor; acts of God; hurricanes; floods; named windstorms; enemy action; civil disturbance; sabotage; restraint by court or public authority; litigation or formal administrative challenges by third parties to the execution or performance of this Amended Declaration or the procedures leading to its execution, or a moratorium. The Grantee shall only be entitled to an extension of time equal to the exact same period of the Unavoidable Delay to complete its duty to perform under the terms and conditions herein, and in no event shall such extension exceed one (1) year. Any extension of time shall automatically extend the length of the Control Period by the exact same period of time of such extension.

9. **Southeast Florida Regional Climate Change Sea Level Rise Work Group.** The County and the Grantee agree that notwithstanding any other minimum elevation requirements required by the City of Miami, Miami-Dade County, and/or any other agency or jurisdiction, the design and elevation of the Project shall be based, at minimum, on the latest United States Geological Survey for urban Miami-Dade County groundwater flow models, which will incorporate the 2015 Southeast Florida Regional Climate Change Sea Level Rise Work Group (Unified Sea Level Rise Projection).
10. **County Inspection.** It is hereby agreed that County, or its duly authorized agents, shall have the right upon seven (7) calendar days' notice to the Grantee, to inspect the Property, the progress of the Project, as well as the Grantee's financing and accounting records pertaining to the Project, and/or other records and documents, each as reasonably necessary to determine whether the requirements herein are being fully complied with; and after Completion of Construction, the records and documentation to establish that the Grantee is properly operating and maintaining the Affordable Housing in accordance with this Amended Declaration and Section 125.379, Florida

Statutes.

11. **Occupancy Report.** The Grantee shall, on an annual basis, furnish the County with an occupancy report, which provides at the end date of each reporting period, a list of all occupied apartments to include, but not limited to, the following: (a) number of residents per apartment; (b) income requirements, to include the AMI per apartment; (c) eligibility factors, demographic information, to include racial and ethnic makeup of the tenants, and (d) steps taken to make the Project accessible to persons with disabilities, including, but not limited to, the steps taken by the Grantee 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. The Grantee shall further provide the County with a list of all vacant apartments, as of the end date of the reporting period; the total number of vacancies that occurred during the reporting period; the total number of apartments that were re-rented during the reporting period, stating family size and income; and shall upon written request of the County allow representatives of the County to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.
12. **Affirmative Marketing Program.** At least thirty (30) days before Grantee begins marketing the apartments for initial occupancy (and in no event later than six months prior to Completion of Construction), the Grantee shall provide to the County a detailed plan for identifying potential residents for the Project, known as an “**Affirmative Marketing Program**,” which will be subject to the County’s written approval, and which specifically incorporates the requirements as set forth by the County to attract and identify prospective renters, regardless of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program shall include efforts designed to make such persons/groups aware of the available housing, including, but not limited to, the following activities: (a) annually submitting 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 (b) providing proof of other special marketing efforts including advertising on the Multiple Listings Service (commonly known as the MLS) through a licensed real estate professional.
13. **Covenant Running with the Land.** The County and the Grantee hereby

agree that this Amended Declaration shall constitute a covenant running with the land on the Property, and shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the owner(s) having title to the Property for a term of the Control Period. At any time that this Amended Declaration is terminated by its own terms, or is terminated or partially terminated pursuant to an Order of Court, the County shall execute a termination, partial termination and/or release of this Amended Declaration as requested by Grantee for recording in the public records of Miami-Dade County, provided that the County agrees with same, in its reasonable discretion; and provided further, this Amended Declaration shall terminate automatically upon expiration of the Control Period, or any extension thereof, regardless of whether the Grantee requests and/or the County executes such termination or release. The Grantee and its successors and assigns, having title to the Property, agree that acceptance of this Amended Declaration is legally binding upon the owners holding title to the Property and does not in any way obligate or provide a limitation on the County except as expressly set forth herein. This Amended Declaration runs with the land, for the thirty (30) year Control Period, and is binding on any owner having title to the Property. Wherever in this Amended Declaration the term "Grantee" is used, it shall be deemed to apply, and be construed as applying, with the same strength, force and effect on subsequent owner(s) having title to the Property as if such party(ies) had been specifically named herein.

14. **Assignment, Transfer or Conveyance.** The County and the Grantee agree that prior to the issuance of a temporary certificate of occupancy or its equivalent for the Project, the Property shall not be assigned or conveyed to any person or entity without the prior written consent of the County, as evidenced by a resolution of the Miami-Dade County Board of County Commissioners, at its sole and absolute discretion; provided however that the Grantee may (i) assign or convey the Property to a wholly owned subsidiary and/or affiliate of the Grantee, which Grantee shall, in fact, be responsible for the overall construction of the Project, and provided that written notice of same, along with an ownership disclosure of the entity, complete with documentation reflecting that such entity is a wholly owned subsidiary or affiliate, is furnished to County, by certified mail, return receipt requested, no less than thirty (30) calendar days prior to such assignment or conveyance; and (ii) mortgage, assign, convey and/or transfer the Property to any Lender, as defined below, (and the enforcement by any Lender of its rights under its loan documents, including, without limitation, a Lender becoming the owner of the Property shall not constitute an assignment or transfer of the Property requiring the consent of the County, and thereafter any assignment, transfer or other conveyance of the Property by such Lender shall not require the consent of the County). Any assignment hereunder shall not release Grantee or any

successor or assignee from its obligations pursuant to this Amended Declaration unless otherwise agreed to by the Miami-Dade County Board of County Commissioners (or by the County Mayor or Mayor's designee if the assignment or conveyance was to a wholly owned subsidiary or affiliate of Grantee) or as otherwise provided in Section 17 of this Amended Declaration. In the event that the Property is transferred, assigned, leased or conveyed, in whole or in part, all rights that are held by the County pursuant to this Amended Declaration shall continue to be held by the County (except for as otherwise specifically stated herein) and no such rights are subordinated by any term herein, including but not limited to the right to lien the Property as set forth in Section 7 of this Amended Declaration. Prior to Completion of Construction, any and all proceeds received by Grantee from any Lender which are secured by the Property shall be invested or otherwise reinvested into the Property or utilized to repay prior financing(s) for the acquisition and/or development of the Property.

15. **Small Business Enterprise.** To the extent applicable, the Grantee shall cause its contractor, and all subcontractors, subconsultants, subtenants and licensees to: (i) comply with the County's Small Business Enterprise (“SBE”) Programs, including, but not limited to the following: the SBE-Construction Program, SBE-Goods Program, SBE-Services Program, Responsible Wages and Benefits Program, Community Workforce Program, Residents First Training and Employment Program, First Source Hiring Referral Program as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.2, 2- 8.1.1.1.1, 2-11.16, 2-1701, 2-11.17, and 2-2113 of the Code of Miami-Dade County, Florida (the “Code”), and the Employ Miami-Dade Program, in accordance with Administrative Order No. 3-63, respectively; (ii) deliver the contract(s) and (a) construction, (b) goods, and (c) services packages, as applicable, to the Small Business Department of the County (“SBD”), and the County Mayor shall review such material for compliance with the Code; (iii) incorporate in all construction contracts the prompt payment provisions contained in the Code with respect to SBE entities; (iv) include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally or unlawfully impacts SBE entities; (v) require that its contractor(s) shall, at a minimum, use CareerSource South Florida to recruit workers to fill needed positions for skilled labor for the Project; (vi) comply with the SBE requirements during all phases of the Project; (vii) pay all of its employees performing work on the Property no less than the Living Wage as if all such work was subject to the provisions of Section 2-8.9 of the Code; (viii) fund and/or reimburse the County for the following: (a) the actual reasonable salary of the SBD staff prorated for the time that the SBD staff has expended in connection with the SBE Programs related to the Project, and (b) any other reasonable costs associated therewith, which staff time and costs shall not exceed Five Thousand (\$5,000.00) Dollars per year; and (ix)

hold at least one (1) job fair in the Overtown neighborhood of the City of Miami for the purpose of recruiting residents of the Overtown neighborhood to fill available jobs for the construction of the Project, and conduct community outreach to encourage awareness and participation of residents at the job fair. Should the Grantee fail to comply with any of the SBE requirements, the Grantee shall be obligated to timely pay the applicable monetary penalty pursuant to the Code. Should the Grantee fail to comply with any of the provisions set forth in Section 2-8.9 of the Code, the Grantee shall be obligated to, and hereby agrees, to have the County impose the compliance, enforcement, and sanctions provisions set forth therein. The remedies for violations of this Section 15, of this Amended Declaration, shall be those prescribed by the County's SBD programs, including the County's SBE program.

16. **Equal Opportunity.** The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the County setting forth the provisions of this Equal Opportunity clause.

The Grantee will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable by virtue of the conveyance of the Property to the Grantee:

- (a) All applicable provisions of the Civil Rights Act of 1964;
- (b) Chapter 760, Florida Statutes;
- (c) Executive Order 11246 of September 24, 1964, as amended by Executive Order 11375;
- (d) Executive Order 11625 of October 13, 1971;

- (e) The Age Discrimination Employment Act, effective June 12, 1968;
 - (f) The rules, regulations and orders of the Secretary of Labor;
 - (g) Section 112.042, Florida Statutes;
 - (h) The applicable federal regulations binding the Grantee or any assignee or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act, pursuant to the requirements found in 49 CFR Part 26.7, regarding non-discrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37, regarding non-discrimination based on disability and complying with the Americans with Disabilities Act, with regards to any improvements constructed;
 - (i) Chapter 11A, including, but not limited to, Article II, which prohibits discrimination in housing based on race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income.
17. **Non-Subordination.** Prior to the expiration of the Control Period, the requirements set forth in this Amended Declaration shall be superior to, and shall not be subordinate to, any and all liens, claims, mortgages, and interests of any lender or other person or entity providing financing directly related to and for the development of the Property or the Project (either directly or indirectly, including, without limitation, via mortgage loans and/or mezzanine loans, and including Grantee from and after the exercise of any remedies under loan documents that vest any person or entity or its designee with ownership of Grantee, directly or indirectly) (each such person or entity, together with any designee and successors and assigns thereof, a “**Lender**”). Further, such Lender shall not be a Prohibited Party (as defined below) and shall be any of the following entities, or such Lender shall be subject to the reasonable approval of the County Mayor or the County Mayor's designee:
- (a) any federal or state chartered commercial bank, national bank, savings and loan association, savings bank, or trust company, or any of their respective Lender affiliates;
 - (b) any pension, retirement or welfare trust or fund, public limited partnership, public real estate investment trust or other public

entity investing in commercial mortgage loans or any of their respective Lender affiliates in each case whose loans on real estate are regulated by state or federal laws and whose total assets (in name or under management) is in excess of \$200,000,000);

- (c) any licensed life insurance company in the business of making commercial mortgage loans, in each case whose loans on real estate are regulated by state or federal laws, or any of their respective Lender affiliates;
- (d) any federal, state, or local governmental agency;
- (e) a securitization trust that is rated by S&P, Fitch, or Moody's (or any like-extant national rating agency), or any of their respective Lender affiliates and that has total assets in excess of \$200,000,000; and
- (f) an investment bank, a hedge fund, opportunity fund, private debt fund, or any other real estate investment or lending entity that is engaged in the business of investing in or making commercial loans, and that has total assets (in name or under management) in excess of \$200,000,000 or any of their respective Lender affiliates.

“Prohibited Party” shall mean shall mean any of the following: (i) any person or entity (whose operations are directed or controlled by an individual) who has been convicted of or has pleaded guilty in a criminal proceeding for a felony or who is an on-going target of a grand jury investigation convened pursuant to United States laws concerning organized crime; or (ii) any person or entity organized in or controlled from a country, the effects of the activities with respect to which are regulated or controlled pursuant to the following United States laws and the regulations or executive orders promulgated thereunder to the extent the same are then effective: (x) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (y) the International Emergency Economic Powers Act of 1976, 50 U.S.C. §1701, et seq., as amended; and (z) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6 (j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405(j), as amended (which countries are, as of the date hereof, Iran, Sudan and Syria); or (iii) any person or entity who has engaged in any dealings or transactions (i) in contravention of the applicable money laundering laws or regulations or conventions or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time-to-time or any published terrorist or watch list that

may exist from time to time; or (iv) any person or entity who appears on or conducts any business or engages in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A or is a person described in Section 1 of the Anti-Terrorism Order; or (v) any person or entity who appears on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes; or (vi) any person or entity who has been debarred pursuant to the Miami-Dade County Code of Ordinances.

Notwithstanding anything to the contrary in this Amended Declaration, (a) in the event that a Lender obtains or is pursuing possession or control of the Property or Project, directly or indirectly, through a foreclosure or transfer/assignment in lieu of foreclosure in accordance with its loan documents, the deadlines set forth in Sections 4 and 5 of this Amended Declaration shall be extended for a period of up to two (2) years, so long as the Lender diligently pursues obtaining a building permit and Completion of Construction, as applicable (and the Control Period shall likewise be automatically extended for the same period of time as the extension), (b) the granting of a mortgage loan and/or mezzanine loan shall not operate to make the Lender thereunder liable for performance of any of the covenants or obligations of Grantee under this Amended Declaration except in the case of a Lender who obtains ownership of the Property or Project, directly or indirectly, through a foreclosure or transfer/assignment in lieu of foreclosure, in which event Lender shall be responsible for those accruing during its period of ownership, and no Lender shall be liable for any liquidated damages or liabilities that accrue prior to or after such Lender's period of ownership, (c) County shall provide each Lender that notifies the County of such Lender's interest with a simultaneous copy of any notice of any default sent to Grantee, and County agrees to accept performance and compliance by any such Lender of and with any of the terms of this Amended Declaration with the same force and effect as though kept, observed or performed by Grantee, provided, however, nothing contained herein shall be construed as imposing any obligation upon any such Lender to so perform or comply on behalf of Grantee (except as otherwise provided in this Section 17) and (d) Lender shall not be required to cure any breaches of the requirements of this Amended Declaration that, by their nature, are personal to the Grantee or that, through the exercise of the Lender's diligent, commercially reasonable efforts, are not susceptible of being cured (such as, without limitation, the provision of any records required by Section 11 to have been created or kept prior to the Lender's period of ownership that were not so created or kept or are otherwise not available to the Lender).

18. **Severability.** The County and the Grantee agree that the invalidation of any one or more of the covenants found in this Amended Declaration, by judgment

of a court, shall not affect any of the other provisions, which shall remain in full force and effect.

19. **Recording.** This Amended Declaration shall be recorded in the public records of Miami-Dade County, Florida at the cost of Grantee. This Amended Declaration shall become effective and commence immediately upon the date of recordation of this Amended Declaration in the public records of Miami-Dade County, Florida (the “**Recordation Date**”). Upon recordation, this Amended Declaration shall release and replace the Original Declaration.
20. **Sovereign Rights.** The County and the Grantee hereby acknowledge and agree that the County retains all of its sovereign prerogatives and rights as a county under state law with respect to the planning, design, construction, development and operation of the Project and/or the Property. It is expressly understood that notwithstanding any provisions of this Amended Declaration and the County's status thereunder:
 - (a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under state law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to the planning, design, construction and development of the Project, the Property, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and
 - (b) The County shall not, by virtue of this Amended Declaration, be obligated to grant the Grantee any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development and/or operation of the Project and/or the Property; and
 - (c) Notwithstanding and prevailing over this Amended Declaration, nothing contained in this Amended Declaration shall bind the Miami-Dade County Board of County Commissioners, Miami-Dade County's Department of Regulatory and Economic Resources, or any other County, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County and/or other applicable governmental agencies in the exercise of their police powers.
21. **Third Party Beneficiary Interest.** Nothing in this Amended Declaration, express

or implied, is intended to: (a) confer upon any entity or person, other than the County, any right or remedy by virtue of this Amended Declaration; or (b) authorize anyone not a party to this Amended Declaration to maintain an action pursuant to or based upon this Amended Declaration.

22. **Incorporation of Recitals.** The County and the Grantee hereby acknowledge and agree that the recitals in this Amended Declaration are hereby true and correct, and are incorporated into this Amended Declaration as though fully set forth herein.
23. **Indemnification / Hazardous Materials.** The County and the Grantee hereby agree that the Grantee shall defend, indemnify and hold the County (and its officers, directors, employees, agent and/or instrumentalities) harmless from and against any and all liability, losses, damages, costs, expenses, suits, claims and/or demands, including attorneys' fees and costs of defense, which County (and/or its officers, directors employees, agents, and/or instrumentalities) may incur as a result of, arising from, or relating to the presence of any Hazardous Materials on or about the Property and/or the violation of any environmental laws resulting from the condition of the Property, and/or any third party claims relating to Hazardous Materials on or about the Property. "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, and shall also include solid waste or debris of any kind, or any other substance which is regulated by any environmental law. The Grantee acknowledges that the County has no obligation or responsibility whatsoever for any Hazardous Materials on or about the Property, including any pre-existing or subsequently discovered Hazardous Materials on or about the Property, and including but not limited to, having no obligation or responsibility to commence and pursue any assessment, clean up and/or monitoring of the Property necessary to bring the Property into full compliance with environmental laws. This provision survives the termination or expiration of this Amended Declaration.
24. **Delegation of Authority.** The County and the Grantee agree that within the first two (2) years from the Recordation Date, the County delegates to the County Mayor, or the County Mayor's designee, the right to approve any change or modification requested by Grantee to the number of apartments and/or the types of apartments in the Project, in writing, without any additional approval by the Miami-Dade County Board of County Commissioners. Notwithstanding the foregoing, in the event of any type of decrease or reduction, from what is described in this Amended Declaration of Restrictions, the right to change or otherwise modify the number of apartments and/or the types of apartments in the Project by the County Mayor, or County Mayor's designee, is strictly limited to a maximum of five percent (5%), in the decrease or reduction.
25. **County Certificates.** County agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Grantee or any Lender, but no more often

than once each calendar quarter for any particular requesting party, to furnish a statement in writing, setting forth the payments and other monies then payable under this Amended Declaration, if then known; certifying that this Amended Declaration is unmodified and in full force and effect (or if there shall have been modifications that the Amended Declaration is in full force and effect as modified and stating the modifications) and the dates payments and other monies have been paid; stating whether or not, to the best of County's knowledge, Grantee is in default in keeping, observing and performing any of the terms of this Amended Declaration, and, if Grantee shall be in default, specifying each such default of which County may have knowledge; and such other matters as the Grantee or Lender may reasonably request.

26. **Notices.** All notices, demands or requests by County to Grantee shall be deemed to have been properly served or given, if addressed to Grantee as follows:

0101 Miami Properties, LLC
800 Douglas Road, 12th Floor
Coral Gables, FL 33134
Attn: Pablo Alvarez

and

Overtown West Holdings, LLC
3109 Grand Ave, #349
Coconut Grove, FL 33133
Attn: David Martin
and

Gangemi Law Group, PLLC
3310 Mary Street, #303
Miami, Florida 33133
Attn: Laura Gangemi Vignola

and to such other address and to the attention of such other party as Grantee may, from time to time, designate by written notice to County. If Grantee at any time during the term hereof changes its office address as herein stated, Grantee will promptly give notice of same in writing to Landlord.

All notices, demands or requests by Grantee or by a Lender to County shall be deemed to have been properly served or given if addressed to Miami-Dade County Internal Services Department, Stephen P. Clark Center, 111 NW 1st Street, 24th Floor, Miami, Florida 33128, Attn: Director and County Attorney, Stephen P. Clark Center, 111 NW 1st Street, 28th floor, Miami, Florida, 33128 and to such other addresses and to the attention of such other parties

as County may, from time to time, designate by written notice to Grantee. If County at any time during the term hereof changes its office address as herein stated, County will promptly give notice of same in writing to Grantee.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the County and the Grantee, and their successors and assigns, covenants and agrees to the terms, conditions, and restrictions imposed as aforesaid, and all of which shall be binding upon the Grantee, and its successors and assigns, during the term of this Amended Declaration, and they have caused this Amended Declaration to be executed by their respective and duly authorized representatives on the dates indicated below.

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida by its Board of County Commissioners

By: _____
Name: _____
Title: _____

ATTEST:

_____, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Name: _____
Title: Assistant County Attorney

0101 MIAMI PROPERTIES, LLC, a
Delaware limited liability company

By: Its Board of Managers

Witnesses (as to David P. Martin)


(Signature)

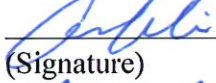
Bailey Raposa-Arcibald
(Print name)

3310 Mary Street, Suite 302

Witness Address

Coconut Grove, Florida 33133

Witness City, State, Zip


(Signature)

Aaron Oliver
(Print name)

(Print name)

3310 Mary Street, Suite 302

Witness Address

Coconut Grove, FL 33133

Witness City, State, Zip

Witnesses (as to Jorge Mas)

(Signature)

(Print name)

Witness Address

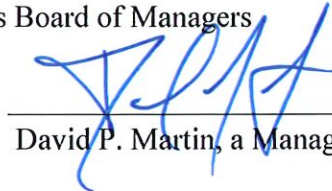
Witness City, State, Zip

(Signature)

(Print name)

Witness Address

Witness City, State, Zip

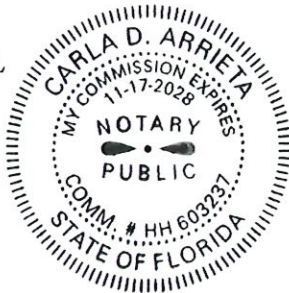

David P. Martin, a Manager

Jorge Mas, a Manager

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

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14th day of February, 2025, by **DAVID P. MARTIN**, as a Manager of **0101 MIAMI PROPERTIES, LLC**, a Delaware limited liability company. He is personally known to me or has produced _____ as identification, on behalf of the company.

NOTARY'S SEAL



NOTARY PUBLIC, STATE OF FLORIDA

Carla D. Arrieta
(Name of Acknowledger Typed, Printed or Stamped)

HH 603237
Commission Number

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 February, 2025, by **JORGE MAS**, as a Manager of **0101 MIAMI PROPERTIES, LLC**, a Delaware limited liability company. He is personally known to me or has produced _____ as identification, on behalf of the company.

NOTARY'S SEAL

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

0101 MIAMI PROPERTIES, LLC, a
Delaware limited liability company

By: Its Board of Managers

Witnesses (as to David P. Martin)

(Signature)

David P. Martin, a Manager

(Print name)

Witness Address

Witness City, State, Zip

(Signature)

(Print name)

Witness Address

Witness City, State, Zip

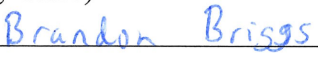
Witnesses (as to Jorge Mas)



(Signature)

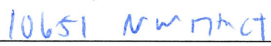


Jorge Mas, a Manager



(Print name)

(Print name)



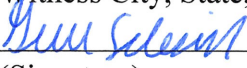
Witness Address

Witness Address



Witness City, State, Zip

Witness City, State, Zip



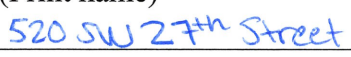
(Signature)

(Signature)



(Print name)

(Print name)



Witness Address

Witness Address



Witness City, State, Zip

Witness City, State, Zip

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS.:

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of February, 2025, by **DAVID P. MARTIN**, as a Manager of **0101 MIAMI PROPERTIES, LLC**, a Delaware limited liability company. He is personally known to me or has produced _____ as identification, on behalf of the company.

NOTARY'S SEAL

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

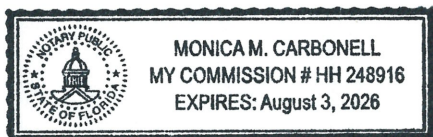
Commission Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS.:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th day of February, 2025, by **JORGE MAS**, as a Manager of **0101 MIAMI PROPERTIES, LLC**, a Delaware limited liability company. He is personally known to me or has produced _____ as identification, on behalf of the company.

NOTARY'S SEAL



Monica M. Carbonell

NOTARY PUBLIC, STATE OF FLORIDA
monica m. carbonell

(Name of Acknowledger Typed, Printed or Stamped)
HH 248916

Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

The land referred to herein is situated in the County of Miami-Dade, State of Florida, and is described as follows:

LOTS 7 THROUGH 22 IN BLOCK 51 N A.L. KNOWLTON MAP OF MIAMI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE WEST SEVEN AND ONE-HALF FEET (W. 7 1/2') OF LOTS 12 AND 13 CONVEYED TO CITY OF MIAMI BY RIGHT OF WAY DEEDS DATED FEBRUARY 5, 1925 AND RECORDED IN DEED BOOK 607, PAGE 298; AND DATED JANUARY 27, 1925 AND RECORDED IN DEED BOOK 607, PAGE 299, AND DATED DECEMBER 10, 1925 AND RECORDED IN DEED BOOK 825, PAGE 379; AND DATED DECEMBER 10, 1925 AND RECORDED IN DEED BOOK 825, PAGE 381.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO CITY OF MIAMI BY COUNTY DEED DATED MARCH 15, 1982 RECORDED IN OFFICIAL RECORDS BOOK 11419 AT PAGE 1352:

THE EAST 2.5 FEET OF THE WEST TEN (10') FEET OF LOT 12, BLOCK 51 N AND THAT EXTERNAL AREA OF A CIRCULAR CURVE HAVING A RADIUS OF 25' FEET AND CIRCUMSCRIBED BY ITS TANGENTS WHICH ARE THE NORTH LINE OF SAID LOT 12 AND A LINE PARALLEL TO AND TEN (10') FEET EAST OF THE WEST LINE OF LOT 12, ALL LYING AND BEING IN BLOCK 51 N A.L. KNOWLTON MAP OF MIAMI, AS RECORDED IN PLAT BOOK "B" AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO CITY OF MIAMI BY COUNTY DEED DATED MARCH 15, 1982 RECORDED IN OFFICIAL RECORDS BOOK 11419 AT PAGE 1352:

THE EAST 2.5 FEET OF THE WEST TEN (10') FEET OF LOT 13, BLOCK 51 N AND THAT EXTERNAL AREA OF A CIRCULAR CURVE HAVING A RADIUS OF 25 FEET AND CIRCUMSCRIBED BY ITS TANGENTS WHICH ARE THE SOUTH LINE OF SAID LOT 13 AND A LINE PARALLEL TO AND 10 (10') FEET EAST OF THE WEST LINE OF LOT 13, ALL LYING AND BEING IN BLOCK 51 N A.L. KNOWLTON MAP OF MIAMI, AS RECORDED IN PLAT BOOK "B" AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION BY COUNTY DEED DATED JULY 18, 2006 AND RECORDED IN OFFICIAL RECORDS BOOK 25246, PAGE 2852, OF THE PUBLIC RECORDS MIAMI DADE COUNTY, FLORIDA.

PORTIONS OF LOTS 12 AND 13, BLOCK 51 N, OF MAP OF MIAMI, DADE CO. FLA., AS RECORDED IN PLAT BOOK B, AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, LYING IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 1 (ALSO KNOWN AS SECTION 37 - JAMES HAGAN DONATION), TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS:

COMMENCE AT THE S.E CORNER OF SAID LOT 13; THENCE SOUTH 87°45'49" WEST ALONG THE SOUTH LINE OF SAID LOT 13, ALSO BEING THE NORTH RIGHT OF WAY

LINE OF N.W. 6TH STREET, A DISTANCE OF 26.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°45'49" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 12.67 FEET TO THE POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AND ALONG SAID NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 90°11'53", FOR AN ARC LENGTH OF 39.36 FEET TO THE POINT OF TANGENCY AND THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N.W. 7TH AVENUE, SAID EAST RIGHT OF WAY LINE LYING PARALLEL WITH AND 35.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 1; THENCE NORTH 02°02'18" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 250.46 FEET TO THE POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AND ALONG SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 24°45'16", FOR AN ARC LENGTH OF 10.80 FEET TO A NON-TANGENT LINE, THENCE SOUTH 04°05'35" EAST, ALONG SAID NON TANGENT LINE, A DISTANCE OF 21.41 FEET TO THE POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2992.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°52'33", FOR AN ARC LENGTH OF 150.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 06°58'08" EAST, A DISTANCE OF 99.45 FEET; THENCE SOUTH 49°36'09" EAST, A DISTANCE OF 23.03 FEET TO THE POINT OF BEGINNING.