

MEMORANDUM

Agenda Item No. 5(A)

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

DATE: October 9, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution revising, after a public hearing, the Inventory List of real property appropriate for use as affordable housing in accordance with section 125.379, Florida Statutes, to include five County-owned properties (Folio No. 30-3103-024-0020, 30-3111-040-0080, 30-3103-019-1100, 06-2126-020-0270, and 30-3110-053-0950) ("County properties"); declaring the County properties surplus; approving, pursuant to section 125.379, Florida Statutes, the conveyance of (1) Folio Nos. 30-3103-024-0020 and 30-3111-040-0080 to HW Plainview Enterprises LLC, a Florida limited liability company, (2) Folio No. 30-3103-019-1100 to Morales Palacio Developers Group, LLC, a Florida limited liability company, and (3) Folio Nos. 06-2126-020-0270, and 30-3110-053-0950 to Affordable Housing And Community Development, Inc., a Florida not-for-profit corporation for a nominal amount, for the purpose of developing such County property with affordable housing to be sold or rented to households whose income does not exceed 120 percent of area median income; directing the County Mayor to take all actions necessary to accomplish the conveyance of the properties; authorizing the Chairperson or Vice-Chairperson of the Board to execute County Deeds for such purpose; authorizing the County Mayor to take all actions necessary to effectuate the sale, to exercise any and all rights set forth in the County Deeds, and to negotiate and execute any rental regulatory agreement as required therein and enforce the provisions therein; and waiving Resolution Nos. R-407-19, R-130-06, R-758-21, R-376-11

Resolution No. R-917-25

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM (Revised)

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

DATE: October 9, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

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

Approved _____ Mayor

Agenda Item No. 5(A)

Veto _____

10-9-25

Override _____

RESOLUTION NO. _____ R-917-25

RESOLUTION REVISING, AFTER A PUBLIC HEARING, THE INVENTORY LIST OF REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, TO INCLUDE FIVE COUNTY-OWNED PROPERTIES (FOLIO NO. 30-3103-024-0020, 30-3111-040-0080, 30-3103-019-1100, 06-2126-020-0270, AND 30-3110-053-0950) (“COUNTY PROPERTIES”); DECLARING THE COUNTY PROPERTIES SURPLUS; APPROVING, PURSUANT TO SECTION 125.379, FLORIDA STATUTES, THE CONVEYANCE OF (1) FOLIO NOS. 30-3103-024-0020 AND 30-3111-040-0080 TO HW PLAINVIEW ENTERPRISES LLC, A FLORIDA LIMITED LIABILITY COMPANY, (2) FOLIO NO. 30-3103-019-1100 TO MORALES PALACIO DEVELOPERS GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND (3) FOLIO NOS. 06-2126-020-0270, AND 30-3110-053-0950 TO AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION FOR A NOMINAL AMOUNT, FOR THE PURPOSE OF DEVELOPING SUCH COUNTY PROPERTY WITH AFFORDABLE HOUSING TO BE SOLD OR RENTED TO HOUSEHOLDS WHOSE INCOME DOES NOT EXCEED 120 PERCENT OF AREA MEDIAN INCOME; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE CONVEYANCE OF THE PROPERTIES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE COUNTY DEEDS FOR SUCH PURPOSE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SALE, TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN THE COUNTY DEEDS, AND TO NEGOTIATE AND EXECUTE ANY RENTAL REGULATORY AGREEMENT AS REQUIRED THEREIN AND ENFORCE THE PROVISIONS THEREIN; AND WAIVING RESOLUTION NOS. R-407-19, R-130-06, R-758-21, AND R-376-11

WHEREAS, Miami-Dade County owns certain properties (Folio Nos. 30-3103-024-0020, 30-3111-040-0080, 30-3103-019-1100, 06-2126-020-0270, and 30-3110-053-0950), which are more fully described in Attachment “A” attached hereto and incorporated herein by reference (“County Properties”); and

WHEREAS, three housing developers, HW Plainview Enterprises LLC, a Florida limited liability company (“HW Plainview”), Morales Palacio Developers Group, LLC, a Florida limited liability company (“Morales Palacio”), Affordable Housing and Community Development, Inc., a Florida not-for-profit corporation (“AHCD”) (collectively the “Developers”), have requested that the County convey the County Properties, as described below, to develop such properties with affordable housing; and

WHEREAS, on September 27, 2024, HW Plainview requested the conveyance of two of the County Properties (Folio Nos. 30-3103-024-0020 and 30-3111-040-0080) for the purpose of constructing affordable housing; and

WHEREAS, a copy of HW Plainview’s application for the two properties is attached hereto as Attachment “B” and is incorporated herein by reference; and

WHEREAS, on December 11, 2023, Morales Palacio requested the conveyance of one of the County Properties (Folio No. 30-3103-019-1100) for the purpose of constructing affordable housing; and

WHEREAS, a copy of Morales Palacio’s application for the property is attached hereto as Attachment “C” and is incorporated herein by reference; and

WHEREAS, on February 11, 2025, AHCD requested the conveyance of two of the County Properties (Folio Nos. 06-2126-020-0270 and 30-3110-053-0950) for the purpose of constructing affordable housing; and

WHEREAS, a copy of AHCD's application is attached hereto as Attachment "D" and is incorporated herein by reference; and

WHEREAS, the Ownership Disclosure Affidavits of the Developers are attached hereto as Attachments "E," "F" and "G" and are incorporated herein by reference; and

WHEREAS, section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real properties that are appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

WHEREAS, this Board desires to declare the before-mentioned County Properties surplus, desires to revise the County's Affordable Housing Inventory List as required by section 125.379(1), Florida Statutes, to include such properties, and also finds that the properties are appropriate for future use as affordable housing; and

WHEREAS, the Developers will be required by the County Deeds, which are attached hereto, to develop the County Properties, subject to the County's reversionary interest and the deed restrictions contained therein, with affordable housing within three years as evidenced by final certificates of occupancy, and the Developers either selling or renting the dwelling units to very low-, low-, or moderate-income households whose incomes do not exceed 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, and in accordance with section 125.379, Florida Statutes; and

WHEREAS, there is an urgent and immediate need for affordable housing within the County; and

WHEREAS, in order to expedite the conveyance of the County Properties to the Agency, this Board wishes to waive the requirements of Resolution No. R-407-19; and

WHEREAS, subject to such due diligence review, this Board finds that it is in the County's and its residents' best interest to convey the County Properties as described above to the Developers for the construction of affordable housing,

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

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

Section 2. This Board revises the inventory list of real property appropriate for use as affordable housing, after a public hearing, in accordance with section 125.379, Florida Statutes, to include the five County properties (Folio Nos. 30-3103-024-0020, 30-3111-040-0080, 30-3103-019-1100, 06-2126-020-0270, and 30-3110-053-0950) ("County Properties"), and declares as surplus and finds that the County Properties are not needed for County purposes. In accordance with section 125.379, Florida Statutes, this Board further approves the conveyance of the County Properties, for nominal amount, as follows:

- (a) Two of the County Properties (Folio Nos. 30-3103-024-0020 and 30-3111-040-0080) to HW Plainview Enterprises LLC, a Florida limited liability company;
- (b) One of the County Properties (Folio No. 30-3103-019-1100) to Morales Palacio Developers Group, LLC, a Florida limited liability company;
- (c) Two of the County Properties (Folio Nos. 06-2126-020-0270 and 30-3110-053-0950) to Affordable Housing and Community Development, Inc., a Florida not-for-profit corporation, (collectively, the "Developers").

The conveyance of the County Properties shall be subject to the County's reverter and the following deed restrictions: (i) the Developers shall complete their affordable housing initiatives within two years from the recording of the County Deed executed in accordance with section 3 of this resolution as evidenced by final certificates of occupancy, and (ii) the Developers shall sell or rent the dwelling units to very low-, low-, or moderate-income households whose incomes do not exceed 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, and in accordance with section 125.379, Florida Statutes.

Section 3. This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deeds ("County Deeds"), in substantially the forms attached hereto and made a part thereof as Composite Attachment "H" and incorporated herein by reference, pursuant to section 125.411, Florida Statutes, and subject the limitations set forth sections 4 and 5 of this resolution.

Section 4. This Board directs the County Mayor or County Mayor's designee to conduct all necessary and required due diligence review, which shall include, but not be limited to, the following: (i) conducting all required background check information concerning the County Properties, and (ii) determining whether any obstacles or impediments exist to the respective conveyances of the County Properties to the Developers such as restrictions contained in deeds, restrictive covenants, or other contracts that would preclude the conveyance, or that would result in significant financial impact to the County ("Due Diligence Review"). Subject to a favorable outcome of the Due Diligence Review confirming that no obstacles or impediments exist to the respective conveyances (the "Condition"), the County Mayor or County Mayor's designee is directed to file a certificate or certificates with the Clerk confirming satisfaction of such Condition

(the “Certificate”) and upon the execution of the Certificate(s) this Board authorizes the Chairperson or Vice-Chairperson to execute the County Deeds as set forth in section 3 above.

Section 5. To the extent that any obstacles or impediments are identified, this Board further directs the County Mayor or County Mayor’s designee to expedite all necessary steps to resolve such issues in order to effectuate the conveyance, and thereafter, to negotiate and finalize the County Deeds, subject to the approval of the County Attorney’s Office, to effectuate the conveyance(s) of the County Property to the Developers.

Section 6. In the event the conveyances described herein cannot be accomplished, this Board directs the County Mayor or County Mayor’s designee to provide a status report to this Board within 60 days of the effective date of this resolution which shall at a minimum: (i) identify any obstacles or impediments which were identified that prevent or affect the conveyance(s) of the County Properties to the Developers, including, if applicable, any information which was not provided by the Developers in order to complete the conveyance(s); (ii) identify methods by which any identified obstacles or impediments can be eliminated, including any cost of same; and (iii) propose any recommended terms or restrictions for inclusion in the deeds and other conveyance documents. The report shall be placed on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board’s Rules of Procedure.

Section 7. This Board directs the County Mayor or County Mayor’s designee to finalize the County Deeds, which such County Deeds shall be finalized and approved by the County Attorney’s Office prior to their execution by the Chairperson or Vice-Chairperson of this Board. This Board further authorizes the County Mayor or County Mayor’s designee to exercise all rights set forth in the County Deeds, other than those reserved to this Board therein, including, but not limited to, exercising the County’s option to enforce its reversionary interest(s) after

conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or County Mayor's designee should exercise the County's reversionary interest(s), then the County Mayor or County Mayor's designee shall execute and record an instrument, or instruments, approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the respective Developers, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed, or deeds, which conveys the County Properties back to the County in the event the Developers is unable or fails to comply with the deed restrictions set forth in the deed(s). Upon the receipt of deed(s) from the Developers, the County Mayor or County Mayor's designee shall record such deed(s) in the Public Records of Miami-Dade County.

Section 8. In the event any of the properties are developed with rental affordable or workforce 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 hereto as Attachment "I" 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, including, but not limited to, negotiating the rents for each of the units constructed on the property; provided however, such rents shall be affordable, as defined in section 420.0004, 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 enforce the

provisions of the Rental Regulatory Agreement and exercise all rights set forth therein, and to record same in the Public Records of Miami-Dade County.

Section 9. This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with the rental regulatory agreement(s) described in section 8 above.

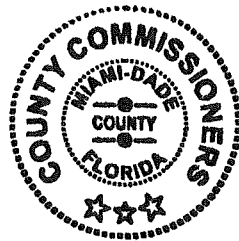
Section 10. This Board waives the requirements of Resolution Nos. (i) R-407-19 that the public notice be posted no less than four weeks prior to Board consideration; (ii) R-130-06 requiring agreements to be finalized and executed by all non-county parties; (iii) R-758-21, requiring the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property; and (iv) R-376-11, requiring background information concerning the properties be provided to the Board.

Section 11. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the deed(s), covenants, and any instrument creating or reserving a real property interest, or interests, 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 Commissioner Marleine Bastien. It was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastein** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 9th day of October, 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.

mmg

Richard Appleton
Melissa M. Gallo



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 08/14/2025

PROPERTY INFORMATION	
Folio	06-2126-020-0270
Property Address	720 NW 133 ST NORTH MIAMI, FL 33168-0000
Owner	MIAMI DADE COUNTY , ISD REAL ESTATE MANAGMENT
Mailing Address	111 NW 1 ST STE 2800 MIAMI, FL 33128
Primary Zone	0400 SGL FAMILY - 901-1200 SQF
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	8,031.87 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION				
Year	2025	2024	2023	
Land Value	\$240,956	\$217,142	\$176,543	
Building Value	\$0	\$0	\$0	
Extra Feature Value	\$0	\$0	\$0	
Market Value	\$240,956	\$217,142	\$176,543	
Assessed Value	\$213,616	\$194,197	\$176,543	

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$27,340	\$22,945	
County	Exemption	\$213,616	\$194,197	\$176,543

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

2024 Aerial Photography
200 ft

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$213,616	\$194,197	\$176,543
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$240,956	\$217,142	\$176,543
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$213,616	\$194,197	\$176,543
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$213,616	\$194,197	\$176,543
Taxable Value	\$0	\$0	\$0

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.miamidad.gov/info/disclaimer.asp>



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 06-2126-020-0270

Property Address: 720 NW 133 ST

Roll Year **2025** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	0400	Square Ft.	8,031.87	\$240,956

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 06-2126-020-0270

Property Address: 720 NW 133 ST

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	0400	Front Ft.	60.39	\$217,142

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 06-2126-020-0270

Property Address: 720 NW 133 ST

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	0400	Front Ft.	60.39	\$176,543

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 06-2126-020-0270

Property Address: 720 NW 133 ST

FULL LEGAL DESCRIPTION

DE PAULY HEIGHTS PB 49-8

LOT 7 BLK 2

LOT SIZE 60.390 X 133

OR 20531-4365 06 2002 5

COC 26506-3178 07 2008 3

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
06/22/2022	\$0	33253-3588	Federal, state or local government agency
08/12/2020	\$100	32245-1789	Corrective, tax or QCD; min consideration
06/02/2017	\$0	30575-1452	Federal, state or local government agency
10/20/2016	\$0	30290-1116	Federal, state or local government agency
11/10/2015	\$0	29867-1255	Federal, state or local government agency
02/04/2014	\$100	29016-2767	Corrective, tax or QCD; min consideration
07/01/2008	\$0	26506-3178	Sales which are disqualified as a result of examination of the deed
06/01/2002	\$0	20531-4365	Sales which are disqualified as a result of examination of the deed
08/01/2000	\$0	19225-1047	Sales which are disqualified as a result of examination of the deed
07/01/1999	\$0	18702-0563	Sales which are disqualified as a result of examination of the deed
08/01/1996	\$57,000	17309-2332	Sales which are qualified
09/01/1989	\$48,000	14273-2815	Sales which are qualified
08/01/1999	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 08/14/2025

PROPERTY INFORMATION	
Folio	30-3103-019-1100
Property Address	1909 NW 95 ST MIAMI, FL 33147-0000
Owner	MIAMI DADE COUNTY , ISD R/E MGMT
Mailing Address	111 NW 1ST STE 2460 MIAMI, FL 33128
Primary Zone	6061 UC CENTER - MIXED USE CORRIDOR (MC) 4 MAX HT
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
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	5,625 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$168,750	\$168,750	\$140,625
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$168,750	\$168,750	\$140,625
Assessed Value	\$134,763	\$122,512	\$111,375

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$33,987	\$46,238	\$29,250
County	Exemption	\$134,763	\$122,512	\$111,375
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

2024 Aerial Photography
200 ft

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$134,763	\$122,512	\$111,375
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$168,750	\$168,750	\$140,625
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$134,763	\$122,512	\$111,375
Taxable Value	\$0	\$0	\$0

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-019-1100

Property Address: 1909 NW 95 ST

Roll Year **2025** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6061	Square Ft.	5,625.00	\$168,750

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-019-1100

Property Address: 1909 NW 95 ST

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6061	Square Ft.	5,625.00	\$168,750

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-019-1100

Property Address: 1909 NW 95 ST

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6061	Square Ft.	5,625.00	\$140,625

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-019-1100

Property Address: 1909 NW 95 ST

FULL LEGAL DESCRIPTION

WOODLAND ADD PB 6-85
LOT 5 LESS S15FT FOR RD AND LESS
E5FT BLK 22
LOT SIZE 45 X 125
OR 20332-3783 0302 3

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
03/08/2018	\$0	30936-2417	Federal, state or local government agency
06/02/2017	\$0	30575-1435	Federal, state or local government agency
07/20/2016	\$0	30159-2886	Federal, state or local government agency
08/26/2014	\$100	29294-2428	Corrective, tax or QCD; min consideration
05/01/1988	\$0	13679-2348	Sales which are disqualified as a result of examination of the deed
06/01/1991	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 08/14/2025

PROPERTY INFORMATION	
Folio	30-3103-024-0020
Property Address	2116 NW 90 ST MIAMI, FL 33147-0000
Owner	MIAMI DADE COUNTY , ISD R/E MGMT
Mailing Address	111 NW 1ST STE 2460 MIAMI, FL 33128
Primary Zone	0100 SINGLE FAMILY - 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	7,300 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$189,800	\$131,093	\$131,093
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$189,800	\$131,093	\$131,093
Assessed Value	\$37,491	\$34,083	\$30,985

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$152,309	\$97,010	\$100,108
County	Exemption	\$37,491	\$34,083	\$30,985
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

2024 Aerial Photography
200 ft

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$37,491	\$34,083	\$30,985
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$189,800	\$131,093	\$131,093
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$37,491	\$34,083	\$30,985
Taxable Value	\$0	\$0	\$0

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-024-0020

Property Address: 2116 NW 90 ST

Roll Year **2025** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Square Ft.	7,300.00	\$189,800

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-024-0020

Property Address: 2116 NW 90 ST

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Front Ft.	100.00	\$131,093

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-024-0020

Property Address: 2116 NW 90 ST

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Front Ft.	100.00	\$131,093

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3103-024-0020

Property Address: 2116 NW 90 ST

FULL LEGAL DESCRIPTION

MOUNT MARIE PB 26-36
LOTS 2-3-4 LESS E10FT OF LOT 2
BLK 1
LOT SIZE 100 X 73
OR 17063-2079 & 2080 0195 1
COC 25918-0637 07 2006 4

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
08/13/2013	\$0	28800-2687	Corrective, tax or QCD; min consideration
07/01/2006	\$0	25918-0637	Sales which are disqualified as a result of examination of the deed
01/01/2005	\$40,000	23019-4866	Sales which are qualified
12/01/2003	\$0	22122-3529	Sales which are disqualified as a result of examination of the deed
01/01/1995	\$13,000	17063-2080	Sales which are qualified
12/01/1993	\$0	16155-0292	Sales which are disqualified as a result of examination of the deed
04/01/1973	\$6,500	00000-00000	Sales which are qualified

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 08/14/2025

PROPERTY INFORMATION	
Folio	30-3110-053-0950
Property Address	0 , FL
Owner	MIAMI DADE COUNTY , ISD R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
Primary Zone	6162 UC CENTER - MAIN STREET (MM) 6 MAX HT
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	7,500 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION				
Year	2025	2024	2023	
Land Value	\$300,000	\$375,000	\$375,000	
Building Value	\$0	\$0	\$0	
Extra Feature Value	\$0	\$0	\$0	
Market Value	\$300,000	\$375,000	\$375,000	
Assessed Value	\$36,170	\$32,882	\$29,893	

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$263,830	\$342,118	\$345,107
County	Exemption	\$36,170	\$32,882	\$29,893
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

2024 Aerial Photography
200 ft

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$36,170	\$32,882	\$29,893
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$300,000	\$375,000	\$375,000
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$36,170	\$32,882	\$29,893
Taxable Value	\$0	\$0	\$0

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3110-053-0950

Property Address: 0

Roll Year **2025** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MM	6162	Square Ft.	3,500.00	\$140,000
GENERAL	UC-MM	6162	Square Ft.	4,000.00	\$160,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3110-053-0950

Property Address: 0

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MM	6162	Square Ft.	3,500.00	\$175,000
GENERAL	UC-MM	6162	Square Ft.	4,000.00	\$200,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3110-053-0950

Property Address: 0

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MM	6162	Square Ft.	3,500.00	\$175,000
GENERAL	UC-MM	6162	Square Ft.	4,000.00	\$200,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3110-053-0950

Property Address: 0

FULL LEGAL DESCRIPTION

10 53 41
WEST LITTLE RIVER PB 14-75
LOTS 14 & 15 BLK 23 & W50FT OF
N1/2 OF TR 23-A OF REV PL W
LITTLE RIVER OF PB 34-19
LOT SIZE 7500 SQ FT
OR 15864-3169 0393 4
COC 22528-2517 06 2004 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
11/07/2014	\$0	29400-4204	Corrective, tax or QCD; min consideration
06/01/2004	\$25,000	22528-2517	Sales which are qualified
03/01/1993	\$0	15864-3169	Sales which are disqualified as a result of examination of the deed

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 08/14/2025

PROPERTY INFORMATION	
Folio	30-3111-040-0080
Property Address	8409 NW 14 CT MIAMI, FL 33147-0000
Owner	MIAMI DADE COUNTY , GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8047 VACANT GOVERNMENTAL : DADE COUNTY
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	4,400 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$114,400	\$114,338	\$114,338
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$114,400	\$114,338	\$114,338
Assessed Value	\$25,129	\$22,845	\$20,769

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$89,271	\$91,493	\$93,569
County	Exemption	\$25,129	\$22,845	\$20,769
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

2024 Aerial Photography
200 ft

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$25,129	\$22,845	\$20,769
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$114,400	\$114,338	\$114,338
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$25,129	\$22,845	\$20,769
Taxable Value	\$0	\$0	\$0

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3111-040-0080

Property Address: 8409 NW 14 CT

Roll Year **2025** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Square Ft.	4,400.00	\$114,400

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3111-040-0080

Property Address: 8409 NW 14 CT

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Front Ft.	44.00	\$114,338

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3111-040-0080

Property Address: 8409 NW 14 CT

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

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RU-1	0100	Front Ft.	44.00	\$114,338

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/14/2025

Property Information

Folio: 30-3111-040-0080

Property Address: 8409 NW 14 CT

FULL LEGAL DESCRIPTION

11 53 41

GLADESIDE PARK AMD PB 26-711/2

LOT 2 BLK 2

LOT SIZE 44.000 X 100

OR 26334-617 03 2008 3

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
04/01/2006	\$0	24960-1204	Sales which are disqualified as a result of examination of the deed
05/01/2004	\$0	22316-4048	Sales which are disqualified as a result of examination of the deed
10/01/1993	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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HW PLAINVIEW ENTERPRISES
CALVIN & NAKIA COLLINS
COLLINSNLG22@GMAIL.COM
786-488-7519

COMMISSIONER MARLEINE BASTIEN
915 NE 125th St, Suite 2A
Miami, FL 33161

Re: Acquisition of Surplus Infill Land to Provide Affordable Housing Homeownership

Dear Commissioner, Bastien,

This letter is being submitted to Miami -Dade County with respect to developing affordable multi and single-family housing for rental and home ownership. We have been paying attention to what you have been doing in District 2 and feel that our visions and goals are aligned when it comes to building our community. We believe that these properties that we are requesting from the County can be developed with affordable multi and single-family housing units. We have already done the necessary research for each of the sites, and we are ready to develop them. With respect to our request, we are requesting that the County convey the following properties, in accordance with Florida Statute 125.379, for the development of affordable housing units for homeownership:

- 30-3103-024-0020
- 30-3111-003-0030

P.O. Box 13672
Miami, Florida 33101



Fax: (786) 661-4840
VINCENT@MPDEVGRP.COM

MORALES PALACIO COMMUNITY DEVELOPMENT CORPORATION

Dated: December 31, 2023

Subject: Development Opportunities in District 2

Dear Commissioner Marleine Bastien and Staff,

Morales Palacio Developers Group, LLC is eager to express its interest in obtaining the first right of refusal for all infill lots and properties of one acre or more within District 2, as well as other properties encompassing the entire 79th Street corridor, Poinciana, and the surrounding area.

We are aware of the presence of Atlantic Pacific and Urban related groups as developers for Miami-Dade County. However, Morales Palacio Developers Group LLC is seeking the opportunity to serve as the primary developer for District 2 and respectfully requests Commissioner Marleine Bastien's consideration in this matter.

Our company is fully equipped with a professional team that is prepared to commence work immediately upon approval.

Thank you for your attention to this request.

Sincerely,

Vincent Stewart

Chief Operating Officer

Morales Palacio Developers Group LLC

Contact information: 786-715-2764

Email: vincent@mpdevgrp.com.

Courtesy Copy sent to:

Marleine Bastien (District2@miamidade.gov)

Roger Casteno (roger.castano@miamidade.gov)

Rhenie Daiger (rhenie.dalger@miamidade.gov)



13611 S. DIXIE HIGHWAY #109, SUITE 434, MIAMI, FL 33176
 WWW.AFFORDABLEFL.ORG | (786) 499-6015 | INFO@AFFORDABLEFL.ORG

Brandon Amira
 Director
 Affordable Housing and Community Development, Inc.
 13611 S. Dixie Highway, #109, Suite 434
 Miami, FL 33176
 (786) 499-6015
info@affordablefl.org

February 11, 2025

The Honorable Marleine Bastien
 Miami-Dade County Commissioner, District 2
 915 N.E. 125th Street, Suite 2A
 Miami, FL 33161
 (305) 694-2779
district2@miamidade.gov

Re: Request For Conveyance of Vacant Lots

Dear Commissioner Bastien,

I hope this message finds you well. My name is Brandon Amira, and I am writing to formally request the conveyance of one vacant lots located within District 2 for the purpose of developing affordable housing. As a dedicated advocate for sustainable and equitable development, I am committed to addressing the pressing need for affordable housing in our community, and I believe these lots present an excellent opportunity to contribute toward that goal.

The specific lots I am interested in are located at:

Folio #:	Address:	Legal Description:
06-2126-020-0270	720 NW 133rd St, North Miami, FL 33168	DE PAULY HEIGHTS PB 49-8 LOT 7 BLK 2 LOT SIZE 60.390 X 133 OR 20531-4365 06 2002 5 COC 26506-3178 07 2008 3
30-3110-053-0950	W of 2301 NW 79 ST	10 53 41 WEST LITTLE RIVER PB 14-75 LOTS 14 & 15 BLK 23 & W50FT OF N1/2 OF TR 23-A OF REV PL W LITTLE RIVER OF PB 34-19 LOT SIZE 7500 SQ FT OR 15864-3169 0393 4 COC 22528-2517 06 2004 1

Our proposal aims to develop these lots into single-family homes or duplexes, which will provide much-needed housing opportunities for low- to moderate-income families in the district. We have already secured funding for this project and have a proven track record of successfully completing similar developments. With our experience and resources, we are confident that we will be able to complete the project rapidly, ensuring that these homes are available to families as soon as possible.

We would also like to extend a special invitation to you to join us at ribbon-cutting ceremonies upon the completion and/or sale of these homes. These events offer a great opportunity to publicly celebrate the successful collaboration between your office and our team in advancing affordable housing in District 2. We are excited to shine a positive light on these initiatives through publicized events that highlight the impact on our community.

As part of our commitment, we have attached our portfolio, which highlights the relevant experience of our team in successfully executing similar projects. We are confident that this project will contribute positively to the district, not only by providing housing but also by promoting economic development and enhancing the overall quality of life for residents.

We understand the responsibility that comes with the conveyance of public land, and we assure you that our team has the experience, capacity, and vision to successfully execute this project. We are eager to work closely with your office to move this initiative forward and would be grateful for your sponsorship in presenting this request to the Board of County Commissioners.

We are happy to provide any additional information or meet with you at your earliest convenience to discuss this opportunity in more detail.

Thank you for your consideration of this important matter. We look forward to the possibility of collaborating with you to bring much-needed affordable housing to District 2.

Regards,

Handwritten signature of Brandon Amira in blue ink.

Brandon Amira, Director

Affordable Housing and Community Development, Inc.

Instrument Prepared by and Return To:

ISD/ Real Estate Development Division
 111 NW 1 Street, Suite 2460
 Miami, Florida 33128

Folio No.:

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
 COUNTY OF Miami-Dade)

Before me, the undersigned authority, personally appeared, Vincent Stewart ^{21st E.G.} this 26th day of August, 2025, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) Morales Palacio Developers Group, LLC whose address is 1955 NW 191 ST Ter Miami Gardens FL 33056 is the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property." The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

<u>Name</u>	<u>Address</u>	<u>Interest %</u>
<u>Lazara Elena Morales Palacio</u>	<u>1955 NW 191 ST Ter Miami Garden</u> ^{FL 33056}	<u>51 %</u>
<u>Vincent Leslie Stewart</u>	<u>1955 NW 191 ST Ter Miami Garden</u> ^{FL 33056}	<u>40 %</u>
<u>Maria de Jesus Morales Palacio</u>	<u>1955 NW 191 ST Ter Miami Garden</u> ^{FL 33056}	<u>9 %</u>

FURTHER AFFIANT SAYETH NOT.

El Pagan
Witness

Marah Pagan
Print

[Signature]
Witness

Tasha Insua
Print

AFFILIANT:

By: Vincent Stewart

Date: 8/21/2025

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 21st day of August, 2025, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Vincent Stewart, personally known to me, or proven, by producing the following identification: FL CDL to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami-Dade, in the County and State aforesaid, on this, the 21 day of August, 2025.

[Signature] (SEAL)
Notary Public

Emilio Galindo
Print Name
Notary Public, State of FL
My Commission expires 03/01/2028

NOTARY SEAL / STAMP



EMILIO GALINDO
Notary Public
State of Florida
Comm# HH485166
Expires 3/1/2028

AFFIDAVIT OF OWNERSHIP OF FLORIDA CORPORATION

I Brandon Amira ("Affiant"), hereby swear or affirm that the following representations are true and correct:

1. The information provided herein is for the Florida Corporation known as: AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT, INC. ("Corporation"), with an address of 13611 S. DIXIE HWY. #109, SUITE 434, MIAMI, FL 33176, and the following Federal Tax ID #: 81-2806684.
2. The following persons or entities constitute and are all of the shareholders of the Corporation who own two percent (2%) or more of the stock of the Corporation, officers of the Corporation, and directors of the Corporation:

<u>Full Name (Including Middle)</u>	<u>Title or Office</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Interest %</u>
Ronald Amira	D	10/22/1968	13611 S. DIXIE HWY. #109, SUITE 434, MIAMI, FL 33176	0
Noemi Amira	D	01/16/1965	13611 S. DIXIE HWY. #109, SUITE 434, MIAMI, FL 33176	0
Brandon Amira	D	02/20/1996	13611 S. DIXIE HWY. #109, SUITE 434, MIAMI, FL 33176	0

3. There are no shareholders, directors or officers of the aforesaid Florida Corporation other than the persons or entities set forth above.
4. There are no provisions in any Articles of Organization of the aforesaid Florida Corporation or in any bylaws of the aforesaid Florida Corporation which prohibit, restrict or limit in any way or in any manner the execution of a purchase and sale agreement or lease agreement for the property located at Folio #'s : 10-7813-054-0880 and 10-7813-054-0940, and to bind and obligate the aforesaid Florida Corporation as set forth in the foregoing instrument or document to effectuate the purchase and sale or lease of said property.
5. Affiant is authorized to execute this document on behalf of the aforesaid Florida Corporation and understands and acknowledges that it will be relied upon by Miami-Dade County.
6. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Signed, sealed and delivered in the presence of:

Brandon Amira

Witness

Brandon Amira

Print Name

[Signature]

Witness

Argenis Abinader

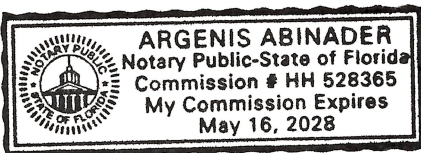
Print Name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on this 8 day of May, 2025, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Brandon Amira, personally known to me, or proven by producing the following identification: to be the Director of AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT, INC., a corporation existing under the laws of the State of Florida and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that he/she executed said instrument acting under the authority duly vested by said corporation freely and voluntary for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP



[Signature]
Notary Signature

Argenis Abinader

Printed Notary Name

Notary Public, State of Florida

My commission expires: May 16, 2028

Commission/Serial No. HH 528365

Instrument Prepared by and Return To:

ISD/ Real Estate Development Division
 111 NW 1 Street, Suite 2460
 Miami, Florida 33128

Folio No.: 30-3103-024-0020
 30-3111-040-0080

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
 COUNTY OF Miami Dade)

Before me, the undersigned authority, personally appeared, Calvin Collins on this 20th day of AUGUST, 2025, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) HW Plainview Enterprises LLC whose address is 2420 NW 60th St. is the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property." The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

<u>Name</u>	<u>Address</u>	<u>Interest %</u>
Yunique Collins		34
Calvin Collins		33
Narcia Collins		33

FURTHER AFFIANT SAYETH NOT.

Cal. Coll.

WITNESS

Calvin Collins

PRINT

[Signature]

Witness

Nakia Collins

Print

[Signature]

Witness

Yunique Collins

Print

AFFLIANT:

By: Cal. Coll.

Date: 8/20/25

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 20th day of AUGUST, 2025 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, CAVIN COLLINS, personally known to me, or proven, by producing the following identification: DL#C326189950000 to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 20th day of AUGUST, 2025

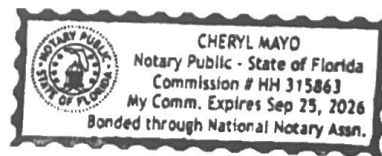
Notary Public (SEAL)

Cheryl Mayo
Print Name

Notary Public, State of Florida

My Commission expires 9/25/26

NOTARY SEAL / STAMP



ATTACHMENT “H”

Instrument prepared by and returned to:

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

Folio No: See Exhibit “A” attached.

COUNTY DEED

THIS COUNTY DEED (“Deed”), made this ____ day of _____, 2025 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter “County”), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HW PLAINVIEW ENTERPRISES LLC**, a Florida limited liability company (hereinafter “Developer”), whose address is 2420 NW 60th Street Miami, Florida 33142, 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 the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the “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:

1. That if the Properties shall be developed with single-family or multi-family affordable homes for sale, the developer shall be required to comply with the requirements of the Infill Housing Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County’s Infill Housing Initiative Guidelines, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental

housing as set forth in section 125.379, Florida Statutes, such housing will 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 Developer 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 Property.
4. That at financial closing if the Developer shall cause the Property to be developed with affordable or workforce rental housing, then the Developer shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.
5. That the Properties shall be developed and construction completed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Developer must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 15 below; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Developer 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
6. That the Properties shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units
7. That if the affordable housing developed on the Properties is sold to qualified households as set forth in paragraph 1 of this Deed and as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such

default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 15, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

8. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
9. That the Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
10. That the Developer shall require that the qualified household purchasing the eligible home in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

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

11. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 13 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 Properties in an amount(s) not to

exceed the lesser of: (i) the value of the cost of construction of the Property, which estimate shall be verified as set forth in section 10 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.

12. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
13. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the lesser of the cost of construction.
14. 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, or 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 Developer, notwithstanding the mortgage or change in ownership, until such deed restrictions are satisfied or released as set forth paragraph 16 below.
15. In the event that Developer mortgages the Properties without compliance with paragraphs 10 through 13 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.

16. 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

17. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole and absolute discretion, the County shall furnish the Developer 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.

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

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

(OFFICIAL SEAL)

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

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
(Deputy Clerk Signature)

By: _____
Anthony Rodriguez, Chairman

Print Name: _____

Date: _____

Approved for legal sufficiency:

By: _____
Melissa Gallo
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2025.

In agreeing and accepting this Deed, HW Plainview Enterprises, LLC, agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. HW Plainview Enterprises, LLC, agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of HW Plainview Enterprises LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 11th day of August, 2025, and it is hereby approved and accepted.

Cal. Coll.

Witness/Attest Signature

Calvin Collins

Print Name

2420 NW 60th St Miami, FL 33142

Print Name

Nak Collins

Witness/Attest Signature

Nakia Collins

Print Name

2420 NW 60th St Miami, FL 33142

Address

By:

Name:

Title:

Cal. Coll.
Calvin Collins
OWNER

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of AUGUST, 2025 by CALVIN COLLINS as OWNER on behalf of HW PLAINVIEW ENT a Florida LLC, and s/HE (HE) has produced FLORIDA DRIVERS LICENSE as identification or () is personally known to me.
C 326-189-95-000-0

Cheryl Mayo

Notary Public

State of Florida at Large

My Commission Expires:

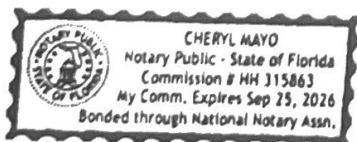


EXHIBIT "A"

MDC053

EXHIBIT "A"**LEGAL DESCRIPTION**

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3103-024-0020	MOUNT MARIE PB 26-36 LOTS 2-3-4 LESS E10FT OF LOT 2 BLK 1 LOT SIZE 100 X 73 OR 17063-2079 & 2080 0195 1 COC 25918-0637 07 2006 4
30-3111-040-0080	11 53 41 GLADESIDE PARK AMD PB 26-711/2 LOT 2 BLK 2 LOT SIZE 44.000 X 100 OR 26334-617 03 2008 3

Instrument prepared by and returned to:

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED ("Deed"), made this ____ day of _____, 2025 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **MORALES PALACIO DEVELOPERS GROUP, LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is P.O. Box 13672, Miami, Florida 33101, 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 the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "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:

1. That if the Properties shall be developed with single-family or multi-family affordable homes for sale, the developer shall be required to comply with the requirements of the Infill Housing Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing will 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 Developer 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 Property.
4. That at financial closing if the Developer shall cause the Property to be developed with affordable or workforce rental housing, then the Developer shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.
5. That the Properties shall be developed and construction completed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Developer must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 15 below; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Developer 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
6. That the Properties shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units
7. That if the affordable housing developed on the Properties is sold to qualified households as set forth in paragraph 1 of this Deed and as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the

County, at the option of the County, as set forth in paragraph 15, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

8. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
9. That the Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
10. That the Developer shall require that the qualified household purchasing the eligible home in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

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

11. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 13 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 Properties in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the

Property, which estimate shall be verified as set forth in section 10 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.

12. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
13. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the lesser of the cost of construction.
14. 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, or 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 Developer, notwithstanding the mortgage or change in ownership, until such deed restrictions are satisfied or released as set forth paragraph 16 below.
15. In the event that Developer mortgages the Properties without compliance with paragraphs _10_ through 13 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.

16. 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

17. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole and absolute discretion, the County shall furnish the Developer 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.

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

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

(OFFICIAL SEAL)

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

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
(Deputy Clerk Signature)

By: _____
Anthony Rodriguez, Chairman

Print Name: _____

Date: _____

Approved for legal sufficiency:

By: _____
Melissa Gallo
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2025.

In agreeing and accepting this Deed, Morales Palacio Developers Group, LLC, agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. Morales Palacio Developers Group, LLC agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of **Morales Palacio Developers Group, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 21st day of August, 2025, and it is hereby approved and accepted.

[Signature]
Witness/Attest Signature
Mariah Pagan
Print Name
2045 Biscayne Blvd Miami, FL 33137
Print Name

By: [Signature]
Name: Vincent L. Stewart
Title: Vice President

[Signature]
Witness/Attest Signature
Tasha Insua
Print Name
2045 Biscayne Blvd Miami, FL 33137
Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of August, 2025 by Vincent L. Stewart as Vice President, on behalf of Morales Palacio Developers Group, a Florida LLC, and s/he (☒) has produced FL CDL as identification or () is personally known to me.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: 03/01/2028

 **EMILIO GALINDO**
Notary Public
State of Florida
Comm# HH485166
Expires 3/1/2028

EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3103-019-1100	WOODLAND ADD PB 6-85 LOT 5 LESS S15FT For RD and LESS E5FT BLK22

Instrument prepared by and returned to:

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED ("Deed"), made this ____ day of _____, 2025 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT, INC.**, a Florida not-for-profit corporation, (hereinafter "Developer"), whose address is 13611 S. Dixie Highway #109, Suite 434, Miami, FL 33176, 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 the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "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:

1. That if the Properties shall be developed with single-family or multi-family affordable homes for sale, the developer shall be required to comply with the requirements of the Infill Housing Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing will 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 Developer 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 Property.
4. That at financial closing if the Developer shall cause the Property to be developed with affordable or workforce rental housing, then the Developer shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.
5. That the Properties shall be developed and construction completed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Developer must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 15 below; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Developer 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
6. That the Properties shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units
7. That if the affordable housing developed on the Properties is sold to qualified households as set forth in paragraph 1 of this Deed and as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 15, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

8. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
9. That the Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
10. That the Developer shall require that the qualified household purchasing the eligible home in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

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

11. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 13 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 Properties in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the Property, which estimate shall be verified as set forth in section 10 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.

12. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
13. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the lesser of the cost of construction.
14. 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, or 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 Developer, notwithstanding the mortgage or change in ownership, until such deed restrictions are satisfied or released as set forth paragraph 16 below.
15. In the event that Developer mortgages the Properties without compliance with paragraphs 10 through 13 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.
16. 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the

Developer, or if the Developer fails to construct and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

17. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole and absolute discretion, the County shall furnish the Developer 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.

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

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

(OFFICIAL SEAL)

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

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
(Deputy Clerk Signature)

By: _____
Anthony Rodriguez, Chairman

Print Name: _____

Date: _____

Approved for legal sufficiency:

By: _____
Melissa Gallo
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2025.

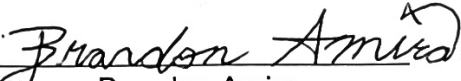
In agreeing and accepting this Deed, Affordable Housing & Community Development, Inc., agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. Affordable Housing & Community Development, Inc. agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of Affordable Housing & Community Development, Inc., a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 12 day of August, 2025, and it is hereby approved and accepted.



Witness/Attest Signature

Adrian Medina
Print Name
15219 Hton RD Miami Beach FL 33139
Print Name
Address

By: 
Name: Brandon Amira
Title: Director



Witness/Attest Signature

Aldo Cabrera
Print Name
15219 Hton RD Miami Beach FL 33139
Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of August, 2025 by Brandon Amira as Director, on behalf of AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT INC, a Florida FLDL Not-For-Profit Corporation, and s/he (he) has produced FLDL as identification or () is personally known to me.



ADRIAN MEDINA
Commission No. HH 357403
Expires October 9, 2025



Notary Public
State of Florida at Large

My Commission Expires: Oct 9 2025

MDC069

EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
06-2126-020-0270	LOT 7 BLK 2, DE PAULY HEIGHTS, according to the plat thereof recorded in Plat Book 49, Page 8, of the Public records of Miami-Dade County
30-3110-053-0950	10 53 41 WEST LITTLE RIVER PB 14-75 LOTS 14 & 15 BLK 23 & W50FT OF N1/2 OF TR 23-A OF REV PL W LITTLE RIVER OF PB 34-19 LOT SIZE 7500 SQ FT

ATTACHMENT "I"

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

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

MIAMI-DADE COUNTY **RENTAL REGULATORY AGREEMENT**

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

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

WHEREAS, in connection with the County Deed, dated _____, 2025, and recorded on _____, 2025, in the Official Records Book at _____ Page _____ of the Public Records of Miami-Dade County, Florida, Developer agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement

NOW, THEREFORE, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged as of _____, 20____, Developer, whose address is _____, its successors and assigns, and Miami-Dade County, a political subdivision of the State of Florida (the "**County**") having a principal address of 111 N.W. 1st Street, Miami, Florida 33128, through its Housing and Community Development Department (HCD), or successor department, 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** (the **“Units”**)]

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

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

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

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

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

Affordable: Rents, as defined herein.

WITNESSETH:

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

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

(B) This Agreement shall be a recorded restrictive covenant on the leasehold interest in the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the **“Project”**). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and

upon any purchaser, grantee, transferee, owner, and on the heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee or owner for the length of time that this Agreement shall be in force. Developer hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on Developer and its successors in interest, if any, for the period stated in the preamble above.

- (C) The Units shall include the following amenities: [INSERT AMENITIES]
- (D) Developer agrees that upon any violation of the provisions of this Agreement, the County, through its agent HCD, may give written notice thereof to Developer, by registered mail, at the address stated in this Agreement, or such other address or addresses as may subsequently be designated by Developer in writing to HCD, and in the event Developer does not cure such default (or take measures reasonably satisfactory to HCD to cure such default), within thirty (30) days after the date of notice, or within such further time as HCD may determine is necessary for correction, HCD may, without further notice, declare a default under the Lease, and effective upon the date of such default, HCD may apply to any court, County, State or Federal, for any specific performance of this Agreement; for an injunction against the violation of this Agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain. Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by any Leasehold Mortgagee or Mezzanine Financing Source as such terms are defined in the Lease, shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer. Copies of all notices which are sent to Developer under the terms of this Agreement shall also be sent to any Leasehold Mortgagee or Mezzanine Financing Source who shall have notified HCD of its name, address and interest prior to such notice.
- (E) Developer further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- (F) Developer agrees that the Units shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter “**HUD**”).
- (G) Developer agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one (1) year, (b) be renewed at the end of each term except for good cause or mutual agreement of Developer and residential tenant.
- (H) Developer agrees to comply with all applicable laws and regulations, including but not to those certain regulations more fully described in **Exhibit “C”**, attached hereto and

made a part hereof, or the most current versions of such rules, regulations, requirements and/or forms as adopted by the applicable governmental agency.

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

HCD and Developer agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if HCD (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 HCD (and HUD if applicable) determine is necessary to maintain continued financial viability of the Project.

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

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

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

IV. Occupancy Reports.

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

- (A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:
 - 1. Composition of each resident family,
 - 2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,

3. Income requirements,
 4. Eligibility factors,
 5. Demographic information to include racial and ethnic makeup of their tenants, and
 6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by Developer to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.
- (B) A list of all vacant apartments, as of the end date of the reporting period.
- (C) The total number of vacancies that occurred during the reporting period.
- (D) The total number of Units that were re-rented during the reporting period, stating family size and income.
- (E) Developer shall upon written request of HCD allow representatives of HCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

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

- (A) HCD shall annually inspect the Property, including all Dwelling Units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. Developer will be furnished a copy of the results of the inspection within thirty (30) days and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.
- (B) At other times, at the request of Developer or of any tenant, HCD may inspect any unit for violations to the property standards of any applicable federal, state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and Developer will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.
- (C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

VI. Lease Agreement, Selection Policy and Management Plan

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

- (A) Proposed form of resident application.
- (B) Proposed form of occupancy agreement.
- (C) Applicant screening and tenant selection policies.
- (D) Maintenance and management plan which shall include the following information:
 - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
 - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
 - 3. A list of equipment to be provided in each dwelling unit.
 - 4. A proposed schedule for replacement of dwelling equipment.
 - 5. A list of tenant services, if any, to be provided to residents.
- (E) At any time (monthly, quarterly, annually), Developer agrees that the County has the right to:
 - 1. Evaluate and test the Waiting List Policies.
 - 2. Pull records to review and assess any and all abnormalities relative to the demographic mix.
 - 3. Ensure fair and equal access to the units were offered by Developer and its agents.

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

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

VII. Affirmative Marketing Plan

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

persons/groups aware of the available housing, including, but not limited to the following activities:

1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
 2. Developer shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.
- (B) The Affirmative Marketing Program shall be submitted to HCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

VIII. Financial Reports

- (A) Annually, Developer shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the “**Operating Statement**”). HCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.
- (B) Developer will create a reserve for maintenance to be funded \$_____.00 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Developer and will be deemed satisfied by any deposits made by Developer in accordance with loan documents which contain a maintenance reserve requirement of at least \$300 per unit per year.

IX. Action by or Notice to the County

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

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

Copy to:

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

or any of their successor agencies or departments.

X. Recourse:

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

XI. Rights of Third Parties:

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

XII. Conflict with Other County Rental Regulatory Agreements:

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

SIGNATURES APPEAR ON FOLLOWING PAGES

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

DEVELOPER:

_____, a Florida _____

By:_____

Print Name: _____

Title: _____

Date: _____

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____ by _____, as _____ of _____, a Florida _____ on behalf of the company., is ☐ personally known to me or ☐ has produced identification.

NOTARY SEAL:

NOTARY PUBLIC

Print Name: _____

Commission No. _____

My Commission Expires:_____

MIAMI-DADE COUNTY, FLORIDA

By: _____

Name: Cathy Burgos

Title: Chief Community Services Officer

ATTEST:

**Juan Fernandez-Barquin,
Clerk of the Court and Comptroller**

By: _____

(Deputy Clerk Signature)

Print Name: _____

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Richard Appleton
Assistant County Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

Maximum Initial Approved Rental Rates*

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

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

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

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

NOTE:

LOAN DOCUMENT INFORMATION TO BE
PROVIDED FOLLOWING RECORDING OF
MORTGAGE

Mortgage Document No:_____

Date Recorded:_____

Book Number:_____

Page Number:_____

County: MIAMI-DADE
State: FLORIDA

CFN 2026R0007926
DR BK 35105 Pgs 4673-4680 (8Pgs)
RECORDED 01/06/2026 14:03:43
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED ("Deed"), made this 6 day of January, 2026 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HW PLAINVIEW ENTERPRISES LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 2420 NW 60th Street Miami, Florida 33142, 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 the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "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:

1. That if the Properties shall be developed with single-family or multi-family affordable homes for sale, the developer shall be required to comply with the requirements of the Infill Housing Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing will 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 Developer 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 Property.
4. That at financial closing if the Developer shall cause the Property to be developed with affordable or workforce rental housing, then the Developer shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.
5. That the Properties shall be developed and construction completed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Developer must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 15 below; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Developer 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
6. That the Properties shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units
7. That if the affordable housing developed on the Properties is sold to qualified households as set forth in paragraph 1 of this Deed and as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the



County, at the option of the County, as set forth in paragraph 15, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

8. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
9. That the Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
10. That the Developer shall require that the qualified household purchasing the eligible home in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

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

11. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 13 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 Properties in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the



Property, which estimate shall be verified as set forth in section 10 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.

12. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
13. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the lesser of the cost of construction.
14. 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, or 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 Developer, notwithstanding the mortgage or change in ownership, until such deed restrictions are satisfied or released as set forth paragraph 16 below.
15. In the event that Developer mortgages the Properties without compliance with paragraphs 10 through 13 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.



16. 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

17. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole and absolute discretion, the County shall furnish the Developer 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.

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



In agreeing and accepting this Deed, **HW Plainview Enterprises, LLC**, agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. **HW Plainview Enterprises, LLC**, agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of **HW Plainview Enterprises LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 30th day of December, 2025, and it is hereby approved and accepted.

Nakia Collins
Witness/Attest Signature
Nakia Collins

Print Name
11128 NW 17th AVE Miami, FL 33167
Print Name

Yurique Collins
Witness/Attest Signature
Yurique Collins

Print Name
11128 NW 17th AVE Miami, FL 33167
Address

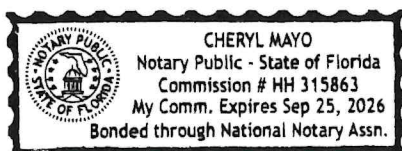
By: Cal. Coll.
Name: CALVIN COLLINS
Title: MANAGER

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of December, 2025 by CALVIN COLLINS as OWNER, on behalf of HW Plainview Enterprises LLC, and she () has produced FDL# C 326-169-95-000-0 as identification or () is personally known to me.

Cheryl Mayo
Notary Public
State of Florida at Large

My Commission Expires:



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

(OFFICIAL SEAL)



ATTEST: JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:

A handwritten signature in cursive script, appearing to read "Eva Osorio".

(Deputy Clerk Signature)

By:

A handwritten signature in cursive script, appearing to read "Anthony Rodriguez".

Anthony Rodriguez, Chairman

Print Name:

Eva Osorio - e405757

Date:

1/6/2025

Approved for legal sufficiency:

By:

A handwritten signature in cursive script, appearing to read "Melissa Gallo".

Melissa Gallo

Assistant County Attorney

The foregoing was authorized by Resolution No. **R-917-25**, approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 9th day of October, 2025.



EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3103-024-0020	MOUNT MARIE PB 26-36 LOTS 2-3-4 LESS E10FT OF LOT 2 BLK 1 LOT SIZE 100 X 73 OR 17063-2079 & 2080 0195 1 COC 25918-0637 07 2006 4
30-3111-040-0080	11 53 41 GLADESIDE PARK AMD PB 26-711/2 LOT 2 BLK 2 LOT SIZE 44.000 X 100 OR 26334-617 03 2008 3

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office. **JAN 06 2025** AD, 20____
JUAN FERNANDEZ BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County

Deputy Clerk *[Signature]*

Lisa Aguirre #308632



Instrument prepared by and returned to:

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

CFN 2026R0026142
OR BK 35116 Pgs 2928-2935 (8Pgs)
RECORDED 01/13/2026 12:32:34
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED ("Deed"), made this 13th day of January, 2026 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT, INC.**, a Florida not-for-profit corporation, (hereinafter "Developer"), whose address is 13611 S. Dixie Highway #109, Suite 434, Miami, FL 33176, 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 the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "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:

1. That if the Properties shall be developed with single-family or multi-family affordable homes for sale, the developer shall be required to comply with the requirements of the Infill Housing Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing will 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 Developer 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 Property.
4. That at financial closing if the Developer shall cause the Property to be developed with affordable or workforce rental housing, then the Developer shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.
5. That the Properties shall be developed and construction completed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Developer must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 15 below; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Developer 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
6. That the Properties shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units
7. That if the affordable housing developed on the Properties is sold to qualified households as set forth in paragraph 1 of this Deed and as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 15, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.



8. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
9. That the Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
10. That the Developer shall require that the qualified household purchasing the eligible home in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

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

11. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 13 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 Properties in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the Property, which estimate shall be verified as set forth in section 10 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.

12. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
13. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the lesser of the cost of construction.
14. 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, or 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 Developer, notwithstanding the mortgage or change in ownership, until such deed restrictions are satisfied or released as set forth paragraph 16 below.
15. In the event that Developer mortgages the Properties without compliance with paragraphs 10 through 13 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.
16. 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the



Developer, or if the Developer fails to construct and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

17. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole and absolute discretion, the County shall furnish the Developer 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.

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



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

(OFFICIAL SEAL)



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

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:

Eva Osorio

(Deputy Clerk Signature)

By:

Anthony Rodriguez

Anthony Rodriguez, Chairman

Print Name:

Eva Osorio - e405757

Date:

1/13/2026

Approved for legal sufficiency:

By:

Melissa Gallo

Melissa Gallo

Assistant County Attorney

The foregoing was authorized by Resolution No. **R-917-25** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 9th day of October, 2025.



In agreeing and accepting this Deed, Affordable Housing & Community Development, Inc., agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. Affordable Housing & Community Development, Inc. agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of **Affordable Housing & Community Development, Inc.**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 12 day of January, 2026, and it is hereby approved and accepted.

[Signature]
Witness/Attest Signature

Fiorella Acevedo
Print Name

7100 N Kendall Dr
Print Name

[Signature]
Witness/Attest Signature

Karla Argenal
Print Name

7100 N Kendall Dr
Address

By: [Signature]
Name: Ronald Martin Amico
Title: Managing Director

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of January, 2026 by Ronald Martin Amico as Managing Director, on behalf of Affordable Housing & Community Development, Inc. Florida Corp, and s/he (☒) has produced FL Drivers License as identification or () is personally known to me.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: 11/14/2027



Enrique Quinoa
Notary Public
State of Florida
My Commission Expires 11/14/2027
Commission No. HH 464285

EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
06-2126-020-0270	DE PAULY HEIGHTS PB 49-8 LOT 7 BLK 2
30-3110-053-0950	10 53 41 WEST LITTLE RIVER PB 14-75 LOTS 14 & 15 BLK 23 & W50FT OF N1/2 OF TR 23-A OF REV PL W LITTLE RIVER OF PB 34-19

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office 1/13 AD, 2026

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

Deputy Clerk

Lawrence Padilla #326642



Instrument prepared by and returned to:

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

CFN 2026R0039728
OR BK 35124 Pgs 3551-3558 (8Pgs)
RECORDED 01/20/2026 12:34:53
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED ("Deed"), made this 20th day of January, 2026 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **MORALES PALACIO DEVELOPERS GROUP, LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is P.O. Box 13672, Miami, Florida 33101, 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 the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "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:

1. That if the Properties shall be developed with single-family or multi-family affordable homes for sale, the developer shall be required to comply with the requirements of the Infill Housing Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Properties are developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing will 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 Developer 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 Property.
4. That at financial closing if the Developer shall cause the Property to be developed with affordable or workforce rental housing, then the Developer shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.
5. That the Properties shall be developed and construction completed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Developer must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 15 below; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Developer 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 two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
6. That the Properties shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units
7. That if the affordable housing developed on the Properties is sold to qualified households as set forth in paragraph 1 of this Deed and as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 15, and the Developer shall forfeit all monetary investments and improvements without



any compensation or right to compensation whatsoever.

8. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
9. That the Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
10. That the Developer shall require that the qualified household purchasing the eligible home in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

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

11. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the applicable requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 13 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 Properties in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the Property, which estimate shall be verified as set forth in section 10 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.

12. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the 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, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
13. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the lesser of the cost of construction.
14. 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, or 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 Developer, notwithstanding the mortgage or change in ownership, until such deed restrictions are satisfied or released as set forth paragraph 16 below.
15. In the event that Developer mortgages the Properties without compliance with paragraphs 10 through 13 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.
16. 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct and operate the Properties described herein in the manner and within the timeframe set forth in paragraph 4 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if the Developer ceases to operate the rental units as affordable housing for the duration of 20 years, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties. Any delay or failure to timely enforce any County's right or remedy shall not be construed as a waiver of such right, and this Deed may only be amended by written document mutually approved by Developer and the Board of County Commissioners, in its sole and absolute discretion.

17. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole and absolute discretion, the County shall furnish the Developer 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.

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



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

(OFFICIAL SEAL)



ATTEST: JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: *Eva Osorio*
(Deputy Clerk Signature)

By: *Anthony Rodriguez*
Anthony Rodriguez, Chairman

Print Name: Eva Osorio - e405757

Date: 1/20/2026

Approved for legal sufficiency:

By: *Melissa Gallo*
Melissa Gallo
Assistant County Attorney

The foregoing was authorized by Resolution No. **R-917-25** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 9th day of October, 2025.



In agreeing and accepting this Deed, Morales Palacio Developers Group, LLC, agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. Morales Palacio Developers Group, LLC agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

IN WITNESS WHEREOF, the representative of **Morales Palacio Developers Group, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 21st day of August, 2025, and it is hereby approved and accepted.

[Signature]
Witness/Attest Signature
Marah Pagan
Print Name
2045 Biscayne Blvd Miami, FL 33137
Print Name

[Signature]
Witness/Attest Signature
TASHA INSUA
Print Name
2045 Biscayne Blvd Miami, FL 33137
Address

By: [Signature]
Name: Vincent L. Stewart
Title: Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of August, 2025 by Vincent L. Stewart as Vice President, on behalf of Morales Palacio Developers Group, LLC, a Florida LLC, and s/he (☒) has produced FL CDL as identification or () is personally known to me.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: 03/01/2028



EMILIO GALINDO
Notary Public
State of Florida
Comm# HH485166
Expires 3/1/2028



EXHIBIT "A"

LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3103-019-1100	WOODLAND ADD PB 6-85 LOT 5 LESS S15FT FOR RD AND LESS E5FT BLK22

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office

JAN 20 2026

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

Deputy Clerk

Jazlyn Gator
Jazlyn Gator

