

# MEMORANDUM

Agenda Item No. 5(B)

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**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 20, 2020

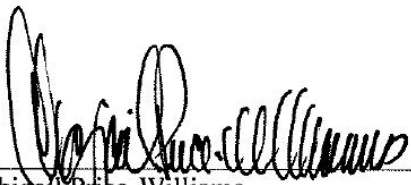
**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution declaring surplus one County-owned property (folio no. 30-3122-001-0010) located in unincorporated Miami-Dade County, and revising the inventory list of real property appropriate for use as affordable housing, after a public hearing, to include such property in accordance with section 125.379(1), Florida Statutes; authorizing conveyance, pursuant to section 125.379(2), Florida Statutes, of such property to New Urban Development LLC, a Florida limited liability company and an affiliate of the Urban League of Greater Miami, Inc., a Florida not-for-profit corporation, at a price of \$10.00, for the purpose of developing such property with affordable housing to be rented to extremely low-, very low-, and low-income households in accordance with section 125.379, Florida Statutes, and the applicable laws and regulations governing the Community Development Block Grant Program; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed; and authorizing the County Mayor to take all action necessary to effectuate the conveyance, to enforce the provisions set forth in such County Deed, to execute a Rental Regulatory Agreement and enforce the provisions therein, and to ensure placement of appropriate signage

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Resolution No. R-1063-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.

  
Abigail Price-Williams  
County Attorney

APW/smm



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 20, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 5(B)

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 \_\_\_\_, 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) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(B)  
10-20-20

RESOLUTION NO.      R-1063-20

RESOLUTION DECLARING SURPLUS ONE COUNTY-OWNED PROPERTY (FOLIO NO. 30-3122-001-0010) LOCATED IN UNINCORPORATED MIAMI-DADE COUNTY, AND REVISING THE INVENTORY LIST OF REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING, AFTER A PUBLIC HEARING, TO INCLUDE SUCH PROPERTY IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, OF SUCH PROPERTY TO NEW URBAN DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY AND AN AFFILIATE OF THE URBAN LEAGUE OF GREATER MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTY WITH AFFORDABLE HOUSING TO BE RENTED TO EXTREMELY LOW-, VERY LOW-, AND LOW-INCOME HOUSEHOLDS IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, AND THE APPLICABLE LAWS AND REGULATIONS GOVERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE CONVEYANCE, TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED, TO EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

**WHEREAS**, it has been reported that Miami-Dade County continues to be one of the most unaffordable places in the country to live; and

**WHEREAS**, this Board desires to encourage and facilitate the development of affordable housing for extremely low-, very low-, low-, and moderate-income households; and

**WHEREAS**, this Board desires to utilize and convey County land for the development of such affordable housing; and

**WHEREAS**, New Urban Development, LLC, is a Florida limited liability company and the housing development affiliate of the Urban League of Greater Miami, Inc., a Florida not-for-profit corporation (collectively referred to as “New Urban Development”); and

**WHEREAS**, New Urban Development has over 65 years of experience and has been responsible for the construction of over 1,000 affordable housing units in Miami-Dade County, including, but not limited to, the Superior Manor Apartments and the Villages Apartments, which were funded through the Documentary Stamp Surtax and/or HOME Investment Partnership programs; and

**WHEREAS**, New Urban Development has an additional 1,200 affordable housing units in the pre-development stage; and

**WHEREAS**, New Urban Development submitted an application to the County Commissioner of District 3, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference, requesting that the County convey to it three County-owned vacant properties that are located in unincorporated Miami-Dade County; and

**WHEREAS**, notwithstanding New Urban Development’s request, this Board is only willing to convey one of the County properties (Folio No. 30-3122-001-0010) (the “property”) because the other two properties are properties that are subject to certain federal public housing restrictions; and

**WHEREAS**, the property is more fully described in Attachment “B,” attached hereto and incorporated herein by reference; and



**WHEREAS**, New Urban Development proposes to develop the property with affordable multifamily housing to be rented to extremely low-, very-low, and low-income households, as these terms are defined in section 420.0004, Florida Statutes, and in accordance with section 125.379, Florida Statutes, and in accordance with section 125.379, Florida Statutes, and the federal laws and regulations governing the Community Development Block Grant (“CDBG”) program; and

**WHEREAS**, this Board believes that the development of the property will not only provide much needed affordable housing in the County, but the development of the property by New Urban Development will assist the County in reaching its goal of providing 10,000 affordable and workforce housing units to the residents of Miami-Dade County; and

**WHEREAS**, accordingly, this Board believes that the conveyance of the property to New Urban Development is in the best interest of the County and the residents of Miami-Dade County; and

**WHEREAS**, in accordance with Administrative Order No. 8-4, Miami-Dade Internal Services Department has announced the availability of the property to all County departments to determine if they are interested in the property, but no County department has expressed an interest in it; and

**WHEREAS**, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the property is attached hereto in Attachment “C” and incorporated herein by reference; and

**WHEREAS**, this Board has reviewed the information in Attachment “C,” and this Board is satisfied; and

**WHEREAS** section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real property 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**, as described in Attachment “C,” the property has not been declared surplus and has not been included on the County’s inventory list of affordable housing sites (“affordable housing inventory list”) as required by section 125.379(1), Florida Statutes; and

**WHEREAS**, this Board desires to declare the property surplus, desires to revise the affordable housing inventory list to include such property, and also finds that the property is appropriate for use as affordable housing; and

**WHEREAS**, on April 15, 2019, this Board adopted Resolution No. R-407-19, which requires the County Mayor or the County Mayor’s designee to provide written notice to the public no less than four weeks prior to consideration by this Board, or any Committee of this Board, of any proposed conveyance or lease of County-owned property without competitive bidding under section 125.379, Florida Statutes; and

**WHEREAS**, on September 22, 2020, New Urban Development complied with the requirements of Resolution No. R-407-19 by posting a sign on the property; and

**WHEREAS**, subject to a reverter, the property will be conveyed to the New Urban Development, which shall cause the property to be developed within 48 months of the recording of the deed, unless such time is extended at the discretion of this Board, and subject to the execution of a rental regulatory agreement to be recorded against the property, with an affordable multifamily development with units to be rented to extremely low-, very-low, and low-income households; provided, however, under no circumstances shall the units be rented to households whose incomes

exceed 120 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County and as required by section 125.379, Florida Statutes; and

**WHEREAS**, additionally, the conveyance of the property is also subject to the New Urban Development complying with the requirements prescribed by the laws and regulations governing the CDBG program, including, but not limited to, renting at least 51 percent of the units to households whose incomes do not exceed 80 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County,

**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 declares one County-owned property (Folio No. 30-3122-001-0010) (the “property”) located in unincorporated Miami-Dade County, Florida, as surplus, and, after a public hearing, revises the affordable housing inventory list to include the property in accordance with section 125.379(1), Florida Statutes.

**Section 3.** Pursuant to section 125.379(2), Florida Statutes, this Board hereby approves the conveyance of the property, for a price of \$10.00, to New Urban Development, LLC, a Florida limited liability company and the housing development affiliate of the Urban League of Greater Miami, Inc., a Florida not-for-profit corporation (collectively referred to as “New Urban Development”). New Urban Development shall cause the property to be developed within 48 months of the recording of the County Deed executed in accordance with section 4 below, unless extended at the sole discretion of this Board. The property shall be developed with an affordable multifamily development to be rented to extremely low-, very-low, and low-income households,

as these terms are defined in section 420.0004, Florida Statutes, the federal laws and regulations governing the Community Development Block Grant (“CDBG”) program, and the terms of a rental regulatory agreement approved by the County and recorded in the public records of Miami-Dade County as set forth in section 6 of this resolution. Notwithstanding the foregoing, under no circumstances shall the units be rented to households whose incomes exceed 120 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County and as required by section 125.379, Florida Statutes.

**Section 4.** Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed, in substantially the form attached hereto as Attachment “D” and incorporated herein by reference.

**Section 5.** This Board authorizes the County Mayor or the County Mayor’s designee to take all actions necessary to effectuate the conveyance of the property, including termination of any existing permits, and to exercise any and all rights set forth in the County Deed, including, but not limited to, exercising the County’s option to enforce its reversionary interest after conducting due diligence. In the event the County Mayor or the County Mayor’s designee should exercise the County’s reversionary interest, then the County Mayor or the County Mayor’s designee shall execute and record an instrument approved by the County Attorney’s Office in the public records of Miami-Dade County and provide a copy of such instrument to the Property Appraiser. This Board further authorizes the County Mayor or the County Mayor’s designee to receive on behalf of the County from the New Urban Development, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed which conveys the property back to the County, in whole or in part, in the event the New Urban Development is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed from

New Urban Development, the County Mayor or the County Mayor's designee shall record such deed in the public records of Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the 48-month period to construct the multi-family affordable development described herein shall be subject to this Board's approval.

**Section 6.** This Board authorizes the County Mayor or the 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 "E" and incorporated herein. The County Mayor or the County Mayor's designee is authorized to negotiate rents for each of the units constructed on the property with New Urban Development; however such rents shall be based upon, for at least 51 percent of the units, 80 percent of area median income, and for the remainder of units, no more than 120 percent of area median income, as determined for Miami-Dade County by the United States Department of Housing and Urban. The County Mayor or the County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or the County Mayor's designee or New Urban Development to record the rental regulatory agreement in the public records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

**Section 7.** This Board further directs the County Mayor or the County Mayor's designee to: (i) provide copies of the County Deed to the Property Appraiser's Office; (ii) ensure that proper signage is placed on the property identifying the County's name and the name of the district commissioner; and (iii) appoint staff to monitor compliance with the terms of the conveyance.

**Section 8.** This Board directs the County Mayor or the County Mayor’s designee, pursuant to Resolution No. R-974-09, to record in the public record the County Deed, covenants, and reverters creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Chairwoman Audrey M. Edmonson. It was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	<b>aye</b>		
Rebeca Sosa, Vice Chairwoman	<b>aye</b>		
Esteban L. Bovo, Jr.	<b>absent</b>	Daniella Levine Cava	<b>aye</b>
Jose “Pepe” Diaz	<b>absent</b>	Sally A. Heyman	<b>aye</b>
Eileen Higgins	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Joe A. Martinez	<b>aye</b>	Jean Monestime	<b>absent</b>
Dennis C. Moss	<b>aye</b>	Sen. Javier D. Souto	<b>aye</b>
Xavier L. Suarez	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 20<sup>th</sup> day of October, 2020. 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

HARVEY RUVIN, CLERK

By:           **Melissa Adames**            
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "BKN", written over a horizontal line.

Brenda Kuhns Neuman

December 23, 2019

Chairwoman Audrey M. Edmonson  
District 3  
5400 NW 22<sup>nd</sup> Ave  
Suite 701  
Miami, FL 33142

Re: Proposal for Brownsville Affordable Housing Development

Ms. Edmonson,

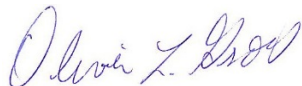
New Urban Development LLC (NUD), an affiliate of the Urban League of Greater Miami, Inc. is submitting a proposal for three Miami Dade County owned parcels located at the intersection of NW 54<sup>th</sup> Street and NW 26<sup>th</sup> Avenue; folio: 30-3122-001-0010, folio: 30-3122-001-0140, folio: 30-3122-001-0130, Miami, FL 33142. The proposed project is the new construction of a development providing a mix of affordable housing. NUD would like to formally request the land conveyance of the properties mentioned above for the redevelopment proposal described below.

NUD proposes approximately 50 one, two and three-bedroom affordable housing units with surface parking to accommodate all components of the development.

For consideration, enclosed is a complete proposal package including proposed project description, design narrative, site photos with sample renderings, financing and budget information, projected timeline for proceeding, NUD/ULGMI background, market analysis and management company information.

I hope this provides you what you need for the favorable consideration of NUD for this development. We look forward to continuing to serve our community, together. Please let us know if you need anything more information, we are available to further discussions at your earliest convenience.

Sincerely,



Oliver L. Gross  
President  
New Urban Development LLC



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- C. Developer References
- D. Detailed list of completed projects
- E. Management Entity & Experience

## 1) Project Plan & Design

### A. Project Description

New Urban Development LLC (NUD), an affiliate of the Urban League of Greater Miami, Inc. is submitting a proposal for three Miami Dade County owned parcels located at the intersection of NW 54<sup>th</sup> Street and NW 26<sup>th</sup> Avenue; folio: 30-3122-001-0010, folio: 30-3122-001-0140, folio: 30-3122-001-0130, Miami, FL 33142. The proposed project is the new construction of a development providing a mix of affordable housing. NUD would like to formally request the land conveyance of the properties mentioned above for the redevelopment proposal described below.

NUD proposes approximately 50 one, two and three-bedroom affordable housing units with surface parking to accommodate all components of the development. NUD intends to work jointly with Ambassador Investment & Realty, LLC to develop of the project. The target demographic for the development are residents whose average medium income (AMI) ranges from 28% of the AMI to 60% of the AMI levels in the Miami-Dade County. The income breakdown for the proposed development plan are as follows; There will be five (5) units for tenant who qualify at 28%% AMI and below, the remaining forty-five (45) units will be available to tenants who qualify at 60% AMI and below. This income limit mix provides 100% of the proposed units to serve tenants who are at 60% or below of the average medium income.

Proposed project financing would likely consist of Tax-Exempt Bonds, Miami- Dade Surtax funds and private or LIHTC equity. NUD is prepared to present detailed pro forma and financing plans as precise affordability targets are developed. NUD has presented in this proposal a high-level look at the proposed financing structure for review.

### B. Conceptual Design Narrative

New Urban Development is proposing a six-story multifamily housing development consisting of one, two, and three-bedroom apartments units. The residential unit mix that makes up the 50 total proposed units are ten (10) one-bedroom units, thirty (30) two-bedroom units and ten (10) three-bedroom units. The one-bedroom units will be approximately 700 square feet in size, while the two-bedrooms will be at approximately 950 square feet and the three-bedrooms at approximately 1,200 square feet.

The following is a list of features and amenities that NUD attempts to utilize in each of its projects and will attempt to place here, subject to space and budget considerations.

#### General Features:

- Wood Cabinets
- Hard Surface Counter Tops
- Stainless Steel Appliances
- Increased Closet Space
- Washer & Dryers in the Units
- Ceiling Fans
- Dishwashers
- Controlled access

- Exercise Room
- Community Room
- Computer Labs
- Library
- Carpet meets CRI emission levels
- Low VOC paint
- Smoke-free public spaces
- Secure bicycle storage for residents
- Pedestrian friendly design

Energy Conservation:

- Energy Efficient Air Conditioning Systems
- Energy Star appliances
- Energy Star lighting
- Energy Star efficient windows featuring low-emittance coatings
- Energy Star ceiling fans in all bedrooms and living areas
- Insulation featuring high R values to resist heat flow
- Motion detected lighting for public areas and corridors
- Photocell lighting for exterior buildings and the entire site
- Programmable thermostats in all units
- Apartment exterior doors located within breezeway, no direct solar radiation

Water Efficiency:

- Low-flow faucets, showerheads, and toilets.
- Reclaimed water for irrigation systems and drought-resistant plants

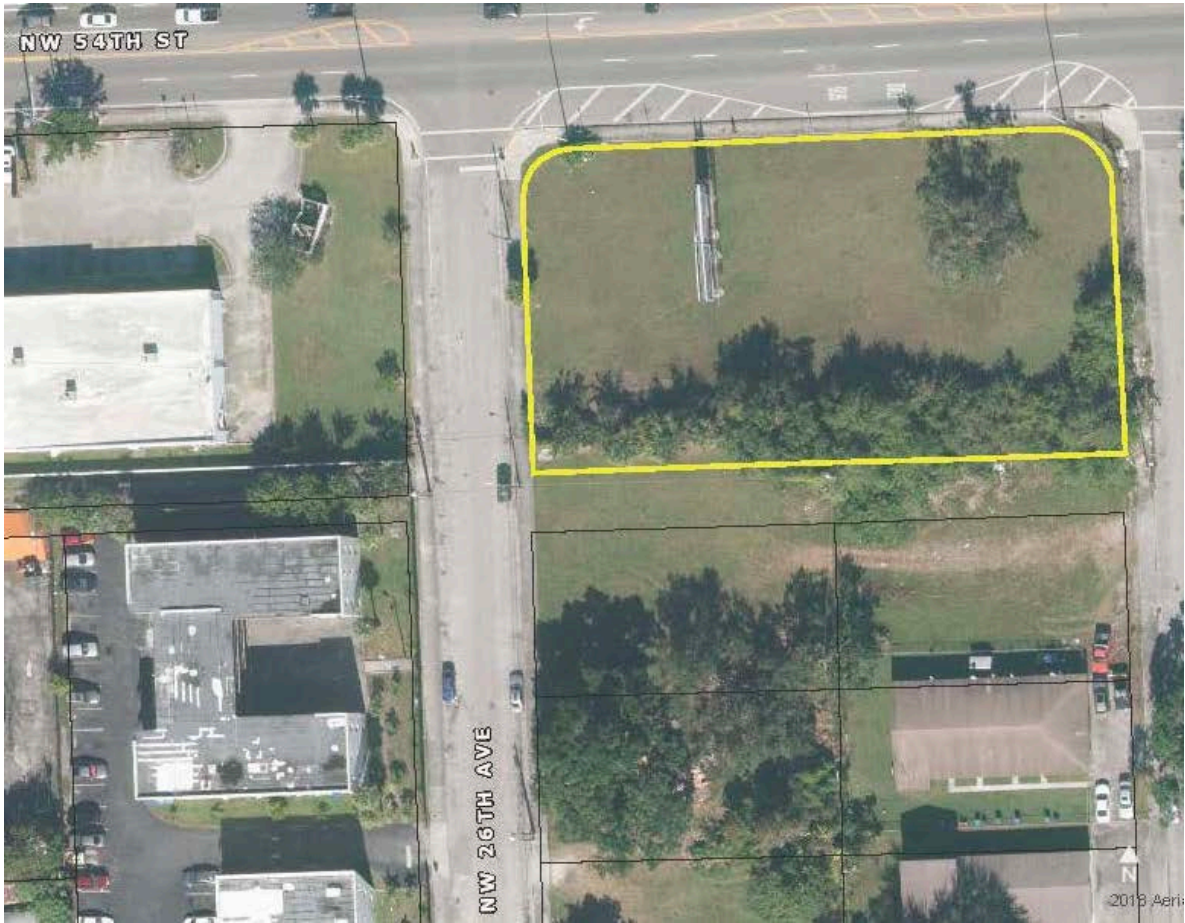
Site Sustainability:

- Centrally located sites
- Secure bicycle storage for residents
- Pedestrian friendly design
- Recycled playground, equipment, and outdoor furniture

Storm water Treatment:

- Storm water protection plan & monitoring in place during construction.
- Silt fences erected around limits of clearing and grading

**C. Site Location and Current Lot Configuration**









### D. Sample Renderings



## E. Development Timeline

	Start Date	Completion Dates	Duration (days)	Duration (months)
<b>Overall Project Timeline</b>	2/1/20	9/1/22	930	31.0
Market Study	2/1/20	3/1/20	30	1.0
Operating Agreements	2/1/20	3/1/20	30	1.0
Conceptual Design Drawings	2/1/20	3/1/20	30	1.0
Appraisal	2/1/20	3/1/20	30	1.0
Environmental and Soil Reports	2/1/20	3/1/20	30	1.0
Lot Consolidation/ Unity of Title/ Covenant in Lien	2/1/20	3/1/20	30	1.0
Property Surveys	2/1/20	3/1/20	30	1.0
Site Plan Approval	3/1/20	5/1/20	60	2.0
Construction Drawings	5/1/20	8/1/20	90	3.0
Construction Bids Solicitation and Process	8/1/20	9/1/20	30	1.0
Selection of General Contractor	9/1/20	9/1/20	0	0.0
Permit Approval	9/1/20	3/1/21	180	6.0
Financial Closing Due Diligence	3/1/21	5/1/21	60	2.0
Start of Construction	5/1/21	9/1/21	120	4.0
50% Construction Completion	9/1/21	1/1/22	120	4.0
75% Construction Completion	1/1/22	5/1/22	120	4.0
100% Construction Completion	5/1/22	9/1/22	120	4.0
Unit Leased to 90% Occupancy	7/1/22	11/1/22	120	4.0
<b>Financial Closing</b>		5/1/21		
<b>Construction Completion</b>		9/1/22		
<b>Stabilization</b>		11/1/22		

## F. Project Developer

### *Corporate Overview of Developer*

The Urban League of Greater Miami Inc. is one of South Florida's most exalted community service organizations. Proving to be a leader and putting service first in the African American and other underserved populations and communities. For the past 65 years, we have made it our mission to improve the lives of people living on the margins of society in Miami-Dade County. In our attempts to do so, we've created a number of initiatives targeted to assist the lives of our constituents and bring about a fuller, more equitable quality of life.

In an effort to provide a holistic approach to servicing our target population, we recognized a critical need for clean, quality, affordable housing. Over the past twenty years, we took a measured approach into housing development. Our desire to serve brought about the creation of our affordable housing arm, New Urban Development. New Urban is responsible for the acquisition, development, and operation of properties on behalf of the Urban League of Greater Miami.

Through various strategic partnerships, we have developed, owned and managed over 1,500 units of affordable housing. At present, we have over 1,200 units in the pre-development stage. Through following the strategies set forth by our executive management team, we have been able to achieve success and generate a great volume of units.

Our CEO, Mr. T. Willard Fair, has been president of our organization for more than 50 years. Our leadership is experienced and results oriented, Mr. Oliver L. Gross, former



Director of Development for the Urban League, is currently the President of New Urban Development. Our leadership team is responsible for the growth and the burgeoning opportunities currently before our organization. With great skill, they've prepared our organization for the challenges facing the future of the affordable housing industry.

At present, we have developed over thirteen housing projects. We are currently managing multiple properties and recently completed two projects with an average size of 140 units. All of our operating properties enjoy both physical and economic occupancy levels at 95% and are currently serving low, very low, and moderate-income families at eighty percent and below area median income. We have properties specifically designed for individuals at thirty to one hundred and forty percent of the area median income as well. Our primary residents include single parents, female heads of household, the disabled, seniors, and working families.

Our integrity and reputation for benefitting our clients and investors has earned us a reputation second to none for being financially capable, community oriented, and client responsive. Our orientation has always been to take care of our constituents while providing a healthy return to investors. Being able to do both consistently is why we've stood the test of time, earning the trust of both the community and our financial partners. This enables us to enter challenging markets and complete major developments.

Throughout our history as community builders, we have found that we both possess and demonstrate the ability to seize opportunity and make great change among the communities we serve.

### **EXPERIENCE WITH SBE/MBE/WBE & SECTION 3**

New Urban Development, LLC (NUD) has a proven record of successfully attracting Minority and Women-Owned Businesses to its development projects. New Urban actively recruits SBE/MBE/WBE and "Section 3" subcontractors (who live locally and are either low or very-low income residents of the community) and subsequently monitors the results through periodic subcontractor compliance reporting. The New Urban team refined the concept of utilizing local advertising and community agencies to secure hires within the surrounding communities. Working closely with the selected contractors and the local contracting organizations, New Urban has regularly secured unprecedented participation in its developments. Even after construction we find that the contractors often continue to utilize, both the skilled and unskilled trades they've secured through our efforts. They're also providing the necessary mentorship to allow for long-term employment for these workers improving the local economy.

The NUD team will be responsible for planning, implementing and tracking the project's Section 3 training and employment goals. NUD will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation, as relevant.

### **Financial Capability**

NUD and ULGM are financially stable with an eight-figure net worth and growing liquidity that we are prepared to leverage for this project. We've been able to use our financial capacity in support of securing project financing currently totaling approximately \$70,000,000.

#### **G. Contact Information**

Oliver L. Gross, President  
New Urban Development LLC  
8500 NW 25<sup>th</sup> Avenue, Miami, Florida 33147  
305-696-4450; [oliverg@nudllc.org](mailto:oliverg@nudllc.org)

## 2) Financial Plan and Budget

### A. Preliminary Sources and Uses

<b>Sources</b>	<b>Amount</b>
Permanent Debt	\$3,250,000
Miami-Dade Surtax	\$1,500,000
SAIL Funds	\$3,600,000
LP Equity	\$4,931,000
Deferred Developer Fee	\$444,527
<b>Total</b>	<b>\$13,725,527</b>

<b>Uses</b>	<b>Amount</b>
Hard Cost	\$8,977,500
Soft Cost	\$4,748,027
<b>Total</b>	<b>\$13,725,527</b>

### B. Unit Mix

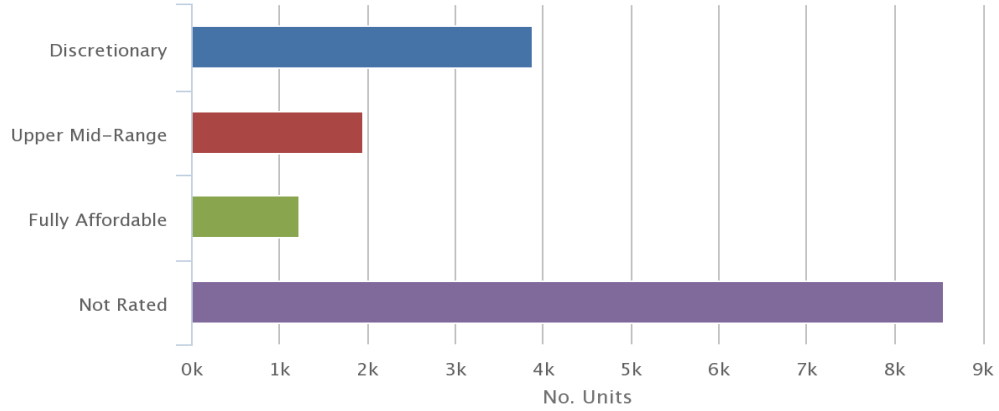
	<b>1BD</b>	<b>2BD</b>	<b>3BR</b>	<b>Total</b>
<b>Unit Mix</b>	<b>10</b>	<b>30</b>	<b>10</b>	<b>50</b>
<b>Rental Range</b>	<b>\$444-\$953</b>	<b>\$534-\$1,144</b>	<b>\$616-\$1,321</b>	

### **III. Exhibits**

- A. Market Details
- B. Staff Resumes
- C. Development References
- D. Detail list of completed projects
- E. Management Entity & Experience

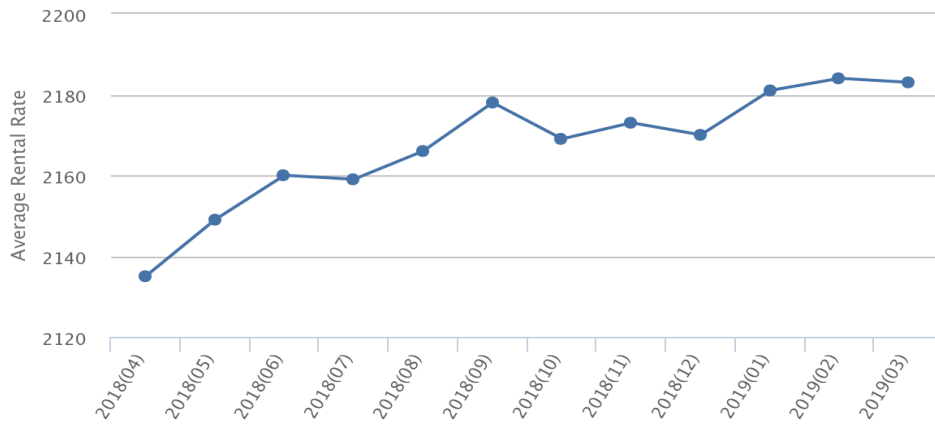
**Exhibit A**

**Inventory**



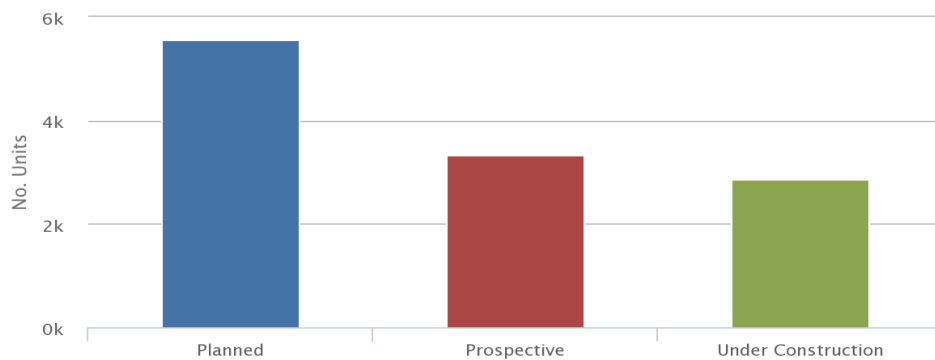
Provided by Yardi® Matrix – www.yardimatrix.com

**Average Rental Rates**



Provided by Yardi® Matrix – www.yardimatrix.com

**Construction Activity**



Provided by Yardi® Matrix – www.yardimatrix.com

## Exhibit B

### Staff Backgrounds

#### T. Willard Fair | President and CEO

T. Willard Fair is President and CEO of the Urban League of Greater Miami, Inc. He has been a powerful voice in the community as he has served the Urban League since 1963. Through his stewardship, the Urban League of Greater Miami has evolved from a local community-based organization to a nationally recognized organization with a reputation for being on the cutting edge of community and economic development. Through the principles of social entrepreneurship, Mr. Fair has shaped the Urban League's development efforts. Through his leadership, the Urban League of Greater Miami has set a new standard in quality housing development. During his tenure, the Urban League has developed and managed more than 1,300 units with another 1,500 units currently in various stages of pre-development and construction.



#### **Education**

##### **M.S.W. in Social Work**

Atlanta University,  
Atlanta, Georgia

##### **B.S. in Sociology, Cum Laude**

Johnson C. Smith University,  
Charlotte, North Carolina

#### **Years of Experience**

56

#### Oliver L. Gross | President

Oliver Gross currently serves as President of New Urban Development, LLC a wholly owned subsidiary of the Urban League of Greater Miami, Inc. Mr. Gross, thru New Urban, has primary responsibility for the acquisition, development, construction oversight, financing and property management of the myriad of commercial and residential housing developments owned and/or managed by the Urban League of Greater Miami, Inc. and its subsidiary entities (the "League"). Mr. Gross has experience as a real estate developer, public administrator, and commercial banker. Mr. Gross has earned certifications as a Real Estate Development Professional and a U.S.HUD Certified Occupancy Specialist.



#### **Education**

##### **M.S. in Social Administration**

Case Western Reserve University,  
Cleveland, Ohio

##### **B.S. in Business Administration**

Florida A&M University,  
Tallahassee, Florida

#### **Years of Experience**

30

### **Themis Michalakos | Chief Financial Officer**

Themis Michalakos currently serves as the Chief Financial Officer of New Urban Development. A subsidiary of The Urban League of Greater Miami, New Urban specializes in building quality, affordable housing for families within Miami's urban core. Themis oversees all aspects of financial administration, including financial reporting, cash flow management, payroll, benefits & human resources. He assists in strategic planning and development goals. Themis is a CPA with a foundation in public accounting, followed by significant finance & accounting experience in the real estate & homebuilding industries in roles ranging from accounting supervisor to Controller and CFO. He has worked on projects with values ranging up to \$300 million.

***Education***

**BSC Commerce**  
DePaul University  
Chicago, Illinois

**CPA Certificate No. 39,280**  
University of Illinois  
Champaign-Urbana, Illinois

***Years of Experience***

30

### **Keith Franklin | Vice President of Development**

Keith Franklin currently serves as the Vice President of Development to New Urban Development a subsidiary of The Urban League of Greater Miami, New Urban specializes in building quality, affordable housing for families within Miami's urban core, while meeting the highest quality standards for apartment living and designed to foster a sense of community. Keith is an accomplished real estate professional who is intricately involved in sourcing project funding, underwriting new developments and asset acquisitions. He brings a diverse experience to New Urban Development with over 15 years in the Finance, Construction Management, and Real Estate Development industries.

***Education***

**MSRED, Real Estate Dev & Finance**  
Columbia University  
New York, NY

**MBA Business Administration**  
Florida A&M University  
Tallahassee, FL

**BS, Business Administration**  
Florida A&M University  
Tallahassee, FL

***Years of Experience***

15

### **Ahmad J. Zachary | Development Manager**

Ahmad currently serves a development manager to New Urban Development a subsidiary of The Urban League of Greater Miami, New Urban specializes in building quality, affordable housing for families within Miami's urban core, while meeting the highest quality standards for apartment living and designed to foster a sense of community. From concept through construction and lease up, Ahmad is intricately involved in sourcing project funding, underwriting new developments and asset acquisitions this includes developmental research, application submissions, narrative analysis and development financing.

***Education***

**BS, Community & International Development**  
University of Vermont  
Burlington, VT

***Years of Experience***

5

**Exhibit C**

**Developer References**

**Statement of Financial References**

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Please find below Financial References:

<b>Institution</b>	<b>Contact Person</b>	<b>Title</b>	<b>Phone</b>
Capital Bank	Clay F. Wilson	Senior Vice President	786-536-1411
Community Housing Capital	Dana Chesnut	Senior Vice President	678-538-9915
R4 Capital LLC	Jay R. Segel	Executive Vice President	617-502-5946
X- Caliber Capital	Mike Hammond	Executive Managing Director	212-220-7048
Miami-Dade PHCD	Clarence Brown	Division Director, Community Development	786-469-2221

**Statement of Trade References**

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Please find below four (4) Development Team References:

<b>Institution</b>	<b>Contact Person</b>	<b>Title</b>	<b>Phone</b>
CAZO Group	Armando Cazo	President	305-899-5194
Mateu Architecture	Roney Mateu	President	305-233-3304
Greenberg Traurig	Iris Escarra, Esq.	Shareholder	305-579-0737
ZGF Architects	Anne Cotter	Principal	213-607-5935



Exhibit D

Detailed list of completed projects

*Development Resume*

<p><b>Superior Manor:</b> The first phase consisting of 139 units of elderly housing commenced in September 2016 and was completed in November 2018 with the total development cost of \$26.5mm.</p> <ul style="list-style-type: none"><li>- LIHTC</li><li>- SURTAX</li><li>- Private Activity Bonds</li><li>- NSP</li></ul>	
<p><b>Villages Miami Apartments, Phase I;</b> The first phase consisting of 150 units was completed in April 2018. The total development cost of for Villages Miami Apartments, Phase 1 was \$40mm.</p> <ul style="list-style-type: none"><li>- LIHTC</li><li>- SURTAX</li><li>- Private Activity Bonds</li><li>- NSP</li></ul>	
<p><b>M&amp;M Town Homes;</b> included the substantial rehabilitation of (30) one and two bedroom units for low and moderate income families. Total project cost: \$2,300,000.</p> <ul style="list-style-type: none"><li>- NSP I and II</li><li>- HOME</li><li>- Completed September 2012</li></ul>	

**Covenant Palms Apartments;** a moderate rehab of a 137 unit project serving elderly and handicap persons. Total project cost \$5,500,000.

- HUD 202
- Completion Date 1985

The property is currently slated for redevelopment within the next (2) two years into a mixed use /mixed income project with total development costs in excess of \$150,000,000.



**Lakeview Apartments;** Included the construction of (40) two and three bedroom multi-family garden style rental units. Total Project Cost: 3,000,000.

- LIHTC
- SAIL
- Completion Date 1992



**M&M Maison II;** Included the construction of (21) multi-family rental units. The unit configuration consists of two and three bedroom townhouse over flats apartments.

- LIHTC
- SURTAX
- HOME
- Completion Date 1996



**Central City/ Highland Park;** a multifamily rental housing development consisting of (35) two and three bedroom units.

- LIHTC
- SURTAX
- Completion Date 1996





**Urban Courtyard;** This project entailed the rehabilitation of a (32) unit multi – family rental complex. The project provided the opportunity to rehab the exterior while preserving the existing exterior design.

- SURTAX
- Tax Exempt Bonds
- Completion Date 1999



**Superior Manor Apartments;** project consisted of the rehabilitation of (38) occupied one and two bedroom units. Total project cost including acquisition: \$2,700,000.

- Tax Exempt Bonds
- HOME Funds
- Completion Date 2005



**Carrie Meek Manor;** this project consisted of the new construction of (71) one bedroom units of housing for elderly and handicapped persons. Total project cost: \$6,000,000.

- HUD 202 Grant
- SURTAX
- HOME
- Completion Date 2008



**Renaissance @ Sugar Hill;** Substantial rehabilitation of (190) unit multi-family housing development. The project was completed in 2013 and consist of (132) two and three bedroom units. Total project cost: \$19,600,000.

- LIHTC
- SURTAX
- HOME
- Private Activity Bonds
- Completed 2013



## Exhibit E

### **Management Entity & Experience**

Weller Workforce Housing is one of the leading providers of innovative, professional, and high-quality property management services in the country. With their industry experience, proven track record, and customer-focused approach, Weller Workforce Housing is dedicated to consistently exceeding their residents' and clients' expectations. Weller Workforce Housing's mission is to professionally develop, manage and operate multi-family housing communities with inspired performance inside a progressive work environment.

Weller Workforce Housing currently manages over 8,000 multi-family units throughout the nation. With their experience managing a diverse portfolio of multi-family communities, ranging from subsidized housing to affordable conventional properties, the Weller Workforce Housing team is well-prepared to design a unique and specific approach for each community they manage. Below is a list of the current and former property management experience for Weller Workforce Housing.

**Brownsville Affordable Housing Proposal**  
**New Urban Development/Urban League of Greater Miami, Inc.**

**Weller Workforce, LLC and David Gates**  
**Management Experience Chart**

Property Name	Location	Current or Formerly Managed	Total # Units	# of years Managed
Huntsville Summit	Alabama	Previous - David	101	8
Citrus Grove	Florida	Current	84	2
Saxon Trace	Florida	Previous - David	192	4
2211 Covington Club	Florida	Previous - David	94	4
2229 Enterprise Cove I	Florida	Previous - David	55	4
2352 Enterprise Cove II	Florida	Previous - David	44	4
2293 Enterprise Cove II Condos	Florida	Previous - David	97	4
2249 Oviedo Town Centre I	Florida	Previous - David	106	4
2250 Oviedo Town Centre II	Florida	Previous - David	34	4
2275 Oviedo Town Centre III	Florida	Previous - David	72	4
2276 Oviedo Town Centre IV	Florida	Previous - David	24	4
2274 Cape Morris I	Florida	Previous - David	130	4
2281 Cape Morris II	Florida	Previous - David	47	4
2295 Taylor Place	Florida	Previous - David	106	4
2297 Beach Village	Florida	Previous - David	106	4
2307 Howell Branch Cove	Florida	Previous - David	58	4
2317 Saxon Cove	Florida	Previous - David	84	4
2320 Villas at Brookhaven	Florida	Previous - David	16	4
2332 Brookhaven Condos	Florida	Previous - David	2	4
2322 Reserve at Brookhaven	Florida	Previous - David	116	4
2145 Cambridge Cove	Florida	Previous - David	200	4
2257 Kathleen Pointe	Florida	Previous - David	80	4
2258 Marbella I	Florida	Previous - David	120	4
2261 Marbella II	Florida	Previous - David	104	4
2309 Fountains @ Pershing Park	Florida	Previous - David	92	4
2311 River Ridge	Florida	Previous - David	160	4
2315 Moss Park	Florida	Previous - David	99	4
2318 Garden Park	Florida	Previous - David	108	4
2333 Garden Grove	Florida	Previous - David	12	4
2316 Uptown Maitland	Florida	Previous - David	93	4
2331 Village Park	Florida	Previous - David	105	4
2348 Village Park Condos	Florida	Previous - David	3	4
2327 Lexington Court	Florida	Previous - David	108	4
2349 Lingo Cove	Florida	Previous - David	110	4
2039 East Lake	Florida	Previous - David	288	4
2044 Loma Vista	Florida	Previous - David	380	4
2048 Arrow Ridge	Florida	Previous - David	320	4
2070 Summer Cove	Florida	Previous - David	192	4
2130 Regatta Bay	Florida	Previous - David	344	4
2306 Fountains @ San Remo	Florida	Previous - David	130	4
2319 Boca Palms	Florida	Previous - David	11	4
2326 Boca Palms Condos	Florida	Previous - David	3	4
2334 Boca Palms II	Florida	Previous - David	48	4

**Brownsville Affordable Housing Proposal**  
**New Urban Development/Urban League of Greater Miami, Inc.**

2337 Dean Woods	Florida	Previous - David	48	4
2338 The Loop	Florida	Previous - David	152	4
2339 Heritage Park	Florida	Previous - David	238	4
2067 Lakewood Shores	Florida	Previous - David	184	4
2081 Heritage Pines	Florida	Previous - David	340	4
2116 Bridgewater Club	Florida	Previous - David	192	4
2283 Fairview Cove I	Florida	Previous - David	88	4
2289 Fairview Cove II	Florida	Previous - David	66	4
2285 Fountains at Falkenburg	Florida	Previous - David	152	4
2294 Lakewood Pointe	Florida	Previous - David	144	4
2323 Harbours Edge	Florida	Previous - David	85	4
2324 Urban Landings	Florida	Previous - David	40	4
2325 Richey Woods	Florida	Previous - David	95	4
2342 Vista Park Senior Living	Florida	Previous - David	103	4
2083 Murdock Circle	Florida	Previous - David	264	4
2092 Riverside	Florida	Previous - David	304	4
2096 Sabal Palm/Cove	Florida	Previous - David	264	4
2108 Brittany Bay I	Florida	Previous - David	184	4
2154 Brittany Bay II	Florida	Previous - David	208	4
2111 University Club	Florida	Previous - David	192	4
2164 Hunters Run I	Florida	Previous - David	216	4
2181 Hunters Run II	Florida	Previous - David	192	4
2224 Village at Cortez	Florida	Previous - David	200	4
2235 Nantucket Cove	Florida	Previous - David	128	4
2314 Rolling Green	Florida	Previous - David	118	4
2036 Lex Club @ Vero	Florida	Previous - David	184	4
2077 Windy Pines	Florida	Previous - David	208	4
2084 Waterford East	Florida	Previous - David	460	4
2090 Sunrise Pointe	Florida	Previous - David	208	4
2103 Stuart Pointe	Florida	Previous - David	192	4
2186 St. Andrews Pointe	Florida	Previous - David	184	4
2227 Wickham Club	Florida	Previous - David	132	4
2286 Hammock Harbor	Florida	Previous - David	122	4
2288 Malabar Cove I	Florida	Previous - David	76	4
2291 Malabar Cove II	Florida	Previous - David	72	4
2330 The Hammock at Stuart	Florida	Previous - David	32	4
2353 Grove Park	Florida	Previous - David	210	4
2041 Falcon Trace (2/13/15)	Florida	Previous - David	252	4
2042 Waterbridge (2/13/15)	Florida	Previous - David	280	4
2142 Berkshire Club	Florida	Previous - David	288	4
2240 Nautilus Cove	Florida	Previous - David	57	4
2184 Heather Glenn	Florida	Previous - David	168	4
2189 Stone Harbor I	Florida	Previous - David	160	4
2217 Stone Harbor II	Florida	Previous - David	56	4
2208 Nassau Club	Florida	Previous - David	192	4
Ashley House	Georgia	Current	61	4

**Brownsville Affordable Housing Proposal**  
**New Urban Development/Urban League of Greater Miami, Inc.**

Ashton Cove	Georgia	Current	72	2
Douglass Village	Georgia	Current	88	1
Eureka Heights	Georgia	Current	56	4
Freedom Heights	Georgia	Current	88	1
Hand Trading Company	Georgia	Current	54	1
Market Station	Georgia	Current	80	2
Paradise Estates Apartments	Georgia	Current	50	4
Reserve at Sugar Mill	Georgia	Current	70	4
Southfork Apartments	Georgia	Current	96	3
4th Street Village	Georgia	Previous - David	120	5
Arbor Park	Georgia	Previous - David	160	5
Arbor Park I	Georgia	Previous - David	56	5
Arcadia	Georgia	Previous - David	292	5
Ashton Court	Georgia	Previous - David	70	12
Ashton Cove	Georgia	Previous - David	72	12
Ashton Crossing	Georgia	Previous - David	64	15
Ashton Hills	Georgia	Previous - David	80	12
Ashton Landing	Georgia	Previous - David	108	13
Ashton Meadows	Georgia	Previous - David	80	11
Ashton Park - Georgia	Georgia	Previous - David	88	15
Ashton Place	Georgia	Previous - David	48	14
Ashton Pointe I	Georgia	Previous - David	48	14
Ashton Pointe II	Georgia	Previous - David	56	14
Ashton Ridge	Georgia	Previous - David	88	15
Ashton Walk	Georgia	Previous - David	150	8
Athens Gardens	Georgia	Previous - David	100	9
Avalon	Georgia	Previous - David	232	4
Bon Air	Georgia	Previous - David	203	8
Bridge Creek	Georgia	Previous - David	71	5
Brown's Mill	Georgia	Previous - David	100	4
Burkestone Place	Georgia	Previous - David	70	9
Calhoun Gardens	Georgia	Previous - David	76	9
Campbell Creek	Georgia	Previous - David	80	12
Clarke Gardens	Georgia	Previous - David	100	7
Cumberland Place	Georgia	Previous - David	75	9
Enota Village	Georgia	Previous - David	60	1
Glynn Isle Townhomes	Georgia	Previous - David	65	5
Greenville Summit	Georgia	Previous - David	101	7
Heritage Crossing	Georgia	Previous - David	120	3
Heritage Hills	Georgia	Previous - David	80	3
Hyde Park Estates	Georgia	Previous - David	64	15
Knollwood Manor	Georgia	Previous - David	64	15
Little Lotts Creek	Georgia	Previous - David	72	15
Magnolia Heights	Georgia	Previous - David	200	3
Manning Gardens	Georgia	Previous - David	50	6
Manor York	Georgia	Previous - David	72	1

**Brownsville Affordable Housing Proposal**  
**New Urban Development/Urban League of Greater Miami, Inc.**

Merchants Court	Georgia	Previous - David	192	10
Merrimac Village	Georgia	Previous - David	50	5
Montgomery Landing	Georgia	Previous - David	144	1
Nantahala Village	Georgia	Previous - David	55	1
Orchard Park I	Georgia	Previous - David	112	5
Orchard Pointe	Georgia	Previous - David	100	9
Palmetto Preserve	Georgia	Previous - David	120	3
Pine Pointe	Georgia	Previous - David	70	15
Pines by the Creek	Georgia	Previous - David	96	12
Pinewood Park	Georgia	Previous - David	148	5
Richmond Summit	Georgia	Previous - David	136	9
Riverside Gardens	Georgia	Previous - David	74	9
Saddle Creek	Georgia	Previous - David	99	7
Savannah Summit	Georgia	Previous - David	138	9
St Phillip Villas	Georgia	Previous - David	60	3
Statesboro Summit	Georgia	Previous - David	98	9
The Reserve at Sugar Mill	Georgia	Previous - David	70	15
Vista Ridge	Georgia	Previous - David	64	1
Washington Place	Georgia	Previous - David	42	9
Woodbridge	Georgia	Previous - David	150	3
Woodward - Vienna, GA	Georgia	Previous - David	36	4
5004 West Club	Georgia	Previous - David	140	4
5007 Pointe at Sugarloaf	Georgia	Previous - David	324	4
5016 Robins Landing	Georgia	Previous - David	304	4
5017 Palisades Club	Georgia	Previous - David	268	4
5024 Cambridge Pointe	Georgia	Previous - David	180	4
5034 Ashton Creek	Georgia	Previous - David	140	4
5040 Somerset Club I	Georgia	Previous - David	120	4
5055 Somerset Club II Condos	Georgia	Previous - David	72	4
5052 Newnan Crossing	Georgia	Previous - David	192	4
5056 The Park @ Mt. Zion	Georgia	Previous - David	193	4
2236 Brookwood Forest	Georgia	Previous - David	168	4
5028 Eagles Pointe	Georgia	Previous - David	168	4
5041 Westwood Club	Georgia	Previous - David	192	4
5043 Bradley Pointe	Georgia	Previous - David	144	4
5045 Woodlake Club	Georgia	Previous - David	192	4
North Park Apartments	Louisiana	Current	110	4
Olde Salem	Louisiana	Current	200	1
3012 Arbor Pointe I	Michagan	Previous - David	216	4
3016 Arbor Pointe II	Michagan	Previous - David	64	4
3029 Lex Club @ Ann Arbor	Michagan	Previous - David	154	4
3035 Saginaw Pointe	Michagan	Previous - David	148	4
3038 Hunt Club	Michagan	Previous - David	144	4
3039 Cedar Bend	Michagan	Previous - David	148	4
3009 Waldon Lakes (1/30/15)	Michagan	Previous - David	200	4
3013 Waterford West	Michagan	Previous - David	172	4



**Brownsville Affordable Housing Proposal**  
**New Urban Development/Urban League of Greater Miami, Inc.**

3014 Woodchase	Michigan	Previous - David	144	4
3017 Canton Club East	Michigan	Previous - David	148	4
3020 Liberty Grand I	Michigan	Previous - David	144	4
3052 Liberty Grand II	Michigan	Previous - David	80	4
Ashton Park I - Mississippi	Mississippi	Previous - David	152	5
Ashton Park III	Mississippi	Previous - David	56	5
Bay Park	Mississippi	Previous - David	128	5
Bradford Park	Mississippi	Previous - David	208	5
Bristol Park	Mississippi	Previous - David	152	5
Cameron Park I	Mississippi	Previous - David	96	5
Cameron Park II	Mississippi	Previous - David	72	5
Cypress Park	Mississippi	Previous - David	144	5
Dogwood Park	Mississippi	Previous - David	60	5
Elton Park	Mississippi	Previous - David	216	5
Emerald Pines	Mississippi	Previous - David	120	4
Hampton Park	Mississippi	Previous - David	88	5
Heritage Park	Mississippi	Previous - David	96	5
Highland Park	Mississippi	Previous - David	152	5
Park Crest	Mississippi	Previous - David	216	5
Park Pines	Mississippi	Previous - David	96	5
Park Village	Mississippi	Previous - David	80	5
Park Wind I	Mississippi	Previous - David	56	5
Park Wind II	Mississippi	Previous - David	56	5
Parktowne	Mississippi	Previous - David	84	5
Piedmont Park	Mississippi	Previous - David	152	5
Summer Park	Mississippi	Previous - David	216	5
Terrace Park	Mississippi	Previous - David	192	5
Willow Point I	Mississippi	Previous - David	120	4
Willow Point II	Mississippi	Previous - David	120	4
Willow Point III	Mississippi	Previous - David	120	4
Willow Point Townhomes	Mississippi	Previous - David	80	4
Windsor Park	Mississippi	Previous - David	279	5
Cardinal Towers	Missouri	Current	60	4
Gotham	Missouri	Current	105	4
9001 Grand Pointe Park	New York	Previous - David	156	4
9009 Lex Club @ Galleria	New York	Previous - David	160	4
9010 Vista Ridge (fka Island View)	New York	Previous - David	224	4
East Winds	North Carolina	Current	50	2
Bethabara Pointe	North Carolina	Previous - David	160	9
Fayetteville Gardens	North Carolina	Previous - David	100	7
Raleigh Gardens	North Carolina	Previous - David	126	9
Salem Gardens	North Carolina	Previous - David	150	7
6003 Preserve at Sagebrook	Ohio	Previous - David	336	4
8002 Sun Valley	Ohio	Previous - David	85	4
Gable Oaks	South Carolina	Current	200	2
North Pointe Estates	South Carolina	Current	188	2

**Brownsville Affordable Housing Proposal**  
**New Urban Development/Urban League of Greater Miami, Inc.**

Anderson Village	South Carolina	Previous - David	98	9
Mauldin Gardens	South Carolina	Previous - David	65	9
Phoenix Place	South Carolina	Previous - David	100	5
Seneca Gardens	South Carolina	Previous - David	77	9
Algood Manor	Tennessee	Previous - David	59	9
Park Place	Tennessee	Previous - David	96	5
Park Ridge	Tennessee	Previous - David	136	5
Park Trace - Tennessee	Tennessee	Previous - David	84	5
Park Trail	Tennessee	Previous - David	108	4
Peaks of Loudon	Tennessee	Previous - David	82	2
8003 Willow Creek	Tennessee	Previous - David	144	4
Park at Kirkstall	Texas	Previous - David	240	6



# OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 8/26/2020

Property Information	
Folio:	30-3122-001-0010
Property Address:	
Owner	MIAMI-DADE COUNTY OCED
Mailing Address	701 NW 1 CT 14TH FLOOR MIAMI, FL 33136
PA Primary Zone	6062 UC CENTER - MIXED USE CORRIDOR (MC) 6 MAX HT
Primary Land Use	1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING
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	33,205 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$498,075	\$365,255	\$232,435
Building Value	\$0	\$0	\$0
XF Value	\$9,055	\$9,163	\$9,271
Market Value	\$507,130	\$374,418	\$241,706
Assessed Value	\$292,463	\$265,876	\$241,706

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$214,667	\$108,542	
County	Exemption	\$292,463	\$265,876	\$241,706

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

Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$292,463	\$265,876	\$241,706
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$507,130	\$374,418	\$241,706
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$292,463	\$265,876	\$241,706
Taxable Value	\$0	\$0	\$0

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

Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/26/2020

## Property Information

Folio: 30-3122-001-0010

Property Address:

## Roll Year 2020 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6062	Square Ft.	33,205.00	\$498,075

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	2001	770	\$9,055

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/26/2020

**Property Information**

Folio: 30-3122-001-0010

Property Address:

## Roll Year **2019** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6062	Square Ft.	33,205.00	\$365,255

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	2001	770	\$9,163

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/26/2020

## Property Information

Folio: 30-3122-001-0010

Property Address:

## Roll Year 2018 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-MC	6062	Square Ft.	33,205.00	\$232,435

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	2001	770	\$9,271

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

Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/26/2020

## Property Information

Folio: 30-3122-001-0010

Property Address:

Full Legal Description
GLEN FLORA PB 49-41
LOTS 1 THRU 4
/AKA PARCEL 6-1/
LOT SIZE 257.410 X 129

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:

# Attachment "C"

## LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15 -NEW URBAN DEVELOPMENT LLC

FOLIO	ANNUAL TAX REVENUE GENERATED	LOT SIZE	COMM DISTRICT	2020 MARKET VALUE	LEGAL DESCRIPTION	ZONING	ANNUAL COST TO MAINTAIN	ADDRESS	CIRCULATED TO COUNTY DEPARTMENTS	SURPLUS	DEED TYPE
3031220010010	\$9,145.04	33,205 SQ FT	3	\$507,130 <input type="checkbox"/>	GLEN FLORA PB 49-41 LOTS 1 THRU 4 /AKA PARCEL 6-1/	UC-MC	\$2,038.00	EAST OF 5355 NW 27 AVE	YES 3/30/2020	NO	FINAL JUDGMENT 9/9/1971



ATTACHMENT "D"

Instrument prepared by and returned to:  
Terrence A. Smith  
Assistant County Attorney  
Miami-Dade County Attorney's Office 111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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<sup>st</sup> Street, Miami, Florida 33128-1963, and **NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company ("New Urban Development"), whose address is 8500 N.W. 25<sup>th</sup> Avenue, Miami, Florida 33147, their successors and assigns.

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

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

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

1. That the Property are being sold with a restriction requiring the development of the property as affordable housing to rented to very low-, low- and moderate income households ("Qualified Renters") (as these terms are defined in section 420.0004, Florida Statutes), provided, however, such households' incomes do not exceed 120% of area median income ("AMI"), as required by section 125.379. Florida Statutes, or such incomes set forth in the rental regulatory agreement executed in accordance with paragraph 2 of this Deed.
2. That in accordance with the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations,

Part 570, a minimum of 51% of the Dwelling Units shall be set aside for households whose income do not exceed of 80% of AMI for the County as reported by the United States Department of Housing and Urban Development ("HUD"). That within ten-days written request by the County, New Urban Development 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.

3. That the Property shall be developed within forty-eight (48) months 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 3, 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 New Urban Development must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the New Urban Development 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 forty-eight (48) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That New Urban Development shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: any such assignment to an affiliate owned or controlled by New Urban Development.
5. That within thirty (30) days of renting the Dwelling Units to a Qualified Renter described in paragraphs 1 and 2 above, New Urban Development shall submit a report in the form attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department, indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.
6. That New Urban Development shall pay real estate taxes and assessments on the Property or any part thereof when due. New Urban Development 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 New Urban Development may encumber the Property with:

- a. Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by New Urban Development (together, the "Improvements") as determined by an appraiser selected by New Urban Development; and
- b. Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements") as determined by an appraiser selected by New Urban Development.
- c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the mortgage or change in ownership, and shall apply to the "successors heirs and assigns" of New Urban Development.

7. The recordation, together with any mortgage purporting to meet the requirements of paragraph 6(a) or 6(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by New Urban Development, stating the value of the Property is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
8. If in the sole discretion of the County, (a) New Urban Development ceases to exist prior to rental of the Dwelling Units to the Qualified Renters, (b) New Urban Development fails to rent the Dwelling Units within the rent limits described herein, or

(c) any term of this Deed or deed restriction is not complied with, New Urban Development shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If New Urban Development fails to remedy such default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, New Urban Development shall immediately deed such property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by New Urban Development. The County retains such reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami- Dade County.

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

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish New Urban Development with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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

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

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing was authorized by Resolution No. \_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_ day of \_\_\_\_\_, 2020.

**IN WITNESS WHEREOF, NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and it is hereby approved and accepted.

\_\_\_\_\_  
Witness/Attest

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness/Attest

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_, on behalf of **NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company. S/he is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

**EXHIBIT A**

**FOLIO NUMBERS**

**LEGAL DESCRIPTIONS**

30-3122-001-0010	GLEN FLORA PB 49-41 LOTS 1 THRU 4 /AKA PARCEL 6-1/
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**EXHIBIT B**  
**CDBG REPORTING FORM**





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

GENERAL CDBG INTAKE ELIGIBILITY FORM

LIMITED INCOME (LMI) LIMITED CLIENTELE (LMC) / LIMITED JOBS (LMJ) / LIMITED HOUSING (LMH)

NAME: ADDRESS: PHONE: ZIP:

Gender: Male Female Ethnicity: Hispanic Not Hispanic Race (Please check the race category which applies to you): White Black/African American American Indian/Alaskan Native Asian Black/African American & White American Indian/Alaskan Native & White Asian & White Native Hawaiian/Other Pacific Islander Other: Multi Racial American Indian or Alaskan Native & Black/African American

Table with 6 columns: List Yourself and all Other Persons Occupying Home, Relationship, Gender, Age, Employed? (Yes/No). Rows 1-8.

INCOME VERIFICATION DATA

The assistance you receive is determined in part by the size of your household and your income. All income and assets will require verification before eligibility will be granted. Income includes all money coming into the household from all persons over 18 years old. Wages, salaries, tips, commissions; Self-employment income; Retirement, Survivor, or Disability pensions; Social Security or Railroad retirement; Supplemental Security Income, Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), Food Stamps, or other public assistance, or public welfare programs; Interest, dividends, net rental income, or income from estates or trusts; and any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, alimony, and child support must be disclosed.

Table with 3 columns: Household Member, Source of Income, Gross Monthly Amount Received. Rows 1-5.

Income Eligibility Acceptable Documentation: Copy of Pay Stubs (from previous employer), Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF) Official Printout/letter, Food Stamp Official Printout/letter, Letter confirming amount of unemployment benefits received, proof of child support or alimony, proof of SSA/SSI or Veteran's Benefits, or proof of retirement income. MUST ATTACH A COPY OF DOCUMENTS - NO EXCEPTIONS.

I, the undersigned applicant, do hereby authorize (Name of Agency) to verify my personal records, including wages, pensions, and investments. It is understood that this authorization is granted for the sole purpose of certifying my eligibility for federal financial assistance, and that all information acquired in this regard will remain confidential.

BY MY SIGNATURE, I ACKNOWLEDGE THAT ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT IF I MAKE ANY WILLFUL FALSE STATEMENT IN THIS CERTIFICATION OR ANY OTHER DOCUMENTATION THAT I PROVIDE FOR PROGRAM ELIGIBILITY, I MAY BE PUNISHED WITH FINES OR IMPRISONMENT OF UP TO FIVE (5) YEARS, OR BOTH, UNDER SECTION 1001 OF TITLE 18, UNITED STATES CODE, AND I ALSO MAY BE SUBJECT TO CIVIL AND/OR ADMINISTRATIVE PENALTIES AND SANCTIONS.

Signature of Applicant

Date





**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
GENERAL CDBG INTAKE ELIGIBILITY FORM**

<b>CDBG INCOME ELIGIBILITY</b>	<b>24 CFR 570.208</b>	
Activity classified under family size and income	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
Activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

**DEFINITIONS / 24 CFR 570.3**

**Family** means all persons living in the same household who are related by birth, marriage or adoption.

**Household** means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

**Income.** For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under 570.208(a)(1)(vi). Activities qualifying under 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The **three definitions** are as follows:

**(i) Annual income as defined** under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable).

**Estimated annual income** shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

**Low- and moderate-income household** means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and moderate-income person** means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Low-income household** means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

**Low-income person** means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

**INSTRUCTIONS FOR IMPLEMENTING AGENCY**

You must first seek third party verification. This is a verification that is received directly from the source of income. The request can be by mail, fax, or email. It must be clearly evidenced that it was received from the source.

**FY 2019 INCOME LIMITS Effective April 24, 2019**

Area Median Income (AMI): \$54,900				Please check the appropriate family size and income.			
✓	Family Size	✓	Extremely Low (30% of Median)	✓	Very Low (50% of Median)	✓	Low (80% of Median)
<input type="checkbox"/>	1	<input type="checkbox"/>	\$17,800	<input type="checkbox"/>	\$29,650	<input type="checkbox"/>	\$47,450
<input type="checkbox"/>	2	<input type="checkbox"/>	\$20,350	<input type="checkbox"/>	\$33,900	<input type="checkbox"/>	\$54,200
<input type="checkbox"/>	3	<input type="checkbox"/>	\$22,900	<input type="checkbox"/>	\$38,150	<input type="checkbox"/>	\$61,000
<input type="checkbox"/>	4	<input type="checkbox"/>	<b>\$25,750</b>	<input type="checkbox"/>	<b>\$42,350</b>	<input type="checkbox"/>	<b>\$67,750</b>
<input type="checkbox"/>	5	<input type="checkbox"/>	\$30,170	<input type="checkbox"/>	\$45,750	<input type="checkbox"/>	\$73,200
<input type="checkbox"/>	6	<input type="checkbox"/>	\$34,590	<input type="checkbox"/>	\$49,150	<input type="checkbox"/>	\$78,600
<input type="checkbox"/>	7	<input type="checkbox"/>	\$39,010	<input type="checkbox"/>	\$52,550	<input type="checkbox"/>	\$84,050
<input type="checkbox"/>	8	<input type="checkbox"/>	\$43,430	<input type="checkbox"/>	\$55,950	<input type="checkbox"/>	\$89,450

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

CD/17/51712/V3

**ATTACHMENT "E"**

This Instrument Was Prepared By:  
Brenda Kuhns Neuman  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Record and Return to:  
  
\_\_\_\_\_

**MIAMI-DADE COUNTY**  
**RENTAL REGULATORY AGREEMENT**

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_ adopted by the Miami-Dade County Board of County Commissioners, on \_\_\_\_\_, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address is 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128, is authorized to convey certain properties to \_\_\_\_\_, its heirs, successors and assigns (hereinafter referred to as the "Owner"), whose address \_\_\_\_\_ for the purposes outlined in that certain County Deed, dated \_\_\_\_\_, 2019 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida, executed simultaneously with this Rental Regulatory Agreement (the "Agreement"); and

**WHEREAS**, in connection with receipt of the County Deed, the Owner agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement,

**NOW, THEREFORE**, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Owner and the County hereby agree as follows:

**PROPERTY ADDRESS:**

**LEGAL DESCRIPTION OF PROPERTY:**

The real property legally described and attached hereto in Exhibit A and located in Miami-Dade County (hereinafter referred to as the "Property")

**DWELLING UNITS:** \_\_\_\_\_ units

**WITNESSETH:**

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

such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by the Owner's investor limited partner/managing member, \_\_\_\_\_, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. Copies of all notices which are sent to Owner under the terms of this Agreement shall also be sent to \_\_\_\_\_.

- e) Owner further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- f) Owner agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").
- g) Owner agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one year, (b) be renewed at the end of each term except for good cause or mutual agreement of Owner and residential tenant.

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

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

III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs 4, 5, 6 and 7, hereof for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, the Owner shall furnish the County with notification provided to tenants advising them of the increase.

I. Occupancy Reports.

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

- A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:
  - 1. Composition of each resident family,
  - 2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
  - 3. Income requirements,
  - 4. Eligibility factors, e.g. credit history, criminal background, etc.
  - 5. Demographic information to include racial and ethnic makeup of the tenants, and
  - 6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by the Owner to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.
- B) A list of all vacant apartments, as of the end date of the reporting period.
- C) The total number of vacancies that occurred during the reporting period.
- D) The total number of units that were re-rented during the reporting period, stating family size and income.
- E) The Owner shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

## II. Inspections

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

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

violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

- B) At other times, at the request of the Owner or of any tenant, PHCD may inspect any unit for violations to the property standards of any applicable Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and the Owner will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.
- C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

### III. Lease Agreement, Selection Policy and Management Plan

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

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

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

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

#### IV. Affirmative Marketing Plan

- A) Owner shall forward to PHCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for PHCD's approval which incorporates the requirements as set forth by the County to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:
  - 1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
  - 2. The Owner shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.
- B) The Affirmative Marketing Program shall be submitted to PHCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

#### V. Financial Reports

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

#### VI. Action By or Notice to the County



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

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

Copy to:

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

Copy to:

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

or any of their successor agencies or departments.

VII. Recourse:

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

VIII. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and the United States Department of Housing and Urban Development (“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 the Owner of the Property or the absence therefrom of defects.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

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

By: \_\_\_\_\_  
**NAME AND TITLE**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_, on behalf of **NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company. S/he is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
COUNTY MAYOR OR DEPUTY MAYOR

**ATTEST:**

**HARVEY RUVIN, CLERK**

By: \_\_\_\_\_  
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Brenda Kuhns Neuman  
Assistant County Attorney

**EXHIBIT "A"**

**FOLIO NUMBERS**

**LEGAL DESCRIPTIONS**

30-3122-001-0010	GLEN FLORA PB 49-41 LOTS 1 THRU 4 /AKA PARCEL 6-1/
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**EXHIBIT B**

**Rents:**

Number of Units	Type	Gross Rent	Utility	Net Rent

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

NOTE:

LOAN DOCUMENT INFORMATION TO BE PROVIDED FOLLOWING RECORDING OF MORTGAGE

Mortgage Document No: \_\_\_\_\_

Date Recorded: \_\_\_\_\_

Book Number: \_\_\_\_\_

Page Number: \_\_\_\_\_

County: MIAMI-DADE  
State: FLORIDA



CFN 2020R0661802  
 OR BK 32198 Pgs 954-964 (11Pgs)  
 RECORDED 11/16/2020 16:53:51  
 DEED DOC TAX \$0.60  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:  
 Brenda Kuhns Neuman  
 Assistant County Attorney  
 Miami-Dade County Attorney's Office 111 N.W. 1<sup>st</sup> Street, Suite 2810  
 Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this 16<sup>th</sup> day of ~~November~~ <sup>November</sup> 2020 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<sup>st</sup> Street, Miami, Florida 33128-1963, and NEW URBAN DEVELOPMENT, LLC, a Florida limited liability company ("New Urban Development"), whose address is 8500 N.W. 25<sup>th</sup> Avenue, Miami, Florida 33147, their successors and assigns.

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

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

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

1. That the Property are being sold with a restriction requiring the development of the property as affordable housing to rented to very low-, low- and moderate income households ("Qualified Renters") (as these terms are defined in section 420.0004, Florida Statutes), provided, however, such households' incomes do not exceed 120% of area median income ("AMI"), as required by section 125.379, Florida Statutes, or such incomes set forth in the rental regulatory agreement executed in accordance with paragraph 2 of this Deed.
2. That in accordance with the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations,

Part 570, a minimum of 51% of the Dwelling Units shall be set aside for households whose income do not exceed of 80% of AMI for the County as reported by the United States Department of Housing and Urban Development ("HUD"). That within ten-days written request by the County, New Urban Development 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.

3. That the Property shall be developed within forty-eight (48) months 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 3, 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 New Urban Development must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the New Urban Development 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 forty-eight (48) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That New Urban Development shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: any such assignment to an affiliate owned or controlled by New Urban Development.
5. That within thirty (30) days of renting the Dwelling Units to a Qualified Renter described in paragraphs 1 and 2 above, New Urban Development shall submit a report in the form attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department, indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.
6. That New Urban Development shall pay real estate taxes and assessments on the Property or any part thereof when due. New Urban Development 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 New Urban Development may encumber the Property with:

- a. Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by New Urban Development (together, the "Improvements") as determined by an appraiser selected by New Urban Development; and
- b. Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements") as determined by an appraiser selected by New Urban Development.
- c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the mortgage or change in ownership, and shall apply to the "successors heirs and assigns" of New Urban Development.

7. The recordation, together with any mortgage purporting to meet the requirements of paragraph 6(a) or 6(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by New Urban Development, stating the value of the Property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
8. If in the sole discretion of the County, (a) New Urban Development ceases to exist prior to rental of the Dwelling Units to the Qualified Renters, (b) New Urban Development fails to rent the Dwelling Units within the rent limits described herein, or

(c) any term of this Deed or deed restriction is not complied with, New Urban Development shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If New Urban Development fails to remedy such default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, New Urban Development shall immediately deed such property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by New Urban Development. The County retains such reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

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

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish New Urban Development with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

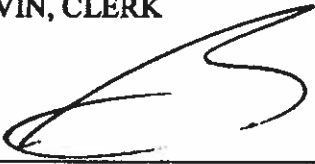
This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

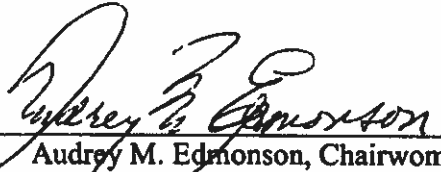
(OFFICIAL SEAL)

ATTEST:


HARVEY RUVIN, CLERK

By:   
Deputy Clerk

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

By:   
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By:   
Brenda Kuhns Neuman  
Assistant County Attorney



The foregoing was authorized by Resolution No. R-1063-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 20 th day of October, 2020.

**IN WITNESS WHEREOF, NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and it is hereby approved and accepted.

\_\_\_\_\_  
Witness/Attest

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness/Attest

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_, on behalf of **NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company. S/he is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

IN WITNESS WHEREOF, NEW URBAN DEVELOPMENT, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 10 day of November, 2020, and it is hereby approved and accepted.

[Signature]  
Witness/Attest

[Signature]

[Signature]  
Witness/Attest

[Signature]

By: [Signature]

Name: Oliver G. Gross

Title: President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 10 day of November 2020 by Oliver G. Gross as President, on behalf of **NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company. She is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires



**EXHIBIT A**

**FOLIO NUMBERS**

**LEGAL DESCRIPTIONS**

30-3122-001-0010	GLEN FLORA PB 49-41 LOTS 1 THRU 4 /AKA PARCEL 6-1/
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**EXHIBIT B**  
**CDBG REPORTING FORM**



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

GENERAL CDBG INTAKE ELIGIBILITY FORM

LIMITED INCOME (LMI) LIMITED CLIENTELE (LMC) / LIMITED JOBS (LMJ) / LIMITED HOUSING (LMH)

NAME:	PHONE:
ADDRESS:	ZIP:

Gender:  Male  Female      Ethnicity:  Hispanic  Not Hispanic

Race (Please check the race category which applies to you):

<input type="checkbox"/> White	<input type="checkbox"/> Black/African American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> Asian	<input type="checkbox"/> Black/African American & White	<input type="checkbox"/> American Indian/Alaskan Native & White
<input type="checkbox"/> Asian & White	<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Other: Multi Racial
<input type="checkbox"/> American Indian or Alaskan Native & Black/African American		

List Yourself and all Other Persons Occupying Home	Relationship	Gender	Age	Employed?
1.	Self			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No
6.				<input type="checkbox"/> Yes <input type="checkbox"/> No
7.				<input type="checkbox"/> Yes <input type="checkbox"/> No
8.				<input type="checkbox"/> Yes <input type="checkbox"/> No

INCOME VERIFICATION DATA

The assistance you receive is determined in part by the size of your household and your income. All income and assets will require verification before eligibility will be granted. Income includes all money coming into the household from all persons over 18 years old. Wages, salaries, tips, commissions; Self-employment income; Retirement, Survivor, or Disability pensions; Social Security or Railroad retirement; Supplemental Security Income, Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), Food Stamps, or other public assistance, or public welfare programs; Interest, dividends, net rental income, or income from estates or trusts; and any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, alimony, and child support must be disclosed.

Household Member	Source of Income	Gross Monthly Amount Received
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

**Income Eligibility Acceptable Documentation:** Copy of Pay Stubs (from previous employer), Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF) Official Printout/letter, Food Stamp Official Printout/letter, Letter confirming amount of unemployment benefits received, proof of child support or alimony, proof of SSA/SSI or Veteran's Benefits, or proof of retirement income. **MUST ATTACH A COPY OF DOCUMENTS - NO EXCEPTIONS.**

I, the undersigned applicant, do hereby authorize \_\_\_\_\_ to verify my personal records, including wages, pensions, and investments. It is understood that this authorization is granted for the sole purpose of certifying my eligibility for federal financial assistance, and that all information acquired in this regard will remain confidential.

BY MY SIGNATURE, I ACKNOWLEDGE THAT ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT IF I MAKE ANY WILLFUL FALSE STATEMENT IN THIS CERTIFICATION OR ANY OTHER DOCUMENTATION THAT I PROVIDE FOR PROGRAM ELIGIBILITY, I MAY BE PUNISHED WITH FINES OR IMPRISONMENT OF UP TO FIVE (5) YEARS, OR BOTH, UNDER SECTION 1001 OF TITLE 18, UNITED STATES CODE, AND I ALSO MAY BE SUBJECT TO CIVIL AND/OR ADMINISTRATIVE PENALTIES AND SANCTIONS.

Signature of Applicant

Date







**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
GENERAL CDBG INTAKE ELIGIBILITY FORM**

<b>CDBG INCOME ELIGIBILITY</b>	<b>24 CFR 570.208</b>	
Activity classified under family size and income	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
Activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

**DEFINITIONS / 24 CFR 570.3**

**Family** means all persons living in the same household who are related by birth, marriage or adoption.

**Household** means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

**Income.** For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under 570.208(a)(1)(vi). Activities qualifying under 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The three definitions are as follows:

(i) **Annual income as defined** under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable).

**Estimated annual income** shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

**Low- and moderate-income household** means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and moderate-income person** means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Low-income household** means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

**Low-income person** means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

**INSTRUCTIONS FOR IMPLEMENTING AGENCY**

You must first seek third party verification. This is a verification that is received directly from the source of income. The request can be by mail, fax, or email. It must be clearly evidenced that it was received from the source.

**FY 2019 INCOME LIMITS Effective April 24, 2019**

Area Median Income (AMI): \$54,900		Please check the appropriate family size and income.					
✓	Family Size	✓	Extremely Low (30% of Median)	✓	Very Low (50% of Median)	✓	Low (80% of Median)
<input type="checkbox"/>	1	<input type="checkbox"/>	\$17,800	<input type="checkbox"/>	\$29,650	<input type="checkbox"/>	\$47,450
<input type="checkbox"/>	2	<input type="checkbox"/>	\$20,350	<input type="checkbox"/>	\$33,900	<input type="checkbox"/>	\$54,200
<input type="checkbox"/>	3	<input type="checkbox"/>	\$22,900	<input type="checkbox"/>	\$38,150	<input type="checkbox"/>	\$61,000
<input type="checkbox"/>	4	<input type="checkbox"/>	\$25,750	<input type="checkbox"/>	\$42,350	<input type="checkbox"/>	\$67,750
<input type="checkbox"/>	5	<input type="checkbox"/>	\$30,170	<input type="checkbox"/>	\$45,750	<input type="checkbox"/>	\$73,200
<input type="checkbox"/>	6	<input type="checkbox"/>	\$34,590	<input type="checkbox"/>	\$49,150	<input type="checkbox"/>	\$78,600
<input type="checkbox"/>	7	<input type="checkbox"/>	\$39,010	<input type="checkbox"/>	\$52,550	<input type="checkbox"/>	\$84,050
<input type="checkbox"/>	8	<input type="checkbox"/>	\$43,430	<input type="checkbox"/>	\$55,950	<input type="checkbox"/>	\$89,450

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

CD/17/51712/V3