Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

Agenda Item No. 8(F)(1)(E)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving the Exchange of County Owned Property Located at1785 NW 47 Street, Miami, for Property Owned by Fernando S. Ruiz Located at 1871 NW 41 Street, Miami Through the Infill Housing Initiative

---

Recommendation

It is recommended that the Board approve the attached resolution authorizing the exchange of County-owned property located at 1785 NW 47 Street, Miami, for property owned by Fernando S. Ruiz, located at 1871 NW 41 Street, Miami, through the County's Infill Housing Initiative; and authorizing the Mayor to execute a County Deed for such purpose.

Scope:

Folio No. of Returned Lot & Address	01-3122-035-0871	1871 NW 41 St.
Folio No. of Requested Lot and Address:	01-3122-014-0370	1785 NW 47 St.
2008 Assessed Value and Size of Returned Lot:	$53,302.00	4440 Sq. Ft.
2008 Assessed Value and size of Requested Lot:	$51,721.00	4796 Sq. Ft.
Zoning of Both Lots	RU-2	
Current Use of both Lots:	Unimproved	
COMMISSION DISTRICT:	3	
COMMISSION DISTRICT IMPACTED:	3	

Fiscal Impact: No Fiscal Impact

Track Record/Monitor:

MANAGING DEPARTMENT: General Services Administration

MONITOR: DeWayne L. Little, GSA Urban Land Development Manager

/

Background:

On May 11, 2004 Mr. Ruiz purchased, via competitive bid, five lots from the County through the County's Infill Housing Initiative. The sale was authorized by Resolution No. R-557-04. Mr. Ruiz has completed three of the homes, all of which have been sold to low income families, and a fourth home is about 50% complete. Mr. Ruiz has been trying to obtain building permits on the fifth lot; however, the lot contains three large trees on it, which the City of Miami will not allow him to remove unless he replaces them with 22 smaller trees either on the property and/or in other parts of the city. The cost of replacing these trees is not economically feasible.

Since Mr. Ruiz purchased this lot from the County, staff is recommending that he be given another lot in exchange for the lot he previously acquired from the County. The property being recommended for conveyance is of similar size and value as the one being returned, and is buildable. The County-owned property will be conveyed subject to the standard Infill Housing restrictions found in the attached County Deed.

Delegated Authority:

Authorizes the County Mayor to execute and record a County Deed.

Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(E)

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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) 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. 8(F)(1)(E)

10-6-09

RESOLUTION NO. _____

RESOLUTION APPROVING THE REPLACEMENT OF COUNTY OWNED PROPERTY LOCATED AT 1785 NW 47 STREET, MIAMI, FOR PROPERTY OWNED BY FERNADO S. RUIZ LOCATED AT 1871 NW 41 STREET, MIAMI, THROUGH THE INFILL HOUSING INITIATIVE; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A COUNTY DEED

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, for the property described in the accompanying County Deed, copies of which are incorporated herein and made a part thereof,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the replacement of County-owned property located at 1785 NW 47 Street, Miami, for property owned by Mr. Fernando S. Ruiz located at 1871 NW 41 Street, Miami, for the purposes of providing affordable housing through the Infill Housing Initiative Program; authorizing the Mayor to execute a County Deed substantially in the form attached hereto, and pursuant to Resolution No. R-974-09 (a) directing the County Mayor or his designee to record the County Deed authorized herein in the public records of Miami-Dade County and to provide a recorded copy of the County Deed to the Clerk of the Board within thirty (30) days of execution of the County Deed; and, (b) direct the Clerk of the Board to attach and permanently store a recorded copy of the County Deed together with this resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Jorge Martinez-Esteve

Instrument prepared by and return to:
Miami-Dade County
GSA Infill Housing Program
C/O Alan S. Eson
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No: 01-3122-014-0370

COUNTY DEED

THIS DEED, made this _____day of _____, 200__ AD. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, Party of the First Part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and Fernando S. Ruiz, Party of the Second Part, whose address is 155 SW 124 Ave., Miami FL 33184:

***WITNESSETH*:**

That the said Party of the First Part, for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Party of the Second Part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (the "Property"):

LEGAL DESCRIPTION:

LOT 29 BLOCK 2, 17th AVENUE MANOR, according to the Plat thereof, as recorded in Plat Book 18 at Page 43 of the public records of Miami-Dade County, Florida.
1785 NW 47 Street, Miami, Florida

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:

1. That the Property shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative established in Sections 17-121 through 128 of the Code of Miami-Dade County and the County's Infill Housing Initiative Guidelines.

2. That the Party of the Second Part shall not transfer, convey or sell any portion of the Property or enter into a joint development agreement with a third party to develop the property.

3. That the Property shall be developed with affordable housing within one (1) year of the recording of this deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing, Party of the First Part may, in its sole discretion, waive this restriction if Party of the First Part finds it necessary to extend the time frame in which Party of the Second Part must complete the home. Such waiver by Party of the First Part, to be effective must (i) be given prior to the expiration date of this restriction and (ii) shall be evidenced by the preparation of a letter executed by the County Manager or his designee giving such waiver and specifying the new time frame in which Party of the Second Part must complete the home. The letter by Party of the First Part 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.

4. That the affordable housing developed on the property shall be sold to a low or moderate income household (120% or less of median income), as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand Dollars and 00/100 ($205,000.00).

5. That the Party of the Second Part shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Party of the Second Part to the qualified household the County's "Affordable Housing Restrictive Covenant;" and include the following language in the deed of conveyance:

6.

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

7. That the Party of the Second Part (or successor in interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part 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, except:

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 single family home in an amount(s) not to exceed the value of the improvements as determined by an appraiser; and

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

c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (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), stating the value of the single family home 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 re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. 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.

Upon receiving satisfactory proof of compliance with all of the deed restrictions listed above, the Party of the First Part shall furnish the Party of the Second Part 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.

8. In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein above, the Party of the Second Part, its successors or assigns, shall correct or cure

the default/violation within (30) days of notification of the default by the Party of the First Part. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the property shall automatically revert to the Party of the First Part without the necessity of filing any suit to enforce same and the Party of the First Part shall have the right to re-enter and take possession of the property and to terminate and revest in the Party of the First Part the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the Party of the First Part, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the 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 the said Party of the First Part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said 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: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized by Resolution No.____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 200___.

March 23, 2009

Miami-Dade County
GSA
Real Estate Management
111 NW 1st Street- 24th Floor
Miami, FL 33128

G.S.A. ADMIN. SVCS.
PERSONNEL SECTION

2009 APR 17 A 11: 25

Attn: Dewayne L. Little

Re: 1871 NW 41st Street

Dear Mr. Little

This lot, folio 01-3122-035-0871, has 3 specimen trees which are protected. In order to develop the lot and remove the trees in order to build the Tree Permit Section wants me to replace the trees with twenty-two (22) 2 inch by 12 foot trees which include Gumbo-limbo, Green Buttonwood and Pink Tabbulla. The Tree Permit Sections' mitigation requirement is very stringent and expensive and I will not be able to recoup the additional cost in the sale of the home. The home is in the Infill Housing Program and there is a sales cap of $225,000. With the home market the way it is the sale would likely appraise below this amount as my other homes are now appraising at $210,000.

Therefore, I would prefer to deed the lot back to the County and in exchange have the County deed a buildable lot back to us.

I propose, with the Boards approval, to deed back lot 01-3122-014-0307 assessed at $53,302. in exchange for 01-3122-014-0370 which is assessed at $51,721. I further agree to place lot 01-3122-014-0370 in the Infill Housing Program and abide by current guidelines.

There are no **outstanding real estate taxes**, liens or encumbrances on the lot that I propose to deed back to the County.

I require this decision be made as soon as possible, as the current permit is due to expire.

Sincerely,

Fernando S. Ruiz

10

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map

Digital Orthophotography - 2007 0 111 ft

This map was created on 8/17/2009 8:22:53 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

Close

Summary Details:

Folio No.:	01-3122-014-0370
Property:	1785 NW 47 ST
Mailing Address:	MIAMI DADE COUNTY GSA - R/E MGMT 111 NW 1 ST STE 2460 MIAMI FL 33128-1929

Property Information:

Primary Zone:	5700 TWO FAMILY RESIDENCE
CLUC:	0080 VACANT LAND-GOVERNMENTAL
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	4,796 SQ FT
Year Built:	0
Legal Description:	17TH AVE MANOR PB 18-43 LOT 29 BLK 2 LOT SIZE 44.000 X 109 COC 25609-1220 01 2007 3 OR 25609-1220 0107 01

Assessment Information:

Year:	2009	2008
Land Value:	$32,685	$51,721
Building Value:	$0	$0
Market Value:	$32,685	$51,721
Assessed Value:	$32,685	$51,721

Taxable Value Information:

Year:	2009	2008
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$32,685/$0	$51,721/$0
County:	$32,685/$0	$51,721/$0
City:	$32,685/$0	$51,721/$0
School Board:	$32,685/$0	$51,721/$0

11

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map

Digital Orthophotography - 2007 0 111 ft

This map was created on 8/17/2009 8:22:24 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

Close

Summary Details:

Folio No.:	01-3122-035-0871
Property:	1871 NW 41 ST
Mailing Address:	FERNANDO RUIZ 155 SW 124 AVE MIAMI FL 33184-1413

Property Information:

Primary Zone:	5700 TWO FAMILY RESIDENCE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	4,440 SQ FT
Year Built:	0
Legal Description:	ALLAPATTAH SCHOOL PB 5-99 LOT 88 BLK 6 LOT SIZE 40.000 X 112 COC 22518-4379 06 2004 3 OR 22518-4379 0604 01

Assessment Information:

Year:	2009	2008
Land Value:	$33,452	$53,302
Building Value:	$0	$0
Market Value:	$33,452	$53,302
Assessed Value:	$33,452	$53,302

Taxable Value Information:

Year:	2009	2008
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$0/$33,452	$0/$53,302
County:	$0/$33,452	$0/$53,302
City:	$0/$33,452	$0/$53,302
School Board:	$0/$33,452	$0/$53,302

12