

Memorandum



Date: November 9, 2010

GO
Agenda Item No. 3C

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

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

Subject: Resolution authorizing the exchange of County-owned property located at approximately SW 213 Street and SW 120 Avenue for an infill housing lot located at approximately SW 179 Street and SW 103 Avenue being returned by D.S. Development Corporation

Recommendation:

It is recommended that the Board approve the attached resolution authorizing the exchange of County-owned property located at approximately SW 213 Street and SW 120 Avenue, Miami, for an infill housing lot, located at approximately SW 179 Street and SW 103 Avenue, Miami, being returned by D.S. Development Corporation, and authorizing the Mayor to execute a County Deed for such purpose, subject to the standard infill housing restrictions.

Scope:

FOLIO NO. OF COUNTY LOT:	30-6912-004-0240
ADDRESS OF COUNTY LOT:	Approximately SW 213 Street and SW 120 Avenue
SIZE OF COUNTY LOT:	6,240 Sq. Ft.
2010 ASSESSED VALUE OF COUNTY LOT:	\$15,600.00
ZONING OF COUNTY LOT:	RU-2
CURRENT USE OF COUNTY LOT:	Unimproved
COMMISSION DISTRICT OF COUNTY LOT:	9
FOLIO NO. OF RETURNED LOT:	30-5032-000-0990
ADDRESS OF RETURNED LOT:	Approximately SW 179 Street and SW 103 Avenue
SIZE OF RETURNED LOT:	6,534 Sq. Ft.
2010 ASSESSED VALUE OF RETURNED LOT:	\$21,236.00

Honorable Chairman Dennis C. Moss
and Members, Board County Commissioners
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ZONING OF RETURNED LOT: RU-2

CURRENT USE OF RETURNED LOT: Unimproved

COMMISSION DISTRICT OF
RETURNED LOT: 9

FISCAL IMPACT: No Fiscal Impact

BACKGROUND: On May 11, 2004, K & K Custom Homes, Inc. purchased, via competitive bid, two lots through the County's Infill Housing Program. K & K Custom Homes' bid in the amount of \$16,100.00 was the highest. The sale was authorized by Resolution No. R-557-04. K & K Custom Homes completed one home, and sold it to a low-income family, but was unable to proceed with construction on the second lot due to the fact that they discovered that a portion of the adjacent home, located at 17821 SW 103 Ave., was encroaching on the lot. Attached is a survey that shows the encroachment (Exhibit "A"). In addition, the lot is located in the newly created West Perrine Urban Design Zoning District which requires certain design elements that cannot be accommodated on a lot of this shape and size.

Mr. Jose Diaz, the principal director of K & K Custom Homes would like to return the non-buildable lot for a lot that is buildable. Also, Mr. Diaz is requesting that the lot be conveyed to his new corporation, D.S. Development Corporation, which is the company that presently holds title to the lot that is being returned to the County. K & K Custom Homes was voluntarily dissolved on September 25, 2008 by Mr. Diaz when he partnered with Mr. Rafael Suarez, another single family home developer, and created D.S. Development Corporation. D.S. Development Corporation and K & K Custom Homes have built a total of three (3) homes through the County's Infill Housing Initiative, all of which have been sold to low-income families.

Honorable Chairman Dennis C. Moss
And Members, Board County Commissioners
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JUSTIFICATION:

The County-owned property being recommended for conveyance is buildable and is assessed at a lesser value than the one being returned. Once Mr. Diaz conveys his property back to the County, the County will convey the replacement lot via County Deed, subject to the standard Infill Housing restrictions. Pursuant to Florida Statutes 125.37, this land exchange has been publicly advertised.

Track Record/Monitor:

MANAGING DEPARTMENT:

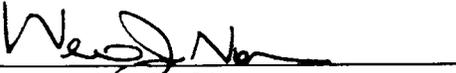
General Services Administration

MONITOR:

Alan Eson, Real Estate Officer

DELEGATED AUTHORITY:

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



Wendi J. Norris, Director
General Services Administration



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss DATE: October 5, 2010
and Members, Board of County Commissioners

FROM: R. A. Cuevas, Jr. SUBJECT: Agenda Item No.
County Attorney 

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

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING THE EXCHANGE OF COUNTY-OWNED PROPERTY LOCATED AT APPROXIMATELY SW 213 STREET AND SW 120 AVENUE WITH AN ASSESSED MARKET VALUE OF \$15,600 FOR REAL PROPERTY OWNED BY D.S. DEVELOPMENT CORPORATION, LOCATED AT APPROXIMATELY SW 179 STREET AND SW 103 AVENUE WITH AN ASSESSED MARKET VALUE OF \$21,236; 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; and

WHEREAS, this Board is satisfied that said County Property can be used for the purpose of infill development and is not needed by the County for any other purpose; and

WHEREAS, this Board finds that pursuant to Section 125.37 of the Florida Statutes this exchange of property serves the best interest of the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby approves the exchange of County-owned property, located at approximately SW 213 Street and SW 120 Avenue, Miami, for real property owned by D.S. Development Corporation, located at approximately SW 179 Street and SW 103 Avenue; 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 to provide a recorded copy of the County Deed to the Clerk of the Board within thirty (30) days of execution and

final acceptance; and, (b) direct the Clerk of the Board to attach and permanently store a recorded copy of 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	Jose 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 5th day of October, 2010. 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 the County Attorney
as to form and legal sufficiency.

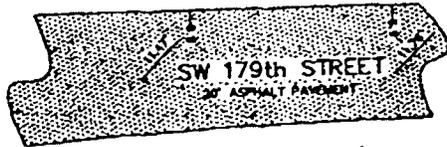
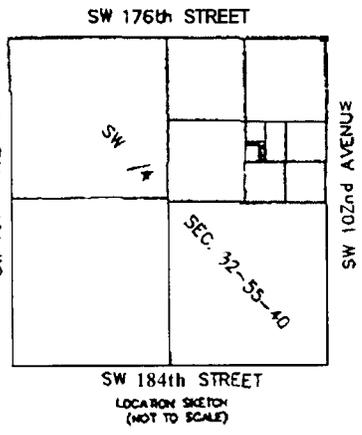
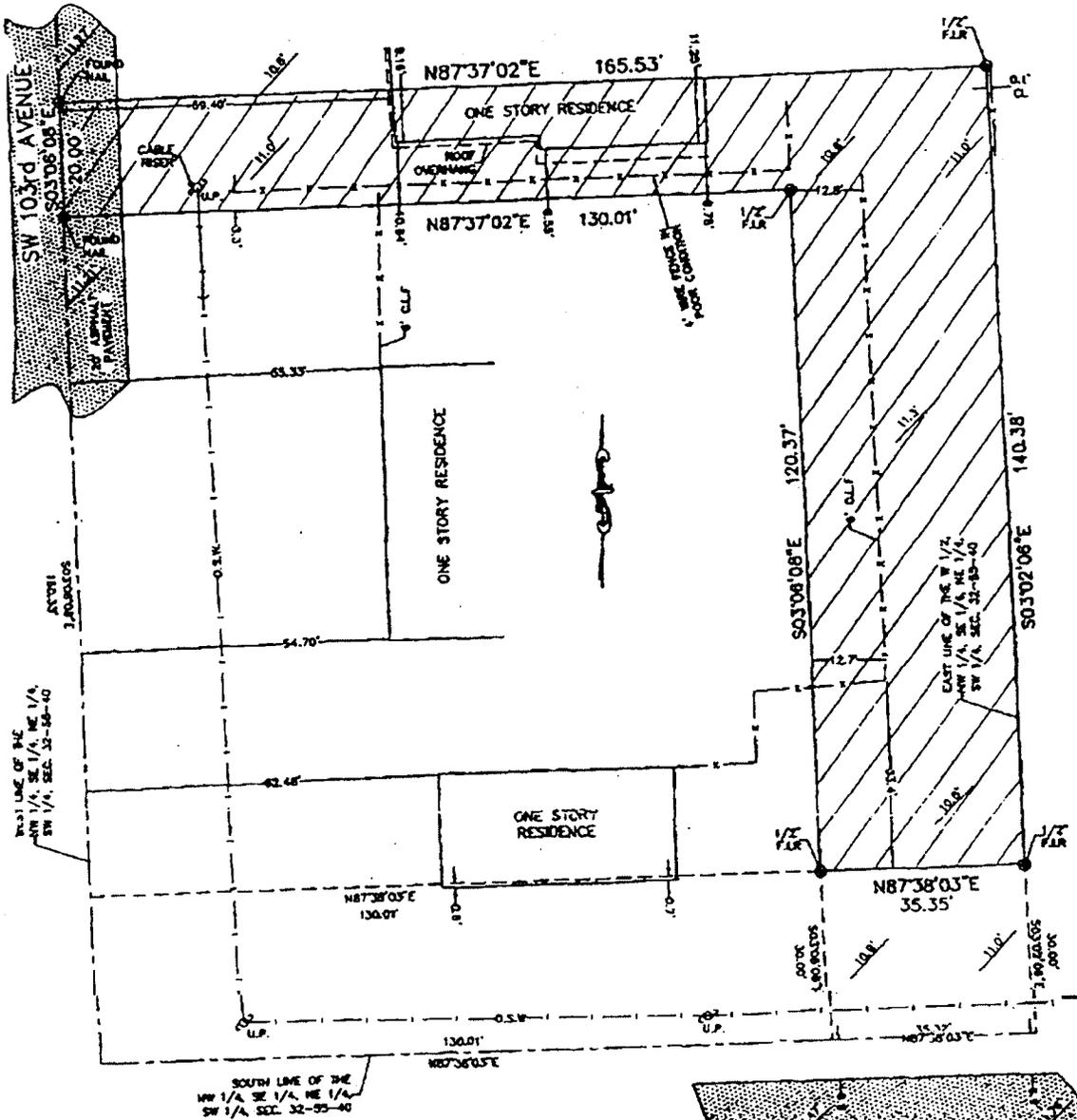
Debra Herman



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MANHOLE "A"
MAP OF BOUNDARY SURVEY

(BOUNDARY SURVEY)
 SCALE 1" = 20'



LEGAL NOTES

THIS SURVEY REFLECTS ALL CORRECTIONS AND ADJUSTMENTS MADE TO THE ORIGINAL FIELD DATA AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE SURVEYOR'S LIABILITY IS LIMITED TO THE SURVEY FEE CHARGED.

1111 SW 38th TERRACE
 MIAMI, FLORIDA 33185

JULIO E. PEREZ, P.S.M.
 PROFESSIONAL SURVEYOR & MAPPER
 CERTIFICATE No LS- 8029 STATE OF FLORIDA

CELL (305) 342-8810
 PHONE (305) 465-1758
 FAX (305) 465-3005

ORDER NO. 04-486
 DATE OF SURVEY AUG. 19, 2004
 SHEET 2 OF 2
 NOT VALID WITHOUT SHEET 1 OF 2

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My Home



miamidade.gov

ACTIVE TOOL: SELECT



Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Property Appraiser Tax Comparison

Summary Details:

Folio No.	30-6912-004-0240
Property	
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	6,240 SQ FT
Year Built	0
Legal Description	SYMMES-SHARMAN TRACT PB 9-170 LOT 1 BLK 2 LOT SIZE 47,900 X 130 OR 19870-4954 0801 3

Assessment Information:

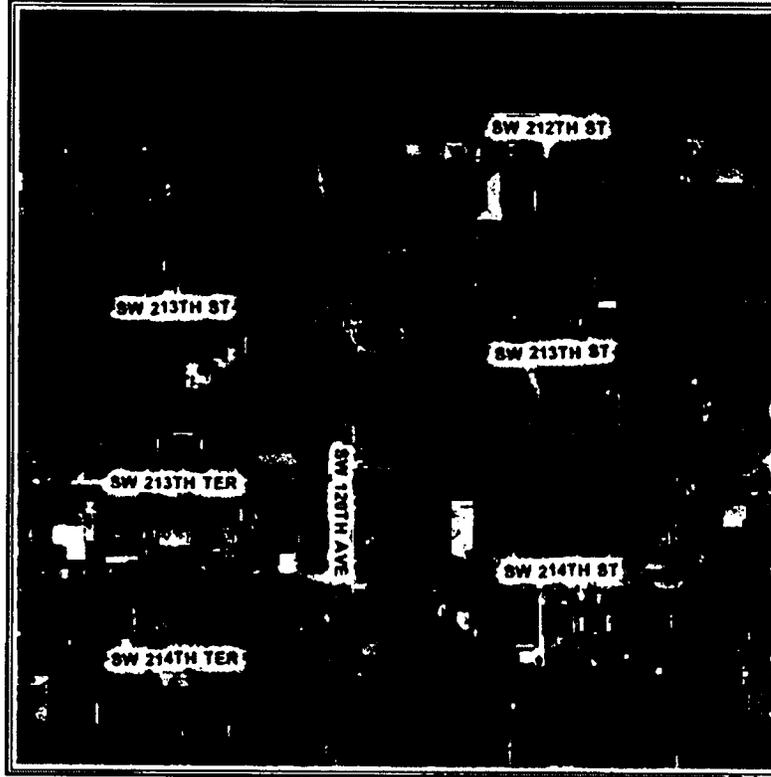
Year:	2010	2009
Land Value:	\$15,600	\$34,320
Building Value:	\$0	\$0
Market Value	\$15,600	\$34,320
Assessed Value:	\$15,600	\$34,320

Taxable Value Information:

Year:	2010	2009
Taxing Authority	Applied Exemption1 Taxable Value.	Applied Exemption1 Taxable Value.
Regional:	\$15,600/\$0	\$34,320/\$0
County:	\$15,600/\$0	\$34,320/\$0
School Board:	\$15,600/\$0	\$34,320/\$0

Additional Information:

Click here to see more information for this property. Community Development District Community Redevelopment Area Empowerment Zone Enterprise Zone Zoning Land Use Urban Development Boundary Zoning Non-Ad Valorem Assessments



Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



Aerial Photography - 2009

0 — 113 ft

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Search By:

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- [Property Appraiser Tax Comparison](#)

Summary Details:

Folio No.:	30-5032-000-0990
Property:	
Mailing Address:	D S DEVELOPMENT CORP 3721 SW 127 AVE MIAMI FL 133175-

Property Information:

Property Zone:	5700 TWO FAMILY RESIDENCE
APPLICABLE ZONING:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adjusted Sq. Footage:	0
Lot Area:	6,534 SQ FT
Year Built:	0
Legal Description:	32 55 40 .15 AC S1/2 OF W1/2 OF NW1/4-SE1/4-NE1/4 SW1/4 & LESS S.30FT RD & LESS N40FT OF S70FT OF W130FT LESS S75FT OF N95FT OF W130FT LOT SIZE SITE VALUE

Assessment Information:

Year:	2010	2009
Land Value:	\$21,236	\$47,372
Building Value:	\$0	\$0
Market Value:	\$21,236	\$47,372
Assessed Value:	\$21,236	\$47,372

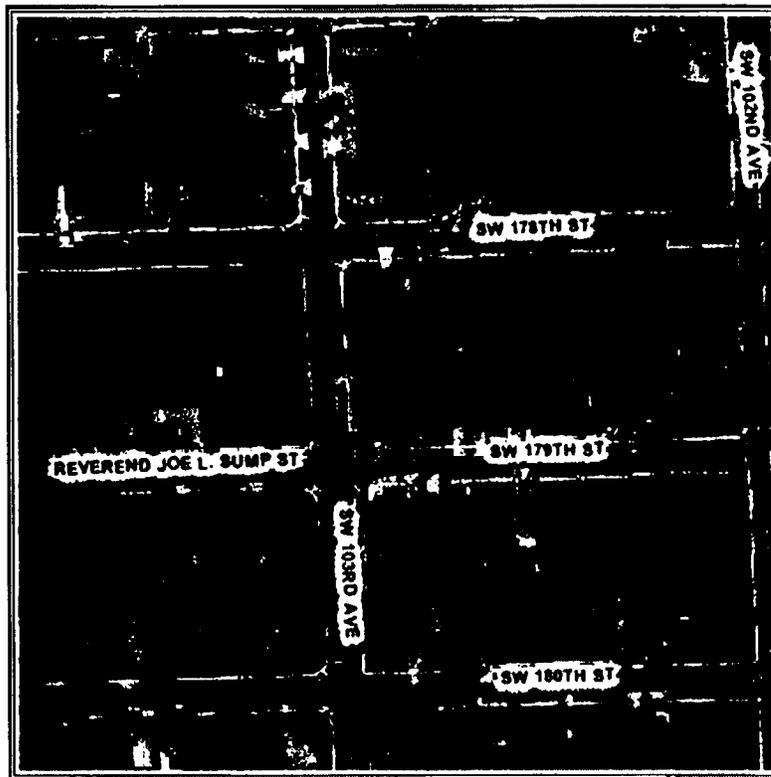
Taxable Value Information:

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value	Applied Exemption/ Taxable Value
Regional:	\$0/\$21,236	\$0/\$47,372
County:	\$0/\$21,236	\$0/\$47,372
School Board:	\$0/\$21,236	\$0/\$47,372

Sale Information:

Sale Date:	9/2009
Sale Amount:	\$47,300
Sale O/R:	27029, 2014
Sales Qualification Description:	Transaction involving affiliated parties (family, corporate, business, landlord-tenant)
View Additional Sales	

Additional Information:



Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



Aerial Photography - 2009

0 — 115 ft

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FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Profit Corporation

D.S. DEVELOPMENT CORPORATION

Filing Information

Document Number PO4000026484

FEI/EIN Number 134273914

Date Filed 02/09/2004

State FL

Status ACTIVE

Principal Address

3721 SW 127 AVE
MIAMI FL 33175

Mailing Address

3721 SW 127 AVE
MIAMI FL 33175

Registered Agent Name & Address

SUAREZ, RAFAEL
3721 SW 127 AVE
MIAMI FL 33175

Officer/Director Detail

Name & Address

Title DP

SUAREZ, RAFAEL
3721 SW 127 AVE
MIAMI FL 33175

Title DV

DIAZ, JOSE L
3721 SW 127 AVE
MIAMI FL 33175

Annual Reports

Report Year Filed Date

2008 06/13/2008

2009 04/30/2009

2010 03/01/2010

Document Images

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Instrument Prepared by and Return to:
Miami-Dade County
GSA Infill Housing Program
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No: 30-6912-004-0240

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 D.S. Development Corporation, Party of the Second Part, whose address is 3721 SW 127 Avenue, Miami, Florida, 33175.

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:

SYMMES-SHARMAN TRACT LOT 1, BLK 2, according to the Plat thereof, as recorded in Plat Book 9 at Page 170 of the public records of Miami-Dade County, 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.

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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:

"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."

6. 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.

7. 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. 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__.