



MEMORANDUM

Agenda Item No. 5(E)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 3, 2012

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

SUBJECT: Resolution declaring County-owned
properties surplus and authorizing
County Mayor to convey County
lots in the amount of ten dollars
pursuant to the County's Infill
Housing Initiative Program to
build affordable housing units
in accordance with IO 3-44

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.

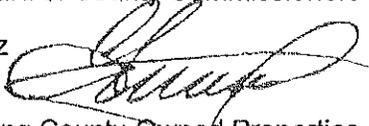


R. A. Cuevas, Jr.
County Attorney

RAC/up

Date: July 3, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Declaring County-Owned Properties as Surplus and Authorizing the County Mayor To Convey Properties through the Infill Housing Program

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this resolution, which does the following:

- declares as surplus various County-owned properties identified in Attachment A and includes these properties in the Infill Housing Initiative Program in accordance with Section 125.379 of the Florida Statutes;
- revises the inventory of affordable housing sites to include the properties described in Attachment A;
- authorizes the County Mayor or the County Mayor's designee, after these properties have been developed, to set the maximum sales prices for the single-family homes at \$175,000, and make these properties available to the list of Board-approved Infill housing developers;
- authorizes the Chairman of the Board to execute County Deeds on behalf of the County; and
- waives the requirements of Resolution R-376-11 because of the volume of properties and the unavailability of records to provide a detail description as required by the resolution.

Scope

The lots are located in County Commission Districts 1, 2, 3, 5, 7, 8, and 9 as identified in Attachment "A".

Fiscal Impact/Funding Source

The future conveyance of these lots will eliminate the County's obligation to maintain the lots, which averages approximately \$800 per year per lot and will put the properties back on the tax roll.

Track Record/Monitor

The project will be monitored by the Facilities and Development Division, Public Housing and Community Development.

Background

On January 25, 2007 the Board approved Implementing Order 3-44, which established the procedures for the Infill Housing Initiative, including the conveyance of County-owned property to qualified developers selected through a Request for Qualifications (RFQ) process. In accordance with Section 125.379 of the Florida State Statutes, the County shall prepare an inventory list of real property appropriate for affordable housing every three years.

Pursuant to the Implementing Order, property that is located in the infill target areas and is appropriately sized, residentially zoned, designated for residential use in the County's Land Use Map, or located adjacent to residential uses is presented to the Affordable Housing Review Committee, which determines whether the property is suitable for the development of affordable housing. The Affordable Housing Review Committee is chaired by the County Mayor's designee, and is comprised of representatives from various County departments, including Internal Services, Regulatory and Economic Resources, Public Works and Waste Management, Water and Sewer, Finance, Public Housing and Community

Development, and any other department deemed necessary by the County Mayor to review lots being considered for affordable housing.

County properties that are deemed by the Affordable Housing Review Committee to be suitable for the development of infill housing must be declared surplus by the Board before they can be offered to the qualified developer pool. These lots have been preliminarily reviewed by staff to be developed for affordable housing; however, final review by the Affordable Housing Review Committee is pending. The attached list of the parcels is indicated in Attachment A. Those lots that are rejected for not meeting established criteria will be placed in the County's surplus or excess lands.

Developers may request assistance from the County for those lots requiring corrective action such as zoning modifications, platting, and quiet title. These lots will be offered to members of the pool through a competitive work order proposal process that encourages a mix of housing prices that are affordable to very low-, low-, and moderate-income households, based on the following Area Median Income levels (adjusted for family size) issued from US HUD annually.

Maximum Income Limits*

FAMILY SIZE	<=50% Very Low	50.01% - 80% Low	80.01% - 100% Median	100.01% - 120% Moderate	120.01% - 140% Moderate/Middle
1	24,150	38,650	48,300	57,960	67,620
2	27,600	44,200	55,200	66,240	77,280
3	31,050	49,700	62,100	74,520	86,940
4	34,500	55,200	69,000	82,800	96,600
5	37,300	59,650	74,600	89,520	104,440
6	40,050	64,050	80,100	96,120	112,140
7	42,800	68,450	85,600	102,720	119,840
8	45,550	72,900	91,100	109,320	127,540

*Income Limits revised as of June 20, 2011 and are subject to change periodically via U.S. HUD revisions (HUD & FHFC revision date May 31, 2011).

At the time the County is ready to convey the properties, the Chair of the Board shall execute the County Deeds, in substantially the form attached as Attachments B and C. Public Housing and Community Development will ensure that the deeds are properly filed and recorded with the Clerk of the Courts. The County Deed (Attachment B) is used for the conveyance of Internal Services lots and Attachment C is used for the conveyance of Public Housing and Community Development lots that were purchased with Community Development Block Grant or other federal funds. Internal Services will maintain the lots until such time as the lots are conveyed. Public Housing and Community Development will monitor the lots prior to conveyance and after conveyance.

The County Deeds (Attachments B and C) that convey these properties to approved developers contain restrictive covenants. After the properties are developed the developer will sell them to income-eligible recipients and the County will require a recorded restrictive covenant to ensure the property remains affordable for 20 years. If funding sources are available, then a second mortgage will be made available to a qualified buyer under the homebuyer mortgage assistance program. Public Housing and Community Development will administer the program to ensure compliance of the Infill Housing Program Guidelines. The future conveyance of these properties will help increase the stock of affordable single family housing in Miami-Dade County.

Attachments


 Russell Behford, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 3, 2012

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

SUBJECT: Agenda Item No. 5(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. 5(E)
7-3-12

RESOLUTION NO. _____

RESOLUTION DECLARING COUNTY-OWNED PROPERTIES SURPLUS; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO INCLUDE SAID PROPERTIES IN THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM TO BUILD AFFORDABLE HOUSING UNITS IN ACCORDANCE WITH IMPLEMENTING ORDER 3-44; REVISING THE INVENTORY LIST OF AFFORDABLE HOUSING SITES; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SET A PRICE BASED ON A BONA-FIDE APPRAISAL WITH A MAXIMUM PURCHASE PRICE OF \$175,000; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MAKE SUCH PROPERTIES AVAILABLE TO THE LIST OF BOARD-APPROVED INFILL HOUSING DEVELOPERS; AUTHORIZING THE CONVEYANCE OF THE COUNTY SURPLUS PROPERTIES IN THE AMOUNT OF TEN DOLLARS (\$10.00); AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE COUNTY DEEDS FOR SAID PURPOSE; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-376-11

WHEREAS, the Board of County Commissioners (the "Board") desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, Florida Statute Section 125.379 requires each county to prepare an inventory list at least every three (3) years of all real property that is appropriate for use as affordable housing; and

WHEREAS, Florida Statute Section 125.379 requires that such inventory list include the address, legal description and whether the property is vacant or improved; and

WHEREAS, Florida Statute Section 125.379 further allows for the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

WHEREAS, the Board wishes to waive the requirements of Resolution No. R-376-11 because of the volume of properties and the unavailability of records to provide a detailed description as required by the resolution,

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

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

Section 2. The Board declares the properties more fully described in Attachment “A” of the County Mayor’s Memorandum, which is incorporated by reference, to be surplus in accordance with Florida Statute section 125.379, and directs the County Mayor or the County Mayor’s designee to include said properties in the County’s Infill Housing Initiative Program to build affordable housing units in accordance with Administrative Order 3-44.

Section 3. The Board hereby revises the County’s inventory list, required by Florida Statute Section 125.379, of real property that is appropriate for affordable housing to include the inventory of properties described in Attachment “A”.

Section 4. The Board authorizes the County Mayor or the County Mayor’s Designee to set a fixed maximum sales price for homes built on the properties described in Attachment A, based on a bona fide appraisal, at no more than \$175,000. The affordability controls of the Infill Program as set forth in IO 3-44, as amended from time to time, shall apply.

Section 5. The Board also authorizes the County Mayor or the County Mayor's designee to make such properties described in Attachment "A" available to the list of Board approved infill housing developers.

Section 6. The Board authorizes the conveyance of the properties described in Attachment "A" in the amount of ten dollars (\$10.00).

Section 7. The Board authorizes the Chair of the Board of County Commissioners to execute County Deeds on behalf of Miami-Dade County in substantially the form attached hereto as Attachments "B" and "C".

Section 8. The Board hereby waives the requirements of Resolution R-376-11.

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:

	Joe A. Martinez, Chairman
	Audrey M. Edmonson, Vice Chairwoman
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of July, 2012. 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.

Terrence A. Smith

Handwritten signature of Terrence A. Smith in black ink, consisting of the letters 'TAS' in a stylized, cursive font.

Address	County District	Lot Size	2011 Assessed Value	Folio #
475 NW 9 STREET	3	10,000	\$35,000.00	01-0102-080-1060
7400 NW 2 AVENUE	3	5,320	\$16,899.00	01-3112-000-0290
7620 NW 3 AVENUE	3	8,260	\$11,295.00	01-3112-046-0330
6901 NW 3 AVENUE	3	6,250	\$6,500.00	01-3113-023-0342
6747 NW 4 COURT	3	4,000	\$8,179.00	01-3113-024-2510
128 NE 60 STREET	3	9,650	\$23,378.00	01-3113-051-0020
6335 NE 1 AVENUE	3	3,800	\$2,870.00	01-3113-056-0091
183 NW 59 STREET	3	10,000	\$24,107.00	01-3113-063-0480
244 NE 58 STREET	3	5,000	\$11,928.00	01-3113-065-1210
1627 NW 62 TERRACE	3	4,680	\$15,079.00	01-3114-000-0070
1395 NW 68 TERRACE	3	6,750	\$22,977.00	01-3114-016-0710
1460 NW 71 STREET	3	4,140	\$9,946.00	01-3114-017-0190
1465 NW 69 TERRACE	3	4,050	\$13,049.00	01-3114-017-0230
1410 NW 69 TERRACE	3	9,000	\$30,712.00	01-3114-017-0550
1541 NW 67 STREET	3	3,400	\$8,225.00	01-3114-018-0090
1455 NW 67 STREET	3	8,040	\$19,263.00	01-3114-018-0290
1473 NW 68 STREET	3	3,600	\$11,599.00	01-3114-018-0470
1580 NW 69 STREET	3	3,600	\$8,826.00	01-3114-018-1180
1451 NW 68 TERRACE	3	3,800	\$11,599.00	01-3114-018-1250
733 NW 69 STREET	3	7,150	\$28,644.00	01-3114-019-0640
875 NW 69 STREET	3	5,630	\$21,483.00	01-3114-019-0960
781 NW 55 STREET	3	4,900	\$11,760.00	01-3114-029-0100
844 NW 63 STREET	3	5,850	\$19,879.00	01-3114-036-0200
1020 NW 63 STREET	3	5,850	\$19,879.00	01-3114-036-0380
1090 NW 65 STREET	3	6,352	\$21,735.00	01-3114-036-1800
920 NW 66 STREET	3	5,300	\$18,137.00	01-3114-036-2250
3759 NW 23 COURT	3	5,834	\$17,502.00	01-3122-008-1800
1767 NW 47 STREET	3	4,796	\$11,972.00	01-3122-014-0350
1870 NW 42 STREET	3	4,440	\$9,925.00	01-3122-035-0880
1534 NW 53 STREET	3	10,000	\$24,708.00	01-3122-052-0490
1430 NW 52 STREET	3	5,250	\$13,245.00	01-3122-052-0910
4912 NW 11 AVENUE	3	5,000	\$10,000.00	01-3123-011-0410
4755 NW 16 AVENUE	3	5,250	\$134,674.00	01-3123-015-0510
4821 NW 15 AVENUE	3	6,950	\$13,940.00	01-3123-015-1210
1380 NW 46 STREET	3	5,350	\$10,740.00	01-3123-035-0260
1253 NW 43 STREET	3	11,000	\$328,829.00	01-3123-037-1263
1629 NW 40 STREET	3	5,000	\$10,224.00	01-3123-038-0150

* Addresses are approximate and subject to change

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Address	County District	Lot Size	2011 Assessed Value	Folio #
2185 NW 5 PLACE	3	2,250	\$11,352.00	01-3125-035-1140
2173 NW 5 PLACE	3	2,250	\$9,990.00	01-3125-035-1150
224 NW 21 STREET	3	6,500	\$32,500.00	01-3125-042-0140
787 NW 34 STREET	3	7,193	\$21,040.00	01-3126-008-0260
791 NW 34 STREET*	3	7,193	\$21,040.00	01-3126-008-0265
1276 NW 31 STREET	3	6,125	\$27,440.00	01-3126-039-1300
2961 NW 13 AVENUE	3	4,950	\$17,927.00	01-3126-039-1490
3749 OAK AVENUE	7	5,450	\$81,750.00	01-4120-006-0800
3604 PERCIVAL AVENUE	7	5,000	\$105,000.00	01-4121-007-0780
720 NW 133 STREET	2	8,032	\$24,605.00	06-2126-020-0270
1585 NW 152 TERRACE*	2	2,250	\$6,895.00	07-2217-018-1940
1587 NW 152 TERRACE*	2	2,250	\$6,895.00	07-2217-018-1950
2910 NW 132 TERRACE	2	11,340	\$39,690.00	08-2128-004-0331
853 SW 7 STREET	9	5,160	\$21,202.00	10-7813-004-0720
710 SW 7 STREET	9	5,160	\$21,202.00	10-7813-004-0930
548 SW 6 TERRACE	9	5,044	\$27,284.00	10-7813-036-0810
220 SW 4 COURT*	9	1,850	\$4,625.00	10-7813-042-0210
220 SW 4 COURT*	9	1,850	\$4,625.00	10-7813-042-0220
548 SW 3 AVENUE	9	3,750	\$18,750.00	10-7813-044-0220
543 SW 5 AVENUE	9	3,137	\$15,685.00	10-7813-045-0410
705 SW 11 AVENUE	9	5,450	\$15,872.00	10-7813-054-0880
914 NW 14 STREET	9	7,980	\$51,032.00	16-7824-001-0200
NW 10 St & 9 Ave. FL CITY*	9	7,500	\$14,512.00	16-7824-005-0440
951 NW 12 STREET	9	14,550	\$30,135.00	16-7824-006-0200
971 NW 12 STREET	9	14,550	\$30,135.00	16-7824-006-0220
NW 10 St & 9 AVE. FL CITY*	9	14,550	\$19,372.00	16-7824-006-0310
NW 12 St & 7 AVE FL CITY*	9	14,550	\$15,498.00	16-7824-006-0320
641 S BISCAYNE RIVER DRIVE	2	4,250	\$5,100.00	30-2124-014-0050
2610 NW 106 STREET	2	8,303	\$41,388.00	30-2134-000-0350
1832 NW 112 STREET	2	5,300	\$13,980.00	30-2134-011-1680
2347 NW 103 STREET	2	7,650	\$20,429.00	30-2134-012-0850
845 NW 111 STREET	2	9,750	\$46,678.00	30-2135-002-1100
981 NW 109 STREET	2	13,205	\$56,163.00	30-2135-002-1470
1167 NW 113 TERRACE	2	7,950	\$37,338.00	30-2135-010-0290
1157 NW 106 STREET	2	5,200	\$24,550.00	30-2135-020-0130
11204 NW 15 COURT	2	7,500	\$32,503.00	30-2135-022-0170
1363 NW 114 STREET	2	8,175	\$41,835.00	30-2135-023-0350

* Addresses are approximate and subject to change

Rev. 5/24/2012

Address	County District	Lot Size	2011 Assessed Value	Folio #
1220 NW 113 TERRACE*	2	6,825	\$36,642.00	30-2135-025-0170
470 NW 108 TERRACE	3	6,000	\$22,493.00	30-2136-017-0150
1212 NW 103 STREET	2	5,300	\$20,447.00	30-3102-006-0150
1527 NW 99 STREET	2	9,997	\$33,294.00	30-3102-010-0400
1428 NW 99 STREET	2	9,997	\$23,416.00	30-3102-010-0630
707 NW 95 TERRACE	2	7,000	\$26,910.00	30-3102-013-0110
745 NW 97 STREET	2	7,000	\$26,910.00	30-3102-013-0830
826 NW 98 STREET*	2	14,500	\$54,392.00	30-3102-013-0850
810 NW 98 STREET*	2	7,000	\$23,805.00	30-3102-013-0930
2120 NW 98 STREET	2	5,250	\$43,046.00	30-3103-008-0260
1900 NW 93 STREET	2	5,250	\$7,506.00	30-3103-011-0250
1786 NW 94 STREET*	2	4,200	\$4,945.00	30-3103-018-0430
2002 NW 99 TERRACE*	2	14,000	\$19,148.00	30-3103-019-0530
1929 NW 96 STREET*	2	7,000	\$9,574.00	30-3103-019-0911
1907 NW 95 STREET	2	6,875	\$10,175.00	30-3103-019-1090
1909 NW 95 STREET	2	5,625	\$8,325.00	30-3103-019-1100
2153 NW 94 STREET	2	13,358	\$30,165.00	30-3103-022-0050
9010 NW 21 AVENUE	2	4,000	\$8,179.00	30-3103-023-0110
8922 NW 21 COURT	2	3,650	\$7,464.00	30-3103-024-0300
8723 NW 21 COURT	2	6,038	\$16,585.00	30-3103-025-0040
2905 NW 98 STREET	2	8,650	\$21,567.00	30-3104-003-0260
3021 NW 93 STREET*	2	7,000	\$27,945.00	30-3104-003-3701
8749 NW 29 AVENUE	2	5,093	\$25,561.00	30-3104-007-0320
3100 NW 77 STREET*	2	6,313	\$11,090.00	30-3109-020-0370
2025 NW 70 STREET	2	3,750	\$6,433.00	30-3110-028-0820
2119 NW 70 STREET	2	3,750	\$6,433	30-3110-028-1050
2150 NW 87 STREET	2	4,298	\$7,216.00	30-3110-040-0060
1992 NW 83 STREET	2	15,041	\$16,267.00	30-3110-057-0270
2263 NW 80 STREET	2	5,950	\$9,129.00	30-3110-057-1300
1609 NW 82 STREET	2	7,921	\$27,129.00	30-3111-003-0030
1320 NW 81 TERRACE	2	7,225	\$25,061.00	30-3111-011-0040
1231 NW 82 STREET*	2	7,225	\$25,061.00	30-3111-012-0050
7221 NW 16 AVENUE*	3	4,750	\$16,400.00	30-3111-023-0260
1311 NW 77 TERRACE	3	6,550	\$17,748.00	30-3111-027-0090
1320 NW 77 STREET	3	43,560	\$16,850.00	30-3111-027-0220
7562 NW 13 AVENUE*	3	4,730	\$13,741.00	30-3111-027-0230
7569 NW 16 AVENUE*	3	5,400	\$15,768.00	30-3111-031-0460

* Addresses are approximate and subject to change

Address	County District	Lot Size	2011 Assessed Value	Folio #
1230 NW 75 STREET*	3	7,150	\$18,228.00	30-3111-032-0030
1400 NW 81 STREET	3	4,717	\$35,012.00	30-3111-037-0440
1657 NW 73 STREET	3	7,000	\$22,855.00	30-3111-038-0610
8409 NW 14 COURT	2	4,400	\$13,496.00	30-3111-040-0080
8430 NW 15 AVENUE*	2	5,886	\$17,632.00	30-3111-050-0123
415 NW 82 TERRACE*	2	11,100	\$55,465.00	30-3112-023-0180
1790 NW 71 STREET	3	3,840	\$15,338.00	30-3115-005-0080
1780 NW 69 TERRACE	3	4,000	\$104,291.00	30-3115-005-0550
1760 NW 69 TERRACE	3	4,000	\$15,813.00	30-3115-005-0580
1777 NW 68 TERRACE	3	3,600	\$17,966.00	30-3115-005-1060
1781 NW 68 TERRACE	3	3,600	\$10,339.00	30-3115-005-1070
1784 NW 63 STREET	3	3,600	\$9,936.00	30-3115-005-2920
1817 NW 69 STREET	3	4,000	\$15,813.00	30-3115-005-6350
2359 NW 64 STREET	3	3,840	\$19,057.00	30-3115-018-0631
2229 NW 64 STREET	3	7,480	\$37,504.00	30-3115-018-0740
2310 NW 55 TERRACE	3	4,240	\$17,602.00	30-3115-040-0580
3151 NW 58 STREET*	2	5,160	\$27,057.00	30-3116-009-1020
5801 NW 32 AVENUE	2	9,216	\$48,587.00	30-3116-009-1050
5850 NW 30 AVENUE*	2	3,990	\$21,973.00	30-3116-009-3230
4750 NW 31 COURT*	3	7,200	\$28,273.00	30-3121-000-0100
4730 NW 31 COURT*	3	7,200	\$28,273.00	30-3121-000-0400
3100 NW 53 STREET	3	4,359	\$16,657.00	30-3121-016-0120
2948 NW 45 STREET	3	4,959	\$43,296.00	30-3121-026-0700
2956 NW 45 STREET	3	2,871	\$5,112.00	30-3121-026-0710
2752 NW 45 STREET*	3	2,460	\$9,897.00	30-3121-026-1010
2746-48 NW 45 STREET	3	2,610	\$4,072.00	30-3121-026-1020
3055 NW 44 STREET	3	3,915	\$15,516.00	30-3121-028-0600
3051 NW 44 STREET	3	3,915	\$15,516.00	30-3121-028-0610
3053 NW 43 TERRACE	3	5,220	\$15,947.00	30-3121-028-0890
4401 NW 32 AVENUE	3	3,960	\$15,444.00	30-3121-033-0430
4230 NW 31 AVENUE	3	4,400	\$16,381.00	30-3121-033-0760
3271 NW 53 STREET	3	5,000	\$11,000.00	30-3121-034-0150
ABOUT 5255 NW 26 AVENUE*	3	9,175	\$41,288.00	30-3122-001-0130
ABOUT 5265 NW 26 AVENUE*	3	9,175	\$41,288.00	30-3122-001-0140
2280 NW 49 STREET	3	5,720	\$14,300.00	30-3122-006-0160
5000 NW 21 AVENUE*	3	5,414	\$14,829.00	30-3122-007-0370
3910 NW 23 AVENUE	3	7,565	\$15,672.00	30-3122-008-1880

* Addresses are approximate and subject to change

Rev. 5/24/2012

Address	County District	Lot Size	2011 Assessed Value	Folio #
4290 NW 21 AVENUE	3	6,582	\$16,455.00	30-3122-010-0110
ABOUT 4821 NW 27 AVENUE*	3	2,250	\$27,000.00	30-3122-015-0040
ABOUT 2640 NW 49 TERRACE*	3	3,150	\$40,950.00	30-3122-015-0050
2610 NW 49 TERRACE*	3	3,150	\$7,875.00	30-3122-015-0060
ABOUT 2630 NW 49 TERRACE*	3	2,510	\$6,275.00	30-3122-015-0070
ABOUT 2641 NW 48 STREET*	3	2,544	\$5,342.00	30-3122-015-0110
ABOUT 2641 NW 48 STREET*	3	6,300	\$72,765.00	30-3122-015-0120
ABOUT 4807 NW 27 AVENUE*	3	2,250	\$27,000.00	30-3122-015-0140
ABOUT 4811 NW 27 AVENUE*	3	2,250	\$27,000.00	30-3122-015-0150
2128 NW 44 STREET*	3	5,450	\$13,625.00	30-3122-016-0440
ABOUT 5311 NW 24 PLACE*	3	4,320	\$10,800.00	30-3122-018-0160
2245 NW 51 TERRACE	3	9,510	\$4,776.00	30-3122-021-0013
5011 NW 23 AVENUE	3	4,360	\$10,900.00	30-3122-021-0500
4304 NW 23 COURT	3	15,840	\$35,640.00	30-3122-025-0510
2263 NW 43 STREET	3	3,696	\$9,240.00	30-3122-029-0380
2320 NW 53 STREET	3	5,250	\$13,125.00	30-3122-030-0161
2600 NW 48 TERRACE	3	11,025	\$24,806.00	30-3122-060-0010
2601 NW 48 STREET	3	11,130	\$25,042.00	30-3122-060-0020
10700 SW 151 STREET	9	9,240	\$16,740.00	30-5019-003-1150
10221 SW 178 STREET	9	4,000	\$13,000.00	30-5032-000-0420
10254 SW 178 STREET	9	11,138	\$30,287.00	30-5032-000-0930
10020 HIBISCUS STREET	9	9,500	\$27,625.00	30-5032-004-0980
10328 SW 172 STREET*	9	5,550	\$11,100.00	30-5032-010-0111
10347 SW 176 STREET*	9	5,550	\$20,812.00	30-5032-010-1750
10210 SW 183 STREET	9	5,800	\$18,850.00	30-5032-015-0220
10431 SW 183 STREET	9	11,900	\$31,525.00	30-5032-016-0530
11551 SW 216 STREET*	9	6,970	\$17,425.00	30-6007-000-0090
21925 INGRAHAM AVENUE RD*	8	7,955	\$23,383.00	30-6017-002-0920
21765 SW 111 AVENUE*	9	7,500	\$22,684.00	30-6018-003-0550
11095 SW 219 STREET*	9	8,755	\$26,270.00	30-6018-003-0960
11085 SW 219 STREET*	9	10,880	\$30,392.00	30-6018-003-0970
10915 SW 220 STREET*	9	7,950	\$23,670.00	30-6018-003-1100
10700 SW 218 STREET*	9	10,696	\$28,208.00	30-6018-004-0490
10910 SW 212 STREET*	9	7,200	\$18,000.00	30-6912-004-0170
21305 SW 120 AVENUE*	9	6,240	\$15,600.00	30-6912-004-0240
11987 SW 218 STREET*	9	7,000	\$17,500.00	30-6912-004-0960
11965-67 SW 218 STREET*	9	3,675	\$9,188.00	30-6912-004-0980

* Addresses are approximate and subject to change

Rev. 5/24/2012

Address	County District	Lot Size	2011 Assessed Value	Folio #
11945 SW 218 STREET*	9	3,675	\$7,350.00	30-6912-004-0990
11940 SW 215 STREET*	9	7,200	\$18,000.00	30-6912-005-0050
11975 SW 216 STREET	9	7,200	\$18,000.00	30-6912-005-0100
12200 SW 218 STREET*	9	7,050	\$17,625.00	30-6912-008-0640
12180 SW 217 STREET*	9	7,100	\$17,750.00	30-6912-008-0850
120 AVE & SW 218 STREET*	9	1,366	\$2,732.00	30-6912-008-0980
12041 SW 218 STREET*	9	7,100	\$17,750.00	30-6912-008-1040
12050 SW 213 STREET*	9	10,700	\$22,250.00	30-6912-008-1550
12095 SW 213 STREET*	9	11,772	\$23,590.00	30-6912-008-1594
12065 SW 213 STREET*	9	5,400	\$13,500.00	30-6912-008-1640
12085 SW 213 STREET*	9	5,400	\$13,500.00	30-6912-008-1660
22170 SW 122 COURT*	9	14,157	\$39,000.00	30-6913-000-0521
22180 SW 122 COURT	9	5,706	\$15,720.00	30-6913-000-0522
22225 SW 119 AVENUE	9	5,223	\$15,669.00	30-6913-001-0461
21849 SW 118 COURT	9	7,500	\$20,625.00	30-6913-002-0070
21915 SW 118 COURT	9	7,500	\$20,625.00	30-6913-002-0100
11841 SW 220 STREET	9	7,500	\$20,625.00	30-6913-002-0130
124 AVENUE SW 217 ST*	9	8,208	\$21,049.00	30-6913-005-0030
12305 SW 218 STREET*	9	14,200	\$39,050.00	30-6913-005-0050
12233 SW 218 STREET	9	7,100	\$19,525.00	30-6913-005-0250
14360 SW 272 STREET	9	8,025	\$33,304.00	30-6934-006-0040
29120 ALABAMA RD	8	15,180	\$189,187.00	30-7904-004-0140
2325 NW 167 STREET*	1	3,157	\$2,096.00	34-2110-007-0780
ABOUT 2451 NW 167 STREET*	1	4,235	\$2,644.00	34-2110-007-0800
2255 NW 167 STREET*	1	6,237	\$2,133.00	34-2110-007-0810
1511 NW 154 STREET	1	5,000	\$17,892.00	34-2114-001-0260
15167 NW RAILROAD DRIVE	1	5,000	\$17,892.00	34-2114-001-1060
1935 NW 155 STREET*	1	4,950	\$19,408.00	34-2115-005-0050
ABOUT 1751 NW 151 STREET*	1	5,000	\$30,000.00	34-2115-006-1150
2291 NW 152 TERRACE*	1	6,500	\$19,771.00	34-2115-008-1100
15695 NW 38 COURT*	1	9,600	\$20,218.00	34-2117-004-3090
16301 NW 37 COURT*	1	6,420	\$13,962.00	34-2117-004-4020
16332 NW 40 COURT*	1	4,280	\$8,950.00	34-2117-005-0020

* Addresses are approximate and subject to change

Rev. 5/24/2012

Attachment "B"

Instrument prepared by:
Public Housing and Community Development
Infill Housing Initiative Program
701 NW 1 Court 16th Floor
Miami, Florida 33136

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this ___ day of _____, 20__ AD, by **MIAMI-DADE COUNTY, 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 _____, Inc., party of the second part, whose address is _____, Miami, Florida 331__:

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"):

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:

1. That the Property shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 128 of the Code of Miami-Dade County and the County's Infill Housing Initiative Guidelines. If the event Party of the Second Part fails to develop the home in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause.
2. 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. In the event Party of the Second Part fails to complete the construction of the home(s) within one (1) year from the date of this deed, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter. Notwithstanding, Party of the

First Part may, in its sole discretion, waive this reverter condition 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 event of the reverter 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. If no waiver is recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to Party of the First Part.

3. That the affordable housing developed on the property shall be sold to a qualified household, 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 One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event Party of the Second Part fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00), title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause, and by such reverter to the Party of the First Part, Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

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 developer 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."

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, provided, however, that Party of the Second Part 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 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.

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 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. 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 proof of compliance with all the deed restrictions listed above, the County 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.

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, 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 county. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, the Party of the Second 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 of 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: _____
Joe A. Martinez, Chairman

Approved for legal sufficiency _____

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 20____.

EXHIBIT "A"

LEGAL DESCRIPTION

Attachment "C"

Instrument prepared by:
Miami-Dade Public Housing and Community Development
Infill Housing Initiative Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136

Folio Nos:

COUNTY DEED

THIS DEED, made this ____ day of _____, 2012 AD, by **MIAMI-DADE COUNTY**, 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 _____, party of the second part, whose address is _____, Miami, Florida 331 ____;

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"):

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:

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. If the event Party of the Second Part fails to develop the home in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause.

2. 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. In the event Party of the Second Part fails to complete the

construction of the home(s) within one (1) year from the date of this deed, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter. Notwithstanding, Party of the First Part may, in its sole discretion, waive this reverter condition 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 event of the reverter 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. If no waiver is recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to Party of the First Part.

3. That the affordable housing developed on the property shall be sold to a qualified low income household earning less than or equal to eighty percent of the area median income, must be "affordable" to that household (PITI is less than one-third of household's gross monthly income), and is sold at a price equal to or 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 One Hundred and Seventy - Five Thousand and 00/100 (\$175,000.00). In the event Party of the Second Part fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00), title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause, and by such reverter to the Party of the First Part, Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. Within 30-days of closing on the sale of the home to the qualified household, Grantee shall submit a report to Miami-Dade County's Public Housing and Community Development (PHCD) indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the Community Development Block Grant (CDBG) investment. Program income is defined as the income from the sale of the houses.

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 developer 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.”

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, provided, however, that Party of the Second Part 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 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.

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 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. 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 proof of compliance with all the deed restrictions listed above, the County 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.

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, 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 county. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, the Party of the Second 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 in 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: _____
Joe A. Martinez, Chairman

Approved for legal sufficiency _____

The foregoing was authorized by Resolution No.R- _____, approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of _____, 2012.

EXHIBIT "A"
LEGAL DESCRIPTION
