

MEMORANDUM

Agenda Item No. 11(A)(22)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

SUBJECT: Resolution authorizing execution
of third amendment to Ground
Lease with Mourning Family
Foundation, Inc. a Florida not-
for-profit corporation;
authorizing the County Mayor to
exercise any and all other rights
conferred therein

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



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

SUBJECT: Agenda Item No. 11(A)(22)

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 Mayor'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. 11(A) (22)
9-17-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THIRD AMENDMENT TO GROUND LEASE WITH MOURNING FAMILY FOUNDATION, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the County entered into two Ground Leases for development of this property ("the Property") by the Mourning Family Foundation, Inc. (formerly "Alonzo Mourning Charities, Inc.") on December 2, 2008 by Resolution R-1369-08 for a term of 65 years; and

WHEREAS, on September 18, 2012 pursuant to Resolution R-750-12 and June 18, 2013 pursuant to Resolution 481-13, this Board approved certain amendments to the Ground Leases; and

WHEREAS, pursuant to the terms of the Ground Leases, as amended, Mourning Family Foundation, Inc. in two phases, is to develop approximately seventy-nine (79) family units and approximately one hundred fourteen (114) elderly units on the Property ("the Development"); and

WHEREAS, Mourning Family Foundation, Inc. desires to have certain amendments to the Ground Lease that would allow it to have the right to add a third phase with up to eighty (80) residential units on a portion of the site of the Phase II land,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Third Amendment to the Phase II Ground Lease between Miami-Dade County and Mourning Family Foundation, Inc., a Florida not-for-profit corporation (formerly known as

Alonzo Mourning Charities, Inc.) for premises to be utilized by the Mourning Family Foundation, Inc., their sub-lessee, or their sub-sublessee, for the development of affordable housing, in substantially the form attached hereto and made a part hereof (Exhibit 1); authorizes the County Mayor or the County Mayor's designee to execute the Third Amendment to Ground Lease, in substantially the form attached hereto and made a part hereof, for and on behalf of Miami-Dade County; approves and authorizes the County Mayor or the County Mayor's designee, at the option of Mourning Family Foundation, Inc., to enter into a new Ground Lease for Parcel C (as shown in attached Exhibit 1) with Mourning Family Foundation, Inc. ("Phase III Ground Lease") under substantially the same terms and conditions as the Phase II Ground Lease and, in the event the Phase III Ground Lease is executed, amend the Phase II Ground Lease to remove Parcel C from the Phase II Ground Lease; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson.

It 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:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

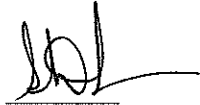
The Chairperson thereupon declared the resolution duly passed and adopted this 17th day September, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.



Shannon D. Summerset-Williams

THIRD AMENDMENT TO GROUND LEASE
PHASE II (Elderly Units)

This Third Amendment to Ground Lease ("Third Amendment") is made as of _____, 2013, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY" or the "LESSOR" and MOURNING FAMILY FOUNDATION, INC., a Florida not-for-profit corporation, hereinafter called the "LESSEE."

WHEREAS, LESSOR and Alonzo Mourning Charities, Inc. ("AMC"), entered into that certain Ground Lease dated December 19, 2008 (the "Ground Lease") authorized pursuant to Resolution R-1369-08; and

WHEREAS, AMC changed its name to Mourning Family Foundation, Inc. on July 5, 2012; and

WHEREAS, LESSOR and LESSEE entered into that certain Amendment to Ground Lease dated December 13, 2012 (the "Amendment") authorized pursuant to Resolution R-750-12 and that certain Second Amendment to Ground Lease Dated June 18, 2013 (the "Second Amendment") authorized pursuant to Resolution R481-13; and

WHEREAS, LESSOR and LESSEE desire to enter into this Third Amendment to amend the Ground Lease.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by LESSOR and LESSEE as follows:

1. The Ground Lease remains in full force and effect, and remains unmodified except as expressly amended by the Amendment, the Second Amendment, and this Third Amendment. This Third Amendment revises and replaces those certain provisions in the Ground Lease, Amendment, and Second Amendment in conflict herewith. The foregoing recitals are true and correct and incorporated herein.
2. Section 4.1.1 of the Ground Lease is hereby amended as follows:

Approximately one-hundred and fourteen (114) affordable elderly residential housing units (the "Residential Units"), all of which shall be rented to households with gross incomes at or below sixty percent (60%) of Adjusted Median Income (the "Income Requirement"), together with common areas and amenities appurtenant thereto, to be leased or provided to persons qualifying under Sec. 42 of the Code and Miami-Dade County Surtax guidelines. LESSEE shall have the right, but not the obligation, to construct on the parcel identified as "Parcel C" in Exhibit A of the Second Amendment, up to an additional eighty (80) affordable residential housing units (the "Phase III Units), all of which shall be rented to households with gross incomes at or below sixty percent (60%) of Adjusted

Median Income (the "Income Requirement"), together with common areas and amenities appurtenant thereto, to be leased or provided to persons qualifying under Sec. 42 of the Code and Miami-Dade County Surtax guidelines. Notwithstanding the foregoing, one (1) unit occupied by a property management employee, may be exempt from the Income Requirement. The final number of Residential Units to be built upon the Demised Premises may increase or decrease by up to ten percent (10%) of the number of Residential Units set forth herein, without the need to obtain the County's approval of such change.

3. Section 12 of the Ground Lease is amended to hereby add the following:

12.3 With respect to the Phase III Units only, LESSEE and/or SUBLESSEE may sub-lease the portion of the DEMISED PREMISES on which the Phase III Units will be located to an entity created for the purposes of developing the Phase III Units, called AMC HTG 3, LLC, a Florida limited liability company ("SUB-SUBLESSEE). The rights and responsibilities of SUB-SUBLESSEE with respect to LESSOR shall be the same as set forth in Section 12.2 above with respect to SUBLESSEE. The aforescribed sub-lease shall be effective and valid only after written approval or consent of the LESSOR, given by the County Mayor or the County Mayor's designee. At the option of Lessee, after the execution of the sub-lease, this Ground Lease may be amended to remove "Parcel C" from this Ground Lease and made a part of a new Ground Lease consisting only of "Parcel C" ("Phase III Ground Lease"). The Phase III Ground Lease shall have substantially the same terms and conditions as this Ground Lease, and shall be in substantially the same form as this Ground Lease. Simultaneously with the execution of the new Phase III Ground Lease, the sub-lease will be terminated. The County Mayor or Mayor's designee is authorized to execute for the County the Phase III Ground Lease and the amendment to this Ground Lease to effectuate the removal of Parcel C.

5. In the event of any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Ground Lease, Amendment, and Second Amendment, the terms and provisions of this Third Amendment shall control. Any capitalized terms not defined in this Third Amendment shall have the meaning as set forth in the Ground Lease.

6. This Third Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Third Amendment and any signatures thereof shall be considered for all purposes as originals.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Third Amendment to be executed by their respective and duly authorized officers the day and year first above written.

LESSEE:

WITNESSES:

MOURNING FAMILY FOUNDATION,
INC., a Florida non-profit corporation

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

(OFFICIAL SEAL)

LESSOR:

ATTEST:

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
County Mayor

Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT "A"

PROJECT TIMELINE*

As to the Phase III Units only:

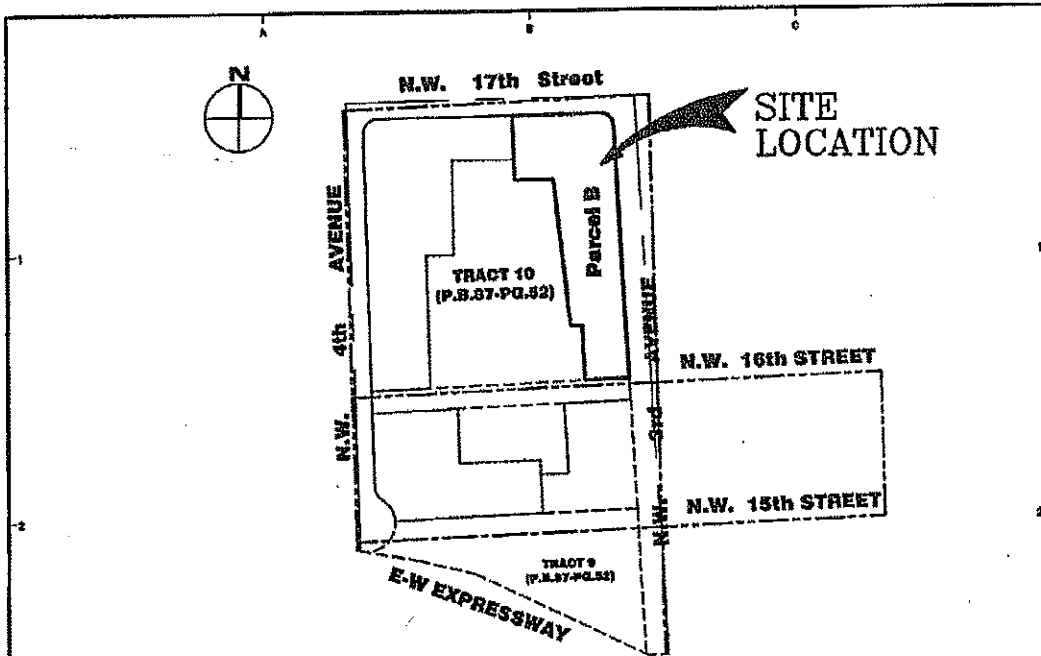
- 12/31/17 - Closing on construction financing
- 1/31/18 - Commence construction
- 7/31/19 - Certificate of Occupancy
- 8/31/19 - Residents move in

*All dates are estimates only.

EXHIBIT "B"

LEGAL DESCRIPTION

18



LOCATION MAP
 A PORTION OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST.
 MIAMI-DADE COUNTY, FLORIDA
 (NOT TO SCALE)


SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North arrow direction and bearing shown hereon are based on: assumed value of N01°34'19"W along the center line of N.W. 4th Avenue as shown on the recorded, Plat Book 87 Page 52 Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

I Herby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.
 Date: October 8, 2008.


 Edwin J. Fernandez, P.S.M.
 Professional Surveyor and Mapper
 State of Florida, Registration No.5676

© 2008 COMPANIES ENGINEERING & SURVEYING SERVICES, SKETCH & LEGAL (08-047-1000) CULMER CENTER 1600 NW 3rd AVE (08-047-1000)

CULMER CENTER 1600 NW 3rd AVE-PARCEL B



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			
SHEET NAME: SKETCH OF SURVEY			
PREPARED FOR: HOUSING TRUST GROUP, LLC			
SEARCH BY: L.D.	DATE: 10-08-08	SHEET: 1	
DATE CHECKED BY:	SCALE: N/A	OF 3 SHEETS	
DECODED BY:	PROJECT No: 08-047-1000		

19
11

LEGAL DESCRIPTION:

A portion of Tract "10", of "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLA. R-10", according to the Plat thereof, as recorded in Plat Book 87, Page 52, of the Public Records of Miami-Dade County, Florida. More particularly described as follows:

Commence at the Southeast corner of said Tract 10; thence S87deg49min21secW, along the South line of said Tract 10 for 170.98 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N02deg26min09secW, for a distance of 96.17 feet; thence S88deg29min15secW, for a distance of 18.76 feet; thence S88deg25min41secW, for a distance of 127.00 feet; thence N01deg32min10secW, for a distance of 97.52 feet to a point on the South line of a 40.00 feet Utility Easement; thence S87deg43min18secW, along said South Line of a 40.00 feet Utility Easement, for a distance of 153.71 feet; the next three(3) courses and distances being along the West Line of said Tract 10; 1) thence S01deg34min19secE, for a distance of 133.50 feet to a point of curvature of a circular curve to the left, 2) concave to the Northeast; thence South, Southeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 57deg46min09sec for an arc distance of 25.21 feet to a point of reverse curvature of a circular curve to the right, 3) concave to the Southwest; thence Southeasterly along the arc of said curve, having for its elements a radius of 50.00 feet, through a central angle of 55deg05min44sec for an arc distance of 48.08 feet to a point on the South Line of said Tract 10, thence N87deg49min21secE, along said South Line, for a distance of 265.92 feet to the POINT OF BEGINNING.

Containing 42,996.51 Square Feet or 0.99 Acres more or less.

G:\VISO COMPANIES\Engineering & Surveying\Survey\Sketches & Legal\08-047-1000 CULMER CENTER 1600 NW 3rd AVE\08-047-1000.dwg

LEGEND

- P.O.C. - POINT OF COMMENCE
- P.O.B. - POINT OF BEGINNING
- P.O.T. - POINT OF TERMINATION
- P.B. - PLAT BOOK
- PG. - PAGE
- ME - MONUMENT LINE
- C - CENTER LINE

CULMER CENTER 1600 NW 3rd AVE-PARCEL C



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME		LEGAL DESCRIPTION TO ACCOMPANY SKETCH	
PREPARED FOR		HOUSING TRUST GROUP, LLC	
DATE	DATE	DATE	SHEET
LD.	10-06-08		2
DATE CHECKED BY	SCALE	N/A	
CHECKED BY	PROJECT NO.	08-047-1000	of 3 SHEETS

22
14