

MEMORANDUM

Agenda Item No. 11(A)(9)


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

DATE: March 4, 2014

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

SUBJECT: Resolution authorizing the conveyance of certain County Real Property located at NW 16 Street and NW 1st Court to St. John Community Development Corporation, A Not-For Profit Corporation, at a price of ten dollars (\$10.00) pursuant to Section 125.38, Florida Statutes; releasing said property from the County's Infill Housing Initiative Program

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/Imp



MEMORANDUM
(Revised)

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

DATE: March 4, 2014

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

SUBJECT: Agenda Item No. 11(A)(9)

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)(9)

3-4-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN COUNTY REAL PROPERTY LOCATED AT NW 16 STREET AND NW 1ST COURT TO ST. JOHN COMMUNITY DEVELOPMENT CORPORATION, A NOT-FOR PROFIT CORPORATION, AT A PRICE OF TEN DOLLARS (\$10.00) PURSUANT TO SECTION 125.38, FLORIDA STATUTES; RELEASING SAID PROPERTY FROM THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM; AND AUTHORIZING THE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO TAKE ALL ACTION NECESSARY TO ACCOMPLISH THE CONVEYANCE OF SAID PROPERTY

WHEREAS, on March 3, 2009, the Board of County Commissioners (Board) adopted Resolution No. R-175-09, a copy of which is attached hereto as Attachment A and incorporated herein by reference; and

WHEREAS, Resolution No. R-175-09 authorized the County Mayor to convey sixty-five (65) single family home building sites to Habitat for Humanity of Greater Miami, Inc. ("Habitat for Humanity") under the County's Infill Housing Initiative Program for infill housing development; and

WHEREAS, pursuant to the before-mentioned resolution, a County Deed, a copy of which is attached hereto as Attachment B and incorporated herein by reference, was executed on August 5, 2009, to convey said properties to Habitat for Humanity; and

WHEREAS, on December 13, 2012, the before-mentioned County Deed was re-executed and re-recorded on December 14, 2012, a copy of which is attached hereto as Attachment C and incorporated herein by reference; and

WHEREAS, one of the properties that was conveyed to Habitat for Humanity is located at NW 16 Street and NW 1st Court, Miami, Florida (Folio No. 01-3125-048-1190) (“Property”); and

WHEREAS, St. John Community Development Corporation (“St. John”), a not-for profit which promotes, develops and provides safe and affordable housing to persons with limited financial resources in Miami-Dade County, initially requested that Habitat for Humanity convey the Property to them because the Property sits in the middle of a multi-family affordable housing project St. John plans to construct; and

WHEREAS, Habitat for Humanity is willing to release its interest in the Property and has asked that the County exercise its automatic reverter interest; and

WHEREAS, on December 24, 2013, the County recorded in the public record a Notice of Automatic Reverter against the Property, a copy of which is attached hereto as Attachment D, and incorporated herein by reference; and

WHEREAS, St. John has submitted to this Board an application, dated December 9, 2013, a copy of which is attached hereto as Attachment E, and incorporated herein by reference, requesting that the County convey the Property to them for the purpose of developing the Property as a part of a multi-family affordable housing project; and

WHEREAS, the Board finds that, pursuant to Section 125.38 of the Florida Statutes, that the Property is not needed for County purposes as it has been declared surplus, and that the conveyance of the Property to St. John would be required for the intended use of promoting community interest and welfare; and

WHEREAS, this Board finds pursuant to Section 125.38, Florida Statutes, that the conveyance of the Property to St. John serves the best interest of the County; and

WHEREAS, the Property would be conveyed pursuant to a reverter requiring the completion of the construction of the affordable housing project for low-income and moderate-income persons within three (3) years of the effective date of the conveyance to ensure compliance with the intent of this Board,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves the conveyance of the Property to St. John at a price of ten dollars (\$10.00) pursuant to Section 125.38, Florida Statutes.

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to release the Property from the County's Infill Housing Initiative Program.

Section 4. This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed on properties identifying the County's name and the name of the district commissioner.

Section 5. Pursuant to Section 125.411, Florida Statutes, this Board authorizes the Chairperson of the Board to take all actions necessary to effectuate the conveyance of the Property, including the execution of the County Deed, in substantially the form attached hereto and made a part hereof as Attachment F. This Board further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the County Deed

Section 6. The County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the public record all deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a

copy of such recorded instruments to the Clerk of the Board within thirty (30) days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is 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

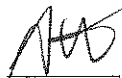
The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of March, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum



Date: March 3, 2009

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

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

From: George M. Burgess
County Manager

Resolution No. R-175-09

Subject: Conveyance of sixty five (65) single family home building sites
to Habitat for Humanity of Greater Miami, Inc.

At its meeting of March 3, 2009, the Board amended this item to reflect that it would be contingent upon the execution of a Developer Agreement between the County and the Habitat for Humanity of Greater Miami, Inc. The agenda item and resolution have been modified to reflect that change.

RECOMMENDATION

It is recommended that the Board adopt the attached resolution authorizing the County Mayor to approve the conveyance of sixty-five (65) single family home building sites, listed in Attachment "A" to Habitat for Humanity of Greater Miami, Inc., a not-for-profit Florida Corporation (Habitat), for infill housing development, authorize the waiver of Administrative Order 3-44 as it relates to the conveyance process established in the Section entitled "Availability of County Property," and authorize the County Mayor to execute County Deeds, substantially in the form attached hereto in Attachments, "B" and "C."

BACKGROUND:

Habitat is in the process of constructing affordable housing as part of the Hope VI redevelopment project and has requested the conveyance of sixty-five (65) County-owned lots, which are located within the boundaries of the Hope VI Redevelopment Area. The requested lots are part of the County's inventory of lots set aside for the Infill Housing Initiative. The Affordable Housing Review Committee (AHRC) reviewed the lots and determined that they were suitable for the development of affordable single family housing. However, many of the lots require corrective actions, such as variances of zoning and platting, which Habitat is fully aware of and willing to do.

The lots will be conveyed subject to various restrictions contained in the County Deeds attached hereto as Attachments "B" and "C." The County Deeds contain the following restrictions: the property shall be developed with an affordable home and shall be sold to an eligible homebuyer; the home shall be built within a specified period of time; the home shall meet the minimum Infill Housing Architectural and Space Requirements; the sales price of the home(s) shall not exceed \$129,000. If the restrictions are not complied with Habitat shall forfeit all rights to the property. The County Deed found in Attachment "C" contains an additional restriction which will apply to those lots which were purchased with Community Development Block Grant (CDBG) funding, and, therefore, are subject to Federal requirements. >> To ensure that Scott / Carver residents are given first opportunity to purchase the homes, Habitat and the County will enter into a developer agreement which contains the following requirements:

1. Habitat shall contact by U.S. mail former Scott / Carver residents provided by Miami-Dade County;
2. Habitat shall offer units first to former Scott / Carver residents;
3. Habitat shall place a sign on each site acknowledging the County's contribution;
4. Habitat shall sell the units for no more than \$129,000;
5. Habitat shall utilize every effort feasible to contract with small local contractors;
6. Habitat shall implement Habitat's existing equity and value appreciation sharing program;
7. Habitat shall utilize Habitat's existing qualifications criteria including an area median income (AMI) limit of 80%;
8. The County shall provide names and addresses of former Scott /Carver residents that remain in good standing to Habitat by April, 2009;
9. The County shall provide second mortgage fund to homebuyers, to the extent funds are available;
10. The County shall advise attendees at monthly HOPE VI meetings about the Habitat housing opportunities.<<

JUSTIFICATION:

Staff recommends that these lots be conveyed directly to Habitat so that they can continue to build affordable housing, especially for displaced families of the former Scott / Carver housing development. Habitat has a proven track record of building affordable housing for low and very low income families and has agreed to cap the price of the homes at \$129,000.00. Furthermore, Habitat shall assess each infill lot to determine if duplexes, triplexes or quadplexes can be built on these lots, and where feasible, make every effort to maximize the density on the properties, subject to the review and approval of the County Mayor.

In light of the fact that these lots are being conveyed directly to Habitat, it is necessary to waive the section of Administrative Order 3-44 entitled "Availability of County Property," which states that properties that have been determined to be suitable for infill housing will be offered to a pre-qualified pool through a competitive work order proposal process. It should be noted that Habitat is the highest receiving member (receiving 908 points out of 1000) of the pool which was approved by the Board on December 20, 2007 via Resolution R-1402-07.

MONITOR: Elva R. Marin, GSA Real Estate Manager

DELEGATED AUTHORITY:

The County Mayor is authorized to execute County Deeds to effectuate the conveyance of sixty-five (65) lots to Habitat and enforce the deed restrictions specified in the County Deeds.


Director
General Services Administration

2
8



MEMORANDUM
(Revised)

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

DATE: March 3, 2009

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

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

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

9 3

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(F)(1)(E)
3-3-09

RESOLUTION NO. R-175-09

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO CONVEY SIXTY-FIVE (65) SINGLE FAMILY HOME BUILDING SITES TO HABITAT FOR HUMANITY OF GREATER MIAMI, INC. A NOT-FOR-PROFIT FLORIDA CORPORATION FOR INFILL HOUSING DEVELOPMENT AT A PRICE OF TWENTY DOLLARS (\$20.00); AUTHORIZING THE WAIVER OF ADMINISTRATIVE ORDER 3-44 AS IT RELATES TO THE SECTION ENTITLED "AVAILABILITY OF COUNTY PROPERTY"; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A COUNTY DEED FOR SAID PURPOSE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, Habitat for Humanity of Greater Miami, Inc., a Florida not-for-profit corporation, requested that the County convey sixty-five (65) single family home building sites for infill housing development; and

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

WHEREAS, this Board finds pursuant to Section 125.38 of the Florida Statutes that the conveyance of said properties to Habitat for Humanity 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 conveyance of sixty-five (65) single family home building sites, legally described in the attached County Deed, to Habitat for Humanity of Greater Miami, Inc., a not-for-profit Florida Corporation (Habitat) for infill housing development at a price of twenty dollars

10 4

(\$20.00), provided, however, that Habitat shall assess each infill lot to determine if duplexes, triplexes or quadplexes can be built on these lots, and where feasible, make every effort to develop the properties as such, subject to the review and approval of the County Mayor or the County Mayor's designee; and that the County Mayor or the County Mayor's designee shall ensure that Habitat offers the homes to former residents of the Scott/Carver Homes, whose homes were demolished as part of the Hope VI Redevelopment of Scott/Carver Homes, prior to offering the units to non-Scott/Carver Home residents; authorizes the waiver of Administrative Order 3-44 as it relates to the Section entitled "Availability of County Property;" directs the County Mayor or the County Mayor's designee to enter into an agreement with Habitat that contains the following requirements: 1) Habitat shall contact by U.S. mail former Scott/Carver residents provided by Miami-Dade County; 2) Habitat shall offer units first to former Scott/Carver residents; 3) Habitat shall place a sign on each site acknowledging the County's contribution; 4) Habitat shall sell the units for no more than \$129,000; 5) Habitat shall utilize every effort feasible to contract with small local contractors; 6) Habitat shall implement Habitat's existing equity and value appreciation sharing program; 7) Habitat shall utilize Habitat's existing qualifications criteria including an area median income (AMI) limit of 80%; 8) the County shall provide names and addresses of former Scott/Carver residents that remain in good standing to Habitat by April, 2009; 9) the County shall provide second mortgage funds to homebuyers, to the extent funds are available; and 10) the County shall advise attendees at monthly HOPE VI meetings about the Habitat housing opportunities, and authorizes the County Mayor to execute a County Deed, in substantially the form attached hereto and made a part hereof.

Resolution No. R-175-09

Amended

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

Page No. 3

The foregoing resolution was offered by Commissioner **Dorrin D. Rolle** who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Terrence A. Smith

6

12

Attachment A

	Address	Folio #	Dept. User
1	6218 - 6220 NW 1st Court	01-3113-058-0210	GSA
2	6208 NW 1st Court	01-3113-058-0211	GSA
3	NW 71st Street at 19th / 20th Avenue	30-3110-028-0030	GSA
4	7016 NW 20th Avenue	30-3110-028-0840	GSA
5	Adj. North of 7055 NW 21 st Court	30-3110-028-1110	GSA
6	Adj. East of 7400-20 NW 22 nd Avenue	30-3110-028-1830	GSA
7	Adj. East of 2296 NW 74 th Street	30-3110-028-2040	GSA
8	Adj. East of 2275 NW 73 rd Street	30-3110-028-2060	GSA
9	1895 NW 81st Terrace	30-3110-057-0480	GSA
10	1543 NW 73rd Street	30-3111-038-0520	GSA
11	7968 NW 14th Place	30-3111-041-0120	GSA
12	1737 NW 68th Terrace	30-3115-005-1000	GSA
13	1762 NW 68th Terrace	30-3115-005-1180	GSA
14	Adj. West of 1720 NW 68 th Street	30-3115-005-1530	GSA
15	1866 NW 63rd Street	30-3115-005-3720	GSA
16	1864 NW 63rd Street	30-3115-005-3730	GSA
17	Adj. East of 1864 NW 63 rd Street	30-3115-005-3740	GSA
18	1860 NW 63rd Street	30-3115-005-3750	GSA
19	Adj. East of 1835 NW 62 nd Terrace	30-3115-005-3920	GSA
20	1861 NW 62nd Terrace	30-3115-005-3950	GSA
21	Adj. East of 1823 NW 64 th Street	30-3115-005-4490	GSA
22	1823 NW 64th Street	30-3115-005-4500	GSA
23	Adj. East of 1835 NW 64 th Street	30-3115-005-4510	GSA
24	1879 NW 65th Street	30-3115-005-4900	GSA
25	1872 NW 68th Terrace	30-3115-005-5560	GSA
26	Adj. East of 1821 NW 68 th Street	30-3115-005-5720	GSA
27	1821 NW 68th Street	30-3115-005-5730	GSA
28	1827 NW 68th Street	30-3115-005-5760	GSA
29	Adj. East of 1872 NW 69 th Street	30-3115-005-5880	GSA
30	1844 NW 69th Street	30-3115-005-5910	GSA
31	Adj. East of 1840 NW 69 th Street	30-3115-005-5930	GSA
32	Adj. West of 1820 NW 69 th Street	30-3115-005-5940	GSA
33	1821 NW 68th Terrace	30-3115-005-6040	GSA
34	1882 NW 70th Street	30-3115-005-6460	GSA
35	Adj. West of 1870 NW 70 th Street	30-3115-005-6470	GSA

7
13

	Address	Folio #	Dept. User
36	1827 NW 69th Terrace	30-3115-005-6660	GSA
37	1865 NW 69 th Terrace	30-3115-005-6740	GSA
38	1895 NW 69th Terrace	30-3115-005-6750	GSA
39	7019 NW 20th Avenue	30-3115-017-0220	GSA
40	2030 NW 70th Street	30-3115-017-0310	GSA
41	6920 NW 20 th Avenue	30-3115-017-0360	GSA
42	6900 NW 20th Avenue	30-3115-017-0410	GSA
43	NW 23rd Court at 68th Street	30-3115-036-0130	GSA
44	6295 NW 23rd Avenue	30-3115-037-0160	GSA
45	3041 NW 64th Street	30-3116-006-0060	GSA
46	1635 NW 1st Court	01-3125-048-1190	GSA
47	Adj. East of 1774 NW 73 rd Street	30-3110-015-0810	GSA
48	NW 71st Street at 19th Avenue	30-3110-028-0120	GSA
49	Adj. East of 2022 NW 72 nd Street	30-3110-028-0680	GSA
50	Adj. North of 2231 NW 74 th Street	30-3110-028-1840	GSA
51	1697 NW 73rd Street	30-3111-038-0620	GSA
52	1751 NW 70th Street	30-3115-005-0250	GSA
53	1855 NW 69th Street	30-3115-005-6390	GSA
54	2000 NW 69th Terrace	30-3115-017-0400	GSA
55	7715 NW 1st Avenue	01-3112-053-0010	OCED
56	NW 71st Street at 20th Avenue	30-3110-028-0740	OCED
57	7944 NW 11th Avenue	30-3111-047-0530	OCED
58	Adj. East of 2380 NW 51 st Street	30-3122-020-0170	OCED
59	23xx NW 51 st Street	30-3122-020-0180	OCED
60	Adj. East of 2369 NW 50 th Street	30-3122-020-0200	OCED
61	23xx NW 51 st Street	30-3122-020-0210	OCED
62	23xx NW 51 st Street	30-3122-020-0220	OCED
63	Adj. West of 2200 NW 52 nd Street	30-3122-020-0240	OCED
64	Adj. West of 1811 NW 69 th Street	30-3115-005-6340	OCED
65	2380 NW 51st Street	30-3122-020-0120	OCED

8
14

Attachment B

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this _____ day of _____, 200__ 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 _____:

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

A 15

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 Twenty-Nine Thousand and 00/100 (\$129,000.00). 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 Twenty-Nine Thousand and 00/100 (\$129,000.00), 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 mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. 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.

10
16

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: _____
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____.

H
17

Exhibit "A"

1	01-3113-058-0210	42	30-3115-017-0410
2	01-3113-058-0211	43	30-3115-036-0130
3	30-3110-028-0030	44	30-3115-037-0160
4	30-3110-028-0840	45	30-3116-006-0060
5	30-3110-028-1110	46	01-3125-048-1190
6	30-3110-028-1830	47	30-3110-015-0810
7	30-3110-028-2040	48	30-3110-028-0120
8	30-3110-028-2060	49	30-3110-028-0680
9	30-3110-057-0480	50	30-3110-028-1840
10	30-3111-038-0520	51	30-3111-038-0620
11	30-3111-041-0120	52	30-3115-005-0250
12	30-3115-005-1000	53	30-3115-005-6390
13	30-3115-005-1180	54	30-3115-017-0400
14	30-3115-005-1530		
15	30-3115-005-3720		
16	30-3115-005-3730		
17	30-3115-005-3740		
18	30-3115-005-3750		
19	30-3115-005-3920		
20	30-3115-005-3950		
21	30-3115-005-4490		
22	30-3115-005-4500		
23	30-3115-005-4510		
24	30-3115-005-4900		
25	30-3115-005-5560		
26	30-3115-005-5720		
27	30-3115-005-5730		
28	30-3115-005-5760		
29	30-3115-005-5880		
30	30-3115-005-5910		
31	30-3115-005-5930		
32	30-3115-005-5940		
33	30-3115-005-6040		
34	30-3115-005-6460		
35	30-3115-005-6470		
36	30-3115-005-6660		
37	30-3115-005-6740		
38	30-3115-005-6750		
39	30-3115-017-0220		
40	30-3115-017-0310		
41	30-3115-017-0360		

12

18

Attachment C

Instrument prepared under the direction of
Shannon Summerset, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this _____ day of _____, 200__ 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 _____:

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.

13

19

3. That the affordable housing developed on the property >>~~shall be initially offered to a qualified former resident of the Scott-Carver homes, and~~<<⁴ 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 Twenty-Nine Thousand and 00/100 (\$129,000.00). 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 Twenty-Nine Thousand and 00/100 (\$129,000.00), 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 Office of Community and Economic Development indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the 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:

- c) 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
- d) 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,

⁴ Committee amendments are indicated as follows: words double-stricken through are deleted, words double underlined are added

44

20

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 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____.

15

21

Exhibit "A"

- 1 01-3112-053-0010
- 2 30-3110-028-0740
- 3 30-3111-047-0530
- 4 30-3122-020-0170
- 5 30-3122-020-0180
- 6 30-3122-020-0200
- 7 30-3122-020-0210
- 8 30-3122-020-0220
- 9 30-3122-020-0240
- 10 30-3115-005-6340
- 11 30-3122-020-0120

16

22



CFN 20090572851
 DR Bk 26970 Pgs 0163 - 186F (24pgs)
 RECORDED 08/07/2009 10:20:58
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Instrument prepared under the direction of
 Thomas Goldstein, Assistant County Attorney
 111 N.W. 1 Street, 28 Floor
 Miami, Florida 33128-1907

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this 5 day of Aug, 2009 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 HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a not-for-profit corporation, party of the second part, whose address is 3800 NW 22nd Ave., Miami, Florida 33142 :

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"):

See Attached Exhibit "A"

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.

24

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 Twenty-Nine Thousand and 00/100 (\$129,000.00). 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 Twenty-Nine Thousand and 00/100 (\$129,000.00), 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 revert 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 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 date aforesaid.



HARVEY RUVIN, CLERK

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

By: *Harvey Ruvin*
Deputy Clerk

By: *[Signature]*
Mayor

Approved for legal sufficiency *[Signature]*

The foregoing was authorized by Resolution No. R-175-09 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of March, 2009.

EXHIBIT A

1. Folio No.: 01-3113-058-0210
Lot 10 Block 2, ROCKMOOR HEADLIGHT TR, according to the Plat thereof recorded in Plat Book 6, at Page 66, of the Public Records of Miami-Dade County, Florida.
2. Folio No.: 01-3113-058-0211
Lot 11 Block 2, ROCKMOOR HEADLIGHT TR, according to the Plat thereof recorded in Plat Book 6, at Page 66, of the Public Records of Miami-Dade County, Florida.
3. Folio No.: 30-3110-028-0030
W 50 FT of E 150 FT of N 1/2 Block 3, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
4. Folio No.: 30-3110-028-0840
N 50 FT of S 125 FT of E 1/2 Block 16, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
5. Folio No.: 30-3110-028-1110
N 50 FT of W 75.43 FT Block 21, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
6. Folio No.: 30-3110-028-1830
E 50 FT of W 100 FT of N 1/2 Block 43, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
7. Folio No.: 30-3110-028-2040
W 100 FT of E 253 FT of N 1/2 Less S 25 FT for ST Block 49, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
8. Folio No.: 30-3110-028-2060
E 103 FT of S 1/2 Less N 25 FT for R/W Block 49, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
9. Folio No.: 30-3110-057-0480
S 1/2 of W 120 FT of TR 5, WEST LITTLE RIVER, Rev., according to the Plat thereof recorded in Plat Book 34, at Page 19, of the Public Records of Miami-Dade County, Florida.
10. Folio No.: 30-3111-038-0520
Lots 26 thru 29 Block 9, COMM LIBERTY CITY 2nd Sec, according to the Plat thereof recorded in Plat Book 18, at Page 55, of the Public Records of Miami-Dade County, Florida.
11. Folio No.: 30-3111-041-0120
Lot 6 Block 3, EVERGLADES AVE HEIGHTS, according to the Plat thereof recorded in Plat Book 16, at Page 68, of the Public Records of Miami-Dade County, Florida.
12. Folio No.: 30-3115-005-1000
Lot 28 Block 4, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
13. Folio No.: 30-3115-005-1180
Lot 14 Block 5, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
14. Folio No.: 30-3115-005-1530
Lot 19 Block 6, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

15. Folio No.: 30-3115-005-3720
Lot 3 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
16. Folio No.: 30-3115-005-3730
Lot 4 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
17. Folio No.: 30-3115-005-3740
Lot 5 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
18. Folio No.: 30-3115-005-3750
Lot 6 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
19. Folio No.: 30-3115-005-3920
Lot 25 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
20. Folio No.: 30-3115-005-3950
Lot 28 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
21. Folio No.: 30-3115-005-4490
Lot 23 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
22. Folio No.: 30-3115-005-4500
Lot 24 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
23. Folio No.: 30-3115-005-4510
Lot 25 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
24. Folio No.: 30-3115-005-4900
Lot 33 Block 17, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
25. Folio No.: 30-3115-005-5560
Lot 4 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
26. Folio No.: 30-3115-005-5720
Lots 23 & 24 Inc Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
27. Folio No.: 30-3115-005-5730
Los 25 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
28. Folio No.: 30-3115-005-5760
Lot 28 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
29. Folio No.: 30-3115-005-5880
Lot 5 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
30. Folio No.: 30-3115-005-5910
Lot 8 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

31. Folio No.: 30-3115-005-5930
Lot 10 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, Page 79, of the Public Records of Miami-Dade County, Florida.
32. Folio No.: 30-3115-005-5940
Lot 11 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7 at Page 79, of the Public Records of Miami-Dade County, Florida.
33. Folio No.: 30-3115-005-6040
Lot 23 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
34. Folio No.: 30-3115-005-6460
Lot 2 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
35. Folio No.: 30-3115-005-6470
Lot 3 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7 at Page 79, of the Public Records of Miami-Dade County, Florida.
36. Folio No.: 30-3115-005-6660
Lot 24 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
37. Folio No.: 30-3115-005-6740
Lot 33 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
38. Folio No.: 30-3115-005-6750
Lots 34 and 35 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
39. Folio No.: 30-3115-036-0130
Lots 2 and 3 Block 2, NORTHWEST HIGHLANDS, according to the Plat thereof recorded in Plat Book 22, at Page 33, of the Public Records of Miami-Dade County, Florida.
40. Folio No.: 30-3115-037-0160
Lot 14 Block 2, ORANGE VIEW PARK, according to the Plat thereof recorded in Plat Book 18, at Page 51, of the Public Records of Miami-Dade County, Florida.
41. Folio No.: 30-3116-006-0060
Lot 7 Block 1, LEE HEIGHTS, according to the Plat thereof recorded in Plat Book 42, at Page 55, of the Public Records of Miami-Dade County, Florida.
42. Folio No.: 30-3110-015-0810
Lots 3 and 4 Block 7, COMML LIBERTY CITY, according to the Plat thereof recorded in Plat Book 9, at Page 54, of the Public Records of Miami-Dade County, Florida.
43. Folio No.: 30-3111-038-0620
Lots 46 and 47 Block 9, COMM LIBERTY CITY 2nd SEC, according to the Plat thereof recorded in Plat Book 18, at Page 55, of the Public Records of Miami-Dade County, Florida.
44. Folio No.: 30-3115-017-0220
North 59.30 Feet of West 100.48 Feet Of South 134.30 Feet Block 3, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
45. Folio No.: 30-3115-017-0310
East 50 Feet of West 150 Feet of North ½ of Block 17, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

46. Folio No.: 30-3115-017-0360
North 65 Feet of East 100 Feet of South ½ Block 17, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
47. Folio No.: 30-3115-017-0410
South 65 Feet of East 100 Feet Block 18, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
48. Folio No.: 01-3125-048-1190
South ½ of Lot 6 Block 33, WADDELLS ADDITION, according to the Plat thereof recorded in Plat Book B , at Page 53, of the Public Records of Miami-Dade County, Florida.
49. Folio No.: 30-3110-028-0120
South 75 Feet of East 100 Feet of South ½ Block 4, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
50. Folio No.: 30-3115-005-0250
Lots 29 and 30 Block 1, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

HABITAT AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
HABITAT FOR HUMANITY OF GREATER MIAMI, INC.

This agreement is made as of the 24th day of June, 2009, by and between MIAMI-DADE COUNTY, a subdivision of the State of Florida ("COUNTY") and HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a not-for-profit corporation ("HABITAT"). This agreement accomplishes the requirements adopted by the Board of County Commissioners at its March 3, 2009 meeting.

WHEREAS, Habitat is committed to build homes in partnership with low-income families and to sell the units at cost, at no profit and to finance the sale of the units at zero-percent interest; and

WHEREAS, the County is committed to providing affordable homeownership opportunities to low-income residents,

WHEREAS, on March 3, 2009, the Miami-Dade Board of County Commissioners adopted Resolution No. R-175-09 whereby it authorized the County to convey sixty-five (65) scattered lots to Habitat provided that certain conditions are met by Habitat to ensure that the newly constructed homes are offered first to the former residents of James E. Scott Homes and Carver Homes ("Scott-Carver" or "Scott-Carver Homes"),

NOW, THEREFORE, in consideration of the foregoing recitals, agreements, covenants set forth herein and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURPOSE**

Habitat is in the process of constructing affordable housing as part of the County's Hope VI redevelopment project and has requested the conveyance of sixty-five (65) County-owned lots, which are located within the boundaries of the Hope VI Redevelopment Area. The requested lots are part of the County's inventory of lots set aside for the Infill Housing Initiative. The parties desire to house as many former Scott-Carver residents in the newly constructed homes.

**ARTICLE II
PARTIES' RESPONSIBILITIES**

Habitat agrees as follows:

1. To assess each infill lot to determine if duplexes, triplexes or quadplexes can be built on these lots, and where feasible, make every effort to develop the properties as such, subject to the review and approval of the County.
2. To offer units first to former Scott-Carver residents.
3. To contact by U.S. mail former Scott-Carver residents from a list provided by Miami-Dade County to advise them of the availability of units.
4. To place signage on each site acknowledging the County's contribution of the property.

5. To sell the units at cost and for no more than \$129,000.
6. To utilize every effort feasible to contract with small, local contractors in the construction of each unit.

The County agrees as follows:

1. To execute a County Deed conveying sixty-five parcels of land, in substantially the form attached hereto as Exhibit A.
2. To provide the names and addresses of former Scott-Carver residents that remain in good standing to Habitat by April, 2009.
3. To make available soft second-mortgage funds to eligible homebuyers, to the extent funds are available.
4. To advise attendees at monthly HOPE VI meetings about Habitat housing opportunities.

ARTICLE III
NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

To Miami-Dade County: Miami-Dade County
Stephen P. Clarke Center
111 N.W. 1st Street
Miami, Florida 33128
Attn: County Manager

With copies to: Miami-Dade County
General Services Administration
Stephen P. Clarke Center
111 N.W. 1st Street
Miami, Florida 33128
Attn: Wendi Norris, Director

To Habitat: Habitat for Humanity of Greater Miami, Inc.
3800 NW 22 Avenue
Miami, FL 33142
Attn: Anne Manning

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE IV
INDEMNIFICATION

Habitat shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Habitat or its employees, agents, servants, partners principals or subcontractors unless such matters arise out of the deliberate or grossly negligent act or omission of the County, or the County's respective employees, agents or officials. Habitat shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

ARTICLE V
CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

Habitat shall not assign, transfer, convey, or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE VI
SUBCONTRACTUAL RELATIONS

- 6.1 If Habitat will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Agreement will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of Habitat; and Habitat will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of Habitat. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by Habitat.
- 6.2. Habitat, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the County may require. The County will have the right to require Habitat not to award any subcontract to a person, firm or corporation disapproved by the County.
- 6.3. Before entering into any subcontract hereunder, Habitat will inform the

subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

6.4 In order to qualify as a subcontractor satisfactory to the County, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

6.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Habitat's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Habitat shall furnish to the County copies of all subcontracts between Habitat and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the County finds Habitat in breach of its obligations, the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE VII

ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

Habitat understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to Habitat for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by Habitat. Habitat accepts all risk associated with using this information.

ARTICLE VIII

TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- 8.1 The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- 8.3 The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- 8.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. Habitat may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to Habitat and in such event:

- 8.4 Habitat shall, upon receipt of such notice, unless otherwise directed by the County:
- a. stop work on the date specified in the notice ("the Effective Termination Date");
 - b. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - c. cancel orders;
 - d. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

ARTICLE IX
EVENT OF DEFAULT

- 9.1 An Event of Default shall mean a breach of this Agreement by Habitat. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include, but not be limited to the following:
- a. Habitat has not completed the construction of the sixty-five (65)

homes on a timely basis.

- b. Habitat has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
- c. Habitat has failed to make prompt payment to subcontractors or suppliers for any Services;
- d. Habitat has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of Habitat's creditors, or Habitat has taken advantage of any insolvency statute or debtor/creditor law or if Habitat's affairs have been put in the hands of a receiver;
- e. Habitat has failed to obtain the approval of the County where required by this Agreement;
- f. Habitat has failed to provide "adequate assurances" as required under subsection "2" below;
- g. Habitat has failed in the representation of any warranties stated herein.

9.2.

When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to Habitat's ability to perform the Services or any portion thereof, the County may request that Habitat, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of Habitat's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by Habitat for portions of the Services which Habitat has not performed. In the event that Habitat fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- a. treat such failure as a repudiation of this Agreement;
- b. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

9.3

In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data. The County shall re-enter and take possession of the Property upon an. Habitat 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 Agreement.

9.4 Exception. In the event of a default, the County shall only terminate Habitat's site control and leasehold interest in any undeveloped portion of the Property. For purposes of this Agreement, "undeveloped portions of the Property" shall mean that portion of the Property that contains no completed foundation erected by Habitat.

ARTICLE X
NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify Habitat ("Default Notice"), specifying the basis for such default, and advising Habitat that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow Habitat to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as Habitat has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date Habitat shall discontinue the Services upon the Termination Date.

ARTICLE XI
PATENT AND COPYRIGHT

Habitat shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE XII
BUSINESS APPLICATION AND FORMS

Business Application Habitat shall be a registered vendor with the Miami-Dade Department of Procurement Management, for the duration of this Agreement. It is the responsibility of Habitat to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of the Code of Miami-Dade County as amended by Ordinance 00-1, requires any County, employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or County acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the Miami-Dade County's Commission on Ethics and Public Trust prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or County acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement

voidable. For additional information, please contact the Commission on Ethics and Public Trust hotline at (305) 579-2593.

ARTICLE XIII **INSPECTOR GENERAL REVIEWS**

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, Habitat shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Habitat's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Habitat, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Habitat in connection with this Agreement. The terms of this Article shall not impose any liability on the County by Habitat or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to Habitat. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County's contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Habitat, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to Habitat from the Inspector General or IPSIG retained by the Inspector General, Habitat shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in Habitat's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE XIV
LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Habitat agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Executive Order 11246 "Equal Employment Opportunity", as amended by executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.
- b) Mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- c) Lead-Based Paint Poisoning Act (42 USC 4821, et. Seq.)
- d) The Fair Housing Act (42 U.S.C. 3601-19 and regulations pursuant thereto (24 CFR Part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR Part 107); and the fair housing poster regulations (24 CFR Part 110).
- e) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR Part relating to non-discrimination in housing).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- g) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36); and the Architectural Barriers Act of 1968, as amended, and regulations issued pursuant thereto (24 CFR Part 40).
- h) Miami-Dade County Department of Business Development Participation Provisions, as applicable to this Contract.
- i) Miami-Dade County Code, Chapter 11A, Article 3. All Habitats and Subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, ancestry, pregnancy, age, sex, national origin, sexual orientation, disability, familial status, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and

Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- j) "Conflicts of Interest" Section 2-11 of the Code of Miami-Dade County, and Ordinance 01-199.
- k) Miami-Dade County Code Section 10-38 "Debarment".
- l) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- m) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Habitat shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of Habitat, constitute a violation of any law or regulation to which Habitat is subject, including but not limited to laws and regulations requiring that Habitat conduct its operations in a safe and sound manner.

ARTICLE XV NONDISCRIMINATION

- 15.1 During the performance of this Contract, Habitat agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, pregnancy, age, sex, national origin, sexual orientation, disability, familial status, or marital status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- 15.2 By entering into this Agreement with the County, Habitat attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Habitat or any County, subsidiary or other firm affiliated with or related to Habitat is found by the responsible enforcement County or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if Habitat submits a false affidavit pursuant to this Resolution or Habitat violates the Act or the Resolution during the term of this Contract, even if Habitat was not in violation at the time it submitted its affidavit.

ARTICLE XVI WAIVER OF JURY TRIAL

County and Habitat hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether verbal or written) or actions of either party. Habitat acknowledges that this waiver of jury trial is a material inducement to the County in entering into this Agreement with Habitat, that County would not have entered into this Agreement with Habitat without this jury trial waiver, and that Habitat has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver.

ARTICLE XVII
MUTUAL OBLIGATIONS

- 17.1. This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 17.2. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related to a party.
- 17.3. In those situations where this Agreement imposes an indemnity obligation on Habitat, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if Habitat fails to diligently defend such claims, and thereafter seek indemnity for costs from Habitat.

ARTICLE XVIII
RECORDKEEPING, AUDITS & REPORTING REQUIREMENTS

- 18.1. **Recordkeeping:** Without limitation on any other provision of this Agreement, County and Habitat, shall maintain all records concerning the Development to substantiate compliance with this Agreement for three (3) years subsequent to the expiration date of this Agreement, unless a longer period is required. Habitat will give the County, or any of their authorized representatives, access to and the right to examine, copy, or otherwise reproduce all records pertaining to the Development, operation or management of the Development. The right to such access shall continue as long as the records are retained, even if such period exceeds the mandatory three-year retention period.

Habitat agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

- 18.2. Access. Habitat agrees to grant a right of access to the County, and any of the County's authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts.
- 18.3 Audit. The County, or any of the County's duly authorized representatives, shall have the right to perform any audit of Habitat's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Habitat may delegate to discharge any part of its obligations under this Agreement.
- 18.4 Subcontractors. Habitat agrees to ensure that the recordkeeping, access, audit and reporting requirements set forth herein are also made legally binding upon any Habitat or Subcontractor that receives funds derived from the County in connection with the Project.
- 18.5 Reports to County. Habitat is to provide a weekly report on the progress of development activities and schedule updates for completion of all homes under construction to the County.

ARTICLE XIX
CONFLICT OF INTEREST

- 19.1 Habitat warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Habitat's organizational, financial, contractual or other interests are such that:
- (a) Award of the Contract may result in an unfair competitive advantage; or
 - (b) Habitat's objectivity in performing the Contract work may be impaired.
 - (c) Habitat agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Director of the Department of Procurement Management which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The County may, however, terminate the Contract or task/delivery order for the convenience of the County if it would be in the best interest of the County.
 - c) In the event Habitat was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Director of the Department of Procurement Management, the County may terminate the Contract for default.

d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by Habitat. Habitat shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

ARTICLE XX
PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall Habitat without the express written consent of the County. Habitat shall not issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless Habitat first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

ARTICLE XXI
BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract Habitat has with the County, Habitat becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Habitat under federal bankruptcy law or any state insolvency law.

ARTICLE XXII
GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE XXIII
INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to Habitat and reasonable assurances that IHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). Habitat must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE XXIV
MIAMI-DADE USER ACCESS PROGRAM (UAP)

INTENTIONALLY LEFT BLANK

**ARTICLE XXV
SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

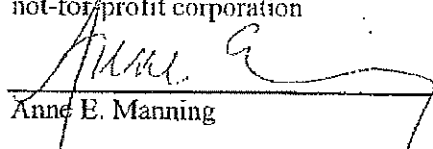
ARTICLE XXVI

SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of Habitat and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers.

HABITAT FOR HUMANITY OF
GREATER MIAMI, INC., a Florida
not-for-profit corporation




Anne E. Manning

Executive Director

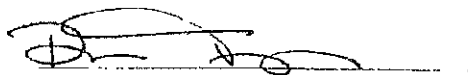


Signature



Name / Title RE. Mortgage Director

ATTEST:



Signature

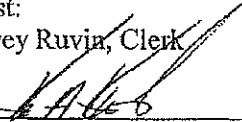


Name / Title DEV. OFFICER

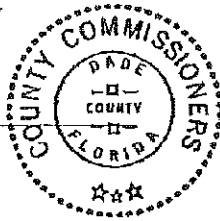
Corporate Seal:

FLORIDA

Attest:
Harvey Ruvin, Clerk

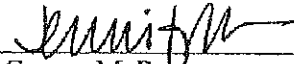


Deputy Clerk



MIAMI-DADE COUNTY,

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: 

George M. Burgess
County Manager

Approved for legal form and sufficiency:

By: 

Assistant County Attorney

46

ATTACHMENT B



CFN 20090572851
OR Bk 26970 Pgs 0163 - 126F (24pgs)
RECORDED 08/07/2009 10:20:58
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this 5 day of Aug, 2009 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 HABITAT FOR HUMANITY OF
GREATER MIAMI, INC., a not-for-profit corporation, party of the second part, whose address is 3800
NW 22nd Ave., Miami, Florida 33142 :

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"):

See Attached Exhibit "A"

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.

24

47

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 Twenty-Nine Thousand and 00/100 (\$129,000.00). 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 Twenty-Nine Thousand and 00/100 (\$129,000.00), 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 revert 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 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.

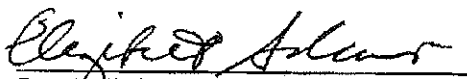
IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and date aforesaid.




HARVEY RUVIN, CLERK

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

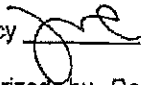
By:


Deputy Clerk

By:


Mayor

Approved for legal sufficiency



The foregoing was authorized by Resolution No. R-175-09 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of March, 2009.

EXHIBIT A

1. Folio No.: 01-3113-058-0210
Lot 11 Block 2, ROCKMOOR HEADLIGHT TR, according to the Plat thereof recorded in Plat Book 6, at Page 66, of the Public Records of Miami-Dade County, Florida.
2. Folio No.: 01-3113-058-0211
Lot 11 Block 2, ROCKMOOR HEADLIGHT TR, according to the Plat thereof recorded in Plat Book 6, at Page 66, of the Public Records of Miami-Dade County, Florida.
3. Folio No.: 30-3110-028-0030
W 50 FT of E 150 FT of N 1/2 Block 3, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
4. Folio No.: 30-3110-028-0840
N 50 FT of S 125 FT of E 1/2 Block 16, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
5. Folio No.: 30-3110-028-1110
N 50 FT of W 75.43 FT Block 21, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
6. Folio No.: 30-3110-028-1830
E 50 FT of W 100 FT of N 1/2 Block 43, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
7. Folio No.: 30-3110-028-2040
W 100 FT of E 253 FT of N 1/2 Less S 25 FT for ST Block 49, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
8. Folio No.: 30-3110-028-2060
E 103 FT of S 1/2 Less N 25 FT for R/W Block 49, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
9. Folio No.: 30-3110-057-0480
S 1/2 of W 120 FT of TR 5, WEST LITTLE RIVER, Rev., according to the Plat thereof recorded in Plat Book 34, at Page 19, of the Public Records of Miami-Dade County, Florida.
10. Folio No.: 30-3111-038-0520
Lots 26 thru 29 Block 9, COMM LIBERTY CITY 2nd Sec, according to the Plat thereof recorded in Plat Book 18, at Page 55, of the Public Records of Miami-Dade County, Florida.
11. Folio No.: 30-3111-041-0120
Lot 6 Block 3, EVERGLADES AVE HEIGHTS, according to the Plat thereof recorded in Plat Book 16, at Page 66, of the Public Records of Miami-Dade County, Florida.
12. Folio No.: 30-3115-005-1000
Lot 28 Block 4, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
13. Folio No.: 30-3115-005-1180
Lot 14 Block 5, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
14. Folio No.: 30-3115-005-1530
Lot 19 Block 6, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

15. Folio No.: 30-3115-005-3720
Lot 3 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
16. Folio No.: 30-3115-005-3730
Lot 4 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
17. Folio No.: 30-3115-005-3740
Lot 5 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
18. Folio No.: 30-3115-005-3750
Lot 6 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
19. Folio No.: 30-3115-005-3920
Lot 25 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
20. Folio No.: 30-3115-005-3950
Lot 28 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
21. Folio No.: 30-3115-005-4490
Lot 23 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
22. Folio No.: 30-3115-005-4500
Lot 24 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
23. Folio No.: 30-3115-005-4510
Lot 25 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
24. Folio No.: 30-3115-005-4900
Lot 33 Block 17, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
25. Folio No.: 30-3115-005-5560
Lot 4 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
26. Folio No.: 30-3115-005-5720
Lots 23 & 24 Inc Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
27. Folio No.: 30-3115-005-5730
Los 25 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
28. Folio No.: 30-3115-005-5760
Lot 28 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
29. Folio No.: 30-3115-005-5880
Lot 5 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
30. Folio No.: 30-3115-005-5910
Lot 8 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

31. Folio No.: 30-3115-005-5930
Lot 10 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, Page 79, of the Public Records of Miami-Dade County, Florida.
32. Folio No.: 30-3115-005-5940
Lot 11 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7 at Page 79, of the Public Records of Miami-Dade County, Florida.
33. Folio No.: 30-3115-005-6040
Lot 23 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
34. Folio No.: 30-3115-005-6460
Lot 2 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
35. Folio No.: 30-3115-005-6470
Lot 3 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7 at Page 79, of the Public Records of Miami-Dade County, Florida.
36. Folio No.: 30-3115-005-6660
Lot 24 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
37. Folio No.: 30-3115-005-6740
Lot 33 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
38. Folio No.: 30-3115-005-6750
Lots 34 and 35 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
39. Folio No.: 30-3115-036-0130
Lots 2 and 3 Block 2, NORTHWEST HIGHLANDS, according to the Plat thereof recorded in Plat Book 22, at Page 33, of the Public Records of Miami-Dade County, Florida.
40. Folio No.: 30-3115-037-0160
Lot 14 Block 2, ORANGE VIEW PARK, according to the Plat thereof recorded in Plat Book 18, at Page 51, of the Public Records of Miami-Dade County, Florida.
41. Folio No.: 30-3116-006-0060
Lot 7 Block 1, LEE HEIGHTS, according to the Plat thereof recorded in Plat Book 42, at Page 55, of the Public Records of Miami-Dade County, Florida.
42. Folio No.: 30-3110-015-0810
Lots 3 and 4 Block 7, COMM LIBERTY CITY, according to the Plat thereof recorded in Plat Book 9, at Page 54, of the Public Records of Miami-Dade County, Florida.
43. Folio No.: 30-3111-038-0620
Lots 46 and 47 Block 9, COMM LIBERTY CITY 2nd SEC, according to the Plat thereof recorded in Plat Book 18, at Page 55, of the Public Records of Miami-Dade County, Florida.
44. Folio No.: 30-3115-017-0220
North 59.30 Feet of West 100.48 Feet Of South 134.30 Feet Block 3, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
45. Folio No.: 30-3115-017-0310
East 50 Feet of West 150 Feet of North 1/2 of Block 17, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

46. Folio No.: 30-3115-017-0360
North 65 Feet of East 100 Feet of South ½ Block 17, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
47. Folio No.: 30-3115-017-0410
South 65 Feet of East 100 Feet Block 18, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
48. Folio No.: 01-3125-048-1190
South ½ of Lot 6 Block 33, WADDELLS ADDITION, according to the Plat thereof recorded in Plat Book B , at Page 53, of the Public Records of Miami-Dade County, Florida.
49. Folio No.: 30-3110-028-0120
South 75 Feet of East 100 Feet of South ½ Block 4, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 108, of the Public Records of Miami-Dade County, Florida.
50. Folio No.: 30-3115-005-0250
Lots 29 and 30 Block 1, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

HABITAT AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
HABITAT FOR HUMANITY OF GREATER MIAMI, INC.

This agreement is made as of the 24th day of June, 2009, by and between MIAMI-DADE COUNTY, a subdivision of the State of Florida ("COUNTY") and HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a not-for-profit corporation ("HABITAT"). This agreement accomplishes the requirements adopted by the Board of County Commissioners at its March 3, 2009 meeting.

WHEREAS, Habitat is committed to build homes in partnership with low-income families and to sell the units at cost, at no profit and to finance the sale of the units at zero-percent interest; and

WHEREAS, the County is committed to providing affordable homeownership opportunities to low-income residents,

WHEREAS, on March 3, 2009, the Miami-Dade Board of County Commissioners adopted Resolution No. R-175-09 whereby it authorized the County to convey sixty-five (65) scattered lots to Habitat provided that certain conditions are met by Habitat to ensure that the newly constructed homes are offered first to the former residents of James B. Scott Homes and Carver Homes ("Scott-Carver" or "Scott-Carver Homes"),

NOW, THEREFORE, in consideration of the foregoing recitals, agreements, covenants set forth herein and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURPOSE**

Habitat is in the process of constructing affordable housing as part of the County's Hope VI redevelopment project and has requested the conveyance of sixty-five (65) County-owned lots, which are located within the boundaries of the Hope VI Redevelopment Area. The requested lots are part of the County's inventory of lots set aside for the Infill Housing Initiative. The parties desire to house as many former Scott-Carver residents in the newly constructed homes.

**ARTICLE II
PARTIES' RESPONSIBILITIES**

Habitat agrees as follows:

1. To assess each infill lot to determine if duplexes, triplexes or quadplexes can be built on these lots, and where feasible, make every effort to develop the properties as such, subject to the review and approval of the County.
2. To offer units first to former Scott-Carver residents.
3. To contact by U.S. mail former Scott-Carver residents from a list provided by Miami-Dade County to advise them of the availability of units.
4. To place signage on each site acknowledging the County's contribution of the property.

5. To sell the units at cost and for no more than \$129,000.
6. To utilize every effort feasible to contract with small, local contractors in the construction of each unit.

The County agrees as follows:

1. To execute a County Deed conveying sixty-five parcels of land, in substantially the form attached hereto as Exhibit A.
2. To provide the names and addresses of former Scott-Carver residents that remain in good standing to Habitat by April, 2009.
3. To make available soft second-mortgage funds to eligible homebuyers, to the extent funds are available.
4. To advise attendees at monthly HOPE VI meetings about Habitat housing opportunities.

ARTICLE III
NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

To Miami-Dade County: Miami-Dade County
Stephen P. Clarke Center
111 N.W. 1st Street
Miami, Florida 33128
Attn: County Manager

With copies to: Miami-Dade County
General Services Administration
Stephen P. Clarke Center
111 N.W. 1st Street
Miami, Florida 33128
Attn: Wendi Norris, Director

To Habitat: Habitat for Humanity of Greater Miami, Inc.
3800 NW 22 Avenue
Miami, FL 33142
Attn: Anne Manning

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE IV
INDEMNIFICATION

Habitat shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Habitat or its employees, agents, servants, partners principals or subcontractors unless such matters arise out of the deliberate or grossly negligent act or omission of the County, or the County's respective employees, agents or officials. Habitat shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

ARTICLE V
CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

Habitat shall not assign, transfer, convey, or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE VI
SUBCONTRACTUAL RELATIONS

- 6.1 If Habitat will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Agreement will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of Habitat; and Habitat will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of Habitat. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by Habitat.
- 6.2. Habitat, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the County may require. The County will have the right to require Habitat not to award any subcontract to a person, firm or corporation disapproved by the County.
- 6.3. Before entering into any subcontract hereunder, Habitat will inform the

subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

6.4 In order to qualify as a subcontractor satisfactory to the County, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

6.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Habitat's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Habitat shall furnish to the County copies of all subcontracts between Habitat and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the County finds Habitat in breach of its obligations, the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE VII

ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

Habitat understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to Habitat for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by Habitat. Habitat accepts all risk associated with using this information.

ARTICLE VIII

TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- 8.1 The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- 8.3 The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- 8.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. Habitat may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to Habitat and in such event:

- 8.4 Habitat shall, upon receipt of such notice, unless otherwise directed by the County:
- a. stop work on the date specified in the notice ("the Effective Termination Date");
 - b. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - c. cancel orders;
 - d. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

ARTICLE IX EVENT OF DEFAULT

- 9.1 An Event of Default shall mean a breach of this Agreement by Habitat. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include, but not be limited to the following:
- a. Habitat has not completed the construction of the sixty-five (65)

homes on a timely basis.

- b. Habitat has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
- c. Habitat has failed to make prompt payment to subcontractors or suppliers for any Services;
- d. Habitat has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of Habitat's creditors, or Habitat has taken advantage of any insolvency statute or debtor/creditor law or if Habitat's affairs have been put in the hands of a receiver;
- e. Habitat has failed to obtain the approval of the County where required by this Agreement;
- f. Habitat has failed to provide "adequate assurances" as required under subsection "2" below;
- g. Habitat has failed in the representation of any warranties stated herein.

9.2.

When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to Habitat's ability to perform the Services or any portion thereof, the County may request that Habitat, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of Habitat's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by Habitat for portions of the Services which Habitat has not performed. In the event that Habitat fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- a. treat such failure as a repudiation of this Agreement;
- b. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

9.3

In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data. The County shall re-enter and take possession of the Property upon an. Habitat 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 Agreement.

9.4 Exception. In the event of a default, the County shall only terminate Habitat's site control and leasehold interest in any undeveloped portion of the Property. For purposes of this Agreement, "undeveloped portions of the Property" shall mean that portion of the Property that contains no completed foundation erected by Habitat.

ARTICLE X
NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify Habitat ("Default Notice"), specifying the basis for such default, and advising Habitat that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow Habitat to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as Habitat has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date Habitat shall discontinue the Services upon the Termination Date.

ARTICLE XI
PATENT AND COPYRIGHT

Habitat shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE XII
BUSINESS APPLICATION AND FORMS

Business Application Habitat shall be a registered vendor with the Miami-Dade Department of Procurement Management, for the duration of this Agreement. It is the responsibility of Habitat to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of the Code of Miami-Dade County as amended by Ordinance 00-1, requires any County, employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or County acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the Miami-Dade County's Commission on Ethics and Public Trust prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or County acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement

voidable. For additional information, please contact the Commission on Ethics and Public Trust hotline at (305) 579-2593.

ARTICLE XIII
INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, Habitat shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Habitat's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Habitat, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Habitat in connection with this Agreement. The terms of this Article shall not impose any liability on the County by Habitat or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to Habitat. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County's contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Habitat, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to Habitat from the Inspector General or IPSIG retained by the Inspector General, Habitat shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in Habitat's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE XIV
LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Habitat agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Executive Order 11246 "Equal Employment Opportunity", as amended by executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.
- b) Mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- c) Lead-Based Paint Poisoning Act (42 USC 4821, et. Seq.)
- d) The Fair Housing Act (42 U.S.C. 3601-19 and regulations pursuant thereto (24 CFR Part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR Part 107); and the fair housing poster regulations (24 CFR Part 110).
- e) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR Part relating to non-discrimination in housing).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- g) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36); and the Architectural Barriers Act of 1968, as amended, and regulations issued pursuant thereto (24 CFR Part 40).
- h) Miami-Dade County Department of Business Development Participation Provisions, as applicable to this Contract.
- i) Miami-Dade County Code, Chapter 11A, Article 3. All Habitats and Subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, ancestry, pregnancy, age, sex, national origin, sexual orientation, disability, familial status, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and

Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- j) "Conflicts of Interest" Section 2-11 of the Code of Miami-Dade County, and Ordinance 01-199.
- k) Miami-Dade County Code Section 10-38 "Debarment".
- l) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- m) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Habitat shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of Habitat, constitute a violation of any law or regulation to which Habitat is subject, including but not limited to laws and regulations requiring that Habitat conduct its operations in a safe and sound manner.

ARTICLE XV NONDISCRIMINATION

- 15.1 During the performance of this Contract, Habitat agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, pregnancy, age, sex, national origin, sexual orientation, disability, familial status, or marital status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- 15.2 By entering into this Agreement with the County, Habitat attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Habitat or any County, subsidiary or other firm affiliated with or related to Habitat is found by the responsible enforcement County or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if Habitat submits a false affidavit pursuant to this Resolution or Habitat violates the Act or the Resolution during the term of this Contract, even if Habitat was not in violation at the time it submitted its affidavit.

ARTICLE XVI WAIVER OF JURY TRIAL

County and Habitat hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether verbal or written) or actions of either party. Habitat acknowledges that this waiver of jury trial is a material inducement to the County in entering into this Agreement with Habitat, that County would not have entered into this Agreement with Habitat without this jury trial waiver, and that Habitat has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver.

ARTICLE XVII
MUTUAL OBLIGATIONS

- 17.1. This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 17.2. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related to a party.
- 17.3. In those situations where this Agreement imposes an indemnity obligation on Habitat, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if Habitat fails to diligently defend such claims, and thereafter seek indemnity for costs from Habitat.

ARTICLE XVIII
RECORDKEEPING, AUDITS & REPORTING REQUIREMENTS

- 18.1. **Recordkeeping:** Without limitation on any other provision of this Agreement, County and Habitat, shall maintain all records concerning the Development to substantiate compliance with this Agreement for three (3) years subsequent to the expiration date of this Agreement, unless a longer period is required. Habitat will give the County, or any of their authorized representatives, access to and the right to examine, copy, or otherwise reproduce all records pertaining to the Development, operation or management of the Development. The right to such access shall continue as long as the records are retained, even if such period exceeds the mandatory three-year retention period.

Habitat agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

- 18.2. Access. Habitat agrees to grant a right of access to the County, and any of the County's authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts.
- 18.3 Audit. The County, or any of the County's duly authorized representatives, shall have the right to perform any audit of Habitat's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Habitat may delegate to discharge any part of its obligations under this Agreement.
- 18.4 Subcontractors. Habitat agrees to ensure that the recordkeeping, access, audit and reporting requirements set forth herein are also made legally binding upon any Habitat or Subcontractor that receives funds derived from the County in connection with the Project.
- 18.5 Reports to County. Habitat is to provide a weekly report on the progress of development activities and schedule updates for completion of all homes under construction to the County.

ARTICLE XIX
CONFLICT OF INTEREST

- 19.1 Habitat warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Habitat's organizational, financial, contractual or other interests are such that:
- (a) Award of the Contract may result in an unfair competitive advantage; or
 - (b) Habitat's objectivity in performing the Contract work may be impaired.
 - (c) Habitat agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Director of the Department of Procurement Management which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The County may, however, terminate the Contract or task/delivery order for the convenience of the County if it would be in the best interest of the County.
- c) In the event Habitat was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Director of the Department of Procurement Management, the County may terminate the Contract for default.

66

d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by Habitat. Habitat shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

ARTICLE XX
PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall Habitat without the express written consent of the County. Habitat shall not issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless Habitat first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

ARTICLE XXI
BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract Habitat has with the County, Habitat becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Habitat under federal bankruptcy law or any state insolvency law.

ARTICLE XXII
GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE XXIII
INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

67

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to Habitat and reasonable assurances that IHHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). Habitat must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE XXIV
MIAMI-DADE USER ACCESS PROGRAM (UAP)

INTENTIONALLY LEFT BLANK

68

**ARTICLE XXV
SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

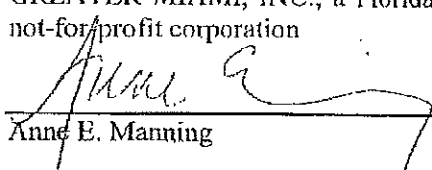
ARTICLE XXVI

SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of Habitat and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

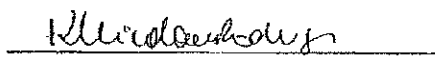
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers.

HABITAT FOR HUMANITY OF
GREATER MIAMI, INC., a Florida
not-for-profit corporation

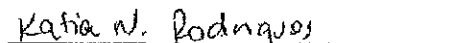


Anne E. Manning

Executive Director

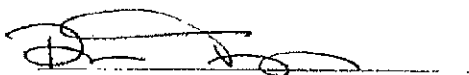


Signature



Name / Title RE Mortgage Director

ATTEST:



Signature

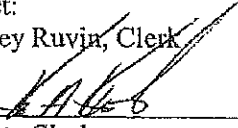


Name / Title DEV. OFFICER

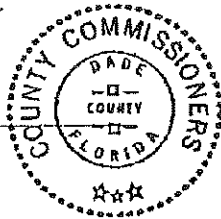
Corporate Seal:

FLORIDA

Attest:
Harvey Ruvia, Clerk

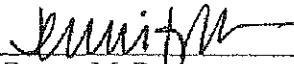


Deputy Clerk



MIAMI-DADE COUNTY,

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: 

for George M. Burgess
County Manager

Approved for legal form and sufficiency:

By: 

Assistant County Attorney



CFN 2012R0899557
 DR Bk 28400 Pgs 0407 - 4131 (7pgs)
 RECORDED 12/14/2012 09:33:40
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Instrument prepared under the direction of
 Thomas Goldstein, Assistant County Attorney
 111 N.W. 1 Street, 28 Floor
 Miami, Florida 33128-1907

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this 13 day of December 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 HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a not-for-profit corporation, party of the second part, whose address is 3800 NW 22nd Ave., Miami, Florida 33142:

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 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 Twenty-Nine Thousand and 00/100 (\$129,000.00). 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 Twenty-Nine Thousand and 00/100 (\$129,000.00), 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 mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. 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 revert 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: _____

Chairperson

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.R-175-09 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of March, 2009.

EXHIBIT A

1. Folio No.: 01-3113-058-0210
Lot 10 Block 2, ROCKMOOR HEADLIGHT TR, according to the Plat thereof recorded in Plat Book 6, at Page 66, of the Public Records of Miami-Dade County, Florida.
2. Folio No.: 01-3113-058-0211
Lot 11 Block 2, ROCKMOOR HEADLIGHT TR, according to the Plat thereof recorded in Plat Book 6, at Page 66, of the Public Records of Miami-Dade County, Florida.
3. Folio No.: 30-3110-028-0030
W 50 FT of E 150 FT of N 1/2 Block 3, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
4. Folio No.: 30-3110-028-0840
N 50 FT of S 125 FT of E 1/4 Block 16, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
5. Folio No.: 30-3110-028-1110
N 50 FT of W 75.43 FT Block 21, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
6. Folio No.: 30-3110-028-1830
E 50 FT of W 100 FT of N 1/2 Block 43, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
7. Folio No.: 30-3110-028-2040
W 100 FT of E 253 FT of N 1/2 Less S 25 FT for ST Block 49, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
8. Folio No.: 30-3110-028-2060
E 103 FT of S 1/2 Less N 25 FT for R/W Block 49, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
9. Folio No.: 30-3110-057-0480
S 1/2 of W 120 FT of TR 5, WEST LITTLE RIVER, Rev., according to the Plat thereof recorded in Plat Book 34, at Page 19, of the Public Records of Miami-Dade County, Florida.
10. Folio No.: 30-3111-038-0520
Lots 28 thru 29 Block 9, COMM LIBERTY CITY 2nd Sec, according to the Plat thereof recorded in Plat Book 18, at Page 55, of the Public Records of Miami-Dade County, Florida.
11. Folio No.: 30-3111-041-0120
Lot 6 Block 3, EVERGLADES AVE HEIGHTS, according to the Plat thereof recorded in Plat Book 16, at Page 66, of the Public Records of Miami-Dade County, Florida.
12. Folio No.: 30-3115-005-1000
Lot 28 Block 4, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
13. Folio No.: 30-3115-005-1180
Lot 14 Block 5, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
14. Folio No.: 30-3115-005-1530
Lot 19 Block 6, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

15. Folio No.: 30-3115-005-3720
Lot 3 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
16. Folio No.: 30-3115-005-3730
Lot 4 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
17. Folio No.: 30-3115-005-3740
Lot 5 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
18. Folio No.: 30-3115-005-3750
Lot 6 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
19. Folio No.: 30-3115-005-3920
Lot 25 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
20. Folio No.: 30-3115-005-3950
Lot 28 Block 14, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
21. Folio No.: 30-3115-005-4490
Lot 23 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
22. Folio No.: 30-3115-005-4500
Lot 24 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
23. Folio No.: 30-3115-005-4510
Lot 25 Block 16, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
24. Folio No.: 30-3115-005-4900
Lot 33 Block 17, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
25. Folio No.: 30-3115-005-5560
Lot 4 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
26. Folio No.: 30-3115-005-5720
Lots 23 & 24 Inc Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
27. Folio No.: 30-3115-005-5730
Los 26 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
28. Folio No.: 30-3115-005-5760
Lot 29 Block 20, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
29. Folio No.: 30-3115-005-5880
Lot 5 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
30. Folio No.: 30-3115-005-5910
Lot 8 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

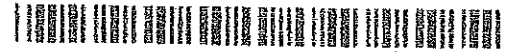
EXHIBIT A

31. Folio No.: 30-3115-005-5930
Lot 10 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, Page 79, of the Public Records of Miami-Dade County, Florida.
32. Folio No.: 30-3115-005-5940
Lot 11 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7 at Page 79, of the Public Records of Miami-Dade County, Florida.
33. Folio No.: 30-3115-005-6040
Lot 23 Block 21, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
34. Folio No.: 30-3115-005-6460
Lot 2 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
35. Folio No.: 30-3115-005-6470
Lot 3 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7 at Page 79, of the Public Records of Miami-Dade County, Florida.
36. Folio No.: 30-3115-005-6660
Lot 24 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
37. Folio No.: 30-3115-005-6740
Lot 33 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
38. Folio No.: 30-3115-005-6750
Lots 34 and 35 Block 23, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.
39. Folio No.: 30-3115-036-0130
Lots 2 and 3 Block 2, NORTHWEST HIGHLANDS, according to the Plat thereof recorded in Plat Book 22, at Page 33, of the Public Records of Miami-Dade County, Florida.
40. Folio No.: 30-3115-037-0160
Lot 14 Block 2, ORANGE VIEW PARK, according to the Plat thereof recorded in Plat Book 18, at Page 51, of the Public Records of Miami-Dade County, Florida.
41. Folio No.: 30-3116-008-0060
Lot 7 Block 1, LEE HEIGHTS, according to the Plat thereof recorded in Plat Book 42, at Page 55, of the Public Records of Miami-Dade County, Florida.
42. Folio No.: 30-3110-015-0810
Lots 3 and 4 Block 7, COMML LIBERTY CITY, according to the Plat thereof recorded in Plat Book 9, at Page 54, of the Public Records of Miami-Dade County, Florida.
43. Folio No.: 30-3111-038-0620
Lots 46 and 47 Block 9, COMM LIBERTY CITY 2ND SEC, according to the Plat thereof recorded in Plat Book 18, at Page 55, of the Public Records of Miami-Dade County, Florida.
44. Folio No.: 30-3115-017-0220
North 59.30 Feet of West 100.48 Feet Of South 134.30 Feet Block 3, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
45. Folio No.: 30-3115-017-0310
East 50 Feet of West 150 Feet of North ½ of Block 17, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.

EXHIBIT A

46. Folio No.: 30-3115-017-0360
North 65 Feet of East 100 Feet of South ½ Block 17, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
47. Folio No.: 30-3115-017-0410
South 65 Feet of East 100 Feet Block 18, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
48. Folio No.: 01-3126-048-1190
South ½ of Lot 6 Block 33, WADDELLS ADDITION, according to the Plat thereof recorded in Plat Book B , at Page 53, of the Public Records of Miami-Dade County, Florida.
49. Folio No.: 30-3110-028-0120
South 75 Feet of East 100 Feet of South ½ Block 4, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3, at Page 106, of the Public Records of Miami-Dade County, Florida.
50. Folio No.: 30-3115-005-0250
Lots 29 and 30 Block 1, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

ATTACHMENT D



CFN 2013R1006210
OR Bk 28945 Pgs 2289 - 2290 (2pgs)
RECORDED 12/24/2013 14:53:56
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:
Terrence Smith, Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

NOTICE OF AUTOMATIC REVERTER

TO: Habitat for Humanity of Greater Miami, Inc.
3800 NW 22nd Ave
Miami, Florida 33142
Attention: Mario Artecona, Director

You are hereby notified that on August 7, 2009, title to the property conveyed by Miami-Dade County to Habitat for Humanity of Greater Miami, Inc. by County Deed dated August 5, 2009 and recorded on August 7, 2009, in the Official Records Book 26970, Pages 163-186, CFN 2009R0572851 of the Public Records of Miami-Dade County, Florida, automatically reverted to Miami-Dade County pursuant to the terms and conditions of said County Deed.

PLEASE BE GOVERNED ACCORDINGLY.

(OFFICIAL SEAL)

ATTEST:

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

HARVEY RUVIN, CLERK

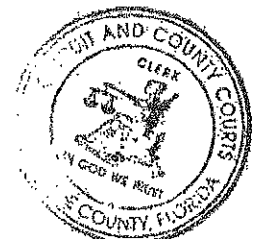


Terrence A. Smith
Deputy Clerk

By: *Russell Benford*
Russell Benford
Deputy Mayor

Approved for legal sufficiency *Terrence A. Smith*

Terrence A. Smith
Assistant County Attorney

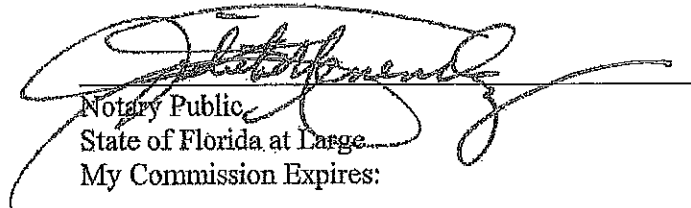


STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23rd day of December, 2013, by Russell Benford, as Deputy Mayor of MIAMI-DADE COUNTY, who is () personally known to me or () has produced _____, as identification.




Notary Public
State of Florida at Large
My Commission Expires:

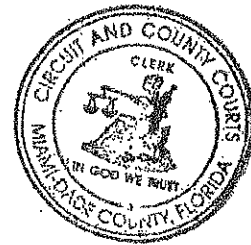


EXHIBIT "A"

S 1/2 OF LOT 6, BLOCK 33, WADDELLS ADDITION, Plat Book B, Page 53, OF THE
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF DADE
HEREBY CERTIFY that this is a true copy of the
original filed in this office on _____ day of

DEC 24 2019

WITNESS my hand and Official Seal
HARVEY RUVIN, CLERK, of Circuit and County Courts

[Handwritten Signature]
76047





P.O. Box 015344
 MIAMI, FLORIDA 33101-5344
 PHONE: (305) 372-0682
 FAX: (305) 381-9574
 www.stjohncdc.org

December 9, 2013

REV. HENRY NEVIN - FOUNDER

Hon. Audrey Edmonson
 Commissioner, Miami-Dade County
 111 NW 1st Street, Suite 220
 Miami, FL 33131

OFFICERS:

NELSON L. ADAMS, III, M.D.
 Chairman of the Board

HOMER HUMPHREY, R. RH.
 1st Vice Chairman

WALTER DENNIS
 2nd Vice Chairman

MARY L. WILLIAMS
 Secretary

BETTY BURKE-CLAYTON
 Asst. Secretary

REV. JOHN H. TAYLOR
 Treasurer

GRACE K. HUMPHREY
 Asst. Treasurer

BOARD OF DIRECTORS:

- Bishop James Adams
- Ugene S. Adkins
- Rev. Antonio Bolden, Sr.
- Rev. Lawrence L. Brown
- Franklin Clark
- Corey B. Collins, Esq.
- Martha Day
- Edwin Demeritte, Ed. D.
- Rev. Cecil Duffie
- Rosa Green
- Delores D. Hills
- Eddie Hudson
- Doris P. Isaac
- Garfield A. Miller, Esq.
- Will Miller, Ed. D.
- Mitzi D. Parlor
- Darryl Spence
- LeFondra Swain
- Ulysses Terry
- Eugene Walker
- Andrew Wilcox

RE: Infill Property Folio #01-3125-048-1190; 1635 NW 1 Court

Dear Commissioner Edmonson:

I'm writing to request that the above referenced lot be transferred to our wholly owned affiliate, St. John Village Homes II LLC.

As you know, the County had transferred the lot to Habitat for Humanity. However, they agreed not to develop it so it could be incorporated into our proposed development on adjacent lots in return for our providing them with a lot more suitable to single-family development. I understand the County is in the process of exercising a reverter clause to take back ownership of the property.

St. John will incorporate the lot with surrounding lots that the CDC either owns or has under contract to develop a 10-12 unit, new construction affordable rental townhouse development. See attached site plan.

All units will be spacious 1,300 square foot, three-bedroom, two-bath townhouse units. At least 25% of the units will be affordable to families earning 50% AMI, with at least one affordable to 30% AMI and the remainder affordable to 65% AMI. Financing will include currently committed program income from our Neighborhood Stabilization Program 2 (NSP2) funding. Additionally, we are or will be seeking County, City and other funds, which require site control. The units will have competitive amenities including energy efficient features.

OLA O. ALUKO
 President/CEO

I hope this provides you with what you need to work with Greg Fortner and the staff at PHCD to seek Commission approval to transfer the property.

We very much appreciate your willingness to take the lead on this. Please let me know if there is anything else you need.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ola O. Aluko', written over the word 'Sincerely,'.

Ola O. Aluko
President/CEO

cc Terrence Smith Esq. - Assistant County Attorney, Miami-Dade County

ATTACHMENT F

Instrument prepared by and returned to:
Miami-Dade County Public Housing and Community Development
111 N.W. 1 Street, 16th Floor
Miami, Florida 33136

Folio No.: 01-3125-048-1190

COUNTY DEED

THIS DEED, made this _____ day of _____, 2013 A.D. 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 NW 1 Street Suite 17-202, Miami, Florida 33128-1963, and ST. JOHN COMMUNITY DEVELOPMENT CORPORATION, a not-for-profit corporation, party of the second part, whose address is _____ Miami, Florida 33____.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida, (the "Property"):

LEGAL DESCRIPTION

South ½ of Lot 6 Block 33, WADDELLS ADDITION, according to Plat Book B, at Page 53 of the Public Records of Miami-Dade County, Florida

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same. This grant is made for the public purpose of constructing and operating affordable housing for low and moderate income residents, or as it may be amended from time to time. Construction of the affordable housing shall be completed, as evidenced by a final certificate of occupancy or its equivalent, within three (3) years of the conveyance of the Property. If in the sole discretion of Miami-Dade County, the Property ceases to

be used for these purposes by St. John Community Development Corporation, or St. John Community Development Corporation ceases to exist, title to the Property shall revert to Miami-Dade County upon ten (10) days notice. In the event of such reverter, St. John Community Development Corporation, shall immediately deed the Property back to Miami-Dade County, and Miami-Dade County shall have the right to immediate possession of the Property, with any and all improvements thereon. The effectiveness of the reverter shall take place immediately upon notice being provided by Miami-Dade County, regardless of the deed back to the County by St. John Community Development Corporation. The County retains a reversionary interest in the Property, which right may be exercised by the County in accordance with this Deed.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE FOLLOWS)

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 Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Rebeca Sosa, Chairwoman

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 _____, 20__.