

# MEMORANDUM

HSSC  
Agenda Item No. 2D

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

**DATE:** February 10, 2014

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

**SUBJECT:** Resolution authorizing conveyance of five (5) single family home sites to Haitian America Community Development Corporation, a 501(c)(3) not-for-profit, Florida Corporation, for infill housing development at a price of ten dollars (\$10.00); authorizing the waiver of Administrative Order 3-44 as it relates to the Section entitled availability of County property

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/lmp



# 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.

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.  
3-4-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING CONVEYANCE OF FIVE (5) SINGLE FAMILY HOME SITES TO HAITIAN AMERICA COMMUNITY DEVELOPMENT CORPORATION, A 501(C)(3) NOT-FOR-PROFIT, FLORIDA CORPORATION, FOR INFILL HOUSING DEVELOPMENT AT A PRICE OF TEN DOLLARS (\$10.00); AUTHORIZING THE WAIVER OF ADMINISTRATIVE ORDER 3-44 AS IT RELATES TO THE SECTION ENTITLED AVAILABILITY OF COUNTY PROPERTY; AUTHORIZING THE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN THE COUNTY DEED

**WHEREAS**, Haitian American Community Development Corporation ("Developer"), a 501(c)(3) not-for-profit Florida corporation, was incorporated in 1987 as the Little Haiti Housing Association, Inc. by residents and community stakeholders of Little Haiti to address the need for affordable housing; and

**WHEREAS**, the Developer is committed to providing decent affordable housing, educational and business enterprise opportunities through programs that create and sustain economic advancement in Haitian American communities; and

**WHEREAS**, the Developer has submitted an application, a copy of which is attached hereto as Attachment A, to this Board requesting that the County convey to them five (5) single family home sites located in District 2 for infill housing development for qualified very-low, low- and-moderate income families; and

**WHEREAS**, this Board is satisfied that said properties can be used for infill housing development and is not needed for County purposes; and

**WHEREAS**, this Board finds that pursuant to Section 125.38 of the Florida Statutes the conveyance of said property to the Developer serves the best interest of the County,

**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 five (5) single family home sites, legally described in Attachment B, to the Developer for infill housing development at a price of ten dollars (\$10.00) pursuant to Section 125.38, Florida Statutes and Sections 17-121, et seq. of the Code of Miami-Dade County.

**Section 3.** This Board hereby approves the waiver of Administrative Order 3-44 as it relates to the Section entitled "Availability of County Property."

**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 to execute a County Deed, in substantially the form attached hereto and made a part hereof as Attachment B.

**Section 6.** The Board authorizes the County Mayor or the County Mayor's designee to take all actions necessary to enforce the provisions set forth in the County Deed.

**Section 7.** The Board directs 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 Jean Monestime. 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 4<sup>th</sup> 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

5



## HAITIAN AMERICAN COMMUNITY DEVELOPMENT CORPORATION

*"Building Homes, Building Lives, Building Community"*

Sean McCrackine  
Legislative Director  
Commissioner Jean Monestime  
Miami-Dade County, Florida

Dear Mr. McCrackine:

Little Haiti Housing Association, Inc. now d.b.a as The Haitian American Community Development Corporation (HACDC) is pleased to accept the lots listed below for the purpose of developing new affordable units for homeownership. Staff has visited the lots and believes they will be a benefit to the organization and to our target clientele. The plan is to construct new units that will be sold to first time buyers earning 80% and below of the Miami-Dade County are Median Household Income which stands currently at \$48,400.

The majority of our traditional clients earn 60% and below of the AMI. We have nearly 30 mortgage ready clients who are not able to find houses in the open market at this time. However, with adequate subsidy to close the gap between total development costs and the mortgage amount they are qualified for, we would be successful in developing and selling these homes. Finding the "gap" is the principal challenge for our first time buyers. This is mitigated by our housing counselor experience in navigating the 2<sup>nd</sup> mortgage assistance program offered by Miami-Dade County. Therefore, we believe we can be successful in building and selling these units if we were to receive these lots.

Folio	Address	SF	Dimensions	Zoning
30-2135-002-1100	845 NW 111 Street	9750	75x130	RU-1
30-2135-022-0170	11204 NW 15ct	7500	50x150	RU-1
30-2135-023-0350	1363 NW 114 <sup>th</sup> Street	8175	75x109	RU-1
30-3102-013-0830	745 NW 97 <sup>th</sup> Street	7,000	50x140	RU-3B

We thank you for your assistance and let us know if you need anything else to proceed. I can be reached at 786-230-3780 or [lcharles@haitianamericancdc.org](mailto:lcharles@haitianamericancdc.org) or you can reach Sam Diller, the Executive Director at 786-230-3779.

Best Regards,

Lynda Charles  
Deputy Director



Instrument prepared by:  
 Terrence A. Smith  
 Assistant County Attorney  
 County Attorney Office  
 111 NW 1<sup>st</sup> Street, Suite 2810  
 Miami, Florida 33128

Folio Nos.: See Exhibit "A" attached.

### COUNTY DEED

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2013 AD. by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "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 **HAITIAN AMERICAN COMMUNITY DEVELOPMENT CORPORATION, a 501(c)(3) corporation** (hereinafter "Party of the Second Part"), whose address is 181 NE 82 Street, Miami, Florida 33138.

### 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 (hereinafter the "Property"):

*As legally described in Exhibit "A" attached hereto and made a part hereof*

**THIS CONVEYANCE IS SUBJECT TO** all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

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

Party of the First Part finding 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 Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Party of the Second Part must complete the home. The letter by Party of the First Part shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to Party of the First Part.

3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County but under no circumstances shall the sales price of the home exceed One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event Party of the Second Part fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00), title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause, and by such reverter to the Party of the First Part, Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

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

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The "Control Period" commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (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 Party of the First Part shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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 Party of the First Part. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the Party of the First Part shall have the right to re-enter and take possession of the Property and to terminate and revert in the Party of the First Part the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the Party of the First Part, 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 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.

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: \_\_\_\_\_  
Rebeca Sosa, Chairperson

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing was authorized by **Resolution No.** \_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

30-2135-002-1100	PINEWOOD PARK EXT PB 34-91, LOTS 22 THRU 24 BLK 6
30-2135-022-0170	35 52 41 AVOCADO GROVE PB 1-2, W150FT OF N50FT OF S350FT OF TR 10 AS MEASURED FROM C/L OF 111 ST
30-2135-023-0350	AVOCADO ESTATES RESUB PB 45-81, LOT 6 BLK 6
30-3102-013-0830	PINE WOOD PARK PB 6-42, LOT 12 BLK 12