

MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 3, 2015

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

SUBJECT: Resolution granting Miami-Dade Affordable Housing Foundation Inc., a 501(c)(3) not-for-profit Florida corporation, twelve additional months to develop four previously conveyed properties with Housing to be sold to qualified homebuyers through the County's Infill Housing Initiative program

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Chairman Jean Monestime.



R. A. Cuevas, Jr.
County Attorney

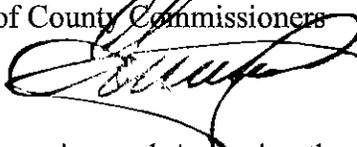
RAC/jls

Memorandum



Date: November 3, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Granting 12-Month Extension and Authorize the Chairperson or Vice-Chairperson to Execute Amended and Restated County Deed for Four Infill Properties to be Developed with Infill Housing by Miami-Dade Affordable Housing Foundation, Inc.

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution:

- Granting Miami-Dade Affordable Housing Foundation, Inc. (Affordable Housing) 12 additional months to develop four (4) previously conveyed properties (the Infill Properties) with housing to be sold to qualified homebuyers through the County's Infill Housing Initiative Program (Infill Housing Program);
- Authorizing the Chairperson or the Vice-Chairperson of the Board to execute an Amended and Restated County Deed (the Amended County Deed); and
- Authorizing the County Mayor or the County Mayor's designee to take all necessary action to enforce the provisions set forth in the County Deed.

Scope

The approval of this resolution will authorize the Chairperson or the Vice-Chairperson of the Board to execute the Amended County Deed to allow Affordable Housing 12 additional months to develop the Infill Properties with housing to be sold to qualified homebuyers. All properties are located in District 2, represented by Commissioner Jean Monestime.

Fiscal Impact

There is no fiscal impact to the County related to the extension of time to develop the Infill Properties.

Track Record/Monitoring

This project will be monitored by Jorge Cibran, AIA, Director of Facilities and Development for Public Housing and Community Development (the Department).

Background

On December 3, 2013, the Board adopted Resolution No. R-1016-13, authorizing the conveyance of the Infill Properties to Affordable Housing. On February 4, 2014, the County conveyed the Infill Properties to Affordable Housing, a copy of the County Deed is attached hereto as Exhibit B. On July 17, 2015, Affordable Housing submitted a written request to the County to extend the time to develop and sell the Infill Properties. The Department recommends that Affordable Housing be granted an additional 12 months to develop and sell the Infill Properties from the date the Amended County Deed is recorded in public records, in accordance with the Infill Housing Program. Subsequent to the conveyance of these properties, Affordable Housing underwent a reorganization, which included the appointment of a new Executive Director in July 2014. As a result of this reorganization, the development of the Infill Properties were temporarily delayed. Additionally, due to building code changes and the appointment of a new

architect, the original construction documents were revised. Currently, three (3) of the four (4) Infill Properties are ready to be submitted to the Department of Regulatory and Economic Resources Plans Review Section. The fourth Infill Property is pending a zoning variance hearing from the Regulatory and Economic Resources Department's Development Services Division. Consequently, Affordable Housing has requested additional time to develop the Infill Properties.

The Department is satisfied that Affordable Housing is making good faith efforts to resolve all issues related to the development of Infill Properties, and the Department recommends that the Board authorize the Chairperson or Vice-Chairperson of the Board to execute the Amended County Deed, which would provide Affordable Housing with 12 additional months to resolve the permitting and zoning issues, and to subsequently develop and sell the Infill Properties to qualified homebuyers. In the event Affordable Housing fails to develop and sell the four properties within 12 months, the County may, at its option, exercise its reversionary interest.

The Department has complied with Resolutions Nos. R-376-11 and R-333-15 by providing detailed information on the Infill Properties as set forth in Exhibit A of this memorandum, which includes information concerning the County's investment, future control, and disclosure of market values of each of the properties.

Attachments



Russell Benford, Deputy Mayor

EXHIBIT A

RECONVEYED LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 and R-333-15

Folio	Lot Size	Comm. District	2015 Assessment Value	Legal Description	Zoning	Estimated Annual Lawn Care Costs	Address	Included in R-1016-13	Remarks / Recommendation	Type of Deed County Acquired Parcel
30-2135-002-1470	13,205	2	\$37,848	PINEWOOD PARK EXT, LOTS 22 & 23 BLK 8 PB 34-91	RU-2	N/A	981 NW 109 St.	Yes	Reconvey	County Deed
06-2126-020-0270	8,031	2	\$17,839	DE PAULY HEIGHTS, LOT7 BLK 2 PB 49-8	RU-1	N/A	720 NW 133 St.	Yes	Reconvey	County Deed
30-2135-002-1100	9750	2	\$26,944	PINEWOOD PARK EXT,LOTS 22 THRU 24 BLK 6 PB 34-91	RU-1	N/A	845 NW 111 St.	Yes	Reconvey	County Deed
30-2135-010-0290	7950	2	\$25,003	LAWNDALE 4th ADD, LOT 13 BLK 12 PB 47-31	RU-2	N/A	1167 NW 113 Ter.	Yes	Reconvey	County Deed
Total			\$107,634							

3. That the affordable housing developed on the Property shall be sold to a low-income household, as defined in Sections 17-122(k) of the Code of Miami-Dade County but under no circumstances shall the sales price of the Property exceed One Hundred Seventy-Five Thousand and 00/100 (\$175,000.00).

Party of the Second Part shall require that the qualified household purchasing the Property 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 Mayor or Mayor's designee. 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 Property 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 thirty (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 Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

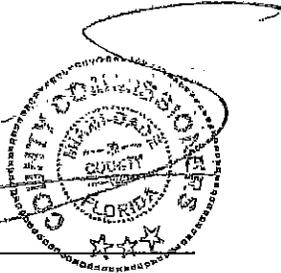
(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk



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

By: _____

Rebecca Sosa, Chairwoman

Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney

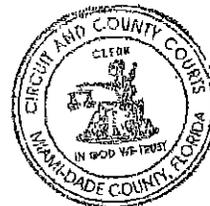
The foregoing was authorized by Resolution No. R-1016-13 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of December, 2013.



EXHIBIT "A"

Folio Number	Legal Description
30-2135-002-1470	LOTS 22 and 23 BLOCK 8, PINEWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91, of Public Records of Miami-Dade County, Florida.
06-2126-020-0270	LOT 7 BLOCK 2 , DE PAULY HEIGHTS, thereof, as recorded in Official Records Book 49 at Page 8, of Public Records of Miami-Dade County, Florida.
30-2135-002-1100	LOTS 22 thru 24 BLOCK 6, PINEWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91 of Public Records of Miami-Dade County, Florida.
30-2135-010-0290	LOT 13 BLOCK 12, LAWNSDALE 4 th ADDITION , thereof, as recorded in Official Records Book 47 at Page 31 ,of Public Records of Miami-Dade County, Florida.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 09/14 day of
SEPTEMBER, A.D. 2008
I WITNESS my hand and Official Seal 09/14/08
HARVEY FLUVIN, CLERK, of Circuit and County Courts
By [Signature] D.C.





MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 3, 2015

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

SUBJECT: Agenda Item No. 8(K)(1)

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. 8(K)(1)
11-3-15

RESOLUTION NO. _____

RESOLUTION GRANTING MIAMI-DADE AFFORDABLE HOUSING FOUNDATION INC., A 501(C)(3) NOT-FOR-PROFIT, FLORIDA CORPORATION, TWELVE ADDITIONAL MONTHS TO DEVELOP FOUR PREVIOUSLY CONVEYED PROPERTIES WITH HOUSING TO BE SOLD TO QUALIFIED HOMEBUYERS THROUGH THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM; AUTHORIZING THE CHAIRPERSON OR THE VICE-CHAIRPERSON OF THE BOARD TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED; AND DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED

WHEREAS, Miami-Dade Affordable Housing Foundation Inc. ("Affordable Housing"), a 501(c)(3) not-for-profit Florida corporation, was conveyed four properties (the "Infill Properties") by Miami-Dade County (the "County"), legally described in Exhibit "A" to Attachment "A" attached hereto, pursuant to Resolution No. R-1016-13; and

WHEREAS, Affordable Housing has submitted a letter, dated July 17, 2015, to the County, a copy of which is attached hereto as Attachment "B", requesting that the County grant it a 12-month extension to develop the Infill Properties with housing to be sold to qualified very-low, low- and moderate-income families in accordance with Section 17-121 et seq. of the Code of Miami-Dade County; and

WHEREAS, this Board is satisfied that Affordable Housing has made good faith efforts to develop the Infill Properties and wishes to grant Affordable Housing 12 additional months to develop and sell the Infill Properties; and

WHEREAS, this Board has reviewed and is satisfied with the information regarding the Infill Properties contained in Exhibit “A” of the County Mayor’s memorandum, which is submitted to this Board in accordance with Resolution Nos. R-376-11 and R-333-15; and

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

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 grants Affordable Housing 12 additional months to develop and sell the Infill Properties to qualified very-low, low- and moderate-income families in accordance with Section 17-121 et seq. of the Code of Miami-Dade County.

Section 3. This Board further authorizes the Chairperson or Vice-Chairperson of the Board to execute the Amended and Restated County Deed (the “Amended Deed”), in substantially the form attached hereto, as Attachment “A” and incorporated herein by reference.

Section 4. This Board directs the County Mayor or the County Mayor’s designee to take all actions necessary to enforce the provisions set forth in the Amended County Deed executed pursuant to Section 3 of this resolution.

Section 5. The Board directs the County Mayor or the County Mayor’s designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to 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 foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

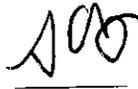
The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

ATTACHMENT "A"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 29016 Pages 2767-2770 of the Public Records of Miami-Dade County on February 4, 2014.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 2015 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC.**, a Florida not-for-profit 501(c)3 corporation (hereinafter "Developer"), whose address is 1444 Biscayne Blvd., Suite 312, Miami, Florida 33132.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Record Book 29016, Pages 2767-2770, of the Public Records of Miami-Dade County on 02/04/2014; and

WHEREAS, the Developer has applied for an extension of time for the completion of development of the affordable housing on the Property and the County has agreed to the extension,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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 Properties; 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 Properties 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 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within one (1) year of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:
 - a. Be given prior to the event of the reverter; and
 - b. 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 the Developer must complete the homes. The letter by the County 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 one (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 the County.
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 the Developer 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) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. The Developer 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."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties 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 Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an

amount(s) not to exceed the value of the Improvements as determined by an appraiser.

- c) Any mortgage(s) in favor of any lender that may go into default, is penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(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 Project 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.
 9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with 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.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the 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: _____
Jean Monestime, Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2015.

Approved and accepted:

MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC.

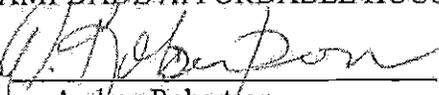
By: 
Audrey Robertson
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION

Folio Number	Legal Description
30-2135-002-1470	LOTS 22 and 23 BLOCK 8, PINEWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91, of Public Records of Miami-Dade County, Florida.
06-2126-020-0270	LOT 7 BLOCK 2 , DE PAULY HEIGHTS, thereof, as recorded in Official Records Book 49 at Page 8, of Public Records of Miami-Dade County, Florida.
30-2135-002-1100	LOTS 22 thru 24 BLOCK 6, PINEWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91 of Public Records of Miami-Dade County, Florida.
30-2135-010-0290	LOT 13 BLOCK 12 ,LAWNDALE 4 th ADDITION , thereof, as recorded in Official Records Book 47 at Page 31 ,of Public Records of Miami-Dade County, Florida.



July 17th 2015

Alan Eson
Real Estate Officer/Infill Housing Program
Miami-Dade Public Housing and
Community Development
701 N.W. 1 Court, 16th Floor
Miami, FL 33136

RE: Infill Properties 981 NW 109 Street: 845 NW 111 Street: 720 NW 133 Street: 1167 NW 113 Terrace.

Dear Mr. Eson,

Miami Dade Affordable Foundation hereby requests a 12 month extension from the date of the County Board approval to develop houses on the above referenced infill properties.

The reason for this request is due to the fact that MDAHFI underwent a complete a reorganization and total change of staff in 2014. A new Executive Director was brought on board July 2014 and has since restructured the Foundation.

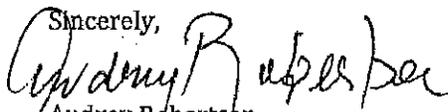
Due to the restructure, the development of the infill properties were temporarily delayed.

Attached is a letter from MDAHFI's Architect Roomscapes that details the architectural work in process. Upon receipt of the permits, ground will be broken on three properties. 1167 NW 133 Terrace is zoned commercial C1; a variance request will be submitted on said property for single family construction.

The processing numbers are C2015151575 and C2015151568

Thank you for your help and patience regarding this matter.

Sincerely,


Audrey Robertson
Executive Director

7855 NW 12th Street Miami Suite 206, Florida 33126/ Ph.: 305-371-9330 Fax: 305-371-9339

Roomscapes, Inc.

9641 SW 100 Avenue ■ Miami, Florida 33176 ■ (305) 305-3880 ■ FAX: (305) 595-4450

REQUEST FOR EXTENSION

To:

Date: 7/17/15

Re: Time extension needed to build three affordable houses

Please allow MDAHFI another year to complete construction of three affordable single family homes on the following lots:

981 NW 109 Street

845 NW 111 Street

720 NW 133 Street

The Construction Documents for the house model chosen for these homes has been permitted on several occasions during the previous FBC 2010 Building Code. However, all drawings had to be revised to meet the new Building Code (FBC 2014) including new energy requirements and all structural standard references. This has taken some additional time for all of our projects and has caused a delay in submitting the plans. We did not want to submit the houses under the previous Code (FBC 2010) because we wanted to give new home owners the benefit of owning homes under the more updated Codes and did not want all notices of acceptance (NOA's) to expire during the permit and construction process.

In addition, it may take some time to apply for a variance to allow a single family home to be built at 720 NW 133 Street because it is currently zoned C-1 commercial.

The Documents for 720 NW 133 Street were submitted to the City of North Miami Beach on July 6th and are currently under DERM review. The other two sets of Documents have been submitted today to Miami Dade County for review.

Please call with any questions.

Steven Luria, RA
Pres. Roomscapes, Inc.

Seal

Steven Ross Luria, Architect

Date

Lic. #: AR0017359