

# MEMORANDUM

Agenda Item No. 8(K)(1)

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

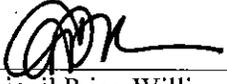
**DATE:** November 1, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution authorizing the  
County Mayor to execute and  
record a declaration of restrictive  
covenants in lieu of unity of title  
between the County and Martin  
Fine Villas, LLC for Martin  
Fine Villas Public Housing Site  
and to exercise amendment,  
modification and release  
provisions contained therein

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The accompanying resolution was prepared by the Public Housing & Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney



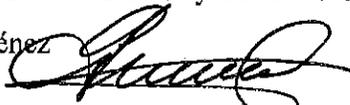
APW/lmp

# Memorandum



**Date:** November 1, 2016

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

**From:** Carlos A. Giménez  
Mayor 

**Subject:** Authorize the Execution of a Restrictive Covenant In Lieu of Unity Title for the Martin Fine Villa Public Housing Site

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution to authorize the County Mayor or the County Mayor's designee, on behalf of Miami-Dade County, to execute and record a declaration of restrictive covenants in lieu of unity of title (Restrictive Covenant) for Martin Fine Villa Public Housing Site (Martin Fine) and to exercise all amendment, modification and release provisions contained therein.

## **Scope**

Martin Fine is located in the City of Miami and in District 5, which is represented by Commissioner Bruno Barreiro.

## **Fiscal Impact**

There is no fiscal impact to the County.

## **Track Record/Monitoring**

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

## **Delegated Authority**

Subject to the approval of this resolution, the County Mayor or the County Mayor's designee will have the authority to execute and record the Restrictive Covenant in the Public Records of Miami-Dade County, Florida, and to exercise all amendment, modification and release provisions contained therein.

## **Background**

On July 14, 2011, Request for Proposals No. 794 was advertised to solicit offers from developers to maximize and expedite the development potential of over 100 existing public housing sites and vacant land sites administered by the Department. The solicitation sought to establish partnerships with qualified entities to rehabilitate/upgrade existing public housing units, remove and replace obsolete public housing units, increase the number of units on underutilized sites, develop vacant land owned by the County, and also incorporate commercial and other special purpose uses, where appropriate, at particular public housing sites or vacant land sites. Additionally, the Department sought to replace its older units with new contemporary designs that resemble market-rate units (regardless of whether these are public housing, affordable or market-rate units) and incorporate creative and sustainable design solutions.

On November 23, 2011, the Board, pursuant to Resolution No. R-1026-11, awarded site control through ground leases to six (6) developers for 28 project sites, including but not limited to Martin Fine, which is one (1) of three (3) public housing sites that sit on a single parcel of County-owned land. The other two

(2) public housing sites are Haley Sofge and Robert King High. Related Urban was awarded development rights of all three (3) public housing sites. On April 8, 2014, the Board, pursuant to Resolution No. R-331-14, authorized the County Mayor or the County Mayor's designee to execute master development agreements with Related Urban for the development of Martin Fine, Haley Sofge, and Robert King High. The resolution also authorized the County Mayor or the County Mayor's designee to submit a demolition application to the United States Department of Housing and Urban Development for both Martin Fine and Haley Sofge for demolition of the existing dilapidated buildings and Martin Fine.

Related Urban, through its affiliates, intends to develop all three (3) public housing sites over time as funds become available. Once the public housing sites are developed, certain aspects of the development, such as parking, green space, and amenities (Common Areas), will be shared among the three (3) projects, which will be owned by separate affiliates of Related Urban. Related Urban, through its affiliate, Martin Fine Villas, LLC, requested that the County execute and record the Restrictive Covenant, which will provide that the County and Martin Fine Villa, LLC will agree, for purposes of determining compliance with the City of Miami zoning ordinance, including future zoning determinations, that the property will be considered as one (1) plot and parcel of land. The Restrictive Covenant further provides that when there are multiple owners, they will enter into an Easement and Operating Agreement, which will allow each of the owners to have access to the Common Areas.

The Department has no objections to the execution of the Restrictive Covenant and recommends that the Board authorize the County Mayor or the County Mayor's designee to execute it.

Attachment



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Russell Benford  
Deputy Mayor

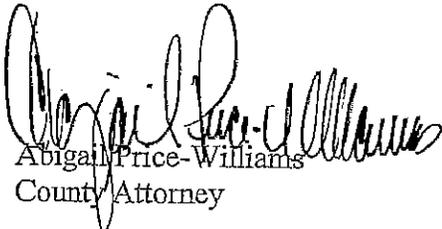


# MEMORANDUM

(Revised)

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

**DATE:** November 1, 2016

**FROM:**   
Abigail Price-Williams  
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
- Statement of social equity 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)

11-1-16

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

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AND RECORD A DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE BETWEEN THE COUNTY AND MARTIN FINE VILLAS, LLC FOR MARTIN FINE VILLAS PUBLIC HOUSING SITE AND TO EXERCISE AMENDMENT, MODIFICATION AND RELEASE PROVISIONS CONTAINED THEREIN

**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 authorizes the County Mayor or the County Mayor's designee, on behalf of Miami-Dade County, to execute a declaration of restrictive covenants in lieu of unity of title (the "Restrictive Covenant"), in substantially the form attached hereto as Exhibit A and incorporated herein by reference, between the County and Martin Fine Villa, LLC, for the Martin Fine Villa Public Housing Site, and to exercise all amendment, modification and release provisions contained therein.

**Section 3.** Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or the County Mayor's designee to record the Restrictive Covenant authorized herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the

instruments to the Clerk of Board within thirty (30) days of execution of said instruments; and directs the Clerk of the Board to attach and permanently store a recorded copy of the Restrictive Covenant 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 1<sup>st</sup> day of November, 2016. 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

Prepared by and Return, upon  
Recordation to:

Victoria Méndez, City Attorney  
444 S.W. 2<sup>nd</sup> Ave., Suite 945  
Miami, FL. 33130-1910

Folio No. 01-3135-021-0160  
Folio No. 01-3135-047-0010

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Reserved for Recording

**DECLARATION OF RESTRICTIVE COVENANTS  
IN LIEU OF UNITY OF TITLE**

The undersigned, Martin Fine Villas, LLC, a Florida limited liability company ("MF Villas") and Miami-Dade County, a political subdivision of the State of Florida (the "County") (the County and MF Villas, together, are sometimes hereinafter referred to as the "Owners") hereby make, declare and impose on the land herein described, this Declaration of Restrictive Covenants in Lieu of Unity of Title (the "Declaration"), and the covenants running with the title to the land contained herein, which shall be binding on the Owners, all heirs, grantees, successors and assigns, personal representatives, mortgagees, and lessees of each of them, and against all persons claiming by, through or under them.

*WHEREAS*, the County is the fee owner of the land located in Miami-Dade County, Florida, described in Exhibit "A" attached hereto, and hereinafter called the "Property"; and

*WHEREAS*, MF Villas holds a long-term leasehold estate in the land located in Miami-Dade County, Florida, described in Exhibit "B" attached hereto, which is wholly located within the Property, and hereinafter called the "Leasehold Portion" and

*WHEREAS*, MF Villas intends to develop a 104-unit affordable housing rental community of the Leasehold Portion and, through affiliated entities, if adequate debt and equity sources are procured, intends to build additional affordable housing rental communities on the balance of the Property;

*WHEREAS*, addresses and folio numbers applicable to the Property are:

**Parcel 1:**

Folio No. 01-3135-021-0160

Property Addresses:

1389 NW 7 Street, Miami, FL 33125 (Miami-Dade property appraiser)

750 NW 13 Avenue, Miami, FL 33125  
800 NW 13 Avenue, Miami, FL 33125  
1301 NW 7th Street, Miami, FL 33125  
1341 NW 7th Street Bldg A, Miami, FL 33125  
720 NW 13th Court Bldg B, Miami, FL 33125  
740 NW 13th Court Bldg C, Miami, FL 33125  
750 NW 13th Court Bldg D, Miami, FL 33125  
760 NW 13th Court Bldg E, Miami, FL 33125  
780 NW 13th Court Bldg F, Miami, FL 33125  
790 NW 13th Court Bldg G, Miami, FL 33125

**Parcel 2:**

Folio No. 01-3135-047-0010

**Property Addresses:**

800 NW 13 Avenue, Miami, FL 33125 (Miami-Dade property appraiser)  
1403 NW 7th Street, Miami, FL 33125  
1405 NW 7th Street, Miami, FL 33125  
1407 NW 7th Street, Miami, FL 33125

*WHEREAS*, for properties which contain multiple owners, the City may, subject to compliance with the Zoning Ordinance, and other applicable regulations and requirements, accept a covenant in lieu of unity of title; and;

*WHEREAS*, Owners wish to treat the Property as a single project for planning and zoning purposes;

*NOW THEREFORE*, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners hereby agree as follows:

1. Recitals: The recitals and findings set forth in this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this section.
2. Covenant in Lieu of Unity of Title: Owners of the Property hereby agree and declare that for the purposes of determining compliance with the Zoning Ordinance of the City, Miami 21 as amended, including, without limitation any future zoning designations (e.g. "Special Area Plans" or similar designations, if applicable, the Property shall be considered as one plot and parcel of land so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by Owners shall be subject to the terms and conditions of this Covenant as if any such grantee, successor or assign were a party hereto or a signatory hereof.
3. Covenant Running with the Land: The Covenant, once approved for legal form and sufficiency by the City Attorney, and accepted by the City of Miami, or

designee, shall run with the land and be binding upon the heirs, successors, personal representatives and assigns, and upon all owners, future owners, mortgages, and lessees and others presently or in the future having any interest in the property.

4. Easements: In the event of multiple Ownership subsequent to the approval of the Covenant, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Covenant. The Owners shall further agree not to convey portions of the Property to such other parties unless and until the Owners and such parties shall have executed and mutually delivered, in recordable form, an instrument to be known as an "Easement and Operating Agreement" which, if applicable, shall contain:
- (i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
  - (ii) Easements in the common area of each parcel for the passage and parking of vehicles;
  - (iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
  - (iv) Easements for access roads across the common area of each parcel to public and private roadways;
  - (v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation or removal of utility facilities in appropriate areas in each such parcel;
  - (vi) Easements on each parcel for construction of buildings and improvements in favor of each other parcel;
  - (vii) Easements upon each parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
  - (viii) Easements on each parcel for attachment of buildings;
  - (ix) Easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
  - (x) Appropriate reservation of rights to grant easements to utility companies;

- (xi) Appropriate reservation of rights to road rights-of-way and curb cuts;
- (xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

These instruments contained in the Easement and Operating Agreement or portions thereof may be waived if approved by each of the directors of the Public Works Department, the Planning Department, the Building Department, and the Office of Zoning, or their designees, if the provisions are inapplicable to the subject property. In addition, the instruments shall contain such other provisions with respect to the operation, maintenance and development of the property as the parties may agree. Such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the directors, or their designees, if it will be constructed, conveyed and operated in accordance with an approved site plan. The multiple owners may, by mutual agreement, allocate among themselves and the parcels owned by them, setbacks, parking, open space, floor area and similar governmental requirements, and these allocations shall be honored in connection with requests for future site plan changes.

5. Effective Date and Term of Covenant: The provisions of this instrument shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each.
6. Amendment and Modification: The provisions of this Covenant may be amended and modified by a written instrument executed by the Owners of the Property or if any portion of the Property has been submitted to the condominium form of Ownership, then by the association established to operate the condominium in lieu of all of the unit owners and the joinder of any mortgages on the Property. Joinder is required by the same Department directors, or their designees or successors, which approved the original Covenant. Any amendment or modification of this Covenant or of the Easements referenced in § 4 involving the City or its Zoning Ordinance and all other applicable laws, codes and regulations, will be in a form acceptable to Planning and Zoning and the City Attorney.

7. Release: The provisions of this Covenant may be released in writing by the then Owners of the Property or if any portion of the Property has been submitted to the condominium form of Ownership, then by the association established to operate the condominium in lieu of all of the unit owners and the joinder of any mortgages on the Property. Joinder is required by the same Department directors, or their designees or successors, which approved the original Covenant will be required to effectuate any release. Any release involving the City will be in a form acceptable to the City Attorney.
  
8. Enforcement: Enforcement shall be by action against the individual property owners for violations pertaining to their own property and against parties or persons violating or attempting to violate any of the provisions of this Covenant. The prevailing party to any action or suit pertaining to or arising out of this Covenant shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This Section shall not be utilized against the City of Miami. The attorney's fee provision in this Section shall never apply against the City and no attorney's fees may be awarded against the City pursuant to this Section. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
9. Severability: Invalidation of any of the provisions of this Covenant by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect.
  
10. Recording: This Covenant shall be recorded in the public records of Miami-Dade County at Owners' expense and a certified copy hereof shall be delivered to the City Clerk of the City of Miami, Florida within thirty (30) days after recording.

SIGNATURES APPEAR ON FOLLOWING PAGES

Signed, witnessed, executed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY:**

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

Witnesses:

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Assistant County Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF FLORIDA        )  
  )SS  
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_ 2016, by \_\_\_\_\_, as \_\_\_\_\_ of Miami-  
Dade County, a political subdivision of the State of Florida, on behalf of the County.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_

NOTARY SIGNATURE

Print or Stamp Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

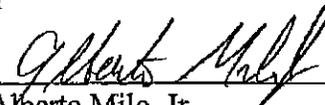
My Commission Expires: \_\_\_\_\_

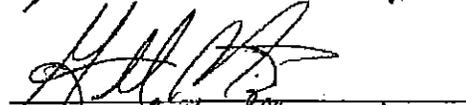
**MF VILLAS:**

Martin Fine Villas, LLC, a Florida limited liability company

By: Martin Fine Villas Manager, LLC, a Florida limited liability company, its manager

  
Print Name: LEONARDO AYALA

By:   
Name: Alberto Milo, Jr.  
Title: Vice President

  
Print Name: Guillermo Magnum Mazon

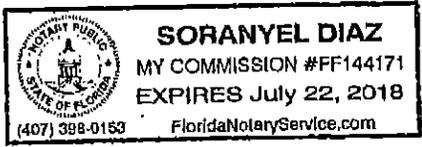
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn and acknowledged before me this 20<sup>th</sup> day of NOV, 2016, by Alberto Milo, Jr., as Vice President of Martin Fine Villas Manager, LLC, a Florida limited liability company, the manager of Martin Fine Villas, LLC, a Florida limited liability company, on behalf of the companies.

Personally Known  or Produced Identification

Type of Identification Produced \_\_\_\_\_

  
NOTARY SIGNATURE  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**CITY OF MIAMI:**

APPROVED AS TO LEGAL FORM AND  
CORRECTNESS:

OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
Printed: Victoria Méndez, Esq.  
Its: City Attorney

APPROVED:

OFFICE OF ZONING

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Its: Zoning Administrator

APPROVED:

DEPARTMENT OF PUBLIC WORKS

By: \_\_\_\_\_  
Printed: Eduardo Santamaria  
Its: Director

APPROVED:

PLANNING AND ZONING  
DEPARTMENT

By: \_\_\_\_\_  
Printed: Francisco J. Garcia  
Its: Director

APPROVED:

BUILDING DEPARTMENT

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Its: Director

**Exhibit "A"**

**LEGAL DESCRIPTION**  
**Overall Property**

**Parcel 1:**

Lots 7 and 8 LESS the South 20 feet thereof, CORRECTED PLAT OF RIVERMONT, according to the Plat thereof as recorded in Plat Book B, Page 95, of the Public Records of Miami-Dade County, Florida, and that portion of Lot 1, Block 1 lying South of the Southeasterly Right of Way line of State Road # 836(Dolphin Expressway) and all of Lot 9 and Lot 10 LESS the South 10 feet and LESS the external arc of a 65.00 foot radius concave to the Northeast and tangent to the North line of the South 10.00 feet of said Lot 10 and tangent to the West line of said Lot 9, Block 4, OAK TERRACE, according to the Plat thereof as recorded in Plat Book 6, Page 126, of the Public Records of Miami-Dade County, Florida, containing more or less  $\pm 443,758$  sq. ft. ( $\pm 10.19$  Acres).

**Parcel 2:**

Tract "A", MIAMI RIVER COMPLEX FLORIDA 5-26, according to the Plat thereof as recorded in Plat Book 92, Page 39, of the Public Records of Miami-Dade County, Florida, containing more or less  $\pm 484,070$  sq. ft. ( $\pm 11.11$  Acres).

**Exhibit "B"**

**LEGAL DESCRIPTION**

**Leased Portion**

A portion of Lots 7 and 8, CORRECTED PLAT OF RIVERMONT, according to the Plat thereof as recorded in Plat Book B, Page 95, of the Public Records of Miami-Dade County, Florida and a portion of Tract "A", MIAMI RIVER COMPLEX FLORIDA 5-26, according to the Plat thereof as recorded in Plat Book 92, Page 39, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the intersection of N.W. 7th Street and N.W. 13th Avenue as they now exist; thence N00°01'30"W along the centerline of N.W. 13th Avenue for 35.01 feet; thence S88°50'45"W along a line 35.00 feet North of and parallel to the centerline of N.W. 7th Street, said line also being the South line of Tract "A" and the North right-of-way line of said N.W. 7th Street, for 49.52 feet to the Point of Beginning; thence continue S88°50'45"W for 482.52 feet; thence thence N00°06'04"E for 255.45 feet; thence N69°13'36"W for 184.77 feet; thence N23°53'09"E for 293.03 feet; thence S67°46'32"E for 309.91 feet; thence S00°02'31"E for 159.48 feet; thence N89°58'30"E for 273.45 feet; thence S00°01'30"E for 277.61 feet to a point of curvature of a 25 foot radius curve, concave to the Northwest, with a central angle of 88°52'15"; thence south and southwesterly along the arc of said curve, for 38.78 feet to a point of tangency also being the Point of Beginning. Containing 239,126 sq.ft., more or less (5.489 acres more or less).