

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:

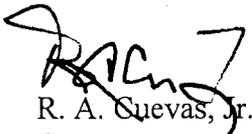
The County Mayor is authorized to execute County Deeds to effectuate the conveyance of sixty-five (65) lots to Habitat and enforce the deed restrictions specified in the County Deeds.

  
\_\_\_\_\_  
Director  
General Services Administration



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Dennis C. Moss      **DATE:** March 3, 2009  
and Members, Board of County Commissioners

**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

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

(\$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	<b>aye</b>		
Jose "Pepe" Diaz, Vice-Chairman	<b>aye</b>		
Bruno A. Barreiro	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Carlos A. Gimenez	<b>aye</b>	Sally A. Heyman	<b>aye</b>
Barbara J. Jordan	<b>aye</b>	Joe A. Martinez	<b>absent</b>
Dorrin D. Rolle	<b>aye</b>	Natacha Seijas	<b>aye</b>
Katy Sorenson	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>absent</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> 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

**Attachment A**

	<b>Address</b>	<b>Folio #</b>	<b>Dept. User</b>
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 <sup>st</sup> Court	30-3110-028-1110	GSA
6	Adj. East of 7400-20 NW 22 <sup>nd</sup> Avenue	30-3110-028-1830	GSA
7	Adj. East of 2296 NW 74 <sup>th</sup> Street	30-3110-028-2040	GSA
8	Adj. East of 2275 NW 73 <sup>rd</sup> 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 <sup>th</sup> 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 <sup>rd</sup> Street	30-3115-005-3740	GSA
18	1860 NW 63rd Street	30-3115-005-3750	GSA
19	Adj. East of 1835 NW 62 <sup>nd</sup> Terrace	30-3115-005-3920	GSA
20	1861 NW 62nd Terrace	30-3115-005-3950	GSA
21	Adj. East of 1823 NW 64 <sup>th</sup> Street	30-3115-005-4490	GSA
22	1823 NW 64th Street	30-3115-005-4500	GSA
23	Adj. East of 1835 NW 64 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Street	30-3115-005-5880	GSA
30	1844 NW 69th Street	30-3115-005-5910	GSA
31	Adj. East of 1840 NW 69 <sup>th</sup> Street	30-3115-005-5930	GSA
32	Adj. West of 1820 NW 69 <sup>th</sup> 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 <sup>th</sup> Street	30-3115-005-6470	GSA

	<b>Address</b>	<b>Folio #</b>	<b>Dept. User</b>
36	1827 NW 69th Terrace	30-3115-005-6660	GSA
37	1865 NW 69 <sup>th</sup> 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 <sup>th</sup> 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 <sup>rd</sup> 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 <sup>nd</sup> Street	30-3110-028-0680	GSA
50	Adj. North of 2231 NW 74 <sup>th</sup> 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 <sup>st</sup> Street	30-3122-020-0170	OCED
59	23xx NW 51 <sup>st</sup> Street	30-3122-020-0180	OCED
60	Adj. East of 2369 NW 50 <sup>th</sup> Street	30-3122-020-0200	OCED
61	23xx NW 51 <sup>st</sup> Street	30-3122-020-0210	OCED
62	23xx NW 51 <sup>st</sup> Street	30-3122-020-0220	OCED
63	Adj. West of 2200 NW 52 <sup>nd</sup> Street	30-3122-020-0240	OCED
64	Adj. West of 1811 NW 69 <sup>th</sup> Street	30-3115-005-6340	OCED
65	2380 NW 51st Street	30-3122-020-0120	OCED

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

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: \_\_\_\_\_  
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\_\_.

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		

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.

3. That the affordable housing developed on the property ~~>>shall be initially offered to a qualified former resident of the Scott-Carver homes, and~~<sup><<4</sup> 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 mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements,

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

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 revest 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\_\_.

**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