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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(1)

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

DATE: April 21, 2009

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

SUBJECT Resolution amending Resolution No. R-81-09 relating to submission of an amendment of the County's application for the disposition and rehabilitation of twenty-six public housing units located in the Opa-locka public housing development to HUD

Resolution No. R-440-09

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

MEMORANDUM

(Revised)

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

DATE: April 21, 2009

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

SUBJECT: Agenda Item No. 11(A)(1)

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 _____

Agenda Item No. 11(A)(1)
4-21-09

RESOLUTION NO. **R-440-09**

RESOLUTION AMENDING RESOLUTION NO. R-81-09 RELATING TO SUBMISSION OF AN AMENDMENT OF THE COUNTY'S APPLICATION FOR THE DISPOSITION AND REHABILITATION OF TWENTY-SIX PUBLIC HOUSING UNITS LOCATED IN THE OPA-LOCKA PUBLIC HOUSING DEVELOPMENT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND AUTHORIZING THE MAYOR, SUBJECT TO HUD'S FINAL APPROVAL OF THE AMENDMENT TO THE DISPOSITION APPLICATION, TO EXECUTE A COUNTY DEED FOR SAID PURPOSE

WHEREAS, this Board adopted Resolution No. R-81-09, which authorized the Mayor or Mayor's designee to submit an amendment to the County's application to the United States Department of Housing and Urban Development ("HUD") for the disposition of the Opa-locka Public Housing Development for the purpose of rehabilitating twenty-six (26) public housing units to create homeownership opportunities for eligible low income families; and

WHEREAS, if HUD approves the amendment to the disposition application, the County would be permitted to convey the property to Habitat for Humanity of Greater Miami, Inc. ("Habitat for Humanity") rather than having to select a developer through a competitive process; and

WHEREAS, the form County Deed which was attached as an exhibit to Resolution No. R-81-09 was not the correct deed; and

WHEREAS, this Board desires to amend Resolution No. R-81-09 to replace the form County Deed with the County Deed attached hereto,

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

Section 1. Amends Resolution No. R-81-09 to replace the form County Deed, with the County Deed, in substantially the form attached hereto as Exhibit A.

Section 2. Authorizes the Mayor, subject to HUD's final approval of the amendment to the disposition application, to execute said County Deed, in substantially the form attached hereto and made a part hereof.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

Instrument prepared under the direction of
Terrence Smith, Assistant County Attorney
111 N.W. 1 Street, 28th 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 mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon receiving proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the county. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and 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 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) **08-2122-003-0290 (2041 LINCOLN AVE)**
   MAGNOLIA SUB PB 40-80
   PARC 02-01-02 AKA LOT 23 BLK 4

2) **08-2122-003-0350 (2081 LINCOLN AVE)**
   MAGNOLIA SUB PB 40-80
   LOTS 31 TO 35 INC BLK 4

3) **08-2122-003-0420 (2126 LINCOLN AVE)**
   MAGNOLIA SUB PB 40-80
   PARC 02-02-01 AKA LOTS 7 THRU 10
   BLK 5

4) **08-2122-003-0430 (2136 LINCOLN AVE)**
   MAGNOLIA SUB PB 40-80
   LOTS 11 & 12 BLK 5

5) **08-2122-003-0460 (2113 WASHINGTON AVE)**
   MAGNOLIA SUB PB 40-80
   LOTS 17 & 18 BLK 5

6) **08-2122-003-0470 (2119 WASHINGTON AVE)**
   MAGNOLIA SUB PB 40-80
   PORT PARC 02-02-04 AKA LOT 19
   BLK 5

7) **08-2122-003-0480 (2125 WASHINGTON AVE)**
   MAGNOLIA SUB PB 40-80
   PORT PARC 02-02-04 AKA LOTS 20 &
   21 BLK 5

8) **08-2122-003-0790 (14911 DUVAL ST)**
   MAGNOLIA SUB PB 40-80
   LOTS 36 THRU 40 BLK 6

9) **08-2122-003-0940 (1901 WASHINGTON AVE)**
   MAGNOLIA SUB PB 40-80
   PARC 02-04-01 AKA LOTS 21 THRU
   24 BLK 7

10) **08-2122-003-0300 (2041 LINCOLN AVE)**
    MAGNOLIA SUB PB 40-80
    LOT 24 BLK

EXHIBIT "A" (Continue)

11) 08-2122-003-0340 (2071 LINCOLN AVE)
MAGNOLIA SUB PB 40-80
LOTS 29 & 30 BLK 4

12) 34-2115-005-1960 (2113 NW 151 St)
1ST ADD TO MAGNOLIA SUB PB 44-11
LOT 18 BLK 10

13) 34-2115-005-2130 (1991 NW 151 ST)
1ST ADD TO MAGNOLIA SUB PB 44-16
LOT 13 BLK 11

14) 34-2115-005-2210 (1931 NW 151 ST)
1ST ADD TO MAGNOLIA SUB PB 44-16
LOT 21 BLK 11

15) 34-2115-005-2220 (1921 NW 151 ST)
1ST ADD TO MAGNOLIA SUB PB 44-16
LOT 22 BLK 11

16) 34-2115-006-1350 (1855 NW 151 ST)
RAINBOW PARK PB 44-21
LOT 17 BLK 7

17) 34-2115-006-1390 (1821 NW 151 ST)
RAINBOW PARK PB 44-21
LOT 21 BLK 7
A/K/A PARCEL 02-09-04

18) 34-2115-006-1400 (1817 NW 151 ST)
RAINBOW PARK PB 44-21
LOT 22 BLK 7

19) 34-2115-006-1410 (1811 NW 151 ST)
RAINBOW PARK PB 44-21
LOT 23 BLK 7

20) 34-2115-006-1420 (1801 NW 151 ST)
RAINBOW PARK PB 44-21
LOT 24 BLK 7