OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(20)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: July 3, 2012

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

SUBJECT: Resolution authorizing the extension of a reverter on certain property owned by Habitat for Humanity in accordance with Florida Statute 125.38; and authorizing execution of documents necessary for such purpose

Resolution No. R-600-12

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: July 3, 2012

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

SUBJECT: Agenda Item No. 11(A)(20)

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 Manager'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. 11(A)(20)
7-3-12

RESOLUTION NO. R-600-12

RESOLUTION AUTHORIZING THE EXTENSION OF A REVERTER ON CERTAIN PROPERTY OWNED BY HABITAT FOR HUMANITY IN ACCORDANCE WITH FLORIDA STATUTE 125.38; AND AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY FOR SUCH PURPOSE

WHEREAS, on October 6, 1998, the Board passed Resolution No. R-1158-98, authorizing the conveyance of a 14.7 acre site (the "Property") to South Miami Heights Community Development Corporation ("SMHCDC") for the development of 45 single family affordable homes and a child care facility; and

WHEREAS, on January 5, 2001, a County Deed conveyed title to the Property (as described in the County Deed attached as Exhibit "A") to SMHCDC, which required such construction within five years of the conveyance; and

WHEREAS, despite three extensions of time granted by the Board, SMHCDC never completed the development of the Property in accordance with the restrictive covenant, and defaulted under its mortgage with its lender, Bankers Lender Services ("BLS"), resulting in a judgment of foreclosure; and

WHEREAS, pursuant to a settlement between the County and BLS (the "Agreement"), the Property was sold at a foreclosure sale, with the winning party taking title to the Property subject to the use restrictions and a three-year reverter (as described in the Agreement attached as Exhibit "B"); and

WHEREAS, Habitat for Humanity ("Habitat") obtained title at the foreclosure sale on August 12, 2009, with the winning bid of $1,200,000; and

WHEREAS, SMHCDC appealed the foreclosure judgment contesting the transfer of title to Habitat, which was ultimately concluded in favor of Habitat on May 7, 2012, vesting title to the Property in Habitat; and

WHEREAS, because Habitat has been unable to begin the development of the Property due to the pendency of the litigation regarding the ownership of the Property, Habitat has requested the extension of the reverter to provide it the three years originally contemplated by the County in the Agreement (as described in the letter from Habitat attached as Exhibit "C"); and

WHEREAS, Habitat agrees to the abide by the existing restrictions governing the use of the Property, including the construction of 45 affordable single family homes and a child day-care facility; and

WHEREAS, the Board finds that, pursuant to Section 125.38 of the Florida Statutes, that the Property is required for such use, and that the intended use would promote community interest and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board adopts the foregoing recitals, and:

Section 1. Approves the extension of the existing reverter on the Property for three years from the effective date of this Resolution, pursuant to Section 125.38 of the Florida Statutes, and authorizes the County Mayor or Mayor's designee to execute any documents deemed necessary by the County Attorney's Office to effectuate this extension.

Section 2. Pursuant to Resolution No. R-974-09, directs the County Mayor or Mayor's designee to record the documents authorized herein in the public records of Miami-Dade County and to provide a recorded copy of these documents to the Clerk of the Board within thirty (30) days of their execution, and further directs the Clerk of the Board to attach and permanently store a recorded copy of the documents together with this resolution.

Section 3. Directs the County Mayor or Mayor's designee to appoint staff to monitor compliance with the terms of the restrictive covenants and Agreement.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	**aye**		
Audrey M. Edmonson, Vice Chairwoman	**aye**		
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of July, 2012. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Jorge Martinez-Esteve

OFF REC 19518 PG. 1303

Instrument prepared by and return to:
Elva R. Marin
Miami-Dade County
General Services Administration
111 NW 1st St, Suite 2460
Miami, FL 33128

01R091982 2001 FEB 27 10:28

DOCSTPDEE 0.60 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

Folio No: 30-6912-013-0010
Grantees' Tax ID#:_____

COUNTY DEED

THIS DEED, made this 5th day of January, 2001, between **MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida,** whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, party of the first part, and **SOUTH MIAMI HEIGHTS COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation**, whose address is: 12195 Quail Roost Drive, Building #3, Miami, Florida, party of the second part,

WITNESSETH, that said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid by party of the second part, receipt whereof is hereby acknowledged, does hereby by grant, bargain and sell to party of the second part, its successors and assigns forever, the following described land, lying and being in Miami-Dade County, Florida, to wit:

LOTS 1-16 BLOCK 1, LOTS 1-16 BLOCK 2, LOTS 1-4 BLOCK 3, LOTS 1-9 BLOCK 4, TRACT B AND TRACT C, CARIBBEAN PALMS, AS RECORDED IN PLAT BOOK 156 AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

SUBJECT TO:

1. Taxes for the year 2000 and subsequent years.
2. Matters appearing on the plat.
3. Existing zoning ordinances and other governmental regulations. Covenants, conditions, easements and restrictions or record, if any, but this shall not operate to reimpose same.
4. Mortgages and notes provided to Miami-Dade County, rental regulatory agreements, covenants of restriction, covenants, conditions, easements and restrictions of record, if any, but this shall not operate to reimpose same.

EXHIBIT "A"

10.12

It is the express intention of the party of the second part, South Miami Heights Community Development Corporation, to construct affordable single family homes and a child day-care facility on the Property. If this land is not developed as affordable single family housing and a child day-care facility within five (5) years from the date of this conveyance, the Property shall automatically revert to the party of the first part, Miami-Dade County, its successors and assigns, and Miami-Dade County shall be entitled and have the right to immediate possession thereof.

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not warrant title thereto.

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, and attested by the Clerk or Deputy Clerk, the day and year aforesaid.

(OFFICIAL SEAL)

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Alexander Penelas, Mayor

The foregoing was authorized and approved by Resolution No. R-1158-98 of the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of October, 1998.

Approved to form and legal sufficiency _____

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 07-27571 CA 24

BANKERS LENDING SERVICES, INC.,

Plaintiff,

v.

SOUTH MIAMI HEIGHTS
DEVELOPMENT CORPORATION, et al.,

Defendants.
_____/

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among Plaintiff, Bankers Lending Services, Inc. ("BLS"), Defendant, Miami-Dade County, Florida ("Miami-Dade County") and Habitat for Humanity of Greater Miami, Inc. ("Habitat"). BLS, Miami-Dade County and Habitat shall be collectively referred to as the "Parties."

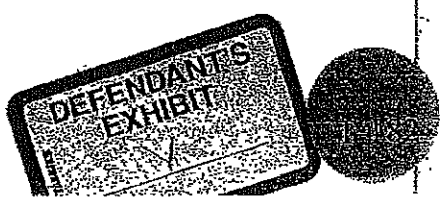
Recitals

WHEREAS, on January 5, 2001, Miami-Dade County transferred to South Miami Heights Community Development Corporation ("SMHCDC") certain real property by County Deed, as described therein, which was recorded on February 27, 2001, Official Records Book 19518, page 1303, of the public records of Miami-Dade County, Florida (the "Property"; and

WHEREAS, the County Deed provides, in pertinent part:

> if this land is not developed as affordable single family housing and a child daycare facility within five (5) years from the date of this conveyance, the Property shall automatically revert to [Miami-Dade County], and [Miami-Dade County] shall be entitled

EXHIBIT "B"



127

and have the right to immediate possession thereof. ("Reverter Provision"); and

WHEREAS, on January 1, 2005, SMHCDC borrowed Seven Hundred Fifty Thousand Dollars ($750,000.00) from BLS, which money was used to payoff existing lenders, liens and taxes, and for site preparation and improvements to be made to the Property, and which loan was secured by a mortgage on the Property, recorded on January 28, 2005, in Official Records Book 23037, page 1540, of the public records of Miami-Dade County, Florida; and

WHEREAS, Miami-Dade County executed and delivered several corrective County Deeds, each containing changes with respect to the Reverter Provision; and

WHEREAS, on August 28, 2007, BLS filed this action against SMHCDC for Breach of Promissory Note, to Foreclose a Mortgage, and for Breach of Construction Loan Agreement; and

WHEREAS, on December 19, 2007, BLS amended its Complaint to add Miami-Dade County as a defendant, as a result of the Reverter Provision; and

WHEREAS, on June 2, 2008, the Court entered a Final Judgment ("Judgment"), which scheduled a judicial foreclosure sale for July 18, 2008; and

WHEREAS, paragraph 2(b) of the Judgment provides:

> The Court reserves jurisdiction to hear and determine those issues raised, or which may hereafter be raised concerning the nature and extent of the interest of Miami-Dade County, Florida in the property being foreclosed herein, based upon the Reverter Provision contained in that certain County Deed dated January 5, 2001 and recorded February 27, 2001 in Official Records Book 19518 at page 1303 of the public records of Miami-Dade County, Florida as well as all subsequent corrective County Deeds provided on the property to [SMHCDC].; and

WHEREAS, on July 14, 2008, BLS filed an ex-parte motion to cancel the sale, and on July 17, 2008, the Court entered an order cancelling the judicial foreclosure sale; and

WHEREAS, on September 25, 2008, Miami-Dade County filed a Mc c.a to Vacate Judgment and a Motion to Set Aside, Strike or Release Liens of Mortgages and Pr: ; ussory Note; and

WHEREAS, prior to July 18, 2008, Miami-Dade County approved Resolution R-862-08 which agreed to extend the Reverter Provision for a period of three (3) years if L. t at assumed ownership and control of the Property and developed the Property with a child day care center and 45 affordable single family homes; and

WHEREAS, BLS filed a Memorandum in Opposition to the County's Motions; and

WHEREAS, in order to avoid the expense and risk of further litigation, Miami-Dade County, BLS, and Habitat have resolved their dispute, as follows:

NOW THEREFORE, in consideration of the mutual promises, consideration and obligations set forth in this Agreement, the Parties stipulate and agree as follows:

1. The foregoing Recitals are true and correct and are incorporated in this Agreement by reference.

2. Miami-Dade County shall not oppose BLS' Motion to Amend to Final Judgment, to include all amounts BLS claims are due and owing; provided, however, that the amount of the Amended Final Judgment shall not be considered in determining nor affect in any way, the total amount to be paid by Habitat of One Million Two Hundred Thousand Dollars ($1,200,000.00), plus applicable administrative fees and taxes imposed as a result of the judicial sale of the Property, if Habitat is the successful bidder at the judicial foreclosure sale.

3. The Parties shall jointly move the Court to reschedule the foreclosure sale for a time period between twenty (20) and thirty-five (35) days from the date of execution of this Settlement Agreement.

4. Habitat shall bid at the judicial foreclosure sale One Million Two Hundred Thousand Dollars ($1,200,000.00), which sum shall be in total satisfaction of the Amended Final Judgment, provided that the judicial sale is conducted in accordance with Florida law so as to enable Habitat to obtain an owner's title insurance policy insuring Habitat for the purchase price at the judicial sale. Habitat's bid of One Million Two Hundred Thousand Dollars ($1,200,000.00) at the judicial foreclosure sale shall serve to waive and release any claim by Habitat that the sale was not concluded in accordance with Florida law.

5. BLS may bid at the judicial foreclosure sale, but only up to and no more than One Million One Hundred Ninety-nine Thousand Nine Hundred Dollars ($1,199,900.00). BLS shall bid no higher amount under any circumstances whatsoever. Neither shall any entity, affiliate, subsidiary, assignee, employee, "strawman" or other entity or person(s) working on or for BLS' behalf or at BLS' behest, including any such entity or person(s) that has or have, as a member, officer, employee, assignee, affiliate or subsidiary of, associated with, acting as a "strawman" for, or in anyway benefitting from in any manner whatsoever, a relationship with BLS, its officers, employees, successors, representatives, fiduciaries, successors or assigns, bid any amount whatsoever for the Property at the judicial foreclosure sale. Any violation of this section shall render the judicial sale of the Property null and void, and BLS agrees to file jointly with Miami-Dade County a motion for the Court to enter an Agreed Final Judgment in favor of Miami-Dade County and against BLS determining that the Property has reverted to Miami-Dade County free and clear of all liens and encumbrances including the BLS mortgage and note referenced in the third WHEREAS clause hereinabove. Additionally, BLS and such related entity or person(s) shall forthwith convey any and all interest in the Property by quitclaim deed to Miami-Dade County.

6. If Habitat is the successful bidder at the judicial foreclosure sale, it shall take title in the same manner as any other third party bidder at a judicial foreclosure sale conducted in accordance with Chapter 45, Florida Statutes, *i.e.*, subject to all taxes, etc., and in accordance with Paragraph two (2) hereinabove.

7. If Habitat fails to bid at least One Million Two Hundred Thousand Dollars ($1,200,000.00) at the judicial foreclosure sale and make such payment as required; and if BLS becomes the owner of the property because of its bid up to One Million One Hundred Ninety-nine Thousand Nine Hundred Dollars ($1,199,900.00), then Miami-Dade County agrees to join with BLS in filing a motion with the Court to enter an Agreed Final Judgment in favor of BLS and against Miami-Dade County determining that the Reverter Provision, as amended, has been fully satisfied and is no longer effective, *i.e.*, that BLS takes title to the Property without the risk of reversion. Notwithstanding the foregoing termination of the Reverter Provision, BLS shall take title to the Property subject to the County's use restrictions running with the Land, *i.e.*, that the property be developed with a child day care facility and as affordable single family housing. If any entity or person other than Habitat is the successful bidder at the judicial foreclosure sale by bidding in excess of One Million Two Hundred Thousand Dollars ($1,200,000.00), then the proceeds of the foreclosure sale shall be distributed in accordance with the Amended Final Judgment and Florida law; provided, however, any such successful third party bidder shall take the Property subject to Miami-Dade County's reversionary interest and the use restrictions of the County Deeds, all of which shall survive such judicial foreclosure sale. Provided further, that in the event of a successful third bidder, BLS shall forthwith withdraw any and all objections to the reversion of the Property to Miami-Dade County.

8. Upon Habitat becoming the owner of the Property as a result of its successful bid for the Property at the judicial foreclosure sale, Miami-Dade County, in accordance with Resolution R.862-08, shall deliver and Habitat shall accept a County Deed conveying the Property to Habitat subject to the restriction that the Property be developed with 45 affordable single family homes and a child day care center, together with a three (3) year automatic reverter, which will begin with the recordation of the County Deed, in favor of Miami-Dade County should Habitat fail to comply with the restrictions.

9. The Parties shall bear their own attorneys' fees and court costs in this action.

10. This Agreement shall not be amended or modified except in writing, signed by each of the Parties affected by such amendment or modification.

11. This Agreement, and any issues relating to it or its subject matter, shall be construed in accordance with and governed by the substantive laws of the State of Florida, without regard to the conflict of laws, principals of Florida and any claim related to the Agreement shall be brought only in the Circuit or County Court, as appropriate, in Miami-Dade County, Florida.

12. The Parties agree to execute any and all additional documentation reasonably necessary to complete, effectuate and document this Agreement.

13. The drafting and negotiations of this Agreement have been participated in by each of the Parties for all purposes and this Agreement shall be deemed to have been jointly drafted by each of the Parties. All Parties have consulted with and have had this Agreement reviewed by separate and independent counsel prior to the execution hereof.

14. This Agreement and all obligations and undertakings herein shall be binding upon, and shall inure to the benefit of the Parties, their predecessors, administrators, successors, assigns, and/or anyone claiming by, through or under any of them.

15. This Agreement may be executed in counterparts, each of which : : all be deemed to be an original. Such counterparts, when taken together, shall constitute but one : greement.

16. The Court retains jurisdiction to enforce the provisions of l.is Settlement Agreement, and any issues that may arise as a result thereof.

DATED this 20th day of February, 2009.

Bankers Lending Services, Inc.

By: _____
Gustavo Macias, President

Miami-Dade County

By: _____
Thomas Goldstein
Assistant County Attorney

Habitat For Humanity of Greater Miami, Inc.

By: _____
Anne E. Manning, Executive Director

Habitat for Humanity®
of Greater Miami

building houses in partnership with God's people in need

May 15, 2012

Mr. Lester Sola
Director, Internal Services Department
111 NW 1st Street, Suite 2410
Miami, Fl 33130

Re: Caribbean Palms Request for Extension of Reverter

Dear Lester:

In February, 2009, Habitat for Humanity entered into a settlement agreement with Miami Dade County (07-27571-ca 24) on the parcel referred to as Caribbean Palms. Under said agreement, Habitat agreed to build 45 affordable single family homes as well as a daycare facility on the parcel. The agreement provided Habitat with a three year time period to provide the agreed upon units, as well as the daycare facility.

Unfortunately, immediately following the execution of said agreement, the validity of the transaction was challenged in the courts. Given this litigation, under advice of counsel, Habitat delayed any construction activity on Caribbean Palms as the loss of the monetary investment would have been catastrophic to the affiliate. As such, to date no activity has taken place towards the construction of the units.

Recently, the 3rd District Court of Appeals upheld a lower court's decision which gave no validity to the challenge of Habitat's purchase of the land. As such, Habitat is now ready to commence construction of this project. With the approval of the Habitat for Humanity of Greater Miami's Board of Directors, we are hereby requesting an extension of time for completion of this project for a period of three years from the approval of this request. This time extension would provide us with the same amount of time we would have been entitled to had no delays occurred. Habitat remains committed to the terms of the settlement agreement, that is, the completion of a minimum of 45 affordable units as well as the construction of a daycare facility on the premises.

Habitat respectfully requests the assistance of the County Attorney's Office in preparing legislative documentation for approval by the Board of County Commissioners granting us said time extension.

Habitat for Humanity of Greater Miami, Inc.
3800 NW 22nd Avenue • Miami, Florida 33142 • Tel: 305.634.3628 • Fax: 305.638.4917 • www.miamihabitat.org

EXHIBIT "C"

I remain available to provide you any information you may require to make this happen and thank you in advance for your assistance in this matter.

Sincerely,

Mario J Artecona
CEO

Cc: Jorge Martinez-Esteve, Assistant County Attorney

CFN 2013R0305095
OR Bk 28588 Pgs 3374 - 3375; (2pgs)
RECORDED 04/18/2013 10:48:26
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared under the direction of
Jorge Martinez-Esteve, Assistant County Attorney
111 N.W. lst Street, 28th floor
Miami, Florida 33128-1907

Grantees' Tax ID# 65-0108974

FOLIO NOS:

30-6192-045-0020	30-6192-045-0170	30-6192-045-0330
30-6192-045-0030	30-6192-045-0180	30-6192-045-0340
30-6192-045-0040	30-6192-045-0190	30-6192-045-0350
30-6192-045-0050	30-6192-045-0200	30-6192-045-0360
30-6192-045-0060	30-6192-045-0210	30-6192-045-0370
30-6192-045-0070	30-6192-045-0220	30-6192-045-0380
30-6192-045-0080	30-6192-045-0230	30-6192-045-0390
30-6192-045-0090	30-6192-045-0240	30-6192-045-0400
30-6192-045-0100	30-6192-045-0250	30-6192-045-0410
30-6192-045-0110	30-6192-045-0260	30-6192-045-0420
30-6192-045-0120	30-6192-045-0270	30-6192-045-0430
30-6192-045-0130	30-6192-045-0280	30-6192-045-0440
30-6192-045-0140	30-6192-045-0290	30-6192-045-0450
30-6192-045-0150	30-6192-045-0300	30-6192-045-0460
30-6192-045-0160	30-6192-045-0310	30-6192-045-0470
		30-6192-045-0480

COUNTY DEED

THIS DEED, made this 18th day of April, 2013, between **MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida,** whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Suite 17-202, Miami, Florida, 33128-1963, party of the first part, and **HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a not-for-profit corporation,** party of the second part, whose address is: 3800 NW 22 Avenue, Miami, Florida 33142.

WITNESSETH, that said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid by party of the second part, receipt whereof is hereby acknowledged, does hereby grant, bargain and sell to party of the second part, its successors and assigns forever, the following described land, lying and being in Miami-Dade County, Florida, to wit:

LOTS 1-16, BLOCK 1, LOTS 1-16 BLOCK 2, LOTS 1-4 BLOCK 3, LOTS 1-9 BLOCK 4, TRACT B AND TRACT C, CARIBBEAN PALMS, AS RECORDED IN PLAT BOOK 156 AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

SUBJECT TO:

1. Taxes for the year 2012 and subsequent years.
2. Matters appearing on the plat.
3. Existing zoning ordinances and other governmental regulations. Covenants, conditions, easements and restrictions of record, if any, but this shall not operate to reimpose same.
4. Mortgages and notes provided to Miami-Dade County, rental regulatory Agreements, covenants of restriction, covenants, conditions, easements and restrictions of record, if any, but this shall not operate to reimpose same.

It is the express intention of Habitat for Humanity of Greater Miami, Inc., to construct 45 affordable single family homes and a child day-care facility on the Property, and to abide by the terms of Resolution R-600-12 of the Miami-Dade County Board of County Commissioners, which extended the previous reverter as of July 13, 2012. If this Property is not developed as 45 affordable single family houses and a child day-care facility on or before July 13, 2015, the Property shall automatically revert to Miami-Dade County, its successors and assigns, and Miami-Dade County shall be entitled and have the right to immediate possession thereof.

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not warrant title thereto.

OFFICIAL SEAL

ATTEST:
HARVEY RUVIN, CLERK

BY: _____
Deputy Clerk

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

BY: _____
Mayor

The foregoing was authorized and approved by Resolution No. R-600-12 of the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of July, 2012.

Approved to form and legal sufficiency

Jorge Martinez-Esteve

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on 1-18 day of April A.D. 20 13
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By _____ D.C.