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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(24)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 4, 2013

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

SUBJECT: Resolution approving assignment from Carlisle Development Group, LLC or its subsidiaries to Atlantic | Pacific Community Housing Development, LLC
Resolution No. R-716-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

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SUBJECT: Agenda Item No. 11(A)(24)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(24)
9-4-13

RESOLUTION NO. R-716-13

RESOLUTION APPROVING ASSIGNMENT FROM CARLISLE DEVELOPMENT GROUP, LLC OR ITS SUBSIDIARIES TO ATLANTIC | PACIFIC COMMUNITY HOUSING DEVELOPMENT, LLC, OF CERTAIN GROUND LEASES, MASTER DEVELOPMENT AGREEMENTS, CONTRACTS AND FUNDING COMMITMENTS AND AWARDS GRANTED BY MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH ASSIGNMENTS, SUBJECT TO APPROVAL BY UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, THE FEDERAL TRANSIT ADMINISTRATION, AND ANY OTHER APPLICABLE GOVERNMENTAL AGENCIES; AND DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO COMPLY WITH THE REQUIREMENTS OF RESOLUTION NO. R-630-13 AND OTHER DUE DILIGENCE REQUIREMENTS

WHEREAS, the County has awarded Carlisle Development Group, LLC and certain affiliates thereof ("collectively Carlisle") the opportunity to develop affordable housing units and has entered or will enter into certain master development agreements, contracts, ground leases and/or funding commitments and financing documents with respect to the following affordable housing and public housing projects: (i) Seventh Avenue Transit Village, (ii) Northside Transit Village, (iii) Island Living and (iv) Lincoln Gardens (FL5-19)(collectively, the "Affordable Housing Contracts and Opportunities"); and

WHEREAS, since the award("Atlantic | Pacific") of the Affordable Housing Contracts and Opportunities, Atlantic | Pacific Companies has agreed to acquire the affordable housing division of Carlisle; and

WHEREAS, Atlantic | Pacific is a fourth generation real estate company, with more than 650 employees, over 23,000 units under management and a footprint that includes Florida, California, Texas, Georgia and the Carolinas; and

WHEREAS, since the mid 1970's, Atlantic | Pacific has purchased, developed, leased and managed residential and commercial properties throughout the United States; and

WHEREAS, Carlisle has entered into an Asset Purchase Agreement with Atlantic | Pacific Community Housing Development, LLC ("Affiliate"), by which Carlisle desires to assign to Affiliate the Affordable Housing Contracts and Opportunities; and

WHEREAS, notwithstanding Carlisle's intent to assign the Affordable Housing Contracts and Opportunities to the Affiliate, Carlisle or its affiliates intends to retain those certain affordable housing projects, which are subject to ground leases, agreements, contracts and/or funding commitments by the County, as more fully described in Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, the Board finds that it would be in the best interest of Miami-Dade County and its residents to consent to Carlisle or its affiliates' assignment of their interests in the Affordable Housing Contracts and Opportunities to the Affiliate,

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. Subject to (1) Carlisle obtaining all approvals from all non-governmental and governmental entities for whom such consents are required; (2) the County seeking approval from United States Department of Housing and Urban Development, the Federal Transit Administration, and any other applicable governmental agencies ("Agencies"), where applicable; and (3) the County Mayor or the County Mayor's designee compliance with Section 3 of this resolution, the Board authorizes the County Mayor or the County Mayor's designee to execute, on behalf of Miami-Dade County, for each of the Affordable Housing Contracts and Opportunities, a "Consent by the County" of the "Assignment and Acceptance Agreement" ("Consent") if required, between Carlisle or Carlisle's assignees and the Affiliate, in substantially the form attached hereto as Exhibit B and incorporated by reference.

Section 3. In the interest of protecting the County and the integrity of the process, and to safeguard the public trust, the Board directs the County Mayor or the County Mayor's designee to perform a due diligence search of Atlantic | Pacific and the Affiliate in compliance with the requirements set forth in Resolution No. R-630-13 and all other applicable requirements to determine that Atlantic | Pacific and the Affiliate meet the essential requirements to accept and assume the liabilities of the Affordable Housing Contracts and Opportunities from Carlisle or Carlisle's assignees, prior to executing the Consent and seeking approval from the Agencies.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Juan C. Zapata** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2013. 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.

Terrence A. Smith

EXHIBIT A

CARLISLE DEVELOPMENT

	Development Name	Owner	Project Address	# of Units
1	JUBILEE COURTYARDS	Jubilee Courtyards Associates, Ltd.	119 Redland Road Florida City, FL 33034 Miami-Dade County	98
2	WESTVIEW GARDEN	Westview Garden Partners, Ltd.	2351 NW 119th Street Miami, FL 33167 Miami-Dade County	160
3	DOUGLAS POINTE	Douglas Pointe Associates, Ltd.	3840 NW 183rd Street Miami, FL 33055 Miami-Dade County	176
4	CAMERON CREEK	Cameron Creek, Ltd.	1720 NW 3rd Terrace Florida City, FL 33034 Miami-Dade County	148
5	SANTA CLARA *On the Santa Clara Metrorail Station*	Santa Clara Apartments, Ltd.	2000 NW 12th Avenue Miami, FL 33142 Miami-Dade County 01-0100-000-0022	208
6	ALLAPATTAH GARDENS *On the Allapattah Metrorail Station*	Allapattah Gardens, Ltd.	3400 NW 11th Place Miami, FL 33127 Miami-Dade County	128
7	SANTA CLARA II *On the Santa Clara Metrorail Station*	Santa Clara Apartments II, Ltd.	1250 NW 21st Street Miami, FL 33142 Miami-Dade County	204
8	ROYALTON *(Historic Rehabilitation)*	Royalton Apartments, Ltd	131 SE 1st Street Miami, FL 33130 Miami-Dade County	100
9	AMBER GARDEN	Amber Garden, LLC	1320 NW 24th Street Miami, FL 33142 Miami-Dade County	110
10	VILLA PATRICIA I	BHG - 79th St., LLC	234-42 NE 79th Street Miami, FL 33138 Miami-Dade County	125
11	VILLA PATRICIA II	Villa Patricia Phase II, LLC	7831 NE 2nd Avenue Miami, FL 33138 Miami-Dade County	125
12	VILLA PATRICIA III	Villa Patricia Phase III, LLC	7831 NE 2nd Avenue Miami, FL 33138 Miami-Dade County	89
13	POINCIANA GROVE	Poinciana Grove, Ltd.	5601 NW 2nd Avenue Miami, FL 33127 Miami-Dade County	80
14	VILLAGE ALLAPATTAH II	Village Allapattah Phase II, LLC	2370 NW 17th Avenue Miami, FL 33142 Miami-Dade County	90
15	VILLAGE ALLAPATTAH I *Mixed Use Development*	Village Allapattah Phase I, LLC	2370 NW 17th Avenue Miami, FL 33142 Miami-Dade County	110
16	VILLAGE CARVER I	Village Carver Phase I, LLC	401 NW 71st Street Miami, FL 33150 Miami-Dade County	112
17	LABRE PLACE	350 NW LLC	350 NW 4th Street Miami, FL 33128 Miam-Dade County	90
18	VILLAGE CARVER II	Village Carver Phase II, LLC	485 NW 71st Street Miami, FL 33150 Miami-Dade County	100
19	EVERETT STEWART SR. VILLAGE On the Brownsville Metrorail Station	Carlisle Group IV, Ltd.	5255 NW 29th Avenue Miami, FL 33142 Miami-Dade County	96
20	BROWNSVILLE TRANSIT VILLAGE II On the Brownsville Metrorail Station	Brownsville Village II, Ltd.	5225 NW 29th Avenue Miami, FL 33142 Miami-Dade County	100
21	THE BEACON (fka Metro)	Ark Development/Overtown I, LLC	1000 NW 1st AVENUE Miami, FL 33136 Miami-Dade County	90
22	BROWNSVILLE TRANSIT VILLAGE III On the Brownsville Metrorail Station	Brownsville Village III, Ltd.	5275 NW 29th Avenue Miami, FL 33142 Miami-Dade County	103
23	BROWNSVILLE TRANSIT VILLAGE IV On the Brownsville Metrorail Station	Brownsville Village IV, Ltd.	5185 NW 29th Avenue Miami, FL 33142 Miami-Dade County	102
24	THE ANCHORAGE Scott-Carver Expanded HOPE VI area *Under Construction.*	Carlisle Group III Ltd.	2320 NW 62nd Street Miami, FL 33147 Miami-Dade County	22
25	WASHINGTON SQUARE Joint venture with Miami-Dade Public Housing Agency. *In Underwriting.*	Green Turnkey Plaza, Ltd.	1146 & 1500 NW 7 Court Miami, FL Miami-Dade County	89
	RESULTS		TOTAL UNITS MIAMI-DADE COUNTY	2855

EXHIBIT B

ASSIGNMENT AND ACCEPTANCE AGREEMENT

This Assignment is made as of this _____ day of _____, 20_____ by and between _____, a Florida _____ ("Assignor"), and Atlantic | Pacific Community Housing Development, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

A. By _____ dated _____ ("Lease") Assignor, as Tenant, leased certain real property from Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), subject to the covenants, conditions, and agreements contained in the Lease.

The leased properties are described as:

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION]

B. By _____ dated _____ Assignor has also entered into agreements, contracts and funding commitments with Landlord

C. Assignor desires to assign and transfer to Assignee all of Assignor's right, title, obligation, and interest in and to the Lease and all other agreements, contracts and or funding commitments with Landlord, and Assignee desires to acquire and assume all such right, title, obligation and interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of the right, title, obligation and interest of Assignor in and to the Lease and all other agreements, contracts and funding commitments with the Landlord, to have and to hold the same from and after the date hereof for the remainder of the term of the Lease and all other agreements, contracts and or funding commitments between Assignor and the Landlord.

2. Assignee hereby accepts said assignment and assumes all liabilities, known and unknown, accrued or which shall accrue, of Assignor to Landlord and the full and faithful observance and performance of each and every term, covenant, and condition of the Lease and all other agreements, contracts and or funding commitments on the part of the Assignor thereunder to be observed and performed.

3. The assignment, transfer, acceptance, and covenants contained herein shall bind and inure to the benefit of Landlord, Assignor, and Assignee and their respective successors and assigns.

4. Assignor and Assignee represent and warrant to each other and for the benefit of Landlord that each has full and lawful authority to enter into and be bound by this Assignment and to perform all obligations required to be performed by each under this Assignment and the Lease, and all other agreements, contracts and or funding commitments.

5. This Assignment may not be changed, modified, discharged, or terminated orally or in any other manner than by an agreement in writing executed by the parties hereto or their respective successors and assigns.

6. This Assignment shall not be valid unless all consents have been obtained from all governmental and non-governmental entities.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the date first above written.

Witnesses:

ASSIGNOR:

_____

[INSERT NAME]

_____

By:_____
Matthew Greer, Manager

ASSIGNEE:

Atlantic | Pacific Community Housing Development, LLC

_____

By: [INSERT NAME]

_____

By:_____

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34756-0357

CONSENT BY THE COUNTY

The undersigned Landlord under those certain lease, agreements, contracts and funding commitments dated _____ with, _____ as tenant ("Tenant"), hereby consents to the entering into of the foregoing Assignment and Acceptance Agreement ("Assignment") between Tenant, as assignor, and Atlantic | Pacific Community Housing Development, LLC., a Florida limited liability company, as assignee, upon the express understandings and conditions that:\

1. Landlord neither approves nor disapproves the terms and agreements contained in the Assignment and assumes no liability therefor;

2. Nothing contained in the Assignment shall be taken or construed to in any way modify, alter, waive, or affect any of the terms, covenants, or conditions contained in the Lease, agreement, contracts or other funding commitments; and

3. There shall be no further assignment of the Lease, except in accordance with the terms and conditions of the Lease, agreements, contracts or funding commitment.

DATED as of this _____ day of _____, 20__.

LANDLORD:

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

By:_____

Name:_____

Title:_____

Attest:

By:_____

Name:_____

Title: Clerk of the Board of County Commissioners

Approved as to form and legal sufficiency:

By:_____

Name:_____

Title: Assistant County Attorney

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34756-0357