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

MEMORANDUM

Agenda Item No. 11(A)(4)

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

DATE: January 22, 2014

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

SUBJECT: Resolution amending Resolution No. R-81-09 relating to Miami-Dade County's application for the disposition and rehabilitation of the Opa-locka Biscayne Plaza Public Housing Development

Resolution No. R-64-14

This item was amended at the Health and Social Services Committee on 12-9-13 to clarify that execution of the ground lease(s) is subject to approval by the Board of County Commissioners and the United States Department of Housing and Urban Development. The resolution was further amended to reflect that the use of Veterans Affairs Supportive Housing vouchers or other federal subsidy is subject to approval by the United States Department of Housing and Urban Development.

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/cp

MEMORANDUM

(Revised)

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

DATE: January 22, 2014

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

SUBJECT: Agenda Item No. 11(A)(4)

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)(4)
1-22-14

RESOLUTION NO. R-64-14

RESOLUTION AMENDING RESOLUTION NO. R-81-09 RELATING TO MIAMI-DADE COUNTY'S APPLICATION FOR THE DISPOSITION AND REHABILITATION OF THE OPA-LOCKA BISCAYNE PLAZA PUBLIC HOUSING DEVELOPMENT (FL005074); AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO SUBMIT AN AMENDMENT TO SAID APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND MIAMI-DADE COUNTY HOUSING FINANCE AUTHORITY TO NEGOTIATE A GROUND LEASE(S) WITH DEVELOPER(S) COMPETITIVELY SELECTED BY MIAMI-DADE HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF DEVELOPING CERTAIN PROPERTIES IN THE CITY OF OPA-LOCKA FOR VETERANS OR OTHER SPECIAL NEEDS PERSONS, SUBJECT TO UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S AND THE BOARD'S FINAL APPROVAL WHERE APPLICABLE; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO UTILIZE VETERANS AFFAIRS SUPPORTIVE HOUSING VOUCHERS OR ANY OTHER SUBSIDY TO ASSIST QUALIFIED APPLICANTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTION CONTRACTS, AGREEMENTS, RELEASES, AND ANY OTHER DOCUMENTS THAT MAY BE REQUIRED BY UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, this Board adopted Resolution No. R-81-09, which authorized the County Mayor or County Mayor's designee to submit an amendment to the Miami-Dade County's ("the County") application to the United States Department of Housing and Urban Development ("Housing and Urban Development") for the disposition of the Opa-locka Biscayne Plaza Public Housing Development ("the Opa-locka Site"), which comprised twenty-six (26) parcels of land ("the Properties"), in order to facilitate in the rehabilitation of the Opa-locka Site to create homeownership opportunities for eligible low income families; and

WHEREAS, Resolution No. R-81-09 further authorized the County Mayor or the County's Mayor's designee to amend and seek approval of the County's application from Housing and Urban Development to convey the Properties to Habitat for Humanity of Greater Miami, Inc. ("Habitat for Humanity") without a competitive process; and

WHEREAS, on October 20, 2009 and January 14, 2010, Housing and Urban Development approved the County's amended application and documents related to said application, respectively; and

WHEREAS, on February 11, 2010, the County executed a County Deed, a copy of which is attached as Exhibit A and incorporated herein by reference, conveying the Properties to Habitat for Humanity; and

WHEREAS, Habitat for Humanity successfully constructed and sold ten (10) homes to qualified homebuyers; and

WHEREAS, in a letter dated May 30, 2013, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, Habitat for Humanity advised the District 1 Commissioner that they were unable to develop the remainder of the Properties and wish to return them to the County; and

WHEREAS, in light of Habitat for Humanity's inability to develop the remainder of Properties, the County exercised its reversionary right contained in the County Deed and on September 30, 2013, recorded in the public records of Miami-Dade County, a Corrective Notice of Automatic Reverter, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("First Reverted Properties"); and

WHEREAS, on April 20, 2010, the County also executed a County Deed, a copy of which is attached hereto as Exhibit D and incorporated herein by reference, conveying seven (7)

properties ("Second Reverted Properties") to Habitat for Humanity through the Infill Housing Initiative Program; and

WHEREAS, Habitat for Humanity was unable to build on Second Reverted Properties and has expressed a desire to return the properties to the County; and

WHEREAS, on September 30, 2013, the County recorded a Notice of Automatic Reverter, a copy of which is attached hereto as Exhibit E, and took possession of the Second Reverted Properties; and

WHEREAS, notwithstanding Habitat for Humanity's inability to develop the First Reverted Properties and Second Reverted Properties, the Board finds that the development of the these properties is necessary and critical to creating a viable and sustainable community within the City of Opa-locka; and

WHEREAS, the District 1 Commissioner has met with representatives of Housing and Urban Development, Miami-Dade Public Housing and Community Development ("the Department"), Miami-Dade Housing Finance Authority ("the Authority") and the City of Opa-locka to develop a plan for the development of the First Reverted Properties and Second Reverted Properties; and

WHEREAS, subject to Housing and Urban Development's approval, the Department and the Authority wish to collaborate to develop the First Reverted Properties as supportive housing for veterans and other special needs persons; and

WHEREAS, the Department and the Authority also wish to collaborate to develop the Second Reverted Properties for the same purposes described in preceding whereas clause; and

WHEREAS, the Authority proposes soliciting a developer(s) to develop the First Reverted Properties and Second Reverted Properties ("the Plan"). A copy of the Authority's proposal is attached hereto as Exhibit F and incorporated herein by reference; and

WHEREAS, the Department proposes utilizing Veterans Affairs Supportive Housing vouchers >>or other federal subsidy<<[1] to subsidize the housing of qualified veterans desiring to reside in the newly developed project; and

WHEREAS, the Board finds that the implementation of the Plan would be in the best interest of the residents of Miami-Dade County,

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. The Board amends Resolution No. R-81-09 to authorize the County Mayor or the County Mayor's designee to submit an amendment to the County's disposition application to Housing and Urban Development to permit the County and the Authority to negotiate and execute a ground lease(s) with developer(s) competitively selected by the Authority for the development of the First Reverted Properties as supportive housing for veterans and other special need persons.

Section 3. The Board further authorizes the County Mayor or the County Mayor's designee and the Authority to negotiate [[~~and execute~~]] a ground lease(s) with developer(s) competitively selected by the Authority for the development of the Second Reverted Properties

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

as supportive housing for veterans and other special need persons>>, subject to Housing and Urban Development's and the Board's approval<<.

Section 4. >>Subject to Housing and Urban Development's approval, the<< [[~~The~~]] Board authorizes the County Mayor or the County Mayor's designee to utilize Veterans Affairs Supportive Housing vouchers >>or other federal subsidy<< to assist qualified veterans, who desire to live in the newly developed project.

Section 5. The Board approves amendments to annual contributions contracts, if required, and authorizes the County Mayor or County Mayor's designee to execute any agreements, releases from declarations, and any other documents on behalf of the County that may be required by Housing and Urban Development; and further authorizes the County Mayor or the County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses.

Section 6. The County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the public record all ground leases, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within thirty (30) days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2014. 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

EXHIBIT B

RECEIVED FEB 12 2010

CFN 2010R0165388
OR Bk 27211 Pgs 1056 - 1062; (7pgs)
RECORDED 03/11/2010 14:36:32
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

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 11th day of February 2010 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 **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.,** party of the second part, whose address is whose address is 3800 NW 22nd Ave., Miami, Florida 33142 :

:

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 into twenty-six (26) units of 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. In the event Party of the Second Part fails to develop the Property in accordance with the Infill Housing Initiative Guidelines, title to all or remaining portion of the Property 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 as stated in Paragraph 1 into twenty-six (26) units of affordable housing within two (2) 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 two (2) year from the date of this deed, title to the Property or that portion of the Property not yet conveyed hereto 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, abate this reverter condition for a period not to exceed one hundred and eighty (180) days 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 abeyance of the reverter 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 abeyance is recorded and a certificate of occupancy is not issued within two (2) 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 within one hundred and eighty (180) days from the date the Certificate of Occupancy is issued 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. That no assignment of the interest in the Property shall be made by the Party of the Second Part without the written consent of the Party of the First Part and the United States Department of Housing and Urban Development.

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 cease to exist *de facto* and *de jure* 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

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized and approved by Resolution Nos. R-81-09 and R-440-09 of the Board of County Commissioners of Miami-Dade County, Florida, on the 22nd day of January, 2009 and the 21st of April 2009, respectively.

C:\WP\MGCA10.DOC

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 4

EXHIBIT "A" (Continued)

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

EXHIBIT B

Habitat for Humanity® of Greater Miami

May 30, 2013

Hon. Barbara Jordan
Commissioner, Miami Dade County
2780 NW 167 Street
Miami Gardens, FL 33054

Dear Commissioner Jordan:

As you know, Habitat for Humanity of Greater Miami received parcels of land in the Magnolia North section of Opa-Locka through the County's infill program. As per the resolution conveying these lots, Habitat was to build single family homes using the Habitat model. When my predecessor Anne Manning accepted these lots, it was our intention to build and sell these homes in the timeframe allotted by the resolution.

Now, a few years later, Habitat finds itself in the position of not being able to complete this project. The reasons are varied, including cost and lack of resources. More importantly, however, is that despite several efforts, we have not had any interest in these lots by prospective homebuyers. Habitat only builds homes on sites that have been selected by families after completing a substantial part of their sweat equity requirements. When presenting these lots to families in the Habitat system, they have shown a preference for other parts of Miami-Dade.

The combination of factors pertaining to these lots has led our Board of Directors to instruct me to take the necessary steps to return these parcels to Miami Dade County. As such, I will be contacting Alan Eason of the infill housing program to begin this process. Some of these parcels are involved in "land swap" requests from entities such as the Opa-Locka CDC in order to secure land for uses such as parking or park-space as part of their master plan for Magnolia North. I believe that upon returning these lands to the County, this process will be dramatically simplified and will make re-development of the area a lot easier. For what it's worth, it is our opinion that multi-family construction would be far more compatible for the area and we would encourage that course of action moving forward.

Commissioner Jordan, I am not proud of this return of land. Habitat takes it commitments very seriously, as evident in the successful completion of nearly 164 Liberty City homes in the last three years. Making this decision has been a difficult one and I personally apologize if we are letting you and the residents of Opa-Locka down. It is our desire to maintain our great relationship with your office and Miami Dade County and to continuing to serve the people of this community. Unfortunately, in the case of this particular endeavor, the obstacles are far too onerous for us to succeed. I hope you will understand.

3800 NW 22nd Avenue Miami, FL 33142. | Tel: 305.634.3628 | Fax: 305.638.4917 | www.miamihabitat.org

Thank you again for your continued support of Habitat for Humanity and for your friendship over so many years.

Sincerely,

Mario L. Artecona
Chief Executive Officer

cc: Alan Eson, Infill Program Coordinator

Habitat for Humanity of Greater Miami, Inc.

Opa-Locka Infill Properties

Folio Number	Owner	Address
821220030350	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2081 LINCOLN AVE
821220030420	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2126 LINCOLN AVE
821220030430	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2136 LINCOLN AVE
821220030460	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2113 WASHINGTON AVE
821220030470	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2119 WASHINGTON AVE
821220030480	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2125 WASHINGTON AVE
821220030790	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	14911 DUVAL ST
821220030940	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1901 WASHINGTON AVE
821220030300	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2043 LINCOLN AVE
821220030340	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2071 LINCOLN AVE
821220031310	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2060 Washington AVE
821220031390	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2010 Washington AVE
821220031490	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2061 ALI BABA AVE
821220031500	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2071 Ali Baba AVE
821220031510	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2073 Ali Baba AVE
821220031520	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2081 Ali Baba AVE
821220031530	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2083 Ali Baba AVE

EXHIBIT C

Instrument prepared by and returned to:
Terrence Smith, Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

This Corrective Notice of Automatic Reverter shall replace and supersede the Notice of Automatic Reverter previously recorded on July 12, 2013 in Official Record Book 28721, Pages 4336 - 4339 of the public records of Miami-Dade County, Florida. This Corrective Notice of Reverter is to replace Exhibit A of said notice, which inadvertently included properties that have not automatically reverted to Miami-Dade County since Habitat for Humanity of Greater Miami, Inc. has fully complied with the terms of the County Deed with respect to these properties.

CORRECTIVE NOTICE OF AUTOMATIC REVERTER

TO: Habitat for Humanity of Greater Miami, Inc.
3800 NW 22nd Ave
Miami, Florida 33142
Attention: Mario Artecona, Director

You are hereby notified that on February 11, 2012, title to the property conveyed by Miami-Dade County to Habitat for Humanity of Greater Miami, Inc. by County Deed dated February 11, 2010 and recorded on March 11, 2010, in the Official Records Book 27211, Page 1056, CFN 2010R0165388 of the Public Records of Miami-Dade County, Florida, automatically reverted to Miami-Dade County pursuant to the terms and conditions of said County Deed.

PLEASE BE GOVERNED ACCORDINGLY.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Russell Benford
Deputy Mayor

Approved for legal sufficiency

Terrence A. Smith
Assistant County Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25 day of September, 2013, by Russell Benford, as Deputy Mayor of MIAMI-DADE COUNTY, who is (X) personally known to me or ( ) has produced _____, as identification.

Notary Public
State of Florida at Large
My Commission Expires:

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 4

EXHIBIT "A" (Continued)

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

EXHIBIT D

CFN 2010R0265554
OR Bk 27257 Pgs 1619 - 1622; (4pgs)
RECORDED 04/21/2010 12:13:50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared under the direction of
Terrence Smith, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No: 08-2122-003-1310; 08-2122-003-1390
08-2122-003-1490; 08-2122-003-1500;
08-2122-003-1510; 08-2122-003-1520;
08-2122-003-1530

COUNTY DEED

THIS DEED, made this 20 day of April, 2010 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 **HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a not-for-profit corporation**, party of the second part, whose address is 3800 NW 22nd Ave., Miami, Florida 33142 :

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"):

LOTS 7 & 8 BLK 9 MAGNOLIA SUB PB 40-80

LOTS 35 & 36 BLK 9 MAGNOLIA SUB PB 40-80

LOT 37 BLK 9 MAGNOLIA SUB PB 40-80

LOT 38 BLK 9 MAGNOLIA SUB PB 40-80

LOT 39 BLK 9 MAGNOLIA SUB PB 40-80

LOT 40 BLK 9 MAGNOLIA SUB PB 40-80

LOTS 19 & 20 BLK 9 MAGNOLIA SUB PB 40-80

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 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 Department of Housing and Community 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:

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 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

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized by Resolution No. R-1383-09 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 1st day of December, 2009.

EXHIBIT E

CFN 2013R0777597
OR Bk 28845 Pgs 0910 - 912† (3pgs)
RECORDED 09/30/2013 15:31:10
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:
Terrence Smith, Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

NOTICE OF AUTOMATIC REVERTER

TO: Habitat for Humanity of Greater Miami, Inc.
3800 NW 22nd Ave
Miami, Florida 33142
Attention: Mario Artecona, Director

You are hereby notified that on April 20, 2011, title to the property conveyed by Miami-Dade County to Habitat for Humanity of Greater Miami, Inc. by County Deed dated April 20, 2010 and recorded on April 21, 2010, in the Official Records Book 27257, Pages 1619-1622, CFN 2010R0265554 of the Public Records of Miami-Dade County, Florida, automatically reverted to Miami-Dade County pursuant to the terms and conditions of said County Deed.

PLEASE BE GOVERNED ACCORDINGLY.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Russell Benford
Deputy Mayor

Approved for legal sufficiency _____

Terrence A. Smith
Assistant County Attorney

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25 day of September, 2013, by Russell Benford, as Deputy Mayor of MIAMI-DADE COUNTY, who is (X) personally known to me or ( ) has produced _____, as identification.

INGRID BETHUNE
MY COMMISSION # DD 948958
EXPIRES: February 21, 2014
Bonded Thru Notary Public Underwriters

Notary Public
State of Florida at Large
My Commission Expires:

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

EXHIBIT "A"

1) **08-2122-003-1310 (2060 WASHINGTON AVENUE)**
MAGNOLIA SUB PB 40-80
PARC 02-06-01 AKA LOTS 7 & 8, BLK 9

2) **08-2122-003-1390 (2010 WASHINGTON AVENUE)**
MAGNOLIA SUB PB 40-80
LOTS 19 & 20, BLK 9

3) **08-2122-003-1490 (2061 ALI BABA AVENUE)**
MAGNOLIA SUB PB 40-80
LOTS 35 & 36, BLK 9

4) **08-2122-003-1500 (2071 ALI BABA AVENUE)**
MAGNOLIA SUB PB 40-80
LOT 37, BLK 9

5) **08-2122-003-1510 (2060 ALI BABA AVENUE)**
MAGNOLIA SUB PB 40-80
LOT 38, BLK 9

6) **08-2122-003-1520 (2081 ALI BABA AVENUE)**
MAGNOLIA SUB PB 40-80
LOT 39, BLK 9

7) **08-2122-003-1530 (2083 ALI BABA AVENUE)**
MAGNOLIA SUB PB 40-80
LOT 40, BLK 9

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on SEP 30 2013 day of
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By _____ D.C. 76047

CIRCUIT AND COUNTY COURTS CLERK MIAMI-DADE COUNTY, FLORIDA

EXHIBIT F

The Housing Finance Authority of Miami-Dade County, "HFA", is releasing a Request for Information "RFI" to interested and qualified developers, to gauge the level of interest and simultaneous development potential of approximately twenty-six (26) non-contiguous vacant parcels of land located within District 1 in the City of Opa-Locka in a distressed area formerly known as "The Triangle" and recently named "Magnolia North." The available parcels are former public housing properties subject to a disposition from USHUD to the HFA.

The HFA has identified this site for development in furtherance of its mission to provide high quality affordable housing. The dedication of resources to this area will over-improve the community, enhance the quality of life of its residents and achieve neighborhood revitalization. This historic neighborhood will be strengthened and economic opportunities for its residents increased.

To ensure the most efficient development of the Site and the most beneficial impact to the community, the HFA will focus on the following:

- Green and sustainable building practices to promote efficiency throughout the lifecycle of the development.
- Potential for housing dedicated to Veterans and other special needs communities.
- Potential use of Housing Choice Vouchers to assist and attract residents to the community.
- Ability of a developer to maximize the density of the noncontiguous sites.
- Ability of a developer to complete all parcels simultaneously.
- Ability of a developer to leverage the development of the parcels through the purchase of additional land thereby creating a more contiguous community.
- Ability of a developer to identify, apply for, and secure funding and/or tax incentives for the proposed development.