

MEMORANDUM

Agenda Item No. 8(K)(3)


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

DATE: July 15, 2014

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

SUBJECT: Resolution amends Resolution
No. R-37-09 to authorize the
County Mayor to execute an
agreement between Miami-Dade
County, Second Baptist Church
of Richmond Heights and Second
Baptist Community Development
Corporation, Inc. for affordable
housing development
Resolution No. R-669-14

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

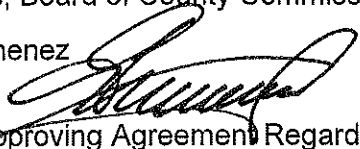


R. A. Cuevas, Jr.
County Attorney

RAC/smm

Date: July 15, 2014

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

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving Agreement Regarding 11010 and 11001 Pinkston Drive Affordable Housing Development

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) amend Resolution No. R-37-09 to authorize the County Mayor or the County Mayor's designee to execute the attached Agreement between Miami-Dade County (County) and SBC Development Corporation of Richmond Heights, Inc. (Developer) and the Second Baptist Church of Richmond Heights (Church), which:

1. Reinforces the County's interest in the property located at 11010 Pinkston Drive, Miami, Florida 33176 (Developer Land) as set forth in the reverter clause of the Quitclaim Deed (Deed) (Attachment A), dated June 25, 2008, from the Miami-Dade Housing Agency Development Corporation (Development Corporation) to the Developer; and
2. Provides three (3) additional years for a total of eight (8) years from the recordation of the Deed for the Developer to construct and complete the affordable rental housing development, which will be located at 11001 Pinkston Drive, Miami, Florida 33176 (Church Land), a property currently owned by the Church.

SCOPE

The development will be located at 11001 Pinkston Drive, Miami, Florida 33176, in Commission District 9, which is represented by Commissioner Dennis C. Moss.

FISCAL IMPACT/FUNDING SOURCE

This resolution will not have a negative fiscal impact on the County nor does it change the funding amounts previously awarded.

TRACK RECORD/MONITORING

Gregg Fortner, Executive Director, Public Housing and Community Development (Department) will monitor this Documentary Stamp Surtax (Surtax) funded activity. Through the review of progress reports and periodic inspections, the Department will continue to monitor this project to ensure compliance with the County's policies.

BACKGROUND

On July 25, 2000, the Board adopted Resolution No. R-903-00 authorizing the former County Manager to form a Florida not-for-profit corporation to be known as the Miami-Dade Housing Agency Development Corporation, as well as create subsidiaries and affiliated entities of such corporation. On December 4, 2003, the Board adopted Resolution No. R-1310-03 authorizing the former County Manager to convey 3.09 acres of surplus, County-owned property and to allocate \$2,000,000.00 of Surtax funds to the Development Corporation for construction of an affordable housing development on 11001 Pinkston Drive. As part of the development plan, it was the intention of the Development Corporation to enter into a joint redevelopment agreement with the Developer.

On April 8, 2008, the Board adopted Resolution No. R-412-08, approving the execution of a Transitional Agreement between the County and the Development Corporation, which required, in part, that any contracts with, and property conveyed or leased to, the Development Corporation shall be terminated and/or assigned directly to the Developer to continue the construction of the affordable housing development on Pinkston Drive. However, the County's consent to this assignment and execution of the contract and loan agreements with the Developer was conditioned upon the Developer entering into a contract with a qualified developer and that the Developer meet specific timelines and deliverables. The Developer selected Cornerstone Group as the qualified co-developer to assist them in constructing the project.

In 2009, the Developer revised the site plans for the housing development. The site plans proposed that the housing development be constructed on the Church Land and that the family/community center be constructed on the County owned parcel, where the affordable housing development was previously envisioned to be built on the Developer Land. On January 22, 2009, the Board adopted Resolution No. 37-09, which authorized the Developer to construct the housing development on the Church Land. The resolution further authorized \$2,000,000 of Surtax funds previously awarded for the development to accompany the change in site location. However, the Board's approval was conditioned on 1) the land being replatted by the Developer or the Developer being granted a Waiver of Plat, 2) payment of all outstanding encumbrances including the mortgage by the Church with Wachovia Bank on the Church Land in an amount of approximately \$400,000 and property taxes due, and 3) the project being initiated within two years of the approval of this resolution, in accordance with current contract policies of the Department.

Additional Surtax funds were awarded to the project as part of the 2013 RFA approved December 18, 2012 through Resolution No. 1063-12. The Request For Application for FY 2014 Surtax funding was submitted and approved on April 8, 2014, by the Board through Resolution No. R-332-14, as follows: 1) to authorize the Department to use up to seventy-five percent (75%) of available FY 2015 Surtax funds for the FY 2014 Request For Applications that are next in-line non-preservation feasible projects; and 2) fund all FY 2014 Request for Applications next in-line projects that scored and ranked at the top of the list of Exhibit 1 in accordance with the Request for Applications requirements, except for those projects that are determined to be not feasible. As a result, the Developer's application will remain in a long line of projects that may be funded over the next two years. An additional \$2,000,000 in General Obligation Bonds (GOB) was allocated from Commissioner Moss. One million was approved on February 1, 2011 through Resolution No. 55-11 and another million dollars was approved March 6, 2012 through Resolution No. 231-12.

Although the Developer has not met all of the requirements set forth above, including re-platting, the Developer has made some progress, such as the selection of Cornerstone Group as the qualified co-developer and they have recorded a partial release of mortgage from Wachovia. Therefore, it is recommended that the Board grant the extension requested by the Developer. In the event, the Developer fails to construct and complete the affordable housing development within eight years from the date of the recordation of the Deed, i.e. by April 10, 2017; the Developer Land will automatically revert to the County.

Attachments



Russell Benford, Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: July 15, 2014

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

SUBJECT: Agenda Item No. 8(K) (3)

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. 8(K)(3)
7-15-14

RESOLUTION NO. R-669-14

RESOLUTION AMENDS RESOLUTION NO. R-37-09 TO AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN MIAMI-DADE COUNTY, SECOND BAPTIST CHURCH OF RICHMOND HEIGHTS AND SECOND BAPTIST COMMUNITY DEVELOPMENT CORPORATION, INC. FOR AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 11001 PINKSTON DRIVE, MIAMI, FLORIDA 33176

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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. This Board amends Resolution No. R-37-09 to authorize the execution of an agreement between Miami-Dade County, Second Baptist Church of Richmond Heights and Second Baptist Church Community Development Corporation (the "Developer"), Inc., in substantially the form attached hereto as Attachment A and incorporated by reference, (1) to reinforce the reverter clause in the Quit Claim Deed dated June 25, 2008; and (2) to provide an additional three (3) years for a total of eight (8) years from the recordation of the Quit Claim Deed for the Developer to construct and complete the affordable rental housing development to be located at 11001 Pinkston Drive, Miami, Florida 33176.

Section 3. The Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, 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 foregoing resolution was offered by Commissioner **Lynda Bell**, Who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

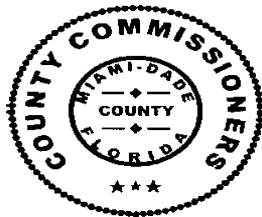
	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr. aye
Jose "Pepe" Diaz	absent	Audrey M. Edmonson aye
Sally A. Heyman	absent	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Sen. Javier D. Souto	aye	Xavier L. Suarez absent
Juan C. Zapata	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of July, 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 S. Smith

Instrument Prepared by and Returned To:
Terrence Smith, Assistant County Attorney
Miami-Dade County
111 NW 1 Street, 28th FL
Miami, FL 33128

CFN 20090263649
OR Bk 26824 Pgs 2973 - 2975; (3pgs)
RECORDED 04/10/2009 11:32:10
DEED DOC TAX 0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Folio No. 30-5019-001-7835

QUIT CLAIM DEED

THIS INDENTURE, made this 25th day of June, 2008, by and between MDHA DEVELOPMENT CORPORATION, a not-for-profit corporation, party of the first part, whose address is 7483 SW 24 AVE Miami Florida 33155 and SBC COMMUNITY DEVELOPMENT CORPORATION OF RICHMOND HEIGHTS, INC. a Florida Non Profit Corporation, party of the second part, whose address is 11111 Pinkston Drive, Miami, Florida, 33176

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby release and forever quit claim unto the party of the second part, and its successors in interest, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

W310 feet of Tract 59 of Richmond Heights, according to the Plat thereof recorded in Plat book 50 at page 19 of the Public records of Miami-Dade County Florida
Less
The north 410 feet of the south 575 feet of the west 175 feet of Tract 59 of Richmond Heights, according to the Plat thereof recorded in Plat Book 50 at page 19 of the Public Records of Miami-Dade County, Florida.

Subject to the following restriction:

In the event that the party of the second part ceases to exist de facto and de jure or in the event the Property has not been substantially developed within five (5) Years from the date of this conveyance as an affordable rental housing development, then fee simple title to said Property shall automatically revert to Miami Dade County, a political subdivision of the State of Florida, which conveyed the Property to MDHA Development Corporation, party of the first part, on December 8, 2003 via County Deed recorded in Official Record Book 21881 Page 2616 of the public records 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 party of the first part. If the party of the second part, its successors or assigns, fails to remedy the default within thirty (30) days, the party of the first part shall have the right to re-enter and take possession of the property and to terminate and revert in the party of the first part the estate conveyed by this Deed to the party of the second part, its successors or assigns, and by such reverter to Miami-Dade County, 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.

Upon completion of the constructed housing the party of the second part, its successors and

assigns, shall provide Miami-Dade County with a copy of the Certificate of Occupancy for the constructed housing. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home(s) without the prior written permission of Miami-Dade County. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the party of the first part 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.

The party of the second part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least _____ (____) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested and delivered in our presence:

Name of Corporation
MDHA Development Corporation

[Signature]
Witness

NORMA E MORA
Printed Name

[Signature]
By: President (Corporate Seal)

Alben Duffie
Printed Name

[Signature]
Witness

YUSIMI GONZALEZ
Printed Name

NEVADA
STATE OF FLORIDA)
CLARK)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 24th day of JUNE, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ALBEN KIRK DUFFIE personally known to me, or proven, by producing the following identification: DRIVER LICENSE to be the President of, _____, a Florida not-for-profit corporation under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

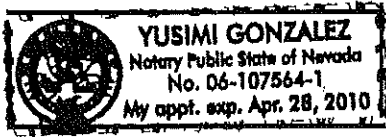
WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

[Signature]
Notary Signature

YUSIMI GONZALEZ

Printed: Notary Name

NOTARY SEAL / STAMP



OF NEVADA
Notary Public, State ~~of Florida~~

My commission expires: APR 28, 2010

Commission/Serial No: 06-107564-1

**This instrument was prepared by,
Record and return to:**

**Patricia K. Green
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130**

(Space reserved for Clerk)

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2014, by **SBC COMMUNITY DEVELOPMENT CORPORATION OF RICHMOND HEIGHTS, INC.**, a Florida non-profit corporation ("SBC"), whose address is 11111 Pinkston Dr. Miami, Florida 33176, **SECOND BAPTIST CHURCH OF RICHMOND HEIGHTS, INC.**, a Florida Non Profit corporation ("Church), whose address is 11111 Pinkston Dr. Miami, Florida 33176, and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 111 N. W. 1st Street, Miami, Florida 33128, Attention: County Mayor ("County").

RECITALS.

(a) SBC is the fee simple owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "SBC Land").

(b) Church is the fee simple owner of the real property described in Exhibit "B" attached hereto and incorporated herein by reference (the "Church Land").

(c) SBC and Church are affiliated entities with common members on their boards of directors and a common mission.

(d) On April 8, 2008, the Miami-Dade Board of County Commissioners adopted Resolution No. R-412-08 approving a Transitional Agreement ("Transitional Agreement") between the County and the MDHA Development Corporation ("Development Corporation").

(e) Pursuant to the Transitional Agreement, subject to the County's consent, the Development Corporation was required to ensure that any interests it had in any County-

funded projects, including but not limited to any contracts with and property conveyed or leased to SBC were terminated and/or assigned to SBC.

(f) Upon the County's consent, the Development Corporation conveyed the SBC Land to SBC pursuant to Quitclaim Deed dated June 25, 2008, recorded on April 10, 2009, in Official Records Book 26824, Page 2973, of the Public Records of Miami-Dade County, Florida (the "Deed").

(g) The Deed includes a provision pursuant to which if SBC were to cease to exist, or if the SBC Land were not substantially developed as an affordable rental housing development within five (5) years from the date of the recording of the Deed, title to the SBC Land would automatically pass to the County, which owned the SBC land prior to its conveyance to the Development Corporation (the "Reverter Clause").

(h) Pursuant to Resolution No. R-37-09, the County authorized the construction of an affordable housing rental development on the Church Land, in lieu of the SBC Land, and approved the transfer of an allocation of Surtax funds for such housing from the SBC Land to the Church Land, subject to 1) the land being replatted by the SBC or SBC being granted a Waiver of Plat, 2) payment of all outstanding encumbrances including the mortgage by the Church with Wachovia Bank on the Church Land in an amount of approximately \$400,000 and property taxes due, and 3) the project being initiated within two years of the approval of this resolution, in accordance with current contract policies of the County's former department Office of Community and Economic Development (OCED), which is now known as Public Housing and Community Development..

(i) Pursuant to Resolution No. R-_____-14, the County amended Resolution No. R-37-09 to grant SBC an additional three (3) years to complete the project; to approve the terms of this Agreement, and to authorize the County Mayor or the County Mayor's designee to execute same.

(j) The parties now wish to enter into this Agreement in order to modify the effect of the Deed to (i) extend the deadline in the Reverter Clause from April 10, 2014, to April 10, 2017, and (ii) acknowledge that the effect of the Reverter Clause will be to re-vest title to the SBC Land in the County, if an affordable rental community is not constructed on the Church Land (and not on the SBC Land) within the term of the Reverter Clause.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below, SBC, Church and the County agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as if fully set forth herein.
2. **OWNERSHIP OF SBC LAND.** It is acknowledged that the SBC Land was previously owned by the County, which conveyed it in 2003 to the Development Corporation for the express purpose of development of affordable rental housing, and that the Development

Corporation failed to develop the required affordable housing community on the SBC Land. In lieu of invoking the reverter provision that was in the County's 2003 deed to the Development Corporation, the County approved the conveyance of the SBC Land by the Development Corporation to SBC pursuant to the Deed, and subject to the Reverter Clause, in accordance with the Transitional Agreement approved by the Board of County Commissioners pursuant to Resolution R-412-08. It is further acknowledged that the County is the beneficiary of the Reverter Clause and as such, has the ability to modify the terms of the Deed pertaining to the Reverter Clause without the joinder or consent of Development Corporation.

3. **AMENDMENT TO REVERTER CLAUSE.** The County is willing to extend the duration of the Reverter Clause from its original five (5) year term for an additional three (3) years. The County has previously documented its intent that the required affordable housing be constructed on the Church Land in lieu of the SBC Land, but without cross-reference to the Deed in documentation placed in the Public Records of Miami-Dade County, Florida. Accordingly, the Deed is hereby modified to provide that if an affordable rental housing development is not constructed on the Church Land within eight (8) years following the recordation of the Deed, title to the SBC Land will automatically re-vest in the County, and SBC hereby agrees to execute such documents as may be necessary to effect such re-vesting. The Church specifically consents the burdening of the Church Land with the foregoing covenant.
4. **TERM OF AFFORDABLE HOUSING COVENANTS.** It is acknowledged that the Deed includes a blank for the duration of the time during which the contemplated residential development will remain as affordable housing. The Church hereby agrees that the rental housing development to be constructed on the Church Land pursuant to the provisions of this Agreement shall remain as affordable housing for a period which is not less than fifteen (15) years from the date of first occupancy, unless such period is extended by financing documents that may be executed between the County and SBC, and that any deed of conveyance of the completed housing shall contain a restriction stating that the Church Land shall remain as affordable housing for the balance of such fifteen (15) year term.
5. **GENERAL TERMS.** The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:
 - a. **Headings.** The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.
 - b. **Invalid Provisions to Affect No Others.** If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught,

as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

- c. Governing Law. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.
- d. Notices. All notices required or permitted by any provision of this agreement shall be in writing and sent by registered or certified mail to the addresses set forth in the Preamble to this Agreement. Such addresses may be changed by written notice to the other parties.
- e. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns.
- f. Counterparts. This Agreement may be executed in one or more counterparts all of which shall constitute collectively but one and the same instrument.

(SIGNATURES ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

Witnesses:

SBC COMMUNITY DEVELOPMENT CORPORATION OF RICHMOND HEIGHTS, INC., a Florida non-profit corporation

Natalie Rowe
Print Name: Natalie Rowe

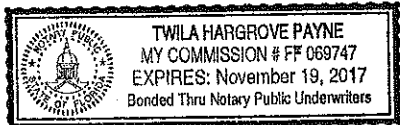
By: *Alphonso Jackson, Sr.*
Alphonso Jackson, Sr.
President

Mark A. Jakwinski
Print Name: Mark A. Jakwinski

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2 day of June, 2014, by Alphonso Jackson, Sr., the President of **SBC COMMUNITY DEVELOPMENT CORPORATION OF RICHMOND HEIGHTS, INC.**, a Florida non-profit corporation. He is personally known to me or has produced identification.

Personally Known
Produced Identification Type of Identification:



NOTARY STAMP

Twila Hargrove Payne
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

[Signatures Continue on Following Pages]

Witnesses:

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

Print Name: _____

By: _____

Name: Russell Benford

Title: Deputy Mayor

Print Name: _____

Approved as to form and legal sufficiency

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

By: _____

Name: Terrence A. Smith

Assistant County Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Russell Benford, as Deputy Mayor of Miami-Dade County, a political subdivision of the State of Florida. He is personally known to me or has produced identification.

Personally Known

Produced Identification Type of Identification:

FLORIDA

NOTARY STAMP

NOTARY PUBLIC, STATE OF

AT LARGE

EXHIBIT "A"
LEGAL DESCRIPTION-SBC LAND

The West 310 feet of Tract 59, of RICHMOND HEIGHTS, according to the Plat thereof, as recorded in Plat Book 50, at Page 19, of the Public Records of Miami-Dade County, Florida.

LESS

The North 410 feet of the South 575 feet of the West 175 feet of Tract 59, of RICHMOND HEIGHTS, according to the Plat thereof, as recorded in Plat Book 50, Page 19, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"
LEGAL DESCRIPTION-CHURCH LAND

Parcel 1:

All of Block 59, of RICHMOND HEIGHTS, a subdivision, according to the Plat thereof, as recorded in Plat Book 50, Page 19, of the Public Records of Miami-Dade County, Florida, less that portion more particularly described as follows:

Begin at the Southeast corner of said Block 59 and thence proceed West 356.08 feet to the POINT OF BEGINNING; thence proceed North on a line parallel to the West line of said Block 59 for a distance of approximately 679 feet to the North line of said Block 59; thence proceed West 310 feet to the Northwest corner of said Block 59; thence proceed South along the West line of said Block 59 to the Southwest corner of said Block 59; thence proceed East a distance of 310 feet to the POINT OF BEGINNING.

Parcel 2:

Lots 57 and 58, in Block 1, of TENTH ADDITION TO RICHMOND HEIGHTS ESTATES, according to the Plat thereof, as recorded in Plat Book 94, Page 42, of the Public Records of Miami-Dade County, Florida.