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

MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution granting Habitat for Humanity of Greater Miami, Inc., a 501(c)(3) not-for-profit Florida Corporation, 12 additional months to develop four previously conveyed properties with Infill Housing to be sold to qualified homebuyers through the County's Infill Housing Initiative Program; authorizing the Chairperson or the Vice-Chairperson of the Board to execute Amended and Restated County Deeds; and directing the County Mayor to take all actions necessary to enforce the provisions set forth in such Amended and Restated County Deeds

Resolution No. R-1081-15

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 Audrey M. Edmonson.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Giménez
Mayor

Subject: Resolution Granting 12-Month Extension and Authorizing the Chairperson or Vice-Chairperson to Execute Amended and Restated County Deeds for Four Infill Properties to be Developed with Infill Housing by Habitat for Humanity of Greater Miami, Inc.

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution:

- Granting Habitat for Humanity of Greater Miami, Inc. (Habitat) 12 additional months to develop four (4) previously conveyed properties (Infill Properties) with housing to be sold to qualified homebuyers through the County's Infill Housing Initiative Program (Infill Housing Program);
- Authorizing the Chairperson or the Vice-Chairperson of the Board to execute Amended and Restated County Deeds (Amended County Deeds); and
- Authorizing the County Mayor or the County Mayor's designee to take all necessary action to enforce the provisions set forth in the Amended County Deeds.

Scope

The approval of this resolution will authorize the Chairperson or the Vice-Chairperson of the Board to execute the Amended County Deeds to allow Habitat 12 additional months to develop the Infill Properties with housing to be sold to qualified homebuyers. The Infill Properties are located in District 3, represented by Commissioner Audrey M. Edmonson.

Fiscal Impact

There is no fiscal impact to the County related to the extension of time to develop the Infill Properties.

Track Record/Monitoring

This project will be monitored by Jorge R. Cibran, AIA, Director of Facilities and Development for Public Housing and Community Development (Department).

Background

The Board authorized the conveyance of the Infill Properties to Habitat through the adoption of Resolutions No. R-175-09, R-318-10, and R-423-14, on March 3, 2009, March 16, 2010, and May 6, 2014, respectively. The deeds conveying the Infill Properties to Habitat are attached to this memorandum as Exhibits A, B, and C. On September 17, 2015, Habitat submitted a letter to the County, which is attached to the resolution as Attachment A, requesting that the County grant Habitat an extension of time to develop and sell the Infill Properties. Habitat's business model is that they will not begin construction of a home until the funding source and the partner family has been selected. Despite Habitat's best efforts, Habitat faced marketing and funding challenges, which delayed their ability to construct these homes in the time allotted. Habitat has now been able to secure funding and qualified homebuyers. Additionally, as part of Habitat's due diligence, construction drawings for the Infill Properties have been submitted to the Department of Regulatory and Economic Resources Plans Review Section. Meanwhile, Habitat has

entered into sales contracts with qualified homebuyers for the sale of all four (4) Infill Properties. Consequently, Habitat has requested additional time to develop the Infill Properties. The target date proposed by Habitat to complete development of the Infill Properties is the summer of 2016.

Over the years, Habitat has developed over 265 lots through the Infill Housing Program and has demonstrated its commitment to work with the County to develop quality affordable housing for the residents of Miami-Dade County. Given Habitat's track record, the Department is satisfied that it is making good faith efforts to resolve all issues related to the development of Infill Properties, and the Department recommends that the Board authorize the Chairperson or Vice-Chairperson of the Board to execute the Amended County Deeds, which are attached to the resolution as Attachments B, C, and D. Through the execution of the Amended County Deeds, Habitat will be afforded 12 additional months to resolve the permitting and development issues, and to subsequently develop and sell the Infill Properties to qualified homebuyers. In the event Habitat fails to develop and sell the Infill Properties within 12 months from the date the Amended County Deeds are executed and recorded in the public records, the County may, at its option, exercise its reversionary interest.

The Department has complied with Resolutions Nos. R-376-11 and R-333-15 by providing detailed information on the Infill Properties, as set forth in Exhibit D of this memorandum. The information provided includes information concerning the County's investment, future control, and disclosure of market values of each of the properties.

Attachments

Russell Benford, Deputy Mayor

EXHIBIT "A"

CFN 20090572864
OR Bk 26970 Pgs 0211 - 231; (21pgs)
RECORDED 08/07/2009 10:23:24
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

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

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this 5 day of Aug, 2009 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, Fl 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 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.

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(2) 3

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 Office of Community and Economic 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-175-09 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of March, 2009.

EXHIBIT A

1. Folio No.: 01-3112-053-0010 split
Lots 1 and 2, FRED HILTS RE-SUB, according to the Plat thereof recorded in Plat Book 16, at Page 39, of the Public Records of Miami-Dade County, Florida.

2. Folio No.: 30-3110-028-0740
East 150 Feet of South 1//2 Block15, PARA VILLA HEIGHTS, according to the Plat thereof recorded in Plat Book 3 , at Page 106, of the Public Records of Miami-Dade County, Florida.

3. Folio No.: 30-3111-047-0530
Lot 5 Block 38, LITTLE RIVER GARDENS, according to the Plat thereof recorded in Plat Book 11, at Page 19, of the Public Records of Miami-Dade County, Florida.

4. Folio No.: 30-3122-020-0170
Parcel 05-59-03 A/K/A/ North ½ Lot 7 Less Road, CAMERONS LITTLE FARMS, according to the Plat thereof recorded in Plat Book 35, at Page 54, of the Public Records of Miami-Dade County, Florida.

5. Folio No.: 30-3122-020-0180
PORT of Parcel 05-59-04 A/K/A West 66.625 Feet of North 150 Feet of Lot 8 Less North 10 Feet To CO, CAMERONS LITTLE FARMS, according to the Plat thereof recorded in Plat Book 35, at Page 54, of the Public Records of Miami-Dade County, Florida.

6. Folio No.: 30-3122-020-0200
West 66.625 Feet of South 170.73 Feet Less South 25 Feet For Street Lot 8, CAMERONS LITTLE FARMS, according to the Plat thereof recorded in Plat Book 35, at Page 54, of the Public Records of Miami-Dade County, Florida.

7. Folio No.: 30-3122-020-0210
PORT of Parcel 05-59-04 A/K/A East 66.62 Feet of North 150 Feet of Lot 8 Less North 10 Feet To CO. & West 32.25 Feet of North ½ of Lot 9, CAMERONS LITTLE FARMS, according to the Plat thereof recorded in Plat Book 35, at Page 54, of the Public Records of Miami-Dade County, Florida.

8. Folio No.: 30-3122-020-0220
PORT of Parcel 05-59-04 A/K/A North ½ of Lot 9 Less 33.25 Feet Less North 10 Feet For Right of Way, according to the Plat thereof recorded in Plat Book 35, at Page 54, of the Public Records of Miami-Dade County, Florida.

9. Folio No.: 30-3122-020-0240
Parcel 05-59-05 A/K/A West 60 Feet of South ½ of Lot 9 Less South 25 Feet For Right of Way, CAMERONS LITTLE FARMS, according to the Plat thereof recorded in Plat Book 35, at Page 54, of the Public Records of Miami-Dade County, Florida.

10. Folio No.: 30-3115-005-6340
Lot 25 Block 22, LIBERTY CITY, according to the Plat thereof recorded in Plat Book 7, at Page 79, of the Public Records of Miami-Dade County, Florida.

11. Folio No.: 30-3122-020-0120
Parcel 05-59-02 A/K/A East 1/3 of North ½ of Lot 6 Less Road, CAMERONS LITTLE FARMS, according to the Plat thereof recorded in Plat Book 35, at Page 54, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

CFN 2013R0487137
OR Bk 28685 Pgs 4509 - 4512; (4pgs)
RECORDED 06/19/2013 12:01:53
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by:
Public Housing and Community Development
Infill Housing Initiative Program
701 NW 1 Court 16th Floor
Miami, Florida 33136

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this 17th day of June, 2013 AD. by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "Grantor"), 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 Florida Not-For-Profit Corporation, (hereinafter "Grantee""), whose address is 3800 NW 22 Ave., Miami, Florida 33142.

WITNESSETH:

That the Grantor , for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by the Grantee , receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, , the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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 Properties; 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 Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 128 of the Code of Miami-Dade County and the Miami-Dade County's Infill Housing Initiative Guidelines. In the event Grantee fails to develop the Properties in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Grantor as a matter of law and pursuant to this reverter clause.

2. That the Properties 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 Grantee 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 Grantor as a matter of law and pursuant to this reverter. Notwithstanding, Grantor may, in its sole discretion, waive this reverter condition upon Grantor finding it necessary to extend the time frame in which Grantee must complete the home. Such waiver by Grantor, 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 Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Grantee must complete the home. The letter by Grantor 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

P-318-10 (B) 3

reverted to Grantor .

3. That the affordable housing developed on the Properties shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County but under no circumstances shall the sales price of a home exceed One Hundred and Twenty-Nine Thousand and 00/100 ($129,000.00). In the event Grantee fails to sell a home to a qualified household or sells a home above One Hundred and Twenty-Nine Thousand and 00/100 Dollars ($129,000.00), title shall automatically revert to the Grantor as a matter of law and pursuant to this reverter clause, and by such reverter to the Grantor, Grantee shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

Grantee 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 twenty (20) years for a maximum of sixty (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 Grantee (or Successor in Interest), shall pay real estate taxes and assessments on the Property or any part thereof when due. Grantee 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 Grantee 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 Grantor shall furnish the Grantee 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 Grantee , its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Grantee, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by Grantor. If the party of the Grantee, its successors or assigns, fails to remedy the default within thirty (30) days, the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, its successors or assigns, and by such reverter to the Grantor, Grantee 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 Miami-Dade 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 Grantor 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: _____
Rebeca Sosa, Chairperson

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by **Resolution No. R-318-10** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the **16th day of March, 2010.**

EXHIBIT "A"

LEGAL DESCRIPTIONS

1) **Folio 30-3122-025-0280**
The South 25 Feet of Lot 8 and the North 12.5 Feet of Lot 9, Block 2, Treasure Heights, according to the plat thereof as recorded in Plat Book 12 at Page 72 of Public Records of Miami-Dade County, Florida.

2) **Folio 30-3122-025-0270**
The North 25 Feet of Lot 8 and Lot 7 Less the North 37.5 Feet, Block 2, Treasure Heights, according to the plat thereof as recorded in Plat Book 12 at Page 72 of Public Records of Miami-Dade County, Florida.

3) **Folio 30-3121-026-0830** ✓
Lots 26 & 27, Block 3, Roosevelt Park, according to the plat thereof, as recorded in Plat Book 9 Page 90 of Public Records of Miami-Dade County, Florida.

4) **Folio 30-3121-026-1210** ✓
LOT 35 LESS W10FT thereof and Lots 36 & 37 BLOCK 4, of Roosevelt PARK, according to the Plat thereof, as recorded in Plat Book 9 Page 90 of Public Records of Miami-Dade County, Florida.

EXHIBIT "C"

CFN 2014R0434841
DR Bk 29197 Pgs 1461 - 1464; (4pgs)
RECORDED 06/18/2014 12:04:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by:
Public Housing and Community Development
Infill Housing Initiative Program
701 NW 1 Court 16th Floor
Miami, Florida 33136

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this 23rd day of May, 2014 AD, by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "Grantor"), 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 Florida Not-For-Profit Corporation, (hereinafter "Grantee""), whose address is 3800 NW 22 Ave., Miami, Florida 33142.

WITNESSETH:

That the Grantor , for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by the Grantee , receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, , the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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 Properties; 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 Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 128 of the Code of Miami-Dade County and the Miami-Dade County's Infill Housing Initiative Guidelines. In the event Grantee fails to develop the Properties in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Grantor as a matter of law and pursuant to this reverter clause.

2. That the Properties 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 Grantee 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 Grantor as a matter of law and pursuant to this reverter. Notwithstanding, Grantor may, in its sole discretion, waive this reverter condition upon Grantor finding it necessary to extend the time frame in which Grantee must complete the home. Such waiver by Grantor, 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 Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Grantee must complete the home. The letter by Grantor 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

R-423-14
1-3

reverted to Grantor.

3. That the affordable housing developed on the Properties shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County but under no circumstances shall the sales price of a home exceed One Hundred and Twenty-Nine Thousand and 00/100 ($129,000.00). In the event Grantee fails to sell a home to a qualified household or sells a home above One Hundred and Twenty-Nine Thousand and 00/100 Dollars ($129,000.00), title shall automatically revert to the Grantor as a matter of law and pursuant to this reverter clause, and by such reverter to the Grantor, Grantee shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

Grantee 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 twenty (20) years for a maximum of sixty (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 Grantee (or Successor in Interest), shall pay real estate taxes and assessments on the Property or any part thereof when due. Grantee 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 Grantee 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 Grantor shall furnish the Grantee 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 Grantee , its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Grantee, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by Grantor. If the party of the Grantee, its successors or assigns, fails to remedy the default within thirty (30) days, the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, its successors or assigns, and by such reverter to the Grantor, Grantee 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 Miami-Dade 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 Grantor 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: _____
Rebeca Sosa, Chairperson

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by **Resolution No. R-423-14** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the **6 day of May, 2014.**

EXHIBIT "A"

Folio Number	Legal Description
01-3114-019-0640	LOTS 33 and 34, BLOCK 3, HENRY FORD SUBDIVISION NO. 2, thereof, as recorded in Official Records Book 9 at Page 119, of Public Records of Miami-Dade County, Florida.

EXHIBIT "D"

LOT INFORMATION IN ACCORDANCE WITH RESOLUTIONS R-376-11 AND R-333-15

Address	Folio Number	District	Date Lot Deeded to Habitat	Resolution No.	Resolution Approval Date	2015 Assessed Value	Plans submitted for Permiting	Process Number	Estimated Construction Start Date	Lot size	Background Information
7715 N. Miami Place	01-3112-053-0010	3	8/5/2009	R-175-09	3/3/2009	$19,585	6/9/2015	BD15-007719-001	11/1/2015	7,627	OCED Lot
7710 N. Miami Place	01-3112-053-0020	3	8/5/2009	R-175-09	3/3/2009	$15,792	5/8/2015	BD15-006560-001	11/1/2015	6,150	OCED Lot
29XX NW 44 Street	30-3121-026-0830	3	6/17/2013	R-318-10	3/16/2010	$11,543	7/13/2015	C2015148594	4/1/2015	5,220	Neighbors and Neighbors Deeded Property
733 NW 69 Street	01-3114-019-0640	3	5/23/2014	R-423-14	5/6/2014	$42,900	5/8/2015	BD15-006564-001	11/1/2015	7,150	Fortuna Trucking Returned Lot

Notes:

The addresses for some lots are incomplete since lots are vacant land.

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

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**

_____ **Statement of social equity 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)(1)
12-1-15

RESOLUTION NO. R-1081-15

RESOLUTION GRANTING HABITAT FOR HUMANITY OF GREATER MIAMI, INC., A 501(C)(3) NOT-FOR-PROFIT FLORIDA CORPORATION, 12 ADDITIONAL MONTHS TO DEVELOP FOUR PREVIOUSLY CONVEYED PROPERTIES WITH INFILL HOUSING TO BE SOLD TO QUALIFIED HOMEBUYERS THROUGH THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM; AUTHORIZING THE CHAIRPERSON OR THE VICE-CHAIRPERSON OF THE BOARD TO EXECUTE AMENDED AND RESTATED COUNTY DEEDS; AND DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEEDS

WHEREAS, Habitat for Humanity of Greater Miami Inc. ("Habitat"), a 501(c)(3) not-for-profit Florida corporation, and a County-approved Infill Housing Initiative Program developer, was conveyed, pursuant to Resolution Nos. R-175-09, R-318-10, and R-423-14, four properties (the "Infill Properties") located in County Commission District 3, which are legally described in Exhibits "A", "B" and "C" to the County Mayor's memorandum; and

WHEREAS, Habitat has submitted a letter, dated September 17, 2015, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference, requesting that the County grant them a 12-month extension to develop the Infill Properties and sell the homes constructed on the properties to qualified very-low, and low-income homebuyers in accordance with Section 17-121, et seq. of the Code of Miami-Dade County (the "Infill Housing Program"); and

WHEREAS, this Board is satisfied that Habitat has made good faith efforts to develop the Infill Properties and wishes to grant them a 12-month extension to develop and sell the four Infill Properties; and

WHEREAS, this Board has reviewed and is satisfied with the information regarding the Infill Properties contained in Exhibit "D" of the County Mayor's memorandum, which is submitted to this Board in accordance with Resolution Nos. R-376-11 and R-333-15; and

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 grants Habitat 12 additional months from the date the Amended and Restated County Deeds (the "Amended County Deeds") are executed pursuant to Section 3 of this resolution, are recorded in public records to develop and sell the Infill Properties to qualified very-low, and low-income homebuyers in accordance with the Infill Housing Program.

Section 3. This Board further authorizes the Chairperson or Vice-Chairperson of the Board to execute the Amended County Deeds, in substantially the form attached hereto as Attachments "B", "C", and "D" and incorporated herein by reference, and which have been approved and accepted by Habitat as evidenced by its signature on the Amended County Deeds.

Section 4. This Board directs the County Mayor or the County Mayor's designee to take all actions necessary to enforce the provisions set forth in the Amended County Deeds executed pursuant to Section 3 of this resolution, including but not limited to granting extensions and exercising the County's reversionary interest at the County Mayor or the County Mayor's designee's option.

Section 5. 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 to provide a copy of such recorded instruments to the Clerk of the Board within 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 **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

Habitat for Humanity®
of Greater Miami

building houses in partnership with God's people in need

September 17, 2015

Commissioner Audrey Edmonson, District 3
Stephan P. Clark Center
111 NW 1st Street, Suite 220
Miami, FL 33128

Dear Commissioner Edmonson

As you know, Habitat for Humanity of Greater Miami (HFHGM) has a very successful partnership with Miami Dade County's Infill Housing Initiative Program (Program) in which we use lots made available by the County to build brand new homes for very-low and low- income families. To date, of the 1000 homes Habitat has built in Miami Dade, 360 have been constructed on County infill lots, a record we are very proud of and one we want to add to.

Unfortunately, from time to time, even with our best efforts and due to a variety of reasons, we cannot meet the timelines of the Program which call for a specific timeframe for the construction and sale of the homes. Consequently, we must ask for an extension of the reverter clause through an Amended and Restated County Deed.

HFHGM is requesting your support of a resolution granting us an additional 12 months to develop and sell the properties listed in the included attachment to this letter. All of the properties on the list, some of which fall in your district, are currently undergoing permit reviews at the building department and are scheduled for completion and sale by July of 2016. We have made significant investment in all of these properties. Upon closing of these properties, Habitat will have no properties left needing time extension and we will have been caught up with our commitments to the program.

We thank you for your consideration of this item and assure you that all efforts are being made to quickly resolve all issues so we may help low income families achieve home-ownership through this great collaboration. We would kindly thank you for your advocacy and support of this item.
If I can answer any questions, please do not hesitate to contact me. Thank you for your continued support of Habitat for Humanity of Greater Miami.

Mario Artecona
Chief Executive Officer

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

	Homeowner	Address	Folio #	District	Date Lot Deeded to Habitat	Resolution No.	Resolution Approval Date	Current Assessed Value	House Model (Bed/Bath)	Type	Plans submitted for Permiting:	% Completed	Process #	Estimated Construction Start Date	Estimated CO Date	Estimated Closing Date
1	Yolanda Delvilla	7715 N Miami Pl	01-3112-053-0010	3	8/5/2009	R-175-09	3/3/2009	$19,585	B-1 (4/2)	NEW	6/9/2015	0%	BD15-007719-001	11/1/2015	4/1/2016	5/1/2016
2	Dee-Andra Fair	7710 N Miami Pl	01-3112-053-0020	3	8/5/2009	R-175-09	3/3/2009	$15,792	A-1 (3/2)	NEW	5/8/2015	0%	BD15-006560-001	11/1/2015	4/1/2016	5/1/2016
3	Alexis Ward	29xx NW 44 St	30-3121-026-0830	3	6/17/2013	R-318-10	3/16/2010	$11,543	C-1 (3/2) Two Story	NEW	7/13/2015	0%	C2015148594	4/1/2015	7/1/2016	7/31/2016
4	Zakiya Lawrence	733 NW 69 St	01-3114-019-0640	3	5/23/2014	R-423-14	5/6/2014	$42,900	A-1 (3/2)	NEW	5/8/2015	0%	BD15-006564-001	11/1/2015	4/1/2016	5/1/2016

3e

ATTACHMENT "B"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 26970 Pages 211-231 of the Public Records of Miami-Dade County on August 7, 2009.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____day of _____, 2015 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.**, a Florida not-for-profit 501(c)3 corporation (hereinafter "Developer"), whose address is 3800 NW 22 Avenue, Miami, Florida 33142.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Record Book 26970 Pages 211-231 of the Public Records of Miami-Dade County on August 7, 2009; and

WHEREAS, the Developer has applied for an extension of time for the completion of development of the affordable housing on the Property and the County has agreed to the extension,

***WITNESSETH*:**

That the County, for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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 Properties; 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 Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Properties shall be developed within one (1) year of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

   a. Be given prior to the event of the reverter; and

   b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County 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 one (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 the County.

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 the Developer 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) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area

(hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.

5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

6. The Developer 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 twenty (20) years for a maximum of sixty (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."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties 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 Project 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.

c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(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 Project 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.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with 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.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Jean Monestime, Chairman

Approved for legal sufficiency:

By:_____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2015.

Approved and accepted:

HABITAT FOR HUMMANITY OF GREATER MIAMI, INC.

By: _____
Mario Artecona
Chief Executive Officer

LEGAL DESCRIPTION

Folio No.: 01-3112-053-0010
Lot 1, FRED HILTS RE-SUB, according to the Plat thereof recorded in Plat Book 16, at Page 39, of the Public Records of Miami-Dade County, Florida.

Folio No.: 01-3112-053-0020
Lot 2, FRED HILTS RE-SUB, according to the Plat thereof recorded in Plat Book 16, at Page 39, of the Public Records of Miami-Dade County, Florida.

ATTACHMENT "C"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 28685 Pages 4509-4512 of the Public Records of Miami-Dade County on June 19, 2013.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____day of _____, 2015 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.**, a Florida not-for-profit 501(c)3 corporation (hereinafter "Developer"), whose address is 3800 NW 22 Avenue, Miami, Florida 33142.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Record Book 28685 Pages 4509-4512 of the Public Records of Miami-Dade County on June 19, 2013; and

WHEREAS, the Developer has applied for an extension of time for the completion of development of the affordable housing on the Property and the County has agreed to the extension,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

Properties; 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 Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Properties shall be developed within one (1) year of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

   a. Be given prior to the event of the reverter; and

   b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County 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 one (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 the County.

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 the Developer 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) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.

5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

6. The Developer 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 twenty (20) years for a maximum of sixty (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."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer 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 Developer may encumber the Properties 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 Project 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.

c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(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 Project 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.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and

lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with 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.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Jean Monestime, Chairman

Approved for legal sufficiency:

By:_____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2015.

Approved and accepted:

HABITAT FOR HUMANITY OF GREATER MIAMI, INC.

By:_____
Mario Artecona
Chief Executive Officer

LEGAL DESCRIPTION

Folio 30-3121-026-0830
Lots 26 & 27, Block 3, ROOSEVELT PARK, according to the Plat thereof, as recorded in Plat Book 9 at Page 90, of Public Records of Miami-Dade County, Florida.

ATTACHMENT "D"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 29197 Pages 1461-1464 of the Public Records of Miami-Dade County on June 18, 2014.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____day of _____, 2015 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.**, a Florida not-for-profit 501(c)3 corporation (hereinafter "Developer"), whose address is 3800 NW 22 Avenue, Miami, Florida 33142.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Record Book 29197 Pages 1461-1464 of the Public Records of Miami-Dade County on June 18, 2014; and

WHEREAS, the Developer has applied for an extension of time for the completion of development of the affordable housing on the Property and the County has agreed to the extension,

***WITNESSETH*:**

That the County, for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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 Properties; 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 Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Properties shall be developed within one (1) year of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

   a. Be given prior to the event of the reverter; and

   b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County 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 one (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 the County.

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 the Developer 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) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.

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   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 Project 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.

c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(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 Project 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.

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This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Jean Monestime, Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2015.

Approved and accepted:

HABITAT FOR HUMMANITY OF GREATER MIAMI, INC.

By: _____
Mario Artecona
Chief Executive Officer

LEGAL DESCRIPTION

Folio No.: 01-3114-019-0640

Lots 33 and 34, BLOCK 3, HENRY FORD SUBDIVISION NO. 2, according to the Plat thereof, recorded in Plat Book 9 at Page 119, of the Public Records of Miami-Dade County, Florida.