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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(6)

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

DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the execution of the amended and restated County Deed, extending the reverter and restrictions in the 2013 County Deed conveying the property to Habitat for Humanity of Greater Miami, Inc. for development of the Caribbean Palms Affordable Housing Project; authorizing the Chairperson or Vice-Chairperson of the Board to execute Amended and Restated County Deed; authorizing County Mayor to execute Habitat's indemnification and Hold Harmless Agreement for the benefit of the County; and authorizing the County Mayor to take all actions necessary to effectuate the purposes set forth in this resolution including the modification of the existing declaration of restrictions in order to conform herewith; and waiving the requirements of Resolution Nos. R-376-11 and R-333-15

Resolution No. R-832-16

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.

Abigail Price-Williams
County Attorney

APW/smm

/

Memorandum

MIAMI-DADE COUNTY

Date: September 7, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving Execution of an Amended and Restated County Deed Extending the Reverter and Restrictions on Real Property Conveyed to Habitat for Humanity of Greater Miami, Inc. for Construction and Sale of Homes as Affordable Housing in the Caribbean Palms Project

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Recommendation

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

- Authorizing the Chairperson or the Vice-Chairperson of the Board to execute the Amended and Restated County Deed, attached as Exhibit A, extending the reverter and restrictions in the County Deed recorded in 2013 conveying the Property to Habitat for Humanity of Greater Miami, Inc. (Habitat) for the Caribbean Palms affordable housing project; and
- Authorizing the County Mayor or County Mayor's designee to execute with Habitat the Indemnification and Hold Harmless Agreement in substantially the form attached hereto as Exhibit B.
- Authorizing the County Mayor or County Mayor's designee to execute and record other documents necessary to effectuate the purposes set forth in this legislation.

Scope

The approval of this resolution will authorize the Chairperson or the Vice-Chairperson of the Board to execute the Amended and Restated County Deed extending the reverter and restrictions in the County Deed recorded in 2013 conveying the Property to Habitat for the Caribbean Palms affordable housing project. The Caribbean Palms project is located between SW 119th Avenue and SW 120 Ave between SW 203 Street and SW 206 Street in Commission District 9, represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

There is no fiscal impact to the County related to the execution of the Amended and Restated County Deed or Indemnification and Hold Harmless Agreement.

Track Record/Monitor

Michael Liu, Director of the Public Housing and Community Development Department (Department), will monitor all activities associated with this project.

Background

On October 6, 1998, the Board passed Resolution No. R-1158-98 approving the conveyance of a 14.7 acre site located between SW 203 Street on the North, SW 206 Street on the South, SW 120 Avenue on

the West, and SW 119th Avenue on the East to South Miami Heights Community Development Corporation (SMHCDC) for the development of the Caribbean Palms project consisting of 45 single-family affordable homes and a child day care facility. On January 2001, a County deed conveyed the property to SMHCDC and required construction within five (5) years of conveyance. After three (3) extensions of time granted by the Board, the Property remained undeveloped, and SMHCDC subsequently defaulted on its mortgage loan with its lender resulting in a judgment of foreclosure. Pursuant to a settlement agreement between the lender, the County, and Habitat, the Property was sold at a foreclosure sale with Habitat submitting the winning bid.

On July 17, 2008, the Board adopted Resolution No: R-862-08, which directed the County Mayor or the County Mayor's designee to facilitate the transfer of the Property to Habitat subject to the restriction that the Property be developed with 45 affordable single-family housing units and a child day care center together with a three-year automatic reverter in favor of the County. On August 12, 2009, Habitat obtained title to the Property from SMHCDC at a foreclosure sale subject to use restrictions requiring construction of 45 affordable single-family homes and a child day care facility and including a three (3) year reverter.

Subsequently, SMHCDC appealed the foreclosure judgment contesting the transfer of title to Habitat, causing considerable delay. On July 3, 2012, the Board approved Resolution No. R-600-12, authorizing a three-year extension of the reverter on the Property because Habitat was unable to commence development of the Property due to the litigation regarding ownership of the Property. On April 18, 2013, the County executed and recorded a deed to Habitat (County Deed), conveying the Property subject to the restriction that Habitat construct 45 affordable single-family homes and a child day care center on the Property by July 13, 2015 or the Property would revert to the County.

On January 22, 2014, the Board approved Resolution No. R-65-14, removing the requirement to construct a child day care facility on the Property in exchange for the construction of a minimum of four additional affordable single-family homes for a total of 49 single-family homes. The County subsequently executed and recorded a Declaration of Restrictions releasing Habitat from the requirement that it build the child day care center and increasing the number of homes to be built to 49. These revised requirements remained subject to the County's reverter.

To date, Habitat has constructed 45 affordable single-family homes, of which 41 have been sold. Four more homes have been constructed and are ready to be sold. However, title issues related to the County Deed have prevented Habitat from selling these four (4) homes and could cloud the title of the 41 homeowners who already purchased homes. Habitat may encounter similar title problems when Habitat sells the additional four (4) homes to be constructed and sold according to Habitat's prior commitment to the County and the 16 additional homes Habitat plans to build on the Property above and beyond Habitat's commitment.

In order to resolve any title issues that may have arisen but still retain a reverter to ensure the project is completed, it is recommended that the County execute the attached Amended and Restated County Deed in substantially the form attached hereto as Exhibit A, extending the reverter and restrictions on the Property. The project is substantially completed, and Habitat has indicated that construction on the remaining four required homes and ten homes above and beyond the County requirement will be

completed in early 2017. Indeed, Habitat has indicated in a letter attached hereto as Exhibit C that it is in the permitting process for the construction of 16 additional homes on the Property; that it has already selected the families who will purchase those homes; that those families are currently completing their "Sweat Equity" as required by the Habitat program; and that these 16 homes are scheduled to be built and completed in February 2017 as part of Habitat's annual Blitz Build.

Recommended Actions

Because Habitat has an excellent track record of completing projects and selling homes to low-income households, has substantially completed the Caribbean Palms project, and is well-positioned to complete the remaining required four (4) homes in early 2017, the Department recommends that the proposed Amended and Restated County Deed, attached hereto as Exhibit A, be executed and recorded, extending the restrictions and reverter from the Property, and additionally, quitclaiming any remaining County interests in the Property, if any, to Habitat, subject to the reverter. The recording of the Amended and Restated County Deed will resolve the title issues which have delayed Habitat from fulfilling its mission to sell the homes in the Caribbean Palms project to low-income families.

In order to protect the County in the event that a claim is made that the Property reverted to the County on July 13, 2015, Habitat has agreed to execute for the benefit of the County an Indemnification and Hold Harmless Agreement in substantially the form attached hereto as Exhibit B. This agreement requires that Habitat defend the County, pay for the County's defense, and pay for any damages imposed upon the County for any claims or liens that accrued on or relating to the Property after July 13, 2015.

The Department recommends the approval of this item in order to assist Habitat in completing this homeownership project and to enable the County to successfully close the activity with the United States Department of Housing and Urban Development.

Attachments

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

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. 14(A)(6)
9-7-16

RESOLUTION NO. R-832-16

RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDED AND RESTATED COUNTY DEED, EXTENDING THE REVERTER AND RESTRICTIONS IN THE 2013 COUNTY DEED CONVEYING THE PROPERTY TO HABITAT FOR HUMANITY OF GREATER MIAMI, INC. FOR DEVELOPMENT OF THE CARIBBEAN PALMS AFFORDABLE HOUSING PROJECT; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE AMENDED AND RESTATED COUNTY DEED; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE HABITAT'S INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR THE BENEFIT OF THE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE PURPOSES SET FORTH IN THIS RESOLUTION INCLUDING THE MODIFICATION OF THE EXISTING DECLARATION OF RESTRICTIONS IN ORDER TO CONFORM HEREWITH; AND WAIVING THE REQUIREMENTS OF RESOLUTION NOS. R-376-11 AND R-333-15

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 Board ratifies and adopts the matters in the foregoing recital and in the accompanying justification memorandum as if fully set forth herein.

Section 2. The Board approves the Amended and Restated County Deed, attached hereto as Exhibit A, extending the reverter and restrictions on the real property legally described as

Lots 1-16, Block 1, Lots 1-16 Block 2, Lots 1-4 Block 3, Lots 1-9 Block 4, Tract B and Tract C, Caribbean Palms, as recorded in Plat Book 156 at Page 70 of the Public Records of Miami-Dade County, Florida

(the "Property"), which is located between SW 203rd Street on the North, SW 206th Street on the South, SW 120th Avenue on the West and SW 119th Avenue on the East, conveyed to Habitat for Humanity of Greater Miami, Inc. ("Habitat") in 2013 for development of the Caribbean Palms affordable housing project. The Caribbean Palms project is substantially complete, and the Amended and Restated County Deed is needed in order to give Habitat additional time to complete the project, which requires the construction of 49 single-family affordable homes. The Amended and Restated County Deed is also needed to resolve title issues which have arisen as to homes on the Property which Habitat built and seeks to sell or already sold to low-income residents.

Section 3. The Board finds that, in accordance with section 125.38, Florida Statutes, Habitat has submitted an application to the Board, which is attached hereto as Exhibit C and incorporated herein by reference, for execution of the Amended and Restated County Deed in order to develop 49 affordable single-family homes which shall be sold to low-income residents; such use of the Property would promote community interest and welfare; Habitat requires the Property for such use; and the Property is not otherwise needed for County purposes.

Section 4. This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the Amended and Restated County Deed, and in order to protect the County regarding any title issue claims, authorizes the County Mayor or County Mayor's designee to execute the Indemnification and Hold Harmless Agreement with Habitat, in substantially the form attached hereto as Exhibit B and incorporated herein by reference. In this agreement, Habitat agrees to indemnify and hold harmless the County for liabilities or losses relating to the Property after July 13, 2015, the reverter date set forth in the County Deed which conveyed the Property to Habitat.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to take all actions necessary to effectuate the purposes set forth in this resolution, including but not limited to all necessary modifications to the existing Declaration of Restrictions on the Property after approval by the County Attorney's Office, in order to conform to the revisions set forth in the Amended and Restated County Deed. This Board further directs the County Mayor or County Mayor's designee to record the Amended and Restated County Deed and the revised Declaration of Restrictions in the public records of Miami-Dade County, and to provide a recorded copy of the Amended and Restated County Deed, the Declaration of Restrictions as amended, and an executed copy of the Indemnification and Hold Harmless Agreement to the Clerk of the Board within 30 days of their execution, and further directs the Clerk of the Board to attach and permanently store such documents together with this Resolution.

Section 6. This Board directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of this Resolution.

Section 7. This Board hereby waives the requirements of Resolution Nos. R-376-11 and R-333-15 for the reasons set forth in the County Mayor's memorandum.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**aye**	Rebeca Sosa	**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 7th day of September, 2016. 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.

Brenda Kuhns Neuman

EXHIBIT "A"

This Instrument was prepared by:
Brenda Kuhns Neuman
Assistant County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, FL 33128

This Instrument shall be returned to:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Attn: Elva Marin

This Amended and Restated County Deed shall amend and replace the County Deed recorded in the Official Record Book 28588 Pages 3374-3375 of the Public Records of Miami-Dade County, Florida on April 18, 2013.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED is made this day of , 2016 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 NW 1 Street, 29th Floor, Miami, Florida 33128, Attn: County Mayor (also referred to as the "County"), and **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.**, party of the second part or "Habitat", whose address is 3800 NW 22 Avenue, Miami, Florida 33146.

RECITALS

WHEREAS, the real property as more fully described in Exhibit "A" was conveyed to Habitat through that certain County Deed recorded in Official Record Book 28588, Pages 3374-3375 of the Public Records of Miami-Dade County, Florida, on April 18, 2013.

WHEREAS, Habitat has substantially completed the development of affordable housing on the Property and the County has agreed to extend the reverter until July 13, 2020.

WITNESSETH

That the County for and in consideration of the sum of Ten Dollars and 00/100 ($10.00), to it in hand paid by Habitat and other consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain and sell to Habitat, its heirs, successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"), to wit:

Lots 1-16, Block 1, Lots 1-16 Block 2, Lots 1-4 Block 3, Lots 1-9 Block 4,

Tract B and Tract C, Caribbean Palms, as recorded in Plat Book 156 at Page 70 of the Public Records of Miami-Dade County, Florida.

SUBJECT TO 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 49 affordable single-family homes. Habitat shall convey the 49 homes to qualified homebuyers whose household incomes are not greater than 80% of area median income for Miami-Dade County, as reported annually by the United States Department of Housing and Urban Development.

2. That the Property shall be developed as described in Section 1, above, by July 13, 2020, as evidenced by the issuance of a final Certificate of Occupancy on all of the 49 homes.

3. Habitat shall not assign or transfer its interest in the Property or in this Amended and Restated County Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

4. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein, or if Habitat fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Habitat ceases to exist prior to conveyance of the homes to the qualified homebuyers, or if any term of this Amended and Restated County Deed is not complied with, title to the subject Property shall revert to the County, at the option of the County. In the event of such reverter, Habitat shall immediately deed the Property back to the County, and the County shall have the right to immediate possession of such the Property, 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 Property, which right may be exercised by the County in accordance with this Amended and Restated County Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

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 Habitat with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions may be partial for the benefit of each homebuyer who purchases a home on the Property. Such satisfaction, whether partial or full, shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

Furthermore, the County does hereby convey and quitclaim unto Habitat, and its successors in interest, all the right, title, interest, claim or demand of the County, in and to the Property subject to the reverter and restrictions described above. 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.

Signature page to follow

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 or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Jean Monestime, Chairman

Approved for legal sufficiency. _____
Brenda Kuhns Neuman
Assistant County Attorney

The foregoing was authorized by Resolution No. _____approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ___ day of _____, 20___.

Approved and accepted:

HABITAT FOR HUMANITY OF
GREATER MIAMI, INC.

By: _____
Mario Artecona
Chief Executive Officer

EXHIBIT B

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is entered into this _____ day of _____, 201_, by **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.** ("Habitat"), a Florida non-profit corporation, whose address is 3800 NW 22 Ave, Miami, Florida 33146, 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 (the "County").

1. **RECITALS**.

(a) Habitat has applied to the County for the execution of the Amended and Restated County Deed extending the reverter and restrictions on the real property located between SW 203rd Street on the North, SW 206th Street on the South, SW 120th Avenue on the West and SW 119th Avenue on the East, which property is legally described as

> Lots 1-16, Block 1, Lots 1-16 Block 2, Lots 1-4 Block 3, Lots 1-9 Block 4, Tract B and Tract C, Caribbean Palms, as recorded in Plat Book 156 at Page 70 of the Public Records of Miami-Dade County, Florida

(the "Property") to Habitat for $10.00 pursuant to Florida Statutes, Section 125.38, with no reverter.

(b) On April 18, 2013, the County executed and recorded that certain County Deed, recorded in the Public Records of Miami-Dade County at Book 28588, Pages 3374-3375 (the "County Deed"), conveying the Property to Habitat subject to the restriction that Habitat construct 45 affordable single-family homes and a child day care center on the Property by July 13, 2015 or the Property would revert to the County.

(c) On January 22, 2014, the Board approved Resolution No. R-65-14, removing the requirement to construct a child day care facility on the Property in exchange for the construction of a minimum of four additional affordable single-family homes for a total of 49 single-family homes. The County subsequently executed and recorded that certain Declaration of Restrictions in the Public Records of Miami-Dade County at Book 29055, Pages 3371-3374 (the "Declaration of Restrictions"), releasing Habitat from the requirement that it build the child day care center and increasing the number of homes to be built to forty-nine. These revised requirements remained subject to the County's reverter which would take effect automatically if the 49 affordable single-family homes were not completed by July 13, 2015.

(d) Habitat constructed 45 affordable single-family homes required by the County Deed but did not complete the remaining four single-family homes by July 13, 2015.

(e) The County requires as a condition of the execution of the Amended and Restated County Deed that Habitat assume liability and agree to indemnify and hold harmless the County for events that occurred or claims or liens that arose or accrued on or related to Property after July 13, 2015.

(f) The parties now wish to enter into this Agreement in order to set forth the terms and conditions of Habitat's agreement to indemnify and hold harmless the County.

NOW, THEREFORE, in consideration of the Amended and Restated County Deed, the mutual covenants and agreements set forth below, and other consideration the sufficiency of which is hereby acknowledged, Habitat and the County agree as follows:

1. Habitat and the County hereby adopt and ratify the recitals in Section 1 as if fully set forth herein.

2. Habitat and the County assert and acknowledge that the Property did not revert on July 13, 2015 (the "Date of Reverter"), and nothing in this agreement shall be construed to be an admission by either party that the property reverted to the County as of the Date of Reverter. Both parties agree and acknowledge that Habitat has substantially completed the project described in the County Deed and Declaration of Restrictions and has sold homes to low-income families on the Property. However, in order to protect the County from any liability for events that occurred or claims or liens that arose or accrued on or related to Property after the Date of Reverter, Habitat has agreed to indemnify and hold harmless the County.

3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Habitat shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of liens, encumbrances, claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, resulting from, affecting, or imposed upon the County relating in any way to the Property as of or after the Date of Reverter. Habitat shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, demands, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Habitat expressly understands and agrees that any insurance protection which Habitat may have or obtain or otherwise provided by Habitat shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

3. GENERAL PROVISIONS

(a) Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

(b) Waiver. If the County shall waive any provisions of this Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the County shall

thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(c) Notices. All notices from Habitat to the County and the County to Habitat required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO HABITAT: Habitat for Humanity of Greater Miami, Inc.
3800 NW 22 Ave, Miami, Florida 33146
Attention: Mario Artecona, Chief Executive Officer

TO COUNTY: Miami-Dade County
111 N. W. 1st Street, 29th Floor
Miami, Florida 33128
Attn: *County Mayor*

COPY TO: Miami-Dade County
Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Director

COPY TO: Assistant County Attorney
County Attorney's Office
111 N. W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Brenda Kuhns Neuman, Esq.

Such addresses may be changed by written notice to the other party.

(d) 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; but nothing herein shall authorize the assignment hereof by the Habitat.

(e) Review of this Agreement. Each party hereto represents and warrants that they have consulted with their own attorney concerning the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement.

(f) **Waiver of Jury Trial. HABITAT WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY'S CONVEYANCE OF THE PROEPRTY TO HABITAT AND NO WAIVER OF LIMITATION OF THE COUNTY'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND DULY EXECUTED BY THE COUNTY.**

(SIGNATURES ON THE FOLLOWING PAGES)

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

HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a Florida non-profit corporation

By: _____
Name: Mario Artecona
Title: Chief Executive Officer

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing Agreement was sworn to, subscribed and acknowledged before me this 30th day of August, 2016, by Mario Artecona, Chief Executive Officer Habitat for Humanity of Greater Miami, Inc., a Florida non-profit corporation, on behalf of said corporation, who is personally known to me or who produced _____ as identification.

WITNESSETH my hand and official seal in the State and County above, this 30th day of August, 2016.

_____
Notary Public, State of Florida at large

My commission expires: 11/27/2020

Lissette Gomez
Commission # GG17287
Expires: November 27, 2020
Bonded thru Aaron Notary

MIAMI-DADE COUNTY

By:_____
Name: Russell Benford
Title: Deputy Mayor

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____2016, by Russell Benford, as Deputy Mayor on behalf of the County Mayor of Miami-Dade County, a political subdivision of the State of Florida.

Personally Known ☐
Produced Identification ☐ Type of Identification:
☐ *Did* ☐ *Did Not* Take an Oath

_____
NOTARY PUBLIC, STATE OF FLORIDA

AT LARGE

NOTARY STAMP

Habitat for Humanity® of Greater Miami

August 16, 2016

EXHIBIT C

Michael Liu, Director
Miami Dade County
Department of Public Housing and Community Development
701 NW 1st Court, 16th Flr
Miami, FL 33136

Re: Caribbean Palms/Habitat Landings Habitat for Humanity Property

Dear Mr. Liu:

As you are aware, Habitat for Humanity of Greater Miami is a non-profit builder of homes for sale to low income families in our community. To date, Habitat has completed and sold more than 1000 homes in Miami Dade County, every single one of them going to families below 80% of Area Median Income. Many of these properties have been built on land made available to us by Miami-Dade County's Infill program, a partnership of which we are very proud.
I am writing in reference to one of our communities, Caribbean Palms, for which we require the department's assistance in taking an item before the Board of County Commissioners to clear some title issues. A bit of history on the property:

In August 2009, Habitat for Humanity of Greater Miami purchased the property known as Caribbean Palms, a 14.7 acre site in South Miami Heights, in Commission District 9, for 1.2 Million dollars. The property had previously been owned by the South Miami Heights CDC, which had failed to meet commitments with Miami-Dade for constructing low income homes and had defaulted on their financial commitments. Habitat purchased the property at Foreclosure. Because of the CDC's prior commitment to the County, the property had a reverter in the transaction stating that if the property was not developed in a certain amount of time, the property would revert to Miami-Dade County. At the time of purchase, Habitat was comfortable with this reverter as our plans to build were imminent. Habitat began construction of single family homes on the property and to date we have completed construction of 45 homes.

The original plans for Caribbean Palms called for the construction of 45 single family homes and a day care facility. In January of 2014, Habitat went to the Board of County Commissioners with a request to eliminate the requirement for the day care facility (as per the desire of the homeowners). The Board approved the request with the caveat that no less than 4 additional low income housing units would be built. As per the legislation, the new units would be required to be built by the previously approved deadline of July 13, 2015. This is covered under R-65-14. As mentioned, the first 45 units at Caribbean Palms have been built, 41 of them have been closed and are occupied. However, as we set forth to build the additional 4 units on the remaining land, we ran into delays in preparing the land with the necessary infrastructure, as well as platting and subdividing the land to accommodate for the new homes. Instead of just building 4 additional homes, Habitat realized that the remaining property could easily accommodate more homes. So, as part of the platting process, 16 extra homes parcels have been created. This, unfortunately

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extended the time necessary to prepare the lots for construction. Consequently, Habitat failed to meet the deadline for the construction of the four additional units. We would like to correct this dilemma and seek your assistance in bringing an item before the BCC.

We are hereby seeking an extension of time for the construction of the remaining properties at Habitat Landings to July 13, 2020. Although we expect to be completed with all the homes well before that, it would give us a buffer were we to encounter any obstacles or unfavorable market conditions. This will also help to clear up any title issues with the 41 homes sold to low-income homebuyers.

Mr. Liu, you are aware of Habitat's track record and that Habitat takes its commitments very seriously and failure to have met this one in the allotted timeframe was a product of complications and clearing hurdles. With PHCD's assistance, and BCC approval, we can clear these issues up and continue helping deserving families in quality and affordable homes in this vibrant community.

Thank you for your consideration of this issue. We remain available to answer any questions and help facilitate this item through the proper legislative channels.

Sincerely,

Mario Artecona
Chief Executive Office.

Cc: Brenda Neuman, CAO

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