

MEMORANDUM

Agenda Item No. 8(K)(2)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

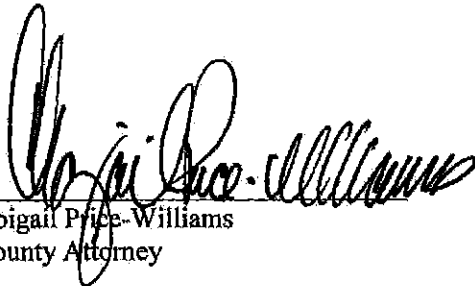
DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution, authorizing the Chairperson or Vice-Chairperson of the Board to execute in accordance with sections 125.379(2) and 125.411, Florida Statutes, amended and restated County Deed to increase the sales prices of homes to be constructed and sold by Habitat for Humanity of Greater Miami, Inc. through the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program") from \$175,000.00 up to the current maximum sales price of \$205,000.00 and to grant additional two-year extension, respectively; and authorizing the County Mayor to execute such instruments that indicate the County's intent to grant additional two-year extensions to a total of 13 Infill Housing Program Developers to allow such developers to continue to develop certain former County-owned properties with single-family homes to be sold to very low-, low- or moderate income households in accordance with the Infill Housing Program, to take all actions necessary to enforce the provisions set forth in the County Deeds, and to provide copies of the recorded County Deeds and the restrictive covenants required by the County Deeds to the Property Appraiser

Resolution No. R-394-20

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Housing, Social Services and Economic Development Committee.


Abigail Price-Williams
County Attorney

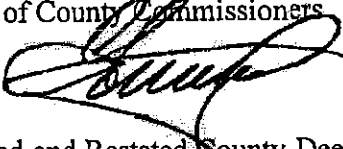
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Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Execution of Amended and Restated County Deeds Related to Properties Conveyed to Habitat for Humanity of Greater Miami, Inc. and the Grant of Extensions to Develop Certain Properties Through the Infill Housing Initiative Program

Recommendation

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

1. Authorize the Chairperson or Vice-Chairperson of the Board to execute an Amended and Restated County Deed, in accordance with sections 125.379(2) and 125.411, Florida Statutes, to increase the sales price of single family homes to be constructed and sold by Habitat for Humanity of Greater Miami, Inc. (Habitat) through the Miami-Dade County Infill Housing Initiative Program (Infill Housing Program) from \$175,000.00 up to the current maximum sales price of \$205,000.00,
2. Authorize the Chairperson or Vice-Chairperson of the Board to execute an Amended and Restated County Deed, in accordance with sections 125.379(2) and 125.411, Florida Statutes, to grant additional two-year extensions to allow Habitat to continue to develop 54 former County-owned properties with single-family homes to be sold to very low-, low- or moderate income households in accordance with the Infill Housing Program;
3. Authorize the County Mayor or the County Mayor's designee to execute such instruments, subject to the approval of the County Attorney's Office, that indicate the County's intent to grant additional two-year extensions to a total of 13 Infill Housing Program developers identified below to allow such developers to continue to develop certain former County-owned properties with single-family homes to be sold to very low-, low- or moderate income households in accordance with the Infill Housing Program; and
4. Authorize the County Mayor or the County Mayor's designee to take all necessary actions to enforce the provisions set forth each of the deeds, including, but not limited to, exercising the County's reversionary interest and such other rights that have not been reserved by the Board.

Scope

The properties where the homes will be built are located in District 1 represented by Commissioner Barbara J. Jordan, District 2 represented by Commissioner Jean Monestime, District 3 represented by Chairwoman Audrey M. Edmonson, and District 9 represented by Commissioner Dennis C.

Moss. However, once the homes are built they will be available for purchase by eligible households regardless of where they live.

Fiscal Impact/Funding Source

There is no fiscal impact to the County since development costs are borne by the Infill Housing Program developers. However, there would be a fiscal impact to the County if the Infill Housing Program developers are unable to develop the properties and the properties revert back or are returned to the County. The County would then be responsible for monitoring and maintaining the vacant properties at an estimated annual cost of \$54,772.00.

Track Record/Monitor

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

Background

The Board created the Infill Housing Program upon the adoption of Ordinance No. 17-8, as amended and codified in Chapter 17, Article VII of the Code of Miami-Dade County (Code). In addition to the Code, the Infill Housing Program is governed by Implementing Order No. 3-44, as amended, which also incorporates the Infill Housing Program Guidelines. Through the Infill Housing Program private developers build single family homes on County-owned properties that have been declared surplus or on private properties that are brought into the program. Once the homes are built, they are sold to eligible homebuyers.

Habitat has requested in a letter dated December 16, 2019, a copy of which is attached hereto as Exhibit 1, that the County permit them to increase the sales price from \$175,000.00 up to the current maximum sales price of \$205,000.00 for single family homes they intend to build on properties that were conveyed to them by the County, as more fully described in Exhibit A attached to the Amended and Restated County Deed (Attachment A of the resolution), for 13 homes that they intend to build on properties that were previously conveyed to Habitat by the County. According to Habitat, they have encountered a dramatic increase in construction costs, along with changes to the zoning code in the Gould's area, which has forced a redesign of those homes at an additional cost. PHCD recommends that the Board permit Habitat to increase the maximum sales price for single family homes to be developed and sold by Habitat through the Infill Program from \$175,000.00 up to the current maximum sales price of \$205,000.00. In order to accomplish this, the prior County Deed, which has been recorded in the public records, must be amended.


In addition, PHCD recommends that the Board authorize the County Mayor or the County Mayor's designee to grant extensions to the following Infill Housing Program developers in order to extend the time for each of them to develop their respective properties, which are more fully described in Exhibit 2 attached hereto, with housing in accordance with the Infill Housing Program:

1. 34 Ways Foundation, which received a total of three properties pursuant to Resolution No. R-141-18;
2. Affordable Housing and Community Development, Inc., which received a total of five properties pursuant to Resolution No. R-495-18;

3. CAZO Construction Corp., which received a total of 26 properties pursuant to Resolution No. R-556-17;
4. Collective Developers, LLC, which receive a total of 26 properties pursuant to Resolution Nos. R-869-16 and R-556-17;
5. ECOTECH Visions Foundation, Inc., which received a total of three properties pursuant to Resolution No. R-139-18;
6. Housing Programs, Inc., which received a total 17 properties pursuant to Resolution Nos. R-787-12, R-191-16, R-556-17, and R-1214-18;
7. J. L. Brown Development Corporation, which received a total of four properties pursuant to Resolution No. R-618-18;
8. Little Haiti Housing Association, Inc. d/b/a Haitian American Community Development Corp., which received one property pursuant to Resolution No. R-556-17;
9. Miami-Dade Affordable Housing Foundation, Inc., which received a total of four properties pursuant to Resolution Nos. R-980-15, and R-556-17;
10. NANA & CRC Affordable Housing, LLC, which received a total of 34 properties pursuant to Resolution Nos. R-958-16, and R-556-17;
11. Palmetto Homes of Miami, Inc., which received a total of two properties pursuant to Resolution No. R- 556-17;
12. Soaring To Achieve Results Systematically Development Center, Inc., which received a total of five properties pursuant to Resolution Nos. R-538-14 and R-556-17, and
13. Women In Need of Destiny, Inc., which received a total of three properties pursuant to Resolution Nos. R-1005-14 and R-556-17.

In accordance with the Code, Implementing Order No. 3-44 and the before-mentioned resolutions, the Board, in its sole discretion, may grant extensions beyond the prescribed two-year period. PHCD believes it is in the County's best interest for the Board to grant additional two-year extensions for the before-mentioned developers to construct, complete, and sell the homes to qualified homebuyers. PHCD, has received periodic progress reports from these developers, who have demonstrated to PHCD's satisfaction, that they have experienced delays in completing the constructions of the homes. These delays include, but are not limited to, lengthy approvals during the permitting process, additional municipal requirements beyond those required by Florida Building Code, water and sewer plan reviews, lateral connections, obtaining approvals from the health department for septic tanks, platting variances, and Florida Power and Light connections. Upon the approval of the accompanying resolution the County Mayor or the County Mayor's designee, as required by the County Deeds, will execute the appropriate instrument that indicates the County's intent to grant such extensions

Attachments



Maurice L. Kemp, Deputy Mayor

EXHIBIT 1



building houses in partnership with God's people in need

December 16, 2019

*Mr. Michael Liu
Miami-Dade Public Housing and Community Development
Overtown Transit Village North
701 NW First Court, 16th Floor
Miami, Florida 33136-3914*

Dear Mr. Liu:

I hope that this letter finds you well. Thank you for your continued support of Habitat through the infill program.

I am writing to request assistance on a matter dealing with the price of our homes. As you know, Habitat has been selling homes under a self-cap of 175K, well below the infill program cap. It is our intent to continue to sell homes below the cap. However, recently Habitat (and all builders) has encountered a dramatic increase in construction costs. In addition, a great number of the homes we requested in Gould's are subject to a new zoning code, which has forced us to redesign all our homes there, at a great cost. The new zoning code places requirements such as interior courtyards and other design features, which, again, have increased our costs dramatically.

Habitat is requesting to lift the voluntary cap on sale price for some of our properties to the infill-allowed price of \$205K. **Please keep in mind that we still hope to and expect to sell the homes at well below that, but we need the flex room to work with the banks and appraisers.**

The properties we would retroactively need to do this are below (and attached)

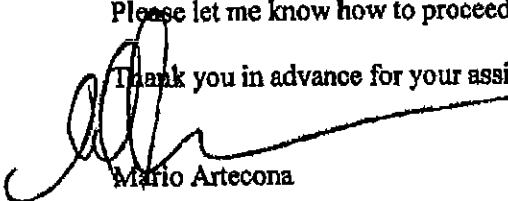
01-311-4035-2670
30-5031-013-0840
30-6912-004-1070
30-6912-004-0490
30-6912-004-0460
30-6912-004-0290
30-6912-004-0240
30-6912-224-0325

30-6912-005-0050
30-6912-005-0100
30-6812-004-0330
30-6912-004-0335
30-6912-007-0070

Recently acquired properties already reflect the 205K cap. We are simply trying to include these in that price range to losses the impact on the Habitat affiliate.

Please let me know how to proceed and we can act accordingly.

Thank you in advance for your assistance



Mario Artecona

Chief Executive Officer

EXHIBIT 2

Count	Developer	Address	Lot Size	District	Lot Type	FOLIOS
1	34 WAYS FOUNDATION, INC.	1745 NW 151 ST	5,000	1	C	34-2115-006-1150
2	34 WAYS FOUNDATION, INC.	19365 NW 45 AVE	13,068	1	C	34-2105-014-0930
3	34 WAYS FOUNDATION, INC.	2121 Rutland ST	5,000	1	C	08-2122-005-0600
4	AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT, INC.	1928 NW 67 ST	4,500	3	C	30-3115-021-0270
5	AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT, INC.	835 NW 64 ST	5,300	3	C	01-3114-036-1650
6	AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT, INC.	12355 SW 220 ST	7,050	9	C	30-6912-008-0024
7	AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT, INC.	12119 SW 215 ST	10,700	9	C	30-6912-008-1370
8	AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT, INC.	22132 SW 115 CT	10,010	9	C	30-6018-001-0430
9	CAZO CONSTRUCTION, CORP.	3910 NW 23 AVE	7,565	3	C	30-3122-008-1880
10	CAZO CONSTRUCTION, CORP.	10334 SW 172 ST	5,550	9	C	30-5032-010-0111
11	CAZO CONSTRUCTION, CORP.	5011 NW 23 AVE	4,360	3	C	30-3122-021-0500
12	CAZO CONSTRUCTION, CORP.	10221 SW 178 ST	4,000	9	C	30-5032-000-0420
13	CAZO CONSTRUCTION, CORP.	10210 SW 183 ST	5,800	9	C	30-5032-015-0220
14	CAZO CONSTRUCTION, CORP.	10910 SW 212 ST	7,200	9	C	30-6912-004-0170
15	CAZO CONSTRUCTION, CORP.	11987 SW 218 ST	7,000	9	C	30-6912-004-0960
16	CAZO CONSTRUCTION, CORP.	22225 SW 119 AVE	5,223	9	C	30-6913-001-0461
17	CAZO CONSTRUCTION, CORP.	1748 NW 94 ST	4,200	2	C	30-3103-018-0430
18	CAZO CONSTRUCTION, CORP.	10365 SW 178 ST	11,500	9	C	30-5032-000-0590
19	CAZO CONSTRUCTION, CORP.	13101 SW 232 PL	6,250	9	C	30-6913-011-2400
20	CAZO CONSTRUCTION, CORP.	23102 SW 122 PL	6,250	9	C	30-6913-011-2410
21	CAZO CONSTRUCTION, CORP.	23103 SW 122 PL	6,250	9	C	30-6913-011-2420
22	CAZO CONSTRUCTION, CORP.	3100 NW 53 ST	4,359	3	C	30-3121-016-0120
23	CAZO CONSTRUCTION, CORP.	21765 SW 111 AVE	7,500	9	C	30-6018-003-0550
24	CAZO CONSTRUCTION, CORP.	11085 SW 219 ST	10,900	9	C	30-6018-003-0970
25	CAZO CONSTRUCTION, CORP.	10760 SW 217 ST	10,647	9	C	30-6018-004-0310
26	CAZO CONSTRUCTION, CORP.	12077 SW 213 ST	5,400	9	C	30-6912-008-1640
27	CAZO CONSTRUCTION, CORP.	21849 SW 118 CT	7,500	9	C	30-6913-002-0070
28	CAZO CONSTRUCTION, CORP.	21915 SW 118 CT	7,500	9	C	30-6913-002-0100
29	CAZO CONSTRUCTION, CORP.	11841 SW 220 ST	7,500	9	C	30-6913-002-0130
30	CAZO CONSTRUCTION, CORP.	26405 SW 139 AVE	12,335	9	C	30-6934-003-0630
31	CAZO CONSTRUCTION, CORP.	2610 NW 106 ST	8,302	2	C	30-2134-000-0350

Count	Developer	Address	Lot Size	District	Lot Type	FOLIOS
32	CAZO CONSTRUCTION, CORP.	2010 NW 99 TER	7,000	2	C	30-3103-019-0530
33	CAZO CONSTRUCTION, CORP.	3095 NW 29 ST	6,900	2	C	30-3128-011-2240
34	CAZO CONSTRUCTION, CORP.	2020 NW 99 TERR	7,000	2	CS	30-3103-019-0540
35	COLLECTIVE DEVELOPERS, LLC	2632 NW 49 TERR	3,150	3	C	30-3122-015-0060
36	COLLECTIVE DEVELOPERS, LLC	2601 NW 48 ST	11,130	3	C	30-3122-060-0020
37	COLLECTIVE DEVELOPERS, LLC	2642 NW 49 ST	3,150	3	C	30-3122-015-0050
38	COLLECTIVE DEVELOPERS, LLC	2622 NW 49 ST	2,510	3	C	30-3122-015-0070
39	COLLECTIVE DEVELOPERS, LLC	2621 NW 48 ST	2,544	3	C	30-3122-015-0110
40	COLLECTIVE DEVELOPERS, LLC	2641 NW 48 ST	6,300	3	C	30-3122-015-0120
41	COLLECTIVE DEVELOPERS, LLC	2600 NW 48 TER	11,025	3	C	30-3122-060-0010
42	COLLECTIVE DEVELOPERS, LLC	2948 NW 45 ST	4,959	3	C	30-3121-026-0700
43	COLLECTIVE DEVELOPERS, LLC	4420 NW 30 AVE	6,032	3	C	30-3121-028-0340
44	COLLECTIVE DEVELOPERS, LLC	1854 NW 63 ST	7,200	3	C	30-3115-005-3760
45	COLLECTIVE DEVELOPERS, LLC	1824 NW 68 TERR	7,200	3	C	30-3115-005-5610
46	COLLECTIVE DEVELOPERS, LLC	4615 NW 31 CT	7,200	3	C	30-3121-000-0290
47	COLLECTIVE DEVELOPERS, LLC	596 NW 101 ST	5,504	3	C	30-3101-013-0440
48	COLLECTIVE DEVELOPERS, LLC	6340 NW 19 AVE	7,500	3	C	30-3115-000-0100
49	COLLECTIVE DEVELOPERS, LLC	6230 NW 19 AVE	15,000	3	C	30-3115-000-0300
50	COLLECTIVE DEVELOPERS, LLC	3759 NW 23 CT	5,834	3	C	01-3122-008-1800
51	COLLECTIVE DEVELOPERS, LLC	1529 NW 38 ST	5,840	3	C	01-3123-018-0120
52	COLLECTIVE DEVELOPERS, LLC	600 NW 69 ST	8,000	3	C	01-3113-024-1730
53	COLLECTIVE DEVELOPERS, LLC	174 NW 57 ST	6,800	3	C	01-3113-060-0660
54	COLLECTIVE DEVELOPERS, LLC	1075 NW 48 ST	5,000	3	C	01-3123-011-0740
55	COLLECTIVE DEVELOPERS, LLC	1221 NW 53 ST	8,960	3	C	01-3123-012-0210
56	COLLECTIVE DEVELOPERS, LLC	625 NE 70 ST	5,400	3	C	01-3218-007-0030
57	COLLECTIVE DEVELOPERS, LLC	2381 NW 56 ST	6,556	3	C	30-3115-040-0301
58	COLLECTIVE DEVELOPERS, LLC	7663 NW 14 PL	6,642	3	C	30-3111-031-1070
59	COLLECTIVE DEVELOPERS, LLC	1528 NW 39 ST	6,750	3	C	01-3123-038-0500
60	COLLECTIVE DEVELOPERS, LLC	524 NW 53 ST	12,029	3	C	01-3124-013-2550
61	ECOTECH VISIONS FOUNDATION, INC.	2481 NW 152 ST	6,000	1	C	34-2115-007-1260
62	ECOTECH VISIONS FOUNDATION, INC.	15800 NW 37 AVE	8,560	1	C	34-2117-004-4310
63	ECOTECH VISIONS FOUNDATION, INC.	2090 ALI BABA AVE	15,625	1	C	08-2122-003-2100
64	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10465 SW 172 ST	4,043	9	C	30-5032-013-0840
65	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10254 SW 178 ST	11,138	9	C	30-5032-000-0930
66	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10655 SW 178TH ST	12,698	9	C	30-5032-012-0190

Count	Developer	Address	Lot Size	District	Lot Type	FOLIOS
67	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10241 SW 179 ST	4,875	9	C	30-5032-000-0820
68	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12035 SW 218 ST	7,100	9	C	30-6912-008-0990
69	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12041 SW 218 ST	7,100	9	C	30-6912-008-1040
70	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	21445 SW 120 AVE	6,240	9	C	30-6912-004-0490
71	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	21301 SW 120 AVE	6,240	9	C	30-6912-004-0240
72	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	21365 SW 120 AVE	6,240	9	C	30-6912-004-0290
73	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	21405+ SW 120 AVE	6,240	9	C	30-6912-004-0460
74	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11950 SW 217 ST	7,350	9	C	30-6912-004-1070
75	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11975 SW 216 ST	7,200	9	C	30-6912-005-0100
76	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11959 SW 214 ST	7,200	9	C	30-6912-004-0325
77	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11930 SW 215 ST	7,200	9	C	30-6912-005-0050
78	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11955 SW 214 ST	7,200	9	C	30-6912-004-0330
79	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11931 SW 214 ST	7,200	9	C	30-6912-004-0335
80	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12010 SW 218 ST	7,050	9	C	30-6912-007-0070
81	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1513 NW 58 TER	5,300	3	C	01-3114-035-2670
82	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1727 NW 68 ST	5,400	3	C	30-3115-005-1260
83	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1911 NW 67 ST	4,500	3	C	30-3115-021-0220
84	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11095 SW 219 ST	8,750	9	C	30-6018-003-0960
85	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10915 SW 220 ST	7,950	9	C	30-6018-003-1100
86	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12200 SW 218 ST	7,050	9	C	30-6912-008-0640
87	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12085 SW 213 ST	5,400	9	C	30-6912-008-1660
88	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12233 SW 218 ST	7,100	9	C	30-6913-005-0250
89	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10700 SW 218 ST	10,696	9	C	30-6018-004-0490
90	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12050 SW 213 ST	10,700	9	C	30-6912-008-1550
91	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	12095 SW 213 ST	11,772	9	C	30-6912-008-1594
92	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11020 SW 219 ST	9,200	9	C	30-6018-003-1420
93	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	22322 SW 116 AVE	11,948	9	C	30-6018-001-0190
94	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	22245 SW 116 AVE	10,053	9	C	30-6018-001-0380
95	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10221 SW 184 ST	5,200	9	C	30-5032-015-0080
96	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	22030 SW 122 AVE	6,250	9	C	30-6913-000-0480
97	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	21845 SW 118 ST	7,500	9	C	30-6913-002-0060
98	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	21899 SW 118 CT	7,500	9	C	30-6913-002-0080
99	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11871 SW 220 ST	7,500	9	C	30-6913-002-0370
100	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1657 NW 73 ST	7,000	3	C	30-3111-038-0610
101	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	3031 NW 51 TERR	4,600	3	C	30-3121-037-0390

Count	Developer	Address	Lot Size	District	Lot Type	FOLIOS
102	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2310 NW 55 TER	4,240	3	C	30-3115-040-0580
103	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2120 NW 44 ST	5,450	3	C	30-3122-016-0440
104	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	6320 NW 19 CT	4,900	3	C	30-3115-010-0010
105	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2167 NW 60 ST	6,345	3	C	30-3115-027-0460
106	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	4624 NW 31 CT	3,600	3	C	30-3121-000-0440
107	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2121 NW 47 ST	4,360	3	C	30-3122-026-1000
108	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1024 NW 60 ST	6,206	3	C	01-3114-012-0550
109	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	3127 NW 52 ST	5,680	3	C	30-3121-016-0150
110	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	5114 NW 32 AVE	4,840	3	C	30-3121-034-1320
111	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	933 NW 69 ST	7,150	3	C	01-3114-019-1000
112	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1232 NW 75 ST	7,150	3	C	30-3111-032-0030
113	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1300 NW 77 ST	12,100	3	C	30-3111-027-0221
114	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	11937 SW 218 ST	3,675	9	CC	30-6912-004-0980
115	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2403 NW 55 ST	2,880	3	CC	30-3115-042-0010
116	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10475 SW 172 ST	4,043	9	CS	30-5032-013-0845
117	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2475 NW 57 ST	6,420	3	CS	30-3115-028-0035
118	HOUSING PROGRAMS, INC.	3021 NW 93 ST	7,000	2	C	30-3104-003-3701
119	HOUSING PROGRAMS, INC.	9010 NW 21 AVE	4,000	2	C	30-3103-023-0110
120	HOUSING PROGRAMS, INC.	1401 NW 70 ST	8,098	3	C	01-3114-017-0100
121	HOUSING PROGRAMS, INC.	15730 BUNCHE DR	9,225	1	C	34-2115-003-6650
122	HOUSING PROGRAMS, INC.	4230 NW 178 TER	9,855	1	C	34-2108-010-3540
123	HOUSING PROGRAMS, INC.	5100 NW 15 AVE	4,840	3	C	01-3123-014-0850
124	HOUSING PROGRAMS, INC.	7724 NW 3 AVE	4,500	3	C	01-3112-033-0030
125	HOUSING PROGRAMS, INC.	6809 NW 6 CT	4,000	3	C	01-3113-024-1600
126	HOUSING PROGRAMS, INC.	1730 NW 47 ST	4,796	3	C	01-3122-014-0080
127	HOUSING PROGRAMS, INC.	1602 NW 41 ST	5,000	3	C	01-3123-038-0070
128	HOUSING PROGRAMS, INC.	6901 NW 3 AVE	6,250	3	C	01-3113-023-0342
129	HOUSING PROGRAMS, INC.	1090 NW 65 ST	6,352	3	C	01-3114-036-1800
130	HOUSING PROGRAMS, INC.	1261 NW 69 ST	5,400	3	C	01-3114-020-0800
131	HOUSING PROGRAMS, INC.	7620 NW 3 AVE	8,260	3	C	01-3112-046-0330
132	HOUSING PROGRAMS, INC.	1312 NW 71 ST	5,450	3	C	01-3114-016-0110
133	HOUSING PROGRAMS, INC.	276 NE 78 ST	6,200	3	C	01-3207-042-0200
134	HOUSING PROGRAMS, INC.	923 NW 62 ST	5,850	3	CA	01-3114-036-0280
135	J. L. BROWN DEVELOPMENT, INC.	22170 SW 122 CT	14,157	9	C	30-6913-000-0521
136	J. L. BROWN DEVELOPMENT, INC.	10700 SW 151 ST	9,240	9	C	30-5019-003-1150

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Count	Developer	Address	Lot Size	District	Lot Type	FOLIOS
137	J. L. BROWN DEVELOPMENT, INC.	14210 Madison ST	7,810	9	C	30-5019-001-6670
138	J. L. BROWN DEVELOPMENT, INC.	11251 SW 216 ST	9,375	9	C	30-6007-000-0141
139	LITTLE HAITI HOUSING ASSOCIATION, INC.	11204 NW 15 CT	7,500	2	C	30-2135-022-0170
140	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	720 NW 133 ST	8,031	2	C	06-2126-020-0270
141	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	981 NW 109 ST	13,205	2	C	30-2135-002-1470
142	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	1167 NW 113 TER	7,950	2	C	30-2135-010-0290
143	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	845 NW 111 ST	9,750	2	C	30-2135-002-1100
144	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1541 NW 67 ST	3,400	3	C	01-3114-018-0090
145	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1580 NW 69 ST	3,600	3	C	01-3114-018-1180
146	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1784 NW 63 ST	3,600	3	C	30-3115-005-2920
147	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1477~ NW 73 ST	3,508	3	C	30-3111-038-0210
148	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	6235 NW 20 AVE	3,500	3	C	30-3115-010-0180
149	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1818 NW 63 ST	3,600	3	C	30-3115-005-3800
150	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1714~ NW 66 ST	3,600	3	C	30-3115-005-2110
151	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1723~ NW 64 ST	3,600	3	C	30-3115-005-2411
152	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1724 NW 63 ST	3,600	3	C	30-3115-005-2970
153	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1822 NW 63 ST	3,600	3	C	30-3115-005-3780
154	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1876 NW 68 ST	3,600	3	C	30-3115-005-5250
155	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1854 NW 68 TER	3,600	3	C	30-3115-005-5590
156	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	4400~ NW 31 CT	3,600	3	C	30-3121-000-0050
157	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1744 NW 44 ST	4,928	3	C	01-3122-047-0060
158	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1886 NW 50	4,796	3	C	01-3122-014-0481
159	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	137 NE 60 ST	4,500	3	C	01-3113-051-0100
160	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1871 NW 41 ST	4,440	3	C	01-3122-035-0871
161	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	4401 NW 32 AVE	3,960	3	C	30-3121-033-0430
162	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1740~ NW 62 TER	3,640	3	C	30-3115-005-3270
163	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1781 NW 68 TER	3,600	3	C	30-3115-005-1070
164	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	4230 NW 31 AVE	4,400	3	C	30-3121-033-0760
165	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	7250~ NW 16 AVE	5,000	3	C	30-3111-023-0260
166	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1021 NW 76 ST	5,500	3	C	30-3111-035-1250
167	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	5032 NW 24 AVE	4,738	3	C	30-3122-000-0071
168	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	5532 NW 6 AVE	4,250	3	C	01-3113-042-1250
169	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	1866 NW 47 TER	4,796	3	C	01-3122-014-1180
170	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	294 NE 58 ST	5,000	3	C	01-3113-065-1170
171	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	152 NW 58 ST	6,500	3	CA	01-3113-060-0270

Count	Developer	Address	Lot Size	District	Lot Type	FOLIOS
172	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	8120 NE 1 AVE	6,659	3	CA	01-3112-012-0450
173	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	8211 NE MIAMI CT	6,659	3	CA	01-3112-013-0170
174	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	8294 NE MIAMI CT	6,292	3	CA	01-3112-013-0510
175	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	4730 NW 31 CT	7,200	3	CA	30-3121-000-0400
176	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	2355 NW 64 ST	8,160	3	CA	30-3115-018-0640
177	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.	128 NW 60 ST	9,650	3	CA	01-3113-051-0020
178	PALMETTO HOMES OF MIAMI, INC.	826 NW 98 ST	14,500	2	C	30-3102-013-0850
179	PALMETTO HOMES OF MIAMI, INC.	707 NW 95 TER	7,000	2	C	30-3102-013-0110
180	SOARING TO ACHIEVE RESULTS SYS. DEV. CTR, INC.	1157 NW 106 ST	5,200	2	C	30-2135-020-0130
181	SOARING TO ACHIEVE RESULTS SYS. DEV. CTR, INC.	2347 NW 103 ST	7,650	2	C	30-2134-012-0850
182	SOARING TO ACHIEVE RESULTS SYS. DEV. CTR, INC.	1832 NW 112 ST	5,300	2	C	30-2134-011-1680
183	SOARING TO ACHIEVE RESULTS SYS. DEV. CTR, INC.	1428 NW 99 ST	9,996	2	C	30-3102-010-0630
184	SOARING TO ACHIEVE RESULTS SYS. DEV. CTR, INC.	1907 NW 95 ST	6,875	2	C	30-3103-019-1090
185	WOMEN IN NEED OF DESTINY, INC.(WIND)	16301 NW 37 CT	6,420	1	C	34-2117-004-4020
186	WOMEN IN NEED OF DESTINY, INC.(WIND)	1935 NW 155 ST	4,950	1	C	34-2115-005-0050
187	WOMEN IN NEED OF DESTINY, INC.(WIND)	15695 NW 38 CT	9,600	1	C	34-2117-004-3090

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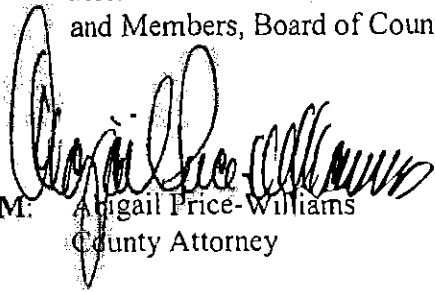


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: 
Angail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(K)(2)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(2)
5-5-20

RESOLUTION NO. R-394-20

RESOLUTION, AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE IN ACCORDANCE WITH SECTIONS 125.379(2) AND 125.411, FLORIDA STATUTES, AMENDED AND RESTATED COUNTY DEED TO INCREASE THE SALES PRICES OF HOMES TO BE CONSTRUCTED AND SOLD BY HABITAT FOR HUMANITY OF GREATER MIAMI, INC. THROUGH THE MIAMI-DADE COUNTY INFILL HOUSING INITIATIVE PROGRAM ("INFILL HOUSING PROGRAM") FROM \$175,000.00 UP TO THE CURRENT MAXIMUM SALES PRICE OF \$205,000.00 AND TO GRANT ADDITIONAL TWO-YEAR EXTENSION, RESPECTIVELY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH INSTRUMENTS THAT INDICATE THE COUNTY'S INTENT TO GRANT ADDITIONAL TWO-YEAR EXTENSIONS TO A TOTAL OF 13 INFILL HOUSING PROGRAM DEVELOPERS TO ALLOW SUCH DEVELOPERS TO CONTINUE TO DEVELOP CERTAIN FORMER COUNTY-OWNED PROPERTIES WITH SINGLE-FAMILY HOMES TO BE SOLD TO VERY LOW-, LOW- OR MODERATE INCOME HOUSEHOLDS IN ACCORDANCE WITH THE INFILL HOUSING PROGRAM, TO TAKE ALL ACTIONS NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN THE COUNTY DEEDS, AND TO PROVIDE COPIES OF THE RECORDED COUNTY DEEDS AND THE RESTRICTIVE COVENANTS REQUIRED BY THE COUNTY DEEDS TO THE PROPERTY APPRAISER

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 recital is incorporated in this resolution and is approved.

Section 2. Pursuant to sections 125.379(2) and 125.411, Florida Statutes, this Board

authorizes the Chairperson or Vice-Chairperson to execute the Amended and Restated County Deed, in substantially the form attached hereto and made a part hereof as Attachment "A," to increase the sales prices of homes to be constructed and sold by Habitat for Humanity of Greater Miami, Inc. ("Habitat for Humanity") through the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program") from \$175,000.00 up to the current maximum sales price of \$205,000.00. Additionally, this Board authorizes the Chairperson or the Vice-Chairperson to execute the Amended and Restated County Deed, in substantially the form attached hereto and made a part hereof as Attachment "B," to grant additional two-year extensions to Habitat for Humanity to develop and sell 54 former County-owned properties with single-family homes in accordance with the Infill Housing Program.

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to execute such instruments, subject to the approval of the County Attorney's Office, that indicate the County's intent to grant additional two-year extensions to a total of 13 Infill Housing Program developers, including: 34 Ways Foundation, Affordable Housing and Community Development, Inc., CAZO Construction Corp., Collective Developers, LLC, Collective Developers, LLC, ECOTECH Visions Foundation, Inc., Housing Programs, Inc., J. L. Brown Development Corporation, Little Haiti Housing Association, Inc. d/b/a Haitian American Community Development Corp., Miami-Dade Affordable Housing Foundation, Inc., NANA & CRC Affordable Housing, LLC, Palmetto Homes of Miami, Inc., Soaring To Achieve Results Systematically Development Center, Inc., and Women In Need of Destiny, Inc. (collectively referred to as the "Developers") to allow the Developers to continue to develop certain former County-owned properties ("Properties"), which are more fully described in Exhibit 2 of the

accompanying memorandum, with single-family homes to be sold to very low-, low- or moderate income households in accordance with the Infill Housing Program.

Section 4. This Board further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to effectuate the conveyance, to exercise all rights, other than those reserved to this Board therein, as set forth in the Amended and Restated County Deed approved herein and the prior County Deeds approved by various resolutions of this Board (collectively referred to as the "County Deeds"), including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event the County Mayor or the County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or the County Mayor's designee shall execute and record instruments approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide copies of such instruments to the County Property Appraiser. This Board further authorizes the County Mayor or the County Mayor's designee to receive on behalf of the County from Habitat for Humanity and the Developers, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Program Guidelines, deeds which convey any or all of the Properties back to the County in the event Habitat for Humanity and the Developers are unable or fail to comply with the deed restrictions set forth in the County Deeds. Upon the receipt of such deeds from Habitat for Humanity and the Developers, the County Mayor or the County Mayor's designee shall record such deeds in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the two years to complete the construction of the affordable housing units contemplated herein shall be subject to this Board's approval.

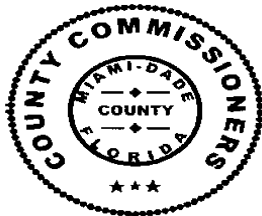
Section 5. This Board directs the County Mayor or the County Mayor's designee to (i) provide copies of the recorded deeds and the restrictive covenants required by the deeds to the Property Appraiser; and (ii) to appoint staff to monitor compliance with the terms of the conveyance.

Section 6. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the 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. This 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 **Audrey M. Edmonson** who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Audrey M. Edmonson, Chairwoman	aye	
	Rebeca Sosa, Vice Chairwoman	aye	
Esteban L. Bovo, Jr.	absent	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. 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: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "TAS", is written over a horizontal line.

Terrence A. Smith

ATTACHMENT A

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

Folio Nos: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 30817 Pages 4997-5003 of the Public Records of Miami-Dade County on January 5, 2018 and Official Record Book 30741 Pages 3471-3477 of the Public Records of Miami-Dade County on November 2, 2017 and Amended and Restated County Deed recorded in Official Record Book 30575 Pages 1468-1475 of the Public Records of Miami-Dade County on June 15, 2017.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this ___ day of _____, 2020 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 30817 Pages 4997-5003 of the Public Records of Miami-Dade County on January 5, 2018 and Official Record Book 30741 Pages 3471-3477 of the Public Records of Miami-Dade County on November 2, 2017 and that certain Amended and Restated County Deed recorded in Official Record Book 30575 Pages 1468-1475 of the Public Records of Miami-Dade County on June 15, 2017; and

WHEREAS, the Miami-Dade Board of County Commissioners adopted Resolution No. R-145-17, which approved a revised maximum sales cap from \$175,000.00 to \$205,000.00 for the Miami-Dade Infill Housing Initiative Program; and

WHEREAS, the Developer has applied for an increase in the sales price caps for the completion of development of the affordable housing on the Properties and the County has agreed to increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Developer and the County have agreed to amend the County Deed to reflect the new maximum sales price,

WITNESSETH:

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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 by Developer with affordable housing ("Dwelling Units"), 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. Developer shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as 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 two (2) years 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 Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Developer must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee 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 Developer must complete the Dwelling Units. 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 two (2) years 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 Dwelling Units developed on the Properties shall be sold to 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 the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event

Developer fails to sell the Dwelling Units to qualified households or sells the Dwelling Units above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, 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"), 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 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. Developer shall require that the qualified households purchasing the Dwelling Units execute and record simultaneously with the deed of conveyance from 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 Properties 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 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 pendens, 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 paragraph 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, the Properties cease to be used solely for the purpose set forth in paragraph 1 herein by Developer, or if Developer fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Developer fails to remedy the default within thirty (30) days, title to the 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, Developer shall immediately deed the 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 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 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: _____
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2020.

IN WITNESS WHEREOF, the representative HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a Florida not-for-profit 501 (c) (3) corporation, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2020, and it is hereby approved and accepted.

Yolanda Henderson
Witness/Attest
Print Name: Yolanda Henderson

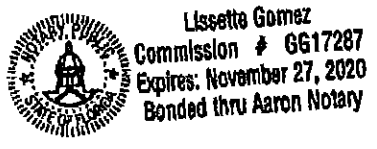
By: [Signature]
Name: MARIO ARTECUNA
Title: -CEO-

[Signature]
Witness/Attest
Print Name: Francela V. Cajina

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of January, 2020, by MARIO ARTECUNA, as CEO HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a Florida not-for-profit 501 (c) (3) corporation, and s/he has produced as identification or is personally known to me.

(SEAL) [Signature]
Lissette Gomez
Notary of- State of Florida
Commission Number: 6617287



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 Nos: See Exhibit "B" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 30645 Pages 1625-1631 of the Public Records of Miami-Dade County on August 8, 2017 and Official Record Book 31015 Pages 1756-1763 of the Public Records of Miami-Dade County on June 15, 2018 and Official Record Book 31200 Pages 3916-3923 of the Public Records of Miami-Dade County on October 30, 2018.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this ___ day of _____, 2020 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 30645 Pages 1625-1631 of the Public Records of Miami-Dade County on August 8, 2017 and Official Record Book 31015 Pages 1756-1763 of the Public Records of Miami-Dade County on June 15, 2018 and Official Record Book 31200 Pages 3916-3923 of the Public Records of Miami-Dade County on October 30, 2018; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing Order No. 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the County has agreed to grant additional two-year extensions to allow the Developer to continue to develop 41 former County-owned properties with single-family homes to be sold to very low-, low- or moderate-income households in accordance with the Infill Housing Program; and

WHEREAS, the Developer and the County have agreed to amend the County Deed to reflect the new time frame for the development of the Properties,.

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 by Developer with affordable housing ("Dwelling Units"), 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. Developer shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as 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 two (2) years 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 Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Developer must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee 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 Developer must complete the Dwelling Units. 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 two (2) years 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 Dwelling Units developed on the Properties shall be sold to 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 the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event Developer fails to sell the Dwelling Units to qualified households or sells the Dwelling Units above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, 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"), 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 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. Developer shall require that the qualified households purchasing the Dwelling Units execute and record simultaneously with the deed of conveyance from 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 Properties 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 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 pendens, 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 paragraph 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, the Properties cease to be used solely for the purpose set forth in paragraph 1 herein by Developer, or if Developer fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Developer fails to remedy the default within thirty (30) days, title to the 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, Developer shall immediately deed the 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 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 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: _____
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2020.

IN WITNESS WHEREOF, the representative **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.**, a Florida not-for-profit 501 (c) (3) corporation, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2020, and it is hereby approved and accepted.

Witness/Attest

By: _____
Name: _____
Title: _____

Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.**, a Florida not-for-profit 501 (c) (3) corporation, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)

Notary of- State of _____
Commission Number: _____

EXHIBIT "A"

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
01-3114-035-2670	ORANGE HEIGHTS PB 14-62 LOT 17 BLK 14
30-6912-004-1070	SYMMES-SHARMAN TRACT PB 9-170 LOT 23 BLK 6
30-6912-004-0490	SYMMES-SHARMAN TRACT PB 9-170 LOT 4 BLK 3
30-6912-004-0460	SYMMES-SHARMAN TRACT PB 9-170 LOT 1 BLK 3
30-6912-004-0290	SYMMES-SHARMAN TRACT PB 9-170 LOT 6 BLK 2
30-6912-004-0240	SYMMES-SHARMAN TRACT PB 9-170 LOT 1 BLK 2
30-6912-004-0325	SYMMES-SHARMAN TRACT PB 9-170 LOT 10 BLK 2
30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR 4
30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7FT OF TR 4
30-6912-004-0330	SYMMES-SHARMAN TRACT PB 9-170 LOT 11 BLK 2
30-6912-004-0335	SYMMES-SHARMAN TRACT PB 9-170 LOT 12 BLK 2
30-6912-007-0070	DIXIE PINES PB 20-16, LOT 2 BLK 7
30-5032-013-0840	WEST PERRINE ADDITION PB 44-19 E38.50FT OF W77FT OF E154FT LOT 6 LESS N104FT & LESS S25FT BLK 5
30-5032-000-0930	E1/2 OF E1/2 OF N1/2 OF E1/2 OF NW1/4 OF SE1/4 OF NE1/4 OF SW1/4 LESS N30FT FOR R/W
30-5032-012-0190	WEST PERRINE PB 43-15 THE W45.35FT OF S1/2 OF LOT 3 BLK 3
30-5032-000-0820	W65FT OF S105FT OF W1/2 OF NE1/4 OF SE1/4 OF NE1/4 OF SW1/4 & LESS 30FT FOR RD
30-6912-008-0990	DIXIE PINES PB 31-51 W50FT OF E200FT OF S1/2 OF TR 10
30-6912-008-1040	DIXIE PINES PB 31-51 W50FT OF E300FT OF S1/2 OF TR 10
30-3115-005-1260	LIBERTY CITY PB 7-79 LOT 26 & E1/2 OF LOT 27 BLK 5
30-3115-021-0220	ORANGE RIDGE EAST PB 44-14 LOT 11 BLK 2
30-6018-003-0960	LINCOLN CITY SEC A PB 46-88 LOT 12 BLK 5
30-6018-003-1100	LINCOLN CITY SEC A PB 46-88 LOT 6 BLK 6
30-6912-008-0640	DIXIE PINES 2ND REV PB 31-51 E50FT OF N1/2 TR 8
30-6912-008-1660	AC DIXIE PINES PB 31-51 E50FT OF W208.73FT OF S1/2 TR 16 FKA LOT 16 BLK 16 PB 20-16
30-6913-005-0250	FLAMINGO PARK PB 18-28 LOT 9 BLK 3
30-6018-004-0490	VICTORY GARDENS PB 49-45 LOT 1 BLK 3
30-6912-008-1550	DIXIE PINES PB 31-51 W100FT OF E305FT OF N1/2 TR 15
30-6912-008-1594	DIXIE PINES PB 31-51 W108.72FT OF S1/2 OF TR 16
30-6018-003-1420	LINCOLN CITY SEC A PB 46-88 LOT 17 BLK 7
30-6018-001-0190	BUNCHVILLE PB 49-98 LOT 18 BLK 1
30-6018-001-0380	BUNCHVILLE PB 49-98 LOT 10 BLK 2
30-5032-015-0080	MIDWAY PB 3-177 LOT 9 LESS S15FT
30-6913-000-0480	BEG 250FTS OF NE COR OF SE1/4 OF NW1/4 W150FT S41 2/3FT E150FT N41 2/3FT TO BEGIN
30-6913-002-0060	RANDOLPHS ADDN TO GOULDS PB 6-52 LOT 15 BLK 1
30-6913-002-0080	RANDOLPHS ADDN TO GOULDS LOT 17 PB 6-52 BLK 1
30-6913-002-0370	RANDOLPHS ADDN TO GOULDS LOT 15 PB 6-52 BLK 2
30-3111-038-0610	COMM LIBERTY CITY 2ND SEC PB 18-55 LOT 42 THRU 45 BLK 9
30-3121-037-0390	CAUSEWAY PARK PB 20-13 LOTS 21 BLK 2
30-3115-040-0580	HIGHRIDGE PARK PB 17-5 LOT 1 BLK 4

30-3122-016-0440	GREENACRES PB 18-63 LOT 4 BLK 3
30-3115-010-0010	BULLARDS PB 9-96 LOT 1 & LOT 25
30-3115-027-0460	RIDGEWAY PB 12-70 LOT 20 BLK 2
30-3121-000-0440	BEG SE COR OF SW1/4 - SW1/4 - NE 1/4 RUN N155FT & W244.4FT FOR POB TH RUN N40FT W90FT S40FT E90FT
30-3122-026-1000	EARLINGTON HGTS PB 13-61 LOT 28 BLK 4
01-3114-012-0550	RESUB OF HILDAMERE IN SE1/4 PB 40-51 LOT 3 BLK 5
30-3121-016-0150	SEMINOLE CREST PB 15-62 LOT 17
30-3121-034-1320	SEMINOLE LAWN PB 16-4 LOT 3 LESS E10FT R/W BLK 8
01-3114-019-1000	HENRY FORD SUB NO 2 PB 9-119 LOTS 49 & 50 BLK 4
30-3111-032-0030	MICHMAR PB 17-35 LOTS 12 & 13 BLK 1
30-3111-027-0221	CORAL COURT PB 21-15 LOT 12 BLK 2
30-6912-004-0980	SYMMES-SHARMAN TRACT PB 9-170 LOT 11 BLK 6
30-3115-042-0010	BREEZY PARK PB 6-55 LOTS 1 THRU 3 BLK 1 PER UNITY OF TITLE OR 31404-2511
30-5032-013-0845	WEST PERRINE ADDITION PB 44-19 W38.50FT OF E154FT LOT 6 LESS N10FT & LESS S25FT BLK 5
30-3115-028-0035	SYROLA PINES PB 24-18 LOTS 17 & 18 LESS E20FT BLK 1

EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
01-3114-035-2670	ORANGE HEIGHTS PB 14-62 LOT 17 BLK 14
30-6912-004-1070	SYMMES-SHARMAN TRACT PB 9-170 LOT 23 BLK 6
30-6912-004-0490	SYMMES-SHARMAN TRACT PB 9-170 LOT 4 BLK 3
30-6912-004-0460	SYMMES-SHARMAN TRACT PB 9-170 LOT 1 BLK 3
30-6912-004-0290	SYMMES-SHARMAN TRACT PB 9-170 LOT 6 BLK 2
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30-6912-004-0325	SYMMES-SHARMAN TRACT PB 9-170 LOT 10 BLK 2
30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR 4
30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7FT OF TR 4
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30-6912-004-0335	SYMMES-SHARMAN TRACT PB 9-170 LOT 12 BLK 2
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30-5032-013-0840	WEST PERRINE ADDITION PB 44-19 E38.50FT OF W77FT OF E154FT LOT 6 LESS N104FT & LESS S25FT BLK 5



CFN 2021R0246250
 OR BK 32440 Pgs 4599-4603 (5Pgs)
 RECORDED 04/09/2021 12:10:36
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument prepared:
 Terrence Smith, Assistant County Attorney
 County Attorney Office
 111 NW 1st Street, Suite 2810
 Miami, Florida 33128

Return to:
 Public Housing and Community Development
 Attn: Oscar Barco, Real Estate Officer
 701 NW 1st Court, 16th Floor
 Miami, Florida 33136

Folio Nos: See Exhibit "A" attached.

NOTICE REGARDING REVERSIONARY INTEREST AND EXTENSION

THIS NOTICE REGARDING REVERSIONARY INTEREST AND EXTENSION
 ("Notice") is made this 7 day of April, 2021 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,

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" of the County Deed
 were conveyed to **Women In Need of Destiny, Inc. (WIND)** (the "Developer"), through that
 certain Amended and Restated County Deed (the "Deed") recorded in Official Record Book 30575
 pages 1484-1491 of the Public Records of Miami-Dade County on June 15, 2017, and

WHEREAS, pursuant to paragraph 2 of the Deed, the properties, which are more fully
 described in Exhibit "A," attached hereto and incorporated herein by reference, were to be
 developed within two (2) years of the recording of the deed, and the County may, in its sole
 discretion, waive this requirement upon the Miami-Dade Board of County Commissioners (the
 "Board") finding it necessary to extend the timeframe in which the Developer must complete the
 "dwelling units" as this term is defined in the Deed; and

WHEREAS, the County wishes to give notice that it did not exercise its right of reverter as
 set forth in paragraphs 2 and 9 of the Deed nor did it provide the Developer with any default notices
 required therein in order to exercise such right of reverter; and

WHEREAS, instead the County wishes to grant an extension for the Developer to obtain
 the required certificate of occupancy; and

WHEREAS, as required by the Deed, on May 5, 2020, the Board adopted Resolution No.
 R-394-20, which authorized the County Mayor or the County Mayor's designee to grant a two-year
 extension for the Developer to comply with the terms of the deed.



NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows;

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The deadline for development of each of the properties described in Exhibit A attached hereto and incorporated herein by reference, as evidenced by the issuance of a final certificate of occupancy, as required by the Deed, is hereby extended for an additional two years from the effective date of Resolution No. R-394-20, which said date is May 15, 2020.
3. By granting the extension described in paragraph 2 above, the County does not release or waive its reversionary interest in the properties, or to avail itself of any of the remedies set forth in the Deed.



IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor or the County Mayor's designee, has caused these present to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 7th day of April, 2021.

ATTEST:

MIAMI-DADE COUNTY
A political subdivision
of the State of Florida

HARVEY RUVIN, CLERK

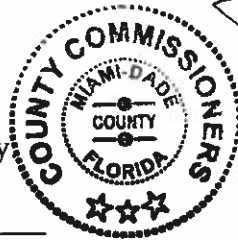
By: [Signature]
Deputy Clerk

By: [Signature]
Morris Copeland
Chief Community Services Officer

JD Patterson
Chief Public Safety Officer

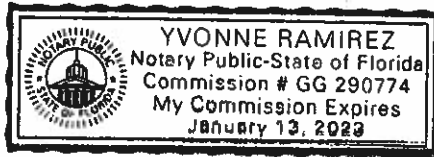
Approved for legal sufficiency

By: [Signature]
Terrence A. Smith
Assistant County Attorney

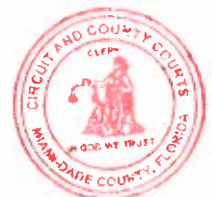


The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of April, A.D. 2021, by ~~Morris Copeland~~, the JD Patterson Chief ~~Community Services~~ Officer, of Miami-Dade County, Florida, on behalf of the Board of ~~County Commissioners~~. Public Safety

Name: [Signature]
Notary Public, State of Florida
Printed: Yvonne Ramirez



Personally Known or Produced Identification
Type of Identification Produced



IN WITNESS WHEREOF, the representative **WOMEN IN NEED OF DESTINY, INC. (WIND)**, a Florida not-for-profit 501 (c) (3) corporation, has caused this document to be executed by their respective and duly authorized representative on this 2 day of April, 2021, and it is hereby approved and accepted.

Cristina Ly
Witness/Attest
ARISTOTUS LUNDY
Print Name

By: Carleena Scott
Name: Carleena Scott
Title: President

Tashala Knowles
Print Name
[Signature]
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of April, A.D. 2021, by Carleena Scott, as WOMEN IN NEED OF DESTINY, INC. (WIND), a Florida not-for-profit 501 (c) (3) corporation.

Name: [Signature]
Notary Public, State of Florida

Printed: Suzette Hester

Personally Known or Produced Identification
Type of Identification Produced

SUZETTE HESTER
MY COMMISSION # GG 147320
EXPIRES: October 1, 2021
Bonded Thru Notary Public Underwriters



EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
34-2117-004-4020	VENETIAN GARDENS REV PB 31-37 S60FT OF W1/2 TR 87
34-2117-004-3090	17 52 41 .22 AC VENETIAN GARDENS REV PB 31-37 N80FT OF W120FT OF TR 78

FOR OFFICIAL USE ONLY:

Extension Granted Pursuant to Resolution No. R-394-20

Extension Expiration Date 5/15/2022

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on APR 09 2021 day of AD 20
WITNESS my hand and Official Seal.
HARVEY RUMS, Clerk of Circuit and County Courts
By Tanashia Arnold D.C.
TANASHIA ARNOLD #201144

