

MEMORANDUM

Agenda Item No. 7(F)(1)(F)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners DATE: November 4, 2003

FROM: George M. Busch County Manager [Signature] SUBJECT: Sale of 30 County-Owned Lots for Infill Housing

RECOMMENDATION

It is recommended that the Board approve the attached resolution declaring thirty County-owned lots, identified in Invitation to Bid No. 5 for Sale of County-Owned Lots under the Infill Housing Initiative, surplus; authorizing the sale of fifteen parcels to Personal Paradise Developers, Inc., four parcels to TLMC Enterprises, Inc., seven parcels to Muro Investments, Inc., and four parcels to Dodec, Inc., who were the highest responsive bidders to Invitation to Bid No. 5 for the Infill Housing Initiative; and authorizing the Mayor to execute the attached County deeds (Exhibit C) which more specifically identifies the properties (Exhibit A). It is further recommended that the Board authorize the County Manager or his designee to release, prior to closing, any County liens that have been placed on the property subsequent to the issuance of the Tax Deed, as authorized by Sections 17-124 and 126 of the County Code. It is also recommended that the Board authorize the release of any additional County liens which were not appropriately filed in the public records, but which may become known subsequent to the passing of this resolution and prior to closing.

BACKGROUND

Commissioner Dr. Barbara M. Carey-Shuler sponsored an ordinance, codified as Sections 17-124 and 126 of the County Code, which created a specific methodology for handling infill housing, including the identification of property and adjacent property; acquisition, transfer and sale of property; reversion of title to the County in the event of non-performance; forgiveness of liens; and, construction and rehabilitation loan provisions. Resolution No. R-432-00, approved by the Board of County Commissioners on May 9, 2000, directed the County Manager to identify lots for the Infill Housing Initiative and sell them to highest bidders through competitive bid. On April 28, 2003, "Invitation to Bid No. 5" was issued for such purpose, offering for sale thirty County-owned lots to the high bidders, subject to the conditions listed below. Failure to comply with any of the conditions will result in the forfeiture of all monetary investments and physical improvements, and title to the properties will revert to Miami-Dade County. The conditions are as follows:

- 1. That each parcel be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).

2. Obtain building permits and commence construction of home(s) within six (6) months of acquiring the property.
3. Complete construction and obtain certificate of occupancy of the homes within twelve (12) months of acquiring the property.
4. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and SHIP funding.
5. Pay all closing costs to purchase the lots and convey the completed home.

The lots were divided by location into eight groups. Bids for individual lots were not considered unless they were the only lot in the group. No minimum bid amount was set for any of the groups of lots. The Invitation to Bid was advertised in the Miami Daily Business Review during the fourth week in April and first and second weeks of May. Additionally, the Bid was advertised on the Miami-Dade County Web Site. Thirty-four printed bid packages were picked up at GSA and ninety-four were downloaded from the Web. A non-mandatory Pre-Bid Conference was held on May 14, 2003; bids were opened on June 4, 2003.

Sixteen bids were received for the eight groups of properties. The results are as follows:

Group No.	No. of Properties	# of Bids Received	Highest Responsive Bidder	High Bid Amount
1	4	1	Personal Paradise Developers, Inc.	\$8,002
2	3	1	Personal Paradise Developers, Inc.	\$3,002
3	4	1	Personal Paradise Developers, Inc.	\$29,102
4	4	1	Personal Paradise Developers, Inc.	\$4,002
5	4	2	TLMC Enterprises, Inc.	\$27,058
6	4	5	Muro Investments, Inc.	\$30,000
7	4	2	Dodec, Inc.	\$13,467
8	3	3	Muro Investments, Inc.	\$35,000

Each of the high bidders submitted a financial plan detailing how the construction of the homes will be financed, to the satisfaction of Miami-Dade Housing Agency. The following is pertinent background information on each high bidder:

Personal Paradise Developers, Inc. was established in 1989 to specialize in the development of residential infill housing. They have been working with Miami-Dade County Special Housing Programs since their inception and have completed infill projects throughout the County under the Surtax and Infill Initiative programs. Personal Paradise, under the direction of its President, Octavio Castellanos, is currently developing twenty-four homes for the Infill Housing program. Ocean Bank is presently funding Personal Paradise's projects.

TLMC Enterprises, Inc. is an African-American Woman-Owned Construction Services firm that specializes in commercial and residential construction. The company engages in general construction of new structures, renovations, additions, remodeling, rehabilitation, interior build-outs, site work, and the installation of underground utilities. The company was incorporated March 10, 1997, and began formal operations in 1999. Tammy L. McNair, President of TLMC Enterprises, Inc., has over ten years experience in the construction industry and employs 25 full time employees. Infill Bid Number 5 is TLMC Enterprises, Inc.'s, first entry into Miami-Dade County's infill housing program.

Muro Investments, Inc. was incorporated October 20, 2000, for the purpose of providing affordable housing to residents of Miami-Dade County. Julio Rodriguez, President, and Ivan Contreras, Vice-President, of Muro Investments, Inc. and its sister company, Muro Construction, Inc. have constructed and sold six affordable homes in Miami-Dade County. Mr. Rodriguez has more than twenty-eight years of experience in real estate sales and in the residential construction processes of estimating, scheduling and negotiation with sub-contractors. Mr. Contreras has fourteen years of experience in project and construction management. Infill Bid Number 5 is the firm's first entry into Miami-Dade County's infill housing program.

Dodec, Inc. incorporated October 10, 1997, as a full-service commercial and residential general contracting firm. Trevor Pantry, a Professional Engineer and General Contractor, heads Dodec, Inc., with over 30 years experience in the engineer and construction industries both as a Consultant and a Contractor. Dodec, Inc. is currently developing nine homes for Miami-Dade County's infill housing program.

LIST OF PRINCIPALS OF HIGH BIDDERS

Company	Principal (s)	Ownership %
Personal Paradise Developers, Inc. 9980 SW 62 Street Miami, FL 33173 305-271-0397	Octavio Castellanos, President	100%
TLMC Enterprises, Inc. 3800 NW 22 nd Avenue, Suite 100 Miami, FL 33142 305-948-9271	Tammy L. McNair, President	100%
Muro Investments, Inc 3415 South Lake Drive Miami, FL 33155 305-669-1496	Julio A. Rodriguez, President Ivan Contreras, Vice President	50% 50%
Dodec, Inc. 3140 W 84 th Street, Bay #2 Hialeah, FL 33018 305-826-4022	Trevor Pantry, President	100%

The County acquired all of the properties, which are the subject of this bid for Infill Housing via tax deed. Pursuant to Section 197.502(8) F.S., all tax certificates and liens, which predate the issuance of the tax deed to the County, are cancelled and have no further legal force or effect. Subsequent to the title conveyance to the County by tax deed, various liens have been placed against those properties, which require specific Board authorization to release. A list of liens identified on the properties to-date, as well as a sample of the Release of Lien Relative to Infill Housing Initiative of Miami-Dade County, can be found in Exhibit "B" of the resolution.



Assistant County Manager

**Property List
Infill Housing Bid No. 5**

Highest Responsive Bidder	Group No.	Folio Number	Address	Lot Size	Size Units	Zoning	Assessed Value	Commissioner District
Personal Paradise Developers, Inc.	<u>1</u>	01-3113-009-0620	161 NE 69 St	8,100	square feet	RU-2	\$19,949	3
		01-3113-050-0180	30 NW 61 St	4,500	square feet	RU-2	\$12,805	3
		01-3114-030-0400	929 NW 55 Terr	5,670	square feet	RU-2	\$9,924	3
		01-3124-003-0100	674 NW 46 St	5,500	square feet	C-1	\$9,785	3
Personal Paradise Developers, Inc.	<u>2</u>	01-3125-005-0030	166 NE 28 St	3,500	square feet	C-1	\$14,700	3
		01-3125-019-3020	228 NW 32 St	7,100	square feet	RU-2	\$25,205	3
		01-3126-029-0140	792 NW 36 St	6,800	square feet	C-1	\$16,830	3
Personal Paradise Developers, Inc.	<u>3</u>	30-3115-042-0320	5416 NW 24 Ave	3,800	square feet	RU-1	\$7,545	3
		30-3116-009-1870	3182 NW 55 St	5,160	square feet	RU-2	\$8,884	2
		30-3116-009-4700	Adjacent (East) of 2951 NW 59 St	5,160	square feet	RU-2	\$8,884	2
		30-3116-009-7480	2755 NW 60 St	5,160	square feet	RU-2	\$8,884	2
Personal Paradise Developers, Inc.	<u>4</u>	01-3114-035-2230	6000 NW 15 AVE	10,600	square feet	RU-4M	\$19,869	3
		01-3114-035-2640	1631 NW 58 TERR	5,300	square feet	RU-4M	\$9,779	3
		01-3122-000-0751	1926 NW 38 St	3,309	square feet	RU-4M	\$6,287	3
		01-3122-000-0752	3743 NW 20 AVE	3,283	square feet	RU-4M	\$6,238	3
TLMC Enterprises, Inc.	<u>5</u>	30-3115-004-0740	Adjacent (West) 1832 NW 59 St	5,080	square feet	RU-2	\$8,842	3
		30-3115-027-1410	Adjacent (East) of 1980 NW 60 St	6,345	square feet	RU-2	\$10,268	3
		30-3115-028-0040	2479 NW 57 St	5,350	square feet	RU-2	\$9,845	2
		30-3115-035-0250		5,848	square feet	RU-1	\$9,700	3
Muro Investments, Inc.	<u>6</u>	30-5032-004-1050	W Hibiscus St & Homestead Ave	9,500	square feet	RU-3	\$6,475	9
		30-5032-010-0970	17430 SW 103 Ave	5,569	square feet	RU-2	\$3,698	9
		30-5032-010-1010	Approx SW 174 Terr & 103 Ave	2,775	square feet	RU-2	\$1,838	9
		30-5032-010-1020	Approx SW 174 Terr & 103 Ave	2,775	square feet	RU-2	\$1,838	9
Dodec, Inc.	<u>7</u>	30-6912-004-0690	Approx SW 213 St & 120 Ave	7,200	square feet	RU-2	\$3,240	9
		30-6912-004-0950	Adjacent (East) of 21739 SW 120 Ave	7,350	square feet	RU-2	\$3,308	9
		30-6912-008-1293	Corner of SW 215 St & 120 Ave	13,910	square feet	RU-2	\$9,042	9
		30-6912-008-1530	Approx SW 213 St & 120 Ave	10,700	square feet	RU-2	\$4,815	9
Muro Investments, Inc.	<u>8</u>	30-5032-000-1210	18025 SW 103 AVE	11,138	square feet	RU-2	\$6,683	9
		30-5032-000-1311	Approx SW 181 St & 103 Ave	22,100	square feet	RU-2	\$13,260	9
		30-5032-016-0680	10341 SW 183 St	10,500	square feet	RU-2	\$6,210	9



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: November 4, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(F)(1)(F)

Please note any items checked.

- "4-Day Rule" ("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**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)(1)(F)
11-4-03

RESOLUTION NO. _____

RESOLUTION DECLARING THIRTY COUNTY-OWNED LOTS, IDENTIFIED IN INVITATION TO BID NO. 5 FOR SALE OF COUNTY-OWNED LOTS UNDER THE INFILL HOUSING INITIATIVE, SURPLUS; AUTHORIZING THE SALE OF LOTS IN GROUP 1, GROUP 2, GROUP 3, AND GROUP 4 TO PERSONAL PARADISE DEVELOPERS, INC.; AUTHORIZING THE SALE OF GROUP 5 TO TLMC ENTERPRISES, INC.; AUTHORIZING THE SALE OF GROUP 6 AND GROUP 8 TO MURO INVESTMENTS, INC.; AUTHORIZING THE SALE OF GROUP 7 TO DODEC, INC.; AUTHORIZING THE WAIVER OF ALL COUNTY LIENS PURSUANT TO SECTION 17-126 OF THE CODE; AUTHORIZING THE COUNTY MANAGER TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH SAME; AND AUTHORIZING EXECUTION OF COUNTY DEEDS FOR SUCH PURPOSE

WHEREAS, this Board passed Resolution No. R-432-00 on May 9, 2000 directing the County Manager to identify lots for the Infill Housing Initiative and offer them for sale to the highest responsive bidder in accordance with Florida Statute 125.35; and

WHEREAS, Invitation to Bid No. 5 For Sale of County-owned Lots Under the Infill Housing Initiative was issued offering the sale of thirty County-owned lots divided into eight groups to the high bidder with development restrictions; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, for the properties described in the accompanying County Deeds, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby declares surplus thirty County-owned lots described in the attached County Deeds, pursuant to Section 125.35 Florida Statutes; authorizes the sale of lots in Group 1, Group 2, Group 3 and Group 4 to Personal Paradise Developers, Inc.; authorizes the sale of lots in Group 5 to TLMC Enterprises, Inc.; authorizes the sale of lots in Group 6 and Group 8 to Muro Investments, Inc.; authorizes the sale of lots in Group 7 to Dodec, Inc.; authorizes the waiver of all County liens pursuant to Section 17-126 of the Code; authorizes the County Manager to take all actions necessary to accomplish the sale and conveyance of said property; and authorizes the Mayor to execute said County Deeds, in substantially the form attached hereto as Exhibit "C".

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  to form and legal sufficiency.
Thomas Goldstein

By: _____
Deputy Clerk

EXHIBIT C

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3113-009-0620, 01-3113-050-0180,

01-3114-030-0400, 01-3124-003-0100

COUNTY DEED

THIS DEED, made this ____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and PERSONAL PARADISE DEVELOPERS, INC., party of the second part, whose address is 9980 SW 62 Street, Miami, FL 33173:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

PERSONAL PARADISE DEVELOPERS, INC.
EXHIBIT A

Folio # 01-3113-009-0620
LOT 5 LESS E5FT & E15FT LOT 6 BLK 4 FAIRWAY PB 7-28

Folio # 01-3113-050-0180
LOT 4 BLK 2 NORTH ROCKMOOR TR PB 4-181

Folio # 01-3114-030-0400
LOT 5 LESS S5FT TO ST BLK 5 WESTDALE 2ND AMD PL PB 11-30

Folio # 01-3124-003-0100
LOT 9 BLK 21 BAY VISTA PARK AMD PL PB 5-71

EXHIBIT C

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3125-005-0030, 01-3125-019-3020,

01-3126-029-0140

COUNTY DEED

THIS DEED, made this ____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and PERSONAL PARADISE DEVELOPERS, INC., party of the second part, whose address is 9980 SW 62 Street, Miami, FL 33173:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

PERSONAL PARADISE DEVELOPERS, INC.
EXHIBIT A

Folio # 01-3125-005-0030
LOTS 14 & 16 FLAGLER PK PB 4-89

Folio # 01-3125-019-3020
LOT 1 BLK 16 WYNWOOD PARK PB 5-23

Folio # 01-3126-029-0140
LOT 15 EDEN PARK PB 7-29

EXHIBIT C

Instrument prepared by and return to:
Jeff Cutt
Miami-Dade County GSA
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Folio No. 30-3115-042-0320, 30-3116-009-1870,
30-3116-009-4700, 30-3116-009-7480

COUNTY DEED

THIS DEED, made this ____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and PERSONAL PARADISE DEVELOPERS, INC., party of the second part, whose address is 9980 SW 62 Street, Miami, FL 33173:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R- _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

**PERSONAL PARADISE DEVELOPERS, INC.
EXHIBIT A**

Folio # 30-3115-042-0320
S1/2 LOTS 1 TO 3 INC BLK 4 BREEZY PARK PB 6-55

Folio # 30-3116-009-1870
LOT 6 BLK 8 HIALEAH HEIGHTS PB 28-24

Folio # 30-3116-009-4700
LOT 22 BLK 19 HIALEAH HEIGHTS PB 28-24

Folio # 30-3116-009-7480
LOT 24 BLK 31 HIALEAH HEIGHTS PB 28-24

As Referenced in EXHIBIT "B"
Infill Housing Liens – Bid # 5
FOLIO NO. 30-3116-009-4700

Claim of lien for Lot Clearing, recorded 11/10/01 Invoice No.
2001000974 OR Book 20149 Page 3204.

**BOARD OF COUNTY COMMISSIONERS
SPECIAL RELEASE OF LIEN RELATIVE
TO INFILL HOUSING INITIATIVE**

In accordance with Section 17-126, Miami-Dade County Code, any liens placed on a property by the County or any of its agencies may be released by the Board of County Commissioners if the property has been approved for the Infill Housing Initiative.

Resolution No. R-_____ passed by the Board of County Commissioners on the _____ day of _____, 2003 approved for Infill Housing the sale and waiver of County liens identified in Exhibit B attached hereto for property legally described as follows:

Tax Folio No. **30-3116-009-4700**, A/K/A 16-53-41 HIALEAH HIGHTS PB 28-24, LOT 22 BLOCK 19, LOT SIZE 40.000 X 129

Witness: The official seal of Miami- Dade County and the hand of the Deputy Clerk thereof, C/O Team Metro, Miami, Florida. As of _____, 2003

CLAUDIA P. FLORES,
Deputy Clerk

Approved for legal sufficiency:

EXHIBIT C

Instrument prepared by and return to:
Jeff Cutt
Miami-Dade County GSA
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Folio No. 01-3114-035-2230, 01-3114-035-2640,
01-3122-000-0751, 01-3122-000-0752

COUNTY DEED

THIS DEED, made this ____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and PERSONAL PARADISE DEVELOPERS, INC., party of the second part, whose address is 9980 SW 62 Street, Miami, FL 33173:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R- _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

PERSONAL PARADISE DEVELOPERS, INC.
EXHIBIT A

Folio # 01-3114-035-2230
LOTS 17 & 18 BLK 12 ORANGE HGTS PB 14-62

Folio # 01-3114-035-2640
LOT 14 BLK 14 ORANGE HEIGHTS PB 14-62

Folio # 01-3122-000-0751
BEG 235FT W & 25FT S OF NE COR O
SE1/4 OF SW1/4 OF SE1/4 SLY45FT
WLY73.55FT NLY45FT ELY73.52FT
A/K/A PT OF LOTS 1 & 2 PER UR
PLAT OF NORRIS PLAT

Folio # 01-3122-000-0752
W72.95FT PF E234.95 OF N70FT OF
SE1/4 OF SW1/4 OF SE1/4 LESS
N25FT AKA WLY 13FT LOT 1 & ELY
60 FT LOT 2 UR NORRIS PLAT

EXHIBIT C

Instrument prepared by and return to:
Jeff Cutt
Miami-Dade County GSA
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Folio No. 30-3115-004-0740, 30-3115-027-1410,
30-3115-028-0040, 30-3115-035-0250

COUNTY DEED

THIS DEED, made this _____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and TLMC ENTERPRISES, INC., party of the second part, whose address is 3800 NW 22 Avenue, Miami, FL 33142:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R- _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

TLMC ENTERPRISES, INC.
EXHIBIT A

Folio # 30-3115-004-0740
LOT 9 BLK 7 NORMANDY PARK PB 25-15

Folio # 30-3115-027-1410
LOT 11 BLK 6 RIDGEWAY PB 12-70

Folio # 30-3115-028-0040
E20FT OF LOT 18 & W30FT LOT 19 BLK 1 SYROLA PINES PB 24-18

Folio # 30-3115-035-0250
LOT 11 BLK 2 MIDWAY PARK PB 18-44

As Referenced in EXHIBIT "B"
Infill Housing Liens – Bid # 5
FOLIO NO. 30-3115-028-0040

Claim of lien for Lot Clearing, recorded 10/19/00 Invoice No.
2000000701 OR Book 19411 Page 2205.

**BOARD OF COUNTY COMMISSIONERS
SPECIAL RELEASE OF LIEN RELATIVE
TO INFILL HOUSING INITIATIVE**

In accordance with Section 17-126, Miami-Dade County Code, any liens placed on a property by the County or any of its agencies may be released by the Board of County Commissioners if the property has been approved for the Infill Housing Initiative.

Resolution No. R-_____ passed by the Board of County Commissioners on the _____ day of _____, 2003 approved for Infill Housing the sale and waiver of County liens identified in Exhibit B attached hereto for property legally described as follows:

Tax Folio No. **30-3115-028-0040**, A/K/A 15-53-41 SYROLA PINES PB 24-18, E20FT OF LOT 18 & W30FT OF LOT 19 BLOCK 1, LOT SIZE 50.000 X 107

Witness: The official seal of Miami- Dade County and the hand of the Deputy Clerk thereof, C/O Team Metro, Miami, Florida. As of _____, 2003

CLAUDIA P. FLORES,
Deputy Clerk

Approved for legal sufficiency:

EXHIBIT C

Instrument prepared by and return to:
Jeff Cutt
Miami-Dade County GSA
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Folio No. 30-5032-004-1050, 30-5032-010-0970,
30-5032-010-1010, 30-5032-010-1020

COUNTY DEED

THIS DEED, made this _____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and MURO INVESTMENTS, INC., party of the second part, whose address is 3415 South Lake Drive, Miami, FL 33155:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$ _____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

MURO INVESTMENTS, INC.
EXHIBIT A

Folio # 30-5032-004-1050

LOT 3 LESS S50FT FOR RD BLK 13 PERRINE SUB PB B-79

Folio # 30-5032-010-0970

ALL LOT 1 & LOT 2 LESS S10FT BLK 7 DIXIE HGTS GARDENS PB 21-32

Folio # 30-5032-010-1010

LOT 11 BLK 7 DIXIE HGTS GARDENS PB 21-32

Folio # 30-5032-010-1020

LOT 12 BLK 7 DIXIE HGTS GARDENS PB 21-32

EXHIBIT C

Instrument prepared by and return to:
Jeff Cutt
Miami-Dade County GSA
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Folio No. 30-6912-004-0690, 30-6912-004-0950,
30-6912-008-1293, 30-6912-008-1530

COUNTY DEED

THIS DEED, made this _____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and DODEC, INC., party of the second part, whose address is 3140 West 84th Street, Bay #2, Miami, FL 33018:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R- _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

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DODEC, INC.
EXHIBIT A

Folio # 30-6912-004-0690
LOT 26 BLK 3 SYMMES-SHARMAN TRACT PB 9-170

Folio # 30-6912-004-0950
LOT 7 BLK 6 SYMMES-SHARMAN TRACT PB 9-170

Folio # 30-6912-008-1293
E130FT OF N1/2 TR 12 DIXIE PINES PB 31-51

Folio # 30-6912-008-1530
W100FT OF E205FT OF N1/2 TR 15 A/K/A LOTS 3 & 4 DIXIE PINES PB 31-51

EXHIBIT C

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 30-5032-000-1210, 30-5032-000-1311,

30-5032-016-0680

COUNTY DEED

THIS DEED, made this ____ day of _____, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and MURO INVESTMENTS, INC., party of the second part, whose address is 3415 South Lake Drive, Miami, FL 33155:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

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

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R- _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

MURO INVESTMENTS, INC.
EXHIBIT A

Folio # 30-5032-000-1210
N1/2 OF S1/2 OF W1/2 OF NW1/4 OF
NE1/4 OF SE1/4 OF SW1/4
LESS W30FT FOR RD

Folio # 30-5032-000-1311
W1/2 OF NE1/4 OF NW1/4 OF SE1/4
OF SW1/4 LESS S130FT OF W80FT
& LESS N200FT OF W85FT & LESS N
& S30FT FOR RDS

Folio # 30-5032-016-0680
LOT 12 BLK 5 ROSEHAVEN PB 49-49