Memorandum

MIAMI-DADE COUNTY

Date: March 16, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 12(A)(1)

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

George M. Burgess
County Manager

Subject: Resolution Approving and Authorizing the Mayor or Mayor's Designee to Execute a Settlement Agreement With Neighbors and Neighbors Association, Inc. (NANA) as it Relates to CASE NO. 09-04677 CA 15

RECOMMENDATION

It is recommended that the Board of County Commissioners ("Board") approve a Settlement Agreement of a quiet title lawsuit filed by Miami-Dade County ("County") against Neighbors and Neighbors Association, Inc. ("NANA") and Foster Construction of South Florida ("Foster") according to the terms and conditions specified in the attached Settlement Agreement, and authorize the County Mayor or County Mayor's designee to execute said Settlement Agreement.

Scope

The Settlement Agreement only applies to the claims against NANA and Foster. The Infill lots are located within Districts 2 and 3.

Fiscal Impact/Funding Source

The fiscal impact to Miami-Dade County will be the elimination of Code Compliance County liens, which currently amount to approximately $15,150.00 These liens were incurred while the lots were under NANA's and Foster's ownership.

Track Record/Monitor

Not applicable.

Background

Resolution Nos. R-623-02 and R-145-03 authorized the conveyance of four (4) lots to NANA for the development of infill housing through a County Deed. The deeds contained restrictions that required that the lots be developed with affordable housing within twelve (12) months from the date of the conveyance. Due to the fact that NANA did not meet the construction schedule set by the County, the County requested that the lots be returned to the County pursuant to the reverter provisions in the County Deed.

Although NANA was willing to return the four lots, its joint venture partner, Foster Construction Inc. (Foster) to which NANA had quit claimed part of its ownership interest in order to obtain construction financing, was not willing to sign the deed. The County, therefore, filed a suit to quiet title. After extensive discussions with both parties, Foster finally agreed to relinquish its ownership interest in the four lots. On July 9, 2009, Foster executed a quit claim deed conveying the four (4) lots to NANA. Additionally, on December 21, 2009 Foster executed a Disclaimer of Interest in these lots. By virtue of

the quit claim deed and Disclaimer of Interest, Foster no longer has a legal interest in the four vacant lots.

Pursuant to the County Deed restrictions, NANA is required to return the lots to the County. However, there are approximately $15,200.00 in back taxes owed on the four lots and $15,150.00 owed for liens and citations, which NANA and Foster are unable to pay. Rather than return the lots to the County, NANA, upon approval of the settlement agreement by the Board, will convey the lots to Habitat for Humanity of Greater Miami, Inc. (Habitat) which has expressed interest in the lots and is willing to pay the outstanding taxes. However, Habitat is requesting that the County release the liens and citations that were placed on the lots while under NANA and Foster's ownership. For this reason, staff is requesting that the County Mayor or County Mayor's designee be authorized to release the liens and citations listed in Attachment "A," once the lots have been conveyed to Habitat. The Settlement Agreement requires that the deed from NANA to Habitat contain the standard Infill Housing Initiative restrictions. The County, through its Infill Housing Program, will monitor Habitat's progress.

The proposed settlement contains the following terms, as more fully set forth in the attached Settlement Agreement: (1) NANA will deed the four (4) vacant lots to Habitat for Humanity of Greater Miami, Inc., subject to the standard Infill Housing Initiative restrictions; (2) the County and NANA would sign and exchange mutual releases; and (3) the County would dismiss the pending lawsuit with prejudice.

It is therefore recommended that this Board approve the attached Settlement Agreement in substantially the form attached hereto.

Wendi J. Norris, Director
General Services Administration

ATTACHMENT "A"

MIAMI-DADE COUNTY

OFFICE OF NEIGHBORHOOD COMPLIANCE
ADMINISTRATION
LIEN & COLLECTION SECTION
Settlement Request Form to Supervisor

08/11/2009

Pay Plan #: 7038
Property Address: Folio No.: 30-3121-026-0830
This Property Is: In Compliance

*** OFFICE OF NEIGHBORHOOD COMPLIANCE**

Lien Ref	Complaint No.	CVN #	Violation Location	Settlement Amnt	FINAL Settlement
14845	200804001523	B044894	NO ADDRESS	$1,875.00	$1,875.00
20960	200804007717	B011513	NO ADDRESS	$1,610.50	$1,610.50

REMEDIATION

Lien Ref	Complaint No.	CVN #	Violation Location	Settlement Amnt	FINAL Settlement
17126	200804001523 - R	B044894	NO ADDRESS	$927.92	$927.92
20905	200804007717 - R	B011513	NO ADDRESS	$911.30	$911.30

TOTAL AMOUNT DUE: **$5,324.72**

Comments:

OK
CMM 8/12/09

TMMRP_LIEN_SETTLE_REQ_EN

* All files should have a recent SEFA and PTXA report.
* All files should have a recent calculation of interest if the file is at the lien stage.
* All files should have a new Violation Progress Report for Carmen's comments.

MIAMI-DADE COUNTY

OFFICE OF NEIGHBORHOOD COMPLIANCE
ADMINISTRATION
LIEN & COLLECTION SECTION
Settlement Request Form to Supervisor

Pay Plan #: 7043
Property Address: 4426 NW 23 AVE **Folio No.:** 30-3122-025-0280
This Property is: In Compliance

*** OFFICE OF NEIGHBORHOOD COMPLIANCE**

Lien Ref	Complaint No.	CVN #	Violation Location	Settlement Amnt	FINAL Settlement
20820	200904000244	B011512	4426 NW 23 AVE	$1,532.50	$1,532.50

REMEDIATION

Lien Ref	Complaint No.	CVN #	Violation Location	Settlement Amnt	FINAL Settlement
20902	200904000244 - R	B011512	4426 NW 23 AVE	$1,034.65	$1,034.65

TOTAL AMOUNT DUE: $2,567.15

Comments:

Carm 8/12/09

TMMRP_LIEN_SETTLE_REQ_EN

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* All files should have a recent calculation of interest if the file is at the lien stage.
* All files should have a new Violation Progress Report for Carmen's comments.

MIAMI-DADE COUNTY

OFFICE OF NEIGHBORHOOD COMPLIANCE
ADMINISTRATION
LIEN & COLLECTION SECTION
Settlement Request Form to Supervisor

Pay Plan #: 7042
Property Address: 4428 NW 23 AVE **Folio No.:** 30-3122-025-0270
This Property is: In Compliance

BUILDING - UNSAFE STRUCTURES

Lien Ref	Complaint No.	CVN #	Violation Location	Settlement Amnt	FINAL Settlement
7878	92-0814U		4428 NW 23 AVE	$4,865.53	$4,865.53

TOTAL AMOUNT DUE: $4,865.53

Comments:

CMM 4/12/09

TMMRP_LIEN_SETTLE_REQ_EN

* All files should have a recent SEFA and PTXA report.
* All files should have a recent calculation of interest if the file is at the lien stage.
* All files should have a new Violation Progress Report for Carmen's comments.

MIAMI-DADE COUNTY

OFFICE OF NEIGHBORHOOD COMPLIANCE
ADMINISTRATION
LIEN & COLLECTION SECTION
Settlement Request Form to Supervisor

08/11/2009

Pay Plan #: 7041
Property Address: 2721 NW 44 ST **Folio No.:** 30-3121-026-1210
This Property is: In Compliance

*** OFFICE OF NEIGHBORHOOD COMPLIANCE**

Lien Ref	Complaint No.	CVN #	Violation Location	Settlement Amnt	FINAL Settlement
19990	200804007718	B011509	2721 NW 44 ST	$1,426.50	$1,426.50

REMEDIATION

Lien Ref	Complaint No.	CVN #	Violation Location	Settlement Amnt	FINAL Settlement
20852	200804007718 - R	B011509	2721 NW 44 ST	$966.38	$966.38

TOTAL AMOUNT DUE: $2,392.88

Comments:

Cmm 8/12/09

TMMRP_LIEN_SETTLE_REQ_EN

* All files should have a recent SEFA and PTXA report.
* All files should have a recent calculation of interest if the file is at the lien stage.
* All files should have a new Violation Progress Report for Carmen's comments.

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 16, 2010

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

SUBJECT: Agenda Item No. 12(A)(1)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

✓ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 12(A)(1)
3-16-10

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT RESOLVING PENDING LITIGATION BETWEEN MIAMI-DADE COUNTY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.; AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO RELEASE COUNTY LIENS

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 this Board hereby approves the execution of a Settlement Agreement of the pending litigation between the Miami-Dade County and Neighbors and Neighbors Association, Inc., in substantially the form attached hereto and made a part hereto; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the Mayor or the Mayor's designee to release all County liens associated with the with the four (4) lots prior to the conveyance of said lots from neighbors and Neighbors Association, Inc. to Habitat for Humanity of Greater Miami, Inc.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of March, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR MIAMI-DADE COUNTY

GENERAL JURISDICTION DIVISION

CASE NO. 09-04677 CA 15

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

Plaintiff,

vs.

NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. a Florida not-for-profit corporation, and FOSTER CONSTRUCTION OF SOUTH FLORIDA, a Florida Corporation,

Defendants.
_____/

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is entered into as of this ___ day of _____ 2010 (the "Effective Date") by Plaintiff, MIAMI-DADE COUNTY (the "County") , and Defendant, NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. ("NANA").

WHEREAS, the County and NANA are parties to that certain lawsuit pending in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida captioned *Miami-Dade County v. Neighbors and Neighbors Association, Inc. and Foster Construction of South Florida, Inc.,* Case No. 09-04677 CA 15 (the "Lawsuit"), involving the property legally described in Exhibit "A" hereto (the "Property"); and

WHEREAS, the Parties desire to amicably resolve and settle all disputes, claims, controversies, and differences between or amongst each other; and

WHEREAS, the Parties expressly deny any liability to the other Parties; and

WHEREAS, the Parties acknowledge that Defendant Foster Construction of South Florida, Inc. has conveyed all right, title, and interest, if any, in the Property which is the subject of this lawsuit, to NANA by quit claim deed attached hereto as Exhibit "B;" has served a Disclaimer of Interest; and therefore, has been dismissed as a party in this action; and

WHEREAS, NANA represents that from the date that NANA acquired an ownership interest

in the Property to the date of execution of this Settlement Agreement, 1) the Property has not been mortgaged, liened, leased, or encumbered in any matter which could adversely affect title to the property, including but not limited to unpaid costs for labor or material and recorded or unrecorded mechanic's liens, but excluding all County liens and unpaid property taxes, 2) that no other person or entity currently has any possessory right in or to the Property, and 3) that it has not and will not execute any instrument or act in any way that would adversely affect the title to Property, and that it will not lien, encumber, or mortgage the Property subsequent to the date of execution of this Settlement Agreement,

NOW THEREFORE, in consideration and reliance upon the covenants undertaken herein by the Parties including the whereas clauses set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Within five (5) business days of the Effective Date of this Agreement as defined in Paragraph 6, herein (the "Effective Date"), NANA shall convey, execute and forward to Habitat for Humanity of Greater Miami, Inc. ("Habitat for Humanity"), a not for profit corporation, a deed in substantially the form attached hereto as Exhibit "C," and shall simultaneously serve a copy upon the County.

2. The effectiveness of such transfer is expressly contingent upon acceptance by the Habitat for Humanity, which shall be evidenced by action of the Board of Habitat for Humanity and the recording of the warranty deed. If Habitat for Humanity, in its sole discretion, does not accept such transfer, this Agreement is null and void. NANA understands that such acceptance is an express contingency to the settlement of this matter. If Habitat for Humanity, in it its sole discretion, does not accept such transfer via Board action and recordation within thirty (30) days from the Effective Date, then this Agreement is voidable by any party hereto upon written notice to the other party hereto.

3. Within three (3) business days of recordation of the deed after acceptance of the transfer by Habitat and execution and recordation of Rental Regulatory Agreement, the County and NANA shall execute and deliver to counsel for the other party the releases in the form attached as Exhibits "D" and "E," respectively.

4. Within three (3) business days of receipt of the releases described in Paragraph 3 of this Agreement, the County agrees to file a notice of dismissal of the Lawsuit against NANA with prejudice.

5. In addition to the conditions set forth in Paragraphs 1, 2 and 3, this Agreement and the Parties' obligations hereunder are contingent upon the final approval of this Agreement by the Board, which shall be within the Board's sole discretion. If the Board, in its sole discretion, does not approve of the Agreement, this Agreement shall be null and void. Defendant understands that such approval is an express contingency to the settlement of this matter.

6. The Effective Date of this Agreement shall be the date upon which the Mayor or the

Mayor's designee executes same.

7. The parties warrant that (i) they have executed this Agreement with full knowledge of their rights; (ii) they have received independent legal advice from their attorneys with respect to the matters herein set forth and the rights and asserted rights arising out of said matters; and (iii) they have not relied on any statements or representations (other than representations set forth in this Agreement) by any other party or its representatives.

8. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida.

9. The parties agree that any dispute arising out of, or associated with, this Agreement shall be litigated in and only in Miami-Dade County, Florida, USA.

10. No waiver or modification shall be binding unless executed in writing by all parties.

11. The parties hereby acknowledge that in connection with any claim or dispute arising out of or relating to this Agreement, including any litigation, arbitration or other proceeding alleging a breach of the terms of this Agreement, the prevailing party or parties shall recover, in addition to damages, costs or equitable relief otherwise recoverable, actual reasonable attorneys' fees and costs incurred by such prevailing party or parties prosecuting or defending such claim or dispute.

12. Each party has participated in the drafting and preparation of this Agreement, and this Agreement shall be construed as a whole according to the fair meaning and not for or against any party.

13. This Agreement constitutes the entire, integrated agreement made by and among the parties. This Agreement fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements, pertaining to the subject matter hereof.

14. Each of the parties hereto represents and warrants that it has full and complete authority to enter into and execute this Agreement under the terms set forth above, and subject to the contingencies set forth herein.

15. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement.

For Plaintiffs:

By: _____
TERRENCE SMITH, ESQ.
DEBRA HERMAN, ESQ
Assistant County Attorneys
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

By: _____
GEORGE M. BURGESS
County Manager

For Defendant Neighbors and Neighbors, Inc.

By: John M. Little
JOHN LITTLE, ESQ.
Legal Services of Greater Miami, Inc.
3000 Biscayne Boulevard Suite 500
Miami, Florida 33138.

EXHIBIT "A"
LEGAL DESCRIPTION

1.) **Folio 30-3122-025-0280**
The South 25 FEET of LOT 8 and the NORTH 12.5 FEET of LOT 9, BLOCK 2, TREASURE HEIGHTS, according to the plat thereof as recorded in Plat Book 12 at Page 72 of the Public Records of Miami-Dade County, Florida.

2.) **Folio #30-3122-025-0270**
The North 25 FEET LOT 8 and LOT 7 LESS the North 37.5 FEET, BLOCK 2, of TREASURE HEIGHTS, according to the plat thereof, as recorded in Plat Book 12 at Page 72 of the Public Records of Miami-Dade County, Florida.

3.) **Folio #30-3121-026-0830**
LOTS 26 & 27, BLOCK 3, of ROOSEVELT PARK, according to the plat thereof, as recorded in Plat Book 9 Page 90 of the Public Records of Miami-Dade County, Florida.

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

EXHIBIT "B"
QUIT CLAIM DEED FROM FOSTER TO NANA

CFN 2009R0494467
OR Bk 26932 Pgs 4606 - 4607; (2pgs)
RECORDED 07/09/2009 10:56:02
DEED DOC TAX 0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

EXHIBIT "B"

Folio No(s): 30-3122-025-0280
30-3122-025-0270
30-3121-026-0830
30-3121-026-1210

QUIT CLAIM DEED

This Indenture is made on the date indicated below between

Foster Construction of South Florida, Inc., a Florida corporation,

the party of the first part, and

Neighbors and Neighbors Association, Inc., a Florida Corporation

whose mailing address is 180 NW 62nd St. Miami, Florida 33150, the party second part,

Witnesseth: that the party of the first part, for and in consideration of the sum of 10 dollars paid by the said party of the second part, the receipt whereof is hereby acknowledged, does remise, release and convey unto the said party of the second part, and its heirs and assigns, forever, to the first party of first part has in and to the following described lot, piece or parcel of land to wit:

1.) Folio 30-3122-025-0280
The South 25 FEET of LOT 8 and the NORTH 12.5 FEET of LOT 9, BLOCK 2, TREASURE HEIGHTS, according to the plat thereof as recorded in Plat Book 12 at Page 72 of the Public Records of Miami-Dade County, Florida.

2.) Folio #30-3122-025-0270
The North 25 FEET LOT 8 and LOT 7 LESS the North 37.5 FEET, BLOCK 2, of TREASURE HEIGHTS, according to the plat thereof, as recorded in Plat Book 12 at Page 72 of the Public Records of Miami-Dade County, Florida.

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

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

1

16

IN WITNESS WHEREOF, the said party of the first part has executed this Quitclaim Deed in its name by its duly authorized officer.

Foster Construction of South Florida, Inc.

By: _____
Dexter Foster, President
400 NW 183 St
Miami, FL 33169

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Dexter Foster who is either personally known by me or who produced a valid Florida drivers license and executed the foregoing instrument on behalf of the party of the first part on this day and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 07 day of June, 2009.

_____
Notary Public

Ramonda Gordon
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # DD878075
EXPIRES: APR. 06, 2013
WWW.AARONNOTARY.com

In Witness Whereof, Dexter Foster, President of the party of the first part, has set his hand and seal the day and year first above written. Signed, sealed, and delivered in our presence:

FIRST WITNESS:
_____
Signature
JAMES E. HARRISON
Legibly print name

SECOND WITNESS:
_____
Signature
Adrian Jackson
Legibly print name

EXHIBIT "C"

DEED TO
HABITAT FOR HUMANITY OF GREATER MIAMI, INC.

Exhibit "C"

Instrument prepared by and return to:

Folio Nos: 30-3122-025-0280
30-3122-025-0270,30-3121-026-0830
30-3121-026-1210

DEED

(Space above this line reserved for recording use only)

THIS INDENTURE, made on this date of September ____, 2009, between NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., a Florida Not-for Profit Corporation, Grantor, whose address is 180 NW 62nd Street Miami, Florida 33150 ("Grantor") and HABITAT FOR HUMANITY OF GREATER MIAMI, INC., Grantee, whose address is 3800 N.W. 22 Ave. Miami, Florida 33142 (**Grantees"**),

WITNESSETH, that Grantor, for and in consideration of the sum of $10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaim to Grantees and Grantees' heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in Miami-Dade County, Florida:

Legal Description:

1.) **Folio 30-3122-025-0280**
The South 25 FEET of LOT 8 and the NORTH 12.5 FEET of LOT 9, BLOCK 2, TREASURE HEIGHTS, according to the plat thereof as recorded in Plat Book 12 at Page 72 of the Public Records of Miami-Dade County, Florida.

5.) **Folio #30-3122-025-0270**
The North 25 FEET LOT 8 and LOT 7 LESS the North 37.5 FEET, BLOCK 2, of TREASURE HEIGHTS, according to the plat thereof, as recorded in Plat Book 12 at Page 72 of the Public Records of Miami-Dade County, Florida.

6.) **Folio #30-3121-026-0830**
LOTS 26 & 27, BLOCK 3, of ROOSEVELT PARK, according to the plat thereof, as recorded in Plat Book 9 Page 90 of the Public Records of Miami-Dade County, Florida.

7.) **Folio #30-3121-026-1210**
LOT 35 LESS W10FT thereof and LOTS 36 & 37 BLOCK 4, of ROOSEVELT PARK,

according to the plat thereof, as recorded in Plat Book 9 Page 90 of the Public Records of Miami-Dade County, Florida.

(hereinafter the "Properties").

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and all past due taxes, taxes for the current year and subsequent years, and to the following additional restrictions:

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

2. That the Properties shall be developed with affordable housing within one (1) year of the recording of this deed, as evidenced by the issuance of a final Certificate of Occupancy. In the event Grantee fails to complete the construction of the home(s) within one (1) year from the date of this deed, title shall automatically revert to Miami-Dade County as a matter of law and pursuant to this reverter. Notwithstanding, Miami-Dade County may, in its sole discretion, waive this reverter condition if Miami-Dade County finds it necessary to extend the time frame in which Grantee must complete the homes. Such waiver by Miami-Dade County, to be effective must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation of a letter executed by the County Mayor or the Mayor's designee giving such waiver and specifying the new time frame in which Grantee must complete the home. The letter by Miami-Dade 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 (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to Miami-Dade County.

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

Grantee shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the

County's "Affordable Housing Restrictive Covenant;" and include the following language in the deed of conveyance:

> This property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the property shall remain affordable during the "Control Period." The "Control Period" commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from Miami-Dade County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in section 17-122(n) of the Code of Miami-Dade County 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.

Grantee (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Grantee 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 Grantee may encumber the property with:

a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and

b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.

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

Upon receiving proof of compliance with all the deed restrictions listed above, Miami-Dade County shall furnish the Grantee an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the public records of Miami-Dade County, Florida.

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

In WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written. Signed, sealed and delivered in our presence.

NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.,

WITNESSES:

_____

Signature
Printed Name:
_____

Date:_____

_____

Name:
_____
Address:
_____

_____

Name:
_____
Address:
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this date: _____ by _____, who is/are known to me or produced the following _____ as identification.

_____

Notary Public -- State of Florida
Printed Name:_____
(Seal)

EXHIBIT "D"
RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MIAMI-DADE COUNTY ("First Party"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., together with its directors, officers, attorneys, employees, agents, insurers, successors and assigns (hereinafter collectively referred to as the "Second Party"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity, which the First Party ever had, now has, or may have against the Second Party, from the beginning of the world to the day of this Release; provided, however, that this release is expressly limited to the claims which were asserted or alleged in that certain legal action pending between the First Party and Second Party in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida captioned *Miami-Dade County v. Neighbors and Neighbors Association, Inc. and Foster Construction of South Florida, Inc.*, Case No. 09-04677 CA 15.

This will also acknowledge that the undersigned has been advised by counsel regarding the effect of the signing, swearing to, and delivering of this Release; that no promise, inducement or agreement not expressed herein has been made to the First Party; that First Party has not assigned any claim against Second Party to any person; that this Release contains the entire agreement between the parties; and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2009.

MIAMI-DADE COUNTY

_____ By: _____

Witness _____ (print name)

_____ (print title)

_____

Witness

EXHIBIT "E"

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. ("First Party"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge MIAMI-DADE COUNTY, together with their directors, officers, attorneys, employees, agents, insurers, successors and assigns (hereinafter collectively referred to as the "Second Party"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity, which the First Party ever had, now has, or may have against the Second Party, from the beginning of the world to the day of this Release; provided, however, that this release is expressly limited to the claims which were asserted or alleged in that certain legal action pending between the First Party and Second Party in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida captioned *Miami-Dade County v. Neighbors and Neighbors Association, Inc. and Foster Construction of South Florida, Inc.*, Case No. 09-04677 CA 15.

This will also acknowledge that the undersigned has been advised by counsel regarding the effect of the signing, swearing to, and delivering of this Release; that no promise, inducement or agreement not expressed herein has been made to the First Party; that First Party has not assigned any claim against Second Party to any person; that this Release contains the entire agreement between the parties; and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2009.

NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.

By: _____

_____ (print name)

_____ (print title)

_____
Witness

_____
Witness