MEMORANDUM

Agenda Item No. 11(A)(33)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	March 2, 2010
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution directing the Mayor to record quit claim deed, resolutions, and other documents or instruments associated with the 1968 conveyance of properties from the Housing Authority of the City of Miami to Miami-Dade County

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dorrin D. Rolle.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

MEMORANDUM

(Revised)

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

DATE: March 2, 2010

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

SUBJECT: Agenda Item No. 11(A)(33)

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. 11(A)(33)
3-2-10

RESOLUTION NO. _____

RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO RECORD QUIT CLAIM DEED, RESOLUTIONS AND OTHER DOCUMENTS OR INSTRUMENTS ASSOCIATED WITH THE 1968 CONVEYANCE OF PROPERTIES FROM THE HOUSING AUTHORITY OF THE CITY OF MIAMI TO MIAMI-DADE COUNTY

WHEREAS, on November 30, 1954 the United States of America by and through the Public Housing Administration conveyed to the Housing Authority of the City of Miami ("City Housing Authority") the Property as more fully described in that certain Quit Claim Deed ("November 30, 1954 Deed") attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the City Housing Authority executed Declarations of Trust, attached hereto as Exhibit B and incorporated by reference, and recorded same in the public records of Miami-Dade County against the Property; and

WHEREAS, on November 13, 1967, the Miami City Commission through Resolution No. 39166, which is attached hereto as Exhibit C and incorporated by reference, agreed to transfer all of the duties, functions and property of the City Housing Authority to Miami-Dade County "County"); and

WHEREAS, on January 18, 1968, the City Housing Authority also adopted a resolution concurring with the Miami Commissions' actions and further authorized the execution and delivery in escrow to the County a Quit Claim Deed dated January 18, 1967 ("City Housing Authority Deed"), which is attached hereto as Exhibit D and incorporated by reference; and

WHEREAS, although the City Housing Authority Deed did not provide a legal description of the property to be conveyed to the County, it is clear that the City Housing Authority intended to transfer all of its powers, functions and duties to the County and to convey the Property described in the November 30, 1954 Deed as well as any other properties that were conveyed to the City Housing Authority by other prior non-federal government owners; and

WHEREAS, the City Housing Authority Deed quit claims to the County "all property, both real and personal vested in it or in which it has any interest whether real or equitable, subject to all limitations and restrictions of record, including specifically but not limited to those several declarations of trust heretofore executed by the Housing Authority at the instance of the United States through the Public Housing Administration, whether of record or not;" and

WHEREAS, the City Housing Authority conditioned the release of the City Housing Authority Deed from escrow upon receipt in writing from the City Attorney of the City of Miami "that all conditions of its resolution have been met;" and

WHEREAS, on January 29, 1968, the City Attorney by letter, a copy of which is attached hereto as Exhibit E and incorporated by reference, advised that the conditions of the City Housing Authority's Resolution had been met and further authorized the presentation of the City Housing Authority Deed to the County Commission for acceptance on February 1, 1968; and

WHEREAS, on February 6, 1968, the County Attorney presented the County Commission for acceptance and such conveyance was accepted by motion dully adopted by the County Commission; and

WHEREAS, on February 19, 1968, the County Commission adopted Resolution No. R-199-68, which is attached hereto as Exhibit F and incorporated by reference, accepting the City Housing Authority Deed and declaring and transferring all the powers, functions and duties of the City Housing Authority to the County; and

WHEREAS, notwithstanding the passage of the foregoing resolutions, the City Housing Authority Deed was never recorded in the public records of Miami-Dade County; and

WHEREAS, notwithstanding the failure to record the City Housing Authority Deed the County, operating as a public housing authority for the past 42 years, has been the sole owner and operator of all the properties conveyed by the City Housing Authority to the County; and

WHEREAS, the United States Department of Housing and Urban Development has also recognized the County to be the public housing authority by virtue of the execution of an Annual Contribution Contract and a Declarations of Trust; and

WHEREAS, the recording in the public records of the City Housing Authority Deed, the resolutions passed by the City Commission, the City Housing Authority and the County Commission and any other required documents or instruments will demonstrate that the County is the rightful and legal owner of those certain properties described herein,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Directs the Mayor or the Mayor's designee to record in the public records of Miami-Dade County the City Housing Authority Deed dated January 18, 1967, City of Miami Resolution No. 39166, County Commission Resolution No. R-1999-68, this resolution and any

other documents or instruments required to establish the County's ownership in the properties described herein.

Section 2. Directs the Clerk of the Board, pursuant to Resolution No. R-974-09 to attach and permanently store recorded copies of any instrument required by Section 1 of this resolution.

Section 3. This resolution is intended to provide for proper recordation and preservation of instruments evidencing the County's real property interests, and the failure to comply with any of its terms shall not affect the validity of any resolution or instrument creating or reserving such real property interest.

The Prime Sponsor of the foregoing resolution is Commissioner Dorrin D. Rolle. It 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 2nd 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

QUIT CLAIM DEED - Dated 11-30-54, filed 12-2-54, in Deed Book 4005 at page 409, Clerk's File No. DD-153957.

QUITCLAIM DEED

THIS INDENTURE, made this 30th day of November, 1954 (which date is herein called the "Conveyance Date") by and between the UNITED STATES OF AMERICA acting by and through the PUBLIC HOUSING ADMINISTRATION (herein called the "Grantor") under and pursuant to the powers and authority contained in the so-called Lanham Act (Public Law 849, 76th Congress, as amended, particularly the amendments contained in Public Law 475 - 81st Congress), Reorganization Plan No. 3 of 1947 (12 F. R. 4981), Delegations to the Public Housing Commissioner of Functions and Powers, as amended (15 F. R. 369 and 372; 18 F. R. 4612, 4613; 19 F. R. 2599), Delegations of Final Authority (19 F. R. 871, 2, 3), Executive Order 10462 dated June 19, 1953 (18 F. R. 3612) and Delegations of Authority under Executive Order 10462 (19 F. R. 2519) and THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA (herein called the "Grantee") a public body corporate and politic organized and existing under the laws of the State of Florida.

WITNESSETH:

That subject to the conditions hereinafter set forth and for and in consideration of the Grantee for a period of 40 years following the Conveyance Date (1) maintaining and operating the hereinafter described properties for low-rent use in accordance with the provisions of that certain contract between the Grantor and the Grantee dated August 19, 1953, as amended, and as may be hereafter amended (herein called the "ADMINISTRATION CONTRACT"), a copy of which Contract as amended is attached hereto as part hereof identified as Exhibit "A", and (2) annually paying to the Grantor, its successors or assigns, the RESIDUAL RECEIPTS of such properties (as these are defined in the Administration Contract), the Grantor has remised, released, and forever quitclaimed, subject to the covenants, terms and conditions herein set forth, to the said Grantee and by these presents does remise, release and forever quitclaim, subject to the covenants, terms and conditions herein set forth, to the Grantee, its successors and assigns forever, all the right, title, interest, claim

EXHIBIT

and demand which the Grantor has in and to the following described property, situate, lying and being in the County of Dade, State of Florida, to-wit:

A tract of land lying and being in the City of Miami, County of Dade, State of Florida, and described as follows:

(For purposes of description in the City of Miami Monument line on N. W. 75th Street and the north line of the South one-half (S½) of the southwest one-quarter (SW¼) of Section Twelve (12) Township Fifty-three (53) South, Range Forty-Two (42) East which are parallel, are assumed to run East; said monument line being five (5) feet north of said fractional section line.)

BEGINNING at a city monument at the intersection of Northwest 75th Street with Northwest Seventh Avenue; thence due East 176 feet; thence South 00 degrees 18 minutes 01 seconds East 5 feet to the point of beginning of this description; THENCE South 0 degrees 18 minutes 01 seconds East 462.07 feet to a point; thence North 89 degrees 49 minutes 20 seconds East 159.0 feet to a point; thence South 00 degrees 18 minutes 01 seconds East 200.0 feet to a point; thence North 84 degrees 49 minutes 20 seconds East 1635.14 feet to a point; thence North 00 degrees 11 minutes 42 seconds West 656.44 feet to a point; thence due West 1815.37 feet to the point of beginning; containing 20.720 acres, as shown by "Plat Land Being Acquired for Defense Housing Project at Miami, Dade County, Fla.", together with the improvements thereon, if any; subject to the rights of the public in Northwest 73rd Street within the boundaries of the above described property.

Said land being shown on Plat, dated April 17, 1941, of "Land Being Acquired for Defense Housing Project at Miami, Dade County, Fla."; being Project Fla.8062; and being property acquired in fee simple title by the United States of America under Condemnation Proceedings entitled "United States of America, Petitioner for Condemnation vs. Certain Parcels of Land in the City of Miami, County of Dade, State of Florida, and A. E. Aikman, et al, Defendants"; being Civil Action No. 399-M, filed in the District Court of the United States, in and for the Southern District of Florida.

TOGETHER WITH: All buildings, structures, improvements, utilities and fixtures and appurtenances thereto, and those certain personal properties and chattels described in an inventory attached hereto as part hereof identified as Exhibit "B".

All of said land, buildings, structures, improvements, utilities, fixtures, appurtenances and personal properties and chattels are herein called the "PROJECT".

PROVIDED, that upon the occurrence of a SUBSTANTIAL BREACH or a SUBSTANTIAL DEFAULT under the Administration Contract (as such terms are defined in such Contract), the estate hereby conveyed shall terminate, and in case of Substantial Breach, upon notice thereof to the Grantee, possession of the Project shall revert to and revest in the Grantor, its successor or successors, or in the case of Substantial Default, at the option of the Grantor and upon notice thereof to the Grantee, either title to the Project or possession of the Project shall revert to and revest in the Grantor, its successor or successors, without any other act of the Grantor, its successor or successors, free of any right of the Grantee, its successors or assigns, except as otherwise provided in the Administration Contract.

The Project is conveyed herein subject to additional conditions, exceptions and reservations, as follows:

> All uranium, thorium, and all other materials determined pursuant to section 5(b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through itsauthorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect; and Subject to existing easements for utilities and rights-of-way.

This instrument is executed and delivered to the said Grantee, its successors or assigns, without covenants by the Grantor either express or implied.

The Grantee, for itself and its successors or assigns, joins in the execution of this instrument for the purpose of accepting the conveyance of the Project subject to the conditions hereinbefore set forth and hereby covenants; (1) not to convey or encumber the Project except as in the Administration Contract expressly authorized; (2) to maintain and operate the Project for a period of 40 years following the Conveyance Date for low-rent use in accordance with the provisions of the Administration Contract; (3) to annually pay to the Grantor, its successors or assigns, the Residual Receipts of the Project (as defined in the Administration Contract); (4) to deliver possession of the Project to the Grantor, its successors or assigns, upon the occurrence of a Substantial Breach (as defined in the Administration Contract); and (5) to reconvey title to or possession of the Project (at the option of the Grantor) to the Grantor, its successors or assigns, upon the occurrence of a Substantial Default (as defined in the Administration Contract).

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest or claim whatsoever of the Grantor, either in law or equity, subject to said terms, covenants and conditions herein set forth, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF the UNITED STATES OF AMERICA, Grantor herein, has caused these presents to be executed in its name by the PUBLIC HOUSING ADMINISTRATION and the seal of the Public Housing Administration to be hereunto affixed the year and day first above written and

The Housing Authority of the City of Miami, Florida, Grantee herein, has caused these presents to be executed in its name and its seal to be hereunto affixed on the 1st day of December, 1954, all as of the Conveyance Date.

UNITED STATES OF AMERICA
HOUSING AND HOME FINANCE AGENCY
PUBLIC HOUSING ADMINISTRATION, GRANTOR

By C. R. Hanson
Director, Atlanta Field Office
Public Housing Administration

Witnesses:
John E. Jarrett
Martha E. Cox

ATTEST:
Pauline Crawford
Attesting Officer

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA GRANTEE

By
Chairman

Witnesses:
A. L. Lenkel
E. L. Murray

ATTEST:
Secretary

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I HEREBY CERTIFY, that on this 30th day of November, 1954, personally appeared A. R. Hanson and Pearl Sandow, to me well known as the persons described in and who executed the foregoing instrument and acknowledged that they as the Director and the Attesting Officer, respectively, Atlanta Field Office, Public Housing Administration, Housing and Home Finance Agency, of the United States of America, executed the same for the purposes therein expressed as the free act and deed of the United States of America, and affixed thereto the official seal of the Public Housing Administration, Housing and Home Finance Agency, and that the said instrument is the act and deed of the United States of America.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 30th day of November, 1954.

Pauline Crawford
Notary Public

My Commission expires: 1-12-55

NOTARY PUBLIC GEORGIA (SEAL)

PHA-2242
Rev. May 1952

ADMINISTRATION CONTRACT 1/

PART ONE

THIS AGREEMENT entered into on the 19th day of August, 19 53 by and between The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a body corporate and politic organized and existing under the laws of the State of Florida, and the PUBLIC HOUSING ADMINISTRATION (herein called the "PHA"), which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947 (12 F.R. 4981), the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, (Public Law 412 - 75th Congress) which Act, as amended to the date of this Contract, is herein called the "Act", and which is also administering, pursuant to delegation of authority from the Administrator of the Housing and Home Finance Agency (15 F.R. 372 and 2517), the disposition of war and veterans housing projects by conveyance to local public housing agencies in accordance with the provisions of the so-called Lanham Act (Public Law 849 - 76th Congress, as amended, particularly the amendments contained in Public Law 475 - 81st Congress and Public Law 139 - 82nd Congress), which so-called Lanham Act, as amended to the date of this Contract, is herein called the "Enabling Law", and in accordance with Executive Order 10339, dated April 5, 1952 (17 F.R. 3012).

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

Sec. 1. The Project.

The United States of America now owns the war housing project located in the City of Miami, (herein called the "Municipality"), County of Dade, State of Florida, designated as Project No Fla-8062, containing 200 dwelling units, herein called the "Project", which Project upon conveyance to the Local Authority (as hereinafter provided) will be designated by a low-rent housing number assigned by the PHA.

Sec. 2. Request and Need for Project.

The Local Authority represents, and the PHA hereby finds, that on or before the 31st day of December 1952, the governing body of the Municipality requested the conveyance of the Project and the Local Authority demonstrated to the satisfaction of the PHA that there is a need for low-rent housing (as such term is defined in the Act) within the area of operation of the Local Authority which is not being met by private enterprise. The PHA hereby determines that the Project will meet such need in whole or in part, and is suitable for low-rent housing use.

Sec. 3. Tax Exemption.

The Local Authority represents that during the Administration Period under the Constitution and Statutes of the State of Florida the Project will be exempt from all real and personal property taxes which may be levied or imposed by the State, city, county, or other political subdivision.

1/ For use where conveyance of project will not be accomplished until Disposition Suspension Order is terminated.

EXHIBIT "A"

Sec. 4. Cooperation Agreement.

The Local Authority represents, and the PHA hereby finds, that the Local Authority as of the 26 day of November, 1951, as amended April 30 1953 entered into an agreement with the City of Miami [redacted] (herein called the "Cooperation Agreement") [redacted], which Cooperation Agreement is satisfactory to the PHA, and provides, among other things, (1) that the Municipality will furnish local cooperation in connection with the Project, and (2) that the Local Authority will make payments in lieu of taxes in connection with the Project not in excess of the amounts permitted under the Enabling Law.

Sec. 5. Conveyance of Project.

(A) Subject to the provisions of this Contract, the PHA hereby agrees to convey to the Local Authority all of its right, title, and interest in and to the Project, and the Local Authority hereby agrees to accept such conveyance.

(B) The PHA shall convey the Project to the Local Authority as of a date (herein called the "Conveyance Date") to be designated by the PHA which shall be subsequent to determination by the PHA that a change in the national policy with respect to the conservation of Federally-owned housing for defense purposes permits such conveyance: Provided, That such change occurs on or before Dec. 31, [redacted] 1952, or before such later date as may be mutually agreed upon by the PHA and the Local Authority; and Provided further, That the PHA shall be under no obligation to make such conveyance and this Contract shall be void and of no effect if such change as determined by the PHA does not occur on or before Dec. 31, [redacted] 1953, or before such later date.

(C) There shall be included in such conveyance only such portions of the land comprising the site of the Project, and only such buildings, structures, improvements, utilities, equipment, fixtures, appurtenances, and personal property located thereon on the Conveyance Date, as the PHA shall deem necessary for the operation of the Project. The land to be included in such conveyance shall be further identified by a plat or plats which shall be furnished by the Local Authority by the PHA within six months from the date of this Contract or not less than thirty days prior to the Conveyance Date, whichever date is the earlier. The buildings, structures, improvements, utilities, equipment, fixtures, appurtenances, and personal property to be included in such conveyance shall be identified in an inventory to be made jointly by the PHA and the Local Authority not less than thirty days prior to the Conveyance Date. The PHA's decision shall be final on any question which may arise relating to the identity of the property to be included in the conveyance.

(D) The PHA shall convey the Project on a "WHERE IS AND AS IS" basis, without warranty or guaranty as to quantity, quality, or location, by quitclaim instrument or instruments, subject to all outstanding exceptions, reservations, and restrictions affecting the Project on the date of this Contract, and subject to a reservation of fissionable materials as required by Executive Order No. 9808, dated December 5, 1947. The conveyancing instrument or instruments shall contain appropriate provision to insure performance of the Local Authority's obligations under this Contract, including provision for reversion of possession of or title to the Project to the PHA under the conditions hereinafter in this Contract set forth.

(E) The Local Authority shall pay all costs of closing, including the costs of all Federal and State stamps required to be placed on the conveyance instruments, and the cost of recording the same, all registration fees, all taxes levied on the execution or the recordings thereof, and all costs for title certificates, title insurance, or other like documents. The PHA, at the time of closing, shall deliver to the Local Authority any abstracts, certificates or other evidence of title relating to the Project which it may then possess.

(F) The Local Authority shall execute the conveyancing instrument or instruments to accept conveyance of the Project subject to the provisions of this Contract and shall covenant therein (1) not to convey or encumber the Project except as in this Contract expressly authorized, (2) to maintain and operate the Project during the Administration Period in accordance with the provisions of this Contract, and (3) to deliver possession of or title to the Project to the PHA when and if required under the provisions of this Contract.

(G) Payments in lieu of taxes shall be prorated as of the Conveyance Date. Any amount due the PHA as a result of such proration shall be paid by the Local Authority not later than the date upon which the first payment of Residual Receipts is due pursuant to Sec. 206.

Sec. 6. Consideration for Conveyance.

For the period of forty years following the Conveyance Date (herein called the "Administration Period"), the Local Authority shall (1) maintain and operate the Project in accordance with the provisions of this Contract, and (2) annually pay to the PHA the Residual Receipts of the Project. The maintenance and operation of the Project in strict compliance with the provisions of this Contract, the payment of the Residual Receipts of the Project to the PHA, and the performance of all other obligations of the Local Authority herein provided shall constitute the consideration for conveyance of the Project.

Sec. 7. National Emergency.

During any period of national emergency in connection with national defense as declared by the President of the United States or any period during which a state of war between the United States and any foreign power exists, and upon either a determination by the President of the United States that there is an acute shortage of housing in the locality of the Project which impedes the national defense and that the necessary housing would not otherwise be provided when needed for persons engaged in national defense activities, or a determination by the President of the United States that there is an acute need for housing in the locality of the Project to assure the availability of dwellings for persons engaged in national defense activities, the Local Authority shall, to the maximum extent authorized or permitted under applicable Federal and State laws then in effect, operate the Project to provide housing for persons engaged in national defense activities.

Sec. 8. Incorporation of Part Two in this Contract.

[(A)] For convenience, various provisions of this Administration Contract are embodied in a separate document designated "Terms and Conditions", being Form PHA-2243, Rev. July 1952, which [illegible] constitutes Part Two of this Contract. The provisions, terms, covenants, and conditions embodied in Part Two are binding upon the parties hereto, with the same effect as if set forth in full in this Part One of this Contract. The term "Contract" as used herein shall mean this Administration Contract, consisting of this Part One and the Terms and Conditions constituting Part Two thereof.

[illegible]

Sec. 9. Performance of Conditions Precedent to Validity of this Contract.

The Local Authority certifies that all conditions precedent to the valid execution and delivery of this Contract on its part have been complied with, and all things necessary to constitute this Contract its valid, binding, and legal agreement on the terms and conditions and for the purposes herein set forth have been done and have occurred, and that the execution and delivery of this Contract on its part have been and are in all respects duly authorized in accordance with law. The PHA similarly certifies with reference to its own execution and delivery of this Contract.

/Sec. 10. Independence of Lease and this Contract.

This Contract shall not in any manner affect the custody or possession of the Project by the Local Authority for the purpose of management and operation thereof in accordance with the terms and conditions of that certain Indenture of Lease (including any extensions or renewals thereof) between the Local Authority and the United States of America, acting by and through the PHA, dated April 1, 1943, except that as of the end of the Conveyance Date such Indenture of Lease shall terminate and settlement shall be made thereunder in accordance with the terms thereof./

/Sec. 11. Additional Provisions./ 1. In Subsection (B) of Sec. 5 (Conveyance of Project) the date "June 30, 1953" wherever it appears therein is changed to the date "December 31, 1953".

2. In Sec. 8 (Incorporation of Part Two in this Contract), Part Two of this Contract designated as "Form PHA-2243, February 1952" is changed to designate "Form 2243, Rev. July 1952".

IN WITNESS WHEREOF, the Local Authority and the PHA have caused this Contract to be executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

/Corporate Name of Local Authority/

By _____

Chairman
Title

(SEAL)

_____
Secretary Title

PUBLIC HOUSING ADMINISTRATION

By _____

Director, Atlanta Field Office
Title

(SEAL)

Attest:

_____
Attesting Officer

- 4 -

JAN 31 1955
ATTEST: A TRUE COPY
from records of
Public Housing Administration.
_____
Attesting Officer

A-44

PUBLIC HOUSING ADMINISTRATION

HOUSING AND HOME FINANCE AGENCY

Re: Contract No. (A-FLA-8062)dml
Date of Contract August 19, 1953
Project No. FLA-8062

Amendment No. 1

The Housing Authority of the
City of Miami, Florida
327 Northwest Sixty-Second Street
Miami 38, Florida

Gentlemen:

The Contract identified above between the Public Housing Administration and your Authority relating to the conveyance of the war housing identified above for low-rent use pursuant to Sec. 606 of the Lanham Act provided in part that the Public Housing Administration would be under no obligation to make such conveyance if a change in the national policy with respect to the conservation of Federally owned housing for defense purposes did not occur on or before December 31, 1953, or before such later date as might be agreed upon by the parties. In accordance with Executive Order 10462, dated June 19, 1953 (18 F. R. 3613) and the order of the Housing and Home Finance Administrator (18 F. R. 4043) extending the deadline dates for the deposition of Lanham Act Housing, the date of December 31, 1953, identified above, is hereby extended by mutual agreement of the parties to June 30, 1954. Upon execution of this letter by the parties, said Contract, as so modified, shall be and remain in full force and effect.

The original and two copies of this letter, executed on behalf of your Authority, should be returned to this office. The remaining copy of this letter should be retained by your Authority and attached to your copy of the Contract.

Sincerely yours,

PUBLIC HOUSING ADMINISTRATION

By /s/ A. R. Hanson
Field Office Director

The foregoing amendment to Contract is hereby executed on behalf of the Housing Authority of the City of Miami, Florida pursuant to authorization of the Commissioners there of this 18th day of November, 1953.

(SEAL)

ATTEST:

/s/ J. T. Knight
Executive Director

The Housing Authority of the
City of Miami, Florida

By /s/ Peter McCabe
Chairman

PUBLIC HOUSING ADMINISTRATION

HOUSING AND HOME FINANCE AGENCY
Room 358 Peachtree-Seventh Building
50 Seventh Street, N. E.
Atlanta 5, Georgia

May 7, 1954

Re: Contract No. (A-FLA-8062) dm 1
Date of Contract: August 19, 1953
Project No. FLA-8062

Amendment No. 2

The Housing Authority of the
City of Miami, Florida
Post Office Box No. 67
Edison Center Station
Miami 38, Florida

Gentlemen:

The Contract identified above between the Public Housing Administration and your Authority relating to the conveyance of the war housing identified above for low-rent use pursuant to Sec. 606 of the Lanham Act provided in part that the Public Housing Administration was by Amendment No. 1, dated November 18, 1953, extended by mutual agreement of the parties to June 30, 1954.

It is the desire of the parties that such Contract be extended further. This letter evidences the ratification and reaffirmation of said Contract by the parties subject to modification as follows: the date June 30, 1954, identified above, is extended by mutual agreement of the parties to June 30, 1955. Upon execution of this letter by the parties, said Contract, as so modified, shall be in full force and effect.

The original and two copies of this letter, executed on behalf of your Authority, should be returned to this office. The remaining copy of this letter should be retained by your Authority and attached to your copy of the Contract.

Sincerely yours,

PUBLIC HOUSING ADMINISTRATION

By /s/ A. R. Hanson
Field Office Director

The foregoing extension and modification to Contract is hereby executed on behalf of such Housing Authority pursuant to authorization of the Commissioners thereof this 12th day of May, 1954.

(SEAL)

THE HOUSING AUTHORITY OF THE
CITY OF MIAMI, FLORIDA

ATTEST: /s/ J. T. Knight
Secretary

By /s/ Peter McCabe
Chairman

PHA-2243
Rev. July 1952

TERMS AND CONDITIONS 1/

CONSTITUTING PART TWO OF AN

ADMINISTRATION CONTRACT

between

LOCAL AUTHORITY

and

PUBLIC HOUSING ADMINISTRATION

HOUSING AND HOME FINANCE AGENCY
PUBLIC HOUSING ADMINISTRATION
WASHINGTON, D. C.

1/ For operation of Lanham Act Projects transferred to Local Authorities for low-rent use.

ARTICLE I

OPERATION

Sec. 101. Use of Project

The Local Authority shall at all times operate the Project (1) solely for the purpose of providing decent, safe, and sanitary dwellings (including necessary appurtenances thereto) within the financial reach of families who are in the lowest income group and who cannot afford to pay enough to cause private enterprise in their locality or metropolitan area to build an adequate supply of decent, safe and sanitary dwellings for their use (which families are herein called "Families of Low Income"), and (2) in such manner as to promote serviceability, efficiency, economy, and stability.

Sec. 102. Low-rent Character of Project

The Local Authority shall at all times maintain the low-rent character of the Project. The low-rent character of the Project shall be deemed to be maintained so long as (1) the Project is used as provided in Sec. 101, and (2) to the knowledge or information of the Local Authority, no persons have been admitted to occupancy in the Project or allowed to continue occupancy therein except as provided in this Contract.

Sec. 103. Leases

(A) The Local Authority shall lease dwellings in the Project solely to Families of Low Income as provided in this Contract, and may lease at fair rental value any non-dwelling space or facility in the Project. The Local Authority shall not, without the approval of the PHA, grant any concessions, licenses, or permits to use any non-dwelling space or facility in the Project without adequate compensation, except for programs conducted by or primarily for the occupants of the Project or for temporary public, charitable, or similar use.

(B) The Local Authority shall not permit any family to occupy a dwelling in the Project except pursuant to a written lease for such dwelling executed by a responsible member of such family, which lease shall contain all relevant provisions necessary to meet the requirements of the Enabling Law and of this Contract.

Sec. 104. Maximum Income Limits

The Local Authority shall establish for the Project a schedule of maximum income limits for admission and for continued occupancy of families including as a part thereof a statement of standards for determining the net annual income of families (herein called "Net Family Income"). Such schedule of maximum income limits (including the statement of standards for determining Net Family Income) and all revisions thereof shall be

subject to the approval of the PHA. The Local Authority may at any time review and revise such maximum income limits, and shall review and revise such maximum income limits if the PHA determines that changed conditions in the locality make such revisions necessary in achieving the purposes of the Enabling Law and of this Contract.

Sec. 105. Rents

The Local Authority shall establish for the Project schedules of rents. The rent, including the value or cost to the tenant of water, electricity, gas, other heating and cooking fuels, and other utilities, (herein called "Gross Rent") in such schedules shall be related to Net Family Income, and may be related to the number of Minors in the family, or the number of persons in the family, or both. The Gross Rent for each family shall be so established as to be within the financial reach of such family, but shall not be less than one-fifth of the Net Family Income at the time of admission or of any redetermination of Net Family Income less an exemption to be established by the Local Authority not in excess of $100 for each Minor member of the family other than the head of the family and his spouse: Provided, That for continued occupancy the Gross Rent may be limited to the Gross Rent of comparable privately owned housing in the locality. Such rent schedules and all revisions thereof shall be subject to the approval of the PHA. The PHA shall approve any schedules of rents which meet the requirements of the Enabling Law and of this Contract and which reasonably assure the financial solvency of the Project.

Sec. 106. Eligibility for Admission

(A) The Local Authority shall admit as tenants of the Project only Families of Low Income who, at the time of admission, meet all of the following requirements:

(1) Who qualify as a family by virtue of being a group of persons regularly living together which consists of two or more persons related by blood, marriage, or adoption. There may be also considered as part of a family other persons who will live regularly as a part of the family group (including members of the family temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group. A group of unrelated persons living together, or a person living alone, does not constitute a family, nor may lodgers be included in a family;

(2) Whose Net Family Income less (a) an exemption to be established by the Local Authority not in excess of $100 for each Minor member of the family other than the head of the family and his spouse, and (b) an exemption of all amounts paid by the United States Government for disability or death occurring in connection with military service, does not exceed the applicable income limit for admission established by the Local Authority and approved by the PHA;

(3) Who are (a) living in unsafe, insanitary, or overcrowded dwellings, or (b) to be displaced by another low-rent housing project or by a public slum clearance or redevelopment project, or (c) actually without housing, due to causes other than the fault of the tenant, or (d) about to be without housing as the result of a court order of eviction, due to causes other than the fault of the tenant: Provided, That the requirements in this subsection (A) (3) shall not be applicable in the case of a family of any Veteran or Serviceman (or of any deceased Veteran or Serviceman) where application for admission to such housing is made not later than five years after March 1, 1949, nor for a period of one year from the Conveyance Date in the case of families of military personnel as the Secretary of Defense of the United States or his designee may prescribe to the Local Authority;

(4) Who include no person who is a member of an organization designated as subversive by the Attorney General of the United States; and

(5) Who are the family of a citizen of the United States: Provided, That this requirement shall not be applicable in the case of the family of any Serviceman or the family of any Veteran who has been discharged (other than dishonorably) from, or the family of any Serviceman who died in, the armed forces of the United States within four years prior to the date of application for admission, nor for a period of one year from the Conveyance Date in the case of families of military personnel as the Secretary of Defense of the United States or his designee may prescribe to the Local Authority: Provided Further, That this requirement shall be waived by the PHA to the extent and when subsequent changes in Federal Statutes indicate a change in national policy on such requirement. A family shall be considered to be the family of a citizen of the United States if the family member who signs the lease agreement is a citizen of the United States.

(B) A "Minor" as used in this Contract shall mean a person less than twenty-one years of age.

(C) "Serviceman" as used in this Contract shall mean a person in the active military or naval service of the United States who has served therein at any time (i) on or after September 16, 1940, and prior to July 26, 1947, (ii) on or after April 6, 1917, and prior to November 11, 1918, or (iii) on or after June 27, 1950, and prior to such date thereafter as shall be determined by the President. "Veteran" as used in this Contract shall mean a person who has served in the active military or naval service of the United States at any time (i) on or after September 16, 1940 and prior to July 26, 1947, (ii) on or after April 6, 1917, and prior to November 11, 1918, or (iii) on or after June 27, 1950, and prior to such date thereafter as shall be determined by the President, and who shall have been discharged or released therefrom under conditions other than dishonorable.

Sec. 107. Eligibility for Continued Occupancy

(A) The Local Authority shall allow to continue in occupancy in the Project only Families of Low Income who, at the time of re-examination, meet all of the following requirements:

(1) Who qualify as a family (as described in Sec. 106): Provided, That a person or persons remaining as the residuum of a family may be permitted to remain in occupancy;

(2) Whose Net Family Income less (a) an exemption to be established by the Local Authority of either (i) an amount not in excess of $100 for each Minor member of the family other than the head of the family and his spouse, or (ii) an amount equal to all or any part of the income of such Minor less any deductions in connection with such Minor's income which were taken into account in determining the Net Family Income, and (b) an exemption of all amounts paid by the United States Government for disability or death occurring in connection with military service, does not exceed the applicable income limit for continued occupancy established by the Local Authority and approved by the PHA; and

(3) Who are the family of a citizen of the United States: Provided, That this requirement shall not be applicable in the case of the family of any Serviceman or the family of any Veteran who has been discharged (other than dishonorably) from, or the family of any Serviceman who died in, the armed forces of the United States within four years prior to the date of application for admission, nor for a period of one year from the Conveyance Date in the case of families of military personnel as the Secretary of Defense of the United States or his designee may prescribe to the Local Authority: Provided further, That this requirement shall be waived by the PHA to the extent and when subsequent changes in Federal Statutes indicate a change in national policy on such requirement. A family shall be considered to be the family of a citizen of the United States if the family member who signs the lease agreement is a citizen of the United States.

(B) The Local Authority shall not permit any family to continue in occupancy in the Project who, at the time of re-examination or at any other time, includes a person who is a member of an organization designated as subversive by the Attorney General of the United States.

Sec. 108. Tenant Selection

The Local Authority shall select tenants and assign to them dwellings in accordance with its established procedure which shall in all respects conform to the requirements of the Act and of this Contract. In the selection of tenants the Local Authority shall not discriminate against families, otherwise eligible for admission to the Projects, because their incomes are derived in whole or in part from public assistance; and in initially selecting families for admission to dwellings of given sizes and at specified rents the Local Authority shall (subject to the preferences prescribed in Sec. 109) give preference to families having the most urgent housing needs, and thereafter, in selecting families for admission to such dwellings, shall give due consideration to the urgency of the families' housing needs. The Local Authority shall assign to tenants dwelling accommodations consisting of the number of rooms necessary (but no greater than necessary) to provide decent, safe, and sanitary accommodations for the proposed occupants thereof without overcrowding.

September 12, 2009

Sec. 109. Preferences in Selection of Tenants

(A) The Local Authority, as among Families of Low Income which are eligible applicants for occupancy in dwellings of given sizes and at specified rents, shall extend the following preferences in the selection of tenants:

(1) First, for a period of one year from the Conveyance Date to the extent permitted by law, to families of such military personnel as the Secretary of Defense of the United States or his designee prescribes to the Local Authority;

(2) Second, to families which are to be displaced by any low-rent housing project or by any public slum-clearance or redevelopment project initiated after January 1, 1947, or which were so displaced within three years prior to making application to the Local Authority for admission to any low-rent housing; and as among such families first preference shall be given to families of disabled Veterans whose disability has been determined by the Veterans' Administration to be service-connected, and second preference shall be given to families of deceased Veterans and Servicemen whose death has been determined by the Veterans' Administration to be service-connected, and third preference shall be given to families of other Veterans and Servicemen;

(3) Third, to families of other Veterans and Servicemen and as among such families first preference shall be given to families of disabled Veterans whose disability has been determined by the Veterans' Administration to be service-connected, and second preference shall be given to families of deceased Veterans and Servicemen whose death has been determined by the Veterans' Administration to be service-connected.

(B) The requirements in Sec. 108 and in subsection (A) of this Sec. 109, that preferences shall be given "at specified rents" shall be taken to mean that the Local Authority may initially establish two or more ranges of specified rents within which such preferences are to be applied, and the total number of units in the Project shall be allocated among such ranges so as to serve as nearly as possible a representative cross section of eligible Families of Low Income in the locality with due regard to the financial solvency of the Project: Provided, That if the Local Authority does not initially establish two or more such specified ranges of rents, it must establish two or more appropriate ranges in the event that, due to the exercise of the preferences, (1) the Project is not being occupied by a representative cross section of eligible Families of Low Income in the locality, or (2) the financial solvency of the Project is jeopardized.

Sec. 110. Initial Examination and Re-Examination of Tenant Status

(A) The Local Authority shall, within six months from the Conveyance Date, make an initial examination of the status of each tenant family, and at least once a year thereafter re-examine the status of each tenant family in order to determine the Net Family Income, the citizenship status of the family, whether the family includes any person who is a member of an organization designated as subversive by the Attorney General of the United States, and the size and composition of the family: Provided, That the length of time between such initial examination and the first re-examination may be extended to not more than eighteen months if necessary to fit a re-examination schedule established by the Local Authority.

(B) Within six months following the Conveyance Date, the Local Authority shall initiate a program for the removal of all families residing in the Project on such Date who are ineligible under the provisions of the Enabling Law and this Contract for continued occupancy therein, and shall require such ineligible tenants to vacate their dwellings within eighteen months after the initiation of such program: Provided, That military personnel designated by the Secretary of Defense of the United States or his designee shall not be subject to such removal until eighteen months after the Conveyance Date. If, upon any of the re-examinations required under subsection (A) of this Sec. 110 (or at any other time in the case of families who do not meet the requirements of subsection (B) of Sec. 107), it is found that any family is not eligible for continued occupancy, the Local Authority shall require such family to move from the Project.

(C) If, upon such initial examination or any such re-examination, it is found that the rent being charged the family no longer conforms to the approved rent schedule, the rent shall be adjusted appropriately.

(D) If, upon such initial examination or any such re-examination, it is found that the size or composition of the family has changed so that the dwelling occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe, and sanitary accommodations for the occupants thereof without overcrowding, the family shall be required to move into a dwelling of appropriate size as soon as such a dwelling becomes available.

(E) Notwithstanding the provisions contained in the first sentence of subsection (B) of this Sec. 110, the Local Authority shall promptly require families who do not meet the requirements of subsection (B) of Sec. 107 to move from the Project.

Sec. 111. Interim Redeterminations of Net Family Income

If the Local Authority adopts a policy of adjusting, between re-examinations, the rents of families in relation to changes in their income, it shall require all tenant families to report all substantial changes in income as they occur. Upon receipt of any such report the Local Authority shall redetermine the Net Family Income and adjust the rent as necessary to

conform to the approved rent schedule. Such redetermination of Net Family Income and adjustment of rent shall not be in lieu of the re-examination required by Sec. 110 unless at the same time the Local Authority makes all of the redeterminations and takes action pursuant thereto as specified in Sec. 110. If the Local Authority requires tenant families to report substantial changes of income as they occur, it shall, upon discovery that a tenant family failed to so report a substantial increase, back charge such tenant family for the addition rent or, in justifiable cases, take such other action as the Local Authority deems advisable.

Sec. 112. Applications, Verifications, and Reports as to Admission and Continued Occupancy

(A) Prior to the admission of each family as a tenant and in each year thereafter on the date established by the Local Authority for the re-examination of the status of such family, and at the time of the initial examination of each tenant family pursuant to subsection (A) of Sec. 110, the Local Authority shall obtain a written application, signed by a responsible member of such family, for admission or for continued occupancy, as the case may be, which application shall set forth in adequate detail all data and information necessary to enable the Local Authority to determine (1) whether the family meets the conditions of eligibility for admission or for continued occupancy, as the case may be, (2) the rent to be charged, (3) the size of the dwelling required, and (4) the preference for admission, if any, to which such family is entitled.

(B) The Local Authority shall verify each such application by such methods as may be needed to reasonably assure the Local Authority that such statement is full, true, and complete as of the time of admission or re-examination, as the case may be.

(C) A duly authorized official of the Local Authority shall make periodic written statements to the PHA that an investigation has been made by the Local Authority of each family admitted to the Project during the period covered by such statement, and that, on the basis of the report of said investigation, such official has found that each such family at the time of its admission, (1) had a Net Family Income (less exemptions pursuant to subsection (A)(2) of Sec. 106) not exceeding the maximum income limits theretofore fixed by the Local Authority and approved by the PHA for admission of Families of Low Income to such housing; (2) included no person who is a member of an organization designated as subversive by the Attorney General of the United States; (3) (except in the case of the family of any Serviceman or the family of any Veteran who has been discharged, other than dishonorably, from, or the family of any Serviceman who died in, the armed forces of the United States within four years prior to the date of application for admission) was the family of a citizen of the United States; and (4) either (a) lived in an unsafe, insanitary, or overcrowded dwelling, or (b) was to be displaced by another low-rent housing project or by a public slum-clearance or redevelopment project, or (c) actually was without housing due to causes other than the fault of the tenant, or (d) was about to be without housing as a result of a court order of eviction, due to causes other than the fault of the tenant, or (e) was the family of a Veteran or Serviceman (or of a deceased Veteran or Serviceman) and its application for

admission to such housing was made not later than five years after March 1, 1949, or (f) was the family or military personnel who were admitted to the Project within one year fora the Conveyance Date pursuant to designation by the Secretary of Defense of the United States or his designee. The first of such statements shall cover the period ending with the initial examination required by subsection (A) of Sec. 110 and shall be submitted within thirty days after the end of such period. Thereafter, such statements shall cover successive periods. No such statement shall cover a period longer than one year, and each such statement shall be submitted within thirty days after the end of the period covered thereby.

(D) The first statement required by subsection (C) of this Sec. 112 shall also certify that an investigation has been made by the Local Authority of each family occupying the Project on the Conveyance Date and that on the basis of the report of said investigation each such family is eligible for continued occupancy in the Project pursuant to the provisions of Sec. 107 or has been or will be required to move from the Project. Such first statement shall also certify that the Local Authority has initiated the program for the removal of ineligible tenants required by subsection (B) of Sec. 110 and contain a description of such program and of the action taken thereunder. Subsequent statements also shall continue to describe such actions until such program is completed.

(E) The statement made next following the first statement and each such statement thereafter shall also set forth that, in accordance with the requirement in Sec. 110 hereof, there was made during the period covered by such statement a re-examination of the status of each tenant family occupying a dwelling in the Project, other than families admitted during such period, and that all tenant families found to be ineligible for continued occupancy at the time of such re-examination (or at any other time in the case of families who do not meet the requirements of subsection (B) of Sec. 107) have moved from the Project or th t the Local Authority has taken action to secure their removal. If any such ineligible families have not moved from the Project, the statement shall contain a detailed description of the action taken and proposed to be taken by the Local Authority to secure their removal.

(F) Each statement referred to in subsection (C) of this Sec. 112 shall also include a statement to the effect that each family admitted to the Project or initially examined or re-examined pursuant to Sec. 110 or whose income was redetermined under the provisions of Sec. 111 during the period covered by such statement has been charged the rent appropriate for such family as prescribed in the then approved rent schedule for the Project.

(G) The Local Authority shall at such times as may be required by the PHA, but not more often that quarterly, furnish the PHA with reports showing the rents charged and the income, size, composition, previous housing conditions, and other data relating to the eligibility and preferences of the families admitted to the Project or re-examined during the period covered by such report.

Sec. 113. Repairs, Maintenance, and Replacement

The Local Authority shall at all times maintain the Project in good repair, order, and condition.

Sec. 114. Reconstruction and Restoration

(A) Whenever in any manner whatsoever, the Project, or any part thereof, shall have been damaged or destroyed, the Local Authority shall proceed promptly (1) to establish (either by settlement approved by the Local Authority and the PHA, or by litigation) and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction; and (2) except as hereinafter in this Sec. 114 provided, to reconstruct, restore, or repair such project.

(B) All proceeds of any such claims and any other monies provided for the reconstruction, restoration, or repair of the Project, shall be deposited in the General Fund, and be reserved for such purpose. The Local Authority shall not, unless the PHA otherwise approves, use the monies so reserved except (1) to pay the cost of such reconstruction, restoration, or repair, or (2) for application as provided in subsection (D) of this Sec. 114.

(C) Whenever any such reconstruction, restoration, or repair can be accomplished substantially as one operation, and is not to be performed by the normal staff of the Local Authority, and the estimated cost thereof is in excess of $10,000, the Local Authority shall accomplish such reconstruction, restoration, or repair in compliance with the provisions of this Contract, including the provisions of Secs. 115, 116, and 117, and in compliance with the provisions (appropriately modified) of the following sections and subsections of Form PHA-2172, Revised September 1, 1951, to wit: 106(B), (C), and (D), 108, 109, 110(A) and (B), 111, 112, 113, 114, 120, 121, 123, and 124.

(D) Any balance of the monies so reserved which remains upon the completion of such work and payment of all costs incurred therefor shall be applied: First, to the payment of indebtedness, if any, which the Local Authority may have incurred to provide such monies; Second, to the reimbursement of any other reserve or other account, to the extent that such monies were provided from such reserve or account; and Third, as unreserved Operating Receipts.

(E) The Local Authority, with the approval of the PHA, may determine that all or any part of any such damage to or destruction of the Project shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be promptly paid to the PHA.

Sec. 115. Labor Provisions

(A) Each contract entered into by the Local Authority in connection with the Project shall require that there shall be paid, and the Local Author-

ity shall itself pay, to all maintenance laborers and mechanics employed in the operation of the Project, not less than the salaries or wages prevailing in the locality of the Project, as determined or adopted (subsequent to a determination under applicable State or local law) by the PHA.

(B) Each contract entered into by the Local Authority in connection with the Project shall provide that no person employed thereunder shall be required or induced to give up any part of the compensation to which he is entitled under his contract of employment.

(C) All disputes concerning prevailing wage rates or classifications arising under this Contract or under any contract in connection with the Project involving (1) significant sums of money, (2) large groups of employees, or (3) novel or unusual situations shall be promptly reported to the PHA for decision and such decision shall be final. All questions arising under this Contract or under any contract in connection with the Project relating to the application or interpretation of the provisions of subsections (A) and (B) of this Sec. 115 shall be referred to the PHA for ruling or interpretation and such ruling or interpretation shall be final.

(D) Each contract entered into by the Local Authority for any reconstruction, restoration, repair, alteration, remodeling, painting or decorating of the Project, the amount of which contract is in excess of $10,000, shall also be subject to the following provisions:

(1) Each such contract shall contain the following provision:

"All laborers and mechanics employed under this contract will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Anti-Kickback Regulations (29 CFR Part 3)) the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Public Housing Administration which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers."

(2) Each such contract shall provide that the Local Authority will not make any payment thereunder unless and until it has received an affidavit from the contractor that such contractor and each of his subcontractors has made payment to each class of employees in compliance with the provisions of subsections (A) and (D) (1) of this Sec. 115. The Local Authority shall not make any such payment unless and until it has received such affidavit.

(3) Each such contract shall require that if the contractor or any of his subcontractors finds it necessary or desirable to exceed the prevailing salary or wage rates specified in his contract, any expense

incurred by the contractor or subcontractors because of the payment of salaries or wages in excess of such amounts shall not be cause for any increase in the amount payable under his contract. The Local Authority shall not consider or allow any claim for additional compensation made by the contractor or subcontractors because of such payments.

(4) Each such contract shall provide that in cases of underpayment of salaries or wages to any class of employee described in subsection (A) of this Sec. 115 by the contractor or any of his subcontractors, the Local Authority may withhold from such contractor out of payments due, an amount sufficient to pay persons employed on the work covered by the contract the difference between the salaries or wages required to be paid under the contract and the salaries or wages actually paid such employees for the total number of hours worked, and shall further provide that the amounts withheld may be disbursed by the Local Authority for and on account of the contractor or the subcontractor to the respective employees to whom they are due. The Local Authority shall in cases of such underpayment withhold such monies: Provided, That the Local Authority shall not be considered in default under this sentence if it has in good faith made payments to the contractor in reliance upon an affidavit of the contractor that the salaries and wages required under his contract have actually been paid.

(5) Each such contract shall provide that apprentices shall be employed thereunder only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized Council exists in the State in which the Project is located, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

(6) Each such contract shall provide that no laborer or mechanic employed thereunder shall be discharged or in any other manner discriminated against because such laborer or mechanic has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to the labor standards incorporated in such contract.

(7) Each such contract shall require that payroll records be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed thereunder. Such records shall contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The contractor shall be required to submit weekly to the Local Authority such copies and summaries (on forms prescribed by the PHA and furnished by the Local Authority) of all his payrolls and those of each of his subcontractors, as the Local Authority or the PHA may require. Each such payroll and summary shall be accompanied by an affidavit to the effect that (1) such payroll is correct and complete, (2) the wage rates contained therein are not less than those determined by the PHA,

and (3) the classifications set forth for each laborer or mechanic conform with the work performed. The contractor shall be required to make his employment records available for inspection by authorized representatives of the Local Authority, the PHA, and the United States Department of Labor, and to permit such representatives to interview employees during working hours on the job.

(8) Each such contract shall require the contractor to insert in each of his subcontracts the provisions (appropriately modified) of this Sec. 115.

(9) Each such contract shall provide that it may be terminated by the Local Authority upon default by the contractor of any of the provisions of this Sec. 115.

(10) No such contract, or subcontract thereunder, shall be entered into with any contractor or subcontractor who at the time is ineligible under the provisions of any regulations issued by the Secretary of Labor of the United States to receive an award of contract from the United States.

(E) Within thirty days after the end of each Fiscal Year, the Local Authority shall certify to the PHA as to compliance with the provisions of subsection (A) of this Sec. 115 relating to the payment of prevailing salaries and wages during such Fiscal Year.

Sec. 116. Domestic and Foreign Materials

Each contract entered into by the Local Authority in connection with the alteration or repair of the Project shall require that there shall be used, and the Local Authority shall itself use, in the alteration, or repair of the Project only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States. The PHA reserves the right, upon request of the Local Authority, to waive the foregoing restrictions if the PHA determines that the use of domestic articles, materials, or supplies is impracticable, or that the cost thereof as determined by the PHA is unreasonable.

Sec. 117. Non-discrimination in Employment

Each contract (other than contracts or purchase orders for the furnishing of standard commercial articles or raw materials) entered into by the Local Authority in connection with the Project shall require that the contractor and his subcontractors will not discriminate, and the Local Authority shall not itself discriminate, against any employee or applicant for employment because of race, creed, color, or national origin.

Sec. 118. Insurance and Fidelity Bond Coverage

(A) All of the insurable property and equipment from time to time constituting the Project shall be insured by fire and extended coverage insurance, and be insured against such additional risks with respect to which insurance is commonly carried on similar property and equipment in the locality of the Project. Such insurance shall be in amounts sufficient to prevent the Local Authority from becoming a co-insurer and, in any event, in amounts not less than eighty per cent of the current insurably value of such property or equipment.

(B) The Local Authority also shall carry adequate (1) owners', landlords' and tenants' public liability insurance (excluding property damage), (2) workmens' compensation coverage (statutory or voluntary), (3) automobile liability insurance against property damage and bodily injury (owned and non-owned), (4) burglary and inside robbery insurance, (5) outside robbery insurance unless armored car service is used for the transportation of cash, (6) boiler insurance (if steam boilers have been installed), and (7), if prescribed by PHA, war damage insurance.

(C) The Local Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

(D) Each insurance policy or bond shall be written to become effective at the time the Local Authority becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Local Authority is subject to such risk or hazard. Such insurance and bonds shall (1) be payable in such manner, (2) be in such form, and (3) be for such amounts, all as may be determined by the Local Authority and approved by the PHA, and shall be obtained from financially sound and responsible insurance companies.

(E) In connection with each policy, including renewals, for fire and extended coverage insurance and for owners', landlords' and tenants' public liability insurance the Local Authority shall give full opportunity for open and competitive bidding. The Local Authority shall give such publicity to advertisements for bids as will assure adequate competition and shall afford an opportunity to bid to all insurers who have indicated in writing to the Local Authority their desire to submit a bid and who are licensed to do business in the State. Such insurance shall be awarded to the lowest bidder. The lowest bid shall be determined upon the basis of net cost to the Local Authority. Net cost, for the purposes of this subsection (E), shall mean the gross deposit premium, plus the cost of insurance against the hazards, if any, of assessments, less any anticipated dividend based on the dividend payment and assessment record of the insurer for the previous ten years. Nothing in this subsection (E) shall have the effect of requiring the Local Authority to purchase insurance from any insurer not licensed to do business in the State or to purchase insurance which involves any hazard of assessment unless insurance against such hazard is available.

(F) The Local Authority shall require that each liability insurance policy prohibit the insurer from defending any tort claim on the ground of immunity of the Local Authority from suit.

(G) The Local Authority shall submit certified duplicate copies of all insurance policies and bonds to the PHA not less than forty-five days before the effective date thereof for review to determine compliance with this Contract. Unless disapproved by the PHA within thirty days of the date submitted, the policies and bonds submitted shall be considered as approved by the PHA.

(H) If the Local Authority shall fail at any time to obtain and maintain insurance as required by subsections (A), (B), (C), and (D) of this Sec. 118, the PHA may obtain such insurance on behalf of the Local Authority and the Local Authority shall promptly reimburse the PHA for the cost thereof together with interest at 2½% per annum.

Sec. 119. Procurement

In the purchasing of equipment, materials, and supplies, and in the award of contracts for services or for repairs, maintenance, and replacements, the Local Authority shall comply with all applicable State and local laws, and in any event shall make such purchases and award such contracts only after advertising a sufficient time previously for proposals, except:

(1) When the amount involved in any one case does not exceed $500; or

(2) When the public exigencies require the immediate delivery of the articles or performance of the service; or

(3) When only one source of supply is available and the purchasing or contracting officer of the Local Authority shall so certify; or

(4) When the services required are (a) of a technical and professional nature, or (b) to be performed under Local Authority supervision and paid for on a time basis.

Sec. 120. Personnel

(A) The Local Authority shall adopt and comply with a statement of personnel policies comparable with pertinent local public and private practice. Such statement shall cover job titles and classifications, salary and wage rates for employees other than those whose salaries or wages are determined pursuant to Sec. 115, weekly hours of work, qualification standards, leave regulations, and payment of expenses of employees in travel status.

(B) The Local Authority may charge contributions for participation in a retirement plan for its employees to Operating Expenditures where such plan has been approved by the PHA or is required by law.

(C) The Local Authority shall maintain complete records with respect to employees' leave, authorizations of overtime and official travel, and vouchers supporting reimbursement of travel expense.

(D) No funds of the Project may be used to pay any compensation for the services of members of the Local Authority.

Sec. 121. Disposition of Excess Property

(A) The Local Authority at any time may determine any personal property, and, with approval of the PHA, any real property, constituting a part of the Project, which is no longer useful or necessary to the Project, to be excess to the needs of the Project.

(B) Excess real property shall be sold as soon as practicable at public sale for not less than the fair value thereof, unless other disposition or method of disposition is approved by the PHA. The proceeds of any such sale or other disposition of any real property constituting a part of the Project shall be promptly paid to the PHA.

(C) Personal property shall not be sold or exchanged for less than its fair value. Personal property of the value of $1,000 or more which is to be sold to other than a public body for a public use shall be sold at public sale. The proceeds of any sale of personal property shall be promptly paid to the PHA: Provided, That if it is determined to replace any such personal property, the Local Authority may reserve such proceeds for the purpose of paying the cost of such replacement: Provided further, That any such proceeds not used for such replacement within two years from the date of receipt by the Local Authority, shall be withdrawn from such reserve and promptly paid to the PHA.

Sec. 122. Books of Account and Records

The Local Authority shall maintain complete and accurate books of account and records, as may be prescribed by the PHA, in connection with the Project, including (1) books of account and other fiscal records in accordance with a classification of accounts prescribed by the PHA, and (2) operation records which shall include applications for admission to, and continued occupancy in, the Project and the evidence (or notations thereof) used by the Local Authority to verify such applications.

Sec. 123. Financial and Operating Statements

The Local Authority shall furnish the PHA such financial, operating, and statistical reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data, all as may reasonably be required by the PHA.

Sec. 124. Access to Records and Projects; Audits

(A) The PHA shall have full and free access, at any time during normal business hours, to the Project and to all the books and records of the Local Authority, including the right to audit, and to make excerpts and transcripts from such books and records.

(B) The Local Authority shall not charge as an Operating Expenditure the cost or expense of any audit with respect to the Project for any Fiscal Year unless (1) the PHA has approved such audit, or (2) such audit is required by law, or (3) the PHA has failed to furnish the Local Authority with a report of its fiscal audit of the Local Authority's books of account for such Fiscal Year within six months after the end thereof and, subsequent to a notice by the Local Authority of such failure, the PHA has failed to submit its report of such audit within three months after receipt of such notice.

Sec. 125. Compliance with Cooperation Agreement

(A) The Local Authority shall perform and comply with all applicable provisions of the Cooperation Agreement, shall at all times retain, preserve, and enforce its rights thereunder, and shall not terminate, amend, or modify the same in any manner, except with the approval of the PHA.

(B) The Local Authority shall not, without the approval of the PHA, make or agree to make any payments in lieu of taxes in excess of those provided in the Cooperation Agreement.

Sec. 126. Property Included in the Project

The Project shall include all real and personal property, or interest therein, conveyed by the PHA to the Local Authority, and (1) all real property or interest therein subsequently acquired and held by the Local Authority in connection with the Project, together with all easements, rights-of-way, and all incorporeal hereditaments thereunto belonging or in any wise appertaining, and (2) all personal property, tangible and intangible, or interest therein subsequently acquired and held by the Local Authority in connection with the Project, including (but not limited to) equipment and apparatus, monies on hand and on deposit, reserves, securities, accounts receivable, choses in action, leases, contracts, books of account, papers, and records. All such property immediately upon acquisition by the Local Authority shall become a part of the Project and shall be subject to the terms, covenants, and conditions of this Contract.

Sec. 127. Covenant Against Conveyance or Encumbrance

The Local Authority shall not at any time during the Administration Period transfer, convey, assign, lease, mortgage, pledge, or otherwise encumber, or permit or suffer any transfer, conveyance, assignment, leasing, mortgage, pledge, or other encumbrance of the Project, any appurtenances thereto, any rent, revenues, income, or receipts therefrom or in connection

therewith, or any of the benefits granted to it by or pursuant to this Contract, or any interest in any of the same: Provided, That if at any time during the Administration Period the Local Authority and the PHA agree that the Project or any part thereof, is no longer suitable for use as low-rent housing, the Project, or such part thereof, shall be sold on such terms as the PHA may prescribe and the proceeds from such sale, after payment of the reasonable expenses thereof, shall be promptly paid to the PHA: Provided further, That the Local Authority may (1) lease dwellings and other spaces and facilities in the Project in accordance with the provisions of Sec. 103, or (2) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of the Project as provided in Sec. 121, or (3) with the approval of the PHA, convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities. Nothing in this Sec. 127 shall be construed as prohibiting the conveyance of title to or delivery of possession of the Project pursuant to Sec. 301 or Sec. 302.

ARTICLE II

FISCAL PROVISIONS

Sec. 201. Segregation of Funds

All monies from whatever source received by or held for account of the Local Authority for the purposes of or in connection with the Project shall at all times be segregated and held in funds and bank accounts separate and distinct from all other funds and bank accounts of the Local Authority relative to any other project or enterprise developed, administered, or operated by the Local Authority: Provided, That the Local Authority may deposit such amount as the PHA may approve from the General Fund in a revolving fund provided for the convenient and efficient payment of items chargeable in part to the Project and in part to any other project or enterprise of the Local Authority, and may thereafter, from time to time, reimburse such revolving fund for such portion of the disbursements made therefrom as is chargeable to the Project.

Sec. 202. General Depositary Agreement and General Fund

(A) Promptly after the Conveyance Date, the Local Authority shall enter into, and thereafter maintain, one or more agreements which are herein collectively called the "General Depositary Agreement", in substantially the form of Form PHA-2244, February 1952, with one or more banks (each of which shall be, and continue to be, a member of the Federal Deposit Insurance Corporation) selected as depositary by the Local Authority. Immediately upon the execution of any General Depositary Agreement the Local Authority shall furnish to the PHA such executed or conformed copies thereof as the PHA may require. No such General Depositary Agreement shall be terminated except after thirty days notice to the PHA.

(B) All monies received by or held for account of the Local Authority for the purposes of or in con ection with the Project shall constitute the "General Fund".

(C) The Local Authority shall deposit promptly with such bank or banks, under the terms of the General Depositary Agreement, all monies constituting the General Fund except (1) the amount held in any revolving fund pursuant to Sec. 201 and (2) reasonable amounts for use by the Local Authority as petty cash or change accounts.

(D) The Local Authority may withdraw monies from the General Fund only for (1) the payment of Operating Expenditures incurred after the Conveyance Date subject to the provisions of subsection (G) of Sec. 205, (2) other purposes specified in this Contract, and (3) other purposes specifically approved by the PHA. No withdrawals shall be made except in accordance with a voucher or vouchers then on file in the office of the Local Authority stating in proper detail the purpose for which such withdrawal is made.

(E) If the Local Authority (1) in the determination of the PHA, is in Substantial Default or Substantial Breach, or (2) makes or has made any fraudulent or willful misrepresentation of any material fact in any of the documents or data submitted to the PHA pursuant to this Contract or in any document or data submitted to the PHA as a basis for this Contract or as an inducement to the PHA to enter into this Contract, then the PHA shall have the right to require any bank or other depositary which holds any monies relating to the Project to refuse to permit any withdrawals of such monies: Provided, That upon the curing of such default or breach the PHA shall promptly rescind such requirement.

Sec. 203. Operating Receipts and Expenditures, Reserves, and Residual Receipts

(A) "Operating Receipts" with respect to the Project shall mean all rents, revenues, income, and receipts accruing from out of, or in connection with the Project, from whatever source derived: Provided, That Operating Receipts shall not include (1) proceeds from the disposition of real property, (2) proceeds from the disposition of personal property to the extent that such proceeds are payable to the PHA, or (3) the proceeds of claims against insurers or others arising out of damage to or destruction of the Project to the extent provided in Sec. 114.

(B) "Operating Expenditures" with respect to the Project shall mean the amounts necessary (as determined pursuant to regulations of the PHA) for (1) the payment of reasonable and proper costs of operating, maintaining, and improving the Project; (2) payments in lieu of taxes authorized under the Enabling Law; (3) the establishment and maintenance of reasonable and proper reserves as approved by the PHA; and (4) the payment of currently maturing installments of principal of and interest on any indebtedness incurred in connection with the Project by the Local Authority with the approval of the PHA.

(C) The Local Authority may establish out of the Operating Receipts and maintain in the General Fund, reserves for such purposes and in such reasonable amounts as may be required in the prudent operation of the Project and as may be approved by the PHA. All amounts for the establishment of reserves, including all increases or decreases therein, shall be taken into account in the determination of Residual Receipts; and all such amounts, including all increases or decreases therein (except in respect to the reserves authorized by Sec. 114 and Sec. 121) shall be included in the Operating Budgets.

(D) "Residual Receipts" for the Project as of the end of any Fiscal Year shall mean the amount by which the aggregate Operating Receipts of the Project for such Year exceeded the aggregate Operating Expenditures for the Project for such Year.

Sec. 204. Fiscal Year

The Local Authority shall, with the approval of the PHA, adopt a Fiscal Year for the Project which shall consist of any period of twelve consecutive months beginning with any one of the following dates, namely, January 1, April 1, July 1, or October 1: Provided, That the first Fiscal Year for the Project, in addition to said twelve month period, shall also include the period, if any, from the Conveyance Date to the date adopted by the Local Authority as the commencement of the Fiscal Year.

Sec. 205. Operating Budgets and Control of Operating Expenditures

(A) The term "Operating Budget" shall mean a realistic estimate of the Operating Expenditures to be incurred in connection with the prudent operation of the Project during a specified period, broken down according to a classification of accounts prescribed by the PHA.

(B) On or before the Conveyance Date, the Local Authority shall have submitted to the PHA and the PHA shall have approved a first Operating Budget for the Project. Such first Budget shall be prepared on the basis of the first twelve months of operation following the Conveyance Date. Such first Budget, upon a prorated basis and with appropriate seasonal adjustments, shall govern the operation of the Project from the Conveyance Date to the beginning of the next Fiscal Year; and, if less than twelve months have elapsed between the Conveyance Date and the beginning of such next Fiscal Year, such first Budget shall also govern the operation of the Project during such next Fiscal Year.

(C) Not earlier than one hundred fifty days nor later than ninety days before the expiration of the Fiscal Year covered by any approved Operating Budget for the Project, the Local Authority shall submit to the PHA for approval a proposed Operating Budget for the next Fiscal Year for the Project, which upon approval by the PHA shall govern the operation of the Project for such Fiscal Year. With each such Budget the Local Authority shall submit to the PHA an estimate of the Residual Receipts payable next after the end of such Fiscal Year.

(D) The PHA will promptly approve each proposed Operating Budget, if the plan of operation and the amounts included therein are reasonable. Reasonableness of a proposed Operating Budget shall be determined in the light of the necessity for (1) incurring the proposed Operating Expenditures in the efficient and economical operation of the Project for the purpose of serving Families of Low Income in the locality thereof, and (2) securing the largest Residual Receipts consistent with maintaining the low-rent character of the Project. If the PHA disapproves any proposed Operating Budget, the Local Authority shall be so notified in writing and be furnished with a detailed explanation of the reasons for such disapproval.

(E) Failure of the PHA to notify the Local Authority of its approval or disapproval of any proposed Operating Budget for any Fiscal Year submitted pursuant to subsection (C) of this Sec. 205 within (1) forty-five days after the receipt of any such Budget and the estimate of Residual Receipts required for such Fiscal Year pursuant to subsection (C) of this Sec. 205, or (2) forty-five days prior to the beginning of such Fiscal Year, whichever is the later, shall constitute approval thereof.

(F) The Local Authority may at any time submit to the PHA a proposed revision of any approved Operating Budget. In such case the proposed revision shall be subject to all of the provisions of subsection (D) of this Sec. 205.

(G) The Local Authority shall not (1) at any time after the Conveyance Date incur any Operating Expenditures with respect to the Project except pursuant to and in accordance with an approved Operating Budget for the Project, nor (2) during any Fiscal Year or other budget period, incur with respect to the Project total Operating Expenditures, not expenditures for management expense, miscellaneous authority expense, establishment of reserves, or operating improvements in excess of the respective amounts therefor shown in an approved Operating Budget (including revisions thereof) governing such Fiscal Year or other budget period: Provided, That nothing in this subsection (G) shall preclude the incurring of expenditures in emergencies where necessary to eliminate an immediate serious hazard to life, health, or safety of the occupants of the Project, and that the amount of any such emergency expenditures shall be reported promptly to the PHA and the Operating Budget shall be amended accordingly.

Sec. 206. Payments to PHA

(A) Within thirty days after the last day of each Fiscal Year, the Local Authority shall account for, and pay over to the PHA, all Residual Receipts of the Project derived during such Fiscal Year. Any operating deficit occurring in any such Fiscal Year shall be the sole obligation of the Local Authority: Provided, That any such operating deficit resulting from the charging of proper and allowable Operating Expenditures against the Operating Receipts of the Project may be charged against such Receipts derived from the Project in succeeding Fiscal Years, and in determining the Residual Receipts of the Project in such succeeding Fiscal Years there shall be deducted the amount of Operating Receipts used to meet such deficit.

(B) Within thirty days after the last day of the Administration Period, the Local Authority shall account for, and pay over to the PHA, all Residual Receipts of the Project derived during the time intervening between the close of the next preceding Fiscal Year and such last day of such Period, together with any and all balances of funds remaining in or accruing to the General Fund: Provided, That the Local Authority may retain from such funds, such amount as may be necessary to pay Operating Expenditures properly incurred during the Administration Period which remain outstanding and unpaid on said last day of such Period.

Sec. 207. Prohibition of Loans

The Local Authority shall not, without the approval of the PHA, obtain, from any source whatsoever, any loan in connection with the Project.

Sec. 208. No Capital Grant or Annual Contribution

This Contract shall not be construed in any manner as providing or agreeing to provide a capital grant or annual contribution by the PHA with respect to the Project.

ARTICLE III

DEFAULTS, BREACHES, REMEDIES, AND GENERAL PROVISIONS

Sec. 301. Conveyance of Title or Delivery of Possession in Event of Substantial Default

Upon the occurence of a Substantial Default (as hereinafter in Sec. 305 defined) in respect to the covenants or conditions to which the Local Authority is subject hereunder, the Local Authority shall, at the option of the PHA, either (a) convey to the PHA title to the Project as then constituted if, in the determination of the PHA (which determination shall be final and conclusive), such conveyance of title is necessary to achieve the purposes of the Enabling Law and the Act, or (b) deliver possession to the PHA of the Project as then constituted.

Sec. 302. Delivery of Possession in Event of Substantial Breach

Upon the occurence of a Substantial Breach (as hereinafter in Sec. 306 defined) in respect to the covenants or conditions to which the Local Authority is subject hersunder, the Local Authority shall, upon demand by the PHA deliver possession to the PHA of the Project as then constituted.

Sec. 303. Reconveyance or Redelivery

(A) If the PHA shall acquire title to or possession of the Project pursuant to Sec. 301 or Sec. 302, the PHA shall reconvey or redeliver possession of the Project, as constituted at the time of such reconveyance or redelivery, to the Local Authority (if it then exists) or to its successor (if a successor exists at the time of such reconveyance or such redelivery) as soon as practicable after the PHA shall be satisfied that all defaults and breaches with respect to the Project have been cured and that the Project will, in order to fulfill the purposes of the Enabling Law and the Act, thereafter be operated in accordance with the terms of this Contract.

(B) Upon any reconveyance or redelivery of the Project to the Local Authority, the PHA shall account for all monies which it has received or expended in connection therewith: Provided, That the PHA shall retain all Residual Receipts accured during any period in which it holds title to or possession of the Project. If, during the period in which the PHA has held title to or possession of the Project, the PHA incurs any deficit by reason of expenditures in the improvement of the Project, the Local Authority, at the time of the reconveyance or redelivery of the Project (and as a condition precedent thereto), shall pay to the PHA the amount of any such deficit with interest thereon at 2½% per annum.

(C) No conveyance of title and reconveyance thereof, or delivery of possession and redelivery thereof, shall exhaust the right to require a conveyance of title or delivery of possession of the Project to the PHA pursuant to Sec. 301 or Sec. 302 upon the subsequent occurrence of a Substantial Default or a Substantial Breach, as the case may be.

Sec. 304. Rights and Obligations of PHA During Tenure Under Sec. 301 or Sec. 302

(A) During any period in which the PHA holds title to or possession of the Project pursuant to Sec. 301 or Sec. 302, it shall (1) exercise diligence in the protection of the Project, and (2) operate the Project as nearly as practicable in accordance with the provisions of this Contract, including the carrying of insurance as described in subsections (A) and (B) of Sec. 118.

(B) During any period in which the PHA holds title to or possession of the Project pursuant to Sec. 301 or Sec. 302, it may, in the name of and on behalf of the Local Authority or in its own name and on its own behalf, exercise any or all of the rights and privileges of the Local Authority pursuant to this Contract and perform any or all of the obligations and responsibilities of the Local Authority pursuant to this Contract.

(C) Neither the conveyance of title to or the delivery of possession of the Project by the Local Authority pursuant to Sec. 301 or Sec. 302, nor the acceptance of such title or possession by the PHA, shall abrogate or affect in any way any indebtedness of the Local Authority to the PHA arising under this Contract, and in no event shall any such conveyance or delivery or any such acceptance be deemed to constitute payment or cancellation of any such indebtedness.

Sec. 305. Definition of Substantial Default

For the purposes of this Contract a "Substantial Default" is defined to be the occurrence of any of the following events:

(1) If the Project shall cease to be exempt from all real and personal property taxes levied or imposed by the State, city, county, or other political subdivisions, or if the Local Authority without the approval of the PHA shall make or agree to make any payments in lieu of taxes in excess of those provided in the Cooperation Agreement; or

(2) If the Local Authority shall default in the observance of any of the provisions of Sec. 127, or if the Project shall be acquired by any third party in any manner including a bona-fide foreclosure under a mortgage or other lien held by a third party; or

(3) If the Local Authority shall fail to furnish any certification relating to the payment of prevailing salaries and wages required by subsection (E) of Sec. 115; or

(4) If the Local Authority fails to make any payment to the PHA required under this Contract and such failure is not remedied within sixty days from the date that any such payment is due; or

(5) If the Local Authority shall (a) fail to maintain the low-rent character of the Project as required by Sec. 102, or (b) fail to prosecute diligently the reconstruction, restoration, or repair of the Project as required by Sec. 114; and such failure is not remedied within three months after the PHA has notified the Local Authority thereof.

Sec. 306. Definition of Substantial Breach

For the purposes of this Contract a "Substantial Breach" is defined to be the occurance of any of the following events:

(1) If the Local Authority, in violation of subsection (C) of Sec. 205, has (a) at any time after the Conveyance Date incurred any Operating Expenditures with respect to the Project except pursuant to and in accordance with an approved Operating Budget, or (b) during any Fiscal Year or other budget period incurred with respect to the Project total Operating Expenditures in excess of the amount therefor shown in an approved Operating Budget (including revisions thereof) governing such Fiscal Year or other budget period; or

(2) If the Local Authority has violated any of the provisions of subsection (D) of Sec. 202; or

(3) If there is a breach by the Local Authority of any of the provisions of this Contract relating to the payment of prevailing salaries and wages; and such breach is not remedied within thirty days after the PHA has notified the Local Authority of such breach; or

(4) If there is a breach of any of the provisions relating to the payment of prevailing salaries and wages which are required by this Contract to be included in contracts of the Local Authority in connection with the Project; and such breach is not remidied or appropriate action to remedy the same initiated by the Local Authority within thirty days after the PHA has notified the Local Authority of such breach, or if such remedial action is not thereafter diligently prosecuted to conclusion; or

(5) If there shall be a flagrant breach by the Local Authority in the performance or observance of any other term, covenant, or condition of this Contract, or frequent breaches by the Local Authority in the performance or observance of such other terms, covenants, and conditions over a period of six consecutive months after the PHA shall have notified the Local Authority of any such breach.

Sec. 307. Other Defaults or Breaches; and Other Remedies

(A) Neither the provision of the special remedies set forth in Sec. 301 and Sec. 302 in the event of a Substantial Default or a Substantial Breach, as the case may be, nor any exercise thereof, shall affect or abrogate any other remedy which may be available to the PHA in the event of a Substantial Default, Substantial Breach, or any other default or breach; and the PHA may, during any period in which it holds title to or possession of the Project pursuant to Sec. 301 or Sec. 302, exercise any other remedy available to it. Neither the definition of certain defaults or breaches as Substantial Defaults or Substantial Breaches, nor the provision of special remedies therefor, shall be deemed to constitute an agreement that any other type of default or breach shall be considered insignificant or without remedy.

(B) If the Local Authority shall at any time be in default or breach, or take any action which will result in a default or breach, in the performance or observance of any of the terms, covenants, and conditions of this Contract, then the PHA shall have, to the fullest extent permitted by law (and the Local Authority hereby confers upon the PHA the right to all remedies both at law and in equity which it is by law authorized to so confer) the right (in addition to any rights or remedies in this Contract specifically provided) to maintain any and all actions at law or in equity against the Local Authority to enforce the correction of any such default or breach or to enjoin any such default or breach.

(C) The remedies of the PHA, whether provided by law or by this Contract, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise, at the same or different times, of any other such remedies for the same default or breach or for any other default or breach by the Local Authority of any covenant or agreement on its part contained in this Contract.

(D) No act of the PHA (except the issuance of a waiver in writing), nor any omission by the PHA to act, shall constitute or be construed as a waiver of any provision of this Contract or of any default or breach of the Local Authority. No waiver by the PHA of a specific default or breach under this Contract shall constitute a waiver of, or an agreement to waive, or a precedent for waiving, any similar default or breach subsequently occurring hereunder.

Sec. 308. Rights of Third Parties

Nothing in this Contract contained shall be construed as creating or justifying any claim against the PHA by any third party.

Sec. 309. Approvals and Notices

(A) Whenever under this Contract approvals, authorizations, determinations, satisfactions, or waivers of the PHA are required, such approvals, authorizations, determinations, satisfactions, or waivers

shall be effective and valid only when given either (1) by general orders or regulations duly issued from time to time by the PHA, or (2) in specific cases, in writing, signed by a duly authorized officer of the PHA, and delivered to the Local Authority.

(B) Any notice or demand given under this Contract shall be in writing, and signed by a duly authorized officer of the party giving such notice or demand. Such notice or demand shall be deemed to have been given at the time it shall have been received at the principal office of the party to whom it is directed.

Sec. 310. Waiver or Amendment

Any right or remedy which the PHA may have under this Contract may be waived in writing by the PHA without the execution of a new or supplemental agreement; or by mutual agreement of the parties hereto this Contract may be amended in writing.

Sec 311. Titles and Table of Contents

The Titles of the several Articles and Sections of this Contract and the table of contents of this Contract are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Contract.

Sec. 312. Serverability of Provisions

If any provision of this contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder of this Contract would then continue to conform to the terms of the Enabling Law.

Sec. 313. Interest of Members, Officers, or Employees of Local Authority

(A) No member, officer, or employee of the Local Authority shall voluntarily acquire any interest, direct or indirect, in the Project, or in any property included or planned to be included in the Project, or in any contract or proposed contract relating to the Project. If any such member, officer, or employee involuntarily acquires any such interest, or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such member, officer, or employee shall immediately disclose any such interest in writing to the Local Authority, and such disclosure shall be entered upon the minutes of the Local Authority and a copy thereof promptly furnished to the PHA. Upon any such disclosure, such member, officer, or employee shall not participate in any action by the Local Authority relating to the property or contract in which he may have any such interest. The provisions of this Sec. 313 shall not be applicable to the General Depositary Agreement.

(B) The Local Authority shall not enter into any contract for property or materials with any former member of the Local Authority within one year after such person shall have ceased to be such a member.

Sec. 314. Members of Local Authority not Individually Liable

No member or officer of the Local Authority shall be individually liable on any obligation assumed by the Local Authority hereunder.

Sec. 315. Interest of Member of or Delegate to Congress

No Member of or Delegate to the Congress of the United States of America or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

Sec. 316. Releases Upon Termination of Contract

Upon the full performance by the PHA and the Local Authority of their respective obligations, each to the other, under this Contract, the Local Authority and the PHA shall execute and deliver, each to the other, mutual releases of all further obligations under this Contract, and this Contract shall be deemed to be terminated as of the date of such mutual releases.

INDEX OF DEFINED TERMS

Act	Part One
Administration Period	Part One
Contract	Part One
Conveyance Date	Part One
Cooperation Agreement	Part One
Enabling Law	Part One
Families of Low Income	Sec. 101
Fiscal Year	Sec. 204
General Depositary Agreement	Sec. 202 (A)
General Fund	Sec. 202 (B)
Gross Rent	Sec. 105
Local Authority	Part One
Minor	Sec. 106 (B)
Municipality	Part One
Net Family Income	Sec. 104
Operating Budget	Sec. 205 (A)
Operating Expenditures	Sec. 203 (B)
Operating Receipts	Sec. 203 (A)
PHA	Part One
Project	Part One
Residual Receipts	Sec. 203 (D)
Serviceman	Sec. 106 (C)
Substantial Breach	Sec. 307
Substantial Default	Sec. 307
Veteran	Sec. 106 (C)

BOOK 4005 PAGE 450

PHA-1816
Rev. September 1951

PUBLIC HOUSING ADMINISTRATION
HOUSING AND HOME FINANCE AGENCY

Page 1 of 49

INVENTORY REPORT

PROJECT NUMBER, OFFICE, OR WAREHOUSE: Fla. 6062	LOCATION: 520 N. W. 75th Street Miami, Florida
PROJECT NAME: Victory Homes	NUMBER OF ACTIVE UNITS: 200
DATE: Nov. 5, 1954	
REASON FOR TAKING INVENTORY: [X] REGULAR YEARLY INVENTORY [X] OTHER (EXPLAIN) Transfer of Project for Low Rent Use	DATE OF LAST INVENTORY: June 30, 1954

I CERTIFY THAT A PHYSICAL INVENTORY WAS TAKEN AS OF THE ABOVE DATE OF ALL PHA PROPERTY AT THE ABOVE LOCATION, AND THAT ALL SUCH PROPERTY IS LISTED BELOW

NAME: E. E. Graham	SIGNATURE: E E Graham
TITLE: Technical Director	DATE: November 5, 1954
CONCURRED IN BY	
NAME: J. T. Knight	SIGNATURE: J T Knight
TITLE: Executive Director	DATE: November 5, 1954

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION Yrs.	TOTAL APPRAISED VALUE*
		GEORGE GUSSMAN, Chief, Personal Property Section				
		CAPITAL ASSETS - DWELLING EQUIPMENT				
182	ea	Ranges, cooking, 4 burner, gas (19 A.& B. and 163 Royal Rose)	25.89	4,711.98	04-13	11-5-54 1465.1
20	ea	Ranges, cooking, 4 burner, gas (Wlbilt Model #5422)	47.52	950.40	N -½	"
21	ea	Refrigerators, elec. Kelvinator6'	76.31	1,602.51	02-5	"
44	ea	Refrigerators, elec. Frigidaire 6'	76.31	3,357.64	04-13	"
7	ea	Refrigerators,elec. Frigidaire 4'	65.38	457.66	04-13	"
20	ea	Refrigerators, elec. Westinghouse 8'	100.68	2,013.60	N-1Mo	"
108	ea	Refrigerators, elec. Westinghouse HE 6'L	126.75	13,686.84	0-1-?	"
				26,780.63		
		CAPITAL ASSETS - DWELLING FURNITURE				
		None				
		CAPITAL ASSETS - MOTOR VEHICLES				
1	ea	Scooter, Cushman, A68802, 15M71 4HP, 3 wheel, tire size 400x9, Red color	500.00	500.00	03-13	1475.7
1	ea	Truck, 46 G,M.C. Model 00302, Stake Sr.#42178,Eng. No. 23621176, 1½ton. 87 HP, Wt. 14000 lbs. green color	2100.00	2,100.00	02-8	"
				2,600.00		

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

EXHIBIT "B"

FWA-1014A
Rev. September 1961

BOOK 4085 PAGE 451

PAGE 2 OF 127
PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION Yrs.	TOTAL APPRAISED VALUE*
		OTHER CAPITAL ASSETS				
2	ea	Basket Ball backstop and standard	101.76	203.52	03-13	1475.3
4	ea	Cabinets, file, steel, le al, 4 dwr with lock	52.85	211.40	02-13	1475.1
2	ea	Cabinets, file, steel, legal, 4 dwr. w/ lock, #24848	52.85	105.70	02-13	1475.1
4	ea	Chairs, lounge, removable cushions	51.50	206.00	03-13	1475.1
1	ea.	Climbing structure, small, steel	155.00	155.00	04-13	1475.3
1	ea.	Climbing " , large, "	155.00	155.00	04-13	1475.3
1	ea.	Cooler, electric, water with jug	110.00	110.00	R -13	1475.1
1	ea.	Compressor, air	225.00	225.00	03-13	1475.2
2	ea.	Desk, #176 F.B. Stell, flat top #24855 - #24856	72.00	144.00	02-13	1475.1
1	ea.	Desk,#1769, Steel, secretarial #24857	104.00	104.00	02-13	1475.1
1	ea.	Desk, oak, secretarial, pedestal	50.00	50.00	03-13	1475.1
1	ea.	Desk, Executive, Mahogany, Double pedestal #4857	150.00	150.00	02-13	1475.1
1	ea	Fan, electric	50.00	50.00	02-13	1475.1
1	ea.	Machine, adding Burroughs, #9A57636 manually operated	206.00	206.00	04-13	1475.1
1	ea.	Machine, adding R.C. Allen, Electric, model 3089 Sr #997509	446.00	446.00	02-13	1475.1
1	ea.	Machine, posting, Burroughs #A401265	400.00	400.00	03-13	1475.1
1	ea.	Mimeograph, hand, operated, A.B. Dick	171.00	171.00	02-13	1475.1
1	ea.	Money Chest #4P02216 -2 Yale	87.50	87.50	03-13	1475.1
1	ea	Mower, Lawn, power, "Park Special with sulky hitch #2PKO) A-2385 motor - 160436	456.80	456.80	N-1	1475.2
1	ea.	Mower, Lawn, power, "Zoto" FRG commander tire size 450 x 7, 50" blade, Brigg & Stratton #136595, E 58344	196.00	196.00	02-13	1475.2
1	ea	Mower, lawn, power, ZR6, Fleetway, Brigg & Stratton 32" blade #23827 F258 58	196.00	196.00	04-13	1475.2
1	ea	Piano, Pease, #72625 Upright, bench	150.00	150.00	R-13	1475.3
1	ea	Piano, Crawn, Geo. P. Brent #60011	150.00	150.00	03-13	1475.3
1	ea	Projector, Victor Motion Picture Sound Model #40	449.00	449.00	03-13	1475.3
1	ea	Range, cooking, Magic Chef, heavy duty, gas, model #109	150.00	150.00	02-13	1475.3
1	ea	Refrigerator, Philco 7½'	78.34	78.3	03-13	1475.3
1	ea	Safe, York #1410	160.00	160.00	02-13	1475.1
1	ea	Slide, 8' Steel	159.00	159.00	04-13	1475.3
1	ea	Sterilizer, medical 200 v 110 AC-DC	40.00	40.00	02-13	1475.3
2	ea	Swing, fence guards W/weld type fittings (2 swings)	79.00	158.00	02-13	1475.3
1	ea	Swing sets 10' x 2' (4 swings)	120.00	120.00	02-13	1475.3
1 ea	Swing	sets 8' x 2' (6 swings)	160.00	160.00	03-13	1475.3
1	ea	Refrigerator Westinghouse HE, 6' L	126.75	126.75	0-1-?	1465.1

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

BOOK 4005 PAGE 452

FHA-1614A
Rev. September 1961

PAGE 8 OF 127
PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION Yrs.	TOTAL APPRAISED VALUE*
		OTHER CAPITAL ASSETS CONTINUED				
1 ea	ea	Snake, electric Model MR Sr. #604	90.00	90.00	02-13	1475.2
1	ea	Table, examing, wood	58.00	58.00	02-13	1475.3
1	ea	Typewriter, Royal 11" elite #2840787-11	115.00	115.00	03-13	1475.1
1	ea	Ventilator, fan with hood	75.00	75.00	02-½	1475.3
1	ea	Ventilator, fan, metal	50.00	50.00	03-13	1475.3
				6,318.01		
		NON CAPITAL ASSETS				
1	ea	Wood Doll Bed	7.75	7.75	N -½	1475.9
1	ea	Child Size Dresser	18.95	18.95	N -½	1475.9
1	ea	Stove	16.95	16.95	N -½	1475.9
1	ea	Cupboard	22.95	22.95	N-½	1475.9
1	ea	Refrigerator	20.95	20.95	N -½	1475.9
1	ea	Rush Rocker	7.95	7.95	N -½	1475.9
1	ea	Wood Telephone	2.50	2.50	N -½	1475.9
1	ea	Auger, closet, no kink	3.00	3.00	02-13	1475.9
4	ea	Beds, doll, natural finish	15.00	60.00	R-13	1475.9
1	ea	Bench, work, wood	15.00	15.00	02-13	1475.9
1	ea	Block, Potamac set	10.00	10.00	04-13	1475.9
1	ea	Block, hollow, tan & green set	10.00	10.00	04-13	1475.9
6	ea	Bookcase, wood, 7 x 5 x 11'	35.00	210.00	02-13	1475.3
1	ea	Board, Ironing, Childs, Nat. finish	2.00	2.00	R-13	1475.9
1	ea	Brace, 6" swing #110 no name	3.50	3.50	02-13	1475.9
2	ea	Bureau, doll house	3.00	6.00	R-13	1475.9
200	ea	Cabinets, utility, wood	10.00	2000.00	03-13	1465.2
1	ea	Cabinets, file, sectional, single	10.00	10.00	02-13	1475.9
1	ea	Cabinets, file, legal 4 dwr.	24.00	24.00	03-13	1475.1
1	ea	Cabinets, file, wood, 4 dwr.	15.00	15.00	02-13	1475.9
1	ea	Cabinets, supply, pine 19x30x50"	10.00	10.00	02-13	1475.9
2	ea	Case, key, wood, 30 capacity	15.00	30.00	02-13	1475.1
1	ea	Case, Telkee, wood 350 capacity	45.00	45.00	02-13	1475.1
1	ea	Chair, arm, slat back, wood	10.00	10.00	02-13	1475.9
2	ea	Chairs, arm, office, #24849-50	8.89	17.78	03-13	1475.9
1	ea	Chair, arm, swivel oak	4.00	4.00	03-13	1475.9
1	ea	Chair, arm, adult, slat back, oak	5.00	5.00	03-13	1475.9
72	ea	Chairs, folding, wood	1.08	77.76	03-13	1475.9
83	ea	Chairs, Nursery 4 legs	2.50	207.50	04-13	1475.9
16	ea	Chairs, wood blue	2.50	40.00	04-13	1475.9
6	ea	Chairs, straight, wood	4.00	24.00	04-13	1475.9
1	ea	Chair, stone, Mahogany	14.40	14.40	03-13	1475.9
3	ea	Chairs, straight, slat back, wood	4.00	12.00	03-13	1475.9
1	ea	Chair, straight, slat back	2.50	2.50	03-13	1475.9

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	[illegible]	TOTAL COST	CONDITION [illegible]	TOTAL APPRAISED VALUE
		NON CAPITAL ASSETS - CONTINUED				
5	ea	Chairs, slat back, green leather seat	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Chair, swivel, [illegible]	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Chair, swivel, [illegible]	[illegible]	10.00	03-1[illegible]	1475.9
1	ea	Chair, swivel, [illegible]	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Chair, typewriter, [illegible]	[illegible]	10.00	03-1[illegible]	1475.9
4	ea	Clippers, hand [illegible]	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Clock, Electric [illegible]	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Clock, [illegible] with key	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Chair occasional	[illegible]	[illegible]	03-1[illegible]	1475.9
83	ea	Cots, Nursery, wood [illegible]	[illegible]	[illegible]	04-1[illegible]	1475.9
6	ea	Cot Dollies, [illegible] wood	[illegible]	[illegible]	03-1[illegible]	1475.9
2	ea	Desk, oak, 40 x 40 x [illegible]	[illegible]	[illegible]	04-1[illegible]	1475.1
1	ea	Desk, wood [illegible]	[illegible]	[illegible]	03-1[illegible]	1475.1
1	ea	Die stock, #8 Armstrong	[illegible]	[illegible]	03-1[illegible]	1475.9
2	ea	Drills, 19", no mans	[illegible]	[illegible]	03-1[illegible]	1475.9
3	ea	Easels with paint trays, oak	[illegible]	[illegible]	[illegible]	1475.9
9	ea	Edgers, lawn	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Expansion bit, Irvin #2	[illegible]	[illegible]	03-1[illegible]	1475.9
1	ea	Extinguisher, fire, soda and acid [illegible] gal.	[illegible]	[illegible]	02-1[illegible]	1475.2
1	ea	Extinguisher, fire Red star, water [illegible] gal	[illegible]	[illegible]	03-1[illegible]	1475.2
1	ea	File, card, index Mellon #[illegible]	[illegible]	4.00	02-1[illegible]	1475.9
1	ea	File, card, index Woodmaster	4.00	4.00	03-1[illegible]	1475.9
1	ea	File, card, index [illegible] metal	1.00	1.00	02-1[illegible]	1475.9
1	ea	Float, 12" cement	2.00	2.00	02-1[illegible]	1475.9
1	ea	Fork, garden	1.75	1.75	02-1[illegible]	1475.9
1	ea	Gun, calking	2.00	2.00	02-1[illegible]	1475.9
1	ea	Gun, Hydraulic, grease, Stuart Warner	1.50	1.50	02-1[illegible]	1475.9
1	ea	Gun, hydraulic, grease, Stuart Warner #6558	2.50	2.50	02-1[illegible]	1475.9
1	ea	Grinder, 6"	6.00	[illegible].00	02-1[illegible]	1475.9
2	ea	Hammers, claw, 16 oz	1.50	3.00	02-1[illegible]	1475.9
1	ea	Hammers, machine 16 oz	1.50	1.50	02-1[illegible]	1475.9
1	ea	Hammer, sledge	2.50	2.50	02-1[illegible]	1475.9
7	ea	Hampers, metal	1.50	10.50	03-1[illegible]	1475.9
1	ea	Heater, electric	10.00	10.00	03-1[illegible]	1475.9
160	ea	Heaters, hot water gas, automatic, 9 gal Keystone	30.00	4,800.00	04-1[illegible]	1460
46	ea	Model M-10-A Merion Master Series A, hot water heaters, 10 gal.	60.25	2,771.50	N-1[illegible]	1460
3	ea	Hose, garden 25' rubber	5.00	15.00	03-1[illegible]	1475.9
10	ea	Hose, garden 50' "	7.50	75.00	03-1[illegible]	1475.9
2	ea	Lamps, floor with reflectors	10.00	20.00	04-1[illegible]	1475.9
1	ea	Lamp, floor, goose neck	8.00	8.00	03-1[illegible]	1475.9
3	ea	Ladders, step 5' wood	5.00	15.00	03-1[illegible]	1475.9

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

Note: Best copy

FHA-1411a
Rev. September 1961

BOOK 1005 PAGE 454

Page 5 of 14.9
PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION Yrs.	TOTAL APPRAISED VALUE*
		NON CAPITAL ASSETS - Continued				
3	ea	Ladders, step 6' wood	6.00	18.00	03-13	1475.9
4	ea	Ladders, " 4' "	4.00	16.00	03-13	1475.9
2	ea	Ladders, " 8' "	8.00	16.00	03-13	1475.9
1	ea	Lantern, Dietz	1.50	1.50	03-13	1475.9
1	ea	Level, Aluminum 24"	3.50	3.50	03-13	1475.9
1	ea	Machine, billing Egry, hand, auditor	48.00	48.00	02-13	1475.1
3	ea	Machine, billing Egry, Handipak #463400-469621 - 463963	14.00	42.00	02-13	1475.9
9	ea	Mowers, lawn, hand	16.50	148.50	02-13	1475.9
1	ea	Pick, eye, 24"	2.00	2.00	02-13	1475.9
1	ea	Pliers, electrician 8" Krauter	2.50	2.50	02-13	1475.9
3	ea	Pliers, combination	2.50	7.50	02-13	1475.9
1	ea	Pipe Cutter, #2 Rigid 1/8" to 2"	5.00	5.00	02-13	1475.9
1	ea	Pipe Reamer, Greenfield, #246 2"	2.50	2.50	02-13	1475.9
1	ea	Radio, Motorola, Mod 3-2K-1 6 tube	35.00	35.00	R-13	1475.3
4	ea	Rakes, yard 16" wood handles	1.25	5.00	03-13	1475.9
11	ea	Rakes, grass " "	.50	5.50	03-13	1475.9
1	ea	Receptacle, sanitary waste	5.00	5.00	03-13	1475.9
1	ea	Scales, postal	6.50	6.50	R-13	1475.9
1	ea	Scale, Detecto Balance, adult	16.00	16.00	02-13	1475.9
1	ea	Scale, " " , Infant	16.00	16.00	02-13	1475.9
2	ea	Screwdrivers, 12" Stanley	1.75	3.50	03-13	1475.9
3	ea	Settees, 4 removable cushions, wood	35.00	105.00	02-13	1475.9
3	ea	Shears, pruning 18" handles	3.50	10.50	03-13	1475.9
3	ea	Shovels, square, point, wood handle	1.50	4.50	02-13	1475.9
2	ea	Shovels, round point " "	2.00	4.00	02-13	1475.9
1	ea	Snips, tin, Cresent 12"	2.50	2.50	02-13	1475.9
2	ea	Snakes, Plumbers, no Kink 10'	5.00	10.00	03-13	1475.9
6	ea	Stands, smoking, Nat. finish, wood	1.00	6.00	03-13	1475.9
1	ea	Stand, typewriter, metal	7.50	7.50	03-13	1475.9
1	ea	Stools, 18" high, wood	5.00	5.00	02-13	1475.9
2	ea	Stools, draftsman	4.50	9.00	03-13	1475.9
1	ea	Spray, gun, paint, 1 pt. no name	12.50	12.50	02-13	1475.9
1	ea	Sprayer, electric, insect mod. 53	12.00	12.00	02-13	1475.9
4	ea	Sprinklers, lawn, Rain King, green	7.50	30.00	02-13	1475.9
1	ea	Stool, wood, foot	3.00	3.00	02-13	1475.9
5	ea	Stools, " " oak	2.00	10.00	04-13	1475.9
6	ea	Steps, wooden 3 steps, Nat. finish	1.50	9.00	04-13	1475.9
16	ea	Screens, Nat. fin. wood 30 x 60"	1.50	24.00	03-13	1475.9
1	ea	Table, 40 x 32 pressed wood top	6.00	6.00	03-13	1475.9
1	ea	Table, typewriter, wood top metal legs	8.00	8.00	03-13	1475.9
1	ea	Table, mahogany, 2 dwr. 34x59x31"	16.00	16.00	03-13	1475.9
1	ea	Table, serving, wood	6.00	6.00	03-13	1475.9
2	ea	Tables, coffee, wood	5.00	10.00	02-13	1475.9
1	ea	Table, ping-pong, folding, wood	10.00	10.00	03-13	1475.9

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

BOOK 4005 PAGE 455

PAGE 6 OF 12 9

PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION Yes.	TOTAL APPRAISED VALUE*
		NON CAPITAL ASSETS - Continued				
1	ea	Table, library, maple 1 dwr.	10.00	10.00	02-13	1475.9
1	ea	Table, instrument, white, metal	7.00	7.00	02-13	1475.9
8	ea	Tables, 18" Nat. finish	7.50	60.00	04-13	1475.9
4	ea	Tables, 20" " "	7.50	30.00	R-13	1475.9
2	ea	Tables, 18" round, nat, finish	7.50	15.00	R-13	1475.9
1	ea	Table, tea, painted blue	5.00	5.00	04-13	1475.9
1	ea	Table, plywood top 20" x 3¼ x 7'	10.00	10.00	02-13	1475.9
2	ea	Tapes, steel 25' Plumbers, snake	5.00	10.00	02-13	1475.9
1	ea	Tape, steel 50' plumbers snake	5.00	5.00	02-13	1475.9
1	ea	Thermometer, stove	1.50	1.50	02-13	1475.9
1	ea	Torch, blow, C. L.	9.10	9.10	02-13	1475.9
2	ea	Trays, posting McBee #23854-53	12.75	25.50	02-13	1475.9
1	ea	Truck, hand, 2 wheel 29" x 72"	7.50	7.50	02-13	1475.9
1	ea	Truck, hand, 4 wheel, wood body	15.00	15.00	03-13	1475.9
1	ea	Tape & Die set 1/8" - 3/4" incomplete	20.00	20.00	03-13	1475.9
1	ea	Vise, bench 4" Columbia	15.00	15.00	02-13	1475.9
2	ea	Vise, pipe, Armstrong	5.00	10.00	03-13	1475.9
2	ea	Wheelbarrow, metal	25.00	50.00	03-13	1475.2
1	ea	Wringer, mop (bucket type)	5.00	5.00	02-13	1475.9
1	ea	Wrench 24"	1.50	1.50	03-13	1475.9
1	ea	Wrench, 12"	1.50	1.50	03-13	1475.9
1	ea	Wrench 18" stillson	7.50	7.50	02-13	1475.9
1	ea	Wrench 10" "	5.00	5.00	02-13	1475.9
1	ea	Wrench 18" Monkey	5.00	5.00	02-13	1475.9
1	ea	Wrench 10" "	4.00	4.00	02-13	1475.9
		Total Non-Capital Assets		12,298.25		

* CODE *

N - - - - - - - - - New

1 - - - - - - - - - - Excellent

02 - - - - - - - - - Good, useable without repairs

03 - - - - - - - - - Fair, " " "

04 - - - - - - - - - - Poor,

R - - - - - - - - - - Repairs required

X - - - - - - - - - - Items no longer usable - junk

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

BOOK 4005 PAGE 456

FSLA-1614a
Rev. September 1961

PAGE 1 OF 9
PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
7		4' Frigidaire Electric Refrigerators Cabinet Style Unit Serial No.				
		" " 18B14048	65.38		04	
		" " 18B63404	"		04	
		" " 18B14645	"		04	
		" " 18B14887	"		04	
		" " 18B14514	"		04	
		" " 18B14121	"		04	
		" " 18B78747	"		04	
44		6' Frigidaire Electric Refrigerators Cabinet Style Unit Serial No.				
		" " 18A08805	76.31		04	
		" " 16B57256	"		04	
		" " 18B52034	"		04	
		" " 20B06094	"		04	
		" " 16A08401	"		04	
		" " 13B25801	"		04	
		" " 12B93023	"		04	
		" " 18B58272	"		04	
		" " 18B52173	"		04	
		" " 13B60232	"		04	
		" " 18B53127	"		04	
		" " 18B52097	"		04	
		" " 16B57407	"		04	
		" " 16B57484	"		04	
108		6' Westinghouse Electric Refrigerators (without numbers)	126.75	13686.81	0-1	

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

FSLA-1614a
Rev. September 1961

PAGE 8 OF 9
PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
		6' Frigidaire Electric Refrigerators				
		Cabinet Style Serial No.				
		" " 15B27939	76.31		04	
		" " 13B60871	"		04	
		" " 16B60033	"		04	
		" " 21B27665	"		04	
		" " 16B27954	"		04	
		" " 16B27934	"		04	
		" " 16B53782	"		04	
		" " 16B57133	"		04	
		" " 16B01524	"		04	
		" " 16B57183	"		04	
		" " 16B57106	"		04	
		" " 13B60866	"		04	
		" " 16B27972	"		04	
		" " 16B32942	"		04	
		" " 16B27[illegible]09	"		04	
		" " 16B53721	"		04	
		" " 16B32158	"		04	
		" " 16B57424	"		04	
		" " 13B60605	"		04	
		" " 13B42162	"		04	
		" " 16B57155	"		04	
		" " 13B60947	"		04	
		" " 16B10516	"		04	
		" " 16B53705	"		04	
		" " 18B52071	"		04	
		" " 16B32906	"		04	
		" " 16B53637	"		04	
		" " 16B57486	"		04	
		" " 16B32142	"		04	
		" " 16B01517	"		04	
21		6' Kelvinator Electric Refrigerators				
		Cabinet Style Serial No.				
		" " 5726830	76.31		02	
		" " AC-L 8019026	"		02	
		" " " 8020098	"		02	
		" " " 8019239	"		02	
		" " " 8019697	"		02	
		" " " 8019662	"		02	
		" " " 8019237	"		02	
		" " " 8020100	"		02	
		" " " 8020180	"		02	
		" " " 8020160	"		02	
		" " " 8019575	"		02	
		" " " 8019599	"		02	
		" " " 8019498	"		02	

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

BOOK 4005 PAGE 458

FSEA-1016a
Rev. September 1961

PAGE [illegible] OF [illegible]
PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
		6' Kelvinator Electric Refrigerators				
		Cabinet Style Serial No.				
		" " AC-L	76.31		02	
		" " " 8019215	"		02	
		" " " -R 5975097	"		02	
		" " " 8000389	"		02	
		" " " 8002867	"		02	
		" " " 5974953	"		02	
		" " " 8002657	"		02	
		" " " 5975039	"		02	
		" " " 5975424	"		02	
	20	HG 8' -Westinghouse Electric Refrigerators				
		Cabinet Style Serial No.				
		" " L.H. P155581	100.68		N	
		" " " P155662	"		N	
		" " " P155837	"		N	
		" " " P155847	"		N	
		" " " P155857	"		N	
		" " " P155550	"		N	
		" " " P155743	"		N	
		" " " P155660	"		N	
		" " " P135890	"		N	
		" " " P135975	"		N	
		" " R.H. P173567	"		N	
		" " " P173939	"		N	
		" " " P173954	"		N	
		" " " P173970	"		N	
		" " " P173932	"		N	
		" " " P173836	"		N	
		" " " P174575	"		N	
		" " " P174581	"		N	
		" " " P173813	"		N	
		" " " P173943	"		N	
		CODE: N - New				
		1 - Excellent				
		02 - Good				
		03 - Fair				
		04 - Poor				
		R - Repairs required				
		X - No longer useable				

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

BOOK 4005 PAGE 450

PAGE 1 OF ___ PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
		Expendable Equipment, Materials and Supplies.				
		JANITORAL 4210				
1	case	Toilet Paper	12.50	12.50	N	
1	case	Paper Towels	14.25	14.25	N	
½	case	Paper Cups	12.50	6.25	N	
4	cans	Cleaner	.15	.60	N	
24	cans	Closet Bowl Cleaner	.25	6.00	N	
6	gal	Wilshine(Tile floor cleaner)	.90	5.40	N	
2	gal	Pinemul (pine oil solution)	.75	1.50	N	
		Total		$46.50		
		STRUCTURES 4420				
11		Window screens complete	4.00	44.00	N	
5		3' -0" x 6' -8" Screen Door	11.00	55.00	N	
70		Sq. feet alum. screen wire	.10	7.00	N	
3		Pcs. D. S. glass 18" x 24"	1.42	4.26	N	
5		" " " " 14" x 26"	1.38	6.90	N	
4		" " " " 24" x 30"	1.71	6.84	N	
9		Door stops, brass	.20	1.80	N	
3		Mail Boxes	1.75	5.25	N	
6		Screen Door latch sets	1.25	7.50	N	
14		Lock Plates	.10	1.40	N	
2	lbs.	3/4" wire brads	.45	.90	N	
2	box	Glazier Points	.10	.20	N	
24		Window shade brackets	.05	1.20	N	
15		Thumb turns for locks	.43	6.45	N	
1	gross	½" #10 tapping screws	.94	.94	N	
1/4	gross	3/16" x 1½" stove bolts	1.23	1.23	N	
1	gross	1½" # 8 wood screws	1.42	1.42	N	
1/5	gross	1" #9 " "	1.12	.23	N	
1/5	gross	1" #8 " "	1.12	.23	N	
½	gross	7/8 " # 8 Oval head screws	1.45	.73	N	
½	gross	5/8 " # 8 " " "	1.35	.68	N	
1/4	gross	3/4 # 8 " " "	1.40	.35	N	
3		Barrel Bolts	.15	.45	N	
3		3½" safety hasps	.25	.75	N	
1	pair	3½ x 3½ butts	1.25	1.25	N	
36		House numbers	.10	3.60	N	
1	box	Floor Tile	4.25	4.25	N	
10		#106 F Window balances	2.35	23.50	N	
12		#106A Window Balances	2.45	29.40	N	
33		#506 Door closer springs	.35	11.55	N	

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

FMA-1614D
Rev. September 1962

PAGE 3 OF
PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
		STRUCTURES 4420 (cont.)				
9		Yale door closer	2.75	24.75	N	
		Total		25.01		
		PAINTING 4430				
5	gal	Lenseed oil	3.00	15.00	N	
18	gal	Cement and stucco paint	4.07	73.26	N	
20	gal	Smart tone inside paint	3.69	30.00	N	
6	gal	Semi-gloss enamal	4.00	24.00	N	
5	gal	Gloss enamal	5.50	27.50	N	
5	gal	Terpentine	1.75	8.75	N	
8	gal	Flat enamal	3.50	28.00	N	
2	gal	Orange shellac	3.25	6.50	N	
1	gal	alchol	2.00	2.00	N	
5	½pts	Color	.45	2.25	N	
4		Drop cloths	11.00	44.00	used	
3		6" wall brushes	8.35	25.05	used	
3		4½ " "	6.50	19.50	used	
4		2½ brushes	2.40	9.60	used	
1		3" "	4.28	4.28	used	
2		2" "	2.40	4.80	used	
1		4" "	6.00	6.00	used	
		Total		$404.29		
		PAINTING AND DECORATING 4430.1				
20		26" Window shades	2.10	42.00	N	
18		29" " "	2.10	37.80	N	
40		35" " "	2.10	84.00	N	
10		34" " "	2.10	21.00	N	
		Total		$184.80		

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

PAGE 8 OF PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
		PLUMBING 4440.1 (& gas heater parts)				
44		Tank bulbs	.45	19.80	N	
8		1 1/4 Chrome tail pipes	1.15	9.20	N	
48		Rubber hose washose	.02	.96	N	
11		1½" Chrome tail pipe nuts	.28	3.08	N	
32		1½" metal tail pipe washers	.04	1.28	N	
54		2" metal flush elbow washers	.04	2.16	N	
39		Brass lift pins	.12	4.68	N	
27		Toilet seat bumpers	.07	1.89	N	
14		2" rubber flush elbow washers	.14	1.96	N	
56		3/8 " bib washers	.04	2.24	N	
53	6	5/8" fiber barrel wahser	.06	3.18	N	
18		1 1/4 " rubber P. O. plug washer	.05	.90	N	
46		Brass float rods	.16	7.36	N	
11		Brass refill tubes	.18	1.98	N	
32		Brass lever wires	.09	2.88	N	
3		2" Chrome flush elbow nuts	.32	.96	N	
39		Sink gaskets	.09	3.51	N	
17		1½ sink stoppers	.22	3.74	N	
32		Brass guide worms	.33	10.56	N	
49		Chrome Key rings 3/4"	.11	5.39	N	
36		⅛x6" chrome rods for tolit seats	.21	7.56	N	
1		Chrome plated combination basket sink strainer and stopper	1.32	1.32	N	
58		Graphited conical washers	.18	10.44	N	
48		Rubber toilet seat washers	.03	1.44	N	
46		Brass friction rings	.09	5.04	N	
54		Fibre friction rings	.06	3.24	N	
58		Rubber friction rings	.07	4.06	N	
48		Brass supply pipe collars	.28	13.44	N	
56		Rubber ball lock seat washers	.04	2.24	N	
61		Leather ball lock piston plunger washers	.10	6.10	N	
96		Swinging spout washer	.08	7.68	N	
36		1 1/4 Tab stopper	.18	6.48	N	
21		Leather cup washers	.12	2.52	N	
26		Leather ball lock washers	.11	2.86	N	
17		Brass overflow tubes	.48	4.16	N	
3		Brass floats	.78	2.34	N	
33		Plastic guide arms	.14	4.62	N	
50ft		#10 beaded nickle chain	.10	5.00	N	
60		Nickle jump coupling	.10	6.00	N	
36		Closet bolts brass	.18	7.28	N	
41		Closet screws brass	.18	7.38	N	
6		Brass clean out plugs	.45	2.70	N	
5		Brass outside faucets	1.25	6.25	N	
1LB		Valve stem packing	1.35	1.35	N	

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

FEA-3614 a
Rev. September 1961

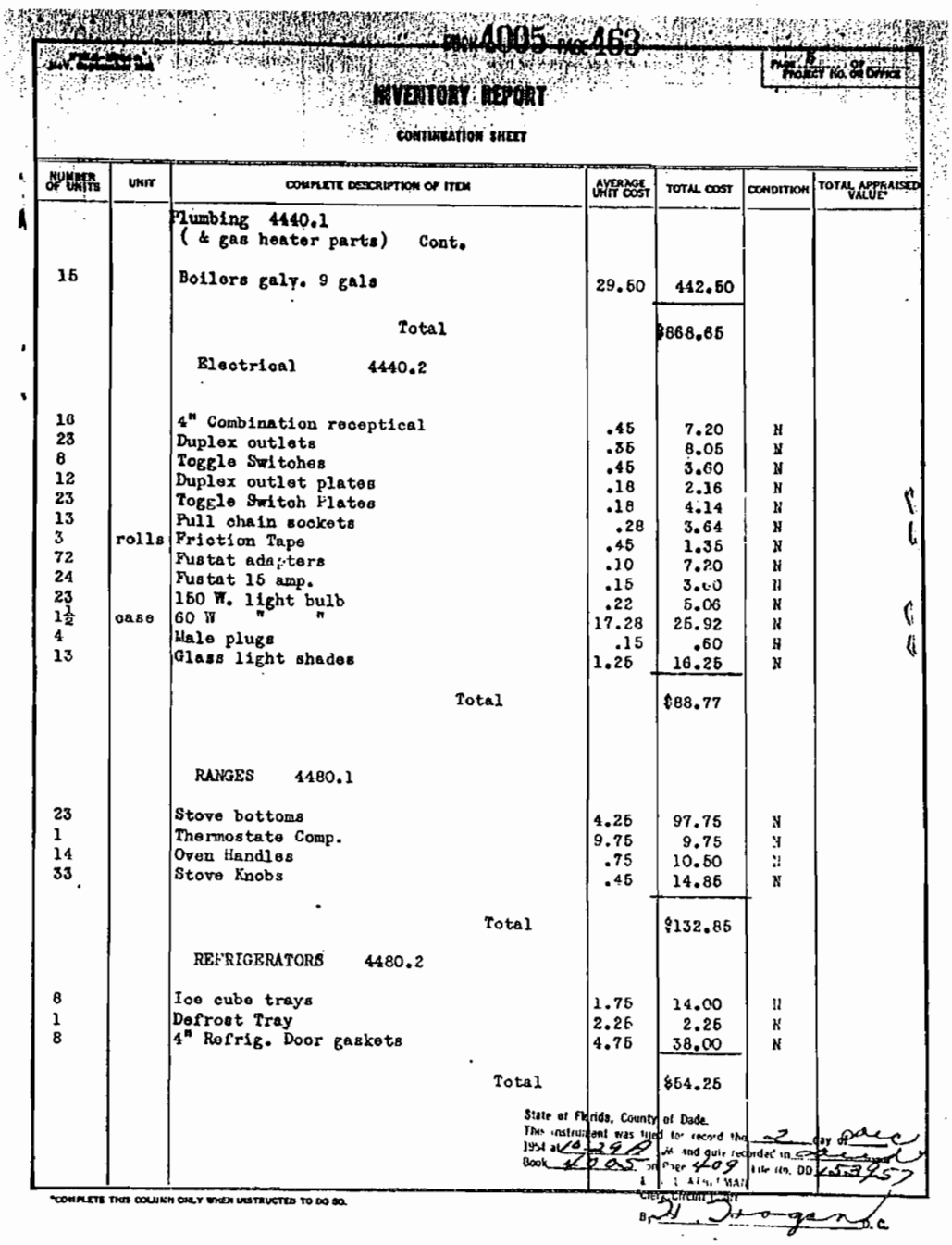
Page 4 of
Project No. or Office

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
		Plumbing 4440.1 (& gas heater parts) Cont.				
7		Brass flush valve with guide arm	3.25	22.75	N	
8		2" x 5" x 7" Chrom flush elbows	.68	5.44	N	
7		Brass ball lock	1.85	12.95	N	
9		Flush tank levers	.78	7.02	N	
1		1 1/4" x 6" P.O. plugs	1.25	1.25	N	
9		Brass cut off valve	1.85	16.65	N	
11		Brass shad holders	.15	1.65	N	
12		1/8" Couplings	.11	1.32	N	
9		3/4" Couplings	.16	1.44	N	
11		45° x 1/8" Elbows	.11	1.21	N	
2		90° x 1/8" Elbows	.11	.22	N	
7		1/8" Street ells	.15	1.05	N	
9		1/8" x 3/4" x 3/4" tee	.20	1.80	N	
6		1/8" x 3/4" Bushings	.15	.90	N	
4		3/8" x 1/8" Bushings	.13	.52	N	
6		1/8" x 3/4" reducing Coupling	.18	1.08	N	
10		1/8" Tees	.15	1.50	N	
4		1/8" unions	.35	1.40	N	
11		4" nepples	.08	.88	N	
8		3 1/2" x 1/2" nepples	.08	.64	N	
5		3" x 1/2" Nepples	.07	.35	N	
5		2 1/2" x 1/2" "	.07	.35	N	
12		1" x 1/2" "	.05	.60	N	
15		2" x 1/2" "	.06	.90	N	
16		1 1/2" x 1/2" "	.06	.96	N	
8		5" x 1/2" "	.10	.80	N	
8		4 1/2" x 1/2" "	.09	.72	N	
13		1 1/2" x 3/4" "	.07	.91	N	
25		3 1/2" x 3/4 " "	.09	2.25	N	
1LB		Solder	.80	.80	N	
16		1/2" safty valve	1.60	25.60	N	
35		Bi-Metal strips	.70	24.50	N	
55		Heater burner tips	.45	24.75	N	
35	Lin. ft.	1/4 " Copper tubing	.10	3.50	N	
20	Lin. Ft.	3/8 " " "	.12	2.40	N	
32	Lin. ft.	5/8 " " "	.16	5.12	N	
12	Lin. ft.	3/16 " " "	.08	.96	N	
16	Lin. ft.	5/8" Copper Flare Nuts	.45	7.20	N	
7		3/8 " " "	.25	1.75	N	
8		1/2" Pipe to 1/2" copper coupling	.38	3.04	N	
8		3/4" " to 1/2" " "	.45	3.60	N	
6		1/2 pipe female to 1/2" Copper coupling	.42	2.52	N	
6		1/2 pepe to 1/2 copper elbow	.43	2.58	N	
3		toilet seats W/ lid	4.25	12.75	N	
12		Outside water keys	.15	1.80	N	

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.



BOOK 4005 PAGE 463

PAGE 5 OF PROJECT NO. OR OFFICE

INVENTORY REPORT

CONTINUATION SHEET

NUMBER OF UNITS	UNIT	COMPLETE DESCRIPTION OF ITEM	AVERAGE UNIT COST	TOTAL COST	CONDITION	TOTAL APPRAISED VALUE*
		Plumbing 4440.1 (& gas heater parts) Cont.				
15		Boilers galv. 9 gals	29.60	442.60		
		Total		$868.65		
		Electrical 4440.2				
16		4" Combination receptical	.45	7.20	N	
23		Duplex outlets	.35	8.05	N	
8		Toggle Switches	.45	3.60	N	
12		Duplex outlet plates	.18	2.16	N	
23		Toggle Switch Plates	.18	4.14	N	
13		Pull chain sockets	.28	3.64	N	
3	rolls	Friction Tape	.45	1.35	N	
72		Fustat adapters	.10	7.20	N	
24		Fustat 15 amp.	.15	3.60	N	
23		150 W. light bulb	.22	5.06	N	
1½	case	60 W " "	17.28	25.92	N	
4		Male plugs	.15	.60	N	
13		Glass light shades	1.25	16.25	N	
		Total		$88.77		
		RANGES 4480.1				
23		Stove bottoms	4.25	97.75	N	
1		Thermostate Comp.	9.75	9.75	N	
14		Oven Handles	.75	10.50	N	
33		Stove Knobs	.45	14.85	N	
		Total		$132.85		
		REFRIGERATORS 4480.2				
8		Ice cube trays	1.75	14.00	N	
1		Defrost Tray	2.25	2.25	N	
8		4" Refrig. Door gaskets	4.75	38.00	N	
		Total		$54.25		

State of Florida, County of Dade.
This instrument was filed for record the 2 day of Dec
1954 at 10:29 A.M. and duly recorded in Book 4005 Page 409
Rec. No. DD 453457
[illegible] Clerk Circuit Court
By [illegible] D.C.

*COMPLETE THIS COLUMN ONLY WHEN INSTRUCTED TO DO SO.

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of November 19, 1952 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 762 dwellings; and which low-rent housing will be known as /Project No. Fla-5-4/

/Project No. Fla-5-4 with approximately 762 dwellings/ and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

EXHIBIT B

The following described lands in the County of Dade, State of Florida, to-wit:

Blocks 25, 30, 31 and 24 and that portion of Blocks 23 and 32 lying North of the Northerly right-of-way line of the Florida East Coast Railway according to the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

AND Blocks 61 and 66 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida, and Blocks 60, 61, 66 and 67 of the plat of Addition to Para Villa Heights as recorded in plat book 4 page 61½ of the Public Records of Dade County, Florida, and Blocks 60 and 67 according to the plat of Para Villa Heights Addition as recorded in plat book 4 at page 153 of the Public Records of Dade County, Florida, and all of that portion of the N½ of N. W. 73rd Street (Mango Ave.) as shown on the plat of Para Villa Heights Addition as recorded in plat book 4 at page 153 of the Public Records of Dade County, Florida, between N. W. 23rd Court and N. W. 24th Avenue lying North of the Northerly right-of-way of the Florida East Coast Railway which portion of N. W. 73rd Street was closed by Resolution No. 2363 of the Board of County Commissioners of Dade County, Florida.

AND all of Block 40 except the West ½ thereof, and also except the South 75 feet of the East 100 feet of the South ½ of Block 40; and all of the North ½ of Block 39 except the West 150 feet thereof; and the North ½ of Block 52, all of Block 51; all of Block 41 lying South of the Southerly right-of-way line of the Florida East Coast Railway; and all of the North ½ of Block 50 lying South of the Southerly right-of-way line of the Florida East Coast Railway, except the West 200 feet and the East 100 feet thereof, all Block descriptions being according to the Plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida, and all of Lots 5, 31, and 32 Block 50, less the Florida East Coast Railway right-of-way, according to the plat of Para Villa Heights Addition as recorded in plat book 4 at page 153 of the Public Records of Dade County, Florida, and all of Tract 1 of Mills Subdivision as recorded in plat book 40 at page 90 of the Public Records of Dade County, Florida, lying East of the prolongation South of the center line of N. W. 23rd Court; and Tracts 2, 3 and 4 of said Mills Subdivision, and all of that portion of Tract 6 of said Mills Subdivision lying North of the prolongation West of the South line of the North ½ of Block 50 as shown on the plat of Para Villa Heights as recorded in the plat book 3 at page 106 of the Public Records of Dade County, Florida.

And also the following described tracts or parcels of land in the County of Dade, State of Florida, to-wit:

The West 150 feet of the N½ of Block 48; and begin at a point on the North line of said Block 48 150 feet East of the N. W. cornor of said Block 48; thence South parallal to the West line of said Block 48 140.29 feet to the South line of the N½ of said Block 48; thence East along the South line of the N½ of said Block 48 for a distance of 55.85 feet; thence North 0.31 feet; thence West parallel with the North line of said Block 48 for a distance of 50.0 feet; thence North parallel to the East line of the said Block 48 140.0 feet to a point on

the North line of said Block 48; thence West along the North line of said Block 48 for a distance of 5.80 feet to the point of beginning. And the West 50 feet of the S½ of said Block 48, and the West 50 feet of the East 200 feet of the S½ of Block 48, and begin at a point on the South line of said Block 48 at a distance of 50 feet East of the S. W. corner of said Block 48; thence North parallel with the West line of said Block 48 for a distance of 140.25 feet to the North line of the S½ of the said Block 48; thence East along the North line of the S½ of said Block 48 for a distance of 55.85 feet to a point 200 feet West of the East line of said Block 48; thence South parallel with the East line of said Block 48 for a distance of 140.27 feet to a point on the South line of said Block 48; thence West along the South line of the said Block 48 for a distance of 55.90 feet to the point of beginning. All of the property hereinabove described is according to the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The West 50 feet of the East 150 feet of the South 140 feet of Block 43; and the West 50 feet of the East 100 feet of the S½ of Block 43; and the East 50 feet of the S½ of Block 43; and beginning at a point on the South line of Block 43 at a distance of 150 feet West of the S. E. corner of said Block 43; thence North parallel with the East line of said Block 43 140 feet; thence East parallel to the South line of said Block 43 50 feet; thence North 0.43 feet to the North line of the S½ of said Block 43; thence West along the North line of the S½ of said Block 43 for a distance of 55.85 feet; thence South parallel with the West line of the said Block 43 for a distance of 140.41 feet to the South line of said Block 43; thence East along the South line of said Block 43 for a distance of 5.80 feet to the point of beginning. All of the property hereinabove described in according to the plat of Para Villa Heights as recorded in Plat book 3 at page 106 of the Public Records of Dade County, Florida.

All of the S. W. 1/4 and all of the . . . 1/4 of Block 42 of Para Villa Heights according to the plat thereof recorded in plat Book 3 at page 106 of the Public Records of Dade County, Florida.

The West 50 feet of the S½ of Block 32 less the property of the F.E.C. Railway more particularly described as follows, to-wit: Begin at the S. W. corner of Block 32; thence East along the South line of said Block 32 for a distance of 50 feet to a point; thence North parallel with the West line of said Block 32 for a distance of 123.62 feet to a point on the South right-of-way line of the F.E.C. Railway; thence Northwesterly along the South right-of-way line of the F.E.C. Railway for a distance of 50.27 feet to the intersection thereof with the West line of said Block 32; thence South along the West line of said Block 32 for a distance of 129.10 feet to the S. W. corner of said Block 32 and the point of beginning. All of the property hereinabove described is according to the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The West 100 feet of the N½ of Block 33; the North 65 foot of the West 100 feet of the S. W. 1/4 of Block 33; the East 50 feet of the West 150 feet of the N½ of said Block 33; and beginning at a point on the North line of Block 33 at a distance of 150 feet East of the N. W.

65

corner of said Block 33; thence South along a line parallel with the West line of the said Block 33 for a distance of 140.42 feet to the South line of the North 1/2 of said Block 33; thence East along the South line of the N½ of said Block 33 for a distance of 2.125 feet to a point; thence North parallel with the East line of said Block 33 for a distance of 140.42 feet to a point on the North line of said Block 33; thence West along the North line of said Block 33 for a distance of 2.44 feet to the point of beginning. All of the property hereinabove described is according to the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The West 200 feet of the N½ of Block 20; and all of the N½ of Block 20 less the East 100 feet and the West 200 feet thereof; all according to the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

All of Block 36; all of Block 35; all of Block 34; together with all of that certain street (N. W. 70th Street) lying between Blocks 34 and 35 and between the prolongation North and South of the East and West boundary lines of said Blocks 34 and 35; and also together with all of that certain street (N. W. 69th Terrace) lying between Blocks 35 and 36 and between the prolongation North and South of the East and West boundary lines of said Blocks 35 and 36. All of the property hereinabove described is according to the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The East 100 feet of the N½ of Block 43 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The East 100 feet of the N½ of Block 42 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The East 50 feet of the South 140 feet of Block 43 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The South 75 feet of the West 100 feet of Block 43 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida. And begin at a point on the West line of Block 43 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida, at a distance of 75 feet North of the S. W. corner of Block 43 of said Para Villa Heights; thence East parallel with and 75 feet North of the South line of Block 43 of said Para Villa Heights for a distance of 50 feet to a point, thence North for a distance of 0.74 of a foot to a point; thence West parallel with and 205 feet South of the North line of Block 43 of said Para Villa Heights for a distance of 50 feet to a point on the West line of Block 43 of said Para Villa Heights; thence South along the West line of Block 43 of said Para Villa Heights for a distance of 0.70 of a foot to the point of beginning of the parcel of land herein described.

The North 75 feet of the East 100 feet of the N½ of Block 48 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida AND Begin at a point 100 feet West and 75 feet South of the N. E. corner of Block 48 or Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida; thence South parallel with and 100 feet West of the East line of Block 48 of said Para Villa Heights for a distance of 0.31 of a foot; thence East parallel with and 65 feet North of the South line of the N½ of Block 48 of said Para Villa Heights for a distance of 50 feet to a point; thence North parallel with and 50 West of the East line of Block 48 of said Para Villa Heights for a distance of 0.33 of a foot to a point; thence West parallel with and 75 feet South of the North line of Block 48 of said Para Villa Heights for a distance of 50 feet to the point of beginning of the parcel of land herein described.

The West 50 feet of the North 140 feet of Block 48 of Para Villa Heights according to the plat thereof recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida.

The North 161.55 feet of the West 150 feet of Block 21, less the North 50 feet of the West 75 feet and the North 100 feet of the East 75 feet of the West 150 feet of said Block 21; and the South 35 feet of the North 161.55 feet of the West 150 feet of Block 21; and all of the W½ of Block 21, less the North 161.55 feet thereof and the South 75 feet thereof; and begin at a point on the West line of Block 21 at a distance of 161.55 feet South of the N. W. corner of Block 21; thence East parallel with the North line of Block 21 for a distance of 150 feet to a point of beginning; thence North parallel with the West line of Block 21 for a distance of 61.55 feet; thence East parallel with the North line of Block 21 for a distance of 0.74 feet; thence South along the West line of the East 1/2 of Block 21 for a distance of 61.55 feet; thence West parallel with the North line of Block 21 for a distance of 0.71 feet to the point of beginning. All of the property hereinabove described is according to the plat of Para Villa Heights as recorded in plat book 3 at page 106 Public Records, Dade County, Florida.

All of Blocks 1 and 8 together with that certain street (now N. W. 68th Terrace) lying between said Block 1 and 8 and between the prolongation North and South of the East and West boundary lines of said Blocks 1 and 8, AND all of Blocks 2 and 7, together with that certain street (now N. W. 68th Terrace) lying between said Blocks 2 and 7 and between the prolongation North and South of the East and West boundary lines of said Blocks 2 and 7, also together with that certain street (now N. W. 21st Court) lying between Blocks 1 and 2 and between Blocks 7 and 8 as aforesaid and between the prolongation East and West of the North boundary lines of said Blocks 1 and 2 and between the prolongation East and West of the South boundary lines of said Blocks 7 and 8. All of the property and portions of streets hereinabove described is according to the plat of Orange Ridge Subdivision as recorded in plat book 4 at page 129 of the Public Records of Dade County, Florida.

Begin on the North line of Block 48, Para Villa Heights, Plat book 3, page 106, Public Records of Dade County, Florida, 100 feet East of N. W. corner, then South 140.39 ft. to Center Line of said Block, then East 5.85 ft., then North 140.39

feet to the North line of said Block, then West 5.80 feet to the point of beginning.

Beginning on the East line of Block 49, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, 75 feet South of the Northeast corner, thence West and parallel with the North line of said Block 50 feet to point, thence South 0.33 feet, thence East parallel with and 65 feet North of the center line, 50 feet more or less to the East line of said Block, thence North 0.34 feet to the point of beginning.

Beginning on the East line of Block 48, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, at center line, thence West along center line 150 feet, thence South 0.33 feet, thence East parallel with South line of said Block and 140 feet North therefrom 150 feet more or less to said East line of said Block, thence North 0.34 feet to the point of beginning.

Beginning on the North line of Block 48, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, 150 feet West of the Northeast Corner, thence South 140 feet, thence East 50 feet, thence South 0.23 feet to center line, thence West along center line 105.93 feet, thence North 0.39 feet, thence East 50 feet, thence North 140 feet to North line of said Block, thence East 5.93 feet to the point of beginning.

That part of South 75 feet of West 100 feet Block 23 lying South of Florida East Coast right-of-way, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

Commence on the West line of Block 23 of Para Villa Heights, plat book 3, page 106, of the Public Records of Dade County, Florida, 75 feet North of the Southwest corner of the said Block, thence East and parallel to the South line of said Block 100 feet, thence North 0.33 feet, thence East 100 feet to the West line of said Block, thence South 0.33 feet to point of beginning.

That parcel of land in Block 23, Para Villa Heights described as follows: Beginning 150 feet E of W corner of Block 23; thence North to South line of Florida East Coast right-of-way; thence in Easterly direction to a point 150 feet West of East side of said Block; thence South to South line of said Block; thence West 2.54 feet to point of beginning, in Block 23, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

Lots the East 100 feet of the North one half of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, less the North 75 feet thereof and also less the South 65 feet thereof.

Begin on center line of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, 100 feet east of the West line, thence East along said center line 28 feet, thence North 0.31 feet, thence West 23 feet, thence South 0.32 feet to point of beginning.

West 50 feet of North 75 feet and East 50 feet of West 100 feet of North 75 feet of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

Being the West 100 feet of North one half of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, less the North 75 feet thereof and less the South 65 feet thereof.

Begin on West line of Block 22 of Para Villa Heights, Plat book 3, page 106, Public Records of Dade County, Florida, 75 feet North of Southwest corner, thence East parallel to and 75 feet from the South line of said Block 100 feet, thence North 0.64 feet, thence West 100 feet to West line of said Block, thence South 0.70 feet to point of beginning.

Begin on South line of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, 150 feet East of Southwest corner, thence North 140.30 feet to center line, thence East along center line 2.13 feet, thence South 140.30 feet to South line of said Block, thence West 1.81 feet to point of beginning.

The West 50 feet of the East 150 feet of the South half of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

The East 50 feet of the South 75 feet of the South half of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

Being the East 100 feet of the South one-half of Block 22, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, less North 65 feet thereof and also less the South 75 feet thereof.

Begin 150 feet West of Northeast corner Block 21, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, thence continue on North line of said Block 38.2 feet, thence South 100 feet, East 38.90 feet, North 100 feet to point of beginning.

Begin 100 feet West of Southeast corner, Block 21, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, thence North 75 feet, thence East 100 feet to East side of said Block, thence North 2.55 feet, thence West 100 feet, thence North to center line of said Block, thence West 1.40 feet, thence South to South side of said Block, thence East to point of beginning.

West 100 feet of South 1/2 Block 20, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, less North 65 feet and less South 75 feet.

Begin 150 feet East of Southwest corner Block 20, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, thence North 142.57 feet to center line of said Block, thence East 0.805 feet, thence South 142.57 feet to South line of said Block, thence West 0.855 feet to point of beginning.

Being the East 100 feet of South 1/2 of Block 20, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, less the North 65 feet thereof and also less the South 75 feet thereof.

The South 65 feet of the East 100 feet of Block 19, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

The East 100 feet of Block 19, except the North 75 feet and the South 65 feet thereof, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

All of Block 19 except the East 100 feet and the West 150 feet thereof, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

The West 100 feet of Block 19, except the North 75 feet and the South 65 feet thereof, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

Begin 105 feet South of Northeast corner of Block 33, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, West 100 feet, South 0.40 feet, East 100 feet to East side of said block, North 0.36 feet to point of beginning.

Begin 150 feet West of Southeast corner of Block 33, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, thence North 140 feet, thence East 50 feet, thence North 0.40 feet, thence West 51.06 feet, thence South 140.42 feet to South line of said block, thence East 0.91 feet to the point of beginning.

East 100 feet of South 75 feet, Block 33, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

Begin 75 feet North of Southeast corner Block 33, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, West 100 feet, North 0.40 feet, East 100 feet to East line of said block, South 0.36 feet to point of beginning.

East 100 feet of South 1/2 of Block 33, less that portion lying in and claimed by the Florida East Coast Railway right-of-way all in Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida.

Begin on South line of Block 33, Para Villa Heights, plat book 3, page 106, Public Records of Dade County, Florida, 200 feet East of Southwest corner, thence North parallel to West line of said Block to a point on the southerly right-of-way line of Florida East Coast Railway, thence in a southeasterly direction along said right-of-way line to a point which is 100 feet West of East line of said Block, thence South parallel to and 100 feet West of East line of said Block to South line of said Block, thence West along said South line 8.54 feet to point of beginning.

That portion of N. W. 74th Street, lying between the West line of N. W. 23rd Court and the East line of N. W. 24th Avenue, as now represented and depicted on a plat or map known as Para Villa Heights, recorded in Plat Book 3, Page 11, of the Public Records of Dade County, Florida, which road is 50 feet in width.

That portion of N. W. 74th Street, lying between the West line of N. W. 21st Avenue and the East line of N. W. 22nd Avenue, as now represented and depicted on a plat or map known as Para Villa Heights, recorded in Plat Book 3, Page 106, of the Public Records of Dade County, Florida, which road is 50 feet in width.

N. W. 8th Terrace, formerly known as Orange Avenue, between N. W. 21st Court, formerly known as 1st Street, and N. W. 22nd Avenue, formerly known as Orange Ridge Road, being that 50 foot street lying between Blocks 1 and 8, all of Orange Ridge Subdivision as recorded in Florida plats, page 29 of Public Records of Dade County, Florida.

All that portion of the streets, avenues and court as shown on the plat of Para Villa Heights according to the plat thereof recorded in plat book 3, page 106, of the Public Records of Dade County, Florida, encompassed by the following perimeter description:

Begin at the intersection of the center line of N. W. 75th Street with the center line of N. W. 21st Avenue; thence South along the center line of N. W. 21st Avenue to the intersection thereof with the Northerly right-of-way line of the Florida East Coast Railway; thence in a Northwesterly direction along the Northerly right-of-way line of the Florida East Coast Railway to the intersection thereof with the center line of N. W. 22nd Avenue; thence North along the center line of N. W. 22nd Avenue to the intersection thereof with the center line of N. W. 75th Street; thence East along the center line of N. W. 75th Street to the intersection thereof with the center line of N. W. 21st Avenue and the point of beginning of the perimeter description.

And also together with that portion of the streets, avenues and court encompassed by the following perimeter description:

Begin at the intersection of the center line of N. W. 75th Street with the center line of N. W. 23rd Avenue; thence South along the center line of N. W. 23rd Avenue to the intersection thereof with the Northerly right-of-way line of the Florida East Coast Railway; thence in a Northwesterly direction along the Northerly right-of-way line of the Florida East Coast Railway to the intersection thereof with the center line of N. W. 24th Avenue; thence North along the center line of N. W. 24th Avenue to the intersection thereof with the center line of N. W. 75th Street; thence East along the center line of N. W. 75th Street to the intersection thereof with the center line of N. W. 23rd Avenue and the point of beginning of the perimeter description, as shown by the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida; and plat of Addition to Para Villa Heights as recorded in plat book 3 at page 115 of the Public Records of Dade County, Florida; and plat of Para Villa Heights as recorded in plat book [illegible] at page 152 of the Public Records of Dade County, Florida.

And also together with that portion of the streets, avenues and courts as shown by the plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida, and plat of Addition to Para Villa Heights as recorded in plat book 4 at page 31 of the Public Records of Dade County, Florida, at plat of Para Villa Heights Addition as recorded in plat book 4 at page 152 of the Public Records of Dade County, Florida, encompassed by the following perimeter description:

Begin at the intersection of the prolongation East of the South line of the North ½ of Block 39 as shown by the plat of Para Villa Heights recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida and the center line of N. W. 22nd Avenue, which point is the S. E. corner of the S. W. ¼ of Section 10 Township 53 South, Range 41 East, thence North along the center line of N. W. 22nd Avenue to the intersection thereof with the prolongation East of the North line on Block 39 as shown by plat of Para Villa Heights as recorded in plat book 3 at page 106 of the Public Records of Dade County, Florida; thence West along the prolongation East and along the North line of Block 39 for a distance of 115 feet; thence North along a line parallel with and 115 feet West of the center line of N. W. 22nd Avenue for a distance of 125 feet to a point 75 feet North of the South line

of Block 40 of said Para Villa Heights; thence East along a line parallel with and 75 feet North of the South line and the prolongation East thereof of Block 40 of said Para Villa Heights to the intersection thereof with the center line of N. W. 22nd Avenue; thence North along the center line of N. W. 22nd Avenue to the intersection thereof with the Southerly right-of-way line of the Florida East Coast Railway; thence in a Northwesterly direction along the Southerly right-of-way line of the Florida East Coast Railway to the intersection thereof with the West line of N. W. 22nd Court and a point on the East boundary of Block 50 of said Para Villa Heights; thence South along the East boundary of Block 50 of said Para Villa Heights; to the South line of the North ½ of Block 50 of said Para Villa Heights; thence West along the South line of the North ½ of Block 50 of said Para Villa Heights for a distance of 100 feet to a point; thence North parallel with and 100 feet West of the East boundary of Block 50 of said Para Villa Heights to the intersection thereof with the Southerly right-of-way line of the Florida East Coast Railway; thence Northwesterly along the Southerly right-of-way line of the Florida East Coast Railway for a distance of 6.13 feet to a point; thence South along a line parallel with and 200 feet East of the West boundary line of Block 50 of said Para Villa Heights to a point on the South line of the North ½ of the said Block 50 of Para Villa Heights; thence West along the South line of the North ½ of Block 50 of said Para Villa Heights for a distance of 200 feet to a point on the West boundary of Block 50 of said Para Villa Heights; thence North along the West boundary of Block 50 of said Para Villa Heights to the intersection thereof with the Southerly right-of-way line of the Florida East Coast Railway; thence continue in a Northwesterly direction along the Southerly right-of-way line of the Florida East Coast Railway to the intersection thereof with the center line of N. W. 23rd Court; thence South along the prolongation South of the center line of N. W. 23rd Court to the South line of the S. W. ¼ of Section 10, Township 53 South, Range 41 East and the S. W. corner of Tract 3 of Villa Subdivision as shown by the plat thereof recorded in Plat Book 10 at page 8 of the Public Records of Dade County, Florida; thence East along the South line of the S. W. ¼ of the said Section 10 to the S. W. corner of the S. W. ¼ of said Section 10 and the point of beginning of the perimeter description.

PHA-2190
July 1951

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project property, TO WIT:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2), with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created: Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA arising under the Annual Contributions Contract has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolutions of the Local Authority authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 19th day of August, 1955

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By [signature]
Chairman

(SEAL)
ATTEST:
[signature]
Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, that on the 19th day of August, 1955, personally appeared Peter McCabe and J. T. Knight, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and affixed thereto the official seal of the Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of the Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida, this 19th day of August, 1955.

Catherine N. Morris
Notary Public

(SEAL)

My commission expires:

Notary Public, State of Florida at large
My commission expires May 28, 1955
Bonded by American Surety Co. of N. Y.

State of Florida, County of Dade.
This instrument was filed for record the 19 day of Aug 1955 at 2:50 P M. and duly recorded in Deed Book 4140 on Page 286 File No. EE 130275

E. B. LEATHERMAN
Clerk Circuit Court
By H. Dougan D.C.

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of June 16, 1959 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the _____, County of Dade, State of Florida which will provide approximately 108 dwellings; and which low-rent housing will be known as Project No. Fla-5-6; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the County of Dade, State of Florida, _____, TO WIT:

Project No. Fla-5-6

75

Blocks 2, 3, and 4 of Public Housing Project Fla-5-6 according to the plat thereof recorded in Plat Book 65 at Page 9 of the public records of Dade County, Florida, containing 12.264 acres, more or less.

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, _____ (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the _____ of _____, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of _____, 195__ (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the _____ of _____, County of _____, _____ of _____ which will provide approximately _____ dwellings; and which low-rent housing will be known as /Project No. _____/ /Project No. _____ with approximately _____ dwellings, Project No. _____ with approximately _____ dwellings, and Project No. _____ with approximately _____ dwellings/; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the _____ of _____, _____ of _____, _____ of _____, TO WIT:

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2) with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds", "Refunding Bonds", and "Permanent Notes", as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this day of , 19__.

(SEAL)

ATTEST:

Secretary

By

Chairman

77

STATE OF FLORIDA

COUNTY OF DADE

I, HEREBY CERTIFY, that on the 8th day of September, 19 60, personally appeared J. Mark Stanley, Jr. and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 8th day of September 19 60.

Agnes L. Lusk
Notary Public

(SEAL)

My Commission expires:

Notary Public, State of Florida at large
My commission expires Feb. 18, 1961.
Bonded by American Surety Co. of N. Y.

CERTIFICATE OF RECORDING OFFICER

RE: RECORDING DATA

COUNTY OF DADE:

STATE OF FLORIDA:

I, JAMES E. ERBNER, JR., EXECUTIVE ASSISTANT of THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, hereby certify that the Declaration of Trust covering lands on which Project Fla. 5-6 has been or will be built, wherein the Authority binds itself to hold in trust for certain entities certain described real property, was filed by me in the Recording Department of the Office of the Circuit Court Clerk (Registrar of Deeds) in and for Dade County, Florida, on September 13, 1960, and that the said Declaration of Trust has been spread upon the Public Records of Dade County, Florida, and recorded in Official Records Book 2252, Page 545 thereof, and that said instrument likewise bears Clerk's File No. 60R164529

And further Affiant saith not.

Dated at Miami, Florida,
this 20th day of September,
A. D. 1960.

JAMES E. ERBNER, JR. (L.S.)

SWORN TO AND SUBSCRIBED before me this 20th day of September, A. D. 1960 at Dade County, Florida.

Notary Public, State of Florida at large
My commission expires Feb. 18, 1961.
Bonded by American Surety Co. of N. Y.

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-at Law in the State of Florida, certifies that I have examined the Declaration of Trust executed by THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, dated September 8, 1960, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Clerk of the Circuit Court in and for Dade County, Florida in Official Records Book, Number 2252, Page Number 545.

Dated at Miami, Dade County, Florida on this the 20th day of September 1960.

Wallace N. Maer

WALLACE N. MAER
Attorney
607 Biscayne Building
Miami 32, Florida

5.8
5.10

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of June 16, 1959 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the _____ of ~~xx~~ _____, County of Dade, State of Florida which will provide approximately 396 dwellings; and which low-rent housing will be known as /Project~~s~~ No~~s~~. Fla-5-8, 10/ /Project No. Fla-5-8 with approximately 64 dwellings, and Project No. Fla-5-10 with approximately 332 dwellings/; ~~and Project No. with approximately dwellings/~~ and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the County of Dade, State of Florida, _____ of ~~xx~~ _____,
TO WIT:

Project~~s~~ No~~s~~. Fla-5-8, 5-10

PROJECT FLA-5-8

The West one-half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), less the West 25 feet, and less the South 35 feet thereof, of Section 27, Township 53 South, Range 41 East, lying and being in Dade County, Florida, and more particularly described by metes and bounds as follows:

Commence at the SW corner of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 27, Township 53 South, Range 41 East, Dade County, Florida; thence run South 89 degrees 21 minutes 59 seconds East along the South line of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of said Section 27 for a distance of 25 feet to a point; thence run North 0 degrees 22 minutes 31 seconds East along a line parallel to and 25 feet East of the West line of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of said Section 27 for a distance of 35 feet to the point of beginning of the tract of land herein described; thence continue North 0 degrees 22 minutes 31 seconds East along a line parallel to and 25 feet East of the West line of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of said Section 27 for a distance of 638.72 feet to a point; thence run South 89 degrees 17 minutes 22 seconds East along the North line of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of said Section 27 for a distance of 311.77 feet to a point; thence run South 0 degrees 21 minutes 08 seconds West along the East line of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of said Section 27, for a distance of 638.31 feet to a point 35 feet North of the South line of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of said Section 27; thence run North 89 degrees 21 minutes 59 seconds West along a line parallel to and 35 feet North of the South line of the West 1/2 of the SW 1/4 of the SE 1/4 of the NE 1/4 of said Section 27 for a distance of 312.03 feet to the point of beginning of the tract of land herein described.

PROJECT FLA-5-10

Tracts 3, 4, 5, 6, and 7 of Larchmont Gardens, according to the Plat thereof, recorded in Plat Book 46, at Page 80 of the Public Records of Dade County, Florida.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2) with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to oestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds", "Refunding Bonds", and "Permanent Notes", as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 22nd day of June, 1960.

(SEAL)

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By _____
Chairman

ATTEST:

_____
Secretary

STATE OF FLORIDA

COUNTY OF DADE

I, HEREBY CERTIFY, that on the 22nd day of June, 19 60, personally appeared J. Mark Stanley, Jr. and Valer Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida, this 22nd day of June 19 60.

Agnes L. Rusk
Notary Public

(SEAL)

My Commission expires:

Notary Public, State of Florida
My commission expires Feb. [illegible]
Bonded by American Surety Co. of N. Y.

PHA 272d
Rev. 12-1-49

CERTIFICATE

I, Haley Sofge, the duly appointed, qualified and acting Secretary of The Housing Authority of the City of Miami, Florida, do hereby certify that the attached extract from the minutes of the regular meeting of the Commissioners of said Authority, held on June 9, 1960, is a true and correct copy of the original minutes of said meeting on file and of record in so far as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of the Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Authority this 22nd day of June, 1960.

Haley Sofge
Secretary

(SEAL)

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-at-Law in the State of Florida, certifies that I have examined the Declaration of Trust executed by The Housing Authority of the City of Miami, Florida, dated June 22 - 1960, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Clerk of the Circuit Court in & for Dade County, Fla. OFF Rec. in Deed Book, Number 2125, Page Number 381.

Dated at Miami, Dade Co. Fla on this the 28th day of June 1960.

Wallace N Mac
Attorney

CERTIFICATE OF RECORDING OFFICER

RE: RECORDING DATA

COUNTY OF DADE:

STATE OF FLORIDA:

I, JAMES E. KERNER, JR., EXECUTIVE ASSISTANT of THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, hereby certify that the Declaration of Trust covering lands on which Projects Fla. 5-8 and 5-10 have been or will be built, wherein the Authority binds itself to hold in trust for certain entities certain described real property, was filed by me in the Recording Department of the Office of the Circuit Court Clerk (Registrar of Deeds) in and for Dade County, Florida, on June 21, 1960, and that the said Declaration of Trust has been spread upon the Public Records of Dade County, Florida, and recorded in Official Records Book No. 2125, Page 381 thereof, and that said instrument likewise bears Clerk's File No. 60-117249.

And further Affiant saith not.

Dated at Miami, Florida,
this 28th day of June,
A. D. 1960.

(L.S.)
JAMES E. KERNER, JR.

SWORN TO AND SUBSCRIBED before me this 28th day of June, A. D. 1960, at Dade County, Florida.

Agnes L. Lunde

Notary Public, State of Florida at large
My commission expires Feb. 18, 1961.
Bonded by American Surety Co. of N. Y.

PHA-2190
July 1951

5.8
5.12
5.13

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of June 16, 1939 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami and/or the ~~x~~ County of Dade, State of Florida which will provide approximately 3485 dwellings; and ~~which~~ low-rent housing ~~will be known~~ includes, among other Projects, certain as /Project No. Fla.5-8,12/13 known /Project No. Fla.5-8 with approximately 64 dwellings, Project No. Fla. 5-12 with approximately 288 dwellings, and Project No. Fla. 5-13 with approximately 329 dwellings/; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the

_____ of _____, County

of Dade, State of Florida,
TO WIT:

Project No. xxxxxxxxxxxxxxx

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2) with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 11th day of October, 1962.

(SEAL)

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

ATTEST:

By _____
Chairman

_____
Secretary

ATTORNEY's CERTIFICATE

The undersigned, a duly licensed Attorney-at-law in the State of Florida, certifies that I have examined the Declaration of Trust executed by The Housing Authority of the City of Miami, Florida, dated October 11, 1962, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Clerk of the Circuit Court, Eleventh Judicial Circuit, Dade County, Florida, in Official Records Book Number 3377 at Page 428 of the Public Records of Dade County, Florida, on the 23 day of October, 1962.

Dated at Miami, Florida, on this the 29 day of October, 1962.

Wallace N. Maer, Attorney

WALLACE N. MAER, Attorney

CERTIFICATE OF RECORDING OFFICER

RE: RECORDING DATA

COUNTY OF DADE:
: SS.
STATE OF FLORIDA:

I, FRANCES THOMAS,

Director of Accounting of THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, hereby certify that the Declaration of Trust covering lands on which Projects Fla. 5-8, 5-12 and 5-13 have been or will be built, wherein the Authority binds itself to hold in trust for certain entities certain described real property, was filed by me in the Recording Department of the Office of the Circuit Court Clerk (Registrar of Deeds) in and for Dade County, Florida, on October 23, 1962, and that the said Declaration of Trust has been spread upon the Public Records of Dade County, Florida, and recorded in Official Records Book No. 3377 at Page 428 thereof, and that said instrument likewise bears Clerk's File No. 62R 176359.

Further Affiant saith not.

Dated at Miami, Florida
this 31st day of October,
1962. Frances Thomas

SWORN TO AND SUBSCRIBED before me this 31 day of October, 1962 at Dade County, Florida.

Notary Public, State of Florida
My commission expires: Notary Public, State of Florida at Large My Commission Expires Feb. 28, 1965

PHA-2190
July 1951

5-11

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of June 16, 1959 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in ~~xxx~~ and near the City of Miami, County of Dade, State of Florida which will provide approximately 2,868 dwellings; and which low-rent housing will be known as /Project No. Fla-5-1 thru 11 and consisting in part of /Project No. Fla-5-9 with approximately 66 dwellings, ~~Project No. [illegible] with approximately [illegible] dwellings~~ and Project No. Fla-5-11 with approximately 55 dwellings/; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the ~~City~~ of ~~Miami~~, County of Dade, State of Florida, TO WIT:

PROJECT FLA-5-9

PARCEL #1

Tract 2 of 62nd Street Manor revised according to the Plat thereof, recorded in Plat Book 35 at Page 10 of the Public Records of Dade County, Florida,

FORMERLY KNOWN AS:

Lots 1 thru 14 inclusive in Block 2, 62nd Street Manor, according to the Plat thereof, recorded in Plat Book 24, Page 11 of the Public Records of Dade County, Florida.

PARCEL #2

The NE¼ of the SE¼ of the SW¼ of the NW¼ of Section 15, Township 53, South, Range 41 East, lying and being in Dade County, Florida.

PROJECT FLA-5-11

N½ of N½ of E½ of W½ of NE¼ of SE¼ less the North 35 feet thereof, of Section 27, Township 53 South, Range 41 East, lying and being in Dade County, Florida, also described as NE¼ of NW¼ of NE¼ of SE¼ less the North 35 feet thereof for streets, of Section 27, Township 53 South, Range 41 East, lying and being in Dade County, Florida.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2) with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds", "Refunding Bonds", and "Permanent Notes", as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 13th day of October, 19 60

(SEAL)

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By _____
Chairman

ATTEST:

_____
Secretary

STATE OF FLORIDA

COUNTY OF DADE

I, HEREBY CERTIFY, that on the 13th day of October, 19 60, personally appeared J. Mark Stanley, Jr. and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Fla. this 13th day of October 19 60.

Agnes L. Rivkind
Notary Public

(SEAL)

My Commission expires:

Notary Public, State of Florida at Large
My commission expires Feb. 18, 1961.
Bonded by American Surety Co. of N. Y.

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-at-law in the State of Florida, certifies that I have examined the Declaration of Trust executed by THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, dated October 13, 1960, 1960, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Clerk of the Circuit Court in and for Dade County, Florida in Official Records Book Number 2005, Page Number 213.

Dated at Miami, Dade County, Florida,
on this the 21 day of October, 1960.

Wallace N. Maer

WALLACE N. MAER, Attorney
607 Biscayne Building
Miami 32, Florida

CERTIFICATE OF RECORDING OFFICER

COUNTY OF DADE:

STATE OF FLORIDA:

I, JAMES E. KEMMER, JR., EXECUTIVE ASSISTANT of THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, Hereby certify that the Declaration of Trust covering lands on which Projects Fla. 5-9 and 5-11 will be built, wherein the Authority binds itself to hold in trust for certain entities certain described real property, was filed by me in the Recording Department of the Office of the Circuit Court Clerk (Registrar of Deeds) in and for Dade County, Florida, on October 18, 1960, and that the said Declaration of Trust has been spread upon the Public Records of Dade County, Florida, and recorded in Official Records Book No. 2305, Page 213, thereof, and that said instrument likewise bears Clerk's File No. 60R 184195.

And further Affiant saith not.

(L.S.)
JAMES E. KEMMER, JR.

Dated at Miami, Florida,
this 24th day of October,
A. D. 1960.

SWORN TO AND SUBSCRIBED before me this 24th day of October,
A. D. 1960 at Dade County, Florida.

Agnes L. Lucke

Notary Public, State of Florida at large
My commission expires Feb. 18, 1961.
Bonded by American Surety Co. of N. Y.

PHA 272d
Rev. 12-1-49

CERTIFICATE

I, Haley Sofge, the duly appointed, qualified and acting Secretary of The Housing Authority of the City of Miami, Florida, do hereby certify that the attached extract from the minutes of the regular meeting of the Commissioners of said Authority, held on October 13, 1960., is a true and correct copy of the original minutes of said meeting on file and of record in so far as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of the Resolution adopted at said meeting and on file and of record.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Authority this 13th day of October, 1960.

Haley Sofge
Secretary

(SEAL)

HHFA-PHA, Wash. D.C.

PHA-2190
July 1951

5-12

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 19 63 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project(s); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing and related facilities in the City of Miami, County of Dade, State of Florida, which is a Community Facilities, Management, and Maintenance Building on and as a part of Project No. Fla-5-12 among ~~[illegible]~~; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

Part of Project No. Fla-5-12

STATE OF FLORIDA

COUNTY OF DADE

I, HEREBY CERTIFY, that on the 16th day of October, 1963, personally appeared Martin Fine and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 16th day of October 1963.

Elmer K. Lucke
Notary Public

(SEAL)

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1965

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2) with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereoy created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this day of , 1963.

(SEAL)

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

ATTEST:

By _____
Chairman

_____
Secretary

101

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 19 63 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 245 dwellings; and which low-rent housing will be known as Project No. Fla-5-14 ~~/Project No. _____ with approximately _____ dwellings, Project No. _____ with approximately _____ dwellings, and Project No. _____ with approximately _____ dwellings/~~; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida TO WIT:

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 17th day of August, 1965.

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By _____
Vice Chairman

(SEAL)

ATTEST:

_____
Secretary

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 17th day of August, 1965.

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By _____
Vice-Chairman

(SEAL)

ATTEST:

_____
Secretary

Lots 1, 2, 10, 11 and 12 all in Block 5, OLINDA VILLAS, according to the Plat thereof as recorded in Plat Book 5 at Page 95 of the Public Records of Dade County, Florida,

AND

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 53 South, Range 41 East, Dade County, Florida, less the South 105.46 feet and the North 35 feet thereof.

Lots 12, 13 and the West 109.55 feet of Lot 14, Block 8, OLINDA VILLAS, according to the Plat thereof as recorded in Plat Book 5 at Page 95 of the Public Records of Dade County, Florida, less the South 25 feet of said Lot 14.

Lots 22, 23, 24, 25, 26, 27 and 28, Block 2, SUNNY SLOPE PARK, according to the Plat thereof as recorded in Plat Book 15 at Page 11 of the Public Records of Dade County, Florida.

Lots 16, 17, 18, 19, 20 and 21, Block 3, SUNNY SLOPE PARK, according to the Plat thereof as recorded in Plat Book 15 at Page 11 of the Public Records of Dade County, Florida.

Lots 12, 13, 14, 15 and 16, FRANCIS PARK, according to the Plat thereof as recorded in Plat Book 22 at Page 62 of the Public Records of Dade County, Florida.

Lots 20 and 21, FRANCIS PARK, according to the Plat thereof recorded in Plat Book 22 at Page 62 of the Public Records of Dade County, Florida.

Lots 23, 24, 25, 26, 27 and 28, Block 3, SUNNY SLOPE PARK, according to the Plat thereof recorded in Plat Book 15 at Page 11 of the Public Records of Dade County, Florida.

The South 100.00 feet of Lot 10 and the East 73.39 feet of the South 1/2 of Lot 9, CAMERON'S LITTLE FARMS, according to the Plat thereof recorded in Plat Book 35 at Page 54 of the Public Records of Dade County, Florida, all less the South 25 feet thereof previously dedicated for road right-of-way.

The East 399.00 feet of the West 532.00 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 53 South, Range 41 East, Dade County, Florida, less the South 25.00 feet thereof.

AND

The South 150.00 feet of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 53 South, Range 41 East, Dade County, Florida, less the West 532.00 feet, the East 75.00 feet and the South 25.00 feet thereof.

Commence at the Northwest Corner of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 53 South, Range 41 East, Dade County, Florida; thence run N 89°49'48"E, along the North line of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 22, for a distance of 25.00 feet to a point; thence run South 0° 06'30"E along a line which is 25.00 feet East of and parallel with the West line of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 22, for a distance of 25.00 feet to the Point of beginning of a parcel of land hereinafter to be described; thence continue South 0°06'30" East along the last described line for a distance of 282.00 feet to a point; thence run North 89°49'48"E for a distance of 133.93 feet to a point; thence run North 0°06'30"W for a distance of 56.50 feet to a point; thence run North 89°49'48"E for a distance of 3.07 feet to a point; thence run North 0°06'30"W for a distance of 120.00 feet to a point; thence run South 89°49'48"W for a distance of 4.78 feet to a point; thence run North 0°09'45"W for a distance of 105.50 feet to a point of intersection with the South line of the North 25.00 feet of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 22; thence run South 89°49'48"W along the last described line, for a distance of 132.12 feet to the point of Beginning.

The South 208.711 feet of the West 208.711 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 53 South, Range 41 East, Dade County, Florida, less the South 25.00 feet and the West 25.00 feet thereof.

The North 1/2 of Lot 3, THE WILSON ESTATE, according to the Plat thereof recorded in Plat Book 39 at Page 3 of the Public Records of Dade County, Florida,

AND

The North 396.00 feet of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 53 South, Range 41 East, Dade County, Florida, less the South 250.00 feet and the North 25.00 feet thereof.

The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 53 South, Range 41 East, Dade County, Florida, LESS the West 25.00 feet; the South 25.00 feet, and the North 25.00 feet of the East 25.00 feet thereof.

STATE OF FLORIDA

COUNTY OF DADE

I, hereby certify, that on the 17th day of August, 1965, personally appeared Henry H. Arrington and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Vice Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of ~~The Housing Authority of the City of Miami, Florida~~, and that the said instrument is the act and deed of ~~The Housing Authority of the City of Miami, Florida~~.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 17th day of August, 1965.

Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-At-Law in the State of Florida, certifies that I have examined the Declaration of Trust executed by the HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, dated August 17, 1965, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Circuit Court Clerk in Official Records Book 4721 at page 352 of the Public Records of Dade County, Florida.

Dated at Miami, Dade County, Florida, on this the 26 day of August, 1965.

WALLACE N. MAER, Attorney

CERTIFICATE OF RECORDING OFFICER

COUNTY OF DADE:

STATE OF FLORIDA:

I, HALEY SOFGE, Executive Director of The Housing Authority of the City of Miami, Florida, hereby certify that the Declaration of Trust covering lands on which Project Fla. 5-14 will be built, wherein the Authority binds itself to hold in trust for certain entities certain described real property, was filed by me in the Recording Department of the Office of the Circuit Court Clerk (Registrar of Deeds) in and for Dade County, Florida, on August 19, 1965, and that the said Declaration of Trust has been spread upon the Public Records of Dade County, Florida, and recorded in Official Records Book No. 4721, Page 352, thereof, and that said instrument likewise bears Clerk's file No. 65R 129763.

And further Affiant saith not.

Haley Sofge

Dated at Miami, Florida

this 30th day of August

A. D. 1965.

SWORN TO AND SUBSCRIBED before me this 30th day of August, A. D. 1965 at Dade County, Florida.

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

STATE OF FLORIDA

COUNTY OF DADE

I, hereby certify, that on the 17th day of August, 1965, personally appeared Henry H. Arrington and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Vice Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 17th day of August, 1965.

Agnes L. Rice
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

PHA-272d
Rev. 12-1-49

CERTIFICATE

I, Haley Sofge, the duly appointed, qualified and acting Secretary of The Housing Authority of the City of Miami, Florida, do hereby certify that the attached extract from the minutes of the regular meeting of the Commissioners of said Authority, held on August 12th, 1965, is a true and correct copy of the original minutes of said meeting on file and of record in so far as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of the Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Authority this 17th day of August, 1965.

Secretary

(SEAL)

111

P 1 385-301

5-15

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 19 63 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project(s); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 144 dwellings; and which low-rent housing will be known as ~~(~~Project No. Fla-5-15 ~~)~~

~~(Project No. with approximately dwellings, Project No. with approximately dwellings, and Project No. with approximately dwellings)~~; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 24 day of March, 1965.

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By _____
Vice Chairman

(SEAL)

ATTEST:

_____
Secretary

113

STATE OF FLORIDA

COUNTY OF DADE

I, hereby certify, that on the 24th day of March, 1965, personally appeared HENRY H. ARRINGTON and HALEY SOFGE, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Vice Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 24 day of March, 1965.

Emma Pauly
Notary Public, State of Florida

(SEAL)

My Commission Expires: 12/6/66

PHA-272d
Rev. 12-1-49

CERTIFICATE

I, Haley Sofge, the duly appointed, qualified and acting Secretary of The Housing Authority of the City of Miami, Florida, do hereby certify that the attached extract from the minutes of the special meeting of the Commissioners of said Authority, held on March 24, 1965, is a true and correct copy of the original minutes of said meeting on file and of record in so far as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of the Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Authority this 24th day of March, 1965.

Secretary

(SEAL)

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-At-Law in the State of Florida, certifies that I have examined the Declaration of Trust executed by the HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, dated March 24, 1965, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Circuit Court Clerk, Dade County, Florida, in Official Records Book 4525 at Page 292 of the Public Records of Dade County, Florida.

Dated at Miami, Florida, on this the 1st day of April, 1965.

Wallace N. Maer

WALLACE N. MAER, Attorney
405 Biscayne Building
Miami, Florida 33130

PHA-2190
July 1951

Recorded 1-12-66 in Official Records Book 5116 4897 at page 350 of Public Records of Dade County, Fla.

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 19 63 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 210 dwellings; and which low-rent housing will be known as /Project No. Fla-5-16 ~~/Project No. _____ with approximately _____ dwellings, Project No. _____ with approximately _____ dwellings, and Project No. _____ with approximately _____ dwellings~~; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, Florida

PHA-2190
July 1951

Recorded 1-12-66 in Official Records Book 4897 at page 350 of Public Records of Dade County, Fla

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 19 63 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 210 dwellings; and which low-rent housing will be known as /Project No. Fla-5-16 ~~/Project No. _____ with approximately _____ dwellings, Project No. _____ with approximately _____ dwellings, and Project No. _____ with approximately _____ dwellings~~/; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

Project No. Fla-5-16

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 19 63 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 210 dwellings; and which low-rent housing will be known as /Project No. Fla-5-16 /

~~[Project No. ____ with approximately ____ dwellings,~~

~~Project No. ____ with approximately ____ dwellings,~~

~~and Project No. ____ with approximately ____ dwellings];~~

and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida,
TO WIT:

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 6th day of January, 1965.

The Housing Authority of the City of Miami, Florida

By _____
Chairman

(SEAL)

ATTEST:

_____
Secretary

120

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 6th day of January, 1965.

The Housing Authority of the City of Miami, Florida

By Martin Fine
Chairman

(SEAL)

ATTEST:

Secretary

121

SITE 1

Lots, 8, 9, and 10, Block 1, as shown on the plat of "62nd STREET MANOR", as recorded in Plat Book 24 at Page 11 of the Public Records of Dade County, Florida,

AND:

Tract 1-A, as shown on the "REVISED PLAT OF 62nd STREET MANOR", as recorded in Plat Book 35 at Page 10 of the Public Records of Dade County, Florida,

AND:

The Southeast ¼ of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 53 South, Range 41 East, LESS: the South 165 feet and the East 25 feet thereof,

AND:

The following described portion of N. W. 24th Court:

Begin at the Southeast corner of Lot 8, Block 1, as shown on said plat of "62nd STREET MANOR"; thence run Northerly along the East line of said Lot 8 for 105.5 feet, more or less, to a point of curvature; thence run Northwesterly, along an arc of a circular curve to the left having a radius of 25 feet to a point of tangency, said point of tangency lying in the North line of said Lot 8, thence run Easterly along the extension of the North line of said Lot 8 for 50.00 feet, more or less, to a point in the East line of the West ½ of the Southwest ¼ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 53 South, Range 41 East; thence run Southerly, along the last described line for 130.5 feet, more or less; thence run Westerly, along the Easterly production of the South line of the aforementioned Lot 8 for 25.00 feet to the Point of Beginning, and containing 2.0700 acres.

SITE 2

All of Lots 14 thru 23, both inclusive, Block 1, as shown on the plat of "RESUBDIVISION OF ORANGE RIDGE PARK", as recorded in Plat Book 12 at Page 18 of the Public Records of Dade County, Florida, and containing 1.5761 acres.

SITE 6

All of Lots 1 thru 4, both inclusive, Block 2, as shown on the plat of "RIDGE CREST", as recorded in Plat Book 11 at Page 44 of the Public Records of Dade County, Florida and containing 0.5877 acres.

SITE 7

Blocks 1 thru 4, inclusive, as shown on the plat of "WASHINGTON HEIGHTS", as recorded in Plat Book 29 at Page 18 of the Public Records of Dade County, Florida,

AND:

The North 225 feet of the South 250 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼ of Section 15, Township 53 South, Range 41 East, Dade County, Florida,

AND:

All that part of N. W. 19th Avenue, according to the plat of "WASHINGTON HEIGHTS", as recorded in Plat Book 29 at Page 18 of the Public Records of Dade County, Florida, which lies North of the North line of the South 250 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼ of Section 15, Township 53 South, Range 41 East, Dade County, Florida; and which lies South of the South line of the North 35 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼ of said Section 15,

AND:

All that part of N. W. 19th Court, according to the plat of "WASHINGTON HEIGHTS", as recorded in Plat Book 29 at Page 18 of the Public Records of Dade County,

SITE 42:

Lots 1 thru 6 inclusive, Block 2 and Lots 1 thru 3 inclusive, Block 1, as shown on that "AMENDED PLAT OF ELIZABETH PARK", as recorded in Plat Book 4 at Page 195 of the Public Records of Dade County, Florida,

AND:

That certain un-named road according to the plat of "AMENDED PLAT OF ELIZABETH PARK", as recorded in Plat Book 4 at Page 195 of the Public Records of Dade County, Florida, which lies East of Block 1 and West of Block 2 of said plat of "AMENDED PLAT OF ELIZABETH PARK", and which lies South of the Easterly projection of the North line of said Block 1 and North of the North line of the Southwest ¼ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 53 South, Range 41 East, Dade County, Florida, and containing a total of 1.5115 acres.

Total acreage all sites 15.5553 acres.

Florida, which lies North of the North line of the South 250 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼ of Section 15, Township 53 South, Range 41 East, Dade County, Florida; and which lies South of the South line of the North 35 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼ of said Section 15,

AND:

All that part of N. W. 61st Street, according to the plat of "WASHINGTON HEIGHTS", as recorded in Plat Book 29 at Page 18 of the Public Records of Dade County, Florida, which lies West of the West line of the East 25 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼ of Section 15, Township 53 South, Range 41 East, Dade County, Florida; and which lies East of the East line of the West 25 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼ of said Section 15, and containing a total of 3.7835 acres.

SITE 8

Lots 1 thru 18 inclusive, Block 5, as shown on the plat of "NORMANDY PARK", as recorded in Plat Book 25 at Page 15 of the Public Records of Dade County, Florida,

AND:

That certain 14 foot alley, which lies West of the West line of Lot 14, Block 5, "NORMANDY PARK", according to the plat thereof, as recorded in Plat Book 25 at Page 15 of the Public Records of Dade County, Florida and which lies East of the East line of Lots 15, 16, 17 and 18, Block 5 of said plat of "NORMANDY PARK", and which lies North of the Westerly extension of the South line of said Lot 14, and which lies South of the Westerly projection of the North line of said Lot 14, and containing 1.7568 acres.

SITE 9

All of Lots 7 thru 12 inclusive, Block 4, as shown on the plat of "NORMANDY PARK", as recorded in Plat Book 25 at Page 15 of the Public Records of Dade County, Florida, and containing 0.6884 acres.

SITE 35

All of Lots 5 and 6, Block 11, as shown on the "AMENDED PLAT OF ELIZABETH PARK", as recorded in Plat Book 4 at Page 195 of the Public Records of Dade County, Florida, and containing 0.3365 acres.

SITE 36

All of Lots 1, 2, 3, 10, 11, and 12, Block 12, as shown on the "AMENDED PLAT OF ELIZABETH PARK", as recorded in Plat Book 4 at Page 195 of the Public Records of Dade County, Florida, lying and being in Dade County, Florida, excepting therefrom the West 7 feet of said Lot 3, and containing 0.9869 acres.

SITE 37

All of Lots 10, 11, and 12, Block 5, as shown on the plat of "AMENDED PLAT OF ELIZABETH PARK", as recorded in Plat Book 4 at Page 195 of the Public Records of Dade County, Florida, and containing 0.5046 acres.

SITE 38

All of Lots 5 and 6, Block 6, as shown on the plat of "AMENDED PLAT OF ELIZABETH PARK", as recorded in Plat Book 4 at Page 195 of the Public Records of Dade County, Florida, containing 0.3363 acres.

SITE 39

Lots 1 thru 3, inclusive, Block 7, as shown on the "AMENDED PLAT OF ELIZABETH PARK", as recorded in Plat Book 4 at Page 195 of the Public Records of Dade County, Florida,

AND:

Lots 1 thru 5, inclusive, Block 1, as shown on the plat of "GARDNER PARK", as recorded in Plat Book 41 at Page 17 of the Public Records of Dade County, Florida, and containing 1.4140 acres.

STATE OF FLORIDA

COUNTY OF DADE

I, hereby certify, that on the 6th day of January, 19 ~~65~~ 66, personally appeared Martin Fine and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 6th day of January, 19 ~~65~~ 66.

Agnes L. Lusk
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

STATE OF FLORIDA

COUNTY OF DADE

I, hereby certify, that on the 6th day of January, 19~~65~~ 66, personally appeared Martin Fine, Chairman and Haley Sofge, Secretary, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 6th day of January, 19~~65~~ 66.

Agnes L. Fuck
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-at-Law in the State of Florida, certifies that I have examined the Declaration of Trust executed by HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, dated January 6, 1966, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Circuit Court Clerk, Dade County, Florida, in Official Records Book Number 4997, at Page Number 350, on the 12th day of January, 1966.

Dated at Miami, Dade County, Florida, on this the 19 day of January, 1966.

/s/ Wallace N. Maer

WALLACE N. MAER, Attorney

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the *Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 1963 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 98 dwellings; and which low-rent housing will be known as [Project No. Fla-5-17]

~~[Project No. with approximately dwellings,~~

~~Project No. with approximately dwellings,~~

~~and Project No. with approximately dwellings]~~; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida,

TO WIT:

Project No. Fla-5-17

*DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 10th day of March, 1966.

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By Henry H. Arrington
Vice- Chairman

(SEAL)

ATTEST:

Haley Sofge
Secretary

129

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 10th day of March, 19__.

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By _____
Vice Chairman

(SEAL)

ATTEST:

_____
Secretary

130

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-at-Law in the State of Florida, certifies that I have examined the Declaration of Trust executed by The Housing Authority of the City of Miami, Florida dated March 10, 1966, declaring, creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Clerk of the Circuit Court in and for Dade County, Florida, in O. R. Book, Number 4971, at Page Number 714.

Dated at Miami, Florida, on this the 17th day of March, 1966.

/s/ Wallace N. Maer

Wallace N. Maer, Attorney

CERTIFICATE OF RECORDING OFFICER

COUNTY OF DADE:

STATE OF FLORIDA:

I, Haley Sofge, Executive Director of The Housing Authority of the City of Miami, Florida, hereby certify that the Declaration of Trust covering lands on which Project Fla. 5-17 will be built, wherein the Authority binds itself to hold in trust for certain entities certain described real property, was filed by me in the Recording Department of the Office of the Circuit Court Clerk (Registrar of Deeds) in and for Dade County, Florida, on March 10, 1966, and that the said Declaration of Trust has been spread upon the Public Records of Dade County, Florida, and recorded in Official Records Book No. 4971, Page 714, thereof, and that said instrument likewise bears Clerk's File No. 66R 40347.

And further Affiant saith not.

Haley Sofge

Dated at Miami, Florida

this 22nd day of March,

A. D. 1966.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 22nd day of March, A. D. 1966, at Dade County, Florida.

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

STATE OF FLORIDA

COUNTY OF DADE

I, hereby certify, that on the 10th day of March, 1966, personally appeared Henry H. Arrington and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Vice Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Florida this 10th day of March, 1966.

Agnes L. Lusk
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

Site 32: For a point of beginning, Commence at the SW corner of Lot 24, Block 1, GABEL SUBDIVISION NO. 4, according to the plat thereof as recorded in plat book 16 at page 23 of the public records of Dade County, Florida; thence run N. 0°-00'-27" E. along the West line of said Block 1, GABEL SUBDIVISION NO. 4, for a distance of 284.13 feet to the NW corner of said Block 1; thence run S. 89°-23'-50" E. along the North line of said Block 1 for a distance of 107.50 feet to the NE corner of Lot 18, Block 1, said GABEL SUBDIVISION NO. 4; thence run S.0°-00'-27"W. for a distance of 284.16 feet to the South line of said Block 1; thence run N.89°-22'-44"W. along the South line of said Block 1 for a distance of 107.50 feet to the Point of Beginning and containing 0.70123 acres.

Site 43: A portion of Section 22, Township 53 South, Range 41 East, Dade County, Florida, more particularly described as follows: Commence at a point 25 feet West of the SE corner of the NE¼ of the SW¼ of the NW¼ of said Section 22; thence run N.0°-12'-59"W. along a line 25 feet West of and parallel to the East line of the NE¼ of the SW¼ of the NW¼ of said Section 22 for a distance of 130.50 feet to the Point of Beginning of a parcel of land hereinafter described; thence continue N. 0°-12'-59"W. for a distance of 276.50 feet to a point; thence run S.89°-45'-07"W. for a distance of 141.50 feet to a point; thence run S.0° 12'-59"E. for a distance of 276.50 feet to a point; thence run N.89°-45'-07"E. for a distance of 141.50 feet to the Point of Beginning and containing 0.89819 acres.

Site 46: A parcel of land more particularly described as follows:
Commence at the SE corner of Block 1, SUNNY SLOPE PARK, according to the plat thereof as recorded in plat book 15 at page 11 of the public records of Dade County, Florida, for a Point of Beginning; thence run N.0°-25'-57"W. along the East line of Block 1 of said SUNNY SLOPE PARK, the extension thereof being the East line of Block 3, MORGAN HILL, according to the plat thereof as recorded in plat book 21 at page 4 of the public records of Dade County, Florida, for a distance of 211.54 feet to the NE corner of said Block 3, MORGAN HILL; thence run S.89°-58'-33"W. along the North line of said Block 3, MORGAN HILL, for a distance of 265.0 feet to the NW corner of Lot 8, said Block 3, MORGAN HILL; thence run S.0°-25'-57"E. along the West line of said Lot 8 for a distance of 102.99 feet to the SW corner of said Lot 8; thence run N.89°-54'-28"E. for a distance of 8.846 feet to the NW corner of Lot 3, said SUNNY SLOPE PARK; thence run S.0°-19'-28"E. along the West line of said Lot 3, SUNNY SLOPE PARK, for a distance of 109.205 feet to the South line of Block 1, said SUNNY SLOPE PARK; thence run N.89°-53'-32" E. along the South line of Block 1, said SUNNY SLOPE PARK, for a distance of 256.407 feet to the Point of Beginning and containing 1.26737 acres.

Site 47: For a Point of Beginning commence at the SE corner of Block 1, SEABOARD HEIGHTS, according to the plat thereof as recorded in plat book 18 at page 45 of the public records of Dade County, Florida; thence run N.0°-34'-00"W. along the East line of said Block 1 for a distance of 125.95 feet to the NE corner of Lot 41, said Block 1; thence run S. 89°-51'-24"W. along the South line of an existing alley, said line also being the North line of Lots 31 through 38 and Lot 41, said Block 1 for a distance of 494.36 feet to the NW corner of Lot 31, said Block 1; thence run S.0°-40'-45"E. along the West line of Lot 31, said Block 1 for a distance of 125.95 feet to the South line of said Block 1; thence run N. 89°-51'-24"E. along the South line of Block 1, said SEABOARD HEIGHTS for a distance of 494.19 feet to the Point of Beginning and containing 1.42917 acres.

Site 51: For a Point of Beginning commence at the NW corner of Lot 15, GLEN FLORA, according to the plat thereof as recorded in plat book 49 at page 41 of the public records of Dade County, Florida; thence run S.89°-56'-16"E. along the North line of said Lot 15 for a distance of 128.75 feet to the NE corner of said Lot 15; thence run S.0°-02'-22"W. along the East line of Lots 14 and 15, said GLEN FLORA for a distance of 150.0 feet to the SE corner of said Lot 14; thence run N.89°-56'-16"W. along the South line of said Lot 14 for a distance of 128.80 feet to the SW corner of said Lot 14; thence run N.0°-03'-29"E. along the West line of said Lots 14 and 15 for a distance of 150.0 feet to the Point of Beginning and containing 0.44359 acres.

PHA-2190
July 1951

Re 4462 Page 464

5+8

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 1951, as amended (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s/; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 179 dwellings; and which low-rent housing will be known as ~~/Project~~ Project No. Fla-5-18 ~~/~~ ~~[illegible]~~; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project ~~[illegible]~~ will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the ~~following described real property situated in the~~ Project located on the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, The Housing Authority of the City of Miami, Florida (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of April 10, 1953 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project(s); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 100 dwellings; and which low-rent housing will be known as ~~(Project No. Fla-5-20 xx)~~ ~~(Project No. _____ with approximately _____ dwellings,~~ ~~Project No. _____ with approximately _____ dwellings,~~ ~~and Project No. _____ with approximately _____ dwellings)~~; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (2) with the approval of the PHA, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 10th day of June, 1965.

THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA

By _____
Chairman

(SEAL)

ATTEST:

_____
Secretary

STATE OF FLORIDA

COUNTY OF DADE

I, hereby certify, that on the 10th day of June, 1965, personally appeared Martin Fine and Haley Sofge, to me well known as the persons described in and who executed the foregoing instrument, and acknowledged that they, as Chairman and Secretary of The Housing Authority of the City of Miami, Florida, executed the same for the purpose therein expressed as the free act and deed of The Housing Authority of the City of Miami, Florida, and that the said instrument is the act and deed of The Housing Authority of the City of Miami, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Fla. this 10th day of June, 1965.

Agnes K. Rucks
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

THIS PAGE INTENTIONALLY LEFT BLANK

ATTORNEY'S CERTIFICATE

I, the undersigned duly licensed Attorney-At-Law in the State of Florida, certify that I have examined the Declaration of Trust executed by the HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, dated the 10th day of June, 1965, declaring, and creating and holding in trust for the benefit of Public Housing Administration and others certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Florida and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the Office of the Circuit Court Clerk, Dade County, Florida, on June 14, 1965 in Official Records Book 4634 at Page 422 of the Public Records of Dade County, Florida.

Dated at Miami, Florida, on this the 21st day of June, 1965.

Wallace N. Maer

WALLACE N. MAER, Attorney
405 Biscayne Building
Miami, Florida 33130

140

CERTIFICATE OF RECORDING OFFICER

COUNTY OF DADE:

STATE OF FLORIDA:

I, GLADDICE L. MAYO, ADMINISTRATIVE ASSISTANT TO THE EXECUTIVE DIRECTOR of THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, hereby certify that the Declaration of Trust covering lands on which Project Fla. 5-20 will be built, wherein the Authority binds itself to hold in trust for certain entities certain described real property, was filed by me in the Recording Department of the Office of the Circuit Court Clerk (Registrar of Deeds) in and for Dade County, Florida, on June 14, 1965, and that the said Declaration of Trust has been spread upon the Public Records of Dade County, Florida, and recorded in Official Records Book No. 4634, Page 422, thereof, and that said instrument likewise bears Clerk's File No. 65R 93922.

And further Affiant saith not.

Gladdice L. Mayo

Gladdice L. Mayo

Dated at Miami, Florida

this 22nd day of June,

A. D. 1965.

SWORN TO AND SUBSCRIBED before me this 22nd day of June, A. D. 1965 at Dade County, Florida.

Agnes K. Lueck

Notary Public, State of Florida at Large
My Commission Expires March 7, 1969.

22

76R 59595
'76 MAR 18 PM 3:02
OFF REC 9266 PG 1571

5-22

DECLARATION OF TRUST

WHEREAS, Dade County, Florida (herein called the "Local Authority"), a public body corporate and politic duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the United States of America (herein called the "Government") pursuant to the United States Housing Act of 1937, as amended (42 U.S.C. 1401, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624, et seq.) entered into a certain contract dated as of November 1, 1973, (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the Government to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project(s); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the _____ of _____, County of Dade, State of Florida which will provide approximately 158 dwellings; and which low-rent housing will be known as (Project No. Fla 5-22); and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the Government on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the Government pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the Government and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance of the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the Government and said holders of the Bonds, Refunding Bonds, or Permanent Notes for the purposes hereinafter stated, the following described real property situated in the _____ of _____, County of Dade, State of Florida, TO WIT:

S-28

PHA-2196
July 1951
Rev. April 1967

DECLARATION OF TRUST

WHEREAS, DADE COUNTY, FLORIDA (herein called the "Local Authority"), a public body corporate and politic duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the United States of America (herein called the "Government") pursuant to the United States Housing Act of 1937, as amended (42 U.S.C. 1401, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624, et seq.) entered into a certain contract dated as of April 10, 1963, (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the Government to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project(~~s~~); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 21 dwellings; and which low-rent housing will be known as (Project No. Fla-5-28); and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the Government on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the Government pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the Government and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the Government and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

Project No. Fla-5-28

Land situated in the City of Miami, Florida described generally as Lots 11, 12, 13, and 14, all of said Lots less the East 5 feet thereof for street purposes in Block 2 of Highland Park Subdivision according to the plat thereof as recorded in Plat Book 2 at Page 13 of the public records of Dade County, Florida.

PHA-2190
(APO-Dec. 1966) Rev. April 1967

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the Government and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above-described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U. S. C. 1401, et seq., or (2) with the approval of the Government, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, that nothing herei contained shall be construed as prohibiting the conveyance of title to or the delivery or possession of any Project to the Government in pursuance of Section 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the Government (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities; or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family; or (4) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby creat

When all indebtedness of the Local Authority to the Government, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority, authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the Government) any right or right of action or proceed by which the Local Authority might be deprived of title to or possession of any Project.

The terms "Bonds," "Refunding Bonds," and "Permanent Notes," as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 30th day of OCTOBER 1968.

(SEAL)

DADE COUNTY, FLORIDA

By _____
CHAIRMAN Director, Dade County, Florida Department of Housing and Urban Development

ATTEST: _____
SECRETARY Clerk of Circuit Court
DEPUTY CLERK

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on the 30th day of October, 1968, personally appeared HALEY SOFGE, Director of the Department of Housing and Urban Development, and EDWARD D. PHELAN, Deputy Clerk, of Dade County, Florida, to me well known as the persons described in and who executed the foregoing instruement, and acknowledged that they executed the same for the purpose therein expressed as the free act and deed of Dade County, Florida, and that the said instrument is the act and deed of Dade County, Florida.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Miami, Dade County, Florida, this 30th day of October, 1968.

Sheron L. Levine
Notary Public, State of Florida at Large.

My commission expires April 17, 1970.

State of Florida, County of Dade.
This instrument was filed for record the 31 day of Oct 1968 at 4:49 P M. and duly recorded in OFFICIAL RECORDS Book 6152 on Page 706 File # 68R 179438
E. B. LEATHERMAN
Clerk Circuit Court
By A S Cobb D.C.

146

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, E. B. LEATHERMAN, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-936-63, adopted by the said Board of County Commissioners at its meeting held on August 19, 19 63.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 21st day of August, A. D. 19 68.

E. B. LEATHERMAN, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By Edward [illegible]
Deputy Clerk

SEAL

68R179438

FILED FOR RECORD

'68 OCT 31 PM 4:40

CLERK CIRCUIT COURT
DADE CO. FLA.

STATE OF FLORIDA }
COUNTY OF DADE } ss.

This instrument was filed for record

OCT 31 1968 at ____ M

and duly recorded in OFFICIAL RECORDS
BOOK 6152 on PAGE 706
Record verified.
E. LEATHERMAN, Clerk Circuit Court
by [illegible] D.C.

148

71R 73305 '71 APR 21 AM 11:57 7192 PAGE 641

FILED FOR RECORD

'71 APR 21 AM 11:32

E.R. CATHERMAN
CLERK CIRCUIT COURT
DADE CO. FLA.

3G-0205

DECLARATION OF TRUST

WHEREAS, DADE COUNTY, FLORIDA (herein called the "Local Authority"), a public body corporate and politic duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the United States of America (herein called the "Government") pursuant to the United States Housing Act of 1937, as amended (42 U.S.C. 1401, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624, et seq.) entered into a certain contract dated as of July 23, 19 70, (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the Government to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project(s); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 42 dwellings; and which low-rent housing will be known as (Project No. Fla-5-37); and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the Government on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the Government pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the Government and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance of the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the Government and said holders of the Bonds, Refunding Bonds, or Permanent Notes for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

5-41

74R209952

74 SEP 9 PM 12 50

OFF REC 8774 PG 1262

Page 1

SEP 16 1974

COUNTY ATTORNEY

DECLARATION OF TRUST

WHEREAS, Dade County, Florida (herein called the "Local Authority"), a public body corporate and politic duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Florida, and the United States of America (herein called the "Government") pursuant to the United States Housing Act of 1937, as amended (42 U.S.C. 1401, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624, et seq.) entered into a certain contract dated as of November 1, 1973, (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the Government to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project(s); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Miami, County of Dade, State of Florida which will provide approximately 200* dwellings; and which low-rent housing will be known as (Project No. Fla. 5-41); and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the Government on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the Government pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the Government and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance of the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the Government and said holders of the Bonds, Refunding Bonds, or Permanent Notes for the purposes hereinafter stated, the following described real property situated in the City of Miami, County of Dade, State of Florida, TO WIT:

Project No. Fla. 5-41

150

5.92

AMENDMENT NO. 1

TO

DECLARATION OF TRUST

This Amended Declaration of Trust entered into this 26th day of January, 1993, by and between Dade County, Florida, and the United States of America acting by and through the Department of Housing and Urban Development (HUD),

WITNESSETH

WHEREAS, Dade County, Florida, did execute on February 6, 1984, a Declaration of Trust for HUD project Fla 5-92 which was recorded in the public records of Dade County, Florida at OR Book 12072, Page 480; and,

WHEREAS, Dade County, Florida, has deeded a certain portion of the excess property in HUD project No. Fla 5-92 to the City of Miami; and,

WHEREAS, it is necessary to amend the said Declaration of Trust in order to release the excess property from its coverage;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived the parties do hereby agree that the Declaration of Trust for HUD project No. Fla 5-92 as cited in the premises is amended in order to delete the following described property:

Site #41 - Lot 18, Block 3, Floral Park 1st Amended. P.B. 8, Pg. 5, Dade County, Florida.

Prepared by:
Gerald R. Wright, Chief Counsel
U.S. Dept. of HUD
325 W. Adams St.
Jacksonville, FL 32202
Florida Bar No. 0098413

RESOLUTION NO. 39166

A RESOLUTION TRANSFERRING THE DUTIES, FUNCTIONS AND PROPERTY OF THE MIAMI HOUSING AUTHORITY TO METROPOLITAN DADE COUNTY AS OF JANUARY 1, 1968; AGREEING TO NOMINATE FOUR PERSONS TO BE CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS FOR APPOINTMENT TO TWO POSITIONS ON THE ADVISORY BOARD OF THE DADE COUNTY DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; REPEALING RESOLUTION NO. 39111 OF THE CITY COMMISSION; AND REQUESTING THE COUNTY COMMISSION TO CONSIDER IMMEDIATE CONSTRUCTION OF LOW-COST HOUSING FACILITIES WITHIN THE CITY OF MIAMI

WHEREAS, the Miami City Commission has adopted Resolution No. 39111 stating the intention of the City Commission to turn over the functions of the Housing Authority of the City of Miami to Metropolitan Dade County; and

WHEREAS, in response to this resolution the Board of County Commissioners has approved a report from the County Manager agreeing that the following points in Resolution No. 39111 are both acceptable and reasonable:

(a) That the County Manager, through the Executive Director of the Metropolitan Dade County Department of Housing and Urban Development, will submit to the City of Miami Commission, through the City Manager, the exact procedure to be followed in the transfer;

(b) That the Board of County Commissioners will adopt a resolution declaring that all those employees presently serving with the Miami Housing Authority shall be considered to be civil service employees and shall be entitled to all the rights and privileges as are civil service employees of the City of Miami under the joint resolution of the City and County pertaining to transfer of any function from the City to the County;

(c) That Dade County shall abide by the City of Miami zoning ordinances whenever construction is within the City of Miami;

"SUPPORTIVE DOCUMENTS FOLLOW"

"DOCUMENT INDEX ITEM NO. 9"

EXHIBIT C

(d) That Dade County must and shall continue payments to the City of Miami as payments in lieu of taxes on all public housing facilities located within the City of Miami, or which may in the future be located within the City of Miami.

(e) That Dade County will continue to fund Senior Centers, Inc. for the continued performance of its services;

(f) That the County Manager shall provide the City Commission with periodic reports with information as to the progress of all programs administered by the Dade County Department of Housing and Urban Development and that a full report on such programs shall be provided to the City Commission at the end of the first year's full operation; and

WHEREAS, the Board of County Commissioners has committed itself to the appointment of two Miami citizen residents to the HUD Advisory Board and has requested that the Miami City Commission submit at least four nominations to be considered for appointment by the Board of County Commissioners to these two positions;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. That in the light of action taken by the Board of County Commissioners, that the Commission of the City of Miami agrees to transfer the duties, functions and property of the Miami Housing Authority to Metropolitan Dade County as of January 1, 1968, and that the Commission of the City of Miami will nominate at their next City Commission meeting four persons who meet the qualifications established for members of the HUD Advisory Board and whom it believes will carry out the stated responsibilitites of this Board in the best interests not only of the City of Miami but of the entire County; and

Section 2. That the Board of County Commissioners shall agree to the terms and conditions as set forth in Section 1 hereof, and as further set forth in the preamble of this

"SUPPORTIVE DOCUMENTS FOLLOW"

resolution, as though set forth in full in Section 1 hereof.

Section 3. That Resolution No. 39111 is hereby rescinded and declared to be null and void by the terms of this resolution.

Section 4. That the Board of County Commissioners shall consider the immediate construction of low-cost housing facilities within the corporate limits of the City of Miami where housing is so sorely needed.

PASSED AND ADOPTED this 13th day of November, 1967.

STATE OF FLORIDA)
COUNTY OF DADE :
CITY OF MIAMI)

I, F. L. CORRELL, Clerk of the City of Miami, Florida, do hereby certify that the above and foregoing pages numbered 1, 2 and 3, contain a true and correct copy of a resolution passed and adopted by the City Commission of Miami, Florida, at a meeting held on the 13th day of November, 1967, and designated Resolution No. 39166.

WITNESS my hand and the official seal of the City of Miami, Florida, this [illegible], 1967.

F. L. CORRELL
CITY CLERK

By_____
Deputy Clerk

CITY COMMISSION
MEETING OF
NOV 13 1967
RESOLUTION NO. 39166
REMARKS:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this the 18 day of ~~February~~ JANUARY A. D. 1967, between THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, a public body corporate and politic, party of the first part, and DADE COUNTY, a political subdivision of the State of Florida, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00), and other valuable considerations, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and its successors and assigns forever, the following described property, lying and being in Dade County, Florida, to wit:

> All property, both real and personal, vested in it or in which it has any interest whether real or equitable, subject to all limitations and restrictions of record, including specifically but not limited to those several declarations of trust heretofore executed by the Housing Authority at the instance of the United States through the Public Housing Administration, whether of record or not.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, except the rights reserved as stated above, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

EXHIBIT D

This grant conveys only the interest of The Housing Authority of the City of Miami, Florida, in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning same.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name and its corporate seal to be hereunto affixed and attested the day and year aforesaid.

THE HOUSING AUTHORITY
OF THE CITY OF MIAMI,
FLORIDA

By _____
Chairman

(SEAL)

ATTEST:

_____
Secretary

RECEIVED
JAN 31
COUNTY ATTORNEY

January 29, 1968

Mr. Martin Fine, Chairman
The Housing Authority of the
City of Miami
1401 N. W. 7th Street
Miami, Florida

Re: The Housing Authority of the City of Miami

Dear Mr. Fine:

On January 18, 1968, the Housing Authority of the City of Miami adopted a Resolution authorizing the execution and delivery in escrow to Dade County of a Quit Claim Deed conveying all the assets of the Authority to the County. The condition of the escrow was as follows:

> "Said Deed to be released from the escrow upon receipt in writing from the City Attorney for the City of Miami that all of the conditions of its Resolution have been met."

The Resolution to which reference was made is Resolution No. 39166 adopted November 13th, 1967 by the Miami City Commission. In my opinion, all conditions specified in that Resolution have now been met. You are, therefore, authorized to present the Quit Claim Deed to the County Commission for acceptance on February 1st, 1968, or as soon thereafter as feasible.

Very truly yours,

ALAN H. ROTHSTEIN
City Attorney

AHR/sdp

cc: Thomas C. Britton
County Attorney
Haley Sofge
Director, Housing Authority

EXHIBIT 2

Not on Agenda Item No. 3 (v)
2-19-68

RESOLUTION NO. R-199-68

RESOLUTION ACCEPTING CONVEYANCE FROM HOUSING AUTHORITY OF THE CITY OF MIAMI, RECOGNIZING ASSUMPTION OF ALL CONTRACTUAL COMMITMENTS, APPROVING DELEGATION OF CERTAIN FUNCTIONS TO DIRECTOR OF HOUSING AND URBAN DEVELOPMENT IN ACCORDANCE WITH SECTION 2-188, METROPOLITAN CODE, EFFECTIVE FEBRUARY 6, 1968

WHEREAS, Section 2-188,(d), Metropolitan Code, provides as follows:

> "Subject to the policy determinations of the board of county commissioners and the administrative supervision of the manager, the director of the housing and urban development shall exercise the following powers:...Perform such other functions as may be delegated from time to time by the manager with the approval of the board of county commissioners, including but not limited to the functions of any housing authority which may be transferred to Dade County under the provisions of Section 1.01 (A) 17 or 18(b) of the Dade County Home Rule Charter."; and

WHEREAS, on November 13, 1967, the Miami City Commission through Resolution No. 39166, by two-thirds vote of its members pursuant to the provisions of Section 1.01 (A) (18) (b), of the Dade County Home Rule Charter, agreed to transfer the duties, functions and property of the Miami Housing Authority to Metropolitan Dade County, subject to certain conditions therein specified; and

158

EXHIBIT P

WHEREAS, on January 18, 1968, the Housing Authority of the City of Miami, pursuant to the same authority, by Resolution concurred in and adopted the action taken November 13, 1967, by the Miami City Commission in the said Resolution and further action and proceedings in implementation thereof and authorized the execution and delivery in escrow to Dade County of the attached Quit Claim Deed, said deed to be released from escrow upon receipt in writing from the City Attorney of the City of Miami "that all of the conditions of its Resolution have been met"; and

WHEREAS, on January 29, 1968, the City Attorney of the City of Miami by letter advised that "all conditions specified in that Resolution have now been met" and authorized the presentation of the attached Quit Claim Deed to the County Commission for acceptance "on February 1, 1968, or as soon thereafter as feasible"; and

WHEREAS, on February 6, 1968, the County Attorney presented the attached Quit Claim Deed to the County Commission for acceptance and such conveyance was accepted by motion duly adopted by the County Commission; and

WHEREAS, the County Manager pursuant to Section 2-188 (d), Metropolitan Code, has delegated to the Director of the Housing and Urban Development Department, subject to approval of the Board of County Commissioners, full authority to exercise and perform all the functions of the said Housing Authority which have thus been transferred to Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that:

Section 1. The acceptance of the attached Quit Claim Deed dated January 18, 1967, from The Housing Authority of the City of Miami, is hereby ratified and confirmed and the Clerk is directed to record such conveyance;

Section 2. The Board of County Commissioners of Dade County is hereby vested with all the powers, functions and duties of a Housing Authority as prescribed by the Housing Authority Law of the State of Florida, Chapter 421, Florida Statutes, as amended or supplemented from time to time;

Section 3. All the authority, powers and the funds, personal and real property, personnel, records, contracts, agreements, undertakings, debentures, obligations and all credits or assets of whatever kind, nature or description, pertaining to and inherent in The Housing Authority of the City of Miami, Florida, are transferred to the Board of County Commissioners of Dade County, Florida;

Section 4. Full responsibility for all obligations arising from such contracts, agreements, undertakings and debentures, including all contracts for loans and subsidies, entered into by The Housing Authority of the City of Miami, Florida, with the Federal Government, or any agency thereof, is assumed by the Board of County Commissioners of Dade County, Florida;

Section 5. The delegation by the County Manager, above recited, to the Director, Housing and Urban Development Department, of all authority

necessary to perform and discharge the functions of the said housing authority transferred to Dade County is hereby approved, and the said Director is authorized on behalf of Dade County and this Board, subject to approval of the Housing Assistance Administration, to execute leases and to award and execute contracts reasonably necessary for the continued repair and maintenance of facilities and to continue to perform all duties of a contracting officer for and on behalf of Dade County and this Board which such official has previously been authorized to perform on behalf of the Housing Authority of the City of Miami, and all actions so taken by such officer since midnight, February 6, 1968, are hereby ratified, confirmed and approved.

Section 6. All appropriate County officers and departments are authorized and directed to perform all services reasonably necessary to the discharge of the functions of the said housing authority as a result of the foregoing action, upon request of the Director of the Housing and Urban Development Department;

Section 7. In recognition of the acceptance by this Board on February 6, 1968, of the attached Quit Claim Deed, it is the intention of the Board that the provisions hereof be deemed effective as of twelve o'clock midnight on February 6, 1968.

The foregoing Resolution was offered by Commissioner Earl M. Starnes, who moved its adoption. The

TCB/sb

Not on Agenda Item No. 3 (v)
Page No. 5

motion was seconded by Commissioner Arthur H. Patten, Jr. , and upon being put to a vote, the vote was as follows:

Joseph A. Boyd, Jr.	Absent
Alexander S. Gordon	Aye
Harold A. Greene	Aye
R. Hardy Matheson	Aye
Thomas D. O'Malley	Aye
Arthur H. Patten, Jr.	Aye
Earl M. Starnes	Aye
Lewis B. Whitworth	Aye
Chuck Hall	Absent

The Mayor thereupon declared the Resolution duly passed and adopted this 19th day of February, 1968.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

E. B. LEATHERMAN, CLERK

By: Edward G. Phelan
Deputy Clerk.

RECEIVED
JAN 31
COUNTY ATTORNEY

January 29, 1968

Mr. Martin Fine, Chairman
The Housing Authority of the
City of Miami
1401 N. W. 7th Street
Miami, Florida

Re: The Housing Authority of the City of Miami

Dear Mr. Fine:

On January 18, 1968, the Housing Authority of the City of Miami adopted a Resolution authorizing the execution and delivery in escrow to Dade County of a Quit Claim Deed conveying all the assets of the Authority to the County. The condition of the escrow was as follows:

> "said Deed to be released from the escrow upon receipt in writing from the City Attorney for the City of Miami that all of the conditions of its Resolution have been met."

The Resolution to which reference was made is Resolution No. 39166 adopted November 13th, 1967 by the Miami City Commission. In my opinion, all conditions specified in that Resolution have now been met. You are, therefore, authorized to present the Quit Claim Deed to the County Commission for acceptance on February 1st, 1968, or as soon thereafter as feasible.

Very truly yours,

ALAN M. ROTHSTEIN
City Attorney

AMR/sdp

cc: Thomas C. Britton
County Attorney
Haley Sofge
Director, Housing Authority

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this the 18 day of JANUARY A. D. 1967, between THE HOUSING AUTHORITY OF THE CITY OF MIAMI, FLORIDA, a public body corporate and politic, party of the first part, and DADE COUNTY, a political subdivision of the State of Florida, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00), and other valuable considerations, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and its successors and assigns forever, the following described property, lying and being in Dade County, Florida, to wit:

> All property, both real and personal, vested in it or in which it has any interest whether real or equitable, subject to all limitations and restrictions of record, including specifically but not limited to those several declarations of trust heretofore executed by the Housing Authority at the instance of the United States through the Public Housing Administration, whether of record or not.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, except the rights reserved as stated above, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

This grant conveys only the interest of The Housing Authority of the City of Miami, Florida, in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning same.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name and its corporate seal to be hereunto affixed and attested the day and year aforesaid.

THE HOUSING AUTHORITY
OF THE CITY OF MIAMI,
FLORIDA

By _____
Chairman

(SEAL)

ATTEST:

_____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-199-68 , adopted by the said Board of County Commissioners at its meeting held on February 19, 1968 , as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 27th day of April , A.D., 2009 .

COUNTY COMMISSIONERS SEAL DADE COUNTY FLORIDA

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: D. Collins
Deputy Clerk