OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(1)(A)

Resolution No. R-338-09

Date: April 7, 2009

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

From: George M. Burgess
County Manager

Subject: Release of Deed Restrictions for Property Located
East of 10061 Hibiscus Street, Unincorporated Miami-Dade County
Folio No. 30-5032-004-1050

RECOMMENDATION

It is recommended that the Board adopt the attached resolution authorizing the County Mayor or County Mayor's designee to execute and record a Release of Deed Restrictions, attached hereto as Exhibit "A," and a County Deed, attached hereto as Exhibit "B," for property located east of 10061 Hibiscus Street, Unincorporated, Miami-Dade County.

SCOPE

PROPERTY OWNER:	Muro Investments Inc. Rosario Munos, President
FOLIO NUMBER:	30-5032-004-1050
LOT SIZE:	9,500 square feet
COMMISSION DISTRICT:	9
COMMISSION DISTRICT (S) IMPACTED:	9
LOCATION:	East of 10061 Hibiscus Street, Unincorporated Miami-Dade County
ZONING:	Perrine Community Urban Center District (PCUCD)
2008 ASSESSED MARKET VALUE:	$104,500
BACKGROUND:	Resolution No. R-1230-03, approved by the Board on December 3, 2003, authorized the sale of seven infill housing lots to Muro Investments Inc. (Muro). The lots were offered via competitive bidding, and Muro's bid in the amount of $65,000 was the highest. The County Deed that transferred title of the seven lots to Muro contains the standard infill housing restrictions which require that the lots be developed with affordable single family housing.

On July 10, 2007, the Board passed Ordinance 07-97 creating the Perrine Community Urban Center District (PCUCD). The PCUCD regulations implement the land use recommendations included in the Perrine Charrette Report that was accepted by the Board in 2004. The PCUCD specifies a Mixed Use Optional land use for this lot. Mixed Use Optional is defined as a multilevel dwelling in which the first floor may have an optional use as professional, civic, education, or governmental offices, or the entire structure may consist of multi-family residential. Muro plans to develop a mixed-use project on this lot which incorporates an affordable housing component. However, the current deed restrictions do not allow Muro to develop the lot with a mixed use project.

JUSTIFICATION: Muro has developed three of the seven lots. Development on the remaining four lots has been delayed, largely due to the change in zoning as well as the downturn in the real estate market. Except for this lot, Muro plans to develop the remaining lots as single family. However, this lot is better suited for a mixed use project. Due to the unforeseen changes in zoning, and the significant investment Muro has made in drafting new plans and maintaining the property while waiting for the new regulations to take effect, staff recommends that the restrictions be modified on this lot to allow Muro to develop it in accordance with the PCUCD zoning, provided the residential component is restricted to affordable housing.

FISCAL IMPACT/FUNDING SOURCE: There is no fiscal impact to the County.

TRACK RECORD / MONITOR

MONITOR: DeWayne L. Little, GSA Urban Land Development Manager.

DELEGATED AUTHORITY: The County Mayor is authorized to execute and record a Release of Deed restrictions and a new County Deed.

Director
General Services Administration

MEMORANDUM
(Revised)

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

DATE: April 7, 2009

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

SUBJECT: Agenda Item No. 8(F)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
4-7-09

RESOLUTION NO. R-338-09

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE AND RECORD A RELEASE OF DEED RESTRICTIONS AND A COUNTY DEED WHICH SHALL SUPERSEDE THE COUNTY DEED RECORDED IN OFFICIAL RECORD BOOK 21987, PAGES 1433-1436 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FOR PROPERTY LOCATED EAST OF 10061 HIBISCUS STREET, UNINCORPORATED MIAMI-DADE COUNTY, FL AND IDENTIFIED BY TAX FOLIO NUMBER 30-5032-004-1050

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, for the property described in the accompanying County Deed, copies of which are incorporated herein and made a part thereof,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this board authorizes the County Mayor to execute and record the Release of Deed Restrictions, attached hereto as Exhibit "A," and a County Deed, attached hereto as Exhibit "B" for property located east of 10061 Hibiscus Street, Unincorporated Miami-Dade County, FL.

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2009. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

Exhibit "A"

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No. 30-5032-004-1050

Release of Deed Restrictions

KNOW ALL MEN BY THESE PRESENTS:

THIS RELEASE is made this ____day of _____, 2009 by MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter the "County") as the successor in interest to the following described property (herein after the "Property"):

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

WHEREAS, Resolution No. R-1230-03 , passed by the Board of County Commissioners on the 4th day of November, 2003, approved the sale of the Property to Muro Investments Inc. (hereinafter "Muro") through the Infill Housing Initiative and authorized the recording of a County Deed, and

WHEREAS, said County Deed contains restrictions that restrict development of the Property to affordable single family housing, and

WHEREAS, on July 10, 2007, the Board of County Commissioners approved the Perrine Community Urban Center District which specifies a Mixed-Use Optional land use for the Property, and

WHEREAS, Muro plans to develop the Property with a mixed-use development that includes an affordable multi-family component,

NOW THEREFORE, in consideration of the recording of a County Deed containing new restrictions, the Property is hereby released of the restrictions contained in the County Deed dated December 5, 2003 and recorded on January 24, 2004 in Official Records Book 21987 at Page 1433 of the public records of Miami-Dade County, FL.

Notwithstanding, Miami-Dade County, by this release of deed restrictions, does not release or disclaim any interest or right that it may have in the Property, and the County Deed shall otherwise remain in full force and effect.

IN WITNESS WHEREOF Miami-Dade County has executed this Release on the day and year above written.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. _____approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____day _____, 2009.

Exhibit "B"

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No: 30-5032-004-1050

COUNTY DEED

THIS DEED, made this _____day of _____, 2009 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and MURO INVESTMENTS, INC., a not-for-profit Florida Corporation, party of the second part, whose address is 3415 South Lake Drive, Miami, Florida 33155.

***WITNESSETH*:**

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (the "Property"):

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

This conveyance is made subject to the following restrictions:

Any residential development of the "Property" shall be occupied by low or moderate income households earning less than 120% of the median income for a period of no less than thirty (30) years commencing on the date of the issuance of a certificate of occupancy on the "Property."

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

The restrictions stated in this Deed shall supersede the restrictions contained in the County Deed recorded on January 24, 2004 in Official Records Book 21987 at Page 1433 of the public records of Miami-Dade County, FL, only for this Property.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

By:_____
Mayor

Approved for legal sufficiency _____

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map

Digital Orthophotography - 2007 0 113 ft

This map was created on 2/13/2009 3:00:50 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

Close

Summary Details:

Folio No.:	30-5032-004-1050
Property:	
Mailing Address:	MURO INVESTMENTS INC 8603 S DIXIE HWY SUITE#211 MIAMI FL 33143-7860

Property Information:

Primary Zone:	3100 FOUR-FAMILY APARTMENTS
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	9,500 SQ FT
Year Built:	0
Legal Description:	32 55 40 PERRINE SUB PB B-79 LOT 3 LESS S50FT FOR RD BLK 13 LOT SIZE 95.000 X 100 OR 21987-1433 1203 3

Sale Information:

Sale O/R:	098921667
Sale Date:	12/1977
Sale Amount:	$4,500

Assessment Information:

Year:	2008	2007
Land Value:	$104,500	$104,500
Building Value:	$0	$0
Market Value:	$104,500	$104,500
Assessed Value:	$104,500	$104,500

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$0/$104,500	$0/$104,500
County:	$0/$104,500	$0/$104,500
School Board:	$0/$104,500	$0/$104,500

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

MURO INVESTMENTS INC.

Filing Information

Document Number	P00000099062
FEI Number	651048440
Date Filed	10/20/2000
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/02/2002
Event Effective Date	NONE

Principal Address

8603 S DIXIE HIGHWAY, SUITE 211
MIAMI FL 33143

Changed 12/28/2007

Mailing Address

8603 S DIXIE HIGHWAY, SUITE 211
MIAMI FL 33143

Changed 12/28/2007

Registered Agent Name & Address

MONOZ, ROSARIO C
8603 S DIXIE HWY
211
MIAMI FL 33143 US

Name Changed: 04/21/2008

Address Changed: 04/30/2008

Officer/Director Detail

Name & Address

Title PSD

MUNOZ, ROSARIO C
8603 S DIXIE HIGHWAY, SUITE 211
MIAMI FL 33143

Annual Reports

Report Year Filed Date

10

2007	04/12/2007
2008	04/30/2008

Document Images

04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/12/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
05/02/2005 -- ANNUAL REPORT	View image in PDF format
06/30/2004 -- ANNUAL REPORT	View image in PDF format
02/24/2003 -- ANNUAL REPORT	View image in PDF format
10/17/2002 -- ANNUAL REPORT	View image in PDF format
05/02/2002 -- Name Change	View image in PDF format
03/23/2001 -- ANNUAL REPORT	View image in PDF format
10/20/2000 -- Domestic Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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

CFN 2004R0044107
OR Bk 21987 Pgs 1433 - 1436; (4pgs)
RECORDED 01/21/2004 10:58:24
DEED DOC TAX 180.00
SURTAX 135.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 5th day of December, 2003 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and MURO INVESTMENTS, INC., party of the second part, whose address is 3415 South Lake Drive, Miami, FL 33155:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Thirty Thousand Dollars and No/100 ($30,000.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

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

This conveyance is made subject to the following restrictions:

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

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

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

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

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

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

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

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

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

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

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-1230-03 of the Board of County Commissioners of Miami-Dade County, Florida, on the 4th day of November, 2003.

MURO INVESTMENTS, INC.
EXHIBIT A

Folio # 30-5032-004-1050
LOT 3 LESS S50FT FOR RD BLK 13 PERRINE SUB PB B-79

Folio # 30-5032-010-0970
ALL LOT 1 & LOT 2 LESS S10FT BLK 7 DIXIE HGTS GARDENS PB 21-32

Folio # 30-5032-010-1010
LOT 11 BLK 7 DIXIE HGTS GARDENS PB 21-32

Folio # 30-5032-010-1020
LOT 12 BLK 7 DIXIE HGTS GARDENS PB 21-32

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