



CFN 2006R0241181  
DR BK 24296 Pgs 3021 - 3027 (7pgs)  
RECORDED 03/07/2006 14:40:16  
DEED DOC TAX 0.60  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By  
and Return To:  
Ilene Ternchin, Esq.  
City of Miami  
Office of the City Attorney  
444 S.W. 2<sup>nd</sup> Avenue  
Miami, Florida 33130-1910

01-3114-035-1480

**CORRECTIVE QUIT CLAIM DEED**

The attached Corrective Quit Claim Deed corrects certain provisions of that certain Quit Claim Deed, dated as of September 30, 2005, and recorded in Official Records Book 24198, Page 4923, of the Public Records of Miami-Dade County, Florida (the "Deed").

The attached Corrective Quit Claim Deed is being recorded for the sole purpose of correcting certain portions of restrictions numbered 5 and 8 of the Deed.

---

Florida documentary stamp tax was paid upon the recording of the Quit Claim Deed referenced above, evidence of such payment appearing on the Quit Claim Deed referenced above. This instrument is subject only to minimum taxation pursuant to Rule 12b-4.014(3) F.A.C.

it:Document 32596

This Instrument Prepared By  
and Return To:  
Ilene Temchin, Esq.  
City of Miami  
Office of the City Attorney  
444 S.W. 2<sup>nd</sup> Avenue  
Miami, Florida 33130-1910

### CORRECTIVE QUIT CLAIM DEED

This Quit-Claim Deed, is made as of the 30th day of September, 2005, by the City of Miami, a municipal corporation of the State of Florida, whose post office address is 444 S.W. 2<sup>nd</sup> Avenue, Miami, Florida 33130, hereinafter called the "Grantor", to Palmetto Homes of Miami, Inc. a Florida corporation, whose address is 1175 N.E. 125<sup>th</sup> Street, Suite 204B, North Miami, Florida 33161, hereinafter called the "Grantee".

Witnesseth: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, convey and quit-claim unto the Grantee forever, all of the Grantor's right, title and interest in that certain land situate in Miami-Dade County, Florida, hereinafter referred to as the "Property", to wit:

Lot 5, Block 9, of ORANGE HEIGHTS, according to the Plat thereof as recorded in Plat Book 14, at Page 62, of the Public Records of Dade County, Florida, a.k.a. 1466 N.W. 61 Street, Miami, Florida

**Subject to:**

1. Conditions, restrictions, easements, limitations and reservations of record, though this reference is not intended to reimpose same;
2. Applicable zoning ordinances, codes, rules and regulations;
3. Taxes and assessments for the current year and all subsequent years;
4. The Property is being taken by the Grantee "as is" with the Grantee being solely responsible for the removal of any environmental contamination if present on the Property;
5. The Grantee and Grantee's beneficiaries agree, for themselves and any successor in interest, that for a period of twenty (20) years the Property shall only be used to provide one (1) owner occupied single family home for Low Income homebuyers (as defined in the HOME Investment Partnerships Program Regulations, 24 C.F.R. Part 92);
6. The Grantee and Grantee's beneficiaries agree, for themselves and any successor in interest, not to discriminate upon the basis of race, color, religion, marital

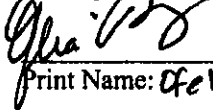
status, sex or national origin in the sale of the Property, or any Improvements erected or to be erected thereon or on any part thereof;

- 7. The Grantee and Grantee's beneficiaries agree, for themselves and any successor in interest, to pay the real estate taxes or assessments on the Property or any part thereof when due. In the event that the Property is ever declared to be "immune" or "exempt" from the payment of ad-valorem taxes, the Grantee and Grantee's beneficiaries agree, for themselves and any successor in interest, to pay to the City an annual payment which shall be in an amount equal to the amount the City would have received as ad valorem taxes based on the valuation method employed by the county property appraiser pursuant to Chapter 193 Florida Statutes, (2002), as amended from time to time; and
- 8. The title to the Property shall immediately and automatically revert to and vest in the Grantor in the event that: (1) the Grantee has not commenced construction, to the satisfaction of the Grantor in its sole judgment, of one (1) single family home on the Property within twelve (12) months from the date hereof, and/or (2) the construction of such single family home has not been completed, as evidenced by the issuance of a Certificate of Occupancy, and such single family home has not been sold to qualified Low Income homebuyers (as defined in the HOME Investment Partnerships Program Regulations, 24 C.F.R. Part 92) by April 30, 2008, or such later date as may be approved by the City Commission of the City of Miami.
- 9. The Grantee shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, if applicable.

To Have and To Hold, the same together with all and singular tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, to the use, benefit and behalf of the Grantee forever.

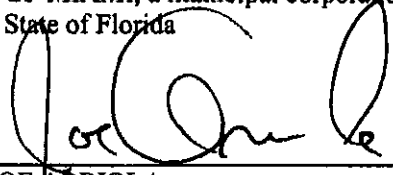
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents as of the day and year first written above.

Signed, sealed and delivered  
in our presence:


  
Print Name: Ofelia Perez

Print Name: \_\_\_\_\_

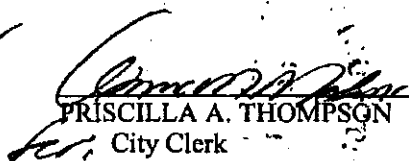
CITY OF MIAMI, a municipal corporation  
of the State of Florida

By   
JOE ARRIOLA  
City Manager

APPROVED AS TO FORM AND  
CORRECTNESS:

By   
JORGE L. HERNANDEZ  
City Attorney

ATTEST:

  
PRISCILLA A. THOMPSON  
City Clerk

**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
                                          ) SS:  
COUNTY OF MIAMI-DADE )

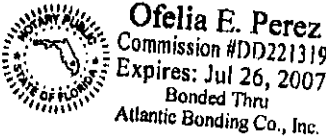
Before me, the undersigned authority, personally appeared Joe Arriola, as City Manager of the City of Miami, to me well known to be the person described in and who executed the foregoing instrument and who acknowledged to and before me that he executed said instrument under oath, and for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 27 day of February, 2006.

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

*Ofelia E. Perez*  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

My Commission Expires:



IT:32586

This Instrument Prepared By  
and Return To:  
KIRK R. MENENDEZ, ESQ.  
CITY OF MIAMI  
CITY ATTORNEY'S OFFICE  
444 S.W. 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33130-1910



CFN 2006R0113597  
DR Bk 24198 Pgs 4923 - 4925 (3pg)  
RECORDED 02/01/2006 15:13:26  
DEED DOC TAX 0.60  
SURTAX 0.45  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

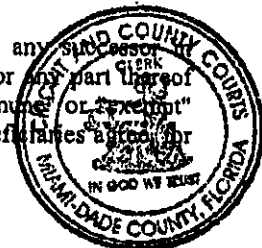
This Quit-Claim Deed, is made as of this 30 day of September 2005, by the City of Miami, a municipal corporation of the State of Florida, whose post office address is 444 S.W. 2<sup>nd</sup> Avenue, Miami, Florida 33130, hereinafter called the "Grantor", to Palmetto Homes of Miami, Inc. a Florida corporation, whose address is 1175 N.E. 125<sup>th</sup> Street, Suite 204B, North Miami, Florida 33161, hereinafter called the "Grantee".

Witnesseth: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, convey and quit-claim unto the Grantee forever, all of the Grantor's right, title and interest in that certain land situate in Miami-Dade County, Florida, hereinafter referred to as the "Property", to wit:

Lot 5, Block 9, of ORANGE HEIGHTS, according to the Plat thereof as recorded in Plat Book 14, at Page 62, of the Public Records of Dade County, Florida, a.k.a. 1466 N.W. 61 Street, Miami, Florida  
and

Subject to:

1. Conditions, restrictions, easements, limitations and reservations of record, though this reference is not intended to reimpose same;
2. Applicable zoning ordinances, codes, rules and regulations;
3. Taxes and assessments for the current year and all subsequent years;
4. The Property is being taken by the Grantee "as is" with the Grantee being solely responsible for the removal of any environmental contamination if present on the Property;
5. The Grantee and Grantee's beneficiaries agree, for themselves and any successor in interest, that for a period of twenty (20) years the Property shall only be used to provide three (3) owner occupied single family homes for Low Income homebuyers (as defined in the HOME Investment Partnerships Program Regulations, 24 C.F.R. Part 92);
6. The Grantee and Grantee's beneficiaries agree, for themselves and any successor in interest, not to discriminate upon the basis of race, color, religion, marital status, sex or national origin in the sale of the Property, or any Improvements erected or to be erected thereon or on any part thereof;
7. The Grantee and Grantee's beneficiaries agree, for themselves and any successor in interest, to pay the real estate taxes or assessments on the Property or any part thereof when due. In the event that the Property is ever declared to be "immune" from the payment of ad-valorem taxes, the Grantee and Grantee's beneficiaries agree, for



themselves and any successor in interest, to pay to the City an annual payment which shall be in an amount equal to the amount the City would have received as ad valorem taxes based on the valuation method employed by the county property appraiser pursuant to Chapter 193 Florida Statutes, (2002), as amended from time to time; and

8. The title to the Property shall immediately and automatically revert to and vest in the Grantor in the event that: (1) the Grantee has not commenced construction, to the satisfaction of the Grantor in its sole judgment, of three (3) single family homes on the Property within twelve (12) months from the date hereof, and/or (2) the construction of such single family homes has not been completed, as evidenced by the issuance of Certificates of Occupancy, and all such single family homes have not been sold to qualified Low Income homebuyers (as defined in the HOME Investment Partnerships Program Regulations, 24 C.F.R. Part 92) by April 30, 2008, or such later date as may be approved by the City Commission of the City of Miami.
9. The Grantee shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, if applicable.

To Have and To Hold, the same together with all and singular tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, to the use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first written above.

Signed, sealed and delivered  
in our presence:

Ofelia Perez  
Print Name:

Print Name:

CITY OF MIAMI, a municipal corporation  
of the State of Florida

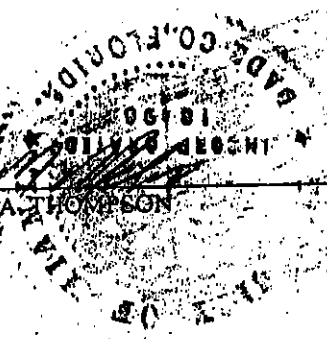
By Joe Arriola  
JOE ARRIOLA  
City Manager

APPROVED AS TO FORM AND  
CORRECTNESS

By Jorge E. Fernandez  
JORGE E. FERNANDEZ  
City Attorney

ATTEST:

Priscilla A. Thompson  
PRISCILLA A. THOMPSON  
City Clerk



ACKNOWLEDGMENT

STATE OF FLORIDA )  
                          )SS:  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Joe Arriola, as City Manager of the City of Miami, to me well known to be the person described in and who executed the foregoing instrument and who acknowledged to and before me that he executed said instrument under oath, and for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 20 day of January, 2006

PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

My Commission Expires:



**Ofelia E. Perez**  
Commission #DD221319  
Expires: Jul 26, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 01 day of  
February, A.D. 2006  
WITNESS my hand and Official Seal.  
HARVEY RUVIN, CLERK, of Circuit and County Courts  
By [Signature] D.C.



