

# MEMORANDUM

Agenda Item No. 11(A)(3)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** April 21, 2026

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing the Chairperson or Vice-Chairperson of the Board to execute an Amended and Restated County Deeds for Soaring to Achieve Results Systematically Development Center, Inc., a Florida not-for-profit corporation and ProMetropolis Housing Development, LLC, a Florida limited liability company; authorizing extensions to construct, complete and sell single family homes to qualified homebuyers through the Infill Housing Program; and authorizing the County Mayor to take all actions necessary to enforce the provisions set forth in such amended and restated County deeds, and to exercise all rights contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.

  
Geri Bonzon-Keenan  
County Attorney

GBK/ks

MDC001



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** April 21, 2026

**FROM:**   
Cliff Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(3)

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**
- \_\_\_\_\_ **Statement of social equity required**
- \_\_\_\_\_ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- \_\_\_\_\_ **No committee review**
- \_\_\_\_\_ **Requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 votes (majority of membership) \_\_\_\_, CDMP 2/3 members present but not less than 7 votes (majority of membership) \_\_\_\_, CDMP 9 votes (2/3 membership) \_\_\_\_\_) 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)(3)  
4-21-26

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEEDS FOR SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENT CENTER, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION AND PROMETROPOLIS HOUSING DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AUTHORIZING EXTENSIONS TO CONSTRUCT, COMPLETE AND SELL SINGLE FAMILY HOMES TO QUALIFIED HOMEBUYERS THROUGH THE INFILL HOUSING PROGRAM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEEDS, AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board, in accordance with Resolution No. R-538-14, authorized the conveyance of five County properties to Soaring to Achieve Results Systematically Development Center, Inc., a Florida not-for-profit corporation (“Soaring”), including the properties currently bearing Folio Nos. 30-2134-012-0850 and 30-3103-019-1090 (“Soaring properties”); and

**WHEREAS**, on November 1, 2022, this Board adopted Resolution No. R-1069-22, which authorized a sales price increase and one two-year extension from the recording of an amended deed to obtain the final certificate of occupancy for each of the homes to be sold to qualified households through the Infill Housing Program including the Soaring properties; and

**WHEREAS**, the extension granted to construct the homes on the Soaring properties pursuant to Resolution No. R-1069-22 expired on June 14, 2025; and

**WHEREAS**, on November 1, 2022 this Board adopted Resolution No. R-1071-22, which authorized the conveyance to ProMetropolis Housing Development, LLC, a Florida limited

liability company, (“ProMetropolis”) four County-owned properties, including specifically the three properties currently bearing Folio Nos. 30-3116-009-1020, 30-3116-009-3210, and 30-3116-009-4600 (collectively “the ProMetropolis properties”) for the purpose of developing such properties with homes to be sold to qualified households in accordance with the Infill Housing Program, section 125.379, Florida Statutes, and federal Community Development and Block Grant Program regulations, as applicable; and

**WHEREAS**, the time to construct the homes on the ProMetropolis properties pursuant to Resolution No. R-1071-22 expired on November 7, 2025; and

**WHEREAS**, on November 4, 2025, Soaring submitted a request to the County Commissioner of District 2, requesting that the County further extend the time by which construction must be completed on the Soaring properties and stating as grounds therefore several reasons, including the sudden death of the architect; and

**WHEREAS**, on October 4, 2025, ProMetropolis submitted a request to the County Commissioner of District 2, requesting that the County further extend the time by which construction must be completed on the ProMetropolis properties and stating as grounds therefore challenges affecting the construction industry including the availability of skilled labor; and

**WHEREAS**, this Board desires to grant Soaring and ProMetropolis (collectively “the developers”) a two-year extension from the date of adoption of this Resolution, to construct the homes and obtain final certificates of occupancy on the Soaring properties and the ProMetropolis properties, respectively (collectively “the properties”),

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

**Section 1.** This Board adopts the foregoing recitals as if fully set forth herein.

**Section 2.** Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute the Amended and Restated Deeds (“amended deeds”) to the developers, in substantially the form attached hereto as Attachments “A” and “B” and incorporated herein by reference, in order to grant the developers a two-year extension from the date of adoption of this resolution to construct the homes and obtain final certificates of occupancy. Such amended deeds shall be executed for the certain previously County-owned properties conveyed to Soaring pursuant to Resolution No. R-538-14 and extended pursuant to Resolution No. R-1069-22, specifically Folio Nos. 30-2134-012-0850 and 30-3103-019-1090 and certain previously County-owned properties conveyed to ProMetropolis pursuant to Resolution No. R-1071-22, specifically the properties currently identified by same Folio Nos. 30-3116-009-1020, 30-3116-009-3210, and 30-3116-009-4600 (collectively “the properties”).

**Section 3.** This Board further authorizes the County Mayor or County Mayor’s designee to take all actions necessary to exercise any and all rights set forth in the amended deeds, including, but not limited to, exercising the County’s option to enforce its reversionary interest after conducting all due diligence, title searches and environmental reviews. In the event that the County Mayor or County Mayor’s designee should exercise the County’s reversionary interest, then the County Mayor or County Mayor’s designee shall execute and record an instrument approved by the County Attorney’s Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the Property Appraiser’s Office. Alternatively, this Board authorizes the County Mayor or County Mayor’s designee to receive on behalf of the County from the developers identified in section 2 of this resolution, after conducting all due diligence, title searches and environmental reviews, a deed which conveys any or all of the properties back to the County in the event the developers are unable or fail to comply with the deed restrictions set forth

in the amended deeds. Upon the receipt of the deed from the developers, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County.

**Section 4.** This Board authorizes the County Mayor or County Mayor's designee to grant the developers a two-year extension from the date of adoption of this resolution, to obtain the final certificate of occupancy for each of the homes to be sold to qualified households through the Infill Housing Program. The grant of such extension shall be in the manner set forth in the amended deeds.

**Section 5.** This Board authorizes the County Mayor or County Mayor's designee to take all action necessary to enforce the provisions set forth in such amended deeds.

**Section 6.** This Board directs the County Mayor or County Mayor's designee to provide copies of the recorded amended deeds to the Property Appraiser.

**Section 7.** This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on the properties described in the amended deeds identifying the County's name and the name of the district commissioner.

**Section 8.** The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the Public Record all deeds, covenants, reverters, and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Marleine Bastien. 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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of April, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Shannon D. Summerset-Williams

## ATTACHMENT "A"

Instrument prepared by and returned to:

Shannon D. Summerset-Williams  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**This Amended and Restated County Deed shall supersede and replace the Amended and Restated County Deed recorded in Official Record Book 33748 Pages 4982-4989 of the Public Records of Miami-Dade County on June 14, 2023, the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021, the County Deed recorded in Official Record Book 30575 Pages 1476-1483 of the Public Records of Miami-Dade County on June 15, 2017, the County Deed recorded in Official Record Book 29289 Pages 1735-1739 of the Public Records of Miami-Dade County on August 28, 2014: and the Extension of Deed Restrictions recorded in Official Record Book 29757, Pages 102-114 of the Public Records of Miami-Dade County on August 28, 2015, solely as it relates to the properties listed in Exhibit A, attached hereto and incorporated herein by reference (Folio Nos. 30-2134-012-0850 and 30-3103-019-1090).**

### AMENDED AND RESTATED COUNTY DEED

**THIS AMENDED AND RESTATED DEED** ("Amended Deed"), made this \_\_\_\_ day of \_\_\_\_\_, 2026 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC** , a Florida not-for-profit corporation (hereinafter "Developer"), whose address is 1801 NW 186 Street Miami, FL 33056 , its successors and assigns.

### RECITALS

**WHEREAS**, this Amended and Restated County Deed shall supersede and replace the Amended and Restated County Deed recorded in Official Record Book 33748 Pages 4982-4989 of the Public Records of Miami-Dade County on June 14, 2023, the Notice Regarding Reversionary Interest and Extension recorded in Official Record Book 32529 Pages 446-452 of the Public Records of Miami-Dade County on May 26, 2021, the County Deed recorded in Official Record Book 30575 Pages 1476-1483 of the Public Records of Miami-Dade County on June 15, 2017, the County Deed recorded in Official Record Book 29289 Pages 1735-1739 of the Public Records of Miami-Dade County on August 28, 2014: and the Extension of Deed Restrictions recorded in Official Record Book 29757, Pages 102-114 of the Public Records of Miami-Dade County on August 28, 2015, solely as it relates to the properties listed in Exhibit A, attached hereto and incorporated herein by reference (Folio Nos. 30-2134-012-0850 and 30-3103-019-1090); and

**WHEREAS**, the Developer is required to and agrees to develop and improve the Properties with single-family homes and thereafter sell the single-family homes all in accordance with Article

VII, Section 17-121 through 17-128.1 of the Code of Miami-Dade County, Florida, as amended (“County Code”); Implementing No. Order 3-44; and Infill Housing Initiative Program Guidelines (“Infill Housing Program”); and

***WITNESSETH:***

The above recitals are incorporated herein by reference and are adopted and approved as if fully set forth herein.

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the “Properties”):

*As legally described in Exhibit “A” attached hereto and made a part hereof*

**THIS CONVEYANCE IS SUBJECT TO** all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Program, including but not limited to, the requirement that no more than four single-family homes be constructed on each of the Properties in accordance with the Infill Housing Program. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

That the Properties shall be developed and construction completed within two (2) years of the adoption of the Resolution extending this deed, specifically \_\_\_\_\_, 2028, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Properties shall be at the sole and absolute direction of the Board and in accordance with the Infill Housing Program.

2. Reserved.
3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the County Code, but under no circumstances shall the sales price of the home exceed the relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event the Developer fails to timely sell the home to a qualified household or sells the home above County Maximum Sales Price as set forth in the Miami-Dade County Code and

existing at the time of sale, and the Developer, upon written notification from the County, fails to cure such default within 30 days, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Amended Deed absent consent of the Board, in its sole and absolute discretion, except for any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the Developer to the qualified household the County's approved "Affordable Housing Restrictive Covenant," which is customarily used as part of the Infill Housing Program, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."
7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 8 and 9 herein:
  - a) Any mortgage(s) in favor of any institutional lender solely for the

purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 8 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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.

8. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 7 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Amended Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Amended Deed at the time of recordation of such mortgage.
9. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
10. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Amended Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Amended Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 14 below.
11. In the event that Developer mortgages the Properties without compliance with

sections 7 through 10 herein, then such mortgage shall of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.

12. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Amended Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter,, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

13. Upon receiving proof of compliance with all of the Amended Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Amended Deed restrictions. 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.

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

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:  
JUAN FERNANDEZ-BARQUIN, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Anthony Rodriguez, Chairman

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

Date: \_\_\_\_\_

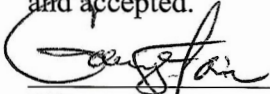
Approved for legal sufficiency:


By: \_\_\_\_\_  
Shannon D. Summerset-Williams  
Assistant County Attorney


The foregoing was authorized by Resolution No. R- 26 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_ day of \_\_\_\_\_, 2026.

In agreeing and accepting this Deed, **SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC** agrees that it shall not seek any further extensions of the timeframes set forth herein, and waives any rights or claims with respect thereto. **SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC** agrees and acknowledges that there is no force majeure clause herein, and that strict compliance with the timeframes set forth herein are required.

**IN WITNESS WHEREOF**, the representative of **SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 7<sup>th</sup> day of January, 2026, and it is hereby approved and accepted.

  
\_\_\_\_\_  
Witness/Attest  
Printed Name: Corey Jiner J  
Address: 1800 NW 186 Street  
Miami FL 33056

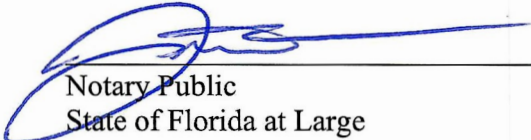
By:   
\_\_\_\_\_  
Name: Dr. Erika Ralle  
Title: President  
Address: 1801 NW 186 St  
Miami Gardens, FL 33056

  
\_\_\_\_\_  
Witness/Attest  
Printed Name: Jannah SAWYERS  
Address: 1800 NW 186TH  
Miami Gardens FL

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 7<sup>th</sup> day of January, 2026 by Dr. Erika Ralle as President, on behalf of **SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC**, a Florida not-for-profit corporation and s/he () has produced FLDL as identification or ( ) is personally known to me.



  
\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

EXHIBIT "A"  
LEGAL DESCRIPTION

<b><u>FOLIO</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
30-2134-012-0850	ACME GULFAIR 1ST ADDN PB 44-57, LOT 13 & W 10FT OF LOT 12 LESS S 15FT THEREOF FOR R/W BLK 8
30-3103-019-1090	WOODLAND ADD PB 6-85, LOT 4 & E5FT OF LOT 5 LESS S 15FT, FOR ROAD BLK 22

## Attachment "B"

Instrument prepared by and returned to:  
Shannon D. Summerset-Williams  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 33957 Pages 3775-37-83 of the Public Records of Miami-Dade County on November 7, 2023, only as to the properties listed in Exhibit A.**

### AMENDED AND RESTATED COUNTY DEED

**THIS AMENDED AND RESTATED DEED ("Deed")**, made this \_\_\_\_ day of \_\_\_\_\_, 2026 by **MIAMI-DADE COUNTY, a political subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **ProMetropolis Housing Development, LLC**, a Florida limited liability company (the "Developer"), whose address is 81 NW 205 Terrace, Miami Gardens, Florida 33169, its successors and assigns.

**WITNESSETH**, that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by THE DEVELOPER, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE DEVELOPER, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions (collectively the "deed restrictions"):

1. That if the Properties are developed with single-family or multi-family affordable homes for sale, THE DEVELOPER shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. Further, THE DEVELOPER shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in

its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That if the Properties are developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income.
3. That at financial closing if THE DEVELOPER shall cause the Properties to be developed with affordable or workforce rental housing, then THE DEVELOPER shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
4. That the Properties shall be developed and construction completed within two (2) years of the adoption of the Resolution extending this Deed, specifically \_\_\_\_\_, 2028, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which THE DEVELOPER must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which THE DEVELOPER must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
5. That if the Properties are developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Properties shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE DEVELOPER fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE DEVELOPER, upon

written notification from the County, fails to cure such default, then title to the Properties shall revert to the County, at the option of the County, as set forth in paragraph 12, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

6. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), THE DEVELOPER shall comply with the requirements set forth in Resolution No. R-1416-08, including, but not limited to, providing former Scott/Carver residents the right of first refusal on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE DEVELOPER to notify these residents of the availability of homeownership opportunities.
7. That THE DEVELOPER shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
8. That THE DEVELOPER shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from THE DEVELOPER to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

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

9. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:

- a) Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 10 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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.

10. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Properties prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgage, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Properties. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
11. That prior to placing any mortgage on the Properties, the Developer shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
12. That in the event that any mortgage(s) on the Properties in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed

shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.

13. In the event that Developer mortgages the Properties without compliance with sections 9 through 12 herein, then such mortgage shall have no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.
14. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Properties shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Properties.

All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

15. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. 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.
16. If in the sole discretion of the County, (a) THE DEVELOPER ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE DEVELOPER fails to rent or sell the homes within the sale or rental limits described herein; (c) THE DEVELOPER fails to construct the housing project contemplated herein within two (2) years of the adoption of the Resolution

extending this Deed, specifically \_\_\_\_\_, 2028; or (d) any other term of this Deed or deed restriction is not complied with, THE DEVELOPER shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If THE DEVELOPER fails to remedy such default within sixty (60) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, THE DEVELOPER shall immediately deed the Properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by THE DEVELOPER. The County retains such reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the Properties revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

17. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.
18. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish THE DEVELOPER with an appropriate instrument acknowledging satisfaction with all 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.

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

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:  
JUAN FERNANDEZ-BARQUIN, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Anthony Rodriguez, Chairman

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

Date: \_\_\_\_\_

Approved for legal sufficiency:

By: \_\_\_\_\_  
Shannon D. Summerset-Williams  
Assistant County Attorney

The foregoing was authorized by Resolution No. R- 26 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_ day of \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, the representative of ProMetropolis Housing Development, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 31 day of December, 2025, and it is hereby approved and accepted.

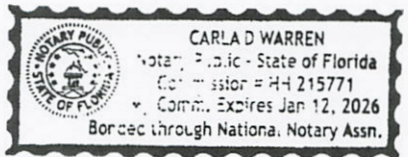
[Signature]  
Witness/Attest  
Printed Name: Tvette Richardson  
Address: 13470 SW 26th St  
Homestead, FL 33032

By: [Signature]  
Name: Emmanuel Jeanty  
Title: managing member

[Signature]  
Witness/Attest  
Printed Name: Desiree Perez  
Address: 935 Coda dad st  
miami, FL 33054

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this 31 day of December, 2025, by Emmanuel Jeanty as Managing Member of ProMetropolis Housing Development, LLC, a Florida limited liability company.



[Signature]  
Signature  
Carla D. Warren  
Printed Name  
Notary Public, State of Florida



Personally Known or  Produced Identification  
Type of Identification Produced

**EXHIBIT A**

**FOLIO NUMBERS**

**LEGAL DESCRIPTIONS**

30-3116-009-1020	HIALEAH HGTS PB 28-24 LOT 25 BLK 4
30-3116-009-3210	HIALEAH HEIGHTS PB 28-24 LOT 11 & N1/2 OF ALLEY ADJ THERETO BLK 13
30-3116-009-4600	HIALEAH HGTS PB 28-24 LOT 8 BLK 19