

MEMORANDUM

Agenda Item No. 11(A)(14)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute amended and restated County Deeds for two developers, Miami Dream Homes Investment Group, Inc., a Florida not-for-profit corporation and ProMetropolis Housing Development, LLC, a Florida limited liability company, to increase the maximum sales price from \$205,000.00 to the current maximum sales price authorized pursuant to Ordinance No. 21-80 for single-family homes constructed and sold to qualified households through and in accordance with the Miami-Dade Infill Housing Initiative Program, as amended; and authorizing the County Mayor to take all action necessary to exercise any and all rights set forth in such amended and restated County Deeds, and to grant each developer a one-year extension to obtain the final certificates of occupancy for each of the single family homes to be sold to qualified households through the Infill Housing Initiative Program

Resolution No. R-1063-21

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



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(14)

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
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)(14)
11-2-21

RESOLUTION NO. R-1063-21

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AMENDED AND RESTATED COUNTY DEEDS FOR TWO DEVELOPERS, MIAMI DREAM HOMES INVESTMENT GROUP, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION AND PROMETROPOLIS HOUSING DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO INCREASE THE MAXIMUM SALES PRICE FROM \$205,000.00 TO THE CURRENT MAXIMUM SALES PRICE AUTHORIZED PURSUANT TO ORDINANCE NO. 21-80 FOR SINGLE-FAMILY HOMES CONSTRUCTED AND SOLD TO QUALIFIED HOUSEHOLDS THROUGH AND IN ACCORDANCE WITH THE MIAMI-DADE INFILL HOUSING INITIATIVE PROGRAM, AS AMENDED; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEEDS, AND TO GRANT EACH DEVELOPER A ONE-YEAR EXTENSION TO OBTAIN THE FINAL CERTIFICATES OF OCCUPANCY FOR EACH OF THE SINGLE FAMILY HOMES TO BE SOLD TO QUALIFIED HOUSEHOLDS THROUGH THE INFILL HOUSING INITIATIVE PROGRAM

WHEREAS, this Board has recognized that an increase in the maximum sales price is needed to ensure that those making above 50 percent of area median income ("AMI"), but below 140 percent of AMI have a meaningful opportunity to purchase affordable homes; and

WHEREAS, in recognition of that need, this Board adopted Ordinance No. 21-80 on July 20, 2021, which raised the maximum sales price for each of the County's affordable housing programs; and

WHEREAS, Ordinance No. 21-80 authorized the retroactive application of the new maximum sales price to conveyances that had been previously made by this Board upon adoption by this Board of a resolution approving the increased maximum sales price; and

WHEREAS, this Board authorized, in accordance with Resolution Nos. R-955-19, R-1081-19, and R-257-20, the conveyance to Miami Dream Homes, Inc., a Florida not-for-profit (“Miami Dream Homes”), a total of eight County-owned properties for the purpose of constructing single family homes to be sold to qualified households in accordance with the Miami-Dade Infill Housing Initiative Program (“Infill Housing Program”); and

WHEREAS, Miami Dream Homes has requested that the County (i) grant a one-year extension to construct the homes and obtain final certificates of occupancy, and (ii) allow Miami Dream Homes to increase the sales price from \$205,000.00 to the maximum sales price authorized by Ordinance No. 21-80 for the home to be constructed on one of the four properties conveyed pursuant to Resolution No. R-1081-19, and the homes to be constructed on two of the three properties conveyed pursuant to Resolution No. R-955-19; and

WHEREAS, this Board adopted Resolution No. R-43-21, which authorized the conveyance to ProMetropolis Housing Development, LLC, a Florida limited liability company (“ProMetropolis”), five County-owned properties to be developed with housing to be sold through the Infill Housing Program or rented to qualified household; and

WHEREAS, ProMetropolis has requested that the County (i) grant a one-year extension to construct the homes and obtain final certificates of occupancy, and (ii) allow ProMetropolis to increase the sales price for such homes from \$205,000.00 to the maximum sales price authorized by Ordinance No. 21-80; and

WHEREAS, the properties that are the subject of this resolution have been conveyed within the last two years; however, like other developers conveyed County-owned property, Miami Dream Homes and ProMetropolis face the rising costs of developing the properties; and

WHEREAS, in addition to the rising costs of developing the properties, Miami Dream Homes and ProMetropolis have faced construction and other delays due to the coronavirus pandemic; and

WHEREAS, this Board desires to authorize the County deeds to be amended to allow Miami Dream Homes and ProMetropolis to take advantage of the current maximum sales price authorized by Ordinance No. 21-80, and further desires to grant a one-year extension to allow Miami Dream Homes and ProMetropolis to construct the housing and obtain the final certificates of occupancy,

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”), in substantially the form attached hereto as Attachments “A”, “B”, “C” and “D” and incorporated herein by reference, in order to increase the maximum sales price from \$205,000.00 to the current maximum sales price authorized pursuant to Ordinance No. 21- 80 for single-family homes that are constructed and sold to qualified households through and in accordance with the Infill Housing Program. Such amended deeds shall be executed for two developers, Miami Dream Homes, Inc., a Florida not-for-profit corporation for the County-owned properties conveyed pursuant to Resolution Nos. R-955-19, R-1081-19, and R-257-20; and ProMetropolis Housing Development, LLC, a Florida limited liability company, for the County-owned properties conveyed pursuant to Resolution No. R-43-21. Notwithstanding the foregoing, Miami Dream Homes is only authorized to increase the maximum sales price from \$205,000.00 to the current maximum sales price authorized by Ordinance No. 21-80 for the home to be

constructed on one of the four properties conveyed pursuant to Resolution No. R-1081-19, and the homes to be constructed on two of the three properties conveyed pursuant to Resolution No. R-955-19.

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 the 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 Record 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 the 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, deeds which convey 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 deeds from the developers, the County Mayor or the County Mayor's designee shall record such deeds in the Public Records of Miami-Dade County.

Section 4. This Board authorizes the County Mayor or the County Mayor's designee to grant each developer a one-year extension to obtain the final certificate of occupancy for each of the single-family homes to be sold to qualified households through the Infill Housing Program. The grant of such extensions shall be in the manner set forth in the amended deeds.

Section 5. This Board directs the County Mayor or the County Mayor's designee to provide copies of the recorded amended deeds to the Property Appraiser.

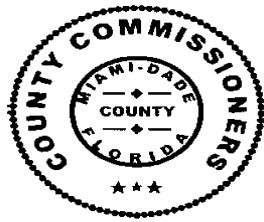
Section 6. This Board directs the County Mayor or the County Mayor’s designee to ensure that proper signage is placed on the properties described in the amended deeds identifying the County’s name and the name of the district commissioner.

Section 7. 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 Jean Monestime. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows

	Jose “Pepe” Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	absent
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of November, 2021. 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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Shannon D. Summerset-Williams", written over a horizontal line.

Shannon D. Summerset-Williams

ATTACHMENT "A"

Instrument prepared by and returned to:
Shannon D. Summerset
Assistant County Attorney
111 N.W. 1st 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 32161 Pages 1329-1335 of the Public Records of Miami-Dade County on October 23, 2020.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this ____ day of _____, 2021 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 **MIAMI DREAM HOMES INVESTMENT GROUP, INC.**, a Florida profit corporation (the "Miami Dream Homes,,), whose address is 3625 NW 82 Avenue, Suite 316, Doral, Florida 33166, 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 Miami Dream Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Miami Dream Homes, 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:

1. That the Properties shall be developed by Miami Dream Homes with affordable housing ("Dwelling Units,,), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in 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. Miami Dream Homes shall sell such Dwelling Units to 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. 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 the Properties shall be developed by October 23, 2023, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Miami Dream Homes must complete the Dwelling Units. 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 of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Miami Dream Homes must complete the Dwelling Units. 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 by October 23, 2023, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the Properties shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Miami Dream Homes fails to 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 Miami Dream Homes, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Miami Dream Homes 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,,"), Miami Dream Homes 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 Miami Dream Homes to notify these residents of the availability of homeownership opportunities.
5. That Miami Dream Homes 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 qualified homebuyers.
6. That Miami Dream Homes shall require that the qualified households

purchasing the Dwelling Units to execute and record simultaneously with the deed of conveyance from Miami Dream Homes to the qualified household the County's "Affordable Housing Restrictive Covenant,, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant,, recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period,,. The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from Miami Dream Homes 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 Miami Dream Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. Miami Dream Homes 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 Miami Dream Homes may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project 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) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns,, of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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 Project is equal to or greater than the amount of such mortgages(s), shall

constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender," shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender," shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Miami Dream Homes, or if Miami Dream Homes fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if Miami Dream Homes ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Miami Dream Homes shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Miami Dream Homes fails to remedy the default within thirty (30) 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, Miami Dream Homes 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 notice being provided by the County, regardless of the deed back to the County by Miami Dream Homes. 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. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. 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.

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 Miami Dream Homes 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:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Jose "Pepe,, Diaz, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2021.

IN WITNESS WHEREOF, the representative of **MIAMI DREAM HOMES INVESTMENT GROUP, INC.**, a Florida profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 4th day of OCTOBER, 2021, and it is hereby approved and accepted.

[Signature]
Witness/Attest
[Signature]
Witness/Attest

By: [Signature]
Name: FRANCISCO J. ABELLA
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of OCTOBER, 2021 by Francisco Abella as President, on behalf of **MIAMI DREAM HOMES INVESTMENT GROUP, INC.**, a Florida profit corporation, S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

(SEAL)



Naylet C Rodriguez
Comm #HH084126
Expires: Mar. 8, 2025
Bonded Thru Aaron Notary

[Signature]

Notary of- State of Florida

Commission Number: HH084126

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

01-3112-013-0100	LITTLE RIVER GARDENS PL BLKS 18 TO 23 INC PB6-153 LOT 3 BLK 20
------------------	--

ATTACHMENT "B"

Instrument prepared by and returned to:
Shannon D. Summerset
Assistant County Attorney
111 N.W. 1st 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 31668 Pages 3210-3216 of the Public Records of Miami-Dade County on October 29, 2019.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this ____ day of _____, 2021 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 **MIAMI DREAM HOMES INVESTMENT GROUP, INC.**, a Florida profit corporation (the "Miami Dream Homes,."), whose address is 3625 NW 82 Avenue, Suite 316, Doral, Florida 33166, 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 Miami Dream Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Miami Dream Homes, 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:

1. That the Properties shall be developed by Miami Dream Homes with affordable housing ("Dwelling Units,."), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in 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. Miami Dream Homes shall sell such Dwelling Units to 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. 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 the Properties shall be developed by October 29, 2022, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Miami Dream Homes must complete the Dwelling Units. 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 of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Miami Dream Homes must complete the Dwelling Units. 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 by October 29, 2022, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the Properties shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Miami Dream Homes fails to 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 Miami Dream Homes, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Miami Dream Homes 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."), Miami Dream Homes 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 Miami Dream Homes to notify these residents of the availability of homeownership opportunities.
5. That Miami Dream Homes 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 qualified homebuyers.
6. That Miami Dream Homes shall require that the qualified households

purchasing the Dwelling Units to execute and record simultaneously with the deed of conveyance from Miami Dream Homes to the qualified household the County's "Affordable Housing Restrictive Covenant,, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant,, recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period,,. The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from Miami Dream Homes 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 Miami Dream Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. Miami Dream Homes 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 Miami Dream Homes may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project 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) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns,, of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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 Project is equal to or greater than the amount of such mortgages(s). shall

constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender," shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender," shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Miami Dream Homes, or if Miami Dream Homes fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if Miami Dream Homes ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Miami Dream Homes shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Miami Dream Homes fails to remedy the default within thirty (30) 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, Miami Dream Homes 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 notice being provided by the County, regardless of the deed back to the County by Miami Dream Homes. 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. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. 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.

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 Miami Dream Homes 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:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Jose "Pepe", Diaz, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2021.

IN WITNESS WHEREOF, the representative of MIAMI DREAM HOMES INVESTMENT GROUP, INC., a Florida profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 4th day of OCTOBER, 2021, and it is hereby approved and accepted.

Witness/Attest

Witness/Attest

By:

Name:

Title:

FRANCISCO J. ABELLA
PRESIDENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of October, 2021 by Francisco Abella as President, on behalf of MIAMI DREAM HOMES INVESTMENT GROUP, INC., a Florida profit corporation, S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

(SEAL)



Naylet C Rodriguez
Comm #HH084126
Expires: Mar. 8, 2025
Bonded Thru Aaron Notary

Notary of- State of Florida

Commission Number: HH084126

EXHIBIT A

FOLIO NUMBERS	LEGAL DESCRIPTIONS
30-3104-005-2490	THE TROPICS ADD PB 5-91 LOT 3 BLK 33

ATTACHMENT "C"

Instrument prepared by and returned to:
Shannon D. Summerset
Assistant County Attorney
111 N.W. 1st 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 31617 Pages 535-541 of the Public Records of Miami-Dade County on September 23, 2019.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this ____ day of _____, 2021 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 **MIAMI DREAM HOMES INVESTMENT GROUP, INC.**, a Florida profit corporation (the "Miami Dream Homes,,), whose address is 3625 NW 82 Avenue, Suite 316, Doral, Florida 33166, 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 Miami Dream Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Miami Dream Homes, 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:

1. That the Properties shall be developed by Miami Dream Homes with affordable housing ("Dwelling Units,,), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in 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. Miami Dream Homes shall sell such Dwelling Units to 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. 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 the Properties shall be developed by September 23, 2022, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Miami Dream Homes must complete the Dwelling Units. 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 of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Miami Dream Homes must complete the Dwelling Units. 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 by September 23, 2022, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the Properties shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Miami Dream Homes fails to 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 Miami Dream Homes, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Miami Dream Homes 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,"), Miami Dream Homes 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 Miami Dream Homes to notify these residents of the availability of homeownership opportunities.
5. That Miami Dream Homes 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 qualified homebuyers.
6. That Miami Dream Homes shall require that the qualified households

purchasing the Dwelling Units to execute and record simultaneously with the deed of conveyance from Miami Dream Homes to the qualified household the County's "Affordable Housing Restrictive Covenant,, and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant,, recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period,,. The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from Miami Dream Homes 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 Miami Dream Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. Miami Dream Homes 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 Miami Dream Homes may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project 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) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns,, of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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 Project is equal to or greater than the amount of such mortgages(s), shall

constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender," shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender," shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Miami Dream Homes, or if Miami Dream Homes fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if Miami Dream Homes ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Miami Dream Homes shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Miami Dream Homes fails to remedy the default within thirty (30) 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, Miami Dream Homes 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 notice being provided by the County, regardless of the deed back to the County by Miami Dream Homes. 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. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. 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.

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 Miami Dream Homes 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:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Jose "Pepe,, Diaz, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2021.

IN WITNESS WHEREOF, the representative of **MIAMI DREAM HOMES INVESTMENT GROUP, INC.**, a Florida profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 4th day of OCTOBER, 2021, and it is hereby approved and accepted.

[Signature]
Witness/Attest
[Signature]
Witness/Attest

By: [Signature]
Name: FRANCISCO J ABELLA
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of October, 2021 by Francisco Abella as President, on behalf of **MIAMI DREAM HOMES INVESTMENT GROUP, INC.**, a Florida profit corporation, S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

(SEAL)



Naylet C Rodriguez
Comm #HH084126
Expires: Mar. 8, 2025
Bonded Thru Aaron Notary

[Signature]

Notary of- State of Florida

Commission Number: HH084126

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

01-3122-014-1170	17 TH AVE MANOR PB 18-43 LOTS 3 & 4 BLK 7
01-3113-030-0671	COLLEGE PARK PB 9-61 LOT 5 BLK 5

ATTACHMENT "D"

Instrument prepared by and returned to:
Shannon Summerset
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st 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 32367 Pages 612-619 of the Public Records of Miami-Dade County on February 24, 2021.

AMENDED AND RESTATED COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this _____ day of _____, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **PROMETROPOLIS HOUSING DEVELOPMENT, LLC**, a Florida limited liability company, ("ProMetropolis"), whose address is P.O. Box 613394, North Miami, Florida 33261, or 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 ProMetropolis, receipt whereof is hereby acknowledged, has granted, bargained, and sold to ProMetropolis, 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 affordable homes, ProMetropolis 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, ProMetropolis 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. 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 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 ProMetropolis and if the ProMetropolis shall cause the Properties to be developed with affordable or workforce rental housing, then ProMetropolis 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 by February 24, 2024, 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 ProMetropolis 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 ProMetropolis 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 homes 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 County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event ProMetropolis fails to sell the homes to qualified homebuyers or sells the homes above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and ProMetropolis, 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 11, 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"), ProMetropolis 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 ProMetropolis to notify these residents of the availability of homeownership opportunities.
7. That ProMetropolis 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 ProMetropolis 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 ProMetropolis 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 ProMetropolis shall pay real estate taxes and assessments on the Properties or any part thereof when due. ProMetropolis 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 ProMetropolis may encumber the Properties with:
 - a. Any mortgages in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by ProMetropolis (together, the “Improvements”) as determined by an appraiser selected by ProMetropolis; and
 - b. Any mortgage(s) in favor of any institutional lender or investor 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 selected by ProMetropolis.
 - c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the encumbrances permitted under this paragraph or any change in ownership, and shall apply to the “successors heirs and assigns” of ProMetropolis.

10. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 9(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) selected by ProMetropolis, stating the value of the Properties is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. 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.

11. If in the sole discretion of the County, (a) ProMetropolis ceases to exist prior to sale or rental of the housing contemplated herein; (b) ProMetropolis fails to rent or sell the homes within the sale or rental limits described herein; (c) ProMetropolis fails to construct the housing project contemplated herein by February 24, 2021; or (e) any other term of this Deed or deed restriction is not complied with, ProMetropolis 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 ProMetropolis 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, ProMetropolis 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 ProMetropolis. 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.
12. 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.
13. 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 ProMetropolis 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:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Jose "Pepe" Diaz, Chairman

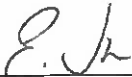
Approved for legal sufficiency:

By: _____
Shannon D. Summerset
Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2021.

IN WITNESS WHEREOF, 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 5th day of October, 2021, and it is hereby approved and accepted.


Witness/Attest

By: 
Name: Emmanuel Jeanty
Title: Manager


Witness/Attest

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of Oct, 2021 by Emmanuel Jeanty as manager, on behalf of **PROMETROPOLIS HOUSING DEVELOPMENT, LLC**, a Florida limited liability company. S/he is personally known to me or has produced a Florida Driver's License No. J530200894270 as identification.


Notary Public
State of Florida at Large

My Commission Expires:

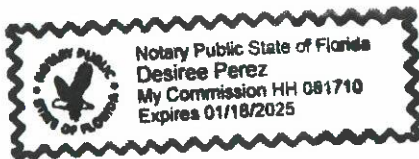


EXHIBIT A

FOLIO NUMBER	LEGAL DESCRIPTIONS
30-2123-008-0240	PALMLAND PARK PB 48-35 LOT 8 BLK 2
30-3103-014-3211	ACME GULFAIR PB 40-87 LOT 12 BLK 25
30-3116-009-1050	HIALEAH HGTS PB 28-24 LOTS 30-31-32 & W6FT OF ALLEY LYG E & ADJ BLK 4 PR ADD 5801 NW 32 AVE
30-2127-001-3030	NICHOLS GOLF ESTATES PB 50-38 LOT 27 BLK 11
30-2135-000-0260	W50FT OF E243FT OF N320FT OF E393FT OF E1/2 OF NE1/4 OF SW1/4 LESS N35FT



CFN 2022R0589155
OR BK 33304 Pgs 3212-3219 (8Pgs)
RECORDED 07/25/2022 15:39:44
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:
Shannon Summerset
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

The purpose of this Corrective County Deed ("Corrective Deed") is to correct a scrivener's error in the Amended and Restated County Deed ("Deed"), dated February 14, 2022, and recorded in the Official Records Book 33102, Pages 566-573 of the Public Records of Miami-Dade County on April 1, 2022, which includes an incorrect folio number and legal description as described in Exhibit A of such deed. This Corrective County Deed shall supersede and replace that Amended and Restated County Deed.

CORRECTIVE COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this 25 day of July, 2022 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **PROMETROPOLIS HOUSING DEVELOPMENT, LLC**, a Florida limited liability company, ("ProMetropolis"), whose address is 81 NW 205 Terrace, Miami Gardens, Florida 33169, or 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 ProMetropolis, receipt whereof is hereby acknowledged, has granted, bargained, and sold to ProMetropolis, 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 affordable homes,

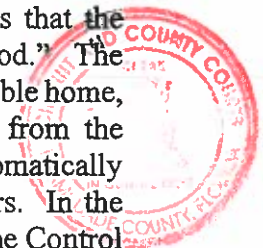
ProMetropolis shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. Further, ProMetropolis 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. 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 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 ProMetropolis and if the ProMetropolis shall cause the Properties to be developed with affordable or workforce rental housing, then ProMetropolis 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 by February 24, 2024, 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 ProMetropolis 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 ProMetropolis 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 homes 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 County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event ProMetropolis fails to sell the homes to qualified homebuyers or sells the homes above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and ProMetropolis, 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 11, 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"), ProMetropolis 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 ProMetropolis to notify these residents of the availability of homeownership opportunities.
7. That ProMetropolis 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 ProMetropolis 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 ProMetropolis 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.

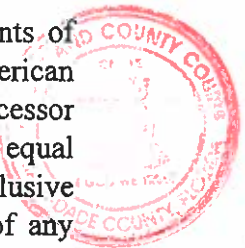


Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

9. That ProMetropolis shall pay real estate taxes and assessments on the Properties or any part thereof when due. ProMetropolis 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 ProMetropolis may encumber the Properties with:
 - a. Any mortgages in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by ProMetropolis (together, the “Improvements”) as determined by an appraiser selected by ProMetropolis; and
 - b. Any mortgage(s) in favor of any institutional lender or investor 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 selected by ProMetropolis.
 - c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the encumbrances permitted under this paragraph or any change in ownership, and shall apply to the “successors heirs and assigns” of ProMetropolis.

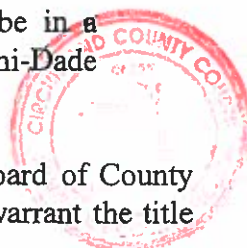
10. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 9(a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by ProMetropolis, stating the value of the Properties is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions.



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.

11. If in the sole discretion of the County, (a) ProMetropolis ceases to exist prior to sale or rental of the housing contemplated herein; (b) ProMetropolis fails to rent or sell the homes within the sale or rental limits described herein; (c) ProMetropolis fails to construct the housing project contemplated herein by February 24, 2021; or (e) any other term of this Deed or deed restriction is not complied with, ProMetropolis 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 ProMetropolis 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, ProMetropolis 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 ProMetropolis. 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.
12. 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.
13. 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 ProMetropolis 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:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

By: _____

Jose "Pepe" Diaz, Chairman



Approved for legal sufficiency:

By: _____

Terrence A. Smith

Assistant County Attorney

The foregoing was authorized by Resolution No. R-1063-21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 2nd day of November, 2021.



IN WITNESS WHEREOF, 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 30th day of June, 2021, and it is hereby approved and accepted.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]

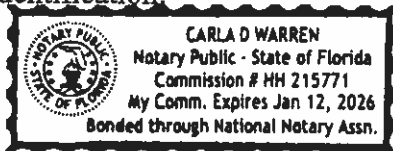
Name: Emmanuel Jeanty

Title: Manager

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of June, 2022 by Emmanuel Jeanty as Manager, on behalf of **PROMETROPOLIS HOUSING DEVELOPMENT, LLC**, a Florida limited liability company. She is personally known to me or has produced a Florida Driver's License No. _____ as identification.



[Signature]
Notary Public
State of Florida at Large

My Commission Expires: Jan, 12, 2026



EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-2123-008-0240	PALMLAND PARK PB 48-35 LOT 8 BLK 2
30-3103-014-3211	ACME GULFAIR PB 40-87 LOT 12 BLK 25
30-3116-009-1050	HIALEAH HGTS PB 28-24 LOTS 30-31-32 & W6FT OF ALLEY LYG E & ADJ BLK 4 PR ADD 5801 NW 32 AVE
30-2127-001-3030	NICHOLS GOLF ESTATES PB 50-38 LOT 27 BLK 11
30-2135-000-0260	W50FT OF E243FT OF N320FT OF E393FT OF E1/2 OF NE1/4 OF SW1/4 LESS N35FT thereof, in Section 35, Township 52 South, Range 41 East, lying and being in Miami-Dade County, Florida

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true and correct
original filed in this Office on 25th day of July, AD 2023
WITNESS my hand and Official Seal
HARVEY RUVIN, Clerk of Circuit and County Courts
By [Signature] D.C.



ERIC STRINGER #172204