

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 21, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the Chairperson or Vice-Chairperson of the Board to execute amended and restated County Deed for ProMetropolis Housing, LLC, a Florida limited liability company; authorizing an extension for the construction and sale or rental of the properties to qualified households; and authorizing the County Mayor to take all actions necessary to enforce the provisions set forth in such amended and restated County deed, and to exercise all rights contained therein

Resolution No. R-462-24

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/uw



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 21, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

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. 14(A)(1)
5-21-24

RESOLUTION NO. R-462-24

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AMENDED AND RESTATED COUNTY DEED FOR PROMETROPOLIS HOUSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AUTHORIZING AN EXTENSION FOR THE CONSTRUCTION AND SALE OR RENTAL OF THE PROPERTIES TO QUALIFIED HOUSEHOLDS; 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 DEED, AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, on January 21, 2021, this Board adopted Resolution No. R-43-21, which authorized the conveyance to ProMetropolis Housing Development, LLC, a Florida limited liability company (“ProMetropolis”) of a total of five County-owned properties, located in County Commission District 2—specifically, properties bearing Folio Nos. 30-2123-008-0240, 30-3103-014-3211, 30-3116-009-1050, 30-2127-001-3030, and 30-2135-000-0260—for the purpose of constructing housing to be sold or rented to qualified households in accordance with section 125.379, Florida Statutes and the Miami-Dade Infill Housing Initiative Program (“Infill Housing Program”), as applicable; and

WHEREAS, the conveyance required ProMetropolis to complete construction of the homes within two years of the recording of the deed of conveyance; and

WHEREAS, subsequent to the original conveyances, this Board granted ProMetropolis extensions for construction of the housing via Resolution No. R-1063-21 for all 5 lots conveyed, and an additional extension, pursuant to Resolution No. R-229-24 for the lot bearing Folio No. 30-2123-008-0240; and

WHEREAS, ProMetropolis submitted a request to the County Commissioner of District 2, requesting that the County extend the time by which construction must be completed on the remaining 4 properties which did not receive the additional extension (“Properties”) for two years from the recording of an amended and restated County deed; and

WHEREAS, as justification for the requested extension, ProMetropolis has cited the impact of the coronavirus disease 2019 pandemic on staffing and the construction industry, as the pandemic resulted in limited staff availability to process paperwork associated with the development process, as well as limited access to financiers and underwriters, leading to a standstill in production and the one-year military deployment of ProMetropolis’ principal; and

WHEREAS, ProMetropolis has advised that they have made significant progress towards completion—with all required plans having been submitted; and

WHEREAS, this Board desires to grant ProMetropolis a single two-year extension to construct the units and obtain final certificates of occupancy for 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 to take all actions necessary to effectuate the execution of an Amended and Restated County Deed (the “amended deed”), in substantially the form attached hereto as Attachment “A”, and incorporated herein by reference, in order to grant ProMetropolis a single two-year extension from the recording of the amended deed, to construct the units and obtain final certificates of occupancy for the Properties--specifically, the four properties bearing Folio Nos. 30-3103-014-3211, 30-3116-009-1050, 30-2127-001-3030, and 30-2135-000-0260.

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 deed, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including, but not limited to, 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 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 County Mayor's designee to receive on behalf of the County from ProMetropolis, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed(s) which conveys any or all of the properties back to the County in the event ProMetropolis is unable or fails to comply with the deed restrictions set forth in the deed. Upon the receipt of a deed(s) from ProMetropolis the County Mayor or County Mayor's designee shall record such deed(s) in the Public Records of Miami-Dade County.

Section 4. This Board authorizes County Mayor or County Mayor's designee to take all actions necessary to effectuate the amended deed, and to exercise all rights conferred therein.

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

Section 6. This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on the Properties 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 other documents 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 **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of May, 2024. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "SDW", is written over a horizontal line.

Shannon D. Summerset-Williams

Instrument prepared by and returned to:
Shannon Summerset-Williams
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 Corrective County Deed recorded in Official Record Book 33304 Pages 3212-3219 of the Public Records of Miami-Dade County on July 25, 2022, the Amended and Restated County Deed recorded in Official Record Book 33102 Pages 566-573 of the Public Records of Miami-Dade County on April 1, 2022, and the County Deed recorded in Official Record Book 32367 Pages 612-619 of the Public Records of Miami-Dade County on February 24, 2021 as to the four properties bearing Folios No. 30-3103-014-3211, 30-3116-009-1050, 30-2127-001-3030, and 30-2135-000-0260 only.

AMENDED AND RESTATED COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this _____ day of _____, 2024 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 4952 NW 7th Avenue, Miami, Florida 33127, 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 within two (2) years of the recording of this Deed, 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 within two (2) years of the recording of this Deed; 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 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: _____
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset-Williams
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 _____, 2024.

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 15 day of MAY, 2024, and it is hereby approved and accepted.

K. Young
Witness/Attest
Printed Name: Kamilah Young
Address: 3470 Foxcroft Rd
mirimar, FL 33025

By: E. J. Or
Name: Emmanuel Jearity
Title: managing member
Address: P.O. Box 613394
N. Miami, FL 33261

[Signature]
Witness/Attest
Printed Name: Desire Perez
Address: 935 Cordoba St NW, FL 33514

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of May, 2024 by Emmanuel Jearity 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. _____ as identification.

Carla D. Warren
Notary Public
State of Florida at Large

My Commission Expires: Jan. 12, 2026

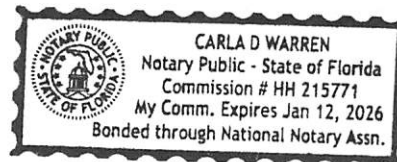


EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTION

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 2025R0175214
OR BK 34649 Pgs 3007-3014 (8Pgs)
RECORDED 03/07/2025 12:46:04
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Instrument prepared by and returned to:
Terrence A. Smith
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 Quit-Claim Deed recorded in Official Record Book 33537 Pages 1917-1918 of the Public Records of Miami-Dade County on January 10, 2023, the Warranty Deed recorded in Official Record Book 33472 Page 2870 of the Public Records of Miami-Dade County on November 18, 2022, as to Folio No. 30-3103-014-3211 only, the Corrective County Deed recorded in Official Record Book 33304 Pages 3212-3219 of the Public Records of Miami-Dade County on July 25, 2022, the Amended and Restated County Deed recorded in Official Record Book 33102 Pages 566-573 of the Public Records of Miami-Dade County on April 1, 2022, and the County Deed recorded in Official Record Book 32367 Pages 612-619 of the Public Records of Miami-Dade County on February 24, 2021 as to the four properties bearing Folios No. 30-3103-014-3211, 30-3116-009-1050, 30-2127-001-3030, and 30-2135-000-0260 only.

AMENDED AND RESTATED COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this 10th day of February, 2025 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 4952 NW 7th Avenue, Miami, Florida 33127, 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 within two (2) years of the recording of this Deed, 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 within two (2) years of the recording of this Deed; 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 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 of the Court and Comptroller

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: Eva Osorio
(Deputy Clerk Signature)

By: Anthony Rodriguez
Anthony Rodriguez, Chairman

Print Name: Eva Osorio - e405757

Date: 2/10/2025



Approved for legal sufficiency:

By: Terrence A. Smith
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-462-24 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 21st day of May, 2024.



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 29th day of November, 2024, and it is hereby approved and accepted.

Witness/Attest

Printed Name:

Address:

Desiree Perez
2460 NW 185 Terr.
Miami Gardens, FL
33056

By:

Name:

Title:

Address:

Emmanuel Jeanty
Manager
35 NW 161st St
Miami, FL 33169

Witness/Attest

Printed Name:

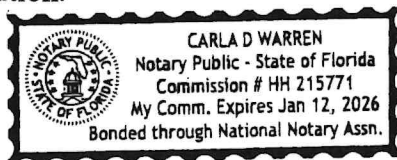
Address:

Kamillah Young
3470 Foxcroft Rd #201
Miramar, FL 33025

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of November, 2024 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.



Carla D. Warren
Notary Public
State of Florida at Large

My Commission Expires: Jan. 12, 2026



EXHIBIT "A"

FOLIO NUMBER	LEGAL DESCRIPTION
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

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office 03/07 AD, 2025
JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County
Deputy Clerk JF e407145

