

MEMORANDUM

Agenda Item No. 11(A)(8)

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

DATE: June 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving First Amendment to restrictive covenant between County and City of Miami for property owned by YWCA-MG Holdings LLC ("YWCA Subsidiary"), a wholly owned subsidiary of YWCA of Greater Miami-Dade, Inc. ("YWCA"), and identified by Folio(s) 01-0106-070-2010, 01-0106-070-2020, and 01-0106-070-2060 located at 351 NW 5th Street, 519 NW 4th Avenue, and 335 NW 5th Street ("properties"), respectively, to allow for development of a mixed-income affordable housing development; authorizing County Mayor to execute same and exercise all provisions contained therein

Resolution No. R-564-25

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


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM (Revised)

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

DATE: June 3, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(8)

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 ____, majority plus one ____, 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) ____, 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)(8)
6-3-25

RESOLUTION NO. R-564-25

RESOLUTION APPROVING FIRST AMENDMENT TO RESTRICTIVE COVENANT BETWEEN COUNTY AND CITY OF MIAMI FOR PROPERTY OWNED BY YWCA-MG HOLDINGS LLC ("YWCA SUBSIDIARY"), A WHOLLY OWNED SUBSIDIARY OF YWCA OF GREATER MIAMI-DADE, INC. ("YWCA"), AND IDENTIFIED BY FOLIO(S) 01-0106-070-2010, 01-0106-070-2020, AND 01-0106-070-2060 LOCATED AT 351 NW 5TH STREET, 519 NW 4TH AVENUE, AND 335 NW 5TH STREET ("PROPERTIES"), RESPECTIVELY, TO ALLOW FOR DEVELOPMENT OF A MIXED-INCOME AFFORDABLE HOUSING DEVELOPMENT; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, pursuant to a Quitclaim Deed recorded March 15, 1991 at Official Records Book 14938, Page 1719, the City of Miami (the "City") conveyed to the County three parcels of property located at 351 NW 5th Street, 519 NW 4th Avenue, and 335 NW 5th Street (the "Prior City Land"); and

WHEREAS, the City conveyed the Prior City Land for the express purpose of leasing said Prior City Land to the YWCA of Greater Miami-Dade, Inc. ("YWCA") in accordance with the restrictions and reverter more particularly described in the deed; and

WHEREAS, the County complied with the deed and leased the Prior City Land to the YWCA which built the Martha Sutton Weeks Women's Center and has occupied the Prior City Land since then; and

WHEREAS, following an application to the County by the YWCA, a Florida not-for-profit corporation, for the conveyance of the Prior City Land, the County approved the conveyance of same to the YWCA-MG Holdings, LLC ("YWCA Subsidiary"), a Florida tax-exempt entity with the YWCA as its sole member, pursuant to Resolution No. R-1340-19; and

WHEREAS, the YWCA also requested from the County and the City, and the County and the City approved, the release of the deed restrictions to allow the conveyance of the Prior City Land to the YWCA, with a small portion carved out to be conveyed to the Florida Department of Transportation for roadway and sidewalk improvements and to instead record a declaration of restrictive covenants (the “Covenant”); and

WHEREAS, the Covenant, attached hereto as Exhibit “A”, requires the Prior City Land to be used by the YWCA for its mission to eliminate racism, empower women, and promote peace, justice, freedom and dignity for all by providing services, programs, and affordable/low income housing for women, teens, children, seniors and families, and to aiding and supporting other organizations operated exclusively for charitable or educational purposes (“Intended Purposes”); and

WHEREAS, the YWCA Subsidiary has requested modifications to the Covenant to also allow for a mixed-used, mixed-income multi-family housing development of which 100 percent of all residential units are rented to tenants whose incomes are at or below 120 percent of the area median income, adjusted for household size, as such term is defined and determined by the U.S. Department of Housing and Urban Development, and limited, associated office and retail space to serve the residential tenants; and

WHEREAS, the First Amendment to the Covenant between the County and City, attached hereto as Exhibit “B” (“Covenant Amendment”), provides for the modifications requested by the YWCA Subsidiary along with additional notice provisions for any defaults of the Covenant; and

WHEREAS, in January 2025, the City provided written confirmation that the Covenant Amendment was acceptable to the City and was consistent with the authorization provided by the City Commission; and

WHEREAS, this Board desires to approve the Covenant Amendment to allow for the development of much needed affordable housing in our community,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board approves the Covenant Amendment between the County and the City, with the YWCA Subsidiary executing a joinder thereto, in substantially the form attached hereto as Exhibit “B” and authorizes the County Mayor or County Mayor’s designee to execute same and enforce all provisions contained therein. A copy of the executed and recorded Covenant Amendment shall be filed along with this resolution by the Clerk of the Board.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of June, 2025. 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 read "MRP", is written over a horizontal line.

Monica Rizo Perez



CFN 20190802965
OR BK 31745 Pgs 1020-1038 (19Pgs)
RECORDED 12/27/2019 15:50:19
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By
and Return, After Recordation, To:
Victoria Méndez, City Attorney
OFFICE OF THE CITY ATTORNEY
City of Miami, Florida
444 S.W. 2 Avenue, 9th Floor
Miami, Florida 33130-1910

Folio: 01-0106-070-2010
01-0106-070-2020
01-0106-070-2060

(Space Above for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANTS

RUNNING WITH THE LAND ("DECLARATION")

This Declaration of Restrictive Covenants ("Covenant"), made this day 27th of December, 2019, by Miami-Dade County, Florida, a political subdivision of the State of Florida, having offices at 111 NW 1st Street, Suite 2460, Miami, Florida 33128 (the "County"), and the City of Miami, Florida, a municipality of the State of Florida (the "City").

WITNESSETH:

WHEREAS, pursuant to the Quitclaim Deed ("Deed") recorded March 15, 1991 in Official Records Book 14938, Page 1719, the City conveyed to the County the property legally described in the attached Exhibit "A" (the "Original Property"); and

WHEREAS, the City conveyed the Original Property for the expressed purpose of enabling the County to lease said Original Property to the YWCA of Greater Miami-Dade, Inc. ("YWCA") in accordance with the restrictions and reverters more particularly described in the Deed; and

WHEREAS, the County complied with the Deed and leased the Original Property to the YWCA which built the Martha Sutton Weeks Women's Center and has occupied the Original Property since then; and

WHEREAS, the County received a request from the Florida Department of Transportation ("FDOT") to donate a certain portion of the Original Property legally described in the attached Exhibit "B", (hereinafter, the "Parcel"), for roadway and sidewalk improvements of State Road 925, also known as, NW 3rd Court ("Roadway Project"); and

WHEREAS, the City fully released and canceled the restrictions contained in the Deed with respect to the Parcel, pursuant to the Release of Deed Restriction, recorded May 23, 2019 in Official Records Book 31455, Page 606, and the County conveyed the Parcel to the FDOT to enable the proposed Roadway Project; and

WHEREAS, the City received a request from the County and the YWCA to release the Deed restrictions, and to enter into a Covenant Running with the Land ("Covenant") to be placed upon the Original Property which allows for the County's conveyance of the Original Property, minus the Parcel conveyed to FDOT, to the YWCA's wholly owned subsidiary, YWCA-MG HOLDINGS, LLC ("YWCA Subsidiary"); and

WHEREAS, the City reiterates its full support of the YWCA's mission, dedicated to eliminating racism, empowering women and promoting peace, justice, freedom and dignity for

all by providing services, programs, and affordable/low income housing for women, teens, children, seniors, and families, and to aiding and supporting other organizations operated exclusively for charitable or educational purposes ("Intended Purposes"); and

WHEREAS, the City and the County agree that the Parcel conveyed to FDOT will not be encumbered by the Covenant described herein; and

WHEREAS, the City and the County hereby agree to enter into this Covenant as a condition precedent to the conveyance of the remaining portion of the Original Property minus the Parcel as more specifically described in the attached Exhibit "C" (and hereinafter referred to as the "Property") from the County to the YWCA Subsidiary; and

WHEREAS, if the Property ceases to be used by the YWCA or YWCA Subsidiary for the Intended Purposes or the YWCA or YWCA Subsidiary attempts to convey the Property to any entity, all property rights shall automatically revert to the City without the necessity of further action or proceeding; and

The County agrees that this will be a covenant running with the land and binding upon the owner of the Property, its successors in interest and assigns, as follows:

1. Recitals. The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.
2. Release. The City hereby fully releases and cancels the restrictions contained in the Deed.
3. Restrictive Covenant. The County and the City have agreed that upon the County's conveyance of the Property to the YWCA Subsidiary, if the Property ceases to be used by the YWCA or YWCA Subsidiary for the Intended Purposes or the YWCA or YWCA

Subsidiary attempts to convey the Property to any entity, all fee simple property rights shall automatically revert to the City without the necessity of further action or proceeding. The City and the County further agree that the Parcel requested by FDOT for the Roadway Project will not be encumbered by this Covenant.

4. Effective Date. This declaration shall constitute a covenant running with the title to the Property and be binding upon the County, its successors in interest, and its assigns. These restrictions shall be for the benefit of, and a limitation upon, all present and future owners of the Property and for the public welfare, except as otherwise expressly indicated herein.

5. Term of Covenant. This Declaration shall remain in full force and effect and shall be binding upon the County, its successors in interest, and assigns, specifically including the YWCA and YWCA Subsidiary, for an initial period of thirty (30) years from the date of this Declaration and shall be automatically extended for periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.

6. Inspection and Enforcement. It is understood and agreed that any official inspector of the City of Miami may have the right at any time during normal working hours of the City of Miami's inspector to enter upon the Property for the purpose of investigating the use of the Property, and for determining whether the conditions of this Declaration. An action to enforce the terms and conditions of this Declaration may be brought by the City and may be by action at law or in equity against any party or person violating or attempting to violate any covenants of this Declaration. This enforcement provision shall be in addition to any other remedies available under the law.

7. Amendment, Modification, Release. This Declaration may be amended, modified or released as to any portion or all of the Property only after occurrence of a public hearing before the City Commission to be applied for and all costs paid for by the County, its successors in interest, or assigns. Any amendment, modification, or release approved by the City Commission shall be executed by the City Manager, his successor, or designee, and be in a form acceptable to the City Attorney.

4. Severability. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of this Covenant, which shall remain in full force and effect.

5. Recording. This Covenant shall be filed of record among the Public Records of Miami-Dade County, Florida, at the cost of the County. The County shall furnish a copy of the recorded Covenant to the City Department Real Estate and Asset Management within thirty (30) days of recordation.

10. No Vested Rights. Nothing in this Declaration shall be construed to create any vested rights whatsoever to the owner, its successors and assigns.

SIGNATURE PAGES TO FOLLOW

Signed, witnessed, executed and acknowledged on this 27 day of December, 2019.

ATTEST:

THE CITY OF MIAMI, A MUNICIPAL
CORPORATION OF THE STATE OF
FLORIDA

By: [Signature]
for Todd B. Hannon
City Clerk

By: [Signature]
Emilio T. Gonzalez, Ph.D.
City Manager

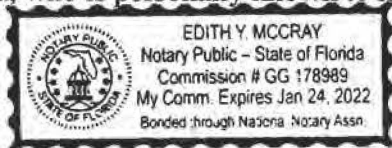
APPROVED AS TO LEGAL
FORM AND CORRECTNESS

By: [Signature]
Victoria Méndez VEA
City Attorney
19-1265K

Acknowledgement

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27 day of December, 2019 by Emilio T. Gonzalez as City Manager of CITY OF MIAMI, a municipal corporation of the State of Florida, who is personally known to me or has produced a driver's license as identification.



[Signature]
Notary Public Edith Y. McCray
Print Name: Edith Y. McCray
Commission No.: 178989

The foregoing was authorized and approved pursuant to Resolution No. R-19-0311 of the City Commission of the City of Miami, Miami-Dade County, Florida, passed and adopted on the 25th day of July, 2019. A copy which is attached hereto as Exhibit "D".

Signed, witnessed, executed and acknowledged on this 27 day of Dec., 20 19.

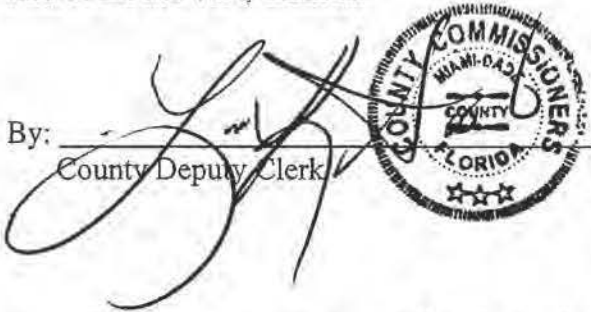
ATTEST:

HARVEY RUVIN, CLERK

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

By:

County Deputy Clerk



By:

County Mayor

for Lana C. Smith

Approved for legal sufficiency: [Signature]

Assistant County Attorney

Acknowledgement

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27 day of Dec., 20 19 by Carlos A. Gimenez as the Mayor of MIAMI-DADE COUNTY, a political subdivision of the State of Florida, who is personally known to me or has produced a driver's license as identification.

ORLAIDA BELLO-HERMIDA
Notary Public - State of Florida
Commission # GG 208295
My Comm. Expires Aug 13, 2022
Print Name: Orlaida Bello-Hermida
Commission No.: GG 208295

The foregoing was authorized and approved by Resolution No. R-1340-19 of the Board of County Commissioners of Miami-Dade County, Florida, on the 3rd day of December, 2019.

YWCA ACKNOWLEDGMENT:

By: 
Kerry-Ann Royes
CEO
YWCA of Greater Miami, Inc.

Exhibit "A"
Original Property
Legal Description

Lots 11 through 15 inclusive in Block 67-N of A.L. KNOWLTON'S MAP OF MIAMI, according to the plat thereof recorded in Plat Book B at Page 41 of the Public Records of Dade County Florida, less the South 10.00 feet of said Lots 11 through 15

AND

Lot 16 in said Block 67-N, less that portion thereof acquired by the State Road Department of Florida.

Exhibit "B"
Parcel
Sketch & Legal Description

EXHIBIT "B"

PARCEL 101

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings shown hereon are relative to the Baseline along State Road 925 / N.W. 3rd Avenue between N.W. 5th Street and N.W. 6th Street, based on PROJECT CONTROL SHEET (P.N.C.) for State Road 925, Dated: 07/26/2016, having a bearing of N02°15'59"W.
- Stations and Offsets are relative to the Survey Baseline of N.W. 3rd Court.
- Bearings and distances are calculated unless noted.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- This site was not abstracted for easements or Right-of-Ways of record.
- This document consists of three (3) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
- Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

REFERENCES:

- (*) Municipal Atlas City of Miami (368)
- (*) Florida Department of Transportation Right-of-Way Map for State Road 9, Section 87270-2426, Dated: 07/15/1965, and recorded in Road Plat Book 83, at Page 21, of the Public Records of Miami-Dade County, Florida.

LEGEND:

- B - Baseline
- C - Centerline
- M - City of Miami
- Monument Line
- 101 - Parcel Identification Number
- EXIST. - Existing
- F.D.O.T. - Florida Department of Transportation
- F.P. - Financial Project
- LT - Left
- NO. - Number
- P.B. - Plat Book
- PG. - Page
- P.I. - Point of Intersection
- RGE. - Range
- RT - Right
- R/W - Right-of-Way
- SEC. - Section
- STA. - Station
- TWP. - Township
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- (P) - Plat
- D.B. - Deed Book
- S.R. - State Road

INDEX	
SHEET No.	SHEET DESCRIPTION
1	COVER
2	LEGAL DESCRIPTION
3	PARCEL DETAIL


X. NEGRIN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6987

DATE: 07/28/16

B.E.C. 03-85929
DWG# 2271-SS-09

FLORIDA DEPARTMENT OF TRANSPORTATION											
SKETCH TO ACCOMPANY LEGAL DESCRIPTION											
STATE ROAD NO. 925					MIAMI-DADE COUNTY						
LEGAL DESCRIPTION		LV		08/07/18		DRAWN		I.G.		11/08/17	
DIVISION		BY		DATE		CHECKED		X.N.		11/10/17	
PREPARED BY: DEANNE L. HENRY, MAP CORP. INC. 1350 N.W. 10TH AVE., SUITE 1000, MIAMI, FL 33136 TEL. 305.584.1411 FAX 305.584.1412						DATA SOURCE: SEE GENERAL NOTES		F.P. NO. N/A		SECTION 87040-102	
SHEET 1 OF 3											

MDC016

EXHIBIT "B"

LEGAL DESCRIPTION PARCEL 101:

A portion of Lot 16, Block 67N, as shown on MAP OF MIAMI DADE CO. FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the centerline of 7th Street (now known as NW 5th Street) with the centerline of State Road 925 / NW 3rd Court, as shown on Florida Department of Transportation District VI Right-of-Way Map for State Road 925 / NW 3rd Court, Section: 87040-102, Dated: 01/04/2017, prepared by Biscayne Engineering Company, Inc.; THENCE South 87°44'01" West, perpendicular to the Baseline of Survey for said State Road 925, a distance of 5.00 feet; THENCE North 02°15'59" West, along said Baseline of Survey, a distance of 35.03 feet; THENCE South 87°44'01" West, at right angles to the last described course, a distance of 31.00 feet to the POINT OF BEGINNING; THENCE South 87°46'57" West along the northerly existing Right-of-Way line of said NW 5th Street, said line being coincident with the easterly projection the north line of those lands described in Deed Book 947, at Page 426, of the Public Records of Miami-Dade County, Florida, a distance of 21.17 feet to a point on a circular curve concave to the Northwest and having a radius of 23.00 feet and a tangent bearing of North 83°04'25" East; THENCE Northeasterly and Northerly along the arc of said circular curve through a central angle of 85°25'26" for an arc distance of 34.29 feet; THENCE North 02°21'01" West, a distance of 11.69 feet to a point on a circular curve concave to the West and having a radius of 3,788.72 feet and a tangent bearing of South 02°33'54" East; THENCE along the westerly existing Right-of-Way line of said State Road 925, as shown on Florida Department of Transportation District VI Right-of-Way Map for State Road 9, Section: 87270-2426, Dated: 07/15/1965, and recorded in Road Plat Book 83, at Page 21, of the Public Records of Miami-Dade County, Florida, for the following two (2) courses: (1) Southerly along the arc of said circular curve through a central angle of 00°17'55" for an arc distance of 19.75 feet; (2) THENCE South 02°15'59" East, a distance of 14.91 feet to the POINT OF BEGINNING.

All of the foregoing lying in Section 37, James Hagan Donation, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Containing 113 square feet, more or less.

THIS IS NOT
A SURVEY

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
				STATE ROAD NO. 925		MIAMI-DADE COUNTY	
				BT	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, INC. 315 W. 142ND STREET MIAMI, FLORIDA 33186 TEL. 305 324 7471 LERO	DATA SOURCE: SEE GENERAL NOTES
LEGAL DESCRIPTION	E.V.	09/27/16	DRAWN	E.G.	11/08/17	F.P. NO. N/A	SECTION 87040-102
REVISION	BY	DATE	CHECKED	X.N.	11/08/17	SHEET 2 OF 3	

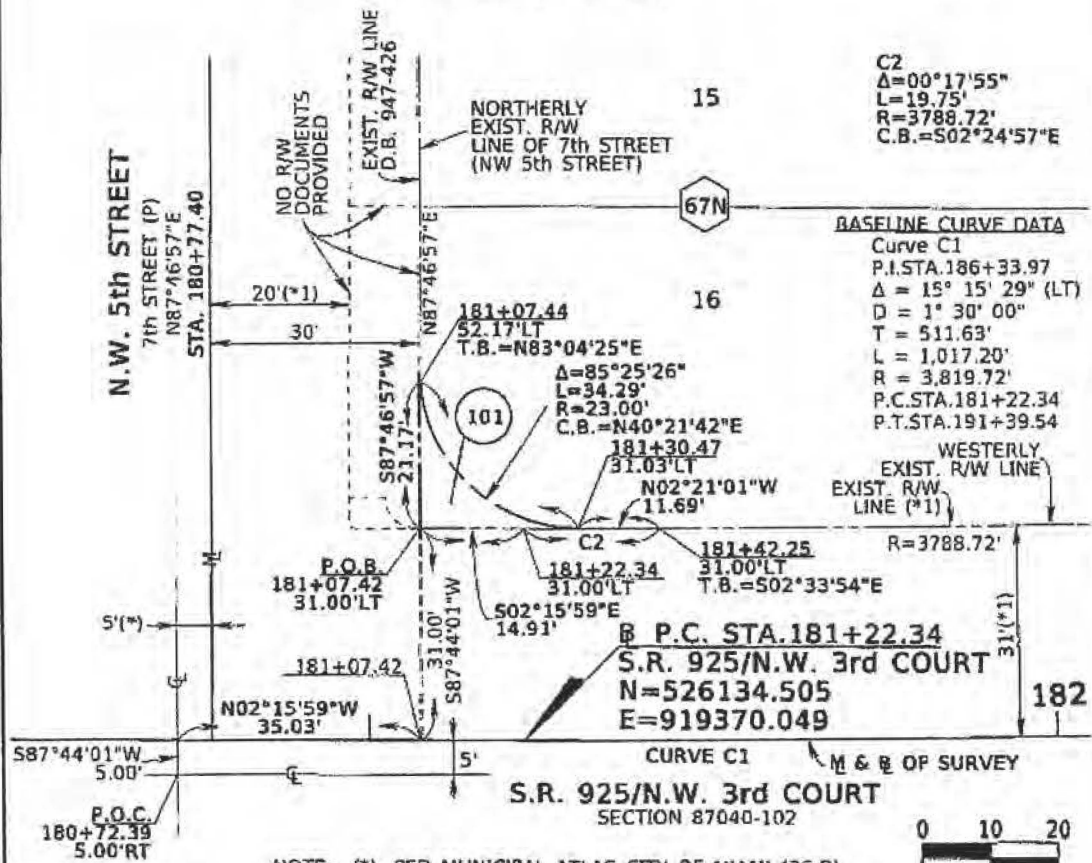
MDC017

DETAIL "B"

SEC. 37 (JAMES HAGAN DONATION),
TWP. 54, RGE. 41 E.

CITY OF MIAMI, MIAMI-DADE COUNTY, FL.
SECTION 37 (JAMES HAGAN DONATION), TOWNSHIP 54 S., RANGE 41 E.

MAP OF MIAMI DADE CO. FLA.
(P.B. B, PG. 41)



NOTE: (*)- PER MUNICIPAL ATLAS CITY OF MIAMI (36-B)
(*1)- PER F.D.O.T. R/W MAP SEC. 87270-2426

0 10 20
Scale: 1" = 20'

THIS IS NOT
A SURVEY

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
101	MIAMI-DADE COUNTY GSA R/E MGMT	113 SQ.FT.		

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 925

MIAMI-DADE COUNTY

LEGAL DESCRIPTION	REVISED	DATE	DRAWN	I.Q.	DATE	PREPARED BY	DATE	DATA SOURCE
						SECAPLE ENGINEERING COMPANY, INC.		SEC GENERAL NOTES
						200 W. FLAGLER ST. #2043 MIAMI, FLORIDA 33130 TEL. 305-324-1637 (R3179)		
						F.P. NO. N/A		

SECTION 87040-102

SHEET 3 OF 3

MDC018

Exhibit "C"
Property
Legal Description

EXHIBIT "C"

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings shown hereon are relative to the Baseline along State Road 925 / N.W. 3rd Avenue between N.W. 5th Street and N.W. 6th Street, based on PROJECT CONTROL SHEET (P.N.C.) for State Road 925, Dated: 07/26/2016, having a bearing of N02°15'59"W.
- Stations and Offsets are relative to the Survey Baseline of N.W. 3rd Court.
- Bearings and distances are calculated unless noted.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- No Title Search was provided and / or reviewed by Biscayne Engineering Company, Inc.
- This site was not abstracted for easements or Right-of-Ways of record.
- This document consists of three (3) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
- Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.
- This sketch to accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers, Referenced in Rule 5J-17 Florida Administrative code pursuant to Section 472.027, Florida Statutes.

REFERENCES:

- (*) Municipal Atlas City of Miami (368)
- (*) Florida Department of Transportation Right-of-Way Map for State Road 9, Section 87270-2426, Dated: 07/15/1965, and recorded in Road Plat Book 83, at Page 21, of the Public Records of Miami-Dade County, Florida.

LEGEND:

B - Baseline
 C - Centerline
 M - City of Miami
 Monument Line
 EXIST. - Existing
 F.D.O.T. - Florida Department of Transportation
 F.P. - Financial Project
 LT - Left
 NO. - Number
 P.B. - Plat Book
 PG. - Page
 P.I. - Point of Intersection
 RGE. - Range
 RT - Right
 R/W - Right-of-Way
 SEC. - Section
 STA. - Station
 TWP. - Township
 P.O.B. - Point of Beginning
 P.O.C. - Point of Commencement
 (P)- Plat
 D.B. - Deed Book
 S.R. - State Road

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1	COVER
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BISCAYNE ENGINEERING COMPANY, INC.
 529 W. FLAGLER ST, MIAMI, FL 33130
 TEL. (305) 324-7671
 STATE DEPARTMENT OF AGRICULTURE
 CERTIFICATE OF AUTHORIZATION L8129


 DATE: 10/26/18
 X. NEGRIN, PSM, FOR THE FIRM
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. 6987

B.E.C. 03-85929
 DWG# 2291-SS-06

FLORIDA DEPARTMENT OF TRANSPORTATION			
SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
STATE ROAD NO. 925		MIAMI-DADE COUNTY	
BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, INC. 529 W. FLAGLER ST. MIAMI, FL 33130 TEL. (305) 324-7671 STATE DEPT. OF AGRIC. AUTH. L8129	DATA SOURCE: SEE GENERAL NOTES
DRAWN	I.V.	09/26/18	
CHECKED	K.N.	10/02/18	
F.P. NO. N/A		SECTION 87040-102	SHEET 1 OF 3

EXHIBIT "C"

LEGAL DESCRIPTION:

A portion of Lots 11, 12, 13, 14, 15, and 16, Block 67N, MAP OF MIAMI DADE CO. FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the centerline of 7th Street (now known as NW 5th Street) with the centerline of State Road 925 / NW 3rd Court, as shown on Florida Department of Transportation District VI Right-of-Way Map for State Road 925 / NW 3rd Court, Section: 87040-102, Dated: 01/04/2017, prepared by Biscayne Engineering Company, Inc.; THENCE South 87°46'57" West, along said centerline of NW 5th Street, a distance of 332.64 feet; THENCE North 02°13'03" West at right angles to the last described course, a distance of 35.00 feet to the Southwest corner of said Lot 11, Block 67N and the POINT OF BEGINNING; THENCE North 02°16'10" West, along the Westerly line of said Lot 11, also being the Easterly Right of Way line of NW 4th Avenue as shown on said Plat Book B at Page 41, a distance of 140.03 feet to the Northwest corner of said Lot 11; THENCE North 87°48'04" East, along the Northerly line of said Lots 11, 12, 13, 14, 15, and 16, a distance of 294.55 feet to the point of intersection with the Westerly Right of Way line of said State Road 925 / NW 3rd Court, being a circular curve concave to the Southwest having as its elements a radius of 3,788.72 feet, a tangent bearing of South 04°09'27" East, a central angle of 01°35'33", and a chord bearing of South 03°21'40" East; THENCE Southerly, along the arc of said circular curve and along said Westerly Right of Way line of said State Road 925 / NW 3rd Court for an arc distance of 105.30 feet to the point of non-tangency; THENCE South 02°21'01" East, a distance of 11.69 feet to the point of curvature of a circular curve concave to the Northwest, having as its elements a radius of 23.00 feet, a central angle of 85°25'26", and a chord bearing of South 40°21'42" West; THENCE Southwesterly, along the arc of said circular curve for an arc distance of 34.29 feet to the point of non-tangency; THENCE South 87°46'57" West, along a line lying 10.00 feet Northerly of as measured at right angles to the Southerly line of said Lots 11, 12, 13, 14, 15, and 16, a distance of 275.44 feet to the POINT OF BEGINNING.

All of the foregoing lying in Section 37, James Hagan Donation, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida and containing an area of 41,321 square feet (or 0.949 acres) more or less.

THIS IS NOT
A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH TO ACCOMPANY LEGAL DESCRIPTION									
STATE ROAD NO. 925						MIAMI-DADE COUNTY			
DRAWN		BY		DATE		PREPARED BY		DATA SOURCE	
10/02/18		X.N.		10/02/18		BISCAYNE ENGINEERING COMPANY, INC. 2711 W. FLORIDA AVENUE SUITE 304 MIAMI, FL 33135 TEL: 305-364-1873 FAX: 305-364-1877		SEE GENERAL NOTES	
F.P. NO. N/A		SECTION 87040-102				SHEET 2 OF 3			

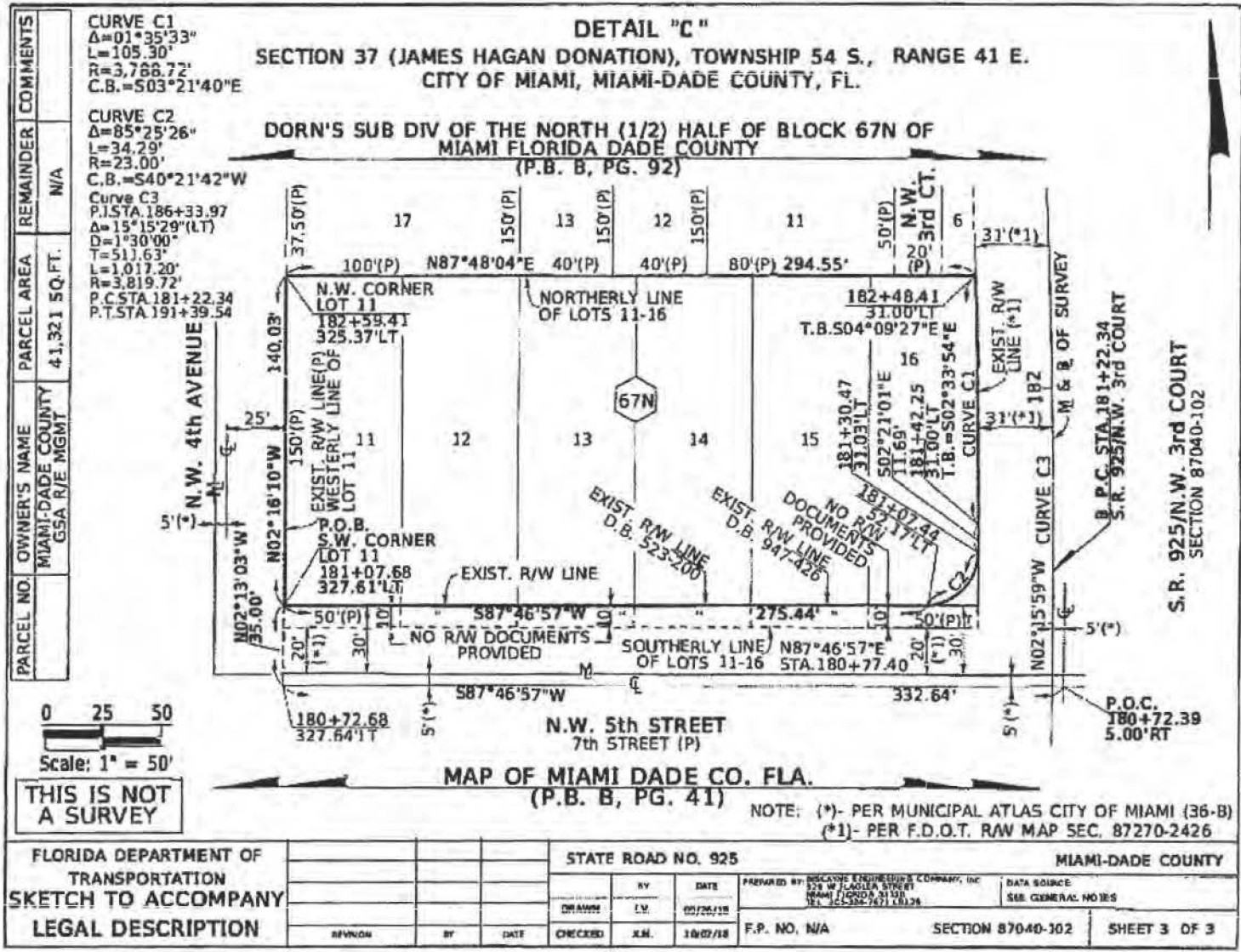


Exhibit "D"
City of Miami
Certified Resolution



Exhibit "D"
City of Miami
Certified Copy

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 5926

Enactment Number: R-19-0311

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENTS, BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE CITY MANAGER'S FINDINGS, ATTACHED AND INCORPORATED AS EXHIBIT "A," THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS FOR THE CITY OF MIAMI ("CITY") PURSUANT TO SECTION 29-B(A) OF THE CHARTER OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AND SECTION 18-182(C) OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED; WAIVING THE REQUIREMENTS FOR SAID PROCEDURES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND ("COVENANT"), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, MODIFYING THE DECLARATION OF RESTRICTIVE COVENANTS ORIGINALLY APPROVED PURSUANT TO RESOLUTION NO. 18-0497 TO ALLOW MIAMI-DADE COUNTY ("COUNTY") TO CONVEY A CERTAIN PORTION OF THE PROPERTY IDENTIFIED AS FOLIO NOS. 01-0106-070-2010, 01-0106-070-2020, AND 01-0106-070-2060, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "D," ATTACHED AND INCORPORATED ("REMAINING PROPERTY"), TO YWCA-MG HOLDINGS, LLC ("YWCA SUBSIDIARY"); FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS, INCLUDING AMENDMENTS AND MODIFICATIONS, ALL IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AS MAY BE NECESSARY FOR THE PURPOSES STATED HEREIN.

WHEREAS, pursuant to the Quitclaim Deed ("Deed") recorded March 15, 1991 at Official Records Book 14938, Page 1719, the City of Miami ("City") conveyed to Miami-Dade County ("County") the property legally described in Exhibit "B," attached and incorporated ("Original Property"); and

WHEREAS, the City conveyed the Original Property to the County for the purpose of the County leasing said Original Property to the YWCA of Greater Miami-Dade, Inc., a Florida not for profit corporation ("YWCA"), in accordance with restrictions and reverts as more particularly described in the Deed; and

WHEREAS, the County complied with the Deed and leased the Original Property to the YWCA, which built the Martha Sutton Weeks Women's Center and has occupied the Original Property since such conveyance; and

WHEREAS, the City received a request from the County and the YWCA to release the Deed restrictions to allow the conveyance of the Original Property, to the YWCA; and

WHEREAS, the County also received a request from the Florida Department of Transportation ("FDOT") to donate a certain portion of the Original Property, as legally

described in Exhibit "C" ("Parcel"), for roadway and sidewalk improvements of State Road 925, also known as Northwest 3rd Court ("Roadway Project"); and

WHEREAS, the City reiterates its full support of the YWCA's mission, dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all by providing services, programs, and affordable/low income housing for women, teens, children, seniors, and families and to aiding and supporting other organizations operated exclusively for charitable or educational purposes ("Intended Purposes"); and

WHEREAS, pursuant to Resolution No. 18-0497 adopted on November 15, 2018, the City Commission authorized the City Manager to execute a Declaration of Restrictive Covenants Running with the Land ("Covenant") allowing the County to convey the Parcel to FDOT and to convey the remaining portion of the Original Property minus the Parcel to the YWCA; and

WHEREAS, the YWCA requested a modification to the Covenant to allow the County to convey the Original Property minus the Parcel, as described in Exhibit "D," attached and incorporated ("Remaining Property"), to the YWCA's wholly owned subsidiary, YWCA-MG Holdings, LLC, a Florida not for profit corporation ("YWCA Subsidiary") ("Modified Covenant"); and

WHEREAS, the City's Administration requests, pursuant to the terms of the Covenant, that the Modified Covenant be approved and that the conveyance be authorized;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, the City Manager's determinations, findings, and recommendations, attached and incorporated as Exhibit "A," pursuant to Section 29-B(a) of the Charter of the City of Miami, Florida, as amended, and Section 18-182(c) of the Code of the City of Miami, Florida, as amended, are ratified, approved, and confirmed and the City Commission hereby waives the requirements for said procedures.

Section 3. The City Manager is authorized¹ to negotiate and execute the Modified Covenant, in a form acceptable to the City Attorney, to allow the County to convey the Remaining Property, subject to the Modified Covenant, to the YWCA Subsidiary, the Modified Covenant being a condition precedent to the conveyance, with reverts and restrictions as more particularly described in the Modified Covenant.

Section 4. The City Manager is further authorized¹ to negotiate and execute any and all necessary documents, including amendments and modifications, all in a form acceptable to the City Attorney, as may be necessary for the purposes stated herein.

Section 5. This Resolution shall become effective immediately upon its adoption and

¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

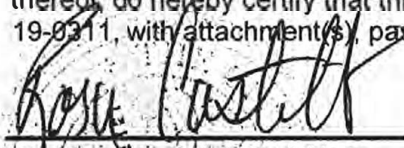
File Number: 5926

Enactment Number: R-19-0311

signature of the Mayor.²

DATE:	7/25/2019
RESULT:	ADOPTED
MOVER:	Keon Hardemon, Commissioner
SECONDER:	Joe Carollo, Commissioner
AYES:	Ken Russell, Wifredo (Willy) Gort, Joe Carollo, Manolo Reyes, Keon Hardemon

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-19-0311, with attachment(s), passed by the City Commission on 7/25/2019.



City Clerk, Deputy City Clerk
(for Todd B. Hannon, City
Clerk)

August 27, 2019

Date Certified

² If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

**This instrument prepared by and
Record and Return to:**

Shahrzad Emami, Esq.
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Blvd.
Boca Raton, FL 33431

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (this “**Amendment**”) is made this ____ day of _____, 2025, by and between **CITY OF MIAMI, FLORIDA**, a municipality of the State of Florida (the “**City**”), and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida (“**County**”). The City and the County are sometimes collectively referred to as the “**Parties**.” **YWCA-MG HOLDINGS, LLC**, a Florida limited liability company (“**YWCA Subsidiary**”), as owner of the Property (defined below) acknowledges and joins in this Amendment.

RECITALS:

WHEREAS, the City and County entered into that certain Declaration of Restrictive Covenants, dated December 27, 2019, and recorded in Official Records Book 31745, Page 1020 in the Official Records of Miami-Dade County, Florida (the “**Covenant**”);

WHEREAS, the Covenant placed certain restrictive covenants on the property specifically described in Exhibit “C” to the Covenant, the legal description of which is attached to this Amendment as **Exhibit 1** (the “**Property**”), with such restrictive covenants running with the Property;

WHEREAS, the YWCA Subsidiary is the successor-in-interest to County with respect to the Property; and

WHEREAS, the YWCA Subsidiary has requested the City and County to amend certain obligations in the Covenant and the City and County desire to do so.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The foregoing Recitals are true and correct and incorporated in this Amendment by reference. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Covenant.

2. Section 3 of the Covenant is deleted and replaced in its entirety with the following:

3.1 “Restrictive Covenant. For the term of this Covenant, (a) the Property (including any improvements thereon) shall be owned by the YWCA Subsidiary or subsidiaries or affiliates of the YWCA of Greater Miami-Dade, Inc. (“YWCA”), which is the sole member of the YWCA Subsidiary (the “YWCA Affiliate”), (b) the Property (including any improvements thereon) may be ground leased to an entity where a YWCA Affiliate has an ownership interest in said ground lessee entity, and (c) the Property shall be used for the Intended Purposes. The definition of Intended Purposes as generally stated in the Recitals shall include the Property (including any improvements thereon) being used for affordable housing (as the term “affordable” is defined in section 420.0004(3), Florida Statutes), as a mixed-use, mixed-income multifamily housing development (the “**Development**”) of which (x) one hundred percent (100%) of all residential units of the Development (“**Affordable Housing**”) are rented to tenants whose incomes are at or below one hundred twenty percent (120%) of the area median income, adjusted for household size, as the term “area median income” is defined and determined by the U.S. Department of Housing and Urban Development, (y) up to: (i) the square footage amount equal to ten percent (10%) of the total square footage of the Affordable Housing portion of the Development; and (ii) ten thousand (10,000) square feet, whichever is less, within the Development may be used for commercial uses, including, but not limited to, ground floor retail and/or office space, which will predominantly serve as retail and other services for the benefit of the residential tenants of the Affordable Housing portion of the Development, and (z) any space used and operated by the YWCA or any of its not-for-profit affiliates for programming in connection with its mission.

3.2. In the event of a breach of any of the terms of this Section 3, the County shall provide the YWCA Subsidiary, the YWCA, and, to the extent that the YWCA or the YWCA Subsidiary have provided the County with written notice of the existence, name and contact information for any lessee or owner of any improvements located on the Property and of any applicable lenders and investors therein (collectively, the “**Additional Interested Parties**”) notice of any default under this section and at least ninety (90) days and not more than one hundred eighty (180) days to cure any said default under this section. In the event that the breach is not cured within the time period set forth by the County, all fee simple property rights shall revert to the City. Notwithstanding the foregoing, if a recipient of the notice described in the aforementioned sentence is diligently attempting to cure such breach, then such recipient party shall be afforded an additional ninety (90) days to

cure such breach beyond the time period set forth in the County's original default notice.

3.3 If the City elects to revert the Property after default which is continuing beyond the expiration of all cure periods, it shall provide written notice thereof to YWCA Subsidiary and/or YWCA and the YWCA Subsidiary and the YWCA shall immediately cause a deed for the Property to be executed and sent back to the City without the need for court action, and the City shall take such conveyance subject to any ground lease and/or any existing liens or encumbrances that exist on the Property.

3. The final "WHEREAS" clause on Page 3 of the Covenant is deleted in its entirety.

4. Except as modified by this Amendment, all of the terms, conditions, agreements, covenants, representations, warranties, and indemnities contained in the Covenant remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Covenant, the terms and conditions of this Amendment shall prevail. The term "Covenant" as used in this Amendment and in the Covenant will refer to the Covenant, as amended by this Amendment, and as further amended and modified in writing from time to time.

5. This Amendment may be executed in two or more counterparts, a complete set of which shall be deemed an original, constituting one and the same instrument. The Parties agree that they will execute such other and further instruments and documents that may be necessary to effectuate this Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Signed, sealed and delivered in
the presence of:

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____

Name: _____

Its: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____
online notarization, this ____ day of _____, 2024, by _____,
as _____ of MIAMI-DADE COUNTY, FLORIDA, a political
subdivision of the State of Florida, on behalf of the political subdivision. Said person is personally
known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

[Signatures continue on following page]

OWNER JOINDER AND CONSENT:

YWCA-MG HOLDINGS, LLC,
a Florida limited liability company

By: _____

Name: _____

Its: _____

Exhibit 1

A portion of Lots 11, 12, 13, 14, 15, and 16, Block 67N, MAP OF MIAMI DADE CO. FLA., according to the plat thereof as recorded in Plat Book 8, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the centerline of 7th Street (now known as NW 5th Street) with the centerline of State Road 925 / NW 3rd Court, as shown on Florida Department of Transportation District VI Right-of-Way Map for State Road 925 / NW 3rd Court, Section: 87040-102, Dated: 01/04/2017, prepared by Biscayne Engineering Company, Inc.; THENCE South 87°46'57" West, along said centerline of NW 5th Street, a distance of 332.64 feet; THENCE North 02°13'03" West at right angles to the last described course, a distance of 35.00 feet to the Southwest corner of said Lot 11, Block 67N and the POINT OF BEGINNING; THENCE North 02°16'10" West, along the Westerly line of said Lot 11, also being the Easterly Right of Way line of NW 4th Avenue as shown on said Plat Book 8 at Page 41, a distance of 140.03 feet to the Northwest corner of said Lot 11; THENCE North 87°48'04" East, along the Northerly line of said Lots 11, 12, 13, 14, 15, and 16, a distance of 294.55 feet to the point of intersection with the Westerly Right of Way line of said State Road 925 / NW 3rd Court, being a circular curve concave to the Southwest having as its elements a radius of 3,788.72 feet, a tangent bearing of South 04°09'27" East, a central angle of 01°35'33", and a chord bearing of South 03°21'40" East; THENCE Southerly, along the arc of said circular curve and along said Westerly Right of Way line of said State Road 925 / NW 3rd Court for an arc distance of 105.30 feet to the point of non-tangency; THENCE South 02°21'01" East, a distance of 11.69 feet to the point of curvature of a circular curve concave to the Northwest, having as its elements a radius of 23.00 feet, a central angle of 85°25'26", and a chord bearing of South 40°21'42" West; THENCE Southwesterly, along the arc of said circular curve for an arc distance of 34.29 feet to the point of non-tangency; THENCE South 87°46'57" West, along a line lying 10.00 feet Northerly of as measured at right angles to the Southerly line of said Lots 11, 12, 13, 14, 15, and 16, a distance of 275.44 feet to the POINT OF BEGINNING.

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