

MEMORANDUM

Agenda Item No. 11(A)(2)

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

DATE: October 21, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the
Chairperson or Vice-Chairperson
of the Board to execute an
Amended and Restated County
Deed for JL Brown Development
Corporation, a Florida for-profit
corporation; authorizing an
extension to construct, complete
and sell single family homes to
qualified homebuyers through
the Infill Housing Program; and
authorizing the County Mayor to
take all action necessary to
enforce the provisions set forth in
such Amended and Restated
County Deed, and to exercise all
rights contained therein

Resolution No. R-1035-25

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM (Revised)

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

DATE: October 21, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

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)(2)
10-21-25

RESOLUTION NO. _____ R-1035-25

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED FOR JL BROWN DEVELOPMENT CORPORATION, A FLORIDA FOR-PROFIT CORPORATION; AUTHORIZING AN EXTENSION TO CONSTRUCT, COMPLETE AND SELL SINGLE FAMILY HOMES TO QUALIFIED HOMEBUYERS THROUGH THE INFILL HOUSING PROGRAM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEED, AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, JL Brown Development Corporation, a Florida for-profit corporation (“JL Brown Development”), is an experienced developer in Miami-Dade County’s Infill Housing Initiative Program (“Infill Housing Program”); and

WHEREAS, on June 5, 2018 this Board adopted Resolution No. R-618-18, which authorized the conveyance to JL Brown Development four County-owned properties (Folio Nos. 30-6913-000-0521, 30-5019-003-1150, 30-5019-001-6670, and 30-6007-000-0141) (the “Properties”) located in Commission District 9, for the purpose of developing such properties with affordable housing to be sold to very low- low- or moderate income households in accordance with sections 125.379, Florida Statutes; and

WHEREAS, on February 7, 2023, this Board adopted Resolution No. R-105-23, which: (1) authorized an increase in the sales price from \$205,000.00 to the maximum sales price authorized by Ordinance No. 21-80 for the homes to be constructed on the Properties, and (2) granted JL Brown Development an 18 month extension to construct the units and obtain final certificates of occupancy; and

WHEREAS, the extension granted pursuant to Resolution No. R-105-23 expires on September 26, 2025; and

WHEREAS, on July 29, 2025, JL Brown Development submitted a request to the County Commissioner of District 9, a copy of which is attached hereto as Attachment “B” and incorporated herein by reference, requesting that the County further extend the time by which construction must be completed and cited as grounds for the request the need to revise plans to meet building requirements; and

WHEREAS, this Board desires to grant JL Brown Development a one-year extension to September 26, 2026, to construct the units and obtain final certificates of occupancy,

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. 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 Deed (“amended deed”) to JL Brown Development, in substantially the form attached hereto as Attachment “A” and incorporated herein by reference, in order grant a one-year extension to September 26, 2026 to construct the units and obtain final certificates of occupancy for the Properties, specifically: Folio Nos. 30-6913-000-0521, 30-5019-003-1150, 30-5019-001-6670, and 30-6007-000-0141.

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, title searches and environmental reviews. In the event that the County Mayor or County Mayor’s designee should exercise the County’s reversionary interest,

then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the Property Appraiser's Office. Alternatively, this Board authorizes the County Mayor or County Mayor's designee to receive on behalf of the County, after conducting all due diligence, title searches and environmental reviews, a deed which conveys any or all of the Properties back to the County in the event the developer is unable or fails to comply with the deed restrictions set forth in the amended deed. Upon the receipt of the deed from the developer, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to grant JL Brown Development one one-year extension to September 26, 2026 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 extension shall be in the manner set forth in the amended deed.

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

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

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

Section 8. The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the Public Record all deeds, covenants, reverters, and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such

recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Vice Chairman Kionne L. McGhee. It was offered by Commissioner **Marleine Bastien**, 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	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of October, 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 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 Amended and Restated County Deed recorded in Official Record Book 34151 Pages 3456-3463 of the Public Records of Miami-Dade County on March 26, 2024 and the County Deed recorded in Official Record Book 31063 Pages 40-46 of the Public Records of Miami-Dade County on July 18, 2018.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 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. 1 Street, Miami, Florida 33128-1963, and **JL BROWN DEVELOPMENT CORPORATION**, a Florida corporation (hereinafter "Developer"), whose address is 13645 Old Cutler Road, Palmetto Bay, Florida 33158, or its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to Developer through a certain County Deed recorded in Official Record Book 31063 Pages 40-46 of the Public Records of Miami- Dade County on July 18, 2018,

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 Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

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 Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing 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. Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Properties shall be developed by September 26, 2026, 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 Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:
 - a. Be given 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 the Developer must complete the homes. 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 26, 2026, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, 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 the Developer fails to sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.

5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "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."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - 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 penden, 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 clauses 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer 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, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. 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 the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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

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

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Anthony Rodriguez, Chairman

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 _____, 2025.

IN WITNESS WHEREOF, the representative **JL BROWN DEVELOPMENT CORPORATION** a Florida corporation, has caused this document to be executed by their respective and duly authorized representative on this 19th day of August, 2025, and it is hereby approved and accepted.

[Signature]
Witness/Attest

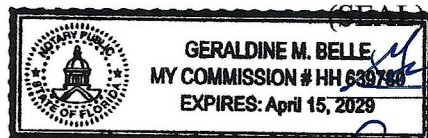
[Signature]
Witness/Attest

By: [Signature]
Name: JAMES L. BROWN
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 19th day of August, 2025 by James L. Brown as President, on behalf of **JL BROWN DEVELOPMENT CORPORATION**, a Florida corporation. S/he is personally known to me or has produced a _____ as identification.



[Signature]
Geraldine M. Belle

Notary of- State of Florida

Commission Number: HH639780

EXHIBIT A

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-6913-000-0521	13 56 39 14157 SQ FT BEG 500FTS & 162.50FTW OF NE COR OF SE1/4 OF NW1/4 TH N124.33FT W137.50FT S121.66FT M/L E137.5FT TO POB
30-5019-003-1150	RICHMOND HEIGHTS ESTS PB 60-89 LOT 8 BLK 8
30-5019-001-6670	RICHMOND HEIGHTS LOT 12 BLK 52 PB 50-19
30-6007-000-0141	E75FT OF S160FT OF W1/2 OF SE1/4 OF SE1/4 OF SW1/4 LESS S35FT PR ADD 11251 SW 216 ST

J.L. Brown Development Corporation

13645 Old Cutler Road: Palmetto Bay, Florida 33158
jlbrowndevelopment@hotmail.com Phone 786-586-6931

July 29, 2025

Commissioner Kionne L. McGhee
Miami-Dade County Commission
10710 SW 211th Street,
Cutler Bay, Florida 33189

Dear Commissioner McGhee:

Please accept this request for an extension to develop the lots conveyed to J.L. Brown Development Corporation. Currently I have a construction loan to develop the infill lots. However, the lender and the Underwriting team need a letter or Affidavit recorded until an extension is granted. Attached is a copy of recorded deed with the language highlighted requiring extension.

Parcel Description

10700 SW 151 Street, Richmond Heights, Florida 33176
14210 Madison Street, Richmond Heights, Florida 33176
22170 and 22180 SW 122 Court, Goulds, Florida 33170
11251 SW 216 Street, Goulds, Florida 33170

Project Status:

We are ready to start construction on 10700 SW 151 Street and 14210 Madison Street in Richmond Heights. We have the building plans approved for construction and the bank has approved the construction loan. We are currently in the Platting Process for parcels located at 22170 SW 122 Court and 22180 SW 122 Court. We combine the county parcels with a private lot purchased by J.L. Brown Development to make a larger development which consists of 5 duplex buildings for a total of 10 housing units. We expect to start construction by December 2025 with a projected completion date of June 2026.

We submitted plans for the parcel located at 11251 SW 216 street, but Miami Dade County required that we dedicate 10 feet to public works. In addition, FPL had 100 feet easement in the rear of the property. As a result of the 100 feet easement and the dedication to public works prevented the 3 townhomes building design being approved. We have dedicated the 10 feet and reduced the FPL easement from 100 Feet to 60 Feet to make it a buildable lot. We are designing a 3 Story building development with 6 units. Project will be complete by August 2026.

Please grant an extension for these parcels. Also, please provide a letter or Affidavit that I can recorded and send to my lender until the extension is granted.

Sincerely,

James L. Brown, Sr.

James L. Brown, Sr. President



CFN 2025R0927274
OR BK 35075 Pgs 1863-1869 (7Pgs)
RECORDED 12/16/2025 14:38:06
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

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 Amended and Restated County Deed recorded in Official Record Book 34151 Pages 3456-3463 of the Public Records of Miami-Dade County on March 26, 2024, and the County Deed recorded in Official Record Book 31063 Pages 40-46 of the Public Records of Miami-Dade County on July 18, 2018.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this 16 day of December, 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. 1 Street, Miami, Florida 33128-1963, and **JL BROWN DEVELOPMENT CORPORATION**, a Florida corporation (hereinafter "Developer"), whose address is 13645 Old Cutler Road, Palmetto Bay, Florida 33158, or its successors and assigns.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to Developer through a certain County Deed recorded in Official Record Book 31063 Pages 40-46 of the Public Records of Miami- Dade County on July 18, 2018,

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 Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

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 Property, existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:



1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing 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. Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Properties shall be developed by September 26, 2026, 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 Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:
 - a. Be given 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 the Developer must complete the homes. 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 26, 2026, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, 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 the Developer fails to sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County



Commissioners, with the exception of any conveyance to qualified homebuyers.

6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "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."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - 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 penden, 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 clauses 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, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer 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, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. 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 the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.



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

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

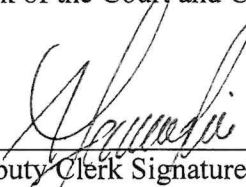
(OFFICIAL SEAL)



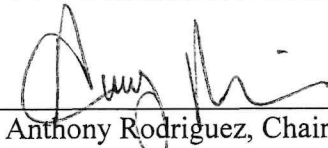
ATTEST: JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:


(Deputy Clerk Signature)

By:


Anthony Rodriguez, Chairman

Print Name:

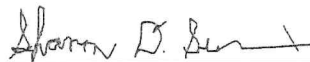
Anthony Lavadie - e302751

Date:

12/14/2025

Approved for legal sufficiency:

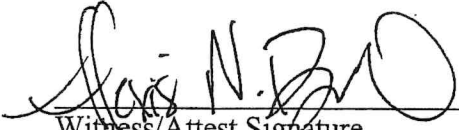
By:

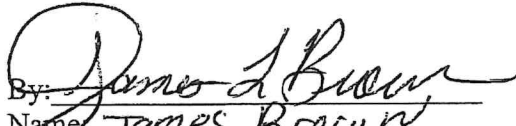

Shannon D. Summerset
Assistant County Attorney

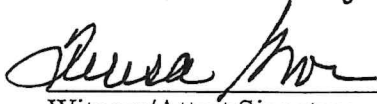
The foregoing was authorized by Resolution No. . **R-1035-25** approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 21st day of October, 2025.



IN WITNESS WHEREOF, the representative **JL BROWN DEVELOPMENT CORPORATION** a Florida corporation, has caused this document to be executed by their respective and duly authorized representative on this 16 day of December, 2025, and it is hereby approved and accepted.


Witness/Attest Signature
Alexis N. Brown
Print Name
13645 old cutter rd
Address Palmetto Bay, FL 33158

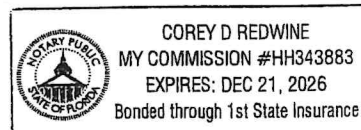
By: 
Name: James Brown
Title: President

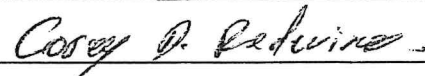

Witness/Attest Signature
Teresa Brown
Print Name
13645 old cutter Rd
Address Palmetto Bay, FL 33158

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of December, 2025 by _____ as _____, on behalf of **JL BROWN DEVELOPMENT CORPORATION**, a Florida corporation. S/he is personally known to me or has produced a Driver License as identification.

(SEAL)





Notary of- State of Florida

Commission Number: HH343883



EXHIBIT "A"

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-6913-000-0521	13 56 39 14157 SQ FT BEG 500FTS & 162.50FTW OF NE COR OF SE1/4 OF NW1/4 TH N124.33FT W137.50FT S121.66FT M/L E137.5FT TO POB
30-5019-003-1150	RICHMOND HEIGHTS ESTS PB 60-89 LOT 8 BLK 8
30-5019-001-6670	RICHMOND HEIGHTS LOT 12 BLK 52 PB 50-19
30-6007-000-0141	E75FT OF S160FT OF W1/2 OF SE1/4 OF SE1/4 OF SW1/4 LESS S55FT PR ADD 11251 SW 216 ST

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 DEC 16 AD, 20

JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County

Deputy Clerk

[Handwritten Signature]

Jazmin G 6107448

