

Resolution 2014-238

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY TO CONVEY CERTAIN REAL PROPERTY TO HENDERSON BEHAVIORIAL HEALTH, INC., PURSUANT TO SECTION 125.38, FLORIDA STATUTES; DETERMINING THAT THE PROPERTY IS NOT NEEDED FOR COUNTY PURPOSES; DETERMINING THAT THE USE STATED HEREIN PROMOTES THE PUBLIC OR COMMUNITY INTEREST AND WELFARE; AUTHORIZING THE APPROPRIATE QUIT CLAIM DEED; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("COUNTY") owns certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Section 125.38, Florida Statutes, states that if a not-for-profit which is organized for the purposes of promoting community interest and welfare should desire any property owned by COUNTY for public or community interest and welfare, then the not-for-profit may apply to the Board of County Commissioners for conveyance or lease of such property; and

WHEREAS, Henderson Behavioral Health, Inc. ("HENDERSON"), a not-for-profit corporation, desires to purchase the Property for the purposes of providing crisis stabilization services, or alternate behavioral services, in accordance with the Declaration of Covenants and Restrictions imposed by COUNTY on the Property; and

WHEREAS, the Board of County Commissioners finds that the above-stated use promotes the public or community interest and welfare; and

27

1 WHEREAS, COUNTY agrees to convey the Property to HENDERSON for the
2 sum of One Dollar (\$1.00), pursuant to that Agreement attached hereto and made a part
3 hereof as Exhibit "B," NOW, THEREFORE,

4
5 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
6 BROWARD COUNTY, FLORIDA:

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8 Section 1. The recitals set forth in the preamble to this resolution are true,
9 accurate and deemed incorporated by reference herein as though set forth in full
10 hereunder.

11 Section 2. HENDERSON has requested that COUNTY convey the Property
12 described in the attached Exhibit "A," pursuant to Section 125.38, Florida Statutes. The
13 terms of the conveyance are set forth in the Agreement attached as Exhibit "B."

14 Section 3. The Property to be conveyed by COUNTY to HENDERSON for the
15 sum of One Dollar (\$1.00) is not needed for COUNTY purposes.

16 Section 4. The use of the Property shall be to provide crisis stabilization
17 services, or alternate behavioral services, in accordance with the Declaration of
18 Covenants and Restrictions imposed by COUNTY on the Property.

19 Section 5. COUNTY authorizes the conveyance of the Property to
20 HENDERSON by Quit Claim Deed.

21 Section 6. SEVERABILITY.

22 If any portion of this Resolution is determined by any Court to be invalid, the
23 invalid portion shall be stricken, and such striking shall not affect the validity of the
24 remainder of this Resolution. If any Court determines that this Resolution, or any

1 portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),
2 property(ies), or circumstance(s), such determination shall not affect the applicability
3 hereof to any other individual group, entity, property, or circumstance.

4 Section 7. EFFECTIVE DATE.

5 This Resolution shall become effective upon its adoption.

6
7 ADOPTED this 22nd day of April, 2014. #5A

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10
11 Approved as to form and legal sufficiency:
12 Joni Armstrong Coffey, County Attorney

13 By: /s/ Noel M. Pfeffer 3/25/14
14 Noel M. Pfeffer (Date)
15 Deputy County Attorney

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18
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21 NMP:dmv
22 03/25/14
23 hendersonreso 2-28-14
24 11-089.20

Exhibit "A" to the RESOLUTION

PROPERTY

Lots 27, 28, 29, 30 and the West 38 feet of Lot 31, Block 2, of NORTH WEST LAUDERDALE, according to the Plat thereof recorded in Plat Book 25, Page 25, Public Records of Broward County, Florida, less rights of way, including but not limited to those rights of way conveyed by deeds recorded in Official Records Book 5928, Page 413 and Official Records Book 13270, Page 351, Public Records of Broward County, Florida.

Tax folio number 4942-29-04-0600

Street Address: 2677 Northwest 19th Street, Fort Lauderdale, FL

EXHIBIT "B" to the RESOLUTION**AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this 22nd day of April, 2014 ("Effective Date"), by and between BROWARD COUNTY, a political subdivision of the State of Florida, through its Board of County Commissioners, hereinafter referred to as "COUNTY," and HENDERSON BEHAVIORAL HEALTH, INC., a Florida not-for-profit corporation, hereinafter referred to as "HENDERSON"

WITNESSETH:

WHEREAS, COUNTY is the fee owner of real property located in Broward County, Florida, more particularly described on Exhibit "A," attached hereto and made a part hereof ("Property"); and

WHEREAS, HENDERSON is the operator of a mental health facility (the "Facility") located on the Property pursuant to a Lease with the County; and

WHEREAS, COUNTY and HENDERSON desire to enter into this Agreement whereby HENDERSON will be allowed to continue to operate the Facility on the Property, and HENDERSON will make certain improvements to the Property and agree to the imposition of a Declaration of Restrictive Covenants on the Property as part of the consideration for the transfer of ownership of the Property from COUNTY to HENDERSON, all in accordance with the terms and conditions hereinafter set forth and in accordance with Section 125.38, Florida Statutes, NOW, THEREFORE,

IN CONSIDERATION of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals:**

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Sale Price and Transfer of Property:**

- (a) On or before the ninetieth (90th) day after the Effective Date ("Transfer Date"), COUNTY shall convey fee simple title to the Property "AS IS" to HENDERSON by quitclaim deed ("County Deed") for One Dollar (\$1.00).
- (b) In exchange for the conveyance of the Property to HENDERSON on the Transfer Date, HENDERSON (or its respective successors-in-interest, as applicable) shall execute and, with the County Deed, simultaneously record in the Public Records of Broward County, Florida, the Declaration

of Restrictive Covenants ("DRC"), attached hereto and made a part hereof.

3. **Transfer Documents:**

- (a) On the Transfer Date, COUNTY agrees to deliver to HENDERSON the Property via the County Deed, the form of which is attached hereto as Exhibit "C" and made a part hereof, and any other documents reasonably and customarily required by the Title Insurer (as hereinafter defined) in order for COUNTY to convey marketable title to the Property to HENDERSON. Any such documents shall be subject to the review of and conditioned upon the approval of the Office of the County Attorney.
- (b) The parties shall execute a Closing Statement in customary form in connection with the transfer of the Property.

4. **Inspection of Property:**

COUNTY hereby grants to HENDERSON the right to enter on the Property to perform, or have performed, such inspections, surveys, and studies of the Property as HENDERSON may elect, including, without limitation, an environmental audit of the Property, and COUNTY agrees to provide HENDERSON with such information as may reasonably be requested which is in the possession of COUNTY in connection with such investigations. In addition, COUNTY shall provide or make available for inspection to HENDERSON, within fifteen (15) days of the Effective Date of this Agreement, the following information to include, but not be limited to, ADA renovation plans, property surveys, title insurance commitments and/or policies, blueprints, and environmental studies and reports, to the extent COUNTY has such information in its possession. HENDERSON shall have forty-five (45) days from the Effective Date of this Agreement ("Inspection Period") within which to have such inspections and studies of the Property performed as HENDERSON shall desire. In the event that the results of such investigations reveal conditions affecting the Property which are not acceptable to HENDERSON, in its sole and absolute discretion, HENDERSON may terminate this Agreement by giving written notice to COUNTY within thirty (30) days after the expiration of the Inspection Period. HENDERSON agrees to provide to COUNTY copies of any reports generated from the inspection of the Property.

5. **Disclaimers:**

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT HENDERSON IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND THAT, EXCEPT AS OTHERWISE PROVIDED HEREIN,

COUNTY IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, OR VALUE OF THE PROPERTY, THE INCOME OR EXPENSES FROM OR OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE BUILDING OR FIRE CODES OR OTHER LAWS OR REGULATIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT COUNTY MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HENDERSON AGREES THAT COUNTY IS NOT LIABLE OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT, OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT COUNTY, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH HEREIN. HENDERSON FURTHER ACKNOWLEDGES AND AGREES THAT THE PURCHASER SHALL ASSUME RESPONSIBILITY FOR ALL COSTS AND EXPENSES REQUIRED TO CAUSE THE PROPERTY TO COMPLY WITH ALL APPLICABLE BUILDING AND FIRE CODES, MUNICIPAL ORDINANCES AND OTHER LAWS, RULES, AND REGULATIONS (INCLUDING WITHOUT LIMITATION THE ADA AND ANY CODES, MUNICIPAL ORDINANCES, LAWS, RULES, OR REGULATIONS REGARDING RETROFITTING OR PLUMBING FIXTURES). HENDERSON AND COUNTY AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

6. **Satisfaction of Encumbrances:**

- (a) Any and all mortgages, liens, and encumbrances or claims or any other debts affecting the title to the Property ("Encumbrances") which are outstanding on the Transfer Date shall be discharged and satisfied by COUNTY, at COUNTY's expense, prior to the Transfer Date.
- (b) COUNTY warrants and represents that it is the owner of fee simple title to the Property.

7. **Insurance of Title:**

On or before thirty (30) days from the Effective Date, HENDERSON may, at its sole expense, obtain a title commitment or binder from a title insurance company authorized to conduct business in the State of Florida (the "Title Insurer"), pursuant to which the Title Insurer agrees to issue, upon the recordation of the County Deed herein described, an owner guarantee policy in an amount to be

determined insuring the marketability of the title to the Property subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement and those which shall be discharged by COUNTY at or before the Transfer Date.

HENDERSON shall have thirty (30) days from the date of receiving said commitment or binder to examine same. If title, as reflected in such commitment or binder, is found to be defective, HENDERSON shall within said period notify COUNTY in writing, specifying the defects. If the said defects render the title unmarketable, COUNTY shall have a period of thirty (30) days from the receipt of such notice to cure or remove such defects, and COUNTY agrees to use diligent efforts to cure same. If, at the end of said period, COUNTY has been unable to cure the defects, HENDERSON shall have the option of:

- 1) accepting the title as it then is; or
- 2) extending the amount of time for COUNTY to cure said defects and the Transfer Date, if necessary; or
- 3) terminating this Agreement whereupon COUNTY and HENDERSON shall be released of all further obligations under this Agreement.

8. **Proration of Ad Valorem Taxes:**

Both COUNTY and HENDERSON are immune or exempt from ad valorem taxes.

9. **General Prorations:**

Any rents, revenues, and liens, or other charges to be prorated shall be prorated as of the Transfer Date, provided that in the event of an extension of the Transfer Date, at the request of or through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

10. **Existing Mortgages and Leases:**

Mortgages: COUNTY does not have a mortgage on the Property.

Leases, Options, Contracts and Other Interests: COUNTY represents and warrants to HENDERSON that there are no other party(ies) in possession, leases (written or oral), options to purchase or contracts for sale covering all or any part of the Property, no party(ies) having ownership of any improvements located on the Property and no party(ies) having any interest in the Property or any part hereof except that business lease ("Business Lease") between Broward County and The Henderson Mental Health Center, Inc., dated October 27, 2007,

as amended. The parties agree that on the Transfer Date, said Business Lease shall be terminated.

From the Effective Date hereof, COUNTY represents and warrants that it will not enter into any lease (oral or written), option to purchase, contract for sale or grant to any person(s) (natural or artificial) any interest in the Property or any part thereof or any improvement thereon or encumber or suffer the Property or any part thereof to be encumbered by any mortgage or other lien, without the prior written consent of HENDERSON which consent shall not be unreasonably withheld or denied.

11. **Time and Place of Closing:**

It is agreed that this transaction shall be closed and HENDERSON shall pay the purchase price, as provided herein, and the parties shall execute all papers or documents necessary to be executed by the parties, under the terms of this Agreement on or before the Transfer Date, at the Broward County Governmental Center, located at 115 South Andrews Avenue, Fort Lauderdale, Florida, at a room to be designated by COUNTY prior to the Transfer Date, or at such other place as COUNTY may designate. However, nothing contained in this Article shall act or be construed as a limitation of any sort upon the parties' right to examine the abstract, title commitment and survey or right to require the other to cure defects in title, if any, or as a limitation of other time established herein pursuant to Paragraphs 4, 7, and 13 herein. The Broward County Administrator is authorized to exercise his or her discretion to agree to an extension of the Transfer Date, as may be reasonably necessary.

12. **Costs Related to Transfer of Property:**

All applicable state, county and municipal transfer taxes, documentary stamp taxes, recording charges, taxes, and all other impositions on the conveyance, shall be paid in full by HENDERSON.

13. **Survey:**

On or before the date for obtaining a title commitment or binder, HENDERSON may obtain, at its sole expense, a survey by a land surveyor or engineer registered in the state of Florida setting forth as a minimum the following:

- 1) A metes and bounds description of the Property;
- 2) Permanent reference markers at all corners for changes of courses for the perimeter of the Property;

- 3) Locating and delineating all encroachments, improvements, easements, or rights-of-way of record or which are revealed by the survey or any personal inspection of the Property including any overhead transmission lines and the supporting structures thereon and their anchor easements.

If the Survey shows any easements, encroachments or other matters which would impair HENDERSON's use of the Property the same shall be treated as a defect in title and such defect in title shall be governed by the provisions contained within Paragraph 7 of this Agreement.

14. **Mechanic's Lien:**

The parties hereby represent and warrant that as of the date hereof and as of the Transfer Date, there are and shall be no claims or potential claims for mechanic's liens either statutory or at common law, and that neither party or party's agent has caused to be made on the Property within ninety (90) days immediately preceding the Effective Date any improvement which could give rise to any mechanic's lien. In addition, the parties represent and warrant that neither party nor party's agent shall cause any improvement to be made on the Property prior to the Transfer Date which could give rise to any mechanic's lien, except as provided below.

If any improvements have been made within ninety (90) days prior to the Transfer Date, the parties shall deliver releases or waiver of all mechanic's liens, executed by general contractors, subcontractors, suppliers or materialmen, in addition to a mechanic's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property which could serve as the basis for a mechanic's lien have been paid.

15. **Time of the Essence:**

Time is of the essence throughout this Agreement.

16. **Public Disclosure:**

Not Applicable.

17. **Broker's Commission:**

Each party represents and warrants to the other that it has not dealt with, or engaged, any broker in connection with this transaction.

18. **Assignment:**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by HENDERSON without the prior written consent of COUNTY and only by a document of equal dignity herewith.

19. **Default:**

In the event either party should refuse, neglect or otherwise fail to carry out any of the terms or conditions of this Agreement, this Agreement may be terminated at election upon the non-defaulting party upon written notice of termination to the defaulting party. In the event this Agreement is terminated by the non-defaulting party as a result of a default, each party shall be relieved of any further obligations under this Agreement and each party shall bear its own costs, expenses, and fees including attorney's fees.

20. **Persons Bound:**

The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, personal representatives, successors, and assigns (where assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all genders.

21. **Survival of Covenants and Special Covenants:**

All covenants, grants, representations, and warranties contained herein shall survive closing, delivery of the County Deed, and possession. The parties acknowledge that there is ingress and egress to the Property over public roads.

22. **Waiver, Governing Law, and Venue:**

Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

23. **Modification:**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

24. **Agreement Effective:**

This Agreement or any modification, amendment, or alteration thereto, except as otherwise provided in Paragraph 11 herein, shall not be effective or binding upon any of the parties hereto until it is approved by the Board of County Commissioners of Broward County, Florida.

25. **Environmental Contamination:**

In the event that HENDERSON opts to perform, or have performed, an environmental audit of the Property within the Inspection Period provided for in Paragraph 4 above, and such audit results in a finding that environmental contamination (as defined in the standards set forth in Chapter 17-70, Florida Administrative Code) exists on the Property, then HENDERSON at its sole option, may within thirty (30) days of the expiration of the Inspection Period: (1) elect to terminate this Agreement without further liability; (2) obtain a cost estimate from a reputable licensed environmental consultant as to the cost of cleanup of any environmental contamination and notify COUNTY of the cost estimate in writing, in which event COUNTY shall have the option of:

- 1.) cleaning up the environmental contamination itself in which event the Transfer Date shall be extended, if necessary, so as to allow sufficient time for the County to perform the required clean up; or
- 2.) terminating the Agreement with no further liability on the part of COUNTY.

HENDERSON represents and warrants to COUNTY that, as of the Effective Date and as of the Transfer Date, neither HENDERSON, nor to the best of HENDERSON's knowledge, any third party, has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Property during the time in which HENDERSON has occupied the Property.

26. **Radon Gas:**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County public health unit.

27. **Further Undertaking:**

The parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents, and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement.

28. **Notice:**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, as the place for giving of notice in compliance with the provisions of this paragraph. The party(ies) may change the addresses at which notice is to be given by notice given as provided in this Paragraph 28. Notices shall be deemed given when mailed properly addressed with postage prepaid.

FOR BROWARD COUNTY - Before and After Transfer Date:

Director, Real Property
Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR SELLER - Before and After Transfer Date:

Henderson Behavioral Health, Inc.
4740 N. State Road 7, Suite 201
Lauderdale Lakes, Florida 33319
Attn: Chief Executive Officer

29. **Representation of Authority:**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

30. **Execution:**

This document, consisting of twelve (12) pages plus Exhibits "A," "B," and "C," shall be executed in at least three (3) originals, each of which shall be deemed an original.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: HENDERSON BEHAVIORAL HEALTH, INC., signing by and through its chief executive officer, duly authorized to execute same, and BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____.

HENDERSON BEHAVIORAL HEALTH, INC.

ATTEST:

By [Signature]

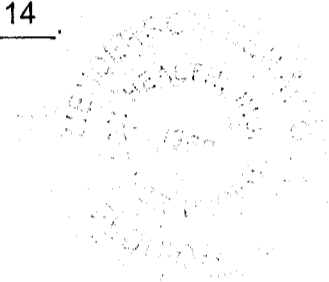
Print Name Steven Ronik, Ed. D.

Title Chief Executive Officer / HBH, Inc.

Secretary

6 day of March, 2014.

(SEAL)



OR

WITNESSES:

[Signature]
Witness 1 Signature

Mary Ewing
Witness 1 Print/Type Name


[Signature]
Witness 2 Signature

Judy Hosein
Witness 2 Print/Type Name

AGREEMENT BETWEEN HENDERSON BEHAVIORAL HEALTH, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AND BROWARD COUNTY


COUNTY

ATTEST:



Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

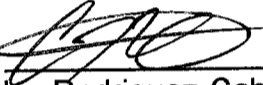
BROWARD COUNTY, by and through
its Board of County Commissioners

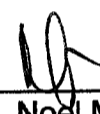
By _____
Mayor

22nd day of April, 2014

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968



By:  4/15/14
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By:  4/15/14
Noel M. Pfeffer (Date)
Deputy County Attorney

NMP:dmv
04/14/14
henderson contractsale-3-18-14
14-089.13

EXHIBIT "A"

LEGAL DESCRIPTION

Lots, 27, 28, 29, 30 and the West 38 feet of Lot 31, Block 2 of NORTH WEST LAUDERDALE, according to the Plat thereof recorded in Plat Book 25, page 25, Public Records of Broward County, Florida, Less rights of way, including but not limited to those rights of way conveyed by deeds recorded in Official Records Book 5928, page 413 and Official Records Book 13270, page 351, Public Records of Broward County, Florida.

Tax folio number: 4942-29-04-0600

Street Address: 2677 Northwest 19th Street, Fort Lauderdale, FL

EXHIBIT "B"

Return recorded copy to:
Broward County Real Property Section
115 S. Andrews Ave. Room 326
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 6th day of January, 2015 by HENDERSON BEHAVIORAL HEALTH, INC., a Florida not-for-profit corporation, and its successors and assigns ("OWNER").

RECITALS:

WHEREAS, OWNER is the fee title owner of the parcel of real property located in Broward County, Florida, as described on Exhibit "A," attached hereto and made a part hereof ("Property"); and

WHEREAS, the Property was conveyed to OWNER by Broward County, a political subdivision of the State of Florida ("COUNTY"), for nominal consideration, subject to the covenants, restrictions, and other requirements ("Restrictive Covenants"), as hereinafter set forth; and

WHEREAS, OWNER, on behalf of itself and each successor and assign of OWNER acquiring any interest in any portion of the Property, intends and declares that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to the Restrictive Covenants, as hereinafter set forth,

NOW, THEREFORE, the OWNER declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved only subject to these Restrictive Covenants, which run in favor of COUNTY, and other requirements, all as hereinafter set forth.

1. OWNER represents that the foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. Restrictive Covenants. OWNER, on behalf of itself and each successor and assign of OWNER acquiring any interest in any portion of the Property, hereby declares and agrees, through acceptance of any conveyance of any or all of the Property, that the Property, or portion thereof conveyed, shall be subject to the following Restrictive Covenants, which Restrictive Covenants shall be covenants running with the land:

The Property shall be used solely for the purpose of providing services related to a crisis stabilization unit (in accordance with Section 394.875, Florida Statutes, or any applicable successor statutory provision) ("Crisis Stabilization Services"), for as long as OWNER continues to receive adequate funding from the State of Florida or Broward County to provide Crisis Stabilization Services. The parties agree that adequate funding is received by OWNER as of the date of this Declaration. The provision of adequate funding for future Crisis Stabilization Services shall include funding to maintain no fewer than 23 beds at substantially the same level of service as is currently provided with existing funding sources from the State of Florida or Broward County. In the event of a lack of adequate funding in future fiscal years, which shall be determined by OWNER providing to COUNTY documentation demonstrating to the reasonable satisfaction of COUNTY the lack of available funding from either the State of Florida or Broward County to meet the required service levels described above, then the Property shall be used solely for the purposes of providing Alternative Behavioral Services (hereinafter defined). Alternative Behavioral Services are mental health or substance abuse treatment services provided to Broward County residents (children or adults) who experience either mental health symptoms or co-occurring mental health and substance abuse symptoms that interfere with their ability to perform routine activities of daily living; such services include, but are not limited to, crisis services, crisis management, outpatient counseling, residential or day treatment, and alternatives to psychiatric hospitalization.

3. OWNER shall have the option at any time to sell, convey, or transfer the Property to any person or entity provided that either:
 - (i) The Restrictive Covenants contained herein shall remain effective; or
 - (ii) OWNER uses the proceeds derived from such transaction (net of costs and fees associated therewith) to purchase another property, which property shall be subject to the approval of COUNTY, and which approval shall not be unreasonably withheld or delayed, in order to establish a facility for the purposes of providing the services subject to the Restrictive Covenants set forth in Paragraph 2 herein. OWNER agrees that the Restrictive Covenants contained herein shall attach (by timely recording in the applicable public records) to the new property and be released from the Property subject to this Declaration. COUNTY and OWNER agree to execute such documents for recording to effectuate this intent simultaneously with the purchase of another property.

4. The Restrictive Covenants granted, made, and conveyed herein shall run with the Property except in the event of a transaction under Section 3(ii) above, in which event they will attach to and encumber the newly-acquired property. These Restrictive Covenants shall be binding on all persons and entities

acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them.

5. OWNER agrees that it shall be obligated to timely undertake and satisfactorily complete such improvements and perform such maintenance obligations as are described on Exhibit "B" of this Declaration.
6. If OWNER breaches any material provision of this Declaration and fails to cure such breach within thirty (30) calendar days after written notice from COUNTY identifying the breach, then upon COUNTY demand, OWNER shall pay COUNTY, within thirty (30) calendar days of such demand, the sum of one million dollars (\$1,000,000.00) ("Repayment Amount"), which OWNER and COUNTY agree is the value of the Property as of the date of the execution of this Declaration. It is provided, however, that OWNER'S obligation to provide the services described in paragraph 2 hereof may be tolled one time for the period of time required to obtain governmental approvals necessary to provide the services described in paragraph 2, up to twenty-four (24) months after the filing of an application for the necessary government approvals ("Tolling Period").
 - (i) The Repayment Amount shall be reduced by five percent (5%) per year, or by one-twelfth (1/12) of five percent (5%) for each calendar month or portion thereof in any year, that OWNER is not in breach of a material provision of this Declaration, beginning on the date of execution of this Declaration; provided, however, the Repayment Amount shall not be reduced by the annual 5% reductions, or the fractional share of the annual 5% reductions, for any period of time while the Tolling Period is in effect.
 - (ii) Upon the completion of twenty (20) years of compliance with all material provisions of this Declaration, excluding any Tolling Period, the obligation of OWNER to make payment to COUNTY of the Repayment Amount under this Section 6 shall cease and be of no further force and effect.
7. OWNER may not lease the Property. Any lease of the Property shall be a material breach of this Declaration.
8. COUNTY is the beneficiary of these Restrictive Covenants, and as such, COUNTY may enforce these Restrictive Covenants by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictive Covenants.
9. No waiver, modification, or termination of this instrument shall be effective unless contained in a written document executed in the manner required by Paragraph 10. Any waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is

held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of the State of Florida and exclusive venue for any dispute over its terms shall be in the 17th Judicial Circuit in and for Broward County, Florida.

10. If OWNER desires to use the Property or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these Restrictive Covenants, OWNER shall be required to do the following:

OWNER shall apply to COUNTY for an amendment or termination of these Restrictive Covenants as to the particular affected portion of the Property. The decision to amend or terminate shall be within the sole discretion of the Broward County Board of County Commissioners because OWNER accepted these Restrictive Covenants as a condition of the conveyance of the Property and as an inducement to the COUNTY to convey title. Any such amendment or termination shall be subject to formal approval by the Board of County Commissioners of Broward County, Florida, and shall apply only to such portion of the Property that is specifically referenced in the amendment or termination.

11. This Declaration of Covenants and Restrictions shall become effective upon recordation in the Public Records of Broward County, Florida.

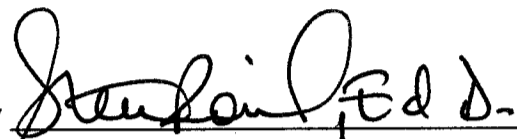
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DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by HENDERSON BEHAVIORAL HEALTH, INC., signing by and through its authorized to execute same on the 9th day of December 20 14.

OWNER

HENDERSON BEHAVIORAL HEALTH, INC.

By 

Print Name Steven Ronik, Ed. D.
Title Chief Executive Officer

ATTEST:

Secretary

9 day of December, 20 14.

(SEAL)

OR

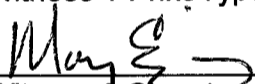
WITNESSES:



Witness 1 Signature

JudyHosein

Witness 1 Print/Type Name



Witness 2 Signature

Mary Ewing

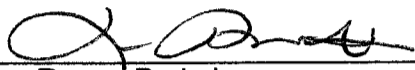
Witness 2 Print/Type Name

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9 day of December, 14, by Steven Ronik, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC:

Signature: 
Print Name: Renee Burkel
State of Florida At Large
My Commission Expires: 1-31-2018
Commission Number: FF081271
(SEAL)

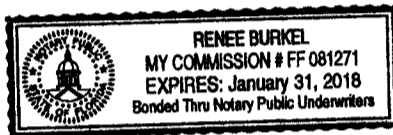


EXHIBIT "A" to Declaration of Restrictive Covenants

LEGAL DESCRIPTION

Lots, 27, 28, 29, 30 and the West 38 feet of Lot 31, Block 2 of NORTH WEST LAUDERDALE, according to the Plat thereof recorded in Plat Book 25, page 25, Public Records of Broward County, Florida, Less rights of way, including but not limited to those rights of way conveyed by deeds recorded in Official Records Book 5928, page 413 and Official Records Book 13270, page 351, Public Records of Broward County, Florida.

Tax folio number: 4942-29-04-0600

Street Address: 2677 Northwest 19th Street, Fort Lauderdale, FL

EXHIBIT "B" to Declaration of Restrictive Covenants

CSU RENOVATIONS

CAPITAL EXPENSES (4 Year Plan)

Complete within one year of execution of Declaration	Estimated Cost	Totals
Seal & Paint Exterior Building	\$18,000	
Install Exterior Security Lighting	<u>\$10,000</u>	
Year 1 Total		\$28,000
Complete within two years of execution of Declaration		
Provide Landscaping	\$20,000	
Paint Interior (including wood paneling in visitor's area)	<u>\$10,000</u>	
Year 2 Total		\$30,000
Complete within three years of execution of Declaration		
Resurface Parking Lots/ Re-stripe/ Replace Bumpers	\$28,000	
Replace Entry Gates	\$12,000	
Purchase & Install Hurricane Shutters & Impact Exit Doors	<u>\$25,000</u>	
Year 3 Total		\$65,000
Complete within four years of execution of Declaration		
Re-furnish Client Rooms & Common Areas	\$50,000	
Remodel 1 restroom to make it ADA compliant	\$40,000	
Year 4 Total		<u>\$90,000</u>
Four-Year Total		\$213,000.00

Exhibit "B" (continued)

Annual Maintenance	
Strip & Wax Floors (every 6 Months @ \$2,500)	\$5,000
Provide Generator Maintenance (Annually)	<u>\$1,500</u>
Annual Expenditure	\$6,500

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, Bertha Henry, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution 2014-238 as the same appears of record in the minutes of a said meeting of Board of County Commissioners held on the 22nd day of April, 2014. Item 5A.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal dated this 23rd day of April, 2014.

BERTHA HENRY
COUNTY ADMINISTRATOR

By *Mary Anne Kelly*
Deputy Clerk

