

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY TO CONVEY CERTAIN REAL PROPERTY TO BROWARD PARTNERSHIP FOR THE HOMELESS, 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 EXECUTION OF A QUIT CLAIM DEED; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") owns certain real property, as more particularly described in Attachment 1 attached hereto and made a part hereof ("Property");

WHEREAS, Section 125.38, Florida Statutes, states that if an "organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property owned by any county. . . then the organization. . . may apply to the board of county commissioners for conveyance or lease of such property" and "[s]uch board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant";

WHEREAS, Broward Partnership for the Homeless, Inc. ("BPHI"), a not-for-profit corporation, has made an application to purchase the Property for the purposes of providing permanent supportive housing for formerly homeless persons and rental

housing for individuals earning up to Sixty percent (60%) of the area median income and has agreed to execute the Declaration of Covenants and Restrictions attached hereto as Attachment 2; and

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), has determined that conveyance of the Property serves a public purpose and is in the best interest of the County, NOW, THEREFORE,

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

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

Section 2. The Board finds that BPHI's proposed use of the Property to provide permanent supportive housing for formerly homeless persons and rental housing for individuals earning up to Sixty percent (60%) of the area median income promotes the public or community interest and welfare.

Section 3. The Board finds that the Property is not needed for County purposes and is required for the use proposed by BPHI.

Section 4. The Board hereby authorizes the conveyance of the Property to BPHI for the sum of One Dollar (\$1.00), subject to the execution by BPHI of the Declaration of Covenants and Restrictions.

Section 5. The Board hereby authorizes the Mayor or Vice-Mayor to execute the Quit Claim Deed in the form attached hereto as Attachment 3, and the County Administrator to attest to the execution.

Section 6. Severability.

If any portion of this Resolution is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

Section 7. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this day of , 2022. **PROPOSED**

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Reno V. Pierre 08/11/2022
Reno V. Pierre (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 08/11/2022
Annika E. Ashton (date)
Deputy County Attorney

LEGAL DESCRIPTION TO BE PROVIDED AS ADDITIONAL MATERIALS

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Reno V. Pierre, Assistant County Attorney
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration") is made this ____ day of _____, _____, by Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, and its successors and assigns ("Owner").

W I T N E S S E T H:

- A. 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").
- B. 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 as set forth in this Declaration.
- C. Owner and the County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, the Owner declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved only subject to these covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

- 1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
- 2. Restrictive Covenants. The Property shall be used solely for the purpose of providing permanent supportive housing for formerly homeless persons and rental housing for individuals, all of whom must earn no more than sixty percent (60%) of the area median income ("AMI").

3. County is the beneficiary of these covenants and restrictions and, as such, County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or entity violating or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which the County prevails, County shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts. Any forbearance on behalf of the County to exercise its rights in the event of the failure of Owner to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the County's rights hereunder in the event of any subsequent failure of the Declarant to comply. In addition, County shall have the right to audit Owner's books and records related to the Property to ensure Owner's use of the Property complies with this Declaration.
4. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 5. 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 Florida, and venue for any dispute over its terms shall be Broward County, Florida.
5. 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 covenants and restrictions, Owner may apply to County for an amendment or termination of these covenants and restrictions as to the particular affected portion of the Property. It shall be within the sole discretion of the Broward County Board of County Commissioners (the "Board") whether to modify or terminate these covenants and restrictions as to any portion of the Property, because Owner accepted these covenants and restrictions as a condition of the conveyance of the Property as an inducement to County to convey title. Any such amendment or termination shall be approved by the Board and apply only to such portion of the Property that is specifically referenced in the amendment or termination.
6. Owner shall record this Declaration in the Public Records of Broward County, Florida.
7. This Declaration is effective upon recordation in the Public Records of Broward County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by Broward Partnership for the Homeless, Inc., signing by and through its _____, authorized to execute same on the _____ day of _____, 20____.

OWNER

WITNESSES:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation

Signature of Witness 1

By: _____

Print Name of Witness 1

Print Name: _____

Title: _____

Signature of Witness 2

_____ day of _____, 20____

Print Name of Witness 2

Approved as to legal form:

Date: _____

By: _____
Attorney for Broward Partnership
for the Homeless, Inc.

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____, _____ of Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, [] who is personally known to me or [] who has produced _____ as identification.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION TO BE PROVIDED AS ADDITIONAL MATERIALS

Return recorded copy to:
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

This document prepared by
and approved as to form by:
Reno V. Pierre, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio: 4842-28-25-0050

QUITCLAIM DEED

THIS QUITCLAIM DEED, made the ____ day of _____, 2022, by **Broward County**, a political subdivision of the state of Florida (the "Grantor"), whose address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301, and **Broward Partnership for the Homeless, Inc.**, a Florida not for profit corporation (the "Grantee"), whose address is 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of ONE DOLLARS (\$1.00) and other valuable considerations paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See legal description provided in Exhibit A, attached to and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO:

1. All matters of record including, but not limited to, any matter shown on the plat, site plan showing proposed buildings and roads, public purpose utility and government easements, and rights of way.
2. All zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein.
3. All unpaid taxes for the year 2022, and all subsequent years.
4. The Declaration of Covenants and Restrictions recorded simultaneously herewith.
5. **THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:**

In the event Grantee fails to complete the construction of multifamily rental housing units on the Property within One Hundred Twenty (120) months after the date of this Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of Broward County to determine whether a final Certificate of Occupancy has been issued for subject Property and that no final Certificate of Occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final Certificate of Occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the Certificate of Occupancy. The recordation of the Waiver Affidavit by Grantor 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.

The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by and through its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid, authorized to execute same by Board action on the ____ day of _____, 20__.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Reno V. Pierre (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

LEGAL DESCRIPTION TO BE PROVIDED AS ADDITIONAL MATERIALS