

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING A QUITCLAIM DEED FROM HABITAT FOR HUMANITY OF BROWARD, INC. FOR REAL PROPERTY LOCATED IN THE BROWARD MUNICIPAL SERVICES DISTRICT AND APPROVING THE RELEASE OF THE RESTRICTIVE COVENANTS RECORDED ON SAID REAL PROPERTY; AUTHORIZING, PURSUANT TO SECTIONS 197.592 AND 125.38, FLORIDA STATUTES, THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN THE BROWARD MUNICIPAL SERVICES DISTRICT AND ACQUIRED BY THE COUNTY BY VIRTUE OF DELINQUENT TAXES TO HABITAT FOR HUMANITY OF BROWARD, INC.; AUTHORIZING THE MAYOR OR VICE-MAYOR AND COUNTY ADMINISTRATOR TO EXECUTE REQUIRED DOCUMENTS FOR SUCH CONVEYANCE AND RELEASE OF RESTRICTIVE COVENANTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Broward County Board of County Commissioners ("Board"), at a regular meeting held on March 14, 2017, adopted Resolution No. 2017-085 which conveyed forty (40) parcels of real property located within the Broward Municipal Services District to ten (10) nonprofit agencies for the purpose of constructing affordable housing;

WHEREAS, pursuant to Resolution No. 2017-085, Broward County ("County") transferred four (4) parcels of real property to Broward Alliance for Neighborhood Development ("BAND"), including the parcel located at 178 NW 27 Terrace, Unincorporated, FL 33311 ("Property") and more particularly described by the legal description and sketch made subject to the quitclaim deed attached hereto and made a

25 part hereof as Attachment 1 ("Quitclaim Deed"), and entered into a
26 Memorandum of Understanding for Transfer, Development, and Use of four
27 County-owned Lots for Affordable Housing ("MOU") with BAND, recorded on May 31,
28 2017, in the Public Records of Broward County, as Instrument #114414036;

29 WHEREAS, pursuant to the MOU, on May 31, 2017, BAND recorded a Declaration
30 of Restrictive Covenants identified as Instrument #114414065 ("Restrictive Covenants")
31 in favor of the County in the Public Records of Broward County, Florida, on the Property;

32 WHEREAS, BAND's lender subsequently acquired title to the Property and
33 conveyed the Property to Habitat for Humanity of Broward, Inc. ("HFH");

34 WHEREAS, the County desires to assemble the Property with adjacent
35 County-owned parcels to create a larger, more flexible development;

36 WHEREAS, HFH is willing to convey the Property back to the County through the
37 Quitclaim Deed in exchange for a substitute lot for HFH to build affordable housing;

38 WHEREAS, the Board has determined that acceptance of the Quitclaim Deed and
39 release of the Restrictive Covenants through the Release of Declaration of Restrictive
40 Covenants ("Release"), attached as Attachment 2, serves a public purpose and is in the
41 best interest of the County;

42 WHEREAS, the County acquired title to certain real property located within the
43 Broward Municipal Services District at 1129 NW 27 Avenue, Unincorporated, FL 33311
44 ("Substitute Property") and more particularly described in the legal description and
45 sketch made subject to the quitclaim deed attached hereto and made a part hereof as
46 Attachment 3 ("Substitute Deed"), which Substitute Property escheated to the
47 County by virtue of delinquent ad valorem taxes in accordance with the law;

WHEREAS, pursuant to Section 197.592, Florida Statutes, lands acquired by any county of the state for delinquent taxes in accordance with the law, which the Board has determined are not to be conveyed to the record fee simple owner in accordance with the applicable provisions of Section 197.592, Florida Statutes, may be sold or dedicated by the Board;

WHEREAS, pursuant to Section 125.38, Florida Statutes, "If . . . any . . . corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the . . . corporation or organization may apply to the board of county commissioners for a conveyance . . . of such property. Such 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 for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property";

WHEREAS, HFH has requested that the County convey the Substitute Property to HFH to be used for affordable housing;

WHEREAS, the Board has determined that the Substitute Property should not be conveyed to the former record fee simple owner because the former owner of the Substitute Property has not filed verified written applications or petitions with the Board seeking the restitution of the Substitute Property in the manner prescribed by Section 197.592, Florida Statutes; and

70 WHEREAS, the Board finds that: (1) the Substitute Property is not needed for
71 County purposes, and (2) the Substitute Property is required by HFH for public and
72 community interest and welfare, NOW, THEREFORE,

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

75 Section 1. The recitals set forth in the preamble to this Resolution are
76 incorporated by reference herein.

77 Section 2. The Board hereby accepts the Quitclaim Deed attached as
78 Attachment 1.

79 Section 3. The Board hereby approves the Release and authorizes the Mayor
80 or Vice-Mayor of the Board to execute the Release in the form attached as Attachment 2.

81 Section 4. The Quitclaim Deed and Release shall be properly recorded in the
82 Public Records of Broward County, Florida.

83 Section 5. Pursuant to Sections 197.592 and 125.38, Florida Statutes, the
84 Board authorizes the Mayor or Vice-Mayor of the Board to execute the Substitute Deed
85 conveying the Substitute Property to HFH for the amount of ten dollars (\$10.00) and such
86 other related documents, if any, as needed to effect the conveyance of the Substitute
87 Property to HFH.

88 Section 6. Liens of record currently held by the County on the Substitute
89 Property shall not survive the conveyance of the Substitute Property to HFH.

90 Section 7. Severability.

91 If any portion of this Resolution is determined by any court to be invalid, the invalid
92 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 8. 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/ Karina D. Rodrigues 07/22/2022
Karina D. Rodrigues (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 07/22/2022
Annika E. Ashton (date)
Deputy County Attorney

This instrument prepared by:
Broward County Real Property Section
and approved as to form by:
Karina D. Rodrigues
Broward County Attorney's Office
115 S. Andrews Ave, Room 423
Fort Lauderdale, FL 33301

Property Appraiser Tax Folio Number: 5042 0513 1670

QUITCLAIM DEED

THIS QUITCLAIM DEED ("Deed"), made this 20 day of July, 2022, by Habitat for Humanity of Broward, Inc., a Florida not for profit corporation, (the "GRANTOR"), whose address is 888 NW 62nd St, 2nd Floor, Fort Lauderdale, Florida 33309, and BROWARD COUNTY, a political subdivision of the State of Florida (the "GRANTEE"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida, 33301.

WITNESSETH:

That GRANTOR for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to GRANTEE, its heirs, successors, and assigns, forever, the following described land, lying and being in Broward County, Florida:

See Exhibit "A," attached hereto and made a part hereof (the "Property").

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, ordinances, and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; 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 that certain Declaration of Restrictive Covenants being recorded simultaneously herewith.

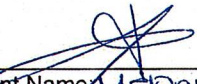
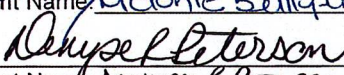
The terms "GRANTOR" and "GRANTEE" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

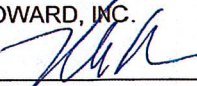
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GRANTOR has hereunto set grantor's hand and seal the day and year first above written.

WITNESSED BY:

HABITAT FOR HUMANITY OF
BROWARD, INC.


Print Name: Melonie Bully-Chambers

Print Name: DENYSE R. PETERSON

By: 
Name: Nancy Robin
Title: CEO

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20 day of July, 2022 by means of ☒ physical presence or ☐ online notarization, by Nancy Robin, as CEO of Habitat for Humanity of Broward, Inc. She/He is (check one) ☒ personally known to me or ☐ produced as identification and did not take an oath.

Print or Stamp Name: Melonie Bully-Chambers
Notary Public, State of Florida at Large
My Commission Expires: 06/27/2025
Commission No.: HH 145883

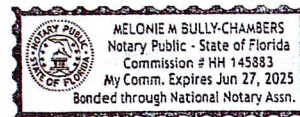


Exhibit A to the Deed

PROPERTY DESCRIPTION

Lot 11, Block 10 of BROWARD PARK, according to the Plat thereof as recorded in Plat Book 25, Page 49 of the Public Records of Broward County, Florida.

Folio Number: 5042 0513 1670.

Property Address: 178 NW 27 Terrace, Fort Lauderdale, FL 33311.

This instrument prepared by:
Broward County Real Property Section
and approved as to form by:
Karina D. Rodrigues
Broward County Attorney's Office
115 S. Andrews Ave, Room 423
Fort Lauderdale, FL 33301

Folio Number: 5042 0513 1670

RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS

This RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS ("Release") made this _____ day of _____, 20____ by BROWARD COUNTY, a political subdivision of the State of Florida, whose address is Governmental Center, 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

RECITALS

- A. The Board of County Commissioners of Broward County, Florida ("County"), at a regular meeting held on March 14, 2017, adopted Resolution No. 2017-085 conveying forty (40) parcels of real property located within the Broward Municipal Services District to ten (10) nonprofit agencies for the purpose of constructing affordable housing.
- B. Pursuant to Resolution No. 2017-085, the County transferred four (4) parcels of real property to Broward Alliance for Neighborhood Development ("BAND"), including the parcel located at 178 NW 27 Terrace, Unincorporated, FL 33311 ("Property") and more particularly described by the Property Description attached hereto and made a part hereof as Exhibit A, and entered into a Memorandum of Understanding for Transfer, Development, and Use of Four County-owned Lots for Affordable Housing ("MOU") with BAND, recorded on May 31, 2017, in the Public Records of Broward County, Florida, as Instrument #114414036.
- C. Pursuant to the MOU, on May 31, 2017, BAND recorded a Declaration of Restrictive Covenants in favor of the County, which is attached hereto as Exhibit B and identified as Instrument #114414065 in the Public Records of Broward County, Florida ("Restrictive Covenants").
- D. BAND's lender subsequently acquired title to the Property and conveyed the Property to Habitat for Humanity of Broward, Inc. ("HFH").
- E. The County desires to assemble the Property with adjacent County-owned parcels to create a larger, more flexible development.
- F. HFH has agreed to provide to the County, and the County has agreed to accept from HFH, a quitclaim deed conveying the Property to the County so that the County can provide a substitute lot for HFH to construct affordable housing.
- G. The County desires to release the Restrictive Covenants to remove the restrictions imposed therein.

H. The Restrictive Covenants requires all waivers, modifications, or terminations of the Restrictive Covenants to be approved in a written document executed by the County.

RELEASE

1. The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. The Restrictive Covenants are hereby terminated and shall be of no further force or effect upon recording of this Release in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, this Release is executed by 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____.

(Official Seal)

ATTEST:

County Administrator and
Ex officio Clerk of the
Board of County Commissioners
of Broward County, Florida

COUNTY

BROWARD COUNTY, by and through its
Board of County Commissioners

By: _____
Mayor or Vice-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: _____
Annika E. Ashton (Date)
Deputy County Attorney

EXHIBIT A

PROPERTY DESCRIPTION

Legal Description:

Lot 11, Block 10 of BROWARD PARK, according to the Plat thereof as recorded in Plat Book 25, Page 49 of the Public Records of Broward County, Florida.

Folio Number:

5042-0513-1670

Property Address:

178 NW 27 Terrace, Fort Lauderdale, FL 33311.

EXHIBIT B

DECLARATION OF RESTRICTIVE COVENANTS

INSTR # 114414065
Recorded 05/31/17 at 12:37 PM
Broward County Commission
5 Page(s)
#2

This instrument prepared by:
Broward County Real Property Section
And approved as to form by:
Broward County Attorney's Office
115 S. Andrews Ave, Room 423
Fort Lauderdale, FL 33301

DECLARATION OF RESTRICTIVE COVENANTS

Property Appraiser Tax Folio Number: 5042 0513 1670

This Declaration of Restrictive Covenants ("Declaration"), made this 18 day of May, 2017 ("Effective Date"), by Broward Alliance for Neighborhood Development, Inc., a Florida nonprofit corporation, hereinafter referred to as "OWNER."

WHEREAS, OWNER is the fee title owner of that certain real property legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, OWNER hereby covenants that OWNER is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; that OWNER has good right and lawful authority to make this Declaration; and that OWNER agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, the Property shall be subject to the covenants, restrictions, and other requirements, as set forth herein.

NOW, THEREFORE, OWNER hereby declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to these covenants and restrictions, which run in favor of COUNTY (as hereinafter defined in Section 4) and other requirements, all as hereinafter set forth:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
2. Restrictive Covenants. OWNER hereby declares that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants running with the land for a period of fifteen (15) years effective and commencing upon the date of the recording of this Declaration:
 - (a) As of the effective date of this Declaration, the Property shall be used solely for residential purposes. The Property may not be used for any nonresidential purposes, other than home offices when permitted by applicable zoning regulations.
 - (b) The Property, upon completion of the residential dwelling unit, shall be purchased and occupied solely by persons who, at the time of purchase, meet the criteria specified in subparagraphs (b)(1) through (6), below. "Purchased" shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.

- (1) One or more natural persons or a family that is at or below one hundred forty percent (140%) of the Area Median Income ("AMI") for Broward County, adjusted for family size. For the purposes of this requirement, AMI is understood to mean the dollar amount where half the population earns less and half earns more.
 - (2) The purchaser of the Property shall have monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed thirty-five percent (35%) of the purchaser's monthly adjusted gross income.
 - (3) Excluding government subsidies, the down payment, if any, for the purchase of the Property does not exceed twenty percent (20%) of the purchase price.
 - (4) For a term of at least fifteen (15) years after the Effective Date of this Declaration, any subsequent purchaser of the Property shall be required to meet criteria (1), (2), and (3) above.
 - (5) For a term of at least fifteen (15) years after the Effective Date of this Declaration, prior to any transfer of title or closing on a purchase of the Property, each purchaser of the Property shall request and receive a written certification that the above criteria have been satisfied from the COUNTY Administrator, or authorized designee.
 - (6) For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four (4) people, or higher for households with more than four (4) people, based upon a formula as established by the United States Department of Housing and Urban Development.
- (c) Maintenance of Property. OWNER agrees to maintain the Property and the exterior of the residence built thereon in good repair, including, but not limited to, painting, landscaping, and lawn maintenance, as necessary. OWNER shall maintain the Property and the residence built thereon in accordance with all applicable laws, regulations, and ordinances. If any action or proceeding is commenced which materially affects COUNTY's interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements, or proceedings involving a bankruptcy, COUNTY, at COUNTY's option and upon notice to OWNER, may make such appearances and take such action as is necessary to protect COUNTY's interests.

3. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively "covenants and restrictions") for a period of fifteen (15) years following the date of recordation of this Declaration by the OWNER. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the COUNTY shall be the dominant tenement. These covenants and restrictions 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, until that date which occurs fifteen (15) years following the date of recordation of this Declaration by the OWNER ("Termination Date").
4. When used herein, the term "COUNTY" shall mean Broward County, Florida, its successors and assigns. The term "OWNER" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein, the terms "OWNER" and "COUNTY" shall include their heirs, personal representatives, successors, agents, and assigns.
5. 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 persons, entity, or entities, violating or attempting to violate the terms of these covenants and restrictions.
6. Any failure of COUNTY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, or termination of this instrument shall be effective unless contained in a written document executed by COUNTY. Any waiver shall only be applicable 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 shall be Broward County, Florida.
7. This Declaration shall be recorded by the OWNER in the Public Records of Broward County, Florida, and shall become effective upon recordation.

[The Remainder of this Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, OWNER has executed this Declaration of Restrictive Covenants as follows:

Kemissa Colvin
Witness Kemissa Colvin

Ludlow Gordon
Witness LUDLOW GORDON

OWNER

Broward Alliance for Neighborhood,
Development, Inc., a Florida nonprofit
corporation

By: Bonnie Deese
Title: Executive Director

Dated: 18 day of May, 2017

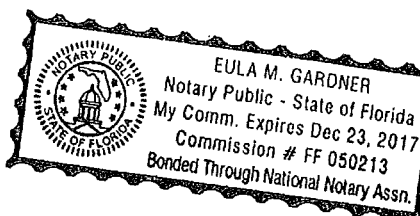
By: Bonnie Deese
Title: Board Vice President

Dated: 18 day of May, 2017

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18 day of May, 2017, by BONNIE DEESE ^{AND} JUAN ROJAS for Broward Alliance for Neighborhood Development, Inc., a Florida nonprofit corporation. He/She is personally known to me or has produced Florida Driver's License No. _____ as identification.



Eula M. Gardner
Print Name: EULA M GARDNER
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: DEC 23, 2017
Serial No., if any: FF050213

DECRESTCOV-AFFHOUSING.DOC

BC/BAND
Agenda 3/14/2017 #84
Folio 5042 0513 1670

EXHIBIT "A"

PROPERTY DESCRIPTION

Lot 11, Block 10 of BROWARD PARK, according to the Plat thereof as recorded in Plat Book 25, Page 49 of the Public Records of Broward County, Florida.

Attachment 3

This instrument prepared by:
Broward County Real Property Section
and approved as to form by:
Karina D. Rodrigues
Broward County Attorney's Office
115 S. Andrews Ave, Room 423
Fort Lauderdale, FL 33301

Property Appraiser Tax Folio Number: 4942 32 00 0210

QUITCLAIM DEED
(Pursuant to F. S. 125.411)

THIS QUITCLAIM DEED ("Deed"), made this _____ day of _____, 2022, by BROWARD COUNTY, a political subdivision of the State of Florida (the "GRANTOR"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida, 33301, and Habitat for Humanity of Broward, Inc., a Florida not for profit corporation, (the "GRANTEE"), whose address is 888 NW 62nd St, 2nd Floor, Fort Lauderdale, Florida 33309.

W I T N E S S E T H:

That GRANTOR for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to GRANTEE, its heirs, successors, and assigns, forever, the following described land, lying and being in Broward County, Florida:

See Exhibit "A," attached hereto and made a part hereof (the "Property").

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, ordinances, and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; 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 that certain Declaration of Restrictive Covenants being recorded simultaneously herewith.

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by 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

(Official Seal)
ATTEST:

BROWARD COUNTY, FLORIDA
by its Board of County Commissioners

County Administrator, as
Ex Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

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

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

KDR/sr
07/22/22
Infill—QCDHFHSubstitute
#611091

Exhibit A to the Deed

PROPERTY DESCRIPTION

Lot 1 and 2, Block 3, as shown on Plat of WASHINGTON PARK FIFTH ADDITION, recorded in Plat Book 35, Page 48, of the Public Records of Broward County, Florida, more particularly described as follows:

The East 125 feet of the South 50 feet of the North 450 feet of the NE 1/4 of the SE 1/4 of the SW 1/4 of Section 32, Township 49 South, Range 42 East, excepting therefrom the East 25 feet reserved for road purposes.