

Return recoded copy to:
Real Property and Real Estate Development Division
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This Instrument prepared by
and approved as to form by:
Reno V. Pierre, Esq.
Assistant County Attorney
Office of the County Attorney
Broward County, Florida
115 S. Andrews Ave, Room 423
Fort Lauderdale, FL 33301

Folio #: 504205131670

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made this ____ day of _____, 2024, by and between **BROWARD COUNTY**, a political subdivision of the State of Florida, whose address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called "**Grantor**," and **UNITED WAY OF BROWARD COUNTY, INC.**, a Florida not for profit corporation, whose post office address is 1300 South Andrews Avenue, Fort Lauderdale, Florida 33316, hereinafter called "**Grantee**". Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(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 DOLLAR (\$1.00) and other valuable considerations, 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 Exhibit A, attached hereto and made a part hereof ("Property").

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, 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 2024, and all subsequent years.
4. The Declaration of Covenants and Restrictions recorded simultaneously herewith.

5. THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

- a. In the event Grantee, or its transferee, if any, with respect to the Property, fails, within eight-four (84) months after the date of this Deed transferring this Property to Grantee, to include the Property as part of a parcel or project upon which Grantee or its transferee has completed construction of an affordable multifamily rental housing development that complies with the Declaration of Covenants and Restrictions referred to in item 4 above, Grantor, through its County Administrator, or written 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.
- b. 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.
- c. Grantor and Grantee acknowledge that Grantor's failure to exercise its rights pursuant to this reverter clause does not constitute a waiver of Grantor's rights set forth herein.
- d. Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the abovementioned reverter clause 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 written designee, granting 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.

- e. 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.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners ("Board") acting by and through the County Administrator, authorized to execute same by Board action on _____, 20____ (Agenda Item No. ____).

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness 1)

____ day of _____, 202_

(Witness 1 Address)

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

(Signature)

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

(Print Name of Witness 2)

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

(Witness 2 Address)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as _____, who [] is personally known to me or who [] has produced _____ as identification.

Print Name: _____
Notary Public
Commission Number: _____
Commission Expires: _____

REF: Approved BCC _____ Item No: _____
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EXHIBIT A

Legal Description

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