

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE CONVEYANCE OF
3 CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF
4 BROWARD COUNTY, FLORIDA, TO UNITED WAY OF BROWARD COUNTY, INC.,
5 PURSUANT TO SECTION 125.38, FLORIDA STATUTES, FOR THE PURPOSE OF
6 CONSTRUCTING AFFORDABLE HOUSING; AUTHORIZING THE COUNTY
7 ADMINISTRATOR TO EXECUTE A QUITCLAIM DEED; AUTHORIZING THE
8 BROWARD COUNTY REAL PROPERTY AND REAL ESTATE DEVELOPMENT
9 DIRECTOR TO EXECUTE AND PROCESS NORMAL AND CUSTOMARY CLOSING
10 DOCUMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

11

12 WHEREAS, Broward County, Florida, ("County") is the owner of certain real
13 property located in the unincorporated area of Broward County ("Property"), as more
14 particularly described in the legal description included in the Quitclaim Deed ("Deed")
15 attached hereto and made a part hereof as Attachment 1;

16 WHEREAS, Section 125.38, Florida Statutes, states that if an "organization not for
17 profit which may be organized for the purposes of promoting community interest and
18 welfare, should desire any real or personal property owned by any county. . . then the
19 organization. . . may apply to the board of county commissioners for conveyance . . . of
20 such property" and "[s]uch board, if satisfied that such property is required for such use

21 and is not needed for county purposes, may thereupon convey . . . the same at private
22 sale to the applicant”;

23 WHEREAS, United Way of Broward County, Inc. (“United Way”), a not for profit
24 corporation, has made an application to purchase the Property and to include the Property
25 as part of a project to construct not less than eighty-three (83) affordable multifamily rental
26 housing units (“Units”), of which 90% of the Units will be rented to individuals earning up
27 to 60% of the area median income, 10% of the Units will be rented to individuals earning
28 up to 33% of the area median income, and at least 80% of the Units will be rented by one
29 or more natural persons who qualify as older persons pursuant to the Federal Fair
30 Housing Act of 1968 (“Stated Purpose”);

31 WHEREAS, the Board of County Commissioners of Broward County, Florida
32 (“Board”), has determined that conveyance of the Property to United Way for the Stated
33 Purpose serves a public purpose and is in the best interest of the County; and

34 WHEREAS, the Board wishes to convey the Property to United Way on the terms
35 provided herein, NOW, THEREFORE,

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

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

40 Section 2. The Board finds that United Way’s proposed use of the Property for
41 the Stated Purpose promotes public or community interest and welfare.

42 Section 3. The Board finds that the Property is not needed for County purposes,
43 and the Property is required by United Way for the Stated Purpose.

44 Section 4. The Board hereby authorizes the conveyance of the Property to
45 United Way for the sum of One Dollar (\$1.00), subject to the execution by United Way of
46 the Declaration of Covenants and Restrictions (“DCR”) attached hereto as Attachment 2.

47 Section 5. The Board hereby authorizes the County Administrator to execute
48 the Deed in the form attached hereto as Attachment 1.

49 Section 6. The Board hereby authorizes the Broward County Real Property and
50 Real Estate Development Director to execute and process normal and customary closing
51 documents needed to convey the Property to United Way.

52 Section 7. The Deed and DCR shall be properly recorded in the Official Records
53 of Broward County, Florida.

54 Section 8. Severability.

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

Attachment 1

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.

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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: _____
Return to BC Real Property and Real Estate Development Division

EXHIBIT A

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

Attachment 2

Record and return to:
Real Property and Real Estate Development Division
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

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

Folio #: 504205131670

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”) is made this ____ day of _____, 20__, by United Way of Broward County, Inc., a Florida not for profit corporation, and its successors and assigns (“Owner”).

WITNESSETH:

- A. Owner is the fee title owner of the parcel of real property located in Broward County, Florida, as more particularly described in 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 each portion thereof shall only be held, transferred, sold, conveyed, leased, mortgaged, used, and improved 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 utilized solely as part of a parcel or project for the construction of a multifamily housing development (“Project”) that includes no fewer than eighty-three (83) affordable multifamily housing units (each,

- a “Unit”), to be rented subject to the following restrictions:
- a. At least ten percent (10%) of the total number of Units shall be rented by one or more natural persons or a family whose total annual adjusted gross household income does not exceed thirty-three percent (33%) of the median annual adjusted gross income for Broward County, adjusted for family size (“AMI”).
 - b. The remaining Units shall be rented by one or more natural persons or a family whose total annual adjusted gross household income does not exceed sixty percent (60%) of AMI.
 - c. The Project shall comply with the requirements of the Federal Fair Housing Act of 1968, as amended (the “Act”), for housing for older persons, with at least eighty percent (80%) of the total units rented to residents who qualify as older persons pursuant to the Act.
 - d. For the purposes of paragraphs (a), (b), and (c) of this Section 2, a Unit occupied by an individual or family whose income is equal to or less than the applicable income limitation for such Unit under this Section 2 (an “Eligible Person”) at the commencement of the occupancy of such Unit, shall be counted as an Eligible Person during such individual’s or family’s tenancy in such Unit, even though such individual or family ceases to be an Eligible Person. Notwithstanding the foregoing, an individual or family whose income, as of the most recent income certification report provided to any federal, state, or local authority, exceeds one hundred forty percent (140%) of the applicable income limitation for the Unit they are occupying shall not continue to be counted as an Eligible Person.
 - e. Rent payments for each of the Units must not exceed thirty percent (30%) of the applicable income limitation for such Unit. “Rent” does not include any payment under Section 8 of the United States Housing Act of 1937, or other related assistance programs.
3. Owner shall ensure that all Units comply with the rental restrictions in Section 2 of this Declaration.
 4. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively “covenants and restrictions”) for a period of ninety-nine (99) years following the date of recordation of this Declaration by the Owner (“Effective Date”). 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 ninety-nine (99) years following the Effective Date (“Termination Date”).
 5. 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.

6. 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.
7. 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 Declaration 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 Declaration 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 Declaration shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.
8. This Declaration shall be recorded by the Owner in the Official Records of Broward County, Florida, and shall become effective upon recordation.

[The Remainder of this Page Is Intentionally Left Blank]

DECLARATION OF COVENANTS AND RESTRICTIONS

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

OWNER

WITNESSES:

UNITED WAY OF BROWARD COUNTY, INC., a Florida not for profit corporation

Signature of Witness 1

By: _____

Print Name of Witness 1

Print Name: _____

Address of Witness 1

Title: _____

_____ day of _____, 20_____

Signature of Witness 2

Print Name of Witness 2

Address of Witness 2

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 _____, 2024, by _____, _____ of United Way of Broward County, 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

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