

RESOLUTION NO. 2009-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE CONVEYANCE TO HABITAT FOR HUMANITY OF BROWARD, INC. OF COUNTY-OWNED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County is the fee simple owner of two (2) real property lots which are located within the unincorporated area of Broward County known as Boulevard Gardens; and

WHEREAS, Habitat for Humanity of Broward, Inc. ("Habitat"), a Florida not for profit corporation, has requested that Broward County convey its interest in the two (2) real property lots to Habitat pursuant to Section 125.38, Florida Statutes, for the purpose of promoting community interest and welfare through the construction of single-family homes thereon and for Habitat's subsequent conveyance of the real property lots and single-family homes to persons of very low, low, and moderate income; and

WHEREAS, Broward County currently does not have any structures, improvements or facilities located within the real property lots and has no plans to use the real property lots for public purposes; and

1 WHEREAS, the Broward County Board of County Commissioners hereby
2 determines that, under the circumstances and conditions set forth above, the real
3 property lots are not needed for County purposes; and

4 WHEREAS, pursuant to Section 125.38, Florida Statutes, Broward County
5 wishes to convey the real property lots described in Exhibit "A" to Habitat; NOW,
6 THEREFORE,
7

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

10 Section 1. That the recitals set forth above are true and correct and are made
11 a part of this resolution.

12 Section 2. Broward County agrees to convey all of its right, title, and interest in
13 the property described in Exhibit "A" to Habitat for Humanity of Broward, Inc., pursuant
14 to the provisions of Section 125.38, Florida Statutes.

15 Section 3. The Mayor or Vice-Mayor of the Broward County Board of County
16 Commissioners is authorized to execute the Quit Claim Deed attached hereto as Exhibit
17 "A" conveying all of Broward County's right, title, and interest in the property to Habitat
18 for Humanity of Broward, Inc.

19 Section 4. Upon adoption, this resolution shall be recorded in the public
20 records of Broward County, Florida.

21 Section 5. This resolution shall become effective immediately upon adoption.

22 ADOPTED this _____ day of _____, 2009.
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**EXHIBIT A
QUIT CLAIM DEED**

Return recorded document to:
Michael Huneke
Environmental Protection and Growth Management Department
Planning and Redevelopment Division
115 S. Andrews Avenue, Room 329K
Fort Lauderdale, FL 33301

This instrument prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Ave, Rm. 423
Fort Lauderdale, FL 33301

QUIT CLAIM DEED
(Pursuant to F. S. 125.411)

THIS DEED, made this _____ day of _____, 2007, 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 non-profit corporation (the "GRANTEE"), whose address is 3564 N. Ocean Boulevard, Fort Lauderdale, FL 33308.

WITNESSETH:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships, and other public and private entities, wherever the context so admits or requires.)

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 real property described on Exhibit "1" attached hereto and made a part hereof ("Property"), lying and being in Broward County, Florida, to wit:

(See attached Exhibit 1)

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 all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property; 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.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

- (1) It is a condition of this conveyance that the Property shall not be used as collateral for a loan financing construction of a single-family residence on the Property. In the event GRANTEE obtains financing for construction of a single-family residence on the Property, GRANTOR, through its County Administrator, may prepare and record an affidavit reciting that it has conducted a search of the official record of Broward County to determine if GRANTEE has obtained financing on the Property to construct a single-family residence on the Property utilizing the Property as collateral. 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.
- (2) In the event GRANTEE fails to cause initiation of construction of a single-family residence, as evidenced by GRANTEE's application for a GRANTEE's building permit for construction of a single-family residence, within ninety (90) days from the date GRANTEE obtains a final judgment quieting title to the Property, GRANTOR, through its County Administrator, 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 building permit has been applied for subject Property and that no building permit has been applied for at the COUNTY. 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.
- (3) In the event GRANTEE fails to complete the construction of a single-family residence, as evidenced by the issuance of a final Certificate of Occupancy, within two hundred seventy (270) days from the date of issuance of a building permit, GRANTOR, through its County Administrator, 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.
- (4) In the event GRANTEE fails to obtain a final Certificate of Occupancy for a single-family residence for the Property, or a portion thereof, within twenty-four (24) months from the date of this deed, the GRANTOR, through its County Administrator, 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 for the Property, or portion thereof. The preparation and recordation of such affidavit containing this statement shall be conclusive evidence upon which any third party may rely that the condition of the reverter has occurred and that title reverts to GRANTOR.

GRANTOR AND GRANTEE acknowledge that the preparation and recordation of any of the foregoing affidavits 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 paragraphs (2) and (3) of the reverter clauses above for an additional specified period of time if GRANTOR finds it necessary to extend the time frame in which GRANTEE must apply for a building permit or 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 giving such waiver and specifying the new time frame in which GRANTEE must obtain the building permit or final 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 term "GRANTOR" and "GRANTEE" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

[Remainder of page intentionally left blank]

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.

ATTEST:

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners

BROWARD COUNTY, FLORIDA
By Its Board of County Commissioners

By _____
Mayor

_____ day of _____, 20 ____.

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

By _____
Assistant County Attorney

EXHIBIT 1
LEGAL DESCRIPTION OF REAL PROPERTY LOTS

Lot Number	Folio Number	Legal
1 & 2	504205130410	Lot 23 and 24, Block 2, Broward Park, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida.