

1 RESOLUTION NO. 2018-

2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 ACCEPTING A QUIT CLAIM DEED FROM HOUSING
5 FOUNDATION OF AMERICA, INC., FOR REAL PROPERTY
6 LOCATED IN THE BROWARD MUNICIPAL SERVICES
7 DISTRICT AND APPROVING THE RELEASE OF THE
8 RESTRICTIVE COVENANTS RECORDED ON SAID REAL
9 PROPERTY; AUTHORIZING, PURSUANT TO
10 SECTIONS 197.592 AND 125.38, FLORIDA STATUTES, THE
11 CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN
12 THE BROWARD MUNICIPAL SERVICES DISTRICT AND
13 ACQUIRED BY THE COUNTY BY VIRTUE OF DELINQUENT
14 TAXES TO HOUSING FOUNDATION OF AMERICA, INC.;
15 AUTHORIZING THE MAYOR OR VICE-MAYOR AND COUNTY
16 ADMINISTRATOR TO EXECUTE REQUIRED DOCUMENTS
17 FOR SUCH CONVEYANCE AND RELEASE OF RESTRICTIVE
18 COVENANTS; AND PROVIDING FOR SEVERABILITY AND
19 AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Resolution No. 2017-085, the County transferred four (4)
parcels of real property to Housing Foundation of America, Inc. ("HFA"), and entered
into a Memorandum of Understanding for Transfer, Development, and Use of Four
County-owned Lots for Affordable Housing (the "MOU") with HFA, recorded on May 31,
2017, in the Public Records of Broward County, as Instrument #114414548; and

WHEREAS, one (1) of the parcels conveyed to HFA, which is more particularly
described by the legal description and sketch made subject to the quitclaim deed

1 ("Property"), which is in final form and is attached hereto and made a part hereof as
2 Exhibit A ("Quitclaim Deed"), could not be used for construction of affordable housing
3 compliant with the MOU; and

4 WHEREAS, pursuant to the MOU, on May 31, 2017, HFA recorded a certain
5 Declaration of Restrictive Covenants, which included affordable housing restrictions, in
6 the Public Records of Broward County, Florida, and identified as Instrument
7 #114414723 ("Restrictive Covenants"); and

8 WHEREAS, HFA has requested that the County provide a substitute lot for HFA
9 to build affordable housing and amend the MOU to reflect such substitution; and

10 WHEREAS, HFA is willing to convey the Property to the County through the
11 Quitclaim Deed attached as Exhibit A; and

12 WHEREAS, the Board has determined that acceptance of the Quitclaim Deed
13 and release of the Restrictive Covenants through the Release of Declaration of
14 Restrictive Covenants ("Release"), attached as Exhibit B, serves a public purpose and
15 is in the best interest of the County; and

16 WHEREAS, the County acquired title to certain real property located within the
17 Broward Municipal Services District, as more particularly described in the legal
18 description and sketch made subject to the quitclaim deed, which is in final form and is
19 attached hereto attached hereto and made a part hereof as Exhibit C ("Substitute
20 Property"), which Substitute Property escheated to the County by virtue of delinquent ad
21 valorem taxes in accordance with the law; and

22 WHEREAS, pursuant to Section 197.592, Florida Statutes, lands acquired by any
23 county of the state for delinquent taxes in accordance with the law, which the Board has
24 determined are not to be conveyed to the record fee simple owner in accordance with

1 the applicable provisions of Section 197.592, Florida Statutes, may be sold or dedicated
2 by the Board; and

3 WHEREAS, pursuant to Section 125.38, Florida Statutes, "If . . . any . . .
4 corporation or other organization not for profit which may be organized for the purposes
5 of promoting community interest and welfare, should desire any real or personal
6 property that may be owned by any county of this state or by its board of county
7 commissioners, for public or community interest and welfare, then the . . . corporation or
8 organization may apply to the board of county commissioners for a conveyance . . . of
9 such property. Such board, if satisfied that such property is required for such use and is
10 not needed for county purposes, may thereupon convey or lease the same at private
11 sale to the applicant for such price, whether nominal or otherwise, as such board may
12 fix, regardless of the actual value of such property"; and

13 WHEREAS, HFA has requested that the County convey the Substitute Property
14 to HFA to be used for affordable housing in accordance with the MOU; and

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

20 WHEREAS, the Board finds that: (1) the Substitute Property is not needed for
21 County purposes, and (2) the Substitute Property is required by HFA for public or
22 community interest and welfare, NOW, THEREFORE,

23
24

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

3
4 Section 1. The recitals set forth in the preamble to this Resolution are
5 incorporated by reference herein.

6 Section 2. The Board hereby accepts the Quitclaim Deed attached as
7 Exhibit A.

8 Section 3. The Board hereby approves the Release and authorizes the Mayor
9 or Vice-Mayor of the Board to execute the Release in the form attached as Exhibit B.

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

12 Section 5. Pursuant to Sections 197.592 and 125.38, Florida Statutes, the
13 Board authorizes the Mayor or Vice-Mayor of the Board to execute a quitclaim deed, in
14 the form of attached Exhibit C, conveying the Substitute Property to HFA for the amount
15 of ten dollars (\$10.00), and authorizes the County Administrator to execute the
16 Amendment to MOU attached hereto as Exhibit D and such other related documents, if
17 any, as needed to effect the conveyance of the Substitute Property to HFA.

18 Section 6. The conveyance of the Substitute Property to HFA is in the best
19 interest of the County and is for public or community interest and welfare.

20 Section 7. Liens of record currently held by the County on the Substitute
21 Property shall not survive the conveyance of the Substitute Property to HFA.

22 Section 8. SEVERABILITY

23 If any portion of this Resolution is determined by any Court to be invalid, the
24 invalid portion shall be stricken, and such striking shall not affect the validity of the

1 remainder of this Resolution. If any Court determines that this Resolution, or any
2 portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),
3 property(ies), or circumstance(s), such determination shall not affect the applicability
4 hereof to any other individual group, entity, property, or circumstance.

5 Section 9. EFFECTIVE DATE

6 This Resolution shall become effective upon adoption.

7
8 ADOPTED this _____ day of _____, 2018.

9
10 Approved as to form and legal sufficiency:
11 Andrew J. Meyers, County Attorney

12
13 By: Annika E. Ashton 2/21/2018
14 Annika E. Ashton (Date)
15 Senior Assistant County Attorney

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19
20
21
22
23 AEA:wp
24 02/21/18
#271461v4

Prepared by and return to:
Attorneys Title Partners, Inc.
2400 North University Dr. #200
Pembroke Pines, Florida 33024

Property Appraiser Tax Folio Number: 504205110180

EXHIBIT A

[Space Above This Line For Recording Data]

Quit Claim Deed
(Pursuant to F. S. 125.411)

This Quit Claim Deed made this 18th day of December, 2017 between **Housing Foundation of America, Inc., a Florida not for Profit Corporation (the "Grantor")** whose post office address is 2400 North University Drive Suite 200 Pembroke Pines, Florida 33024, hereinafter referred to as the "GRANTOR", to **BROWARD COUNTY**, a political subdivision, whose post office address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as the "GRANTEE":

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Broward County, Florida** to-wit:

Lot 15, HARRIS SUBDIVISION FIRST ADDITION according to the Plat thereof as recorded in Plat Book 21, Page 41 of the Public Records of Broward County, Florida

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

This Quit Claim Deed has been prepared with information provided by the parties and without the benefit of a title examination.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Maribel Zayas

Witness Name: Maribel Zayas

Witness Name: Mel B. Felton

By: Chester A. Bishop (Seal)
Chester A. Bishop, Director

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, 2017 by Chester A. Bishop who is personally known to me or has produced a driver's license as identification.

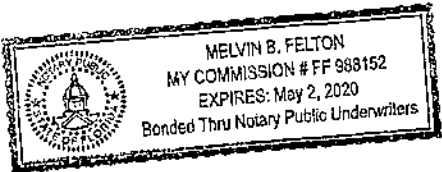
[Notary Seal]

Mel B. Felton

Notary Public

Printed Name: Mel B. Felton

My Commission Expires: _____



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

Folio Number: 5042 0511 0180

Exhibit B

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 Housing Foundation of America, Inc. ("HFA"), and entered into a Memorandum of Understanding for Transfer, Development, and Use of Four County-owned Lots for Affordable Housing ("MOU") with HFA recorded on May 31, 2017, as Instrument #114414548 in the Public Records of Broward County, Florida.
- C. One (1) of the parcels conveyed to HFA, as more particularly described in Exhibit A, attached hereto and made a part hereof, and subject to the quitclaim deed recorded on May 31, 2017, in the Public Records of Broward County, Florida, as Instrument Number 114414722 ("Property"), could not be used for construction of affordable housing compliant with the MOU.
- D. As required by the MOU, on May 31, 2017, HFA recorded a certain Declaration of Restrictive Covenants on the Property, attached hereto as Exhibit B, which included affordable housing restrictions, in the Public Records of Broward County, Florida and identified as Instrument #114414723 ("Restrictive Covenants").
- E. HFA has agreed to provide to the County, and the County has agreed to accept from HFA, a quitclaim deed conveying the Property to County so that the County can provide a substitute lot for HFA to construct affordable housing compliant with the MOU.
- F. The County desires to release the Restrictive Covenants to remove the restrictions imposed therein.
- G. 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 Ashton 2/22/18
Annika E. Ashton (Date)
Senior Assistant County Attorney

EXHIBIT A
PROPERTY

Legal Description:

Lot 15, HARRIS SUBDIVISION FIRST ADDITION according to the Plat thereof as recorded in Plat Book 21, Page 41 of the Public Records of Broward County, Florida.

Folio Number:

5042-0511-0180

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

Exhibit B

DECLARATION OF RESTRICTIVE COVENANTS

Property Appraiser Tax Folio Number: 5042 0511 0180

This Declaration of Restrictive Covenants ("Declaration"), made this 23rd day of May, 2017 ("Effective Date"), by Housing Foundation of America, Inc., a Florida not for profit corporation, a Florida not for profit 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.

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

OWNER

Marilyn K. Gallinger
Witness Marilyn K. Gallinger
K. Anderson
Witness Karene Anderson

Housing Foundation of America,
Inc., a Florida not for profit corporation

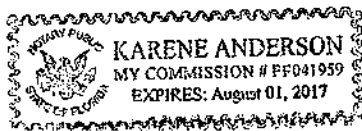
By: Chester A. Bishop
Title: Chairman

Dated: 23rd day of May, 2017

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was sworn to, subscribed and acknowledged before me this 23rd day of May, 2017, by Chester A. Bishop as Chairman for Housing Foundation of America, Inc., a Florida not for profit corporation. He/She is personally known to me or has produced Florida Driver's License No. FL D.L. as identification.



Karene Anderson
Print Name: Karene Anderson
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: 8-1-2017
Serial No., if any: FF041959

DECRESTCOV-AFFHOUSING.DOC

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]

EXHIBIT "A"

PROPERTY DESCRIPTION

Lot 15, HARRIS SUBDIVISION FIRST ADDITION according to the Plat thereof as recorded in Plat Book 21, Page 41 of the Public Records of Broward County, Florida.

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

Property Appraiser Tax Folio Number: 5042 0506 1930

Exhibit C
QUITCLAIM DEED
(Pursuant to F. S. 125.411)

THIS QUITCLAIM DEED ("Deed"), made this _____ day of _____, 2018, 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 Housing Foundation of America, Inc., a Florida not for profit corporation, (the "GRANTEE"), whose address is 690 Northeast 13 Street, Suite 101, Fort Lauderdale, Florida 33304.

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.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

In the event GRANTEE fails to complete the construction of a single family residence, in accordance with the Memorandum of Understanding for Transfer, Development, and Use of Four County-owned Lots for Affordable Housing ("MOU"), recorded on May 31, 2017, in the Public Records of Broward County as Instrument #114414548 and any amendments thereto, within eighteen (18) 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 either (1) 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, or (2) that it has conducted a final project review and determined that the residence constructed on the Property was not constructed in accordance with the requirements set forth in the MOU and that GRANTEE has not cured such defects by the above-referenced eighteen (18) month project deadline. 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 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 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.

[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 2/22/18
Annika E. Ashton (Date)
Senior Assistant County Attorney

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

AEA/wrp
02/20/18
Infill-QCDHFASubstitute
275075

Exhibit A to the Deed

PROPERTY DESCRIPTION

Lot 1, Block 24 of WASHINGTON PARK THIRD ADDITION, according to the Plat thereof as recorded in Plat Book 21, Page 43 of the Public Records of Broward County, Florida.

Return recorded copy to:
Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared
and approved as to form by:
Annika E. Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Exhibit D

Amendment to Memorandum of Understanding

This Amendment ("Amendment") to the Memorandum of Understanding between BROWARD COUNTY, a political subdivision of the State of Florida ("County") whose address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301, and Housing Foundation of America, Inc. ("Nonprofit"), a Florida nonprofit corporation whose address is 2400 North University Drive, Suite 200, Pembroke Pines, Florida 33024 is effective as of the date this Amendment is executed by the latter of the Parties hereto. Nonprofit and County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS:

- A. On May 16, 2017, County and the Nonprofit entered into a Memorandum of Understanding for Transfer, Development, and Use of Four County-Owned Lots for Affordable Housing ("MOU") pursuant to which, *inter alia*, the Nonprofit undertook to develop and construct single-family affordable housing on five (5) County-owned parcels of real property.
- B. One (1) of the parcels conveyed to the Nonprofit pursuant to the MOU, as more particularly described in Exhibit A, attached hereto and made a part hereof, ("Property") and subject to the quitclaim deed recorded on May 31, 2017, as Instrument Number 114414722, in the Public Records of Broward County, Florida, could not be used for construction of affordable housing compliant with the MOU.
- C. The Nonprofit has requested that the County provide a substitute lot for the Nonprofit to build affordable housing and amend the MOU to reflect such substitution.
- D. The Nonprofit has agreed to provide to the County, and the County has agreed to accept from the Nonprofit, a quitclaim deed conveying the Property, and the County is willing to convey a substitute property, as more particularly described in Exhibit B, attached hereto and made a part hereof, ("Substitute Property") for the Nonprofit to build affordable housing compliant with the MOU.

- E. The County and the Nonprofit desire to amend the MOU to reflect the Property is no longer subject to the MOU and that, instead, the Substitute Property is subject to the MOU.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the MOU as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference.
2. The first recital of the MOU shall be amended to read as follows:

WHEREAS, County owns each of the Five properties listed below ("Properties"):

(1) 1554 N.W. 27th Avenue, Unincorporated Broward County, Florida.

(2) 2726 N.W. 9th Court, Unincorporated Broward County, Florida.

(3) 2813 N.W. 9th Court, Unincorporated Broward County, Florida.

(4) ~~873 N.W. 27th Terrace~~ NW 7 Court, Unincorporated Broward County, Florida 33311, Folio Number 504205061930.

(5) 1550 N.W. 27th Avenue, Unincorporated Broward County, Florida.

3. In the event of any conflict or ambiguity between the Amendment and the MOU, this document shall control.
4. Except as expressly modified herein, all terms and conditions contained within the MOU shall remain in full force and effect.
5. The MOU, as modified by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the MOU as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
6. Preparation of this MOU has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
7. Each individual executing this Amendment represents and warrants that he or she is, on the date he or she signs this Amendment, duly authorized by all necessary

and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

8. Multiple originals of this Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to MOU: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____, and HOUSING FOUNDATION OF AMERICA, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator
____ 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  2/22/18
Annika Ashton (Date)
Senior Assistant County Attorney

AMENDMENT TO MOU BETWEEN BROWARD COUNTY AND HOUSING
FOUNDATION OF AMERICA, INC.

NONPROFIT

ATTEST:

Secretary

By 
Printed Name: Chester A. Bishop
Company Name: HOUSING FOUNDATION OF AMERICA, INC.
Title: Director

22nd day of February, 2018.

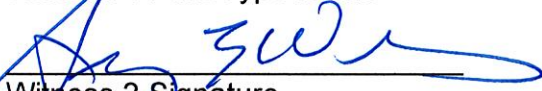
(SEAL)

OR

WITNESSES:


Witness 1 Signature

ELIZABETH GONZALEZ
Witness 1 Print/Type Name


Witness 2 Signature

Suzanne Z. Weiss
Witness 2 Print/Type Name

EXHIBIT A
PROPERTY

Legal Description:

Lot 15, HARRIS SUBDIVISION FIRST ADDITION according to the Plat thereof as recorded in Plat Book 21, Page 41 of the Public Records of Broward County, Florida.

Folio Number:

5042-0511-0180

EXHIBIT A
SUBSTITUTE PROPERTY

Legal Description:

Lot 1, Block 24 of WASHINGTON PARK THIRD ADDITION, according to the Plat thereof as recorded in Plat Book 21, Page 43 of the Public Records of Broward County, Florida.

Folio Number:

5042-0506-1930