

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY TO CONVEY CERTAIN REAL PROPERTY TO BROWARD PARTNERSHIP FOR THE HOMELESS, INC., PURSUANT TO SECTION 125.38, FLORIDA STATUTES; DETERMINING THAT THE PROPERTY IS NOT NEEDED FOR COUNTY PURPOSES; DETERMINING THAT THE USE STATED HEREIN PROMOTES THE PUBLIC OR COMMUNITY INTEREST AND WELFARE; AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED; ACCEPTING A PARKING AND ACCESS EASEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") owns certain real property more particularly described in Exhibit A attached hereto and made a part hereof ("Property");

WHEREAS, Section 125.38, Florida Statutes, states that if a "not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property owned by any county . . . then the organization . . . may apply to the board of county commissioners for conveyance or lease of such property" and "[s]uch 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";

WHEREAS, Broward Partnership for the Homeless, Inc. ("BPHI"), a not-for-profit corporation has made an application to purchase the Property for the purposes of providing permanent supportive housing for formerly homeless persons and rental housing for individuals earning up to Sixty percent (60%) of the area median income and has agreed to execute the Declaration of Covenants and Restrictions attached as Exhibit B; and

WHEREAS, BPHI will grant to County an easement on the Property for parking and access, attached as Exhibit C (“Parking and Access Easement”), NOW, THEREFORE,

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

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

Section 2. The Board finds that BPHI’s proposed use of the Property to provide permanent supportive housing for formerly homeless persons and rental housing for individuals earning up to Sixty (60%) of the area median income promotes the public or community interest and welfare.

Section 3. The Property is not needed for County purposes and is required for the use proposed by BPHI.

Section 4. The Board authorizes the conveyance of the Property to BPHI for the sum of One Dollar (\$1.00), subject to the execution by BPHI of the Declaration of Covenants and Restrictions.

Section 5. The Board authorizes the Mayor or Vice-Mayor of the Board to execute the Quit Claim Deed in the form attached hereto as Exhibit D, and the County Administrator to attest to the execution.

Section 6. The Board accepts the Parking and Access Easement attached hereto as Exhibit C.

Section 8. Severability.

If any portion of this Resolution is determined by any court to be invalid, the invalid 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, or any portion hereof, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 8. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this _____ day of _____, 20____.

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

By /s/ (in italics) _____ 00/00/18
Annika Ashton (date)
Senior Assistant County Attorney

EXHIBIT A

PETITION TO REZONE FROM "B-2" TO "NWRAC-MUe"

LEGAL DESCRIPTION:

ALL OF LOTS 19 THROUGH 23, OF BLOCK 204, OF PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 26 THROUGH 30, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
LOT 24, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET;

TOGETHER WITH:
LOT 25, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET AND THE WEST 15 FEET THEREOF;

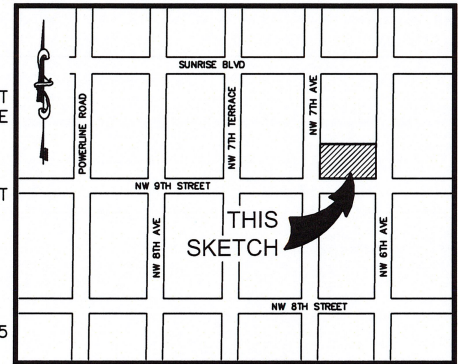
TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 18, OF SAID BLOCK 204, OF PROGRESSO;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 31, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF ALL OF SAID LOTS FOR ALLEY PURPOSES;

LESS THAT PORTION OF ADDITIONAL RIGHT OF WAY AS DESCRIBED IN, OFFICIAL RECORD BOOK 28819, PAGE 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

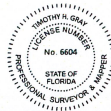
SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 87°51'37" WEST ALONG THE SOUTH LINE OF BLOCK 204, PROGRESSO, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 9, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS



Timothy H Gray
2018.12.26
13:58:03-05'00'

TIMOTHY H. GRAY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6604
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH & ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPAN0 BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07699.MO SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

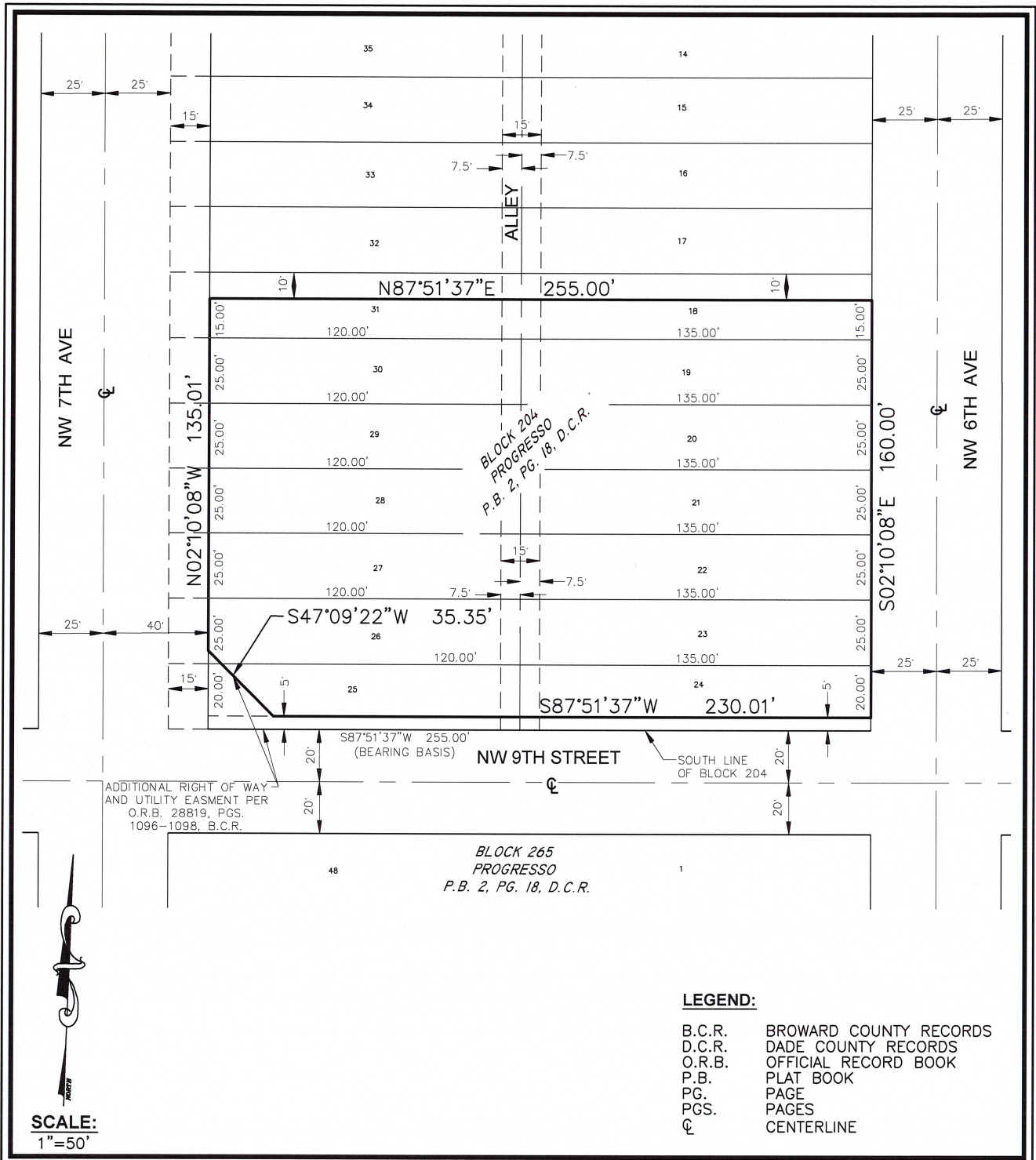
SCALE N/A

FIELD BK. N/A

DWNG. BY DB

CHK. BY LP

DATE	REVISIONS
9/12/18	REVISED BOUNDARY



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 CHK. BY LP

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EXHIBIT B

Return recorded copy to:
Broward County Real Property Section
115 S. Andrews Ave. Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration") is made this ____ day of _____, _____, by Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, and its successors and assigns ("Owner").

W I T N E S S E T H:

- A. Owner is the fee title owner of the parcel of real property located in Broward County, Florida, as described on 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 any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved only 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 used solely for the purpose of providing permanent supportive housing for formerly homeless persons and rental housing for individuals earning up to Sixty (60%) of the area median income ("AMI").
3. 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. In any enforcement action in which the County prevails, County shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts. Any forbearance on behalf of the County to exercise its rights in the event of the failure of Owner to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the County's rights hereunder in the event of any subsequent failure of the Declarant to comply.

4. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 5. Any waiver shall be applicable only 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 for any dispute over its terms shall be Broward County, Florida.
5. If Owner desires to use the Property or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants and restrictions, Owner may apply to County for an amendment, or termination, of these covenants and restrictions as to the particular affected portion of the Property. It shall be the sole discretion of the Broward County Board of County Commissioners whether to modify or terminate these covenants and restrictions as to any portion of the Property, because Owner accepted these covenants and restrictions as a condition of the conveyance of the Property or any portion thereof as an inducement to the County to convey title. Any such amendment or termination shall be approved by the Board of County Commissioners of Broward County, Florida, and apply only to such portion of the Property that is specifically referenced in the amendment.
6. Owner shall record this Declaration in the Public Records of Broward County, Florida.
7. This Declaration is effective upon recordation in the Public Records of Broward County, Florida.

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DECLARATION OF COVENANTS AND RESTRICTIONS

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

OWNER

Broward Partnership for the Homeless, Inc.,

ATTEST:

By: _____

Secretary

Print Name: _____

Title: _____

_____ day of _____, 20_____.

(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida At Large

My Commission Expires: _____

Commission Number: _____

(SEAL)

EXHIBIT A

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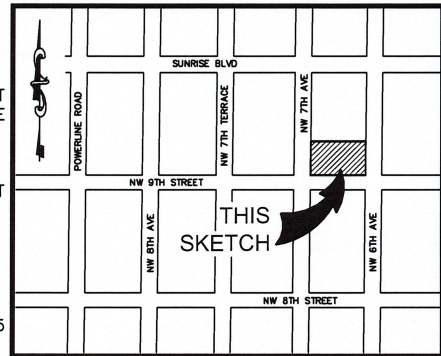
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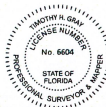
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KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS



Timothy H Gray
2018.12.26
13:58:03-05'00'

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SHEET 1 OF 2

DRAWING NO. 07899.MO SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

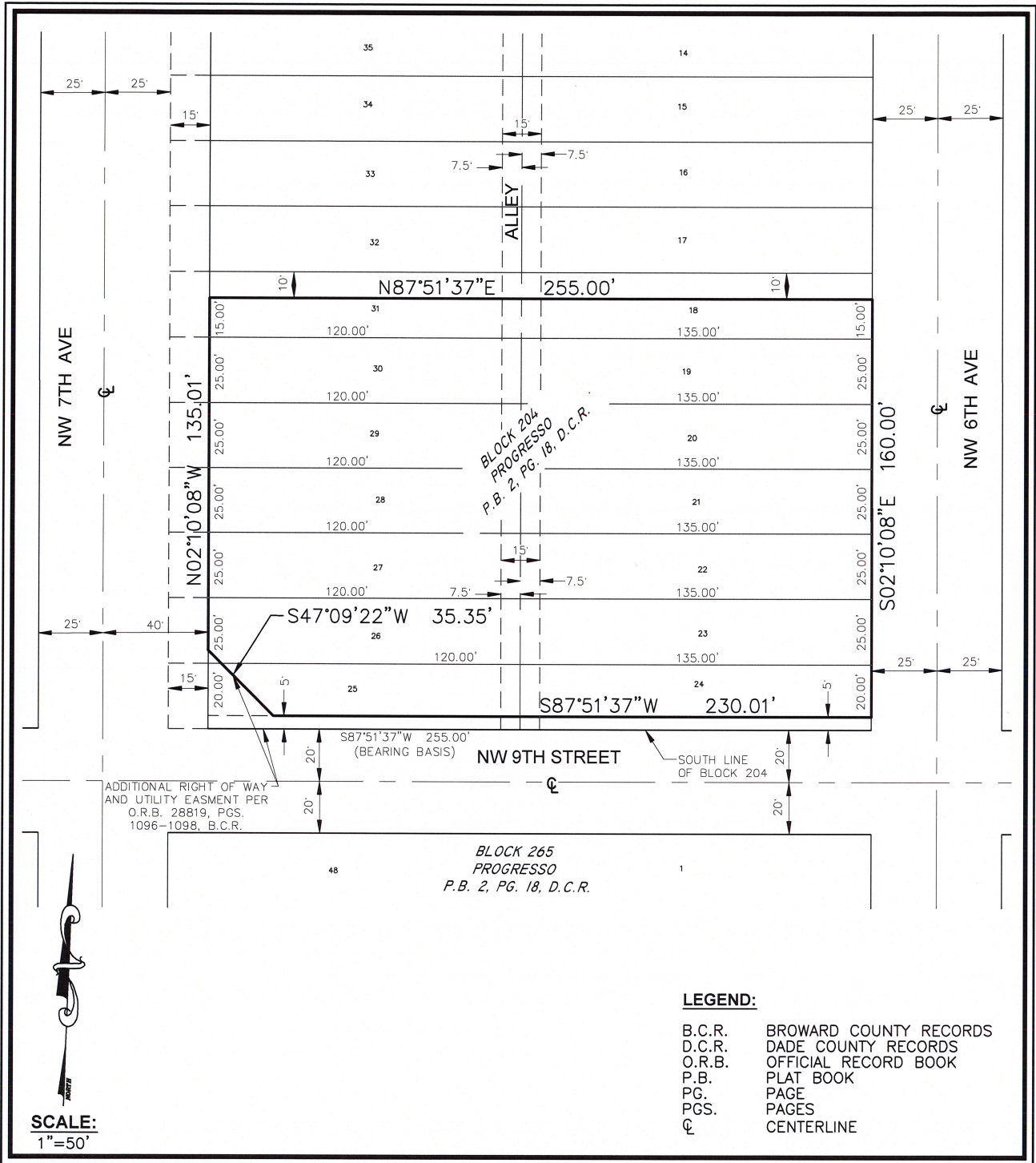
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DATE 5/9/18
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DATE	REVISIONS
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EXHIBIT C

Record and Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

PARKING AND ACCESS EASEMENT AGREEMENT

This Parking and Access Easement Agreement is given this ___ day of _____, 20___, by **Broward Partnership for the Homeless, Inc.**, a Florida not for profit corporation (“Grantor”), whose address is 920 Northwest Seventh Avenue, Fort Lauderdale, FL 33311 to **Broward County**, a political subdivision of the State of Florida (“Grantee”), whose address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, FL 33301. 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 wherever the context so admits or requires.

RECITALS

- A. Pursuant to that certain quitclaim deed recorded simultaneously herewith, Grantee transferred to Grantor in fee simple the following described property situated, lying and being in Broward County, Florida:

See Exhibit A with accompanying sketch of description attached hereto and made a part hereof (“Easement Area”).

- B. Grantee is the fee simple owner of the following described property adjacent to the Easement Area, which property is situated, lying and being in Broward County, Florida:

See Exhibit B with accompanying sketch of description attached hereto and made a part hereof (“Benefited Parcel”).

- C. Grantor desires to provide to Grantee a perpetual easement on, over, under, across, and through the Easement Area for parking and access in order to ensure the Benefited Parcel has sufficient vehicular parking.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual terms and contained herein,

the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Grantor agrees as follows:

1. Grantor hereby grants to Grantee a perpetual, nonexclusive easement on, over, under, across, and through the Easement Area for access and vehicular parking ("Easement").
2. The Easement shall be subject to the following terms, conditions and covenants:
 - a. The grant of the Easement, as described herein, shall be limited to (i) vehicular and pedestrian ingress and egress to and from the Benefited Parcel by Grantee, its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors and (ii) utilization of 54 parking spaces required by the City of Fort Lauderdale to serve the existing homeless assistance center located on the Benefitted Parcel (the "54 Parking Spaces").
 - b. Grantee shall not use the Easement in a manner that unreasonably interferes with the use of the Easement Area by Grantor, its employees, officers, agents, contractors, tenants, subtenants, licensees, invitees, customers, or visitors.
 - c. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purposes, utilize the Easement Area in any manner that does not unreasonably interfere with the Easement, including the construction of a multifamily development upon the Easement Area (the "Residences").
3. Grantee by accepting this Easement acknowledges that Grantor intends to construct the "Residences" and the 54 Parking Spaces may be incorporated into structured parking constructed for the Residences and further, that during construction of the Residences the 54 Parking Spaces will be temporarily provided by Grantor at a location within 700' of the Easement Area.

OWNER

Broward Partnership for the Homeless, Inc.,

ATTEST:

By: _____

Secretary

Print Name: _____

Title: _____

_____ day of _____, 20____.

(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of Broward Partnership for the Homeless, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida At Large

My Commission Expires: _____

Commission Number: _____

(SEAL)
Item No: _____

REF: Approved BCC _____
Return to BC Real Property Section

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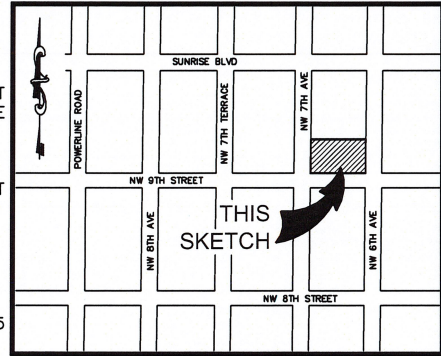
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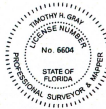
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KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07899.MO SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

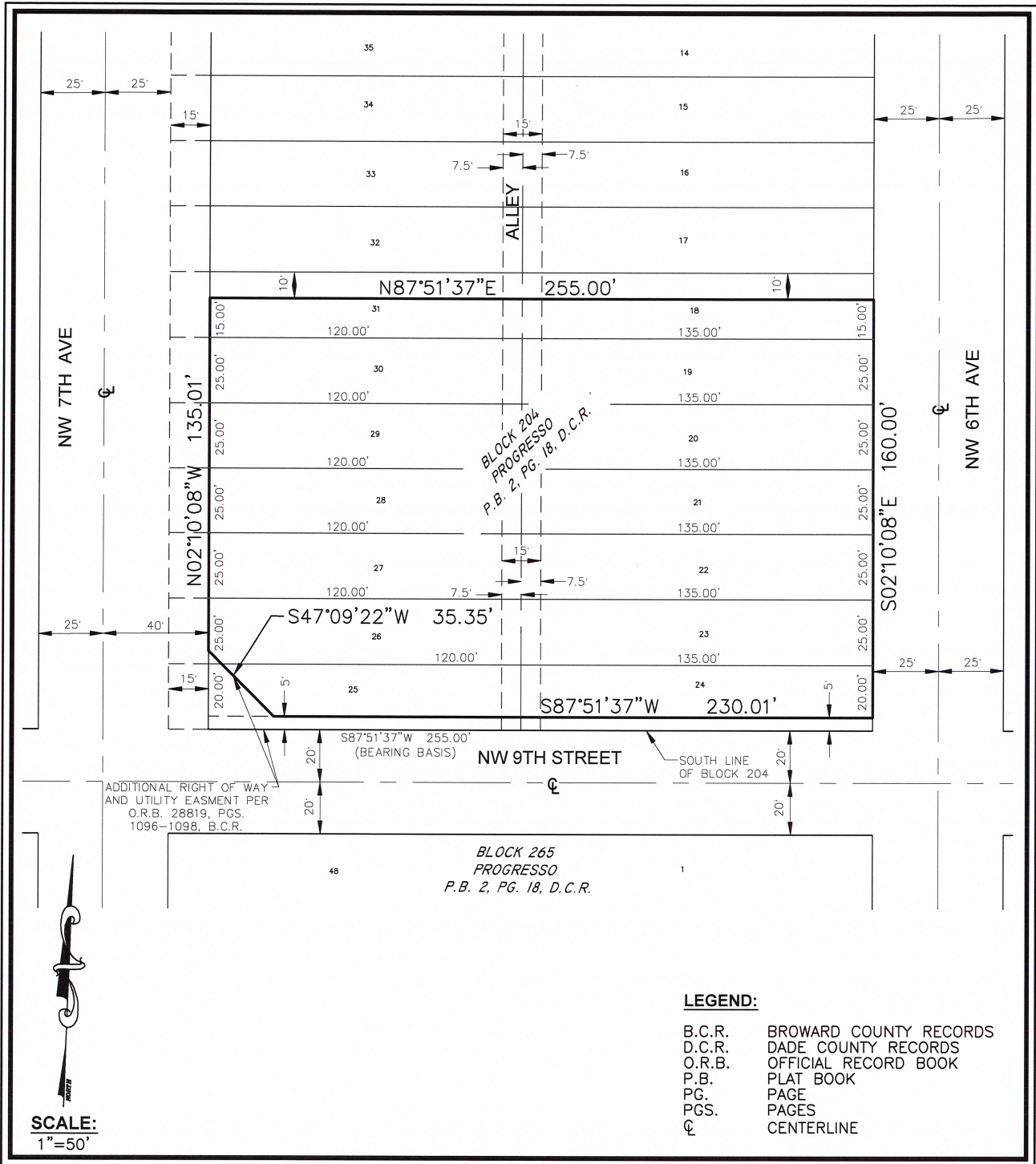
SCALE N/A

FIELD BK. N/A

DWNG. BY DB

CHK. BY LP

DATE	REVISIONS
9/12/18	REVISED BOUNDARY



SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
 BLOCK 204, PROGRESSO, PLAT
 BOOK 2, PAGE 18, DADE COUNTY
 RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

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SHEET 2 OF 2
 DRAWING NO. 07699.MO SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18
 SCALE 1"=50'
 FIELD BK. N/A
 DWNG. BY DB
 CHK. BY LP

DATE	REVISIONS
9/12/18	REVISED BOUNDARY

EXHIBIT B
LEGAL DESCRIPTION OF BENEFITTED PARCEL
[LEGAL DESCRIPTION]