

AGENDA
DANIA BEACH CITY COMMISSION
LEGAL SERVICES WORKSHOP
MONDAY, NOVEMBER 23, 2009 – 4:00 P.M.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION REQUIRED. REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE # 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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1. Call to Order

2. Roll Call

3. Legal Services Discussion

4. Restrictive Covenants for Broward County Escheated Properties

Return signed document to:
Property Agent _____
Real Property Section
115 S. Andrews Avenue, Room 326
Fort Lauderdale, FL 33301

This instrument prepared by:
Jane Doe, Property Agent II of _____
Broward County Real Property Section
And approved as to form by:
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 _____, 20____, 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 City of _____, a Florida municipal corporation (the "GRANTEE"), whose address is _____.

WITNESSETH:

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 below and on Exhibit "A" attached hereto and made a part hereof ("Property"), lying and being in Broward County, Florida, to wit:

(See Exhibit "A")

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, its successor or assigns (hereinafter singularly or collectively "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 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, approved by the Board on January 23, 2007, and attached hereto as Exhibit "B", the terms, conditions and provisions of which are hereby incorporated herein and made a part hereof by this reference.

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, or designee may prepare and record an affidavit reciting that it has conducted a search of the official records 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 the property transferred by this document does not have good, marketable, and insurable title, as determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law, GRANTEE must diligently pursue a Quiet Title action in a Court of competent jurisdiction within ninety (90) days of recordation of this deed. GRANTEE's failure to notify GRANTOR within the aforesaid 90 days that it has duly brought an action of quiet title shall be evidence that title to the property is good, marketable, and insurable, as determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. If GRANTEE is unable to obtain a Summary Final Judgment of Quiet Title within 12 months of the transfer of title to GRANTEE, GRANTOR may, in its sole discretion, waive this reverter condition for an additional 12 month period of time, provided GRANTEE has requested waiver in a timely manner and can demonstrate that GRANTEE is diligently, as determined by GRANTOR, pursuing Quiet Title as evidenced by Court filings and case number. 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 "Extension of Time Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which GRANTEE must obtain good, marketable, and insurable title, as determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law.
- (3) In the event GRANTEE fails to cause initiation of construction of a single family residence, as evidenced by issuance of a building permit to GRANTEE for construction of a single family residence within one-hundred twenty (120) days from determination of good, marketable, and insurable title, as determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law, GRANTOR may, in its sole discretion, waive this reverter condition for an additional ninety (90) day period of time, provided GRANTEE has requested waiver and demonstrates that GRANTEE is diligently pursuing building permits for construction of a single family residence. If GRANTEE fails to obtain a building permit for construction within the time limits set forth above, GRANTOR, through its County Administrator, or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of Broward County, or the records of the City within which the property is located, to determine whether an applicable building permit has been issued for subject Property. 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 complete the construction of a single family residence, as evidenced by the issuance of a final Certificate of Occupancy, within one hundred eighty (180) days from the date of issuance of a building permit, GRANTOR may, in its sole discretion, waive this reverter condition for an additional ninety (90) day period of time. If GRANTEE fails to obtain final Certificate of Occupancy within the time limitations set forth above, GRANTOR, through its County Administrator, or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of Broward County, or the records of the City within which the property is located, 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.

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 (1), (2), (3) and (4) 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 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 Quiet Title, 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.

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
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

RevC

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants, made this _____ day of _____, 20____, by Pompano Beach, a Florida municipal corporation, hereinafter referred to as "OWNER".

WHEREAS, OWNER is the fee title owner of that certain real property legally described in Exhibit "A-1," 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 the COUNTY and the City, 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 fifty (50) 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 non-residential purposes, other than home offices when permitted by applicable zoning regulations.

(b) The Property, upon completion of the residential dwelling unit(s), shall be purchased and occupied solely by persons who meet the following criteria at the time of purchase. "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, the total annual adjusted gross household income of which is less than 120 percent of the median

annual adjusted gross income for Broward County, adjusted for family size.

(2) The purchaser of the Property shall have monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed thirty five (35) percent of their monthly adjusted gross income.

(3) Excluding government subsidies, the down payment, if any, for the purchase of the Property does not exceed twenty (20) percent of the purchase price.

(4) For a term of at least fifty (50) 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 fifty (50) 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 of Broward County, or his/her 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 people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development.

(7) For the purposes of this provision, the term "adjusted gross income" means all wages, assets, regular cash or non-cash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

(c) CITY and COUNTY are hereby granted a right of first and second right of refusal, respectively, to purchase the Property before foreclosure to preserve the period of affordability for the Property. Mortgage holder(s) shall give the CITY and COUNTY not less than thirty (30) days prior written notice of its (their) intention to foreclose upon the mortgage on the Property or to accept a conveyance of the Property in lieu of foreclosure and afford the CITY and COUNTY the right of first and second refusal, respectively, to purchase the Property for the outstanding mortgage balance to preserve low income affordability. CITY and COUNTY shall have thirty (30) days from receipt of the mortgage holder's notice to provide notice to the mortgage holder that CITY or COUNTY will exercise

its right to purchase the Property for the outstanding mortgage balance. If CITY or COUNTY exercises their right of first or second refusal, respectively, the Property shall be transferred within ninety (90) days from receipt of mortgage holder's notice. Any action by the mortgage holder which delays or prevents CITY or COUNTY from purchasing the Property shall extend the CITY or COUNTY's time period for executing its right of first or second refusal, respectively, by the number of days of the delay, or for that period of time that the CITY or COUNTY is prevented from consummating the purchase.

- (d) Maintenance of Property. OWNER agrees to maintain Property and the exterior of the unit(s) thereon in good repair, including but not limited to, painting, landscaping and lawn maintenance, as necessary. OWNER shall maintain the Property and the unit(s) built thereon in accordance with the applicable laws, regulations and ordinances. If any action or proceeding is commenced which materially affects the CITY's or COUNTY's interests in the Property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, CITY or COUNTY,, at CITY's or COUNTY's option and upon notice to OWNER, may make such appearances and take such action as is necessary to protect CITY's or COUNTY's interest.
- (e) CITY and COUNTY shall have a right of first and second refusal, respectively, to purchase the PROPERTY during the restriction period. OWNER shall give CITY and COUNTY no less than thirty (30) days' notice of his/her intention to sell the PROPERTY. Such notice shall include the amount that a qualified buyer has offered to purchase the PROPERTY. CITY and COUNTY shall have thirty (30) days from receipt of notice of intention to sell to notify OWNER that it will exercise its right to purchase the property for the amount offered by the qualified buyer. If CITY or COUNTY exercises its right of first or second refusal, respectively, the PROPERTY shall be transferred within ninety (90) days from receipt of OWNER's notice. If CITY or COUNTY elects not to exercise its right of first or second refusal, respectively, OWNER may convey the property to a qualified buyer, subject to the affordability restrictions set forth herein for the remaining restriction period.

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 fifty (50) years. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the CITY 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 fifty (50) 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. When used herein, the term "CITY" shall mean the City of Pompano Beach, 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. The COUNTY and CITY are the beneficiaries of these covenants and restrictions, and as such, the COUNTY and CITY 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 BROWARD COUNTY OR THE CITY OF POMPANO BEACH 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 and CITY. 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 of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, OWNER and MORTGAGEE have executed this Declaration of Restrictive Covenants and Subordination as follows:

OWNER

ATTEST:

City Clerk
Mayor

By:_____

Dated: _____ day of _____, 20__

APPROVED AS TO LEGAL FORM:

, City Attorney

Dated:_____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2008, by _____. He/she is personally known to me or has produced Florida Driver's License No. _____ as identification.

Print Name:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

MAH
06/18/08
QuitClaimDeedw/Restrictive Covenants-City-AffHousing.doc

EXHIBIT "A-1"

LEGAL DESCRIPTION