

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR THE DONATION OF COUNTY PROPERTY TO HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC., A NON-PROFIT ORGANIZATION, FOR THE CONSTRUCTION OF AFFORDABLE HOUSING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 125.38, Florida Statutes (2022) authorizes the conveyance of county property to a non-profit organization in accordance with certain procedures; and

WHEREAS, Seminole County owns four parcels of land known as:

See attachment A to the Donation Agreement attached to this Resolution as Exhibit 1 for legal description (the "Property").

WHEREAS, section 125.38, Florida Statutes provides that in order for a county to convey its interest in land to a non-profit organization for nominal consideration, such conveyance must be for the public or community interest and welfare; and

WHEREAS, the Property is not needed for a County purpose;

WHEREAS, section 125.38, Florida Statutes requires that the Board adopt a resolution setting forth both the purpose for which the property is to be used and its price;

WHEREAS, the Seminole County Board of County Commissioners wishes to express its intention to donate four parcels of land to enable Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc. ("Habitat for Humanity"), a not-for-profit corporation, to construct affordable homes for Seminole County, in furtherance of the County's goal to promote affordable housing; and

WHEREAS, Habitat for Humanity wishes to be the recipient of such land and has agreed to construct affordable homes for families of low and moderate incomes of Seminole County, subject to a restrictive use covenant guaranteeing their affordability for a period of thirty (30) years, and subject to a reverter clause requiring commencement of construction within three years.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that:

Section 1. The County agrees to convey County land to Habitat for Humanity, a not-for-profit organization, for Habitat for Humanity to build affordable homes on the donated parcels of land.

Section 2. The Chairman of the Board is authorized to execute the Donation Agreement and County Deeds relating to the Property.

Section 3. This Resolution shall be incorporated into the official minutes of Clerk of the Circuit Court in and for Seminole County. 

Section 4. This Resolution shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
AMY LOCKHART, Chairman

For the use and reliance of
Seminole County only.

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:

Exhibit 1 – Donation Agreement and attachments

GSK (T drive: Users\GKahn\AffordableHousing\DonationContract\Resolution Donation Agr.doc)
11/17/2022



**DONATION AGREEMENT
(BETWEEN HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER
APOPKA, FLORIDA, INC., and SEMINOLE COUNTY)**

THIS DONATION AGREEMENT (*this “Agreement”*) is made and entered into effective as of the ____ day of ____, 2022 (the “*Effective Date*”), by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “*Donor*,” and **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC.** (“**HABITAT FOR HUMANITY**”), a not-for-profit corporation registered in the State of Florida, whose address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701 in this Agreement referred to as “*Donee*.”

RECITALS

- A. WHEREAS, Donor is a charter county and political subdivision of the State of Florida.
- B. WHEREAS, Donor owns certain real property located in Seminole County, Florida, which real property is more particularly described in Exhibit A, attached and incorporated into this Agreement, together with any and all hereditaments and appurtenances (collectively, the “*Property*”).
- C. WHEREAS, Donee has approached Donor with a proposal to develop the Property for purposes of developing and creating affordable housing.
- D. WHEREAS, Donor desires to donate the Property to Donee, and Donee desires to accept donation of the Property, subject to terms, covenants and conditions herein. Donor will deed the Property to Donee, as illustrated by Exhibit B.

NOW, THEREFORE, for and in consideration of foregoing recitals and the mutual covenants and conditions contained in this Agreement, Donor hereby agrees to convey to Donee the Property conditioned upon the following terms and conditions:

**ARTICLE 1.
DONATION OF THE PROPERTY**

- 1) **Donation of the Property**. Upon the terms, covenants and conditions set forth in this Agreement, Donor agrees to donate to Donee the Property, inclusive of all improvements, and Donee agrees to accept the donation of the Property from Donor.
- 2) **“AS IS” Donation**. Donee acknowledges and agrees that, except as expressly set forth in this agreement and any document delivered to Donee by Donor, Donor has not made, and specifically negates and disclaims, any representations, warranties regarding any aspect of the property, including without limitation: (A) the value, nature, quality or physical condition of

the property; (B) the income to be derived from the property; (C) the compliance of the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (D) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property; (E) the manner, quality, state of repair or lack of repair of the property; or (G) compliance of the property with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the property of hazardous materials. Additionally, except as expressly set forth in this agreement or any of the documents delivered by Donor to Donee, no person acting on behalf of Donor is authorized to make, and by execution of this Agreement, Donee acknowledges that no person has made any representation warranty, covenant or agreement regarding the Property or the Donation contemplated in this Agreement. Donee acknowledges and agrees that to the maximum extent permitted by law, the donation of the Property is made on an "as is" basis with all faults. Donee assumes the risk that adverse past, present or future physical characteristics and conditions of the property may not have been revealed by Donor's disclosures. The provisions of this section shall survive any termination of this agreement.

- 3) **Reversionary Interest.** Donee agrees that if Donee fails to begin construction of affordable housing within the first three (3) years of the execution of this contract, then upon written notice by Donor to Donee electing to exercise its rights pursuant to this section, title to the Property shall revert back to Donor and the reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds or other matters affecting such portion of the Property which were made or created after the date of this Agreement. In the event Donee does commence construction within such time period, then upon Donee's request, Donor agrees to execute an instrument, in recordable form reasonably acceptable to Donor and Donee, acknowledging the satisfaction of the condition to build within three years, and the termination of Donor's reversionary interest in the Property. Nothing in this Agreement shall preclude Donee from, for any reason whatsoever, in its discretion, conveying the Property back to Donor prior to the third (3rd) year of this Agreement.
- 4) **Restrictive Use Covenant.** Donee agrees to and acknowledges the Restrictive Use Covenant ("RUC"), restricting the use of the Property for affordable housing by Low and Moderate Income households for a period of thirty (30) years from the recording date of such RUC (the "Affordability Period"). The RUC is part of the Deed, which is attached as Exhibit C to this Agreement. For the purposes of this agreement, Low income and Moderate Income are defined as:

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

"Moderate Income" means gross household income not to exceed one-hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area. Or one-hundred forty percent (140%) per Seminole County's Attainable Housing Strategic Plan.

ARTICLE 2.
REPRESENTATIONS, COVENANTS AND WARRANTIES

- 1) **Donor's Representation, Covenants and Warranties.** Donor represents, warrants and covenants to Donee as follows:
 - a. **Donor's Authority:** Donor is a charter county and political subdivision of the State of Florida and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations under this Agreement. Donor's authority to enter into contract, however, is contingent upon the Board of County Commissioners adopting a resolution approving this transaction.
 - b. **All Required Action Taken.** All action required pursuant to this Agreement and necessary to effectuate the donation contemplated in this Agreement has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

- 2) **Donee's Representation, Covenants and Warranties.** Donee represents, warrants and covenants to Donor as follows:
 - a. **Donee's Authority.** Donee is a Florida not-for-profit corporation organized under the law of Florida, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations.
 - b. **All Required Action Taken.** All action required pursuant to this Agreement and necessary to effectuate the donation has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

ARTICLE 3.
RELEASE OF CLAIMS

- 1) **Release of Claims.** Donee hereby covenants and agrees to release and not to sue Donor, its officers, directors, attorneys, agents and employees (the "Released Parties") as a result of any and all claims regarding the condition of the Property, including any and all claims and causes of action existing as of the date of Donor's delivery of the Deed for the Property to Donee and any claims and causes of action, whether at common law or by federal, state, county or municipal law or ordinance. The provisions of this paragraph shall survive the conveyance of the Property.

**ARTICLE 4.
GENERAL PROVISIONS**

- 1) **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth in this Agreement, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by Donor and Donee.
- 2) **Binding Effect.** The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained in the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.
- 3) **Controlling Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.
- 4) **Counterparts.** This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.
- 5) **Conflict of Interest.** Donee shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.
- 6) **Assignment.** Donee may not assign its interest in this Agreement without the prior approval of the Donor.
- 7) **Notice.** For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Community Development Office
Seminole County Government
524 West Lake Mary Blvd
Sanford, FL 32773

For HABITAT FOR HUMANITY:

P.O. Box 181010
Casselberry, FL 32718

- 8) **Expense of Parties.** In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorney's fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated by this Agreement.
- 9) **Effective Date.** The term "Effective Date" shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below in the signatory page.
- 10) **Exhibits.** Any reference to any exhibit, addendum, or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated by reference and made a part of this Agreement.
- 11) **Conflicts.** In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision in time shall control to the extent of a conflict.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:


Signature

Kelly Pisciotto
Print Name


Signature

WENDY SMITH
Print Name

 **Habitat for Humanity of Seminole County
and Greater Apopka, Florida Inc.,**

By: 
PENNY J. SEATER, Executive Director

11/15/2022
Date

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2022, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

GLK/

11/14/22

Attachments:

Exhibit "A" – Legal description

Exhibit "B" – Sample Deed

Exhibit "C" – Sample RUC



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EXHIBIT A TO DONATION AGREEMENT

Legal Description of Property

A. Parcel ID: 10-21-30-5BR-0A00-0020

NLY 35 FT OF LOT 2 & ALL LOT 4 (LESS RD)
BLK A
AMENDED PLAT OF BUTTONS SUBD
PB 9 PG 25

B. Parcel ID: 35-19-30-507-0000-0140

LOT 14 (LESS W 5 FT)
AMENDED PLAT ELNORA SQUARE
DB 113 PG 482

C. Parcel ID: 35-19-30-513-2200-0180

LOT 18 BLK 22
PINE LEVEL
PB 6 PG 36

D. Parcel ID: 25-19-30-5AI-0816-0010



LOTS 1 & 2 (LESS RD)
BLK 8 TR 16
SEMINOLE PARK
PB 2 PG 75

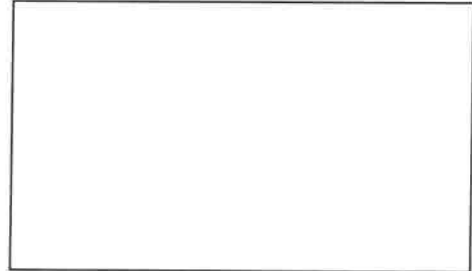
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EXHIBIT B TO DONATION AGREEMENT

DEED

This document was prepared by:
Gerlin Kahn, Esq.
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, FL 32771

Please return to:
Seminole County Community Services Dept.
520 W. Lake Mary Blvd. Suite 300
Sanford, FL 32773



**COUNTY DEED
COUNTY OF SEMINOLE, FLORIDA**

THIS COUNTY DEED is made this ____ day of _____, 20____, by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter called the "GRANTOR", and **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC. ("HABITAT FOR HUMANITY")**, a Florida Not for Profit corporation, whose address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701, hereinafter called the "GRANTEE".

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN DOLLAR (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to wit:

NLY 35 FT OF LOT 2 & ALL LOT 4 (LESS RD)
BLK A
AMENDED PLAT OF BUTTONS SUBD
PB 9 PG 25

Parcel ID: 10-21-30-5BR-0A00-0020
(hereinafter referred to as the "Property").

This conveyance shall be construed as a determinable fee simple according to the following condition:

The Restrictive Use Covenant attached to this instrument as Exhibit A be executed and recorded restricting the use of the Property for affordable housing by Low and Moderate Income households for a period of thirty (30) years from the recording date of such Restrictive Use Covenant (the “Affordability Period”).

“Low Income” means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

“Moderate Income” means gross household income not to exceed one-hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area. Or one-hundred forty percent (140%) per Seminole County’s Attainable Housing Strategic Plan.

If GRANTEE fails to use the Property to provide affordable housing to Low and Moderate Income Households during the Affordability Period, then the Property and all rights conveyed pursuant to this County Deed shall revert to GRANTOR.

If GRANTEE fails to begin construction of these affordable homes within three (3) years of the execution of this deed, then the Property and all the rights conveyed pursuant to this County Deed shall revert to Grantor.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20__ regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
GLK
11/14/22

EXHIBIT C TO DONATION AGREEMENT

RESTRICTIVE USE COVENANT

This document was prepared by:
Gerlin Kahn, Esq.
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return to:
Community Development Office
Seminole County Government
524 West Lake Mary Blvd.
Sanford, FL 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC. ("HABITAT FOR HUMANITY")**, a Florida Not for Profit corporation, whose address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701, hereinafter the "GRANTOR", in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "GRANTEE," concerning certain parcel of real property, hereinafter the "Property", the address, legal description, and parcel identification number for which are as follows:

NLY 35 FT OF LOT 2 & ALL LOT 4 (LESS RD)
BLK A
AMENDED PLAT OF BUTTONS SUBD
PB 9 PG 25

Parcel Identification No.: **10-21-30-5BR-0A00-0020**

The use of the Property shall be restricted to providing affordable housing only for Low and Moderate Income households for a period of Thirty (30) years from the recording date of this instrument in the Official Land Records of Seminole County, Florida (the "Affordability Period").

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

“Moderate Income” means gross household income not to exceed one-hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area. Or one-hundred forty percent (140%) per Seminole County’s Attainable Housing Strategic Plan.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly approved and executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

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DRAFT – NOT FOR EXECUTION

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST:

**Habitat for Humanity of Seminole County
and Greater Apopka, Florida Inc.,**

Signature

By: _____
PENNY J. SEATER, Executive Director

Print Name

Date

Signature

Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)



I HEREBY CERTIFY that, on this ____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as President and _____, as Secretary, of _____ a *[corporation, limited liability company]* organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____ respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the *[entity]*, and that they also affixed thereto the official seal of the *[entity]*.

[NOTARY SEAL]

Notary Public in and for the County and
State aforementioned

Date: _____