ALISH - NEED FOR CLOSING BY WED. 10/16.

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 10/14/2024

DOCUMENT TITLE: Declaration of Restrictive Covenants – BHV 2201 LLC – 2201 NE 19th St – Ball Harbor Property – Parks – Closing

COMM. MTG. DATE: 8/20/2024 **CAM #:** 24-0681 **ITEM #:** PH-4 **CAM attached:** ☑ YES ☐ NO

Routing Origin: CAO **Router Name/Ext:** Sonia Ext. 5598 **Action Summary attached:** ☑ YES ☐ NO

CIP FUNDED: ☐ YES ☑ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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1) Dept: CAO **Router Name/Ext:** Sonia Sierra **# of originals routed:** 1 **Date to CAO:** 10/14/24

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2) City Attorney's Office: Documents to be signed/routed? ☑ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☑ YES ☐ NO Approved as to Form: ☑ YES ☐ NO

Date to CCO: 10/14/24 Thomas J Ansbro for Lynn Solomon
Attorney's Name Initials

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3) City Clerk's Office: # of originals: ____ **Routed to:** Donna V./Amber Cabrera./CMO **Date:** _____

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4) City Manager's Office: CMO LOG #: Oct46 Document received from: _____

Assigned to: SUSAN GRANT ☐ ANTHONY FAJARDO ☐ LAURA REESE ☐ BEN ROGERS ☐
SUSAN GRANT as Acting City Manager ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

PER ACM: **A. Fajardo** _____ (Initial/Date) PER ACM: **L. REESE** _____ (Initial/Date)

B. Rogers _____ (Initial/Date)

☐ **PENDING APPROVAL** *(See comments below)*

Comments/Questions: _____

~~Forward ___ originals to ☐ Mayor ☐ CCO **Date:** _____~~

~~**5) Mayor/CRA Chairman:** Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____~~

~~**6) City Clerk:** Forward __ originals to CAO for **FINAL APPROVAL** **Date:** _____~~

~~**7) CAO** forwards __ originals to **CCO** **Date:** _____~~

8) City Clerk: Scan original and forwards 1 originals to: **Sonia SierraX5598 CAO**
Please scan a cop of the fully executed document to ssierra@fortlauderdale.gov
Attach __ certified Reso # **24-152** ☑ YES ☐ NO **Original Route form to Sonia Sierra X5598**

PUBLIC HEARINGS

LS **PH-1** 24-0452 Public Hearing Amending the Housing and Community Development 2023-2024 Annual Action Plan and 2020-2024 Consolidated Plan - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

SCW **PH-2** 24-0665 Public Hearing - Resolution to Establish Minimum Annual Lease Rates and Adopt a Brokerage Commission Policy for Property Available for Lease at Fort Lauderdale Executive Airport - (Commission District 1)

24-150

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

LS **PH-3** 24-0743 Public Hearing and Adoption of Resolution Approving the Parks, Recreation and Beaches Advisory Board's Recommendation for Approval of Land Purchase of Real Property Located at 2201 NE 19th Street (Folio Number 494225000060), as Provided in the Parks and Recreation Bond Resolutions - (Commission District 1)

24-151

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

LS **PH-4** 24-0681 Public Hearing - Resolution Approving a Purchase and Sale Agreement for Real Property Located at 2201 NE 19 Street Under the Parks Bond for an Amount Not to Exceed $1,740,000 - (Commission District 1)

24-152

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

RESOLUTION NO. 24-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE PURCHASE AND SALE OF REAL PROPERTY LOCATED AT 2201 NE 19TH STREET, FORT LAUDERDALE, FLORIDA, 33305 FOR AN AMOUNT NOT TO EXCEED ONE MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($1,740,000.00) PLUS CLOSING COSTS; DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE ALL DOCUMENTS OR INSTRUMENTS RELATED TO THIS TRANSACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2024, the City Manager, subject to City Commission approval, signed an Agreement of Purchase and Sale, on behalf of the City of Fort Lauderdale, for One Million Seven Hundred Forty Thousand and No/100 Dollars ($1,740,000.00) to purchase real property located at 2201 NE 19th Street, Fort Lauderdale , FL 33305 (Property ID No. 4942-25-00-0060) ("Subject Property"), such real property legally described as:

See Exhibit "A"

WHEREAS, the City is seeking to acquire the Subject Property to provide a community benefit to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission approves the purchase of the Subject Property for One Million Seven Hundred Forty Thousand and No/100 Dollars ($1,740,000.00) plus closing costs and approves, confirms and ratifies the Agreement of Purchase and Sale dated July 1, 2024, attached as Exhibit 1 to Commission Agenda Memorandum No. 24-0681.

SECTION 2. The City Commission hereby delegates authority to the City Manager to execute all documents and instruments necessary and proper and take such actions he or she deems appropriate to acquire the Subject Property and consummate this transaction.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City Officials and the City Manager.

SECTION 4. That this Resolution shall be in full force and effect upon final adoption.

ADOPTED this 20th day of August, 2024

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney
THOMAS J. ANSBRO

Dean J. Trantalis	Yea
John C. Herbst	Yea
Steven Glassman	Yea
Pamela Beasley-Pittman	Yea
Warren Sturman	Yea

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#24-0681**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: August 20, 2024

TITLE: Public Hearing - Resolution Approving Purchase and Sale Agreement for Real Property Located at 2201 NE 19 Street Under the Parks Bond for an Amount Not to Exceed $1,740,000 - **(Commission District 1)**

Recommendation

Staff recommends that the City Commission approve the purchase and sale agreement for the property located at 2201 NE 19th Avenue, Fort Lauderdale, FL 33305 (Property ID 494225000060), to develop a park funded by the parks bond.

Background

On March 12, 2019, City of Fort Lauderdale voters approved a $200 million bond to improve city parks and recreation facilities. Approximately $30 million of this bond is earmarked for land acquisition. To identify future park sites, City Staff and Collier's International gathered input from neighbors and community stakeholders and used data published by the Trust for Public Land ("Trust"), which scores cities nationwide based on the percentage of residents within a ten-minute walk of a park. Currently, 84% of Fort Lauderdale residents are within this range.

On November 29, 2023, Calloway and Price appraised the property at $1,200,000 (Exhibit 1). On December 12, 2023, The Ernest Jones Company performed another appraisal, valuing the property at $1,160,000 (Exhibit 2). According to Section 166.045 of the Florida Statutes, two appraisals are required for properties valued over $500,000.

On July 1, 2024, the City entered into a Purchase and Sale Agreement ("PSA") with the seller (Exhibit 3). The property, which is approximately 19,287 square feet and zoned as B-1, Boulevard Business (Exhibit 4), includes a rectangular-shaped lot with a building that will be demolished by the buyer prior to closing, as outlined in the First Amendment to the PSA (Exhibit 5).

On June 26, 2024, the property was presented for approval before the Parks, Recreation, and Beaches Advisory Board (Exhibit 6). Additionally, staff communicated the intended plans with the Bal Harbour Homeowner's Association, the neighboring community (Exhibit 7).

Although the property was not listed on the market, the City sent a Letter of Intent to the owner to purchase the land for $1,740,000. This proposed purchase price is 47.46% above the average appraised value. In accordance with Section 166.045 of the Florida Statutes, if the purchase price exceeds the average appraised value, the City Commission must approve the purchase by an extraordinary vote, typically interpreted as more than a simple majority. Therefore, at least four City Commissioners must approve the proposed purchase.

Resource Impact

Funds for this purchase and sale agreement for real property located at 2201 NE 19 in the amount of $1,748,700 are inclusive of appraisals and environmental assessment. The property acquisition is for $1,740,000. This item is contingent upon approval of the associated Budget Amendment CAM #24-0324.

Funds available as of February 10, 2021					
ACCOUNT NUMBER	**INDEX NAME (Program)**	**CHARACTER CODE/SUB-OBJECT NAME**	**AMENDED BUDGET (Character)**	**AVAILABLE BALANCE (Character)**	**AMOUNT**
10-353-6999-572-60-6504-P12919	District 1 - 2201 NE 19 Street Property Purchase	Capital Outlay/ Construction	$0	$0	$1,748,000
			TOTAL AMOUNT ►		$1,748,000

Strategic Connections

This item is a FY 2024 Commission Priority, advancing the Public Places initiative.

This item is a *Press Play Fort Lauderdale Strategic Plan 2029* initiative, specifically advancing:

- The Public Places Focus Area
- Goal 5: Build a beautiful and welcoming community
- Objective: Percent of neighbors that live within a 10-minute walk of a park

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

Related CAMs

CAM #24-0324 and CAM #24-0743

Attachments

Exhibit 1 – Calloway and Price Appraisal

Exhibit 2 – Ernest Jones Company Appraisal
Exhibit 3 – Purchase and Sale Agreement
Exhibit 4 – Location Map
Exhibit 5 – First Amendment to Purchase and Sale Agreement
Exhibit 6 – Parks, Recreation and Beaches Advisory Board Meeting Minutes
Exhibit 7 – Bal Harbour Park Letter of Support
Exhibit 8 – Resolution

Prepared by: Angela Salmon, City Manager's Office

Charter Officer: Susan Grant, Acting City Manager

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration" or "Restrictive Covenant") is made this _____day of _____, 2024, by the City of Fort Lauderdale, a Florida municipal corporation (the "City") in favor of BHV 2201, LLC, a Florida limited liability company ("BHV").

WHEREAS, the City, as Buyer, and BHV, as Seller, entered into an Agreement of Purchase and Sale dated July 1, 2024, for transfer of the real property described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property is one of the parcels in Bal Harbour Village Plat as recorded in Plat Book 183, Page 738 of the Public Records of Broward County, Florida; and

WHEREAS, BHV intends to develop the remaining parcels in Bal Harbour Village; and

WHEREAS, the City has agreed to restrict the use of the Property and grant BHV limited equitable enforcement rights for a limited period of time.

NOW, THEREFORE, in accordance with and in consideration of the foregoing, the City declares that the Property described herein shall be held, occupied and used subject to the restrictions, covenants, servitudes, impositions set forth herein:

1. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.

2. This Declaration of Restrictive Covenant shall be recorded immediately following the Deed of conveyance from BHV to the City.

3. This Restrictive Covenant shall encumber and restrict the use of the Property as a park for a limited period of time and will be open to the public at reasonable times and will be operated in a safe and attractive manner. This Restrictive Covenant shall automatically terminate when the last unit or residence in the Bal Harbour Village Plat is sold to a third party as evidenced by the recording of a deed in the public records of Broward County, Florida. If requested by the City, BHV agrees to cooperate and provide an affidavit in recordable form as evidence of termination of this Restrictive Covenant. Nothing shall be deemed a requirement of the City to immediately open the Property to the public and operate a park upon acquiring title to the Property. The Property will be open to the public when the park designs are complete, and funding is made available, and the park improvements are completed. None of the deeds of conveyance of the lots within Bal Harbour Village shall include any covenants or obligations to maintain the Property as a park. A park shall be deemed to include active, passive, recreational, conservation and other uses appropriate for the enjoyment by the general public. The City shall have the right to hire private operators and to charge fees for services and activities within the Property. The Property shall be open to the general public and not for the exclusive use of the residents of Bal Harbour

Village. The City shall have the right to install public improvements and infrastructure for water, sewer, drainage, electrical, cable, telecommunications and other utilities as it deems necessary and appropriate on, over, under or above the Property, which uses are not limited to benefiting the Property only. Further, the City shall have the right, at its sole discretion, to dedicate a portion of the Property for addition right of way for pedestrian and/or vehicular access. Such uses shall not be deemed a violation of any covenants or restrictions contained herein. This Declaration of Covenant does not include a right of reverter in favor of the BHV or the right to sue for damages against the City. The City has paid in excess of market value for the Property and forfeiture of the Property in the event of a violation of the Restrictive Covenant is not a remedy for the Seller without a refund of the Purchase Price to the City.

4. BHV, and not its successors and/or assigns, is the beneficiary of this Restrictive Covenant and as such may enforce this Restrictive Covenant in equity only against any person or persons, entity or entities, violating or attempting to violate the terms of this Restriction Covenant. BHV shall not have the right to recover or sue the City for damages. Its remedy shall lie in equity such as an injunction or specific performance.

5. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

6. It is intended that this Declaration and the rights and obligations set forth herein shall run with and encumber the Property and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the BHV but not its successor and/or assigns.

7. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation and the rights and obligations hereunder shall be binding upon the City and its successors in interest and/or assigns.

8. The City shall permit reasonable inspections of the Property at reasonable times by BHV, its employees or its agents, for the purpose of determining compliance with the terms of this Declaration.

9. In the event of a breach or default by the City in the performance of any obligations under this Declaration, BHV shall provide written notice thereof to the City, and

(a) If such event of default shall not be cured by the City within ninety (90) days after receipt of the written notice from BHV specifying in reasonable detail the event of default by the City, or

(b) If such event of default is of such nature that it cannot be completely cured within such time period, then if City shall not have commenced to cure such default within 90 days after receiving notice from the BHV and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary.

then BHV for such events of default or breach may pursue equitable remedies only, including the right of specific performance or injunction in accordance with the provisions of the Declaration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below.

WITNESSES:

_____

_____
[Witness print name]
Address: _____
_____
_____

_____

_____
[Witness print name]
Address: _____
_____
_____

BHV 2202, LLC, a Florida Limited Liability Company

By: **EDC 1, LLC,** a Florida Limited Liability Company, its Manager

By: **Edewaard Holdings, LLC,** a Florida Limited Liability Company, its Manager

By: _____
Cabot Edewaard, Manager

Date: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization this _____ day of October, 2024, by Cabot Edewaard, Manager of Edewaard Holdings, LLC a Florida Limited Liability Company, as manager of EDC 1, LLC a Florida Limited Liability company, as manager of BHV 2201, LLC, a Florida Limited Liability Company. He is ☐personally known to me or ☐has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number _____

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESS:

Donna Vanisco

Donna Vanisco

[Witness type/print name]
Address: 101 NE 3rd Ave
Fort Lauderdale, FL 33301

K. Skourides

Katerina Skourides

[Witness type/print name]
Address: 101 NE 3rd Avenue
Fort Lauderdale, FL 33301

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE, a Florida municipal corporation

Susan Grant, Acting City Manager

Date: 10/14/24

ATTEST:

By _____
David R. Soloman, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:
Thomas J. Ansbro, City Attorney

By _____
~~Esq. for Lynn Solomon, Esq.~~
~~Assistant~~ City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online, this 14 day of October, 2024, by SUSAN GRANT, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

REBECCA MCCLAM
Notary Public - State of Florida
Commission # HH 306617
My Comm. Expires Aug 29, 2026
Bonded through National Notary Assn.

Personally Known ✓ OR Produced Identification _____

EXHIBIT "A"
LEGAL DESCRIPTION

Tract A of BAL HARBOUR VILLAGE, according to the plat thereof recorded in Plat Book 183, Page 738 of the Public Records of Broward County, Florida.