

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Transfer of County-Owned Lot to Habitat for Humanity

**DEPARTMENT:** Planning & Development      **DIVISION:** Community Resources

**AUTHORIZED BY:** Dan Matthys      **CONTACT:** Buddy Balagia      **EXT.** 7379

<b>Agenda Date</b> <u>08/23/2005</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a County Deed and Restrictive Use Covenant to transfer ownership of a County-owned lot to Habitat for Humanity in Seminole County, Inc. ("Habitat") for the construction of an affordable single family home, and pay the fee for a lot size variance on Habitat's behalf.

**District 4 – Commissioner Henley**

**BACKGROUND:**

In December 2004, the Board initiated a pilot program with Habitat and Seminole Community College in which the County would provide SHIP Program funding (\$325,000; \$65,000 per house) to develop five affordable housing units for very low income households and to consider the transfer of surplus County-owned lots suitable for affordable housing to Habitat. To date, the County has donated two lots to Habitat under this program; one unit is complete and the other is underway.

Staff has identified a third County-owned lot on Marker Street west of Ronald Reagan Boulevard and north of Blake Street in the East Altamonte area, that has been declared a surplus lot. The attached Deed contains a restrictive use covenant with a reverter clause that will bind the parcel for use as affordable housing for a period of five years (Habitat will also hold a twenty year mortgage on the developed parcel). If Habitat fails to develop the lot for affordable housing purposes, the title will revert to the County.

The lot is undersized for its current R-1 zoning (6,300 sq. ft. vs. the minimum 8,400 required), but is large enough to accommodate a home. Habitat is aware of the necessary variance and will make application upon possession of the lot. Since the County is a partner in this pilot program, staff requests the Board to approve and

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No	<u>cpdc01</u>

authorize the Chairman to execute the attached authorizing resolution and County Deed, and to pay all fees for the necessary lot size variance on behalf of Habitat.

Attachments: 1. County Deed with restrictive use covenant and reverter clause  
2. Resolution  
3. Location Map

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF \_\_\_\_\_, 2005.

WHEREAS, Section 125.38, Florida Statutes, provides for the conveyance of real property owned by Seminole County ("County") to a non-profit corporation where application is made by the non-profit corporation to the Board of County Commissioners for conveyance of the property; and

WHEREAS, the County, in promoting the public's interest and welfare pursuant to Section 125.38, Florida Statutes, has determined that the County owned real property depicted in the attached County Deed, attached hereto and incorporated herein, is not needed for County purposes; and

WHEREAS, Habitat for Humanity in Seminole County, Inc. is a local non-profit corporation in Seminole County which has requested ownership of the property as described in the attached County Deed for the purpose of constructing affordable housing for a qualified lower income household; and

WHEREAS, the County finds that the conveyance of the identified property to Habitat for Humanity in Seminole County, Inc. for the development of affordable housing serves the public interest and a County purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

The County shall convey by County Deed, in exchange for the sum of \$1.00, the property depicted in the attached County Deed to Habitat for Humanity in Seminole County, Inc. for the purpose of providing affordable housing for a qualified lower income household.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County  
Commissioners of Seminole  
County, Florida

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

This document was prepared by:  
Arnold W. Schneider  
Assistant County Attorney  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Please return to:  
Habitat For Humanity In Seminole County, Florida, Inc.  
1548 Seminola Blvd.  
Casselberry, FL 32707

**COUNTY DEED**

**COUNTY OF SEMINOLE, FLORIDA**

**THIS DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2005, by **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 "GRANTOR," and **HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, whose address is 1548 Seminola Blvd, Casselberry, Florida 32707, hereinafter called the "GRANTEE".

**W I T N E S S E T H:**

**THAT GRANTOR** for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) 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:

BEGIN 330 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21, RANGE 30 EAST, RUN NORTH 70 FEET THENCE EAST 110 FEET THENCE SOUTH 70 FEET THENCE WEST 110 FEET TO THE POINT OF BEGINNING (LESS WEST 20 FEET FOR ROAD), PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

and also described as:

BEGIN 330 FEET NORTH AND 20 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21, RANGE 30 EAST, RUN NORTH 70 FEET, EAST 110 FEET, SOUTH 70 FEET, WEST 110 FEET TO BEGINNING.

Parcel Identification Number: 07-21-30-300-020B-0000

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

(1) That GRANTEE is now and shall continue to be a local, non-profit housing developer constructing affordable housing units in Seminole County, Florida, for qualified lower income households. If GRANTEE fails to continue in that capacity at any time while it has title to the property, the property, improvements thereto and all rights conveyed pursuant to this County Deed shall revert to the GRANTOR; and

(2) That GRANTEE shall develop at least one (1) affordable housing unit in Seminole County, Florida, on the parcel which is conveyed by this instrument within two (2) years from the date hereof and convey the unit(s) to a qualified Low Income or Very Low Income purchaser with no profit, monetary or otherwise, gained from the improvement, conveyance or lease of the property accruing to GRANTEE. Any funds received from such development and conveyance shall be placed in the Habitat for Humanity's Fund for Humanity and only used to construct additional affordable single family homes in Seminole County. If GRANTEE utilizes the property for any purpose whatsoever, other than as described herein or acts in such a way as to evidence intent to reap any profit or gain from the subject parcel, then the property, improvements thereto and all rights conveyed pursuant to this County Deed shall revert to GRANTOR.

This deed is made and is to be accepted with the understanding that use of the property hereby conveyed is restricted to single family residential purposes only for the occupancy and benefit of Low Income and Very Low Income households which are defined as follows:

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

"Very Low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area.

The property may not be used for any commercial, business or other purpose and only detached, single family dwellings and private garages may be constructed and maintained on the premises. These restrictions are for the benefit of the present owner and its successors in title and may be enforced by them in every lawful manner. These restrictions shall continue in effect for a period of five (5) years from the date of subsequent conveyance by GRANTEE to any third party.

**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.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

# ArcIMS HTML Viewer Map

