



**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* See below				

# ADDITIONAL FTE POSITIONS (Cumulative)					
-----------------------------------------	--	--	--	--	--

Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_  
 Budget Account No.:

Fund \_\_\_ Dept \_\_\_ Unit \_\_\_ Object \_\_\_ Program Code/Period \_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

\* No fiscal impact.

C. Departmental Fiscal Review: *Shairette Major* 12-17-09  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Development and Control Comments:

*John Dink* 1-5-09  
 OFMB *Pr 1/5/09* *12/30*

*A. J. [Signature]* 1/6/09  
 Contract Development and Control  
*E. [Signature] 1/6/09*

B. Legal Sufficiency:

**This item complies with current County policies.**

*[Signature]* 1/7/09  
 Senior Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.



**Community Land Trust  
of Palm Beach County, Inc.**

160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

**OFFICERS:**

*Dr. D.M. Walker,  
President – We Help  
Community  
Development, Inc.*

*James Titcomb  
Vice President - Palm  
Beach County League  
of Cities, Inc.*

*Hazel Lucas  
Treasurer – Florida  
Rural Legal Services*

*Suzanne P. Cabrera  
Secretary – Housing  
Leadership Council*

**DIRECTORS:**

*Wanda Gadson,  
Community Financing  
Consortium, Inc.*

*Brian Hinners  
Auburn Group*

*Annetta Jenkins  
Local Initiatives  
Support Corporation*

*Teresa Johnson  
Urban League of Palm  
Beach County*

*Maziar Keshavarz  
Keshavarz and  
Associates*

*Christina Morrison-  
Pearce  
Southdale Properties  
Inc.*

*Thomas A. Roberts II  
NOAH Development  
Corporation*

*Robert Rosillo, Esq.*

*Steven Templeton,  
Templeton & Company,  
LLP*

*Angela Usher  
School District of Palm  
Beach County*

April 28, 2008

Edward Lowery, Director  
Housing and Community Development  
160 Australian Avenue, Suite 500  
West palm Beach, Florida 33406

Dear Mr. Lowery,

As you are aware, even with the recent decline in housing prices, it is still very difficult to qualify very-low, or even low income families for a house in Palm Beach County. Many times, it is not the principal and interest on the 1<sup>st</sup> mortgage needed to get into a subsidized unit that is unaffordable to very-low or low-income families, but it is the high costs of taxes and insurance that brings a home out of the reach for many families

The Community Land Trust of Palm Beach County, Inc. (CLT of PBC) is an effective tool in addressing this issue. Because the subsidy is held with a housing unit through the CLT rather than with the homebuyer, the subsidy is not recorded in the purchase price. When a community land trust home is sold to an income qualified homebuyer, the County's property Appraiser assesses the value of the unit as 85% of the purchase price minus homestead exemptions.

The CLT of PBC is requesting the County transfer the following three homes remaining in the Local Homesteading Program to the CLT to become part of the County's permanent affordable housing stock and to be made available to low-income households in Palm Beach County:

1. 104 S. Palm Villas Way, Palm Springs, FL 33461
2. 2210 Oakmont Drive, Riviera Beach, FL 33404
3. 2216 Oakmont Drive, Riviera Beach, FL 33404

I hope you will support this request and assist the CLT of PBC in our mission to build up a permanent affordable housing infrastructure that will be available to current and future residents of Palm Beach County.

Please call me at (561)233-3682 to discuss this request and/or provide additional information.

Sincerely,

Cindee LaCourse-Blum, Executive Director  
Community Land Trust of Palm Beach County, Inc

Ph: (561)233-3683, Fax: (561)656-7551

Attachment 1

## **FLORIDA STATUTES SECTION 270.11**

### **270.11 Contracts for sale of public lands to reserve certain mineral rights; prohibition on exercise of right of entry in certain cases.**

- (1) Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.
- (2)(a) The Board of Trustees of the Internal Improvement Trust Fund may, in its discretion, sell or release any reserved interest or any portion thereof in or as to any particular parcel of land, and the State Board of Education may sell or release any such interest or any portion thereof which was reserved for said board pursuant to this section prior to September 1, 1967. Such sale or release shall be made on application of the owner of the title to the particular parcel of land with statement of reason justifying such sale or release.
- (b) The right of entry in respect to any interest in phosphate, minerals, and metals or any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund or the State Board of Education is hereby released as to any parcel of property that is, or ever has been, a contiguous tract of less than 20 acres in the aggregate under the same ownership.
- (3) A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release.
- (4) Any state agency, except a water management district, which receives royalties for parcels shall remit any such moneys into the General Revenue Fund, unless otherwise provided by law.

**RESOLUTION NO. R-2009-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., WITHOUT CHARGE, WITH MINERAL AND PETROLEUM RIGHTS RESERVATION, AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County owns three (3) properties in Palm Beach County which were acquired with funding from the U.S. Department of Housing and Urban Development for the purpose of providing affordable housing; and,

**WHEREAS**, the Community Land Trust of Palm Beach County, Inc., a Florida not for profit corporation, has applied to the Board of County Commissioners for conveyance of the subject properties to provide such affordable housing; and,

**WHEREAS**, the Board of County Commissioners is satisfied that the use of the subject properties for affordable housing will be met by conveying them to the Community Land Trust of Palm Beach County, Inc., and,

**WHEREAS**, the Board of County Commissioners wishes to convey these properties without charge to the Community Land Trust of Palm Beach County, Inc., subject to reservations and the releases of the rights of entry and exploration relating to mineral and petroleum rights pursuant to Florida Statute Section 270.11.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Convey Real Property**

The Board of County Commissioners of Palm Beach County shall convey to Community Land Trust of Palm Beach County, Inc., without charge and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such deed.

**Section 3. Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

COMMISSIONER JOHN F. KOONS, CHAIRMAN  
COMMISSIONER BURT AARONSON, VICE CHAIRMAN  
COMMISSIONER KAREN T. MARCUS  
COMMISSIONER SHELLEY VANA  
COMMISSIONER MARY MCCARTY  
COMMISSIONER JESS R. SANTAMARIA  
COMMISSIONER ADDIE L. GREENE

The Chairman thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PALM BEACH COUNTY, FLORIDA; a  
Political Subdivision of the State of Florida

Board of County Commissioners

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Edward W. Lowery, Director  
Housing and Community Development

RETURN TO:

**COUNTY DEED**

THIS DEED, made on \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, party of the first part, and **COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**, a Florida Not For Profit Corporation, whose legal mailing address is 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406, party of the second part.

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Lot 4, Block B, of Villas of Palm Springs, Replat No. 1, according to the plat thereof as recorded in Plat Book 88, Pages 39 and 40, of the public records of Palm Beach County, Florida.

Property Control Number: 70-42-44-13-44-002-0040

Lot 230, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.

Property Control Number: 56-43-42-30-29-002-2300

Lot 233, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.

Property Control Number: 56-43-42-30-29-002-2330

Reserving, however, unto party of the first part, its successors and assigns an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and party of the first part hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

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

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY,  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Senior Assistant County Attorney

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the Community Land Trust of Palm Beach County, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406, and its Federal Tax Identification number as 20-5090958.

**WHEREAS**, Palm Beach County owns three (3) residential dwelling units as described in Exhibit A, attached hereto and incorporated herein, which it acquired with funds from the United States Department of Housing and Urban Development under the Community Development Block Grant Program pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, wishes to convey said dwelling units, at no cost, to the Community Land Trust of Palm Beach County, Inc., and

**WHEREAS**, the Community Land Trust of Palm Beach County, Inc., wishes to receive said dwelling units from Palm Beach County, and thereafter, use said dwelling units in accordance with the terms and conditions specified herein; and

**WHEREAS**, in exchange for the receipt of said dwelling units from Palm Beach County, at no cost, the Community Land Trust of Palm Beach County, Inc., agrees to comply with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

**PART I**

**DEFINITION AND PURPOSE**

**1. DEFINITIONS**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means the Community Land Trust of Palm Beach County, Inc.
- (5) "HCD Approval" means the written approval of the HCD Director or his designee.
- (6) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (7) "County Approved Homeowners" means low income households whose household incomes are at 80%, or less, of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD in its sole discretion.
- (8) "County Approved Renters" means low income households whose household incomes are at 80%, or less, of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD in its sole discretion.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. All the beneficiaries of a project funded under this Agreement must be low income households.



# COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

## PART II

### SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

## PART III

### GENERAL CONDITIONS

#### 1. TIME OF PERFORMANCE

This agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The services of the Agency shall be undertaken and completed in light of the purposes of this Agreement, and shall be completed by the Agency prior to March 31, 2009.

#### 2. IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Agency shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HCD Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HCD.

#### 3. FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Agency, or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

#### 4. EVALUATION AND MONITORING

The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The Agency shall allow HCD, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

#### 5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the provisions of OMB Circular A-133. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the Agency is exempt from having an audit conducted under A-133, the Agency shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

**COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

6. **PROGRAM-GENERATED INCOME**

All income earned by the Agency from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

7. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

8. **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Agency shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

9. **CONFLICT OF INTEREST**

The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

10. **DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall be made available to the County by the Agency at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

11. **INDEMNIFICATION**

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, its employees and elected officers harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement for those acts or omissions of the Agency, its employees, directors, agents, or subcontractors. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

12. INSURANCE

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The Agency agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability.

This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) WORKERS COMPENSATION INSURANCE

The Agency shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(4) ADDITIONAL INSURED

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development". The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of this Agreement by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). The Agency shall deliver the certificate(s) to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

(6) RIGHT TO REVIEW AND ADJUST

The Agency shall agree that the County, by and through its Risk Management Department, in cooperation with the Department of Housing and Community Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds made available under this Agreement.

## COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

### 14. CITIZEN PARTICIPATION

The Agency shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist HCD in the implementation of the Citizen Participation Plan, as requested by HCD.

### 15. CIVIL RIGHTS COMPLIANCE

The Agency agrees that no person shall on the ground of race, color, disability, national origin, religion, age, financial status, familial status, marital status, sexual orientation, gender, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

### 16. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

### 17. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits;
- (2) Office of Management and Budget Circulars A-110, A-122, A-133, and 24CFR Part 84
- (3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (6) Florida Statutes, Chapter 112;
- (7) Palm Beach County Purchasing Code;
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (9) The Agency's personnel policies and job descriptions;
- (10) The Agency's incorporation Certificate and Articles of Incorporation;
- (11) The Agency's By-laws;
- (12) The Agency's Certificate of Insurance;
- (13) Current list of the Agency's officers and members of its Board of Directors; and
- (14) Proof of the Agency's 501(c)(3) certification from the Internal Revenue Service.

All of these documents will be maintained on file at HCD. The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

18. DEFAULT/TERMINATION

(1) DEFAULTS BY THE AGENCY

In the event the Agency fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, the County shall have the right to, after notice and a thirty (30) day opportunity to cure, (a) terminate this Agreement by written notice to the Agency, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (b) grant the Agency a reasonable period of time within which to cure such default during which time the Agency shall utilize the Agency's best efforts, including bringing suit, to remedy such default; or (c) seek specific performance of the terms of this Agreement. In the event the County elects option (b) set forth hereinabove and Agency fails or is unable to cure such default within the applicable time period, the County shall have the rights identified in option (a) and (c) set forth hereinabove. In the event the County elects option (c) and the County is unable to obtain specific performance of this Agreement for any reason, the County shall have the right to terminate this Agreement and pursue damages.

(2) DEFAULTS BY THE COUNTY

In the event the County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, the Agency shall have the right to (a) terminate this Agreement at any time prior to the closing date (as stated in Attachment 1 hereto) by written notice to the County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (b) grant the County a reasonable period of time within which to cure such default during which time the County shall utilize the County's best efforts, including bringing suit, to remedy such default; or (c) seek specific performance of the terms hereof. In the event the Agency elects option (b) set forth hereinabove and the County fails or is unable to cure such default within the applicable time period, the Agency shall have the rights identified in option (a) and (c) set forth hereinabove. In the event the Agency elects option (c) and the Agency is unable to obtain specific performance of this Agreement for any reason, the Agency shall have the right to terminate this Agreement and pursue damages.

19. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

21. NOTICES

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by the messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be.

The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(1) COUNTY:

Palm Beach County Housing and Community Development  
160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406  
Fax: (561) 233-3651

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

With a copy to:  
County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax: (561) 355-4398

- (2) AGENCY:  
Community Land Trust of Palm Beach County, Inc.  
160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406  
Fax: (561) 656-7551

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

22. INDEPENDENT AGENT AND EMPLOYEES

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

23. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

24. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

25. WAIVER

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be deemed a continuing or future waiver.

26. REAL ESTATE BROKER

Agency represents and warrants to County that it has not dealt with any broker salesmen, agent, or finder in connection with this transaction and agrees to indemnify, defend, and save County harmless from the claims and demands of any real estate broker claiming to have dealt with Agency. Such indemnity shall include, without limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the closing or termination of this Agreement.

27. SURVIVAL

The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

28. CONSTRUCTION

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based on who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the remaining shall remain in full force and effect.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

29. COUNTERPARTS OF THE AGREEMENT

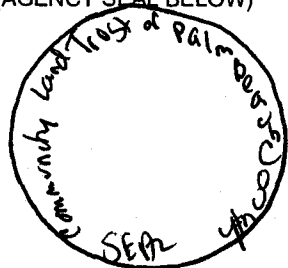
This Agreement, consisting of sixteen (16) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

30. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

(AGENCY SEAL BELOW)



(COUNTY SEAL BELOW)

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

BY: Dr. D. M. Walker  
Dr. D. M. Walker, President

BY: James Titcomb  
James Titcomb, Vice-President

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
John F. Koons, Chairman  
Board of County Commissioners

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Amin Houry  
Amin Houry, Manager  
Housing and Capital Improvements

S:\CapImprv\NONPROFIT\CLT\_LHPP\_PropertyAcquisition\AgmtAgency.WPD

**EXHIBIT A**  
**WORK PROGRAM NARRATIVE**

**I. THE AGENCY AGREES TO:**

**A. CONVEYANCE/ACCEPTANCE, TRANSACTION COSTS, AND CONDITIONS:**

The County shall convey to the Agency the land and all improvements on each of the three (3) described properties consisting of three (3) residential dwelling units (hereinafter Dwellings):

104 South Palm Villas Way, Palm Springs, FL 33461

Lot 4, Block B, of Villas of Palm Springs, Replat No. 1, according to the plat thereof as recorded in Plat Book 88, Pages 39 and 40, of the public records of Palm Beach County, Florida.

Property Control Number: 70-42-44-13-44-002-0040

2210 Oakmont Drive, Riviera Beach, FL 33404

Lot 230, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.

Property Control Number: 56-43-42-30-29-002-2300

2216 Oakmont Drive, Riviera Beach, FL 33404

Lot 233, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.

Property Control Number: 56-43-42-30-29-002-2330

The County shall convey these Dwellings to the Agency using the County Deed shown in Exhibit B herein, and the Agency shall accept title to said Dwellings, and any improvements, in an "as is" condition, without warranties and/or representations, and shall acknowledge the foregoing, at a closing which shall occur no later than March 31, 2009. The Agency shall, immediately after the closing, cause the County Deed to be recorded in the public records of Palm Beach County.

For a period of fifteen (15) business days following the date of this Agreement (the "Inspection Period"), the Agency is hereby authorized to enter upon the Dwellings for inspection purposes. HCD shall facilitate the Agency's access to the Dwellings. Should the Agency's inspection of the Dwellings during the Inspection Period reveal site conditions that are unsatisfactory to the Agency, then upon written notification from the Agency to the County of such unsatisfactory conditions, the County shall attempt to cure such unsatisfactory site conditions. If the County concludes that it is not feasible to cure any or all such unsatisfactory site conditions, the County, at its option, may rescind its commitment hereunder to convey the Dwellings and shall be released from all obligations hereunder. In such instance, the Agency may, nevertheless, petition the County to convey the Dwellings despite the presence of any unsatisfactory site conditions.

All (Agency's and County's) costs to be incurred in connection with the actual title transfer shall be paid by the Agency including, but not limited to, recording fees, documentary stamp tax, title costs, and survey costs. In this regard, the Agency shall, at its sole cost and expense, conduct a title search of the Dwellings (with the intent of obtaining owner's title insurance) during the Inspection Period in order to establish the presence of any cloud on title. The County shall cooperate with the Agency in curing such title defects in order to deliver marketable title to the Agency provided, however, that the Agency pay for the cost of curing such title defects. If the County concludes that it is not feasible to cure any or all such title defects, the County, at its option, may rescind its commitment hereunder to convey the Dwellings and shall be released from all obligations hereunder. In such instance, the Agency may, nevertheless, petition the County to convey title to the Dwellings despite the presence of any cloud on title.

The Agency shall secure all necessary homeowner association approvals in connection with the receipt of title from the County.

At the closing, concurrent with title transfer, the Agency shall:

1. Execute and deliver to the HCD the As Is Acknowledgment provided in Exhibit C attached hereto.
2. Assume the status of owner for the electrical and water service to the Dwellings.



**COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

3. Execute a separate Declaration of Restrictions (the "Declaration of Restrictions"), included herein as Exhibit D, for each of the three (3) above residential dwelling units. The Agency shall, immediately after the closing, cause the three (3) Declarations of Restrictions to be recorded in the public records of Palm Beach County. The Agency shall pay all recording costs of the Declarations of Restrictions and provide the original recorded Declarations of Restrictions to HCD.

4. Provide any other document required by the County or the closing agent in order to complete the closing.

**B. USE OF THE RESIDENTIAL DWELLING UNITS:**

The Dwellings acquired by the Agency through this Agreement shall be used for the purpose of providing affordable housing. To this end, the Agency may either sell or rent these residential dwelling units provided it complies with the requirements set forth below.

For each one of the three residential dwelling units, if the Agency elects to sell a dwelling unit, then the Agency shall, by July 31, 2009, provide guidance and information to each prospective County Approved Homeowner regarding the financial arrangements between the Agency and such prospective homeowners, and regarding the ownership structure proposed for the property, and assist such prospective homeowners in seeking financing for the purchase of the residential dwelling unit, and ancillary improvements, found on the property. The Agency shall, before committing to the transaction with any prospective homeowners, also obtain HCD approval of such homeowners as County Approved Homeowners (as herein defined). In addition, for each residential dwelling unit that the Agency elects to sell, the Agency shall, by July 31, 2009, complete the transaction with the County Approved Homeowner, which transaction shall consist of the Agency leasing the land of the subject property to the County Approved Homeowner for a period of ninety-nine (99) years, and simultaneously selling the residential dwelling unit, and ancillary improvements, found on the property to such County Approved Homeowner.

The Agency shall include in the deed of sale a restriction stating the following: "This property shall only be sold to, and occupied by, a homeowner in accordance with the Declaration of Restrictions recorded in ORB \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Palm Beach County. Said Declaration of Restrictions requires verification by Palm Beach County of the homeowner prior to closing. This restriction shall be in effect until July 31, 2039."

Between the date of this Agreement and July 31, 2039, the Agency shall obtain HCD approval of all successor homeowners, as County Approved Homeowners, to whom the land is leased, and to whom the residential dwelling unit, and ancillary improvements, are sold, and include the same restrictions stated above in their deeds of sale.

The Agency acknowledges that the revenue it will receive from leasing the land, as described above, during the term of this Agreement, shall be regarded as program income (that is proceeds from a long-term lease of real property purchased with CDBG funds) as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Agency may retain such program income to fund the cost of the below described uses provided that the Agency is in compliance with its obligations as contained in this Agreement (including the Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Agency hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. The Agency further acknowledges that such revenue received from the leasing of the land after expiration of this Agreement may only be used to fund "basic eligible activities" to meet a "National Objective" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570), and that this obligation shall survive the expiration of this Agreement.

In addition, the Agency acknowledges that the revenue it will receive from the sale of the residential dwelling units, and ancillary improvements, as described above, during the term of this Agreement, shall be regarded as program income (that is proceeds from the disposition by sale of real property purchased with CDBG funds) as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Agency may retain such program income to fund the cost of the below described uses provided that the Agency is in compliance with its obligations as contained in this Agreement (including the Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Agency hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income.

**COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

The Agency further acknowledges that such revenue received from the sale of the residential dwelling units, and ancillary improvements, after expiration of this Agreement may only be used to fund "basic eligible activities" to meet a "National Objective" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570), and that this obligation shall survive the expiration of this Agreement.

For each one of the three residential dwelling units, if the Agency elects to rent such dwelling unit, then the Agency shall, by July 31, 2009, enter into a written lease agreement with each prospective County Approved Renter, only after having obtained HCD approval of such renter as a County Approved Renter (as herein defined).

Between the date of this Agreement and July 31, 2039, the Agency shall obtain HCD approval of all successor renters, as County Approved Renters, to whom, and to whom one of the three residential dwelling units is rented.

During the term of the Declaration of Restrictions executed by the Agency for each of the three residential dwelling units, if the Agency wishes to alternate between the sale and the rental, or between the rental and the sale, of the dwelling units, then the Agency shall obtain HCD approval of all future homeowners as County Approved Homeowners, in the instance of a sale, and shall obtain HCD approval of all future renters as County Approved Renters, in the instance of a rental.

The Agency acknowledges that the net revenue it will receive from the above described rental of each of the three residential dwelling units, during the term of this Agreement, shall be regarded as program income (that is the gross income from the rental of real property acquired with CDBG funds, being the residential dwelling units, less costs incidental to the generation of the rental income) as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Agency may retain such program income to fund the cost of the below described uses provided that the Agency is in compliance with its obligations as contained in this Agreement (including the Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Agency hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. The Agency further acknowledges that such net revenue received after expiration of this Agreement may only be used to fund "basic eligible activities" to meet a "National Objective" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570), and that this obligation shall survive the expiration of this Agreement.

**The requirements of this section shall survive the expiration of this Agreement.**

**The Agency further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Agency's compliance with the above.**

**II. THE COUNTY AGREES TO:**

- A. Convey title to the three (3) residential dwelling units described above to the Agency.
- B. Confirm whether households proposed by the Agency meet the definition of County Approved Homeowners or County Approved Renters.
- C. Accept the As Is Acknowledgment and the Declarations of Restrictions as provided for herein.
- D. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD, and applicable State, Federal and County laws and regulations.
- E. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, be conducted by HCD staff or its contractor, and will serve to ensure compliance with U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

EXHIBIT B

RETURN TO:

COUNTY DEED

THIS DEED, made on \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, party of the first part, and **COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**, a Florida Not For Profit Corporation, whose legal mailing address is 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Lot 4, Block B, of Villas of Palm Springs, Replat No. 1, according to the plat thereof as recorded in Plat Book 88, Pages 39 and 40, of the public records of Palm Beach County, Florida.  
Property Control Number: 70-42-44-13-44-002-0040

Lot 230, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.  
Property Control Number: 56-43-42-30-29-002-2300

Lot 233, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.  
Property Control Number: 56-43-42-30-29-002-2330

Reserving, however, unto party of the first part, its successors and assigns an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and party of the first part hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

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

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY,  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Senior Assistant County Attorney

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

EXHIBIT C

AS IS ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a Florida not for profit corporation (Agency) to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (County).

WITNESSETH:

WHEREAS, the Agency and the County have entered into that certain Agreement Between Palm Beach County and Community Land Trust of Palm Beach County, Inc., dated \_\_\_\_\_, 2009, (Resolution No. R2009-\_\_\_\_\_) (the Agreement) whereby the County agreed to convey, and the Agency agreed to accept title to three (3) properties located in Palm Beach County (Properties), and more particularly described as follows:

Lot 4, Block B, of Villas of Palm Springs, Replat No. 1, according to the plat thereof as recorded in Plat Book 88, Pages 39 and 40, of the public records of Palm Beach County, Florida.

Property Control Number: 70-42-44-13-44-002-0040

Lot 230, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.

Property Control Number: 56-43-42-30-29-002-2300

Lot 233, Block 2, Thousand Oaks, according to the plat thereof, as recorded in Plat Book 100, at Pages 135-143, of the public records of Palm Beach County, Florida.

Property Control Number: 56-43-42-30-29-002-2330

WHEREAS, the Agreement states that the Agency shall accept the Properties and any improvements in an AS IS CONDITION, without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

NOW THEREFORE, in consideration of the conveyance of the Properties, the Agency hereby acknowledges to the County as follows:

- 1. The facts as set forth above are true and correct and incorporated herein.
2. The Agency acknowledges that it has inspected the Properties and hereby accepts the Properties in AS IS CONDITION. The Agency further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Properties including, without limitation, any relating to its value, the County's title to the Properties, the environmental condition of the Properties, the physical condition of the Properties, its zoning, any improvements located thereon, or the suitability of the Properties or any improvements for the Agency's intended use of the Properties.
3. Without in any way limiting the generality of the preceding paragraph, the Agency specifically acknowledges and agrees that upon the County's conveyance of the Properties to the Agency, the Agency waives, releases and discharges any claim it has, might have had or may have against the County with respect to this transaction or the Properties.
4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Properties by the Agency.

IN WITNESS WHEREOF, the Agency has caused this Acknowledgment to be executed on the day and year first aforesaid.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

Witness Name: \_\_\_\_\_
Witness Signature: \_\_\_\_\_

By: Dr. D. M. Walker, President

X \_\_\_\_\_

X (DO NOT SIGN THIS EXHIBIT)

Witness Name: \_\_\_\_\_
Witness Signature: \_\_\_\_\_

(CORPORATE SEAL BELOW)

X \_\_\_\_\_

EXHIBIT D

Return to:  
Palm Beach County  
Housing & Community Development  
160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406  
Prepared by: Tammy K. Fields,  
Senior Assistant County Attorney  
Attention: Amin Houry

DECLARATION OF RESTRICTIONS

The undersigned, Community Land Trust of Palm Beach County, Inc., a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406, (hereinafter referred to as "CLT", which term as used in every instance herein shall include CLT's successors and assigns), for the property described below, in consideration of the receipt of title to the property described below (herein after referred to as "Property") whose purchase was funded by the Palm Beach County Board of County Commissioners (herein after referred to as "County"), does hereby grant to the County the following restrictions against the subject property described as:

LEGAL DESCRIPTION

Property Control Number:

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions apply to both the land described herein and to the all improvements built upon such land. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
2. In consideration of receipt of title to the Property, as provided through an Agreement with the County dated January 13, 2009, the CLT hereby covenants and agrees, until July 31, 2039, to use the subject property as described in the CLT's application to the County, and as described in said Agreement, and to comply with the provisions, terms and conditions set forth herein.
3. The CLT shall, by July 31, 2009, lease the land of the Property to a County Approved Homeowner for a period of ninety-nine (99) years, and shall simultaneously sell the dwelling, and ancillary improvements, found on the Property to such County Approved Homeowner, as approved by the County, all according to the terms contained in the Agreement. For the purpose of this Declaration of Restrictions (hereinafter "Declaration"), County Approved Homeowner shall be defined as "low income household whose household income is at or below 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by the County in its sole discretion". The CLT shall include, in the deed of sale conveying title to the dwelling, and ancillary improvements, found on the Property and sold to homeowners approved by the County as required herein, a restriction stating the following: "This property shall only be sold to, and occupied by, a homeowner in accordance with the Declaration of Restrictions recorded in ORB Page \_\_\_\_\_ of the Public Records of Palm Beach County. Said Declaration of Restrictions requires verification by Palm Beach County of the homeowner prior to closing. This restriction shall be in effect until July 31, 2039."
4. The CLT shall, while this Declaration of Restrictions is in force and effect, obtain the County's approval of all successor homeowners, as County Approved Homeowners, to whom the land is leased, and to whom the dwelling, and ancillary improvements, are sold, and the CLT shall include the same restrictions stated above in their deeds of sale.
5. Should CLT not lease the land and convey the dwelling and ancillary improvements to a County Approved Homeowner by July 31, 2009, then the CLT shall convey the Property back to the County or pay the County an amount equal to the current appraised value within 30 days of written demand by the County.

**COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

6. Should CLT elect not to lease the land and convey the dwelling and ancillary improvements to a County Approved Homeowner by July 31, 2009, as required above, then the CLT shall, by July 31, 2009, rent the Property (consisting of the land and such dwelling and ancillary improvements) by entering into a written lease agreement with a County Approved Renter, as approved by the County, all according to the terms contained in the Agreement. For the purpose of this Declaration, County Approved Renter shall be defined as "low income household whose household income is at or below 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by the County in its sole discretion".

7. The CLT shall, while this Declaration of Restrictions is in force and effect, obtain the County's approval of all successor renters, as County Approved Renters, to whom the Property is rented.

8. Should CLT not rent the Property to a County Approved Renter by July 31, 2009, then the CLT shall convey the Property back to the County or pay the County an amount equal to the current appraised value within 30 days of written demand by the County.

9. The Agency may, during the term of this Declaration, alternate between leasing the land and conveying the dwelling and ancillary improvements to a County Approved Homeowner, and renting the Property to a County Approved Renter, and vice versa, provided that the Agency obtain the County's approval of all future County Approved Homeowners and County Approved Renters.

10. CLT shall pay, or cause to be paid, all taxes due while the Property is in its possession, and CLT shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration of Restrictions, (hereinafter "Declaration") except with the County's prior written consent as provided for in the above stated Agreement. CLT shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. CLT agrees to notify the County of any liens, judgements or pending foreclosure on the Property within five (5) working days of the receipt of said notice by CLT.

11. CLT acknowledges and covenants that the provisions specified below constitute a default under this Declaration for which there may be a forfeiture of CLT's title to the Property:

- A. Failure of CLT to perform any covenant, agreement, term, or condition contained herein or in the Agreement referenced in Section 2 above.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to CLT of its determination that CLT is in default of the terms of this Declaration, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by CLT to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the Property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

12. If CLT fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration, the County shall have the right to file in court of competent jurisdiction an action for:

- A. Forfeiture of all CLT's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration;
- B. Due and unpaid real estate taxes, assessments, charges and penalties for which CLT is obligated to pay.

In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. CLT shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give CLT written notice of the default complained of which such notice shall be given to the CLT at their address shown above. CLT shall then have ten (10) working days from the date such notice is given to cure or correct any default.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

13. CLT shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: Witness Signature:  X _____
-------------------------------------------------------

Witness Name: Witness Signature:  X _____
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COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

By: Dr. D. M. Walker, President Signature:  X (DO NOT SIGN THIS EXHIBIT) _____
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(CORPORATE SEAL BELOW)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dr. D. M. Walker, who is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

S:\CapImprv\NONPROFIT\CLT\_LHPP\_PropertyAcquisition\AgmtAgency.WPD