

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009 [ ] Consent [X] Regular

Department: Housing and Community Development

Submitted By: Housing and Community Development

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: A) An Agreement with the Community Land Trust of Palm Beach County, Inc., for the acquisition and development of property to be used for affordable housing, for the period of January 13, 2009, through December 31, 2012, and B) A reimbursement to the Housing Partnership, Inc., in the amount of \$2,500.

**Summary:** On July 11, 2006, Palm Beach County entered into an Agreement with the Housing Partnership, Inc., wherein the County agreed to purchase 7.29 acres of land located on Davis Road just south of Melaleuca Lane in unincorporated Palm Beach County. According to this Agreement the land was purchased with Community Development Block Grant (CDBG) funds in the name of the Housing Partnership, Inc., who agreed to the eventual transfer of its title to a recipient to be selected by the County. In exchange for the receipt of title to the land, the Community Land Trust of Palm Beach County, Inc., (CLT), has agreed to develop the land for affordable housing. The CLT will select its development team either in accordance with current Palm Beach County Purchasing policies or in accordance with CLT purchasing policies which will receive prior County staff approval. The CLT has agreed to develop the portion of land west of Davis Road (which is the larger of two portions) for the construction of single-family detached and/or attached homes all of which, for a period of thirty years, will be sold to homeowners with incomes at or below 80% of the median income. On the portion of land east of Davis Road, the CLT will construct rental units 51% of which, for a period of five years, will be rented to tenants whose household incomes are also at or below 80% of the median income. The reimbursement to the Housing Partnership, Inc., is for costs incurred in connection with maintaining the property. These are Federal CDBG funds that require no local match. (District 3) (TKF)

**Background and Justification:** The 7.29 acre property on Davis Road was purchased on July 21, 2006, from the South County Foundation for Mental Health, Inc., for \$2,400,000. The CLT intends to partner with a developer to build the affordable housing specified in the Agreement. In order to achieve affordability, the land for each single-family home will be leased to the homeowner for 99 years, and the home constructed thereon will be sold to the homeowner. The Agreement requires that these homeowners be pre-approved by the County to verify income eligibility. The renters of at least 51% of the units in the multi-family rental portion will also pre-approved by the County to verify income eligibility.

**Attachments:**

- 1. Agreement with the Community Land Trust of Palm Beach County, Inc., w/Exhibits A to E
- 2. Insurance Certificate

Recommended By: Edward W. Tomp 1/13/09  
Department Director Date

Approved By: Sharon G. [Signature]  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures					
Operating Costs	\$2,500				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$2,500</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes XX No       
 Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8101 Program Code/Period BG148-GY05

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

**Approval of this agenda item will reimburse the Housing Partnership, Inc., \$2,500 for the removal of overgrown vegetation at the Davis Road property.**

C. Departmental Fiscal Review: Shairette Major 12-17-08  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

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

Jan R. DeL... 1-5-09  
 OFMB 11/5/09 12/15/09

Don J. ... 1/6/09  
 Contract Development and Control 1/6/09

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[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.

**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**, on July 11, 2006, Palm Beach County entered into an Agreement, as amended, with the Housing Partnership, Inc., under which Agreement Palm Beach County used funds from the United States Department of Housing and Urban Development under the Community Development Block Grant Program, to fund the acquisition of a certain parcel of land as described in Exhibit B, attached hereto and incorporated herein, by the Housing Partnership, Inc.; and

**WHEREAS**, said Agreement of July 11, 2006, contains provisions enabling Palm Beach County to compel the Housing Partnership, Inc., to transfer title to said parcel of land to a recipient designated by Palm Beach County; and

**WHEREAS**, the Community Land Trust of Palm Beach County, Inc., requested Palm Beach County to be designated as such recipient; and

**WHEREAS**, Palm Beach County wishes to designate the Community Land Trust of Palm Beach County, Inc., as such recipient; and

**WHEREAS**, the Community Land Trust of Palm Beach County, Inc., upon receipt of title to said parcel of land agrees to develop and convey said parcel of land in accord with the terms and conditions specified herein; and

**WHEREAS**, the Community Land Trust of Palm Beach County, Inc., agrees to comply with the terms and conditions of this Agreement in exchange for the receipt, from the Housing Partnership, Inc., of title to that certain parcel of land as described in Exhibit B, attached hereto and incorporated herein, whose acquisition was funded by Palm Beach County.

**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.

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

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. The beneficiaries of the project resulting from this Agreement must be County Approved Homeowners and County Approved Renters as specified herein.

**PART II**

**SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by the County in its sole discretion, perform the tasks necessary to conduct the program outlined in Exhibit "A", 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 December 31, 2012.

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 570.505 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.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

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.

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

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.



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

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

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.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

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.

29. COUNTERPARTS OF THE AGREEMENT

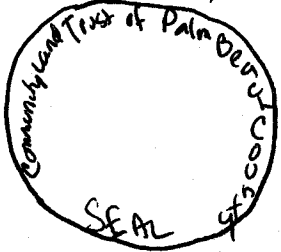
This Agreement, consisting of nineteen (19) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

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

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

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

**I. THE AGENCY AGREES TO:**

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

The parties to this Agreement recognize that on July 11, 2006, the County entered into a separate agreement, as amended, with the Housing Partnership, Inc. (the "Partnership"), under which agreement the County used CDBG funds from the United States Department of Housing and Urban Development to fund the acquisition of a certain parcel of land as described in Exhibit B (the "Land"), attached hereto and incorporated herein, by the Partnership. The parties to this Agreement also recognize that said agreement of July 11, 2006, contains provisions enabling Palm Beach County to compel the Partnership to transfer title to the Land to a recipient designated by Palm Beach County. The Agency hereby acknowledges that it has made a request to the County for the Agency to be designated as such recipient, and understands that by entering into this Agreement with the County, that the County has designated the Agency as such recipient.

Accordingly, the County shall cause the Partnership to convey the Land to the Agency, and the Agency shall accept title to said Land at a closing which shall occur no later than February 28, 2009. The Agency acknowledges that by accepting title to the Land at said closing, the Agency accepts the property consisting of vacant land, and any improvements, in an "as is" condition. The Agency shall, immediately after the closing, cause the deed to the Land to be recorded in the public records of Palm Beach County. In this regard, the Agency understands that the County shall cause the Partnership, on the date of closing, to pay all taxes and assessments on the Land owed by the Partnership on the date of transfer of title to the Agency. The Agency also understands that, as a precondition to closing, the County shall cause the Partnership to remove all liens or clouds on title occurring during the Partnership's term of ownership of the Land, and that the County shall cause the Partnership to deliver to the Agency clear and marketable title to the Land. The Agency shall pay all other closing costs associated with the aforesaid transfer of title.

The Agency may, at its sole cost and expense, conduct a title search of the Land (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 and shall attempt to cure, or cause to be cured, any title defects in order to cause the delivery of clear and marketable title to the Agency. 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 cause the conveyance of the Land to the Agency and shall be released from all obligations hereunder. In such instance, the Agency may, nevertheless, petition the County to receive title to the Land despite the presence of any cloud on title.

The Agency may inspect the Land for a period of fifteen (15) business days following the date of this Agreement (the "Inspection Period"). Should the Agency's inspection of the Land 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, or cause to be cured, 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 cause the conveyance of the Land to the Agency and shall be released from all obligations hereunder. In such instance, the Agency may, nevertheless, petition the County to receive title to the Land despite the presence of any unsatisfactory site conditions.

At the closing, concurrent with title transfer to the Land, the Agency shall execute a Declaration of Restrictions (the "Declaration of Restrictions"), included herein as Exhibit B. The Agency shall, immediately after the closing, cause said Declaration of Restrictions to be recorded in the public records of Palm Beach County. The Agency shall pay all recording costs of the Declaration of Restrictions and provide the original recorded Declaration of Restrictions to HCD. The Agency understands that the Partnership previously executed a similar Declaration of Restrictions which has been recorded in OR Book 20655, at Page 1416, of the public records of Palm Beach County. The Agency further understands that the County shall, in exchange for the receipt of the Declaration of Restrictions to be executed by the Agency at the closing, deliver to the closing agent an executed Release of Restrictions, included herein as Exhibit C, releasing the encumbrance created by the aforesaid Declaration of Restrictions previously executed by the Partnership. The Agency shall pay all recording costs of said Release of Restrictions and cause the same to be recorded in the public records of Palm Beach County. The Agency agrees to provide any other document required by the County or the closing agent in order to complete the closing.

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

**B. DEVELOPMENT OF THE LAND BY THE AGENCY:**

Upon receipt of title to the Land, the Agency agrees to develop and convey the Land in accord with the terms and conditions specified herein. More specifically, in regard to the development of the Land where the Agency anticipates the selection of a development team, the Agency's selection of such development team shall be in conformity with the procedures prescribed by the Palm Beach County Purchasing Code which is incorporated herein by reference. Alternatively, the Agency may use its own selection procedure for the development team, provided that the Agency shall have obtained prior approval from the County staff of its purchasing policies, and all amendments thereto (which shall include said selection procedure).

The Agency shall, at its sole cost and expense, construct the maximum number of multi-family rental units permissible under applicable planning, zoning, and building codes on the portion of the Land lying east of Davis Road. The Agency, prior to beginning construction, shall provide HCD documentation, from the appropriate planning, zoning, or building agency with jurisdiction over the Land, evidencing such maximum permissible number of multi-family rental units. The Agency shall complete the construction of all multi-family rental units, obtain certificates of occupancy, and rent such units as specified herein by December 31, 2012.

As for the portion of the Land lying west of Davis Road, the Agency shall, at its sole cost and expense, construct the maximum number of single-family units permissible under applicable planning, zoning, and building codes, which units could either be attached units, detached units, or a combination of both. The Agency, prior to beginning construction, shall provide HCD documentation, from the appropriate planning, zoning, or building agency with jurisdiction over the Land, evidencing such maximum permissible number of single-family units. The Agency shall complete the construction of all single-family units, obtain certificates of occupancy, and sell all such units as specified herein by December 31, 2012.

Should the Agency during the development process plat the Land resulting in a number of distinct lots for the multi-family rental units and the single-family units, and should the Agency at such time wish to create separate encumbrances on such lots in favor of the County whereby each lot resulting from the plating process has a separate recorded Declaration of Restrictions affecting its disposition, then the Agency may request the County in writing to release the Declaration of Restrictions taken by the County at the closing in exchange for the County's acceptance from the Agency of a separate recorded Declaration of Restrictions encumbering each distinct lot resulting from the plating process. In such instance, the County shall use the Release of Restrictions in the form included herein as Exhibit C. The Agency shall pay all recording costs of these separate Declarations of Restrictions and provide all such original recorded Declarations of Restrictions to HCD.

**C. SUBORDINATION OF RESTRICTIONS DURING THE DEVELOPMENT PHASE:**

The parties hereto recognize that the Agency may seek funding for construction and related costs associated with this project, and that such funding is anticipated to be secured by mortgage instruments (Construction Mortgage(s)) to be held by independent institutional mortgage lender(s). During the term of this Agreement, should any such proposed independent institutional mortgage holder request that its Construction Mortgage be held in a superior position to the County's interest in the land as established through the aforesaid Declaration of Restrictions executed at the closing or the Declarations of Restrictions executed in connection with the above described platting process, the Agency shall request the County, in writing, to subordinate its interest in favor of such Construction Mortgagee. The County shall then determine whether the County's interest is sufficiently secured which shall be when, in the County's opinion, the value of the subject land and its proposed improvements is equal to, or greater than, the value of all secured debt superior to the County. For the purposes of this paragraph, the County may utilize the determination of the independent institutional first mortgage lender to determine the value of the subject land and its proposed improvements. Upon determining that the County's interest is sufficiently secured, the County shall execute and deliver a Subordination of Restrictions, included herein as Exhibit D.

**D. RENTAL TO COUNTY APPROVED RENTERS:**

At least fifty-one percent (51%) of all multi-family rental units constructed by the Agency on the Land shall be rented to, and occupied by, County Approved Renters starting from initial occupancy and continuing for a period for a period of five (5) years following the expiration date of this Agreement.

After the issuance of certificates of occupancy by the building department with jurisdiction over the project, and before initial occupancy of the multi-family rental units constructed by the Agency, the Agency shall provide HCD, to HCD's satisfaction, documentation evidencing that the household incomes of the prospective renter households whose units the Agency wishes to be counted in meeting its occupancy/rental obligation hereunder, meet the definition of County Approved Renters. The Agency shall obtain HCD approval of such renters as County Approved Renters.

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

The Agency shall continuously monitor the incomes of its tenants in order to assure compliance with its obligation hereunder for multi-family rental units. As such, after the initial occupancy of these units, and as units become vacant and available for rent, the Agency shall for the stated five year period provide HCD, to HCD's satisfaction, documentation evidencing that the household incomes of prospective renter households of such vacant units, meet the definition of County Approved Renters such that at least fifty-one percent (51%) of all multi-family rental units constructed by the Agency are rented to, and occupied by, County Approved Renters. The Agency shall obtain HCD approval of such renters of vacant units as County Approved Renters.

HCD may at any time during the stated five year period request the Agency for tenant income documentation evidencing the Agency's compliance with its obligation hereunder for multi-family rental units. The Agency shall submit to HCD all such requested information, and in particular, the Agency shall submit to HCD such information on the third year anniversary of the expiration date of this Agreement, as well as on the fifth year anniversary of the expiration date of this Agreement, which such submission shall be regarded as a pre-condition for the County to issue the Agency a Release of Restrictions releasing its encumbrance on the portion of the Land lying east of Davis Road as created by the Declaration of Restrictions.

The Agency acknowledges that the net revenue it will receive from the above described rental of all multi-family rental units that is attributable to the land, during the term of this Agreement, shall be regarded as program income (that is the gross income from the rental of these units attributable to the real property acquired with CDBG funds, being the land, 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.**

**E. SALE TO COUNTY APPROVED HOMEOWNERS:**

All single-family units (regardless of whether such units are detached units or attached units) constructed by the Agency on the Land shall be sold to County Approved Homeowners.

The Agency shall 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 single-family unit, and ancillary improvements, found on the property. Before committing to the transaction with any prospective homeowners, the Agency shall obtain HCD approval of such homeowners as County Approved Homeowners (as herein defined). The parties hereto recognize that the transaction with a County Approved Homeowner shall consist of the Agency leasing the land of the subject property the County Approved Homeowner for a period of ninety-nine (99) years, and simultaneously selling the single-family 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 December 31, 2042."

Between the date of this Agreement and December 31, 2042, the Agency shall obtain HCD approval of all successor homeowners, as County Approved Homeowners, to whom the land is leased, and to whom the single-family unit, and ancillary improvements, are sold, and include the same restrictions stated above in their deeds of sale.

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

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.

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

**The Agency recognizes and understands that by entering into this Agreement, the County wishes to further its provision of affordable housing to County Approved Homeowners AND County Approved Renters in a timely manner. As such, the Agency's performance as established under this Agreement is critical to the County's effort in providing affordable housing by the aforementioned dates, and therefore time is of the essence in regard to the Agency's performance in connection with each and every date and deadline stated herein.**

**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.**

F. **REPORTS:** The Agency shall submit to HCD detailed monthly progress reports in the form provided as Exhibit E to this Agreement. Each report must account for the activities which the Agency agreed to undertake as provided in this Agreement. The progress reports shall be used by HCD to assess the Agency's progress in implementing the project.

### **II. THE COUNTY AGREES TO:**

- A. Cause the Partnership to convey title to the Land to the Agency.
- B. Accept Declarations of Restrictions as provided for herein.
- C. Execute Releases of Restrictions and Subordinations of Restrictions provided for herein in a timely manner. The execution and delivery of said Releases of Restrictions and Subordinations of Restrictions in the form and substance provided herein, and if altered to meet the form and substance as may be required, with approval by the County Attorney's Office, is hereby delegated to the County Administrator, or his designee, and shall not require any further action by the Palm Beach County Board of County Commissioners.
- D. Confirm whether households proposed by the Agency meet the definition of County Approved Homeowners and County Approved Renters.
- E. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD, and applicable State, Federal and County laws and regulations.
- F. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD in its sole discretion, be conducted by HCD staff or its contractor, and will serve to ensure compliance this Agreement and 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:  
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 "Land") 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:

Tracts C, D and E, Block 119 and Tracts C, D and E, Block 120, Palm Beach Farms Company Plat No. 7, according to the map or plat thereof as recorded in Plat Book 5, Page 72, Public Records of Palm Beach County, Florida, LESS that portion of Lot C, Tracts 119 and 120 lying in the Plat of "Augustine Acres" as recorded in Plat Book 26, Page 55, Public Records of Palm Beach County, Florida;

LESS that parcel described in O.R. Book 2169, Page 961, more particularly described as: A parcel of land located in Section 30, Township 44 South, Range 43 East, Palm Beach County, Florida, described as commencing at the Northwest corner of Lot 9, Augustine Acres, according to the plat thereof as recorded in Plat Book 26, Page 55, Palm Beach County records, said point being the Point of Beginning. Proceeding thence South 02°51'40" West 120 feet along the West side of Lot 9, to the Southwest corner thereof; thence North 87°08'20" West 75 feet; thence North 02°51'40" East 120 feet; thence south 87°08'20" East 75 feet to the Point of Beginning;

AND LESS that parcel described in O.R. Book 2997, Page 1708, more particularly described as follows: From the Northeast corner of said Tract 120 according to the Palm Beach Farms Company's Plat No. 7, recorded in Plat Book 5, Page 72, Public Records of Palm Beach County, Florida; thence bear South 01°56'30" West, along the East line of said Tract 120, a distance of 300.04 feet to the Point of Beginning; thence continue South 01°56'30" West along said East line of Tract 120, a distance of 120.02 feet; thence North 87°08'20" West a distance of 94.81 feet; thence North 02°51'40" East, a distance of 120 feet to the South line of Augustine Acres as recorded in Plat Book 26, Page 55; thence South 87°08'20" East along said South line a distance of 92.89 feet to the Point of Beginning;

AND LESS the South 25.0 feet thereof for canal Right of Way

AND

Tracts C, D and E, Block 121, Palm Beach Farms Company Plat No. 7, according to the map or plat thereof as recorded in Plat Book 5, Page 72, Public Records of Palm Beach County, Florida.

Property Control Number(s): 00-43-44-30-01-119-0032  
00-43-44-30-01-121-0030  
00-43-44-30-01-121-0041  
00-43-44-30-01-120-0041

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 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.

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

2. In consideration of receipt of title to the Land, as provided through an Agreement with the County dated January 13, 2008, the CLT hereby covenants and agrees, until December 31, 2042, 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 December 31, 2012, construct the maximum permissible number of single-family units on the on the portion of the Land lying west of Davis Road, and shall sell all such single-family units only to applicants approved by the County, all according to the terms contained in the Agreement.

4. Should the CLT not complete the construction of the single- family units and sell all such units to applicants approved by the County by December 31, 2012, according to the terms contained in the Agreement, then the CLT shall convey the portion of the Land lying west of Davis Road 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.

5. The CLT shall include, in the deed of sale conveying title to each single- family unit constructed on the Land and sold to applicants 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 December 31, 2042."

6. The CLT shall, while this Declaration of Restrictions is in force and effect, obtain the County's approval of all successor homeowners to whom the single- family units are sold, and the CLT shall include the same restrictions stated above in their deeds of sale.

7. The CLT shall, by December 31, 2012, construct the maximum permissible number of multi-family rental units on the portion of the Land lying east of Davis Road, and shall thereafter, until December 31, 2017, rent at least fifty-one percent (51%) of all such multi-family rental units to renters approved by the County, all according to the terms contained in the Agreement.

8. Should the CLT not complete the construction of the multi-family rental units by December 31, 2012, or should the CLT after said completion of construction, and until December 31, 2017, not rent at least fifty-one percent (51%) of all such multi-family rental units to renters approved by the County, according to the terms contained in the Agreement, then the CLT shall convey the portion of the Land lying east of Davis Road 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. CLT shall pay, or cause to be paid, all taxes due while the Land is in its possession, and CLT shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Land, 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 Land 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 Land within five (5) working days of the receipt of said notice by CLT.

10. 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 Land:

- 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 Land, 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 Land 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.



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

11. 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 Land 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.

12. 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:  <input checked="" type="checkbox"/> _____
Witness Name: Witness Signature:  <input checked="" type="checkbox"/> _____

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

By: Dr. D. M. Walker, President Signature:  <input checked="" type="checkbox"/> (DO NOT SIGN THIS ATTACHMENT) _____
---

(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)

EXHIBIT C

Return to:

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RELEASE OF RESTRICTIONS

Palm Beach County, a political subdivision of the State of Florida, the owner and holder of a certain Declaration of Restrictions executed by the HOUSING PARTNERSHIP, INC., a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 2001 West Blue Heron Boulevard, Riviera Beach, FL 33404, ("Grantor"), to Palm Beach County, bearing the date of July 21, 2006, recorded in Official Records Book 20655, at Page 1416, of the Office of the Clerk and Comptroller of Palm Beach County, Florida, and containing certain conditions restrictions, promises, and obligations made by the Grantor of said Declaration of Restrictions in connection with the property situate in said county and state, and described as follows, to wit:

Tracts C, D and E, Block 119 and Tracts C, D and E, Block 120, Palm Beach Farms Company Plat No. 7, according to the map or plat thereof as recorded in Plat Book 5, Page 72, Public Records of Palm Beach County, Florida, LESS that portion of Lot C, Tracts 119 and 120 lying in the Plat of "Augustine Acres" as recorded in Plat Book 26, Page 55, Public Records of Palm Beach County, Florida;

LESS that parcel described in O.R. Book 2169, Page 961, more particularly described as: A parcel of land located in Section 30, Township 44 South, Range 43 East, Palm Beach County, Florida, described as commencing at the Northwest corner of Lot 9, Augustine Acres, according to the plat thereof as recorded in Plat Book 26, Page 55, Palm Beach County records, said point being the Point of Beginning. Proceeding thence South 02°51'40" West 120 feet along the West side of Lot 9, to the Southwest corner thereof; thence North 87°08'20" West 75 feet; thence North 02°51'40" East 120 feet; thence south 87°08'20" East 75 feet to the Point of Beginning;

AND LESS that parcel described in O.R. Book 2997, Page 1708, more particularly described as follows: From the Northeast corner of said Tract 120 according to the Palm Beach Farms Company's Plat No. 7, recorded in Plat Book 5, Page 72, Public Records of Palm Beach County, Florida; thence bear South 01°56'30" West, along the East line of said Tract 120, a distance of 300.04 feet to the Point of Beginning; thence continue South 01°56'30" West along said East line of Tract 120, a distance of 120.02 feet; thence North 87°08'20" West a distance of 94.81 feet; thence North 02°51'40" East, a distance of 120 feet to the South line of Augustine Acres as recorded in Plat Book 26, Page 55; thence South 87°08'20" East along said South line a distance of 92.89 feet to the Point of Beginning;

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

AND LESS the South 25.0 feet thereof for canal Right of Way

AND

Tracts C, D and E, Block 121, Palm Beach Farms Company Plat No. 7, according to the map or plat thereof as recorded in Plat Book 5, Page 72, Public Records of Palm Beach County, Florida.

Property Control Number(s): 00-43-44-30-01-119-0032  
00-43-44-30-01-121-0030  
00-43-44-30-01-121-0041  
00-43-44-30-01-120-0041

hereby releases its interest in the above stated \_\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

**WITNESS** my hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

By: Edward W. Lowery, Director Housing and Community Development On behalf of Palm Beach County, Florida  X _____
--

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Edward W. Lowery, who is personally known to me or who has produced N/A as identification and who did not take an oath.

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

(NOTARY SEAL ABOVE)

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

S:\CapImprv\NONPROFIT\CLT\_DavisRdProperty\CLT\_Acquisition\AgmtAgency.wpd

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

EXHIBIT D

Return to:

\_\_\_\_\_

**SUBORDINATION OF RESTRICTIONS**

Palm Beach County, a political subdivision of the State of Florida, the owner and holder of a certain Declaration of Restrictions executed by the 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, to Palm Beach County, bearing the date of \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Office of the Clerk and Comptroller of Palm Beach County, Florida, encumbering the real property situate, lying and being in Palm Beach County, Florida, described as follows:

**legal description here**

For good and valuable consideration, to wit: Palm Beach County, has and by these presents does waive the priority of the lien of the above described Declaration of Restrictions insofar as the following described Mortgage is concerned, but not otherwise:

That certain Mortgage dated \_\_\_\_\_, and recorded on, \_\_\_\_\_, in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida, from Community Land Trust of Palm Beach County, Inc., Mortgagor, to \_\_\_\_\_, as Mortgagee, securing payment of a Note in the original principal amount which shall not exceed \$ \_\_\_\_\_, plus all future advances and payments made for taxes, insurance and to cure borrower's default.

The undersigned Palm Beach County hereby consenting that the lien of the Declaration of Restrictions first above described be taken as \_\_\_\_\_ and inferior to the Mortgage last above described, which shall be a \_\_\_\_\_ mortgage.

Signed, sealed and delivered in the presence of:

**WITNESS** my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

By: Edward W. Lowery, Director  
Housing and Community Development  
On behalf of Palm Beach County, Florida  
  
X  
\_\_\_\_\_

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

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Edward W. Lowery, who is personally known to me or who has produced N/A as identification and who did not take an oath.

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

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

(NOTARY SEAL ABOVE)

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

EXHIBIT E

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____
Subrecipient Name:	COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.
Project Name:	Davis Road Property Development
Report Prepared By:	<div style="border-top: 1px solid black; display: flex; justify-content: space-between; padding-top: 5px;"> <span>Name _____</span> <span>Signature _____</span> <span>Date _____</span> </div>

**LAND PLANNING ACTIVITIES (PLATTING/SUBDIVIDING/DESIGN)**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**FINANCING ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONSTRUCTION ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SALES ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other comments: \_\_\_\_\_

Send report to: Amin Houry  
Department for Housing and Community Development  
160 Australian Avenue, Suite 500, West Palm Beach, FL 33406  
S:\CapImpr\NONPROFIT\CLT\_DavisRdProperty\CLT\_Acquisition\AgmtAgency.wpd