

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 3, 2009 [X] Consent [ ] Regular  
 [ ] Public Hearing

Department: Housing and Community Development

Submitted By: Housing and Community Development

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 002 to an Agreement (R2008-1192) with the Community Land Trust of Palm Beach County, Inc. (CLT), to extend the expiration date from December 31, 2008, to March 31, 2009, for the expenditure of \$645,200 in Community Development Block Grant (CDBG) funds.

**Summary:** This Amendment provides an extension of three months to the term of the existing Agreement for the CLT to complete the process of qualifying a new purchaser and closing on the sale of 7786 Griswold Street. The time extension is requested because the buyer who had previously qualified for a loan to purchase this home has become ineligible for financing and the next eligible home-buyer needs the requested time for processing. These are Federal funds that require no local match. (District 7) (TKF)

**Background and Justification:** The County entered into an Agreement with the CLT on July 8, 2008 (R2008-1192), allocating \$645,200 for the acquisition (plus carrying cost of insurance, taxes and maintenance) of three homes at 7804, 7786 and 7796 Griswold Street. The Agreement was amended by Amendment No. 001 (R2008-2316) on December 16, 2008, to address items related to the disposition of program income. Two of the three homes acquired through the Agreement have already been conveyed by the CLT to homeowners who are low income households whose household incomes are at or below 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size.

- Attachments:**
1. Amendment No. 002 to the Agreement with the CLT.
  2. Amendment No. 001 (R2008-2316) to the Agreement with the CLT.
  3. Agreement (R2008-1192) with the CLT with Exhibits A, B & C.
  4. CLT letter of December 22, 2008.

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Recommended by: Edward B. Hornum 1/13/09  
 Department Director Date

Approved By: Sharon Q. B... 1/26/09  
 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					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<i>*see below</i>				

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_

Budget Account No.:

Fund \_\_\_ Unit \_\_\_ Org \_\_\_ Object \_\_\_ Program Code/Period BG \_\_\_ -GY \_\_\_

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

Source:

**\* No fiscal impact**

C. Departmental Fiscal Review: *Saju* 1-13-09  
Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

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

*Jan Dink* 1-21-09  
OFMB 2/1/20/09 CN 1/14/09

*Don J. [Signature]* 1/22/09  
Contract Development and Control

**This amendment complies with our review requirements.**

B. Legal Sufficiency:

*[Signature]* 1/23/09  
Senior Assistant County Attorney

C. Other Department Review:

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

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

**AMENDMENT 002 TO THE AGREEMENT  
WITH  
COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

Amendment 002 entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County and the Community Land Trust of Palm Beach County, Inc.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an Agreement (R2008-1192) with the Community Land Trust of Palm Beach County, Inc., on July 8, 2008, as amended by Amendment 001 (R2008-2316) on December 16, 2008, to provide \$645,200 of Community Development Block Grant funds for the acquisition of three homes; and

WHEREAS, the parties wish to modify the Agreement to extend the project completion date, and

WHEREAS, both parties mutually agree that the original Agreement entered into on July 8, 2008, as amended, is hereby further amended as follows:

**A. Part III - Section 1 - Maximum Compensation:**

Substitute "March 31, 2009" for "December 31, 2008".

**B. Part III - Section 2 - Time of Performance:**

Substitute "March 31, 2009" for "December 31, 2008".

**C. Exhibit A - Section I.H - Work Schedule:**

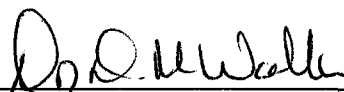
Delete the contents of this section and replace them with the following: The time frame for completion of the activities outlined in Section I.A.g above shall be December 31, 2008. The time frame for completion of all other outlined activities shall be March 31, 2009, except for the Agency's obligation of continued verification of eligibility as provided in Section I.A.f above.


NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(AGENCY SEAL)

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

By:   
Dr. D. M. Walker, President

By:   
James Titcomb, Vice-President

(COUNTY SEAL)

**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, Manager  
Housing and Capital Improvements

R2008 2316

AMENDMENT 001 TO THE AGREEMENT  
WITH  
COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

Amendment 001 entered into this \_\_\_\_ day of DEC 16 2008, 20\_\_\_\_, by and between Palm Beach County and the Community Land Trust of Palm Beach County, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2008-1192) with the Community Land Trust of Palm Beach County, Inc., on July 8, 2008, to provide \$645,200 of Community Development Block Grant funds for the acquisition of three homes; and

WHEREAS, the parties wish to add certain provisions to the Agreement, and

WHEREAS, both parties mutually agree that the original Agreement entered into on July 8, 2008, is hereby amended as follows:

**A. Exhibit A - Section I.A.f - Use of the Acquired Property and Sale to County Approved Homeowners:**

Insert the following immediately before the sentence that states "The requirements of this section shall survive the expiration of this Agreement":

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.

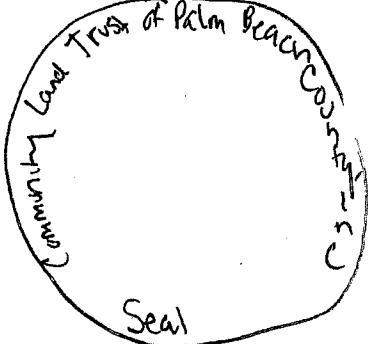
In addition, the Agency acknowledges that the revenue it will receive from the sale of the single family detached dwellings, and ancillary improvements, as described above, during the term of this Agreement, shall be regarded as program income (that is proceeds from the disposition by sale of real property 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. The Agency further acknowledges that such revenue received from the sale of the single family detached dwellings, 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.

**AMENDMENT 001 TO THE AGREEMENT WITH  
COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. - Continued**

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(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*  
John F. Koons, Chairman  
Board of County Commissioners

ATTEST: Sharon R. Book  
Clerk & Comptroller

By: *Nancy Powell*  
Deputy Clerk

Approved as to Form and  
Legal Sufficiency

By: *Tammy K. Fields*  
Tammy K. Fields  
Senior Assistant County Attorney

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Document No. 2008 2316  
DEC 16 2008

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

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

R 2008 11 92

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

JUL 0 8 2008

**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 has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accord with the annual Action Plan, and the Community Land Trust of Palm Beach County, Inc., desire to provide the activities specified in Part II of this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Community Land Trust of Palm Beach County, Inc., to implement such undertakings of the Community Development Block Grant Program.

**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) "Low and moderate income persons" means the definition set by U.S. HUD.
- (8) "County Approved Homeowners" means low income households whose household incomes are within 80% 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 persons.

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

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Agency agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$645,200 for the period of July 8, 2008, through and including December 31, 2008. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

The Agency agrees to comply with the requirements of 24 CFR Part 58. The provision of funds under this Agreement is conditioned on the satisfactory completion of the environmental review process, and the County's determination to proceed, modify, or cancel this project/activity based on the results of this environmental review. If this project involves unspecified sites, the Agency agrees to provide a request to HCD for the preparation of an environmental review as the sites are identified.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under grant No. B-04-UC-12-0004 and No. B-05-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency prior to December 31, 2008.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Agency for all budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Agency or any subcontractors hereunder. The Agency shall request payments or reimbursements from the County by submitting to HCD proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by HCD. Each request for payment or reimbursement submitted by the Agency shall be accompanied by a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HCD. The Agency may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Agency during the term of this Agreement by submitting to HCD the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that HCD has determined that the funds allocated to the Agency through this agreement are still available for payment, and provided that HCD approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Agency shall implement this Agreement in accordance with applicable Federal, State, County, and local 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. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

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

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

- (2) 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.
- (3) SUBCONTRACTS  
Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost.  
None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the HCD Director or his designee.
- (4) PURCHASING  
All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-110, A-122, and 24CFR Part 84, which are incorporated herein by reference.
- (5) REPORTS, AUDITS, AND EVALUATIONS  
Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (6) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS  
HCD shall have the right under this Agreement to suspend or terminate payments if after 15 days written notice the Agency has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, or U.S. HUD.
- (7) PRIOR WRITTEN APPROVALS-SUMMARY  
The following activities among others require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:
  - (a) All subcontracts and agreements pursuant to this Agreement;
  - (b) All capital equipment expenditures of \$1,000 or more;
  - (c) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
  - (d) All change orders; and
  - (e) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
  - (f) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.
- (8) 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.



# COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

## PART IV

### GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND 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, or gender, 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.  
To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.
2. 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.
3. PROGRAM BENEFICIARIES  
All the beneficiaries of a project funded through this Agreement must be low income persons. The Agency shall provide written verification of compliance to HCD upon HCD's request.
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 thirty (30) days after receipt of the audit's report, or nine (9) months after the end of the audit period covered by this Agreement. 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. 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.

### 7. 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.

### 8. 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.

### 9. 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, or due to the acts or omissions of the Agency. 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.

### 10. 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.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

- (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.
11. MAINTENANCE OF EFFORT  
The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.
12. 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.
13. 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.
14. 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.
15. 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;

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

- (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.

### 16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Agency with funds under this Agreement shall be returned to HCD or the County.

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency for set-off purposes until such time as the exact amount of damages due to the County from the Agency is determined.

#### (1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

#### (2) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

#### (3) TERMINATION DUE TO CESSATION

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the U.S. HUD specifies.

### 17. 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.

### 18. 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.

### 19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on page one (1) of this Agreement.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

20. 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.

21. 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.

22. 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).

23. COUNTERPARTS OF THE AGREEMENT

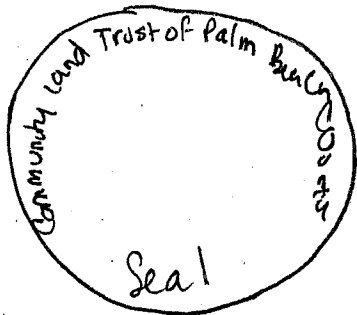
This Agreement, consisting of sixteen (16) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

24. 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 JUL 08 2008, 20\_\_\_\_.

(AGENCY SEAL BELOW)



COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

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

By: Suzanne P. Cabrera  
Suzanne P. Cabrera, Secretary

(COUNTY SEAL BELOW)

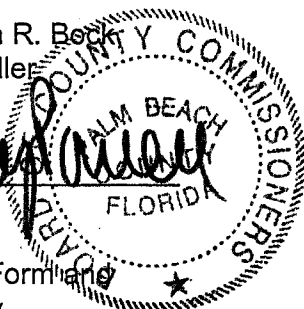
PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: Addie L. Greene  
Addie L. Greene, Chairperson  
Board of County Commissioners

ATTEST: Sharon R. Bock  
Clerk & Comptroller

By: Sharon R. Bock  
Deputy Clerk



Document No.: R2008-1192

Approved as to Form and Legal Sufficiency

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

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

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

S:\CapImpr\NONPROFIT\CLT\_PropertyAcquisition\AgmtAgency.WRD

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

**I. THE AGENCY AGREES TO:**

**A. PROJECT SCOPE :**

The scope of this project, subject to funding availability, shall include the acquisition of the property located at:

- 7804 Griswold Street, Lantana (property control no. 00-43-45-10-07-000-0700)
- 7786 Griswold Street, Lantana (property control no. 00-43-45-10-07-000-0720)
- 7796 Griswold Street, Lantana (property control no. 00-43-45-10-07-000-0710)

The Agency shall acquire these properties for the purpose of providing affordable housing to income eligible home owners approved by HCD as more fully described below. The Agency assures the County that all of the above listed properties were not occupied by any residents on April 17, 2008, and will not be occupied by any residents between said date and the closing date. The Agency further assures the County that it shall not acquire any properties under this Agreement that are occupied by any residents. Should acquisition of the described property not be feasible in the opinion of HCD, then the County shall have the option of withdrawing from this Agreement.

- a. Applicable Regulations: In addition to any other applicable statute, ordinance, or regulation, the Agency agrees that it shall acquire these properties in accord with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act.
- b. Fair Market Value: The parties to this agreement recognize that the Fair Market Value of each of the properties listed above is \$200,000 as established by a separate appraisal for each performed on June 2, 2008, by the Lawson Valuation Group, Inc. The Agency shall inform the seller of the following in writing:
  - 1) The dollar amount of the established Fair Market Value of the property.
  - 2) That the seller may, without penalty, withdraw from the sales contract after the above information is provided.
- c. Sales Contract: The Agency shall negotiate a sales price with the seller for each of the properties listed above, shall execute a sales contract for each, and shall provide HCD with a copy of such contract. The sales contract shall be made subject to, and contain the following:
  - 1) A condition that makes the purchase of the property subject to the County's approval.
  - 2) A disclosure to the seller of the Fair Market Value of the property being \$200,000.
  - 3) An option that allows the seller to withdraw from the sales contract, without penalty, after the Fair Market Value of the property is provided to the seller by the Agency.
  - 4) A requirement that the seller shall provide clear title to the property.
  - 5) A requirement that obligates the seller and buyer to each pay closing costs as customarily paid in Palm Beach County by sellers and buyers.
  - 6) A requirement that obligates the seller to authorize the County to enter the property for the purpose of conducting inspections, assessments, surveys, and appraisals of the property.
  - 7) A disclosure to the seller by the Agency informing the seller that it does not have the power of eminent domain to acquire the property through condemnation, that this is a voluntary, arm's length transaction, and that the Agency will not acquire the property if negotiations fail to result in an amicable agreement.
  - 8) A disclosure to the seller that the seller shall not be eligible to receive any relocation payment or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act or any other law or regulation.

The Agency shall pay the deposit amount required by each sales contract.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

- d. Request for Acquisition Funding: Upon completing the above, the Agency may request HCD for the property's acquisition funding. The Agency shall provide HCD with a copy of the unsigned closing statement and an owner's title insurance policy commitment. As a condition for HCD's release of acquisition funding, the Agency shall require the seller, at or before closing, to remedy any title defect identified by HCD that is revealed in said commitment, and the seller shall be responsible for any costs associated with perfecting the seller's title to the property.

The County shall, in no event, fund any amount for the purchase of the property that exceeds the Fair Market Value. All such excess amounts, if any, shall be funded by the Agency from its own sources.

For the purposes of this Agreement, the property's acquisition funding shall consist of the deposit amount paid by the Agency, the balance of the cost of the property (that is the sale price of the property (not to exceed the Fair Market Value of the property) less the deposit amount) and any adjustments thereto (either upwards or downwards) resulting from the computation of closing costs.

The County shall in response to the Agency's request for the property's acquisition funding and the receipt of the above stated items, issue to the Director of HCD, for safekeeping until the closing, two checks as follows:

- 1) one check payable to the Agency in the amount of the deposit paid by the Agency, as a reimbursement to the Agency, and
- 2) one check payable to the seller for the balance of the cost of the property as adjusted by the closing costs.

- e. Acquisition Closing: HCD staff shall attend the closing for each property with the two checks provided to the Director of HCD. If the closing is successful, HCD shall release to the Agency the check payable to the Agency, and shall release the check payable to the seller to the closing agent for escrow and disbursement according to the closing statement. At the closing for the property, the Agency shall execute a Declaration of Restrictions document in favor of the County, which document is provided as Exhibit C and attached hereto. The Agency shall then cause this document to be recorded in the public record of Palm Beach County along with the deed for the property. The Agency shall assure that recording fees for the aforesaid document are included in the closing statement. After the closing, the Agency shall provide the County with copies of the recorded deed, signed closing statement, and the title insurance policy, as well as the original recorded Declaration of Restrictions. The Agency shall pay all upkeep, insurance, taxes, and assessments for the property while in its possession.

The Agency shall agree to maintain, or cause to be maintained, for the period of the Declaration of Restrictions: 1) All-Risk Property insurance for the full replacement value of the property, including betterments and improvements made by or on behalf of the Agency with CDBG funds, 2) Windstorm insurance, unless included as a covered peril in the property insurance for the full replacement value of the property, including betterments and improvements made by or on behalf of the Agency with CDBG funds; or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. The Agency shall agree to be fully responsible for any deductible or self-insured retention, and agree to name the County as a LOSS PAYEE on each policy as their interest may appear in connection with all betterments and improvements made by or on behalf of the Agency with CDBG funds.

Within 10 working days after the closing on the acquisition of the property described herein, the Agency shall provide HCD with a certificate of property and windstorm insurance as specified above. Failure to obtain and maintain the above described insurance shall be considered as an event of default under the Declaration of Restrictions. The requirements of this clause shall survive the expiration of this Agreement.

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

f. Use of the Acquired Property and Sale to County Approved Homeowners: Each property acquired by the Agency through this Agreement shall be used for the purpose of providing affordable housing. To this end, for each property acquired by the Agency through this Agreement, the Agency shall:

- 1) Market the availability of the property to persons likely to meet the definition of County Approved Homeowners.
- 2) Provide guidance and information to prospective County Approved Homeowners 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 detached dwelling, and ancillary improvements, found on the property.
- 3) Before committing to the transaction with any prospective homeowners, obtain HCD approval of such homeowners as County Approved Homeowners (as herein defined).
- 4) Lease the land of the subject property, by December 31, 2008, to the County Approved Homeowners for a period of ninety-nine (99) years, and simultaneously sell the single family detached dwelling, and ancillary improvements, found on the property to these County Approved Homeowners.
- 5) 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, 2038."
- 6) Between the date of this Agreement and December 31, 2038, obtain HCD approval of all successor homeowners, as County Approved Homeowners, to whom the land is leased, and to whom the single family detached dwelling, and ancillary improvements, are sold, and include the same restrictions stated above in their deeds of sale.

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

g. Costs Associated with the Acquired Property:

The following costs may be paid in connection with the acquisition of the above properties or in connection with the Agency's ownership of these properties:

- 1) Appraisals (of acquired properties or ones attempted for acquisition).
- 2) Property surveys in connection with the acquisition closings.
- 3) Property insurance, for coverage extending for a period not to exceed six months, payable during the term of this Agreement.
- 4) Property taxes payable during the term of this Agreement.
- 5) Property maintenance and upkeep during the term of this Agreement (provided that such expenditures do not add to the permanent value of the property or prolong its intended life).

Costs associated with any of the above items that are obtained by HCD directly shall be paid by HCD from the budget allocated to this project, and costs associated with any of the above items that are obtained by the Agency shall be subject to the payment/reimbursement provisions contained in 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.**

- B. FORMER PROJECTS: The Agency shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- C. WORK SCHEDULE: The time frame for completion of the outlined activities shall be December 31, 2008, except for the obligation of continued verification of eligibility as provided in Section I.A.f above.
- D. REPORTS: The Agency shall submit to HCD detailed monthly progress reports in the form provided as Exhibit B to this Agreement. Each report must account for the total activity for which the Agency is funded under 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. Provide funding for the above specified activities as described above in "Project Scope", during the term of this Agreement, in the amount of \$645,200.
- B. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. 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.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
  - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Agency for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditures it deems appropriate for this project.

**EXHIBIT B**

**PALM BEACH COUNTY**

**HOUSING & COMMUNITY DEVELOPMENT**

**MONTHLY NARRATIVE REPORT**

<b>Report For:</b>	Month: _____ Year: _____		
<b>Subrecipient Name:</b>	COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.		
<b>Project Name:</b>	Property Acquisition		
<b>Report Prepared By:</b>	_____		
	Name	Signature	Date

**BUDGETING AND EXPENDITURES**

Amounts Expended this Reporting Period: CDBG Funds:\$ \_\_\_\_\_ Other Funds:\$ \_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ _____	\$ _____	%
Other Funds: _____	\$ _____	\$ _____	%
Other Funds: _____	\$ _____	\$ _____	%
<b>TOTAL:</b>	\$ _____	\$ _____	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

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

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

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

**PROJECT 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:\CapImprv\NONPROFIT\CLT\_PropertyAcquisition\AgmtAgency.WPD

EXHIBIT C

Return to:

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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, and its successors and assigns, hereinafter referred to as "CLT", for the property described below, in consideration of funding in the amount of \_\_\_\_\_ thousand Dollars (\$000,000) received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

XXXXXX TYPE LEGAL DESCRIPTION HERE XXXXXXXX

Property Control Number(s): 00-XX-XX-XX-XX-XXX-XXXX

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 executed with the same formalities as this document.
2. In consideration of the County's grant in CDBG dollars, for the purchase of the Property, as provided through a grant Agreement with the County dated July 8, 2008, the CLT hereby covenants and agrees, until December 31, 2038, to use the subject property as described in the CLT's funding application to the County, and as described in said grant Agreement, to comply with the provisions, terms and conditions set forth herein, and the CLT further agrees to maintain insurance as required in the grant Agreement.
3. The CLT shall, by December 31, 2008,
  - (a) Market the availability of the Property to persons likely to meet the definition of County Approved Homeowners (as defined below).
  - (b) Provide guidance and information to prospective County Approved Homeowners 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 detached dwelling, and ancillary improvements, found on the Property.
  - (c) Obtain the County's approval of prospective homeowners as County Approved Homeowners before committing to any transaction with such homeowners affecting the Property. For the purpose of this Declaration of Restrictions (hereinafter "Declaration"), County Approved Homeowners shall be defined as "low income households whose household incomes are within 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".
  - (d) Lease the land of the Property to the County Approved Homeowners for a period of ninety-nine (99) years, and simultaneously sell the single family detached dwelling, and ancillary improvements, found on the Property to these County Approved Homeowners.

Should CLT not lease the land and convey the dwelling and ancillary improvements to County Approved Homeowners by December 31, 2008, 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.**

4. The CLT shall in connection with the lease and sale of the Property comply with all federal, state and local Fair Housing laws.

5. The CLT shall include, in the deed of sale conveying title to the single family detached dwelling, and ancillary improvements, found on the Property to all County Approved Homeowners, 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, 2038."

6. 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 single family detached dwelling, and ancillary improvements, are sold, and the CLT shall include the same restrictions stated above in their deeds of sale.

7. The CLT shall pay, or cause to be paid, all taxes due while the Property is in its possession and/or in the possession of the County Approved Homeowners, and the CLT shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part thereof, any lien superior to the lien of this Declaration of Restrictions, except with the County's prior written consent. 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.

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

- (a) Failure of the 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 the CLT of its determination that the CLT is in default of the terms of this Declaration of Restrictions, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration of Restrictions, 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 the 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.

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

- (a) Forfeiture of all the CLT's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration of Restrictions; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the CLT is obligated to pay, or cause to be paid.

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 of Restrictions 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. The CLT shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration of Restrictions 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 of Restrictions 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 of Restrictions, the County shall first give the CLT written notice of the default complained of which such notice shall be given to the CLT at their address shown above. The CLT shall then have ten (10) working days from the date such notice is given to cure or correct any default.

10. The CLT shall submit to the County once each year a report detailing the CLT's compliance with the terms of the grant Agreement and this Declaration of Restrictions.

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

11. In the event of any litigation necessary to enforce the terms of this Declaration of Restrictions, the CLT agrees to reimburse the County for attorneys fees and costs associated with litigation.

12. The CLT shall cause this Declaration of Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the CLT shall provided it to the Director of Housing and Community Development Department, 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

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 EXHIBIT) _____
--

(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)



**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*

**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*

December 22, 2008

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

Dear Mr. Lowery:

The Community Land Trust of Palm Beach County, Inc. (CLT of PBC) requests to extend Agreement R2008 1192 to March 31, 2009. The Agreement currently requires the CLT of PBC to sell three houses, 7796, 7786, and 7804 Griswold Street to households at or below 80% AMI by December 31, 2008.

To date, we have successfully sold two of the homes, 7796 and 7804 Griswold, to income qualified buyers. We were scheduled to close on the third house, 7786 Griswold, this month. We have had a buyer for 7786 Griswold since September and had been assured by the bank the buyer would be ready to close this month. At the last minute, a final credit report was pulled showing more student loan debt than was previously displayed, making the buyer ineligible for the mortgage.

We have other income eligible homebuyers in the pre-approval process with the bank and are certain we will be able to meet all requirements of the agreement by the extension date being requested. The CLT of PBC is not requesting any additional monetary compensation associated with the extension. All requests for reimbursement will be submitted by the original deadline.

Appreciatively,

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

Cc: Amin Houry, Manager, housing and Rehabilitation

Attachment 4

Ph: (561)233.3683, Fax: (561)656-7551