

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 5, 2017 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Department of Housing and Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File:

- A) Loan Agreement with Neighborhood Renaissance, Inc., under the HOME Investment Partnerships Program (HOME);
- B) Agreement with Community Land Trust of Palm Beach County, Inc., under HOME;
- C) Certificate of Award for Developer Affordable For-Sale Housing Units to Community Land Trust of Palm Beach County, Inc., under the Impact Fee Affordable Housing Assistance Program (IFAHAP); and
- D) Amendment 001 to the Loan Agreement (R2017-1351) with Portofino Associates, Ltd., under the State Housing Initiatives Partnership Program (SHIP).

Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached documents have been executed on behalf of the Board of County Commissioners (BCC) by the Mayor or the County Administrator in accordance with Agenda Items 5D-1, 5B-5 and 3I-1 as approved by the BCC on July 11, 2017, September 12, 2017, and October 18, 2016, respectively. The Loan Agreement with Neighborhood Renaissance, Inc., provides \$532,187 in HOME funds for the construction of four (4) townhouses. The Agreement with Community Land Trust of Palm Beach County, Inc., provides \$749,767 in HOME funds for the construction of eight (8) homes. The Certificate of Award for Developer Affordable For-Sale Housing Units awards \$56,000 in IFAHAP funds as a reimbursement of impact fees associated with the construction of 24 homes. Amendment 001 with Portofino Associates, Ltd., amends the Loan Agreement which provides \$494,000 in SHIP funds for the rehabilitation of 270 rental units. These executed documents are now being submitted to the BCC to receive and file. **HOME grant funds are Federal funds which require a 25% local match provided by State SHIP funds. IFAHAP funds are from interest earned by the Impact Fee Fund. SHIP grant funds are State funds that do not require a local match.** Districts 3 (JB)

Background and Justification: A) On September 25, 2017, the County entered into a Loan Agreement with Neighborhood Renaissance, Inc., to provide a loan of \$532,187 in HOME funds for the construction of four (4) affordable townhouses in the Art Lofts at West Village project located at 110 North F Street Lake Worth. The Loan Agreement requires that these units be sold to households with incomes at no more than 80% of Area Median Income (AMI)

(Continued on Page 3)

Attachment(s):

1. Loan Agreement with Neighborhood Renaissance, Inc.
2. Agreement with Community Land Trust of Palm Beach County, Inc.
3. Certificate of Award for Developer Affordable For-Sale Housing Units to Community Land Trust of Palm Beach County, Inc.
4. Amendment 001 to the Loan Agreement with Portofino Associates, Ltd.

Recommended By: Jonathan Braun 11/9/17
 Department Director Date

Approved By: Raye Johnson 11/30/17
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$1,337,954				
External Revenues	(\$1,337,954)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				


# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Fund 1103 Dept 143 Unit 1434 Object 8201 Program Code/Period various
 Fund 3534 Dept 143 Unit 1461 Object 8201: \$37,610
 Fund 3622 Dept 143 Unit 1461 Object 8201: \$17,989
 Fund 3815 Dept 143 Unit 1461 Object 8201: \$402


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

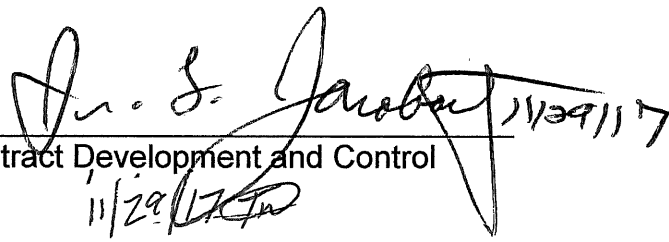
The Loan Agreement with Neighborhood Renaissance, Inc., allocated \$532,187 in HOME funds. The Loan Agreement with Community Land Trust of Palm Beach County, Inc., allocated \$749,767 in HOME funds. The Certificate of Award for Developer Affordable For-Sale Housing Units to Community Land Trust of Palm Beach County, Inc., awarded \$56,000 in IFAHAP funds

C. Departmental Fiscal Review: 
 Shairette Major, Fiscal Manager II


III. REVIEW COMMENTS

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

 11/14/17
 OFMB Jan 10 11/14

 11/29/17
 Contract Development and Control
 11/29/17

B. Legal Sufficiency:

 11/30/17
 Assistant County Attorney
 Promissory Note + Mortgage/Security Agreement
 were executed at the closing. They are attached here

C. Other Department Review: as exhibits only per HES.

 Department Director

Background and Justification: (Continued from Page 1)

B) On October 17, 2017, the County entered into an Agreement with the Community Land Trust of Palm Beach County, Inc. to provide a loan of \$654,767 and a grant of \$95,000 in HOME funds for the construction of eight (8) affordable housing units at various locations in Palm Springs. The Agreement requires that these units be sold to households with incomes at no more than 80% of AMI.

C) On October 24, 2017, the Community Land Trust of Palm Beach County, Inc., was awarded \$56,000 by means of a Certificate of Award for Developer Affordable For-Sale Housing Units under IFAHAP. The award provides a reimbursement of impact fees associated with the construction of 24 affordable housing units at the Davis Landings West project located at 3522 Davis Landing Circle in unincorporated Palm Beach County. IFAHAP requires that these units be sold to households with incomes at no more than 140% of AMI.

D) On June 26, 2017, the County entered into a Loan Agreement Portofino Associates, Ltd., to provide \$494,000 in SHIP funds for the rehabilitation of 270 rental units known as Portofino Apartments located at 2767 10th Avenue North in Palm Springs. The Loan Agreement requires that, for a period of 15 years, 78 units be leased to tenants with incomes at no more than 80% of AMI, and that 48 units be leased to tenants with incomes at no more than 50% of AMI. Amendment 001, entered into on September 29, 2017, extended an interim deadline to draw a portion of loan funds in the amount of \$345,000 from September 30, 2017 to December 29, 2017.

LOAN AGREEMENT

THIS AGREEMENT, entered into on SEP 25 2017, by and between **Palm Beach County**, a political subdivision of the State of Florida, (hereinafter referred to as the "County" and the "Lender") for the use and benefit of its HOME Investment Partnerships Program (hereinafter "HOME"), and **Neighborhood Renaissance, Inc.**, (the "Borrower") a not-for-profit corporation duly organized and existing by virtue of the laws of the State of Florida, whose principal office is at 510 24th Street, Suite A, West Palm Beach, FL 33407, and whose Federal Tax Identification number is 65-0352279, and whose DUNS number is 940261332.

1. RECITALS:

WHEREAS, Palm Beach County has entered into an agreement(s) with the United States Department of Housing and Urban Development (HUD) for the use of HOME funds; and

WHEREAS, Palm Beach County made \$1,186,954 in HOME funds available for affordable housing under Request for Proposals DES.2017.1 (RFP); and

WHEREAS, the Borrower applied to Palm Beach County for HOME funding in connection with the RFP; and

WHEREAS, on July 11, 2017, Palm Beach County conditionally approved the award of a loan in the principal amount of \$532,187 (the "Loan") in HOME funds to be made available to the Borrower subject to the execution of this Agreement; and

WHEREAS, the Borrower has acquired title to certain land which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Borrower proposes to construct eight (8) townhomes on the Premises all of which are to be known as Art Lofts at West Village as described in the Borrower's proposal in response to the RFP; and

WHEREAS, the Borrower wishes to use the Loan to fund certain costs associated with constructing four (4) of the townhomes (hereinafter referred to as the "Improvements" and the "HOME Assisted Units") at Art Lofts at West Village; and

WHEREAS, Borrower proposes to sell the HOME Assisted Units, upon completion of their construction, to First-Time Homebuyers (as defined herein) having certain income levels as more particularly described herein; and

WHEREAS, the Borrower has the remainder of the financing required for the construction of Art Lofts at West Village in place by having obtained a separate loan of \$1,666,000 from the Florida Community Loan Fund which loan has been secured by a mortgage encumbering the Premises (the "First Mortgage") and by having obtained another separate loan of \$700,000 from the Lake Worth Community Redevelopment Agency which loan has been secured by a second mortgage encumbering the Premises (the "CRA Mortgage"); and

WHEREAS, the Borrower and the County have negotiated the terms and conditions of, and wish to enter into, this Agreement in order to set forth the terms and conditions for the disbursement of the Loan.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below the receipt and sufficiency of which is hereby acknowledged, the Borrower and the County agree as follows:

2. OVERVIEW OF THE PROJECT:

The Borrower owns the Premises as evidenced by a Special Warranty Deed which is recorded in Official Records Book 29179, Page 1442, of the Public Records of Palm Beach County, Florida. The Borrower is in the process of re-platting the Premises. The County's mortgage shall be secured by the Premises. After completion of the re-plat, the County shall provide a partial release of its Mortgage from the portions of the Premises that are not associated with the HOME Assisted Units.

The Borrower shall use a portion of the First Mortgage proceeds plus this Loan to construct the HOME Assisted Units which are affected by the requirements of this Agreement. The HOME Assisted Units consisting of four (4) townhomes are identified as Lot B, Lot E, Lot F and Lot G on the site plan shown in Exhibit J attached hereto and incorporated herein by reference. The Borrower shall use the other portion of the First Mortgage proceeds plus the proceeds from the CRA Mortgage to construct the other four (4) townhomes identified as the Non-HOME Assisted Units as identified on the site plan shown in Exhibit J. The Non-HOME Assisted Units shall not be affected by the requirements of this Agreement and the Borrower may not receive any HOME funds made available herein for these units.

Upon completion of construction, each HOME Assisted Unit shall be sold in fee simple to a County-approved First-Time Homebuyer household to be occupied as a principal place of residence, and if not sold within the period specified herein, shall, as required herein, be rented to an income eligible household. For each residential building at Art Lofts at West Village, the Borrower shall complete the construction of all townhomes in the building and obtain a Certificate of Occupancy for each prior to being authorized by the County to close on the sale of any HOME Assisted Unit in that building. At the closing for the sale of each HOME Assisted Unit, the Borrower shall obtain a partial release of the First Mortgage and a partial release of the CRA Mortgage for such unit. The Borrower may include a deed restriction to the benefit of the Lake Worth Community Redevelopment Agency in each deed conveying a HOME Assisted Unit to a County-approved First-Time Homebuyer provided the County has approved such deed restriction. The afore stated deed restriction shall only address the income and affordability requirements imposed on the owner-occupants of the HOME Assisted Unit and remedies for the violation thereof. In the alternative, should a deed restriction not be used, then the income and affordability requirements and remedies for the violation thereof may be imposed on the owner-occupants of the HOME Assisted Unit by means of separate restriction document to be recorded against the property.

At the closing for the sale of each HOME Assisted Unit, the Borrower shall repay the County the entire loan provided by the County for such unit and the County shall provide a partial release of its mortgage from such unit. The County shall use all or part of such repayment as a purchase subsidy to the First-Time Homebuyer. The Borrower shall obtain a second mortgage to the benefit of the County from the First-Time Homebuyer and such mortgage shall secure the purchase subsidy provided to the First-Time Homebuyer.

3. THE LOAN AND LOAN EXPENDITURE REQUIREMENTS:

The County shall make the Loan to the Borrower in an amount not to exceed the principal amount of **\$532,187** upon the terms and conditions set forth herein, and at the rates and terms set forth in its Promissory Note and Mortgage and Security Agreement (the "Mortgage") which are attached hereto and made a part hereof as Exhibit B and Exhibit C, respectively.

The Borrower shall take the Loan comprised of HOME funds and expressly agrees to comply with and to perform all of the terms and conditions of this Agreement, including all amendments thereto, the Promissory Note, the Mortgage and any other documents evidencing and securing this Loan (collectively hereinafter referred to as the "Loan Documents"). The closing of the Loan, including the execution of the Promissory Note and Mortgage, shall occur at the offices of the County Attorney or such other mutually agreed upon site no later than September 30, 2017, unless extended by the County in its sole discretion.

Any HOME funds not drawn or expended by the date provided below shall remain with the County and not be eligible for payment to the Borrower and the County may reallocate such funds for other projects or needs, unless such date is extended by written amendment to this Agreement. Furthermore, the County shall not be obligated to replace unused or reallocated HOME funds with funds from another source, and the County's right to reallocate such HOME funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations, or from any other funding source, for any reason.

This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Palm Beach County of an approval of the request for release of funds and certification from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The provision of any funds to the Art Lofts at West Village project is conditioned on Palm Beach County's determination to proceed with, modify or cancel the project based on the results of the environmental review.

The Borrower recognizes and understands that by entering into this Agreement, the County wishes to further its provision of affordable housing to income qualified households in a timely manner. The Borrower also recognizes and understands that the Borrower's performance as established under this Agreement is critical to the County's efforts in the provision of affordable housing, compliance with HOME requirements, and requirements for the use of HOME funds. The Borrower agrees that **time is of the essence** in regard to the Borrower's completion of the Art Lofts at West Village project which consists of the construction of the four (4) HOME Assisted Units (also referred to herein as "Project") and the continued occupancy of said housing units as more fully specified in Section 5 and Section 6 herein.

In recognition of the above, the Borrower shall implement the Project as follows:

- The Borrower shall have drawn **50% of the Loan, by September 30, 2018.**
- The Borrower shall have drawn at **\$532,187 comprising the entire the Loan**, and the Borrower have shall completed the construction of all HOME Assisted Units, with all Certificates of Occupancy issued, and such units placed into service (as more fully described herein) by **September 30, 2019.**

4. CONDITIONS PRECEDENT TO CLOSING:

(A) Conditions Precedent:

The conditions listed below are a condition precedent to the County's acceptance of the Mortgage and disbursement of funds and shall be complied with in form and substance satisfactory to the County prior to the closing:

(i) Title Insurance:

(a) Within thirty (30) days of the effective date hereof, Borrower shall deliver to County a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to County, agreeing to issue to County upon recording of the Mortgage a Lender's Title Insurance Policy in the amount of said Mortgage, subject only to the Permitted Exceptions listed on Exhibit D attached hereto and made a part hereof. Said commitment shall have attached to it copies of all exceptions referred to in the title commitment. The cost of said title commitment and policy and any premium therefore shall be borne by Borrower.

(b) County shall have fifteen (15) days after receipt of the title insurance commitment in which to review the same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Borrower of its objections thereto and Borrower shall act to remove such exceptions, which exception shall be deemed to constitute title defects. The Borrower shall be entitled to thirty (30) days from the day of notification within which to cure such defects or make arrangements with the title insurer for the removal of any such objections from the commitment. If the defect shall not have been so cured or removed from the commitment by endorsement thereto within said thirty (30) day period, the County shall have the option of accepting title as it then exists or terminating this Agreement, by giving written notice thereof to Borrower, in which event the parties shall be relieved of all further obligations hereunder. Notwithstanding the foregoing, County shall not object to any exception necessary for the construction work on the Improvements as contemplated herein.

- (c) The title insurance commitment shall be endorsed at closing to remove any and all requirements of pre-conditions to the issuance of a Lender's Title Insurance Policy, and to delete any exceptions for: (1) any rights or claims or parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Premises; (3) unrecorded easements and claims of liens; (4) taxes for the year 2017 and all prior years; (5) matters arising or attaching subsequent to the effective date of the commitment but before the Mortgage becomes recorded in the Public Records, except those matters necessary for the construction work on the Improvements as contemplated herein.
- (ii) Survey: Borrower shall, concurrent with the submission of the above mentioned title commitment, deliver to the County a current certified survey of the Premises, prepared by a surveyor acceptable to the County, showing the following:
- (a) The location of the perimeter of the Premises by courses and distances and perimeter footings in place, and by reference to Township, Range, Section unless platted, in which case, reference shall be to Tract, or Lot and Block per Plat.
- (b) The location of and the identification by reference to recording data of all easements, rights-of-way, conditions and restrictions on or appurtenant to the Premises.
- (c) The location of all building setback lines.
- (d) The lines of the streets abutting the Premises and the width thereof.
- (e) All encroachments, and the extent thereof, in feet and inches upon the Premises.
- (f) Flood zone certification.
- (g) Any other notations required for the deletion of the survey exception from the Title Insurance Policy to be issued in accordance with Section 4(A)(i) above and any other requirements requested by the County.
- (h) The survey shall be certified to: Palm Beach County, a political subdivision of the State of Florida.
- (iii) Promissory Note: The Promissory Note, in a form acceptable to the County Attorney, shall be duly authorized, executed and delivered to the County;
- (iv) Mortgage: The Mortgage, in a form acceptable to the County Attorney, shall be duly authorized, executed, acknowledged, delivered to the County, and when recorded, shall be a valid mortgage lien on the Premises and on all fixtures and personal property owned by Borrower to be used in connection with the Improvements. The following conditions shall apply to the Mortgage:
- (a) The Mortgage shall not be subject to any prepayment penalty.
- (b) The Mortgage shall become immediately due and payable upon an unpermitted sale, transfer, or refinancing of the Premises.
- (c) The Mortgage shall be non-assumable, unless the County has otherwise consented.
- (v) Mortgagor's Affidavit: An affidavit of Borrower shall be executed and delivered to the County as required by the title insurer as noted in Section 4(A)(i) above, certifying to all such facts as are required to delete the Standard Exceptions from the Lender's Title Insurance Policies and certifying that no liens exist on the Premises for taxes not yet due and payable and that no other parties are entitled to possession except as otherwise provided therein.

(vi) Public Requirements: The Borrower shall deliver to the County:

(a) Letters from local utility companies or municipal authorities stating that electricity, telephone, sewer and water facilities will be available to the Premises upon the completion of the intended Improvements.

(b) A letter from the appropriate Zoning Department certifying as to compliance with all zoning and land use regulations including but not limited to compliance with parking requirements, a copy of the applicable zoning ordinances certified by an appropriate official to be a complete and accurate statement thereof, and an up-to-date zoning map similarly certified.

(c) Evidence satisfactory to the County that all roads necessary for the full utilization of the intended Improvements for their intended purposes have either been acquired by the appropriate governmental authorities or have been dedicated to public use and accepted by such governmental authorities and that all necessary steps have been taken by Borrower and such governmental authorities to assure the complete construction and installation thereof if applicable.

(d) Copies of any subdivision plats, restrictive covenants, plans of developments, and any other documents required by the local zoning and subdivision ordinances, and such other documents required by and satisfactory to the County; and evidence satisfactory to the County and its counsel that the Final Plans conform to all federal, state, and local laws, ordinances, rules and regulations, including, but not limited to, laws of the State of Florida regulating air and water pollution and land use.

(e) Copies of all necessary approvals from appropriate environmental protection agencies.

(f) Satisfactory soil test report.

(vii) Corporate Documents: The Borrower shall deliver to the County the following documents:

(a) The Articles of Incorporation of the Borrower and all amendments thereof, certified by the appropriate official of the State of Florida, together with certificates of such official to the effect that Borrower is in good standing therein.

(b) Certified resolutions of the Borrower authorizing the execution and delivery of this Agreement, the Mortgage, Promissory Note and all other documents necessary or desirable, for the consummation of the transactions contemplated by this Agreement.

(viii) Flood Insurance: The Borrower shall deliver to the County evidence satisfactory to the County either that the Premises are not within a hazardous flood area as designated by the Department of Housing and Urban Development and any other governmental authority, or if the Premises are within such a hazardous area, that the Premises are covered by flood insurance supplied by the federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsements thereto providing for the County's interests in the same manner as the Builder's Risk Insurance, including without limitation that such insurance will not be canceled without 30 days notice to the County. Borrower agrees that the County shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums. Any funds disbursed to continue said policies in full force and effect shall be considered as Disbursements hereunder and shall bear interest from the date of disbursement at the same rate as other Disbursements and payment of said funds and interest shall be secured by the Mortgage. Satisfactory evidence of flood area designation shall be a certification from the Surveyor appearing on the survey drawing.

(ix) Other Mortgage(s): The Mortgage shall be subordinate to the First Mortgage which has been recorded in Official Records Book 29179, Page 1445, of the Public Records of Palm Beach County, Florida. The Mortgage shall also be subordinate to the CRA Mortgage which has been recorded in Official Records Book 29179, Page 1461, of the Public Records of Palm Beach County, Florida.

The First Mortgage and the CRA Mortgage shall hereinafter be collectively referred to as the "Senior Mortgages".

(x) Opinion of Borrower's Counsel: The Borrower shall deliver to the County an opinion of counsel for Borrower and addressed to the County, such counsel to be reasonably satisfactory to the County, to the effect that:

(a) This Agreement and all Loan Documents and any other documents required to be delivered hereunder have been duly authorized, executed and delivered and are valid, binding and enforceable in accordance with their terms subject to applicable bankruptcy, insolvency, and similar laws affecting rights of creditors.

(b) That Borrower is a Florida non-profit corporation in good standing under the laws of the State of Florida and has all the necessary power and authority to undertake its obligations hereunder.

(c) That to the best of counsel's knowledge, the execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not violate any Federal, Florida, or local law, rule or regulation.

(d) That the execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not (1) violate the Borrower's Articles of Incorporation, or (2) to counsel's knowledge, constitute a breach of or a default under any agreement or instrument to which the Borrower is a party or by which it or its assets are bound or result in the creation of a mortgage, security interest or other encumbrance upon the assets of the Borrower (except as set forth in the Loan Documents), or (3) to counsel's knowledge, violate a judgment, decree or order of any court or administrative tribunal, which judgment, decree or order is binding on the Borrower or its assets.

(e) That to counsel's knowledge, and based on a certificate to be provided by Borrower, there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Borrower or the Premises, including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debtor-creditor proceedings under the Bankruptcy Code or any similar statute.

(f) That the liens of the Mortgage are valid liens on the Premises and the security interests described in the Mortgage are good and valid security interests.

(g) Such other matters as the County may reasonable require.

(xi) Budget and Schedule: The Borrower shall deliver to the County a current project budget and a production schedule.

(B) Expenses:

It shall be a condition to closing that the Borrower shall have paid, or shall pay, all those fees and charges due and payable or ordered paid by the County as provided herein under Section 5 of this Agreement entitled Expenses.

(C) Other Documents:

The Borrower shall deliver to the County such other documents and information as the County may reasonably require.

(D) Representations and Warranties:

The representations and warranties of Borrower as set forth in this Agreement and the Loan Documents are true and correct.

(E) Inability to Close Loan:

Either party may terminate this Agreement upon written notice to the other party if the contingencies to close the Loan or conditions precedent to closing will not be met by the date set herein for the closing of the Loan and the County does not agree, in its sole discretion, to extend the closing deadline.

5. EXPENSES:

The Borrower shall pay fees and charges incurred in the procuring and making of this Loan, if applicable, and other reasonable expenses incurred by the County related to the administration of the Loan, including but not limited to, Title Insurance Company's fees and premiums, charges for examination of title to the Premises, expenses of surveys, recording expenses, any and all insurance premiums, taxes, assessments, water rates, sewer rates and other charges, liens and encumbrances upon the Premises, annual loan servicing, rental compliance monitoring fee, and administrative fee as applicable, and any other amounts necessary for the payment of the costs of Improvements, or as otherwise enumerated in any other Loan Document.

6. MAXIMUM AMOUNT PER HOME ASSISTED UNIT:

The parties acknowledge that the four (4) HOME Assisted Units to be constructed by the Borrower are substantially similar in size, type of construction and features. As such the parties agree that the amount of HOME funds to be provided per home through this Agreement for eligible project costs identified herein shall be computed by dividing the total amount of HOME funds comprising the Loan as made available hereunder, being \$532,187, by the number of HOME Assisted Units to be built by the Borrower and shall accordingly not exceed **\$133,046.75** in HOME funds per HOME Assisted Unit.

According to applicable HOME regulations at 24 CFR 92.250 which establish the maximum per-unit subsidy amount for affordable housing, the total amount of HOME funds that may be expended on a per-unit basis shall not exceed the per-unit dollar limitation of \$196,672.80 for a two-bedroom home. The parties accordingly recognize that the above established **\$133,046.75** limit to be expended per HOME Assisted Unit is within the established per-unit dollar limitation of \$196,672.80 and is therefore in compliance with 24 CFR 92.250.

7. DISBURSEMENT OF LOAN FUNDS FOR ELIGIBLE PROJECT COSTS:

Any disbursement of loan funds is subject to the satisfactory completion of an environmental review and County's receipt of approval from HUD to release funds.

The Borrower acknowledges and understands the importance of tracking its expenditures associated with each HOME Assisted Unit individually in order to clearly establish the development cost of each HOME Assisted Unit, the level of HOME funding for each HOME Assisted Unit and the level of subsidy for the occupants of each HOME Assisted Unit.

The Borrower shall track the amount of HOME funds it receives for each HOME Assisted Unit individually in order to clearly establish the level of HOME funding for each such unit. The Borrower shall accordingly maintain records clearly evidencing its expenditures for each HOME Assisted Unit individually including, but not limited to, contracts, invoices, receipts and bank statements, and where expenditures affect more than one HOME Assisted Unit, or a mixture of HOME Assisted Units and non-HOME Assisted Units, a record of how the Borrower allocated its expenditures for each HOME Assisted Unit. When requesting reimbursement for its expenditures on the eligible costs outlined herein, the Borrower shall demonstrate to the County how it allocated its expenditures for each HOME Assisted Unit taking into account any expenditures made in connection with non-HOME Assisted Units. No duplications shall be permitted and the County shall only allow documentation presented by

the Borrower to establish its expenditures for each HOME Assisted Unit that the County deems acceptable in its sole opinion. **No more than \$133,046.75 shall be released by the County for each HOME Assisted Unit.**

The Borrower may receive reimbursement or payment for the below enumerated eligible cost categories provided the Borrower has complied with the requirements of this Agreement in connection with such cost categories.

(A) Closing Costs Associated with the County Loan:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, for closing costs associated with the closing on the Loan for HOME funds made available herein including: title insurance, settlement fees, recording fees, State documentary stamp and intangible taxes, wire and courier charges, and any other closing costs deemed acceptable to the County.

(i) A letter from the Borrower, on the Borrower's letterhead, shall be provided for the reimbursement request pertaining to the aforesaid closing costs. The letter shall reference the Project, this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of said costs, as well as the name and signature of a person authorized by the Borrower to make such a request.

(ii) Evidence of payment made by the Borrower for said costs shall accompany the reimbursement request and include a copy of the signed closing statement(s) where the closing costs are shown.

(iii) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined. The Borrower shall take into account any expenditures made in connection with non-HOME Assisted Units.

(B) Building Permits, Utility Connection Fees and Impact Fees:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, for building permits, impact fees, and utility connection fees associated with the Project provided that:

In regard to the payment of impact fees, there shall be no duplication in the receipt of such fees by the Borrower hereunder and the Borrower's receipt of such fees under the County's Impact Fee Affordable Housing Assistance Program.

(i) A letter from the Borrower, on the Borrower's letterhead, shall be provided for each reimbursement request pertaining to the aforesaid fees. The letter shall reference the Project, this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of said fees, as well as the name and signature of a person authorized by the Borrower to make such a request.

(ii) Evidence of payment made by the Borrower for said fees shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after July 11, 2017.

(iii) A copy of the permit application (or similar document) issued by the entity levying the fee and showing the amount of the fee owed shall accompany each reimbursement request letter.

(iv) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined. The Borrower shall take into account any expenditures made in connection with non-HOME Assisted Units.

(C) Construction Costs:

The Borrower shall enter into one construction contract with a prime contractor covering all construction work associated with the Project (including site preparation, construction of on-site infrastructure, site improvements and amenities and the eight (8) townhomes described herein). The construction contract may include the cost of general conditions, builder's profit and overhead, builder's risk insurance and bonding costs. The construction contract shall contain a schedule of values (G 703) and a detailed cost breakdown for each HOME Assisted Unit in this Project.

The construction contract shall include the construction contract requirements associated with the use of HOME funds for this Project as more fully delineated herein.

The Borrower may request reimbursement from the County for payments made by the Borrower after July 11, 2017, under the construction contract provided that such construction contract was entered into after June 7, 2017, and provided that:

(i) Reimbursements made hereunder shall be limited to on-site construction improvements and shall **exclude** the cost of off-site improvements and work associated with Non-HOME Assisted Units.

(ii) The County shall have received a copy of the executed construction contract (including all attachments such as plans and specifications). Subsequently, the Borrower shall provide the County a copy of all executed change orders to the construction contract bearing the approval of the Consultant (as defined in this Agreement).

(iii) The County shall have received a copy of the First Mortgage lender's consultant's plan and cost review either addressed to or certified to the County, or accompanied by a reliance letter in favor of the County, stating that the costs contained in the prime contractor's construction contract are reasonable. The First Mortgage lender's consultant preparing the plan and cost review shall be an adequately credentialed consultant independently retained by the First Mortgage lender and not a subcontractor of the prime contractor.

(iv) Borrower shall submit to County a schedule of values for the construction of the Project. The schedule of values shall be submitted prior to or with the first draw request.

(v) A letter from the Borrower, on the Borrower's letterhead, shall be provided for each reimbursement request pertaining to construction costs. The letter shall reference the Project, this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of construction costs, as well as the name and signature of a person authorized by the Borrower to make such a request.

(vi) Evidence of payment made by the Borrower for construction costs shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after July 11, 2017.

(vii) A copy of the prime contractor's request for payment prompting the Borrower's payment shall accompany each reimbursement request letter. The contractor shall be required to use American Institute of Architects (AIA) form G702/703, or an equivalent form, to request payment, and the Consultant shall approve the contractor's payment request on each such form.

(viii) The Borrower shall withhold a minimum of five percent (5%) retainage on each payment requested by the prime contractor, which retainage shall only be released to the prime contractor with the final payment upon the prime contractor's (and subcontractors') full compliance with the terms and conditions of the construction contract including compliance with the requirements associated with the use of HOME funds for this Project (such as the Davis-Bacon and Related Acts where applicable). The Borrower shall obtain the County's written approval prior to release of the accumulated retainage.

(ix) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined. The Borrower shall take into account any expenditures made in connection with Non-HOME Assisted Units and off-site improvements.

(D) Developer Fees:

The Borrower may request, and the County shall disburse, no more than **\$78,981.00** (which represents approximately 14.8% of the Loan) as a developer fee. The developer fee shall be allocated in an amount not to exceed **\$19,745.25** per HOME Assisted Unit for each of four (4) HOME Assisted Units. The County shall, in its sole discretion, determine the sufficiency of the documentation submitted by the Borrower for the payment of developer fees.

(E) Other Costs Not Listed Above:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, in connection with the Project, and the County shall reimburse the Borrower for such payments from the Loan funds, provided that:

(i) The County, in its sole discretion, shall have determined that the costs requested for reimbursement are eligible costs under HOME.

(ii) The Borrower's payment for any such costs shall have occurred after July 11, 2017.

(iii) The Borrower shall have provided the County with a written reimbursement request for costs deemed eligible by the County, along with evidence of payment, and other supporting documentation as established by the County and communicated to the Borrower upon the County's determination that the costs requested for reimbursement are eligible costs under HOME.

8. SPECIAL PROVISIONS:

The Borrower expressly agrees to the following terms and conditions:

(A) Development:

Borrower shall endeavor to develop the Premises substantially in accordance with the proposal submitted by Borrower in response to County's Request for Proposals RFP DES.2017.1(RFP). In the event of a conflict between a HOME funding requirement, a specific term of this Agreement, and an element of Borrower's proposal, the more stringent requirement will prevail.

(B) Project Consultant:

Borrower shall enter into a contract with an architectural consultant, who shall be a Florida Registered Architect, and designate the architectural consultant as the "Consultant" for this Project. The Consultant shall prepare construction specifications for the Project, review all construction costs and change orders, coordinate any asbestos abatement work with the construction work, supervise the construction of the Project, review and approve all construction contractor payments, and provide HES with written certification that the work has been completed acceptably in accordance with the plans and specifications.

(C) Accessibility of HOME Assisted Units:

The Borrower shall make a minimum of five percent (5%) of all HOME Assisted Units, that is, at least one (1) HOME Assisted Unit, accessible to persons with mobility impairments (where such units are on an accessible route and adaptable and otherwise in compliance with standards set forth in 24 CFR Part 8 and 28 CFR Parts 35 and 36, as applicable). Furthermore, the Borrower shall make an additional two percent (2%) of all HOME Assisted Units, that is, one (1) additional HOME Assisted Unit, accessible to persons with hearing or vision impairments. In addition, the Borrower shall assure that HOME Assisted Units meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

(D) Property Standards:

Borrower shall construct all HOME Assisted Units in compliance with all applicable State and local codes, ordinances and zoning requirements. All construction must meet State or local residential and building codes, as applicable, or in the absence of a State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. All HOME Assisted Units shall be constructed to mitigate the impact of potential disasters, such as hurricanes or flooding, in accordance with such governmental regulations. All HOME Assisted Units must meet the applicable requirements upon completion of construction and shall be maintained in compliance with all such State and local codes, ordinances and zoning requirements for the duration of the affordability period required by the Loan Documents. This requirement shall survive the expiration or earlier termination of this Agreement.

(E) Certificate of Occupancy:

Upon the completion of construction of each HOME Assisted Unit and each Non-HOME Assisted Unit and the Borrower's receipt of the final Certificate of Occupancy for each such unit from the building department with jurisdiction over this Project, the Borrower shall provide the County a copy of the Certificate of Occupancy for each such unit.

(F) Prohibition Against the Use of Materials Containing Asbestos:

The Borrower shall ensure that its bid and construction contract documents contain a prohibition against the use of any materials containing asbestos in connection with the construction of all HOME Assisted Units described herein. Said documents must clearly state that all materials to be used in connection with the construction of these units shall be asbestos-free.

(G) Energy Efficiency:

The Borrower is encouraged to construct all HOME Assisted Units such that they meet the current edition of the Model Energy Code published by the Council of American Building Officials, and, to the greatest extent possible, shall meet the standards established by the United States Environmental Protection Agency, in the publication titled *A Green Home Begins with ENERGY STAR Blue* or in the Version 6.0 Standard of the Florida Green Building Coalition (www.floridagreenbuilding.org).

The Borrower is encouraged to incorporate the following elements into its development plan:

- (i) Energy-efficient Construction Techniques and Products.
- (ii) Improved Indoor Environments:
- (iii) Increased Water Efficiency:

(H) Civil Rights and Section 504 Compliance:

The Borrower shall ensure that no person shall on the ground of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information, 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.

The Borrower shall also comply with 24 CFR 5.105(a) regarding discrimination.

The Borrower shall comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

(I) Opportunities for Small and Minority/Women-owned Business Enterprises:

In connection with the procurement of all contracts for supplies, equipment, construction, or services funded, in part or in whole, with funds made available through this Agreement, the Borrower shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources to the maximum feasible opportunity in order to compete for contracts to be performed pursuant to this Agreement.

The provisions of this Subparagraph (H) do not apply, however, to contracts for supplies, equipment, construction, or services not funded, in part or in whole, with funds made available through this Agreement, such as contracts entered into by the Borrower for the operation and maintenance of the Project.

(J) HUD Section 3 Clause:

The Borrower agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, as they apply to Section 3 Covered Contracts exceeding \$100,000 when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For the purposes of this Agreement, the requirements of Section 3 shall apply to the herein described construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts exceeding \$100,000 arising from said construction contract, all herein described consultant contracts exceeding \$100,000 for architectural, landscape architecture, surveying, engineering, and related professional services, and all subcontracts exceeding \$100,000 arising from said consultant contracts entered into on or after October 7, 2014.

The Borrower shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract issued on or after October 7, 2014, for every Section 3 Covered Project:

Section 3 Clause:

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (ii) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (v) The contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (vi) Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(K) Bonding Requirements:

Construction contracts and subcontracts exceeding \$100,000 shall require a performance bond and a separate payment bond each in the amount of one hundred percent (100%) of the construction contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the construction contract. During the construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

(L) Requirements Applicable to Construction Contract and Consultant Contracts:

The Borrower shall, in connection with the award of the construction contract to be funded, in part or in whole, through this Agreement, request the County for a document containing the HOME requirements applicable to the construction contract, and shall incorporate such document into its construction contract for the Project. Additionally, the Borrower shall impose the requirements contained therein on its prime contractor and all of the prime contractor's subcontractors. The Borrower shall also, in connection with the award of each consultant contract, if funded in part or in whole through this Agreement, request the County for a document containing the HOME requirements applicable to consultant contracts, shall incorporate such document into each consultant contract for the Project, and shall impose the requirements contained therein on all affected consultants and their subconsultants.

(M) Labor Standards:

The Borrower agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (if applicable), as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Borrower agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Borrower shall maintain documentation that demonstrates compliance with hour and wage requirements of this part, and shall make it available to the County for review upon request.

The Borrower agrees that the prime contractor, all its subcontractors, and all lower tier subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed, in whole or in part, with assistance provided under this Agreement, shall comply the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Borrower of its obligation, if any, to require payment of the higher wage. The Borrower shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, and shall make such contracts available to the County upon request.

The Borrower shall require the prime contractor, all its subcontractors, and all lower tier subcontractors to permit the County's representatives, representatives of HUD, the Department of Labor, and their designees, to interview employees who perform work on the Project, and shall require the prime contractor, all its subcontractors, and all lower tier subcontractors to require their employees to respond to any such interviews.

The Borrower is responsible for compliance with Davis-Bacon and Related Acts ("DBRA"). The Borrower shall utilize staff with a working knowledge of DBRA compliance and reporting requirements or a qualified consultant to perform the duties associated with DBRA. The County shall monitor the Borrower's DBRA process and provide technical assistance where requested or in the County's determination, it is deemed necessary and applicable. The County shall have access to all documents related to DBRA compliance and may require transmittal of some or all of the DBRA compliance documents to the HES office.

DBRA compliance shall consist of, but not be limited to, the following general tasks:

- Collecting payrolls from all contractors and subcontractors
- Review of payrolls for compliance with the DBRA reporting requirements and the applicable wage decision

- Correspondence with contractor's personnel to address and correct any payroll reporting errors or omissions
- On-site interviewing of employees to determine the accuracy of the contractor and subcontractor's payrolls
- Follow-up correspondence to ensure compliance

The Borrower, when requesting reimbursement from the County, shall certify that the project is in compliance with DBRA requirements at the time of submission. Following completion of the project, the Borrower shall certify that all DBRA requirements have been met and that there are no outstanding issues related thereto.

9. INCOME REQUIREMENTS FOR OCCUPANT HOUSEHOLDS:

(A) Requirements for HOME Assisted Units that are sold by the Borrower:

All HOME Assisted Units that are sold by the Borrower may only be sold to, and occupied by, First-Time Homebuyers who, at the time of sale, are households whose incomes, adjusted by family size, are at no more than eighty percent (80%) of Area Median Income (hereinafter "AMI"). AMI shall mean the most current area median income published by HUD for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

First-Time Homebuyer shall mean an individual or household who have not owned a home during the three-year period prior to application for HOME assistance to the Borrower. The term First-Time Homebuyer also includes an individual who is a Displaced Homemaker or Single Parent.

Displaced Homemaker shall mean an individual who: 1) is an adult; 2) has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and 3) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Single Parent shall mean an individual who: 1) is unmarried or legally separated from a spouse (living in another country or in documented instances of domestic violence); and 2) has one or more minor children of whom the individual has custody or joint custody, or pregnant.

The subsequent sale of HOME Assisted Units by the initial occupant households shall be subject to the requirements of the Second Mortgage provided herein as Exhibit F and described in Section 11 below.

(B) Requirements for HOME Assisted Units that are rented by the Borrower:

All HOME Assisted Units that are rented by the Borrower to tenants as required below, shall be initially occupied by tenant households whose incomes, adjusted by family size, are at no more than eighty percent (80%) of AMI at the time these units are first occupied. Subsequent tenant households that occupy these units at any time thereafter, shall also have household incomes, adjusted by family size, that are at no more than eighty percent (80%) of AMI at the time these tenant households occupy these units.

THE REQUIREMENTS AND RESTRICTIONS SET FORTH IN THIS SECTION 9, INCOME REQUIREMENTS FOR OCCUPANT HOUSEHOLDS, SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE COVENANTS RUNNING WITH THE LAND FOR THE AFFORDABILITY PERIOD SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, THESE COVENANTS SHALL TERMINATE UPON DISPOSITION OF THE PREMISES AND IMPROVEMENTS BY FORECLOSURE OR INSTRUMENT IN LIEU OF FORECLOSURE.

10. AFFIRMATIVE MARKETING:

In furtherance of the County's commitment to non-discrimination and equal opportunity in housing, the County's Department of Housing and Economic Sustainability (HES) has established policies and procedures to affirmatively market housing units produced through the use of these funds. These affirmative marketing procedures are implemented comprehensively for all housing programs through HES and aim to effect greater participation of eligible persons without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

The Borrower, in order to carry out the requirements and procedures of HES's Affirmative Marketing Program, shall comply with the following procedures:

- (i) Use the Equal Opportunity logo or slogan in advertisements;
- (ii) Solicit applications from persons in the housing market area who are not likely to apply for housing without special outreach. The Borrower may satisfy this requirement by posting a notice of vacancies in any or all of the following:
 - Community Organizations
 - Fair Housing Groups
 - Housing Counseling Agencies
 - Commercial Media
 - Employment Centers
 - Local Public Housing Authorities (PHA's) or Other Similar Agencies
 - Mobile Home Communities
 - Agencies for the disabled
 - Churches and other related organizations
- (iii) Borrower shall keep records of its efforts to affirmatively market units and the Borrower shall provide HES copies of its records, including advertisements, minutes of meetings, income documentation, and census tract information, as applicable, as evidence of the Borrower's efforts.

The requirements of this Section shall survive the expiration of this Agreement.

11. SALE OF HOME ASSISTED UNITS FOR HOMEOWNERSHIP:

(A) Diligent Effort to Sell and Conversion to Rental Property:

The Borrower shall diligently undertake the Project such that all newly constructed HOME Assisted Units are sold and occupied by income certified households according to these requirements, that is, placed into service, by the date specified in Section 3. For each HOME Assisted Unit, pursuant to 24 CFR 92.254(a)(3), if the Borrower is not able to enter into a "ratified sales contract" for the HOME Assisted Unit with an eligible First-Time Homebuyers within nine (9) months of the date of completion of construction of that unit, then the HOME Assisted Unit shall be rented to an eligible tenant in accordance with 24 CFR 92.252. The requirements of 24 CFR 92.252 are set forth in Section 12 below. The date of completion of construction shall be the date of the Certificate of Completion or Certificate of Occupancy as issued by the building department with jurisdiction over the HOME Assisted Unit. For the purposes of this clause, a "ratified sales contract" shall mean a legally binding and enforceable agreement that has been agreed to by both the homebuyer and the Borrower and that specifies the price, proposed closing and occupancy dates, type of mortgage financing sought by the homebuyer and any contingencies.

(B) Duration of Applicability and Resale by First-Time Homebuyers:

These requirements shall apply to each HOME Assisted Unit sold by the Borrower for the duration of thirty (30) years beginning with the date the initial First-Time Homebuyer acquires fee simple title to the HOME Assisted Unit. Subsequent sales of each HOME Assisted Unit during the aforesaid thirty (30) year period may only be made to First-Time Homebuyers.

(C) Permanent Ownership Housing:

All HOME Assisted Units sold by the Borrower shall be conveyed to be the principal place of residence of the First-Time Homebuyers.

(D) Homebuyer Income Certification:

The Borrower shall, for each First-Time Homebuyers intending to purchase a HOME Assisted Unit, submit the prospective homebuyer's household income information to HES to enable HES to income certify the homebuyer. The information submitted for each prospective homebuyer's household shall include income information for all persons intending to live in the HOME Assisted Unit.

At such time, the Borrower shall also submit to HES documentation showing that each homebuyer meets the definition of a First-Time Homebuyer as provided herein.

HES income certifications of homebuyers shall be valid for a period of six (6) months. The Borrower shall, for homebuyers who have been income certified by HES and who have not completed their purchase of a HOME Assisted Unit by acquiring a fee simple title to such unit within the aforesaid six-month period, resubmit the prospective homebuyer's household income information to HES to enable HES to income certify the homebuyer for an additional period of six (6) months.

(E) Purchase Price:

The Purchase Price at which the Borrower shall sell each HOME Assisted Unit shall be no more than the lesser of:

- (i) 95% of the median purchase price of homes for the area using the Federal Housing Administration's single family mortgage program data for newly constructed housing in effect at the time the Borrower enters into a Sales Contract with the homebuyer and as provided by HES to the Borrower from time to time; or
- (ii) The appraised value of the home based on an appraisal prepared by an appraiser qualified to perform property appraisal services in the State of Florida, prepared in conformance with the Uniform Standards of Professional Appraisals Practice (USPAP) and prepared within 90 days of the date of the Sales Contract with the homebuyer.

The Borrower shall, prior to entering into a Sales Contract, obtain HES approval of the Purchase Price for each HOME Assisted Unit.

(F) Homebuyer's Debt Capacity:

The Borrower shall cap the amount of debt that each homebuyer of a HOME Assisted Unit may borrow towards the purchase of such a unit such that homebuyer's household does not expend more than thirty-five percent (35%) of the household's gross income, as calculated by HES, on the sum of the mortgage principal and interest, real estate taxes, property insurance, and homeowner association fees for the HOME Assisted Unit at the time of occupancy. This cap shall apply to the combined debt to be serviced by the homebuyer in connection with the purchase of a HOME Assisted Unit regardless of the source of financing of such debt, that is, regardless of whether the source of financing is from an institutional lender, a public agency, or a combination of the aforesaid.

(G) Guidance and First Mortgage Source and Amount:

The Borrower shall provide guidance and information to prospective homebuyers regarding the financial arrangements of the intended purchase transaction and shall assist prospective homebuyers in seeking first mortgage financing for the purchase of HOME Assisted Units. Prospective homebuyers may only obtain first mortgage financing for HOME Assisted Units from an institutional lender or from a public agency. The amount of the first mortgage to be borrowed by prospective homebuyers shall be subject to HES approval and shall be such that it maximizes the debt burden on the prospective homebuyer having taken into account the prospective purchaser's credit worthiness, the debt capacity described above and the Subsidy Criteria provided in more detail below.

(H) Determining the County's Homebuyer Purchase Subsidy:

The Borrower shall, at closing for the sale of each HOME Assisted Unit pay the County the total amount of HOME funds borrowed in connection with such unit plus the interest rate, if any, as indicated in the Promissory Note. The County may, based on its underwriting of the HOME Assisted Unit's homebuyer, provide up to the amount of the payment the County receives from the Borrower at closing, but no more than \$133,046.75, as a purchase subsidy to the homebuyer. All amounts above the County's purchase subsidy to the homebuyer up to the amount of the Borrower's payment at closing shall be delivered to the County at closing. The County shall use the Subsidy Criteria shown in Exhibit E, attached hereto and made a part hereof, in its underwriting of the homebuyer. The homebuyer shall, at closing, provide the County a Second Mortgage and Promissory Note in exchange for the receipt of the purchase subsidy as more fully described below. In the event of a conflict between any of the requirements contained in the body of this Agreement and the requirements contained in Exhibit E, the Agreement's requirements shall govern and control unless the Director of HES approves an exception as provided for in Exhibit E.

(I) Mandatory Counseling:

Prior to closing, each prospective homebuyer of a HOME Assisted Unit shall attend and complete eight (8) hours of homeownership counseling including at least six (6) hours in a classroom setting and two (2) hours of one-on-one (individual) counseling sessions. Homeownership counseling must be conducted by a HUD-approved counseling agency identified by HES. Each prospective homebuyer shall obtain and provide HES a copy of a certificate issued by the counseling Borrower evidencing attendance and completion of the above described counseling. The certificate shall be valid for a one (1) year period from its date of issue and must show name of the provider, the date(s) of counseling, the total number of hours of counseling, the signature of the authorized counselor.

The provision of the homebuyer's counseling certificate to HES shall be a pre-condition for closing.

(J) Closing Statement and Deed of Conveyance:

In order to assure that these requirements have been met, the Borrower shall, prior to the closing for the sale of each HOME Assisted Unit, provide the closing statement to HES for approval. The Borrower shall not proceed with closing unless HES has approved the closing statement for each sale. The Borrower shall not be authorized to close on any HOME Assisted Units in a building at Art Lofts at West Village until after the Borrower has completed the construction of all townhomes in the building and obtained a Certificate of Occupancy for each.

The Borrower may include a deed restriction to the benefit of the Lake Worth Community Redevelopment Agency in each deed conveying a HOME Assisted Unit to a County-approved First-Time Homebuyer provided the County has approved such deed restriction. The afore stated deed restriction shall only address the income and affordability requirements imposed on the owner-occupants of the HOME Assisted Unit and remedies for the violation thereof. In the alternative, should a deed restriction not be used, then the income and affordability requirements and remedies for the violation thereof may be imposed on the owner-occupants of the HOME Assisted Unit by means of separate restriction document to be recorded against the property.

(K) Second Mortgage and Promissory Note:

For each HOME Assisted Unit, the Borrower shall, at the closing, cause each HES approved prospective homebuyer to execute, in favor of the County, a Second Mortgage and Promissory Note in the amount of the purchase subsidy which documents are provided in Exhibit F attached hereto and made a part hereof. In exchange for the receipt of said Second Mortgage and Promissory Note and the Borrower's repayment of that portion of the Loan associated with the HOME Assisted Unit being sold, the County shall provide a HOME Partial Release of Mortgage for the lot associated with the HOME Assisted Unit being sold by the Borrower. The execution and delivery of said HOME Partial Release of Mortgage is hereby delegated to the County Administrator, or designee, and shall not require any further action by the Palm Beach County Board of County Commissioners. The Borrower shall cause the recording of the HOME Partial Release of Mortgage and the Second Mortgage (with a copy of its associated Promissory Note) in the public records of Palm Beach County, and thereafter cause the original Second Mortgage and Promissory Note to be provided to HES. The Second Mortgage and Promissory Note shall only be subordinate to the instrument securing the first mortgage financing obtained by the homebuyer of the HOME Assisted Unit.

The County shall, in connection with the Borrower's sale of the last HOME Assisted Unit, provide the Borrower a Satisfaction of Mortgage in lieu of the above stated HOME Partial Release of Mortgage thereby evidencing the full satisfaction of the Mortgage. The execution and delivery of said Satisfaction of Mortgage is hereby delegated to the County Administrator, or her designee, and shall not require any further action by the Palm Beach County Board of County Commissioners.

Should the Borrower fail to pay the County the outstanding principal balance, plus any amounts due under the Loan Documents, as provided in the Note, in order to cause the County to provide the above stated Satisfaction of Mortgage, then the County, in its sole discretion, may restructure any debt then owed by the Borrower to the County.

The requirements of this Section shall survive the expiration or earlier termination of this Agreement.

12. RENTAL OF HOME ASSISTED UNITS TO TENANTS:

The following shall apply to all HOME Assisted Units that the Borrower was not able to sell as required herein and that the Borrower must rent.

(A) Diligent Effort, Rental Occupancy, and Repayment of HOME Funds:

The Borrower shall make a diligent effort to market and rent each rental HOME Assisted Unit. Each such unit must, within six (6) months following the date of Project Completion, be occupied by a household that has met the income requirements herein. The date of Project Completion shall be determined by HES according to the HOME regulations at 24 CFR Part 92 and shall be communicated by HES to the Borrower as soon as possible. If the Borrower is unable to meet this occupancy requirement within the aforesaid six-month period, then the Borrower shall, within ten (10) calendar days after the end of said period, provide HES a report containing its marketing information to show its effort to date to rent the unit and shall also provide HES its marketing plan to rent the HOME Assisted Unit after the date of the report. If the Borrower has not rented the HOME Assisted Unit to a household that has met the income requirements herein within eighteen (18) months following Project Completion, then the Borrower shall repay the County all HOME funds expended by the County on such unit.

(B) Duration of Applicability:

These requirements shall apply to each rental HOME Assisted Unit for the duration of thirty (30) years beginning with the date of Project Completion as defined herein.

HOME Assisted Units that are rented by the Borrower shall be rented on a continuous basis without interruption in occupancy exceeding thirty (30) days while the Borrower performs maintenance and repairs or completes arrangements to enable occupancy by new tenants.

(C) Permanent Housing:

All rental HOME Assisted Units shall be "permanent housing" meaning housing which is intended to be the tenant's home under the limits of a signed legal lease document. HOME Assisted Units may not be used for transitional housing or emergency shelters.

(D) Rental Rates, Utility Allowances and Rent Schedules:

The following rental rates shall apply to all HOME Assisted Units to be rented by the Borrower.

(i) HOME Assisted Units to be rented by the Borrower to households whose incomes, adjusted by family size, are at no more than fifty percent (50%) of AMI shall be rented at a rate such that the tenant's payment is no more than the Low HOME Rent Limit in effect at the time the lease is executed less any tenant paid utilities using the then current utility allowances from the HUD Utility Schedule Model. The Low HOME Rent Limit, by bedroom size, shall be as published by HUD, from time to time, for the West Palm Beach-Boca Raton HUD Metro FMR Area pursuant to 24 CFR 92.252. The above specified rates shall apply to all initial leases with tenants, as well as all subsequent leases and lease renewals.

(ii) HOME Assisted Units to be rented by the Borrower to households whose incomes, adjusted by family size, are more than fifty percent (50%) of AMI, but not more than eighty percent (80%) of AMI shall be rented at a rate such that the tenant's payment is no more than the High HOME Rent Limit in effect at the time the lease is executed less any tenant paid utilities using the then current utility allowances from the HUD Utility Schedule Model. The High HOME Rent Limit, by bedroom size, shall be as published by HUD, from time to time, for the West Palm Beach-Boca Raton HUD Metro FMR Area pursuant to 24 CFR 92.252. The above specified rates shall apply to all initial leases with tenants, as well as all subsequent leases and lease renewals.

(iii) The County shall, for the duration of the affordability period, establish the monthly utility allowances applicable to HOME Assisted Units according to the HUD Utility Schedule Model. Such utility allowances shall be used by the Borrower as described above. The Borrower shall annually propose its rent schedule for HOME Assisted Units, and the County shall review and approve such rent schedule provided it is in compliance with the above limitations. The Borrower shall only use rent schedules approved by the County. Changes in rent levels shall be subject to the provisions of outstanding leases. The Borrower shall provide tenants not less than thirty (30) days written notice before implementing any increase in rent.

(E) Tenant Income:

The Borrower shall, for all HOME Assisted Units to be rented, verify the tenant's household income at the time a unit is first occupied, and thereafter, at any time new tenants occupy the unit, to determine income eligibility according to the requirements herein.

In addition to the Borrower's verification of each tenant's household income at the time a new tenant occupies a HOME Assisted Unit, the Borrower shall re-verify the tenant's household income **annually** thereafter to ensure continued income eligibility.

Temporary non-compliance caused by increases in the income of existing tenants shall be addressed according to the requirements of 24 CFR 92.252(i).

(F) Tenant Records to be Maintained:

The Borrower shall, for each household that is rented a HOME Assisted Unit, comply with the below requirements and maintain a file that, at minimum, contains the following:

- (i) An application for lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the apartment, the household characteristics, and the household income they have disclosed.
- (ii) Source documentation evidencing the Borrower's verification of the Tenant's household income and a computation sheet demonstrating the Borrower's determination of the tenant's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
- (iii) Documentation evidencing the Borrower's recertification of the tenant's household income at the time of the first lease renewal to ensure continued income eligibility.
- (iv) A copy of the HUD income levels in effect at the time the initial lease is signed and at the time of the first lease renewal.
- (v) A copy of each tenant's initial lease and all lease renewals and a computation sheet and supporting documentation for each demonstrating that the rent charged by the Borrower is an affordable rental rate as defined at s. 420.9071, Florida Statutes.
- (vi) The Borrower shall conduct background checks on adult members of households prior to occupancy and maintain a copy of the of such background check. Should the Borrower elect to utilize criminal background information in the screening of prospective tenants or the retention/termination of tenants, the Borrower must develop and implement tenant selection policies which comply with HUD guidance on the use of criminal background information.

Tenant selection/retention/termination shall not:

- Exclude persons from housing based on records of arrests not resulting in conviction;
- Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine production and registered sex offender); and
- Be utilized to intentionally discriminate against protected classes of persons.

Tenant selection/retention/termination shall:

- Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
- Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
- Consider the nature, severity, and recency of the criminal offense;

- Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; tenant history before and/or after the criminal conduct; and rehabilitation efforts; and
- Be applied equally among all classes of protected persons.

The Borrower shall submit its written tenant selection/retention/termination to HES for review.

(vii) Any other documentation evidencing the Borrower's compliance with this Agreement.

The requirements of this Section shall survive the expiration or earlier termination of this Agreement.

13. REPORTING REQUIREMENTS:

(i) The Borrower shall submit to the County a **Monthly Performance Report** in the form provided as Exhibit G to this Agreement. The Borrower shall first submit this Report on the last day of the month during which this Agreement is executed, and thereafter, on the last day of each subsequent month. After the Borrower provides a Report for the month during which the last Certificate of Occupancy issued for the Project, the Borrower may cease submitting this Report.

(ii) The Borrower shall submit to the County a **Tenant Information Report** in the form provided as Exhibit H to this Agreement for each HOME Assisted Unit that is rented in the Project. The Borrower shall submit this Report within ten (10) working days after the signing of the lease for each such unit. This applies to all initial lease, subsequent leases, and lease renewals. The Borrower may cease submitting this report after the sale of the HOME Assisted Unit.

(iii) The Borrower shall submit to the County an **Annual Rent Roll** in the form provided as Exhibit I to this Agreement. The Borrower shall first submit the Annual Rent Roll on the first anniversary of its submission of the first Tenant Information Report identified above, and the Borrower may cease submitting this report after all HOME Assisted Units are sold.

(iv) The Borrower shall submit to the County a **Section 3 Report** to be provided on a monthly basis. The format and content of said report shall be determined by the County at a later date and promptly communicated to the Borrower.

(v) The Borrower agrees to submit to HES any other reports required by HUD and/or HES in connection with activities undertaken through this Agreement.

14. REPRESENTATIONS AND WARRANTIES OF BORROWER:

The Borrower represents and warrants (which representations and warranties shall be deemed continuing) as follows:

(A) Organization Status and Authority to Enter into Loan Documents:

The Borrower is a Florida not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein. The Borrower is duly authorized to borrow from County the principal sum of \$532,187 and execute all the Loan Documents.

The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby, and the facts and matters expressed or implied in the opinions of its legal counsel are true and correct.

(B) Validity of Loan Documents:

The Loan Documents have been approved by those persons having proper authority, and to the best of Borrower's knowledge are in all respects legal, valid, and binding according to their terms subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors.

No Conflicting Transactions or Pending Litigation of Borrower:

The consummation of the transaction hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any other Agreement to which Borrower is a party or by which it may be bound or affected.

To Borrower's knowledge there are no actions, suits or proceedings pending before any court of law or equity, or any Administrative Board, or, to the knowledge of the Borrower, threatened against or affecting it or the Premises, or, involving the validity or enforceability of the Mortgage, or of any of the Loan Documents.

(C) Availability of Utilities, Condition of Premises, and Availability of Roads:

All utility services necessary for the construction of the Improvements and the operation thereof for their intended purpose are or will be available at the boundaries of the Premises, including water supply, storm and sanitary sewer facilities, and electric and telephone facilities, and Borrower has obtained or will obtain all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the construction and use of the intended Improvements.

The Premises are not now damaged or injured as a result of any fire, explosion, accident, flood or other casualty, and to Borrower's knowledge there are no soil conditions which would materially interfere with the construction of the Improvements.

All roads necessary for the full utilization of the intended Improvements for their intended purposes have either been completed or the necessary rights of way therefore have either been acquired by the appropriate local authorities or have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Borrower and such local authorities to assure the complete construction and installation thereof.

(D) No Default:

There is no default on the part of the Borrower under this Agreement, the Promissory Note or the Mortgage, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute a default under any provision thereof.

(E) Advertising/Marketing:

Borrower shall include the County logo in all marketing materials for Art Lofts at West Village. During the period of the construction work contemplated herein, the County shall have the right to install and maintain on the Premises one or more signs identifying the County, or to be identified on such signs installed by others, as one of the institutions financing the Premises. Sign or signs will be provided by the County and erected at Borrower's expense.

(F) Hazardous Waste:

To Borrower's knowledge, Borrower is in compliance with all provisions of the federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and Solid Waste Disposal Act, Florida Statutes, Chapter 376, and other similar federal, state and local statutory schemes imposing liability on Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and order issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. Borrower has paid any environmental excise taxes imposed pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

(H) Filing and Payment of Taxes:

The Borrower has filed all Federal, State and local tax reports and returns required by any law or regulation to be filed by them, and have either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provisions for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

15. ADDITIONAL COVENANTS OF BORROWER:

The Borrower covenants and agrees with the County as follows:

(A) Mechanics' Liens:

The Borrower shall (i) allow no work or construction to be commenced on the Premises, or goods specially fabricated for incorporation therein, which has not been fully paid for prior to the recording of the Mortgage and Notice of Commencement or which could constitute a lien on the Premises, (ii) cause a certified copy of the Notice of Commencement to be posted as required by Chapter 713, Florida Statutes, as soon as possible after recording the Notice of Commencement, (iii) notify the County of any and all Notices to Borrower as Owner as that term is defined in Chapter 713, Florida Statutes, within five (5) days of receipt thereof, and (iv) comply with all provisions of the Florida Mechanics' Lien Law, including but not limited to, payment and notice provisions contained therein. The Borrower shall indemnify and hold the County harmless from the claims of any mechanics' lien or equitable lien, and shall pay promptly upon demand any loss or losses which the County may incur as a result of the filing of any such lien, including the reasonable cost of defending same and the County's reasonable attorneys' fees in connection therewith.

The Borrower agrees, at its sole cost and expense, to have any mechanics' lien or equitable lien which may be filed against the Premises or undisbursed funds of this Loan released, bonded or insured over within sixty (60) days of the date of filing same, time being of the essence. The County shall be under no obligation to make further disbursements while any such lien remains outstanding against the Premises. If Borrower fails, after demand, to cause said lien or liens to be released, bonded or insured over, the County may take such steps as it deems necessary and any funds expended shall be charged to Borrower's Loan Account and shall bear interest as provided by the Loan Documents.

The Borrower hereby authorizes the County to demand, on Borrower's behalf, following written notice to Borrower, the statement of account referred to in Section 713.16(2) of the Florida Statutes, of any potential lienor filing a Notice to Owner. It is specifically understood and agreed, however, that the County's right to request such statements of account will in no way impose any obligation on the County to use such authority, and the exercise of such authority on one or more occasion shall not create or imply any obligation on such party to exercise such authority on subsequent occasions.

(B) No Transfer of Premises:

Except as specifically set forth in the Mortgage, the First Mortgage, or herein, including in the Permitted Exceptions, the Premises or any part thereof shall not be sold, leased (except for tenant leases), conveyed, mortgaged or encumbered in any way without the prior written consent of the County which consent shall not be unreasonably withheld or delayed, except as provided elsewhere herein or in the Mortgage, it being understood and agreed that part of the consideration for the Loan is the obligation of Borrower. Notwithstanding the foregoing, Borrower may enter into utility easements or licenses or leases for tenant services, such as laundry or concessions, and refinancing of the First Mortgage with an independent institutional lender shall be permitted without the prior written consent of the County so long as the refinancing does not increase the amount of indebtedness then secured by the First Mortgage.

(C) Compliance with Laws:

The Borrower will comply promptly with all federal, state and local laws, ordinances and regulations relating to the construction, use, and leasing of the Premises, and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the Improvements.

(D) Brokerage Commissions:

The Borrower will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Loan, and Borrower will indemnify and hold County harmless from the claims of any broker(s) arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(E) Financial Statements to be Furnished:

The Borrower shall furnish to the County:

(i) Upon the County's request, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Borrower and, at the request of the County, certified (in form satisfactory to the County) by an independent certified public accountant acceptable to the County.

(ii) Within ninety (90) days after the end of each fiscal year of Borrower, a balance sheet and statements of income, surplus, and cash flow, together with schedules, all compiled and presented by an independent accounting firm in accordance with standard and uniform accounting practices showing the financial condition of Borrower at the close of each year and the results of operations of Borrower during each year.

(iii) With the statements submitted under (ii) above, a certificate signed by the principal financial officer of Borrower to the effect that no Event of Default specified herein, nor any event which upon notice or lapse of time or both, would constitute such an Event of Default has occurred which has not been cured or otherwise waived in writing by the Lender.

(iv) Other information regarding the operations, business, affairs, and financial condition of Borrower as the County may reasonably request.

(F) Borrower to Maintain Bookkeeping System:

The Borrower shall, if required by the County, maintain a bookkeeping system for the Project in form and content sufficient for the County to conduct reviews, inspections, certifications and reports required by this Agreement. The County shall have full (but confidential) access, as allowed under the Public Records Law, at any reasonable time to the books, records and contracts pertaining to the Premises and Borrower.

(G) Insurance Proceeds:

The Borrower shall keep the Premises continually insured in an amount not less than full insurable value of the Premises, which coverage shall insure the Premises against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the County, in its sole discretion, shall from time to time reasonably require, for the benefit of the County. All such insurance at all times will be with an insurance company or companies in such amounts and with terms acceptable to the County, with loss in excess of \$200,000, if any, payable to the County, as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be reasonably satisfactory to the County, subject to the rights of the holders of the Senior Mortgages. Upon the issuance of such policies, Borrower will deliver to the County copies of receipts for the premiums paid thereon, certificates of insurance, and copies of such policies. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to Lender, transferee or purchaser, as the case may be. Subject to the provisions of the First Mortgage, should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Premises, then in such event, County and Borrower may jointly elect to use the proceeds for the reconstruction and repair of the Premises or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not. Notwithstanding anything to the contrary contained herein, if there is no Event of Default that is continuing, Borrower shall have the right to use the insurance proceeds for the reconstruction of the Premises provided the Borrower can provide evidence to the County of sufficient funds from other sources available to effectively rebuild the Project in compliance with the terms of this Agreement and the herein described HOME funding. This Section is subordinate and subject to the Senior Mortgages.

(H) Indebtedness:

With respect to the Premises to be encumbered by the Borrower, the Borrower will not incur, create, assume or permit to exist any indebtedness superior to the Mortgage, except in the ordinary course of business constituting the deferred purchase price of any property or assets, or any indebtedness or liability evidenced by notes, bonds, debentures or similar

obligations without the written approval of the County, which approval shall not be unreasonably withheld or delayed, except indebtedness owed the County and the aforementioned Senior Mortgages; provided however, that the Senior Mortgages shall not exceed the amounts contained in the recitals incorporated in this Agreement.

(I) **Further Assurances and Preservation of Security:**

The Borrower will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement, as the County shall reasonably require from time to time, and will do such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Promissory Note, as the County may reasonably require.

(J) **No Assignment:**

The Borrower shall not assign this Agreement or any interest therein and any such assignment is void and of no effect.

16. RIGHT TO AUDIT, ACCESS TO RECORDS, AND INSPECTOR GENERAL:

All reports, plans, surveys, information, documents, maps, and other data produced, developed, prepared, assembled, or completed by the Borrower for the purpose of this Agreement shall be made available to the County by the Borrower at any time upon request by the County or HES.

The Borrower shall maintain adequate records to justify all charges, expenses, and costs incurred for construction of the Improvements for at least five (5) years after completion.

In any event, the Borrower shall keep this Agreement, all amendments to this Agreement, and all documents and records in connection with this Agreement and make them available to the County for on-site monitoring for at least five (5) years after expiration of this Agreement, except that:

(1) In connection with homes sold by the Borrower, documents imposing recapture/resale restrictions shall be retained by the Borrower for five (5) years after the affordability period terminates.

(2) In connection with homes rented/leased by the Borrower, records of individual tenant income verifications, project rents and project inspections shall be retained by the Borrower for five (5) years after the affordability period terminates.

(3) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required retention period records in connection with the aforesaid shall be retained by the Borrower until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 to 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Borrower, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of the above Code and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

17. INSPECTIONS:

The Borrower will permit the County, or its representatives, to enter upon the Premises during normal business hours, inspecting Improvements and all materials to be used in the construction thereof, and to examine all details, plans and shop drawings which are kept at the construction site. Additionally, the Borrower shall cooperate and cause Borrower's general contractor and subcontractors to cooperate with the County's representative.

18. DEFAULT:

The following events, after expiration of any notice and cure period, shall be deemed Events of Default:

(A) Mortgage:

If there is a default or event of default under the Mortgage which is not cured within any applicable cure period.

(B) Bankruptcy:

If there is filed by or against Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of Borrower, and any such petition not filed by Borrower is not dismissed within ninety (90) days of the date of filing, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or of any assignment for the benefit of creditors or makes any insolvency assignment or is adjusted insolvent by any court of competent jurisdiction.

(C) Breach of Covenants, Warranties and Representations:

If any warranty or representation made by Borrower in this Agreement or in any other Loan Document shall at any time be false or misleading in any material respect when made, or if Borrower shall fail to keep, observe or perform any of the material terms, covenants, representations or warranties contained in this Agreement, the Promissory Note, the Mortgage, the Loan Documents, and any other document given in connection with the Loan or development of the Improvement provided, that with respect to non-monetary defaults, the County shall give written notice to Borrower, who shall have thirty (30) days to cure, with additional time as may be required if the cure is diligently commenced but cannot be completed within said thirty (30) days and the County concurs, and provided that, with respect to monetary defaults, the County shall give written notice to Borrower, who shall have fifteen (15) days to cure), or is unwilling to meet its obligations. County agrees to accept a cure tendered by any of the Senior Mortgages provided such cure meets all of the requirements to fully cure the breach.

(D) Failure to Close Loan:

If the Borrower fails to close on this Loan by the deadline set forth in Section 3 of this Agreement, the County may terminate this Agreement immediately upon written notice to Borrower. In such instance, all remaining HOME funds shall revert to the County and the County may reallocate such remaining funds for other projects or needs, unless revised by written agreement between the parties, and the County shall not be obligated to replace the HOME funds with funds from another source. The County's right to reallocate remaining HOME funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

(E) Failure to Use Funds:

If the Borrower fails to use funds under this Agreement for costs eligible for reimbursement by the County, as set forth in Section 7 above, by September 30, 2018, and by September 30, 2019, as established in Section 3 above. In the event Borrower fails to use all HOME funds by September 30, 2019, all remaining HOME funds shall revert to the County and the County may reallocate such remaining funds for other projects or needs, unless revised by written agreement between the parties, and the County shall not be obligated to replace the HOME funds with funds from another source. The County's right to reallocate remaining HOME funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

(F) Failure to Complete Construction and Place Units into Service:

If the Borrower fails to complete construction of the Improvements, secure a Certificate of Occupancy for the Improvements, and place all HOME Assisted Units at the Art Lofts at West Village into service by September 30, 2019, unless revised by written agreement between the parties.

(G) Default Under the Senior Mortgages:

If the Borrower defaults under any of the Senior Mortgages which is not cured within applicable cure periods.

19. REMEDIES OF LENDER:

Upon the happening of an Event of Default, which default is not cured within any applicable cure or grace period, then the County may, at its option, upon written notice to Borrower:

(A) Cancellation of Agreement:

Cancel this Agreement.

(B) Commencement of Legal or Equitable Action:

Commence an appropriate legal or equitable action to enforce performance of this Agreement.

(C) Acceleration of Payment:

Accelerate the payment of the Promissory Note and any other sums secured by the Mortgage, and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due the County.

(D) Rights and Remedies:

Exercise any other rights or remedies the County may have under the Mortgage or other Loan Documents executed in connection with the Loan or which may be available under applicable law.

20. GENERAL TERMS:

The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(A) Rights of Third Parties:

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Borrower, other than the Senior Mortgagees as to cure rights.

All conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make disbursements in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the County at any time if, in its sole discretion, it deems it desirable to do so. In particular, the County makes no representations and assumes no duties or obligations as to third parties concerning the quality of the construction by Borrower of the Improvements, or the absence therefrom, of defects.

(B) Borrower is not the County's Agent:

Nothing in this Agreement, the Promissory Note, the Mortgage or any other Loan Document shall be construed to make the Borrower the County's agent for any purpose whatsoever, or the Borrower and the County partners, or joint or co-venturers, and the relationship of the parties shall, at all times, be that of debtor and creditor.

(C) Public Entity Crimes:

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Borrower 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

(D) Conflict of Interest:

The Borrower covenants that no person (an employee, agent, consultant, officer, or elected or appointed official of the County or the Borrower) who exercises or has exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this Agreement, may obtain a financial interest or benefit from an

assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

Any possible conflict of interest on the part of the Borrower, or any person as described above, shall be disclosed in writing to the County.

No owner, developer, or sponsor of the project assisted through this Agreement (or officer, employee, agent, elected or appointed official or consultant of the Borrower, owner, developer or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official or consultant of the Borrower, owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME Assisted Unit (a HOME-assisted affordable housing unit) during the required period of affordability specified in 24 CFR 92.252(e) or 24 CFR 92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. All written requests for exceptions to the above requirement regarding the occupancy of a HOME Assisted Unit shall be submitted to the County.

(E) Nondiscrimination:

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the County that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

The Borrower warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Borrower has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the Borrower does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Borrower will conform to the County's non-discrimination policy as provided in Resolution R2014-1421, as amended.

Furthermore, Borrower shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Premises, nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

(F) Public Records:

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Borrower: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Borrower shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Borrower is specifically required to:

- (i) Keep and maintain public records required by the County to perform services as provided under this Agreement.

- (ii) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Borrower further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (iii) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Borrower does not transfer the records to the public agency.
- (iv) Upon completion of the Agreement the Borrower shall transfer, at no cost to the County, all public records in possession of the Borrower unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Borrower transfers all public records to the County upon completion of the Agreement, the Borrower shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Borrower keeps and maintains public records upon completion of the Agreement, the Borrower shall meet all applicable requirements for retaining public records. All records stored electronically by the Borrower must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Borrower to comply with the requirements of this article shall be a material breach of this Agreement. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Borrower acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

(G) County Not Liable for Damage or Loss:

All inspections and other services rendered by or on behalf of the County pursuant to this Agreement shall be rendered solely for the protection and benefit of the County. Neither Borrower nor other third persons shall be entitled to claim any loss or damage against the County or against its agents or employees for failure to properly conduct inspections and other such services contemplated by this Agreement.

(H) County Not Obligated to Insure Proper Disbursement of Funds to Third Parties:

Nothing contained in this Agreement, or any Loan Documents, shall impose upon the County any obligation to oversee the proper use or application of any disbursements and disbursements of funds made hereunder so long as disbursements are made to Borrower.

(I) Indemnification from Third Party Claims:

The Borrower shall indemnify and hold County harmless from any liability, claims or losses resulting from the disbursement of the Loan proceeds to Borrower or from the condition of the Premises, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan, except any liability due to the gross negligence or willful misconduct of County. This provision shall survive the repayment of the Loan and shall continue in a full force and effect so long as the possibility of such liability, claims, or losses exists.

(J) Rights of Subcontractors, Laborers, and Materialmen:

In no event shall this Agreement be construed to make the County, title company or agent of the County liable to Borrower's Contractor or any subcontractors, laborers, materialmen, craftsmen, or others for labor, materials, or services delivered to the Premises or goods specially fabricated for incorporation therein, or for debts or liens accruing or arising to such persons or parties against Borrower or Borrower's Contractor. It is understood and agreed that there is no relation of any type whatsoever, contractual or otherwise, whether express or implied, between the County and Borrower's Contractor, any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Premises or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such person or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan, or to have any claim or claims in or to any undisbursed or retained Loan proceeds.

(K) Evidence of Satisfaction of Conditions:

The County shall, at all time, be free independently to establish to its good faith and satisfaction, and in its absolute discretion, the existence or nonexistence of a fact or facts which are disclosed in documents or other evidence required by the terms of this Agreement.

(L) Headings:

The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

(M) Invalid Provisions to Affect No Others:

If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(N) Application of Interest to Reduce Principal Sums Due:

In the event that any charge, interest or late charge is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by the County to reduce the principal sum of the Loan or any other amounts due the County hereunder.

(O) Governing Law and Remedies:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

(P) Number and Gender:

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(Q) Agreement:

The Borrower agrees to comply with all provisions of the Housing and Community Development Act of 1974, as amended, and the HOME Investment Partnerships Program Regulations (24 CFR Part 92) that are applicable to a recipient of funds through the HOME Program and that are required to be adhered to for this Loan, and such provisions are incorporated herein by reference and are made a part hereof. The Loan Documents constitute the entire understanding and agreement between the parties with respect the subject matter hereof, supersede all prior agreements, including commitment letters, and may not be modified or amended, except in writing and signed by all parties hereto.

(R) Waiver:

If the County shall waive any provisions of the Loan Documents, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(S) Notices:

All notice from the Borrower to the County and the County to Borrower required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO LENDER: Board of County Commissioners
c/o Palm Beach County Attorney's Office
Attn: James Brako
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

TO BORROWER: Neighborhood Renaissance, Inc.
510 24th Street, Suite A
West Palm Beach, FL 33407

(T) Submittals:

All information required to be submitted to the County shall be submitted to the County's Department of Housing and Economic Sustainability, Attn: Director, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

(U) Successors and Assigns:

This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

(V) Counterparts:

This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

(W) Incorporation by Reference:

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

(X) Waiver of Jury Trial:

THE BORROWER AND COUNTY WAIVES THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS LOAN OR GRANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF THE COUNTY'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE COUNTY'S BEHALF.

(Y) Source of Funding:

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations, or from any other funding source, for any reason.

21. SUBORDINATION:

Lender hereby approves the First Mortgage provided that it does not exceed \$1,666,000 plus any protective advances made in accordance with applicable law, and further agrees to subordinate to such First Mortgage or any refinancing of the First Mortgage with an independent institutional lender permitted under Section 15(B) hereof. The Mayor of the Board of County Commissioners of Palm Beach County is hereby authorized to execute subordination agreements required herein without further approval of the Board of County

Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to the County Attorney. In the event the County Administrator has been delegated the authority to execute this Loan Agreement, then such delegation shall also include the authority to execute Subordination Agreements in compliance with the terms of this Section 21 provided such documents are in a form acceptable to the County Attorney.

Lender hereby approves the CRA Mortgage provided that it does not exceed \$700,000 plus any protective advances made in accordance with applicable law, and further agrees to subordinate to such CRA Mortgage.

Nothing contained herein shall, however, relieve the Borrower from its obligation to make payments under the Promissory Note in accordance with its terms.

22. NONRECOURSE:

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF ANY DEFAULT BY THE BORROWER UNDER THE LOAN REFERENCED HEREIN, THE SOLE REMEDY OF THE LENDER SHALL BE TO FORECLOSE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THIS LOAN, AND IN NO EVENT SHALL THE BORROWER HAVE ANY LIABILITY FOR THE PAYMENT OF THE LOAN OR ANY OTHER OBLIGATIONS REFERENCED HEREIN, OR FOR THE PAYMENT OF ANY DEFICIENCY FOLLOWING THE FORECLOSURE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THE LOAN.

23. EFFECTIVE DATE OF AGREEMENT:

This Agreement shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners or its designee. The Effective Date shall be the date on which this Agreement is executed by Palm Beach County.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Borrower and the County have caused this Agreement to be executed on the dates set forth herein.

Signed, sealed and delivered in the presence of:

Witnesses:

[Signature]
Witness Signature

Michael Pecar
Print Witness Name

[Signature]
Witness Signature

Gale Jackson
Print Witness Name

BORROWER:

NEIGHBORHOOD RENAISSANCE, INC.
a Florida not-for-profit corporation

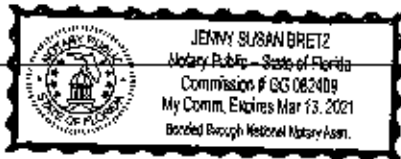
By: Terri L. Murray
Terri L. Murray, Executive Director

Date: 9/22/17



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of September, 2017, by Terri L. Murray as Executive Director of Neighborhood Renaissance, Inc., who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)
of Florida

Signature: Jenny S. Bretz
Notary Name: JENNY SUSAN BRETZ
Notary Public - State

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: Jonathan B. Brown
Jonathan B. Brown, Director
Dept. of Housing and Economic Sustainability

Date: 9/25/17

Approved as to Form and
Legal Sufficiency

By: James Brako
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT A

LEGAL DESCRIPTION

Lots 26 through 31, inclusive, Block 12, of PALM BEACH FARMS CO, PLAT NO. 2 THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH, according to the map or plat thereof as recorded in Plat Book 2, Pages 29, Public Records of Palm Beach County, Florida.

EXHIBIT B

PROMISSORY NOTE

\$532,187

West Palm Beach, Florida

Date: _____

FOR VALUE RECEIVED the undersigned **NEIGHBORHOOD RENAISSANCE, INC.**, a not-for-profit corporation duly organized and existing by virtue of the laws of the State of Florida ("Maker"), promises to pay to the order of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, in lawful money of the United States of America, the principal sum of **Five Hundred Thirty Two Thousand One Hundred Eighty-Seven and 00/100 Dollars (\$532,187.00)** (the "Loan"), or such lesser sum as shall have been advanced hereunder pursuant to the Loan Agreement referred to below, plus accrued interest, as follows:

- 1) The entire Loan is non-amortizing and this Note shall bear interest at the stated rate of **zero percent (0%) per annum** computed only on the outstanding principal balance from time to time remaining unpaid from the date of each disbursement.
- 2) Unless acceleration is made by Holder pursuant to the provisions hereof, the outstanding principal balance from time to time remaining unpaid from the date of each disbursement, plus accrued interest thereon, plus any amounts due under this Note or any other Loan Document shall be paid in full no later than **September 30, 2019 (Maturity Date)**, or prior to the Maturity Date upon the earlier occurrence of either:
 - (a) The Maker's sale, pursuant to the Loan Agreement, of the HOME Assisted Units for which this Loan is made; or
 - (b) When otherwise required by the Loan Documents.
- 3) This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred and unpaid interest and the balance, if any, to the principal balance. The prepayment of this Note shall not relieve the Maker of its obligations under the Loan Documents referred to below.
- 4) After maturity or acceleration, this Note shall bear interest at the Default Interest Rate which shall be the maximum interest rate allowed by applicable law, until paid in full.
- 5) All terms hereunder shall be as construed and defined in Chapter 91-28, Florida Administrative Code.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAX ON DOCUMENTS. STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE AND CANCELLED AS REQUIRED BY LAW.

This Note is executed pursuant to the terms and conditions of that certain Loan Agreement dated _____, 2017, as amended, between Maker, as Borrower, and Holder, as Lender, is secured by a Mortgage and Security Agreement (the "Mortgage"), of even date herewith, encumbering certain real property located in Palm Beach County, Florida. The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents". Project is the Art Lofts at West Village project which is more fully described in the Loan Documents.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the First Mortgage indebtedness as set forth in Mortgage.

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful in such case to contract for, or to make any payment, or to do any act contrary to ethical law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and a portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due any payment of interest or other amount due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Notwithstanding the foregoing, Holder shall not exercise any remedies hereunder prior to the expiration of any notice and cure period in the Loan Agreement.

Any payment hereunder not paid when due (at maturity, upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay holder a late charge of five percent (5%) of any required payment which is not received by Holder within five (5) days following the date said payment is due pursuant to the Note. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence hereunder. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Maker agrees to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a case of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another loan document.

Whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment hereof respectively, hereby (a) expressly waive any valuation and appraisal, presentment, notice of dishonor, protest, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF ANY DEFAULT, SUBJECT TO APPLICABLE NOTICE AND CURE PROVISIONS, BY THE MAKER UNDER THE LOAN REFERENCED HEREIN, THE SOLE REMEDY OF THE HOLDER SHALL BE TO FORECLOSE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THIS LOAN, AND IN NO EVENT SHALL THE MAKER HAVE ANY LIABILITY FOR THE PAYMENT OF THE LOAN OR FOR ANY OTHER OBLIGATIONS REFERENCED HEREIN, OR FOR THE PAYMENT OF ANY DEFICIENCY FOLLOWING THE FORECLOSURE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THE LOAN.

MAKER AND HOLDER WAIVE THEIR RIGHTS TO A TRIAL BY JURY IF ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

Signed, sealed and delivered
in the presence of:

MAKER:

Witnesses:

NEIGHBORHOOD RENAISSANCE, INC.,
a Florida not-for-profit corporation

Witness Signature

By: _____
Terri L. Murray, Executive Director

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of, _____, 20___, by Terri L. Murray as Executive Director of Neighborhood Renaissance, Inc., is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Signature: _____

Notary Name: _____

(NOTARY SEAL ABOVE)

Notary Public - State of Florida

EXHIBIT C

Return to:

Prepared by:
James Brako, Esq.
Palm Beach County Attorney's Office
P.O. Box 1989
West Palm Beach, FL 33402

PNC: _____

NOTE TO CLERK OF CIRCUIT COURT: THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER PART V OF CHAPTER 420 OF THE FLORIDA STATUTES AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, FLORIDA STATUTES.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), executed on _____, 2017, by **Neighborhood Renaissance, Inc.**, a not-for-profit corporation duly organized and existing by virtue of the laws of the State of Florida (the "Mortgagor") and **Palm Beach County**, a political subdivision of the State of Florida (the "Mortgagee" or "County") (which term as used in every instance shall include the Mortgagee's successors and assigns);

WITNESSETH:

The Mortgagor is the owner of the premises described in Exhibit A attached hereto (hereinafter the "Premises") and made a part hereof. Mortgagee has this date loaned **Five Hundred Thirty Two Thousand One Hundred Eighty-seven Dollars (\$532,187)** to Mortgagor and in connection therewith Mortgagor has this date executed and delivered to Mortgagee its Promissory Note in that amount (the "Note"). A true copy of the Note is annexed hereto as Exhibit B and forms a part hereof.

This Mortgage is given in accordance with that certain Loan Agreement between Mortgagor and Mortgagee as executed on _____. This Mortgage and Security Agreement, the Note, and the Loan Agreement, including any amendments thereto, and any other documents evidencing and securing the Loan, shall hereinafter collectively be referred to as the "Loan Documents".

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in consideration of the premises and in order to secure payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage, and the performance and observance of all the provisions hereof, and of the Loan Documents and subject to the Permitted Exceptions identified in the Loan Agreement, hereby gives, leases, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all of the Mortgagor's estate, right, title and interest in, to and under any and all of the Premises, improvements (including improvements to be made hereafter), fixtures here and below described and located on the Premises which sometimes collectively referred to hereinafter as the "Mortgaged Property".

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's

sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Premises, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in Default hereunder subject to applicable notice and cure provisions and so long as the same are not subjected to garnishment, levy, attachment, or lien.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to convey the same, that the same are unencumbered excepting taxes accruing subsequent to 20_17__, and those certain exceptions appearing on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

Notwithstanding the foregoing, this Mortgage shall be subject and subordinate to separate mortgage(s) and security agreement(s) and related loan documents encumbering the Premises as follows:

First Mortgage: in the amount of \$1,666,000, in favor of Florida Community Loan Fund, as recorded in Official Records Book 29179, Page 1445, of the Public Records of Palm Beach County, Florida.

CRA Mortgage: in the amount of \$700,000, in favor of Lake Worth Community Redevelopment Agency as recorded in Official Records Book 29179, Page 1461, all of the Public Records of Palm Beach County, Florida.

Both afore stated mortgages shall hereinafter be collectively referred to as the "Senior Mortgages".

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of \$532,187 and has a maturity date of _____, unless such maturity is accelerated as set forth in the Note, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

ARTICLE 1

1.1 Payments of Indebtedness:

The Mortgagor shall punctually pay the principal and interest and all other sums to become due in respect to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all and any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable but in any event prior to delinquency, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. This requirement does not in any way preclude Mortgagor from contesting real or personal property taxes when appropriate. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon

or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) The Mortgagor shall pay or cause to be bonded off or insured over, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is or may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage.

1.3 Insurance:

The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards, including flood, as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be in an insurance company or companies in such amounts and with terms reasonably acceptable to the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to the Mortgagee; and forthwith upon the issuance of such policies they will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and copies of such policies. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to Mortgagee, transferee or purchaser, as the case may be. Subject to the rights of the Mortgagee pursuant to the First Mortgage, the Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property jointly with the Mortgagor. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby materially impaired. In order to determine whether restoration is economically feasible, Mortgagor must provide evidence to the Mortgagee that the Mortgagor has sufficient funds to completely restore or repair the Mortgaged Property to a multi-family affordable housing complex in accord with the Loan Agreement and the HOME requirements described therein. If such restoration or repair is not economically feasible or if the security of this Mortgage would be materially impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. The provisions of this Section 1.3 are expressly subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate.

1.4 Care of Premises:

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, which damage exceeds Two Hundred Thousand Dollars (\$200,000), the Mortgagor will give immediate written notice of the same to the Mortgagee.

(c) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours upon reasonable advance notice to Mortgagor.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof. Mortgagee shall have the right to monitor the project and enforce the terms of all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the substantial equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner reasonably satisfactory to the Mortgagee.

The Mortgagee recognizes that this mortgage will be subordinate to the Senior Mortgages, and to the extent this provision conflicts with the similar terms and conditions of the Senior Mortgages, the Senior Mortgages shall supersede and shall be controlling. Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

1.5 Right to Enter Premises:

The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Premises from time to time at any reasonable hour of the day. Should the Premises, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Premises and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

1.6 Further Assurances; Modifications:

At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, exercise and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any failure by the Mortgagor so to do the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.7 Expenses.

In addition to the expenses described in Section 2.6(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage of the interest created herein, or the Premises, including but not limited to foreclosure of this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.8 Estoppel Affidavits:

The Mortgagee, upon ten days' prior written notice, shall furnish the Mortgagor a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

1.9 Subrogation:

The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.10 Performance by Mortgagee of Defaults by Mortgagor:

If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgagee; then the Mortgagee, at its option, following written notice to Mortgagor, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, with demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.11 Condemnation:

In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), unless Mortgagor and Mortgagee otherwise agree in writing, condemnation awards shall be applied to restoration or repair of the Premises, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby materially impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be materially impaired, the condemnation award shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. In the event of a condemnation, if an Event of Default shall exist hereunder, the Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation, either to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any condemnation are hereby assigned by the Mortgagor to the Mortgagee. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a condemnation as the Mortgagee may require. The provisions of this Section 1.11 are subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate. Notwithstanding the foregoing, any condemnation for less than twenty percent (20%) of value of the Premises or any condemnation that will not render the Premises unusable shall not be affected by this section.

1.12 Environmental Representations:

(a) The Mortgagor covenants with the Mortgagee that to the best of Mortgagor's knowledge the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste other than typical cleaning and maintenance supplies kept in accordance with all laws and regulations.

(b) To the best of Mortgagor's knowledge, no violation of any Federal, State or local environmental regulations now exists regarding the Mortgage Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction of the improvements on the Premises.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgaged Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that are violations or potential violations of any environmental regulation laws, ordinances, rules or regulations exists on the Mortgage Property.

ARTICLE 2

2.1 Due on Sale or Further Encumbrance Clause:

In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and continues to rely upon same as the means of maintaining the value of the Premises. Mortgagor was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Premises should Mortgagee's right to accept a deed in lieu of foreclosure be exercised, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to charge default rate interest in the case of an uncured Event of Default; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Section be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein except as permitted under the Loan Agreement (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, or delayed, shall be an Event of Default hereunder, except for any refinancing of the First Mortgage with an independent institutional lender permitted under the Loan Agreement, which shall be permitted without the prior written consent of the Mortgagee. For the purpose of and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an Event of Default hereunder:

(a) any sale, conveyance, assignment or other transfer of or the grant of a security interest in, all or any part of the title to the Premises, other than easements or licenses necessary for the development and use of the improvements on the Premises, excluding the First Mortgage or any refinancing of the First Mortgage with an independent institutional lender, which shall include tenant services or benefits; or

(b) any new or additional liabilities secured by the Premises without the prior written consent of Mortgagee.

Any consent by the Mortgagee, or any waiver of an Event of Default, under this Section shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this Section.

2.2 Events of Default:

An Event of Default ("Default") shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, loan servicing and administrative fee, compliance monitoring fee, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage, the Note, the Loan Documents or of any other instrument evidencing, security or executed in connection with the indebtedness secured hereby, and such failure continues for a period of thirty (30) days following written notice by the Mortgagee or such additional time as may be required, provided a cure is timely commenced and diligently prosecuted; or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached in any material manner by the Mortgagor or shall prove to be false or misleading in any material manner when made, and such breach is not cured within thirty (30) days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, and such lien is not canceled, removed, bonded over, insured against or transferred within sixty (60) days after notice of such lien; or

(e) A levy shall be made under any process on, or a receiver be appointed for, the Premises; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and is not dismissed within ninety (90) days of Filing; or

(j) A breach by Mortgagor of any covenant, representation, or warranty set forth in the Loan Agreement and the expiration of any applicable grace period, or an Event of Default occurs under the terms of the Loan Agreement or any of the other Loan Documents pertaining to the Note and Mortgage; or

(k) The Mortgagor shall default on the First Mortgage and such default remains uncured after expiration of any applicable cure or grace period; or

(l) If the Mortgagee shall reasonably believe that any one or more of the defaults enumerated in paragraphs (a) through (k) may occur, then the Mortgagee shall notify the Mortgagor of the specific facts which create the reasonable basis for its belief and shall request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that Mortgagor has taken appropriate steps to cure the default if it should occur.

2.3 Special Conditions:

(a) The Note can be assumed upon sale, transfer, or refinancing of the Premises, provided the Mortgagor has obtained the consent of Mortgagee to such sale, transfer or refinancing (which Mortgagee agrees shall not be unreasonably withheld or delayed), or the sale, transfer or refinancing is otherwise permitted under the terms of the Loan Agreement.

In the event the Note will not be assumed upon sale, transfer or refinancing of the Premises, all available proceeds of the sale or refinancing shall be applied to pay the following items in order of priority:

- (1) Expenses of the sale;
- (2) Senior Mortgage debt in full, including fees;
- (3) All accrued but unpaid interest on the Note;
- (4) This Mortgage debt in full, including fees.

(b) Except as set forth in Section 2.3(a) above, all of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale, transfer, or refinancing, other than a refinancing of the First Mortgage with an independent institutional lender permitted under the Loan Agreement.

(c) The indebtedness secured hereby shall be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity:

If a default shall have occurred hereunder and is not cured within applicable cure periods, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled to do so shall be considered as a waiver of such right.

2.5 Right of Lender to Enter and Take Possession:

(a) If any Default shall have occurred and be continuing beyond expiration of any applicable cure or grace period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this Section 2.5(a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this Section 2.5, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such Defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to Section 2.5(a) shall exist if any subsequent default shall occur and be continuing.

(d) The provisions of this Section 2.5 are subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate.

2.6 Appointment of a Receiver and Foreclosure:

(a) If a Default shall have occurred hereunder and is not cured within applicable cure periods, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, receivership, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) If a Default shall have occurred hereunder and is not cured within applicable cure periods, Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

(e) The provisions of this Section 2.6 are subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate.

2.7 Discontinuance of Proceedings and Restoration of the Parties:

In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative:

No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.9 Stamp and Excise Tax:

If any documentary additional stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, any security agreement, guaranty, the Loan Agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this Section will survive the repayment of indebtedness under the Note.

ARTICLE 3

3.1 Successors and Assigns Included in Parties:

Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not.

Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld.

3.2 Headings:

The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others:

If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4 Number and Gender:

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE 4

4.1 Notices to Mortgagor and Mortgagee:

Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

TO MORTGAGOR: Neighborhood Renaissance, Inc.
 510 24th Street, Suite A
 West Palm Beach, FL 33407

TO MORTGAGEE: Palm Beach County
 c/o County Attorney's Office
 301 North Olive Avenue, Suite 601
 West Palm Beach, FL 33401
 Attention: James Brako

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE 5

5.1 Future Advances:

It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgagee at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or records notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements.

If, pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) year of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a default hereunder.

5.2 Subordination:

Mortgagee has approved a First Mortgage provided that it does not exceed \$1,666,000 plus any protective advances made in accordance with applicable law, and further has agreed to subordinate to such First Mortgage or any refinancing of the First Mortgage with an independent institutional lender so long as the refinancing does not increase the amount of indebtedness then secured by the First Mortgage. The Mayor of the Board of County Commissioners of Palm Beach County is hereby authorized to execute subordination agreements required herein without further approval of the Board of County Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to the County Attorney. In the event the County Administrator or designee has been delegated the authority to execute the Loan Agreement, then such delegation shall also include the authority to execute Subordination Agreements in compliance with the terms of this Section provided such documents are in a form acceptable to the County Attorney.

Mortgagee has approved a CRA Mortgage provided that it does not exceed \$700,000 plus any protective advances made in accordance with applicable law, and further has agreed to subordinate to such CRA Mortgage.

Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

5.3 Lien Priority:

The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date of this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may charge a default rate of interest in the event of an uncured Event of Default, or with the consent of the Mortgagor, otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any Party in the Premises acquired subsequent to the date of this Mortgage is recorded, other than the First Mortgage or any refinancing of the First Mortgage with an independent institutional lender.

5.4 Security Agreement:

This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property or fixtures, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured part under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.5 Nonrecourse:

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF ANY DEFAULT BY THE MORTGAGOR UNDER THE LOAN REFERENCED HEREIN, THE SOLE REMEDY OF THE MORTGAGEE SHALL BE TO FORECLOSE AGAINST THE MORTGAGED PROPERTY GIVEN AS SECURITY FOR THIS LOAN, AND IN NO EVENT SHALL THE MORTGAGOR HAVE ANY LIABILITY FOR THE PAYMENT OF THE LOAN OR FOR ANY OTHER OBLIGATIONS REFERENCED HEREIN, OR FOR THE PAYMENT OF ANY DEFICIENCY FOLLOWING THE FORECLOSURE AGAINST THE MORTGAGED PROPERTY GIVEN AS SECURITY FOR THE LOAN.

5.6 Choice of Law:

This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and venue shall be in Palm Beach County.

5.7 Binding Effect:

This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Witnesses:

NEIGHBORHOOD RENAISSANCE, INC.
a Florida not-for-profit corporation,

Witness Signature

By: _____
Terri L. Murray, Executive Director

Print Witness Name

Date: _____

Witness Signature

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of, _____, 2017,
by Terri L. Murray as Executive Director of Neighborhood Renaissance, Inc., who is
personally known to me, or who has produced _____ as
identification and who did/did not take an oath.

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

EXHIBIT A
The Premises

LEGAL DESCRIPTION

Lots 26 through 31, inclusive, Block 12, of PALM BEACH FARMS CO, PLAT NO. 2 THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH, according to the map or plat thereof as recorded in Plat Book 2, Pages 29, Public Records of Palm Beach County, Florida.

EXHIBIT D

PERMITTED EXCEPTIONS

NONE

Except that exceptions to title may be approved by the County Attorney's Office for inclusion as a Permitted Exception.

EXHIBIT E

**Department of Housing and Economic Sustainability
Mortgage and Housing Investments (MHI)
HOME Investment Partnerships (HOME) Program
First-time Homebuyers Purchase Assistance Program Criteria**

General Information

This program is designed to provide subordinate mortgage financing to low (50% or below AMI) and moderate (51-80% AMI) income applicants in accordance with the current annual income limits for West Palm Beach and Boca Raton Metropolitan Statistical Area (MSA) guidelines, published annually by the Department of Housing and Urban Development (HUD). The subordinate mortgage financing is to be used to facilitate the acquisition of the program applicants' first homes. The homes acquired must be used as their principal place of residence. Subordinate mortgage financing will be provided to make the home affordable based upon the need of the applicant households. Funding will be in the form of a 0% interest forgivable/deferred loan, not to exceed thirty (30) years, secured by a mortgage and promissory note. Repayment is due in full if the property ceases to remain the principal residence of the buyer, or the property is sold, transferred or conveyed within the affordability period.

The Subsidy Process

1. Prospective homebuyers wishing to participate in the First-time Homebuyers Purchase Assistance Program, must first enroll and complete an eight (8) hour Homebuyer Counseling Program through a Housing and Urban Development (HUD) approved counseling agency (www.hud.gov/offices/hsg/sfh/hcc/hcs) or NeighborWorks America approved agency. Participants will receive (a) Certification of Completion, (b) Homebuyer Education Program Certificate, (c) One-On-One Homebuyer Checklist and (d) Non-Profit/Developer's Fee Schedule. All four documents must be included in the application packet upon submittal. The Homebuyer Education course is generally six (6) hours of classroom instruction and the one-on-one is two (2) hours of personalized counseling. Certifications must be valid at the time of intake appointment.
2. The applicant must be approved for a first mortgage with a direct lending institution or mortgage lender. *(Note: Mortgage Brokers must have the ability to fund the loan).* When submitting an application, applicants may choose to be represented by a non-profit organization and/or their lender. Applicants can select a lender and non-profit organization of their choice.
3. Prior to application submission, the applicant must have first mortgage loan pre-approval or approval. The process for prospective first time homebuyers commences with the submission of a fully completed application package from the applicant, an institutional first mortgage lender, or a non-profit organization – on behalf of the applicant.
4. Applications will undergo an initial intake review process for completeness. Applications missing critical data relevant to household size, income of all household members and/or assets will not be accepted.

CRITERIA

1. **MINIMUM AND MAXIMUM HOUSING EXPENSE RATIOS**

Eligible housing expense ratios will range from *25% to 40% depending on the applicant's total debt ratios, capacity to manage debt, creditworthiness, and household income category.

Housing Expense Ratios and Maximum Subsidies (Note: Where possible, the ratios should be maximized).

First-time Homebuyers Purchase Assistance Program:

Low Income (50% AMI or below): Applicants whose housing expense ratios, per the

lending institution, are between 25% - 28.5% are eligible for a Second Mortgage subsidy up to \$75,000 as needed to make the home affordable.

Moderate Income (51% - 80% AMI): Applicants whose housing expense ratios, per the lending institution, are between 29% - 35% are eligible for a Second Mortgage subsidy up to \$65,000 as needed to make the home affordable.

***NOTE:** If an applicant is purchasing a home through **Habitat for Humanity or United States Department of Agriculture**, the household will qualify for the above listed maximum subsidies, provided that the applicant's housing expense ratio is at least 20.5% and that it does not exceed the maximum eligible housing expense ratio of 40%.

2. MAXIMUM TOTAL DEBT RATIO

HES may recommend subsidy approvals where the total debt ratio exceeds 45%, with compensating factors. However, under no circumstances shall a prospective homebuyer have a total debt ratio to exceed 48%.

3. ELIGIBLE PROPERTIES

Eligible properties are new construction or existing single-family homes (excluding mobile homes) with or without rehabilitation. The purchase of condominiums and/or townhomes will be considered based upon such criteria as lender approval, condominium owner/investor ratio, special assessments, pending legal issues and the like. If rehabilitation is necessary, up to 20 percent (20%) contingency amount shall be set-aside from the maximum allowable award, until the project is completed and a certificate of completion or certificate of occupancy is issued. Total funding, including contingency amount shall not exceed the maximum allowable award. A minimum of \$1,000 in rehabilitation costs must be expended on all housing types.

Investor owned properties, first must be approved by the first mortgage lender; the appraisal must line up with the sales price; all improvements and repairs must be documented. Contracts will be reviewed on a case-by-case basis.

The purchased property must meet all applicable building codes. Deficiencies must be corrected prior to, or as part of the purchase transaction. In the case of new construction, a Certificate of Occupancy (CO) is required prior to occupancy.

4. ELIGIBLE AREAS

The purchased property must be located in Palm Beach County.

5. ENTITLEMENT CITIES

If the property is located within a HOME Entitlement City (*West Palm Beach*), the applicant **MUST** first seek funding from the entitlement city. If no funding is available, applicants **MUST** submit written documentation from the entitlement city stating no funding is available for purchase assistance for their income category.

If the applicant seeks to use land, land improvements or any other equity that is not considered cash as the required match, then the subsidy request shall be reviewed by staff of HES.

6. SELECTION PROCESS AND PRIORITY

Eligible applicants will be selected on a first qualified, first served, basis within the income group subject to funding availability. Special priority will be given to Special Needs (proof provided for developmental disabilities, disabling conditions, and persons with special needs), Veterans (DD-214 required) and elderly (primary applicant age 62+). These applicants will further be ranked with priority given to low, then moderate-income groups. Other priority ranking criteria may apply or be added as necessary.

7. ELIGIBLE APPLICANTS & HOUSEHOLDS

An eligible person or household is one or more natural persons or family who has been determined to be low or moderate income according to the income limits published annually by the United States Department of Housing and Urban Development. All units constructed, rehabilitated, purchased or otherwise assisted with HOME housing funds must be occupied by eligible persons utilizing the assisted housing unit as their principal residence as required by 24 CFR 92.254(a)(3).

Gap financing is defined as funding needed to bring ratios within affordability guidelines as determined by HES (incorporating HUD guidelines), to pay down payment assistance, closing costs, and rehabilitation costs.

Maximum Mortgage/Broker fees cannot exceed 1.75% of the loan amount; combining fees such as application, loan origination, discount points, underwriting, mortgage rate lock, loan processing, broker rebate, administration, lender document prep and broker compensation should not surpass the 1.75%.

Eligible participants must qualify as a First Time Homebuyer under the HUD definition: An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This provision is limited to a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

All borrowers and household members benefiting from the housing loan program funds must have permanent legal residency in the United States; legal residency is defined by Homeland Security Act, HUD, and the State of Florida.

8. INCOME ELIGIBILITY

Program income eligibility will be based on annual MSA determined by Department of Housing and Urban Development (HUD). Income eligibility for purchase assistance is valid for six (6) months from the execution date of the Florida Housing Resident Income Certification.

9. MINIMUM LOAN-TO-VALUE RATIO

There are no Loan-to-Value requirements. However, the total amount of subsidy provided cannot equal or exceed the loan amount of the first mortgage. Requested HOME subsidies in excess of the first mortgage loan amount, shall be reviewed and recommended by HES.

First time homebuyers are not permitted to receive cash back through the closing transaction. No outside transactions are permitted and may be deemed illegal.

10. MAXIMUM HOUSEHOLD ASSET LIMIT

If the applicant's total assets equal or exceed their maximum eligible subsidy, then the maximum eligible subsidy amount will be reduced to one-half of the otherwise eligible amount.

11. UPON RECEIVING HOME SUBSIDY RECOMMENDATION

A Notice to Proceed (NTP) will only be issued to applicants who have the following:

- Fully executed contract (buyer(s) and seller(s) signatures)
- Private inspection with wood destroying organism report (WDO)
- Lead Based Paint Inspection for homes built in 1978 or before
- Appraisal no more than 90 days old
- Environmental Review (ER) – performed internally by HES
- Loan Commitment from the first mortgage lender
- 1003 and 1008
- Closing Disclosures (CD) within guidelines
- Certificate of Occupancy (CO)
- Any other documents that may be required (other conditions)

12. MINIMUM APPLICATION CONTRIBUTION

Low and moderate income homebuyers must contribute a minimum of 2.5% of the sales price and repairs. Buyers' contribution should be their own funds. However, gift funds and other sources of funding may be used. The source of the applicants' contribution must be documented; alternative savings may be used if the buyer has exhibited a pattern of saving in a like manner and/or is consistent with cultural norms i.e. pooled money (su-su) or cash on-hand (mattress money).

13. MAXIMUM CLOSING COST PERCENTAGES AND CALCULATIONS

In an effort to maintain affordability for the homebuyer, HES/MHI will use the current RESPA regulations when determining closing costs.

14. TITLE TRANSFERS/MORTGAGE SUBORDINATIONS

Palm Beach County must consent to all property interest transfers including, but not limited to transfers between owners. The County will only approve such requests in limited circumstances such as death, divorce or other special circumstances. Any unapproved transfer of interests will automatically (*and immediately*) require full repayment of the entire subsidy.

Closing Protection Letters (CPL) are required for all transactions.

Mortgage subordinations are granted at the discretion of Palm Beach County. Mortgage subordinations will only be granted by the HES Director where the homeowner is seeking new financing to: lower the term of the first mortgage; lower the interest rate of the first mortgage; or make improvements to the HOME assisted property. Mortgage subordination requests for any other reason must be presented to the HES Director for a recommendation. Mortgage subordinations will not be granted at any time where the County's financial interest is not fully protected.

15. PROPERTY TAX CALCULATIONS FOR QUALIFYING RATIOS

When establishing a property tax figure for calculating expense ratios, HES/MHI Staff will use the information presented by the lender, provided the information is consistent with the information available on the Palm Beach County Property Appraiser Public Access System (PAPA) and/or any other available source of documentation used by MHI to determine future property tax liability of applicants.

16. HOMEOWNERS AND FLOOD INSURANCE INFORMATION

Insurance coverage for assisted properties must be sufficient to cover all encumbrances placed against the property. Exceptions to this requirement will be made only in cases where the insurance company accepts, through official certification, that it is acceptable for the coverage to be less than the total value of the encumbrances on the property. If the property is located within a flood zone, flood insurance is also required.

17. MAXIMUM INTEREST RATE

Interest rates on a thirty (30) year fixed rate, first mortgage shall not exceed 1.0 percentage points above the County's average rate.

The maximum applicable interest rate that will be applied will be based on the date the lender's application is submitted.

18. FIRST MORTGAGES

Subsidies will only be provided to those applicants who have acquired a 30 year fixed rate first mortgage.

19. INSPECTIONS

To request an in-house inspection, please submit request via email at HESVerify@pbcbgov.org. Contact Mortgage and Housing Investments at (561) 233-3600 for questions or concerns.

20. ADDITIONAL INFORMATION

Leverage: HOME funds may be leveraged and/or combined with SAIL, CDBG, SHIP, and/or NSP funds, or other federal, state, private and local funding where needed. When HOME funds are combined with SAIL, CDBG, SHIP, or NSP funds, any HOME loan repayment proceeds will be prorated and deposited into a separate Housing Trust Fund account as required.

Failed Property: Homebuyers will receive a credit of paid out of closing (POC) costs for failed transactions toward future HOME transactions.

Loss: Loss of prior subsidy will not be granted for three (3) years to applicants where the County has lost all or a portion of its investment on a previously assisted

household (i.e. foreclosures, deed in lieu, short sales).

Post Closing Counseling: Counseling is required for previously assisted borrowers who are repeatedly delinquent or defaulted on a Palm Beach County mortgage loan. The term delinquent shall mean a loan payment received after the due date, repeated late fees or past thirty days. The term default shall mean a loan payment that has not been received for four (4) consecutive months or greater.

Liquid Assets: An income eligible household may not have liquid assets that exceed \$50,000. Liquid Assets are defined as any cash or cash equivalent that can be immediately converted into cash at an established rate or value. Cash equivalents include savings bonds and other bond investments; corporate stock and stock futures; mutual funds; retirement accounts; and any other investment security or note.

Ownership: An applicant's ownership of other residential properties will be reviewed for eligibility to participate in programs on a case-by-case basis.

Exception to Established Policy: When applicants' files are marginally outside of the established program criteria, the HES Director may approve an exception to the following items: established closing costs maximums, housing expense ratios, total debt ratios, and lenders' interest rate. There can be no exceptions for income eligibility nor exceptions for established levels of financial assistance. **NOTE:** If the file is submitted by a Community Housing Development Organization (CHDO), the most recently executed CHDO agreement takes precedence over this criteria.

In the event a requirement contained herein is not applicable to a particular transaction (such as a termite inspection not being necessary for new construction), HES may waive the requirement.

EXHIBIT F

Return to:

Palm Beach County
Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attention: Dorina Jenkins
Prepared by: James Brako,
Assistant County Attorney

SECOND MORTGAGE
(HOME PROGRAM)

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL
PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS
\$ _____ AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE
UNDER THE TERM OF THIS MORTGAGE.**

THIS MORTGAGE executed on _____, by _____ whose address is _____, hereinafter the "Mortgagor", to Palm Beach County, whose address is 301 North Olive Ave., West Palm Beach, Florida 33401, hereinafter the "Mortgagee". (Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, a copy of which is attached hereto as Attachment 1, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situate in Palm Beach County, Florida, hereinafter the "Property", viz:

Legal Description

Property Control Number:

Property Address:

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants to the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and at said land is free and clear of all encumbrances. In the event the subject Property or any interest therein shall be sold, conveyed or in any other manner disposed of, including by Agreement for Deed, this Mortgage shall become due and payable in full.

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee the sum named in the Promissory Note and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, terminate and be null and void.

AND, Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said Promissory Note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said Property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value with a company acceptable to the Mortgagee. The policy or policies to be

held by, and payable to, said Mortgagee. In the event any sum or money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured.

In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date hereof at the highest lawful rate then allowed by the laws of the State of Florida.

In any event, as long as the Property is encumbered by the First Mortgage, all property insurance payments and property tax payments are to be secured through escrow and paid by the First Mortgage.

AND, Mortgagor agrees further that Mortgagor shall reside in the Property as the Mortgagor's principal place of residence for the term of this Mortgage.

AND, Mortgagor further recognizes that any secondary or junior financing placed upon the Property, (a) may divert funds which would otherwise be used to pay the Promissory Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Property should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Property; and (d) require the Mortgagor to have housing expenses which exceed the guidelines for affordability under the Mortgagee's HOME Program requirements.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) keeping the premises free of subordinate financing liens; and (iv) meeting HOME Program requirements for affordability, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Property or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder.

For the purpose of and without limiting the generality of the preceding sentence, the occurrence any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Property and therefore an Event of Default hereunder:

(a) any sale, conveyance, assignment or other transfer of or the grant of security interest in, all or any part of the title to the Property within **thirty (30) years** of the date of this Mortgage without the prior written consent of the Mortgagee. Nevertheless, title to the Property may be voluntarily transferred by the Mortgagor to another Mortgagor only if such other Mortgagor has been approved by the County, in its sole discretion and in writing, as being an income eligible First-Time Homebuyer as defined below, and only if no additional HOME assistance is provided to such other Mortgagor. Such other approved Mortgagor shall then abide by these covenants for the remainder of the **thirty (30) year** term of this Mortgage which shall then be accomplished by means of a new mortgage executed by the other approved Mortgagor upon satisfaction of this Mortgage, which new mortgage shall encumber the Property for the balance of the **thirty (30) year** term and otherwise be identical to this Mortgage.

First-Time Homebuyer shall mean an individual or household who have not owned a home during the three-year period prior to application for HOME assistance to the Borrower. The term First-Time Homebuyer also includes an individual who is a Disabled Homemaker or Single Parent.

Displaced Homemaker shall mean an individual who: 1) is an adult; 2) has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and 3) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Single Parent shall mean an individual who: 1) is unmarried or legally separated from a spouse (living in another country or in documented instances of domestic violence);

and 2) has one or more minor children of whom the individual has custody or joint custody, or pregnant.

(b) any new or additional liabilities without the prior written consent of Mortgagee. Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this paragraph. If any sum of money herein referred to be not promptly paid within 15 days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of said note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Promissory Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said Promissory Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Right to Appointment of Receiver. In any action to foreclose this Mortgage, the Mortgagee shall be entitled, without notice, without regard to the adequacy of any security for the indebtedness secured hereby and without regard to the solvency of any person, firm or company who is or may become liable for the payment of all or any part of the debt secured hereby, to have a receiver appointed with all the rights and powers permitted under the laws of the State of Florida. In addition, the receiver shall be entitled to take any and all action necessary or deemed advisable to lease the Property, including, without limitation, making reasonable improvements or tenant improvements and adding the cost of same to the debt secured hereby. In the event that a receiver of the Property is appointed hereunder, such receiver shall also have and may enforce all of the rights and remedies of the Mortgagee hereof.

Right to Enter Property: The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Property from time to time at any reasonable hour of the day. Should the Property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

This Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain mortgage from Mortgagor to _____, hereinafter the "First Lender", dated _____, and recorded in Official Records Book _____, at Page _____, of the Public Records of Palm Beach County, Florida, hereinafter the "First Mortgage", securing that certain note having an original principal face amount of _____ and 00/100 Dollars (\$_____), dated _____, hereinafter the "First Note", made by Mortgagor and payable to the First Lender.

If any provision of the Promissory Note or this Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note, and First Mortgage, shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Mortgagor or a related entity or person to the Mortgagor), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear of such restrictions.

Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the First Lender's acquisition of title.

THIS IS A SECOND MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$_____ TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

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

By: _____ Signature: X _____
By: _____ Signature: X _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Signature: _____

NotaryName: _____

(NOTARY SEAL ABOVE)

Notary Public - State of Florida

ATTACHMENT 1

PROMISSORY NOTE
(HOME PROGRAM)

Amount: \$ _____

Date: _____

Property Address: _____
Place: Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Palm Beach County, Florida, (herein the "County"), acting by and through its Board of County Commissioners, the remaining balance on the principal sum of _____ and 00/100 Dollars (\$ _____), which remaining balance shall be payable in full upon the sale, lease, or transfer of the property, identified and legally described in the Mortgage used to secure this Promissory Note, from the undersigned, (herein the "Maker"), signing this Promissory Note (being the owner(s) having fee simple title to the mortgaged property) to any other person(s) without the prior written consent of the County.

Upon the sale, transfer, conveyance or alienation of any part or all of the mortgaged property within thirty (30) years of the date of this note, full repayment of the principal sum plus accrued interest, if any, plus any advancements made pursuant to the terms of the Mortgage, shall become immediately due and payable.

In the event of a refund of any governmental fees to the undersigned, the undersigned assigns such reimbursement directly to the County to be credited towards the total amount due under this Promissory Note.

The undersigned reserve(s) the right to prepay at any time all or any part of the principal amount of this Promissory Note without the payment of penalties or premiums.

This Promissory Note and the Second Mortgage securing payment of this Promissory Note is expressly made subject and subordinate to the terms and conditions specified in that certain promissory note having an original principal face amount of _____ and 00/100 Dollars (\$ _____), dated _____, hereinafter the "First Note", made by the Maker payable to _____, hereinafter the "First Lender", and secured by that certain mortgage from the Maker to the First Lender, dated _____, and recorded in Official Records Book _____, at Page _____, of the Public Records of Palm Beach County, Florida, hereinafter the "First Mortgage".

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money.

If any provision of this Promissory Note or the Maker's Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

If default be made in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Promissory Note or in said Mortgage, then the entire unpaid principal amount of this Promissory Note, together with accrued interest computed **at a rate of eight percent (8%) per annum from the date of default**, shall become at once due and payable, at the option of the County, without notice to the undersigned, time being of the essence.

Failure of the County to exercise such option shall not constitute a waiver of such default, nor a waiver of the right to exercise the same in the event of any subsequent default. If this Promissory Note be reduced to judgment, such judgment shall bear the statutory interest due on judgments, but not to exceed eight percent (8%) per annum.

Thirty (30) years from the date of this Promissory Note, if the following two conditions have been met, the entire Promissory Note will be deemed satisfied and the Maker shall have no further obligation to the County under this Promissory Note:

1) There have been no defaults in the performance of any of the covenants, understandings and agreement obtained and entered into to secure financing used in connection with this Promissory Note or in said Mortgage; and

2) There has been no sale, transfer, conveyance or alienation of any part or all of the property secured in said Mortgage.

If suit is instituted by the County to recover on this Promissory Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs at the trial and appellate levels.

THIS PROMISSORY NOTE is secured by a Mortgage of even date herewith, duly filed for record in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive(s), to the extent authorized by law, any and all homestead and other exemption rights, which otherwise would apply to the debt evidenced by this Promissory Note.

This Promissory Note has been duly executed by the undersigned on the date first above written.

Name: _____ Signature: _____

Name: _____ Signature: _____

EXHIBIT G

PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY
MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: 20__
Project Name:	Art Lofts at West Village (HOME)
Report Prepared By:	_____ Name Signature Date

FINANCING ACTIVITIES

Describe your accomplishments during the reporting period: _____

DESIGN AND LAND PLANNING ACTIVITIES

Describe your accomplishments during the reporting period: _____

CONSTRUCTION ACTIVITIES

Describe your accomplishments during the reporting period: _____

MARKETING AND SALE ACTIVITIES

Describe your accomplishments during the reporting period: _____

Send Report to: Bud Cheney, Manager
Capital Improvement, Real Estate & Inspections Services
Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT H

**PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY
TENANT INFORMATION REPORT**

Project Name:	Art Lofts at West Village (HOME)		
Report Period:	From _____, 20__ to _____, 20__		
Prepared By:	_____		
Report Date:	_____, 20__	Page ____	of ____ Pages

Fill in the required information for each housing unit or place a check mark where applicable.

ADDRESS:	
Tenant Name:	
Head of Household No. 1 - Age:	
Head of Household No.2 - Age:	
Number of occupants:	
Annual Household Income:	\$
Monthly Rent:	\$
Lease start date:	/ /
No. of bedrooms:	
Household Income at or below 50% of AMI	<input type="checkbox"/>
Household Income Above 50% of AMI up to and including 80% of AMI	<input type="checkbox"/>
Female Head of Household	<input type="checkbox"/>
Disabled Head of Household	<input type="checkbox"/>
Farm worker	<input type="checkbox"/>
Homeless	<input type="checkbox"/>
White	<input type="checkbox"/>
African American	<input type="checkbox"/>
Hispanic Ethnicity	<input type="checkbox"/>
Asian	<input type="checkbox"/>
American Indian or Alaskan Native	<input type="checkbox"/>
Native Hawaiian Pacific Islander	<input type="checkbox"/>
American Indian or Alaskan Native and White	<input type="checkbox"/>
Asian and White	<input type="checkbox"/>
African American and White	<input type="checkbox"/>
American Indian/Alaskan Native and African American	<input type="checkbox"/>
Other Multi-racial	<input type="checkbox"/>

EXHIBIT I

**PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY
ANNUAL RENT ROLL**

Project Name:	Art Lofts at West Village (HOME)		
Report Period:	From _____, 20__ to _____, 20__		
Prepared By:	_____		
Report Date:	_____, 20__	Page ___ of ___ Pages	

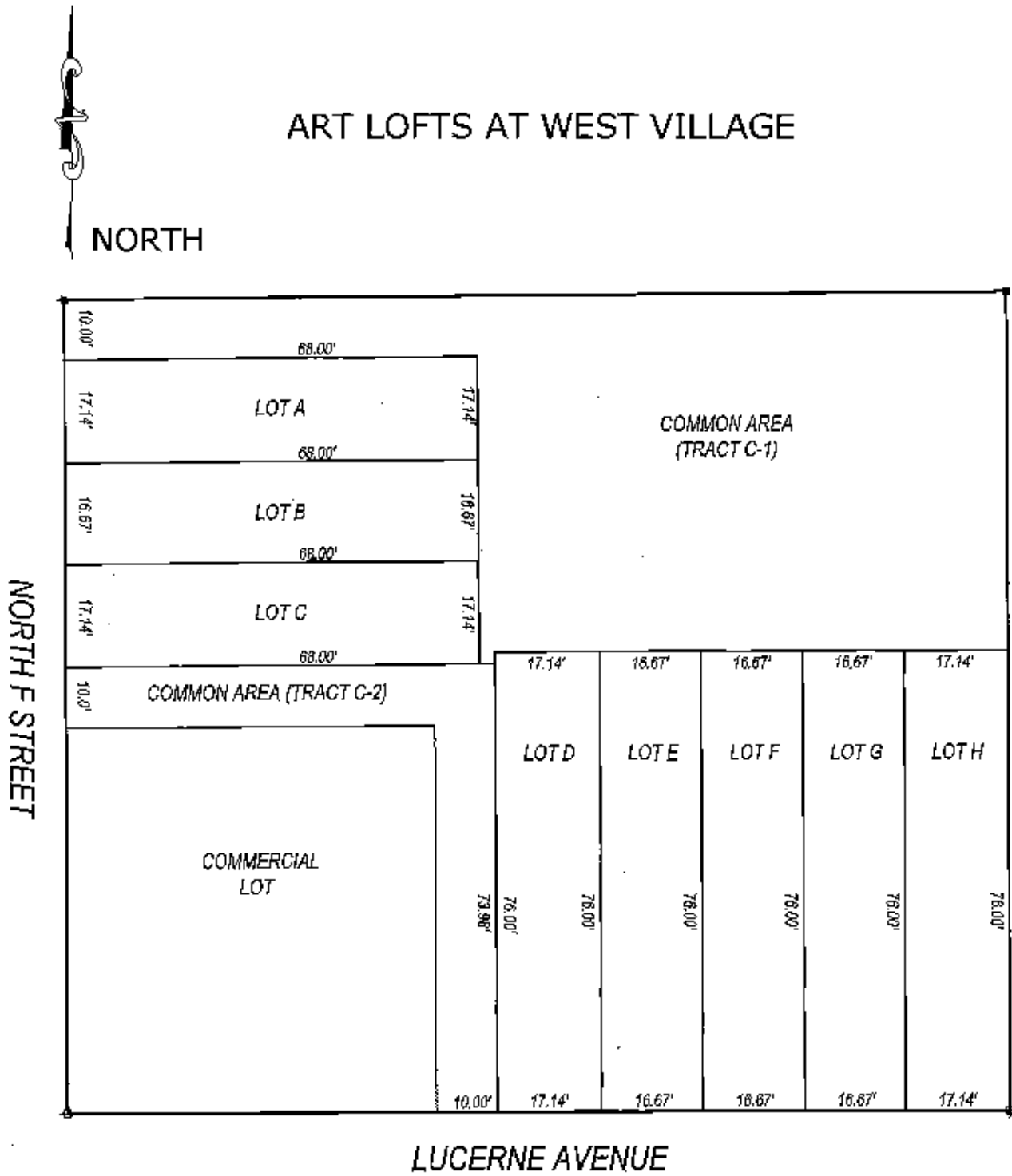
Fill in the required information for each apartment or place a check mark where applicable.

Building Address:				
	Apt. No. ____	Apt. No. ____	Apt. No. ____	Apt. No. ____
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	\$	\$	\$	\$
Tenant Rent:	\$	\$	\$	\$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	\$	\$	\$	\$
Household Income at 50% of AMI or less	[]	[]	[]	[]
Household Income at or below 60% of AMI but greater than 50% of AMI	[]	[]	[]	[]
	[]	[]	[]	[]
	Apt. No. ____	Apt. No. ____	Apt. No. ____	Apt. No. ____
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	\$	\$	\$	\$
Tenant Rent:	\$	\$	\$	\$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	\$	\$	\$	\$
Household Income at 50% of AMI or less	[]	[]	[]	[]
Household Income at or below 60% of AMI but greater than 50% of AMI	[]	[]	[]	[]
	[]	[]	[]	[]

EXHIBIT J

SITE PLAN

ART LOFTS AT WEST VILLAGE



HOME ASSISTED UNITS

- LOT B
- LOT E
- LOT F
- LOT G

NON-HOME ASSISTED UNITS

- LOT A
- LOT C
- LOT D
- LOT H

AGREEMENT

THIS AGREEMENT, entered into on OCT 17 2017, by and between **Palm Beach County**, a political subdivision of the State of Florida, (hereinafter referred to as the "County" and the "Lender") for the use and benefit of its HOME Investment Partnerships Program (hereinafter "HOME"), and **Community Land Trust of Palm Beach County, Inc.**, (the "Borrower") a not-for-profit corporation duly organized and existing by virtue of the laws of the State of Florida, whose principal office is at 4938 Davis Road, Lake Worth, Florida 33461, and whose Federal Tax Identification number is 20-5090958, and whose DUNS number is 830295734.

1. RECITALS:

WHEREAS, Palm Beach County has entered into an agreement(s) with the United States Department of Housing and Urban Development (HUD) for the use of HOME funds; and

WHEREAS, Palm Beach County made \$1,186,954 in HOME funds available for affordable housing under Request for Proposals DES.2017.1 (RFP); and

WHEREAS, the Borrower applied to Palm Beach County for HOME funding in connection with the RFP; and

WHEREAS, on July 11, 2017, Palm Beach County conditionally approved the award of a loan in the principal amount of \$654,767 (the "Loan") and a grant in the amount of \$95,000 (the "Grant") in HOME funds to be made available to the Borrower subject to the execution of this Agreement; and

WHEREAS, the Borrower has acquired title to certain land which is more particularly described in Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, attached hereto and made a part hereof (together the "Premises"); and

WHEREAS, the Borrower proposes to construct up to eight (8) housing units on the Premises all of which are to be known as the CLT Scattered Sites as described in the Borrower's proposal in response to the RFP; and

WHEREAS, the Borrower wishes to use the Loan to fund certain costs associated with constructing the eight (8) housing units (hereinafter referred to as the "Improvements" and the "HOME Assisted Units"); and

WHEREAS, Borrower proposes to sell the HOME Assisted Units, upon completion of their construction, to First-Time Homebuyers (as defined herein) having certain income levels as more particularly described herein; and

WHEREAS, the Borrower has the remainder of the financing required for the construction of the HOME Assisted Units in place by having obtained a separate loan of \$1,000,000 from the Housing Finance Authority of Palm Beach County which loan will be secured by a mortgage encumbering the Premises (the "First Mortgage"); and

WHEREAS, Borrower proposes to use the Grant for certain operating costs as more fully described herein; and

WHEREAS, the Borrower and the County have negotiated the terms and conditions of, and wish to enter into, this Agreement in order to set forth the terms and conditions for the disbursement of the Loan and the Grant.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below the receipt and sufficiency of which is hereby acknowledged, the Borrower and the County agree as follows:

2. OVERVIEW OF THE PROJECT:

The Borrower owns the Premises as evidenced by the following:

- A County Deed recorded in Official Records Book 24527, Page 1406, of the Public Records of Palm Beach County, Florida, as shown in Exhibit A-1 attached hereto and made a part hereof.

- A County Deed recorded in Official Records Book 24527, Page 1373, of the Public Records of Palm Beach County, Florida, as shown in Exhibit A-2 attached hereto and made a part hereof.

- A County Deed recorded in Official Records Book 24527, Page 1384, of the Public Records of Palm Beach County, Florida, and a County Deed recorded in Official Records Book 24527, Page 1395, of the Public Records of Palm Beach County, Florida, as shown together in Exhibit A-3 attached hereto and made a part hereof.

- A County Deed recorded in Official Records Book 24527, Page 1417, of the Public Records of Palm Beach County, Florida, as shown in Exhibit A-4 attached hereto and made a part hereof.

The Borrower shall use the First Mortgage proceeds plus this Loan to construct the HOME Assisted Units all of which shall be affected by the requirements of this Agreement.

Upon completion of construction, each HOME Assisted Unit shall be sold to a County-approved First-Time Homebuyer household to be occupied as a principal place of residence, and if not sold within the period specified herein, shall, as required herein, be rented to an income eligible household. THE BORROWER SHALL ENSURE THAT EACH DEED OF CONVEYANCE TO HOMEBUYERS AND ANY SUCCESSORS OR ASSIGNS SHALL INCLUDE THE CONDITIONS AND RESTRICTIONS, INCLUDING THE REVERTER CLAUSE, IMPOSED BY THE FOUR (4) COUNTY DEEDS REFERENCED ABOVE. At the closing for the sale of each HOME Assisted Unit, the Borrower shall obtain a partial release of the First Mortgage for such unit and the Borrower shall repay the County the entire loan provided by the County for such unit and the County shall provide a partial release of its mortgage from such unit. The County shall use all or part of such repayment as a purchase subsidy to the First-Time Homebuyer. The Borrower shall obtain a second mortgage to the benefit of the County from the First-Time Homebuyer and such mortgage shall secure the purchase subsidy provided to the First-Time Homebuyer.

The Borrower may receive Grant funds for reasonable and necessary operating costs regarded eligible under this Agreement.

3. BORROWER'S ACKNOWLEDGEMENT OF ENVIRONMENTAL CONDITIONS FOR THE RELEASE OF FUNDS:

The Borrower acknowledges and understands that this Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Palm Beach County of an approval of the request for release of funds and certification from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The provision of any funds to the Borrower and/or the project is conditioned on Palm Beach County's determination to proceed with, modify or cancel the project based on the results of the environmental review.

4. THE GRANT AND GRANT EXPENDITURE REQUIREMENTS:

The County shall make the Grant to the Borrower in an amount not to exceed \$95,000 upon the terms and conditions set forth herein.

The Borrower shall take the Grant comprised of HOME funds and expressly agrees to comply with and to perform all of the terms and conditions of this Agreement, including all amendments thereto.

Any HOME funds not drawn or expended by the date provided below shall remain with the County and not be eligible for payment to the Borrower and the County may reallocate such funds for other projects or needs, unless such date is extended by written amendment to this

Agreement. Furthermore, the County shall not be obligated to replace unused or reallocated HOME funds with funds from another source, and the County's right to reallocate such HOME funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations, or from any other funding source, for any reason.

The Borrower recognizes and understands that by entering into this Agreement, the County wishes to further its provision of affordable housing to income qualified households in a timely manner. The Borrower also recognizes and understands that the Borrower's performance as established under this Agreement is critical to the County's efforts in the provision of affordable housing, compliance with HOME requirements, and requirements for the use of HOME funds. The Borrower agrees that **time is of the essence** in regard to the Borrower's completion of the CLT Scattered Sites project which consists of the construction of eight (8) HOME Assisted Units (also referred to herein as "Project").

In recognition of the above, the Borrower shall implement the Project as follows:

- The Borrower shall have drawn **\$95,000 comprising the entire Grant by September 30, 2019.**

5. THE LOAN AND LOAN EXPENDITURE REQUIREMENTS:

The County shall make the Loan to the Borrower in an amount not to exceed the principal amount of **\$654,767** upon the terms and conditions set forth herein, and at the rates and terms set forth in its Promissory Note and Mortgage and Security Agreement (the "Mortgage") which are attached hereto and made a part hereof as Exhibit B and Exhibit C, respectively.

The Borrower shall take the Loan comprised of HOME funds and expressly agrees to comply with and to perform all of the terms and conditions of this Agreement, including all amendments thereto, the Promissory Note, the Mortgage and any other documents evidencing and securing this Loan (collectively hereinafter referred to as the "Loan Documents"). The closing of the Loan, including the execution of the Promissory Note and Mortgage, shall occur at the offices of the County Attorney or such other mutually agreed upon site no later than **October 31, 2017**, unless extended by the County in its sole discretion.

Any HOME funds not drawn or expended by the date provided below shall remain with the County and not be eligible for payment to the Borrower and the County may reallocate such funds for other projects or needs, unless such date is extended by written amendment to this Agreement. Furthermore, the County shall not be obligated to replace unused or reallocated HOME funds with funds from another source, and the County's right to reallocate such HOME funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations, or from any other funding source, for any reason.

The Borrower recognizes and understands that by entering into this Agreement, the County wishes to further its provision of affordable housing to income qualified households in a timely manner. The Borrower also recognizes and understands that the Borrower's performance as established under this Agreement is critical to the County's efforts in the provision of affordable housing, compliance with HOME requirements, and requirements for the use of HOME funds. The Borrower agrees that **time is of the essence** in regard to the Borrower's completion of the Project.

In recognition of the above, the Borrower shall implement the Project as follows:

- The Borrower shall have drawn at least **50% of the Loan, by September 30, 2018.**

- The Borrower shall have drawn **\$654,767 comprising the entire the Loan**, and the Borrower shall complete the construction of all HOME Assisted Units, with all Certificates of Occupancy issued, and such units placed into service (as more fully described herein) by **September 30, 2019**.

6. CONDITIONS PRECEDENT TO LOAN CLOSING:

(A) Conditions Precedent:

The conditions listed below are a condition precedent to the County's acceptance of the Mortgage and disbursement of funds and shall be complied within form and substance satisfactory to the County prior to the closing:

- (i) **Title Insurance:** The Borrower shall provide title insurance for the HOME Assisted Units as follows:

(a) Within thirty (30) days of the effective date hereof, Borrower shall deliver to County a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to County, agreeing to issue to County upon recording of the Mortgage a Lender's Title Insurance Policy in the amount of said Mortgage, subject only to the Permitted Exceptions listed on Exhibit D attached hereto and made a part hereof. Said commitment shall have attached to it copies of all exceptions referred to in the title commitment. The cost of said title commitment and policy and any premium therefore shall be borne by Borrower.

(b) County shall have fifteen (15) days after receipt of the title insurance commitment in which to review the same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Borrower of its objections thereto and Borrower shall act to remove such exceptions, which exception shall be deemed to constitute title defects. The Borrower shall be entitled to thirty (30) days from the day of notification within which to cure such defects or make arrangements with the title insurer for the removal of any such objections from the commitment. If the defect shall not have been so cured or removed from the commitment by endorsement thereto within said thirty (30) day period, the County shall have the option of accepting title as it then exists or terminating this Agreement, by giving written notice thereof to Borrower, in which event the parties shall be relieved of all further obligations hereunder. Notwithstanding the foregoing, County shall not object to any exception necessary for the construction work on the Improvements as contemplated herein.

(c) The title insurance commitment shall be endorsed at closing to remove any and all requirements of pre-conditions to the issuance of a Lender's Title Insurance Policy, and to delete any exceptions for: (1) any rights or claims or parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Premises; (3) unrecorded easements and claims of liens; (4) taxes for the year 20_17_ and all prior years; (5) matters arising or attaching subsequent to the effective date of the commitment but before the Mortgage becomes recorded in the Public Records, except those matters necessary for the construction work on the Improvements as contemplated herein.

- (ii) **Survey:** The Borrower shall provide a separate survey for each HOME Assisted Unit as follows:

Borrower shall, concurrent with the submission of the above mentioned title commitment, deliver to the County a current certified survey of the Premises, prepared by a surveyor acceptable to the County, showing the following:

- (a) The location of the perimeter of the Premises by courses and distances and perimeter footings in place, and by reference to Township, Range, Section unless platted, in which case, reference shall be to Tract, or Lot and Block per Plat.
 - (b) The location of and the identification by reference to recording data of all easements, rights-of-way, conditions and restrictions on or appurtenant to the Premises.
 - (c) The location of all building setback lines.
 - (d) The lines of the streets abutting the Premises and the width thereof.
 - (e) All encroachments, and the extent thereof, in feet and inches upon the Premises.
 - (f) Flood zone certification.
 - (g) Any other notations required for the deletion of the survey exception from the Title Insurance Policy to be issued in accordance with Section 6(A)(i) above and any other requirements requested by the County.
 - (h) The survey shall be certified to: Palm Beach County, a political subdivision of the State of Florida.
- (iii) Promissory Note: The Promissory Note, in a form acceptable to the County Attorney, shall be duly authorized, executed and delivered to the County;
- (iv) Mortgage: The Mortgage, in a form acceptable to the County Attorney, shall be duly authorized, executed, acknowledged, delivered to the County, and when recorded, shall be a valid mortgage lien on the Premises and on all fixtures and personal property owned by Borrower to be used in connection with the Improvements. The legal description for the Premises that is to be used in the Mortgage shall consist of the individual legal descriptions of all HOME Assisted Units as derived from the above mentioned title commitments.

The following conditions shall apply to the Mortgage:

- (a) The Mortgage shall not be subject to any prepayment penalty.
 - (b) The Mortgage shall become immediately due and payable upon an unpermitted sale, transfer, or refinancing of the Premises.
 - (c) The Mortgage shall be non-assumable, unless the County has otherwise consented.
- (v) Mortgagor's Affidavit: An affidavit of Borrower shall be executed and delivered to the County as required by the title insurer as noted in Section 6(A)(i) above, certifying to all such facts as are required to delete the Standard Exceptions from the Lender's Title Insurance Policies and certifying that no liens exist on the Premises for taxes not yet due and payable and that no other parties are entitled to possession except as otherwise provided therein.
- (vi) Public Requirements: The Borrower shall deliver to the County:
- (a) Letters from local utility companies or municipal authorities stating that electricity, telephone, sewer and water facilities will be available to the Premises upon the completion of the intended Improvements.
 - (b) A letter from the appropriate Zoning Department certifying as to compliance with all zoning and land use regulations including but not limited to compliance with parking requirements, a copy of the applicable zoning ordinances certified by an appropriate official to be a complete and accurate statement thereof, and an up-to-date zoning map similarly certified.

(c) Evidence satisfactory to the County that all roads necessary for the full utilization of the intended Improvements for their intended purposes have either been acquired by the appropriate governmental authorities or have been dedicated to public use and accepted by such governmental authorities and that all necessary steps have been taken by Borrower and such governmental authorities to assure the complete construction and installation thereof.

(d) Copies of any subdivision plats, restrictive covenants, plans of developments, and any other documents required by the local zoning and subdivision ordinances, and such other documents required by and satisfactory to the County; and evidence satisfactory to the County and its counsel that the Final Plans conform to all federal, state, and local laws, ordinances, rules and regulations, including, but not limited to, laws of the State of Florida regulating air and water pollution and land use.

(e) Copies of any necessary approvals from appropriate environmental protection agencies.

(f) Satisfactory soil test report.

(vii) Corporate Documents: The Borrower shall deliver to the County the following documents:

(a) The Articles of Incorporation of the Borrower and all amendments thereof, certified by the appropriate official of the State of Florida, together with certificates of such official to the effect that Borrower is in good standing therein.

(b) Certified resolutions of the Borrower authorizing the execution and delivery of this Agreement, the Mortgage, Promissory Note and all other documents necessary or desirable, for the consummation of the transactions contemplated by this Agreement.

(viii) Flood Insurance: The Borrower shall deliver to the County evidence satisfactory to the County either that the Premises are not within a hazardous flood area as designated by the Department of Housing and Urban Development and any other governmental authority, or if the Premises are within such a hazardous area, that the Premises are covered by flood insurance supplied by the federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsements thereto providing for the County's interests in the same manner as the Builder's Risk Insurance, including without limitation that such insurance will not be canceled without a 30-day notice to the County. Borrower agrees that the County shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums. Any funds disbursed to continue said policies in full force and effect shall be considered as Disbursements hereunder and shall bear interest from the date of disbursement at the same rate as other Disbursements and payment of said funds and interest shall be secured by the Mortgage. Satisfactory evidence of flood area designation shall be a certification from the Surveyor appearing on the survey drawing.

(ix) First Mortgage: The closing of the First Mortgage shall have occurred, and First Mortgage documents shall be presented to County.

(x) Opinion of Borrower's Counsel: The Borrower shall deliver to the County an opinion of counsel for Borrower and addressed to the County, such counsel to be reasonably satisfactory to the County, to the effect that:

(a) This Agreement and all Loan Documents and any other documents required to be delivered hereunder have been duly authorized, executed and delivered and are valid, binding and enforceable in accordance with their terms subject to applicable bankruptcy, insolvency, and similar laws affecting rights of creditors.

(b) That Borrower is a Florida non-profit corporation in good standing under the laws of the State of Florida and has all the necessary power and authority to undertake its obligations hereunder.

(c) That to the best of counsel's knowledge, the execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not violate any Federal, Florida, or local law, rule or regulation.

(d) That the execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not (1) violate the Borrower's Articles of Incorporation, or (2) to counsel's knowledge, constitute a breach of or a default under any agreement or instrument to which the Borrower is a party or by which it or its assets are bound or result in the creation of a mortgage, security interest or other encumbrance upon the assets of the Borrower (except as set forth in the Loan Documents), or (3) to counsel's knowledge, violate a judgment, decree or order of any court or administrative tribunal, which judgment, decree or order is binding on the Borrower or its assets.

(e) That to counsel's knowledge, and based on a certificate to be provided by Borrower, there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Borrower or the Premises, including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debtor-creditor proceedings under the Bankruptcy Code or any similar statute.

(f) That the liens of the Mortgage are valid liens on the Premises and the security interests described in the Mortgage are good and valid security interests.

(g) Such other matters as the County may reasonable require.

(xi) Budget and Schedule: The Borrower shall deliver to the County a current project budget and a production schedule.

(B) Expenses:

It shall be a condition to closing that the Borrower shall have paid, or shall pay, all those fees and charges due and payable or ordered paid by the County as provided herein under Section 7 of this Agreement entitled Expenses.

(C) Other Documents:

The Borrower shall deliver to the County such other documents and information as the County may reasonably require.

(D) Representations and Warranties:

The representations and warranties of Borrower as set forth in this Agreement and the Loan Documents are true and correct.

(E) Inability to Close Loan:

Either party may terminate this Agreement upon written notice to the other party if the contingencies to close the Loan or conditions precedent to closing will not be met by the date set herein for the closing of the Loan and the County does not agree, in its sole discretion, to extend the closing deadline.

7. EXPENSES:

The Borrower shall pay fees and charges incurred in the procuring and making of this Loan, if applicable, and other reasonable expenses incurred by the County related to the administration of the Loan, including but not limited to, Title Insurance Company's fees and premiums, charges for examination of title to the Premises, expenses of surveys, recording expenses, any and all insurance premiums, taxes, assessments, water rates, sewer rates

and other charges, liens and encumbrances upon the Premises, annual loan servicing, rental compliance monitoring fee, and administrative fee as applicable, and any other amounts necessary for the payment of the costs of Improvements, or as otherwise enumerated in any other Loan Document.

8. HOUSING UNITS TO BE CONSTRUCTED AND MAXIMUM AMOUNT OF LOAN PER HOME ASSISTED UNIT:

The Borrower shall construct the following HOME Assisted Units and the Borrower may borrow up to the amount shown below for each:

HOME Assisted Unit #1:

Unit type: detached unit

Unit size: four-bedroom/two-bathroom

Address: 2658 Kirk Road, Palm Springs

Other identifying information: on the property shown in Exhibit A-1

HOME funds that may be borrowed for this unit through this Agreement: up to **\$111,000**

HOME Assisted Unit #2:

Unit type: attached unit/one-half of duplex (north unit)

Unit size: three-bedroom/two-bathroom

Address: unassigned

Other identifying information: on the north side of the property shown in Exhibit A-2

HOME funds that may be borrowed for this unit through this Agreement: up to **\$104,000**

HOME Assisted Unit #3:

Unit type: attached unit/one-half of duplex (south unit)

Unit size: three-bedroom/two-bathroom

Address: unassigned

Other identifying information: on the south side of the property shown in Exhibit A-2

HOME funds that may be borrowed for this unit through this Agreement: up to **\$103,999**

HOME Assisted Unit #4:

Unit type: detached unit (north unit)

Unit size: two-bedroom/two-bathroom

Address: 3980 Park Lane and 2790 Kirk Rd, Palm Springs

Other identifying information: on the north side of the property shown in Exhibit A-3

HOME funds that may be borrowed for this unit through this Agreement: up to **\$105,256**

HOME Assisted Unit #5:

Unit type: detached unit (middle unit)

Unit size: two-bedroom/two-bathroom

Address: 3980 Park Lane and 2790 Kirk Rd, Palm Springs

Other identifying information: on the middle portion of the property shown in Exhibit A-3

HOME funds that may be borrowed for this unit through this Agreement: up to **\$105,256**

HOME Assisted Unit #6:

Unit type: detached unit (south unit)

Unit size: two-bedroom/two-bathroom

Address: 3980 Park Lane and 2790 Kirk Rd, Palm Springs

Other identifying information: on the south side of the property shown in Exhibit A-3

HOME funds that may be borrowed for this unit through this Agreement: up to **\$105,256**

HOME Assisted Unit #7:

Unit type: detached unit (east unit)

Unit size: three-bedroom/two-bathroom

Address: 2634 Kirk Road, Palm Springs

Other identifying information: on the east side of the property shown in Exhibit A-4

HOME funds that may be borrowed for this unit through this Agreement: up to **\$10,000**

HOME Assisted Unit #8:

Unit type: detached unit (west unit)

Unit size: three-bedroom/two-bathroom

Address: 2634 Kirk Road, Palm Springs

Other identifying information: on the west side of the property shown in Exhibit A-4

HOME funds that may be borrowed for this unit through this Agreement: up to **\$10,000**

According to applicable HOME regulations at 24 CFR 92.250 which establish the maximum per-unit subsidy amount for affordable housing, the total amount of HOME funds that may be expended on a per-unit basis shall not exceed the following per-unit dollar limitation:

- For a two-bedroom unit: \$196,672.80
- For a three-bedroom unit: \$254,431.20
- For a four-bedroom unit: \$279,285.60

The parties accordingly recognize that the amounts to be funded through this Agreement for HOME Assisted Unit #1 through HOME Assisted Unit #8 are all within the established per-unit dollar limitation of 24 CFR 92.250 and are therefore in compliance with 24 CFR 92.250.

This Section may be amended to reduce the number of HOME Assisted Units to be constructed provided that the total amount of HOME funds expended per unit on the remaining HOME Assisted Units does not exceed the per-unit subsidy amount limitations established by the HOME regulations as set forth above. The Amendment, which shall be executed by the Borrower and the County, may include a corresponding reduction in the amount of HOME funds made available by the County to the Borrower.

9. DISBURSEMENT OF FUNDS FOR ELIGIBLE COSTS AND CONDITIONS PRECEDENT TO DISBURSEMENT OF FUNDS:

Any disbursement of Loan and/or Grant funds is subject to the satisfactory completion of an environmental review and County's receipt of approval from HUD to release funds.

The disbursement of Loan and/or Grant funds is also subject to Borrower receiving approval of the following two applications from the Village of Palm Springs:

- Minor Site Plan Application – 3600 Block of Kirk Road (1 duplex)
- Minor Site Plan/Unity of Title Application – Kirk Road & Park Lane (3 homes)

In the event the approval process for the Borrower's applications is delayed or one or both applications are denied, the Director of the County's Department of Housing and Economic Sustainability (HES) may, at his sole discretion, authorize the release of a portion of the funds for the construction of one or more of the other HOME Assisted Units. The County shall also have the option of terminating this Agreement if it decides the Project is not a viable one.

The following is provided in connection with the Borrower's receipt of Loan funds:

The Borrower acknowledges and understands the importance of tracking its expenditures associated with each HOME Assisted Unit individually in order to clearly establish the development cost of each HOME Assisted Unit, the level of HOME funding for each HOME Assisted Unit and the level of subsidy for the occupants of each HOME Assisted Unit.

The Borrower shall track the amount of HOME funds it receives for each HOME Assisted Unit individually in order to clearly establish the level of HOME funding for each such unit. The Borrower shall accordingly maintain records clearly evidencing its expenditures for each HOME Assisted Unit individually including, but not limited to, contracts, invoices, receipts and bank statements, and where expenditures affect more than one HOME Assisted Unit, a record of how the Borrower allocated its expenditures for each HOME Assisted Unit. When requesting reimbursement for its expenditures on the eligible costs outlined herein, the Borrower shall demonstrate to the County how it allocated its expenditures for each HOME Assisted Unit. No duplications shall be permitted and the County shall only allow documentation presented by the Borrower to establish its expenditures for each HOME Assisted Unit that the County deems acceptable in its sole opinion.

The Borrower may receive reimbursement or payment for the below enumerated eligible cost categories provided the Borrower has complied with the requirements of this Agreement in connection with such cost categories.

(A) Closing Costs Associated with the County Loan:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, for closing costs associated with the closing on the Loan for HOME funds made available herein including: title insurance, settlement fees, recording fees, State documentary stamp and intangible taxes, wire and courier charges, and any other closing costs deemed acceptable to the County.

(i) A letter from the Borrower, on the Borrower's letterhead, shall be provided for the reimbursement request pertaining to the aforesaid closing costs. The letter shall reference the Project, the date of this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of said costs, as well as the name and signature of a person authorized by the Borrower to make such a request.

(ii) Evidence of payment made by the Borrower for said costs shall accompany the reimbursement request and include a copy of the signed closing statement(s) where the closing costs are shown.

(iii) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined.

(B) Project Management Consultant Fees:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, for the fees of a consultant retained to be the project manager ("Project Manager") provided that:

(i) The County shall have received a copy of the Project Manager's contract provided that the contract was entered into after July 11, 2017. Subsequently, the Borrower shall provide the County a copy of all executed change orders to said contract.

(ii) The reimbursement by the County to the Borrower shall be at a **rate not to exceed 50% of the amount paid** by the Borrower to the Project Manager.

(iii) A letter from the Borrower, on the Borrower's letterhead, shall be provided for each reimbursement request pertaining to the aforesaid fees. The letter shall reference the Project, the date of this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of said fees at the rate identified above, as well as the name and signature of a person authorized by the Borrower to make such a request.

(iv) Evidence of payment made by the Borrower for said fees shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after July 11, 2017.

(v) A copy of the Project Manager's invoice prompting the Borrower's payment shall accompany each reimbursement request letter.

(vi) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined.

(C) Architectural/Engineering Consultant Fees:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, for the fees of a Florida Registered Architect who provides architectural services for the Project and the fees of any Florida Professional Engineers, as sub-consultants of the Florida Registered Architect, who provide engineering services for the Project provided that:

(i) The County shall have received a copy of the Florida Registered Architect's contract provided that the contract was entered into after July 11, 2017, and provided that said contract include the services of the Florida Registered Architect and those of any engineering sub-consultants. Subsequently, the Borrower shall provide the County a copy of all executed change orders to said contract.

(ii) The reimbursement by the County to the Borrower shall be at a **rate not to exceed 50% of the amount paid** by the Borrower to the Florida Registered Architect.

(iii) A letter from the Borrower, on the Borrower's letterhead, shall be provided for each reimbursement request pertaining to the aforesaid fees. The letter shall reference the Project, the date of this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of said fees at the rate identified above, as well as the name and signature of a person authorized by the Borrower to make such a request.

(iv) Evidence of payment made by the Borrower for said fees shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after July 11, 2017.

(v) A copy of the Florida Registered Architect's invoice prompting the Borrower's payment shall accompany each reimbursement request letter.

(vi) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined.

(D) Building Permits, Utility Connection Fees and Impact Fees:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, for building permits, impact fees, and utility connection fees associated with the Project provided that:

(i) A letter from the Borrower, on the Borrower's letterhead, shall be provided for each reimbursement request pertaining to the aforesaid fees. The letter shall reference the Project, the date of this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of said fees, as well as the name and signature of a person authorized by the Borrower to make such a request.

(ii) Evidence of payment made by the Borrower for said fees shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after July 11, 2017.

(iii) A copy of the permit application (or similar document) issued by the entity levying the fee and showing the amount of the fee owed shall accompany each reimbursement request letter.

(iv) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined.

(E) Construction Costs:

The Borrower shall enter into one construction contract with a prime contractor covering all construction work associated with the Project (including site preparation, construction of on-site infrastructure, site improvements and amenities). The construction contract may include the cost of general conditions, builder's profit and overhead, builder's risk insurance and bonding costs. The construction contract shall contain a separate schedule of values for each HOME Assisted Unit.

The construction contract shall include the construction contract requirements associated with the use of HOME funds for this Project as more fully delineated herein.

The Borrower may request reimbursement from the County for payments made by the Borrower after July 11, 2017, under the construction contract provided that such construction contract was entered into after July 11, 2017, and provided that:

(i) Reimbursements made hereunder shall be limited to on-site construction improvements and shall exclude the cost of off-site improvements.

(ii) The County shall have received a copy of the construction contract (including all attachments such as plans and specifications). Subsequently, the Borrower shall provide the County a copy of all executed change orders to the construction contract bearing the approval of the Consultant.

(iii) The County shall have received a copy of the First Mortgage lender's consultant's plan and cost review either addressed to or certified to the County, or accompanied by a reliance letter in favor of the County, stating that the costs contained in the prime contractor's construction contract are reasonable. The First Mortgage lender's consultant preparing the plan and cost review shall be an adequately credentialed consultant independently retained by the First Mortgage lender and not a subcontractor of the prime contractor.

(iv) Borrower shall submit to County a schedule of values for the construction of the Project. The schedule of values shall be submitted prior to or with the first draw request.

(v) A letter from the Borrower, on the Borrower's letterhead, shall be provided for each reimbursement request pertaining to construction costs. The letter shall reference the Project, the date of this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement of construction costs, as well as the name and signature of a person authorized by the Borrower to make such a request.

(vi) Evidence of payment made by the Borrower for construction costs shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after July 11, 2017.

(vii) A copy of the prime contractor's request for payment prompting the Borrower's payment shall accompany each reimbursement request letter. The contractor shall be required to use American Institute of Architects (AIA) form G702/703, or an equivalent form, to request payment, and the Consultant shall approve the contractor's payment request on each such form.

(viii) The Borrower shall withhold a minimum of five percent (5%) retainage on each payment requested by the prime contractor, which retainage shall only be released to the prime contractor with the final payment upon the prime contractor's (and subcontractors') full compliance with the terms and conditions of the construction contract including compliance with the requirements associated with the use of HOME funds for this Project (such as the Davis-Bacon and Related Acts where applicable). The Borrower shall obtain the County's approval to release the accumulated retainage.

(ix) A cost allocation spreadsheet identifying the HOME Assisted Units for which the Borrower wishes to receive reimbursement, the amount attributable to each such unit and an explanation of how the cost distribution was determined. The Borrower shall take into account any expenditures made in connection with off-site improvements.

(F) Developer Fees:

The Borrower may request, and the County shall disburse, no more than \$61,000 (which represents approximately 9.33% of the Loan) as a developer as specified below:

The Borrower may receive payment of a **developer fee not to exceed \$7,625 per HOME Assisted Unit** for each of eight (8) HOME Assisted Units as follows:

(i) **\$2,325:** upon presentation to the County of a building permit for the HOME Assisted Unit as issued by the Village of Palm Springs.

(ii) **\$2,650:** upon completion of at least 50% of construction work on the HOME Assisted Unit as evidenced by the prime contractor's request for payment approved by the Consultant.

(iii) **\$2,650:** upon presentation to the County of a Certificate of Occupancy for the HOME Assisted Unit as issued by the Village of Palm Springs.

The County shall, in its sole discretion, determine the sufficiency of the documentation submitted by the Borrower for the payment of developer fees.

(G) Other Costs Not Listed Above:

The Borrower may submit a request to the County for reimbursement of payments made by the Borrower after July 11, 2017, in connection with the Project, and the County shall reimburse the Borrower for such payments from the Loan funds, provided that:

(i) The County, in its sole discretion, shall have determined that the costs requested for reimbursement are eligible costs under HOME.

(ii) The Borrower's payment for any such costs shall have occurred after July 11, 2017.

(iii) The Borrower shall have provided the County with a written reimbursement request for costs deemed eligible by the County, along with evidence of payment, and other supporting documentation as established by the County and communicated to the Borrower upon the County's determination that the costs requested for reimbursement are eligible costs under HOME.

The following is provided in connection with the Borrower's receipt of Grant funds:

The Borrower may receive payment for the below costs as the disbursement of Grant funds in an amount not to exceed **\$95,000** subject to HES approval as follows:

(H) Developer Fees:

The Borrower may receive payment of a **developer fee not to exceed \$11,875 per HOME Assisted Unit** for each of eight (8) HOME Assisted Units as follows:

(i) **\$3,875:** upon presentation to the County of a building permit for the HOME Assisted Unit as issued by the Village of Palm Springs.

(ii) **\$4,000:** upon completion of at least 50% of construction work on the HOME Assisted Unit as evidenced by the prime contractor's request for payment approved by the Consultant.

(iii) **\$4,000:** upon presentation to the County of a Certificate of Occupancy for the HOME Assisted Unit as issued by the Village of Palm Springs.

The County shall, in its sole discretion, determine the sufficiency of the documentation submitted by the Borrower for the payment of developer fees.

10. SPECIAL PROVISIONS:

The Borrower expressly agrees to the following terms and conditions:

(A) Development:

Borrower shall endeavor to develop the Premises substantially in accordance with the proposal submitted by Borrower in response to County's Request for Proposals RFP DES.2017.1(RFP). In the event of a conflict between a HOME funding requirement, a specific term of this Agreement, and an element of Borrower's proposal, the more stringent requirement will prevail.

(B) Project Consultant:

The Borrower shall enter into a contract with an architectural consultant, who shall be a Florida Registered Architect, and designate the architectural consultant as the "Consultant" for this Project. The Consultant shall prepare construction specifications for the Project, review all construction costs and change orders, coordinate any asbestos abatement work with the construction work, supervise the construction of the Project, review and approve all construction contractor payments, and provide HES with written certification that the work has been completed acceptably in accordance with the plans and specifications

(C) Property Standards:

Borrower shall construct all HOME Assisted Units in compliance with all applicable State and local codes, ordinances and zoning requirements. All construction must meet State or local residential and building codes, as applicable, or in the absence of a State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. All HOME Assisted Units shall be constructed to mitigate the impact of potential disasters, such as hurricanes or flooding, in accordance with such governmental regulations. All HOME Assisted Units must meet the applicable requirements upon completion of construction and shall be maintained in compliance with all such State and local codes, ordinances and zoning requirements for the duration of the affordability period required by the Loan Documents. This requirement shall survive the expiration or earlier termination of this Agreement.

(D) Certificate of Occupancy:

Upon the completion of construction of each HOME Assisted Unit and the Borrower's receipt of the final Certificate of Occupancy for each such unit from the building department with jurisdiction over this Project, the Borrower shall provide the County a copy of the Certificate of Occupancy for each such unit.

(E) Prohibition Against the Use of Materials Containing Asbestos:

The Borrower shall ensure that its bid and construction contract documents contain a prohibition against the use of any materials containing asbestos in connection with the construction of all HOME Assisted Units described herein. Said documents must clearly state that all materials to be used in connection with the construction of these units shall be asbestos-free.

(F) Energy Efficiency:

The Borrower is encouraged to construct all HOME Assisted Units such that they meet the current edition of the Model Energy Code published by the Council of American Building Officials, and, to the greatest extent possible, shall meet the standards established by the United States Environmental Protection Agency, in the publication titled *A Green Home Begins with ENERGY STAR Blue* or in the Version 6.0 Standard of the Florida Green Building Coalition (www.floridagreenbuilding.org).

The Borrower is encouraged to incorporate the following elements into its development plan:

- (i) Energy-efficient Construction Techniques and Products.
- (ii) Improved Indoor Environments:
- (iii) Increased Water Efficiency:

(G) Civil Rights and Section 504 Compliance:

The Borrower shall ensure that no person shall on the ground of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information, 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.

The Borrower shall also comply with 24 CFR 5.105(a) regarding discrimination.

The Borrower shall comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

(H) Opportunities for Small and Minority/Women-owned Business Enterprises:

In connection with the procurement of all contracts for supplies, equipment, construction, or services funded, in part or in whole, with funds made available through this Agreement, the Borrower shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources to the maximum feasible opportunity in order to compete for contracts to be performed pursuant to this Agreement.

The provisions of this Subparagraph (H) do not apply, however, to contracts for supplies, equipment, construction, or services not funded, in part or in whole, with funds made available through this Agreement, such as contracts entered into by the Borrower for the operation and maintenance of the Project.

(I) HUD Section 3 Clause:

The Borrower agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, as they apply to Section 3 Covered Contracts exceeding \$100,000 when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For the purposes of this Agreement, the requirements of Section 3 shall apply to the herein described construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts exceeding \$100,000 arising from said construction contract, all herein described consultant contracts exceeding \$100,000 for architectural, landscape architecture, surveying, engineering, and related professional services, and all subcontracts exceeding \$100,000 arising from said consultant contracts entered into on or after October 7, 2014.

The Borrower shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract issued on or after October 7, 2014, for every Section 3 Covered Project:

Section 3 Clause:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees

and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(v) The contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(vi) Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(J) Bonding Requirements:

Construction contracts and subcontracts exceeding \$100,000 shall require a performance bond and a separate payment bond each in the amount of one hundred percent (100%) of the construction contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the construction contract. During the construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

(K) Requirements Applicable to Construction Contract and Consultant Contracts:

The Borrower shall, in connection with the award of the construction contract to be funded, in part or in whole, through this Agreement, request the County for a document containing the HOME requirements applicable to the construction contract, and shall incorporate such document into its construction contract for the Project. Additionally, the Borrower shall impose the requirements contained therein on its prime contractor and all of the prime contractor's subcontractors. The Borrower shall also, in connection with the award of each consultant contract, if funded in part or in whole through this Agreement, request the County for a document containing the HOME requirements applicable to consultant contracts, shall incorporate such document into each consultant contract for the Project, and shall impose the requirements contained therein on all affected consultants and their subconsultants.

11. INCOME REQUIREMENTS FOR OCCUPANT HOUSEHOLDS:

(A) Requirements for HOME Assisted Units that are sold by the Borrower:

All HOME Assisted Units that are sold by the Borrower may only be sold to, and occupied by, First-Time Homebuyers who, at the time of sale, are households whose incomes, adjusted by family size, are at no more than eighty percent (80%) of Area Median Income (hereinafter "AMI"). AMI shall mean the most current area median income published by HUD for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

First-Time Homebuyer shall mean an individual or household who have not owned a home during the three-year period prior to application for HOME assistance to the Borrower. The term First-Time Homebuyer also includes an individual who is a Displaced Homemaker or Single Parent.

Displaced Homemaker shall mean an individual who: 1) is an adult; 2) has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and 3) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Single Parent shall mean an individual who: 1) is unmarried or legally separated from a spouse (living in another country or in documented instances of domestic violence); and 2) has one or more minor children of whom the individual has custody or joint custody, or pregnant.

The subsequent sale of HOME Assisted Units by the initial occupant households shall be subject to the requirements of the Second Mortgage provided herein as Exhibit F and described in Section 13 below.

(B) Requirements for HOME Assisted Units that are rented by the Borrower:

All HOME Assisted Units that are rented by the Borrower to tenants as required below, shall be initially occupied by tenant households whose incomes, adjusted by family size, are at no more than eighty percent (80%) of AMI at the time these units are first occupied. Subsequent tenant households that occupy these units at any time thereafter, shall also have household incomes, adjusted by family size, that are at no more than eighty percent (80%) of AMI at the time these tenant households occupy these units.

THE REQUIREMENTS AND RESTRICTIONS SET FORTH IN THIS SECTION 11, INCOME REQUIREMENTS FOR OCCUPANT HOUSEHOLDS, SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE COVENANTS RUNNING WITH THE LAND FOR THE AFFORDABILITY PERIOD SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, THESE COVENANTS SHALL TERMINATE UPON DISPOSITION OF THE PREMISES AND IMPROVEMENTS BY FORECLOSURE OR INSTRUMENT IN LIEU OF FORECLOSURE.

12. AFFIRMATIVE MARKETING:

In furtherance of the County's commitment to non-discrimination and equal opportunity in housing, the County's Department of Housing and Economic Sustainability (HES) has established policies and procedures to affirmatively market housing units produced through the use of these funds. These affirmative marketing procedures are implemented comprehensively for all housing programs through HES and aim to effect greater participation of eligible persons without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

The Borrower, in order to carry out the requirements and procedures of HES's Affirmative Marketing Program, shall comply with the following procedures:

- (i) Use the Equal Opportunity logo or slogan in advertisements;
- (ii) Solicit applications from persons in the housing market area who are not likely to apply for housing without special outreach. The Borrower may satisfy this requirement by posting a notice of vacancies in any or all of the following:
 - Community Organizations
 - Fair Housing Groups
 - Housing Counseling Agencies
 - Commercial Media
 - Employment Centers
 - Local Public Housing Authorities (PHA's) or Other Similar Agencies
 - Mobile Home Communities
 - Agencies for the disabled
 - Churches and other related organizations
- (iii) Borrower shall keep records of its efforts to affirmatively market units and the Borrower shall provide HES copies of its records, including advertisements, minutes of meetings, income documentation, and census tract information, as applicable, as evidence of the Borrower's efforts.

The requirements of this Section shall survive the expiration of this Agreement.

13. SALE OF HOME ASSISTED UNITS FOR HOMEOWNERSHIP:

(A) Diligent Effort to Sell and Conversion to Rental Property:

The Borrower shall diligently undertake the Project such that all newly constructed HOME Assisted Units are sold and occupied by income certified households according to these requirements, that is, placed into service, by the date specified in Section 5. For each HOME Assisted Unit, if the Borrower is not able to enter into a "ratified sales contract" for the HOME Assisted Unit with an eligible First-Time Homebuyers within nine (9) months of the date of completion of construction, then the HOME Assisted Unit shall be rented to an eligible tenant according to the requirements of Section 14 below. The date of completion of construction shall be the date of the Certificate of Completion or Certificate of Occupancy as issued by the building department with jurisdiction over the HOME Assisted Unit. For the purposes of this clause, a "ratified sales contract" shall mean a legally binding and enforceable agreement that has been agreed to by both the homebuyer and the Borrower and that specifies the price, proposed closing and occupancy dates, type of mortgage financing sought by the homebuyer and any contingencies.

(B) Duration of Applicability and Resale by First-Time Homebuyers:

These requirements shall apply to each HOME Assisted Unit sold by the Borrower for the duration of thirty (30) years beginning with the date the initial First-Time Homebuyer acquires fee simple title to the HOME Assisted Unit. Subsequent sales of each HOME Assisted Unit during the aforesaid thirty (30) year period may only be made to First-Time Homebuyers.

(C) Permanent Ownership Housing:

All HOME Assisted Units sold by the Borrower shall be conveyed to be the principal place of residence of the First-Time Homebuyers.

(D) Homebuyer Income Certification:

The Borrower shall, for each First-Time Homebuyer intending to purchase a HOME Assisted Unit, submit, or cause to be submitted by a non-profit organization affiliated with the Borrower, the prospective homebuyer's household income information to HES to enable HES to income certify the homebuyer. The information submitted for each prospective homebuyer's household shall include income information for all persons intending to live in the HOME Assisted Unit.

At such time, the Borrower, or said affiliated non-profit organization, shall also submit to HES documentation showing that each homebuyer meets the definition of a First-Time Homebuyer as provided herein.

HES income certifications of homebuyers shall be valid for a period of six (6) months. The Borrower shall, for homebuyers who have been income certified by HES and who have not completed their purchase of a HOME Assisted Unit by acquiring a fee simple title to such unit within the aforesaid six-month period, resubmit, or cause to be resubmitted by the affiliated non-profit organization, the prospective homebuyer's household income information to HES to enable HES to income certify the homebuyer for an additional period of six (6) months.

Submission of the above documentation or information by a non-profit organization affiliated with the Borrower shall not relieve the Borrower of the Borrower's responsibility under this Agreement.

(E) Purchase Price:

The Purchase Price at which the Borrower shall sell each HOME Assisted Unit shall be no more than the lesser of:

- (i) 95% of the median purchase price of homes for the area using the Federal Housing Administration's single family mortgage program data for newly constructed housing in effect at the time the Borrower enters into a Sales Contract with the homebuyer and as provided by HES to the Borrower from time to time; or

- (ii) The appraised value of the home based on an appraisal prepared by an appraiser qualified to perform property appraisal services in the State of Florida, prepared in conformance with the Uniform Standards of Professional Appraisals Practice (USPAP) and prepared within 90 days of the date of the Sales Contract with the homebuyer.

The Borrower shall, prior to entering into a Sales Contract, obtain HES approval of the Purchase Price for each HOME Assisted Unit.

(F) Homebuyer's Debt Capacity:

The Borrower shall cap the amount of debt that each homebuyer of a HOME Assisted Unit may borrow towards the purchase of such a unit such that homebuyer's household does not expend more than thirty-five percent (35%) of the household's gross income, as calculated by HES, on the sum of the mortgage principal and interest, land lease, real estate taxes, property insurance, and homeowner association fees for the HOME Assisted Unit at the time of occupancy. This cap shall apply to the combined debt to be serviced by the homebuyer in connection with the purchase of a HOME Assisted Unit regardless of the source of financing of such debt, that is, regardless of whether the source of financing is from an institutional lender, a public agency, or a combination of the aforesaid.

(G) Guidance and First Mortgage Source and Amount:

The Borrower shall provide guidance and information to prospective homebuyers regarding the financial arrangements of the intended purchase transaction and shall assist prospective homebuyers in seeking first mortgage financing for the purchase of HOME Assisted Units. Prospective homebuyers may only obtain first mortgage financing for HOME Assisted Units from an institutional lender or from a public agency. The amount of the first mortgage to be borrowed by prospective homebuyers shall be subject to HES approval and shall be such that it maximizes the debt burden on the prospective homebuyer having taken into account the prospective purchaser's credit worthiness, the debt capacity described above and the Subsidy Criteria provided in more detail below.

(H) Determining the County's Homebuyer Purchase Subsidy:

The Borrower shall, at closing for the sale of each HOME Assisted Unit pay the County the total amount of HOME funds borrowed in connection with such unit plus interest, if any, as indicated in the Promissory Note. The County may, based on its underwriting of the HOME Assisted Unit's homebuyer, provide up to the amount of the payment the County receives from the Borrower at closing, but no more than the portion of the Loan amount allocated to such unit, as a purchase subsidy to the homebuyer. All amounts above the County's purchase subsidy to the homebuyer, up to the amount of the Borrower's payment due to the County at closing, shall be delivered to the County at closing. The County shall use the Subsidy Criteria shown in Exhibit E, attached hereto and made a part hereof, in its underwriting of the homebuyer. The homebuyer shall, at closing, provide the County a Second Mortgage and Promissory Note in exchange for the receipt of the purchase subsidy as more fully described below. In the event of a conflict between any of the requirements contained in the body of this Agreement and the requirements contained in Exhibit E, the Agreement's requirements shall govern and control unless the Director of HES approves an exception as provided for in Exhibit E.

(I) Mandatory Counseling:

Prior to closing, each prospective homebuyer of a HOME Assisted Unit shall attend and complete eight (8) hours of homeownership counseling including at least six (6) hours in a classroom setting and two (2) hours of one-on-one (individual) counseling sessions. Homeownership counseling must be conducted by a HUD-approved counseling agency identified by HES. Each prospective homebuyer shall obtain and provide HES a copy of a certificate issued by the counseling Borrower evidencing attendance and completion of the above described counseling. The certificate shall be valid for a one (1) year period from its date of issue and must show name of the provider, the date(s) of counseling, the total number of hours of counseling, the signature of the authorized counselor.

The provision of the homebuyer's counseling certificate to HES shall be a pre-condition for closing.

(J) Closing Statement:

In order to assure that these requirements have been met, the Borrower shall, prior to the closing for the sale of each HOME Assisted Unit, provide the closing statement to HES for approval. The Borrower shall not proceed with closing unless HES has approved the closing statement for each sale.

(K) Deed Restriction, Second Mortgage, Promissory Note and Release and Satisfaction of the Mortgage:

For each HOME Assisted Unit, the Borrower shall, at the closing, cause each HES approved prospective homebuyer to execute, in favor of the County, a Second Mortgage and Promissory Note in the amount of the purchase subsidy which documents are provided in Exhibit F attached hereto and made a part hereof. Said Second Mortgage shall encumber the buildings and improvements being conveyed by the Borrower to the HES approved prospective homebuyer. The Borrower shall provide consent and joinder to said Second Mortgage as set forth in Exhibit F.

In exchange for the receipt of said Second Mortgage and Promissory Note and the Borrower's repayment of that portion of the Loan associated with the HOME Assisted Unit being sold, the County shall provide a HOME Partial Release of Mortgage for the lot associated with the HOME Assisted Unit being sold by the Borrower. The HOME Partial Release of Mortgage shall remove the lien of the Mortgage from the HOME Assisted Unit being sold.

THE COUNTY SHALL NOT PROVIDE A HOME PARTIAL RELEASE OF MORTGAGE UNLESS IT HAS CONFIRMED THAT THE DEED OF CONVEYANCE TO A HOMEBUYER INCLUDES THE CONDITIONS AND RESTRICTIONS, INCLUDING THE REVERTER CLAUSE, IMPOSED BY THE DEED FROM THE COUNTY TO THE BORROWER.

The execution and delivery of said HOME Partial Release of Mortgage is hereby delegated to the County Administrator, or designee, and shall not require any further action by the Palm Beach County Board of County Commissioners. The Borrower shall cause the recording of the HOME Partial Release of Mortgage and the Second Mortgage (with a copy of its associated Promissory Note) in the public records of Palm Beach County, and thereafter cause the original Second Mortgage and Promissory Note to be provided to HES. The Second Mortgage and Promissory Note shall only be subordinate to the instrument securing the first mortgage financing obtained by the homebuyer of the HOME Assisted Unit.

The County shall, in connection with the Borrower's sale of the last HOME Assisted Unit, provide the Borrower a Satisfaction of Mortgage in lieu of the above stated HOME Partial Release of Mortgage thereby evidencing the full satisfaction of the Mortgage. The execution and delivery of said Satisfaction of Mortgage is hereby delegated to the County Administrator, or her designee, and shall not require any further action by the Palm Beach County Board of County Commissioners.

Should the Borrower fail to pay the County the outstanding principal balance, plus any amounts due under the Loan Documents, as provided in the Note, in order to cause the County to provide the above stated Satisfaction of Mortgage, then the County, in its sole discretion, may restructure any debt then owed by the Borrower to the County.

The requirements of this Section shall survive the expiration or earlier termination of this Agreement.

14. RENTAL OF HOME ASSISTED UNITS TO TENANTS:

The following shall apply to all HOME Assisted Units that the Borrower was not able to sell as required herein and that the Borrower must rent.

(A) Diligent Effort, Rental Occupancy, and Repayment of HOME Funds:

The Borrower shall make a diligent effort to market and rent each rental HOME Assisted Unit. Each such unit must, within six (6) months following the date of Project Completion, be occupied by a household that has met the income requirements herein. The date of Project Completion shall be determined by HES according to the HOME regulations at 24 CFR Part 92 and shall be communicated by HES to the Borrower as soon as possible. If the Borrower is unable to meet this occupancy requirement within the aforesaid six-month period, then the

Borrower shall, within ten (10) calendar days after the end of said period, provide HES a report containing its marketing information to show its effort to date to rent the unit and shall also provide HES its marketing plan to rent the HOME Assisted Unit after the date of the report. If the Borrower has not rented the HOME Assisted Unit to a household that has met the income requirements herein within eighteen (18) months following Project Completion, then the Borrower shall repay the County all HOME funds expended by the County on such unit.

(B) Duration of Applicability:

These requirements shall apply to each rental HOME Assisted Unit for the duration of thirty (30) years beginning with the date of Project Completion as defined herein.

HOME Assisted Units that are rented by the Borrower shall be rented on a continuous basis without interruption in occupancy exceeding thirty (30) days while the Borrower performs maintenance and repairs or completes arrangements to enable occupancy by new tenants.

(C) Permanent Housing:

All rental HOME Assisted Units shall be "permanent housing" meaning housing which is intended to be the tenant's home under the limits of a signed legal lease document. HOME Assisted Units may not be used for transitional housing or emergency shelters.

(D) Rental Rates, Utility Allowances and Rent Schedules:

The following rental rates shall apply to all HOME Assisted Units to be rented by the Borrower.

(i) HOME Assisted Units to be rented by the Borrower to households whose incomes, adjusted by family size, are at no more than fifty percent (50%) of AMI shall be rented at a rate such that the tenant's payment is no more than the Low HOME Rent Limit in effect at the time the lease is executed less any tenant paid utilities using the then current utility allowances from the HUD Utility Schedule Model. The Low HOME Rent Limit, by bedroom size, shall be as published by HUD, from time to time, for the West Palm Beach-Boca Raton HUD Metro FMR Area pursuant to 24 CFR 92.252. The above specified rates shall apply to all initial leases with tenants, as well as all subsequent leases and lease renewals.

(ii) HOME Assisted Units to be rented by the Borrower to households whose incomes, adjusted by family size, are more than fifty percent (50%) of AMI, but not more than eighty percent (80%) of AMI shall be rented at a rate such that the tenant's payment is no more than the High HOME Rent Limit in effect at the time the lease is executed less any tenant paid utilities using the then current utility allowances from the HUD Utility Schedule Model. The High HOME Rent Limit, by bedroom size, shall be as published by HUD, from time to time, for the West Palm Beach-Boca Raton HUD Metro FMR Area pursuant to 24 CFR 92.252. The above specified rates shall apply to all initial leases with tenants, as well as all subsequent leases and lease renewals.

(iii) The County shall, for the duration of the affordability period, establish the monthly utility allowances applicable to HOME Assisted Units according to the HUD Utility Schedule Model. Such utility allowances shall be used by the Borrower as described above. The Borrower shall annually propose its rent schedule for HOME Assisted Units, and the County shall review and approve such rent schedule provided it is in compliance with the above limitations. The Borrower shall only use rent schedules approved by the County. Changes in rent levels shall be subject to the provisions of outstanding leases. The Borrower shall provide tenants not less than thirty (30) days written notice before implementing any increase in rent.

(E) Tenant Income:

The Borrower shall, for all HOME Assisted Units to be rented, verify the tenant's household income at the time a unit is first occupied, and thereafter, at any time new tenants occupy the unit, to determine income eligibility according to the requirements herein.

In addition to the Borrower's verification of each tenant's household income at the time a new tenant occupies a HOME Assisted Unit, the Borrower shall re-verify the tenant's household income **annually** thereafter to ensure continued income eligibility.

Temporary non-compliance caused by increases in the income of existing tenants shall be addressed according to the requirements of 24 CFR 92.252(i).

(F) Tenant Records to be Maintained:

The Borrower shall, for each household that is rented a HOME Assisted Unit, comply with the below requirements and maintain a file that, at minimum, contains the following:

- (i) An application for lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the apartment, the household characteristics, and the household income they have disclosed.
- (ii) Source documentation evidencing the Borrower's verification of the Tenant's household income and a computation sheet demonstrating the Borrower's determination of the tenant's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
- (iii) Documentation evidencing the Borrower's recertification of the tenant's household income at the time of the first lease renewal to ensure continued income eligibility.
- (iv) A copy of the HUD income levels in effect at the time the initial lease is signed and at the time of the first lease renewal.
- (v) A copy of each tenant's initial lease and all lease renewals and a computation sheet and supporting documentation for each demonstrating that the rent charged by the Borrower is an affordable rental rate as defined at s. 420.9071, Florida Statutes.
- (vi) The Borrower shall conduct background checks on adult members of households prior to occupancy and maintain a copy of the of such background check. Should the Borrower elect to utilize criminal background information in the screening of prospective tenants or the retention/termination of tenants, the Borrower must develop and implement tenant selection policies which comply with HUD guidance on the use of criminal background information.

Tenant selection/retention/termination shall not:

- Exclude persons from housing based on records of arrests not resulting in conviction;
- Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine production and registered sex offender); and
- Be utilized to intentionally discriminate against protected classes of persons.

Tenant selection/retention/termination shall:

- Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
- Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
- Consider the nature, severity, and recency of the criminal offense;
- Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; tenant history before and/or after the criminal conduct; and rehabilitation efforts; and
- Be applied equally among all classes of protected persons.

The Borrower shall submit its written tenant selection/retention/termination to HES for review.

(vii) Any other documentation evidencing the Borrower's compliance with this Agreement.

The requirements of this Section shall survive the expiration or earlier termination of this Agreement.

15. REPORTING REQUIREMENTS:

(i) The Borrower shall submit to the County a **Monthly Performance Report** in the form provided as Exhibit G to this Agreement. The Borrower shall first submit this Report on the last day of the month during which this Agreement is executed, and thereafter, on the last day of each subsequent month. After the Borrower provides a Report for the month during which the last Certificate of Occupancy is issued for the Project, the Borrower may cease submitting this Report.

(ii) The Borrower shall submit to the County a **Tenant Information Report** in the form provided as Exhibit H to this Agreement for each HOME Assisted Unit that is rented in the Project. The Borrower shall submit this Report within ten (10) working days after the signing of the lease for each such unit. This applies to all initial leases, subsequent leases, and lease renewals. The Borrower may cease submitting this report after the sale of the HOME Assisted Unit.

(iii) The Borrower shall submit to the County an **Annual Rent Roll** in the form provided as Exhibit I to this Agreement. The Borrower shall first submit the Annual Rent Roll on the first anniversary of its submission of the first Tenant Information Report identified above, and the Borrower may cease submitting this report after all HOME Assisted Units are sold.

(iv) The Borrower shall submit to the County a **Section 3 Report** to be provided on a monthly basis. The format and content of said report shall be determined by the County at a later date and promptly communicated to the Borrower.

(v) The Borrower agrees to submit to HES any other reports required by HUD and/or HES in connection with activities undertaken through this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF BORROWER:

The Borrower represents and warrants (which representations and warranties shall be deemed continuing) as follows:

(A) Organization Status and Authority to Enter into Loan Documents:

The Borrower is a Florida not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein. The Borrower is duly authorized to borrow from County the principal sum of \$654,767 and execute all the Loan Documents.

The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby, and the facts and matters expressed or implied in the opinions of its legal counsel are true and correct.

(B) Validity of Loan Documents:

The Loan Documents have been approved by those persons having proper authority, and to the best of Borrower's knowledge are in all respects legal, valid, and binding according to their terms subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors.

(C) No Conflicting Transactions or Pending Litigation of Borrower:

The consummation of the transaction hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any other Agreement to which Borrower is a party or by which it may be bound or affected.

To Borrower's knowledge there are no actions, suits or proceedings pending before any court of law or equity, or any Administrative Board, or, to the knowledge of the Borrower, threatened against or affecting it or the Premises, or, involving the validity or enforceability of the Mortgage, or of any of the Loan Documents.

(D) Availability of Utilities, Condition of Premises, and Availability of Roads:

All utility services necessary for the construction of the Improvements and the operation thereof for their intended purpose are or will be available at the boundaries of the Premises, including water supply, storm and sanitary sewer facilities, and electric and telephone facilities, and Borrower has obtained or will obtain all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the construction and use of the intended Improvements.

The Premises are not now damaged or injured as a result of any fire, explosion, accident, flood or other casualty, and to Borrower's knowledge there are no soil conditions which would materially interfere with the construction of the Improvements.

All roads necessary for the full utilization of the intended Improvements for their intended purposes have either been completed or the necessary rights of way therefore have either been acquired by the appropriate local authorities or have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Borrower and such local authorities to assure the complete construction and installation thereof.

(E) No Default:

There is no default on the part of the Borrower under this Agreement, the Promissory Note or the Mortgage, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute a default under any provision thereof.

(F) Advertising/Marketing:

Borrower shall include the County logo in all marketing materials for the Project. During the period of the construction work contemplated herein, the County shall have the right to install and maintain on the Premises one or more signs identifying the County, or to be identified on such signs installed by others, as one of the institutions financing the Premises. Sign or signs will be provided by the County and erected at Borrower's expense.

(G) Hazardous Waste:

To Borrower's knowledge, Borrower is in compliance with all provisions of the federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and Solid Waste Disposal Act, Florida Statutes, Chapter 376, and other similar federal, state and local statutory schemes imposing liability on Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and order issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. Borrower has paid any environmental excise taxes imposed pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

(H) Filing and Payment of Taxes:

The Borrower has filed all Federal, State and local tax reports and returns required by any law or regulation to be filed by them, and have either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provisions for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

17. ADDITIONAL COVENANTS OF BORROWER:

The Borrower covenants and agrees with the County as follows:

(A) Mechanics' Liens:

The Borrower shall (i) allow no work or construction to be commenced on the Premises, or goods specially fabricated for incorporation therein, which has not been fully paid for prior to the recording of the Mortgage and Notice of Commencement or which could constitute a lien on the Premises, (ii) cause a certified copy of the Notice of Commencement to be posted as required by Chapter 713, Florida Statutes, as soon as possible after recording the Notice of Commencement, (iii) notify the County of any and all Notices to Borrower as Owner as that term is defined in Chapter 713, Florida Statutes, within five (5) days of receipt thereof, and (iv) comply with all provisions of the Florida Mechanics' Lien Law, including but not limited to, payment and notice provisions contained therein. The Borrower shall indemnify and hold the County harmless from the claims of any mechanics' lien or equitable lien, and shall pay promptly upon demand any loss or losses which the County may incur as a result of the filing of any such lien, including the reasonable cost of defending same and the County's reasonable attorneys' fees in connection therewith.

The Borrower agrees, at its sole cost and expense, to have any mechanics' lien or equitable lien which may be filed against the Premises or undisbursed funds of this Loan released, bonded or insured over within sixty (60) days of the date of filing same, time being of the essence. The County shall be under no obligation to make further disbursements while any such lien remains outstanding against the Premises. If Borrower fails, after demand, to cause said lien or liens to be released, bonded or insured over, the County may take such steps as it deems necessary and any funds expended shall be charged to Borrower's Loan Account and shall bear interest as provided by the Loan Documents.

The Borrower hereby authorizes the County to demand, on Borrower's behalf, following written notice to Borrower, the statement of account referred to in Section 713.16(2) of the Florida Statutes, of any potential lienor filing a Notice to Owner. It is specifically understood and agreed, however, that the County's right to request such statements of account will in no way impose any obligation on the County to use such authority, and the exercise of such authority on one or more occasion shall not create or imply any obligation on such party to exercise such authority on subsequent occasions.

(B) No Transfer of Premises:

Except as specifically set forth in the Mortgage, the First Mortgage, or herein, including in the Permitted Exceptions, the Premises or any part thereof shall not be sold, leased (except for tenant leases), conveyed, mortgaged or encumbered in any way without the prior written consent of the County which consent shall not be unreasonably withheld or delayed, except as provided elsewhere herein or in the Mortgage, it being understood and agreed that part of the consideration for the Loan is the obligation of Borrower. Notwithstanding the foregoing, Borrower may enter into utility easements or licenses or leases for tenant services, such as laundry or concessions, and refinancing of the First Mortgage with an independent institutional lender shall be permitted without the prior written consent of the County so long as the refinancing does not increase the amount of indebtedness then secured by the First Mortgage.

(C) Compliance with Laws:

The Borrower will comply promptly with all federal, state and local laws, ordinances and regulations relating to the construction, use, and leasing of the Premises, and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the Improvements.

(D) Brokerage Commissions:

The Borrower will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Loan, and Borrower will indemnify and hold County harmless from the claims of any broker(s) arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(E) Financial Statements to be Furnished:

The Borrower shall furnish to the County:

(i) Upon the County's request, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Borrower and, at the request of the County, certified (in form satisfactory to the County) by an independent certified public accountant acceptable to the County.

(ii) Within ninety (90) days after the end of each fiscal year of Borrower, a balance sheet and statements of income, surplus, and cash flow, together with schedules, all compiled and presented by an independent accounting firm in accordance with standard and uniform accounting practices showing the financial condition of Borrower at the close of each year and the results of operations of Borrower during each year.

(iii) With the statements submitted under (ii) above, a certificate signed by the principal financial officer of Borrower to the effect that no Event of Default specified herein, nor any event which upon notice or lapse of time or both, would constitute such an Event of Default has occurred which has not been cured or otherwise waived in writing by the Lender.

(iv) Other information regarding the operations, business, affairs, and financial condition of Borrower as the County may reasonably request.

(F) Borrower to Maintain Bookkeeping System:

The Borrower shall, if required by the County, maintain a bookkeeping system for the Project in form and content sufficient for the County to conduct reviews, inspections, certifications and reports required by this Agreement. The County shall have full (but confidential) access, as allowed under the Public Records Law, at any reasonable time to the books, records and contracts pertaining to the Premises and Borrower.

(G) Insurance Proceeds:

The Borrower shall keep the Premises continually insured in an amount not less than full insurable value of the Premises, which coverage shall insure the Premises against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the County, in its sole discretion, shall from time to time reasonably require, for the benefit of the County. All such insurance at all times will be with an insurance company or companies in such amounts and with terms acceptable to the County, with loss in excess of \$200,000, if any, payable to the County, as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be reasonably satisfactory to the County, subject to the rights of the First Mortgagee. Upon the issuance of such policies, Borrower will deliver to the County copies of receipts for the premiums paid thereon, certificates of insurance, and copies of such policies. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to Lender, transferee or purchaser, as the case may be. Subject to the provisions of the First Mortgage, should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Premises, then in such event, County and Borrower may jointly elect to use the proceeds for the reconstruction and repair of the Premises or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not. Notwithstanding anything to the contrary contained herein, if there is no Event of Default that is continuing, Borrower shall have the right to use the insurance proceeds for the reconstruction of the Premises provided the Borrower can provide evidence to the County of sufficient funds from other sources available to effectively rebuild the Project in compliance with the terms of this Agreement and the herein described HOME funding. This Section is subordinate and subject to the First Mortgage.

(H) Indebtedness:

With respect to the Premises to be encumbered by the Borrower, the Borrower will not incur, create, assume or permit to exist any indebtedness superior to the Mortgage, except in the ordinary course of business constituting the deferred purchase price of any property or assets, or any indebtedness or liability evidenced by notes, bonds, debentures or similar obligations without the written approval of the County, which approval shall not be unreasonably withheld or delayed, except indebtedness owed the County and the aforementioned First Mortgage; provided however, that the First Mortgage shall not exceed the amounts contained in the recitals incorporated in this Agreement.

(I) Further Assurances and Preservation of Security:

The Borrower will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement, as the County shall reasonably require from time to time, and will do such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Promissory Note, as the County may reasonably require.

(J) No Assignment:

The Borrower shall not assign this Agreement or any interest therein and any such assignment is void and of no effect.

18. RIGHT TO AUDIT, ACCESS TO RECORDS, AND INSPECTOR GENERAL:

All reports, plans, surveys, information, documents, maps, and other data produced, developed, prepared, assembled, or completed by the Borrower for the purpose of this Agreement shall be made available to the County by the Borrower at any time upon request by the County or HES.

The Borrower shall maintain adequate records to justify all charges, expenses, and costs incurred for construction of the Improvements for at least five (5) years after completion.

In any event, the Borrower shall keep this Agreement, all amendments to this Agreement, and all documents and records in connection with this Agreement and make them available to the County for on-site monitoring for at least five (5) years after expiration of this Agreement, except that:

(1) In connection with homes sold by the Borrower, documents imposing recapture/resale restrictions shall be retained by the Borrower for five (5) years after the affordability period terminates.

(2) In connection with homes rented/leased by the Borrower, records of individual tenant income verifications, project rents and project inspections shall be retained by the Borrower for five (5) years after the affordability period terminates.

(3) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required retention period records in connection with the aforesaid shall be retained by the Borrower until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 to 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Borrower, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of the above Code and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

19. INSPECTIONS:

The Borrower will permit the County, or its representatives, to enter upon the Premises during normal business hours, inspecting Improvements and all materials to be used in the construction thereof, and to examine all details, plans and shop drawings which are kept at the construction site. Additionally, the Borrower shall cooperate and cause Borrower's general contractor and subcontractors to cooperate with the County's representative.

20. DEFAULT:

The following events, after expiration of any notice and cure period, shall be deemed Events of Default:

(A) Mortgage:

If there is a default or event of default under the Mortgage which is not cured within any applicable cure period.

(B) Bankruptcy:

If there is filed by or against Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of Borrower, and any such petition not filed by Borrower is not dismissed within ninety (90) days of the date of filing, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or of any assignment for the benefit of creditors or makes any insolvency assignment or is adjusted insolvent by any court of competent jurisdiction.

(C) Breach of Covenants, Warranties and Representations:

If any warranty or representation made by Borrower in this Agreement or in any other Loan Document shall at any time be false or misleading in any material respect when made, or if Borrower shall fail to keep, observe or perform any of the material terms, covenants, representations or warranties contained in this Agreement, the Promissory Note, the Mortgage, the Loan Documents, and any other document given in connection with the Loan or development of the Improvement provided, that with respect to non-monetary defaults, the County shall give written notice to Borrower, who shall have thirty (30) days to cure, with additional time as may be required if the cure is diligently commenced but cannot be completed within said thirty (30) days and the County concurs, and provided that, with respect to monetary defaults, the County shall give written notice to Borrower, who shall have fifteen (15) days to cure), or is unwilling to meet its obligations. County agrees to accept a cure tendered by the First Mortgagee provided such cure meets all of the requirements to fully cure the breach.

(D) Failure to Close Loan:

If the Borrower fails to close on this Loan by the deadline set forth in Section 5 of this Agreement, the County may terminate this Agreement immediately upon written notice to Borrower. In such instance, all remaining HOME funds shall revert to the County and the County may reallocate such remaining funds for other projects or needs, unless revised by written agreement between the parties, and the County shall not be obligated to replace the HOME funds with funds from another source. The County's right to reallocate remaining HOME funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

(E) Failure to Use Funds:

If the Borrower fails to use funds under this Agreement for costs eligible for reimbursement by the County, as set forth in Section 9 above, by September 30, 2018, and by September 30, 2019, as established in Section 5 above. In the event Borrower fails to use all HOME funds by September 30, 2019, all remaining HOME funds shall revert to the County and the County may reallocate such remaining funds for other projects or needs, unless revised by written agreement between the parties, and the County shall not be obligated to replace the HOME funds with funds from another source. The County's right to reallocate remaining HOME funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

(F) Failure to Complete Construction and Place Units into Service:

If the Borrower fails to complete construction of the Improvements, secure a Certificate of Occupancy for the Improvements, and place all HOME Assisted Units at the CLT Scattered Sites project into service by September 30, 2019, unless revised by written agreement between the parties.

(G) Default Under Senior Mortgages:

If the Borrower defaults under any senior mortgage which is not cured within applicable cure periods.

21. REMEDIES OF LENDER:

Upon the happening of an Event of Default, which default is not cured within any applicable cure or grace period, then the County may, at its option, upon written notice to Borrower:

(A) Cancellation of Agreement:

Cancel this Agreement.

(B) Commencement of Legal or Equitable Action:

Commence an appropriate legal or equitable action to enforce performance of this Agreement.

(C) Acceleration of Payment:

Accelerate the payment of the Promissory Note and any other sums secured by the Mortgage, and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due the County.

(D) Rights and Remedies:

Exercise any other rights or remedies the County may have under the Mortgage or other Loan Documents executed in connection with the Loan or which may be available under applicable law.

22. GENERAL TERMS:

The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(A) Rights of Third Parties:

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Borrower, other than the First Mortgagee as to cure rights.

All conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make disbursements in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the County at any time if, in its sole discretion, it deems it desirable to do so. In particular, the County makes no representations and assumes no duties or obligations as to third parties concerning the quality of the construction by Borrower of the Improvements, or the absence therefrom, of defects.

(B) Borrower is not the County's Agent:

Nothing in this Agreement, the Promissory Note, the Mortgage or any other Loan Document shall be construed to make the Borrower the County's agent for any purpose whatsoever, or the Borrower and the County partners, or joint or co-venturers, and the relationship of the parties shall, at all times, be that of debtor and creditor.

(C) Public Entry Crimes:

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Borrower 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

(D) Conflict of Interest:

The Borrower covenants that no person (an employee, agent, consultant, officer, or elected or appointed official of the County or the Borrower) who exercises or has exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this Agreement, may obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

Any possible conflict of interest on the part of the Borrower, or any person as described above, shall be disclosed in writing to the County.

No owner, developer, or sponsor of the project assisted through this Agreement (or officer, employee, agent, elected or appointed official or consultant of the Borrower, owner, developer or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official or consultant of the Borrower, owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME Assisted Unit (a HOME-assisted affordable housing unit) during the required period of affordability specified in 24 CFR 92.252(e) or 24 CFR 92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. All written requests for exceptions to the above requirement regarding the occupancy of a HOME Assisted Unit shall be submitted to the County.

(E) Nondiscrimination:

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the County that the County "**shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.**"

The Borrower warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Borrower has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the Borrower does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Borrower will conform to the County's non-discrimination policy as provided in Resolution R2014-1421, as amended.

Furthermore, Borrower shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Premises, nor shall any person on the basis of race, color, religion,

disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

(F) Public Records:

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Borrower; (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Borrower shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Borrower is specifically required to:

- (i) Keep and maintain public records required by the County to perform services as provided under this Agreement.
- (ii) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Borrower further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (iii) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Borrower does not transfer the records to the public agency.
- (iv) Upon completion of the Agreement the Borrower shall transfer, at no cost to the County, all public records in possession of the Borrower unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Borrower transfers all public records to the County upon completion of the Agreement, the Borrower shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Borrower keeps and maintains public records upon completion of the Agreement, the Borrower shall meet all applicable requirements for retaining public records. All records stored electronically by the Borrower must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Borrower to comply with the requirements of this article shall be a material breach of this Agreement. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Borrower acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

(G) County Not Liable for Damage or Loss:

All inspections and other services rendered by or on behalf of the County pursuant to this Agreement shall be rendered solely for the protection and benefit of the County. Neither Borrower nor other third persons shall be entitled to claim any loss or damage against the County or against its agents or employees for failure to properly conduct inspections and other such services contemplated by this Agreement.

(H) County Not Obligated to Insure Proper Disbursement of Funds to Third Parties:

Nothing contained in this Agreement, or any Loan Documents, shall impose upon the County any obligation to oversee the proper use or application of any disbursements and disbursements of funds made hereunder so long as disbursements are made to Borrower.

(I) Indemnification from Third Party Claims:

The Borrower shall indemnify and hold County harmless from any liability, claims or losses resulting from the disbursement of the Loan proceeds to Borrower or from the condition of the Premises, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan, except any liability due to the gross negligence or willful misconduct of County. This provision shall survive the repayment of the Loan and shall continue in a full force and effect so long as the possibility of such liability, claims, or losses exists.

(J) Rights of Subcontractors, Laborers, and Materialmen:

In no event shall this Agreement be construed to make the County, title company or agent of the County liable to Borrower's Contractor or any subcontractors, laborers, materialmen, craftsmen, or others for labor, materials, or services delivered to the Premises or goods specially fabricated for incorporation therein, or for debts or liens accruing or arising to such persons or parties against Borrower or Borrower's Contractor. It is understood and agreed that there is no relation of any type whatsoever, contractual or otherwise, whether express or implied, between the County and Borrower's Contractor, any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Premises or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such person or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan, or to have any claim or claims in or to any undisbursed or retained Loan proceeds.

(K) Evidence of Satisfaction of Conditions:

The County shall, at all time, be free independently to establish to its good faith and satisfaction, and in its absolute discretion, the existence or nonexistence of a fact or facts which are disclosed in documents or other evidence required by the terms of this Agreement.

(L) Headings:

The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

(M) Invalid Provisions to Affect No Others:

If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(N) Application of Interest to Reduce Principal Sums Due:

In the event that any charge, interest or late charge is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by the County to reduce the principal sum of the Loan or any other amounts due the County hereunder.

(O) Governing Law and Remedies:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

(P) Number and Gender:

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(Q) Agreement:

The Borrower agrees to comply with all provisions of the Housing and Community Development Act of 1974, as amended, and the HOME Investment Partnerships Program Regulations (24 CFR Part 92) that are applicable to a recipient of funds through the HOME Program and that are required to be adhered to for this Loan, and such provisions are incorporated herein by reference and are made a part hereof. The Loan Documents constitute the entire understanding and agreement between the parties with respect to the subject matter hereof, supersede all prior agreements, including commitment letters, and may not be modified or amended, except in writing and signed by all parties hereto.

(R) Waiver:

If the County shall waive any provisions of the Loan Documents, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(S) Notices:

All notice from the Borrower to the County and the County to Borrower required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO LENDER:

Board of County Commissioners
c/o Palm Beach County Attorney's Office
Attn: James Brako
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

TO BORROWER:

Community Land Trust of Palm Beach County, Inc.
Attn: Cindee LaCourse-Blum
4938 Davis Road
Lake Worth, FL 33461

(T) Submittals:

All information required to be submitted to the County shall be submitted to the County's Department of Housing and Economic Sustainability, Attn: Director, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

(U) Successors and Assigns:

This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

(V) Counterparts:

This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

(W) Incorporation by Reference:

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

(X) Waiver of Jury Trial:

THE BORROWER AND COUNTY WAIVES THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS LOAN OR GRANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF THE COUNTY'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE COUNTY'S BEHALF.

(Y) Source of Funding:

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations, or from any other funding source, for any reason.

23. SUBORDINATION:

Lender hereby approves the First Mortgage provided that it does not exceed \$1,000,000 plus any protective advances made in accordance with applicable law, and further agrees to subordinate to such First Mortgage or any refinancing of the First Mortgage with an independent institutional lender permitted under Section 17(B) hereof. The Mayor of the Board of County Commissioners of Palm Beach County is hereby authorized to execute subordination agreements required herein without further approval of the Board of County Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to the County Attorney. In the event the County Administrator has been delegated the authority to execute this Agreement, then such delegation shall also include the authority to execute Subordination Agreements in compliance with the terms of this Section 23 provided such documents are in a form acceptable to the County Attorney.

Nothing contained herein shall, however, relieve the Borrower from its obligation to make payments under the Promissory Note in accordance with its terms.

24. NONRECOURSE:

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF ANY DEFAULT BY THE BORROWER UNDER THE LOAN REFERENCED HEREIN, THE SOLE REMEDY OF THE LENDER SHALL BE TO FORECLOSE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THIS LOAN, AND IN NO EVENT SHALL THE BORROWER HAVE ANY LIABILITY FOR THE PAYMENT OF THE LOAN OR ANY OTHER OBLIGATIONS REFERENCED HEREIN, OR FOR THE PAYMENT OF ANY DEFICIENCY FOLLOWING THE FORECLOSURE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THE LOAN.

25. EFFECTIVE DATE OF AGREEMENT:

This Agreement shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners or its designee. The Effective Date shall be the date on which this Agreement is executed by Palm Beach County.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Borrower and the County have caused this Agreement to be executed on the dates set forth herein.

Signed, sealed and delivered in the presence of:

Witnesses:

[Signature]
Witness Signature

TRISHANNA GEFARO
Print Witness Name

[Signature]
Witness Signature

Eisela George
Print Witness Name

BORROWER:

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.
a Florida not-for-profit corporation

By: [Signature]
Cynthia LaCourse-Blum,
Executive Director

Date: 10/16/17

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of October, 2017, by Cynthia LaCourse-Blum, as Executive Director of Community Land Trust of Palm Beach County, Inc., who is personally known to me, or who has produced as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: [Signature]
Notary Name: TANYA WARD
Notary Public - State of Florida

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Jonathan B. Brown, Director
Dept. of Housing and Economic Sustainability

Date: 10/17/17

Approved as to Form and Legal Sufficiency

By: [Signature]
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: [Signature]
Sherry Howard
Deputy Director

EXHIBIT A-1



Region: Palm Beach County
Name: R/W Acquisition Section
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn: Topp Chief, Right-of-Way Specialist
Acc. No: 1010 WAC BOX 1066

CFN 20110178778
OR BK 24527 PG 1406
RECORDED 05/16/2011 15:27:19
Palm Beach County, Florida
AMT 10.00

The Instrument Prepared by:
Name: Paul F. King, Assistant County Attorney
Post Office Box 21229
Address: West Palm Beach, Florida 33416

Doc Stamp 0.78
Sheron M. Beck, CLERK & COMPTROLLER
Pgs 1406 - 1416; (11pgs)

A portion of FCN: 00-03-44-12-00-000-7330

COUNTY DEED
R2011 06 93

THIS DEED, made this 03rd day of MAY, 2011 by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 21229, West Palm Beach, FL 33416, party of the first part, and the **COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**, a not for profit corporation existing under the laws of the State of Florida, whose post office address is 100 Australian Avenue, Suite 410, West Palm Beach, FL 33406, party of the second part.

The property may only be used for affordable housing, which shall mean homebuyers earning between 50%-120% of Area Median Income which shall be adjusted annually by the United States Department of Housing and Urban Development, and in the event the property is conveyed, the party of the second part agrees to also impose said deed restriction to be recorded in the public records of Palm Beach County.

The conditions and restrictions imposed by this County Deed shall constitute covenants running with the land and shall be binding upon and burden the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property. In the event the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property, does not use the property as affordable housing or the terms described herein, the real property conveyed herein shall revert to the party of the first part.

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

Property more particularly described in Exhibit "A", attached hereto and made a part hereof, and;

Less the area described in Exhibit "B" that is hereby reserved as road right-of-way, and;

Reserving, however, unto party of the first part, its successors and assigns a Permanent Easement over, upon, under, through and across the area described in Exhibit "C" of the Property. The party of the first part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the Permanent Easement area.

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER
By: [Signature]
Deputy Clerk



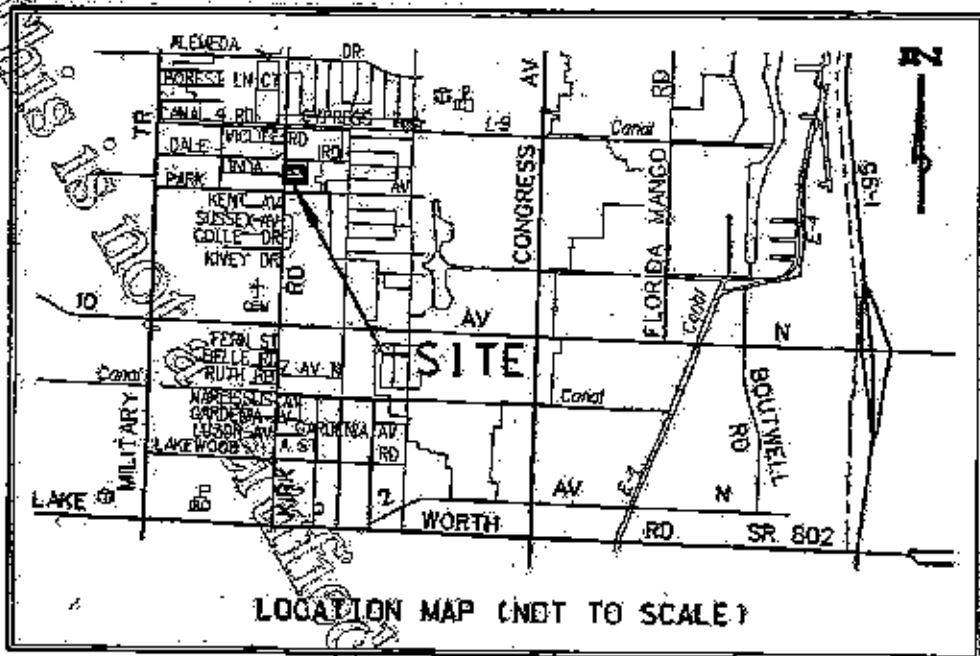
R2011-0693 MAY 03 2011
PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS
By: [Signature]
Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By: [Signature]
Assistant County Attorney

2011 Ch. 282, 11/22/08
N.B. O. PATRICK, Clerk, Board of County Commissioners, Palm Beach County, Florida, 2011, 1000 County Office Building, West Palm Beach, Florida 33411

Adopted Copy

EXHIBIT "A"
 PARCEL 4 - PARENT PARCEL



LEGAL DESCRIPTION
 (DBB 8060, P 1929)

A PARCEL OF LAND BEING A PORTION OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTH 103.00 FEET OF THE SOUTH 544.00 FEET OF THE EAST 300.00 FEET OF THE WEST 325.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST.

PARCEL CONTAINS 30,900 SQUARE FEET MORE OR LESS.

PROJECT NO. 1993901	SHEET 3	TOTAL SHEETS 1	PROJECT PARCEL 4 PARENT PARCEL KIRK ROAD SOUTH OF DALE ROAD	DATE 2/16/11	REVISIONS 1 P.W. COMMENTS 2 ROADWAY COMMENTS	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-11-3202.DGN	DRAWING NO. S-1-11-3202	DRAWN BY E.A.O.	CHECKED BY N/A	SCALE N/A	

LEGEND:

- ORB = OFFICIAL RECORD BOOK
- R/W = RIGHT OF WAY
- C = CENTERLINE
- PB = PLAT BOOK
- DB = DEED BOOK
- P = PAGE
- I = WEST QUARTER CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
- ⊕ = SOUTHWEST CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
- PBC = PALM BEACH COUNTY

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01° 41' 10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT):

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

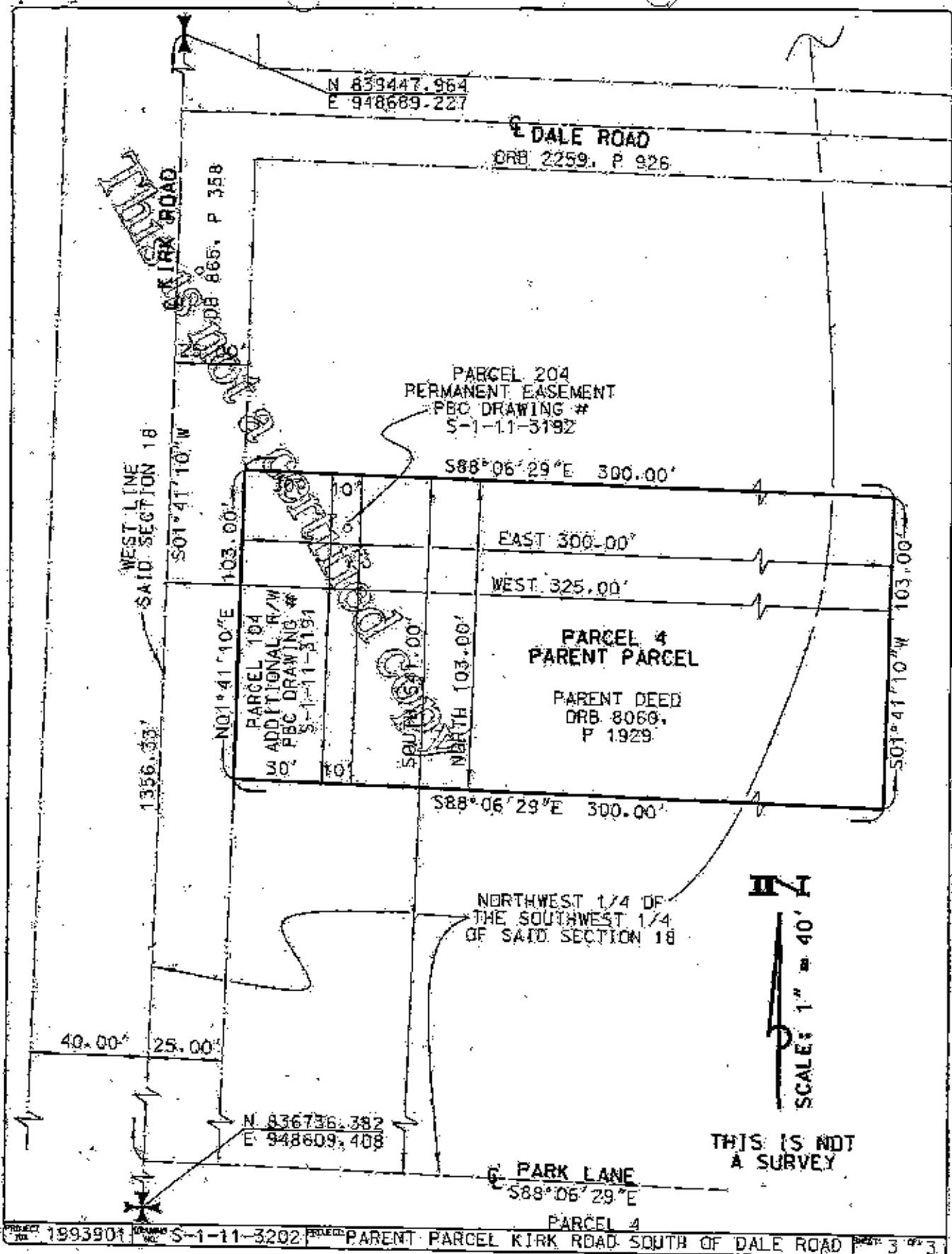
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard
 NORMAN J. HOWARD, P.S.M.
 FLORIDA CERTIFICATE #5716

4-7-11
 DATE

PROJECT No. 1993901 Drawing No. S-1-11-3202 PARCEL 4 PARENT PARCEL KIRK ROAD SOUTH OF DALE ROAD SHEET 2 OF 3



This is not a certified copy


EXHIBIT "B"
 PARCEL 104 - 30' ADDITIONAL R/W

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30.00 FEET OF THE NORTH 103.00 FEET OF THE SOUTH 541.00 FEET OF THE EAST 300.00 FEET OF THE WEST 325.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST

PARCEL CONTAINS 3,090 SQUARE FEET MORE OR LESS.

PROJECT PARCEL 104 30' ADDITIONAL R/W KIRK ROAD SOUTH OF DALE ROAD	COUNTY FILE NAME S-1-11-3191.000	TOWNSHIP CO. S-1-11-3191	DATE N/A	REVIEWER R/W COMMENTS	REVISION ROADWAY COMMENTS
	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ENGINEERING SERVICES 2500 NORTH JOG ROAD WEST PALM BEACH, FL 33411				

LEGEND

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DB = DEED BOOK
P = PAGE

I = WEST QUARTER CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
+ = SOUTHWEST CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5776

4-7-11
DATE

PARCEL 104

1993901 S-1-11-3491 30 ADDITIONAL R/W KIRK RD. SOUTH OF DALE RD. PAGE 2 OF 3

This is not a certified copy

EXHIBIT "C"

PARCEL 204 - PERMANENT EASEMENT

LEGAL DESCRIPTION

A PERMANENT EASEMENT LYING IN A PORTION OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF THE WEST 40.00 FEET OF THE NORTH 103.00 FEET OF THE SOUTH 541.00 FEET OF THE EAST 300.00 FEET OF THE WEST 325.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST.

PARCEL CONTAINS 1,030 SQUARE FEET MORE OR LESS.

PROJECT NO. 1933901	SHEET 1	PARCEL 204 PERMANENT EASEMENT KIRK ROAD SOUTH OF DALE ROAD		APPROVED BY E.A. JOHNSON REGISTERED P.E. N.W.M. DATE: 12/18/21	NO.	REVISION	DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2500 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-11-3192.DGN	SHEET NO. S-1-11-3192	FIELD NO. N/A		R/W COMMENTS	ROADWAY COMMENTS	DATE	

LEGEND

ORB = OFFICIAL RECORD BOOK
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DB = DEED BOOK
P = PAGE

I = WEST QUARTER CORNER OF SECTION 18,
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
+ = SOUTHWEST CORNER OF SECTION 18,
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

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BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE # 5770

4-7-11
DATE



PROJECT 1993901 PLAT 5-1-11-3192 PARCEL 204 PERMANENT EASEMENT KIRK RD. SOUTH OF DALE RD. SHEET 2 OF 3

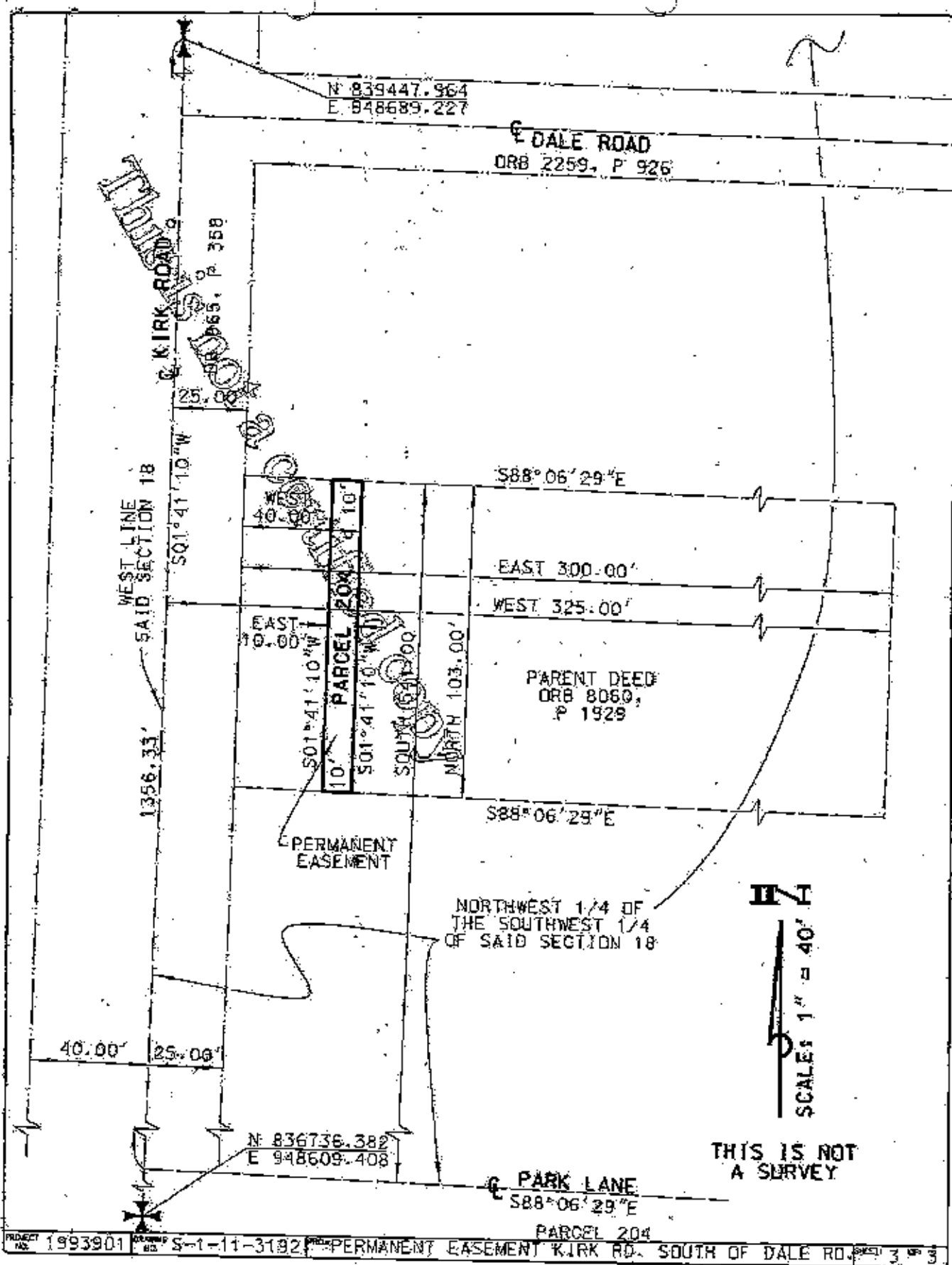


EXHIBIT A-2



Region: Palm Beach County
Name: R/W Acquisition Section
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn: Trip Clevi, Right-of-Way Specialist
April 16, 2011 WFL-Box 1066

CFN 20110178778
OR. BY 24527 PG 1373
RECORDED 05/16/2011 15:27:19
Palm Beach County, Florida
ART 1B, 20
Doc Stamp: 0.78
Sharon R. Bock, CLERK & COMPTROLLER
Pgs. 1373 - 1383, (11pgs)

The Instrument Prepared by:
Date: Paul F. King, Assistant County Attorney
Post Office Box 21229
Address: West Palm Beach, Florida 33416

A copy of PCR: 09-43-24-02-000-0151

COUNTY DEED

R2011 06 93

THIS DEED, made this 16 day of May, 2011, 2011 by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 21229, West Palm Beach, FL 33416, party of the first part, and the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a not for profit corporation existing under the laws of the State of Florida, whose post office address is 100 Australian Avenue, Suite 410, West Palm Beach, FL 33406, party of the second part,

The property may only be used for affordable housing, which shall mean homebuyers earning between 50%-120% of Area Median Income which shall be adjusted annually by the United States Department of Housing and Urban Development, and in the event the property is conveyed, the party of the second part agrees to also impose said deed restriction to be recorded in the public records of Palm Beach County.

The conditions and restrictions imposed by this County Deed shall constitute covenants running with the land and shall be binding upon and burden the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property. In the event the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property, does not use the property as affordable housing or the terms described herein, the real property conveyed herein shall revert to the party of the first part.

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

Property more particularly described in Exhibit "A", attached hereto and made a part hereof, and;

Less the area described in Exhibit "B" that is hereby reserved as road right-of-way, and;

Reserving, however, unto party of the first part, its successors and assigns a Permanent Easement over, upon, under, through and across the area described in Exhibit "C" of this Property. The party of the first part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the Permanent Easement area.

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: [Signature]
Deputy Clerk



R2011 06 93 MAY 03 2011

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Harold T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

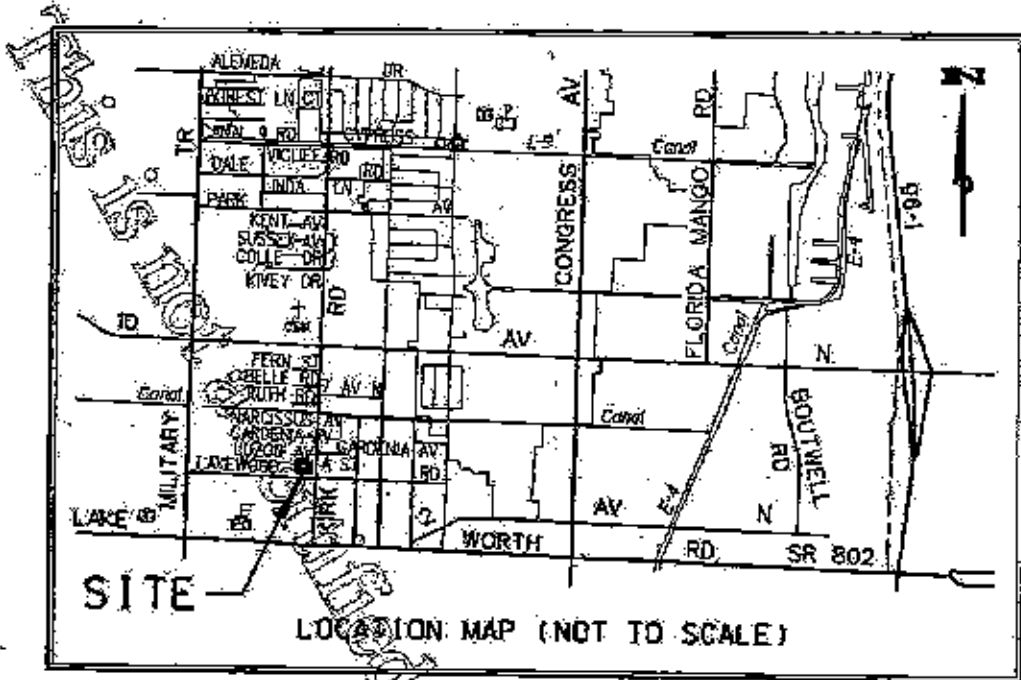
By: [Signature]
Assistant County Attorney

2011-03 Rev. 10/2008
D:\O\Working\Book\Book\Documents and Data\Book\2011\03\County Board Land Trust\0151466

FILED COPY

EXHIBIT "A"

PARCEL 1 - PARENT PARCEL



LOCATION MAP (NOT TO SCALE)

LEGAL DESCRIPTION
(GRB 8152, P 225)

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 15, LESS THE SOUTH 25 FEET OF THE WEST 25 FEET THEREOF AND THE NORTH 75 FEET OF LOT 17, MANILA PARK, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 23, PAGE 210.

PARCEL CONTAINS 19,373 SQUARE FEET OR 0.4447 ACRES MORE OR LESS.

1061561 2010/06/11	Parcel 1	PARCEL 1 PARENT PARCEL KIRK ROAD NORTH OF LAKEWOOD ROAD 5-1-11-3197.DGN 5-1-11-3197	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 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750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 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1400 1401 1402 1403 1404 1405 1406 1407 1408
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LEGEND

- ORB = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY
- C = CENTERLINE
- PB = PLAT BOOK
- DB = DEED BOOK
- P = PAGE
- (P) = MANILA PARK, PLAT BOOK 23, PAGE 210, SAID PUBLIC RECORDS.
- PBC = PALM BEACH COUNTY

This is not a certified copy

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

ANGLES ARE BASED ON THE PLAT OF MANILA PARK, PLAT BOOK 23, PAGE 210 SAID OFFICE OF THE CLERK OF THE CIRCUIT COURT, (AS SHOWN ON THIS SURVEY) AND ALL OTHERS ARE RELATIVE THERETO, WITH THE CENTERLINE OF KIRK ROAD ASSUMED NORTH.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

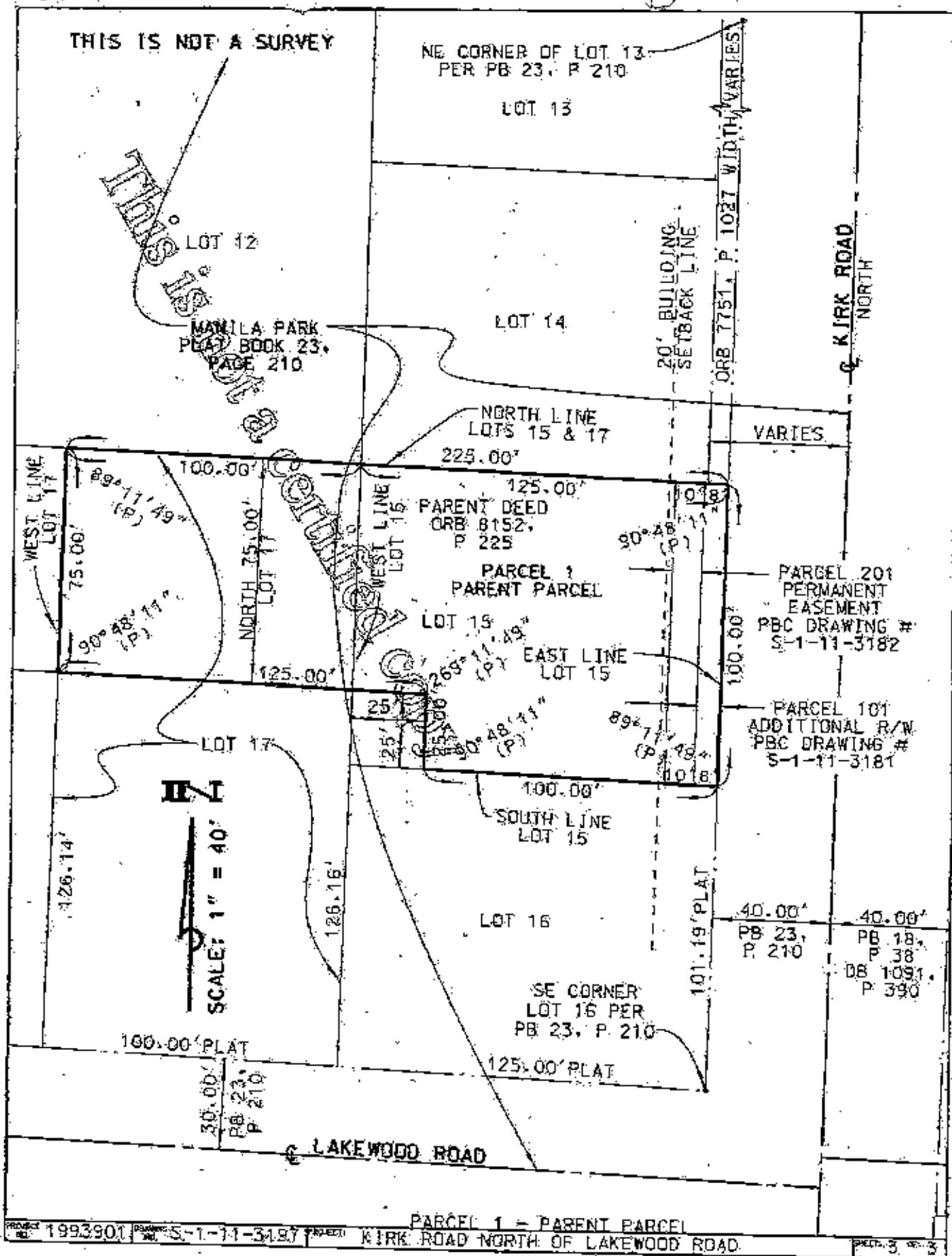
N. Howard

NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5778



4-7-2011
DATE

PARCEL 1 - PARENT PARCEL



This is not a

EXHIBIT "B"

PARCEL 101 - 8' ADDITIONAL R/W


LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 8.00 FEET OF LOT 15, MANILA PARK, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 23, PAGE 210.

PARCEL CONTAINS 800 SQUARE FEET MORE OR LESS.

Copy

SHEET NO. 1 TOTAL SHEETS 3 PROJECT NO. 106566	PARCEL 101 8' ADDITIONAL R/W KIRK ROAD NORTH OF LAKEWOOD ROAD	DATE 08/21/87 DRAWN BY E.A.D. CHECKED BY O.M.A. R/A	NO. 1 REVISION R/W COMMENTS ROADWAY COMMENTS	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ENGINEERING SERVICES 2208 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME: S-1-11-3181.DGN	PLOT FILE NO. S-1-11-3181		

LEGEND

- ORB = OFFICIAL RECORD BOOK
- R/W = RIGHT OF WAY
- C = CENTERLINE
- PB = PLAT BOOK
- DB = DEED BOOK
- P = PAGE

This is not a

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

ANGLES ARE BASED ON THE PLAT OF MANILA PARK, PLAT BOOK 23, PAGE 210 SAID OFFICE OF THE CLERK OF THE CIRCUIT COURT, (AS SHOWN ON THIS SURVEY) AND ALL OTHERS ARE RELATIVE HERETO, WITH THE CENTERLINE OF KIRK ROAD ASSUMED NORTH.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

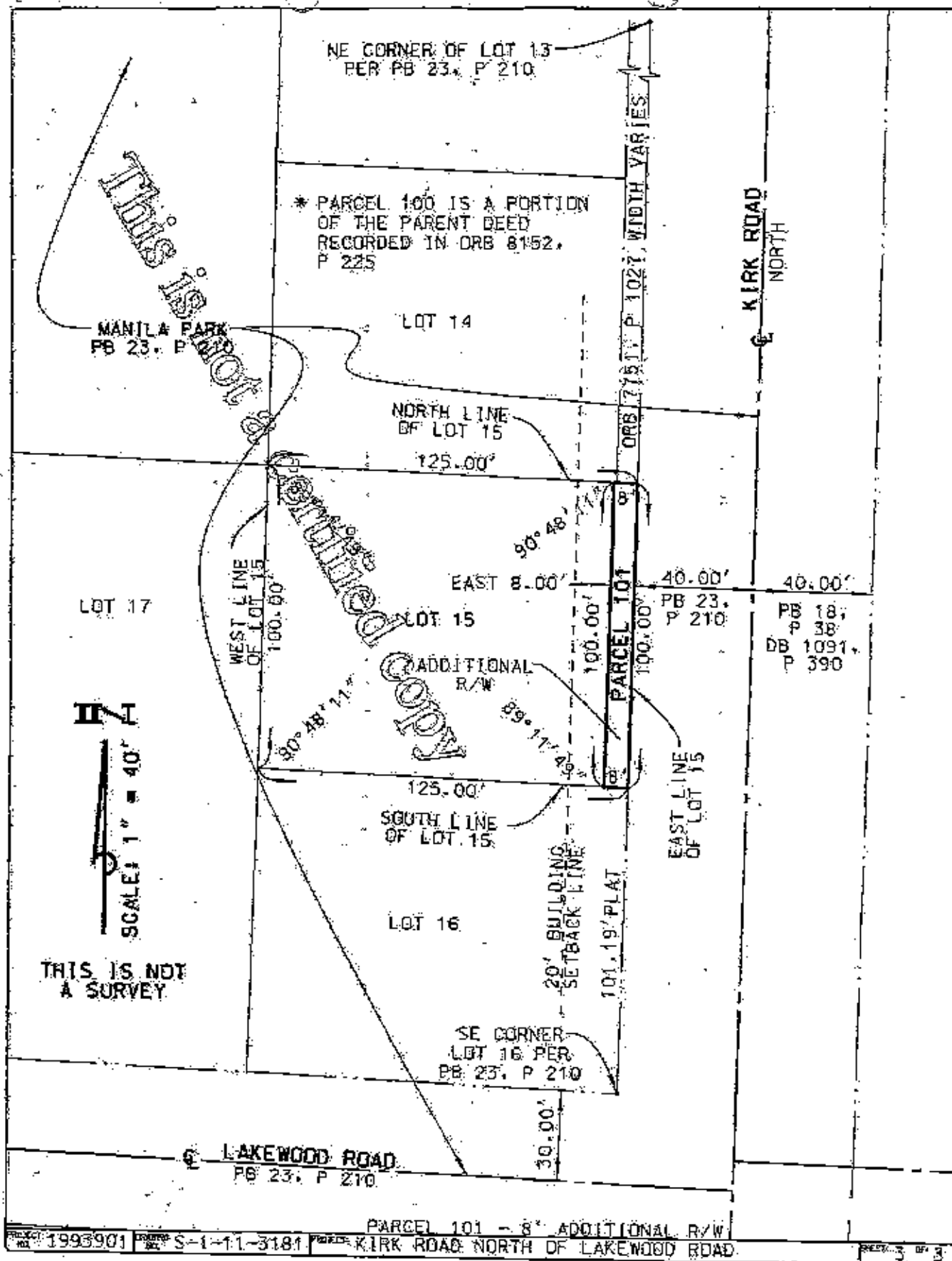
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5736

4-7-11
DATE



PROJECT 1993901 | S-1-11-318 | PARCEL 101 - 8' ADDITIONAL R/W | KIRK ROAD NORTH OF LAKEWOOD ROAD | PAGE 2 OF 3



This is not a certified copy

EXHIBIT "C"


PARCEL 201 - PERMANENT EASEMENT

LEGAL DESCRIPTION

A PERMANENT EASEMENT LYING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF THE EAST 18.00 FEET OF LOT 15, MANILA PARK, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 23, PAGE 210.

EASEMENT CONTAINS 1,000 SQUARE FEET MORE OR LESS.

1993801 SECTION 1 LOT 3	PROJECT: PARCEL 201 PERMANENT EASEMENT KIRK ROAD NORTH OF LAKEWOOD ROAD	REVISION 1 ROADWAY COMMENTS	DATE 8/1/84	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NO: S-1-11-3182-DGN	DRAWING NO: S-1-11-3182	DESIGNER: J.H. D.	

LEGEND

ORB = OFFICIAL RECORD BOOK
RAW = RIGHT OF WAY
C = CENTERLINE
PB = PLAT BOOK
DB = DEED BOOK
P = PAGE

*This is Not a
Recorded
Document*

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

ANGLES ARE BASED ON THE PLAT OF MANILA PARK, PLAT BOOK 23, PAGE 210 SAID OFFICE OF THE CLERK OF THE CIRCUIT COURT, (AS SHOWN ON THIS SURVEY) AND ALL OTHERS ARE RELATIVE THERETO, WITH THE CENTERLINE OF KIRK ROAD ASSUMED NORTH.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE 5547



4-7-11
DATE

PARCEL 201 - PERMANENT EASEMENT
KIRK ROAD NORTH OF LAKEWOOD ROAD

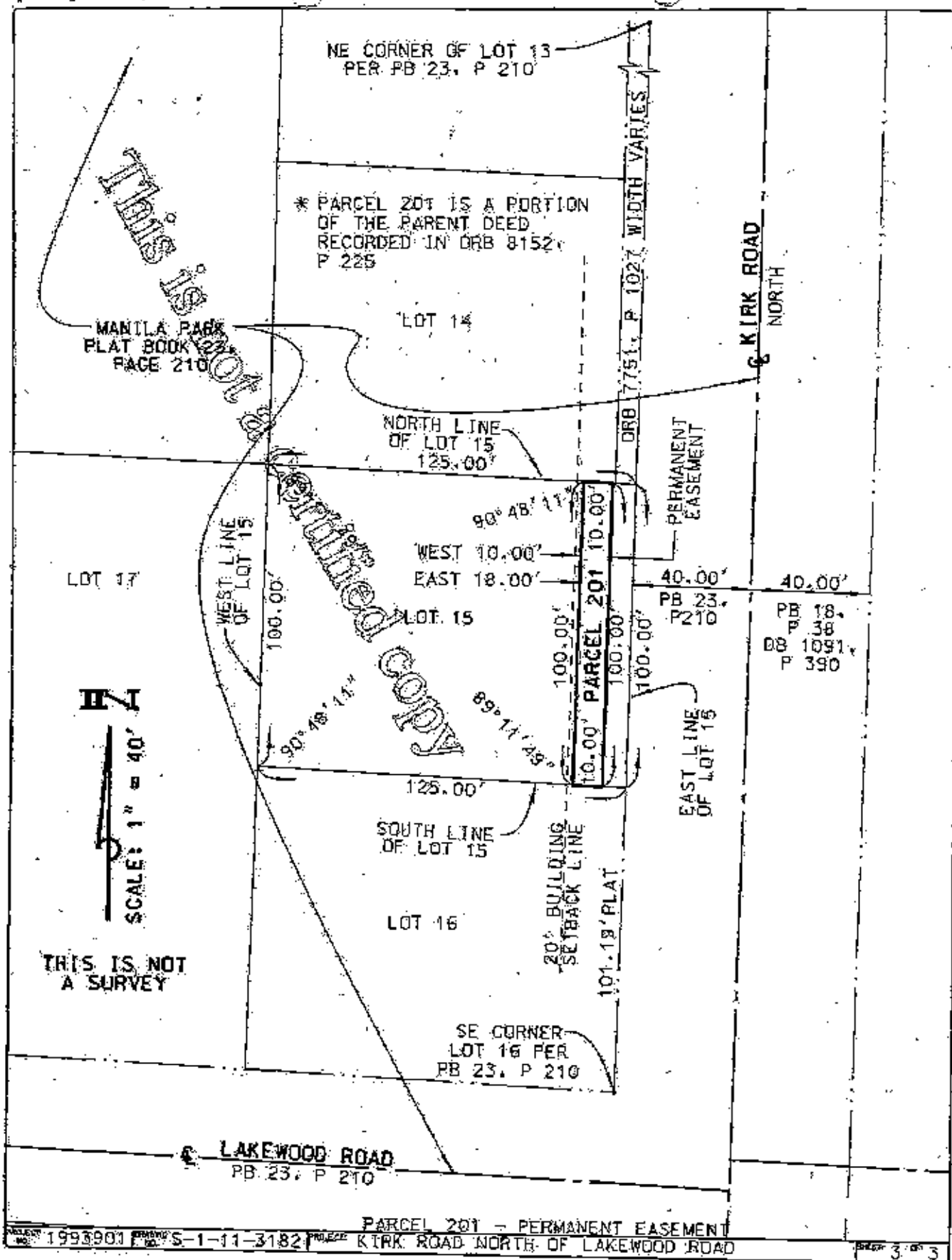


EXHIBIT A-3



Recorded: Palm Beach County
Name: R/W Acquisition Section
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn: Terry Cohn, Right-of-Way Specialist
Acct. No.: 1081 WACBOX 4866

CFN: 20110178775
OR. BK 24527 PG 1384
RECORDED 05/16/2011 15:27:19
Palm Beach County, Florida
APT. 1B. 08
Doc Stamp 6.70
Sharon R. Bock, CLERK & CONTROLLER
Pgs 1384 - 1394; (11pgs)

This Instrument Prepared by:
Paul E. King, Assistant County Attorney
Post Office Box 21229
West Palm Beach, Florida 33416

A public record of PCN: 09-03-44-18-00-000-7051

R2011 06 93
COUNTY DEED

THIS DEED, made this 15 day of MAY 0 3 2011, 2011, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 21229, West Palm Beach, FL 33416, party of the first part, and the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a not for profit corporation existing under the laws of the State of Florida, whose post office address is 100 Australian Avenue, Suite 410, West Palm Beach, FL 33406, party of the second part,

The property may only be used for affordable housing, which shall mean homebuyers earning between 50%-120% of Area Median Income which shall be adjusted annually by the United States Department of Housing and Urban Development; and in the event the property is conveyed, the party of the second part agrees to also impose said deed restriction to be recorded in the public records of Palm Beach County.

The conditions and restrictions imposed by this County Deed shall constitute covenants running with the land and shall be binding upon and burden the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property. In the event the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property, does not use the property as affordable housing or the terms described herein, the real property conveyed herein shall revert to the party of the first part.

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

Property more particularly described in Exhibit "A", attached hereto and made a part hereof, and;

Less the area described in Exhibit "B" that is hereby reserved as road right-of-way, and;

Reserving, however, unto party of the first part, its successors and assigns a Permanent Easement over, upon, under, through and across the area described in Exhibit "C" of the Property. The party of the first part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the Permanent Easement area.

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

ATTEST:
SHARON BOCK
CLERK & COMPTROLLER

R 2011 06 93 MAY 03 2011

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk



By: [Signature]
Karen F. Marcus, Chair

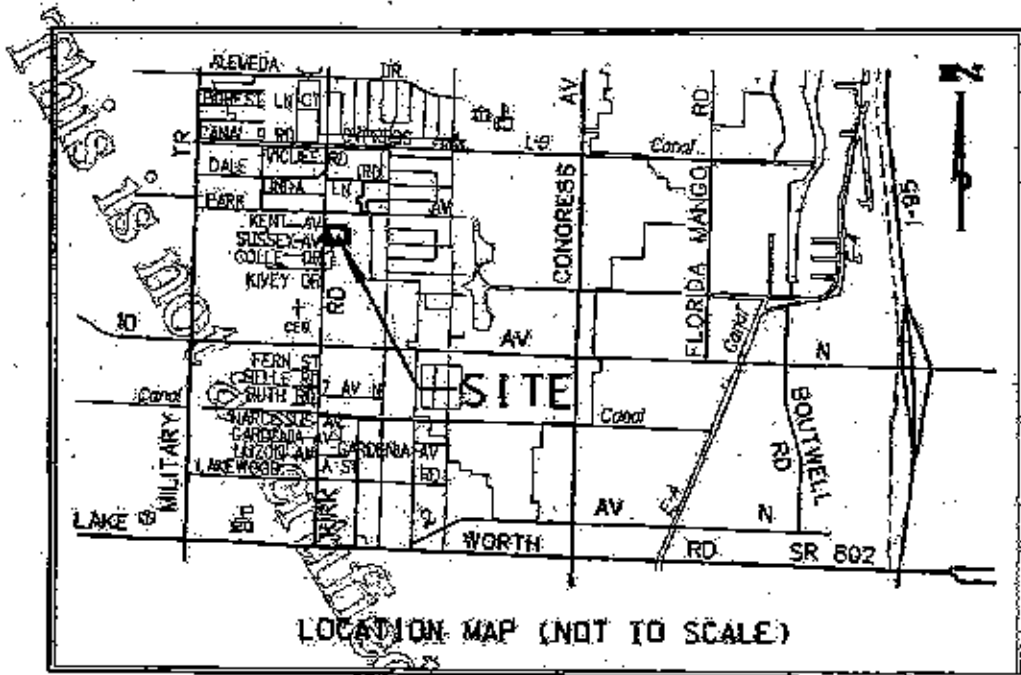
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

27146L Rev. 11/12/08
N&R-C, W&T/PP/Kirk Reed Conveyances and Trust Deeds with Public County Deed Lays Trust K&S Ltd

Handwritten: Original Copy

EXHIBIT "A"
 PARCEL 2 - PARENT PARCEL



LEGAL DESCRIPTION
 (ORB 7837, P 492)

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 150 FEET OF THE NORTH 325 FEET OF THE EAST 115 FEET OF THE WEST 140 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PARCEL CONTAINS 17,250 SQUARE FEET MORE OR LESS.

PROJECT NO. 1993901	SHEET 1 OF 3	PROJECT: PARCEL 2 PARENT PARCEL KIRK ROAD SOUTH OF PARK LANE	ROADWAY COMMENT 	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH FL 33411
	DESIGN YEAR: MAR S-1-11-3198 DGN	DRAWING NO.: S-1-11-3198	DATE: 2/15/11 BY: RYA	

LEGEND

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
C = CENTERLINE
DB = DEED BOOK
PB = PLAT BOOK
P = PAGE
PBC = PALM BEACH COUNTY

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18) AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

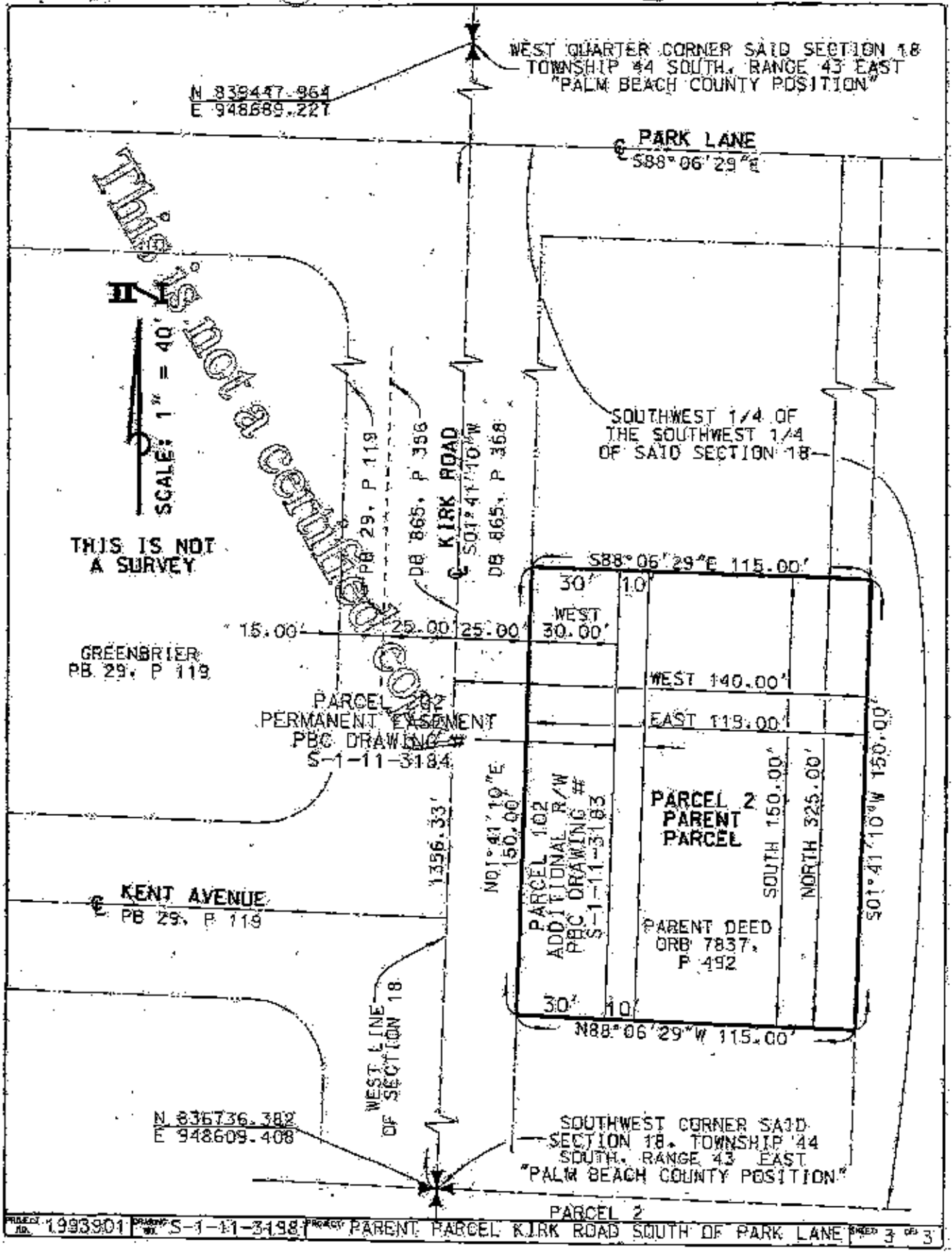
N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5776

4-7-11
DATE



PARCEL 2

PROJECT 1993901 DRAWING S-1-11-3198 PARENT PARCEL KIRK ROAD SOUTH OF PARK LANE SHEET 2 OF 3



This is Not a Certified Copy

EXHIBIT "B"


PARCEL 102 - 30' ADDITIONAL R/W

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30.00 FEET OF THE SOUTH 150 FEET OF THE NORTH 325 FEET OF THE EAST 115 FEET OF THE WEST 140 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PARCEL CONTAINS 4,500 SQUARE FEET MORE OR LESS.

1088551 3391	PROJECT:	PARCEL 102 30' ADDITIONAL R/W KIRK ROAD SOUTH OF PARK LANE	DATE: 2/16/11	NO. 1	REVISIONS	BY	DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2500 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	REVISIONS:	1 R/W COMMENTS			1 ROADWAY COMMENTS			
	OWNER FILE NO:	S-1-11-3183-DGH	OWNER NO.:	S-1-11-3183				

LEGEND

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
C = CENTERLINE
PB = PLAT BOOK
DB = DEED BOOK
P = PAGE

This is Doc

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

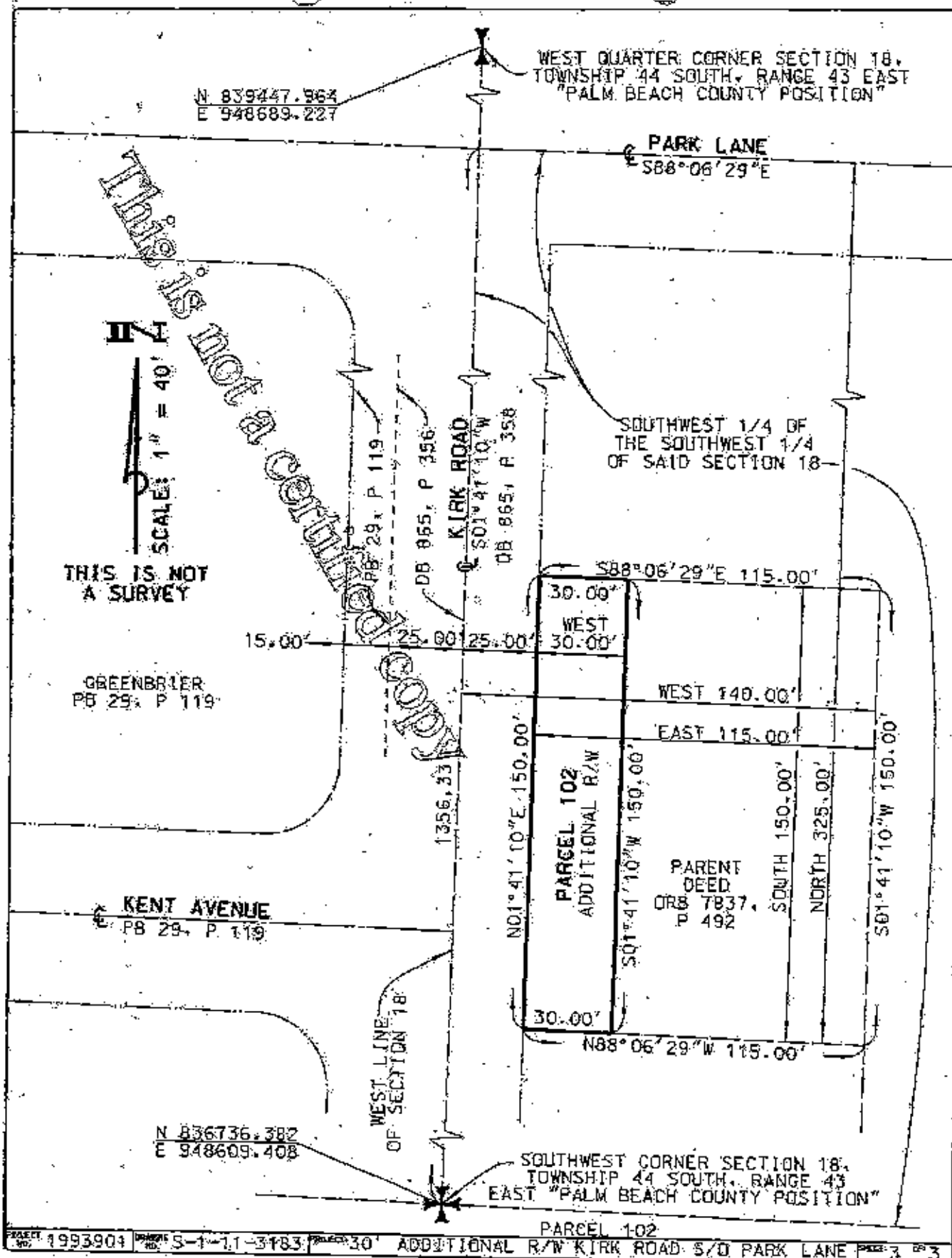
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5176

4-7-11
DATE

PARCEL 102

PROJECT 1993904 PARCEL 102 S-1-11-3183 PROJECT 30 ADDITIONAL R/W KIRK ROAD S/O PARK LANE SHEET 2 OF 3



This is not a
Final Plat

EXHIBIT "C"

PARCEL 202 - PERMANENT EASEMENT


LEGAL DESCRIPTION

A PERMANENT EASEMENT LYING IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF THE WEST 40.00 FEET OF THE SOUTH 150 FEET OF THE NORTH 325 FEET OF THE EAST 115 FEET OF THE WEST 140 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, SITING, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

EASEMENT CONTAINS 1,500 SQUARE FEET MORE OR LESS.

Copy

1993801 sheet 1 of 3	PARCEL 202 PERMANENT EASEMENT KIRK ROAD SOUTH OF PARK LANE		11/9/2008 W. R. G. ... D. H. ... 40 ... N/A	1 R/W COMMENTS ROADWAY COMMENTS	1 1 1	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 290 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-11-3184.DGN	DESIGN NO. S-1-11-3184		FILED BY N/A	DATE 11/9/08	

LEGEND:

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
C = CENTERLINE
PB = PLAT BOOK
DB = DEED BOOK
P = PAGE

This is not a survey and this property has not been located on the ground or verified in any way in the field.

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, 1151A CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5776

4-7-11
DATE

PARCEL 202

PROJECT NO. 1993901 DRAWING NO. S-1-11-3184 PROJECT PERMANENT EASEMENT KIRK ROAD S/O PARK LANE SHEET 2 OF 3

THIS IS NOT A SURVEY

N 839447.964
E 948689.227

WEST QUARTER CORNER SECTION 18,
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

This is Not a Certain Parcel

SCALE: 1" = 40'

PARK LANE

S88°06'20"E

NORTHWEST 1/4 OF
THE SOUTHWEST 1/4
OF SAID SECTION 18.

KIRK ROAD

S01°41'10"W

DB 865, P 358

S88°06'20"E 115.00'

GREENBRIER
PB. 29, P 119

15.00'

PB 29, P 119

25.00'

WEST 40.00'

EAST 10.00'

WEST 140.00'

EAST 135.00'

PARENT
DEED
ORB
7837,
P 492

SOUTH 150.00'

NORTH 325.00'

S01°41'10"W 150.00'

KENT AVENUE
PB 29, P 119

N01°41'10"E 150.00'

N01°41'10"E 150.00'

S01°41'10"W 150.00'

PERMANENT
EASEMENT

N88°06'20"W 115.00'

N 836736.382
E 948609.408

WEST LINE OF
SECTION 18

SOUTHWEST CORNER SECTION 18,
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

PARCEL 202

PROJECT NO. 1993901 PERMIT NO. S-1-11-3184 PROJECT DESCRIPTION PERMANENT EASEMENT KIRK ROAD S/O PARK LANE SHEET 3 OF 3

Return to: Palm Beach County
Name: R/W Acquisition Section
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn: Trip Cook, Right-of-Way Specialist
Ass. No: 1010 WCBOR 1006

CFN 20110478777
CR BK 24527 PG 1395
RECORDED 05/16/2011 15:27:19
Palm Beach County, Florida
INT 15.00
Doc Stamp: \$ 70
Sheron K. Book, CLERK & COMPTROLLER
Pgs 1395 - 1485; (11pgs)

THIS instrument prepared by:
Name: Paul E. King, Assistant County Attorney
Post Office Box 21229
Address: West Palm Beach, Florida 33416

A government PCS: 00-45-44-18-09-000-7000

COUNTY DEED

R2011 06 93

THIS DEED, made this 15 day of May 2011, 2011 by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 21229, West Palm Beach, FL 33416, party of the first part, and the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a not for profit corporation existing under the laws of the State of Florida, whose post office address is 100 Australian Avenue, Suite 410, West Palm Beach, FL 33406, party of the second part.

The property may only be used for affordable housing, which shall mean homebuyers earning between 50%-120% of Area Median Income which shall be adjusted annually by the United States Department of Housing and Urban Development, and in the event the property is conveyed, the party of the second part agrees to also impose said deed restriction to be recorded in the public records of Palm Beach County.

The conditions and restrictions imposed by this County Deed shall constitute covenants running with the land and shall be binding upon and burden the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property. In the event the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property, does not use the property as affordable housing or the terms described herein, the real property conveyed herein shall revert to the party of the first part.

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

Property more particularly described in Exhibit "A", attached hereto and made a part hereof, and;

Less the area described in Exhibit "B" that is hereby reserved as road right-of-way, and;

Reserving, however, unto party of the first part, its successors and assigns a Permanent Easement over, upon, under, through and across the area described in Exhibit "C" of the Property. The party of the first part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the Permanent Easement area.

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

R2011 06 93 MAY 03 2011

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER
By: [Signature]
Deputy Clerk

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS
By: [Signature]
Kendra T. Marcus, Chair



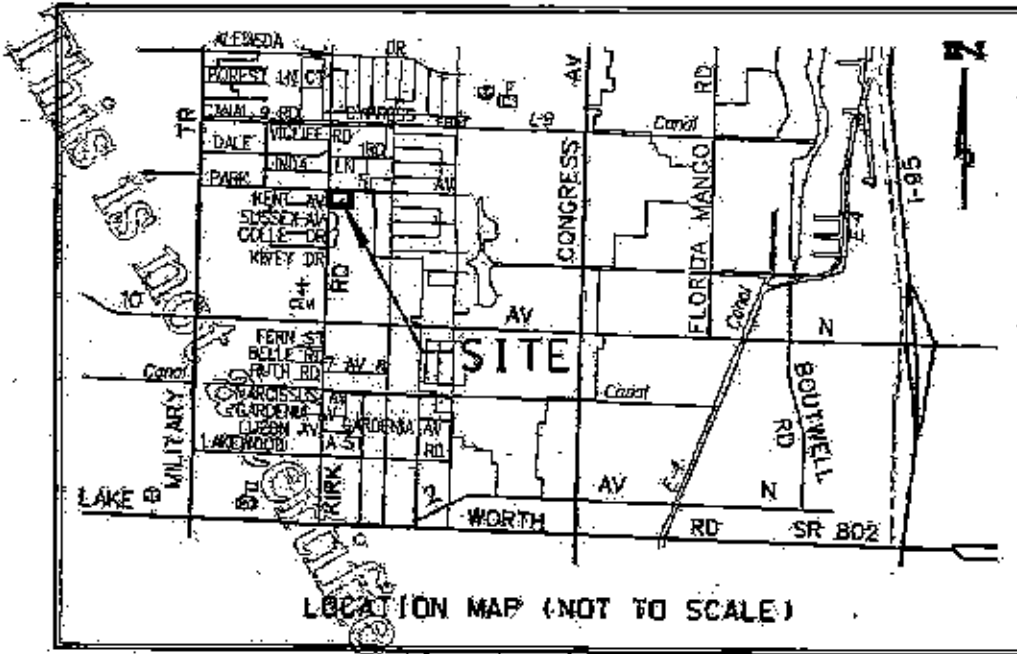
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By: [Signature]
Assistant County Attorney

2011-05-03 11:24:08
NEW 0. WORKFLOW FOR Real Conveyances Land Title Ejectment 271-1-1-03 County/Deed Land Trust 7050.doc

Handwritten: Original Copy

EXHIBIT "A"


PARCEL 3 - PARENT PARCEL



LEGAL DESCRIPTION
(ORB 7897, P 1733)

A PARCEL OF LAND BEING THE NORTH 150 FEET OF THE SOUTH 300 FEET OF THE NORTH 325 FEET OF THE EAST 115 FEET OF THE WEST 140 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LESS THE NORTH 15 FEET, PALM BEACH COUNTY, FLORIDA.

PARCEL CONTAINS 15,525 SQUARE FEET MORE OR LESS.

PROJECT NO. 993904	DATE 1	PROJECT PARCEL 3 PARENT PARCEL KIRK ROAD AT PARK LANE	DESIGNER S-1-11-3199.DGN	DRAWN S-1-11-3199	SCALE N/A	REVISIONS NO. 1 DATE 2/16/11 BY J.H. CHECKED N.A. DATE 2/16/11	APPROVAL ROADWAY COMMENTS	DATE	BY	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2500 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	1									

LEGEND

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
C = CENTERLINE
DB = DEED BOOK
PB = PLAT BOOK
P = PAGE
PBC = PALM BEACH COUNTY

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5776

4-7-11
DATE



PROJECT 1993901 DRAWING S-1-11-3199 PARCEL 3 PARENT PARCEL KIRK ROAD AT PARK LANE SHEET 2 OF 3

This is not a copy

EXHIBIT "B"


PARCEL 103 - 30' ADDITIONAL R/W

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 150 FEET OF THE SOUTH 300 FEET OF THE NORTH 325 FEET OF THE EAST 115 FEET OF THE WEST 140 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LESS THE NORTH 15 FEET, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL; THENCE SOUTH 01°41'10" WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 135.00 FEET TO THE SOUTH LINE OF THE NORTH 175.00 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 88°06'29" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°41'10" EAST ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 109.91 FEET; THENCE NORTH 46°47'21" EAST, A DISTANCE OF 35.42 FEET TO THE NORTH LINE OF THE AFOREMENTIONED PARCEL; THENCE NORTH 88°06'29" WEST ALONG SAID NORTH LINE, A DISTANCE OF 55.09 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4,365 SQUARE FEET MORE OR LESS.

1085661 1985901	SHEET 1 OF 3	PROJECT PARCEL 103 30' ADDITIONAL R/W KIRK ROAD AT PARK LANE	DATE 11/9/12	REVISION ROADWAY COMMENTS	BY [Signature]	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2390 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-11-3185.DGN	COUNTY NO. S-1-11-3185	DRAWN BY [Signature]	CHECKED BY [Signature]	SCALE N/A	

LEGEND

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
C = CENTERLINE
PB = PLAT BOOK
DB = DEED BOOK
P = PAGE

This is Moreda Company

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41' TO WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISIT CENTER 2300 NORTH JDG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039235

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

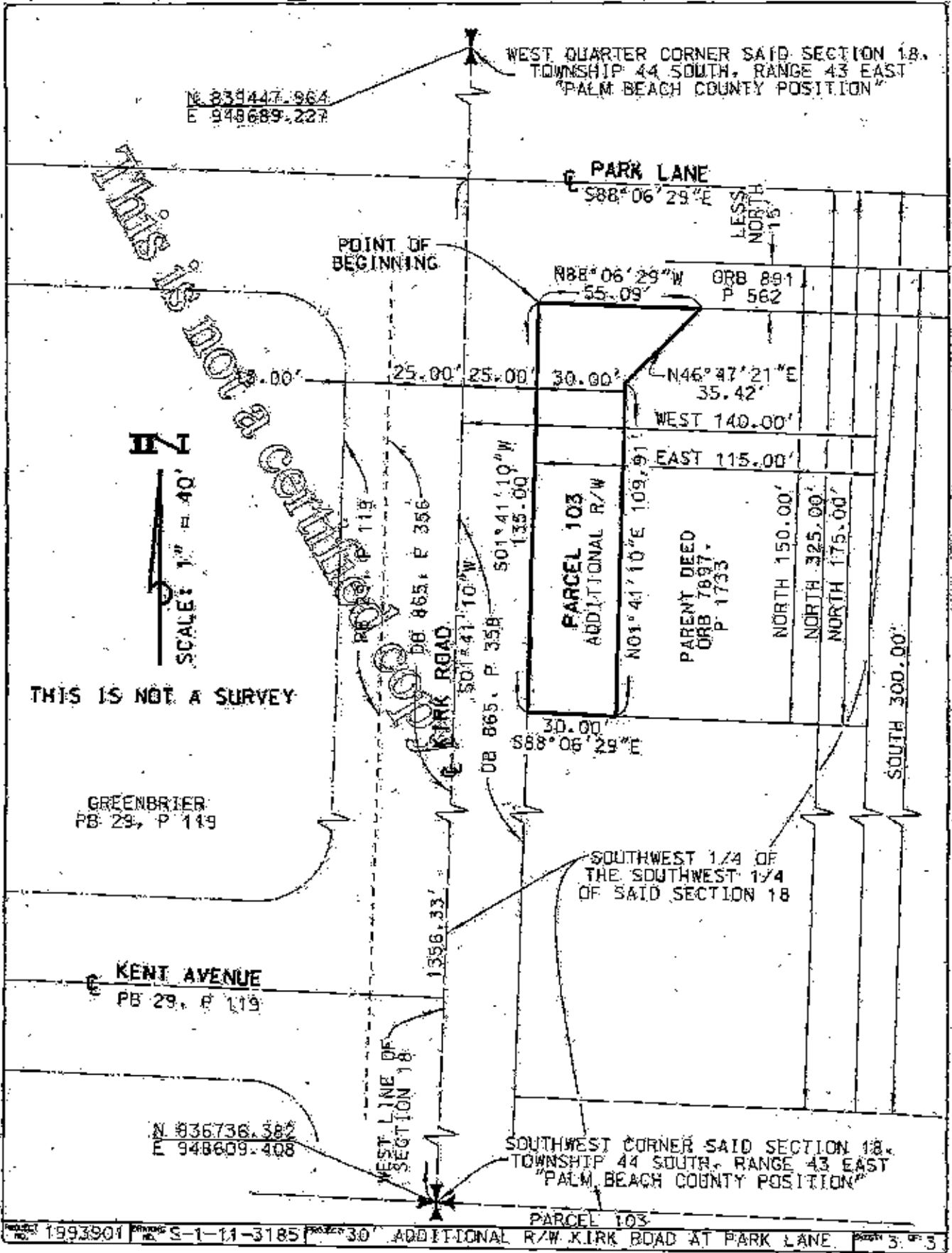
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N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE # 576

4-7-11
DATE

PARCEL 103

PROJECT 1993901 DRAWING S-1-11-3189 SHEET 30 ADDITIONAL R/W KIRK ROAD AT PARK LANE SHEET 2 OF 3



This is Not a Copy

EXHIBIT "C"


PARCEL 203 - PERMANENT EASEMENT

LEGAL DESCRIPTION

A PERMANENT EASEMENT BEING A PORTION OF THE NORTH 150 FEET OF THE SOUTH 300 FEET OF THE NORTH 325 FEET OF THE EAST 115 FEET OF THE WEST 140 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LESS THE NORTH 15 FEET, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED PARCEL; THENCE SOUTH 88°06'29" EAST ALONG THE SOUTH LINE OF THE NORTH 175.00 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°41'10" EAST ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 109.91 FEET; THENCE NORTH 46°47'21" EAST, A DISTANCE OF 14.12 FEET; THENCE SOUTH 01°41'10" WEST ALONG A LINE 65.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 119.91 FEET; THENCE NORTH 88°06'29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 1.149 SQUARE FEET MORE OR LESS.

sheet: 1 of: 3 1993901	parcel: PARCEL 203 PERMANENT EASEMENT KIRK ROAD AT PARK LANE	parcel: 4018 owner: E. A. O'Hara created: 2/18/11 N/A	revision: 1 ROADWAY COMMENTS	sheet: 1 of: 3	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2200 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	official file no: S-1-11-3186.DGN		drawing no: S-1-11-3186	date: 2/18/11	

LEGEND

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
C = CENTERLINE
PB = PLAT BOOK
DB = DEED BOOK
P = PAGE

This is *not* a survey and this property has not been located on the ground or verified in any way in the field.

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 13 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISION CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5576

4-7-11
DATE



1993903 S-1-11-3186 PERMANENT EASEMENT KIRK ROAD AT PARK LANE 2 OF 3

THIS IS NOT A SURVEY

N 839247.964
E 946689.227

WEST QUARTER CORNER SAID SECTION 18,
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

This is not a certified deed

SCALE: 1" = 40'

GREENBRIER
PB 29, P 119

* PARCEL 203 IS A PORTION
OF THE PARENT DEED
RECORDED IN DRB 7897,
P 1733

KENT AVENUE
PB 29, P 119

N 836736.382
E 948609.408

WEST
LINE OF
SECTION 18

1356.33'

DB 865, P. 358

KIRK ROAD

501°41'10"W

501°41'10"W
135.00'

N01°41'10"E
109.91'

S01°41'10"W
119.91'

PARCEL 203

10.00'
PERMANENT
EASEMENT

NORTH 150.00'

NORTH 325.00'

NORTH 176.00'

SOUTH 300.00'

10.00'
N88°06'29"W
POINT OF
BEGINNING
30.00'
S88°06'29"E
POINT OF COMMENCEMENT

SOUTHWEST 1/4 OF
THE SOUTHWEST 1/4
OF SAID SECTION 18

SOUTHWEST CORNER SAID SECTION 18,
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

PARK LANE
S88°06'29"E

LESS
NORTH
15'

N88°06'29"W DRB 891
55.09' P 562

N46°47'21"E
14.12'
WEST
30.00'

40.00'
25.00'

WEST 140.00'

EAST 115.00'

PROJECT No. 1993901 | RECORD No. S-1-11-3186 | PROJECT PERMANENT EASEMENT KIRK ROAD AT PARK LANE | SHEET 3 OF 3

EXHIBIT A-4



Return to: Palm Beach County
Name: R/W Acquisition Section
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn: Tracy Good, Right-of-Way Specialist
Acct. No.: 0110 WPC BOX 1066

CFN 20110178779
CR BK 24527 PG 1417
RECORDED 05/16/2011 15:27:19
Palm Beach County, Florida
EST 10.00
Doc Stamp 8.70
Sheron K. Hook, CLERK & CONTROLLER
Page 1417 - 1427; (113pgs)

This instrument prepared by:
Name: Paul E. King, Assistant County Attorney
Post Office Box 21229
Address: West Palm Beach, Florida 33416

A particular PCN: 00-43-44-(8-00-000)-7240

COUNTY DEED
R2011_06 93

THIS DEED, made this day of **MAY 03** 2011, 2011 by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose post office address is P.O. Box 21229, West Palm Beach, FL 33416, party of the first part, and the **COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**, a not for profit corporation existing under the laws of the State of Florida, whose post office address is 100 Australian Avenue, Suite 410, West Palm Beach, FL 33406 party of the second part.

The property may only be used for affordable housing, which shall mean homebuyers earning between 30%-120% of Area Median Income which shall be adjusted annually by the United States Department of Housing and Urban Development, and in the event the property is conveyed, the party of the second part agrees to also impose said deed restriction to be recorded in the public records of Palm Beach County.

The conditions and restrictions imposed by this County Deed shall constitute covenants running with the land and shall be binding upon and burden the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property. In the event the party of the second part, their successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the described real property, does not use the property as affordable housing or the terms described herein, the real property conveyed herein shall revert to the party of the first part.

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

Property more particularly described in Exhibit "A", attached hereto and made a part hereof, and;

Less the area described in Exhibit "B" that is hereby reserved as a road right-of-way, and;

Reserving, however, unto party of the first part, its successors and assigns a Permanent Easement over, upon, under, through and across the area described in Exhibit "C" of the Property. The party of the first part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the Permanent Easement area.

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: [Signature]
Deputy Clerk



R 2011-06-93 MAY 03 2011
PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

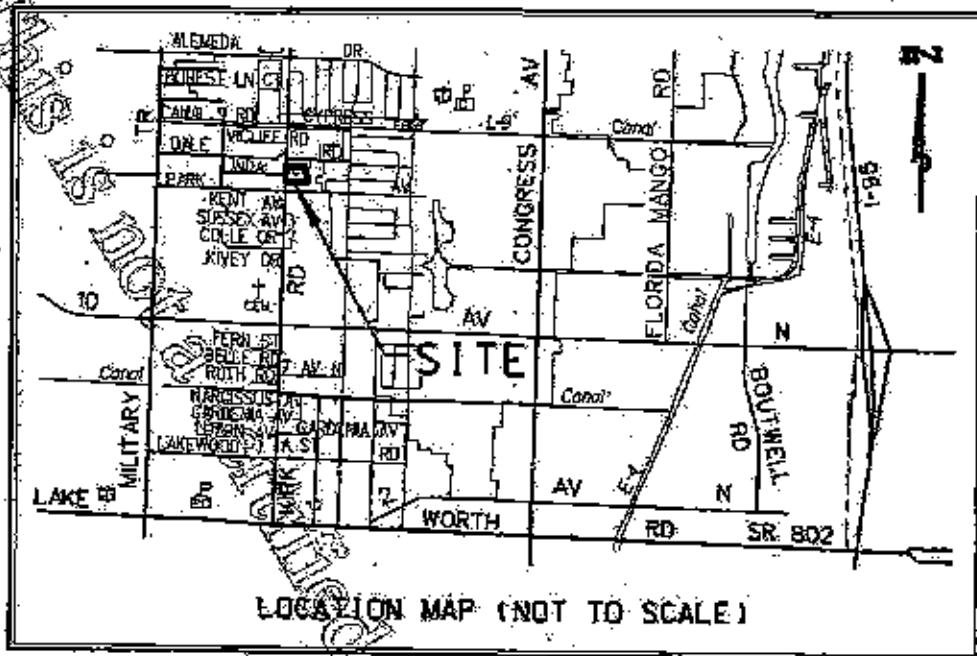
By: [Signature]
Eileen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

201-001 Rev. 11/12/08
NOT TO BE USED FOR ANY OTHER PURPOSES EXCEPT FOR THE ORIGINAL RECORD OF THE COUNTY DEED AND TRUST RECORDS.

EXHIBIT "A"
 PARCEL 5 - PARENT PARCEL



LOCATION MAP (NOT TO SCALE)

LEGAL DESCRIPTION
 (ORB 7982, P 14)

A PARCEL OF LAND BEING THE NORTH 103 FEET OF THE SOUTH 644 FEET OF THE EAST 230 FEET OF THE WEST 255 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

PARCEL CONTAINS 23,690 SQUARE FEET MORE OR LESS.

Parcel No. 993901	Parcel 1 of 3	PARCEL 5 PARENT PARCEL KIRK ROAD SOUTH OF DALE ROAD	877 COMMENTS ROADWAY COMMENTS	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	Original File No. S-1-11-3203.00N	Original No. S-1-11-3203	Date of Issue N/A	Date of Issue N/A

LEGEND:

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
C = CENTERLINE
PB = PLAT BOOK
DB = DEED BOOK
P = PAGE

I = WEST QUARTER CORNER SAID SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
+ = SOUTHWEST CORNER SAID SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
PBC = PALM BEACH COUNTY

This is not

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING DP SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID:

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard

NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE # 5775

4-7-11
DATE

PARCEL 5

PROJECT No. 1993901 PLAT No. S-1-11-3203 PROJECT PARENT PARCEL KIRK ROAD SOUTH OF DALE ROAD SHEET 2 OF 3

LEGEND

ORB = OFFICIAL RECORD BOOK
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TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
+ = SOUTHWEST CORNER SAID SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
PBC = PALM BEACH COUNTY

This is not a survey

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83, 1990 ADJUSTED BEARING OF SOUTH 01° 41' 10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18) AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PARAGRAPH SECTION 472.027, FLORIDA STATUTES.

N. J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE # 5776

4-7-11
DATE

PARCEL 5

PROJECT 1993901 PLAT S-1-11-3203 PARENT PARCEL KIRK ROAD SOUTH OF DALE ROAD PAGE 2 OF 3

This is not a certified copy

EXHIBIT "B"

PARCEL 105 -- ADDITIONAL R/W

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 103 FEET OF THE SOUTH 644 FEET OF THE EAST 230 FEET OF THE WEST 255 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE AFDREMENTIONED PARCEL; THENCE NORTH $01^{\circ}41'10''$ EAST ALONG A LINE 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 103.00 FEET; THENCE SOUTH $88^{\circ}06'29''$ EAST ALONG A LINE 644.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 55.09 FEET; THENCE SOUTH $46^{\circ}47'21''$ WEST, A DISTANCE OF 35.42 FEET; THENCE SOUTH $01^{\circ}41'10''$ WEST, ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 77.91 FEET; THENCE NORTH $88^{\circ}06'29''$ WEST ALONG A LINE 544.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,405 SQUARE FEET MORE OR LESS.

108386 1993801	PROJECT: PARCEL 105 ADDITIONAL R/W KIRK ROAD SOUTH OF DALE ROAD	JOB: 1 R/W COMMENTS 2 HIGHWAY COMMENTS 3 N/A	DATE: 10/11/01	BY: [Signature]	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2200 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME: S-1-11-3193.DGN		DRAWING NO.: S-1-11-3193	SCALE: N/A	

LEGEND

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- P = PAGE
- I = WEST QUARTER CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
- ⊕ = SOUTHWEST CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

This is not a survey

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON GRID NAD 83. 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT):

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, F.S. CHAPTER 472, SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5776

4-7-11
DATE

PARCEL 105

PROJECT NO. 1993901 DRAWING NO. S-1-11-3193 PROJECT DESCRIPTION: ADDITIONAL R/W KIRK RD. SOUTH OF DALE RD. SHEET 2 OF 3

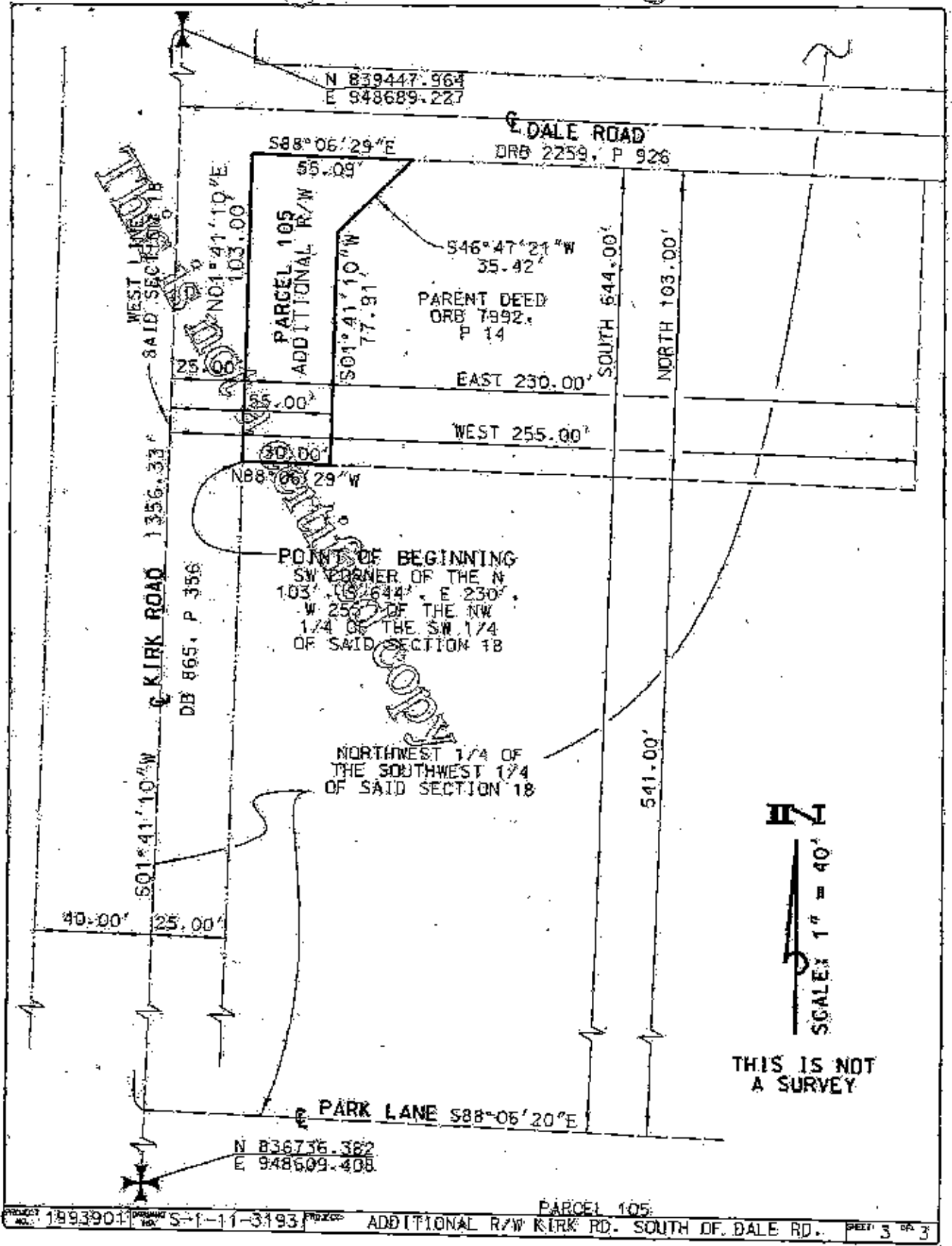


EXHIBIT "C"

PARCEL 205 - PERMANENT EASEMENT

This is not a contract

LEGAL DESCRIPTION

A PERMANENT EASEMENT BEING A PORTION OF THE NORTH 103 FEET OF THE SOUTH 644 FEET OF THE EAST 230 FEET OF THE WEST 256 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED PARCEL; THENCE SOUTH 88° 05' 29" EAST ALONG A LINE 541.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE A DISTANCE OF 10.00 FEET; THENCE NORTH 01° 41' 10" EAST ALONG A LINE 65.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 87.91 FEET; THENCE SOUTH 46° 47' 21" WEST, A DISTANCE OF 14.12 FEET; THENCE SOUTH 01° 41' 10" WEST, ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 77.91 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 829 SQUARE FEET MORE OR LESS.

1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100	SHEET 1 OF 3	PROJECT: PARCEL 205 PERMANENT EASEMENT KIRK ROAD SOUTH OF DALE ROAD	REVISION 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	DATE: 11/11/2011 TIME: 10:00 AM N/A	R/W COMMENTS BOUNDARY COMMENTS	BALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2306 NORTH JOE ROAD WEST PALM BEACH, FL 33411
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LEGEND

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT OF WAY
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PB = PLAT BOOK
DB = DEED BOOK
P = PAGE

I = WEST QUARTER CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
+ = SOUTHWEST CORNER OF SECTION 18
TOWNSHIP 44 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

SURVEYOR'S REPORT

THIS IS NOT A SURVEY AND THIS PROPERTY HAS NOT BEEN LOCATED ON THE GROUND OR VERIFIED IN ANY WAY IN THE FIELD.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

BEARINGS ARE BASED ON A GRID NAD 83; 1990 ADJUSTED BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD (BEING THE WEST SECTION LINE OF SAID SECTION 18 AND ALL OTHERS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISION CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THE STATE PLANE COORDINATES SHOWN HEREON ARE GRID.

DATUM (NAD 83/1990 ADJUSTMENT)

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
FLORIDA EAST ZONE

SCALE FACTOR = 1.000039233

ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PUBLISHED SECTION 472.027, FLORIDA STATUTES.

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE

4-7-11
DATE

PARCEL 205

1993901 PERM S-1-11-3194 PERMANENT EASEMENT KIRK RD. SOUTH OF DALE RD. SHEET 2 OF 3

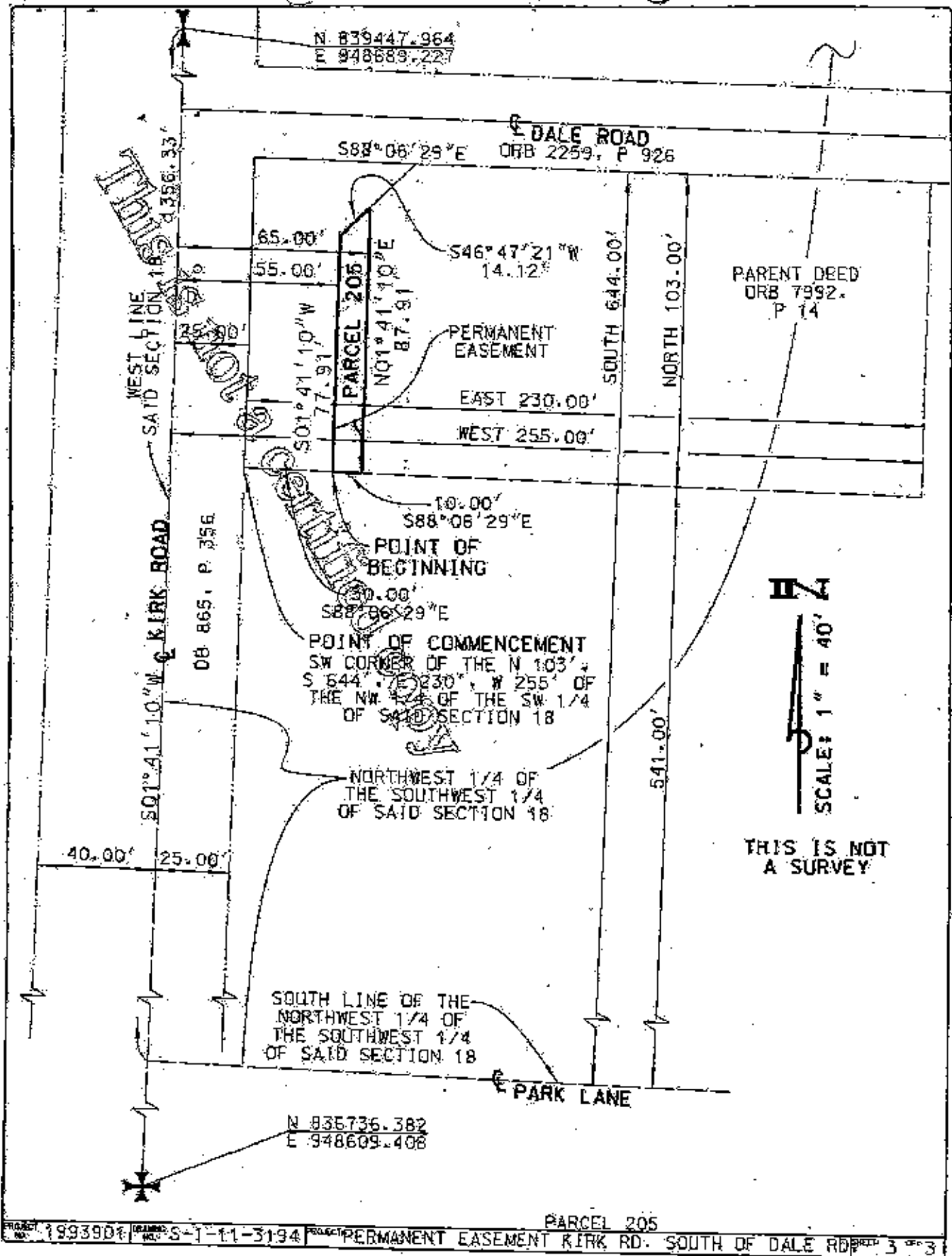


EXHIBIT B

PROMISSORY NOTE

\$654,767

West Palm Beach, Florida

Date: _____

FOR VALUE RECEIVED the undersigned **COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**, a not-for-profit corporation duly organized and existing by virtue of the laws of the State of Florida ("Maker"), promises to pay to the order of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, in lawful money of the United States of America, the principal sum of **Six Hundred Fifty-Four Thousand Seven Hundred Sixty-Seven and 00/100 Dollars (\$654,767.00)** (the "Loan"), or such lesser sum as shall have been advanced hereunder pursuant to the Agreement referred to below, plus accrued interest, as follows:

- 1) The entire Loan is non-amortizing and this Note shall bear interest at the stated rate of **zero percent (0%) per annum** computed only on the outstanding principal balance from time to time remaining unpaid from the date of each disbursement.
- 2) Unless acceleration is made by Holder pursuant to the provisions hereof, the outstanding principal balance from time to time remaining unpaid from the date of each disbursement, plus accrued interest thereon, plus any amounts due under this Note or any other Loan Document shall be paid in full no later than **September 30, 2019 (Maturity Date)**, or prior to the Maturity Date upon the earlier occurrence of either:
 - (a) The Maker's sale, pursuant to the Agreement, of the HOME Assisted Unit for which this Loan is made; or
 - (b) When otherwise required by the Loan Documents.
- 3) This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred and unpaid interest and the balance, if any, to the principal balance. The prepayment of this Note shall not relieve the Maker of its obligations under the Loan Documents referred to below.
- 4) After maturity or acceleration, this Note shall bear interest at the Default Interest Rate which shall be the maximum interest rate allowed by applicable law, until paid in full.
- 5) All terms hereunder shall be as construed and defined in Chapter 91-28, Florida Administrative Code.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAX ON DOCUMENTS. STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE AND CANCELLED AS REQUIRED BY LAW.

This Note is executed pursuant to the terms and conditions of that certain Agreement dated _____, 2017, as amended, between Maker, as Borrower, and Holder, as Lender, is secured by a Mortgage and Security Agreement (the "Mortgage"), of even date herewith, encumbering certain real property located in Palm Beach County, Florida. The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents". Project is the CLT Scattered Sites project which is more fully described in the Loan Documents.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the First Mortgage indebtedness as set forth in Mortgage.

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful in such case to contract for, or to make any payment, or to do any act contrary to ethical law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and a portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due any payment of interest or other amount due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Notwithstanding the foregoing, Holder shall not exercise any remedies hereunder prior to the expiration of any notice and cure period in the Agreement.

Any payment hereunder not paid when due (at maturity, upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay holder a late charge of five percent (5%) of any required payment which is not received by Holder within five (5) days following the date said payment is due pursuant to the Note. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence hereunder. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Maker agrees to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a case of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another loan document.

Whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment hereof respectively, hereby (a) expressly waive any valuation and appraisal, presentment, notice of dishonor, protest, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF ANY DEFAULT, SUBJECT TO APPLICABLE NOTICE AND CURE PROVISIONS, BY THE MAKER UNDER THE LOAN REFERENCED HEREIN, THE SOLE REMEDY OF THE HOLDER SHALL BE TO FORECLOSE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THIS LOAN, AND IN NO EVENT SHALL THE MAKER HAVE ANY LIABILITY FOR THE PAYMENT OF THE LOAN OR FOR ANY OTHER OBLIGATIONS REFERENCED HEREIN, OR FOR THE PAYMENT OF ANY DEFICIENCY FOLLOWING THE FORECLOSURE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THE LOAN.

MAKER AND HOLDER WAIVE THEIR RIGHTS TO A TRIAL BY JURY IF ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

Signed, sealed and delivered
in the presence of:

MAKER:

Witnesses:

**COMMUNITY LAND TRUST
OF PALM BEACH COUNTY, INC.,**
a Florida not-for-profit corporation

Witness Signature

By: _____
Cynthia LaCourse-Blum,
Executive Director

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of, _____, 20___, by Cynthia LaCourse-Blum, as Executive Director of Community Land Trust of Palm Beach County, Inc., is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Signature: _____

Notary Name: _____

(NOTARY SEAL ABOVE)

Notary Public - State of Florida

EXHIBIT C

Return to:

Prepared by:

James Brako, Esq.
Palm Beach County Attorney's Office
P.O. Box 1989
West Palm Beach, FL 33402

NOTE TO CLERK OF CIRCUIT COURT: THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER PART V OF CHAPTER 420 OF THE FLORIDA STATUTES AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, FLORIDA STATUTES.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), executed on _____, by **Community Land Trust of Palm Beach County, Inc.**, a not-for-profit corporation duly organized and existing by virtue of the laws of the State of Florida (the "Mortgagor") and **Palm Beach County**, a political subdivision of the State of Florida (the "Mortgagee" or "County") (which term as used in every instance shall include the Mortgagee's successors and assigns);

WITNESSETH:

The Mortgagor is the owner of the premises described in Exhibit A attached hereto (hereinafter the "Premises") and made a part hereof. Mortgagee has this date loaned **Six Hundred Fifty-Four Thousand Seven Hundred Sixty-Seven and 00/100 Dollars (\$654,767.00)** to Mortgagor and in connection therewith Mortgagor has this date executed and delivered to Mortgagee its Promissory Note in that amount (the "Note"). A true copy of the Note is annexed hereto as Exhibit B and forms a part hereof.

This Mortgage is given in accordance with that certain Agreement between Mortgagor and Mortgagee as executed on _____. This Mortgage and Security Agreement, the Note, and the Agreement, including any amendments thereto, and any other documents evidencing and securing the Loan, shall hereinafter collectively be referred to as the "Loan Documents".

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in consideration of the premises and in order to secure payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage, and the performance and observance of all the provisions hereof, and of the Loan Documents and subject to the Permitted Exceptions identified in the Agreement, hereby gives, leases, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all of the Mortgagor's estate, right, title and interest in, to and under any and all of the Premises, improvements (including improvements to be made hereafter), fixtures here and below described and located on the Premises which sometimes collectively referred to hereinafter as the "Mortgaged Property".

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's

sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Premises, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in Default hereunder subject to applicable notice and cure provisions and so long as the same are not subjected to garnishment, levy, attachment, or lien.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to convey the same, that the same are unencumbered excepting taxes accruing subsequent to 20 17, and those certain exceptions appearing on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

Notwithstanding the foregoing, this Mortgage shall be subject and subordinate to separate mortgage(s) and security agreement(s) and related loan documents encumbering the Premises as follows:

First Mortgage: in the amount of \$1,000,000, in favor of the Housing Finance Authority of Palm Beach County.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of **\$654,767** and has a maturity date of September 30, 2019, unless such maturity is accelerated as set forth in the Note, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

ARTICLE 1

1.1 Payments of Indebtedness:

The Mortgagor shall punctually pay the principal and interest and all other sums to become due in respect to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all and any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable but in any event prior to delinquency, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. This requirement does not in any way preclude Mortgagor from contesting real or personal property taxes when appropriate. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) The Mortgagor shall pay or cause to be bonded off or insured over, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is or

may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage.

1.3 Insurance:

The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards, including flood, as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be in an insurance company or companies in such amounts and with terms reasonably acceptable to the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to the Mortgagee; and forthwith upon the issuance of such policies they will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and copies of such policies. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to Mortgagee, transferee or purchaser, as the case may be. Subject to the rights of the Mortgagee pursuant to the First Mortgage, the Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property jointly with the Mortgagor. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby materially impaired. In order to determine whether restoration is economically feasible, Mortgagor must provide evidence to the Mortgagee that the Mortgagor has sufficient funds to completely restore or repair the Mortgaged Property to a multi-family affordable housing complex in accord with the Agreement and the HOME requirements described therein. If such restoration or repair is not economically feasible or if the security of this Mortgage would be materially impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. The provisions of this Section 1.3 are expressly subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate.

1.4 Care of Premises:

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, which damage exceeds Two Hundred Thousand Dollars (\$200,000), the Mortgagor will give immediate written notice of the same to the Mortgagee.

(c) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours upon reasonable advance notice to Mortgagor.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof. Mortgagee shall have the right to monitor the project and enforce the terms of all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the substantial equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner reasonably satisfactory to the Mortgagee.

The Mortgagee recognizes that this mortgage will be subordinate to the First Mortgage, and to the extent this provision conflicts with the similar terms and conditions of the First Mortgage, the First Mortgage shall supersede and shall be controlling. Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

1.5 Right to Enter Premises:

The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Premises from time to time at any reasonable hour of the day. Should the Premises, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Premises and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

1.6 Further Assurances; Modifications:

At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, exercise and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any failure by the Mortgagor so to do the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.7 Expenses.

In addition to the expenses described in Section 2.6(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage of the interest created herein, or the Premises, including but not limited to foreclosure of this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.8 Estoppel Affidavits:

The Mortgagee, upon ten days' prior written notice, shall furnish the Mortgagor a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

1.9 Subrogation:

The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.10 Performance by Mortgagee of Defaults by Mortgagor:

If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgagee; then the Mortgagee, at its option, following written notice to Mortgagor, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, with demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.11 Condemnation:

In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), unless Mortgagor and Mortgagee otherwise agree in writing, condemnation awards shall be applied to restoration or repair of the Premises, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby materially impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be materially impaired, the condemnation award shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. In the event of a condemnation, if an Event of Default shall exist hereunder, the Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation, either to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any condemnation are hereby assigned by the Mortgagor to the Mortgagee. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a condemnation as the Mortgagee may require. The provisions of this Section 1.11 are subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate. Notwithstanding the foregoing, any condemnation for less than twenty percent (20%) of value of the Premises or any condemnation that will not render the Premises unusable shall not be affected by this section.

1.12 Environmental Representations:

(a) The Mortgagor covenants with the Mortgagee that to the best of Mortgagor's knowledge the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste other than typical cleaning and maintenance supplies kept in accordance with all laws and regulations.

(b) To the best of Mortgagor's knowledge, no violation of any Federal, State or local environmental regulations now exists regarding the Mortgage Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction of the improvements on the Premises.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgaged Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that are violations or potential violations of any environmental regulation laws, ordinances, rules or regulations exists on the Mortgage Property.

ARTICLE 2

2.1 Due on Sale or Further Encumbrance Clause:

In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and continues to rely upon same as the means of maintaining the value of the Premises. Mortgagor was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Premises should Mortgagee's right to accept a deed in lieu of foreclosure be exercised, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to charge default rate interest in the case of an uncured Event of Default; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Section be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein except as permitted under the Agreement (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, or delayed, shall be an Event of Default hereunder, except for any refinancing of the First Mortgage with an independent institutional lender permitted under the Agreement, which shall be permitted without the prior written consent of the Mortgagee. For the purpose of and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an Event of Default hereunder:

- (a) any sale, conveyance, assignment or other transfer of or the grant of a security interest in, all or any part of the title to the Premises, other than easements or licenses necessary for the development and use of the improvements on the Premises, excluding the First Mortgage or any refinancing of the First Mortgage with an independent institutional lender, which shall include tenant services or benefits; or
- (b) any new or additional liabilities secured by the Premises without the prior written consent of Mortgagee.

Any consent by the Mortgagee, or any waiver of an Event of Default, under this Section shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this Section.

2.2 Events of Default:

An Event of Default ("Default") shall have occurred hereunder if:

- (a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, loan servicing and administrative fee, compliance monitoring fee, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or
- (b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage, the Note, the Loan Documents or of any other instrument evidencing, security or executed in connection with the indebtedness secured hereby, and such failure continues for a period of thirty (30) days following written notice by the Mortgagee or such additional time as may be required, provided a cure is timely commenced and diligently prosecuted; or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached in any material manner by the Mortgagor or shall prove to be false or misleading in any material manner when made, and such breach is not cured within thirty (30) days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, and such lien is not canceled, removed, bonded over, insured against or transferred within sixty (60) days after notice of such lien; or

(e) A levy shall be made under any process on, or a receiver be appointed for, the Premises; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and is not dismissed within ninety (90) days of Filing; or

(j) A breach by Mortgagor of any covenant, representation, or warranty set forth in the Agreement and the expiration of any applicable grace period, or an Event of Default occurs under the terms of the Agreement or any of the other Loan Documents pertaining to the Note and Mortgage; or

(k) The Mortgagor shall default on the First Mortgage and such default remains uncured after expiration of any applicable cure or grace period; or

(l) If the Mortgagee shall reasonably believe that any one or more of the defaults enumerated in paragraphs (a) through (l) may occur, then the Mortgagee shall notify the Mortgagor of the specific facts which create the reasonable basis for its belief and shall request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that Mortgagor has taken appropriate steps to cure the default if it should occur.

2.3 Special Conditions:

(a) The Note can be assumed upon sale, transfer, or refinancing of the Premises, provided the Mortgagor has obtained the consent of Mortgagee to such sale, transfer or refinancing (which Mortgagee agrees shall not be unreasonably withheld or delayed), or the sale, transfer or refinancing is otherwise permitted under the terms of the Agreement.

In the event the Note will not be assumed upon sale, transfer or refinancing of the Premises, all available proceeds of the sale or refinancing shall be applied to pay the following items in order of priority:

- (1) Expenses of the sale;
- (2) First Mortgage debt in full, including fees;
- (3) All accrued but unpaid interest on the Note;
- (4) This Mortgage debt in full, including fees.

(b) Except as set forth in Section 2.3(a) above, all of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale, transfer, or refinancing, other than a refinancing of the First Mortgage with an independent institutional lender permitted under the Agreement.

(c) The indebtedness secured hereby shall be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity:

If a default shall have occurred hereunder and is not cured within applicable cure periods, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled to do so shall be considered as a waiver of such right.

2.5 Right of Lender to Enter and Take Possession:

(a) If any Default shall have occurred and be continuing beyond expiration of any applicable cure or grace period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this Section 2.5(a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this Section 2.5, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such Defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to Section 2.5(a) shall exist if any subsequent default shall occur and be continuing.

(d) The provisions of this Section 2.5 are subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate.

2.6 Appointment of a Receiver and Foreclosure:

(a) If a Default shall have occurred hereunder and is not cured within applicable cure periods, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be

expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, receivership, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) If a Default shall have occurred hereunder and is not cured within applicable cure periods, Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

(e) The provisions of this Section 2.6 are subject to the rights under the First Mortgage, to which the rights of the Mortgagee are subordinate.

2.7 Discontinuance of Proceedings and Restoration of the Parties:

In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative:

No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.9 Stamp and Excise Tax:

If any documentary additional stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, any security agreement, guaranty, the Agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this Section will survive the repayment of indebtedness under the Note.

ARTICLE 3

3.1 Successors and Assigns Included in Parties:

Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not.

Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld.

3.2 Headings:

The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others:

If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4 Number and Gender:

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE 4

4.1 Notices to Mortgagor and Mortgagee:

Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

TO MORTGAGOR: Community Land Trust of Palm Beach County, Inc.
4938 Davis Road
Lake Worth, Florida 33461

TO MORTGAGEE: Palm Beach County
c/o County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Attention: James Brako

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE 5

5.1 Future Advances:

It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgagee at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or records notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements.

If, pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) year of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a default hereunder.

5.2 Subordination:

Mortgagee has approved a First Mortgage provided that it does not exceed \$1,000,000 plus any protective advances made in accordance with applicable law, and further has agreed to subordinate to such First Mortgage or any refinancing of the First Mortgage with an independent institutional lender so long as the refinancing does not increase the amount of indebtedness then secured by the First Mortgage. The Mayor of the Board of County Commissioners of Palm Beach County is hereby authorized to execute subordination agreements required herein without further approval of the Board of County Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to the County Attorney. In the event the County Administrator has been delegated the authority to execute the Agreement, then such delegation shall also include the authority to execute Subordination Agreements in compliance with the terms of this Section provided such documents are in a form acceptable to the County Attorney.

Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

5.3 Lien Priority:

The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date of this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may charge a default rate of interest in the event of an uncured Event of Default, or with the consent of the Mortgagor, otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any Party in the Premises acquired subsequent to the date of this Mortgage is recorded, other than the First Mortgage or any refinancing of the First Mortgage with an independent institutional lender.

5.4 Security Agreement:

This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property or fixtures, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured part under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.5 Nonrecourse:

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF ANY DEFAULT BY THE MORTGAGOR UNDER THE LOAN REFERENCED HEREIN, THE SOLE REMEDY OF THE MORTGAGEE SHALL BE TO FORECLOSE AGAINST THE MORTGAGED PROPERTY GIVEN AS SECURITY FOR THIS LOAN, AND IN NO EVENT SHALL THE MORTGAGOR HAVE ANY LIABILITY FOR THE PAYMENT OF THE LOAN OR FOR ANY OTHER OBLIGATIONS REFERENCED HEREIN, OR FOR THE PAYMENT OF ANY DEFICIENCY FOLLOWING THE FORECLOSURE AGAINST THE MORTGAGED PROPERTY GIVEN AS SECURITY FOR THE LOAN.

5.6 Choice of Law:

This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and venue shall be in Palm Beach County.

5.7 Binding Effect:

This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Witnesses:

**Community Land Trust
of Palm Beach County, Inc.**
a Florida not-for-profit corporation,

Witness Signature

Print Witness Name

By: _____
Cynthia LaCourse-Blum,
Executive Director

Witness Signature

Date: _____

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of, _____, 20__,
by Cynthia LaCourse-Blum, as Executive Director of Community Land Trust of Palm Beach
County, Inc., who is personally known to me, or who has produced
_____ as identification and who did/did not take an oath.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

EXHIBIT D

PERMITTED EXCEPTIONS

1. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 724, Page 589, Public Records of Palm Beach County, Florida, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S. (Parcel 1 & 2)
2. Restrictions, Conditions and Reservation of Easement as contained in Deed recorded in O. R. Book 24527, Page 1417, Public Records of Palm Beach County, Florida. (Parcel 1)
3. Deed recorded in O. R. Book 24527, Page 1417, Public Records of Palm Beach County, Florida. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11 (l), F.S.(Parcel 1)
4. Restrictions, Conditions and Reservation of Easement as contained in Deed recorded in O. R. Book 24527, Page 1406, Public Records of Palm Beach County, Florida. (Parcel 2)
5. Deed recorded in O. R. Book 24527, Page 1406, Public Records of Palm Beach County, Florida. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11 (1), (Parcel 2)
6. All matters contained on the Plat of Manila Park, as recorded in Plat Book 23, Page 210, Public Records of Palm Beach County, Florida. (Parcel 3)
7. Restrictions, Conditions and Reservation of Easement as contained in Deed recorded in O. R. Book 24527, Page 1373, Public Records of Palm Beach County, Florida. (Parcel 3)
8. Deed recorded in O. R. Book 24527, Page 1373, Public Records of Palm Beach County, Florida. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11 (1), F.S (Parcel 3)
9. Restrictions, Conditions and Reservation of Easement as contained in Deed recorded in O. R. Book 24527, Page 1395, Public Records of Palm Beach County, Florida. (Parcel 4)
10. Deed recorded in O. R. Book 24527, Page 1395, Public Records of Palm Beach County, Florida. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11 (1), F.S (Parcel 4)
11. Restrictions, Conditions and Reservation of Easement as contained in Deed recorded in O. R. Book 24527, Page 1384, Public Records of Palm Beach County, Florida. (Parcel 5)
12. Deed recorded in O. R. Book 24527, Page 1384, Public Records of Palm Beach County, Florida. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11 (1), F.S (Parcel 5)
13. The policy issued to the junior mortgagee will contain an exception for the senior mortgage.

NOTE: Additional exceptions to title may be approved by the County Attorney's Office for inclusion as a Permitted Exception.

EXHIBIT E

**Department of Housing and Economic Sustainability
Mortgage and Housing Investments (MHI)
HOME Investment Partnerships (HOME) Program
First-time Homebuyers Purchase Assistance Program Criteria**

General Information

This program is designed to provide subordinate mortgage financing to low (50% or below AMI) and moderate (51-80% AMI) income applicants in accordance with the current annual income limits for West Palm Beach and Boca Raton Metropolitan Statistical Area (MSA) guidelines, published annually by the Department of Housing and Urban Development (HUD). The subordinate mortgage financing is to be used to facilitate the acquisition of the program applicants' first homes. The homes acquired must be used as their principal place of residence. Subordinate mortgage financing will be provided to make the home affordable based upon the need of the applicant households. Funding will be in the form of a 0% interest forgivable/deferred loan, not to exceed thirty (30) years, secured by a mortgage and promissory note. Repayment is due in full if the property ceases to remain the principal residence of the buyer, or the property is sold, transferred or conveyed within the affordability period.

The Subsidy Process

1. Prospective homebuyers wishing to participate in the First-time Homebuyers Purchase Assistance Program, must first enroll and complete an eight (8) hour Homebuyer Counseling Program through a Housing and Urban Development (HUD) approved counseling agency (www.hud.gov/offices/hsg/sfh/hcc/hcs) or NeighborWorks America approved agency. Participants will receive (a) Certification of Completion, (b) Homebuyer Education Program Certificate, (c) One-On-One Homebuyer Checklist and (d) Non-Profit/Developer's Fee Schedule. All four documents must be included in the application packet upon submittal. The Homebuyer Education course is generally six (6) hours of classroom instruction and the one-on-one is two (2) hours of personalized counseling. Certifications must be valid at the time of intake appointment.
2. The applicant must be approved for a first mortgage with a direct lending institution or mortgage lender. *(Note: Mortgage Brokers must have the ability to fund the loan).* When submitting an application, applicants may choose to be represented by a non-profit organization and/or their lender. Applicants can select a lender and non-profit organization of their choice.
3. Prior to application submission, the applicant must have first mortgage loan pre-approval or approval. The process for prospective first time homebuyers commences with the submission of a fully completed application package from the applicant, an institutional first mortgage lender, or a non-profit organization – on behalf of the applicant.
4. Applications will undergo an initial intake review process for completeness. Applications missing critical data relevant to household size, income of all household members and/or assets will not be accepted.

Criteria

1. MINIMUM AND MAXIMUM HOUSING EXPENSE RATIOS

Eligible housing expense ratios will range from *25% to 40% depending on the applicant's total debt ratios, capacity to manage debt, creditworthiness, and household income category.

Housing Expense Ratios and Maximum Subsidies (Note: Where possible, the ratios should be maximized).

First-time Homebuyers Purchase Assistance Program:

Low Income (50% AMI or below): Applicants whose housing expense ratios, per the lending institution, are between 25% - 28.5% are eligible for a Second Mortgage subsidy up to \$75,000 as needed to make the home affordable.

Moderate Income (51% - 80% AMI): Applicants whose housing expense ratios, per the lending institution, are between **29% - 35%** are eligible for a Second Mortgage subsidy up to \$65,000 as needed to make the home affordable.

***NOTE:** If an applicant is purchasing a home through **Habitat for Humanity or United States Department of Agriculture**, the household will qualify for the above listed maximum subsidies, provided that the applicant's housing expense ratio is at least 20.5% and that it does not exceed the maximum eligible housing expense ratio of 40%.

2. MAXIMUM TOTAL DEBT RATIO

HES may recommend subsidy approvals where the total debt ratio exceeds 45%, with compensating factors. However, under no circumstances shall a prospective homebuyer have a total debt ratio to exceed 48%.

3. ELIGIBLE PROPERTIES

Eligible properties are new construction or existing single-family homes (excluding mobile homes) with or without rehabilitation. The purchase of condominiums and/or townhomes will be considered based upon such criteria as lender approval, condominium owner/investor ratio, special assessments, pending legal issues and the like. If rehabilitation is necessary, up to 20 percent (20%) contingency amount shall be set-aside from the maximum allowable award, until the project is completed and a certificate of completion or certificate of occupancy is issued. Total funding, including contingency amount shall not exceed the maximum allowable award. A minimum of \$1,000 in rehabilitation costs must be expended on all housing types.

Investor owned properties, first must be approved by the first mortgage lender; the appraisal must line up with the sales price; all improvements and repairs must be documented. Contracts will be reviewed on a case-by-case basis.

The purchased property must meet all applicable building codes. Deficiencies must be corrected prior to, or as part of the purchase transaction. In the case of new construction, a Certificate of Occupancy (CO) is required prior to occupancy.

4. ELIGIBLE AREAS

The purchased property must be located in Palm Beach County.

5. ENTITLEMENT CITIES

If the property is located within a HOME Entitlement City (*West Palm Beach*), the applicant **MUST** first seek funding from the entitlement city. If no funding is available, applicants **MUST** submit written documentation from the entitlement city stating no funding is available for purchase assistance for their income category.

If the applicant seeks to use land, land improvements or any other equity that is not considered cash as the required match, then the subsidy request shall be reviewed by staff of HES.

6. SELECTION PROCESS AND PRIORITY

Eligible applicants will be selected on a first qualified, first served, basis within the income group subject to funding availability. Special priority will be given to Special Needs (proof provided for developmental disabilities, disabling conditions, and persons with special needs), Veterans (DD-214 required) and elderly (primary applicant age 62+). These applicants will further be ranked with priority given to low, then moderate-income groups. Other priority ranking criteria may apply or be added as necessary.

7. ELIGIBLE APPLICANTS & HOUSEHOLDS

An eligible person or household is one or more natural persons or family who has been determined to be low or moderate income according to the income limits published annually by the United States Department of Housing and Urban Development. All units constructed, rehabilitated, purchased or otherwise assisted with HOME housing funds must be occupied by eligible persons utilizing the assisted housing unit as their principal residence as required by 24 CFR 92.254(a)(3).

Gap financing is defined as funding needed to bring ratios within affordability guidelines as determined by HES (incorporating HUD guidelines), to pay down payment assistance, closing costs, and rehabilitation costs.

Maximum Mortgage/Broker fees cannot exceed 1.75% of the loan amount; combining fees such as application, loan origination, discount points, underwriting, mortgage rate lock, loan processing, broker rebate, administration, lender document prep and broker compensation should not surpass the 1.75%.

Eligible participants must qualify as a First Time Homebuyer under the HUD definition: An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This provision is limited to a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

All borrowers and household members benefiting from the housing loan program funds must have permanent legal residency in the United States; legal residency is defined by Homeland Security Act, HUD, and the State of Florida.

8. INCOME ELIGIBILITY

Program income eligibility will be based on annual MSA determined by Department of Housing and Urban Development (HUD). Income eligibility for purchase assistance is valid for six (6) months from the execution date of the Florida Housing Resident Income Certification.

9. MINIMUM LOAN-TO-VALUE RATIO

There are no Loan-to-Value requirements. However, the total amount of subsidy provided cannot equal or exceed the loan amount of the first mortgage. Requested HOME subsidies in excess of the first mortgage loan amount, shall be reviewed and recommended by HES.

First time homebuyers are not permitted to receive cash back through the closing transaction. No outside transactions are permitted and may be deemed illegal.

10. MAXIMUM HOUSEHOLD ASSET LIMIT

If the applicant's total assets equal or exceed their maximum eligible subsidy, then the maximum eligible subsidy amount will be reduced to one-half of the otherwise eligible amount.

11. UPON RECEIVING HOME SUBSIDY RECOMMENDATION

A Notice to Proceed (NTP) will only be issued to applicants who have the following:

- Fully executed contract (buyer(s) and seller(s) signatures)
- Private inspection with wood destroying organism report (WDO)
- Lead Based Paint Inspection for homes built in 1978 or before
- Appraisal no more than 90 days old
- Environmental Review (ER) – performed internally by HES
- Loan Commitment from the first mortgage lender
- 1003 and 1008
- Closing Disclosures (CD) within guidelines
- Certificate of Occupancy (CO)
- Any other documents that may be required (other conditions)

12. MINIMUM APPLICATION CONTRIBUTION

Low and moderate income homebuyers must contribute a minimum of 2.5% of the sales price and repairs. Buyers' contribution should be their own funds. However, gift funds and other sources of funding may be used. The source of the applicants' contribution must be documented; alternative savings may be used if the buyer has exhibited a pattern of saving in a like manner and/or is consistent with cultural norms i.e. pooled money (su-su) or cash on-hand (mattress money).

13. MAXIMUM CLOSING COST PERCENTAGES AND CALCULATIONS

In an effort to maintain affordability for the homebuyer, HES/MHI will use the current RESPA regulations when determining closing costs.

14. TITLE TRANSFERS/MORTGAGE SUBORDINATIONS

Palm Beach County must consent to all property interest transfers including, but not limited to transfers between owners. The County will only approve such requests in limited circumstances such as death, divorce or other special circumstances. Any unapproved transfer of interests will automatically (*and immediately*) require full repayment of the entire subsidy.

Closing Protection Letters (CPL) are required for all transactions.

Mortgage subordinations are granted at the discretion of Palm Beach County. Mortgage subordinations will only be granted by the HES Director where the homeowner is seeking new financing to: lower the term of the first mortgage; lower the interest rate of the first mortgage; or make improvements to the HOME assisted property. Mortgage subordination requests for any other reason must be presented to the HES Director for a recommendation. Mortgage subordinations will not be granted at any time where the County's financial interest is not fully protected.

15. PROPERTY TAX CALCULATIONS FOR QUALIFYING RATIOS

When establishing a property tax figure for calculating expense ratios, HES/MHI Staff will use the information presented by the lender, provided the information is consistent with the information available on the Palm Beach County Property Appraiser Public Access System (PAPA) and/or any other available source of documentation used by MHI to determine future property tax liability of applicants.

16. HOMEOWNERS AND FLOOD INSURANCE INFORMATION

Insurance coverage for assisted properties must be sufficient to cover all encumbrances placed against the property. Exceptions to this requirement will be made only in cases where the insurance company accepts, through official certification, that it is acceptable for the coverage to be less than the total value of the encumbrances on the property. If the property is located within a flood zone, flood insurance is also required.

17. MAXIMUM INTEREST RATE

Interest rates on a thirty (30) year fixed rate, first mortgage shall not exceed 1.0 percentage points above the County's average rate. The maximum applicable interest rate that will be applied will be based on the date the lender's application is submitted.

18. FIRST MORTGAGES

Subsidies will only be provided to those applicants who have acquired a 30 year fixed rate first mortgage.

19. INSPECTIONS

To request an in-house inspection, please submit request via email at HESVerify@pbcbgov.org. Contact Mortgage and Housing Investments at (561)233-3600 for questions or concerns.

20. ADDITIONAL INFORMATION

Leverage: HOME funds may be leveraged and/or combined with SAIL, CDBG, SHIP, and/or NSP funds, or other federal, state, private and local funding where needed. When HOME funds are combined with SAIL, CDBG, SHIP, or NSP funds, any HOME loan repayment proceeds will be prorated and deposited into a separate Housing Trust Fund account as required.

Failed Property: Homebuyers will receive a credit of paid out of closing (POC) costs for failed transactions toward future HOME transactions.

Loss: Loss of prior subsidy will not be granted for three (3) years to applicants where the County has lost all or a portion of its investment on a previously assisted household (i.e. foreclosures, deed in lieu, short sales).

Post Closing Counseling: Counseling is required for previously assisted borrowers who are repeatedly delinquent or defaulted on a Palm Beach County mortgage loan. The term delinquent shall mean a loan payment received after the due date, repeated late fees or past thirty days. The term default shall mean a loan payment that has not been received for four (4) consecutive months or greater.

Liquid Assets: An income eligible household may not have liquid assets that exceed \$50,000. Liquid Assets are defined as any cash or cash equivalent that can be immediately converted into cash at an established rate or value. Cash equivalents include savings bonds and other bond investments; corporate stock and stock futures; mutual funds; retirement accounts; and any other investment security or note.

Ownership: An applicant's ownership of other residential properties will be reviewed for eligibility to participate in programs on a case-by-case basis.

Exception to Established Policy: When applicants' files are marginally outside of the established program criteria, the HES Director may approve an exception to the following items: established closing costs maximums, housing expense ratios, total debt ratios, and lenders' interest rate. There can be no exceptions for income eligibility nor exceptions for established levels of financial assistance. **NOTE:** If the file is submitted by a Community Housing Development Organization (CHDO), the most recent executed CHDO agreement takes precedence over this criteria.

In the event a requirement contained herein is not applicable to a particular transaction (such as a termite inspection not-being necessary for new construction), HES may waive the requirement

EXHIBIT F

Return to:

Palm Beach County
Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attention: Dorina Jenkins
Prepared by: James Brako,
Assistant County Attorney

SECOND MORTGAGE
(HOME PROGRAM)

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ _____ AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERM OF THIS MORTGAGE.

THIS MORTGAGE executed on _____, by _____ whose address is _____, hereinafter the "Mortgagor", to Palm Beach County, whose address is 301 North Olive Ave., West Palm Beach, Florida 33401, hereinafter the "Mortgagee". (Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, a copy of which is attached hereto as Attachment 1, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all the buildings and improvements (hereinafter the "Property") acquired by the Mortgagor from the Community Land Trust of Palm Beach County, Inc., and located upon that certain land now in possession of the Mortgagor by virtue of a leasehold estate between the Mortgagor and the Community Land Trust of Palm Beach County, Inc., situate in Palm Beach County, Florida, described as follows:

Legal Description

Property Control Number:

Property Address:

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants to the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and at said land is free and clear of all encumbrances. In the event the subject Property or any interest therein shall be sold, conveyed or in any other manner disposed of, including by Agreement for Deed, this Mortgage shall become due and payable in full.

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee the sum named in the Promissory Note and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, terminate and be null and void.

AND, Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said Promissory Note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities,

obligations, and encumbrances of every nature on said Property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value with a company acceptable to the Mortgagee. The policy or policies to be held by, and payable to, said Mortgagee. In the event any sum or money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured.

In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date hereof at the highest lawful rate then allowed by the laws of the State of Florida.

In any event, as long as the Property is encumbered by the First Mortgage, all property insurance payments and property tax payments are to be secured through escrow and paid by the First Mortgage.

AND, Mortgagor agrees further that Mortgagor shall reside in the Property as the Mortgagor's principal place of residence for the term of this Mortgage.

AND, Mortgagor further recognizes that any secondary or junior financing placed upon the Property, (a) may divert funds which would otherwise be used to pay the Promissory Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Property should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Property; and (d) require the Mortgagor to have housing expenses which exceed the guidelines for affordability under the Mortgagee's HOME Program requirements.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) keeping the premises free of subordinate financing liens; and (iv) meeting HOME Program requirements for affordability, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Property or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder.

For the purpose of and without limiting the generality of the preceding sentence, the occurrence any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Property and therefore an Event of Default hereunder:

(a) any sale, conveyance, assignment or other transfer of or the grant of security interest in, all or any part of the title to the Property within **thirty (30) years** of the date of this Mortgage without the prior written consent of the Mortgagee. Nevertheless, title to the Property may be voluntarily transferred by the Mortgagor to another Mortgagor only if such other Mortgagor has been approved by the County, in its sole discretion and in writing, as being an income eligible First-Time Homebuyer as defined below, and only if no additional HOME assistance is provided to such other Mortgagor. Such other approved Mortgagor shall then abide by these covenants for the remainder of the **thirty (30) year** term of this Mortgage which shall then be accomplished by means of a new mortgage executed by the other approved Mortgagor upon satisfaction of this Mortgage, which new mortgage shall encumber the Property for the balance of the **thirty (30) year** term and otherwise be identical to this Mortgage.

First-Time Homebuyer shall mean an individual or household who have not owned a home during the three-year period prior to application for HOME assistance to the Borrower. The term First-Time Homebuyer also includes an individual who is a Disabled Homemaker or Single Parent.

Displaced Homemaker shall mean an individual who: 1) is an adult; 2) has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and 3) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Single Parent shall mean an individual who: 1) is unmarried or legally separated from a spouse (living in another country or in documented instances of domestic violence); and 2) has one or more minor children of whom the individual has custody or joint custody, or pregnant.

(b) any voluntary conveyance of title that does not include the conditions in County Deed

(c) any new or additional liabilities without the prior written consent of Mortgagee. Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this paragraph. If any sum of money herein referred to be not promptly paid within 15 days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of said note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Promissory Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said Promissory Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Right to Appointment of Receiver. In any action to foreclose this Mortgage, the Mortgagee shall be entitled, without notice, without regard to the adequacy of any security for the indebtedness secured hereby and without regard to the solvency of any person, firm or company who is or may become liable for the payment of all or any part of the debt secured hereby, to have a receiver appointed with all the rights and powers permitted under the laws of the State of Florida. In addition, the receiver shall be entitled to take any and all action necessary or deemed advisable to lease the Property, including, without limitation, making reasonable improvements or tenant improvements and adding the cost of same to the debt secured hereby. In the event that a receiver of the Property is appointed hereunder, such receiver shall also have and may enforce all of the rights and remedies of the Mortgagee hereof.

Right to Enter Property: The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Property from time to time at any reasonable hour of the day. Should the Property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

This Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain mortgage from Mortgagor to _____, hereinafter the "First Lender", dated _____, and recorded in Official Records Book _____, at Page _____, of the Public Records of Palm Beach County, Florida, hereinafter the "First Mortgage", securing that certain note having an original principal face amount of _____ and 00/100 Dollars (\$_____), dated _____, hereinafter the "First Note", made by Mortgagor and payable to the First Lender.

If any provision of the Promissory Note or this Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note, and First Mortgage, shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Mortgagor or a related entity or person to the Mortgagor), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear of such restrictions.

Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the First Lender's acquisition of title.

THIS IS A SECOND MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ _____ TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

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

By: _____ Signature: _____ X _____
By: _____ Signature: _____ X _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, 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)

CONSENT TO MORTGAGE

The undersigned, the owner and lessor of the underlying land upon which the Property described above is situated, hereby acknowledges and consents to the mortgage set forth in the Second Mortgage to which this Consent to Mortgage is attached, which Second Mortgage has been executed by the lessee of the Property, _____ who is referred to as the Mortgagor in the Second Mortgage. By execution of this Consent to Mortgage, the undersigned owner does not assume any responsibility, obligation, or liability under the terms of the Second Mortgage.

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

By: _____
Cynthia LaCourse-Blum,
Executive Director

Date: _____

Community Land Trust of Palm Beach County, Inc.
4938 Davis Road
Lake Worth, Florida 33461

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by Cynthia LaCourse-Blum as Executive Director of Community Land Trust of Palm Beach County, Inc., who is personally known to me, or who has produced _____ as identification.

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

ATTACHMENT 1

PROMISSORY NOTE
(HOME PROGRAM)

Amount: \$ _____

Date: _____

Property Address: _____
Place: Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Palm Beach County, Florida, (herein the "County"), acting by and through its Board of County Commissioners, the remaining balance on the principal sum of _____ and 00/100 Dollars (\$ _____), which remaining balance shall be payable in full upon the sale, lease, or transfer of the property, identified and legally described in the Mortgage used to secure this Promissory Note, from the undersigned, (herein the "Maker"), signing this Promissory Note (being the owner(s) having fee simple title to the mortgaged property) to any other person(s) without the prior written consent of the County.

Upon the sale, transfer, conveyance or alienation of any part or all of the mortgaged property within thirty (30) years of the date of this note, full repayment of the principal sum plus accrued interest, if any, plus any advancements made pursuant to the terms of the Mortgage, shall become immediately due and payable.

In the event of a refund of any governmental fees to the undersigned, the undersigned assigns such reimbursement directly to the County to be credited towards the total amount due under this Promissory Note.

The undersigned reserve(s) the right to prepay at any time all or any part of the principal amount of this Promissory Note without the payment of penalties or premiums.

This Promissory Note and the Second Mortgage securing payment of this Promissory Note is expressly made subject and subordinate to the terms and conditions specified in that certain promissory note having an original principal face amount of _____ and 00/100 Dollars (\$ _____), dated _____, hereinafter the "First Note", made by the Maker payable to _____, hereinafter the "First Lender", and secured by that certain mortgage from the Maker to the First Lender, dated _____, and recorded in Official Records Book _____, at Page _____, of the Public Records of Palm Beach County, Florida, hereinafter the "First Mortgage".

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money.

If any provision of this Promissory Note or the Maker's Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

If default be made in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Promissory Note or in said Mortgage, then the entire unpaid principal amount of this Promissory Note, together with accrued interest computed at a rate of **eight percent (8%) per annum from the date of default**, shall become at once due and payable, at the option of the County, without notice to the undersigned, time being of the essence.

Failure of the County to exercise such option shall not constitute a waiver of such default, nor a waiver of the right to exercise the same in the event of any subsequent default. If this Promissory Note be reduced to judgment, such judgment shall bear the statutory interest due on judgments, but not to exceed eight percent (8%) per annum.

Thirty (30) years from the date of this Promissory Note, if the following two conditions have been met, the entire Promissory Note will be deemed satisfied and the Maker shall have no further obligation to the County under this Promissory Note:

1) There have been no defaults in the performance of any of the covenants, understandings and agreement obtained and entered into to secure financing used in connection with this Promissory Note or in said Mortgage; and

2) There has been no sale, transfer, conveyance or alienation of any part or all of the property secured in said Mortgage.

If suit is instituted by the County to recover on this Promissory Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs at the trial and appellate levels.

THIS PROMISSORY NOTE is secured by a Mortgage of even date herewith, duly filed for record in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive(s), to the extent authorized by law, any and all homestead and other exemption rights, which otherwise would apply to the debt evidenced by this Promissory Note.

This Promissory Note has been duly executed by the undersigned on the date first above written.

Name: _____ Signature: _____

Name: _____ Signature: _____

EXHIBIT G

PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: 20____
Project Name:	CLT Scattered Sites project (HOME)
Report Prepared By:	
	Name _____ Signature _____ Date _____

FINANCING ACTIVITIES

Describe your accomplishments during the reporting period: _____

DESIGN AND LAND PLANNING ACTIVITIES

Describe your accomplishments during the reporting period: _____

CONSTRUCTION ACTIVITIES

Describe your accomplishments during the reporting period: _____

MARKETING AND SALE ACTIVITIES

Describe your accomplishments during the reporting period: _____

Send Report to: Bud Cheney, Manager
Capital Improvement, Real Estate & Inspections Services
Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT H

PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY

TENANT INFORMATION REPORT

Project Name:	CLT Scattered Sites project (HOME)	
Report Period:	From _____, 20__ to _____, 20__	
Prepared By:		
Report Date:	_____, 20__	Page ___ of ___ Pages

Fill in the required information for each housing unit or place a check mark where applicable.

ADDRESS:	
Tenant Name:	
Head of Household No. 1 - Age:	
Head of Household No.2 - Age:	
Number of occupants:	
Annual Household Income:	\$ _____
Monthly Rent:	\$ _____
Lease start date:	/ /
No. of bedrooms:	
Household Income at or below 50% of AMI	[]
Household Income Above 50% of AMI up to and including 80% of AMI	[]
Female Head of Household	[]
Disabled Head of Household	[]
Farm worker	[]
Homeless	[]
White	[]
African American	[]
Hispanic Ethnicity	[]
Asian	[]
American Indian or Alaskan Native	[]
Native Hawaiian Pacific Islander	[]
American Indian or Alaskan Native and White	[]
Asian and White	[]
African American and White	[]
American Indian/Alaskan Native and African American	[]
Other Multi-racial	[]

EXHIBIT I

**PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY**

ANNUAL RENT ROLL

Project Name:	CLT Scattered Sites project (HOME)		
Report Period:	From _____, 20__	to _____, 20__	
Prepared By:			
Report Date:	_____, 20__	Page ____	of ____ Pages

Fill in the required information for each apartment or place a check mark where applicable.

Building Address:				
	Apt. No. ____	Apt. No. ____	Apt. No. ____	Apt. No. ____
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	\$	\$	\$	\$
Tenant Rent:	\$	\$	\$	\$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	\$	\$	\$	\$
Household Income at 50% of AMI or less	[]	[]	[]	[]
Household Income at or below 60% of AMI but greater than 50% of AMI	[]	[]	[]	[]
	[]	[]	[]	[]
	Apt. No. ____	Apt. No. ____	Apt. No. ____	Apt. No. ____
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	\$	\$	\$	\$
Tenant Rent:	\$	\$	\$	\$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	\$	\$	\$	\$
Household Income at 50% of AMI or less	[]	[]	[]	[]
Household Income at or below 60% of AMI but greater than 50% of AMI	[]	[]	[]	[]
	[]	[]	[]	[]

PALM BEACH COUNTY
IMPACT FEE AFFORDABLE HOUSING ASSISTANCE PROGRAM

CERTIFICATE OF AWARD
FOR DEVELOPER AFFORDABLE FOR-SALE HOUSING UNITS

This Certificate is awarded on OCT 24 2017, by PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County") to COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a Florida non-profit corporation, whose Federal I.D. number is 20-5090958 (the "Developer"). This Certificate is awarded pursuant to funding approval by the Palm Beach County Board of County Commissioners on September 26, 2017, at which time authority was delegated to the Mayor to execute this Certificate.

The Developer may present this Certificate to the Palm Beach County Impact Fee Coordinator under the Impact Fee Affordable Housing Assistance Program (the "IFAHAP") to receive a credit of \$401.50 towards the payment of Public Buildings Impact Fees, a credit of \$17,988.88 towards the payment of Zone 2 Park Impact Fees, and a credit of \$37,609.52 towards the payment of Zone 4 Road Impact Fees associated with the construction of twenty-four (24) affordable for-sale housing units in a housing development to be known as Davis Landings West.

In exchange for the acceptance of this Certificate and the receipt of the aforementioned credits from the County towards the payment of impact fees associated with Davis Landings West, the Developer expressly agrees to comply with, and to perform, all of the terms contained in the below enumerated Conditions of Issuance.

Furthermore, in exchange for the receipt of the aforementioned credit from the County towards the payment of impact fees associated with Davis Landings West, the Developer also agrees to execute and deliver to the County a Declaration of Restrictions for Developer Affordable For-Sale Housing Units, attached hereto and made a part hereof, and to comply with the terms contained therein.

This Certificate, if not used for the purposes set forth herein, shall expire one (1) year from the date of funding approval for the Davis Landings West project by the Palm Beach County Board of County Commissioners, that is, on September 26, 2018.

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

By: Paulette Burdick
Paulette Burdick, Mayor

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: James Brako
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard, Deputy Director

CONDITIONS OF ISSUANCE

1. Organization Status: Developer is a Florida non-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein.

2. Housing To Be Constructed: At the time of issuance of this Certificate to the Developer, the Developer has represented to the County that the Developer owns that certain real property (hereinafter "Property") located in Palm Beach County, Florida, as more particularly described in Attachment 1 to Exhibit A, attached hereto and made a part hereof. The Developer shall construct no fewer than twenty-four (24) for-sale housing units on the Property, together with ancillary improvements, all of which shall be known as Davis Landings West (hereinafter "Project"). All aforesaid for-sale housing units shall be "Affordable For-Sale Housing Units" affected by these Conditions of Issuance and the Declaration of Restrictions referenced herein. Each of the aforesaid Affordable For-Sale Housing Units shall be the unit owner's principal place of residence. None of the Affordable For-Sale Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.

3. Declaration of Restrictions: As a prerequisite to the Developer's receipt of the herein described credit towards the payment of impact fees for the Project, the Developer shall have provided the County with a copy of the Developer's non-discrimination policy or a signed statement as required by Section 12 herein.

The Developer shall, in exchange for the receipt of this Certificate deliver to the County a fully executed Declaration of Restrictions for Developer Affordable For-Sale Housing Units, attached hereto and made a part hereof, as Exhibit A, and shall comply with the terms contained therein.

4. Building Permits: Developer shall obtain all building permits for the construction of the Project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, that is, no later than September 26, 2018.

5. Certificates of Occupancy: Developer shall obtain certificates of occupancy from the building department with jurisdiction over the Project for all Affordable For-Sale Housing Units at the Project and sell all such units within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, that is, no later than September 26, 2021.

6. Affordability of For-Sale Housing Units: Developer shall sell each of the aforesaid twenty-four (24) Affordable For-Sale Housing Units to a household whose gross income, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time of sale. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

Each Affordable For-Sale Housing Unit shall, at the time of sale, be affordable to the purchaser such that the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the purchaser.

7. Deed Restrictions for Developer Affordable For-Sale Housing Unit: Developer shall place the deed restrictions shown in the Declaration in the deed of each Affordable For-Sale Housing Unit

8. Records to be Maintained by Developer: Developer shall, for each purchaser of an Affordable For-Sale Housing Units at the Project, maintain a file that, at a minimum, contains the following:

- An application-for-purchase, signed and dated by the prospective purchaser, identifying the household members that intend to occupy the unit and their household characteristics, and the household income they have disclosed.
- A contract for purchase and sale for each purchaser.
- Documentation evidencing the Developer's verification of the prospective purchaser's household income and a computation sheet demonstrating the Developer's determination of the prospective purchaser's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
- A copy of the AMI showing the HUD income levels in effect at the time the unit is sold.
- Documentation evidencing the Developer's verification of the prospective purchaser's mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees.
- A computation sheet demonstrating that the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the purchaser at the time of sale.
- Original closing documents for each sale.
- Should the Developer elect to utilize criminal background information in the screening of purchasers, the Developer must develop and implement purchaser selection policies which comply with HUD guidance on the use of criminal background information.

Purchaser selection shall not:

- (i) Exclude persons from housing based on records of arrests not resulting in conviction;
- (ii) Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine production and registered sex offender); and
- (iii) Be utilized to intentionally discriminate against protected classes of persons.

Purchaser selection shall:

- (i) Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
- (ii) Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
- (iii) Consider the nature, severity, and recency of the criminal offense;
- (iv) Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; and rehabilitation efforts; and
- (v) Be applied equally among all classes of protected persons.

- Any other documentation evidencing the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units.

9. Right to Audit and Access to Records: Developer shall maintain ongoing records related to each tenant at the Project, and shall maintain all tenant records for at least five (5) years after the end of each tenancy. The County shall have the option, but not the obligation, to verify the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units. The County may, at its sole discretion, inspect or audit all tenant and owner records, and the Developer shall provide the County access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours at the Developer's place of business.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10. Public Records: Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Developer: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Developer shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Developer is specifically required to:

- Keep and maintain public records required by the County to perform services as provided in this Certificate.
- Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Developer further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Developer does not transfer the records to the public agency.
- Upon completion of the requirements set forth in this Certificate the Developer shall transfer, at no cost to the County, all public records in possession of the Developer unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the requirements set forth in this Certificate, the Developer shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the requirements set forth in this Certificate, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically by the Developer must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Developer to comply with the requirements of this article shall be a material breach of this Certificate. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Developer acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CERTIFICATE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

11. Certification and Reporting Requirements: Developer shall within thirty (30) days of each anniversary date of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units, provide the County an annual report in the form of an affidavit executed by a person authorized to bind the Developer. Each such affidavit shall contain the following:

- A certification that the Developer is in compliance with the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units and the Certificate for the Project.
- Evidence of having obtained all building permits for the project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- Evidence of having completed construction of all Affordable For-Sale Housing Units at the Project and obtained their certificates of occupancy from the building department with jurisdiction over the Project and evidence that all such units have been initially occupied by households as specified herein within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- A certification listing all Affordable For-Sale Housing Units at the Project that have been sold. This certification shall for each such unit include the address, the purchaser's annual household income, the number of unit occupants, and the purchaser's mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, provided on a monthly basis as established on the date of sale. (The Developer may discontinue submission of this information after all Affordable For-Sale Housing Units have been initially sold.)

Developer shall submit the Annual Report to:

Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

12. Non-Discrimination: The Developer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Developer has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the Developer does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Developer will conform to the County's non-discrimination policy as provided in Resolution R2014-1421, as amended.

Furthermore, Developer shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property, nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

13. Exclusion of Third Party Beneficiaries: No provision herein is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party named herein, including but not limited to any citizen or employees of the County and/or the Developer.

14. Advertising: During the period of the construction of the Project, the County shall have the right to install and maintain on the Property one or more signs identifying the County, or to be identified on such signs installed by others, as one of the entities participating in the development of the project. Sign or signs will be provided by the County and erected at Developer's expense.

15. Governing Law: The laws of the State of Florida shall govern the interpretation and enforcement of the terms contained herein and the venue shall be in Palm Beach County.

EXHIBIT A

Return to:
Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: James Brako,
Assistant County Attorney

**DECLARATION OF RESTRICTIONS
FOR DEVELOPER AFFORDABLE FOR-SALE HOUSING UNITS**

The undersigned, **COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**, having its principal office at **4938 Davis Road, Lake Worth, Florida 33461**, (hereinafter referred to as "Declarant", which term as used in every instance herein shall include Declarant's successors and assigns), for the property described below, in consideration for the receipt of a Certificate of Award for Developer Affordable For-Sale Housing Units (the "Certificate"), dated _____, 20____, under Palm Beach County's Impact Fee Affordable Housing Assistance Program (hereinafter referred to as "IFAHAP") and the receipt of a credit valued at **Fifty-Five Thousand Nine Hundred Ninety-Nine and 90/100 Dollars (\$55,999.90)** towards the payment of road, park, and public buildings impact fees as provided by **Palm Beach County** a political subdivision of the State of Florida (the "County"), does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, which is more fully described in Attachment 1 attached hereto and made a part hereof.

1. The restrictions contained in this Declaration of Restrictions for Developer Affordable For-Sale Housing Units (the "Declaration") 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.

2. In consideration for the receipt of the Certificate and its associated credit of \$55,999.90 towards the payment of Public Buildings Impact Fees, Zone 2 Park Impact Fees, and Zone 4 Road Impact Fees, the Declarant hereby covenants and agrees as follows:

- (a) To comply with the Conditions of Issuance contained in the Certificate referenced herein.
- (b) To construct no fewer than twenty-four (24) for-sale housing units (consisting of sixteen (16) single family homes and eight (8) townhomes) on the Property, together with ancillary improvements, all of which shall be known as Davis Landings West (the "Project"). All aforesaid for-sale housing units shall be "Affordable For-Sale Housing Units" affected by the restrictions and conditions of this Declaration, and by those contained in the Certificate referenced herein. Each of the aforesaid Affordable For-Sale Housing Units shall be unit owner's principal place of residence. None of the Affordable For-Sale Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.
- (c) To obtain all building permits for the construction of the Project from the building department with jurisdiction over the Project no later than September 26, 2018.
- (d) To obtain certificates of occupancy from the building department with jurisdiction over the Project for all Affordable For-Sale Housing Units at the Project no later than September 26, 2021.

- (e) To sell, no later than September 26, 2021, all Affordable For-Sale Housing Units at the Project to households whose gross income, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time of sale. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
- (f) To sell each Affordable For-Sale Housing Unit such that, at the time of sale, the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the purchaser's household.
- (g) To include the following restrictions and conditions in each deed conveying each Affordable For-Sale Housing Unit:
- i. This property shall only be sold to, and occupied by, a homeowner in accordance with the Declaration of Restrictions for Developer Affordable For-Sale Housing Units recorded in ORB __ Page __ of the Public Records of Palm Beach County, Florida.
 - ii. These restrictions shall be deemed a covenant running with the land described herein and are binding upon the title holder of such land for a period of fifteen (15) years from the date hereof.
 - iii. This property may only be used for residential purposes as the title holder's principal place of residence as evidenced by a local homestead exemption.
 - iv. These restrictions may not be transferred to another property and 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.
 - v. These restrictions, unless released by Palm Beach County as provided above, shall be included in every subsequent deed conveying title to this property and shall renew for a period of fifteen (15) years from the date of every such deed.
 - vi. This property may only be sold, conveyed or transferred to a successor title holder whose gross household income, at the time of sale, conveyance or transfer, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income as determined by the Palm Beach County Department of Economic Sustainability. Area Median Income shall be the most recent area median income published by the U. S. Department of Housing and Urban Development for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
 - vii. This property may only be sold, conveyed or transferred to a successor title holder such that the successor title holder's total cost of the mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the successor title holder as determined by the Palm Beach County Department of Economic Sustainability.

- (h) To lease the land of each Affordable For-Sale Housing Unit, using the Declarant's Ground Lease, simultaneously with the sale of such unit to a County approved Eligible Household, for a period of ninety-nine (99) years. In the event a Specified Mortgagee (as defined in Declarant's Ground Lease or any Riders attached thereto, collectively referred to as "Ground Lease") acquires title to the leasehold estate through foreclosure or assignment in lieu of foreclosure of the Specified Mortgage, all provisions of the Ground Lease regarding (a) occupancy of the Leased Premises as a primary residence by the Lessee, (b) any limitation on the assignment of, or sublease under, the Ground Lease, (c) any obligation to target certain populations in marketing the leasehold estate to potential transferees, (d) the price at which the leasehold estate may be transferred, and (e) the income of successive transferees, and their successors and assigns, shall be of no further force or effect with respect to such Specified Mortgagee or its successive transferees, assignees or successors. The foregoing sentence shall not be construed to invalidate other Ground Lease provisions regarding permitted use of the Leased Premises. Any transfer or assignment of the property encumbered by the Specified Mortgage as provided for in this paragraph shall be deemed a permitted sale, transfer or assignment of the Ground Lease and the leasehold estate. Further, in such event, the leasehold estate may be transferred, mortgaged and sublet an unlimited number of times, and the Declarant shall not require a credit review or impose other qualifying criteria on any such transferee, mortgagee or sublessee.
- (i) To submit annual reports to the County as outlined in the Certificate detailing the Declarant's compliance with the terms of the Certificate and this Declaration.
- (j) To maintain its records as provided for in the Certificate.
- (k) Not to discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property.

3. Declarant has secured a loan to construct the Project in an amount up to \$3,885,000 from Housing Finance Authority of Palm Beach County, Florida, or its successors (the "First Mortgage Holder"), which loan has been secured by a separate mortgage encumbering the Property (the "First Mortgage"). The lien created by this Declaration shall be senior to all other liens, encumbrances, and mortgages on the Property except the lien created by the First Mortgage, and except any other liens expressly recognized by the County in writing.

4. The Declarant shall pay, or cause to be paid, all taxes due while the Property is in its possession, and the Declarant shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration except for the lien created by the First Mortgage, and except for any other liens expressly recognized by the County in writing. The Declarant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Declarant agrees to notify the County of any liens, judgments or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Declarant.

5. Should Declarant change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from affordable for-sale housing, then the Declarant shall pay the County an amount equal to the IFAHAP Repayment Amount as defined herein.

6. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained herein, or in the Certificate referenced herein, shall constitute a default under this Declaration. The Declarant further acknowledges and covenants that a default under the First Mortgage, under any senior mortgage to this Declaration, or under any subordinate mortgage to this Declaration, shall constitute a default under this Declaration.

In the event of default, before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant written notice of the default complained of which such notice shall be given to the Declarant at their address shown herein. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the County's satisfaction.

If the Declarant fails, neglects, or refuses to perform any of the provisions, terms and conditions set forth herein, or in the Certificate, or fails to cure any breach of this Declaration or the Certificate within the period set forth above after the County provides notice to the Declarant as set forth above, the County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which the County may have hereunder or under the law by reason of such default or breach, declare due from Declarant immediately upon demand an amount equal to the IFAHAP Repayment Amount as defined herein.

If the Declarant shall fail to pay the above amount, the County shall have the right to file in a court of competent jurisdiction an action for collection of due and unpaid amount and penalties which the Declarant is obligated to pay hereunder.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, and upon the Declarant's failure to cure the default to the County's satisfaction, the County may, from time to time, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County cures any default.

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. The Declarant 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. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County exercises any remedy under this provision.

7. As applicable for each Affordable For-Sale Housing Unit: In the event the Declarant voluntarily withdraws from the IFAHAP prior to the sale of the Affordable For-Sale Housing Unit to a household as provided herein or in the event the Declarant is in default hereunder, then the Declarant shall pay the County the IFAHAP Repayment Amount which shall be calculated as the sum of the Amount of IFAHAP Assistance for the affected unit as shown in Attachment 2, attached hereto and made a part hereof, plus three percent (3%) of said amount per year (or partial year) commencing with the recording date of this Declaration in the Public Records of Palm Beach County, Florida, plus \$1,500.

Upon receipt of the IFAHAP Repayment Amount by the County, the County shall issue the Declarant a release of restrictions removing the lien of this Declaration from the affected Affordable For-Sale Housing Units.

For each household who has purchased an Affordable For-Sale Housing Unit from the Declarant and for subsequent households who have purchased an Affordable For-Sale Housing Unit, the IFAHAP Repayment Amount shall be the Amount of IFAHAP Assistance for the affected unit as shown in Attachment 2 which amount shall be paid to the County in the event of the purchaser household's voluntary withdrawal from the IFAHAP or in the event of such household's default under the deed restrictions stated herein.

8. All notices from the Declarant to the County and the County to the Declarant, and as otherwise required or permitted by any provision of this Declaration shall be in writing and sent by registered or certified mail and addressed as follows:

To County: Board of County Commissioners
c/o Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

To Declarant: Community Land Trust of Palm Beach County, Inc.
4938 Davis Road,
Lake Worth, Florida 33461

To First Mortgage Holder: Housing Finance Authority of Palm Beach County, Florida
100 Australian Avenue, Suite 400
West Palm Beach, FL 33406

Such addresses may be changed by each party by written notice to the other parties.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK

9. The Declarant shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Declarant shall deliver this Declaration to the Director of the Department of Housing and Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this ___ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Witnesses:

**COMMUNITY LAND TRUST OF PALM
BEACH COUNTY, INC.,**
a Florida non-profit corporation

Name: _____

Signature:

By: _____
Cynthia LaCourse-Blum
Executive Director

Name: _____

Signature:

STATE OF FLORIDA
COUNTY OF PALM BAECH

The foregoing instrument was acknowledged before me this ___ day of _____,
20 __, by Cynthia LaCourse-Blum as Executive Director of Community Land Trust of
Palm Beach County, Inc., who is personally known to me, or who has produced
_____ as identification.

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

TRACT A, DAVIS LANDINGS WEST, AS RECORDED IN PLAT BOOK 121, PAGES 46 AND 47 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 179,690 SQUARE FEET OR 4.1251 ACRES, MORE OR LESS.

LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA

AMENDMENT 001 TO LOAN AGREEMENT
WITH
PORTOFINO ASSOCIATES, LTD.

Amendment 001 to the Loan Agreement effective on September 29, 2017, by and between Palm Beach County (County), and Portofino Associates, Ltd. ("Borrower").

WITNESSETH:

WHEREAS, the County entered into a Loan Agreement with the Borrower on June 26, 2017 to provide \$494,000 in State Housing Initiatives Partnership (SHIP) Program funds for roofing repairs at the 270 unit rental housing project known as Portofino Apartments; and

WHEREAS, the Borrower has requested additional time to meet certain drawdown requirements contained in said Loan Agreement due to the impact of Hurricane Irma; and

WHEREAS, the parties wish to modify the Loan Agreement to extend the aforementioned drawdown requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. SECTION 1: RECITALS

The recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 2: THE LOAN AND LOAN EXPENDITURE REQUIREMENTS:

Delete the following language: "The Borrower shall have drawn at least \$345,000 of the Loan by September 30, 2017", and replace it with the following: "The Borrower shall have drawn at least \$345,000 of the Loan by December 29, 2017".

C. SECTION 12(F): DEFAULT.

Delete the language in Section 12 (F) and replace it with the following:
"The Borrower shall fail to draw at least \$345,000 of the Loan by December 29, 2017, or to draw the balance of the Loan up to \$494,000 by June 30, 2018".

Except as modified by this Amendment 001, the Loan Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Borrower and the County have caused this Amendment 001 to be executed on the date first set forth above.

Signed, sealed and delivered in the presence of:

Witnesses:

Jasmine Baldwin
Witness Signature

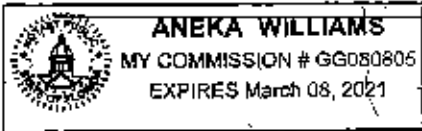
Jasmine Baldwin
Print Witness Name

Meryl Wolfe
Witness Signature

Meryl Wolfe
Print Witness Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16th day of October, 2017, by Mara S. Mades, as Vice President of Cornerstone Portofino, L.L.C., the General Partner of Portofino Associates, Ltd., who is personally known to me, ~~or who has produced~~ as identification.



(NOTARY SEAL ABOVE)

BORROWER:

PORTOFINO ASSOCIATES, LTD.
a Florida limited partnership

By: Cornerstone Portofino, L.L.C.
a Florida limited liability company,
its General Partner

By: [Signature]
Mara S. Mades, Vice President

Signature: [Signature]

Notary Name: _____
Notary Public - State of Florida

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Jonathan B. Brown, Director
Dept. of Housing & Economic Sustainability

Approved as to Form and
Legal Sufficiency

By: [Signature]
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: [Signature]
Sherry Howard, Deputy Director