



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>					

# 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      Dept      Unit      Object      Program Code/Period    

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

No additional fiscal impact

**C. Departmental Fiscal Review:**

  
 \_\_\_\_\_  
 Shairette Major, Fiscal Manager II

**III. REVIEW COMMENTS**

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

 3/18/2020  
 OFMB       3/10

 3/19/2020  
 Contract Development and Control

**B. Legal Sufficiency:**

 3/20/20  
 Assistant County Attorney

**C. Other Department Review:**

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

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**PALM BEACH COUNTY**  
**IMPACT FEE AFFORDABLE HOUSING ASSISTANCE PROGRAM**

**CERTIFICATE OF AWARD**  
**FOR DEVELOPER AFFORDABLE FOR-SALE HOUSING UNITS**

This Certificate is awarded on JAN 07 2020, 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 not-for-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 January 15, 2019, at which time authority was delegated to the Mayor to execute this Certificate.

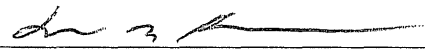
The Developer may present this Certificate to the Palm Beach County Impact Fee Coordinator under the Impact Fee Affordable Housing Assistance Program (the "IFAHAP") to receive the specified credit associated with the construction of an affordable for-sale housing unit on each of the two (2) lots as shown in Attachment 2 to Exhibit A, attached hereto and made a part hereof.

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 the construction of said affordable for-sale housing units, 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 the construction of said affordable for-sale housing units, the Developer also agrees to execute and deliver to the County the 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 on January 15, 2020.

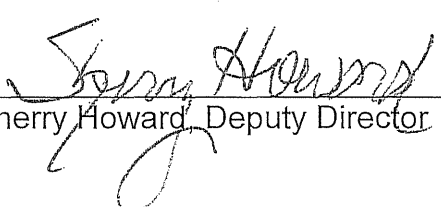
**PALM BEACH COUNTY, FLORIDA, a**  
**Political Subdivision of the State of Florida**  
**BOARD OF COUNTY COMMISSIONERS**

By:   
Dave Kerner, Mayor

Approved as to Form and  
Legal Sufficiency

By:   
Howard J. Falcon, III  
Chief Assistant County Attorney

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

By:   
Sherry Howard, Deputy Director

## CONDITIONS OF ISSUANCE

1. Organization Status: Developer 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.

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 each of the two (2) lots (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 one (1) for-sale housing unit on each lot, together with ancillary improvements thereby resulting in the construction of two (2) for-sale housing units (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: 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 January 15, 2020.

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 January 15, 2023.

6. Affordability of For-Sale Housing Units: Developer shall sell each of the aforesaid two (2) 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 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, land lease 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, land lease 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 purchaser, and shall maintain all purchaser records for at least five (5) years after the date of sale of each Affordable For-Sale Housing Unit. 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 purchaser 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.

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](mailto: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.

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/Marketing: Developer shall include the County logo in all marketing materials for the Project. 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

**Prepared by and return to:**

Palm Beach County  
Department of Housing & Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

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### 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 Sixteen Thousand Four Hundred Twenty Two and 00/100 Dollars (\$16,422.00) 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 and impose 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 \$16,422.00 towards the payment of Public Buildings Impact Fees, Park Impact Fees, and 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 one (1) for-sale housing unit on each of the two (2) lots comprising the Property, together with ancillary improvements (the "Project"). Each of the aforesaid for-sale housing units shall be an "Affordable For-Sale Housing Unit" 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 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.
- (c) To obtain all building permits for the construction of the Project from the building department with jurisdiction over the Project no later than January 15, 2020.
- (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 January 15, 2023.
- (e) To sell, no later than January 15, 2023, 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, homeowner association fees and the land lease, 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, or cause to be included, the following restrictions and conditions in each deed or other instrument or document used for 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, and the owner of the housing unit and improvements thereon, for a period of fifteen (15) years from the date hereof.
  - iii. This property may only be used for residential purposes as the housing unit owner'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 or other instrument or document used for conveying title to this property as well as every subsequent deed or other conveyance instrument or document used for future conveyances of the Affordable For-Sale Housing Unit and shall renew for a period of fifteen (15) years from the date of every such conveyance of the Affordable For-Sale Housing Unit.
  - vi. The housing unit and the improvements on this property may only be sold, conveyed or transferred to a successor owner 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 Housing and 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.
  - vi. The housing unit and the improvements on this property may only be sold, conveyed or transferred to a successor owner such that the successor owner's total cost of the mortgage principal plus interest, real estate taxes, property insurance, homeowner association fees and the land lease, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the successor owner as determined by the Palm Beach County Department of Housing and Economic Sustainability.
- (h) 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.
- (i) To maintain its records as provided for in the Certificate.
- (j) 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. 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 Declaration except for any liens expressly authorized 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.

4. 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.

5. Declarant shall not sell, convey or transfer title to the Property without the prior approval of the County, or in violation of the provisions, terms, and conditions set forth 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 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. 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 all due and unpaid amounts and penalties which the Declarant is obligated to pay hereunder. Any unpaid sum accrued hereunder shall accrue interest at the highest rate permissible by law and shall be secured by a lien against the Property.

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 interest at the highest rate permissible by law from the time of expenditure.

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 for any subsequent default.

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 releasing this Declaration from the affected Affordable For-Sale Housing Unit.

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: Department of Housing and Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

With copy to:  
County Attorney's Office  
Palm Beach County  
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, FL 33461

Such addresses may be changed by each party by written notice to the other parties.

10. 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 not-for-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**

A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 01°41'10" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 706.60 FEET; THENCE SOUTH 88°06'29" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF DALE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2259 AT PAGE 926 OF SAID PUBLIC RECORDS, A DISTANCE OF 80.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°06'29" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 83.92 FEET; THENCE SOUTH 01°41'10" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°06'29" WEST, A DISTANCE OF 109.00 FEET; THENCE NORTH 01°41'10" EAST, ALONG THE EAST RIGHT OF WAY LINE OF KIRK ROAD ACCORDING TO THE OFFICIAL RECORDS BOOK 24527 AT PAGE 1417 OF SAID PUBLIC RECORDS, A DISTANCE OF 77.91 FEET; THENCE NORTH 46°47'21" EAST, ALONG SAID EAST LINE A DISTANCE OF 35.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, AND CONTAINS 10,913 SQUARE FEET MORE OR LESS.

A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 01°41'10" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 706.60 FEET; THENCE SOUTH 88°06'29" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF DALE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2259 AT PAGE 926 OF SAID PUBLIC RECORDS, A DISTANCE OF 164.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°06'29" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 91.00 FEET; THENCE SOUTH 01°41'10" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°06'29" WEST, A DISTANCE OF 91.00 FEET; THENCE NORTH 01°41'10" EAST, A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, AND CONTAINS 9,373 SQUARE FEET MORE OR LESS.

**ATTACHMENT 2**

**DETAIL OF IMPACT FEE CREDIT**

<b>Legal Description</b>	<b>Credit by Impact Fee Zone</b>	<b>Total Credit</b>
<p>A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 01°41'10" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 706.60 FEET; THENCE SOUTH 88°06'29" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF DALE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2259 AT PAGE 926 OF SAID PUBLIC RECORDS, A DISTANCE OF 80.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°06'29" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 83.92 FEET; THENCE SOUTH 01°41'10" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°06'29" WEST, A DISTANCE OF 109.00 FEET; THENCE NORTH 01°41'10" EAST, ALONG THE EAST RIGHT OF WAY LINE OF KIRK ROAD ACCORDING TO THE OFFICIAL RECORDS BOOK 24527 AT PAGE 1417 OF SAID PUBLIC RECORDS, A DISTANCE OF 77.91 FEET; THENCE NORTH 46°47'21" EAST, ALONG SAID EAST LINE A DISTANCE OF 35.42 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, AND CONTAINS 10,913 SQUARE FEET MORE OR LESS.</p>	<p>Zone 2 Roads: \$7,280.50 Zone 1 Parks: \$736 Public Buildings: \$194.50</p>	<p>\$8,211.00</p>
<p>A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 01°41'10" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 706.60 FEET; THENCE SOUTH 88°06'29" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF DALE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2259 AT PAGE 926 OF SAID PUBLIC RECORDS, A DISTANCE OF 164.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°06'29" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 91.00 FEET; THENCE SOUTH 01°41'10" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°06'29" WEST, A DISTANCE OF 91.00 FEET; THENCE NORTH 01°41'10" EAST, A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, AND CONTAINS 9,373 SQUARE FEET MORE OR LESS.</p>	<p>Zone 2 Roads: \$7,280.50 Zone 1 Parks: \$736 Public Buildings: \$194.50</p>	<p>\$8,211.00</p>
	<b>GRAND TOTAL:</b>	<b>\$16,422.00</b>

**AMENDMENT 003 TO THE LOAN AGREEMENT**  
**WITH**  
**NEIGHBORHOOD RENAISSANCE, INC.**

Amendment 003 to the Loan Agreement is made and entered into on JAN 15 2020,  
by and between **Palm Beach County** ("County") and **Neighborhood Renaissance, Inc.**  
("Borrower").

**WITNESSETH:**

**WHEREAS**, County entered into a Loan Agreement (R2017-0427) with Borrower on February 13, 2017, to provide approximately \$4,500,000 of Neighborhood Stabilization Program 2 (NSP-2) funds for the purposes of constructing 36 apartments to be known as Mango Cove Apartments project; and

**WHEREAS**, on February 27, 2018, the Loan Agreement was amended by Amendment 001 (R2018-0415) to establish the initial portion of the loan made available to the Borrower; and

**WHEREAS**, on February 25, 2019, the Loan Agreement was amended by Amendment 002 (R2019-0512) to, among other matters, establish the updated amount of the loan made available to the Borrower; and

**WHEREAS**, the County and Borrower have agreed to modify the Loan Agreement.

**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. FOREGOING RECITALS AND TERMS**

The foregoing 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 Loan Agreement.

**B. SECTION 2(B)(1): DETERMINATION OF THE LOAN AMOUNT**

Update the information provided at the end of Section 2(B)(1) with the following:

**NOTE:**

As of the date of this Amendment 003 as first written above, the parties acknowledge the following:

- (i) The total number of homes sold to date is: nineteen (19) homes
- (ii) The home sales have been completed and no further homes will be sold.
- (iii) The final amount of the Loan is: \$ 4,016,173.78

The County shall disburse Loan funds up to the final amount of the Loan shown immediately above.

**C. SECTION 2(C): LOAN EXPENDITURE REQUIREMENTS**

Delete "December 31, 2019" and replace it with "March 31, 2020".

**D. SECTION 16: SUBORDINATION:**

Delete "\$4,000,000" and replace it with "\$4,600,000".

Except as modified by this Amendment 003, the Loan Agreement, as amended, remains unmodified and in full force and effect and County and Borrower hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Amendment 003 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Borrower and the County have caused this Amendment 003 to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

[Signature]  
Witness Signature

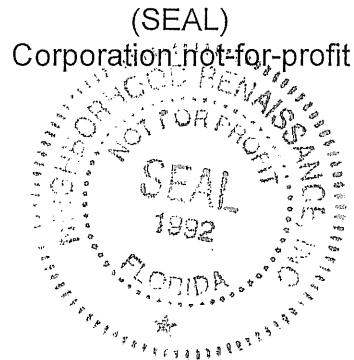
Caren Klewes  
Print Witness Name

[Signature]  
Witness Signature

Michael Peew  
Print Witness Name

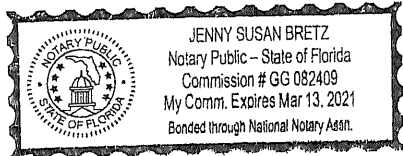
NEIGHBORHOOD RENAISSANCE, INC.,  
a Florida corporation not-for-profit

By: Terri Murray  
Terri Murray, Executive Director



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of, December, 2019, by Terri Murray, as Executive Director of Neighborhood Renaissance, Inc., who is personally known to me, or who has produced Florida driver license as identification and who ~~did~~/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: Jenny S. Bretz

Notary Name: Jenny Susan Bretz  
Notary Public - State of Florida

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
FOR ITS BOARD OF COUNTY COMMISSIONERS

By: Verdenia C. Baker  
Verdenia C. Baker  
County Administrator

Approved as to Form and  
Legal Sufficiency

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

By: Howard J. Falcon III  
Howard J. Falcon III  
Chief Assistant County Attorney

By: Sherry Howard  
Sherry Howard, Deputy Director

Prepared by:  
Department of Housing and Economic Sustainability  
Palm Beach County  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

**SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT  
AND MODIFICATION OF PROMISSORY NOTE**

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND MODIFICATION OF PROMISSORY NOTE ("Second Amendment and Modification") executed on JAN 15 2020, by and between **NEIGHBORHOOD RENAISSANCE, INC.**, a Florida not-for-profit corporation (the "Mortgagor" or "Maker") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "Mortgagee" or "Holder") (which term as used in every instance shall include the Mortgagee's successors and assigns).

**WITNESSETH:**

WHEREAS, Mortgagee is the owner of that certain Mortgage and Security Agreement executed by Neighborhood Renaissance, Inc., as Mortgagor, to the Mortgagee, on March 15, 2018, said Mortgage being recorded in Official Records Book 29725, Page 876, in the Public Records of Palm Beach County, Florida, on March 21, 2018, (the "Mortgage") and is the holder of a certain Promissory Note ("Note"), of which a copy is attached to the Mortgage, and which is dated March 15, 2018, and recorded in Official Records Book 29725, Page 889, in the Public Records of Palm Beach County, Florida, in the original principal sum of FOUR MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$4,500,000.00) (the "Note"); and

WHEREAS, on February 25, 2019, Mortgagor and Mortgagee amended the Mortgage and the Note by means of the First Amendment to Mortgage and Security Agreement and Modification of Promissory Note as recorded in Official Records Book 30441, Page 799, in the Public Records of Palm Beach County, Florida, February 27, 2019 (the "First Amendment and Modification").

WHEREAS, the parties desire to further amend the Mortgage and to further modify the Note as hereinafter set out.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Mortgagor to the Mortgagee, receipt of which is hereby acknowledged by Mortgagee, it is mutually understood and agreed that said Mortgage and Note be further amended and modified as follows:

1. Note: top of Page1 and first Paragraph: Replace the principal amount of \$4,500,000 with \$4,016,173.78 and replace Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00) with Four Million Sixteen Thousand One Hundred Seventy Three and 78/100 Dollars (\$4,016,173.78).
2. Note: Paragraph 2(b): Replace December 31, 2019 with March 31, 2020.
3. Note, Paragraph 2(c): Replace December 31, 2019 with March 31, 2020.
4. Mortgage: Page 1, second Paragraph: Replace Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00) with Four Million Sixteen Thousand One Hundred Seventy Three and 78/100 Dollars (\$4,016,173.78).
5. Mortgage: Article 5.2: Replace "\$4,000,000" with "\$4,600,000".



- 6. This Second Amendment and Modification shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.
- 7. All other terms and conditions of the original Mortgage and Security Agreement, as amended, and the Promissory Note, as modified, unless specifically changed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and have caused their seals to be affixed by their respective proper officers thereunto duly authorized.

Signed, sealed, and delivered in the presence of:

Witnesses:

Name: Carole Knowles

Signature: [Handwritten Signature]

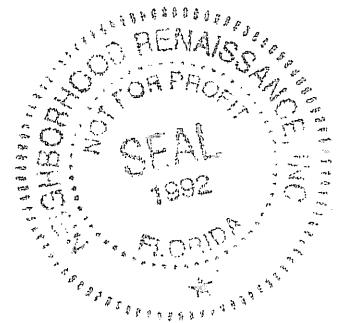
Name: Michael Pecar

Signature: [Handwritten Signature]

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

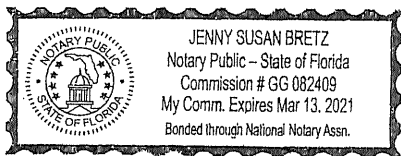
By: Terri Murray  
Terri Murray,  
Executive Director

(SEAL)  
Corporation not-for-profit



**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 16 day of, December, 2019, by Terri Murray as Executive Director of Neighborhood Renaissance, Inc., who is personally known to me, or who has produced Florida Driver license as identification and who ~~did~~ did not take an oath.



(NOTARY SEAL ABOVE)

Signature: Jenny S. Bretz

Notary Name: Jenny Susan Bretz  
Notary Public - State of Florida

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
FOR ITS BOARD OF COUNTY COMMISSIONERS**

By: [Handwritten Signature]  
Verdenia C. Baker  
County Administrator

Approved as to Form and  
Legal Sufficiency

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

By: [Handwritten Signature]  
Howard J. Falcon III  
Chief Assistant County Attorney

By: [Handwritten Signature]  
Sherry Howard, Deputy Director

Prepared by:  
Department of Housing and Economic Sustainability  
Palm Beach County  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

**FIRST AMENDMENT TO DECLARATION OF  
RESTRICTIONS FOR RENTAL PROPERTIES**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR RENTAL PROPERTIES ("First Amendment to Declaration") executed on JAN 15 2020, by and between **NEIGHBORHOOD RENAISSANCE, INC.**, a Florida not-for-profit corporation (the "Agency") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County") (which term as used in every instance shall include the County's successors and assigns).

**WITNESSETH:**

WHEREAS, County is the beneficial owner of that certain Declaration of Restrictions for Rental Properties (the "Declaration") executed by the Agency on March 15, 2018, said Declaration being recorded in Official Records Book 29725, Page 892, in the Public Records of Palm Beach County, Florida, on March 21, 2018, securing funding provided by the County to the Agency in the amount of FOUR MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$4,500,000.00); and

WHEREAS, the parties desire to amend the Declaration as hereinafter set out.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Agency to the County, receipt of which is hereby acknowledged by County, it is mutually understood and agreed that said Declaration be amended and modified as follows:

1. In the First Paragraph: Replace Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00) with Four Million Sixteen Thousand One Hundred Seventy Three and 78/100 Dollars (\$4,016,173.78).
2. Paragraph 2(a): Delete the contents of the Paragraph and replace them with the following: "This Declaration secures funding in the amount of \$4,016,173.78."
3. This First Amendment to Declaration shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.
4. All other terms and conditions of the original Declaration unless specifically changed herein, shall remain in full force and effect.

(Continued on next page)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and have caused their seals to be affixed by their respective proper officers thereunto duly authorized.

Signed, sealed, and delivered in the presence of:

Witnesses:

Name: *Cheryl Kilgus*

Signature: *[Signature]*

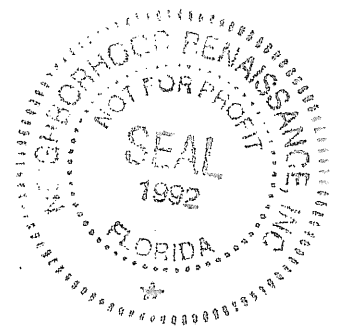
Name: *[Signature]*

Signature: *Michael Pecar*

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

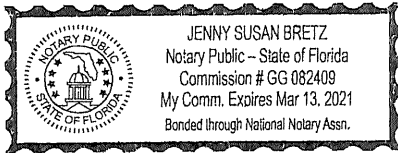
By: *Terri Murray*  
Terri Murray,  
Executive Director

(SEAL)  
Corporation not-for-profit



**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 16 day of, December, 2019, by Terri Murray as Executive Director of Neighborhood Renaissance Inc., who is personally known to me, or who has produced Florida Driver License as identification and who ~~did~~ did not take an oath.



(NOTARY SEAL ABOVE)

Signature: *Jenny S. Bretz*

Notary Name: JENNY SUSAN BRETZ  
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]*  
Verdenia C. Baker  
County Administrator

Approved as to Form and  
Legal Sufficiency

By: *[Signature]*  
Howard J. Falcon III  
Chief Assistant County Attorney

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

By: *[Signature]*  
Sherry Howard, Deputy Director

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
CITY OF LAKE WORTH BEACH**

**Amendment 001** with an effective date of January 31, 2020, by and between **Palm Beach County** and the **City of Lake Worth Beach**.

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2019-1764) on October 1, 2019, with the City of Lake Worth Beach, to provide \$235,870 of Community Development Block Grant (CDBG) funds for the acquisition of land and construction of improvements to create a park in the Royal Poinciana neighborhood; and

**WHEREAS**, the City has requested reallocation of \$54,678.89 in CDBG funds not used under its previous year's Agreement (R2018-1580) to the current Fiscal Year's Agreement (R2019-1764) for the park project funded therein.

**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. INCORPORATION OF RECITALS**

The foregoing 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 6: MAXIMUM COMPENSATION**

Replace "\$235,870" with "290,548.89".

**C. EXHIBIT A. SECTION 1. G: MONTHLY PERFORMANCE REQUIREMENTS**

Delete the current requirements and replace them with the following:

**Property Acquisition**

Real Estate Closing: March 2020

**Park Construction**

Complete Project Design by:	March 2020
Advertise, Accept Bids and Award Contract by:	May 2020
Start Construction by:	June 2020
Expend 50% of CDBG	July 2020
Complete Construction / Expend 100% of CDBG	October 2020
Submit Final Reimbursement request	November 2020

**NOTE:** All required reimbursement documentation to meet the City's CDBG expenditure requirement must be submitted to HES no later than November 30, 2020.

**D. EXHIBIT A. SECTION 2: COUNTY OBLIGATIONS**

Replace "\$235,870" with "290,548.89".

**E. EXHIBIT B: MONTHLY PERFORMANCE REPORT**


Replace "\$235,870" with "290,548.89".

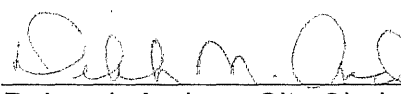
Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

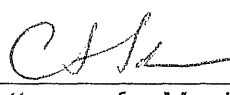
IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first above written.

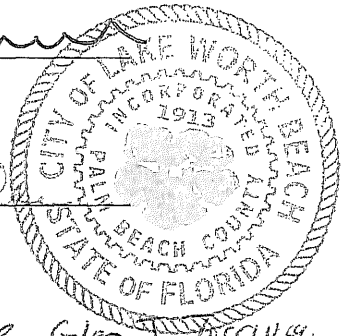
(MUNICIPALITY SEAL BELOW)

**CITY OF LAKE WORTH BEACH**

By:   
Pam Triolo, Mayor

By:   
Deborah Andrea, City Clerk

By:  FR Glen J. Forcival  
Attorney for Municipality (Optional) *CITY ATTORNEY*

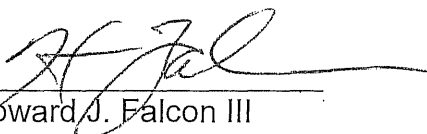


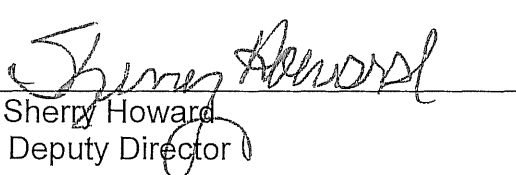
**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
For its BOARD OF COUNTY COMMISSIONERS**

By:   
Jonathan B. Brown, Director  
Department of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Housing & Economic Sustainability

By:   
Howard J. Falcon III  
Chief Assistant County Attorney

By:   
Sherry Howard  
Deputy Director