

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

Meeting Date: June 15, 2021      ☐ Consent      ☒ Regular  
☐ Ordinance      ☐ Public Hearing

**Department:** Housing and Economic Development

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

- A) approve** an Inter-Local Agreement (Agreement) with the City of Riviera Beach (City);
- B) accept** a Quit Claim Deed issued by the City for four (4) parcels (Parcels) of land in the Brooks Subdivision site, located in the City of Riviera Beach;
- C) accept** an Assignment of Mortgage in favor of the County on the Parcels;
- D) approve** up to \$550,000.00 in Workforce Housing funds to be used for design fees and construction drawings of housing units; and
- E) delegate** authority to the County Administrator, or designee, to execute any amendments thereto, along with any documents necessary to complete the acquisition, and any additional documents necessary to secure clear title for the entire Subdivision, and cost for design.

**Summary:** Brooks Subdivision is a single-family affordable housing development that was not completed and remains vacant. It is comprised of 22 buildable lots, including eighteen (18) parcels owned by the County, four (4) parcels recently acquired by the City, and a drainage easement. The Parcels owned by the City are encumbered by multiple Municipal Liens, a \$500,000 mortgage (Mortgage) in favor of the City, and a Declaration of Restrictive Covenant that runs with the land. On June 4, 2019 the Board of County Commissioners conceptually approved an Inter-local Agreement (Agenda Item 4C-6) with the City to complete the acquisition of the remaining four (4) Parcels. Since that time, there have been multiple changes with the project resulting in the City's recent acquisition of the parcels and settlement with the previous owner. The Agreement provides for the conveyance of the Parcels and the assignment of the Mortgage to the County. The County will use the Mortgage to commence litigation to obtain clear title on the entire development resulting in and providing marketable title for all 22 lots. As part of the Agreement the City will provide a release of all municipal liens and remaining encumbrances, and the County will provide the City with the opportunity to comment on the overall design, coordinate efforts with one or more non-profit agencies within the city for purposes of informing Riviera Beach residents of opportunities to purchase the homes and participate in the development, provide home buyer assistance utilizing existing programs, and encumber the entire development with restrictions ensuring that the homes remain affordable for a period of up to thirty (30) years. Acquiring the four (4) Parcels would complete the County's ownership of the entire subdivision, provide site control and enable its development for affordable and/or workforce housing. District 7 (HJF)

**Background and Policy Issues:** Brooks Subdivision is a single-family housing development project that did not materialize, and the County was able to take ownership of 18 of the 22 parcels via foreclosure. The remaining 4 Parcels were not included as part of the County's mortgage preventing the County from acquiring them through the foreclosure process. The remaining 4 parcels were encumbered by a mortgage in favor of the City, and the City recently acquired these 4 parcels via a quit claim deed from the previous owner as part of a separate settlement. Brooks Subdivision is located within an area eligible for Federal and/or State assistance and programs. Acquisition of these four (4) Parcels would allow the County to have site control of the entire 22 lot subdivision and position the County to move forward with the development of the property for affordable and/or workforce housing.

**Attachment(s):**

1. Location Map
2. Inter-Local Agreement with the City of Riviera Beach
3. Assignment of Mortgage
4. Quit-Claim Deed

Recommended By: Jonathan Buser 5/25/2021  
Department Director Date

Approved By: David A. Smith 6/14/2021  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	\$550,000				
External Revenues	(\$550,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes x No       


Does this Item include the use of Federal funds? Yes        No x

Budget line:

Fund 1114 Dept. 143 Unit 1452 Object 8201 Program Code/Period WF54/GY18


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


Approval of this agenda item will appropriate \$550,000 for the Brooks Subdivision project in the Workforce Housing Trust Fund.

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


### III. REVIEW COMMENTS

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

  
 Rose Marie 5/19/21  
 OFMB JA 5-18-21 (Rev) 5/18/21

  
 J. S. Janc 6/11/21  
 Contract Development and Control  
 6-11-21 Tm

### B. Legal Sufficiency:

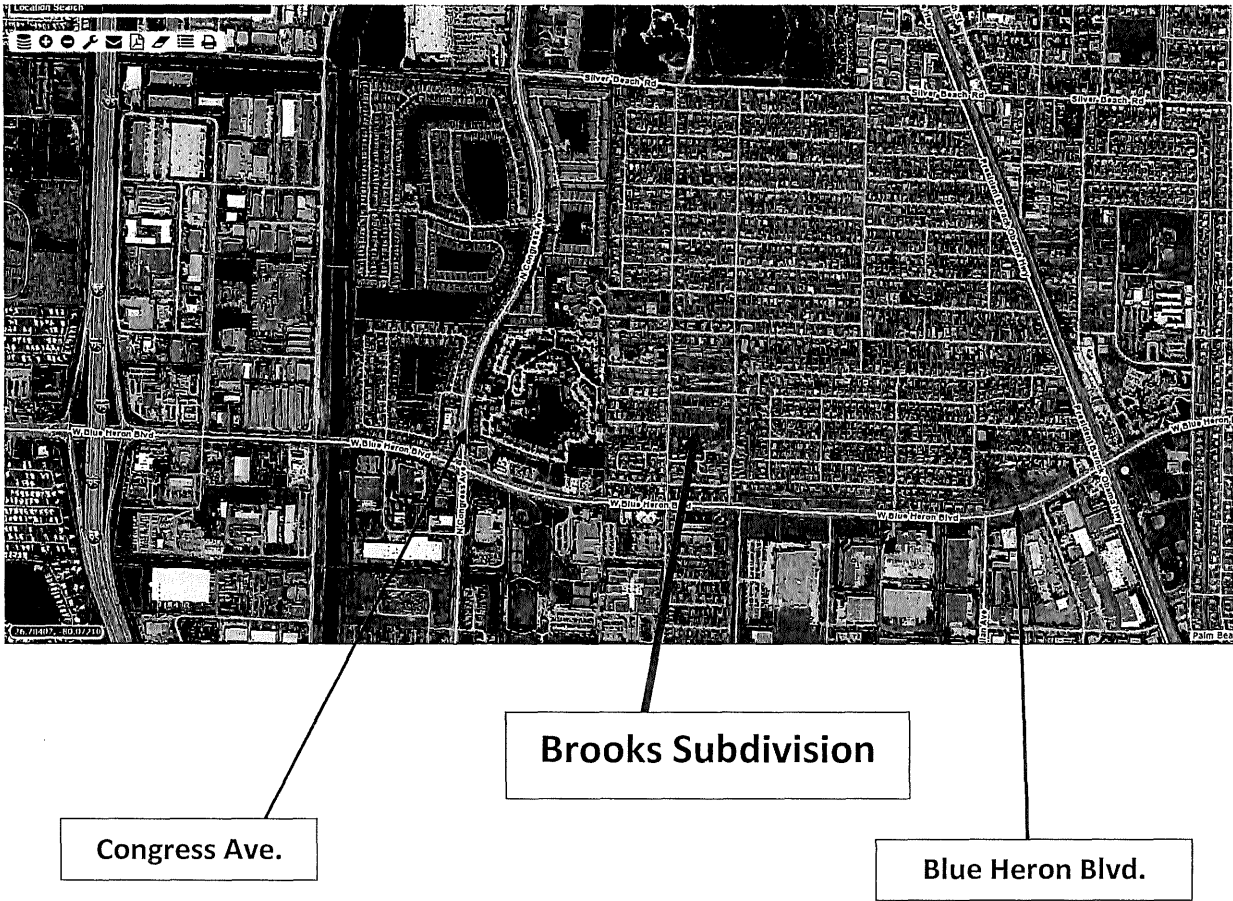
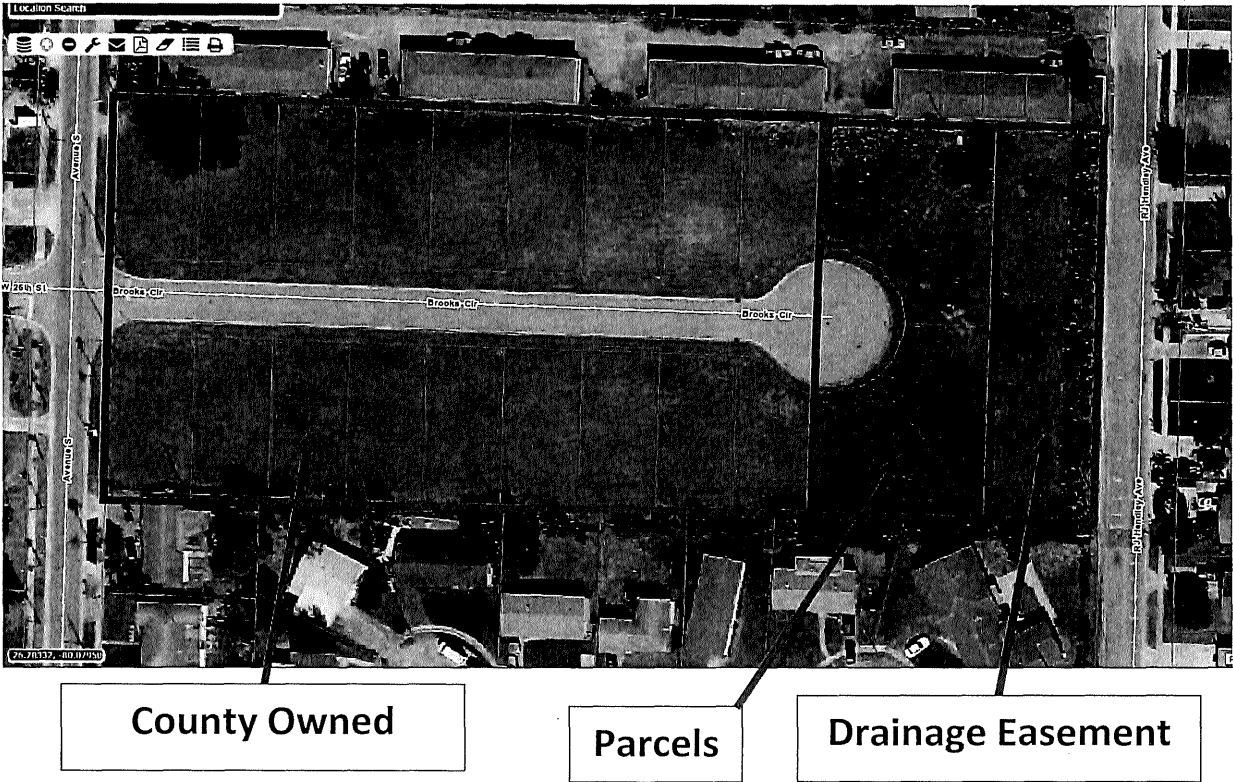
  
\_\_\_\_\_  
Assistant County Attorney For H. Falcon 6/14/21

**C. Other Department Review:**

Department Director

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

# Location Map



## INTERLOCAL AGREEMENT

This Interlocal Agreement is made the 2 day of June, 2021, between the City of Riviera Beach, a municipality located in Palm Beach County, Florida (hereinafter "CITY") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### WITNESSETH

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the parties hereto have a common goal of providing affordable housing opportunities to low and moderate income persons in Riviera Beach, Palm Beach County; and

**WHEREAS**, 22 parcels of vacant land, located within the Brook's Subdivision plat, as later defined herein "Subdivision", provides an opportunity to develop affordable housing on the 22 parcels; and

**WHEREAS**, the COUNTY currently owns 18 of the parcels within the Subdivision, and intends to acquire Lots 10, 11, 12 and 13 within the platted Subdivision, (the "Remaining 4 Parcels"); and

**WHEREAS**, the Remaining 4 Parcels are encumbered by a Mortgage and Municipal Liens (as defined herein), which are payable to the CITY, and a Declaration of Restrictive Covenant that runs with the land, whose modification and or extinguishment is controlled by the CITY; and

**WHEREAS**, the CITY recently acquired ownership of the Remaining 4 Parcels by quit claim deed from a third party who acquired the Remaining 4 Parcels at a tax deed sale; and

**WHEREAS**, the parties wish to cooperate to ensure the COUNTY obtains clear title to the Remaining 4 Parcels and to allow for the COUNTY's development of the Subdivision with affordable housing; and

**WHEREAS**, the CITY is willing to assign its Mortgage to the COUNTY in order for the COUNTY to commence litigation to obtain clear title to the Remaining 4 Parcels and Subdivision, and the COUNTY is willing to pursue such action; and,

**WHEREAS**, consistent with the COUNTY's and CITY's common goal of providing affordable housing opportunities to low and moderate income persons in Palm Beach County, the governing bodies of the COUNTY and the CITY have each authorized this Agreement and find that it serves a valid public purpose.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**Section 1. Purpose**

The purpose of this Agreement is to coordinate efforts in achieving the mutual goal of obtaining clear legal title to and developing an affordable housing solution within the Subdivision. This Agreement shall not be considered a delegation of either the CITY's or COUNTY's police power and the City has agreed to assign the CITY's interest in the Remaining 4 Parcels to allow the COUNTY to commence litigation to obtain clear title to the Subdivision. This Agreement does

not authorize the CITY to assign any other mortgage or municipal liens to the COUNTY.

**Section 2. Definitions**

The following definitions shall apply to this Agreement:

“Act” means Part I of Chapter 163, Florida Statutes.

“Agreement” means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

“Declaration of Restrictive Covenant” means that declaration recorded by the CITY in the official records book on February 24, 2010, at Book 23708, Page 1669 for the prior redevelopment of the Subdivision.

“Mortgage” means that mortgage and accompanying promissory note recorded by the CITY in the official records book on February 24, 2010, at Book 23708, Page 1663 to secure the CITY’s funding for the prior redevelopment of the Subdivision.

“Municipal Liens” means those lot clearing liens recorded by the CITY in the official records book for lot clearing charges the CITY expended within the Subdivision on the Remaining 4 Parcels as follows:

1. Recorded on March 21, 2012 at Book 25083, Page 1315;
2. Recorded on March 15, 2013 at Book 25876, Page 1634;
3. Recorded on September 30, 2014 at Book 27068, Page 550;
4. Recorded on March 17, 2015 at Book 27404, Page 1696; and,
5. Recorded on September 14, 2017 at Book 29340, Page 143.

“Subdivision” means all the real property located within the Brook’s Subdivision Plat, as recorded in Plat Book 111, Page 1, of the public records of Palm Beach County, Florida, including, without limitation, the 22 lots/parcels, drainage easement parcel, easements, right of

way/roadways, and any common areas.

“Quit Claim Deed” means that Quit Claim Deed issued to the CITY for the Remaining 4 Parcels from the third party who acquired the same at a tax deed sale. The Quit Claim Deed was recorded in Official Records on October 30, 2020 at Book 31875, Page 244.

**Section 3. Representative/Monitoring Position**

The COUNTY’s representative/contract monitor during the term of this Agreement shall be Jeff Bolton, Director of Contract Development and Quality Control for the County’s Department of Housing and Economic Sustainability, whose telephone number is (561) 233-3612. The CITY’s representative/contract monitor during the term of this Agreement shall be Jonathan E. Evans, City Manager, whose telephone number is (561) 845-4000.

**Section 4. Effective Date/Term**

This Agreement shall take effect upon execution. The term of this Agreement shall be for a period of four (4) years from the date of execution unless otherwise mutually terminated by the CITY and COUNTY or as otherwise provided herein. The term of this Agreement may be extended by mutual written agreement of the CITY and COUNTY.

**Section 5. Responsibilities and Duties**

COUNTY agrees to:

- a) The COUNTY shall exercise good faith efforts to pursue litigation to obtain clear title to the Subdivision as authorized herein;
- b) The COUNTY shall provide the CITY with the opportunity to comment on the overall design and implementation of affordable housing at the Subdivision;
- c) The COUNTY shall coordinate efforts with one or more non-profit agencies within the CITY to perform activities for purposes of informing the Riviera Beach community of

the home ownership opportunities as well as potential opportunities to participate in the construction and development processes relating to the Subdivision;

- d) The COUNTY shall provide assistance to home buyers utilizing existing programs which may be available at the time of purchase; and,
- e) The COUNTY will encumber the Subdivision with a restrictive covenant to ensure that the homes will remain affordable housing consistent with the terms of the funding source used to provide down payment assistance for a period of thirty (30) years.

CITY agrees to:

- a) The CITY shall assign its Mortgage to the COUNTY and issue a quit claim deed to the COUNTY via resolution, assignment, and quit claim deed, with language to ensure there is no merger of title, in order for the COUNTY to move forward with obtaining clear title to the Remaining 4 Parcels and Subdivision as authorized herein;
- b) The CITY, at no cost to the COUNTY, shall issue a standard CITY release of the Municipal Liens to the COUNTY within thirty (30) days following the Effective Date of this Agreement. The COUNTY shall hold the CITY release in escrow and not record the release until the COUNTY extinguishes all third party interests in the Subdivision as authorized herein. If during the process of extinguishing third party interests in the Subdivision as authorized herein, the COUNTY determines that the CITY has remaining encumbrances on the Subdivision including, without limitation, the existing Declaration of Restrictive Covenant (as defined herein), the CITY shall issue a release of said remaining encumbrances and such release shall be held in escrow by the COUNTY until the COUNTY extinguishes third party interests in the Subdivision as authorized herein;
- c) If the COUNTY files litigation to obtain clear title to the Subdivision, the CITY shall file



a Disclaimer of Interest in response to such action; provided that, the CITY's Municipal Liens and any other CITY encumbrances for which the CITY has provided a release to the COUNTY shall not be included in the litigation; and,

- d) The CITY shall execute such documents reasonably necessary, including, but not limited to, the acceptance of the Subdivision's public right-of-way after construction of all affordable housing; provided that the public's right-of-way is in a reasonable, good condition (with no resurfacing needed). The CITY agrees to then maintain in a reasonable, good condition the public's right-of-way within the Subdivision to the City's right-of-way maintenance standards thereafter.

#### **Section 6. Breach/Opportunity to Cure**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. If this Agreement is terminated for the COUNTY's default prior to the COUNTY extinguishing all third party interests in the Subdivision, the COUNTY shall assign the CITY's Mortgage back to the CITY; issue a quit claim deed back to the CITY for the Remaining 4 Parcels; and, return all releases executed by the CITY. The COUNTY's obligation in this section shall survive the termination of this Agreement.

#### **Section 7. Termination for Default**

Failure by either party to observe or perform any of the covenants, conditions or provisions of this Agreement, where such failure continues for a period of thirty (30) days after receipt of written notice thereof shall be considered an event of default, provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the

failure shall not be deemed to be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion. In the event of default by either party, the non-defaulting party shall first seek specific performance. In the event specific performance is not available as a remedy, the non-defaulting party may terminate this Agreement.

**Section 8. Enforcement Costs**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

**Section 9. Notices**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

**COUNTY:**

Jeff Bolton, Director of Contract Development  
Palm Beach County  
100 Australian Avenue, 5th Floor  
West Palm Beach, FL 33406

**WITH A COPY TO:**

Palm Beach County Attorney's Office  
301 North Olive Ave., Ste. 600  
West Palm Beach, Florida 33401

**CITY:**

Jonathan E. Evans, City Manager  
City of Riviera Beach  
1481 W. 15<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Riviera Beach, FL 33404

**WITH A COPY TO:**

Dawn S. Wynn, City Attorney  
City of Riviera Beach  
1481 W. 15<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Riviera Beach, FL 33404

**Section 10. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional

or statutory duties of state, county, or city officers.

**Section 11. Filing**

A copy of this Agreement shall be filed with the Palm Beach County Clerk of the Circuit Court.

**Section 12. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

**Section 13. Indemnification**

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by either party as provided under Federal law or in section 768.28 Florida Statutes, as amended from time to time, or any other law providing limitations on claims. This section shall survive the termination of this Agreement.

**Section 14. Remedies**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 15. Time of the Essence**

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Section 16. Equal Opportunity Provision**

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**Section 17. Captions**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 18. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 19. No Third Party Beneficiaries**

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 recipient, or official, employee, or volunteer of either party.

**Section 20. Annual Appropriation**

Each party’s performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**Section 21. Entirety of Agreement**

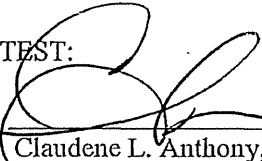
This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

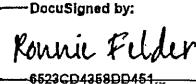
**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement (Brook’s Subdivision) to be executed by their duly authorized officials.

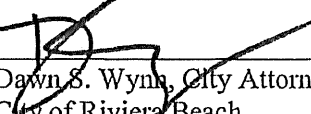
(MUNICIPAL SEAL BELOW)

**CITY OF RIVIERA BEACH, a**  
City duly organized and existing by virtue of the laws of the State of Florida

ATTEST:  
By:   
Claudene L. Anthony, City Clerk

DocuSigned by:  
  
By: \_\_\_\_\_  
Ronnie Felder, Mayor

Approved as to Form and  
Legal Sufficiency:

By:   
Dawn S. Wynn, City Attorney  
City of Riviera Beach

(COUNTY SEAL BELOW)

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

ATTEST: Joseph Abruzzo,  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Dave Kerner, Mayor  
Palm Beach County

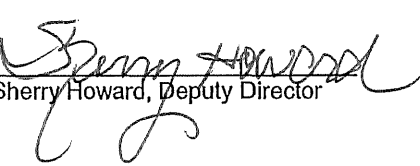
By: \_\_\_\_\_  
Deputy Clerk

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

Approved as to  
Legal Sufficiency

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

By:   
Howard J. Falcon  
Chief Assistant County Attorney

By:   
Sherry Howard, Deputy Director

Record and return to:  
City Attorney Office  
City of Riviera Beach  
1481 W. 15<sup>th</sup> Street, Suite 232,  
Riviera Beach, FL 33404

**ASSIGNMENT OF MORTGAGE**

FOR VALUABLE CONSIDERATION, **CITY OF RIVIERA BEACH**, A FLORIDA MUNICIPAL CORPORATION, whose address is c/o City Attorney's Office, 1481 W. 15<sup>th</sup> Street, Suite 232, Riviera Beach FL, ("Assignor"), hereby assigns, grants, sells and transfers without warranty to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose post office address is Post Office Box 21229, West Palm Beach, FL 33416-1229 ("Assignee"), and Assignee's successors and assigns, all of the right, title and interest of the Assignor in and to the Mortgage and Note dated November 1, 2009, entered into by Brook's Subdivision, LLC ("Borrower") for the benefit of Assignor, securing an indebtedness of Borrower to Assignor in the principal amount of \$500,000, previously recorded in the Official records of Palm Beach County, Florida, at Book 23708, Page 1663 ("Mortgage"), which indebtedness is secured by the property described in **Exhibit "A"** attached to and incorporated into this document by reference.

Together with the Note or other obligation described in the Mortgage and all obligations secured by the Mortgage now or in the future.

**Notwithstanding the foregoing, the Assignor and Assignee acknowledge and agree that the Assignee's receipt of Grantor's interest in the Mortgage and the Note identified herein shall not merge with the Assignor's interest (now or in the future) in the real property encumbered by the Mortgage and the Assignee's interest (now or in the future) in the Mortgage and Note shall survive separately and apart from the Assignee's interest in the real property encumbered by the Mortgage upon the conveyance thereof by Assignor to Assignee.**

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

Signed, sealed and delivered in the presence of the following two (2) witnesses:

Witness:  
Brooke Eadicicco  
Signature  
Brooke Eadicicco  
Print Name

Witness:  
Jeffrey S. Bolton  
Signature  
JEFFREY S. BOLTON  
Print Name  
STATE OF Florida  
COUNTY OF Palm Beach

CITY OF RIVIERA BEACH, a Florida municipal corporation

By: Ronnie Felder  
Print Name: Ronnie Felder  
Title: Mayor

DocuSigned by:  
Ronnie Felder  
65236D4358DD451  
REVIEWED FOR LEGAL SUFFICIENCY  
[Signature]  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 6/9/2021

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 11th day of June, 2021, by Ronnie Felder, who was physically present, as Mayor (title), of CITY OF RIVIERA BEACH, a Florida Municipal Corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public:

Debrah S. McCullon  
Print Name: Debrah S. McCullon  
My commission expires: Comm. #GG906245  
Expires: August 27, 2023  
Bonded Thru Aaron Notary

APPROVED BY THE PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ON \_\_\_\_\_

County Attorney or Designee



**EXHIBIT "A"**

**Parcel 1: Lots 60 and 61, Acrehome Park, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 46, Public Records of Palm Beach County, Florida.**

**Parcel 2: Lot 62, Acrehome Park, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 46, Public Records of Palm Beach County, Florida.**

**Parcel 3: Lot 63, Acrehome Park, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 46, Public Records of Palm Beach County, Florida.**

Record and return to:  
City Attorney Office  
City of Riviera Beach  
1481 W. 15<sup>th</sup> Street, Suite 232,  
Riviera Beach, FL 33404

Parcel Control Numbers:  
56-43-42-29-65-000-0100  
56-43-42-29-65-000-0110  
56-43-42-29-65-000-0120  
56-43-42-29-65-000-0130

**QUIT CLAIM DEED**

THIS INDENTURE made this 2<sup>nd</sup> day of June, 2021, by **CITY OF RIVIERA BEACH**, a Florida municipal corporation, by and through its City Council, whose post office address is c/o the City Attorney, 1481 W. 15<sup>th</sup> Street, Suite 232, Riviera Beach, FL 33404 ("Grantor"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, FL 33416-1229 ("Grantee")

(Whenever used herein the term "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successor and assigns of corporations)

WITNESSETH, that the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt hereof is hereby acknowledged by the parties, does hereby remise, release and quit claim unto the Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to, all that certain land situated in Palm Beach County, Florida, to wit:

Lots 10, 11, 12 and 13, BROOK'S SUBDIVISION PLAT, 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 111, Page 1.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, equity, and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behold of the said Grantee forever.

Notwithstanding the foregoing, the Grantor and Grantee acknowledge and agree that the Grantee's receipt of Grantor's interest in the real property identified herein shall not merge with the Grantor's interest (now or in the future) in the mortgage in favor of Grantor encumbering the real property identified herein and as recorded in ORB 23708, Page 1663, public records of Palm Beach County, Florida (the "Mortgage") and the Grantor's and Grantee's interest (now or in the future) in the Mortgage shall survive separately and apart from the Grantee's interest in the real property identified herein upon the assignment of the Mortgage by Grantor to Grantee.

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

Signed, sealed and delivered in the presence of the following two (2) witnesses:

Witness:  
Brooke Eadicicco  
Signature  
Brooke Eadicicco  
Print Name

CITY OF RIVIERA BEACH, a Florida municipal corporation

By: Ronnie Felder  
Print Name: Ronnie Felder  
Title: Mayor

Witness:  
Jeffrey S. Bolton  
Signature  
JEFFREY S. BOLTON  
Print Name  
STATE OF Florida  
COUNTY OF Palm Beach

REVIEWED FOR LEGAL SUFFICIENCY  
[Signature]  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 6/9/21

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 11th day of June, 2021, by Ronnie Felder, who was physically present, as Mayor (title), of CITY OF RIVIERA BEACH, a Florida Municipal Corporation, and who is personally known to me or who has produced the following as identification.

Notary Public:  
Debrah S. McCullon  
Print Name: Debrah S. McCullon  
My commission expires: August 27, 2023  
Comm. # GG906245  
Bonded Thru Aaron Notary

APPROVED BY THE PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ON \_\_\_\_\_  
\_\_\_\_\_  
County Attorney or Designee