

RESOLUTION NO. 42-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$500,000 TO ASSIST WITH THE INSTALLATION OF THE INFRASTRUCTURE IMPROVEMENTS FOR THE BROOKS SUBDIVISION AND APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION; AUTHORIZING THE MAYOR TO EXECUTE THE FUNDING AGREEMENT; AND INTERIM FINANCE DIRECTOR TO EXPEND FUNDS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council in August 2006 approved the site plan for the development of the Brooks Subdivision for the construction of twenty-two (22) affordable single family homes in the Northwest Sector of the City; and

WHEREAS, the City has forged a partnership with the Northwest Riviera Beach Community Redevelopment Corporation, a non-profit organization; and L1SC Local Initiative Corporation to develop and implement an affordable housing strategy in the City's non-CRA areas; and

WHEREAS, the development of Brooks Subdivision is an integral phase in implementing an affordable housing strategy in the Northwest Section; and

WHEREAS, the City Council is being requested to appropriate \$500,000 to assist with the installation of the infrastructure and improvements to commence the construction of the Brooks Subdivision; and

WHEREAS, in order for this project to proceed a funding agreement outlining the terms and conditions for expenditure of funds must be entered into between the City of Riviera Beach and the Northwest Riviera Beach Community Redevelopment Corporation.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

Section 1. The City Council authorizes the Interim Finance Director to appropriate and expend \$500,000 from the Road Impact Fee Fund (303) and MEAHOP for the installation of infrastructure improvements for the Brooks Subdivision.

Section 2. The City Council approves a funding agreement outlining the terms and conditions for the expenditure of funds and authorizing the Mayor to execute the agreement.

Section 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this ____ day of

•2008

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APPROVED:




THOMAS A. MASTERS
MAYOR

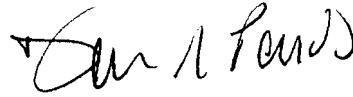


CEDRICK A. THOMAS
CHAIRPERSON


ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



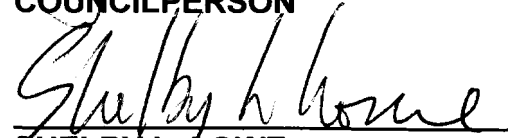
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



LYNNE L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: JUDY DAVIS

SECONDED BY: LYNNE HUBBARD

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/26/08

RESOLUTION NO. 121-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM COLOME' AND ASSOCIATES FOR THE CONSTRUCTION OF TWENTY-TWO SINGLE FAMILY HOME SUBDIVISION ON 3.80 ACRES OF PROPERTY LOCATED BETWEEN AVENUE 'S' AND AVENUE 'R' ACROSS FROM 26TH STREET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan Medium Family Multiple Family Residential Future Land use designation; and

WHEREAS, the property is zoned Multiple Family Residential (RM-15) and the proposed use is consistent with this zoning; and

WHEREAS, Staff has reviewed the proposed application and recommends approval with conditions; and

WHEREAS, the Planning and Zoning Board met July 20, 2006 to review the site plan application and made a recommendation to the City Council for approval of the site plan application; and

WHEREAS, the City Council has considered the application; the evidence submitted by the applicant and staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Site Plan application from Colome' and Associates, Inc. to build a twenty-two single family home subdivision is hereby approved with the following conditions:

1. The property must be replatted prior to permit approval.
2. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.

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3. All future advertising must state that the property is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.
4. Construction must be initiated within 18 months of receiving City Council Approval.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED ~~AND~~ APPROVED THIS 16TH DAY OF AUGUST • 2006.

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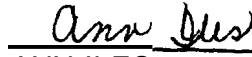
RESOLUTION NO. 121-06

PAGE 3 _____

APPROVED:



MICHAEL D. BROWN
MAYOR



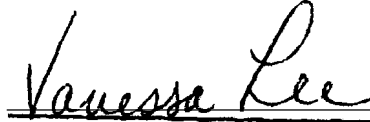
ANN ILES
CHAIRPERSON

ATTEST:



8/16/2006

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



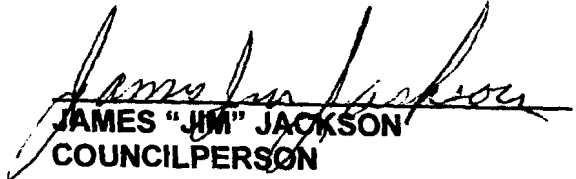
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: E. Wade

A. ILES aye

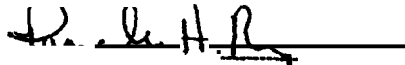
V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



ATTORNEY

DATE: 8/19/06

BROOKS SUBDIVISION FUNDING AGREEMENT

THIS FUNDING AGREEMENT, is entered into this _ day of _____, 2008 by and between Northwest Rivera Beach Community Redevelopment Corporation, a Florida non-profit corporation, whose mailing address is 2001 Broadway, Suite 510, Riviera Beach, FL 33404 (herein referred to as "CRC") and City of Riviera Beach, Florida, a Florida municipal corporation, whose mailing address is 600 West Blue Heron Blvd., Riviera Beach, FL. 33404 (herein referred to as "City").

RECITALS

A. Whereas, CRC is the owner of vacant land located east of Avenue Sand west of RJ Henley Avenue, north of 26th Street and south of 26th Court within the City (hereafter called "Brooks Subdivision") and has received plat approval to construct twenty two (22) single family homes thereon; and

B. Whereas, the site (as legally described in Exhibit "A") is located within the City's Renaissance Redevelopment Area; and

C. Whereas, the CRC's mission is to stimulate residential, commercial and economic revitalization in the City; and

D. Whereas, at least eleven (11) of the homes will be sold to households whose income does not exceed 80% of the median income for Palm Beach County, as adjusted for family size and as established by Housing and Urban Development guidelines and policies ("Qualified Household(s)") and whereas, all of the homes shall be sold to households whose income does not exceed 120% of median income for Palm Beach County, as adjusted for family size and as established by Housing and Urban Development guidelines and policies ("Qualified Household (s)"); and

E. Whereas, with respect to the sale of the homes, CRC shall actively market and give first preference to residents of Riviera Beach; and

F. Whereas, the City will realize additional tax revenue resulting from constructing new homes; and

G. Whereas, CRC does not have sufficient funding to complete all the improvements for Brooks Subdivision and has requested that the City provide a grant of \$500,000 to fund infrastructure improvements, including, without limitation, road and

water and sewer improvements for Brooks Subdivision (the "Infrastructure Improvements^o"); and

H. Whereas, CRC has requested that each Qualified Household (not to exceed 20 households) receive down payment assistance in the amount of \$5,000 per household; and

I. Whereas, the City has agreed to provide the funding for the Infrastructure Improvements and down payment assistance, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the grant and subsidy and the sum of Ten and No/100 Dollars (\$10.00) each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the other terms and conditions set forth hereafter, CRC and City agree as follows:

ARTICLE I
BUDGETING AND FUNDING

1. RECITALS. The Recitals are true and correct and are incorporated herein.

2. COMMUNITY BENEFIT. The City and CRC agree that construction of this project will serve to create additional tax revenues, stabilize and revitalize a declining and deteriorating 'community and provide safe and decent housing for Qualified Households. In addition, CRC agrees that all of the units shall be sold to Qualified Households and further that it shall actively market and give preferential treatment to residents of Riviera Beach when marketing and selling the residential units. Before the City shall make any disbursements under this Agreement, CRC shall execute and record a Declaration of Covenants and Restrictions, in form and substance acceptable to the City, which Declaration of Covenants and Restrictions shall run with the land, shall restrict the sale of the residential units to Qualified Households and shall be superior in right to any other mortgages or encumbrances on Brooks Subdivision. CRC shall designate the City as a beneficiary under the Declaration and grant enforcement powers to the City. The City shall release the Declaration of Covenants and Restrictions as each unit is sold to a Qualified Household. A release under this Section shall not affect a Qualified Household's obligation to execute the required note and mortgage if the home buyer receives Down Payment Assistance from the City. If CRC fails to sell the residential units to Qualified Households, the City shall" have the right to terminate its funding obligations hereunder and recapture funds previously advanced, which right shall be incorporated in the Declaration of Covenants and Restrictions. The City's right to recapture shall be limited to its prorata share of the number of residential units sold to non-Qualified Households and shall be calculated by

multiplying the grant amount of \$500,000 by .0454 times the total number of non-qualified households.

3. USE OF PROCEEDS. Proceeds under this Agreement may only be used for Infrastructure Improvements approved by the City. Any material alteration of the Infrastructure Improvements must be approved in advance by the City and its Inspector and a revised source and uses and construction budget must be presented to and approved by the City.

4. ACCESS TO FUNDS. CRC shall have two years from the date of this Agreement to access the grant funds and to complete the Infrastructure Improvements. Thereafter, the funds shall no longer be available unless the City agrees in writing to provide additional time.

ARTICLE II
DISBURSEMENT OF GRANT PROCEEDS

1. PROCEDURE FOR DISBURSEMENT. City agrees to make disbursements to CRC up to the full grant amount for Infrastructure Improvements in accordance with an approved Infrastructure Improvements construction budget and sources and uses statement and in accordance with and subject to the following procedure, covenants, and terms:

A. Certificate For Payment. At such time as CRC shall desire to obtain, subject to the other requirements hereof, a disbursement of any portion of the grant proceeds, CRC shall complete, execute, and deliver to City a request for an advance on a form approved by City.

B. Evidence Of Progress Of Construction. The above said Certificate for Payment shall, upon the request of City be accompanied by evidence in form and content satisfactory to City, including, but not limited to, certificates and affidavits of CRC, contractor, architect/engineer or such other persons as City may require, showing that:

(i) The value of that portion of the Infrastructure Improvements completed at that time;

(ii) All outstanding claims for labor, materials and fixtures for which prior requests for advance have been funded by CRC have been paid. and releases of liens have been obtained for same;

(iii) CRC has complied with all of CRC's obligations, as of the date thereof. under this Agreement;

Brooks Subdivision Funding Agreement

(iv) All construction of the Infrastructure Improvements and any other work contemplated hereunder prior to the date of the request for an advance have been done in accordance with the plans and specifications;

(v) Any surety bonds required by City are in full force and effect;

(vi) All funds previously disbursed by City have been applied in accordance with an approved Infrastructure Improvement construction budget and sources and uses statement;

(vii) Copies of all bills or statements for indirect expenses for which the advance is requested are attached to said Certificate of Payment; and

(viii) Except as may be otherwise provided, all change orders shall have been approved in writing by City.

C. City's Inspector's Review. At CRC's expense, the City shall hire an engineer or other expert to review the work or improvements on site before any disbursements are made. City's Inspector (at the cost of CRC) will review the proposed plans and specifications, budget and cost analysis, and monitoring of job progress. The appointment of City Inspector shall not be deemed to place any duty or responsibility upon City to inspect the Infrastructure Improvements or any obligations or liability upon City regarding the quality of construction or the absence thereof of defects. City's obligation to make any disbursement(s) shall be conditioned on the review and approval of City's Inspector of all draw requests.

D. Inspection Service. It is expressly agreed that all inspection and other services rendered by City officers or agents shall be rendered solely for the protection and benefit of the City, and CRC shall not be entitled to claim any loss or damage, either against City or its officers or agents, for failure of said officers or agents to properly discharge their duties to City.

E. Releases. Partial Releases and/or waivers of Lien have been received for all disbursements previously made.

F. Disbursement. City shall not be obligated to fund more than one draw request per calendar month. Further, disbursements shall be made prorata with other providers of funding for Infrastructure Improvements who have entered into an Intercreditor Agreement with the City.

G. Other Conditions. All other conditions of this Agreement have been met.

H. Conditions Precedent to Each Disbursement To Be Satisfied.

At no time and in no event shall the City be obligated to make a disbursement on each draw:

(i) Until and unless payroll and material invoices and contracts shall have been confirmed by CRC to the satisfaction of City and until and unless such labor and materials have been delivered to and used upon or incorporated in such Infrastructure Improvements in a manner satisfactory to City and in compliance with said plans and specifications;

(ii) Until CRC has produced to the City, upon demand, the contracts, bills of sale, statements, receipted vouchers for work or materials appurtenant to or used in the construction of the Infrastructure Improvements;

(iii) If CRC or its contractor fails to comply with any requirement or notice of violation of law issued by or filed in any department or bureau or any governmental agency having jurisdiction;

(iv) If CRC or its contractor interfere with or prevent City entry and access to Brooks Subdivision for inspections;

(v) If City, based upon the advice of City Inspector, believes that construction of the Infrastructure Improvements cannot be completed within the time required by this Agreement; or

(vi) If, in the reasonable discretion of the City, the then estimate remaining cost of construction in accordance with the plans and specifications exceed the Infrastructure Improvements construction budget and sources and uses statement, and CRC has failed to make arrangements satisfactory to City, in the City's reasonable discretion, for the payment of such additional costs.

I. Conditions Precedent to Funding the First Disbursement.

At no time and in no event shall the City be obligated to make a disbursement on the first draw or any subsequent draws:

- (i) Until the City receives satisfactory evidence that CRC has closed on all other sources of funding for the Infrastructure Improvements and construction of the single family homes and related improvements and the City and all other lenders or funders who are obligated to fund Infrastructure Improvements have entered into an Intercreditor Agreement in form and substance acceptable to the City;

Brooks Subdivision Funding Agreement

- (ii) Until all conditions from all sources for funding for Brooks Subdivision have been satisfied;
- (iii) Until the City has received satisfactory evidence that CRC has received a firm commitment from Palm Beach County State Housing Initiative Program and Palm Beach County Home Investment Program and any other subsidy or grant sources to provide Infrastructure Improvements and/or construction funding for this project;
- (iv) Until the City has received and reviewed a certified copy of the instrument of conveyance and a copy of an owner's policy of title insurance issued by a licensed Florida Title Agent or attorney listing CRC as the fee simple owner of the property described in Exhibit "A."
- (v) Until CRC provides evidences that a surety bond and/or payment and performance bond listing the City as an additional insured is in full force and effect.
- (vi) Until CRC delivers an executed contract with a contractor acceptable to the City who shall complete the Infrastructure Improvements;
- (vii) Until CRC executes and records a Declaration of Covenants and Restrictions in form and substance acceptable to the City;
- (viii) Until CRC executes and records a Mortgage on the subject property in favor of the City;;
- (ix) Until CRC provides evidence of site plan approval, plat approval and any other approvals from governmental authorities necessary to commence construction;
- (x) Until CRC satisfies all existing mortgages on Brooks Subdivision;
- (xi) Until CRC provides satisfactory evidence to the City that any financing or other funds which are secured by superior liens or encumbrances on Brooks Subdivision were used solely for acquisition or improvements on or related to Brooks Subdivision;
- (xii) Until CRC has initiated and completed a bidding process to select a qualified contractor for the Infrastructure Improvements which process and procedure must comply with the City's procurement policies and procedures for projects of this nature and size. The bidding process shall incorporate such features as advertisement in a local newspaper of general circulation, conduct of a pre-bid conference and selection of the lowest responsible bidder;

- (xiii) Until CRC presents a cost breakdown **and** construction bUdget and sources and uses of funds statement acceptable to the City in its sole discretion for the entire project;
- (xiv) Until CRC presents a cost breakdown and construction budget and sources and uses of funds statement acceptable to the City in its sole discretion for the Infrastructure Improvements; and
- (xv) Until all other conditions imposed by the City have been met in the sole discretion of the City.

ARTICLE III
DOWN PAYMENT ASSISTANCE

1. PROCESS AND APPROVAL. CRC shall verify and certify to the City that each Qualified Household receiving down payment assistance satisfies the qualifications and criteria for an award under the Federal Home Bank Board of Atlanta Affordable Housing Program.. The City reserves the right to charge a reasonable processing fee. All fees and expenses associated with this down payment assistance program shall be borne by CRC and/or the proposed borrower.

2. CLOSING. At least 10 days before closing, CRC must inform City staff of the contact information, including, name, address, telephone number, facsimile number and email address of the closing agent and the proposed closing date. The City reserves the right to have a representative of the City attend the Closing. On or before closing, each borrower must execute a note, mortgage or recapture/ retention agreement (a copy of which is attached hereto as Exhibit "F") as approved by the Board (as defined below) and the closing agent shall be responsible for recording the agreements in the public records and returning the originals to the City. All costs and expenses related to executing and recording the City and/or Board's documents shall be the responsibility of the borrower/purchaser. CRC shall also comply within such other reasonable request as imposed by the City.

3. SUBORDINATION. The City acknowledges the borrower/purchaser may need down payment assistance from several sources and provided there is no prohibition in the Boards rules or regulations, the City agrees to subordinate its interest in each unit to a financial institution providing pennant financing as well as assistance provided by Palm Beach County under its SHIP or HOME program: Other sources of financing or down payment assistance must be approved by the City.

4. RESIDENTIAL REQUIREMENTS. The City hereby adopts the residential requirements imposed by the Board's Affordable Housing Program.

5. COMPLIANCE. CRC acknowledges that the proceeds of the down payments assistance were allocated from an award from the Federal Home Loan Bank Board of Atlanta (the "Board") under its Affordable Housing Program. CRC agrees to comply with rules, regulations and policies of the Federal Home Loan Bank Board including executing and recording all agreements as required by the Board. CRC agrees to provide access to its books and records to allow the City to verify compliance. CRC shall insure that each purchaser executes a deed restriction or other legally enforceable and recordable retention agreement and shall be responsible for returning the originals of same to the City. In the event CRC fails to comply with the Board's regulations, then CRC shall indemnify and hold the City harmless for its failure to comply. Further, if the Board seeks to recapture any of the funds, then CRC shall be liable for payment of same.

ARTICLE IV
MISCELLANEOUS

1. RECORDING. CRC hereby grants the City a security interest in Brooks Subdivision to secure its obligation herein and this Agreement or a mortgage may be recorded in the Public Records of Palm Beach County to protect its interest and lien rights. The City shall subordinate its security interest to an existing or future lien or encumbrance to the extent that the lien or encumbrance secures funding used solely for Infrastructure Improvements and construction of single family homes for Brooks Subdivision .

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

3. AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing signed by both parties.

4. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Florida.

5. ATTORNEY'S FEE. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6. NOTICES TO ALL PARTIES. All notices, statements, requests, and demands given to or made upon any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given or made when hand delivered or two (2) days after deposited in the certified mail of the United States, return receipt requested, postage prepaid, or one (1) day after delivery to a recognized overnight courier service, addressed to such party at the address or addresses herein above

stated following the names of the respective parties, or to a different address in accordance with any unrevoked written direction from such party to the other parties hereto.

7. NO PARTNERSHIP OR JOINT VENTURE. Nothing herein nor the acts of the parties hereto shall be construed to create a partnership or joint venture between CRC and City.

8. NO ASSIGNMENT BY BORROWER. This Agreement may not be assigned by CRC without the prior written consent of City which may be withheld in City's sole and absolute discretion.

9. WAIVER OF RIGHT TO JURY TRIAL. CITY AND CRC HEREBY WAIVE ANY OBJECTION TO VENUE BEING IN COURTS LOCATED IN PALM BEACH COUNTY, FLORIDA, FOR ANY DISPUTE ARISING OUT OF THE GRANT AND THIS FUNDING AGREEMENT. CRC AND CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO SEEK A TRIAL BY JURY AND WAIVE ANY RIGHTS TO HAVE SAME IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS) ARISING IN CONNECTION WITH THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED THEREIN AND ALL AND ANY COMBINATION OF THE FOREGOING. CRC ACKNOWLEDGES THAT THE CITY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

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IN WITNESS WHEREOF, eRC and City have hereunto caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION, a Florida non-profit corporation

[Signature]
Print Name: J.P. Frazier
[Signature]
Print Name: John J. Green

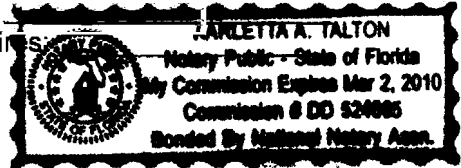
By [Signature]
Print Name: William H. Burns
Print Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of March, 2008, by William H. Burns as President, of Northwest Riviera Beach Community Redevelopment Corporation, who is personally known to me OR produced N/A a identification and who did not take an oath.

(Notary Seal)

Print Name: [Signature]
NOTARY PUBLIC
Commission No: _____
Commission Expires: _____



SIGNATURE PAGE FOR BROOKS SUBDIVISION FUNDING AGREEMENT

Brooks Subdivision Funding Agreement

EXHIBITS

Exhibit "A" Legal Description

Exhibit "B" Form Note and Mortgage

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1-22, BROOKS SUBDIVISION, according to the plat thereof recorded in Plat Book iii, Pages 1 and 2, of the public records of Palm Beach County, Florida.

EXIDBIT "B" FORM NOTE AND MORTGAGE

PROMISSORY NOTE

\$ 5,000.00

Riviera Beach, Florida
_____, 200

FOR VALUE RECEIVED, the undersigned, Gointly and severally, if more than one} promises to pay the City of Riviera Beach, Florida or order, in the manner hereinafter specified, the principal sum of \$5,000.00, bearing no interest. The said principal shall be payable in lawful money of the United States of America at City Hall, 600 West Blue Heron Blvd., Riviera Beach, Florida 33404 or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

This promissory note (the "Note") shall bear no interest and shall require no principal payments prior to _ months from the date hereof, at which time all sums of outstanding principal shall be due and payable in full. Notwithstanding the foregoing, the subject principal shall be forgiven on the basis of _ thereof per month starting from the date that the real property pledged pursuant to the ____ Mortgage (the "Real Property"), securing this Note is owned and occupied by the Maker subsequent to the date hereof. The entire principal sum of this Note that has not been previously forgiven by operation of the previous sentence shall become due and payable on the date of either (i) the sale or conveyance of the Real Property or (ii) the maker fails to continuously occupy the Real Property. Said payment shall be promptly remitted to the City of Riviera Beach to the address noted in the previous paragraph, and upon receipt, shall be credited as a payment toward satisfaction of the amount outstanding under this Note.

In addition, if there is a default made in the payment of any of the sums herein or the performance of any of the agreements contained herein, the mortgage or the misrepresentation of any facts in the application for the loan, then the entire principal sum shall at the option of the holder hereof become at once and collectible without notice, time being of essence. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor. If, after maturity of this note or default hereunder, counsel shall be employed to collect on this note, the undersigned agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

Borrower/Maker's Address

Borrower's Signature

Ref: G:\HOME\04'\5\Clients\

|

Return To:
John Green
City of Riviera Beach
Community Development Department
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

_____ MORTGAGE

THIS MORTGAGE DEED executed this ____ day of _____, A.D., ____ by _____ and _____, whose address is _____, hereinafter called the "Mortgagor," in favor of the City of Riviera Beach, Florida whose address is 600 West Blue Heron Blvd, Riviera Beach, Florida 33404, hereinafter called 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, and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, 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 viz:

See Exhibit "A" attached hereto.

THIS IS A _____ MORTGAGE, subject to the first Mortgage from Mortgagor to _____, in the original amount of \$ _____ and second mortgage, if any, in favor of _____

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

AND the Mortgagor covenants with 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 fully warrants the title to said land will defend the same against the lawful claims of all persons whomsoever; and said land is free and clear of all encumbrances other than the certain first mortgage to _____

in the original principal amount of \$ _____ and that second mortgage if
nay in favor of _____ 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 to a purchaser that does not qualify as an Eligible Household as
defined in the _____ then this Mortgage shall become due and payable in full.

PROVIDED ALWAYS that if said Mortgagor shall pay unto said Mortgagee the
certain promissory note hereinafter substantially copied or identified to-wit:

See Attachment "A" attached hereto and made a part hereof

and shall perform, comply with and abide by each and every agreement, stipulations,
conditions and covenants thereof, and of this mortgage, then this mortgage and the estate
hereby created, shall cease, determine and be null and void.

And the Mortgagor hereby further covenants and agrees to pay promptly when
due the principal and interest and other sums of money provided for in said 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, consent 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 in a company acceptable to the Mortgagee, the policy or
policies to be held by, and payable to, said Mortgagee, and 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, accounting to the
Mortgagor to promptly and fully comply with the agreements, stipulations, conditions
and covenants of said mortgage, or either; to perform, comply with and abide by each and
every agreement stipulations and conditions and covenants set forth in said note and this
mortgage or either. 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 the date hereof at the highest lawful rate than allowed by the laws of the
State of Florida.

And the Mortgagor agrees further that Mortgagor shall reside in the mortgaged
property as the Mortgagor's principal place of residence for not less than a period of ____
years starting from the date of closing (the "Restrictive Period"). During the Restrictive
Period, in the event Mortgagor elects to sell, transfer or convey a legal or beneficial
interest to a purchaser or transferee that is not qualified as an Eligible Household. Then
Mortgagor shall satisfy in full the amount due and owing under the attached promissory
note.

If any sum of money herein referred to be not promptly paid within 15 days next
after the same becomes due, or if each and every agreement, stipulations, conditions and
covenants of said note and this mortgage, or either, are not fully performed, complied

with and abided by, then the entire sum mentioned in said 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 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.

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

Signed, sealed and WITNESSED in the presence of:

Print Name:

Borrower's signature

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day, before me, and officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____, _____, personally known to me, on this _____ day of _____, _____, and who has produced _____ driver's license or passport as identification and did not take an oath.

Print Name
Notary Public

Signature
Notary Public

SEAL

My Commission expires:, _____

Print Name

Print Name

CITY OF RIVIERA BEACH, a Florida
municipal corporation

By: _____
THOMAS A. MASTERS, MAYOR

ATTEST:


CARRIE E. WARD, CITY CLERK

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, ~~2008~~ by Thomas A Masters, Mayor of the City of Riviera Beach, who is personally known to me ~~OR~~ produced as identification and who did not take an oath.

(Notary Seal)

Print Name: _____
NOTARY PUBLIC
Commission No: _____
Commission Expires: _____

SIGNATURE PAGE FOR BROOKS SUBDIVISION FUNDING AGREEMENT

RESOLUTION NO: 43-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY'S PARTICIPATION IN THE NATIONAL LEAGUE OF CITIES BUILDING EQUITABLE COMMUNITIES TECHNICAL ASSISTANCE ROUNDTABLE AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO IDENTIFY FUNDING UP TO \$6,200.00 TRAVEL BUDGETS WITH THE BALANCE OF \$6,200.00 TO BE FUNDED BY THE COMMUNITY REDEVELOPMENT AGENCY'S TRAVEL BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council discussed an initiative at the recent City Council/staff retreat in terms of engaging the community; and

WHEREAS, the City's acceptance into the National League of Cities Building Equitable Communities Technical Assistance Roundtable will provide technical assistance to the City and its partners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1. The City Council authorizes the participation in the National League of Cities Building Equitable Communities Technical Assistance Roundtable.

SECTION 2. The City Council authorizes the Interim Finance Director to identify funds in the Legislative and Executive travel budgets not to exceed \$6,200.00 with the balance from the Community Redevelopment Agency's travel budget not to exceed \$6,200.00.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 2 day of APRIL, 2008.

RESOLUTION NO. 43-08

PAGE 2


APPROVED:

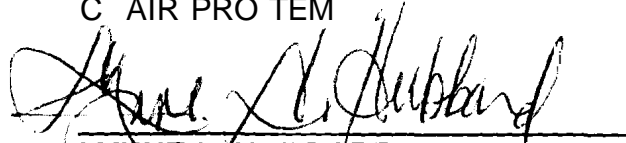

THOMAS A. MASTERS
MAYOR

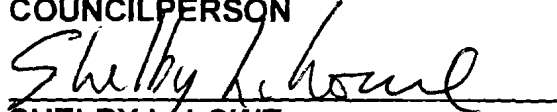

CEDRICK HOMAS
CHAIRMAN

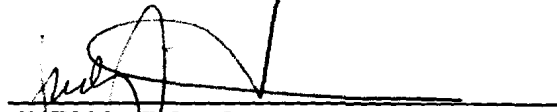
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN PARDO
C. AIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

MOTIONED BY: DAWN PARDO

SECONDED BY: JUDY DAVIS

C. THOMAS AYE

D. PARDO AYE

L. HUBBARD AYE

S. LOWE AYE

J. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____