



---

---

**CITY OF RIVIERA BEACH – MEMORANDUM**

---

---

**TO:** HON. MAYOR, CHAIRPERSON AND BOARD

**THROUGH:** JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

**FROM:** DEIRDRE M. JACOBS, ASSISTANT CITY MANAGER

**SUBJECT:** **EARL PLEASANT AND MARGARET PLEASANT REQUEST TO RELEASE MORTGAGE AND RESTRICTIVE COVENANT**

**DATE:** APRIL 7, 2021

**CC:** GENERAL PUBLIC

---

**Background:**

At this time, Mr. Earl Pleasant has approached the City and requested that it consider a request to release certain security documents that were executed by Earl Pleasant and Margaret Pleasant. More specifically, these documents were a Mortgage Deed, Promissory Note and a Restrictive Covenant. This transaction was the result of the financial support extended to the Pleasants to construct an office plaza comprising approximately 3,938 square feet situated at 2701 President Barack Obama Highway (the “Property”).

The total cost to construct the building including predevelopment expenses, professional services and hard costs was \$527,000. To that end, a private loan was attained in the amount of \$230,000 and the City granted the remaining \$297,000. In exchange for the grant award issued through a Mortgage Deed and Promissory Note, which stipulated a ten-year term, the Pleasants also agreed to a Restrictive Covenant on the Property. This transaction took place in February 2011, and at that time, the Mortgage Deed and Promissory Note, which stipulated a ten-year term, became effective. Still, the ten (10) year term for the Restrictive Covenant did not begin until July 2022, following issuance of the Notice of Occupancy.

The term of the Restrictive Covenant was for a period of ten years from the date of the issuance of the Certificate of Occupancy by the City for the project, which was July 16, 2012. In addition, the Restrictive Covenant made additional requirements including the following: (1) that construction would serve to provide community benefits for the City, such as removing blight, fostering small business development, and creating jobs; (2) that



they would operate a commercial or retail establishment on the property; and (3) that in the event they violate any terms of the Tri-Party Agreement or the Restrictive Covenant, the grant award would be repaid to the City.

In follow-up to Mr. Pleasant's request for releases, staff is seeking guidance from the Council. Upon receipt of the Council's directions, staff will prepare the documents necessary to effectuate the formal desire(s) shared.

**Citywide Goals:**

Enhance Government Stewardship and Build Great Neighborhoods.

**Budget/Fiscal Impact:**

This Item does not present a fiscal impact.

**Recommendation(s):**

Staff recommends that the Council provides guidance and direction on the request to release the Mortgage, Promissory Note and Restrictive Covenant documents.

**Attachment:**

None at this time.