

HCD DOCUMENT ROUTING FORM

RUSA 4/5/15 L

DATE: March 26, 2015

Declaration Restrictive Coverage
Note of Amendment to Agr.

NAME OF DOCUMENT: CDBG Loan Closing Documents - Grace Community Development Corp

Approved at Commission Meeting on 7/1/14 CAR# 14-0775

ITEM: CM - PH - 01 O - PUR - R

Routing Origin: CITY ATTORNEY'S OFFICE: ENGINEERING COMMUNITY DEV.

OTHER _____

Also attached: copy of CAR copy of document ACM Form # 3 originals

By: JB forwarded to:
Initials

1) Approved as to Content: [Signature] Date: 3/26/15
JONATHAN BROWN, HCD MANAGER

Approved as to Content: [Signature] Date: 3.26.15
JENNI MOREJON ALRED BATTLE, DEPARTMENT OF SUSTAINABLE DEVELOPMENT

2) Approved as to Funds Available: by [Signature] Date: 3/26/15
LAURIE CONVER, FINANCIAL ADMINISTRATIVE ASSISTANT

Amount Required by Contract/Agreement \$250,000.00 Funding Source: CDBG
Dept./Div. Dept of Sustainable Development/HCD Index/Sub-object CD 15 2215 Project #

3) City Attorney's Office: Approved as to Form [Signature] Originals to City Mgr. By: Lynn Solomon
Cynthia A. Everett _____ Cole J. Copertino _____ Robert B. Dunkel _____
Lynn Solomon _____ D'Wayne Spence _____ Paul G. Bangel _____
Carrie Sarver _____ DJ Williams-Persad _____ Victoria Minard _____

4) Approved as to content: City Manager:
By: _____
LEE R. FELDMAN, ICMA-CM, CITY MANAGER

5) City Manager: Please sign as indicated and forward all originals to HOUSING & COMM. DEV.

INSTRUCTIONS TO CLERK'S OFFICE

6) City Clerk: retains 0 original document and forwards all original documents to HCD
 Copy of document to _____ Original Route form to Jonathan Brown/DSD
 Attach _____ certified copies of Reso. # _____ Fill-in date

4/7



CITY OF
FORT LAUDERDALE

Venice of America

April 2, 2015

To: Lynn Solomon, Assistant City Attorney
From: Jonathan Brown, Housing and Community Development Manager
Subject: Closing Documents for Grace Community Development Corporation

Good morning Lynn,

Attached are the documents that need execution by the City. The closing date has been set for on or before **April 10, 2015**. As a result, I request a RUSH on the executing of these documents so they can be sent to the Title Company.

The documents that need signatures are as follows:

1. Amendment #001 to the Participation Agreement
 - To be signed by Lynn Solomon
2. Promissory Note
 - To be signed by Lynn Solomon
3. Declaration of Restrictive Covenant
 - To be signed by Lee Feldman
 - To be signed by Jonda Joseph
 - To be signed by Lynn Solomon

The mortgage is not included in the package, as it does not require a City signature. Please call me once the documents are ready for pickup, as we need to get them to the Title Company for the closing and recording. Thanks.

DEPARTMENT OF SUSTAINABLE DEVELOPMENT
700 N.W. 19TH AVENUE, FORT LAUDERDALE, FLORIDA 33311
BUILDING SERVICES (954) 828-5191 • CODE ENFORCEMENT DIVISION (954) 828-5207
www.fortlauderdale.gov

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration" is made this 7 day of APRIL, 2015, by Grace Community Development Corporation of Florida, Inc., a Florida not for profit corporation ("PARTICIPANT");

WHEREAS, the City receives Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD") to undertake particular activities, including the provision of acquisition, rehabilitation and public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; and

WHEREAS the CITY has accepted upon certain terms and conditions Community Development Block Grant Program ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD") to provide eligible CDBG activities (*including but not limited to child and family assistance programs*) for eligible residents of the City of Fort Lauderdale; and

WHEREAS, PARTICIPANT has entered into an Agreement with the City of Fort Lauderdale ("City"), with an effective date of October 1, 2014 ("Agreement"); and

WHEREAS the City approved funding for this activity in its Annual Action Plan on July 1, 2014 (CAM # 14-0775) and submitted it to HUD; and

NOW, THEREFORE, in accordance with and in consideration of the foregoing, PARTICIPANT declares that the Property described herein shall be held and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth:

1. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.
2. Grace Community Development Corporation of Florida, Inc. hereby represents it is the Owner of the subject property, legally described as follows:

The South 150.7 feet of the North 342.7 feet of Block 2, WAYSIDE PARK, according to the Plat thereof, as recorded in Plat Book 14, at Page 54, of the Public Records of BROWARD County, Florida.

a.k.a

The South 100.7 feet of the North 342.7 feet and The South 50 feet of the North 242 feet of Block 2, WAYSIDE PARK, according to the Plat thereof, as recorded in Plat Book 14, at Page 54, of the Public Records of BROWARD County, Florida.

**Street Address: 1646 NE 12th Terrace
Fort Lauderdale, Florida 33305**

3. The restrictions contained herein shall apply for a period of twenty (20) years from the date this document is recorded ("the period of affordability"). This period of affordability will continue for the stated number of years regardless of any resale, transfer or vacancy of the Property.
4. Term and Use of Property. The Property shall be continuously used by Participant for a period of twenty (20) years from the date of conveyance to Participant ("Term") for the administration of an eligible CDBG activity.
5. During the term of this Declaration, Participant shall not sell, lease, convey or encumber the Property without the express written consent of the City which consent may be withheld in the discretion of the City.
6. During the term of this Declaration, Participant shall not engage in any other financing or other transaction which results in the creation of an additional mortgage lien upon the property without first obtaining written consent from the City.
7. These covenants shall remain in effect until amended with written consent of the City of Fort Lauderdale, or for the period of the restrictive covenant.
8. The CITY OF FORT LAUDERDALE, its successors and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.
9. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. The CITY shall be entitled to enforce the obligations set forth in this declaration by an action in law or equity. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
10. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
11. The CITY, at the request of PARTICIPANT or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon expiration of the twenty year period, provided it has provided CDBG eligible activities on the Property continuously for twenty years.
12. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
13. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation and the rights and obligations

hereunder shall be binding upon the Owner and its successors in interest.

14. In the event the participant sells this property, then the City shall be entitled to receive from the proceeds of the sale or finance any funds advanced by the City to acquire the property.
17. The Participant hereby grants the City retains a reversionary interest in the Property for the Term of the Declaration.
18. In the event the City elects to exercise its reversionary interests herein and provide notice thereof to Participant, City shall have first right of refusal to acquire the Property and the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate (*with the exception of the that of the first mortgage lender*) and the Property shall become the property of the City, free and clear of any and all claims, rights, liens or encumbrances.
19. The Participant shall permit reasonable inspections of the Property at reasonable times by the City or its agents for the purpose of determining compliance with the terms of this Declaration and the terms of the Participation Agreement.
20. Participant shall comply with the terms and conditions of the Participation Agreement with respect to the use of the Property.
21. In the event of a breach or default by the Participant in the performance of any obligations under this Declaration, the City shall provide written notice thereof to the Participant, and
 - (a) If such event of default shall not be cured by the Participant within thirty (30) days after receipt of the written notice from the City specifying in reasonable detail the event of default by the Participant, or
 - (b) If such event of default is of such nature that it cannot be completely cured within such time period, then if the Participant shall not have commenced to cure such default within 30 days after receiving notice from the City and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary

Then the City, for such events of default or breach may pursue any and all legal remedies or equitable remedies, including enforcement of its reversionary interest in accordance with the provisions of the Declaration.

21.1 In the event Participant commences to cure a default but finds that the default is of such a nature that it cannot be completely cured within time provided in subsection 21(b) above and Participant intends to continue to diligently prosecute such cure to completion, then Participant shall be obligated to provide notice to City as to the time frame reasonably needed to cure such default, which such time frame shall be conclusive as between the parties, unless City disputes such time frame, in which event the City Commission shall determine the time frame that is reasonably needed to cure such default.

21.2 If Participant has failed to complete the cure by the end of the time frame designated as the reasonable additional time needed to cure as set forth in this Section 21, then City shall be permitted to pursue any and all legal or equitable remedies to which it is entitled, including enforcement of its reversionary interest.

22. Participant hereby agrees to execute and deliver to City such instrument or instruments as shall be required by City as will properly evidence termination of Participant's rights hereunder or its interest therein when Participant receives notice of the City's exercise of its reversionary rights herein.

22.1 In the event the City elects to exercise its reversionary interests herein and provide notice thereof to Participant, City shall have the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate and the Property shall be and become the property of the City free and clear of any and all claims, rights, liens or encumbrances by, through or under the Participant, and that such title and all rights and interests of the Participant, and any assigns or successors in interest to and in the Property, shall revert to the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the _____ day of _____ 2015.

WITNESSES:

PARTICIPANT

Grace Community Development Corporation of Florida, Inc., a Florida non-profit corporation

[Signature]

By [Signature]
Lucdel Harrigan, Executive Director / CEO

Laura Maldonado
[Witness print name]

[Signature]

Mario DeSantis
[Witness print name]

ATTEST:

(CORPORATE SEAL)

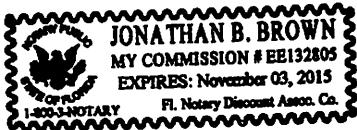
[Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27th day of March 2015, by Lucdel Harrigan, as Executive Director / CEO of Grace Community Development Corporation of Florida, Inc., Who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)



Jonathan Brown
Name of Notary Typed, Printed or Stamped

My Commission Expires: November 3, 2015

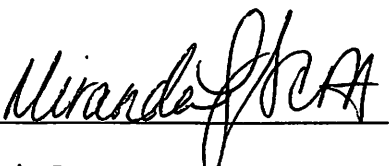
EE132805
Commission Number

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE



MIRANDA SCOTT
[Witness print name]

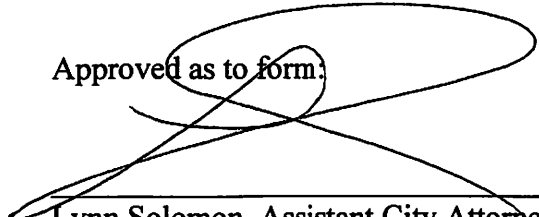
By 
LEE R. FELDMAN, City Manager

ATTEST:

(CORPORATE SEAL)


JONDA K. JOSEPH, City Clerk

Approved as to form:


Lynn Solomon, Assistant City Attorney

Prepared by:
CITY OF FORT LAUDERDALE
700 N.W. 19th Avenue
FORT LAUDERDALE, FL 33311

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
PROMISSORY NOTE

\$250,000.00

Broward, Florida

Dated: March 27, 2015

THIS NOTE is executed in connection with the purchase of that certain real property located at **1646 NE 12th Terrace, Fort Lauderdale, Florida 33305**, more particularly described (hereinafter known as the "Property").

As an inducement for Lender as herein after defined to make the referenced loan, Maker(s) hereby agree and covenant that he/she/they will take possession of the Property and maintain said Property in accordance with the Community Development Block Grant (CDBG) Program (from the U.S. Department of Housing and Urban Development ("HUD")) during the entire term of this loan. Maker(s) acknowledge granting that certain Second Mortgage, the terms of which are hereby expressly incorporated by reference and hereby further covenant to faithfully perform the terms, conditions, and obligations contained within that mortgage document. Maker(s) further acknowledge that this Note is secured by that certain Second Mortgage executed simultaneously herewith in favor of Lender, the terms of which are hereby expressly incorporated by reference, and hereby further covenant to faithfully perform the terms, conditions, and obligations contained within that mortgage document.

FOR VALUE RECEIVED, the undersigned, MORTGAGOR (hereinafter referred to as "Maker(s)"), promise to pay to the order of THE CITY OF FORT LAUDERDALE, a municipality in the State of Florida, or its successors, assigns, and/or beneficiaries (collectively referred to as the "Lender"), at City of Fort Lauderdale, 700 N.W. 19th Avenue, Ft. Lauderdale, FL 33311, or such other place as the Lender hereof may from time to time designate in writing, the principal sum of **\$250,000.00** be paid in lawful money of the United States of America, which shall be legal tender in payment of all debts, public and private, upon the following terms and conditions:

If Maker(s) remain in continuous possession of the Property and administers an eligible CDBG activity on the Property for the entire twenty (20) year term under the terms outlined above, and no default exists under the Second Mortgage, then the entire indebtedness underlying this note shall be forgiven and this obligation shall at the end of the term be of no further force and effect. If the Property is sold or otherwise transferred within this twenty (20) year period, the entire principal plus interest amount under this

MAKERS HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION PROCEEDING OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT. THIS PROVISION IS FOR THE MORTGAGEE/LENDER AND MORTGAGOR/MAKER TO ENTERING INTO THE SUBJECT LOAN TRANSACTION.

MAKER

Grace Community Development Corporation of Florida, Inc., a Florida non-profit corporation

Lucdel Harrigan

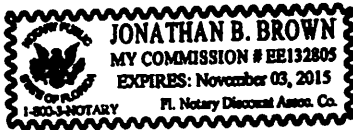
MAKER: Lucdel Harrigan signing as Executive Director / CEO for Grace Community Development Corporation of Florida, Inc.

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27th day of March 2015, by Lucdel Harrigan, as Executive Director / CEO of Grace Community Development Corporation of Florida, Inc., Who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Jonathan B. Brown

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Jonathan Brown

Name of Notary Typed, Printed or Stamped

My Commission Expires: November 3, 2015

EE132805

Commission Number

Approved as to form:

LYNN SOLOMON
Assistant City Attorney

**AMENDMENT TO
CITY OF FORT LAUDERDALE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
PARTICIPATION AGREEMENT (FY 2014 - 2015)**

THIS Amendment is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida,
hereinafter referred to as "City".

and

GRACE COMMUNITY DEVELOPMENT CORPORATION, a non-profit
corporation organized under the laws of Florida whose usual place of business is
1646 NE 12TH TERRACE, FORT LAUDERDALE, FL 33305, hereinafter
referred to as "Participant".

Whereas, the City receives Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD") to undertake particular activities, including the provision of public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; and

WHEREAS, pursuant to CAM Item 14-0775, the City Commission of Fort Lauderdale approved the Participation Agreement dated July 1, 2014 and authorized the City Manager to execute the necessary documents associated with the Annual Action Plan for Fiscal Year 2014-2015; and

Whereas, the parties intend to amend the Agreement to reflect the parties understanding regarding disbursement of proceeds.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

- 1.0 In order to meet a CDBG National Objective, the City will provide funding to acquire the existing structure and rehabilitate the Property located at 1646 N.E. 12th Terrace, Fort Lauderdale, Florida in accordance with Scope of Work attached hereto as Exhibit C .

- 1.1 As a condition to receiving this loan, the Participant will ensure that the acquisition will occur on or before March 31, 2015 and that the Property shall be used continuously for 20 years as an eligible CDBG activity as set forth in the Declaration of Restrictive Covenant.
- 1.2 The amount of the funding shall not exceed \$250,000 and only a portion shall be used to acquire the Property. Participant must provide the balance of the acquisition funds. The City will use a portion of the CDBG funds to complete rehabilitation. The City shall not be obligated to make any disbursement prior to execution by Participant of a Promissory Note, Mortgage, Restrictive Covenant and such other documents as required by the City, and agreement on a final acquisition and rehabilitation budget by all parties.
- 1.3 The Participant shall secure a General Contractor acceptable to the City and shall enter into a Construction Contract with the General Contractor, in form and substance acceptable to the City,
- 1.4 The Recitals are true and correct and are hereby incorporated herein.
- 1.5 Participant represents and warrants that the individual signing this documents on its behalf is authorized and empowered to enter into a binding agreement on behalf of the Participant.

ARTICLE II DEFINITIONS

- 2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as herein otherwise expressly provided:
 - 2.1 "Agreement" means all documents signed and executed as part of this Community Housing Development Organization (CHDO) package.
 - 2.2 "CITY" means the City of Fort Lauderdale.
 - 2.3 Intentionally Omitted.
 - 2.4 "HCD" means the Fort Lauderdale's Housing and Community Development Division.
 - 2.5 "HCD Approval" means the written approval of the HCD Manager or designee.
 - 2.6 "HCD Manager" means the Housing & Community Development Division Manager.
 - 2.7 "HUD" means the United States Department of Housing and Urban Development.

- 2.8 “HUD Rules and / or Regulations” means all existing and new regulations regarding the CDBG Program that HUD may be adopted and implemented.
- 2.9 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI), as defined by the City.
- 2.10 “Participant” means the Grace Community Development Corporation.
- 2.11 “Construction Costs” mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to construct a single family home in accordance with the standards of the City Code, Florida Building Code and all other codes, laws and regulations applicable thereto as authorized by HCD.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.0 The maximum amount of funding payable by the City under this Agreement shall be \$250,000.00.
- 3.1 Provided the Participant complies with all conditions for disbursement The City shall disburse funds under for eligible construction costs on a reimbursement basis. Participant may not request disbursement of funds under this Agreement until the appropriate documentation has been reviewed and verified by HCD for payment of eligible costs. The amount of each request must be limited to the actual amount required to pay for an invoice submitted.
- 3.2 Participant will ensure that any expenditure of CDBG funds will be in compliance with all CDBG requirements.
- 3.3 This Agreement is a conditional contract and subject to the “Removal of Grant Conditions” by HUD. Funds cannot be expended before Request for Release of Funds (RROF) has been approved by HUD.
- 3.4 Participant will undertake an environmental review and will not commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Participant acknowledges that a violation of this provision may result in denial of any funds under this Agreement.
- 3.5 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to withhold payment until adequate documentation has been provided and reviewed.

- 3.6 Carrying Costs shall be the responsibility of the Participant and are not eligible for reimbursement by the City.

ARTICLE IV GRANT ACTIVITIES

- 4.0 Participant shall ensure compliance with all applicable CDBG Program rules.
- 4.1 Participant shall comply with the applicable federal statutes and laws, including, but not limited to:
- Section 3 of the U.S. Housing Act of 1968, as amended
 - Equal Opportunity and related requirements in 24 CFR Section 982.53
 - Section 504 of the Rehabilitation Act of 1973
 - Americans with Disabilities Act of 1990
 - Architectural Barriers Act of 1968
 - Fair Housing Act of 1988
 - National Environmental Protection Act (NEPA)
 - Lead Base Paint Requirement
 - Davis-Bacon Act
 - Compliance with HUD's debarment guidelines
 - 49 CFR 24.5 and Paragraph 2-3 J of Handbook 1378
 - 49 CFR 24.2 (a)(15)(iv)-Initiation of Negotiations
 - 49 CFR 24 Appendix A-24.2(a)(15)(iv)
 - 49 CFR 24.206 – Eviction for Cause
 - 49 CFR 24.101(b)(2)(i) and (ii)
 - 49 CFR 24.101(b)(3)

HUD rules / regulations are subject to change. Once a change is issued, the Participant will be notified in writing by the City. Once notified, the Participant will be responsible for abiding by those rules.

- 4.2 HCD shall review and approve all construction scope of work to assure consistency with HCD's construction standards.

REHABILITATION OF PROPERTY

- 4.3.1 Participant shall work with the selected Contractor and take those actions necessary to assist in obtaining the documents required for permitting.
- 4.3.2 Participant shall be responsible for obtaining all releases from contractors, subcontractors or other lienors.

- 4.3.3 Participant shall insure that the Property shall be rehabilitated in accordance with all applicable local, state and federal laws, ordinances, rules and regulations.
- 4.3.4 Participant shall be responsible for obtaining all final certificates of occupancy.

ARTICLE V RESTRICTIONS ON PROPERTY

- 5.0 A Property purchased by the Participant using CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 5.1 The use of CDBG funds shall require that the property be secured by a Restrictive Covenant, Promissory Note and Mortgage.

ARTICLE VI RESPONSIBILITY FOR PROPERTY

- 6.0 The Participant is responsible for maintaining the Property. The Participant must ensure that the appropriate type and amount of insurance is maintained on the Property. The minimum insurance coverage should equal the amount of total assistance provided by the first mortgage lender and the City to acquire and rehabilitate the property. The cost of having insurance on the Property is the expense of the Participant and is not eligible for reimbursement.

ARTICLE VII SCOPE OF SERVICES

- 7.0 By September 30, 2015, the Participant shall expend the all funds provided in the Participation Agreement and the work described in Exhibit C shall be completed.
- 7.1 In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the HCD Manager may grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
- 7.2 Participant shall be solely responsible for completing the activities as provided in this Agreement, including supervising the General Contractor..

- 7.3 Participant, subject to the terms and conditions herein, shall be solely responsible for executing a Contract, (hereinafter "Construction Contract") between itself and any eligible contractor for performance of necessary construction work that meets all the terms and conditions of the CDBG program regulations.
- 7.4 Participant shall be solely responsible for administering the funds allocated herein in accordance with all applicable HUD regulations, including Uniform Relocation and Acquisition Standards, when applicable. Participant must advise City of any relocation activity and City will ensure compliance with all applicable Uniform Relocation and Acquisition Standards.
- 7.5 Participant shall not award any funds for expenditures made in connection with this Agreement without HCD consent. HCD will ensure that all expenditures conform to the City's housing policies and guidelines as well as to applicable federal regulations and local housing ordinances.
- 7.6 Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Participant shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48.

ARTICLE VIII CERTIFICATIONS

- 8.0 Participant certifies that it shall comply with the following requirements:
- 8.1 Acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.), and the requirements of 24 CFR 92.353.
- 8.2 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.3 Drug-free workplace, identified at 24 CFR 24.
- 8.4 Anti-lobbying, identified at 24 CFR 87.
- 8.5 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.6 Labor standards, identified at 24 CFR 92.354.
- 8.7 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.8 Conflict of Interest, identified at 24 CFR 92.356.

- 8.9 Flood Insurance protection, identified at 44 CFR 59-77.
- 8.10 Lead-based paint, identified at 24 CFR 92.355.
- 8.11 Uniform Administrative Requirements, identified at 24 CFR 92.505.
- 8.12 Project requirements, identified at 24 CFR 92.
- 8.13 The 2013 HOME Final Rule
- 8.14 The 2012 / 2013 Appropriations Acts

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County or City.

ARTICLE IX MONITORING AND RECORD KEEPING

- 9.0 Participant will provide a written report to the City on programmatic and financial status following the execution of this Agreement by October 15th (annually). The records shall be available for inspection by the City or HUD representatives during all normal business hours.
- 9.1 Participant shall comply with the applicable policies, guidelines, and requirements of OMB Circular Nos. A-87, A-102, and A-122 relative to the acceptance and use of CDBG grant amounts by the Participant and any sub-recipients, as required by HUD rules.
- 9.2 Participant shall ensure that all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement and the administration of the program under the regulations are preserved and made available as required by HUD rules.
- 9.3 Audits must be conducted in accordance with 24 CFR 85 and OMB Circular A-133.
- 9.4 **PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Participant is required to comply with F.S. 119.0701, which includes the following:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.


- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE



MIRANDA SCOTT
[Witness print name]

By 

LEE R. FELDMAN, City Manager

By: _____
JONATHAN BROWN, HOUSING
AND COMMUNITY DEVELOPMENT
MANAGER

PARTICIPANT

GRACE COMMUNITY DEVELOPMENT CORPORATION, a Florida non-profit corporation

WITNESSES :

[Signature]
LARA MALDONADO
[Witness print name]

[Signature]
MARIO DESANTIS
[Witness print name]

By [Signature]
Lucdel Harrigan, Executive Director / CEO

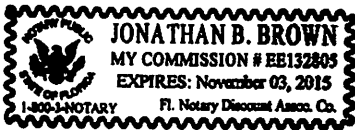
Attest:
[Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1st day of April 2015 by Lucdel Harrigan and _____ as Executive Director / CEO and Secretary, respectively of Grace Community Development Corporation, a Florida non-profit corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida (Signature)

Jonathan Brown
Name of Notary Typed, Printed or Stamped

Commission Number: EE132803
My Commission Expires: November 3, 2015

My Commission Expires: November 3, 2015
Commission Number: _____

Approved as to form:
[Signature]
LYNN SOLOMON
Assistant City Attorney

Exhibit C

REHABILITATION SCOPE OF WORK (with Estimated Costs)

Project Address: 1646 NE 12th Terrace, Fort Lauderdale, FL

Site 1: 5,943 S.F. Building: 5,088 S.F. (existing warehouse built 1955)

Site 2: 11,946 S.F. Lot Vacant

EXISTING ONE STORY COMMERCIAL (CBS)

- Procure a licensed Florida Architect to design new floor plan/layout for new offices, bathrooms and multi-purpose rooms
- Provide Electrical plan
- Reflective ceiling plan
- HVAC plan with all required Energy code,
- Manual J calculations
- Plumbing plan
- Standard section details
- Schedules and proper notes
- Design site plan to include new parking layout and refuse enclosure layout, site landscape, site Irrigation plan, site lighting and site drainage plan with all required notes, details and all required calculations.

Note: Property is located in new Flood Zone (AH /NAVD 88 Elevation 5). A new flood Elevation Certificate will be required.

BRINGING BUILDING / SITE UP TO CURRENT CODE WILL REQUIRE:

- ADA ramps and stripped walks from parking lot to point of entry
- Exterior wall repairs, including closing up the air conditioning unit thru wall opening
- Exterior patch, caulk and painting
- New impact resistant exterior swing door, windows and three (3) new overhead doors
- New building signage if required
- New canvas canopy at entrance door for protection from rain and aesthetics
- Existing built up flat roof is 11 years old in good condition – *clean and seal it to extend life*
- New gated refuse enclosure
- New trees, shrubs, ground cover and sod, as required
- New site lighting, wall mounted fixtures and light poles
- New concrete or asphalt for parking lot /concrete curbs, French drains, catch basins etc.

INTERIOR WORK REQUIRED:

- New offices / multi-purpose rooms (*size to be determined by owner*)
- New drywall on metal stud partitions with 2' x 4' acoustical lay-in ceiling
- Protect beams and columns with fire rated drywall and new fire walls
- New interior swing doors and levered lock sets
- New carpet or ceramic floor tile and new baseboard, as needed
- New ADA compliant men's and women's restrooms
- New receptacles and general lighting
- New Emergency lights, strobe lights, fire pull stations, etc.
- New fire sprinkler system

CITY REHABILITATION COST ESTIMATE:

This estimate was prepared by the City, but the Participant should have their own inspector review the property and submit final costs. We estimate the cost needed to bring this structure / site up to current building code will be: +/- **\$250,000.00**

Prepared by:
CITY OF FORT LAUDERDALE
700 N.W. 19th Avenue
FORT LAUDERDALE, FL 33311

7-1-14
PH-1
14-0775

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
PROMISSORY NOTE

\$250,000.00

Broward, Florida

Dated: March 27, 2015

THIS NOTE is executed in connection with the purchase of that certain real property located at **1646 NE 12th Terrace, Fort Lauderdale, Florida 33305**, more particularly described (hereinafter known as the "Property").

As an inducement for Lender as herein after defined to make the referenced loan, Maker(s) hereby agree and covenant that he/she/they will take possession of the Property and maintain said Property in accordance with the Community Development Block Grant (CDBG) Program (from the U.S. Department of Housing and Urban Development ("HUD")) during the entire term of this loan. Maker(s) acknowledge granting that certain Second Mortgage, the terms of which are hereby expressly incorporated by reference and hereby further covenant to faithfully perform the terms, conditions, and obligations contained within that mortgage document. Maker(s) further acknowledge that this Note is secured by that certain Second Mortgage executed simultaneously herewith in favor of Lender, the terms of which are hereby expressly incorporated by reference, and hereby further covenant to faithfully perform the terms, conditions, and obligations contained within that mortgage document.

FOR VALUE RECEIVED, the undersigned, MORTGAGOR (hereinafter referred to as "Maker(s)"), promise to pay to the order of THE CITY OF FORT LAUDERDALE, a municipality in the State of Florida, or its successors, assigns, and/or beneficiaries (collectively referred to as the "Lender"), at City of Fort Lauderdale, 700 N.W. 19th Avenue, Ft. Lauderdale, FL 33311, or such other place as the Lender hereof may from time to time designate in writing, the principal sum of \$250,000.00 be paid in lawful money of the United States of America, which shall be legal tender in payment of all debts, public and private, upon the following terms and conditions:

If Maker(s) remain in continuous possession of the Property and administers an eligible CDBG activity on the Property for the entire twenty (20) year term under the terms outlined above, and no default exists under the Second Mortgage, then the entire indebtedness underlying this note shall be forgiven and this obligation shall at the end of the term be of no further force and effect. If the Property is sold or otherwise transferred within this twenty (20) year period, the entire principal plus interest amount under this

Note shall *be* accelerated and immediately due and owing to Lender at the time of the sale or transfer. If Maker(s) refinance for cash equity purposes, the principal amount shall immediately be due and owing at the time of closing on the refinancing.

It is hereby agreed that in the event a default be made in the performance or compliance with any of the covenants and conditions of any security agreement now or hereafter in effect securing payment of this Note; or upon any default in the payment of any sum due by Maker(s) to Lender under any other promissory note, security instrument or other written obligation of any kind now existing or hereafter created; or upon the insolvency, bankruptcy or dissolution of the Maker(s) hereof; then, in any and all such events, the entire amount of principal of this Note with all interest then accrued, shall, at the option of the holder of this Note and without notice (the Makers(s) expressly waive notice of such default), become due and collectible, time being of the essence in the performance of such obligations under this Note.

Should Maker(s) cease to use the Property for eligible Community Development Block Grant (CDBG) activities, including the provision of public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; or should a default occur under the First or Second Mortgage, or any other instrument encumbering the property, or this Note and should same continue uncured for a period of thirty (30) days, then the entire amount loaned shall, at the option of the Lender, become immediately due and payable with interest. If this Note shall not be paid according to the tenor thereof and strictly as above provided, it may be placed in the hands of any attorney at law for collection, and in that event, each party liable for the payment thereof, as Maker (s), endorser(s), or otherwise, hereby agrees to pay the holder hereof, in addition to the sums above stated, a reasonable sum as an attorney's and paralegal fee, which shall include attorney's and paralegal fees at the trial level and on appeal, together with all reasonable costs incurred. After maturity or default, this Note together with any and all advancements or costs incurred hereunder shall bear interest at the highest rate permitted under applicable law.

Should it be determined by the Lender that the Maker(s) have fraudulently induced Lender to make this loan or any of Maker(s)' representations in connection herewith are found to be materially inaccurate, or Maker(s) are later found to have been ineligible at the time of approval for or closing under the Lender's CDBG Program under which these funds are advanced, then the entire principal amount shall become immediately due and payable.

Nothing herein contained, nor in any instrument or transaction related hereto, shall be construed or so operates as to require the Maker(s), or any person liable for the payment of the loan made pursuant to this Note, to pay interest in an amount or at rate greater than the highest rate permissible under applicable law. Any parties liable for the payment of the loan made pursuant to this Note, it being the intent of the parties hereto that under no circumstances shall the Maker(s), or any parties liable for the payment hereunder, be required to pay interest in excess of the highest rate permissible under applicable law.

The Note is to be construed according to the applicable laws of the State of Florida and the United States of America and venue shall be in Broward County, Florida.

MAKERS HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION PROCEEDING OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT. THIS PROVISION IS FOR THE MORTGAGEE/LENDER AND MORTGAGOR/MAKER TO ENTERING INTO THE SUBJECT LOAN TRANSACTION.

MAKER

Grace Community Development Corporation of Florida, Inc., a Florida non-profit corporation

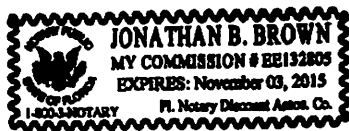
Lucdel Harrigan

MAKER: Lucdel Harrigan signing as Executive Director / CEO for Grace Community Development Corporation of Florida, Inc.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27th day of March 2015, by Lucdel Harrigan, as Executive Director / CEO of Grace Community Development Corporation of Florida, Inc., Who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



J. Brown

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Jonathan Brown

Name of Notary Typed, Printed or Stamped

My Commission Expires: November 3, 2015

EE132805

Commission Number

Approved as to form:

[Signature]
LYNN SOLOMON
Assistant City Attorney

**AMENDMENT TO
CITY OF FORT LAUDERDALE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
PARTICIPATION AGREEMENT (FY 2014 - 2015)**

THIS Amendment is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City".

and

GRACE COMMUNITY DEVELOPMENT CORPORATION, a non-profit corporation organized under the laws of Florida whose usual place of business is 1646 NE 12TH TERRACE, FORT LAUDERDALE, FL 33305, hereinafter referred to as "Participant".

Whereas, the City receives Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD") to undertake particular activities, including the provision of public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; and

WHEREAS, pursuant to CAM Item 14-0775, the City Commission of Fort Lauderdale approved the Participation Agreement dated July 1, 2014 and authorized the City Manager to execute the necessary documents associated with the Annual Action Plan for Fiscal Year 2014-2015; and

Whereas, the parties intend to amend the Agreement to reflect the parties understanding regarding disbursement of proceeds.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

- 1.0 In order to meet a CDBG National Objective, the City will provide funding to acquire the existing structure and rehabilitate the Property located at 1646 N.E. 12th Terrace, Fort Lauderdale, Florida in accordance with Scope of Work attached hereto as Exhibit C .

- 1.1 As a condition to receiving this loan, the Participant will ensure that the acquisition will occur on or before March 31, 2015 and that the Property shall be used continuously for 20 years as an eligible CDBG activity as set forth in the Declaration of Restrictive Covenant.
- 1.2 The amount of the funding shall not exceed \$250,000 and only a portion shall be used to acquire the Property. Participant must provide the balance of the acquisition funds. The City will use a portion of the CDBG funds to complete rehabilitation. The City shall not be obligated to make any disbursement prior to execution by Participant of a Promissory Note, Mortgage, Restrictive Covenant and such other documents as required by the City, and agreement on a final acquisition and rehabilitation budget by all parties.
- 1.3 The Participant shall secure a General Contractor acceptable to the City and shall enter into a Construction Contract with the General Contractor, in form and substance acceptable to the City,
- 1.4 The Recitals are true and correct and are hereby incorporated herein.
- 1.5 Participant represents and warrants that the individual signing this documents on its behalf is authorized and empowered to enter into a binding agreement on behalf of the Participant.

ARTICLE II DEFINITIONS

- 2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as herein otherwise expressly provided:
 - 2.1. "Agreement" means all documents signed and executed as part of this Community Housing Development Organization (CHDO) package.
 - 2.2. "CITY" means the City of Fort Lauderdale.
 - 2.3 Intentionally Omitted.
 - 2.4 "HCD" means the Fort Lauderdale's Housing and Community Development Division.
 - 2.5 "HCD Approval" means the written approval of the HCD Manager or designee.
 - 2.6 "HCD Manager" means the Housing & Community Development Division Manager.
 - 2.7 "HUD" means the United States Department of Housing and Urban Development.

- 2.8 "HUD Rules and / or Regulations" means all existing and new regulations regarding the CDBG Program that HUD may be adopted and implemented.
- 2.9 "Low Income" or "LI" means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI), as defined by the City.
- 2.10 "Participant" means the Grace Community Development Corporation.
- 2.11 "Construction Costs" mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to construct a single family home in accordance with the standards of the City Code, Florida Building Code and all other codes, laws and regulations applicable thereto as authorized by HCD.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.0 The maximum amount of funding payable by the City under this Agreement shall be \$250,000.00.
- 3.1 Provided the Participant complies with all conditions for disbursement The City shall disburse funds under for eligible construction costs on a reimbursement basis. Participant may not request disbursement of funds under this Agreement until the appropriate documentation has been reviewed and verified by HCD for payment of eligible costs. The amount of each request must be limited to the actual amount required to pay for an invoice submitted.
- 3.2 Participant will ensure that any expenditure of CDBG funds will be in compliance with all CDBG requirements.
- 3.3 This Agreement is a conditional contract and subject to the "Removal of Grant Conditions" by HUD. Funds cannot be expended before Request for Release of Funds (RROF) has been approved by HUD.
- 3.4 Participant will undertake an environmental review and will not commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Participant acknowledges that a violation of this provision may result in denial of any funds under this Agreement.
- 3.5 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to withhold payment until adequate documentation has been provided and reviewed.

- 3.6 Carrying Costs shall be the responsibility of the Participant and are not eligible for reimbursement by the City.

ARTICLE IV GRANT ACTIVITIES

- 4.0 Participant shall ensure compliance with all applicable CDBG Program rules.
- 4.1 Participant shall comply with the applicable federal statutes and laws, including, but not limited to:
- Section 3 of the U.S. Housing Act of 1968, as amended
 - Equal Opportunity and related requirements in 24 CFR Section 982.53
 - Section 504 of the Rehabilitation Act of 1973
 - Americans with Disabilities Act of 1990
 - Architectural Barriers Act of 1968
 - Fair Housing Act of 1988
 - National Environmental Protection Act (NEPA)
 - Lead Base Paint Requirement
 - Davis-Bacon Act
 - Compliance with HUD's debarment guidelines
 - 49 CFR 24.5 and Paragraph 2-3 J of Handbook 1378
 - 49 CFR 24.2 (a)(15)(iv)-Initiation of Negotiations
 - 49 CFR 24 Appendix A-24.2(a)(15)(iv)
 - 49 CFR 24.206 – Eviction for Cause
 - 49 CFR 24.101(b)(2)(i) and (ii)
 - 49 CFR 24.101(b)(3)

HUD rules / regulations are subject to change. Once a change is issued, the Participant will be notified in writing by the City. Once notified, the Participant will be responsible for abiding by those rules.

- 4.2 HCD shall review and approve all construction scope of work to assure consistency with HCD's construction standards.

REHABILITATION OF PROPERTY

- 4.3.1 Participant shall work with the selected Contractor and take those actions necessary to assist in obtaining the documents required for permitting.
- 4.3.2 Participant shall be responsible for obtaining all releases from contractors, subcontractors or other lienors.

4.3.3 Participant shall insure that the Property shall be rehabilitated in accordance with all applicable local, state and federal laws, ordinances, rules and regulations.

4.3.4 Participant shall be responsible for obtaining all final certificates of occupancy.

ARTICLE V RESTRICTIONS ON PROPERTY

5.0 A Property purchased by the Participant using CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

5.1 The use of CDBG funds shall require that the property be secured by a Restrictive Covenant, Promissory Note and Mortgage.

ARTICLE VI RESPONSIBILITY FOR PROPERTY

6.0 The Participant is responsible for maintaining the Property. The Participant must ensure that the appropriate type and amount of insurance is maintained on the Property. The minimum insurance coverage should equal the amount of total assistance provided by the first mortgage lender and the City to acquire and rehabilitate the property. The cost of having insurance on the Property is the expense of the Participant and is not eligible for reimbursement.

ARTICLE VII SCOPE OF SERVICES

7.0 By September 30, 2015, the Participant shall expend the all funds provided in the Participation Agreement and the work described in Exhibit C shall be completed.

7.1 In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the HCD Manager may grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

7.2 Participant shall be solely responsible for completing the activities as provided in this Agreement, including supervising the General Contractor..

- 7.3 Participant, subject to the terms and conditions herein, shall be solely responsible for executing a Contract, (hereinafter "Construction Contract") between itself and any eligible contractor for performance of necessary construction work that meets all the terms and conditions of the CDBG program regulations.
- 7.4 Participant shall be solely responsible for administering the funds allocated herein in accordance with all applicable HUD regulations, including Uniform Relocation and Acquisition Standards, when applicable. Participant must advise City of any relocation activity and City will ensure compliance with all applicable Uniform Relocation and Acquisition Standards.
- 7.5 Participant shall not award any funds for expenditures made in connection with this Agreement without HCD consent. HCD will ensure that all expenditures conform to the City's housing policies and guidelines as well as to applicable federal regulations and local housing ordinances.
- 7.6 Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Participant shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48.

ARTICLE VIII CERTIFICATIONS

- 8.0 Participant certifies that it shall comply with the following requirements:
- 8.1 Acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.), and the requirements of 24 CFR 92.353.
- 8.2 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.3 Drug-free workplace, identified at 24 CFR 24.
- 8.4 Anti-lobbying, identified at 24 CFR 87.
- 8.5 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.6 Labor standards, identified at 24 CFR 92.354.
- 8.7 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.8 Conflict of Interest, identified at 24 CFR 92.356.

- 8.9 Flood Insurance protection, identified at 44 CFR 59-77.
- 8.10 Lead-based paint, identified at 24 CFR 92.355.
- 8.11 Uniform Administrative Requirements, identified at 24 CFR 92.505.
- 8.12 Project requirements, identified at 24 CFR 92.
- 8.13 The 2013 HOME Final Rule
- 8.14 The 2012 / 2013 Appropriations Acts

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County or City.

ARTICLE IX MONITORING AND RECORD KEEPING

- 9.0 Participant will provide a written report to the City on programmatic and financial status following the execution of this Agreement by October 15th (annually). The records shall be available for inspection by the City or HUD representatives during all normal business hours.
- 9.1 Participant shall comply with the applicable policies, guidelines, and requirements of OMB Circular Nos. A-87, A-102, and A-122 relative to the acceptance and use of CDBG grant amounts by the Participant and any sub-recipients, as required by HUD rules.
- 9.2 Participant shall ensure that all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement and the administration of the program under the regulations are preserved and made available as required by HUD rules.
- 9.3 Audits must be conducted in accordance with 24 CFR 85 and OMB Circular A-133.
- 9.4 **PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Participant is required to comply with F.S. 119.0701, which includes the following:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- (d) **Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.**

**ARTICLE X
TERMINATION OF AGREEMENT**

- 10.0 In the event funds to finance the Property become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.
- 10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.
- 10.2 Termination shall be upon no less than twenty-four hour notice, in writing, delivered by certified mail, or in person.
- 10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 10.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

City

Lee R. Feldman
City Manager

As to the City:

City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33302

Participant

Lucdel Harrigan
Executive Director / CEO

As to the Participant:

Grace Community Development
Corporation
1400 NW 14th Court
Fort Lauderdale, FL 33311

**ARTICLE XI
INDEMNIFICATION CLAUSE**

11. Participant shall indemnify and save harmless and defend City, its agents, servants and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Participant, its agents, servants or employees in the performance of services under this Agreement.

**ARTICLE XII
AMENDMENT**

12. The parties reserve the right to modify, by mutual consent, terms and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing and executed by authorized officials of the City and Participant. Unless modified herein, all other terms and conditions of the Participation Agreement remain in full force and effect.

**ARTICLE XIII
VENUE**

13. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise here from.

**ARTICLE XIV
WAIVER OF JURY TRIAL**

14. In the event of litigation, both parties waive the right to a trial by jury.


[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE



MIRANDA SCOTT
[Witness print name]

By 

LEE R. FELDMAN, City Manager

By: _____
JONATHAN BROWN, HOUSING
AND COMMUNITY DEVELOPMENT
MANAGER

PARTICIPANT

GRACE COMMUNITY DEVELOPMENT CORPORATION, a Florida non-profit corporation

WITNESSES :

[Signature]
LARA MALDONADO
[Witness print name]

[Signature]
MARIO DESANTIS
[Witness print name]

By [Signature]
Lucdel Harrigan, Executive Director / CEO

Attest:

[Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1st day of April 2015 by Lucdel Harrigan and _____ as Executive Director / CEO and Secretary, respectively of Grace Community Development Corporation, a Florida non-profit corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

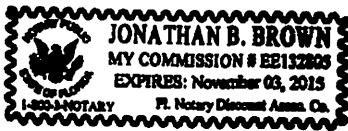
(NOTARY SEAL)

[Signature]
Notary Public, State of Florida (Signature)

Jonathan Brown
Name of Notary Typed, Printed or Stamped

Commission Number: EE132805
My Commission Expires: November 3 2015

My Commission Expires. November 3 2015
Commission Number: _____



Approved as to form:

[Signature]
LYNN SOLOMON
Assistant City Attorney

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration" is made this 7 day of APRIL, 2015, by Grace Community Development Corporation of Florida, Inc., a Florida not for profit corporation ("PARTICIPANT");

WHEREAS, the City receives Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD") to undertake particular activities, including the provision of acquisition, rehabilitation and public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; and

WHEREAS the CITY has accepted upon certain terms and conditions Community Development Block Grant Program ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD") to provide eligible CDBG activities (*including but not limited to child and family assistance programs*) for eligible residents of the City of Fort Lauderdale; and

WHEREAS, PARTICIPANT has entered into an Agreement with the City of Fort Lauderdale ("City"), with an effective date of October 1, 2014 ("Agreement"); and

WHEREAS the City approved funding for this activity in its Annual Action Plan on July 1, 2014 (CAM # 14-0775) and submitted it to HUD; and

NOW, THEREFORE, in accordance with and in consideration of the foregoing, PARTICIPANT declares that the Property described herein shall be held and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth:

1. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.
2. Grace Community Development Corporation of Florida, Inc. hereby represents it is the Owner of the subject property, legally described as follows:

The South 150.7 feet of the North 342.7 feet of Block 2, WAYSIDE PARK, according to the Plat thereof, as recorded in Plat Book 14, at Page 54, of the Public Records of BROWARD County, Florida.

a.k.a

The South 100.7 feet of the North 342.7 feet and The South 50 feet of the North 242 feet of Block 2, WAYSIDE PARK, according to the Plat thereof, as recorded in Plat Book 14, at Page 54, of the Public Records of BROWARD County, Florida.

**Street Address: 1646 NE 12th Terrace
Fort Lauderdale, Florida 33305**

3. The restrictions contained herein shall apply for a period of twenty (20) years from the date this document is recorded ("the period of affordability"). This period of affordability will continue for the stated number of years regardless of any resale, transfer or vacancy of the Property.
4. **Term and Use of Property.** The Property shall be continuously used by Participant for a period of twenty (20) years from the date of conveyance to Participant ("Term") for the administration of an eligible CDBG activity.
5. During the term of this Declaration, Participant shall not sell, lease, convey or encumber the Property without the express written consent of the City which consent may be withheld in the discretion of the City.
6. During the term of this Declaration, Participant shall not engage in any other financing or other transaction which results in the creation of an additional mortgage lien upon the property without first obtaining written consent from the City.
7. These covenants shall remain in effect until amended with written consent of the City of Fort Lauderdale, or for the period of the restrictive covenant.
8. The CITY OF FORT LAUDERDALE, its successors and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.
9. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. The CITY shall be entitled to enforce the obligations set forth in this declaration by an action in law or equity. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
10. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
11. The CITY, at the request of PARTICIPANT or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon expiration of the twenty year period, provided it has provided CDBG eligible activities on the Property continuously for twenty years.
12. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
13. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation and the rights and obligations

hereunder shall be binding upon the Owner and its successors in interest.

14. In the event the participant sells this property, then the City shall be entitled to receive from the proceeds of the sale or finance any funds advanced by the City to acquire the property.
17. The Participant hereby grants the City retains a reversionary interest in the Property for the Term of the Declaration.
18. In the event the City elects to exercise its reversionary interests herein and provide notice thereof to Participant, City shall have first right of refusal to acquire the Property and the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate (*with the exception of the that of the first mortgage lender*) and the Property shall become the property of the City, free and clear of any and all claims, rights, liens or encumbrances.
19. The Participant shall permit reasonable inspections of the Property at reasonable times by the City or its agents for the purpose of determining compliance with the terms of this Declaration and the terms of the Participation Agreement.
20. Participant shall comply with the terms and conditions of the Participation Agreement with respect to the use of the Property.
21. In the event of a breach or default by the Participant in the performance of any obligations under this Declaration, the City shall provide written notice thereof to the Participant, and
 - (a) If such event of default shall not be cured by the Participant within thirty (30) days after receipt of the written notice from the City specifying in reasonable detail the event of default by the Participant, or
 - (b) If such event of default is of such nature that it cannot be completely cured within such time period, then if the Participant shall not have commenced to cure such default within 30 days after receiving notice from the City and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary

Then the City, for such events of default or breach may pursue any and all legal remedies or equitable remedies, including enforcement of its reversionary interest in accordance with the provisions of the Declaration.

21.1 In the event Participant commences to cure a default but finds that the default is of such a nature that it cannot be completely cured within time provided in subsection 21(b) above and Participant intends to continue to diligently prosecute such cure to completion, then Participant shall be obligated to provide notice to City as to the time frame reasonably needed to cure such default, which such time frame shall be conclusive as between the parties, unless City disputes such time frame, in which event the City Commission shall determine the time frame that is reasonably needed to cure such default.

21.2 If Participant has failed to complete the cure by the end of the time frame designated as the reasonable additional time needed to cure as set forth in this Section 21, then City shall be permitted to pursue any and all legal or equitable remedies to which it is entitled, including enforcement of its reversionary interest.

22. Participant hereby agrees to execute and deliver to City such instrument or instruments as shall be required by City as will properly evidence termination of Participant's rights hereunder or its interest therein when Participant receives notice of the City's exercise of its reversionary rights herein.

22.1 In the event the City elects to exercise its reversionary interests herein and provide notice thereof to Participant, City shall have the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate and the Property shall be and become the property of the City free and clear of any and all claims, rights, liens or encumbrances by, through or under the Participant, and that such title and all rights and interests of the Participant, and any assigns or successors in interest to and in the Property, shall revert to the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the ____ day of _____ 2015.

WITNESSES:

PARTICIPANT

Grace Community Development Corporation of Florida, Inc., a Florida non-profit corporation

[Signature]

By [Signature]
Lucdel Harrigan, Executive Director / CEO

Laura Maldonado
[Witness print name]

[Signature]

MARIO DeSantis
[Witness print name]

ATTEST:

(CORPORATE SEAL)

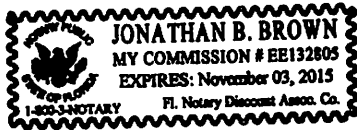
[Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27th day of March 2015, by Lucdel Harrigan, as Executive Director / CEO of Grace Community Development Corporation of Florida, Inc., Who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)



Jonathan Brown
Name of Notary Typed, Printed or Stamped

My Commission Expires: November 3, 2015

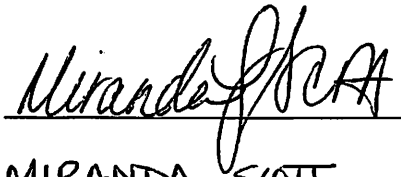
EE132805
Commission Number

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE



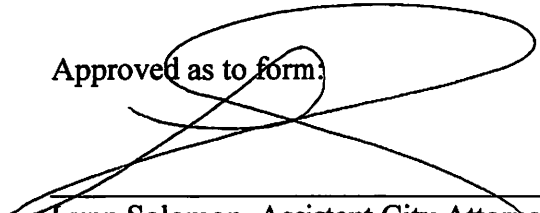
MIRANDA SCOTT
[Witness print name]

By 
LEE R. FELDMAN, City Manager

ATTEST:

(CORPORATE SEAL)


JONDA K. JOSEPH, City Clerk

Approved as to form:

Lynn Solomon, Assistant City Attorney