

**CITY OF FORT LAUDERDALE
REHABILITATION/REPLACEMENT HOUSING PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this 27 day of August, 2024
by and between:

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

and

Pauline A. Harvey, a single woman, for an enhanced life estate and
Camille S. White, a single woman, for the remainder interest, hereinafter
referred to as "Property Owner(s)" and/or "Participant(s)"

WHEREAS, the City Commission of City, at its meeting of August 16, 2022, approved
CAM# 22-0624, which includes the 2022-2023 State Housing Initiatives Partnership (SHIP)
program funds and policies and guidelines for the City of Fort Lauderdale Substantial
Rehabilitation/Replacement Program; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained
herein, and other good and valuable consideration, the receipt and adequacy of which are
acknowledged, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish the requirements for the
City to loan money to Property Owner(s) for the purpose of owner-occupied substantial
rehabilitation/replacement construction of a house on Property Owner(s)'s property. The
construction loan financing and this Agreement are subject to compliance with the existing City
of Fort Lauderdale Housing Program Policy and Guidelines ("Program").

2. **SCOPE.** The loan proceeds obtained in conjunction with this Agreement shall be
used solely in connection with the rehabilitation, replacement, construction, and related soft costs
for the house on Property Owner(s)'s property ("Project") having the address of:

**913 Pennsylvania Avenue
Fort Lauderdale, Florida 33312**

Legally described as:

Lot 9, Block 6, MELROSE PARK SEC. 5, according to the map or plat thereof as
recorded in Plat Book 35, Page 49, Public Records of Dade County, Florida said lands
now lying, being and situate in Broward County, Florida. ("Property").

3. **FORM OF ASSISTANCE.** The amount of the loan shall not exceed Sixty Thousand
Dollars and Zero Cents (**\$60,000.00**). Upon execution of this Participation Agreement, the
Program maximum amount of the loan shall be earmarked and set aside for the Property Owner(s)
to be used solely for the Property Owner(s)'s Project. The monies provided shall be withdrawn

and used on behalf of the Property Owner(s) by City solely to pay for the Project costs. Payments shall be made in accordance with the procedures provided in the form Contractor Agreement and Construction Contract Addendum used by and on file with the City's administrator of the Program ("Construction Contract").

Participant(s) shall execute a promissory note in the full amount of the loan as provided in this Paragraph 3 that will be secured by the mortgage as provided in paragraph 6 of this Agreement, recorded in the public records of Broward County in the maximum amount of the loan provided in this Paragraph.

This Agreement may be modified by the parties during construction to increase the loan to cover additional costs of construction if additional funds become available. Upon completion of the Project, or if this Agreement is terminated for any reason prior to completion of the Project and funds remain in Property Owner(s)'s Project account that are unencumbered, a modification of the mortgage reducing the amount secured by the Mortgage will be executed by the City and recorded in the public records of Broward County.

Upon execution of this Agreement, Participant(s) agrees to execute the note in the full amount of the loan as provided in this Paragraph covering all Project costs to be incurred in order to secure and implement the Construction Contract and the mortgage securing the maximum loan amount, which Mortgage will be recorded in the public records of Broward County and constitute a lien against the Property.

(a) Interest Rate. The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 7.

(b) Term of Repayment. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Property Owner(s), for a fifteen (15) year period. The fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable, evidencing the house may be occupied by Participant(s). Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the Property during the fifteen (15) year period. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied, and the Property Owner(s) shall be issued a Satisfaction of Mortgage. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sales proceeds.

4. OCCUPANCY. Property Owner(s) must provide annual certification to the City which confirms that the Property is the principal residence of Property Owner(s).

5. INSPECTION. Property Owner(s) shall permit reasonable inspection of the Property by inspectors of the City or its agents, to determine compliance with all applicable governmental regulations.

6. SECURITY. City shall secure the loan for this Agreement with a Mortgage on the Property.

7. DEFAULT. The Property Owner(s) acknowledges and understands that the provisions as specified below constitute events of default under this Agreement:

(a) Nonperformance by Property Owner(s) of any covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith, or hereinafter made by the Property Owner(s) with the City in connection with this Program, after the Property Owner(s) has been given due notice by the City of such nonperformance.

(b) Failure of the Property Owner(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property.

(c) The City's discovery of Property Owner(s)'s failure in the Application to the City to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter into this Agreement, or any other agreements entered into by the City with Property Owner(s) (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Property Owner(s)), or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner(s).

(d) Property Owner(s)'s non-residential use, or disposition of the Property without the prior written consent of the City;

(e) Property Owner(s)'s failure to maintain the Property in a standard, habitable condition;

(f) Property Owner(s) acquiring additional indebtedness upon the Property without the specific written consent by the City; and/or

(g) The transfer of the Property to another, other than Property Owner(s)'s legal heirs.

In the event of default, the entire sum due is payable immediately and interest may be charged at the maximum rate allowed by law. Participant(s) acknowledges that if the Project is terminated before completion, either voluntarily or otherwise, it will constitute an ineligible activity and any funds invested in the Project must be repaid by the Property Owner(s) to the City.

8. CLOSING. The closing on this loan property shall occur within thirty (30) days after the date of execution of this Agreement. The closing shall be conducted at the City of Fort Lauderdale, Housing and Community Development Division, 914 Sistrunk Boulevard, Suite 103, Fort Lauderdale, Florida, 33311 or such other place as may be selected and designated by the City.

9. ADMINISTRATION. As an administrative function, the City shall serve in the capacity of an escrow agent for Property Owner(s) in the event that the Property Owner(s) selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for this Program, or for contract items or additional work which are at the sole cost of, and payment by the Property Owner(s). In such case, the deposit from the Property Owner(s) shall be provided to the City at the closing on the loan for the additional funds or the cost differential plus contingency reserve necessary to fully fund the work being undertaken in

connection with this Agreement. Any escrowed funds shall be promptly deposited by the City and the Property Owner(s) shall not be entitled to receipt of any interest on any such required sum deposited and held in escrow. The City shall return to the Property Owner(s) any unused portion of the contingency reserve within ten (10) working days from the date of completion and acceptance of the work, which shall be the date of the Certificate of Completion for the Project.

10. ASSUMPTION. This Agreement may be assumed only by the legal heirs of Property Owner(s), under the same terms and conditions of the original Agreement. Assumption is only valid after written notice is given to the City and only after execution of such assumption documents as deemed necessary by the City.

11. DISBURSEMENTS. Charges incurred in connection with closing the loan made pursuant to this Agreement shall be paid directly to the charging party, and the Property Owner(s) shall receive a written record of these charges on the disclosure statement provided at the closing.

Disbursements for hard costs to the General Contractor shall be made payable both to the General Contractor, requiring the Property Owner(s)'s signature in countersigning and releasing the check for payment(s) to the General Contractor. The Property Owner(s) shall not unreasonably withhold approval of any partial or final payments to General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.

12. CONDITIONS PRECEDENT. The City's administrative obligations under this Agreement to disburse funds shall be conditioned upon, and no portion of any of the loan proceeds shall be disbursed until, the Property Owner(s) delivering the following documents to the City:

Copies of insurance policies or certificates of insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the maximum loan amount specified in Paragraph 3 for the Property plus the remaining principal balance of any existing mortgages, unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policies shall be issued by a company, or companies of such financial responsibility acceptable to the City, and the policies shall be endorsed to reflect the City's legal interest in the Property. In the event any sum of money becomes payable under such policy or policies, City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction of the Property Owner(s)'s similar obligation to superior mortgages, if any, or else the City may permit the Property Owner(s) to receive and use the same or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Agreement and the Mortgage. Policies issued pursuant to this Paragraph of the Agreement shall initially be for at least a one (1) year term for Standard Fire and Extended Coverage Insurance and for Flood Insurance, which shall be prepaid in full upon the closing of this loan as a condition precedent to the disbursement of any loan proceeds; said insurance coverage shall be maintained by the Property Owner(s) in full force and effect during the term of this Agreement.

13. INSURANCE. The City shall obtain a title search report in form and substance acceptable to the City. Such report shall reflect the status of title and identify all encumbrances, restrictions covenants and conditions. Any title defects or other adverse matters must be cleared prior to disbursement satisfactory to the City in its sole discretion.

14. TERMINATION. This Agreement may be terminated by the Property Owner(s) by providing written notice to the City within three (3) business days from the date of closing.

15. COMMUNICATIONS. Any and all communications arising under this Agreement shall be transmitted as follows:

(a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.

(b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and return receipt requested or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY:
City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida, 33301

AS TO THE PROPERTY OWNER(S):

Pauline A Harvey
Camile S. White
913 Pennsylvania Avenue
Fort Lauderdale, Florida 33312

(c) Any such notices shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same has been deposited in the mail.

16. SEVERABILITY. If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of the Agreement shall not be affected thereby.

17. INTEGRATION. This Agreement and all exhibits attached hereto, specifically referenced within, shall constitute the entire agreement between City and Participant(s); no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

18. GOVERNING LAWS. 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 out of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

Donna Varisco

By: [Signature]

Donna Varisco

Susan Grant, Acting City Manager

Witness Name – Printed or Typed

APPROVED AS TO FORM AND CORRECTNESS.

Thomas J. Ansbro City Attorney

Ashley H. Dixon

By: [Signature]

Ashley K. Dixon

Lynn Solomon, Assistant City Attorney

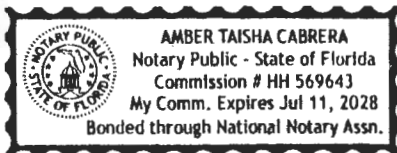
Witness Name – Printed or Typed

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August, 2024, by Susan Grant as Acting City Manager for the City of Fort Lauderdale, a municipal corporation of the State of Florida.

[Signature]
Signature of Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known Y OR Produced Identification _____

Type of Identification Produced _____

IN WITNESS WHEREOF, this Note has been duly executed by the Maker(s), as of its date.

WITNESSES:

MAKER(S):

Angella Walsh
ANGELLA WALSH
Print Name

914 NW 6th Street, Suite 103
Fort Lauderdale, FL 33311
Address

By: Pauline Harvey
Pauline A. Harvey
913 Pennsylvania Avenue
Fort Lauderdale, Florida 33311

Date: 8/19/24

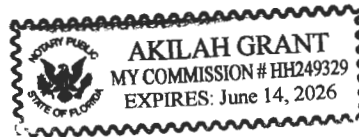
Akilah Grant
Akilah Grant
Print Name

914 NW 6th St. Ste. 103
Fort Lauderdale, FL 33311
Address

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of August, 2024, by **Pauline A. Harvey.**

Akilah Grant
Signature of Notary Public, State of Florida



Akilah Grant
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification

Type of Identification Produced Florida License

IN WITNESS WHEREOF, this Note has been duly executed by the Maker(s), as of its date.

WITNESSES:

MAKER(S):

Angella Walsh
ANGIELA WALSH
Print Name

By: [Signature]
Camile S. White
913 Pennsylvania Avenue
Fort Lauderdale, Florida 33311

914 NW 6th Street, Suite 103
Fort Lauderdale, FL 33311
Address

Date: 08/19/24

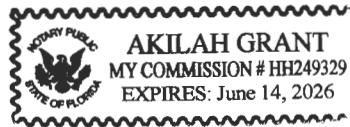
Akilah Grant
Akilah Grant
Print Name

914 NW 6th St., Ste 103
Fort Lauderdale, FL 33311
Address

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of August, 2024, by **Camile S. White**.

[Signature]
Signature of Notary Public, State of Florida



Akilah Grant
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification

Type of Identification Produced Florida License