

**CITY OF FORT LAUDERDALE
PURCHASE ASSISTANCE PROGRAM**

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT, entered into this 4th day of December, 2025 by and between:

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

and

Treneisa St. Jean, a single woman, hereinafter referred to as "Property
Owner" or "Homebuyer."

WHEREAS, the City Commission of the City of Fort Lauderdale, at its meeting of September 3, 2024, approved the CAM #24-0695 which includes 2024-2025 State Housing Initiatives Partnership (SHIP) program funds and policies guidelines for the City of Fort Lauderdale First Time Homebuyer/Purchase Assistance Program.

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 City and Homebuyer agree as follows:

1. Application. The Homebuyer acknowledges and understands that the City, in providing this assistance, has materially relied upon the information, data and certifications provided by the Homebuyer in submitting the Purchase Assistance Application.

2. Compliance with Local Guidelines. The Homebuyer acknowledges and understands that the Property, as described in Section 3, will be used solely in accordance with the City's policies and guidelines for the Purchase Assistance Program ("Program").

3. Financing. The Homebuyer must obtain financing from a lender who will hold the first mortgage ("Lender") for acquisition of the real property having the address of **2771 NW 25th Street, Fort Lauderdale, Florida 33311** and legally described as:

Lots 22, Block 3, FLAMINGO VILLAGE, according to the Plat thereof as recorded in Plat Book 44, Page 39 of the Public Records of Broward County, Florida.

A certified property appraiser has appraised the property at a value of Three Hundred and Ninety Thousand and N0/100 Dollars (\$390,000.00).

Failure by the Homebuyer to obtain financing from a mortgage lender shall make this Agreement null and void and thereby unenforceable by either party.

4. Form of Assistance. The assistance provided under the terms and conditions of this Agreement is **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** of State Housing Initiatives Partnership (SHIP) funds, secured by a second mortgage in favor of the City against the Property.

(a) Interest Rate. The interest rate on the principal amount on the loan shall be zero percent (0%) per annum.

(b) Term of Repayment. Payments on the principal amount of the loan shall be deferred so long as the Property is occupied as the principal residence of the Homebuyer for a fifteen (15) year period beginning on the date of closing ("fifteen-year-period"). If no sale, lease, transfer, or other event of default occurs during the fifteen-year-period, the terms of this encumbrance shall be satisfied, and the Homebuyer shall be issued a Satisfaction of Mortgage. However, in the event the Property is not occupied as the principal residence of the Homebuyer at any time during the fifteen-year-period, or in the event Homebuyer sells, leases, or transfers the Property, or otherwise defaults during the fifteen-year-period, the entire amount of **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** or the net proceeds of a sale shall immediately become due and payable to the City.

5. Closing. The closing for the purchase assistance shall be conducted simultaneously with the closing on private financing being secured by the Homebuyer for the purpose of acquiring the housing unit. The closing shall be conducted at the office of the Lender's closing agent, or such other place as may be selected and designated by the City and the Lender. All costs and expenses of the closing that exceed the assistance provided by the City, including State Documentary Stamp Tax on Deeds and recording fees, shall be borne by the Homebuyer. The terms of this Agreement are contingent upon the Homebuyer obtaining such closing within one year from the date of this Agreement or such additional time as the City may allow. The effective date of this Agreement is the date the last party hereto executes this Agreement.

6. Persons Bound. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, assigns and successors in title.

7. Other Encumbrances. After the closing provided for herein, neither the Homeowner nor any heir or successor in interest to the Property shall engage in any financing or other transaction creating any mortgage or other encumbrance upon the Property or improvements thereon, other than to secure a refinancing of the first mortgage. City agrees to subordinate its second mortgage to a refinanced first mortgage provided that the terms of such new first mortgage come within the City's guidelines for subordination, as determined in advance by the City Manager, who may execute such subordination agreement.

8. Occupancy Provision. The Homebuyer agrees to occupy the Property as a principal residence and agrees to maintain such residence and grounds in good condition and in compliance with all applicable governmental regulations. The covenants of this paragraph shall survive the closing and shall not merge in the delivery of the deed.

9. Inspection. The Homebuyer shall permit reasonable inspections of the Property and housing unit at reasonable times by inspectors of the City or its agents, for the purpose of determining compliance with this Agreement, and to comply with such additional terms, conditions, and requirements as City may reasonably impose.

10. Insurance. The Homebuyer shall obtain and maintain in full force and effect all insurance coverages required by the Lender and shall maintain such insurance so long as the Property is Homebuyer's principal residence. Insurance coverage against all perils must be afforded in an amount not less than 100% of the replacement value of all structures on the Property. The policy or policies shall insure the interest of the City and the Homebuyer in the Property against all risk of physical loss and damage and shall name the City of Fort Lauderdale as a loss payee. The covenants of this paragraph shall survive the closing and shall not merge in the delivery of the deed.

11. Default. The Homebuyer acknowledges and understands that the provisions as specified below constitute events of default under this Agreement, and the covenants of this paragraph shall survive the closing and not merge in the delivery of the deed:

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

(b) Failure of the Homebuyer to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property or improvements thereon, or any part thereof.

(c) The City's discovery of the Homebuyer's failure in the Application to the City from the Homebuyer to disclose any fact deemed by the City to be a material fact on the basis of which the City entered into this Agreement, or in any of the agreements entered into by the City with the Homebuyer, including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Homebuyer, or the City's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Homebuyer.

(d) Any default as determined by the Lender.

In the event of default, interest may be charged at the maximum rate allowed by law.

12. In addition to any remedy under this Agreement, the City shall have such other remedies as are available at law or in equity. The exercise or attempted exercise by the City of any right or remedy available under this Agreement shall not preclude the City from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies. Homebuyer shall pay any reasonable expenses, including attorneys' fees and costs incurred by the City in connection with the exercise of any right or remedy under this Agreement and the preparation and delivery of notice as required hereunder. The failure or omission of the City to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Agreement shall not bar or abridge any of its rights or remedies upon any subsequent default. Before the City shall pursue any of its rights or remedies under this Agreement, the City shall first give Homebuyer written notice of the default complained of, which shall be given in such manner as provided for herein.

13. Notice. Notice shall be mailed to:

City of Fort Lauderdale: City Manager
City of Fort Lauderdale
Tower 101
101 NE 3rd Ave., Suite 2100
Fort Lauderdale, FL 33301

AS TO THE HOMEBUYER:

Homebuyer(s): Treneisa St. Jean
2771 NW 25th Street
Fort Lauderdale, Florida 33311

14. Integration. This Agreement represents the entire and integrated Agreement between the City and the Homebuyer. No prior or contemporaneous oral promises or representation shall be binding upon either party.

15. Severability. If any provision of this Agreement shall at any time be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

By: Rickelle Williams
Rickelle Williams, City Manager

[Signature]
Signature
Miriam Cini

Witness Name – Printed or Typed

Date: 12/4/25

101 NE 3rd Ave, Ste 2100
Fort Lauderdale, FL 33301
Address

[Signature]
Signature
Kyandre Haynes
Witness Name - Printed or Typed

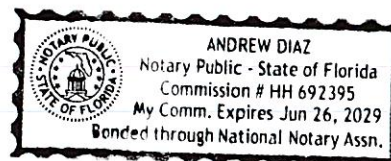
101 NE 3rd Ave, Ste. 2100
Fort Lauderdale, FL 33301
Address

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 4th day of December, 2025 by Rickelle Williams,
City Manager for the City of Fort Lauderdale, a municipal corporation of the State of Florida.

[Signature]
Notary Public signature

Andrew Diaz
Name Typed, Printed or Stamped



Personally Known X OR Produced Identification _____
Type of Identification Produced _____

APPROVED AS TO FORM AND CORRECTNESS:
D'Wayne M. Spence, Interim City Attorney

By: [Signature]
Lynn Solomon, Assistant City Attorney
Date: 12/3/2025

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

WITNESSES:

PROPERTY OWNER/HOMEBUYER:

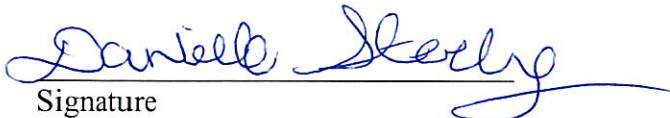

Signature

By: 
Treneisa St. Jean

Daniel York
[Witness-Print or Type Name]

Date: 11/26/2025

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


Signature

Danielle Sterling
[Witness-Print or Type 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 26 day of November, 2025, by Treneisa St Jean


Notary Public signature

Danielle Sterling
Name Typed, Printed or Stamped



DANIELLE STERLING
Commission # HH 292274
Expires July 25, 2026

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced FLDL



SECTION 1 | SUMMARY INFORMATION

Date: 12-01-2025**RUSH**☐ Commission Agenda Item ☐ Letter to the Commission (LTC) ☐ Letter to External Stakeholder(s) ☒ Other DocumentDocument Title/Purpose: Participation Agreement, Mortgage & Note Department approval-Treneisa St. Jean
Mortgage & Note will be sign by participant at closing.Commission Meeting Date: 12-19-17 CAM #: 17-1463 Item #: CD-2CAM attached: ☐ Yes ☐ No Action Summary Attached: ☐ Yes ☐ No CIP FUNDED: ☐ Yes ☐ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: _____ Router Name: _____ Ext: _____

Department: HCD-CSD Router Name: Angella Walsh Ext: 6024Department Approval (Director/Chief): Name Porshia L. Garcia Init PLG Date: 12/1/2025*Return Document To: Angella Walsh Department: HCD Ext: 6024

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☐ Yes ☐ NoIs the attached Granicus document final? ☒ Yes ☐ No Number of Originals Attached: 3Attorney's Name: Lynn Schoman Approved as to Form: ☒ Yes ☐ No Initials: LSRoute to: Finance (if applicable) Date: _____ Route to: CCO Date: 12-3-25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 3Route to CMO Date: 12/03/25 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: DEC19 Date Received: 12/3/25 Received From: CCOTo CM/ACM: ☐ R. Williams ☒ C. Cooper ☐ Y. Matthews ☐ B. RogersApproved Init.: SW for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: _____ Comments: _____

CMO Executive Assistant Route to: CCO | HR | OMB | Other: _____ Date: 12/4/25 Initial: APD