

Prepared by and Return to:  
City of Delray Beach  
Attn: Lynn Gelin, Esq.  
City Attorney  
Neighborhood Services Division  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

CFN 20240108013  
OR BK 34919 PG 1985  
RECORDED 4/1/2024 11:49 AM  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs: 1985 - 1987 (3pgs)

**CITY OF DELRAY BEACH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
HOUSING REHABILITATION AGREEMENT**

**APPLICANT/OWNER:** Claire V. Powell and Lola Burford  
**ADDRESS:** 233 NE 20<sup>th</sup> Street  
Delray Beach, FL 33444

**LEGAL DESCRIPTION:**

LOT 15, BLOCK 9, PLAT OF SEACREST PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE(S) 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**Parcel Identification Number:** 12-43-46-04-21-009-0150

**CASE NO:** 2022-001

I do hereby certify that I am the owner of the above property and that I have requested financial assistance from the City of Delray Beach Neighborhood Services Division State Housing Initiatives Partnership Program to bring my property to a level meeting the minimum property standard.

I further grant the City of Delray Beach (City) and its authorized staff members, contractors and subcontractors permission to carry out rehabilitation work and repair work on my property in compliance with the property rehabilitation standards of its Community Development program.

I authorize the City to act as my agent in contracting, supervising and inspecting this rehabilitation work.

I understand that the City is acting only as agent in the contractual agreements and is not responsible for the quality and warranty of the work and has no legal responsibilities in the agreement.

I agree to provide information necessary for grant administration and monitoring, to be available for necessary conferences and decisions, to sign-off on the grant when the work is completed, and to otherwise reasonably cooperate in expediting the rehabilitation work and program administration.

Following completion of the rehabilitation work, I will maintain the property in good condition and will insure that the property is kept in compliance with the City Minimum Housing Code.

I understand that this agreement will be recorded as a covenant to the property, shall create an equitable lien on the property, shall remain in effect for **ten (10) years** following project close-out, and shall apply to the Owner's heirs, successors, and assigns.

I understand that this lien may be fully satisfied and released by the City on the **28** day of **February 2034**. The anniversary date shall be the first day of **February** in each year following the completion of activities financed by the forgivable loan.

I understand this lien is a forgivable loan. The City, after determining I am in compliance with the terms and conditions of the loan, will annually, reduce the grant amount as follows: for loan amounts less than \$35,000, 20% per year for a period of 5 years and for loan amounts equal to or greater than \$35,000 to \$60,000, 10% per year for 10 years.

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I agree that if during the appropriate period (5 years for loan amounts less than \$35,000 and 10 years for loan amounts of \$35,000 to \$60,000), the property is sold or transferred, I shall immediately repay to the City the full unforgiven amount of the lien, unless I qualify for any other available forgiveness programs maintained by the City, in its sole discretion.

I agree to indemnify the City and hold it harmless for any damage or injury to persons or property occurring during the authorized rehabilitation work.

I agree that the forgivable loan amount of **Fifty Thousand Eleven Dollars and 18/100 Cents (\$50,011.18)** is the amount of the rehabilitation contract, including any change orders approved by the City, and the cost of any related work performed under this agreement.

In the event that any questions or disputes arise concerning the rehabilitation work being performed by a contractor under this agreement, I shall advise the Neighborhood Services Administrator of same and the City shall act as arbitrator in resolving the question or dispute.

I have reviewed the specifications, and they meet with my approval. I further agree that there will be no changes in the specifications, unless needed to satisfy a minimum housing code violation.

02/29/2024  
Date

Claire Powell  
Claire V. Powell

2/29/24.  
Date

Lola Burford  
Lola Burford

2/29/2024  
Date

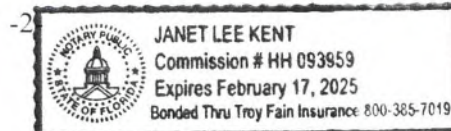
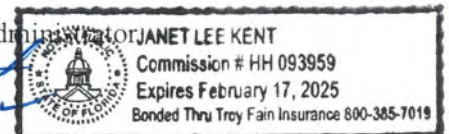
Ferline F. Mesidort  
Ferline F. Mesidort

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of February, 2024, by Claire V. Powell (name of person acknowledging).

Personally known ☒ OR Produced Identification ☒  
Type of Identification Produced FL Drivers License

Janet Lee Kent  
Notary Public – State of Florida



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STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of February, 20 24, by Lola Burford (name of person acknowledging).

Personally known ☐ OR Produced Identification ☒  
Type of Identification Produced FL Drivers License

  
Notary Public – State of Florida

