

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

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

APPLICANT/OWNER: Constance Dent
ADDRESS: 126 SW 11th Avenue
Delray Beach, FL 33444

LEGAL DESCRIPTION:

All of Lot 1, Block 3, "DELRAY BEACH HEIGHTS" according to the Plat thereof recorded in Plat Book 25, Page 186 of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 12-43-46-17-23-006-0190

CASE NO: 21-055

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 Community Development Block Grant 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 an 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 ensure 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 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 \$42,500, 20% per year for a period of 5 years and for loan amounts equal to or greater than \$42,500 to \$85,000, 10% per year for 10 years.

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

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

I agree that if during the appropriate period (*5 years for loan amounts less than \$42,500 and 10 years for loan amounts of \$42,500 to \$85,000*), 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 **Ninety-One Thousand Seven Hundred Twenty-Two Dollars and 70/100 (\$91,722.70)** 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.

Witness

Owner

Name

Date

Address

Owner

Witness

Date

Name

Address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by Constance Dent (name of person acknowledging).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

Notary Public – State of Florida