CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
REHABILITATION LOAN AGREEMENT

9/30/2020

THIS AGREEMENT is entered into this day of ______________, by and among the following: Volvic Elizort & Louisette Elizort, Owners of the subject property; the City of North Miami ("City"), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and Reliant Construction Group Inc. ("Contractor"), having its principal business address at, 7607 Kismet Street Miramar, Florida 33023, collectively referred to as “Parties”, regarding the rehabilitation of the real property legally described as:

Lot 2, Less West 6 Feet Thereof, And North 5 Feet of Lot 3, Block 39, Griffing Biscayne Park Estate, Plat Book 15, At Page 13, of the Public Records of Dade County, Florida a/k/a, 13110 NE 6th Avenue, North Miami, Florida 33161 (subject property) 

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development ("HUD") has provided Community Development Block Grants ("CDBG") to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit low and moderate income persons; and

WHEREAS, the City has determined through its Consolidated Plan for CDBG funds ("Program"), adopted by the Mayor and City Council in July 2015, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties ("Project"), in accordance with CDBG criteria specifically described in Title I of the Housing and Community Development Act of 1974; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owners has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the Parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

NOW, THEREFORE, in consideration of the mutual promises and the grant money in the amount of Nineteen Thousand Six Hundred Fifty Dollars and 00/100 Cents ($19,650.00), which is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of Nineteen Thousand Five Hundred Dollars and 00/100 Cents ($19,500.00) are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit “A”); including a One Hundred Fifty Dollars and 00/100 Cents ($150.00) lead inspection
previously administered as part of the administrative cost associated with the rehabilitation process referenced in Exhibit “B” of this Agreement.

2. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

3. Homeowners is receiving a grant from the City of North Miami, Florida secured by the above described property. In consideration thereof, homeowners agrees to cooperate promptly with the City of North Miami and its agents in the correction or completion, as well the updating of any agreement documents, if deemed necessary or desirable by the City of North Miami. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.

4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.

5. The Owners agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owners must have an active flood insurance policy. Owners agrees to purchase Homeowner's Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:

   a. Hazard (or Homeowner’s) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
   b. Proof of Windstorm Insurance if not covered by the Homeowners Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
   c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
   d. The mortgagee loss payee clause on the insurance policy(ies) must read as follows:

      “City of North Miami, Florida
      ISAOA ATIMA
      (Its Successors and/or Assigns As Their Interests May Appear)
      776 NE 125th Street
      North Miami, Florida 33161-5654”

6. The Parties acknowledge and agree that funds provided derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.

7. The Owners acknowledges that the property is a primary residence, and agrees to continually occupy the property as a primary residence for at least a seven (7) year period commencing at the execution of this Agreement. If the Owners fails to continually occupy
this residence for a seven (7) year period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining on this seven (7) year period. It is agreed and understood that the funds provided by the City derive from the CDBG Program and that the funds shall be secured by a non-interest bearing Promissory Note and Money Mortgage, which shall have priority over all other encumbrances, except a Purchase Money First Mortgage. The Parties agree that the indebtedness shall be partially forgiven in the amount of Two Thousand Eight Hundred Seven Dollars and 14/100 Cents ($2,807.14) each year over a seven (7) year period, until fully forgiven.

8. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement’s execution, such an event shall be considered a default unless the property Owners agrees to re-pave the remaining balance prior to such event. The indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.

9. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of seven (7) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the City.

10. The Owners and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the City’s interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.

11. The City may seek civil action and penalties including court costs, attorneys’ fees and reasonable administrative expenses should Owners fail to comply with the foregoing covenants and restrictions.

12. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.

13. In the event the Owners or Contractor prevents the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law. Further, action by the Owners or Contractor to prevent or deny the City’s inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.
14. If the Owners terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials’ cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by Owners occur, as provided in paragraph 14, below.

15. The Owners shall not release or amend this Agreement without the prior written consent of the City.

16. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owners for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.

17. Payment to the Contractor for the Project shall be made as described in Exhibit “B”. After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owners, Contractor or any third person or entity.

18. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of Nineteen Thousand Six Hundred Fifty Dollars and 00/100 Cents ($19,650.00). Owners and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of Nineteen Thousand Six Hundred Fifty Dollars and 00/100 Cents ($19,650.00), less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City’s liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney’s fees, investigative costs or pre-judgment interest.

19. The Owners and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.

20. The Owners and Contractor shall not sublease, transfer or assign any interest in this Agreement.

21. In the event of a default, the City may mail to Owners or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City’s sole discretion within thirty
(30) days of the City’s mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City’s satisfaction.

22. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City’s right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney’s fee, at trial and appellate levels, to the extent allowed by law.

23. A default shall include but not be limited to the following acts or events of Owners, Contractor, or their agents, servants, employees or subcontractors:
   a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

   Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the Project throughout the day on each full working day, weather permitting.

   b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

   c. Insolvency or bankruptcy by the Owners or by the Contractor.

   d. Failure by the Contractor to maintain the insurance required by the City.

   e. Failure by the Contractor to correct defects within a reasonable time as decided by the City’s sole discretion.

   f. The breach of any term or condition of this Agreement.

24. If the Owners defaults this Agreement by insolvency or bankruptcy, the following shall apply:
   a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:
      1. In the event the Owners files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owners or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owners further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owners
agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owners acknowledges that such waiver is done knowingly and voluntarily.

2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owners in favor of the City.

3. In the event the Owners files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owners agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owners shall agree that the City is over secured and, therefore, entitled to interest and attorney’s fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owners has less than five (5) years of payments remaining on the Note, the Owners agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

b. Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Owners or Contractor, the following shall occur:

In the event the Owners files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owners acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owners acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owners acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Owners agrees to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owners further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

c. Should the Parties wish to execute the Agreement after the Owner has filed for bankruptcy, the following shall occur:

1. The Owners agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owners shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owners further agrees that any funds loaned by the City shall be secured by a lien on
the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.

2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

25. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor files for bankruptcy, the following shall occur:

a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor’s assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor’s breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.

b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.

c. In the event that the Owners defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 22 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this
Agreement, as a result of the Owners defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owners, against the Contractor including, but limited to, any claim or right of recoupment.

26. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.

27. The Owners and Contractor shall comply with all applicable requirements as described in Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.).

28. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

   If to the City:        City of North Miami
                        776 N.E. 125th Street
                        North Miami, Florida 33161
                        Attn: City Manager

   With copies to:       City of North Miami
                        776 N.E. 125th Street
                        North Miami, Florida 33161
                        Attn: City Attorney
                        Attn: Housing & Social Services, Director

   If to Contractor:     Reliant Construction Group Inc
                        Ronald Augustin (Registered Agent)
                        7607 Kismet Street
                        Miramar, Florida 33023

   If to Owners:         Volvic Elizort & Louisette Elizort
                        13110 NE 6th Avenue
                        North Miami, Florida 33161

   or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

29. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.

30. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.

31. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
32. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[The remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

Volvic Elizort
Date: 09/17/20

Louiseette Elizort
Date: 09/17/20

Tommie Frison
Date: 9/24/20

Alberte Bazile, MBA
Housing & Social Services, Director

ATTEST:
Vanessa Joseph, Esq., City Clerk
9/30/2020
City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "City":
Theresa Therilus, Esq., City Manager
9/29/2020
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Jeff P. H. Cazeau, Esq., City Attorney
9/24/2020
City Attorney Date Signed
Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

GENERAL PAINT SPECIFICATIONS

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. All paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

01) INSTALL NEW GUTTER & DOWNSPOUT $1,900.00

Remove existing gutters at front porch and haul away.
Install new 6" seamless metal gutter and downspout system at the appropriate slope (on the entire house). The Homeowner will select color from standard stock colors. Install new splash 24" blocks at downspouts, discharging the water away from any foundation.

02) INSTALL EXTERIOR DOORS (2) $2,400.00

Locations: Front door (East) and Rear doors (West)

Deteriorated exterior doors are not weather tight. Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed.
Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition.
The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

• Furnish and install new out-swing impact resistant ¼ glass exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door for the Front entry
• Furnish and install new out-swing impact resistant six panels steel exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
• Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping & spring/chain stop.

• Install tamper proof hinges.

• The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Material allowance for knob and deadbolt is $50.00 per set.

• The painting of the door is covered under the exterior painting below.

• Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

03) EXTERIOR LIGHTING $1,500.00

Quantity: 4 (N, S, E, W) INSTALL LED MOTION SENSORED FLOOD LIGHTS ON EACH CORNER OF THE HOUSE

Homeowner is a corner lot with low visibility with current porch lights only. They also abut an apartment building. Flood lights would provide additional safety and awareness of their surroundings. Motions sensored flood lights would allow more visibility for the homeowner to monitor her property.

Provide labor and materials to install exterior light fixtures and LED light with motion sensor with interior wall switches. Homeowner will select the light fixture within the $40.00 per light fixture budget, ENERGY STAR qualified and labeled accordingly. Haul away debris from property at once. Discuss with the Homeowner the locations of the controlling switches prior to installation.

Please note: House has one motion sensored flood light on the west side of the house. House may need electrical wiring installed. Check electrical panel for possible installation of wiring dedicated to supplying electricity to newly installed lighting.

4) PRESSURE CLEAN AND PAINT EXTERIOR SURFACE OF HOUSE $3,800.00

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area (Concrete slabs, walkways, sidewalks). Remove algae, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE: Contractor is responsible for protecting all flowers,**
shrubs, hedges, trees and ornaments on site while pressure cleaning is being performed.

Call Housing Inspector for inspection prior to painting or priming.

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulkling. Homeowner will select a maximum of three colors. Tint the primer to the color selection. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant if required. Prepare surface, prime and paint. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), porch and patio ceiling (screened in or not), concrete slabs and walkways, security/ornamental bars, railing and awnings. Use the right product for the surface painted. Protect adjacent areas while painting.

NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall be left to Homeowner for future use.

Submit inspection request to applying the final coat. Apply finish coat(s), test paint to determine proper number of coats for coverage.

Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.

- Excessive bleeding in wood members must be spot primed before application of first coat.

- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.

- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector to verify brand and VOC level.

Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.
INTERIOR

GENERAL PAINT SPECIFICATIONS
Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. All paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

5) INTERIOR DOOR
Remove existing termite ridden door at hallway, jamb and casing and haul away. Furnish and install new 1 3/8 inch flush hollow core Masonite clad paint grade pre-hung unit complete with jamb, casing, and bumper door stop (36 X80) 2 leaf. Apply one coat of primer /sealer and two coats of semi-Gloss Enamel Acrylic Latex Paint to complete unit .Do not paint unless doors have a high quality factory paint finish and requested by homeowner. Color of doorknob and paint finish to be selected by homeowner.

06) KITCHEN - REPLACE CABINETS AND COUNTERTOP; INSTALL ELECTRICAL RECEPTACES; PATCH AND PAINT THE WALLS
Remove the kitchen countertop, base and wall cabinets. Haul away all debris from property at once. The Contractors will verify measurements and dimensions. This item requires a permit.

WALLS
a) On all kitchen walls, repair any crack(s), patch small holes with spackle, patch large hole and walls replacement, with like material (or drywall) and matching the thickness of existing walls. As required, install framing, backings and/or furring strips. Patched walls finish should match existing finish as close as possible. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Include painting of closets, wood trim, baseboard and doors. Patch and paint the entire walls. Homeowner will select the paint color. Paint per the General Paint Specifications.

b) Note, after the cabinets and appliances removal, patch and prime the walls concealed by the appliances, cabinets and back splash; patch and finish paint all exposed walls behind the cabinets. All exposed walls under the cabinets must have a finished appearance.

CABINETRY
c) Replace the cabinetry in the same configuration as the existing, except as noted herein. The Homeowner will select cabinets color and design, from standard stock. Place escutcheon plates at all plumbing and electrical opening through the cabinet.

d) All new cabinets are to be plywood or solid wood with raised wood doors, no particleboard, no thermo-foil or cabinet boxes covered with Formica. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**

e) Install corner wall and base cabinets in all corners of the cabinets’ layout design.

f) Install 30” high wall cabinets.

h) Install a wall cabinet above the stove high enough for a future microwave under the cabinet unit.

i) Replace any missing flooring, as required, match existing as close as possible.

j) For cabinet attachments, use washer head cabinet screws or cabinet screws with cup washers.

k) Material allowance including sales tax for door and drawer knobs/handles is $3.00 each.

**COUNTERTOP**

l) On top of the base cabinets, install the new standard Formica countertop on veneered exterior grade plywood. Homeowner will select color and design, within the budget. Replace the countertop in the same configuration as the existing, except as noted herein.

m) Install a full Formica back splash.

n) No Formica seams within 18” of wet area around sink.

**ELECTRICAL**

o) Under this work item, provide the required three (3) tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24” from the GFCI outlet. Counter space 12” or more must have a tamper proof GFCI outlet.

p) Provide a dedicated 20 amps outlet and wiring over the kitchen range/stove, do not install receptacle behind the exhaust vent including vent covering.

q) Provide a dedicated outlet and wiring for the refrigerator.

**07) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS**

$1,500.00
Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and in the garage and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where any existing smoke detectors were removed), paint from cut-line to cut-line.

a. Remove existing hard-wired smoke detectors, if cannot be interconnected
b. Remove existing battery-operated smoke detectors and patch surface after removal.

c. Note: No change order allowed for a sub-panel. Prior to submitting the bid, the contractor is to verify, if the existing electrical panel can accommodate ARC Fault Circuit Breaker or install the required sub-panel. Haul away all debris from property at once.

**TOTAL BID AMOUNT:** $19,500.00
EXHIBIT "B"

LEAD INSPECTION
(The lead inspection for said property was previously administered)

LEAD BASE PAINT INSPECTION $150.00

All single family properties, rehabilitated through Federal and/or State funding, are subject to lead-based inspections, in accordance with the U.S. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. CDBG funds in the amount of $150.00 are being utilized for the lead-based inspections conducted by Associated Consulting Professionals, Inc., and will be added to the Mortgage and Note recorded with Miami-Dade County Clerk of Courts.
Exhibit C

Program Regulations
All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the Agreement and all applicable plans and specifications. Change Orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or Change Orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner’s responsibility.

Upon execution of this agreement, the property Owners agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. Property owner/Purchaser acknowledges that individuals will be allowed on the property to take photographs. All projects will be subject to before and after photos and may be included in various local, state and federal reports, which are public records.

Commencing Work
The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor’s Certification, County-required affidavits, proof of required insurances and an up-to-date contractor’s license and occupational license.

Method of Payment
Program funds shall be disbursed to the Contractor as follows:

a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen’s or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

b. Program funds shall be paid upon compliance by the contractor with the following:

1. Environment Review
   - The National environmental Policy Act (42 U.S.C. 4321, et seq.);
   - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
   - Environmental Review Procedures (24 CFR Part 58);
2. Lead Based Paint
   - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
   - HUD Lead Based Paint Regulations (24 CFR Part 35).

3. Asbestos
   - Asbestos Regulations (40 CFR 61, Subpart M);
   - U.S. Department of Labor Occupational Health and Safety (OSHA)

4. Labor Standards
   - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
   - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);

Additionally, all Parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.

When requesting a payment, ALL of the following documents must be submitted at the same time.
If there are any documents missing, the payment request package will NOT be accepted.

- Contractor’s Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor’s Payment Request
- Homeowner’s Payment Authorization
- Subcontractor’s List
- Contractor’s Payment Request Worksheet
- Certificate of Completion (submit only with final payment)

Final payment shall be due and payable within forty-five (45) calendar days following completion of all terms of this contract and final inspection and acceptance of same by the Homeowners and the City of North Miami.
DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of __________, 2020, by Volvi Elizort & Louissette Elizort, ("Owners"). Owners of the subject property, in favor of the City of North Miami, Florida ("City"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, the undersigned is the fee simple owners of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 13110 NE 6th Avenue North Miami, Florida 33161

Legal Description: Lot 2, Less West 6 Feet Thereof. And North 5 Feet of Lot 3, Block 39, Griffling Biscayne Park Estate, Plat Book 15, At Page 13, of the Public Records of Dade County, Florida a/k/a 13110 NE 6th Avenue, North Miami, Florida 33161 (subject property)

Folio Number: 06-2230-025-0020

WHEREAS, the City, as a condition for awarding grant funds through the Community Development Block Grant ("CDBG") Program for the rehabilitation of the Property, is required to record in the Public Records this Restrictive Covenant.

WHEREAS, CDBG Program Guidelines require properties who participate in the Program to be subject to an affordability period.

NOW THEREFORE, the Owners agrees and covenants to restrict the use of the Property in the following manner:

1. The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.

2. The Owners covenants and agrees that for a period of seven (7) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owners, the Property shall continue to be the principal residence of the Owners and the property is maintained in a condition satisfactory to the City, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.

3. That during the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who will use the Property as their principal residence and who have a household income at or below 80% of Area Median Income as defined by regulations of the United States Department of Housing and Urban Development ("HUD").

4. The restrictions contained within this Restrictive Covenant shall terminate upon occurrence of any of the following termination events: sale of the property, rental of the property, foreclosure, transfer in lieu of foreclosure or abandonment, the Owners reacquire an ownership interest in the Property following the termination event.

5. The covenants and restrictions incorporated in this Restrictive Covenant shall be considered and construed as covenants and restrictions running with the land.
6. This Restrictive Covenant shall remain in full force and effect and shall be binding upon the Owners, its successors and assigns, and all subsequent owners of the Property for a period of seven (7) years from the date this Restrictive Covenant is recorded.

7. The Owners hereby acknowledges and agrees that the City is a beneficiary of this Restrictive Covenant, and the Owners shall not release or amend this Restrictive Covenant without the prior written consent of the City.

8. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Restrictive Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Restrictive Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restrictive Covenant.

IN WITNESS WHEREOF, the Owners has executed this Declaration of Restrictive Covenant on the day and year indicated by the notary public (below).

WITNESS:

[Signature of Owner]

[Signature of Notary Public, State of Florida]

SUBSCRIBED AND SWORN TO before me this 17th day of September 20__ by the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature of Notary Public, State of Florida]

WITNESS:

[Signature of Second Owner (if any)]

SUBSCRIBED AND SWORN TO before me this 17th day of September 20__ by the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature of Notary Public, State of Florida]
This instrument prepared by:
Office of the City Attorney
Jeff P. H. Canzani, Esq.
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT

MONEY MORTGAGE
9/30/2020

This Mortgage is made and entered into this day of , between Volvic Elizort & Louissette Elizort, ("Mortgagors"), residing at 13110 NE 6th Avenue, North Miami, Florida 33161, and the City of North Miami, Florida ("Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagors desire to secure the payment of an indebtedness in the principal amount of Nineteen Thousand Six Hundred Fifty Dollars and 80/100 Cents ($19,650.00) with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the Mortgagors is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

Lot 2, Less West 6 Feet Thereof, And North 5 Feet of Lot 3, Block 39, Grifting Biscayne Park Estate, Plat Book 15, At Page 13, of the Public Records of Dade County, Florida a/k/a, 13110 NE 6th Avenue, North Miami, Florida 33161 (subject property)

TOGETHER with all appurtenances and all the estate and rights of the Mortgagors in and to such property or in any way appertaining, all buildings and other structures attached to, or used in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements and additions, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TOGETHER with any and all awards made for the taking of the Mortgaged Property, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are assigned to the Mortgagee and are deemed a part of the Mortgaged Property, and the Mortgagee is authorized to collect and receive the proceeds of such awards, to give the proper receipts and quittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the Mortgagors agrees, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning such award to the Mortgagee, free, clear and discharged of any encumbrances or any kind and nature; and

TOGETHER with all right, title and interest of the Mortgagors in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being collectively call the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and every part unto the Mortgagee, its successors and assigns forever for the purpose and uses set forth.

The Mortgagors further covenant and agree with the Mortgagee, as follows:

1. The Mortgagors will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided in the Note and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagors will pay when due all ground rents, if any, and all taxes, assessments, waiver rates and other governmental charges, taxes, and impositions of every kind and nature imposed on the Mortgaged Property or any part, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagors by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose(s) described or referred to in the City of North Miami Community Development Block Grant (CBDG) Rehabilitation Loan Agreement entered into this day of , to or on the Mortgage Property, and for such other purpose, if any.

4. No building or other structure or improvement, fixture, or personal property managed shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagors will not make, permit or suffer any alteration of or addition to any building or other structure or improvement to be erected or installed upon the
Mortgaged Property or any part, nor will the Mortgagors use, or permit or suffer the use of any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagor. The Mortgagors will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part and will promptly and with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus, pertaining to such property.

5. The Mortgagors will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the grant clause above, and will keep and maintain the same from the claims of all parties supplying labor or materials which will enter into the construction or installation of improvements. This Mortgage shall have priority over all other encumbrances except a purchase money first mortgage.

6. a) The Mortgagors will keep all buildings, other structures and improvements, including equipment, now existing or which may be erected or installed on the land mortgaged, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagor. Unless otherwise required by the Mortgagor, all insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the co-insurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagor and applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagor and all policies shall be in such form and shall have attached loss payable clauses in favor of the Mortgagor and any other parties as shall be satisfactory to the Mortgagor. All policies and attachments shall be delivered promptly to the Mortgagor unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which case, the holder shall be delivered promptly to the Mortgagor. The Mortgagors will pay promptly when due, as provided, any and all premiums on such insurance, and in every case in which payment is not made from the deposits required by this Mortgage, promptly submit to the Mortgagor for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagor. The Mortgagor may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagors will pay the Mortgagee every premium so paid by the Mortgagor.

b) In the event of loss or damage to the mortgage property, the Mortgagors will give to the Mortgagor immediate notice by mail, and the Mortgagor may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagors. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagors and the Mortgagor jointly, unless the amount of loss is payable first to the lienholder under a mortgage or similar instrument to which this Mortgage is expressly subject, and the insurance proceeds, or any part, if received by the Mortgagor, may be applied by the Mortgagor, at its option, either in reduction of the indebtedness secured, or to the restoration or repair of the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title, and interest which shall be made by the Mortgagors.

7. The Improvements and all plans and specifications shall comply with any and all applicable municipal, county, state and federal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply with the rules of the Board of Fire Underwriters having jurisdiction.

8. Upon any failure by the Mortgagors to comply with or perform any of the terms, covenants or conditions of the Mortgage requiring the payment of any amount of money by the Mortgagors, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagor may at its option make such payment. Every payment so made by the Mortgagore (including reasonable attorney's fees incurred), with interest thereon from date of such payment, at the rate of ten percent (10%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagors to the Mortgagor on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. The Mortgagor, by any of its agents or representatives, shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day. Should the Mortgaged Property at any time require inspection, repair, care or attention of any kind or nature not provided by the Mortgagors as determined by the Mortgagor in its sole discretion, the Mortgagor may, after notice to the Mortgagors, enter or cause entry to be made upon the Mortgaged Property and inspect, repair, protect, care for or maintain such property, as the Mortgagor may in its sole discretion deem necessary, and may pay all amounts of money, as the Mortgagor may in its sole discretion deem necessary.

10. The principal amount owing on the Note together with interest and all other charges, as provided in the Note, and all other amounts of money owing by the Mortgagors to the Mortgagor pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the transfer or alienation of the Mortgaged Property to another person other than the Mortgagors, except such transfer is to the surviving spouse, appointment of a receiver or liquidator, whether voluntary or involuntarily, for the Mortgagors or any of the property of the Mortgagors, or upon the filing of a petition by or against the Mortgagors under the provisions of

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any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagors of an assignment for the benefit of the Mortgagors’ creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events which shall constitute a default on that Note and any other Note which this mortgage secures:

a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note which shall have become due;

b) Nonperformance by the Mortgagors of any covenant, agreement, term or condition of this Mortgage, or the Note (except as otherwise provided in subdivision (a) or of any other agreement made by the Mortgagors with the Mortgagee in connection with such indebtedness, after the Mortgagors has been given due notice by the Mortgagee of such nonperformance;

c) Failure of the Mortgagors to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part, which shall have priority over the lien of this Mortgage;

d) The Mortgagee’s discovery of the Mortgagors’ failure in any application of the Mortgagors to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making, or in any of the agreements entered into by the Mortgagors with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagors;

e) The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part, without the prior written consent of the Mortgagee, including the subordination of this mortgage or owner’s refinancing of the mortgage property.

The Mortgagee’s failure to exercise any of its rights shall not constitute a waiver. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called “events of default”.

11. Future Advances. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by Mortgagee or the holder hereof at its exclusive option, to Mortgagors or their successors or assigns in title, for any purpose, provided that all such advances are made within seven (7) years from the date of this Mortgage or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional, future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances are made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Nineteen Thousand Six Hundred Fifty Dollars and 00/100 Cents ($19,650.00), plus interest and any disbursements made under this Mortgage for payment of impositions, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the Note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of Mortgagors and whether or not identified by a recital that it or they are secured by this Mortgage. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Mortgaged Property, or any part which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagee to the Mortgagors, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

13. a) After the happening of any default, the Mortgagors shall, upon demand of the Mortgagee, surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness secured, and all such rents and all losses existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured, and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

b) In the event that the Mortgagors occupies the Mortgaged Property or any part, the Mortgagors agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagors shall pay in advance, upon demand by the Mortgagee, as a reasonably monthly rental for the premises occupied by the Mortgagors, an amount at least equivalent to one-twelfth the aggregate of the twelve monthly installments payable under the Note in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, and upon the failure of the Mortgagors to pay such monthly rental, the Mortgagors may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagors, and in the case of foreclosure and the appointment of a receiver of the rents, the covenant shall inure to the benefit of such receiver.
14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the Mortgaged Property, or the solvency or insolvency of the Mortgagors or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

15. The Mortgagors, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagors and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part.

16. The Mortgagors will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part.

17. Notice and demand or request may be made in writing and may be served in person or by mail.

18. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.

19. The Mortgagors will not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part, without the prior written consent of the Mortgagee.

20. The Mortgagors is lawfully seized of the Mortgaged Property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

21. The Mortgagors waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

22. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagors and the heirs, legal representatives and assigns of the Mortgagors, and to the extent permitted by law, every subsequent owner of the Mortgaged Property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagors consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all these provisions and under the Note. The word “Mortgagee” shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagors on or as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signatures]

Address: 13110 NE 6th Avenue North Miami, Florida 33161

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 17th day of September 2021 by the Owners identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature of Notary Public, State of Florida]
This instrument prepared by:
Office of the City Attorney
Jeff P. H. Caneau, Esq
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT

PROMISSORY NOTE

Schedule A
Amount: $19,650.00

Agreement No.: CDBG-2020-14
Date: 9/30/2020

9/30/2020 between Volvic Elizort & Louisette Volvic, ("Mortgagors") residing at 13110 NE 6th Avenue, North Miami, Florida 33161, and the City of North Miami, Florida ("City") the sum of Nineteen Thousand Six Hundred Fifty Dollars and 00/100 Cents ($19,650.00), payable without interest.

So long as the undersigned has not defaulted on payment under this Note, or has not provided false information in support of the application for loan, or has not otherwise violated the City of North Miami Community Development Block Grant (CDBG) Program ("Program") requirements, this amount shall be partially forgiven in the amount of Two Thousand Eight Hundred Seven Dollars and 14/100 Cents ($2,807.14) each year over a seven (7) year period, until fully forgiven at the conclusion of seven (7) years.

If the property securing this note is sold or in any way alienated or transferred, except if such transfer is to the surviving spouse, such an event shall constitute a default, and this sum shall be payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount then owing. Determination of an alienation, transfer or sale sufficient to call for payment of this Note shall rest with the City and/or its designated agents and the maker shall be notified of the time and place of payment. Subordination of this Note or the Owner's refinancing of the subject property shall constitute a default.

The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If the principal amount of this Note is not paid when due, the undersigned's action shall constitute a default and shall, at the option of the City, pay to the City the late charge of one (1) percent per calendar month, or fraction thereof, on the amount past due and remaining unpaid. Failure of the City to exercise such option shall not constitute a waiver of such default. If the undersigned shall default on payment under this note, or provide false information in support of the application for loan, or otherwise violate the City's Program requirements, the undersigned may be subject to penalties authorized by state and local laws, codes, rules and regulations. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments.

If suit is instituted by the City to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees, at trial and appellate levels, and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for record in the Public Records of Miami-Dade County, Florida.

DEMAND, notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of its date

Volvic Elizort Louisette Elizort

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 17th day of September, 2020, by the Owners identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

Signature of Notary Public, State of Florida

Volvic Elizort
CDBG - 2020-14