



Four Mean Liens and One Lean Lien

**PACE, Construction, Attorney's Charging, Support
and Hospital Liens**

**LEGAL EDUCATION DEPARTMENT
Attorneys' Title Fund Services, LLC**

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Four Mean Liens & One Lean Lien

PACE, Construction, Attorney's Charging, Support and Hospital Liens

Linda Monaco, B.C.S.
Senior Legal Education Attorney

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Overview - Liens

- PACE
- Construction
- Attorney's Charging
- Support
- Hospital



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Special Concerns – Bankruptcy

- Tolling
 - Pending bankruptcy will toll all time periods for enforcement
 - 11 U.S.C. Sec. 108(c)(2)
 - 30 days after notice of termination or expiration of automatic stay
 - TN 5.06.05
- Validity
 - Lien may still be valid post bankruptcy; not extinguished
 - 11 U.S.C. Sec. 506
 - TN 5.06.07

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Special Concerns – Homestead

- Constitutional Homestead Protection
 - Fla. Const. Art. X, Sec. 4
- Does not apply to
 - Taxes and assessments on property
 - Obligations contracted for purchase, improvement, etc.
- No lien attaches to proceeds from sale of homestead property
 - As long as proceeds are reinvested in a reasonable amount of time after sale
 - *Orange Brevard Plumbing & Heating Co. v. La Croix*, 137 So.2d 201 (Fla. 1962)



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Construction Liens

Ch. 713, F.S.
TN 21.01.02

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Background

- Codified in Ch. 713, F.S.
 - Must be precisely followed
- Equitable in nature
- Protects
 - Improvement providers
 - Owners of real property
- Chapter 21 Title Notes (Construction Liens)



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Background

- Sec. 713.03, F.S.
 - Professional services
 - Architect, landscape architect, interior designer, engineer or surveyor and mapper
- Sec. 713.04, F.S.
 - Subdivision improvements
- No Notice of Commencement
- Simply record a claim of lien
- Once a claim of lien is satisfied a discharge should be recorded
 - Sec. 713.21, F.S.

Background

- Notice of Commencement (NOC)
 - Codified in Sec. 713.13, F.S.
 - For Liens
 - Lienor in privity
 - Sec. 713.05, F.S.
 - Lienor without privity
 - Sec. 713.06, F.S.
 - Improvements over \$2500

NOC

- It is NOT
 - Lien
 - Cloud on title
 - Encumbrance
- It is
 - Constructive notice claim of lien may be recorded
 - If recorded priority will relate back to recording date of the NOC
 - TN 21.03.02 exception for NOC
 - SCC NOC03

Claim of Lien

- Lienor
 - Employer or contract
 - Labor, services, materials furnished
 - Value
 - Timing of furnishing
- Real property and owner
- Unpaid amount
- In privity or details if not
- Sworn to or affirmed
- Sec. 713.08, F.S.

Claim of Lien



- Recorded
- Served on owner
- Anytime during work
- No later than 90 days after final furnishing

Priority

- Claim of lien with no NOC
 - As of time of recording claim of lien
- Claim of lien with NOC
 - Priority relates back to date NOC recorded, if NOC has not expired
 - If NOC has expired, then at time of recording



Duration

- To record a claim of lien
 - Up to 90 days after final furnishing
- Claim of lien
 - Valid for 1 year after recording
- Action to begin prior to expiration
 - Sec. 713.22, F.S.
 - Title Standard 8.2
 - TN 21.02.02

Extension

- Claim of Lien
 - May be extended by
 - Filing an amended claim of lien
 - With a later date of final furnishing
 - Beyond 1 year
 - During pendency of an action but only if a lis pendens is recorded

AFTER RECORDING, RETURN TO:

PLAT/LOT NUMBER _____

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statute, the following information is provided in this Notice of Commencement:

1. **DESCRIPTION OF PROPERTY** (Legal description of the property & street address, if available) (FAX 5142 23 00 0190)
HOLLYWOOD GOLF ESTATES SEC ONE 53-50 B LOT 6 E 60 BULK 2

2. **GENERAL DESCRIPTION OF IMPROVEMENTS**
New home

3. **OWNER INFORMATION OR LEASE INFORMATION OF THE LENDER CONTRACTED FOR THE IMPROVEMENT**

a. Name of owner: Karen Ammar, 1320 FUNSTON ST HOLLYWOOD FL 33019-2220

b. Name of lender: 100%

c. Name and address of the entity responsible for different from owner (if any)

d. A CONTRACTOR'S NAME: All Phase Construction USA

e. Contract address: 590 Goolbsy Blvd Deerfield Beach, FL 33442 f. Phone number: 754-227-5605

4. **NUMBER OF APPLICABLE COPIES OF THE PAYMENT BOND TO BE FILED**

a. Name and address: _____

b. Phone number: _____ c. Amount of bond: \$ _____

5. **LENDER'S NAME** _____

a. Name and address: _____ b. Phone number: _____

6. **PERIOD WITHIN THE STATE OF FLORIDA DESIGNATED BY OWNER UPON WHICH NOTICE OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED BY SECTION 713.13(1)(b), FLORIDA STATUTE:**

a. Name and address: _____

b. Phone number of designated person: _____

c. In addition to himself or herself, Owner designates _____ of _____

d. In addition to a copy of the Lender's Notice as provided in Section 713.13(1)(b), Florida Statute, _____

e. Phone number of person in care designated by Owner: _____

7. **Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified):** _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED PAYMENTS FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED IN THE PUBLIC RECORDS OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BECOME A PUBLIC RECORD OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Karen Ammar
(Signature of Owner or Lender, or Owner's or Lender's Authorized Officer/Manager/Partner/Manager)

Karen Ammar
(Print Name and Provide Signatory's Title/Office)

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization.

On November, day of 15, 2022

by Karen Ammar (name of person) _____ type of authority: a.g. officer, trustee, manager or partner

for (name of party on behalf of whom instrument was executed) _____

Personally Known ☒ or Produced Identification ☒ Type of Identification Produced: DL

ANDRES SUAREZ
(Signature of Notary Public)

ANDRES SUAREZ
(Print Name and Provide Signatory's Title/Office)

MY COMMISSION # 0022071
EXPIRES February 1, 2028

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• NOC Sec. 713.13, F.S.

- Recorded date
- Description of property
 - Legal
 - Street address and
 - Tax folio (missing)
- Description of improvement
- Owner's information
- Contractor information
- Expiration date

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THIS INSTRUMENT WAS PREPARED BY AND PLEASE

RETURN TO:
Steven Fine, Esq.
AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO.,
INC. - ABC SUPPLY CO., INC.
ARIELA WAGNER
ONE ABC PARKWAY, BELLOIT, WISCONSIN 53511
800-403-7660
WFO #: 4380162 / JOB #: 0098653-018

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WARNING!
THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE, AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

Claim of Lien

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned notary public, personally appeared Ariela Wagner, who being the duly sworn, says that he/she is Agent of the lienor herein, AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO., INC. - ABC SUPPLY CO., INC., whose principal address is One ABC Parkway, Beloit, Wisconsin 53511, and that in pursuance of agreement with ALL PHASE CONSTRUCTION USA LLC, whose address is 590 GOOLBSY BLVD, Deerfield Beach, Florida 33442-3021, lienor furnished labor, services and/or materials consisting of roofing and/or other exterior building materials and products, and Misc. Labor and/or Materials, on the following described real property in BROWARD County, Florida.

Job Address: 1320 Funston St Hollywood, Florida 33019-2220

Folio Number: 514223090190

Legal Description: EAST 60 FEET OF LOT 6 IN BLOCK 2 OF HOLLYWOOD GOLF ESTATES SECTION 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, AT PAGE 66, OF THE PUBLIC RECORDS OF BROWARD COUNTY.

NOC: Recorded in Instrument Number: 118517494, according to the Public Records of BROWARD County, Florida

Which property is owned by KAREN AMMAR AND ANY UNKNOWN SPOUSE, of total value of Twelve Thousand Five Hundred and Two Dollars and Ninety Four Cents (\$12,502.94), of which there remains unpaid Five Thousand Six Hundred and Sixty Four Dollars and Thirty Two Cents (\$5,664.32) plus interest, legal fees and collection costs, and furnished the first of the items on December 13, 2022, and the last of the items on January 16, 2023 and that the lienor served her/his notice to owner on December 16, 2022, by Certified Mail; and that the lienor served copies of the notice on the contractor and subcontractor on December 16, 2022.

• Claim of Lien Sec. 713.08, F.S.

- Recording date
- Duration
- Lienor
 - Name
 - Address
 - Amount owed
- Labor, services or materials furnished
- Legal
- Owner
- Time of first and last item of labor or service



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Attorney's Charging Lien

Equitable Right in Common Law

TN 18.06.01

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Background

- Different kind of lien
- Equitable right
- Secures sums due
 - Fees
 - Costs
- Property which serves as security is subject of suit
- Protects rights of attorney
- Must put client on notice that fees and costs will be protected by real property
 - Riveiro v. Mason, 82 So.3d 1094 (Fla. 2d DCA 2012)

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Background

- No statutory guide
- Timely notice
 - Sinclair, Louis, Siegel, Heath, Nussbaum & Zavertnik, P.A. v. Baucom, 428 So.2d 1383 (Fla. 1983)
 - Filing a notice of claim of lien
 - Pursue the lien in original action
 - Summary proceeding
 - Usually in official records
 - May only appear in litigation – Order
- Notice of claim of charging lien vs. Order from court of charging lien

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Priority & Enforcement

- Priority
 - As recorded
- Enforcement
 - Same time period as judgments
 - Sec. 55.10, F.S.
- Additional case law
 - Basic
 - In re Warner's Estate, 160 Fla.460 (Fla. 1948)
 - Failure to allege essential elements
 - Lochner v. Monaco, Cardillo & Keith, P.A., 551 So. 2d 581 (Fla. 2d DCA 1989)
 - (No relation)

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Instr# 118731662 , Page 1 of 12, Recorded 03/14/2023 at 11:20 AM
Broward County Commission

Filing # 168620253 E-Filed 03/13/2023 04:32:07 PM

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**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

DWIGHT MAIZE and LAURA
MAIZE
Plaintiffs,
v.
Blue Water Coast Service LLC, et al
Defendants.

CASE NO.: CACE16017402

DATED this 19th day of September, 2022, at Boca Raton, Palm Beach County, Florida.
CBR Law Group, LLP

By: Donald Thomas by
Donald Thomas, Esq.
Donald Thomas

I ACKNOWLEDGE THAT I/WE HAVE READ, APPROVE AND ACCEPT THE TERMS OF THIS AGREEMENT.
Jacqueline Hyatt
Jacqueline Hyatt

NOTICE OF CHARGING LIEN

COMES NOW, CBR LAW GROUP, LLP, hereby files its Notice of Charging Lien, and shows:

1. It has been the attorney-of-record for Defendant, JACQUELINE HYATT, (hereinafter referred to as "Defendant"), in the above-styled cause.
2. Pursuant to contract, Defendant is presently indebted to CBR LAW GROUP, LLP, for professional legal services rendered and costs incurred in the above-styled cause, together with interest and attorney fees for the bringing of this action. (See Retainer Agreement is attached hereto as *Exhibit "A"*).
3. Defendant owes CBR LAW GROUP, LLP \$3,076.13 in attorney's fees and costs. (See Invoices attached hereto as *Exhibit "B"*).
4. The Defendant owns real property located at 661 SW 7th Street, Pompano Beach, FL 33060, 671 SW 7th Street, Pompano Beach, FL 33060 and other tangible and intangible personal property.
5. A charging lien requires an express or implied contract exist between the attorney and the client. *Sinclair, Louis Siegel, Heath, Nussbaum & Zaverink, P.A. v. Baucum*, 428 So.2d 1383, 1385 (Fla. 1983).

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Research - file to determine who to serve at Section 8 for deposition; e-mail to Atty Brutus requesting copy of the subpoena he will be serving on Miami-Dade County Housing Choice Voucher Program

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*** FILED: BROWARD COUNTY, FL. BRENDA D. FORMAN, CLERK 03/13/2023 04:32:05 PM ***

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TN 18.06.01

- B-I requirement for anything which looks like
 - Notice of charging lien
 - Claim for a charging lien
 - Order for charging lien
- Notice or order must be satisfied or otherwise released of record prior to closing
- Doubts? – contact underwriting counsel



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The Fund

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Support Liens

Sec. 61.14(6)(a)1, F.S.
TN 18.06.10

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Periodic Payments – Background

- Periodic payments
 - Order to pay per month
 - Not an automatic lien on real property
- No requirement necessary for commitment



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Lump Sum – Background

- Final judgment for lump sum child support
- Subject to provisions of Sec. 55.10, F.S.
 - Knox's Basic Judgment Lien Paradigm or
 - A, B, C, D of Easy Guide to Perfected Judgments
- If perfected, then it is a B-I requirement for commitment
 - Satisfaction by recipient parent or
 - Release by recipient parent
 - TN 18.06.10

Arrearage – Background

- Child support payments
 - Delinquent if not paid when due
 - May become judgment by operation of law after notice
 - Sec. 61.14, F.S.
- Obligor is 15 days delinquent
- Local depository shall serve notice
 - Details of delinquency
 - Fees and costs
 - Right to object
 - Possible report to credit agencies

Arrearage – Service

- Service by first class mail
- Service is complete on date of mailing



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Arrearage – Post Notice

- Obligor has 15 days from service to contest
- Court shall hear motion within 15 days
- After hearing or
- No motion filed and no payment
 - Final judgment by operation of law
 - 16 days after completion of service
- No further steps for perfection
 - No certified copy required
- Sec. 61.14, F.S.



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Estoppel Request – Sec. 61.14 (6)(f)

- Payoff statement
 - Any person may request
 - Local depository (county clerk) shall issue
 - Service charge up to \$25
 - Total amount due at time of request
 - Good for 30 days from issue
 - Unless proof of satisfaction of judgment is provided
- When current, depository shall record satisfaction of judgment upon
 - Request and
 - Payment of recording fee

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Making Payments

Additional Payment Options

Mail

Florida State Disbursement Unit
P.O. Box 8500
Tallahassee, Florida 32314-8500

You will need to include your name, the other parent's name, and child support case number or depository number.

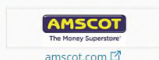
MyFloridaCounty

MyFloridaCounty.com

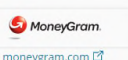
Fees: Credit card fee is 3.5%. The electronic check fee is \$5.
Processing time: Credit card is 2 days and electronic check is 4 days.

[Visit myfloridacounty.com](http://myfloridacounty.com)
to make a payment »

Money Transfer Services



Fees: Vary by service and payment amount.
Processing time: Up to 7 business days.



moneygram.com

Depository Number

Your Florida depository number is 13 digits starting with a county code followed by your court case number. When making payments online, choose your county from the options list and enter the remaining 11 digits in the Court Case Number field.

Example: Your depository number: 01220000005XX

Choose the county. In this example 01 = Alachua, and enter 220000005XX as the Court Case Number

County (2 digits)	+ Court Case Number (11 digits)	= Depository Number (13 digits)
01	220000005XX	01220000005XX

Case Information:

Depository Number is County + Court Case Number (13 digits)

County (2 digit code):

Alachua-01

Court case number (11 digit code):

220000005XX

Child Support Case Number (10 digit code):

Your depository number is available in your eServices account. If you don't know your depository number or your order was issued in another state, please call the State Disbursement Unit: 1-877-769-0251.

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Partial Release

- Depository at direction of
 - Department of Revenue or
 - Recipient in non-IV-D case
- May partially release judgment as to specific real property
- Upon receipt of appropriate recording fee
- Sec. 61.14(6)(f)3, F.S.

Duration

- The obligation to pay child support terminates when
 - Child reaches 18 or
 - Disability of nonage is removed (emancipation)
- The termination of current child support does NOT terminate obligation to pay
 - Arrearage
 - Retroactive
 - Delinquency or
 - Costs owed
- Sec. 61.14(9), F.S.

With a Hearing

- Certification of delinquency
- Notice
- No motion filed
- Final judgment by operation of law
- No requirement for certified copy



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Doc # 2023067555, OR BK 20636 Page 1035, Number Pages: 3,
Recorded 04/05/2023 09:09 PM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY

Filing # 170281979 E-Filed 04/04/2023 10:57:46 AM

IN THE CIRCUIT COURT FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA
CASE NO: 16-2006-DB-6053-PM
DIVISION: FM-D

PAULA CYNNEA MCNEAL, and STATE OF
FLORIDA, DEPARTMENT OF REVENUE,

Petitioners,

vs.

DEMETRIUS JENNINGS,
aka DIMITRIA JENNINGS,

Respondent.

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ORDER GRANTING MOTION FOR CONTEMPT ORDER REINSTATING DRIVER LICENSE REPORT OF THE SUPPORT ENFORCEMENT HEARING OFFICER

THIS CAUSE came before Garrett N. Barker, Support Enforcement Hearing Officer, pursuant to Rule 12.491, Fla. Fam. L.R.P., and Administrative Orders of this Circuit, on March 21, 2023, upon a motion for contempt. Present at the hearing, via Zoom, were the Department of Revenue, Shane C. Madden, Esq., counsel for DOR, and

X, NMP, ___ MP, ___ counsel for NMP, ___ counsel for NMP

REFERENCES

"NMP" refers to Dimitria Jennings, the non-majority party/Obligor.

"MP" refers to Paula McNeal, the majority party/Obligee.

The term "majority" is intended to imply the party with whom the child(ren) spends the majority of time but does not address custody or time-sharing.

"Depository" refers to Domestic Relations Depository.

FINDINGS

The Support Enforcement Hearing Officer, having reviewed the Court file, received testimony, and heard argument of counsel, finds:

a. The Court has jurisdiction over the parties and the subject matter raised in the pleadings, and the Support Enforcement Hearing Officer has authority to hear this matter.

b. Obligor received proper notice of these proceedings.

c. An order was issued in this action ordering Obligor to pay child support of \$400.00 per month as well as an additional payment of \$20.00 per month toward arrearages.

d. The Depository records as of March 17, 2023, reflect that Obligor is in arrears in the amount of \$27,402.82. Jurisdiction is retained to determine interest.

e. Obligor had and presently has the ability to pay the sums required by the prior Court order based upon the presumption of validity of the prior Court order.

ACCEPTED: DUVAL COUNTY, JODY PHILLIPS, CLERK, 04/05/2023 02:46:10 PM

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Hospital Claim of Lien

TN 18.06.06
County Ordinances

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Background

- Designed to place a lien on proceeds of a suit or insurance proceeds
- Generally considered not to affect real property
- Hospital is putting law firm or an insurance company on notice



Background

- Created by special acts or local ordinances
- Lien for services provided for injury or illness
- Lien upon all
 - Causes of action
 - Suits
 - Claims
 - Counterclaims
 - Demands
 - Settlements
 - Judgments



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HOSPITAL CLAIM OF LIEN

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STATE OF FLORIDA
COUNTY OF BROWARD

RE: ORAGENE, CYNTHIA
ACCOUNT#: 234389718

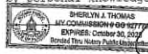
BEFORE ME, the undersigned notary public, personally appeared LAQUANIA MCLEOD, residing at Broward County, FL. Who was duly sworn and says that she is the duly authorized agent of the North Broward Hospital District, operating and doing business as BROWARD HEALTH NORTH at 201 E. SAMPLE ROAD DEERFIELD BEACH, FL 33064 and further says that:

1. ORAGENE, CYNTHIA whose address as shown on the Hospital Records is 1919 19TH LN GREENACRES FL 33463 was admitted as a patient in such Hospital on 03/22/23 and discharged as an out-patient.
2. The Hospital claims \$ 9216.25 is due for care, treatment and maintenance of said patient during the aforesaid period of time, as attached statement.
3. To the best knowledge of the undersigned, the patient or his legal representative claims the following persons, firms, or corporations, at the address shown, are liable on account of the illness or injuries which made the aforesaid hospitalization necessary:

CYNTHIA ORAGENE (PT)	BLUE CROSS PPC
1919 19TH LN	PO BOX 1798
GREENACRES FL 33463	JACKSONVILLE, FL 32231

4. This Claim is filed pursuant to Chapter 16 of the Broward County Code.
5. The undersigned certifies that a copy of this claim will be sent by certified mail, postage prepaid, to each person, firm or corporation identified in Paragraph 3 above within one day after filing this claim.

Subscribed and sworn to before me this day of 03/27/2023 whose signature was verified by personal knowledge of my license



NORTH BROWARD HOSPITAL DISTRICT
d/b/a
BROWARD HEALTH NORTH
LAQUANIA MCLEOD
COLLECTIONS SUPERVISOR

Prepared by: HAMA63
NORTH BROWARD HOSPITAL DISTRICT, CENTRAL BUSINESS OFFICE,
1608 S.E. 3RD AVENUE, FORT LAUDERDALE, FL 33316

Hospital Claim of Lien

- Pursuant to Chapter 16 of Broward County Code
- Lists responsible parties
- Not a lien on real property



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The Fund

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Sec. 16-13. - Established.

Every individual, partnership, firm, association, corporation, institution and governmental unit, and every combination of any of the foregoing, operating a hospital shall be entitled to a lien for all reasonable charges for hospital care, treatment and maintenance of ill or injured persons upon any and all causes of action, suits, claims, counterclaims and demands accruing to the persons to whom such care, treatment or maintenance are furnished, or accruing to the legal representatives of such persons, and upon all judgments, settlements and settlement agreements rendered or entered into by virtue thereof, on account of illness or injuries giving rise to such causes of action, suits, claims, counterclaims, demands, judgment, settlement or settlement agreement and which necessitate or shall have necessitated such hospital care, treatment and maintenance.

(Sp. Acts 1955, Ch. 30615, § 1)

- Pursuant to Chapter 16 of Broward County Code

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TN 18.06.06

- Hospital claim of lien may purport to impose a lien on real property
 - States it is a lien on real property and/or
 - Includes a legal description
- Contact underwriting counsel



PACE Liens

Property Assessed Clean Energy Loans

Sec. 163.08, F.S.



Background

- Alternative financing for improvements
 - Renewable energy
 - Energy efficiency
 - Wind Resistance
 - Secs. 163.08 & 288.9602-288.9610, F.S.
- Voluntary participation by local government
- Secured by financial agreement between owners and local government
 - May be administered by private entity
 - Payments via special assessment on tax bill
 - Assumable with no approval



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Requirements

- Owner must send notice to current mortgage holder or servicer
 - 30 days prior to entering into agreement
 - Details of agreement
 - Verified copy or other proof of notice to be provided to local government
- Acceleration or unilateral modification of existing loan/mortgage can not be solely due to entering a PACE agreement
- Sec. 163.08(13), F.S.



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Requirements

- Before agreement
 - All owners must agree to provisions of agreement
- After agreement
 - Requires owner to give written disclosure of assessment to prospective purchaser
 - At or before execution of contract
 - Sec. 163.08(14), F.S.
 - New owner subject to financing agreement



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Critical Information

- No discount for early payments
 - November vs. March
 - Sec. 163.08(4), F.S.
- May need to pay in full prior to sale or refinance
 - New mortgage will not accept second position
 - Fannie Mae and Freddie Mac require payoff
- Will cause
 - Escrow shortage first year
 - Significant adjustment to escrow payments



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Notice of PACE Agreement

- Record in public records
 - Summary Memorandum of Agreement
 - Addendum to Financing Agreement
- Priority
 - Superior to all private liens including
 - Purchase money mortgages
 - Deeds of trust
 - Other security instruments
 - Assessment is non-ad valorem
 - No foreclosure
 - Tax certificate for failure to pay



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Duration / Extension

- Duration
 - Pursuant to Agreement or Addendum
- Extension
 - None
- Additional information
 - The Good, The Bad & The Ugly of PACE Financing
 - The Fund's on-demand webinar
 - www.FloridaPACE.gov



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This instrument was prepared by or under the supervision of (and after recording should be returned to):

Joseph P. Stanton
Broad & Cassel
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE
FLORIDA RESILIENCY AND ENERGY DISTRICT AND BROWARD COUNTY**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this 2nd day of February, 2017, by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and **BROWARD COUNTY**, a political subdivision of the State of Florida (the "County") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the jurisdictional boundaries of the County.

WITNESSETH

WHEREAS, pursuant to Section 163.08(1), Florida Statutes ("F.S."), the Florida legislature determined that certain renewable energy, energy conservation and efficiency, and wind resistance improvements ("Qualifying Improvements") provide a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

WHEREAS, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the Florida legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

WHEREAS, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time, most recently on January 10, 2017, (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, any subsequent parties thereto (the "FRED Public Agencies"), and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDPC"), and together with the Public Agencies, the "FRED Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate jurisdictional boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

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FDPC-12-21-16

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the jurisdictional boundaries of the County to access the PACE program and permit FRED to administer the PACE program within such jurisdictional boundaries.

SECTION 16. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser within the jurisdictional boundaries of the County, which shall provide for the collection and distribution of any of the voluntary non-ad valorem special assessments imposed by FRED within the jurisdictional boundaries of the County. If required by the tax collector and property appraiser, the County agrees to enter into those agreements as a third-party to facilitate the collection and distribution of the voluntary non-ad valorem special assessments imposed by FRED.

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Florida HERO Financing Program™ Application

P. 833 HERO-411

13400 W. Bernardo Drive, San Diego, CA 92127

E. info@herofinancing.com

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1. Program Disclosures and Disclaimers.

- a. **Existing Mortgage.** The Program establishes the manner by which FDPC may finance, pursuant to Sections 163.08 and 288.9602-288.9610, of the Florida Statutes, as amended and supplemented, the installation of Eligible Products. Eligible Products will be financed pursuant to a Financing Agreement between the Applicant(s), FDPC, and the Local Government.

BEFORE COMPLETING A PROGRAM APPLICATION, YOU SHOULD CAREFULLY REVIEW ANY MORTGAGE AGREEMENT(S) OR OTHER SECURITY INSTRUMENT(S) WHICH AFFECT THE PROPERTY OR TO WHICH YOU AS THE PROPERTY OWNER ARE A PARTY. ENTERING INTO A FINANCING AGREEMENT WITHOUT THE CONSENT OF YOUR EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH MORTGAGE AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING MORTGAGE AGREEMENT OR SECURITY INSTRUMENT, IN ADDITION, FANNIE MAE AND FREDDIE MAC, THE OWNER OF A SIGNIFICANT PORTION OF ALL HOME MORTGAGES, STATED THAT THEY WOULD NOT PURCHASE HOME LOANS WITH ASSESSMENTS SUCH AS THOSE OFFERED BY THE PROGRAM. THIS MAY MEAN THAT PROPERTY OWNERS WHO SELL OR REFINANCE THEIR PROPERTY MAY BE REQUIRED TO PREPAY SUCH ASSESSMENTS AT THE TIME THEY CLOSE THEIR SALE OR REFINANCING.

If your Lender requires an impound or escrow for your property taxes, please consider notifying them of the annual assessment payment amount so they can adjust your impound or escrow amount.

must not exceed 2% of the just value of the property, as determined by the county property appraiser or by other valuation methods provided for

- b. **Tax Sale.** The Property Owner acknowledges that if any assessment installment is not paid when due, the enforcement and collection procedures set forth in the Uniform Assessment Collection Act (Section 197.3632, Florida Statutes) may be employed which could result in a sale of tax certificates for the Property and the ultimate sale of the Property for the payment of the delinquent assessment installments, associated penalties, interest and other costs.

security number(s) is provided on this Application

3. I understand that it is my responsibility to receive, read and understand all documents comprising the Program, which, in addition to information on the

- d. **Program Administration Fee.** At the time of closing, the Program will charge a one-time program administration fee of 4.99% of the Project Cost to cover the cost of administering the Program. This fee will be included in the principal amount of the assessment.

I am also aware that Property owners are encouraged to consult with legal counsel or a tax professional of their choice before entering into a Financing Agreement.

4. I am applying to participate in the Program. I have the authority, without the consent of any third party, to execute and deliver this Application, the Financing Agreement, and the various other documents and instruments referenced herein.

5. I understand that the financing provided pursuant to the Financing Agreement will be repaid through an assessment levied against the Property. I consent to, and understand that a Summary Memorandum of the Financing Agreement will be recorded in the public records of the county within

Florida HERO Financing Program Application - Version 1.0 - June 2017

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Instr# 117773644 , Page 1 of 1, Recorded 12/02/2021 at 08:48 AM
Broward County Commission

BROWARD COUNTY
NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

PERMIT NUMBER: _____

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX PLOT NO. 4841 21 30 0069
SUBDIVISION: _____ BLOCK: _____ TRACT: _____ LOT: _____ BLK: _____ UNIT: _____
9655 NW 26 CT Coral Springs, FL 33065

2. GENERAL DESCRIPTION OF IMPROVEMENT:
12 impact windows 3 impact doors

3. OWNER INFORMATION: a. Name: WILLIAM & SUZANNE SANTANA
b. Address: 9655 NW 26 CT CORAL SPRINGS, FL 33065 c. Interest in property: _____

Name and address of the single titleholder (if other than Owner): _____

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:
NEWSOUTH WINDOW SOLUTIONS, 1401 S. STATE RD 7 NORTH LAUDERDALE, FL 33068
954-830-8300

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT: _____

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a) 5, Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lender's Notice as provided in Section 713.13(1)(b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER THE FLORIDA STATUTES AND CAN RESULT IN YOUR PAYING DOUBLE THE AMOUNTS TO YOUR CONTRACTOR. ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER THE FLORIDA STATUTES AND CAN RESULT IN YOUR PAYING DOUBLE THE AMOUNTS TO YOUR CONTRACTOR. ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER THE FLORIDA STATUTES AND CAN RESULT IN YOUR PAYING DOUBLE THE AMOUNTS TO YOUR CONTRACTOR.

Signature of Owner: _____ William Santana
Owner's Address: _____
State of Florida: _____
County of Broward: _____
The foregoing instrument was acknowledged before me on this 18th day of November, 2021, by _____ who is personally known to me or produced the following type of identification: _____
Signature of Notary Public: _____

Under Penalties of perjury, I declare that I have read the foregoing and that the facts set forth are true to the best of my knowledge and belief. (Section 92.02, Florida Statutes)

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- NOC
- Recorded Dec. 2, 2021
- 12 windows and 3 doors
- Expires (blank) so 1 year
- Signed Nov. 18, 2021



Instr# 117614407 , Page 1 of 2, Recorded 12/20/2021 at 11:13 AM
Broward County Commission

DocuSign Envelope ID: 1A6FD16A-0B24-437B-B353-0A6CF29E2699

GREEN CORRIDOR

RECORDED AND PREPARED BY AND
AFTER RECORDATION RETURN TO:
Ygrene Energy Fund
2100 S. McDowell Blvd.
Petaluma, CA 94954

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY
SUMMARY MEMORANDUM OF AGREEMENT

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE The property referenced herein is located within the jurisdiction of the Green Corridor Property Assessment Clean Energy (PACE) District, a local government that has placed an assessment on the property pursuant to §162.08, Florida Statutes. The assessment is for a Qualifying Improvement to the property relating to energy efficiency, renewable energy, or wind resistance.

This Summary Memorandum of Agreement, dated 11/09/2021, provides notice that the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and political entity organized and existing under the laws of the State of Florida whose address is 1305 N.W. 14th Road, Suite 100, Fort Lauderdale, FL 33304, (the "District") and all of the persons or entities identified below as the "Owner(s)" of the real estate in the property identified in Exhibit A (the "Property"), have entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement") for the purpose of financing the Qualifying Improvements listed in Exhibit B on the Property. The parties agree that the District will collect a non-voluntary special assessment to repay the costs of funding the Qualifying Improvements. The assessment to be levied on the Property constitutes a lien of equal dignity to county taxes and assessments that is effective from the date of recordation of the Summary Memorandum of Agreement. The final principal amount of the assessment will be set forth in an addendum to the Agreement to be recorded in the public records in the applicable county upon completion of the installation of the Qualifying Improvements. Except as otherwise provided in the Agreement, the Agreement shall expire upon the final payment or full payment of the non-voluntary special assessment.

The financing is not being administered by your local municipal or county government, property appraiser, or tax collector. Questions regarding the financing should be directed to Ygrene's Toll-Free Telephone Number (866-634-1383) or Customer Service Email Address (customerservice@ygrene.com)

DESCRIPTION OF ESTIMATED COSTS AND TERMS OF FINANCING

INTEREST RATE: 7.990 %	REPAYMENT TERM: 30 years
Maximum Annual Assessment: \$6,916.89	
Project Number: FL-316-49279P	*Not including admin and security fees

Exhibit A: PROPERTY (LEGAL DESCRIPTION)
ROYAL PALM VILLAGE 131-05 B LOT 6 BLK A

Exhibit B: INITIAL DESCRIPTION OF QUALIFYING IMPROVEMENTS
High-Impact Windows, High-Impact Sliding Glass Doors

Ygrene SUMMARY MEMORANDUM OF AGREEMENT 01/01/2022 1
FL-316-49279P

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- 2 Page Summary Memorandum of Agreement
- Recorded Dec. 20, 2021
- Costs and terms of financing
- Maximum total financing amount
- Maximum annual assessment
- Legal description
- Initial description of qualifying improvements



Instr# 117814407, Page 2 of 2, End of Document

DocuSign Envelope ID: 1A0F016A-0B24-437B-B353-6AC6728E2890

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PROPERTY INFORMATION - Project Number: FL-336-4WQ27P

County: Broward

Folio Number: 48-41-21-30-0050

Property Street Address: 9555 NW 26TH CT

City: CORAL SPRINGS

State: FL

Zip: 33065

Owner 1: William Santana

Owner 2: Susanna Santana

Owner 3:

Owner 4:

Owner 5:

Owner 6:

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

Name of Signatory: Paul Winklopin

WET SIGNATURE

Title of Signatory: DISTRICT OFFICER

Date: 12/17/2021

Paul Winklopin

DISTRICT NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ video notarization, this _____ day of December, 20____ at _____ by _____ Paul Winklopin _____ who is personally known to me or whose true identity is produced _____ as identification.

[SEAL]


Notary Public, State of Florida

Michael J. Papp
Commission # RH 132537
Notary Public - State of Florida
My Commission Expires May 22, 2025

PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER



SUMMARY MEMORANDUM OF AGREEMENT

01/01/2020

BY VAR CONTRACT

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DocuSign ID: 8827233-03F-419F-8D34-824343434343

Page 10 of 10

12/16/2021 09:04:03

DocuSign

- 2nd Page of Summary Memorandum of Agreement
- Street address & Owners
- Paul Winkeljohn signed
- Notarized

Inst# 21925978 , Page 1 of 2, Recorded 02/06/2022 at 04:05 PM
Broward County Commission
Mtg Doc Stamp: \$0.00 Int Tax: \$0.00

GREEN CORRIDOR

RECORDED AND PREPARED BY:
AND AFTER RECDATION RETURN TO:
Kymberly Hargis/Lead
21001 Macmillan Blvd.
Fort Lauderdale, FL 33311

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SPAC ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ADDENDUM TO FINANCING AGREEMENT

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE.
The property referenced herein is located within the jurisdiction of the Green Corridor Property Assessment Clean Energy (PACE) District, a local government that has placed an assessment on the property pursuant to §163.08, Florida Statutes. The assessment is for a "Qualifying Improvement" to the property relating to energy efficiency, renewable energy, or wind resistance.

This Addendum to the Financing Agreement (the "Addendum"), dated 02/04/2022, provides notice that the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and public utility organized and existing under the laws of the State of Florida whose address is 5185 NW 1st Road, Suite/F, Ft. 33351 (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified in Exhibit A (the "Property"), have entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement"). A Summary Memorandum of Agreement, summarizing the Agreement, was recorded in the public records of _____ County of _____, FL 33351 in official record book _____, Instrument # 11701462, _____ Pages _____, _____, _____ In the Agreement the parties agreed that the District will collect a non-voluntary special assessment on the tax bill for the Property to reimburse the cost of funding the Qualifying Improvements. As of the recording of this Addendum, the Owner has certified to the District that the Qualifying Improvements described in Exhibit B have been completed. Accordingly, this Addendum supplements the previously recorded Summary Memorandum Agreement with the Final Description of Qualifying Improvements described in Exhibit B. The total financed amount, annual obligation, and duration of the non-voluntary special assessment on the Property are set forth in Exhibit C.

The financing is not being administered by your local municipal or county government, property appraiser, or tax collector. Questions regarding the financing should be directed to Ygrene's Toll-Free Telephone Number (866-434-1358) or Customer Service Email Address (customer_care@ygrene.com)

Exhibit A: PROPERTY (DESCRIPTION)

ROYAL PALM VILLAGE 131-35 B LOT 8 BLK A

Exhibit B: FINAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

High-Impact Windows, High-Impact Ebbing Glass Doors

Exhibit G:

Repayment Term: ____ 36 ____ years

Interest Rate: 2.99% w

Final Annual Special Assessment+\$2,576.33

*Not including administration and county fees

ADDENDUM TO FINANCING AGREEMENT
DSC 01 PLN 2.3

01/01/2021
FL-329-49273P

1

- Addendum to Financing Agreement
- After improvements
- Legal Description
- Final description of improvements
- Final Terms
 - 30 years – rate 7.99 %
 - \$3,975.33 per year
 - \$119,259.90 in total

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PROPERTY INFORMATION - Project Number: FL-336-4WQ7P
County: Broward File Number: 48-41-21-30-0060

Property Address: 9655 NW 26TH CT, CORAL SPRINGS, FL 33065

Owner 1: William Santana
Owner 2: Suzanne Santana
Owner 3:
Owner 4:
Owner 5:
Owner 6:

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

Name of Signatory: Paul Winkeljohn
Title of Signatory: DISTRICT OFFICER
DATE: 2/7/2022
WET SIGNATURE:

DISTRICT NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 7 day of February 2022 by Paul Winkeljohn, personally known to me or who has been produced to me as identification.

(SEAL)
Notary Public, State of Florida
PRINT NAME OF NOTARY: Paul Winkeljohn
COMMISSION NUMBER: 18115537
My Commission Expires May 22, 2025



ADDENDUM TO FINANCING AGREEMENT
DOC ID: FLGC-3.3 01/01/2020
FL-336-4WQ7P

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- 2nd Page of Addendum to Financing Agreement
- Street address & Owners
- Paul Winkeljohn signed
- Notarized

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PARCEL NUMBER 484121-30-0060

SANTANA, WILLIAM &
SANTANA, SUZANNE
9655 NW 26TH CT
CORAL SPRINGS, FL 33065-4987

2022 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Broward County Taxing Authorities
Broward County Governmental Center
115 South Andrews Avenue, Fort Lauderdale, Florida 33301-1899

DO NOT PAY THIS IS NOT A BILL

The taxing authorities which set property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year.

The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax and budget PRIOR TO TAKING FINAL ACTION.

Each taxing authority may AMEND OR ALTER its proposed hearing.

The taxing authorities listed below set your tax rates. The Broward County Property Appraiser sets your property value and applies exemptions.

If you have questions regarding your value or exemptions, please call the appropriate department listed on the back of this form.

YOUR PROPERTY VALUE LAST YEAR

	COUNTY	SCHOOL BOARD	MUNICIPAL	INDEPENDENT
Market Value	289,710	289,710	289,710	289,710
SOH Red./Portability	196,030	196,030	196,030	196,030
10% Cap Reduction	0	0	0	0
Agricultural Classification	0	0	0	0
Other Reduction	0	0	0	0
Assessed/SOH	193,680	193,680	193,680	193,680
Homestead	25,000	25,000	25,000	25,000
Add Homestead	25,000	0	25,000	25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Other Exemption	0	0	0	0
Taxable	143,680	168,680	143,680	143,680

See reverse side for an explanation of above listed values.

YOUR PROPERTY VALUE THIS YEAR

	COUNTY	SCHOOL BOARD	MUNICIPAL	INDEPENDENT
Market Value	429,030	429,030	429,030	429,030
SOH Red./Portability	229,540	229,540	229,540	229,540
10% Cap Reduction	0	0	0	0
Agricultural Classification	0	0	0	0
Other Reduction	0	0	0	0
Assessed/SOH	199,490	199,490	199,490	199,490
Homestead	25,000	25,000	25,000	25,000
Add Homestead	25,000	0	25,000	25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Other Exemption	0	0	0	0
Taxable	149,490	174,490	149,490	149,490

Proposed Ad Valorem Taxes

TAXING AUTHORITY (DEPENDENT TAXING DISTRICT - MDT)	LAST YEAR'S ACTUAL TAX RATE	THIS YEAR'S PROPOSED TAX RATE	YOUR PROPERTY TAXES LAST YEAR	YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	A PUBLIC HEARING ON THE PROPOSED TAXES AND BUDGET WILL BE HELD	YOUR TAX RATE THIS YEAR IF NO BUDGET CHANGE IS MADE	YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE
CO COUNTY COMMISSION	5.5134	5.5304	792.17	826.77	PH 954-831-4000: COMMISSION CHAMBERS, 4TH FLOOR 115 S ANDREWS AVE., FT. LAUD., SEPT 8, 5:00 PM	5.0433	752.92
VOTER APPROVED DEBT LEVY	0.1556	0.1584	22.36	20.69		0.1384	20.69
BROWARD PUBLIC SCHOOLS	3.5700	3.2630	602.19	558.89	PH 754-321-2225: KATHLEEN C. BRIGHT ADM. BLDG. 600 SE 3 AVE., FT. LAUD., SEPT 13, 5:00 PM	3.1413	558.11
BY LOCAL BOARD	2.7480	2.7480	462.53	479.50		2.4488	427.29
VOTER APPROVED DEBT LEVY	0.1441	0.1873	24.31	32.68		0.1873	32.68
MUNICIPAL	6.0232	6.0232	865.41	900.41	PH 954-346-1723: CORAL SPRINGS CITY HALL 9500 W SAMPLE ROAD, SEPT 12, 5:15 PM	5.5108	823.81
VOTER APPROVED DEBT LEVY	0.2303	0.2114	33.09	31.60		0.2114	31.60
INDEPENDENT DISTRICTS	0.1061	0.0948	15.24	14.17	PH 561-886-8800: 3301 GUN CLUB RD, BLDG B-2 W PALM BEACH, SEPT 9, 5:15 PM	0.0948	14.17
SOUTH FL WATER MGMT D-DEERCHERRY SALIN	0.0346	0.0326	16.47	15.34		0.0326	15.34
SOUTH FL WATER MGMT D-VERGLADES COUNT	0.0345	0.0327	5.24	4.89	PH 561-827-5386: WCAP BUILDING 221 SW 3 AVE, FORT LAUDERDALE, SEPT 8, 5:05 PM	0.0327	4.89
FLORIDA INLAND NAVIGATION DISTRICT	0.0320	0.0320	4.60	4.78	PH 954-377-1000: CSC, 6600 W COMMERCIAL BLVD LAUDERDALE, SEPT 9, 5:00 PM	0.0320	4.78
CHILDREN'S SERVICES COUNCIL	0.4699	0.4699	67.52	70.25	PH 954-873-7481: 1601 S ANDREWS AVE, STE 100 FORT LAUDERDALE, SEPT 19, 5:30 PM	0.4305	64.36
NORTH BROWARD HOSPITAL DISTRICT	1.2770	1.6029	183.48	239.62		1.1638	173.98
TOTAL AD VALOREM TAXES			3,095.61	3,199.59			
**TOTAL NON-AD VALOREM ASSESSMENTS			956.04	995.63			
TOTAL OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS (SEE REVERSE SIDE FOR DETAILS)			4,051.65	4,195.42			2,922.13

*Note: Amounts shown on this form do NOT reflect only payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

**If you feel the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected above, contact the Broward County Property Appraiser at: 954-357-4811. OR: 954-357-4825. 115 S ANDREWS AVE., RM 111 FT. LAUDERDALE, FL 33301-1899.


**If the Property Appraiser's office is unable to resolve the matter as to market value, classification or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Broward County Property Appraiser and must be filed on or before - September 15, 2022.

*Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district and possible or additional ad valorem penalties.

**** SEE REVERSE SIDE FOR NON-AD VALOREM ASSESSMENTS AND EXPLANATIONS**

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STATEMENT DATE: 08/16/19
PAYOFF AMOUNT: \$12,992.12
VALID THROUGH: 12/15/2019
COUNTY: Broward
PROPERTY OWNER(S): [REDACTED]
PARCEL ID: [REDACTED]
PROPERTY ADDRESS: [REDACTED]

STATEMENT DATE: 08/16/19
PAYOFF AMOUNT: \$12,992.12
VALID THROUGH: 12/15/2019
COUNTY: Broward

PACE ASSESSMENT PAY-OFF STATEMENT
ORIGINAL ASSESSMENT: \$12,425.84
ASSESSMENT DATE: 2019-04-03
ASSESSMENT CONTRACT ID: FL01-0018833
BOND ID: 2016R1-190403

PAYOFF BREAKDOWN

Prepaid Assessment Principal:	\$12,425.84
Delinquent Assessment Installments:	
Prepayment Processing Fee:	\$100.00
Prepayment Fee:	
Recording Fee:	\$32.00
Interest:	\$434.28
CREDITS:	
Current Year Assessment Payments	
Reserve Fund	
Capitalized Interest	
Excess/Unexpected Project Funds	
Waiver of Prepayment Fees	
Payoff Amount	

PAYMENT STUB
 (Please include with check remittance)
TOTAL PAYOFF AMOUNT IS \$12,992.12 AND IS GOOD THROUGH 12/15/2019


MAIL IN PAYMENT INSTRUCTIONS
 Please provide notification of payment via email to: inquiry@CPFACE.com. Include your check number, parcel ID (APN), and Assessment Contract ID in your email notification. Please mail your check made payable to: **FLORIDA PACE FUNDING AGENCY**.
 Via Air Mail
 211
 H&M

PLEASE NOTE: This assessment will be enrolled for the 2019 tax year on 9/1/2019. The payoff calculation is not reduced by the amount of the assessment payment for the 2019 tax year, which is due by 3/31/2020. We will make every effort to remove your assessment from the tax role. If we are unable to remove your assessment from the tax roll, when we receive the assessment payment from the tax collector we will remit the funds to you, net of any collection costs of the Agency, the tax collector and the property appraiser in accordance with the instructions from the property owner.


Property Owner Signature: [Signature]
 Requester's Initials: [Signature]

Date: 8/19/2019 | 11:06 AM PDT

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PAYOFF QUOTE

PROPERTY INFORMATION
 PARCEL NUMBER: [REDACTED]
 PROPERTY ADDRESS: [REDACTED]
 COUNTY: Broward

Dated: 2/4/2021

PROJECT ID

TOTAL PAYOFF AMOUNT DUE IF PAID BY 2/28/2021: **\$20,930.42**

PAYOFF PROCESSING

TOTAL PAYOFF AMOUNT DUE IF PAID BY 3/31/2021: **\$21,048.13**

FOOTNOTES:

1. Remaining Balance: Total amount due to pay off your PACE assessment in full. This includes Outstanding Principal, Interest and Redemption Premium. Once Payoff Amount is received and processed the Satisfaction of Agreement will be recorded with the County. The Tax Year 2020 PACE assessment will be removed from your property tax bill which will prompt your taxing authority to generate a corrected tax bill. If you do not receive a corrected tax bill or, have already paid your tax bill and have not received a refund from the county, please contact Ygrene.
2. Fee includes the removal of the assessments from the property tax bill, recording of the Satisfaction of Agreement with the County and Escrow Agent fee.
3. Your payment will be returned if your check has a different amount other than the Total Payoff Amount. Interest is accrued as of January 1, 2021 through Paid By Date.
4. Please send payment 5 to

PAYMENT INSTRUCTIONS


ACCEPTABLE PAYMENT METHODS: CASHIERS CHECK OR ESCROW CHECKS
NO PERSONAL CHECKS WILL BE ACCEPTED.

PLEASE REMIT PAYMENT BY U.S. OR CERTIFIED MAIL OR OVERNIGHT DELIVERY SERVICE TO:

PLEASE MAKE YOUR CHECK PAYABLE TO: ZIONS BANK AS TRUSTEE FOR GREEN CORRIDOR PACE
 ZIONS BANK, NATIONAL ASSOCIATION
 ATTENTION: CORPORATE TRUST DEPARTMENT
 550 SOUTH HOPE STREET, SUITE 2875
 LOS ANGELES, CA 90071

NOTICE:
 Payments will be validated by Zions Bank prior to acceptance. Any changes or modifications to this document will void the payoff quote. Please allow 3 to 4 weeks to record the Satisfaction of Agreement. Please note that Zions Bank does not participate in the Payoff process. Please contact Ygrene Customer Care for questions regarding the payoff process. Ultimately the property owner is responsible for ensuring the payoff process is completed successfully.

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Timing of Assessment

- Servicer sends assessment amount to tax collector around June 1st each year
- Once sent, payoff may not include that assessment
- Keep alert for Summary Memorandum of Agreement or Amendment to Agreement
- Assessment amount may not be on tax bill
- Will need to be paid in full if there is a new loan
- May also need to make first payment plus administrative fees



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Ghost Assessment

- Improvement is complete
- First assessment
 - Sent to assessor around June 1st
 - May not appear on Trim Notice
- Closing in October
- Receive a payoff of PACE loan
 - Does not include first assessment because it has been sent to the assessor
- Will need to hold the assessment plus a small administrative fee until first tax bill



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What to Do?

- PACE loans are different
- Do not discount
- Try to verify if current assessment has been sent to tax collector
- Require parties to execute a re-proration/post-closing adjustment agreement for
 - Ad valorem and
 - Non-ad valorem taxes
- Escrow funds until tax bill
- Call underwriting for further instructions



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PACE Resources

- The Good, The Bad & The Ugly of PACE Financing
 - On-demand webinar at www.TheFund.com
- “Tips for Addressing PACE Liens,” 52 *Fund Concept* 1 (Jan. 2020)
- “Keeping Pace with P.A.C.E. Liens,” 50 *Fund Concept* 102 (Oct. 2018)
- “PACE Picks up in Florida,” 49 *Fund Concept* 101 (Sep. 2017)



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Review

- Construction liens
 - Relate back to the NOC
- Attorneys' charging liens
 - Looks like a charging lien or notice make it a requirement
- Support liens
 - Lump sum in a final judgment needs to be perfected
 - Delinquency with notice and time requires no further perfection
- PACE liens
 - Payoff amount may not be accurate



Review

- Hospital liens
 - Lien on the claim
 - Not a lien on real property
 - Review to see if it attempts to attach to real property



AFTER RECORDING - RETURN TO:

PERMIT NUMBER: _____

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY** (Legal description of the property & street address, if available) **TAX FOLIO NO.:** 5142 23 09 0190

SUBDIVISION _____ **BLOCK** _____ **TRACT** _____ **LOT** _____ **BLDG** _____ **UNIT** _____
HOLLYWOOD GOLF ESTATES SEC ONE 53-50 B LOT 6 E 60 BLK 2

2. **GENERAL DESCRIPTION OF IMPROVEMENT:**
Solar Panels on Roof

3. **OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:**

a. Name and address: Karen Ammar & 1320 FUNSTON ST HOLLYWOOD FL 33019-2220

b. Interest in property: 100%

c. Name and address of fee simple titleholder (if different from Owner listed above): _____

4. a. **CONTRACTOR'S NAME:** All Phase Construction USA

Contractor's address: 590 Goolsby Blvd Deerfield Beach, FL 33442 b. Phone number: 754-227-5605

5. **SURETY** (if applicable, a copy of the payment bond is attached):

a. Name and address: _____

b. Phone number: _____ c. Amount of bond: \$ _____

6. a. **LENDER'S NAME:** _____

Lender's address: _____ b. Phone number: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:

a. Name and address: _____

b. Phone numbers of designated persons: _____

8. a. In addition to himself or herself, Owner designates _____ of _____
to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.

b. Phone number of person or entity designated by Owner: _____

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): _____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Karen Ammar

(Signature of Owner or Lessee, or Owner's or Lessee's
Authorized Officer/Director/Partner/Manager)

Karen Ammar

(Print Name and Provide Signatory's Title/Office)

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization.

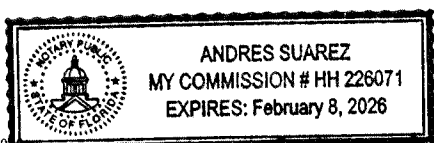
this November day of 15, 2022

by Karen Ammar, as _____

(name of person) (type of authority, ...e.g. officer, trustee, attorney in fact)

for _____
(name of party on behalf of whom instrument was executed)

Personally Known _____ or Produced Identification X Type of Identification Produced DL



Andres Suarez
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)

THIS INSTRUMENT WAS PREPARED BY AND PLEASE
RETURN TO:
Steven Fine, Esq.
AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO.,
INC. - ABC SUPPLY CO., INC.
ARIELA WAGNER
ONE ABC PARKWAY BELOIT, WISCONSIN 53511
800-403-7660
W/O #: 4380162 / JOB #: 00986853-018

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN, UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE, AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

Claim of Lien

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned notary public, personally appeared Ariela Wagner, who being the duly sworn, says that he/she is Agent of the lienor herein, AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO., INC. - ABC SUPPLY CO., INC., whose principal address is One ABC Parkway, Beloit, Wisconsin 53511, and that in pursuance of agreement with ALL PHASE CONSTRUCTION USA LLC, whose address is 590 GOOLSBY BLVD, Deerfield Beach, Florida 33442-3021, lienor furnished labor, services and/or materials consisting of roofing and/or other exterior building materials and products, and Misc. Labor and/or Materials, on the following described real property in BROWARD County, Florida.

Job Address: 1320 Funston St Hollywood, Florida 33019-2220
Folio Number: 514223090190

Legal Description: EAST 60 FEET OF LOT 6 IN BLOCK 2 OF HOLLYWOOD GOLF ESTATES SECTION 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, AT PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY.

NOC: Recorded in Instrument Number: 118517494, according to the Public Records of BROWARD County, Florida

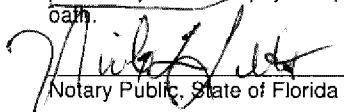
Which property is owned by KAREN AMMAR AND ANY UNKNOWN SPOUSE, of total value of Twelve Thousand Five Hundred and Two Dollars and Ninety Four Cents (\$12,502.94), of which there remains unpaid Five Thousand Six Hundred and Sixty Four Dollars and Thirty Two Cents (\$5,664.32) plus interest, legal fees and collection costs, and furnished the first of the items on December 13, 2022, and the last of the items on January 18, 2023 and that the lienor served her/his notice to owner on December 16, 2022, by Certified Mail; and that the lienor served copies of the notice on the contractor and subcontractor on December 16, 2022.

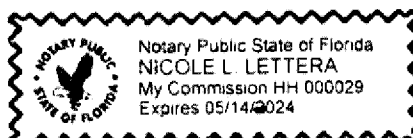
AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO., INC. - ABC SUPPLY CO., INC.
One ABC Parkway
Beloit, Wisconsin 53511
800-403-7660

By:  _____
ARIELA WAGNER, Agent

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of April, 2023 by ARIELA WAGNER, Agent for AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO., INC. - ABC SUPPLY CO., INC., by online notarization, personally known or physical presence and who has produced _____ as identification, and who did/did not take an oath.


Notary Public, State of Florida



Filing # 168620253 E-Filed 03/13/2023 04:32:07 PM

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

DWIGHT MAIZE and LAURA
MAIZE

CASE NO.: CACE16017402

Plaintiffs,

v.

Blue Water Coast Service LLC, et al
Defendants.

_____ /

NOTICE OF CHARGING LIEN

COMES NOW, CBR LAW GROUP, LLLP, hereby files its Notice of Charging Lien, and shows:

1. It has been the attorney-of-record for Defendant, JACQUELINE HYATT, (hereinafter referred to as “Defendant”), in the above-styled cause.

2. Pursuant to contract, Defendant is presently indebted to CBR LAW GROUP, LLLP, for professional legal services rendered and costs incurred in the above-styled cause, together with interest and attorney fees for the bringing of this action. (*See Retainer Agreement is attached hereto as **Exhibit “A”***).

3. Defendant owes CBR LAW GROUP, LLLP \$3,076.13 in attorney’s fees and costs. (*See Invoices attached hereto as **Exhibit “B”***).

4. The Defendant owns real property located at 661 SW 7th Street, Pompano Beach, FL 33060, 671 SW 7th Street, Pompano Beach, FL 33060 and other tangible and intangible personal property.

5. A charging lien requires an express or implied contract exist between the attorney and the client. *Sinclair, Louis Siegel, Heath, Nussbaum & Zavertink, P.A. v. Baucom*, 428 So.2d 1383, 1385 (Fla. 1983).

6. The undersigned attorneys file a Lien on any and all assets or properties that are the subject in the instant action.

7. A Charging Lien is necessary in order to protect counsels' fees and costs until such time as said fees and costs are paid.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Florida Court's E-Filing Portal's e-service system on this **13th** day of March 2023.

By: /s/Donald J. Thomas

Donald J. Thomas, Esq.
Florida Bar No. 834599
Georgia T. Garnecki, Esq.
Florida Bar No. 0068807

CBR Law Group, LLP
Fifth Avenue Place
55 N.E. 5th Avenue
Suite 503
Boca Raton, FL 33432
Telephone: 561.609.1515
Facsimile: 561.368.0293
don@cbrlawgroup.com
georgia@cbrlawgroup.com
paralegal@cbrlawgroup.com

EXHIBIT “A”



CBR LAW GROUP LLLP

AGREEMENT TO EMPLOY LAW FIRM

THIS AGREEMENT is made on this 19 day of September, 2022 by and between Jacqueline Hyatt, hereinafter referred to as "Client," and CBR Law Group, LLLP. I do hereby retain and employ the law firm of CBR Law Group, LLLP, hereinafter referred to as "Law Firm," as my attorneys, subject to the following terms and conditions:

I. SUBJECT MATTER AND SCOPE OF AGREEMENT

Client hereby retains and employs Law Firm to perform the following services on behalf of Client:

Representation as co-counsel in trial proceedings for lawsuit by Dwight Maze, Case No. 2019-025579-CA-01 in Miami Dade County and CACE-16-017402 in Broward County

It is understood that if Law Firm performs legal services for client on matter(s) other than as specified above, unless the parties otherwise agree in writing, the terms and conditions of this Agreement shall apply. It is also understood that any litigation services to be performed by Law Firm will be at the trial level only and Law Firm will not be required to perform pre or post judgment appeals or collection of any judgment awarded to Client, absent further written agreement between the parties.

II. COMPENSATION OF LAW FIRM

Prior to the commencement of work by Law Firm, Client shall remit to Law Firm the sum of **\$10,350.00** (to be collected in three payments: \$3,500 to be received upon signing, \$3,425 by September 30, and \$3,425.00 by October 14) and Law firm shall bill against this retainer, at the following hourly rates: **\$450.00** per hour for all time spent by Partners of the firm, **\$300.00** per hour

for all time spent by Attorneys of the firm and \$175.00 per hour for all time spent by Legal Assistants of Law Firm. The services to be provided may include but not be limited to, research, drafting of documents, filing of pleadings, conduct of discovery, attendance at Court and/or conferences etc., as well as travel to and from all such events. It is expressly understood that the Law Firm is unable to estimate the total number of hours and total amount of fees that may be incurred on Client's behalf due to variables and factors outside the control of the Law Firm that may affect the amount of time needed to adequately represent the Client's interests. Should Bankruptcy be required, said proceedings shall be by a separate Retainer Agreement. Representation in any Bankruptcy proceeding shall be performed under a separate Bankruptcy Retainer Agreement.

III. COSTS AND OTHER EXPENSES

All third party expenses incurred by Law Firm on Client's behalf, including costs of subpoenas, filing fees, costs of photocopies, etc., will be paid by Client in addition to the compensation paid to Law Firm for the services it renders for Client.

IV. RETAINER/ADVANCE PAYMENT

Prior to the commencement of work by Law Firm, Client shall remit to Law Firm the sum of \$10,350.00 as advance payment for services expected to be performed. This payment is non-refundable and will be considered earned when paid.

V. COST DEPOSIT

Prior to the commencement of work by Law Firm, Client shall remit to Law Firm the sum of \$0.00 as advanced payment. Any unused portion of this payment is refundable to Client at the conclusion of the matter. In the event that Law Firm requires any additional cost deposit for payment of costs incurred and/or expected to be incurred by Law Firm on behalf of Client, Client agrees to make immediate payment for payment of any such additional cost deposit requested by Law Firm. Additionally, Law Firm may from time to time, forward bills for costs incurred on behalf of Client, directly to Client for payment and Client agrees to immediately remit payment upon its receipt of any such bills.

VI. RETENTION OF LAW FIRM'S FEES

In the event that monies become payable to Client during the course of Law Firm's representation of Client, Law Firm is authorized to receive all such sums. Upon receipt thereof, Law Firm shall deposit said sums in the Law Firm's trust account and disburse said sums to Client after deducting fees and expenses due and owing to Law Firm. In the event that monies are owed to other persons for services rendered on behalf of Client in connection with the subject matter of this Agreement, Law Firm is hereby authorized, at Law Firm's discretion, to make payment on Client's behalf to all such persons appropriate, out of the settlement or judgment proceeds.

VII. INDEMNIFICATION

In the event that any claim is made against Law Firm by persons claiming an interest in money or other property that comes into the possession or control of Law Firm during the representation of Client under this Agreement, Client agrees to indemnify and hold Law Firm harmless and further agrees to pay for any necessary legal representation or defense of Law Firm by any attorney(s) that Law Firm retains in connection with any such claim presented.

VIII. COLLECTION COSTS

If it becomes necessary for Law Firm to take any action to collect any sums due to Law Firm from Client under this Agreement, Client shall pay all costs incurred by Law Firm in connection with its efforts and Client shall further be responsible for payment of reasonable attorney's fees incurred by Law Firm at the rate set forth in Paragraph II of this Agreement whether same are incurred prior to or after institution of Court proceedings.

IX. NONWAIVER PROVISION

There is to be no change or waiver of any of the provisions of this Agreement unless the change is in writing and signed by Law Firm and Client.

X. LIEN

Client hereby gives Law Firm a lien on any and all of Client's property, materials or proceeds which come into the possession of Law Firm during the course of its representation of Client to secure payment of any monies due to Law Firm from Client.

XI. NO GUARANTEE

It is agreed that the Law Firm has made no guarantee regarding successful completion of Client's case and all expressions relative thereto are matters of the Law Firm's opinion only.

XII. CONFLICT OF INTEREST

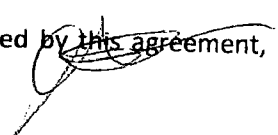
At this time, Law Firm is unaware of any Conflict of Interest or potential Conflict of Interest that may exist in the representation of Client in this matter. In the event that subsequent to the execution of this Agreement it is discovered that a Conflict or potential Conflict of Interest may exist, it is understood and agreed that Law Firm will proceed in accordance with the Rules of Professional Conduct adopted by the Florida Bar and if required to do so in accordance with said rules, will withdraw as counsel for Client and otherwise take all appropriate and reasonable measures to promote and protect the best interest of Client.

XIII. PERIODIC STATEMENTS

Costs and attorney's fees will be billed periodically and are to be paid by Client within ten (10) days of mailing after which interest shall accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Client authorizes Law Firm to immediately withdraw from further representation of Client in the event that timely payments are not made in accordance with this Agreement. Any forbearance by Law Firm from time to time in electing not to enforce this provision or any other provision of this Agreement shall not constitute a waiver of this or any other right or remedy that Law Firm has.

XIV. COURT AWARD OF FEES

It is understood that there may be a court awarded fee in this matter. If there is an attorneys' fee awarded by an order of court, it is understood and agreed that the legal fee collectible by Law Firm shall be either the court awarded fee or the fee otherwise prescribed by this agreement, whichever is greater.



DATED this 19th day of September 2022, at Boca Raton, Palm Beach County, Florida.

CBR Law Group, LLP

By: Donald Thomas by
Donald Thomas, Esq.
George J. C.

I ACKNOWLEDGE THAT I/WE HAVE READ, APPROVE AND ACCEPT THE TERMS OF THIS AGREEMENT.

Jaqueline Hyatt
Jaqueline Hyatt

EXHIBIT “B”

CBR Law Group, LLP
Matter Billing Detailed Report

09/29/2022 - 03/13/2023

*Client Funds Balance(As of Report Print Date)

Jacqueline Hyatt-Dwight Maize Broward 3201.01a/3201.01a

Unpaid 3,076.13

Balance

Professional Service Detail: Jacqueline Hyatt-Dwight Maize Broward 3201.01a/3201.01a

ID	Date	Timekeeper	Task	Billable	Status	Hours	Rate	Amount
25456	09/29/2022	GG	Emails - Review emails from opposing counsel and client re: deposits in court registry. Telephone conference with client re: missing receipts.	Y	Billed	0.30	450.00	135.00
26220	11/01/2022	GG	Motion Show Cause - Review Motion filed by opposing counsel. Draft response to Motion.	Y	Billed	0.80	450.00	360.00
26222	11/01/2022	PL2	File - Defendants' Response to Plaintiffs' Motion for Rule to Show Cause as to Why Defendants Should not be Held in Contempt of Court; e-mail client copy; upload on the Court's CMS system for the hearing on November 3, 2022; update CBR calendar with information.	Y	Billed	0.60	175.00	105.00
26265	11/02/2022	PL2	Prepare - e-mail to JA RE hearing on November 3, 2022, which was re-noticed to November 21, 2022	Y	Billed	0.20	175.00	35.00
26566	11/15/2022	PL2	Research - file to determine who to serve at Section 8 for deposition; e-mail to Atty Brutus requesting copy of the subpoena he will be serving on Miami-Dade County Housing Choice Voucher Program	Y	Billed	0.30	175.00	52.50
26798	11/21/2022	GG	Hearing - Prepare for and attend hearing on client's behalf.	Y	Billed	0.60	450.00	270.00
26906	11/22/2022	GG	Hearing - Prepare for hearing. Review Maize prior bankruptcy case.	Y	Billed	1.00	450.00	450.00
26920	11/23/2022	GG	Hearing - Prepare for hearing on Plaintiffs' Motion for Partial Disbursement from Court Registry. Attend hearing on clients' behalf. Draft Proposed Order and send to opposing counsel.	Y	Billed	1.20	450.00	540.00

27127	12/01/2022	PL2	Receipt and Review - Final Order and Directions to the Clerk to Close the Case, save to file, e-mail client copy	Y	Billed	0.20	175.00	35.00
28280	01/11/2023	GG	Preparation - Defendants' Response to Plaintiffs' Motion to Compel and Fo Sanctions	Y	Billed	1.50	450.00	675.00
29716	03/08/2023	PL2	Receipt, Review and Response - e-mail from Atty Brutus RE selecton of mediator	Y	Billed	0.20	175.00	35.00
29754	03/08/2023	GG	Preparation - of Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt.	Y	Billed	0.10	450.00	45.00
29755	03/08/2023	PL	Electronic Filing - of Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt. Downloaded and saved to file.	Y	Billed	0.10	175.00	17.50
29788	03/09/2023	PL	Researched - the Court's Online Scheduling System RE: Available dates for hearing on Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt.	Y	Billed	0.20	175.00	35.00
29789	03/09/2023	PL	E-Mail - to Opposing Counsel RE: Enclosed Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt. and available dates to set hearing on same.	Y	Billed	0.10	175.00	17.50
29790	03/09/2023	PL	Electronic Filing - of of Notice of Hearing, April 13, 2023 @ 8:45 a.m. on Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt. Downloaded and saved to file. Calendared entry pursuant to same.	Y	Billed	0.10	175.00	17.50
29791	03/09/2023	PL	Service of Court Document(s) - to Client RE: Enclosed Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt. and Notice of Hearing, April 13, 2023 @ 8:45 a.m. on Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt.	Y	Billed	0.10	175.00	17.50
29792	03/09/2023	PL	Uploaded and Submitted - via the Court's Online System Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt, Notice of Hearing, March 28, 2023 on Motion to Withdraw as Co-Counsel for Defendant, Jacqueline Hyatt and copy of Service of Court Document(s) on Client enclosing same, in advance of April 13, 2023 hearing.	Y	Billed	0.10	175.00	17.50
29859	03/13/2023	PL	Researched - the Broward County Property Appraiser's site for verification of property addresses. Downloaded and saved information to file.	Y	Billed	0.20	175.00	35.00

29860	03/13/2023	GG	Preparation - of of Notice of Charging Lien with corresponding Exhibits.	Y	Billed	0.20	450.00	90.00
29861	03/13/2023	PL	Electronic Filing - of of Notice of Charging Lien with corresponding Exhibits. Downloaded and saved same to file.	Y	Billed	0.10	175.00	17.50
Total						8.20	3,002.50	3,076.13
						Late Fees 18	73.63	

82 So.3d 1094
District Court of Appeal of Florida,
Second District.

Kirsten L. RIVEIRO, Appellant,
v.
J. CHENEY MASON, P.A., and Rose M. Marsh,
P.A., Appellees.

No. 2D10-4122.

Feb. 1, 2012.

Rehearing Denied March 9, 2012.

Attorneys and Law Firms

*1095 Virginia R. Vetter, Tampa, for Appellant.

Rose M. Marsh of Rose M. Marsh, P.A., and J. Cheney
Mason of J. Cheney Mason, P.A., Orlando, for Appellees.

Opinion

CASANUEVA, Judge.

This appeal arises from a proceeding ancillary to the dissolution action of the marriage between William R. Riveiro and Kirsten L. Riveiro. Mrs. Riveiro appeals the trial court's order finding that the two law firms she hired, appellees J. Cheney Mason, P.A., and Rose M. Marsh, P.A. (hereinafter Mr. Mason and Ms. Marsh), were entitled to a charging lien of \$76,357.61 plus prejudgment interest. The trial court ordered that the charging lien attach to Mrs. Riveiro's interest on any and all real and personal property she owned relating to assets obtained or subject to the dissolution proceeding, whether she held the asset individually or jointly with any other person. We affirm in part and reverse in part.

Facts

In November 2008 Mrs. Riveiro executed a contract to retain the services of Mr. Cheney and Ms. Marsh in the dissolution of marriage action that Mr. Riveiro instituted. The agreed hourly rate was \$400 for each attorney. The contract contained language that her counsel would aggressively pursue every aspect of seeking reimbursement or payment of her fees from Mr. Riveiro, if circumstances allowed. In addition to the \$30,000 nonrefundable retainer, Mrs. Riveiro subsequently paid her two counsel substantial amounts for services rendered. In June 2009 Mr. Mason and Ms. Marsh filed a notice of a claim of attorneys' charging lien, seeking a lien in the amount of \$36,750.87 for fees owing and unpaid to that date, plus interest. The attorneys' fees continued to mount, and in early September 2009, Mrs. Riveiro met with her husband—without either Mr. Mason or Ms.

Marsh being present—and they reached a settlement agreement. In addition to deciding the amount of alimony that Mr. Riveiro would pay, the couple decided which portions of the marital real estate and personal property each would receive. The agreement also contained a provision that Mrs. Riveiro would not seek attorneys' fees from Mr. Riveiro. A few days later, the trial court entered the final judgment of dissolution, incorporated the couple's settlement agreement that equitably divided their real estate and personal property, and reserved jurisdiction to adjudicate Mr. Mason's and Ms. Marsh's claims of charging lien. After an evidentiary hearing in May 2010, the trial court found in favor of Mr. Mason and Ms. Marsh and ordered that a charging lien of the principal amount of \$76,357.61 attach to the assets Mrs. Riveiro received in the final judgment of dissolution. As of May 31, 2010, the total amount including interest was \$80,851.65. The trial court ordered that the principal amount continue to accrue interest at the statutory rate until paid. It is from this order that Mrs. Riveiro appeals.

Analysis

^[1] The law of charging liens has differing applications to real and personal property, both of which are at issue here. Our supreme court observed over a half century ago "that when a litigant contracts with an attorney to litigate a cause and pay him a percentage of the recovery for *1096 his fee, he is entitled to a lien on the judgment therefor." *Miller v. Scobie*, 152 Fla. 328, 11 So.2d 892, 894 (1943). In *Miller*, the plaintiff/appellant had employed a firm to bring an action against a defendant for breach of promise, agreeing to pay the firm fifty percent of all sums recovered. The plaintiff met secretly with the defendant and settled their differences out of court, with the defendant agreeing to pay the plaintiff over \$8000. In holding that the firm could prosecute the case further to obtain remuneration under their contract for fees, the supreme court noted:

We do not deny the right of litigants to settle controversies out of court but any such settlement without the knowledge of or notice to counsel and the payment of their fees is a fraud on them whether there was an intent to do so or not. It has been said that honor may exist among thieves. When honor and good faith cease to be the very bed rock on which the law practice is anchored, the right of litigants will then cease to be actuated by right and justice and will turn on the practice of tricks and feats of legerdemain.

Id.

In the context of an action for dissolution of marriage, our supreme court reaffirmed this commitment in *Sinclair, Louis, Siegel, Heath, Nussbaum & Zavertnik, P.A. v. Baucom*, 428 So.2d 1383 (Fla.1983). There, the petitioner, the Sinclair, Louis law firm, expressly contracted with Ruby Baucom to represent her in a dissolution proceeding against Phillip Baucom. After several years of dispute, the Baucoms met privately, without attorneys, and agreed to a settlement that included a provision that Mrs. Baucom be responsible for her own professional expenses, including attorneys' fees, incident to their several disputes. Later, the law firm advised Mrs. Baucom not to sign the settlement agreement but sign it she did. Despite her counsel's advice that the settlement agreement was more disadvantageous to her than she realized, Mrs. Baucom insisted on abiding by its terms. The law firm then orally and in writing gave notice of its intent to enforce a charging lien to secure payment of its fees and to continue litigation against Mr. Baucom for payment of those fees. *Id.* at 1384. The trial court denied the law firm's claim to enforce its charging lien and the Third District affirmed. *Baucom v. Baucom*, 397 So.2d 347 (Fla. 3d DCA 1981). Ultimately, the supreme court disagreed and quashed the Third District's opinion insofar as it denied enforcement of the charging lien against Mrs. Baucom. 428 So.2d at 1386.

[2] [3] The supreme court reiterated that a "charging lien is an equitable right to have costs and fees due an attorney for services in the suit secured to him in the judgment or recovery in that particular suit. It serves to protect the rights of the attorney." *Id.* at 1384 (citing *Worley v. Phillips*, 264 So.2d 42 (Fla. 2d DCA 1972)). But there is no statutory guide to how to perfect a charging lien. *Id.* "Rather, the requirements have developed in case law which has delineated the equitable nature of the lien." *Id.* at 1384-85. The court then proceeded to identify the requirements for a charging lien. First, there must be a contract between the attorney and the client, either express or implied. *Id.* at 1385. Second, "[t]here must also be an understanding, express or implied, between the parties that the payment is either dependent upon recovery or that payment will come from the recovery." *Id.* In Mrs. Baucom's case, the "nature of the litigation involved and the relief sought in the suit between [Mrs. Baucom] and [her husband] evidence[d] a reasonable understanding that payment would either take the form of an award for attorneys' fees *1097 against [Mr. Baucom] or be paid from [Mrs. Baucom's] award." *Id.* "Finally, the remedy is available where there has been an attempt to avoid the payment of fees" or where there is "a dispute as to the amount involved." *Id.*

Unfortunately, neither the Third District's opinion nor the supreme court's opinion in *Baucom* describes what assets Mrs. Baucom received in the dissolution action from which she could pay the law firm's fees. However, given the context of a marriage dissolution action, where the

client receives property in equitable distribution, there is a reasonable understanding that such property will be the source of funds to pay the client's attorney's fees inasmuch as it was the attorney's efforts that secured that property. See *Worley*, 264 So.2d at 43 ("The creation of a charging lien upon the proceeds of any recovery by the client in an equity action is an acceptable method of providing security for the payment of the attorney's fee."). But, as will be seen below, there is a distinction as to which property a charging lien can attach.

We turn next to the distinction crafted between a charging lien on real property as compared to one on personal property. This court, in *Lochner v. Monaco, Cardillo & Keith, P.A.*, 551 So.2d 581 (Fla. 2d DCA 1989), identified the distinction thusly:

This court has previously held that a charging lien in a divorce proceeding can be established against personal property without pleading or proving an agreement between the attorney and the client on that subject. *Conroy v. Conroy*, 392 So.2d 934 (Fla. 2d DCA 1980), *rev. den.*, 399 So.2d 1141 (Fla.1981). In *Conroy*, however, we expressly declined to extend this rule to real property. *Id.* at 937. Just as we found "little to commend" such a rule then, we find little to commend it now. The [T]hird [D]istrict has suggested that an attorney would be "well advised to provide for a lien on such property in the fee agreement with his client." *Litman v. Fine, Jacobson, Schwartz, Nash, Block & England, P.A.*, 517 So.2d 88, 91 n. 5 (Fla. 3d DCA 1987), *rev. den.*, 525 So.2d 879 (Fla.1988). Such an express agreement avoids any confusion upon the part of the client, and eliminates an unnecessary source of conflict. Thus, we also find merit in this suggestion.

Id. at 583. The client in *Lochner* was awarded real property in the dissolution action against which the trial court imposed a charging lien. This court reversed the imposition of the charging lien on this real property because the attorney's motion for a charging lien did not allege any agreement that his fee would be protected by a charging lien against any real estate involved in the divorce and neither did the record support such agreement. *Id.*

[4] Applying *Lochner* and *Conroy* to the facts of Mrs. Riveiro's case, we find the record does not disclose any agreement that Mr. Mason's and Ms. Marsh's fees would be secured by any real estate Mrs. Riveiro might be awarded in the dissolution action. Accordingly, we hold the trial court erred in imposing a charging lien against any and all real property owned by Mrs. Riveiro, individually or jointly, subject to the dissolution action. On remand, the charging lien on the real property she was awarded in the dissolution judgment must be dissolved.

[5] But, also in accordance with *Lochner* and *Conroy*, this is not the case with the personal property Mrs. Riveiro

received in the dissolution judgment. All the requirements for imposing a charging lien on personal property are present here. Mrs. Riveiro had a written contractual agreement regarding the payment of attorneys' fees with Mr. Mason and Ms. Marsh. *1098 Thus, the trial court could properly conclude that an implied understanding existed that payment would come from her portion of the equitable distribution of personal property. And, fulfilling the last requirement to merit a charging lien, Mrs. Riveiro did attempt to avoid the payment of fees and did dispute the amount due. We conclude that the trial court did not err in awarding a charging lien against Mrs. Riveiro's personal property. See *Baucom*, 428 So.2d at 1385.

[6] Concluding that a charging lien was properly imposed on Mrs. Riveiro's personal property, we turn next to Mrs. Riveiro's final contention, i.e., that the trial court erred in awarding the amount it did, over \$76,000 in unpaid fees. The trial court's order only determined a total amount due to Mr. Mason and Ms. Marsh. It made no finding as to the reasonable hourly rate or the amount of hours reasonably expended in this case. This was error. It deprived Mrs. Riveiro of meaningful appellate review, hampering the task of this court. See *Santiago v. Santiago*, 51 So.3d 637, 639 (Fla. 2d DCA 2011) ("The lack of findings ... precludes meaningful appellate review."). Upon remand, the trial court shall make the necessary *Rowe*¹ findings. See *Dralus v. Dralus*, 627 So.2d 505, 509 (Fla. 2d DCA 1993).

In light of testimony offered on behalf of Mrs. Riveiro on this issue, revealing that the time records kept, particularly by Ms. Marsh, were lacking detail, it is necessary for the trial court on remand to examine the

challenged billing entries. If the trial court should find that the challenged entries and any testimony offered in support of those entries are lacking in sufficient detail to establish either reasonableness or necessity, no award should be made. See *Highlands Carpentry Serv., Inc. v. Connone*, 873 So.2d 611 (Fla. 2d DCA 2004). It is not necessary for the trial court to undertake another hearing. Because there is a record, the trial court needs only a clear recollection of the hearing proceedings. However, should the trial court deem it necessary to do so, a new, full evidentiary hearing may be in order.

We affirm that part of the final order imposing a charging lien on the personal property that Mrs. Riveiro received in the dissolution judgment, reverse and vacate that part of the final order related to a charging lien on her real property, reverse and vacate the amount of fees awarded, and remand with instructions to provide a final order with proper findings as to the amount of fees to which Mr. Mason and Ms. Marsh are entitled.

Affirmed in part, reversed in part, and remanded.

DAVIS and LaROSE, JJ., Concur.

All Citations

82 So.3d 1094, 37 Fla. L. Weekly D268

Footnotes

¹ *Fla. Patient's Comp. Fund v. Rowe*, 472 So.2d 1145 (Fla.1985).

428 So.2d 1383
Supreme Court of Florida.

SINCLAIR, LOUIS, SIEGEL, HEATH,
NUSSBAUM & ZAVERTNIK, P.A., Petitioner,
v.
Phillip E. BAUCOM, et al., Respondents.

No. 60763.

March 17, 1983.

Attorneys and Law Firms

*1383 Paul A. Louis, Bayard E. Heath and John L. Zavertnik of Sinclair, Louis, Siegel, Heath, Nussbaum & Zavertnik, P.A., Miami, for Petitioner.

*1384 Cromwell A. Anderson and Douglas C. Broeker of Smathers & Thompson, Miami, for Phillip E. Baucom.

Counsel for Ruby Baucom was granted leave to withdraw.

Opinion

EHRLICH, Judge.

This cause is before the Court on petition for discretionary review from a final order of the Third District Court of Appeal. *Baucom v. Baucom*, 397 So.2d 347 (Fla.App. 3d DCA 1981). That opinion affirmed the trial court's denial of enforcement of a charging lien and denial of permission to pursue the litigation to secure attorneys' fees. Because this decision directly and expressly conflicts with decisions of this Court in *Greenfield Villages, Inc. v. Thompson*, 44 So.2d 679 (Fla.1950), *In re Warner's Estate*, 160 Fla. 460, 35 So.2d 296 (1948), and *Renno v. Sigmon*, 148 Fla. 229, 4 So.2d 11 (1941), we have jurisdiction pursuant to article V, section 3(b)(3) of the Florida Constitution.

Petitioner represented Ruby Baucom in divorce proceedings and in a protracted property dispute against Phillip Baucom. After several years of negotiations and court battles, Ruby and Phillip met privately, without presence or advice of counsel, and agreed upon a settlement which they signed and had notarized. Phillip's attorneys redrafted the agreement to eliminate certain unfavorable tax consequences but did not materially change the terms of the Baucoms' contract. Petitioner was first apprised of these developments and introduced to the terms of the settlement in a meeting in the offices of Phillip's attorneys at which the Baucoms signed the redrafted agreement.

Petitioner, believing the terms of the settlement to be misleading and far more unfavorable to Ruby than she

realized, advised against signing. Despite this advice, Ruby signed and has remained steadfast in her acceptance of the terms of the settlement.

In subsequent court hearings, petitioner protested the secret nature of the settlement negotiations and the provision in the settlement which required Ruby to bear the costs of her own professional expenses, including attorneys' fees, incident to the protracted dispute between Ruby and Phillip. Petitioner orally, and later in a properly filed motion, gave notice of its intent to enforce a charging lien to secure payment of its fees and requested permission to pursue the litigation against Phillip for the purpose of making him responsible for payment of attorneys' fees.

The trial court denied the request to continue the suit and granted Phillip's motion to dismiss the suit with prejudice, refusing to involve the court in any evaluation of the terms of the settlement. In addition, the court denied motions by petitioner and other counsel also retained by Ruby to enforce charging liens without prejudice to their rights to bring an independent action for enforcement of the liens.

Petitioner appealed these rulings. The district court of appeal reversed the denial of enforcement of the charging lien asserted by Ruby's other counsel, but affirmed the ruling as to petitioner. The court found petitioner's combined requests to continue the litigation and to enforce the charging lien to be an attempt to attack the settlement as a fraud; therefore, the court reasoned, the charging lien was not properly perfected and could not be enforced.

We disagree with the lower court insofar as petitioner is denied enforcement of his charging lien.

[1] The charging lien is an equitable right to have costs and fees due an attorney for services in the suit secured to him in the judgment or recovery in that particular suit. It serves to protect the rights of the attorney. *Worley v. Phillips*, 264 So.2d 42 (Fla. 2d DCA 1972). Charging liens have been recognized in Florida for more than a century. See, e.g., *Carter v. Davis*, 8 Fla. 183 (1858); *Carter v. Bennett*, 6 Fla. 214 (1855); *Randall v. Archer*, 5 Fla. 438 (1854). The requirements for perfection of this lien are not statutorily imposed. *Nichols v. Kroelinger*, 46 So.2d 722 (Fla.1950); *St. Ana v. Wheeler Mattison Drugs, Inc.*, 129 So.2d 184 (Fla. 3d DCA), cert. denied, 133 So.2d 646 (Fla.1961). Rather, the requirements *1385 have developed in case law which has delineated the equitable nature of the lien. See *Greenfield Villages*.

[2] [3] In order for a charging lien to be imposed, there must first be a contract between the attorney and the client. *Billingham v. Thiele*, 107 So.2d 238 (Fla. 2d DCA 1958), cert. dismissed, 109 So.2d 763 (Fla.1959). The contract may be express, *Alyea v. Hampton*, 112 Fla. 61, 150 So.

242 (1933), or implied, *Greenfield Villages; Scott v. Kirtley*, 113 Fla. 637, 152 So. 721 (1933). The record before this Court bears witness that an express contract existed between petitioner and Ruby Baucom. Both made explicit references to that contract in hearings before the trial judge.

[4] There must also be an understanding, express or implied, between the parties that the payment is either dependent upon recovery or that payment will come from the recovery. *Miller v. Scobie*, 152 Fla. 328, 11 So.2d 892 (1943); *Conroy v. Conroy*, 392 So.2d 934 (Fla. 2d DCA 1980), *petition denied*, 399 So.2d 1141 (Fla.1981). The nature of the litigation involved and the relief sought in the suit between Ruby and Phillip evidence a reasonable understanding that payment would either take the form of an award for attorneys' fees against Phillip or be paid from Ruby's award. It was Ruby's inability to reap the benefit of the divorce settlement dividing all the couple's property which led to the ongoing litigation.

[5] Finally, the remedy is available where there has been an attempt to avoid the payment of fees, *Worley v. Phillips*, or a dispute as to the amount involved. *Renno v. Sigmon; Kurzweil v. Simon*, 204 So.2d 254 (Fla. 3d DCA 1967). Again, the record before us shows a dispute as to the amount of the attorneys' fees. Ruby claims she is liable only for \$6500 under the agreement; petitioner asserts the total bill to be \$150,000.

[6] [7] There are no requirements for perfecting a charging lien beyond timely notice. Ruby does not dispute this; rather, she argues the notice was not timely filed because petitioner did not file until after the hearing on Phillip's motion to dismiss. We find no merit in this contention. The issue was before the trial court until the entry of the order granting the motion to dismiss on November 19, 1979. Petitioner first mentioned the possibility of obtaining a lien at the first hearing on the motion to dismiss on October 18, 1979. The hearing was continued until October 25. In the interim, on October 23, petitioner filed a Motion for Enforcement of a Charging Lien. Therefore, we find the charging lien was timely filed and properly perfected.

The policy underlying the granting and enforcement of charging liens was clearly expressed early in their development in this state:

While our courts hold the members of the bar to strict accountability and fidelity to their clients, they should afford them protection and every facility in securing them their remuneration for their services. An attorney has a right to be remunerated out of the results of

his industry, and *his lien* on these fruits is founded in equity and justice.

Carter, 6 Fla. at 258 (emphasis in original). The intervening years have not diminished the attorney's duty of loyalty and confidentiality to his client. For this reason, proceedings at law between attorney and client for collection of fees have long been disfavored. The equitable enforcement of charging liens in the proceeding in which they arise best serves to protect the attorney's right to payment for services rendered while protecting the confidential nature of the attorney-client relationship. *In re Warner's Estate*.

[8] Petitioner urges that the trial court erred in denying it the right to pursue the litigation for the purpose of obtaining attorneys' fees, citing *Miller v. Scobie* as authority for this action. There, however, the settlement included no provision for payment to the attorneys. Additionally, in *Miller* the client was also attempting to rescind the settlement agreement on grounds that it had been induced by fraud. Where, as here, the client firmly abides by the terms *1386 of the settlement which make her liable for attorneys' fees we must defer to this Court's strong policy of encouraging settlement between parties to avoid the "vexation and expense of further litigation." *Harper v. Strong*, 135 Fla. 10, 15, 184 So. 848, 850 (1938).

We are convinced that in its desire to continue the litigation petitioner wishes only to preserve for its client the greatest possible benefits of the settlement. Nonetheless, it is axiomatic in the attorney-client relationship that an attorney cannot protect his client beyond the client's willingness to be protected.

Accordingly, the decision of the District Court of Appeal for the Third District is quashed insofar as it denied enforcement of petitioner's charging lien and this case is remanded for further proceedings in accordance with this ruling.

It is so ordered.

ALDERMAN, C.J., and ADKINS, BOYD, OVERTON and McDONALD, JJ., concur.

All Citations

428 So.2d 1383

160 Fla. 460
Supreme Court of Florida, Division A.

In re WARNER'S ESTATE.

May 7, 1948.

Rehearing Denied June 8, 1948.

***460 **297** Appeal from Circuit Court, Palm Beach County; C. E. Chillingworth judge.

Attorneys and Law Firms

W. F. Maurer, of Ft. Lauderdale, for appellants.

Earnest, Lewis & Smith, in pro. per., and Farish & Farish, all of West Palm Beach, and Rogers, Towers & Bailey, of Jacksonville, for executors, appellees.

Opinion

TERRELL, Justice.

This case grew out of the administration of the estate of Ellsworth C. Warner. Harold L. Warner, a son and one of the heirs to said estate, was first represented in its administration by the law firm of Evans, Mershon and Sawyer, who later withdrew and were succeeded by Earnest, Lewis and Smith. After rendering the services for which they were employed, Earnest, Lewis and Smith billed Harold L. Warner for their compensation which was not paid, so they filed their petition in the probate court, alleging the non-payment of their fee, that it was earned by representing Harold L. Warner, Katherine Warner and Maurice Warner, another brother, in the administration of the estate of Ellsworth C. Warner.

The petition also pointed out that distribution of the estate was about to be made, that Harold L. Warner had assigned his legacy to the First National Bank of Minneapolis, a foreign corporation, that the beneficiaries were all non-residents, and that petitioners would be without remedy if settlement was made and the assets of the estate transferred to another jurisdiction. On consideration of the petition the probate court directed the executors to withhold \$2100 from the legacy payable to Harold L. Warner for payment of his counsels' fees. The legacy to Katherine Warner and Maurice Warner was allotted to them and their fee was paid, so they are no longer parties to the litigation. This order was entered February 1, 1946, and no appeal having been taken, as authorized by law, it became final. On April 15, 1947, the probate Court adjudicated a lien for attorneys fees in favor of Earnest, Lewis and Smith and directed the

executors to pay them from the funds of Harold L. Warner in their custody. On appeal the Circuit Court held that the Probate Court was without jurisdiction to adjudicate a lien for attorneys fees, but directed the executors to hold the sum of \$2500 to satisfy the claim of Earnest, Lewis and Smith when a judgment for it was secured in an appropriate action. This appeal is from the decree of the Circuit Court.

Several questions are proffered, but the pith of the controversy is whether or not, when a reputable attorney is employed ***462** by a non-resident legatee to represent him in the administration of an estate, and such legatee fails or neglects to pay said attorney for his services, may the Probate Court direct the executor to withhold sufficient funds from the legacy, and order them paid to the attorney for his services?

The parties will hereafter be referred to as 'Warner' and 'attorney.' There is no dispute as to Warner and the attorney having entered into the contract for the performance of the services, neither is it charged that the services were not ****298** well and faithfully performed. It is shown, on the other hand, that they were entirely satisfactory and that the fee charged was reasonable. The gist of Warner's contention is that the Probate Court is one of limited jurisdiction and that there is no authority under the law to pay attorney for the services rendered. Section 17, Article V of the Constitution relied on to support this contention is as follows:

'The County Judge shall have jurisdiction of the settlement of the estates of decedents and minors, to order the sale of real estate of decedents and minors, to take probate of wills, to grant letters testamentary and of administration and guardianship, and to discharge the duties usually pertaining to courts of probate.'

^[1] It is also contended that section 38 of the Probate Act, F.S.A. § 732.01, which paraphrases the provision of the constitution just quoted, does not authorize the payment of attorneys fees in administration proceedings. It is true that the constitution and the statute as referred to, do not in terms authorize payment of an attorney's fee for representing a legatee, but Section 734.01, Florida Statutes 1941, F.S.A., dealing with the same subject matter, authorizes the payment of attorneys fees for the 'care, management and settlement of the estate.' Moreover, since the decision in *McCulloch v. Maryland*, 4 Wheat. 316, 4 L.Ed. 579, the doctrine of implied powers has been as much a part of the law of this country as the written law itself if the terms of the statute or the constitution relied on are such that we may reasonably assume that the power implied was in the legislative mind and that it is essential to effectuate the powers which are expressly granted.

***463** It may be admitted arguendo that there is no express grant of power to pay the attorneys fee brought in question, but certainly there is an implied power to pay them. The Attorney was hired in good faith by non-resident clients. His labors were well and faithfully performed and there is reason to infer that Warner set out to give him the runaround and evade payment. He refused to pay when pay-time came, he assigned his legacy to the First National Bank of Minneapolis which was beyond the jurisdiction of the court and this conduct on his part precipitated the petition to withhold certain of Warner's legacy to secure payment of the fee.

^[2] ^[3] The constitution makes no attempt to treat specific cases. It confers 'jurisdiction of the settlement of the estates of decedents and minors.' This is a broad grant of power and clothes the probate court with plenary power to adjudicate any matter arising in the 'settlement' of a decedent's estate. If a legatee hires a lawyer to represent him and refuses to pay, it follows as a matter of course that power resides in the probate court to protect the lawyer out of the proceeds of the estate adjudicated to the legatee. As pointed out in the previous paragraph, there is no question here about the amount of the fee or the fact that it was earned. This view is further supported by section 4, Declaration of Rights, giving remedy by due course of law to those injured in person, goods, lands or reputation. Due course of law contemplates the shortest cut to justice consistent with reason and sound practice.

Courts in this country have consistently protected the rights of attorneys growing out of services performed by them when there is an attempted evasion to pay. *Vosges Syndicate, Ltd., v. Everglades Club Co.*, 122 Fla. 267, 164 So. 881. It is contrary to all human experience to contend that after a litigant has hired an attorney and secured the fruits of his labor and then refuses to pay, that a court of competent jurisdiction in control of its processes and judgment is helpless to grant relief against a litigant who is attempting to escape with the proceeds of his attorneys labor. Courts were created to resolve conflicting claims and they are clothed with power to do so. To hold otherwise the law is nothing ***464** more than an effect system of abstract rights by which one may accomplish his designs and snap his finger in the face of the court and bid the law au revoir.

^[4] ^[5] The law is settled in this jurisdiction that a litigant should not be permitted to walk away with his judgment and refuse to pay his attorney for securing ****299** it. *Randall v. Archer*, 5 Fla. 438; *Miller v. Scobie*, 152 Fla. 328, 11 So.2d 892; *Forman v. Kennedy*, 156 Fla. 219, 22 So.2d 890; *Chancey v. Bauer*, 5 Cir., 97 F.2d 293. It is

further consistent with law that an attorney's lien in a case like this be enforced in the proceeding where it arose. The parties are before the court, the subject matter is there, and there is no reason whatsoever why they should be relegated to another forum to settle the controversy.

In this case the attorney not only brought the legacy into court, he brought a sizable sum as interest with it. It was perfectly competent for the court to withhold payment of the legacy before the attorney's claim was satisfied, when every asset Warner had was about to be transferred to a foreign jurisdiction. The constitution was not designed to be a step by step blue print for the court to stalk. It was designed as a diagram with numerous interstices for the Court to supply if clearly implied. When the probate court was vested with 'jurisdiction of the settlement of the estates of decedents and minors' he was empowered to adjudicate attorney's fees that properly arise in the course of such settlement. True, he does so by what may be termed interstitial legislation, so often approved as to have become common place, and so essential here to effectuate the power expressly granted. It is equally as essential to keep the law space with the justice of the case and the morals on which it is predicated. His order is of course, subject to review in the usual way.

^[6] In our view the contract of employment between Warner and attorney was sufficient to authorize the court to protect attorney in the manner shown. We are also of the view that there was ample showing for the relief awarded by summary proceedings. The fund was in custodia legis and there was no dispute about the reasonableness of the claim. The Circuit Court was therefore in error in his conclusion that the probate ***465** court was without jurisdiction to grant the relief petitioned for.

The decree appealed from is therefore reversed with directions to affirm the judgment of the Probate Court.

Reversed.

THOMAS, C. J., and CHAPMAN and SEBRING, JJ., concur.

All Citations

160 Fla. 460, 35 So.2d 296

551 So.2d 581
District Court of Appeal of Florida,
Second District.

Kenneth M. LOCHNER, Appellant,
v.
MONACO, CARDILLO & KEITH, P.A. and Nanci
E. Lochner, Appellees.

No. 88-02437.

|
Oct. 27, 1989.

Attorneys and Law Firms

*582 Robert W. Roddis of Kantner and Associates, Ann Arbor, Mich., for appellant.

James A. Bonaquist, Jr. of Monaco, Cardillo & Keith, P.A., Naples, for appellee Monaco.

No appearance for appellee Lochner.

Opinion

THREADGILL, Acting Chief Judge.

The appellant challenges a money judgment and charging lien rendered by the trial court in favor of an attorney discharged by the appellant during dissolution proceedings. We find that the attorney was not entitled to a charging lien or a money judgment in these proceedings and reverse.

The relevant facts are not in dispute. In October, 1987, the appellant, through his Michigan attorneys, retained attorney Daniel R. Monaco of Naples, Florida to represent him in a dissolution action, agreeing to pay a retainer of \$1,500 against which Monaco would bill at the rate of \$150 per hour. A letter to this effect from the appellant's Michigan attorney was attached to Monaco's motion to enforce attorney charging lien.

In April, 1988, after paying \$6,720.21 in attorney fees, the appellant became dissatisfied with Monaco's representation and discharged him. On May 11, 1988, Monaco filed in the dissolution proceeding a notice of and motion to enforce an attorney's charging lien against the appellant's interest in certain real property in Collier County which he believed to be the only property of the appellant in Florida. He alleged that he had a representation agreement with the appellant on an hourly basis, that he had been actively representing the appellant and that, as of the date of filing, the appellant still owed \$4,409.23 in legal fees and \$168.60 in costs. Monaco did not allege any express or implied agreement that he would

be paid from any real estate retained by the husband in the dissolution action, and in fact stated that pursuant to the hourly arrangement, billings had been charged and paid by the appellant.

On May 23, 1988, Monaco filed a notice of hearing which stated that on May 31, 1988, he would argue the motion for attorney's charging lien before the trial court. The appellant filed a response and motion to dismiss on May 27, 1988, alleging that Monaco had failed to allege any agreement to pay fees from the res of the dissolution action, that there had been no such agreement, and that Florida law required either such an agreement or a contingency agreement before there was an entitlement to a charging lien. The appellant also alleged a bona fide dispute concerning the amount of fees owed.

The appellant was not present at the hearing scheduled on the charging lien. The appellant had retained a new attorney who attended the hearing, but declined to represent the appellant concerning the prior attorney's claim. On June 15, 1988, the trial court granted Monaco's law firm a money judgment against the appellant in the amount of \$4,577.83, secured by a charging lien against the appellant's real property until the money judgment was *583 fully satisfied. The order set forth no specific findings of fact nor did it respond to the appellant's unresolved motion to dismiss. The appellant timely moved for rehearing concerning the judgment in favor of Monaco. On July 29, 1988, the court entered a final judgment of dissolution of marriage. On August 25, 1988, the appellant abandoned his motion for rehearing by filing a notice of appeal.

[1] The narrow issue presented by this appeal is whether an attorney may establish the right to a charging lien against real property in a divorce proceeding without alleging an express or implied agreement with his client to permit this remedy. Consistent with prior precedent, we hold that an express or implied agreement is required. In the absence of such an agreement and in the absence of any personal property subject to lien, the attorney must enforce his claim in a separate proceeding.

"A charging lien is an attorney's equitable right to have costs and fees owed for legal services secured by the judgment or recovery in the lawsuit." *Newton v. Kiefer*, 547 So.2d 727, 728 (Fla. 2d DCA 1989). In order for a charging lien to be imposed, the supreme court has required that there be a contract between the attorney and the client; an express or implied understanding that payment is either contingent upon recovery or will be paid from the recovery; an attempt by the client to avoid paying or a dispute as to the amount of the fee; and timely notice of the request for a lien. *Sinclair, Louis, Siegel, Heath, Nussbaum & Zaverinik, P.A. v. Baucom*, 428 So.2d 1383 (Fla.1983).

This court has previously held that a charging lien in a divorce proceeding can be established against personal property without pleading or proving an agreement between the attorney and the client on that subject. *Conroy v. Conroy*, 392 So.2d 934 (Fla. 2d DCA 1980), *rev. den.*, 399 So.2d 1141 (Fla.1981). In *Conroy*, however, we expressly declined to extend this rule to real property. *Id.* at 937. Just as we found “little to commend” such a rule then, we find little to commend it now. The third district has suggested that an attorney would be “well advised to provide for a lien on such property in the fee agreement with his client.” *Litman v. Fine, Jacobson, Schwartz, Nash, Block & England, P.A.*, 517 So.2d 88, 91 n. 5 (Fla. 3d DCA 1987), *rev. den.*, 525 So.2d 879 (Fla.1988). Such an express agreement avoids any confusion upon the part of the client, and eliminates an unnecessary source of conflict. Thus, we also find merit in this suggestion.

Monaco’s motion does not allege any agreement that his fee would be protected by a charging lien against any real estate involved in the divorce, nor does anything in the record support such an agreement. Appellant thus had no notice that Monaco was alleging such an agreement. To the contrary, the motion alleged that the fee agreement was based on an *hourly* rate and in the past had been so billed and paid. Monaco’s only defense to this contention in this appeal is that the motion was capable of being amended to conform to the evidence presented at the hearing. He does not suggest that a motion to amend was actually made, that the trial court granted such a motion in the appellant’s absence, or that any other evidence was presented to establish such an agreement. We find Monaco failed to allege the essential elements for a charging lien and the trial court erred in imposing such a lien against the appellant’s real property.

^[2] We also find the trial court erred in entering a money judgment against the appellant without notice. The appellant had notice only that Monaco was requesting a charging lien against the real property, and did not have

notice that a money judgment might be entered. While Monaco again argues that the motion for charging lien was susceptible to amendment to include a money judgment, he does not contend that it was so amended or that the appellant had notice of an impending money judgment. Where an issue is not presented by the pleadings, nor litigated by the parties, a judgment entered on that issue cannot stand. *Brady v. Jones*, 491 So.2d 1272 (Fla. 2d DCA 1986).

***584** ^[3] Furthermore, other than by charging lien, a trial court has no authority to enter an order or judgment requiring a party to pay for his representation in a proceeding. *Conroy v. Conroy*, 370 So.2d 1188 (Fla. 2d DCA 1979), *cert. den.*, 381 So.2d 765 (Fla.1980). *Cristiani v. Cristiani*, 114 So.2d 726 (Fla. 2d DCA 1959); *see also Behar v. Root*, 393 So.2d 1169 (Fla. 3d DCA 1981); *Herold v. Hunt*, 327 So.2d 240 (Fla. 4th DCA 1976). Because we conclude that there was no basis alleged for a charging lien on appellant’s real property, there can be no valid money judgment. To hold otherwise would deprive the appellant of due process in the determination of the fee. *Conroy*, 370 So.2d at 1189.

We therefore reverse the order awarding Monaco a money judgment and charging lien for attorney fees.

Reversed.

ALTENBERND, J., and BOARDMAN, EDWARD F. (Ret.) J., concur.

All Citations

551 So.2d 581, 14 Fla. L. Weekly 2516

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT IN AND
FOR LEON COUNTY, FLORIDA

FAMILY LAW DIVISION
CASE NO. 2017-DR-3453

IN RE: The Marriage of:

KEITH NOLDER JR.,
Husband,
and

STEFANIE NOLDER,
Wife.

INCOME DEDUCTION ORDER

TO: Westminister Oaks and ANY PRESENT OR SUBSEQUENT EMPLOYERS/PAYORS
OF OBLIGOR, KEITH NOLDER JR.

YOU ARE HEREBY ORDERED to make regular deductions from all income due and payable to the above-named obligor in accordance with the terms of this order as follows:

1. This Income Deduction Order shall be effective December 1, 2017.
2. You shall deduct:
 - a) \$470.00 per month (or \$216.93 bi-weekly) for child support. Child support shall be automatically reduced or terminated consistent with the schedule in paragraph 7.
 - b) \$875.00 per month (or \$403.84 bi-weekly) for alimony until November 1, 2031. On November 1, 2031, alimony shall be reduced to \$275.00 per month (or \$126.92 bi-weekly) until November 1, 2038.
 - c) \$5.25 a month for administrative fee.
3. You shall pay the deducted amount to the "State of Florida Disbursement Unit", and mail it to the State of Florida Disbursement Unit P.O. Box 8500, Tallahassee, FL 32314-8500, (tel (877) 769-0251. All payments must include the obligor's name (Keith Nolder, Jr.), obligor's social security number (last 4 digits are [REDACTED]), obligee's name (Stefanie Nolder), county where court order originated, and case number. All payments must be made by check, money order, cashier's check, certified check, or through the Internet with access provided by the State of Florida www.floridasdu.com.
4. If a delinquency accrues after the order establishing, modifying, or enforcing the obligation has been entered and there is no order for repayment of the delinquency or a preexisting

arrearage, a payor shall deduct an additional 20 percent of the current support obligation or other amount agreed to by the parties until the delinquency and any attorneys' fees and costs are paid in full. No deduction may be applied to attorneys' fees and costs until the delinquency is paid in full.

5. You shall not deduct in excess of the amounts allowed under the Consumer Credit Protection Act, 15 U.S.C. §673(b), as amended.
6. You shall deduct none of the income which is payable to the obligor in the form of a bonus or other similar one-time payment, up to the amount of arrearage reported in the Income Deduction Order or the remaining balance thereof, and forward the payment to the State of Florida Disbursement Unit. For purposes of this subparagraph, "bonus" means a payment in addition to an obligor's usual compensation and which is in addition to any amounts contracted for or otherwise legally due and shall not include any commission payments due an obligor.
7. This Income Deduction Order shall remain in effect so long as the underlying order of support is effective or until further order of the court. When the oldest child graduates from high school then child support shall decrease to \$405.00 a month. When the middle child graduates from high school then child support shall decrease to \$315.00 a month. Child support shall cease to be due for each child on the first to occur of the following events: the Wife dies; the child dies; the child is emancipated, or the child graduates from high school.

STATEMENT OF OBLIGOR'S RIGHTS, REMEDIES, AND DUTIES

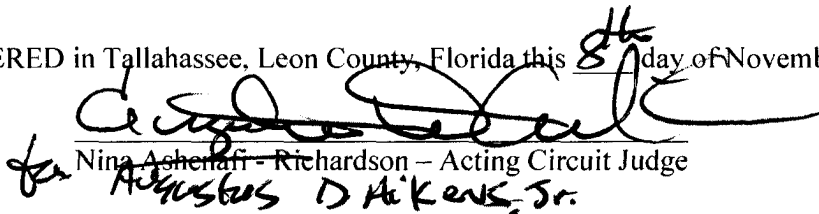
8. The obligor is required to pay all amounts and fees specified within this Income Deduction Order.
9. The amounts deducted may not be in excess of that allowed under the Consumer Credit Protection Act, 15 U.S.C. §1673(b) as amended.
10. This income deduction order applies to all of the obligor's current and subsequent payors and periods of employment.
11. A copy of the Income Deduction Order will be served upon the obligor's payor or payors.
12. Enforcement of the Income Deduction Order may only be contested on the ground of mistake of fact regarding the amount owed pursuant to the order establishing, enforcing, or modifying the obligation, the arrearages, or the identity of the obligor, the payor, or the obligee.
13. The obligor is required to notify the obligee and, when the obligee is receiving IV-D services, the IV-D agency, within 7 days of any changes in the obligor's address, payors, and the addresses of the obligor's payors.
14. In a Title IV-D case, if an obligation to pay current support is reduced or terminated due to emancipation of a child and the obligor owes an arrearage, retroactive support, delinquency,

or costs, income deduction continues at the rate in effect immediately prior to emancipation until all arrearages, retroactive support, delinquencies, and costs are paid in full or until the amount of withholding is modified.

DONE AND ORDERED in Tallahassee, Leon County, Florida this 8th day of November, 2017.

Copies furnished to:

Christi Gray, Attorney for Wife
Keith Nolder, Pro Se


for Nina Asherafi-Richardson - Acting Circuit Judge
Augustus D. HICKENS, Jr.

Filing # 170281979 E-Filed 04/04/2023 10:57:46 AM

IN THE CIRCUIT COURT FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2006-DR-6053-FM
DIVISION: FM-D

PAULA CYNNEA MCNEAL, and STATE OF
FLORIDA, DEPARTMENT OF REVENUE,

Petitioners,

vs.

DEMETRUS JENNINGS,
n/k/a DIMITRIA JENNINGS,

Respondent.

**ORDER GRANTING MOTION FOR CONTEMPT
ORDER REINSTATING DRIVER LICENSE
REPORT OF THE SUPPORT ENFORCEMENT HEARING OFFICER**

THIS CAUSE came before Garret N. Barket, Support Enforcement Hearing Officer, pursuant to Rule 12.491, Fla. Fam. L.R.P., and Administrative Orders of this Circuit, on March 21, 2023, upon a motion for contempt. Present at the hearing, via Zoom, were the Department of Revenue, Shane C. Maddox, Esq., counsel for DOR, and

X NMP, ___ MP, ___ counsel for NMP, ___ counsel for NMP

REFERENCES

"NMP" refers to Dimitria Jennings, the non-majority party/Obligor.

"MP" refers to Paula McNeal, the majority party/Obligee.

The term "majority" is intended to imply the party with whom the child(ren) spends the majority of time but does not address custody or time-sharing.

"Depository" refers to Domestic Relations Depository.

FINDINGS

The Support Enforcement Hearing Officer, having reviewed the Court file, received testimony, and heard argument of counsel, finds:

- a. The Court has jurisdiction over the parties and the subject matter raised in the pleadings, and the Support Enforcement Hearing Officer has authority to hear this matter.
- b. Obligor received proper notice of these proceedings.
- c. An order was issued in this action ordering Obligor to pay child support of \$400.00 per month as well as an additional payment of \$20.00 per month toward arrearages.
- d. The Depository records as of March 17, 2023, reflect that Obligor is in arrears in the amount of \$27,442.82. Jurisdiction is retained to determine interest.
- e. Obligor had and presently has the ability to pay the sums required by the prior Court order based upon the presumption of validity of the prior Court order.

- f. Obligor testified to having the ability to pay a purge of \$250.00 on or before April 21, 2023.
- g. The Court finds that Obligor is physically able to work.

WHEREFORE, IT IS RECOMMENDED:

1. The Depository records reflect that Obligor is in arrears \$27,442.82 through the payment due March 17, 2023, and is adjudged to be in willful indirect contempt of this Court for failure to pay child support as ordered while having the ability to pay.

2. The Court adjudges Obligor to be in indirect civil contempt for his failure to pay child support as previously ordered. The Court hereby directs Obligor to comply with the following:

a. Obligor shall pay \$250.00 by April 21, 2023, together with all regular payments that come due hereafter.

b. Obligor shall diligently search for employment. Diligent search shall include applying to no fewer than 30 jobs per month. Obligor shall supply proof of his/her job searches to DOR and the Clerk of Court on or before the 15th day of each month commencing with the first month after the date this order is rendered. **FAILURE TO COMPLY WITH THIS PROVISION WILL BE PRIMA FACIE EVIDENCE OF INTENT TO NOT COMPLY WITH THE COURT'S ORDER AND MAY SUBJECT OBLIGOR TO THE COURT'S ARREST POWERS.**

c. Proof of job searches shall be submitted to the Florida Department of Revenue, 921 North Davis Street, Building A, Jacksonville, Florida 32209.

d. Upon obtaining employment, the Obligor shall notify the Department of the name, address, phone number, and start date for the new employer. The work search requirement will end after employment is obtained and maintained.

3. Child support payments shall continue as previously ordered.

4. All payments shall be made through the State of Florida Disbursement Unit, together with the applicable service charges.

5. Within 365 days Obligor shall pay the Administrative costs to the Department of Revenue, 921 North Davis Street, Ste 150, Jacksonville, Florida 32209, in the amount of \$114.00.

6. The parties are hereby advised of their rights under Fla. Fam. L.R. 12.491, "any party affected by the order may move to vacate the order by filing a motion to vacate within 10 days from the date of entry."

7. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order.

8. The Department of Revenue shall take necessary actions to reinstate Obligor's driver license upon payment of purge as outlined above.

9. The Obligor is hereby on notice that failure to pay the purge timely MAY result in the issuance of a Writ of Bodily Attachment without further hearing.

This hearing was electronically recorded. Any party may obtain a copy of the recording by contacting Official Reporters at <http://officialreporterinc.com/>. Any party affected by this order may move to vacate the order within 10 days from the date of entry. Any party may file a cross-motion to vacate within 5 days of service of a motion to vacate, provided, however, that the filing of a cross-motion to vacate shall not delay the hearing on a motion to vacate unless good cause is shown. A motion to vacate the order shall be heard within 10 days after the movant applies for hearing on the motion. Failure to provide a proper record sufficient to support the movant's position will result in a denial of the motion. A sufficient record ordinarily includes a written transcript of all relevant proceedings.

It is the recommendation of the undersigned Support Enforcement Hearing Officer that the above findings of fact and recommendation be incorporated into and entered as an order of this Court, and for the entry of an appropriate income deduction order.

Recommended this Thursday, March 30, 2023.

16-2006-DR-006053-FMXX-MA 03/30/2023 11:49:01 AM

Garrett Barket
Garrett Barket, Magistrate
16-2006-DR-006053-FMXX-MA 03/30/2023 11:49:01 AM

ORDER FOR CHILD SUPPORT AND OTHER RELIEF

The Court has jurisdiction of this cause and having reviewed the Report of the Support Enforcement Hearing Officer hereby

ORDERS and ADJUDGES:

1. The Report of the Support Enforcement Hearing Officer ratified, confirmed, and adopted as the order of this Court and is incorporated herein by this reference; except the driver license shall not be reinstated if it is revoked or suspended for any non-child support reasons.
2. All parties shall be governed by said order and shall comply with each particular therein.
3. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order.
4. All future pleadings, motions, and notices for Obligor shall be sent to 1137 Lakeshore Blvd., Jacksonville, Florida 32205 until or unless a proper form or pleading is submitted with the Court to amend or update the mailing address of Obligor.

DONE and ORDERED in Chambers, Jacksonville, Duval County, Florida, this Thursday, March 30, 2023.

16-2006-DR-006053-FMXX-MA 03/30/2023 12:34:03 PM

James E. Kallagher
James E. Kallagher, Judge
16-2006-DR-006053-FMXX-MA 03/30/2023 12:34:03 PM

Copies furnished to:
Hemphill & Hemphill
Obligor
Obligee

HOSPITAL CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF BROWARD

RE: ORAGENE, CYNTHIA
ACCOUNT#: 234389718

BEFORE ME, the undersigned notary public,
personally appeared LAQUWANIA MCLEOD, residing at Broward County, Fl.
who was duly sworn and says that she is the duly authorized agent of
the North Broward Hospital District, operating and doing business as
BROWARD HEALTH NORTH at 201 E. SAMPLE ROAD
DEERFIELD BEACH, FL 33064 and further says that:

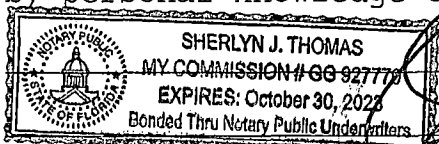
1. ORAGENE, CYNTHIA whose address as shown
on the Hospital Records is 1919 19TH LN
GREENACRES FL 33463 was admitted as a patient in such
Hospital on 03/22/23 and discharged as an out-patient.
2. The Hospital claims \$ 9216.25 is due for care, treatment and
maintenance of said patient during the aforesaid period of time, as
attached statement.
3. To the best knowledge of the undersigned, the patient or his legal
representative claims the following persons, firms, or corporations, at
the address shown, are liable on account of the illness or injuries which
made the aforesaid hospitalization necessary:

CYNTHIA ORAGENE (PT)
1919 19TH LN
GREENACRES FL 33463

BLUE CROSS PPC
PO BOX 1798
JACKSONVILLE, FL 32231

4. This Claim is filed pursuant to Chapter 16 of the Broward County Code.
5. The undersigned certifies that a copy of this Claim will be sent by
certified mail, postage prepaid, to each person, firm or corporation
identified in Paragraph 3 above within one day after filing this Claim.

Subscribed and sworn to before me
this day of 03/27/2023
whose signature was verified
by personal knowledge or driver's license



Notary

NORTH BROWARD HOSPITAL DISTRICT
d/b/a
BROWARD HEALTH NORTH
LAQUWANIA MCLEOD
COLLECTIONS SUPERVISOR

Prepared by: HAMA69
NORTH BROWARD HOSPITAL DISTRICT. CENTRAL BUSINESS OFFICE,
1608 S.E. 3RD AVENUE, FORT LAUDERDALE, FL 33316

Sec. 16-13. - Established.

Every individual, partnership, firm, association, corporation, institution and governmental unit, and every combination of any of the foregoing, operating a hospital shall be entitled to a lien for all reasonable charges for hospital care, treatment and maintenance of ill or injured persons upon any and all causes of action, suits, claims, counterclaims and demands accruing to the persons to whom such care, treatment or maintenance are furnished, or accruing to the legal representatives of such persons, and upon all judgments, settlements and settlement agreements rendered or entered into by virtue thereof, on account of illness or injuries giving rise to such causes of action, suits, claims, counterclaims, demands, judgment, settlement or settlement agreement and which necessitate or shall have necessitated such hospital care, treatment and maintenance.

(Sp. Acts 1955, Ch. 30615, § 1)

163.08 Supplemental authority for improvements to real property.—

(1)(a) In chapter 2008-227, Laws of Florida, the Legislature amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements through enhanced conservation and efficiency measures in all end-use sectors and reduce atmospheric carbon dioxide by promoting an increased use of renewable energy resources. That act also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security, and the reduction of greenhouse gases. In addition to establishing policies to promote the use of renewable energy, the Legislature provided for a schedule of increases in energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction. In chapter 2008-191, Laws of Florida, the Legislature adopted new energy conservation and greenhouse gas reduction comprehensive planning requirements for local governments. In the 2008 general election, the voters of this state approved a constitutional amendment authorizing the Legislature, by general law, to prohibit consideration of any change or improvement made for the purpose of improving a property's resistance to wind damage or the installation of a renewable energy source device in the determination of the assessed value of residential real property.

(b) The Legislature finds that all energy-consuming-improved properties that are not using energy conservation strategies contribute to the burden affecting all improved property resulting from fossil fuel energy production. Improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption. All improved properties not protected from wind damage by wind resistance qualifying improvements contribute to the burden affecting all improved property resulting from potential wind damage. Improved property that has been retrofitted with wind resistance qualifying improvements receives the special benefit of reducing the property's burden from potential wind damage. Further, the installation and operation of qualifying improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies. In order to make qualifying improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.

(c) The Legislature determines that the actions authorized under this section, including, but not limited to, the financing of qualifying improvements through the execution of financing agreements and the related imposition of voluntary assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants.

(2) As used in this section, the term:

(a) “Local government” means a county, a municipality, a dependent special district as defined in s. 189.012, or a separate legal entity created pursuant to s. 163.01(7).

(b) “Qualifying improvement” includes any:

1. Energy conservation and efficiency improvement, which is a measure to reduce consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; building modifications to increase the use of daylight; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; and installation of efficient lighting equipment.

2. Renewable energy improvement, which is the installation of any system in which the electrical, mechanical, or thermal energy is produced from a method that uses one or more of the following fuels or energy sources: hydrogen, solar energy, geothermal energy, bioenergy, and wind energy.

3. Wind resistance improvement, which includes, but is not limited to:

- a. Improving the strength of the roof deck attachment;
- b. Creating a secondary water barrier to prevent water intrusion;
- c. Installing wind-resistant shingles;
- d. Installing gable-end bracing;
- e. Reinforcing roof-to-wall connections;
- f. Installing storm shutters; or
- g. Installing opening protections.

(3) A local government may levy non-ad valorem assessments to fund qualifying improvements.

(4) Subject to local government ordinance or resolution, a property owner may apply to the local government for funding to finance a qualifying improvement and enter into a financing agreement with the local government. Costs incurred by the local government for such purpose may be collected as a non-ad valorem assessment. A non-ad valorem assessment shall be collected pursuant to s. 197.3632 and, notwithstanding s. 197.3632(8)(a), shall not be subject to discount for early payment. However, the notice and adoption requirements of s. 197.3632(4) do not apply if this section is used and complied with, and the intent resolution, publication of notice, and mailed notices to the property appraiser, tax collector, and Department of Revenue required by s. 197.3632(3)(a) may be provided on or before August 15 in conjunction with any non-ad valorem assessment authorized by this section, if the property appraiser, tax collector, and local government agree.

(5) Pursuant to this section or as otherwise provided by law or pursuant to a local government's home rule power, a local government may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements.

(6) A qualifying improvement program may be administered by a for-profit entity or a not-for-profit organization on behalf of and at the discretion of the local government.

(7) A local government may incur debt for the purpose of providing such improvements, payable from revenues received from the improved property, or any other available revenue source authorized by law.

(8) A local government may enter into a financing agreement only with the record owner of the affected property. Any financing agreement entered into pursuant to this section or a summary memorandum of such agreement shall be recorded in the public records of the county within which the property is located by the sponsoring unit of local government within 5 days after execution of the agreement. The recorded agreement shall provide constructive notice that the assessment to be levied on the property constitutes a lien of equal dignity to county taxes and assessments from the date of recordation.

(9) Before entering into a financing agreement, the local government shall reasonably determine that all property taxes and any other assessments levied on the same bill as property taxes are paid and have not been delinquent for the preceding 3 years or the property owner's period of ownership, whichever is less; that there are no involuntary liens, including, but not limited to, construction liens on the property; that no notices of default or other evidence of property-based debt delinquency have been recorded during the preceding 3 years or the property owner's period of ownership, whichever is less; and that the property owner is current on all mortgage debt on the property.

(10) A qualifying improvement shall be affixed to a building or facility that is part of the property and shall constitute an improvement to the building or facility or a fixture attached to the building or facility. An agreement between a local government and a qualifying property owner may not cover wind-resistance improvements in buildings or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.

(11) Any work requiring a license under any applicable law to make a qualifying improvement shall be performed by a contractor properly certified or registered pursuant to part I or part II of chapter 489.

(12)(a) Without the consent of the holders or loan servicers of any mortgage encumbering or otherwise secured by the property, the total amount of any non-ad valorem assessment for a property under this section may not exceed 20 percent of the just value of the property as determined by the county property appraiser.

(b) Notwithstanding paragraph (a), a non-ad valorem assessment for a qualifying improvement defined in subparagraph (2)(b)1. or subparagraph (2)(b)2. that is supported by an energy audit is not subject to the limits in this subsection if the audit demonstrates that the annual energy savings from the qualified improvement equals or exceeds the annual repayment amount of the non-ad valorem assessment.

(13) At least 30 days before entering into a financing agreement, the property owner shall provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the property a notice of the owner's intent to enter into a financing agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount. A verified copy or other proof of such notice shall be provided to the local government. A provision in any agreement between a mortgagee or other lienholder and a property owner, or otherwise now or hereafter binding upon a property owner, which allows for acceleration of payment of the mortgage, note, or lien or other unilateral modification solely as a result of entering into a financing agreement as provided for in this section is not enforceable. This subsection does not limit the authority of the holder or loan servicer to increase the required monthly escrow by an amount necessary to annually pay the qualifying improvement assessment.

(14) At or before the time a purchaser executes a contract for the sale and purchase of any property for which a non-ad valorem assessment has been levied under this section and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE.—The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

(15) A provision in any agreement between a local government and a public or private power or energy provider or other utility provider is not enforceable to limit or prohibit any local government from exercising its authority under this section.

(16) This section is additional and supplemental to county and municipal home rule authority and not in derogation of such authority or a limitation upon such authority.

History.—s. 1, ch. 2010-139; s. 1, ch. 2012-117; s. 64, ch. 2014-22.

This instrument was prepared by or under the supervision
of (and after recording should be returned to):

Joseph P. Stanton
Broad & Cassel
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961

(SPACE reserved for Clerk of Court)

LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND BROWARD COUNTY

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this 2nd day of May, 2017 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and **BROWARD COUNTY**, a political subdivision of the State of Florida (the "County") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the jurisdictional boundaries of the County.

W I T N E S S E T H

WHEREAS, pursuant to Section 163.08(1), Florida Statutes ("F.S."), the Florida legislature determined that certain renewable energy, energy conservation and efficiency, and wind resistance improvements ("Qualifying Improvements") provide a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

WHEREAS, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the Florida legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

WHEREAS, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time, most recently on January 10, 2107, (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, any subsequent parties thereto (the "FRED Public Agencies"), and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "FRED Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate jurisdictional boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

WHEREAS, pursuant to Sections 7(B) and 12(B), (I) and (J) of the Interlocal Agreement, FRED covenants and represents that it is relying solely on the powers granted to FRED under Sections 163.08(2) -(5), Florida Statutes; specifically, exercising the power of a local government under Section 163.08(3), Florida Statutes, to levy non-ad valorem assessments for the financing of Qualifying Improvements in the County; and

WHEREAS, as a Limited Member of the Interlocal Agreement, the County is not providing for the exercise of its own power of special assessment but merely providing its consent for FRED to levy special assessments within the jurisdictional boundaries of the County; and

WHEREAS, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the County as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below and filing in accordance with Section 27 of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. DEFINITIONS. Any capitalized or initially capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the jurisdictional boundaries of the County to access the PACE program and permit FRED to administer the PACE program within such jurisdictional boundaries.

SECTION 3. RIGHTS OF PARTIES. FRED, together with its member Parties, and the County, with the intent to be bound thereto, hereby agree that the County shall become a Limited Member of the Interlocal Agreement together with only those rights and obligations of Limited Members as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of voluntary non-ad valorem special assessments by FRED, within the jurisdictional boundaries of the County, as more specifically described below, and FRED agrees to operate the PACE Program within those jurisdictional boundaries in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the County.

SECTION 4. LEVY OF SPECIAL ASSESSMENTS. The Parties hereby acknowledge and agree that the non-ad valorem special assessments arising from a property owner's voluntary participation in the PACE program shall be levied by FRED on properties within the jurisdictional boundaries the County, and any act by the County

in the collection and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

SECTION 5. QUALIFYING IMPROVEMENTS. FRED may provide access to financing for Qualifying Improvements to real property within the jurisdictional boundaries of the County, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the County.

SECTION 6. FINANCING AGREEMENT. Before extending any financing or subjecting any participating real property within the jurisdictional boundaries of the County to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the jurisdictional boundaries of the County who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

SECTION 7. BOUNDARIES OF THE PACE PROGRAM. For the limited purposes of administering the PACE program and imposing non-ad valorem special assessments as described in this Agreement, the jurisdictional boundaries of FRED shall include the jurisdictional boundaries of the County, which jurisdictional boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the County by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the County agrees to provide FRED the current jurisdictional description of the jurisdictional boundaries of the County.

FRED shall allow the County sixty (60) days from the date the County formally joins FRED to identify the municipalities within the County that elect to opt out of FRED ("Initial Opt-Out Period"). Prior to the expiration of the Initial Opt-Out Period, the County shall deliver to the FRED a list of municipalities that have elected to opt out of FRED and its FDFC PACE Program. FRED may not process or approve applications from Broward County residents for participation in the Broward County PACE Program until an incorporated area has: 1) signed a Limited Member Interlocal Agreement directly with FRED authorizing its own PACE Program, 2) provided written notification to the County of its intent to participate in the Broward County PACE Program, or 3) after the Initial Opt Out Period, whichever comes first.

SECTION 8. ELIGIBLE PROPERTIES. Within the jurisdictional boundaries of the County, improved real property, including any residential, commercial,

agricultural and industrial use may be eligible for participation in the PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes, and County's PACE ordinance and resolutions.

SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the jurisdictional boundaries of the County to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the Florida legislature. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the jurisdictional boundaries of the County as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

SECTION 10. TERM. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. The County may also terminate the inclusion of any municipality that elects to opt out of the Program ("Municipal Termination Notice") after the Initial Opt Out Period. Beginning on the date FRED receives a Termination Notice from the County or a Municipal Termination Notice ("Termination Date"), FRED shall not approve any new applications affecting property within the jurisdictional boundaries of the County or municipality referenced in the Termination Notice or Municipal Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

In the event County terminates the Agreement or a municipality terminates their participation in the Agreement, FRED shall provide for on-going management of assessments related to any projects completed under FRED's auspices, continue to provide all of its services in a professional manner in accordance with the Agreement, and continue to work in good faith with the County regarding collection and distribution of remaining assessments. Notwithstanding the above, if the County terminates the Agreement it shall not affect any separate Limited member Interlocal Agreement between a municipality and FRED.

SECTION 11. CONSENT. This Agreement, together with the resolution by the governing board of the County approving this Agreement, shall be considered the

Parties' consent to authorize FRED to administer the PACE program within the jurisdictional boundaries of the County, as required by Section 163.08, Florida Statutes.

SECTION 12. COUNTY COORDINATOR. The Director of the Environmental Planning and Community Resilience Division within the County shall serve as the County's primary point of contact and coordinator. The County will advise FRED of any changes to the County's primary contact and coordinator within 30 days of such changes.

SECTION 13. CARBON OR SIMILAR CREDITS. To the extent permitted by law, in the event that the Financing Agreement or any other PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, any such carbon or similar mitigation credits derived from properties within the jurisdictional boundaries of the County, shall be shared in equal parts between FRED and the County.

SECTION 14. LIMITED OBLIGATIONS. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the County pursuant to this Agreement or the Interlocal Agreement. To the extent that FRED or FDFC issues PACE-related bonds under its own authority in connection with this Agreement or the Interlocal Agreement, the security for such bonds may be secured by the voluntary non-ad valorem special assessments imposed by FRED on participating properties within the jurisdictional boundaries of the County. The issuance of such bonds shall not directly, indirectly, or contingently obligate the County to levy or to pledge any form of assessment or taxation whatsoever, or to levy ad valorem taxes on any property to pay the bonds, and the bonds and any bond obligations shall not constitute a lien upon any property owned by the County. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the County is not an obligated party, and also adequately disclose material attendant risks with PACE programs.

SECTION 15. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) To the extent applicable County and FRED shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. County and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to

the municipalities and counties of the State. County is completely independent of FRED. To the extent provided by law, FRED, FDFC, and its approved PACE administrators shall indemnify, defend and hold harmless County and any of its municipalities (including current and former officers, agents, and employees), which have participated in and been subject to this Agreement, from any and all damages, claims, losses, expenditures and liability arising from the negligence, reckless, or intentional misconduct of FRED relating to operation of the PACE program or arising from or in connection to this Agreement. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(B) Neither County, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of FRED or any other agents, employees, officers or officials, FDFC or its approved PACE administrators of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED, FDFC or its approved PACE administrators have any authority or power to otherwise obligate either County, the local governments who are either or both the founders or members of FRED, nor any subsequently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

(D) The obligations of this section shall survive the expiration or earlier termination of this Agreement.

SECTION 16. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser within the jurisdictional boundaries of the County, which shall provide for the collection and distribution of any of the voluntary non-ad valorem special assessments imposed by FRED within the jurisdictional boundaries of the County. If required by the tax collector and property appraiser, the County agrees to enter into those agreements as a third-party to facilitate the collection and distribution of the voluntary non-ad valorem special assessments imposed by FRED.

SECTION 17. OPINION OF BOND COUNSEL. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE program's structure complies with the bond validation judgment and the underlying bond documents.

SECTION 18. AGENTS OF FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable County, state and federal laws.

SECTION 19. NONDISCRIMINATION. During the term of this Agreement, FRED, FDFC, and its Program Administrators shall not discriminate against any of its employees or applicants for employment, if any, and shall abide by all applicable federal, state, and County ordinances and resolutions regarding nondiscrimination protections for all the protected statuses enumerated therein.

SECTION 20. NOTICES. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), by certified U.S. mail with return receipt requested, or by electronic mail, if provided, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803
407.956.5695 (t)
bspivey@fdpcbonds.com

AND

Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@broadandcassel.com

If to County:

Dr. Jennifer Jurado, Director
Environmental Planning and Community Resilience Division
115 S. Andrews Avenue, Room 329H
Fort Lauderdale, FL 33301
jjurado@broward.org

AND

County Attorney
Broward County Office of the County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

SECTION 21. AMENDMENTS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the County and FRED or other delegated authority authorized to execute same on their behalf.

SECTION 22. JOINT EFFORT. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

SECTION 23. MERGER. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 24. ASSIGNMENT. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

SECTION 25. THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this

Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

SECTION 26. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

SECTION 27. RECORDING. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Finance and Administrative Services Department's Records, Taxes, and Treasury Division of the County and recorded in the public records of the County as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

SECTION 28. SEVERABILITY. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 29. EFFECTIVE DATE. This Agreement shall become effective upon the execution by both Parties hereto and filing pursuant to Section 163.01(11), F.S.

SECTION 30. NOTICE. FRED GOVERNING BOARD MEETINGS. FRED shall provide the County thirty (30) day prior notice of FRED Governing Board meetings at which changes would be considered regarding fees charged and notices given to property owners, the approved Administrator agreements, or that could affect the County as a Limited Party.

SECTION 31. LAW, JURISDICTION, AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. FRED, FDFC, their approved Administrators, and the County agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, FRED, FDFC, their approved Administrators, and the County agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, FRED, FDFC, THEIR APPROVED ADMINISTRATORS, AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF

VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

SECTION 32. BREACH. A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall, within 30 days after receiving written notice of such breach, proceed diligently and in good faith to take all commercially reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. Unless otherwise provided herein, the Parties to this Agreement may proceed at law or in equity to enforce their rights under this Agreement.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS WHEREOF, Broward County, signing by and through its County Administrator authorized to execute same by the Broward County Board of County Commissioners' action on the 16th day of August, 2016, has executed this Limited Purpose Party Membership Agreement.

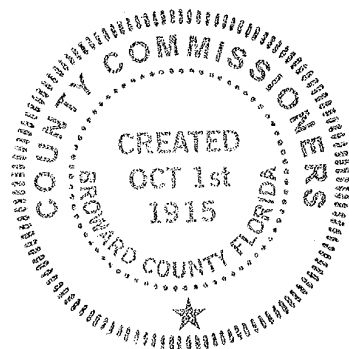
WITNESSES:

Print Name:

Christina Daly

Print Name:

JODI GARDNER

BROWARD COUNTY, through its
COUNTY ADMINISTRATOR

By

BERTHA HENRY

2nd day of May, 2017

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By

Michael C. Owens 5/1/17
(Date)

Senior Assistant County Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

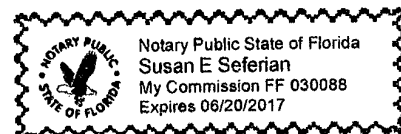
The foregoing instrument was acknowledged before me this 2nd day of May, 2017, by Bertha Henry, County Administrator of Broward County, Florida, who is personally known to me/has produced N/A as identification.

(SEAL)

Printed/Typed Name:

Notary Public-State of Florida

Commission Number:



[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

Jennifer Jenkins
Jennifer Jenkins

FLORIDA DEVELOPMENT FINANCE
CORPORATION on behalf of FLORIDA
RESILIENCY AND ENERGY DISTRICT

By: William "Bill" F. Spivey, Jr.

William "Bill" F. Spivey, Jr.
Executive Director

WITNESS:

John P. Barrows
John P. Barrows

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of April, 2017, by William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, who is personally known to me/has produced _____ as identification.

(SEAL)



RYAN GREENE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF086544
Expires 1/26/2018

Printed/Typed Name: Ryan Greene

Notary Public-State of Florida

Commission Number:

FF086544

The Florida HERO Program (the "Program") finances installation of renewable energy, energy efficient, and wind-resistant improvements that are permanently fixed to a property owner's real property ("Eligible Products"). The cost of the purchase and installation of Eligible Products (the "Project Cost") will be financed upon the property owner's signing of a financing agreement with the Florida Development Finance Corporation ("FDPC") and the Florida Resiliency and Energy District ("FRED" or the "Local Government") ("Financing Agreement"). FDPC has retained Renovate America, Inc. ("Renovate America" or "Program Administrator") to facilitate the Program, and you will see this name throughout the Program materials. FDPC provides oversight of multiple Program Administrators for its non-exclusive PACE program and Renovate America serves as a Program Administrator.

Property Owner Acknowledgments

In order to participate in the Program, I understand that I need to meet the qualifications listed below. By signing this Application, I acknowledge and represent to the best of my knowledge that I and any other owner(s) and/or trustee(s) of the property (the "Property" which is the subject of this application) meet these qualifications and I authorize the Program Administrator to obtain a credit report for each of the Property owner(s) and/or trustees whose social security number is provided on this application.

1. Applicant(s) must be the owner(s) of record for the respective Property.
2. Property owner(s) must be current on all mortgage debt on the Property.
3. No notices of default or other evidence of property-based debt delinquency have been recorded during the preceding three years or the property owner's period of ownership, whichever is less.
4. Property owner(s) must be current on their property taxes and any other assessments levied on the same bill as property taxes are paid and property taxes must not have been delinquent for the preceding three years or the period of ownership, whichever is less.
5. Property owner(s) are not involved in bankruptcy proceedings.
6. The Property must not have any involuntary liens, including but not limited to, construction liens.

I understand that to qualify for the Program that the following requirements must be met:

- a. The total amount of any non-ad valorem assessment for a property must not exceed 20 percent of the just value of the Property as determined by the county property appraiser. Household income is also a consideration and may affect application approval and maximum approval amounts.
- b. The combined amount to be financed under the Program plus the mortgage-related debt must not exceed 100% of the value of the Property.
- c. The all-in tax payment on the Property (including the assessment and any other assessments) must not exceed 5% of the value of the Property.
- d. Property owner(s) must sign all required documentation including, but not limited to, the Application, and the Financing Agreement with all other required Financing Documents.
- e. Following approval of the Application, the contractor or Property owner(s) must contact the Program to identify the Eligible Products the Property owner(s) would like to install, the Property owner(s) must sign a Financing Agreement, and receive Notification to Proceed from the Program before beginning the installation of any Eligible Products. Products which have not been approved by the Program will not be funded.
- f. In Broward County, the total amount of annual PACE assessments must not exceed 4% of the total annual gross income of the Property owner in the prior calendar or fiscal year. In addition, the all-in tax payment on the Property (including the assessment and any other assessments) must not exceed 5% of the just value of the property, as determined by the county property appraiser or by other valuation method provided for in the Broward County PACE resolution.
- g. For certain homeowners in Palm Beach County and for homeowners in the City of West Palm Beach, all mortgage-related debt on the Property may not exceed 90% of the value of the Property.

By signing this Application, I hereby declare under penalty of perjury under the laws of the State of Florida the following:

1. That the information provided in this Application is true and correct as of the date set forth opposite my signature on the Application and that I understand any intentional or negligent misrepresentation(s) of the information contained in this Application may result in civil liability and/or criminal penalties including, but not limited to, imprisonment, liability for monetary damages to FDPC, the Local Government, its agents, its administrators, or successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I have made in this Application, or both.
2. I have the authority to authorize the Program Administrator to obtain a credit report for each of the Property owner(s) and/or trustee(s) whose social security number(s) is provided on this Application.
3. I understand that it is my responsibility to receive, read and understand all documents comprising the Program, which, in addition to information on the Program website, include the following:
 - a. This Application;
 - b. Privacy Policy Notice;
 - c. Financing Agreement; and
 - d. Program Handbook.

I have had an opportunity to speak with Renovate America representatives and my legal counsel on any questions I have regarding the documents listed above. I am also aware that Property owners are encouraged to consult with legal counsel or a tax professional of their choice before entering into a Financing Agreement.

4. I am applying to participate in the Program. I have the authority, without the consent of any third party, to execute and deliver this Application, the Financing Agreement, and the various other documents and instruments referenced herein.
5. I understand that the financing provided pursuant to the Financing Agreement will be repayable through an assessment levied against the Property. I consent to, and understand that a Summary Memorandum of the Financing Agreement will be recorded in the public records of the county within

which the Property is located within five days after execution of the Financing Agreement with the FDFC and the Local Government and will be repayable through regular installments over the term of the Financing Agreement. The property tax bill (which will include the assessment payments) for the Property will increase by the amount of these assessment installment payments. The Financing Agreement will specify the amount of the assessment, the assessment installments and the interest on the assessment to be collected on the property tax bill for the Property each year during the term specified in the Financing Agreement. Pursuant to Section 163.08(4) of the Florida Statutes, the assessment shall not be subject to discount for early payment. The assessment, interest and any penalties thereon will constitute a lien against the Property until they are paid. As with all assessment liens, this lien will be senior to all existing and future private liens against the Property, including mortgages, deeds of trust and other security instruments.

6. If, as of the date of this Application or any time before the completion of the installation of Eligible Products on the Property to be financed through my HERO Financing Agreement, I have obtained or am in the process of obtaining additional financing for the installation of energy efficiency, renewable energy or wind-resistant improvements from a non-HERO Program the repayment of which will also be collected on my property tax bill through the levy of an additional assessment against the Property, I will notify the Program as part of my HERO Application process (or at such other time before the installation of my HERO financed Eligible Improvements is complete) and will provide all relevant information requested by the Program in order to determine if I have met the requirements listed above.

Disclosures

The following describes some (but not all) characteristics and risks of participation in the Program as well as laws to which the Program is subject. A full understanding of any item listed below can be gained only by reviewing the relevant laws, policy statements, and/or the contractual documents related to the Program. The Program Administrator is available to answer questions regarding the items listed below before you enter into a Financing Agreement, and invites you to ask Program representatives any questions regarding these items or if you need copies of any document related to the Program.

1. Program Disclosures and Disclaimers.

- a. **Existing Mortgage.** The Program establishes the manner by which FDFC may finance, pursuant to Sections 163.08 and 288.9602-288.9610, of the Florida Statutes, as amended and supplemented, the installation of Eligible Products. Eligible Products will be financed pursuant to a Financing Agreement between the Applicant(s), FDFC, and the Local Government.

BEFORE COMPLETING A PROGRAM APPLICATION, YOU SHOULD CAREFULLY REVIEW ANY MORTGAGE AGREEMENT(S) OR OTHER SECURITY INSTRUMENT(S) WHICH AFFECT THE PROPERTY OR TO WHICH YOU AS THE PROPERTY OWNER ARE A PARTY. ENTERING INTO A FINANCING AGREEMENT WITHOUT THE CONSENT OF YOUR EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH MORTGAGE AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING MORTGAGE AGREEMENT OR SECURITY INSTRUMENT. IN ADDITION, FANNIE MAE AND FREDDIE MAC, THE OWNER OF A SIGNIFICANT PORTION OF ALL HOME MORTGAGES, STATED THAT THEY WOULD NOT PURCHASE HOME LOANS WITH ASSESSMENTS SUCH AS THOSE OFFERED BY THE PROGRAM. THIS MAY MEAN THAT PROPERTY OWNERS WHO SELL OR REFINANCE THEIR PROPERTY MAY BE REQUIRED TO PREPAY SUCH ASSESSMENTS AT THE TIME THEY CLOSE THEIR SALE OR REFINANCING.

If your Lender requires an impound or escrow for your property taxes, please consider notifying them of the annual assessment payment amount so they can adjust your impound or escrow amount.

If there are any existing mortgages encumbering or otherwise secured by the Property, you acknowledge that you consent to the Program Administrator's providing to the holder or loan servicers of record of any existing mortgages encumbering or otherwise secured by the Property a notice of your intent to enter into a Financing Agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount. The Program will provide this notice to any holder or loan servicers of record on your behalf upon your signature of financing documents.

Consent to Provide Notice to Lienholders

I consent to the Program Administrator's providing to the holder or loan servicers of record of any existing mortgages encumbering or otherwise secured by the Property a notice of my intent to enter into a Financing Agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount.

PO INITIAL

- b. **Tax Sale.** The Property Owner acknowledges that if any assessment installment is not paid when due, the enforcement and collection procedures set forth in the Uniform Assessment Collection Act (Section 197.3632, Florida Statutes) may be employed which could result in a sale of tax certificates for the Property and the ultimate sale of the Property for the payment of the delinquent assessment installments, associated penalties, interest and other costs.
- c. **Interest Rate.** You will be charged a fixed interest rate on your total financed amount. Your interest rate will be provided in your financing documents and may be subject to change until you have signed financing documents.
- d. **Program Administration Fee.** At the time of closing, the Program will charge a one-time program administration fee of 4.99% of the Project Cost to cover the cost of administering the Program. This fee will be included in the principal amount of the assessment.
- e. **Recording and Initial Assessment Administration Fee.** At the time of closing, the Program will pass-through the assessment recording fee of approximately \$60.00 to you to cover the costs of recording the assessment which will be added to the assessment amount. At the time of closing,

an initial assessment administration fee of \$35.00 will also be added to the assessment amount. You will not be charged for the state documentary stamp tax; the Florida HERO Program will pay this cost on your behalf.

- f. **Ongoing Assessment Administration Fee and Tax Collection Administration Fee.** Each year, an annual assessment administration fee will be added to the assessment lien amount on your property tax bill. This fee is currently \$35.00, but is subject to increase to an amount not to exceed \$95.00. Each year, an annual tax collection administration fee may also be added to the assessment lien amount on your property tax bill. This fee is collected by your local county tax collector as part of the ordinary tax collection process, and generally ranges between 0– 2% of the annual assessment payment amount (depending upon the county where the Property is located), but is subject to change in subsequent years. However, the tax collection administration fee may exceed this estimate. The Program does not determine or guarantee the amount of the fee, which may vary by year depending upon the county where the Property is located. Please contact your local county tax collector for more information.
- g. **Interest Before First Payment:** Interest before first payment will be added to your assessment amount for the period between the closing date and May 2nd of the year you make your first assessment payment. The maximum amount of interest will be disclosed in your financing documents. Depending on the date the assessment is recorded on your Property, your first assessment payment may not be due until the following tax year.
- h. **Valuation Disclosure.** You have the right to a copy of the automated valuation model (AVM) report used in connection with your application for credit. If you want to obtain a copy, please email or write to us at the address we have provided. We must hear from you no later than 90 days after we provide you with a notice of the action taken on your application or a notice of incompleteness, or in the case of a withdrawn application, 90 days after the withdrawal. An AVM is not an appraisal. It is a computerized property valuation system that is used to derive a real property value.
- i. **Prepayment.** You have the option to pay off your assessment amount at any time in full, or in any amount of at least \$2,500. A prepayment is calculated to include the principal amount of the assessment to be prepaid (Assessment Prepayment Amount) and interest on the Assessment Prepayment Amount to the second business day of the second month following the date the prepayment is made.
- j. **No Endorsement, Warranty or Liability.** FDFC, the Local Government, the Program Administrator, and the Program do not endorse any manufacturer, contractor, product, or system, or in any way warranty such equipment, installation, or the efficiency or production capability of any equipment. FDFC, the Local Government, the Program Administrator and the Program make no representations and have no responsibility regarding the equipment and its installation, including the quality, safety, cost savings, efficiency or production capability of any equipment; or any compliance of the equipment or its installation with any applicable laws, regulations, codes, standards or requirements. Further, FDFC, the Local Government, the Program Administrator and the Program shall not be in any way liable for any incidental or consequential damages resulting from the equipment or its installation. The assessment may or may not affect the overall value of the Property.
- k. **Validation.** The Program Administrator may validate that installed Eligible Products meet Program eligibility requirements including requiring the Applicant to provide additional sales receipts, contractor invoices, home improvement contracts, serial numbers or other identifying details, portions of packages or stickers originally attached to the installed Eligible Products beyond what the Program already requires to be provided. The Program Administrator reserves the right to perform independent on-site validation(s) of any Eligible Products financed by the Program even if permit inspections have already been completed. If a validation visit is required, Program Administrator staff will schedule any such on-site validation visit with the Property owner, at any reasonable time and with reasonable notice. In addition, the Program reserves the right to perform online monitoring of any installed renewable energy systems' generation data, if applicable, as well the tracking of energy consumption impacts and utility usage for any installed/financed product via property utility bill data. You, by submitting this application, consent to any such onsite validations, online monitoring, and utility bill energy usage analysis. By submitting this application, you also agree to sign the authorization form to participate in utility billing energy usage analysis to measure Program impact savings and participant satisfaction.
- l. **Additional Property Owner Information Disclosure.** Please see the Renovate America Website Privacy Policy for additional information on disclosure practices.
- m. **Property Transfers, Notice, and Acknowledgement.**

Per Florida Statutes Section 163.08(14), you agree that at or before the time a prospective purchaser executes a contract for the sale and purchase of the Property and the Property has an unpaid balance due for the assessment, you shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE. The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

You understand and acknowledge that the assessment and obligation to pay the assessment pursuant to such Financing Agreement, runs with the land and upon sale or transfer of the Property or any interest therein, any subsequent owner or transferee shall be required to pay the assessment pursuant to such Financing Agreement. If a subsequent owner or transferee fails to pay the assessment pursuant to such Financing Agreement, then the provisions of the Financing Agreement, including the "Tax Sale" provision listed above, shall apply to the subsequent owner or transferee's interest in the Property to the extent permitted by law. You further understand and acknowledge that a subsequent purchaser or transferee, or any interested party to the sale or transfer (such as a lender), may require as a condition of sale or transfer that the assessment be paid in full prior to sale or transfer. Information regarding assessment prepayment can be found in the section of the Financing Agreement pertaining to Prepayments.

- n. **Contractor Fee.** IN CONNECTION WITH THIS TRANSACTION, RENOVATE AMERICA MAY REQUIRE THAT YOUR CONTRACTOR PAY RENOVATE AMERICA A FEE. THIS FEE MAY BE DEDUCTED FROM THE AMOUNT TO BE PAID TO YOUR CONTRACTOR. TO THE EXTENT YOUR CONTRACTOR IS REQUIRED TO PAY RENOVATE AMERICA A FEE, YOUR CONTRACTOR HAS AGREED NOT TO INCLUDE, ADD, CHARGE, OR OTHERWISE TRANSFER TO YOU THE COST OF SUCH FEE.

2. Legal Disclosures

- a. **Communications with Legal Advisers.** If you have any questions about any agreements or security instruments which affect the Property or to which you are a party, or about your authority to execute the Program Application or enter into a Financing Agreement with FDFC and the Local Government without the prior consent of your existing lender(s), the Program strongly encourages you to consult with your own legal counsel and your lender(s). Program staff cannot provide you with advice about existing agreements or security instruments.
- b. **Monitoring and Recording Telephone Calls.** The Program may monitor or record telephone calls for security and customer service purposes. By applying for HERO Financing, you consent to have any phone conversations with the Program recorded or monitored.

SAMPLE

Arbitration Agreement


Please read this Section ("Arbitration Agreement") carefully. It is part of this Application and affects your rights. It contains A JURY TRIAL WAIVER and procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- a. **Arbitration Agreement.** Before asserting a claim against Renovate America in any proceeding, you agree that you shall engage in a good faith attempt to resolve the claim. All claims and disputes between you and Renovate America that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you (including any of your successor(s) in interest) and Renovate America (including any of Renovate America's parents, subsidiaries, affiliates, agents, privities, employees, predecessors, successors, assigns, contractors and sub-contractors).
- b. **Waiver of Jury Trial.** YOU HEREBY WAIVE THE CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court.
- c. **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS, Inc., an established alternative dispute resolution provider ("ADR Provider"). If the selected ADR Provider is not available to arbitrate, Renovate America shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, except to the extent such rules are in conflict with this Application or to the extent that application of this Application provisions would result in the unenforceability of this Arbitration Agreement. The JAMS rules governing the arbitration are available online at www.jamsadr.com or by calling JAMS at 1-800-352-5267. Any arbitration hearing will be held in your federal judicial district. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- d. **Decision of Arbitrator.** The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the Property owner and Renovate America.
- e. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND ARBITRATION CLAIMS OF MORE THAN ONE PROPERTY OWNER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PROPERTY OWNER.
- f. **Severability.** If any part or parts of this Arbitration Agreement other than the Waiver of Class or Consolidated Actions are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If the Waiver of Class or Consolidated Actions is found to be unenforceable, then as to the specific dispute in which that ruling of unenforceability was made, this entire Arbitration Agreement shall be unenforceable.
- g. **Survival of Agreement.** This Arbitration Agreement shall survive the termination of this Application.
- h. **Small Claims Court.** Notwithstanding the foregoing, you or Renovate America may bring an individual action in small claims court.
- i. **Property Owner's Right to Opt Out of Arbitration.** You may opt out of this Arbitration Agreement by sending a written notice of your election to do so, signed by all application hereunder, within 30 days of the date of this Application. Such election shall be sent to Renovate America, Attn: Compliance Department, at 16409 W. Bernardo Drive, San Diego, CA, 92127.

By signing below, you acknowledge and agree to the terms set forth in this Arbitration Agreement.

Property Owner Signature(s)

I declare that (i) I have received, read and understand the risks and characteristics of the Program described in the Property Owner Acknowledgments and Disclosures set forth in this Application and (ii) I have been informed that I must take the sole responsibility to satisfy myself that executing the Financing Agreement, receiving financing for Eligible Products, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security instrument (specifically the terms of any mortgage on the Property) which affects the Property or to which I am a party.

	_____ Joe Smith	_____ Date	_____ Property Owner 2	_____ Date
	_____ Property Owner 3	_____ Date	_____ Property Owner 4	_____ Date



FOR CONTRACTOR CALL IN ONLY

HERO ID#: FL00900000

Property Address

Single Family Home

Property Type

123 Blueberry Ln

Property Address

Satellite Beach

City

FL

State

32937

Zip Code

Property Owner

Ownership Type: Individual

Joe

First Name

M. Initial

Smith

Last Name

XXX-XX-XXXX

Social Security Number

XX/XX/XXXX

Birth Date (mm/dd/yyyy)

(555) 123-4567

Home Phone Number

joe_smith@rasampledocs.com

Email Address

123 Blueberry Ln

Mailing Address

Satellite Beach

City

FL

State

32937

Zip Code

Property Owner 2

First Name

M. Initial

Last Name

Social Security Number

Birth Date (mm/dd/yyyy)

Property Owner Signature(s)

I declare that I have the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Application, Financing Agreement, and the various documents and instruments referenced therein.



Joe Smith

Date

Property Owner 2

Date

Property Owner 3

Date

Property Owner 4

Date

If you do NOT wish to receive email communications from the Program and would prefer all communications to occur through the U.S. mail instead, please contact us.

☐

Please check this box if you do NOT want to receive newsletters or other marketing materials from the Program or Renovate America, Inc.

A SUMMARY MEMORANDUM OF THIS FINANCING AGREEMENT SHALL BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY IN WHICH THE PROPERTY DESCRIBED ON EXHIBIT A HERETO IS LOCATED WITHIN FIVE (5) DAYS OF EXECUTION OF THIS FINANCING AGREEMENT.

THE APPLICABLE FLORIDA DOCUMENTARY STAMP TAX WILL BE PAID BY THE FLORIDA HERO PROGRAM UPON SUCH RECORDING.

THE PROPERTY OWNER SIGNING THIS FINANCING AGREEMENT SHOULD READ THIS FINANCING AGREEMENT IN ITS ENTIRETY. THIS FINANCING AGREEMENT WILL RESULT IN THE IMPOSITION OF A NON-AD VALOREM ASSESSMENT AT THE REQUEST OF THE PROPERTY OWNER ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

FLORIDA HOME ENERGY RENOVATION OPPORTUNITY (HERO) PROGRAM FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Financing Agreement") is made and entered into by and between the Florida Development Finance Corporation, a public body corporate and politic and a public instrumentality organized and existing under the laws of the State of Florida or its designee ("FDFC"), the Florida Resiliency and Energy District ("FRED" or the "Local Government"), and the record owner(s) (the "Property Owner") of the fee title to the real property identified on EXHIBIT A hereto (the "Property").

RECITALS

WHEREAS, pursuant to Section 163.08, Florida Statutes, as amended (the "Florida PACE Act"), the Florida Legislature found that in order to make qualifying renewable energy, energy conservation and efficiency and wind resistance improvements (collectively, "Qualifying Improvements") more affordable and assist real property owners who wish to undertake such improvements, there is a compelling State of Florida ("State") interest in enabling property owners to voluntarily finance such improvements with local government assistance; and

WHEREAS, under the Florida PACE Act, the Florida Legislature determined that the actions authorized under the Florida PACE Act, including, but not limited to, the financing of Qualifying Improvements through the execution of financing agreements between property owners and local government entities and the resulting imposition of voluntary, non-ad valorem assessments are reasonable and necessary to serve and achieve a compelling State interest and are necessary for the prosperity and welfare of the State and its property owners and inhabitants; and

WHEREAS, FDFC has established a Property Assessed Clean Energy program ("FDFC PACE Program") in accordance with the Florida PACE Act and other applicable provisions of law, and has further selected Renovate America, Inc. as a Program Administrator (the "Program Administrator") under its FDFC PACE Program pursuant to which it operates the Florida Home Energy Renovation Opportunity Program (the "Florida HERO Program") on its behalf, and pursuant to which FDFC will issue special assessment revenue bonds ("Bonds") in order to finance Qualifying Improvements under the Florida PACE Act; and

WHEREAS, the Florida PACE Act, Sections 288.9605 and 288.9606, Florida Statutes, as amended and supplemented, and the Florida HERO Program provide that a real property owner of a lot or parcel that wishes to voluntarily finance Qualifying Improvements with local government assistance may do so through the execution of a financing agreement and the related imposition of voluntary non-ad valorem assessments by the Local Government; and

WHEREAS, FDFC, together with the Local Government, shall conduct the proceedings required by the Florida PACE Act and Sections 197.3632 and 197.3635, Florida Statutes, as amended and supplemented (the "Uniform Assessment Collection Act") with respect to the Property identified in EXHIBIT A hereto owned by the Property Owner, which has elected to participate in the Florida HERO Program; and

WHEREAS, the Property is located in the jurisdictional boundaries of the Local Government and the Local Government has consented to (A) owners of real property within its jurisdiction (the "Participating Property Owners") participating in the FDFC PACE Program, including the Florida HERO Program, and (B) the Local Government conducting assessment proceedings in accordance with the Florida PACE Act and the Uniform Assessment Collection Act; and

WHEREAS, pursuant to the Florida PACE Act and the Florida HERO Program, FDFC, the Local Government and the Property Owner wish to enter into a financing agreement pursuant to which the Property Owner would agree to pay a non-ad valorem

assessment in order to finance the purchase and installation on the Property of the Qualifying Improvements described in EXHIBIT A hereto (the "Improvements") and FDFC would agree to provide financing, all on the terms set forth in this Financing Agreement; and

WHEREAS, FDFC has entered into a program administration agreement with the Program Administrator pursuant to which the Program Administrator shall act on behalf of FDFC with respect to the Florida HERO Program.

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and FDFC formally covenant, agree and bind themselves and their successors and assigns as follows:

SECTION 1. PURPOSE. The Property Owner, the Local Government and FDFC are entering into this Financing Agreement for the purpose of financing the purchase and installation of the Improvements identified on EXHIBIT A hereto on the Property. Except as expressly authorized pursuant to Section 6 hereto, the Florida HERO Program will not finance the purchase and installation of improvements other than those Improvements listed on EXHIBIT A.

SECTION 2. THE PROPERTY. This Financing Agreement relates to the Property identified on EXHIBIT A hereto. The Property Owner has supplied the Program Administrator current evidence of its ownership of fee title to the Property and possesses all legal authority necessary to execute this Financing Agreement as (or on behalf of) the Property Owner.

SECTION 3. CONTRACT TO PAY NON-AD VALOREM ASSESSMENT; PREPAYMENT; NON-COMPLETION ASSESSMENT.

(A) Payment of Non Ad-Valorem Assessment. The Property Owner hereby freely and willingly agrees to pay the non-ad valorem assessment set forth in the Assessment Payment Schedule in EXHIBIT B hereto (the "Assessment"). The Assessment shall equal the total amount disbursed by FDFC to pay for (i) the Qualifying Improvements identified on EXHIBIT A to the Financing Agreement, plus (ii) all costs, fees and interest associated therewith as reflected on EXHIBIT B to the Financing Agreement. FDFC will not provide financing in an amount in excess of the Assessment. Except as otherwise set forth in this Financing Agreement, the Assessment will be paid in the installments set forth in the Assessment Payment Schedule in EXHIBIT B hereto (each, an "Assessment Installment"). Interest will accrue on the Assessment at the interest rate set forth on EXHIBIT B hereto beginning on the date on which FDFC issues the Bonds to finance the purchase and installation of the Improvements.

(B) Administrative Expenses. The Property Owner hereby acknowledges that, pursuant to the Florida PACE Act and the Uniform Assessment Collection Act, amounts may be added to an annual installment of the Assessment in order to pay the reasonable costs of collecting and administering the Assessment for the Florida HERO Program as part of the FDFC PACE Program. These amounts include but are not limited to an annual assessment administration fee and an annual tax collection administration fee.

(C) Prepayment of the Assessment. The Assessment may be prepaid, in any amount of at least \$2,500 at any time upon the payment of (i) the whole or a portion of the unpaid principal component of the Assessment, (ii) and interest on the Assessment Prepayment Amount to the second business day of the second month following the date the prepayment is made.

(D) Absolute Obligation. THE PROPERTY OWNER HEREBY ACKNOWLEDGES AND AGREES THAT THE ASSESSMENT WILL NOT BE SUBJECT TO REDUCTION, OFFSET OR CREDIT OF ANY KIND IN THE EVENT THAT THE BOND OR BONDS SECURED THEREBY ARE REFUNDED OR FOR ANY OTHER REASON.

(E) Assessment Proceeds. The Local Government agrees to take all necessary action to impose the Assessments pursuant to the Uniform Assessment Collection Act and further acknowledges that all proceeds of the Assessments received by it pursuant to the Uniform Assessment Collection Act shall be directed to FDFC or its designee.

SECTION 4. EXISTING MORTGAGE DISCLOSURE. The Florida HERO Program may finance the purchase and installation of Qualifying Improvements for Property Owners, including the Improvements pursuant to this Financing Agreement.

BEFORE EXECUTING THIS FINANCING AGREEMENT, THE PROPERTY OWNER SHOULD CAREFULLY REVIEW ANY MORTGAGE AGREEMENT(S) OR OTHER SECURITY INSTRUMENT(S) WHICH AFFECT THE PROPERTY OR TO WHICH THE PROPERTY OWNER IS A PARTY. ENTERING INTO THIS FINANCING AGREEMENT WITHOUT THE CONSENT OF EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH MORTGAGE AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING MORTGAGE AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER.

IN ADDITION, FANNIE MAE AND FREDDIE MAC, THE OWNERS OF A SIGNIFICANT PORTION OF ALL HOME MORTGAGES, STATED THAT THEY WOULD NOT PURCHASE HOME LOANS WHERE THE PROPERTY WAS ENCUMBERED BY A NON-AD VALOREM ASSESSMENT SUCH AS THE NON AD-VALOREM ASSESSMENTS THAT WILL BE IMPOSED AS A RESULT OF ENTERING INTO THIS FINANCING AGREEMENT. THIS MAY MEAN THAT PROPERTY OWNER(S) WHO SELL OR REFINANCE THEIR PROPERTY MAY BE REQUIRED TO PREPAY THE ENTIRE AMOUNT OF SUCH ASSESSMENT AT THE TIME THEY CLOSE THEIR SALE OR REFINANCING.

Pursuant to Section 13 of the Florida PACE Act, if there are any existing mortgages encumbering or otherwise secured by the Property, the Property Owner acknowledges that he or she has consented to allow the Program Administrator to provide to the holder or loan servicers of record of any existing mortgages encumbering or otherwise secured by the Property a notice of the Property Owner's intent to enter into this Financing Agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount. Also pursuant to Section 13 of the Florida PACE Act, a provision in any agreement between a mortgage or other lienholder and Property Owner, or otherwise now or thereafter binding upon the Property Owner, which allows for acceleration of payment of the mortgage, note, or lien or other unilateral modification solely as a result of entering into a financing agreement as provided for in Section 13 of the Florida PACE Act is not enforceable. This subsection does not limit the authority of the holder or loan servicer to increase the required monthly escrow by an amount necessary to annually pay the qualifying improvement assessment.

If the Property Owner's lender requires an impound or escrow account for the Property Owner's property taxes, the Property Owner acknowledges that the Property Owner will notify (or provide consent to allow the Program Administrator to notify) of, or otherwise comply with the contractual terms of its agreement with its lender with respect to, the annual Assessment payment amount so such lender may, if necessary, adjust the Property Owner's impound or escrow amount to include the annual Assessment payment.

SECTION 5. DISBURSEMENT AMOUNT. Upon receipt of the fully executed and final Completion Certificate (as described in the current version of the Florida HERO Program Handbook, referred to herein as the "Handbook"), the Program Administrator, on behalf of FDFC, shall calculate and disburse payments to those entitled to receive them (the "Actual Disbursement Amount") hereunder. If at any time after executing this Financing Agreement but before the Program Administrator pays any portion of the Actual Disbursement Amount, the Property Owner changes the Improvements to be installed from those originally appearing on EXHIBIT A, but (i) the Improvement categories and the Improvement types do not change from those originally selected, and (ii) the "Revised Estimated Disbursement Amount" (which means the amount anticipated to be the Actual Disbursement Amount based on the changed Improvements) is less than or equal to the Estimated Disbursement Amount, the parties do not need to execute the Addendum described in Section 6 below, and this Financing Agreement remain unmodified and the Assessment shall be calculated as described above in this Section 5. If, however, any such change meets the provisions of Section 6 below, then an Addendum will be required.

SECTION 6. ADDENDUM. At the request of the Property Owner, the parties hereto agree to execute an addendum to this Financing Agreement (the "Addendum") if at any time after executing this Financing Agreement, but before the Actual Disbursement Amount is released for disbursement: (i) the Improvement categories or the Improvement types change from those appearing in Exhibit A; (ii) the Revised Estimated Disbursement Amount is greater than the Estimated Disbursement Amount but does not exceed the Maximum Disbursement Amount stated in EXHIBIT B; or (iii) it becomes necessary to correct the name, capacity, title, party or clerical errors identified therein. In any such case, the Program Administrator, on behalf of FDFC, shall prepare an Addendum: (i) setting forth an accurate description of the Improvements installed; (ii) confirming that the Assessment does not exceed the Maximum Disbursement Amount; (iii) all Improvements and parameters remain eligible for this type of financing; and (iv) as necessary, correcting the names, capacities, titles, parties and other clerical corrections appearing in the original documentation comprising this Financing Agreement. The Program Administrator on behalf of FDFC, shall prepare and provide such Addendum to the Property Owner for review and signature. Once signed by the Property Owner, FDFC and the Local Government shall approve and execute the Addendum as appropriate, which shall become part of, and be incorporated into, this Financing Agreement as if it originally appeared therein.

SECTION 7. COLLECTION OF ASSESSMENT; LIEN. The Property Owner acknowledges that once a summary memorandum of this Financing Agreement is recorded pursuant to this Section, the Florida PACE Act provides that the recorded memorandum provides constructive notice that the Assessment to be levied shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation. These Assessments shall be collected and secured in the same manner and at the same time

as general taxes and other special assessments of the city or county on real property in conformity with the Uniform Assessment Collection Act.

The Property Owner acknowledges that if any Assessment installment is not paid when due, the enforcement and collection procedures set forth in the Uniform Assessment Collection Act may be employed which could result in a sale of tax certificates for the Property and the ultimate sale of the Property for the payment of the delinquent Assessment installments, associated penalties, interest and other costs. Notwithstanding the foregoing, a delinquency shall not accelerate the remaining outstanding balance of the Assessment and the expiration of this Financing Agreement under Section 10(A) below.

SECTION 8. FINANCING OF THE IMPROVEMENTS.

(A) Contract to Finance Improvements. FDFC hereby agrees to use the Assessment, together with any administrative fees (including all annual assessment administration fees and all annual tax collection administration fees) to finance the Improvements, including the payment of FDFC's reasonable costs of collecting and administering the Assessment for the Florida HERO Program as part of the FDFC PACE Program.

(B) Assessment Installments. The Property Owner acknowledges that FDFC will issue Bonds to finance the purchase and installation of the Improvements. The interest rate used to calculate the Assessment installments is set forth on EXHIBIT B hereto. If FDFC determines in its sole, reasonable discretion that the Assessment installments may be reduced because the applicable interest rate on the Bonds issued to finance the purchase and installation of the Improvements is lower than the interest rate specified in EXHIBIT B hereto, or if the cost of the Improvements, as shown in a final Completion Certificate provided to the Program Administrator by the Property Owner, is less than the amount shown on EXHIBIT B hereto, then, concurrently with the disbursement of funds to the Property Owner (or the contractor installing the Improvements on behalf of the Property Owner or another designee), the Program Administrator may provide the Property Owner with a schedule of annual Assessment installments that provides for annual installments that are less than those set forth in the attached EXHIBIT B hereto. Any Assessment Installment payments in excess of the amount necessary to finance the Qualifying Improvements may be used in furtherance of the Florida HERO Program and will not be refunded to the Property Owner.

SECTION 9: MULTIPLE CONTRACTORS AND IMPROVEMENTS.

Notwithstanding anything to the contrary in this Financing Agreement, if the Property Owner engages one or more contractors (each, a "Contractor," which term includes any designee thereof) to install more than one Improvement, the installation of which Improvements will not be completed simultaneously, the Property Owner and FDFC agree as follows:

(A) Upon receipt of the initial Completion Certificate from a Contractor and the Property Owner (the "First Installation Completion Certificate") acknowledging installation of the first type or category of Improvements, then:

- (1) The "Investor" (which means any person or entity who has entered into an agreement with FDFC to purchase bonds under the Florida HERO Program) shall deposit the payments to those entitled to receive them (the "Actual Disbursement Amount") with the Trustee for the Florida HERO Program;
- (2) FDFC shall cause Bonds to be issued and sold to the Investor in the amount equal to the Actual Disbursement Amount deposited with such Trustee for the Florida HERO Program;
- (3) FDFC shall cause all instruments, documents and agreements described in Section 12 of this Financing Agreement to be recorded;
- (4) FDFC shall cause the amount reflected in the First Installation Completion Certificate to be disbursed to the Contractor who installed such Improvements; and
- (5) FDFC shall cause all administrative, recording and other fees described on line 6 of EXHIBIT B to be paid.

(B) Upon receipt of a subsequent Completion Certificate from the Property Owner and the Contractor (each, a "Subsequent Installation(s) Completion Certificate") acknowledging installation of the subsequent types or categories of Improvements, FDFC shall cause the Trustee for the Florida HERO Program to disburse amount(s) reflected in each such Subsequent Installation Completion Certificate to the Contractor who installed such Improvements

(C) Upon receipt of the Final Completion Certificate from the Contractor and the Property Owner (the "Final Installation Completion Certificate") acknowledging installation of the final types or categories of Improvements, then:

(1) FDFC shall cause the amount reflected in such Final Installation Completion Certificate to be disbursed to the Contractor who installed such Improvements; provided, however, that:

(a) If the remaining balance of the Actual Disbursement Amount the Investor has deposited with the Trustee for the Florida HERO Program exceeds the amount reflected in the Final Installation Completion Certificate, FDFC shall cause such excess to be applied, at the discretion of the Investor, (i) to the Property Owner's next assessment payment due under this Financing Agreement, or (ii) to the reduction of the outstanding balance of the Assessment determined in accordance with Sections 3 and 5 of this Financing Agreement; or

(b) If the remaining balance of the Actual Disbursement Amount the Investor has deposited with the Trustee for the Florida HERO Program is less than the amount reflected in the Final Installation Completion Certificate, the Property Owner shall be individually responsible for paying such difference to the applicable Contractor, and such payment shall be excluded from the Assessment under this Agreement.

(D) If for any reason any one or more of the categories or types of Improvements planned to be installed under this Section 9 is not installed by the expiration date reflected in the Notice to Proceed, then the Investor shall have the option to declare the financing of the Improvements complete, in which case the Trustee shall be notified to apply any remaining balance of the Actual Disbursement Amount held by such Trustee to reduce the Property Owner's outstanding Assessment.

SECTION 10. TERM; CONTRACT RUNS WITH THE LAND; SUBDIVISION.

(A) Except as otherwise set forth in this Financing Agreement, this Financing Agreement shall expire upon the final payment or full prepayment of the Assessment.

(B) This Financing Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the Property pursuant to the Uniform Assessment Collection Act and are not due and payable upon the sale of the land from one property owner to another, provided however, that such obligation to pay may be impacted by certain interested parties, as described in Sections 4 and 11 hereof.

(C) In the event the Property is subdivided prior to final payment or prepayment in full of the Assessment, the Assessment will be assigned to the parcel upon which the Improvements are located. If the Improvements no longer exist, or it cannot be reasonably determined on which resulting parcel the Improvements are located, the Assessment will be allocated to each of the newly-created parcels on a per-acre basis, unless the Local Government, in its sole discretion, determines that the Assessment should be allocated in an alternate manner; provided, however, no allocation shall occur and the Assessment shall remain with the original parcel unless the following requirements are met: (1) each resulting parcel must have a unique ad valorem property tax identification number; (2) the Assessment may not be reallocated to a parcel proposed for dedication to the public or to common use of the subdivided parcels; and (3) evidence of the foregoing information must be provided to the Program Administrator and Local Government.

SECTION 11. PROPERTY TRANSFERS, NOTICE, AND ACKNOWLEDGMENT. The Property Owner agrees that at or before the time a prospective purchaser executes a contract for the sale and purchase of the Property and the Property has an unpaid balance due for the Assessment, Property Owner shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE. The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

The Florida HERO Program does not impose limitations or restrictions on the transfer of the Property and Assessment to a new homeowner. The Property Owner acknowledges that the Assessment and the Annual Assessment Administrative Fee and the obligation to pay the Assessment and Annual Assessment Administrative Fee pursuant to this Financing Agreement runs with the Property and, upon sale or transfer of the Property or any interest therein, any subsequent owner or transferee shall be required to pay the Assessment pursuant to this Financing Agreement. If a subsequent owner or transferee fails to pay the Assessment pursuant to this Financing Agreement, then the provisions of this Financing Agreement shall apply to the subsequent owner or transferee's interest in the Property to the extent permitted by law. The Property Owner further acknowledges that a subsequent purchaser or transferee, or any interested party to the sale or transfer (such as the lender) may require as a condition of sale or transfer that the Assessment be paid in full prior to such sale or transfer.

SECTION 12. RECORDATION OF DOCUMENTS. The Property Owner hereby authorizes and directs FDFC and the Local Government, through the Program Administrator, to cause a summary memorandum of this Financing Agreement to be recorded in the public records of the county in which the real property described in EXHIBIT A hereto is located ("Summary Memorandum"). The Summary Memorandum shall contain the final Assessment amount on the Property, and this amount shall be consistent with the amount provided to the Property Owner at the conclusion of the project in the Final Payment Summary. A form of this Summary Memorandum will be provided to the Property Owner. The applicable State of Florida documentary stamp tax will be paid by the Florida HERO Program upon the recording of the Summary Memorandum.

SECTION 13. WAIVERS, ACKNOWLEDGMENT AND CONTRACT. Because this Financing Agreement reflects the Property Owner's request to the Local Government to impose the voluntary Assessment and the Property Owner's agreement to pay the Assessment, the Property Owner hereby waives, to the extent allowable under applicable law, any otherwise applicable requirements of the Uniform Assessment Collection Act or any other provision of Florida law for a notice, public hearing, protest or ballot.

The Property Owner acknowledges that construction of the Improvements will provide a special benefit to the Property and that access to the Florida HERO Program and payment of the Assessments on the tax bill provides an additional special benefit by allowing the Property Owner the ability to finance the Improvements over a term of years and have the Assessment remain with the Property in the event of sale of the Property. The Property Owner acknowledges that all terms of this Financing Agreement are fair and reasonable in relation to the special benefits thus described. The Property Owner acknowledges and agrees that the cost of financing the Improvements is equal to or less than the benefits to be received by the Property Owner.

The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Local Government and FDFC (or the Program Administrator on behalf of the Local Government and FDFC) undertaken in connection with the Florida HERO Program, the Florida PACE Act or the Uniform Assessment Collection Act. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation, use and maintenance of the Improvements. The Property Owner hereby acknowledges that the Property Owner will be responsible for payment of the Assessment, regardless of whether the Improvements are properly permitted, installed, operated, used or maintained as warranted or anticipated.

The Property Owner hereby agrees that FDFC and the Local Government are entering into this Financing Agreement solely for the purpose of assisting the Property Owner with their request to finance the purchase and installation of the Improvements through the imposition of the Assessments on the Property, and that FDFC and the Local Government have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, use, financing, refinancing or maintenance of the Improvements.

GENERAL RELEASE AND WAIVER

BASED UPON THE FOREGOING, THE PROPERTY OWNER HEREBY WAIVES THE RIGHT TO RECOVER FROM AND FULLY AND IRREVOCABLY RELEASES THE STATE, FDFC, THE LOCAL GOVERNMENT AND ANY AND ALL AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS, GOVERNING BOARD MEMBERS, ATTORNEYS, PROGRAM ADMINISTRATORS, FINANCIAL ADVISORS, REPRESENTATIVES AND SUCCESSORS AND ASSIGNS OF FDFC AND THE LOCAL GOVERNMENT FROM ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), PENALTIES, FINES, FORFEITURES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE OUT-OF-POCKET LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES), RELATING TO THE SUBJECT MATTER OF THIS FINANCING AGREEMENT THAT THE PROPERTY OWNER MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE STATE, FDFC, THE LOCAL GOVERNMENT AND ANY AND ALL AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS, ATTORNEYS, PROGRAM ADMINISTRATORS, FINANCIAL ADVISORS,

REPRESENTATIVES AND SUCCESSORS AND ASSIGNS OF FDFC OR THE LOCAL GOVERNMENT. IT IS THE INTENTION OF THE PROPERTY OWNER THAT THE FOREGOING WAIVERS AND AGREEMENTS WILL BE EFFECTIVE AS A BAR TO ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), PENALTIES, FINES, FORFEITURES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE OUT-OF-POCKET LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES), OF WHATEVER CHARACTER, NATURE AND KIND, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND PROPERTY OWNER AGREES TO WAIVE ANY AND ALL SUCH RIGHTS AND BENEFITS CONFERRED UPON THE PROPERTY OWNER UNDER FLORIDA LAW.

SECTION 14. ARBITRATION AGREEMENT. Please read this Section ("Arbitration Agreement") carefully. It is part of this Financing Agreement and affects the Property Owner's rights. It contains A JURY TRIAL WAIVER and procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Before asserting a claim in any proceeding Property Owner ("Property Owner" includes any successor in interest to the Property Owner) and FDFC, and the Local Government ("FDFC" and the "Local Government" includes any of FDFC's and the Local Government's parents, subsidiaries, affiliates, agents, privities, employees, consultants, governing board members, predecessors, successors, assigns, contractors and sub-contractors) agree that they shall engage in good faith attempt to resolve the claim.

- (A) **Arbitration Agreement.** All claims and disputes arising out of or relating to the Florida HERO Program, the Financing Agreement and/or the Improvements that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to the Property Owner and FDFC and the Local Government.
- (B) **Waiver of Jury Trial.** PROPERTY OWNER AND FDFC AND THE LOCAL GOVERNMENT HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court.
- (C) **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through *JAMS, Inc.*, an established alternative dispute resolution provider ("ADR Provider"). If the selected provider is not available to arbitrate, the Parties shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, except to the extent such rules are in conflict with the Financing Agreement ("Arbitration Rules") or to the extent that application of the Financing Agreement provisions would result in the unenforceability of this Arbitration Agreement. The JAMS rules governing the arbitration are available online at www.jamsadr.com or by calling JAMS at 1-800-352-5267. Any arbitration hearing will be held in the Property Owner's federal judicial district. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- (D) **Decision of Arbitrator.** The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the Property Owner and FDFC and the Local Government.
- (E) **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND ARBITRATION CLAIMS OF MORE THAN ONE PROPERTY OWNER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PROPERTY OWNER.
- (F) **Severability.** If any part or parts of this Arbitration Agreement other than the waiver of class or consolidated rights are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If the waiver of class or consolidated rights is found to be unenforceable, then as to the specific dispute in which that ruling of unenforceability was made, this entire Arbitration Agreement shall be unenforceable.
- (G) **Survival of Agreement.** This Arbitration Agreement shall survive the termination of this Financing Agreement.
- (H) **Small Claims Court.** Notwithstanding the foregoing, either Property Owner or FDFC and the Local Government may bring an individual action in small claims court.

- (I) **Property Owner's Right to Opt Out of Arbitration.** Property Owner may opt out of this Arbitration Agreement by sending a written election of the Property Owner's election to do so, signed by all Property Owners, within 15 days of the date of this Financing Agreement. Such election shall be sent to Attn: Executive Director, Florida Development Finance Corporation; 800 North Magnolia Avenue; Suite 300; Orlando, FL 32803.

By initialing below, the Property Owner acknowledges and agrees to the terms set forth in Sections 4, 11, 13 and 14 above and Section 15 below.

Joe Smith Initials:	_____	Initials:	_____
Initials:	_____	Initials:	_____

SECTION 15. INDEMNIFICATION. The Property Owner agrees to indemnify, defend, protect, and hold harmless the State, FDFC, the Local Government and any and all agents, officers, employees, consultants, governing board members, attorneys, representatives, program administrators and successors and assigns of FDFC or the Local Government, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with (A) the Property Owner's participation in the Florida HERO Program, (B) the Assessment, (C) the Improvements, or (D) any other fact, circumstance or event related to the subject matter of this Financing Agreement, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Financing Agreement.

The provisions of this Section 15 shall survive the termination of this Financing Agreement.

SECTION 16. RIGHT TO INSPECT PROPERTY. As an additional level of consumer protection, the Property Owner hereby grants to Program Administrator, acting on behalf of FDFC, its agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further hereby grants to Program Administrator, acting on behalf of FDFC, its agents and representatives the right to examine and copy any documentation relating to the Improvements.

SECTION 17. FLORIDA HERO PROGRAM APPLICATION. The Property Owner hereby represents and warrants that the information set forth in the Florida HERO Program Application submitted to the Program Administrator on behalf of FDFC in connection with the Property Owner's request for financing is true and correct as of the date hereof, and that the representations set forth in the Florida HERO Program Application with respect to the Property and the Property Owner are true and correct as of the date hereof as if made on the date hereof. The Property Owner acknowledges that FDFC, Local Government, and the Program Administrator are relying on such information and representations in connection with the transactions contemplated by this Financing Agreement. For Property Owners in Broward County, by signing this Financing Agreement, the Property Owner attests that the total amount of annual PACE assessments do not exceed four percent (4%) of the total annual gross income of the Property Owner in the prior calendar or fiscal year.

SECTION 18. AMENDMENT. Except as set forth in Section 3 or as provided for in Exhibit A pertaining to a fully executed and final Completion Certificate, this Financing Agreement may be modified only by an addendum (as provided in Section 5) or other written agreement of FDFC, the Local Government, and the Property Owner.

SECTION 19. BINDING EFFECT; ASSIGNMENT. This Financing Agreement inures to the benefit of and is binding upon FDFC, the Property Owner and their respective successors and assigns. FDFC has the right to assign any or all of its rights and obligations under this Financing Agreement without the consent of the Property Owner. The obligation to pay the Assessment and

any and all administrative fees (including but not limited to all annual assessment administration fees and all annual tax collection administration fees) set forth in this Financing Agreement is an obligation that runs with the Property and no agreement or action of the Property Owner will be competent to impair in any way FDFC's and the Local Government's rights, including, but not limited to, the right to cause the enforcement of the collection of the Assessment or any installment thereof against the Property.

SECTION 20. EXHIBITS. The Exhibits to this Financing Agreement are incorporated into this Financing Agreement by this reference as if set forth in their entirety in this Financing Agreement.

SECTION 21. SEVERABILITY. If any provision of this Financing Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Financing Agreement.

SECTION 22. CORRECTIVE INSTRUMENTS. FDFC, the Local Government and the Property Owner and their respective successors and assigns agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Financing Agreement.

SECTION 23. GOVERNING LAW; VENUE. This Financing Agreement is governed by and construed in accordance with the laws of the State of Florida. Any legal action brought under this Financing Agreement must be instituted in Orange County, Florida.

SECTION 24. COUNTERPARTS. This Financing Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

SECTION 25. EXISTING INSTRUMENTS. As previously disclosed in Section 4 above, the Property Owner acknowledges that entry by the Property Owner into this Financing Agreement without the consent of an existing lender could constitute an event of default under existing mortgage agreements or other security instruments ("Existing Instruments") and that defaulting under an Existing Instrument could have serious consequences to the Property Owner. The Property Owner further acknowledges Fannie Mae and Freddie Mac, the owner of a significant portion of all home mortgages, have stated that they will not purchase home loans where the property was encumbered by a non ad-valorem assessment such as the non ad-valorem assessment that will be imposed as a result of entering into this Financing Agreement. This may mean that property owners who sell or refinance their property may be required to prepay the entire amount of such assessment at the time they close their sale or refinancing.

SECTION 26. MONITORING AND RECORDING OF TELEPHONE CALLS. The Program Administrator may monitor and/or record telephone calls with the Property Owner for security and customer service purposes. By executing this Financing Agreement, the Property Owner agrees to have their telephone calls with the Program Administrator monitored and/or recorded.

SECTION 27. FINANCING DOCUMENTS. The Property Owner understands and acknowledges that the entire agreement between Property Owner, FDFC, and the Local Government includes each and every document specified in the List of Documents contained in EXHIBIT B to this Financing Agreement (collectively, the "Financing Documents").

By executing this Financing Agreement, the Property Owner acknowledges and agrees that:

(A) The Property Owner has had sufficient time to review and has reviewed, along with its own attorneys if desired, each of the Financing Documents and has had the opportunity to ask any questions to the Program Administrator that Property Owner may have regarding such Financing Documents.

(B) The Property Owner has reviewed, understands and agrees to each and every additional requirement and term contained in APPENDIX B to the Handbook delivered to the Property Owner.

(C) The Property Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Property Owners application and the Handbook.

SECTION 28. FLORIDA DOCUMENTARY STAMP TAX. The State of Florida documentary stamp tax will be paid by the Florida HERO Program. Such documentary stamp tax will be paid when the Summary Memorandum is recorded in the public records.

Property Owner(s) must execute and return this Financing Agreement to Program Administrator at the address set forth in the “Notice Information” section of Exhibit A hereto so that it is received by the Program Administrator not later than 11/13/2018. If the Property Owner fails to return the signed Financing Agreement to the Program Administrator by the indicated date the Florida HERO Program reserves the right to require the Property Owner to enter into a new Financing Agreement. All signatures of the Property Owner must be notarized by a duly licensed notary unless the Property Owner has previously successfully completed the identify verification process approved by the FDFC.

Prior to executing this Financing Agreement, I/we, as the Property Owner, have read and understand the Property Owner’s Acknowledgments and Disclosures contained in (a) the Application, (b) this Financing Agreement, (c) the Privacy Notice and (d) the Handbook.

IN WITNESS WHEREOF, Property Owner has caused this Financing Agreement to be executed as of the date first above written.

Owner 1:	
<hr/>	
Joe Smith, Signature	
Date: <hr/>	Identity Verification Code:
Month/Day/Year	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

IN WITNESS WHEREOF, Florida Development Finance Corporation has caused this Financing Agreement to be executed by and on behalf of the FDFC by the authorized signatory identified below.

Florida Development Finance Corporation: Executive Director and/or his or her designee:

Name *(Please Print)*

FDFC: Signature

Date of Execution by **FDFC:**

SAMPLE

IN WITNESS WHEREOF, the Florida Resiliency and Energy District has caused this Financing Agreement to be executed by and on behalf of the Florida Resiliency and Energy District by the authorized signatory identified below.

Florida Resiliency and Energy District (“FRED”) Executive Director and/or his or her designee:

Name *(Please Print)*

FRED Signature

Date of Execution by FRED

SAMPLE

EXHIBIT A TO FINANCING AGREEMENT

DESCRIPTION OF PROPERTY, DESCRIPTION OF THE PRODUCTS, AND NOTICE INFORMATION

Description of Property:

Owner(s) Name(s): Joe Smith
Property Address: 123 Blueberry Ln, Satellite Beach, FL 32937
Parcel Number: xxx-xxx-xxx-xxx
County: Brevard

Description of Improvement(s):

The Product(s) include the following:

PRODUCT #1	
Product Category Type:	Heating, Cooling & Ventilation - Air Conditioners

Or similar energy efficient product which is allowed under the Program Handbook.

All terms set forth in the fully executed and final Completion Certificate shall supersede and take precedence over any term in this Exhibit A that conflicts with, is not covered by, or is otherwise contrary to, the terms set forth in such Completion Certificate, and such Completion Certificate shall become part of, and be incorporated into, this Exhibit A as if they originally appeared therein.

Notice Information:

Florida Development Finance Corporation
800 North Magnolia Avenue, Suite 1100
Orlando, Florida 3280
Attention: PACE Manager

Renovate America, Inc.
16409 W. Bernardo Drive
San Diego, CA, 92127

Joe Smith
123 Blueberry Ln
Satellite Beach, FL 32937

EXHIBIT B

LIST OF FINANCING DOCUMENTS, DISBURSEMENT, AND ASSUMPTIONS APPLICABLE TO THE SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS

List of Financing Documents:

The Financing Documents shall consist of the following documents:

This Financing Agreement and all exhibits hereto;

Any Addendum entered into pursuant to Section 6 of Financing Agreement;

The Summary Memorandum of Financing Agreement;

The Florida HERO Program Application;

The Right to Cancel;

The Completion Certificate;

The Financing Estimate;

The Final Payment Summary;

The Florida HERO Program Handbook, current version; and

The HERO Program website located at <http://www.renovateamerica.com>

Disbursement:

The "Maximum Disbursement Amount" under this Financing Agreement is \$500,000.00, which means that FDFC shall not cause the Trustee to disburse any amount that exceeds this figure.

The "Estimated Disbursement Amount" under this Financing Agreement is \$11,559.47, which was based upon the Improvements and pricing set forth on the table below in this Exhibit B.

The Estimated Disbursement Date is April 22, 2019, which date is used in the table below.

Assumptions Applicable to the Schedule of Estimated Maximum Annual Assessment Installments:

The schedule of the estimated maximum Annual Assessment Installments is based on the following assumptions:

1. FDFC will cause its Trustee to disburse all or a portion of the Estimated Disbursement Amount to Property Owner or Contractor; or reimburse the Program Administrator for such disbursements ("Improvement Disbursements").

2. Interest totaling a maximum of \$965.47 will be added to Property Owner's assessment amount for the period between the closing date and May 2nd of the year Property Owner makes his or her first assessment payment. That amount will be added to Property Owner's Estimated Disbursement Amount.

3. FDFC will cause its Trustee to make Improvement Disbursements to Property Owner, Contractor or the Program Administrator on the Estimated Disbursement Date.

4. The Assessment Interest Rate is 7.69%.

5. The Annual Percentage Rate ("APR") of your Assessment is 9.26%. APR is the annual interest rate the Property Owner actually pays on the Assessment, including fees required in order to participate in the Florida HERO Program.

6. Fees added to your Assessment (including a recording fee, one-time program administration fee, and initial assessment administration fee, as applicable) are: \$594.00.

Assessment Payment Schedule

Tax Year*	Total Annual Payment**	Interest Portion of Annual Payment***
2020	\$1,733.69	\$1,698.69
2021	\$1,733.69	\$982.35
2022	\$1,733.69	\$759.59
2023	\$1,733.69	\$687.37
2024	\$1,733.69	\$609.60
2025	\$1,733.69	\$525.85
2026	\$1,733.69	\$435.66
2027	\$1,733.69	\$338.54
2028	\$1,733.69	\$233.94
2029	\$1,733.68	\$121.30

* The estimated initial Tax Year is based upon the Estimated Disbursement Date. The actual initial Tax Year will be based upon the actual disbursement date.

** Includes the annual Assessment Installments due in the Tax Year and current annual assessment administration fee of \$35.00 (subject to changes). The annual payment due for this assessment will be collected with property taxes that are due annually each year for your real property, or in accordance with your regular property tax payment schedule. This does not include the current annual tax collection administration fee.

*** This column includes annual interest and any prepaid interest if financed. Consult your tax advisor about potential tax deductibility and any other tax benefits.

FOLLOWING THE DISBURSEMENT OF THE ACTUAL DISBURSEMENT AMOUNT, THE PROGRAM ADMINISTRATOR WILL ADJUST THE ASSESSMENT AND THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT INSTALLMENTS, IF NECESSARY, TO REFLECT THE ACTUAL ASSESSMENT BASED UPON THE ACTUAL DISBURSEMENT AMOUNT, THE ACTUAL DATE OF DISBURSEMENT AND THE ACTUAL AMOUNT OF INTEREST DUE AND PAYABLE BEFORE THE FIRST PAYMENT ADDED TO THE ACTUAL DISBURSEMENT AMOUNT. FOLLOWING THIS ADJUSTMENT, THE PROGRAM ADMINISTRATOR SHALL DELIVER TO PROPERTY OWNER A FINAL ASSESSMENT STATEMENT AND THE SCHEDULE OF THE ACTUAL ANNUAL ASSESSMENT INSTALLMENTS.

Prepayment:

You have the right to pay off your assessment amount at any time in full, or in any amount of at least \$2,500 in accordance with Section 3 of the Financing Agreement. However, if you do so, you will have to pay the principal amount of the Assessment to be prepaid (the "Assessment Prepayment Amount") and interest on the Assessment Prepayment Amount to the second business day of the second month following the date the prepayment is made.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA } ss.

COUNTY OF _____ }

On _____, before me, _____,

Notary Public, personally appeared

_____, who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

Property Owner

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Broad & Cassel LLP
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUMMARY MEMORANDUM OF THE FLORIDA HERO PROGRAM
FINANCING AGREEMENT**

The Florida Resiliency and Energy District ("FRED" or the "Local Government"), a separate legal entity and local government formed under Florida Statute Section 163.01, hereby provides notice of the levy and collection by the Local Government of a voluntary non ad-valorem assessment for Property Assessed Clean Energy ("PACE") qualifying improvements, authorized pursuant to Section 163.08, Florida Statutes, as amended (the "Florida PACE Act"), and Florida Statutes Sections 197.3632 and 197.3635, as amended and supplemented (the "Uniform Assessment Collection Act").

The Local Government, using the Florida Development Finance Corporation's ("FDFC") PACE Program in partnership with Renovate America, Inc. ("Renovate America" or "Program Administrator") and their Florida Home Energy Renovation Opportunity Program ("HERO") Program (the "Program") will allow financing of certain renewable energy, energy efficiency, and wind resistance improvements that are permanently fixed to real property (the "Improvements") through the levy and collection of voluntary non ad-valorem assessments pursuant to the Florida PACE Act and the Uniform Assessment Collection Act.

The Local Government, FDFC, and the record owner(s) (the "Property Owners") of the real property described on Exhibit "A" to this Notice (the "Property") have entered into that certain Financing Agreement dated _____ (the "Financing Agreement"). Pursuant to Section 12 of the Financing Agreement and with the consent of Property Owner(s), the Local Government hereby records this summary memorandum of the Financing Agreement ("Summary Memorandum").

Pursuant to the Financing Agreement, the Property Owner hereby freely and willingly agrees to pay the assessment (the "Assessment") as provided in Exhibit B to the Financing Agreement. The Assessment shall equal the total amount disbursed by FDFC to pay for (i) the Improvements identified on Exhibit A to the Financing Agreement, plus (ii) all costs, fees and interest associated therewith as reflected on Exhibit B to the Financing Agreement, which total amount is also known as the Actual Disbursement Amount (defined below).

Upon receipt of the fully executed and final Completion Certificate, as described in the current version of Florida HERO Program Handbook (referred to herein as the "Handbook"), the Program Administrator shall calculate and FDFC shall verify and cause the Trustee to disburse payments to those entitled to receive them (the "Actual Disbursement Amount") hereunder subject to such revisions as are agreed to pursuant to the Financing Agreement and subject to any Addendum to the Financing Agreement provided for under the Financing Agreement agreed to and executed by the parties hereto. The Property Owner shall comply with all requirements for contracting for the installation of the Improvements as required in the Financing Agreement and shall deliver such Completion Certificates as are provided for in the Financing Agreement. The FDFC and the Program Administrator shall comply with all disbursement and recording requirements provided for in the Financing Agreement.

NOTICE IS FURTHER GIVEN that the Assessment shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation against the Property until they are paid. The Assessment shall have the lien priority as set forth in the Florida PACE Act, and shall be collected, secured and enforced through the Uniform Assessment Collection Act in the same manner and at the same time as general taxes and other special assessments of the city or county on real property, that could result in the sale of the Property for payment of the delinquent installments, and all penalties, and interest. Notwithstanding the foregoing, a delinquency shall not accelerate the remaining outstanding balance of the Assessment or the expiration of the Financing Agreement under the next paragraph below.

Except as otherwise set forth herein or in the Financing Agreement, the Financing Agreement shall expire upon (i) the final Assessment payment as provided in the Financing Agreement or (ii) a full prepayment of the entire balance of the Assessment, provided that such prepayment is meant to be permanent and the party who is then the Property Owner does not execute a document confirming the assumption and continuation of the Financing Agreement and the Assessment.

The Financing Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the Property pursuant to the Florida PACE Act. If the Property is subdivided while the Assessment remains unpaid, the Assessment will be assigned to the newly-created parcel as provided in the Financing Agreement. The Program does not impose limitations or restrictions on the transfer of the Property and Assessment to a new homeowner.

The Financing Agreement sets forth the maximum principal amount that can be financed, the estimated interest rate on the Assessment, and the estimated amount payable annually on the Assessment. Pursuant to Section 12 of the Financing Agreement, the parties agreed that all such amounts would be finalized in this Summary Memorandum.

The Property is subject to an Assessment levied against the Property in the total financed amount of \$11,559.47 as is set forth in the Final Payment Summary to be provided to Property Owner.

The specific contact information for the Program Administrator and more information regarding the non ad-valorem assessment may be obtained from the Program Administrator at Renovate America, Inc.; 16409 W. Bernardo Drive; San Diego, CA, 92127.

IN WITNESS WHEREOF, Florida Development Finance Corporation has caused this Summary Memorandum to be executed by and on behalf of the FDFC by the authorized signatory identified below.

Florida Development Finance Corporation: Executive Director and/or his or her designee:

Name *(Please Print)*

FDFC: Signature

Date of Execution by **FDFC:**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA } ss.

COUNTY OF _____ }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

IN WITNESS WHEREOF, the Florida Resiliency and Energy District has caused this Summary Memorandum to be executed by and on behalf of the Florida Resiliency and Energy District by the authorized signatory identified below.

Florida Resiliency and Energy District ("FRED") Executive Director and/or his or her designee:

Name *(Please Print)*

FRED Signature

Date of Execution by FRED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA } ss.

COUNTY OF _____ }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT “A”

IDENTIFICATION OF PROPERTY OWNERS AND PROPERTY DESCRIPTION

Record Owner(s) Names: Joe Smith

Address: 123 Blueberry Ln, Satellite Beach, FL 32937

Parcel Number xxx-xxx-xxx-xxx

County: Brevard

Legal Description:

SAMPLE

EXHIBIT B

SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS

Tax Year	Total Annual Payment*	Interest Portion of Annual Payment**
2020	\$1,733.69	\$1,698.69
2021	\$1,733.69	\$982.35
2022	\$1,733.69	\$759.59
2023	\$1,733.69	\$687.37
2024	\$1,733.69	\$609.60
2025	\$1,733.69	\$525.85
2026	\$1,733.69	\$435.66
2027	\$1,733.69	\$338.54
2028	\$1,733.69	\$233.94
2029	\$1,733.68	\$121.30

* Includes the annual Assessment Installments due in the Tax Year and current annual assessment administration fee of \$35.00 (subject to changes). The annual payment due for this assessment will be collected with property taxes that are due annually each year for your real property, or in accordance with your regular property tax payment schedule. This does not include the current annual tax collection administration fee.

** This column includes annual interest and any prepaid interest if financed. The Property Owner should consult a tax advisor about potential tax deductibility and any other tax benefits.

Florida HERO Program

ADDENDUM TO THE FINANCING AGREEMENT Addendum No. 1

All terms set forth below in this Addendum (i) shall supersede and take precedence over any term(s) in the Financing Agreement by and between the Florida Development Finance Corporation, a public body corporate and politic and a public instrumentality organized and existing under the laws of the State of Florida (the "FDFC"), the Florida Resiliency and Energy District ("FRED" or the "Local Government"), and **Joe Smith** entered into on the Effective Date (defined within the Financing Agreement) (the "Agreement") that conflicts with, is not covered by, or is otherwise contrary to, the terms set forth herein and (ii) shall become part of, and be incorporated into, the Agreement as if they originally appeared therein. For the avoidance of doubt, name, capacity, title, party and clerical corrections appearing below in this Addendum shall become part of, and be incorporated into, the Agreement as if they originally appeared therein. For purposes of this Addendum, "Exhibit A" and "Exhibit B" refer to Exhibits A and B within the Agreement.

RECITALS:

WHEREAS, FDFC, the Local Government, and Property Owner have executed the Agreement to finance the purchase and installation of Improvement(s) on the Property; and

WHEREAS, (i) the Improvement(s), Improvement types, and/or Improvement categories appearing in Exhibit A differ from those appearing in this Addendum, and/or (ii) the Estimated Disbursement Amount appearing in this Addendum is greater than the Estimated Disbursement Amount originally listed in Exhibit B; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings given to them in the Agreement.
2. Addendum.
 - a. The Improvement(s) and Improvement Amounts appearing in this Addendum shall replace the Improvement(s) listed in Exhibit A, and shall become part of, and incorporated into, Exhibit A as if they originally appeared herein.
 - b. The Revised Estimated Disbursement Amount listed in this Addendum shall replace the Estimated Disbursement Amount listed in Exhibit B, and shall become part of, and be incorporated into, Exhibit B as if it originally appeared therein.
 - c. The name, capacity, title, party and other clerical corrections (if any) appearing in the signature block of this Addendum shall supersede and take precedence over those originally appearing in the Agreement and shall become part of, and be incorporated into, the Agreement as if they originally appeared therein.

3. Miscellaneous. The existing Agreement, as amended by the Addendum, remains in full force and effect. Any reference to the Agreement from and after the date hereof shall be deemed to refer to the Agreement as amended hereby.
4. Representations and Warranties.
 - a. Property Owner hereby represents and warrants that (i) the terms, conditions and information contained in this Addendum are true and correct, and (ii) the Property Owner affirmatively authorized installation of the Improvements identified herein and in the fully executed and final Completion Certificate.
 - b. Property Owner hereby confirms that (i) each of its representations, warranties and covenants set forth in the Agreement, after giving effect to this Addendum are true and correct as of the date first written above with the same effect as though each has been made as of such date, and (ii) all terms and conditions of the Agreement shall remain in full force and effect and the Property Owner hereby ratifies the obligations thereunder.
5. Estimated Disbursement Amount. The Revised Estimated Disbursement Amount under this Agreement is **\$11,559.47**, which is based upon the Improvements and pricing set forth in this Addendum. The Estimated Disbursement Date is April 22, 2019, which date is used in the table below.
6. Interest before first payment in the amount of **\$965.47** will be added to the Property Owner's assessment amount for the period between the closing date and May 2nd of the year the Property Owner makes his or her first assessment payment. Total one-time program administrative fee, initial assessment administration fee and recording fee added to your assessment is **\$594.00**.

Property Owner Information:

Date: **11/03/2018**
Property Owner: **Joe Smith**
Property Address: **123 Blueberry Ln, Satellite Beach, FL 32937**
HERO ID: **FL00900000**
Application Date: **11/03/2018**
Expiration Date: **04/22/2019**
Parcel Number: **xxx-xxx-xxx-xxx**

Summary:

Financing Term	Interest Rate	Annual Amount Added to Property Tax Bill
10 years	7.69%	\$1,733.69

Description of Products:

PRODUCT #1	
Product Category Type:	Heating, Cooling & Ventilation - Air Conditioners

Assessment Payment Schedule:

Tax Year*	Total Annual Payment**	Interest Portion of Annual Payment***
2020	\$1,733.69	\$1,698.69
2021	\$1,733.69	\$982.35
2022	\$1,733.69	\$759.59
2023	\$1,733.69	\$687.37
2024	\$1,733.69	\$609.60
2025	\$1,733.69	\$525.85
2026	\$1,733.69	\$435.66
2027	\$1,733.69	\$338.54
2028	\$1,733.69	\$233.94
2029	\$1,733.68	\$121.30

* The estimated initial Tax Year is based upon the Estimated Disbursement Date. The actual initial Tax Year will be based upon the actual disbursement date.

** Includes the annual Assessment Installments due in the Tax Year and current annual assessment administrative fee of **\$35.00** (subject to change). The annual payment due for this assessment will be collected with property taxes that are due annually each year for your real property, or in accordance with your regular property tax payment schedule.

*** This column includes annual interest and any prepaid interest if financed. Consult your tax advisor about potential tax deductibility and any other tax benefits.

Owner 1:

Joe Smith, Signature

Date:

Month/Day/Year

Identity Verification Code:

SAMPLE

Florida Development Finance Corporation: Executive Director and/or his or her designee:

Name (*Please Print*)

FDFC Signature

Date of Execution by FDFC

SAMPLE

Florida Resiliency and Energy District (“FRED”) designee:

Name (*Please Print*)

FRED Signature

Date of Execution by FRED

SAMPLE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Property Owner

STATE OF FLORIDA

} ss.

COUNTY OF _____ }

On _____, before me, _____,

Notary Public, personally appeared _____,

_____ who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

Financing Estimate and Disclosure

16409 W. Bernardo Drive, San Diego, CA, 92127

Save this Financing Estimate and Disclosure to compare with your Final Payment Summary.

DATE ISSUED	11/03/2018	TERM	10 years
PROPERTY OWNERS	Joe Smith	PURPOSE	Home Improvement
	123 Blueberry Ln	PRODUCT	HERO Program
	Satellite Beach, FL 32937	IDENTIFICATION #	FL00900000
PROPERTY ADDRESS	123 Blueberry Ln	RATE LOCK	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, until 04/22/2019
	Satellite Beach, FL 32937		After the expiration date interest rates and closing costs can change.

Product Cost

Product Cost Financed (Including labor/installation)	\$10,000.00	• Heating, Cooling & Ventilation - Air Conditioners
---	-------------	---

Assessment Terms

Assessment Amount	\$11,559.47
Closing Costs Financed	\$1,559.47
Interest Rate	7.69%
Balloon Payment	\$0.00

Projected Payments

Payment Calculation	
Principal & Interest (including Closing Costs Financed)	\$1,698.69
Annual Assessment Administration Fee	+\$35.00
Estimated Total Annual Payment	\$1,733.69

Note: This financing arrangement will result in an assessment against your real property. The annual payment due for this assessment will be collected with property taxes that are due annually each year for your real property, or in accordance with your regular property tax payment schedule. See the "Other Considerations" section below for more information about the increased mortgage payments that your mortgage servicer may require you to make each month, if your mortgage payments include property taxes the servicer collects and pays on your behalf from an escrow (impound) account.

Financing Estimate and Disclosure

16409 W. Bernardo Drive, San Diego, CA, 92127

Save this Financing Estimate and Disclosure to compare with your Final Payment Summary.

Assessment Costs

A. Administration Fees	\$534.00
One-time Program Administration Fee	\$499.00
Initial Assessment Administration Fee	\$35.00
B. Origination Charges	\$0.00
Application Fee	\$0.00
C. Services	\$0.00
Appraisal Fee	\$0.00
Credit Report Fee	\$0.00
D. TOTAL FINANCING COSTS (A + B + C)	\$534.00

Closing Costs

H. TOTAL CLOSING COSTS (D + G)	\$1,559.47
---------------------------------------	-------------------

Calculating Cash to Close

Total Closing Costs (H)	\$1,559.47
Closing Costs Financed (Paid from your Assessment Amount)	-\$1,559.47
Down Payment/Funds from Property Owner	\$0.00
Estimated Cash to Close	\$0.00

Other Costs

E. Accumulated Interest Charges	\$965.47
Interest Before First Payment ¹	\$965.47
F. Government Fees²	\$60.00
One-time Recording Fee	\$60.00
G. TOTAL OTHER COSTS (E + F)	\$1,025.47

¹ Interest before first payment will be added to your assessment amount for the period between the closing date and May 2nd of the year you make your first assessment payment.

² You will not be charged for the state documentary stamp tax; the Florida HERO Program will pay this estimated cost of \$40.46 on your behalf.

Other Terms

Prepayment Fee	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	Interest will accrue until the 2 nd day of the 2 nd month following payoff
Annual Assessment Administration Fee	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	Annual assessment administration fee of \$35.00 is subject to change ³
Annual Tax Collection Administration Fee	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	Annual tax collection administration fee generally ranges between 0% – 2% of the annual assessment payment amount ⁴

Additional Information About this Assessment

Use this information to compare to other financing options

Total amount you will have paid over the term of the assessment	<div> <div>\$10,594.00</div> <div>Principal you will have paid off (excluding Interest Before First Payment).</div> </div> <div> <div>+</div> <div>\$6,392.89</div> <div>Amount of interest you will have paid (including Interest Before First Payment).</div> </div> <div> <div>+</div> <div>\$350.00</div> <div>Annual Assessment Administration Fees you will have paid.</div> </div> <div> <div>=</div> <div>\$17,336.89</div> <div>Total you will have paid in principal, interest, and Annual Assessment Administration Fees.</div> </div>
Annual Percentage Rate	9.26% Your costs over the assessment term expressed as a rate. This is not your interest rate.
Total Interest Percentage	36.87% As a percentage of all payments you will have made.

³ The annual assessment administration fee is subject to increase to an amount not to exceed \$95.

⁴ The tax collection administration fee is collected by your local county tax collector as part of the ordinary tax collection process, and generally ranges between 0% – 2% of the annual assessment payment amount (depending upon the county where the Property is located), but is subject to change in subsequent years. However, the tax collection administration fee may exceed this estimate. The Program does not determine or guarantee the amount of the fee, which may vary by year depending upon the county where the Property is located. Please contact your local county tax collector for more information.

Financing Estimate and Disclosure

16409 W. Bernardo Drive, San Diego, CA, 92127

Save this Financing Estimate and Disclosure to compare with your Final Payment Summary.

FINANCING PROVIDER Renovate America: HERO Program
EMAIL info@heroprogram.com
PHONE (855) HERO-411

Other Considerations

Tax Payments and Monthly Mortgage Payments	Your payments will be added to your property tax bill. Whether you pay your property taxes through your mortgage payment, using an escrow (impound) account, or if you pay them directly to the tax collector, you will need to save an estimated \$1,733.69 for your first tax year. If you pay your property taxes through an escrow (impound) account you should contact your mortgage servicer to confirm how and when it will adjust your monthly mortgage payment to cover this increase to your annual property tax bill.	_____ PO INITIAL
Home Sale or Refinancing	I understand that I may be required to pay off the remaining balance of this obligation by the mortgage lender refinancing my home. If I sell my home, the buyer or their mortgage lender may require me to pay off the balance of this obligation as a condition of sale.	_____ PO INITIAL
Estimated Cost Savings	I understand that any utility bill savings I might experience as a result of any installed product(s) financed through the Florida HERO Program will depend on my usage, utility rates, and the efficiency of such product(s). Any estimated savings are not guaranteed and will not reduce my assessment payments or my total assessment amount.	_____ PO INITIAL
Tax Benefits	Consult your tax advisor regarding potential tax credits, credits and deductions, tax deductibility, and other tax benefits available for the Florida HERO Program. Making an appropriate application for any benefit is your responsibility.	_____ PO INITIAL
Statutory Penalties	If your property tax payment is late, the enforcement and collection procedures set forth in the Florida Uniform Assessment Collection Act may be employed which could result in a sale of tax certificates for the Property and the ultimate sale of the Property for the payment of the delinquent assessment installments, associated penalties, interest and other costs.	_____ PO INITIAL
Right to Cancel	<p>You, the property owner, may cancel the financing agreement at any time prior to your signing of the Completion Certificate.</p> <p>To cancel this transaction, you may mail or deliver a signed and dated copy of the financing agreement with notice of cancellation to:</p> <p>16409 W. Bernardo Drive San Diego, CA, 92127</p> <p>You may also cancel the contract by sending notification of cancellation by email to the following email address: info@heroprogram.com.</p>	_____ PO INITIAL
Project Pricing	I confirm that my home improvement contractor(s) did not quote me a different price because I selected HERO instead of paying cash or using a different financing option. If my contractor(s) did quote a different price for a different payment option, I agree to call 844-805-4376 immediately, before proceeding with my project.	_____ PO INITIAL

Financing Estimate and Disclosure

16409 W. Bernardo Drive, San Diego, CA, 92127

Save this Financing Estimate and Disclosure to compare with your Final Payment Summary.

Confirm Receipt

This confirms the receipt of the information in this form. You do not have to accept this financing just because you acknowledge that you have received or signed this form, and it is not a contract.

Joe Smith

Date

Property Owner 2

Date

Property Owner 3

Date

Property Owner 4

Date

Customer Service Toll-Free Telephone Number and Email

In the event you have a consumer complaint, questions about your financing obligations related to the assessment or your contractual rights under the terms of your financing agreement, you can contact either this toll-free telephone number or email address provided below and receive a response within one business day.

Toll-free telephone number: (855) HERO-411

Customer service email address: info@heroprogram.com



P: (855) HERO-411 F: (858) 815-6860 E: info@heroprogram.com

A: 16409 W. Bernardo Drive
San Diego, CA, 92127

Date: **11/03/2018**
Property Owner(s): **Joe Smith**
Property Address: **123 Blueberry Ln, Satellite Beach, FL 32937**
HERO ID: **FL00900000**
Application Date: **11/03/2018**
Expiration Date: **04/22/2019**

Your Right to Cancel:

You are entering into a financing agreement that will result in the imposition of a non ad-valorem assessment with the Florida Development Finance Corporation ("FDFC") and Florida Resiliency and Energy District ("FRED" or "Local Government") for HERO Financing under the Florida HERO Program ("Program") that will result in a lien on the property at 123 Blueberry Ln, Satellite Beach, FL 32937.

You may cancel this transaction, without cost at any time prior to your signing of the Completion Certificate.

If you cancel the transaction, the Local Government, within 20 calendar days after the Renovate America, Inc. (the "Program Administrator") receives notice of cancellation, must take the steps necessary to reflect the fact that, if recorded, the lien on your property has been discharged and removed from the tax rolls, and the Local Government or the Program Administrator must return to you any money you have given in connection with your application, not including any application processing fee. After the Local Government or the Program Administrator has completed these steps, you must return any money paid to you or on your behalf, whether to your contractor or any other person. All money must be returned to the address below.


Exercising this right to cancel does not affect your payment obligations to your contractor(s) and does not cancel or in any way affect any contract you may have signed with any other parties, including your contractor(s). It is your responsibility to contact any applicable contractor(s) regarding your obligations under any home improvement contract(s) that you may have signed.

If you cancel the transaction:

- You will not be charged a cancellation fee; and
- You will be refunded any money you have given, excluding any application and processing fees as applicable.

Acknowledgement of Receipt

I/We hereby acknowledge reading and receiving a complete copy of this Notice of Right to Cancel.

	_____	_____	_____	_____
	Joe Smith	Date	Property Owner 2	Date
	_____	_____	_____	_____
	Property Owner 3	Date	Property Owner 4	Date

How to Cancel

To cancel this transaction, you may submit this form to the Florida HERO Program in writing at:

Florida HERO Program
ATTN: Right to Cancel Notification
Email: cancellations@heroprogram.com
Fax Number: 858-815-6860
Address: 16409 W. Bernardo Drive
San Diego, CA, 92127

You may also cancel by calling 855-HERO-411 (855-437-6411) and speaking with a HERO representative.

By signing below, you are cancelling your HERO Financing transaction. This does not cancel any contract with any other parties, such as your contractor(s). It is your responsibility to contact any additional parties regarding your obligations under any home improvement contract(s) that you may have signed.



P: (855) HERO-411 F: (858) 815-6860 E: info@heroprogram.com

A: 16409 W. Bernardo Drive
San Diego, CA, 92127

I Wish to Cancel (ONLY SIGN HERE IF YOU ARE CANCELLING YOUR FINANCING)



Joe Smith

Date

Property Owner 2

Date

Property Owner 3

Date

Property Owner 4

Date

SAMPLE



Florida HERO Financing Program™ Completion Certificate

P: (855) HERO-411

A: 16409 W. Bernardo Drive, San Diego, CA, 92127

E: herofunding@heroprogram.com

Date:	11/03/2018	HERO ID:	FL00900000
Property Owner(s):	Joe Smith	Application Date:	11/03/2018
Property Address:	123 Blueberry Ln, Satellite Beach, FL 32937	Expiration Date:	04/22/2019

Completion Certificate Instructions

AFTER all work has been completed, the contractor and one of the property owners must sign this Completion Certificate. This Completion Certificate and all required attachments listed below must then be submitted to the Program. The Program will then approve the Completion Certificate and process payment.

Required attachments:

- A fully executed home improvement contract, including all pages and addendums from all contractor(s)
- Product related attachments, if applicable (see Product Details below)
- Initial or final permit(s), as applicable

Contractor

Company Name:	Jaime's Contractor Services	Phone:	(555) 555-5555
License No:	xxxxxxx	Address:	456 Peach Ln, Satellite Beach, FL 32937

Payment Instructions: On file and can be updated from within the contractor portal or if payment is to be made to the Payment Designee as set forth in the Payment Designee section below.

The undersigned contractor hereby certifies that:

1. It has no reason to believe that the products installed on the property are not complete to the satisfaction of the property owner;
2. The property owner(s) signed this Completion Certificate after the installation of the products and it has no reason to believe that any signature on this Certificate is not genuine;
3. It has the correct licensing/certifications from the applicable state or local licensing board to install the products listed on this Completion Certificate;
4. The undersigned individual has the authority to sign this Completion Certificate on behalf of contractor;
5. It has provided all the applicable required attachments listed above with this Completion Certificate and the attached documents are true and correct copies thereof;
6. It hereby transfers and assigns its right to receive HERO Funding to the Payment Designee for the Total Approved Financing Amount for this Completion Certificate if the instructions below indicate that payment should be paid to the Payment Designee; and
7. It hereby transfers and assigns its rights to Program Fund Moneys to Renovate America, Inc. or its affiliates.

Authorized Contractor Representative Signature

Date

Printed Name

HERO Funding Amount to be paid:

<input type="checkbox"/>	Contractor	_____
<input type="checkbox"/>	Property Owner	_____
<input type="checkbox"/>	Payment Designee	_____

Payment Designee:

Company Name:

Contact Name:

Phone:

Address:

Installed HERO Product Details

Heating, Cooling & Ventilation - Air Conditioners	
Product Category Type:	Heating, Cooling & Ventilation - Air Conditioners
AHRI Number:	5434998
Trade/Brand:	Lx Series
Outdoor Unit Manufacturer:	Luxaire By Johnson Controls
Outdoor Unit Model:	TCJF48S41S4
Indoor Unit Manufacturer:	
Indoor Unit Model:	FC64D+TXV
Furnace Model:	T*(8,L)C*C20
Cooling Capacity (BTUh):	4.00
SEER:	15.7500
EER:	13.0000
Quantity:	1
Programmable Thermostat:	Yes

<p>I agree the products listed above have been installed and the work is complete. I agree that payments should be made for the products and labor.</p>	<p>_____</p> <p>Property Owner Initial</p>
---	--

Property Owner

HERO Products Installed	
1	Heating, Cooling & Ventilation - Air Conditioners
Total Requested Product Amount	\$10,000.00
Florida HERO Program administration costs and recording fees ¹	\$594.00
Interest before first payment ²	\$965.47
TOTAL AMOUNT TO BE FINANCED FOR THIS PROJECT³	\$11,559.47

HERO Payment to Contractor (HERO pays to contractor or other payee upon project funding)⁴	\$10,000.00
---	--------------------

1. Program costs to provide financing for your improvement. These costs include bond issuance costs and the cost of processing your paperwork. It also includes the fees paid to the county to record and process the financing documents. The Florida HERO Program will pay the cost of the state documentary stamp tax in the estimated amount of \$40.46.
2. Interest before first payment will be added to your assessment amount for the period between the closing date and May 2nd of the year you make your first assessment payment.
3. All amounts are estimates based on a project expiration date of 04/22/2019. Actual amounts will be calculated based on the actual project completion date, and will be listed on the Final Payment Summary.
4. In connection with this transaction, Renovate America, Inc. may require that your contractor pay Renovate America, Inc. a fee. This fee may be deducted from the amount to be paid to your contractor. To the extent your contractor is required to pay Renovate America a fee, your contractor has agreed not to add, charge, or otherwise transfer to you the cost of such fee in order to participate in this Program.

IMPORTANT NOTICE: PLEASE DO NOT SIGN THIS DOCUMENT UNTIL THE WORK IS COMPLETE

I, the undersigned, certify that:

1. The products listed above and installed on my property are completed to my satisfaction;
2. I understand that the selection of the contractor and acceptance of the materials used and the work performed is my responsibility and that the Florida HERO Program, the Florida Development Finance Corporation, the Florida Resiliency and Energy District, and/or Renovate America, Inc. do not endorse any contractor or any other person involved with the products, the design of the products, or warrant the economic value, energy savings, safety, durability or reliability of the products;
3. I understand that the Florida HERO Program has the right to inspect any installed products listed on this Completion Certificate;
4. The products listed above are the products installed on my property;
5. My contractor or I have obtained, or will obtain, all necessary final permits and/or inspections required in my jurisdiction;
6. As indicated above, I hereby transfer and assign my right to HERO Funding to the Contractor and/or Payment Designee for the Total Approved Financing Amount for this Completion Certificate if I indicated that payment should be paid to the Contractor and/or Payment Designee above;
7. I hereby transfer and assign my right to Program Fund Moneys to Renovate America, Inc. or its affiliates; and
8. **I have the authority to make all certifications and sign this Completion Certificate for and on behalf of all other Property Owners.**

Joe Smith

Date



NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

PERMIT NUMBER: _____

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO. 4841 21 30 0060

SUBDIVISION _____ BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____

9055 NW 26 CT. Coral Springs, FL 33065

2. GENERAL DESCRIPTION OF IMPROVEMENT:

12 impact windows, 3 impact doors

3. OWNER INFORMATION: a. Name WILLIAM & SUZANNE SANTANA

b. Address 9655 NW 26 CT CORAL SPRINGS, FL 33065

c. Interest in property _____

Name and address of fee simple titleholder (if other than Owner) _____

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:

NEWSOUTH WINDOW SOLUTIONS 1401 S STATE RD 7 NORTH LAUDERDALE, FL 33068

954-935-8300

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7, Florida Statutes:

NAME, ADDRESS AND PHONE NUMBER: _____

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes: NAME, ADDRESS AND PHONE NUMBER: _____

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) : _____

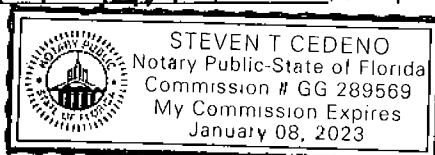
WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

[Signature]
Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

William Santana
Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of November, 2021
by WILLIAM SANTANA, who is personally known _____ or produced the following type of identification: DL



[Signature]
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

DocuSign Envelope ID: 1A6FD16A-0B24-437B-B353-C0ACF29E2690



**RECORDED AND PREPARED BY AND
AFTER RECORDATION RETURN TO:**

Ygrene Energy Fund
2100 S. McDowell Blvd.
Petaluma, CA 94954

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SUMMARY MEMORANDUM OF AGREEMENT

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE The property referenced herein is located within the jurisdiction of the Green Corridor Property Assessment Clean Energy (PACE) District, a local government that has placed an assessment on the property pursuant to §163.08, Florida Statutes. The assessment is for a Qualifying Improvement to the property relating to energy efficiency, renewable energy, or wind resistance.

This Summary Memorandum of Agreement, dated 11/09/2021, provides notice that the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic duly organized and existing under the laws of the State of Florida whose address is 5385 Nob Hill Road, Sunrise, FL 33351, (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified in Exhibit A (the "Property"), have entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement") for the purpose of financing the Qualifying Improvements listed in Exhibit B on the Property. The parties agreed that the District will collect a non-ad valorem special assessment to repay the costs of funding the Qualifying Improvements. The assessment to be levied on the Property constitutes a lien of equal dignity to county taxes and assessments that is effective from the date of recordation of this Summary Memorandum of Agreement. The final principal amount of the assessment will be set forth in an addendum to the Agreement to be recorded in the public records of the applicable county upon completion of the installation of the Qualifying Improvements. Except as otherwise provided in the Agreement, the Agreement shall expire upon the final payment or full prepayment of the non-ad valorem special assessment.

The financing is not being administered by your local municipal or county government, property appraiser, or tax collector. Questions regarding the financing should be directed to Ygrene's Toll-Free Telephone Number (866-634-1358) or Customer Service Email Address (customer.care@ygrene.com)

DESCRIPTION OF ESTIMATED COSTS AND TERMS OF FINANCING

INTEREST RATE: 7.990 % **REPAYMENT TERM:** 30 years

Maximum Annual Assessment* \$6,916.86

Project Number: FL-336-4WQ79P ***Not including admin and county fees**

Exhibit A: PROPERTY (LEGAL DESCRIPTION)

ROYAL PALM VILLAGE 131-35 B LOT 6 BLK A

Exhibit B: INITIAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

High-Impact Windows, High-Impact Sliding Glass Doors



SUMMARY MEMORANDUM OF AGREEMENT

01/01/2020

1

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DOC ID: FL-336-4WQ79P

FL-336-4WQ79P



DocuSign Envelope ID: 1A6FD16A-0B24-437B-B353-C0ACF29E2690

PROPERTY INFORMATION - Project Number: FL-336-4WQ79P

County: Broward		Folio Number: 48-41-21-30-0060
Property Street Address: 9655 NW 26TH CT		
City: CORAL SPRINGS	State: FL	Zip: 33065
Owner 1: William Santana		
Owner 2: Suzanne Santana		
Owner 3:		
Owner 4:		
Owner 5:		
Owner 6:		

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

Name of Signatory: Paul Winkeljohn

WET SIGNATURE

Title of Signatory: DISTRICT OFFICER

Date: 12/17/2021


 Signed on 2021/12/17 14:11:17 -5:00

DISTRICT NOTARY ACKNOWLEDGEMENT

 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 17 day of December 2021, by Paul Winkeljohn who is/are personally known to me or who has/have produced (personally known) as identification.


 Signed on 2021/12/17 14:11:17 -5:00

[SEAL]

Notary Public, State of Florida



Notary Stamp 2021/12/17 12:11:17 PST

03C710040611

PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER



SUMMARY MEMORANDUM OF AGREEMENT

01/01/2020

2

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RECORDED AND PREPARED BY
AND AFTER RECORDATION RETURN TO:
Ygrene Energy Fund
2100 S. McDowell Blvd.
Petaluma, CA 94954

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ADDENDUM TO FINANCING AGREEMENT

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE

The property referenced herein is located within the jurisdiction of the Green Corridor Property Assessment Clean Energy (PACE) District, a local government that has placed an assessment on the property pursuant to §163.08, Florida Statutes. The assessment is for a Qualifying Improvement to the property relating to energy efficiency, renewable energy, or wind resistance.

This Addendum to the Financing Agreement (the "Addendum"), dated 02/04/2022, provides notice that the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic duly organized and existing under the laws of the State of Florida whose address is 5385 Nob Hill Road, Sunrise, FL 33351 (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified in Exhibit A ("the "Property"), have entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement"). A Summary Memorandum of Agreement, summarizing the Agreement, was recorded in the public records of Broward County of on 12/20/2021 in official record book Instrument # 117814407, Pages 1-2. In the Agreement the parties agreed that the District will collect a non-ad valorem special assessment on the tax bill for the Property to repay the costs of funding the Qualifying Improvements. As of the recording of this Addendum, the Owner has certified to the District that the Qualifying Improvements described in Exhibit B have been completed. Accordingly, this Addendum supplements the previously recorded Summary Memorandum Agreement with the Final Description of Qualifying Improvements described in Exhibit B. The total financed amount, annual obligation, and duration of the non-ad valorem special assessment on the Property are set forth in Exhibit C.

The financing is not being administered by your local municipal or county government, property appraiser, or tax collector. Questions regarding the financing should be directed to Ygrene's Toll-Free Telephone Number (866-634-1358) or Customer Service Email Address (customer.care@ygrene.com)

Exhibit A: PROPERTY (LEGAL DESCRIPTION)

ROYAL PALM VILLAGE 131-35 B LOT 6 BLK A

Exhibit B: FINAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

High-Impact Windows, High-Impact Sliding Glass Doors

Exhibit C:

Repayment Term: 30 years

Final Annual Special Assessment* \$3,975.33

Interest Rate: 7.990 %

*Not including administrative and county fees



ADDENDUM TO FINANCING AGREEMENT
DOC ID: FL.GC.2.3

01/01/2020
FL-336-4WQ79P

1



PROPERTY INFORMATION – Project Number: FL-336-4WQ79P

County:	Broward	Folio Number:	48-41-21-30-0060
Property Address: 9655 NW 26TH CT, CORAL SPRINGS, FL 33065			
Owner 1: William Santana			
Owner 2: Suzanne Santana			
Owner 3:			
Owner 4:			
Owner 5:			
Owner 6:			

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

Name of Signatory: Paul Winkeljohn
Title of Signatory: DISTRICT OFFICER

WET SIGNATURE

DATE 2/7/2022

Paul Winkeljohn
Signed on 2022/02/07 14:35:02 -5:00

DISTRICT NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 7 day of February 2022, by Paul Winkeljohn who is/are personally known to me or who has/have produced (personally known) as identification.

[SEAL]



Signed on 2022/02/07 12:35:02 PST

Notary Public, State of Florida

PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER



ADDENDUM TO FINANCING AGREEMENT
DOC ID: FL.GC.2.3

01/01/2020
FL-336-4WQ79P





SANTANA, WILLIAM &
SANTANA, SUZANNE
9655 NW 26TH CT
CORAL SPRINGS, FL 33065-4987

2022 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED
OR ADOPTED NON-AD VALOREM ASSESSMENTS

Broward County Taxing Authorities
Broward County Governmental Center
115 South Andrews Avenue, Fort Lauderdale, Florida 33301-1899

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which set property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year.

The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION.

Each taxing authority may AMEND OR ALTER its proposals at the hearing.

The taxing authorities listed below set your tax rates. The Broward County Property Appraiser sets your property value and applies exemptions.

If you have questions regarding your value or exemptions, please call the appropriate department listed on the back of this form.

YOUR PROPERTY VALUE LAST YEAR				
	COUNTY	SCHOOL BOARD	MUNICIPAL	INDEPENDENT
Market Value	389,710	389,710	389,710	389,710
SOH Red./Portability	196,030	196,030	196,030	196,030
10% Cap Reduction	0	0	0	0
Agricultural Classification	0	0	0	0
Other Reduction	0	0	0	0
Assessed/SOH	193,680	193,680	193,680	193,680
Homestead	25,000	25,000	25,000	25,000
Add. Homestead	25,000	0	25,000	25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Other Exemption	0	0	0	0
Taxable	143,680	168,680	143,680	143,680

See reverse side for an explanation of above listed values.

Proposed Ad Valorem Taxes									
TAXING AUTHORITY *DEPENDENT TAXING DISTRICT / MSTU		LAST YEAR'S ACTUAL TAX RATE	THIS YEAR'S PROPOSED TAX RATE	YOUR PROPERTY TAXES LAST YEAR	YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	A PUBLIC HEARING ON THE PROPOSED TAXES AND BUDGET WILL BE HELD		YOUR TAX RATE THIS YEAR IF NO BUDGET CHANGE IS MADE	YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE
- - COUNTY - - COUNTY COMMISSION VOTER APPROVED DEBT LEVY - - BROWARD PUBLIC SCHOOLS - - BY STATE LAW BY LOCAL BOARD VOTER APPROVED DEBT LEVY - - MUNICIPAL - - CORAL SPRINGS VOTER APPROVED DEBT LEVY - - INDEPENDENT DISTRICTS - - SOUTH FL WATER MANAGEMENT DISTRICT SOUTH FL WATER MGMT D-OKEECHOBEE BASIN SOUTH FL WATER MGMT D-EVERGLADES CONST FLORIDA INLAND NAVIGATION DISTRICT CHILDREN'S SERVICES COUNCIL NORTH BROWARD HOSPITAL DISTRICT TOTAL AD VALOREM TAXES **TOTAL NON-AD VALOREM ASSESSMENTS TOTAL OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS (SEE REVERSE SIDE FOR DETAILS)		5.5134 0.1556	5.5306 0.1384	792.17 22.36	826.77 20.69	PH 954-831-4000: COMMISSION CHAMBERS, 4TH FLOOR 115 S ANDREWS AVE, FT. LAUD. SEPT 8, 5:01 PM PH 754-321-2225: KATHLEEN C. WRIGHT ADM. BLDG. 600 SE 3 AVE, FT. LAUD., SEPT 13, 5:30 PM		5.0433 0.1384	753.92 20.69
		3.5700 2.7480 0.1441	3.2030 2.7480 0.1873	602.19 463.53 24.31	558.89 479.50 32.68			3.1813 2.4888 0.1873	555.11 427.29 32.68
		6.0232 0.2303	6.0232 0.2114	865.41 33.09	900.41 31.60			5.5108 0.2114	823.81 31.60
		0.1061 0.1146 0.0365 0.0320	0.0948 0.1026 0.0327 0.0320	15.24 16.47 5.24 4.60	14.17 15.34 4.89 4.78	PH 561-686-8800: 3301 GUN CLUB RD, BLDG B-1 W PALM BEACH, SEPT 8, 5:15 PM PH 561-627-3386: MIASF BUILDING 221 SW 3 AVE, FORT LAUDERDALE, SEPT 8, 5:05 PM PH 954-377-1000: CSC, 6600 W COMMERCIAL BLVD LAUDERHILL, SEPT 7, 5:01 PM PH 954-473-7481: 1601 S ANDREWS AVE, STE 100 FORT LAUDERDALE, SEPT 15, 5:30 PM		0.0948 0.1026 0.0327 0.0287	14.17 15.34 4.89 4.29
		0.4699	0.4699	67.52	70.25			0.4305	64.36
		1.2770	1.6029	183.48	239.62			1.1638	173.98
				3,095.61 956.04	3,199.59 995.83				2,922.13
				4,051.65	4,195.42				
		**COLUMN 1	**COLUMN 2	**COLUMN 3	**COLUMN 4			**COLUMN 5	**COLUMN 6

*Note: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

- If you feel the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected above, contact the Broward County Property Appraiser at: 954-357-6831 OR 954-357-6835. 115 S ANDREWS AVE, RM 111 FT. LAUDERDALE
- If the Property Appraiser's office is unable to resolve the matter as to market value, classification or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Broward County Property Appraiser and must be filed on or before --- September 19, 2022
- Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district and possible or additional ad valorem penalties.

** SEE REVERSE SIDE FOR NON-AD VALOREM ASSESSMENTS AND EXPLANATIONS ➡

PARCEL NUMBER 484121-30-0060
PROPERTY ADDRESS: 9655 NW 26 CT

ROYAL PALM VILLAGE 131-35 B
LOT 6 BLK A



*****AUTO**5-DIGIT 33065 T29 P1 484121-30-0060
SANTANA, WILLIAM &
SANTANA, SUZANNE
9655 NW 26TH CT
CORAL SPRINGS, FL 33065-4987



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For the best service, please direct your call to the most appropriate BCPA Department:

Residential Property Values: 954-357-6831
Condo, Co-Op & Time-Share Values: 954-357-6832
Commercial Real Property Values: 954-357-6835
Agricultural Properties: 954-357-5793
Tangible/Commercial Personal Property: 954-357-6836
Exemptions and General Info: 954-357-6830
Report Homestead Fraud: 954-357-6900
Property Appraiser Marty Kiar: 954-357-6904

Proposed or Adopted Non-Ad Valorem Assessments

Local governments will soon hold public hearings to adopt non-ad valorem assessments for the next year. The purpose of the public hearings is to receive opinions from affected property owners and to answer questions on the proposed non-ad valorem assessments prior to taking action. All property owners have the right to appear at the public hearing and speak or file written objections to the non-ad valorem assessments. The written objection must be filed with the local government within 20 days of the first class notice required by sect. 197.3632, Florida Statutes --- this form constitutes the first class notice required by sect. 197.3632, Florida Statutes for county assessments and certain municipal assessments listed below. ---

LEVYING AUTHORITY/ PURPOSE OF NON-AD VALOREM ASSESSMENT	YOUR NON-AD VALOREM ASSESSMENT LAST YEAR	YOUR NON-AD VALOREM ASSESSMENT IF PROPOSED CHANGE IS MADE	LEVY RATE PARCEL UNITS AND UNIT OF MEASUREMENT	DATE, TIME, AND LOCATION OF PUBLIC HEARING AND TOTAL ASSESSMENT REVENUE TO BE COLLECTED
CORAL SPRINGS FIRE SERVICES ASSMNT	249.72	262.72	262.72 1 UNIT RESIDENTIAL	PH 954-346-1723: CORAL SPRINGS CITY HALL 9500 W SAMPLE ROAD, SEPT 12, 5:15 PM CITY WILL COLLECT \$19,329,823 IN ASSMNTS
SUNSHINE WCD - 1	265.19	273.14	273.14 1 UNIT UNITS	PH 877-276-0889: CORAL SPRINGS LA QUINTA INN 3701 N UNIVERSITY DR, SEPT 14, 6:30 PM DISTRICT WILL COLLECT \$4,504,624.88 IN ASSMNTS
CORAL SPRINGS SOLID WASTE ASSMNT	322.00	330.00	330.00 1 UNIT RESIDENTIAL	PH 954-346-1723: CORAL SPRINGS CITY HALL 9500 W SAMPLE ROAD, SEPT 12, 5:15 PM CITY WILL COLLECT \$9,443,280 IN ASSESSMENTS
CORAL SPRINGS STORMWATER ASSESSMENT	119.13	129.97	129.97 1 UNIT ERU	PH 954-346-1723: CORAL SPRINGS CITY HALL 9500 W SAMPLE ROAD, SEPT 12, 5:15 PM CITY WILL COLLECT \$4,511,450 IN ASSESSMENTS
**TOTAL NON-AD VALOREM	956.04	995.83		

TOTAL OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS	4,051.65	4,195.42
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2022 NOTICE OF PROPOSED PROPERTY
TAXES AND PROPOSED OR ADOPTED
NON-AD VALOREM ASSESSMENTS

Note: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive.
(Discounts are a maximum of 4 percent of the amounts shown on this form.)

2022 NOTICE OF PROPOSED PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
EXPLANATION

(Pursuant to Sec. 200.069, Florida Statutes)

EXPLANATION OF PROPERTY APPRAISER INFORMATION AND AD VALOREM TAXES:

<p>* COLUMN 1 -- "LAST YEAR'S ACTUAL TAX RATE" This column shows the tax rate adopted by each taxing authority and applied to your property last year.</p> <p>* COLUMN 2 -- "THIS YEAR'S PROPOSED TAX RATE" This column shows what your tax rate will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority.</p> <p>* COLUMN 3 -- "YOUR PROPERTY TAXES LAST YEAR" This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.</p> <p>* COLUMN 4 -- "YOUR TAXES IF PROPOSED BUDGET CHANGE IS ADOPTED" This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown on the front side of this notice.</p> <p>* COLUMN 5 -- "YOUR TAX RATE THIS YEAR IF NO BUDGET CHANGE IS MADE" This column shows what your tax rate will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. It is commonly referred to as the "roll-back rate" and is the rate that would generate the same amount of revenue as the prior year.</p> <p>* COLUMN 6 -- "YOUR TAXES IF NO BUDGET CHANGE IS ADOPTED" This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment. The difference between columns 4 and 6 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.</p>	<p>MARKET VALUE: This is our opinion of the real value of your property on the open market on January 1 of this year (based upon qualified sales of similar properties last year).</p> <p>ASSESSED/SOH VALUE: This is the market value of your property minus any assessment /classification reductions.</p> <p>ASSESSMENT REDUCTIONS: Properties can receive an assessment reduction for a number of reasons, including the Save Our Homes (SOH) benefit, portability, the 10% cap property assessment limitation and the agricultural classification. Not all assessment reductions apply to all taxing authorities.</p> <p>EXEMPTIONS: Specific dollar or percentage reductions in value are based on certain qualifications of the property owner. Exemption examples include homestead/additional homestead, widow/widower, disabled veteran, disability and seniors. The value of each exemption on your property is listed, as applicable, to the various taxing authorities.</p> <p>TAXABLE VALUE: This is the value used to calculate the taxes on your property. The taxable value is the assessed value minus the value of your exemptions.</p>
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NON-AD VALOREM ASSESSMENTS:

Ad valorem taxes are set based on the value of property. Non-ad valorem assessments are set based on characteristics including (but not limited to) type of building, lot size, building size, or number of residential units. Non-ad valorem assessments are placed on this notice at the request of the local governing boards. The Broward County Revenue Collection Division will be including these on your November tax bill. For details on particular non-ad valorem assessments, contact the taxing authorities listed above. The phone number for each is listed in the column with the date, time and location of the public hearing. FAILURE TO PAY TAXES AND NON-AD VALOREM ASSESSMENTS WILL RESULT IN THE ISSUANCE OF A TAX CERTIFICATE AND MAY RESULT IN THE LOSS OF TITLE.

Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be set by your county, city, or any special district.

CHALLENGING YOUR ASSESSMENT

You may file Value Adjustment Board petitions online at <https://bcvab.broward.org/axiaweb2022>. Have questions for the **Value Adjustment Board** about your petition? Contact them directly at **954-357-7205**. The filing deadline is September 19, 2022.

BROWARD COUNTY

2021 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 40926

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
484121-30-0060	CL-0012322	See Below	See Below	See Below	2812

SANTANA, WILLIAM &
SANTANA, SUZANNE
9655 NW 26 CT
CORAL SPRINGS, FL 33065-4987

**PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.**

9655 NW 26 CT
ROYAL PALM VILLAGE 131-35 B
LOT 6 BLK A

\$3,889.58
Paid By NATIONSTAR MTG LLC DBA
EEX-21-00000456

Taxing Authority		Millage	AD VALOREM TAXES Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT						
COUNTYWIDE SERVICES		5.51340	193,680	50,000	143,680	792.17
VOTED DEBT		0.15560	193,680	50,000	143,680	22.36
BROWARD CO SCHOOL BOARD						
GENERAL FUND		4.81800	193,680	25,000	168,680	812.70
CAPITAL OUTLAY		1.50000	193,680	25,000	168,680	253.02
VOTER APPROVED DEBT LEVY		0.14410	193,680	25,000	168,680	24.31
SO FLORIDA WATER MANAGEMENT						
EVERGLADES C.P.		0.03650	193,680	50,000	143,680	5.24
OKEECHOBEE BASIN		0.11460	193,680	50,000	143,680	16.47
SFWMD DISTRICT		0.10610	193,680	50,000	143,680	15.24
NORTH BROWARD HOSPITAL		1.27700	193,680	50,000	143,680	183.48
CHILDREN'S SVCS COUNCIL OF BC		0.46990	193,680	50,000	143,680	67.52
CITY OF CORAL SPRINGS						
CORAL SPRINGS OPERATING		6.02320	193,680	50,000	143,680	865.41
DEBT SERVICE		0.23030	193,680	50,000	143,680	33.09
FL INLAND NAVIGATION		0.03200	193,680	50,000	143,680	4.60
Total Millage:		20.42070				
				Ad Valorem Taxes:		\$3,095.61
Levying Authority		NON-AD VALOREM TAXES		Rate	Amount	
28 CORAL SPRGS FIRE SERV ASSMT					249.72	
28 CORAL SPRINGS STORMWATER				@ 119.1300	119.13	
CRS CORAL SPRINGS SOLID WASTE				@ 322.0000	322.00	
S SUNSHINE DRAINAGE 1				@ 265.1900	265.19	
				Non-Ad Valorem Assessments:	\$956.04	
				Combined Taxes and Assessments:	\$4,051.65	
If Postmarked By		Nov 30, 2021				
Please Pay		\$0.00				

Receipt #
Paid 11/22/2021

BROWARD COUNTY

2021 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 40926

Paid 11/22/2021 Receipt # EEX-21-00000456 \$3,889.58

Paid By NATIONSTAR MTG LLC DBA MR. C

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
484121-30-0060

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

SANTANA, WILLIAM &
SANTANA, SUZANNE
9655 NW 26 CT
CORAL SPRINGS, FL 33065-4987

**PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com**

If Postmarked By	Please Pay
Nov 30, 2021	\$0.00

Return with Payment

Please Pay Only One Amount

BROWARD COUNTY

2022 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 40926

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
484121-30-0060	CL-0012322	See Below	See Below	See Below	2812

SANTANA, WILLIAM &
SANTANA, SUZANNE
9655 NW 26 CT
CORAL SPRINGS, FL 33065-4987

**PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.**

9655 NW 26 CT
ROYAL PALM VILLAGE 131-35 B
LOT 6 BLK A

\$8,041.49
Paid By NATIONSTAR MTG LLC DBA
EEX-22-00000920

Taxing Authority		Millage	AD VALOREM TAXES Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT						
COUNTYWIDE SERVICES		5.53060	199,490	50,000	149,490	826.77
VOTED DEBT		0.13840	199,490	50,000	149,490	20.69
BROWARD CO SCHOOL BOARD						
GENERAL FUND		4.45100	199,490	25,000	174,490	776.65
CAPITAL OUTLAY		1.50000	199,490	25,000	174,490	261.74
VOTER APPROVED DEBT LEVY		0.18730	199,490	25,000	174,490	32.68
SO FLORIDA WATER MANAGEMENT						
EVERGLADES C.P.		0.03270	199,490	50,000	149,490	4.89
OKEECHOBEE BASIN		0.10260	199,490	50,000	149,490	15.34
SFWMD DISTRICT		0.09480	199,490	50,000	149,490	14.17
NORTH BROWARD HOSPITAL		1.60290	199,490	50,000	149,490	239.62
CHILDREN'S SVCS COUNCIL OF BC		0.45000	199,490	50,000	149,490	67.27
CITY OF CORAL SPRINGS						
CORAL SPRINGS OPERATING		6.02320	199,490	50,000	149,490	900.41
DEBT SERVICE		0.21140	199,490	50,000	149,490	31.60
FL INLAND NAVIGATION		0.03200	199,490	50,000	149,490	4.78
Total Millage:		20.35690				
				Ad Valorem Taxes:		\$3,196.61
Levying Authority		NON-AD VALOREM TAXES		Rate	Amount	
28 CORAL SPRGS FIRE SERV ASSMT					262.72	
28 CORAL SPRINGS STORMWATER				@ 129.9700	129.97	
CRS CORAL SPRINGS SOLID WASTE				@ 330.0000	330.00	
GRC PACE GREEN CORRIDOR					4,016.75	
S SUNSHINE DRAINAGE 1				@ 273.1400	273.14	
				Non-Ad Valorem Assessments:	\$5,012.58	
				Combined Taxes and Assessments:	\$8,209.19	
If Postmarked By	Nov 30, 2022					
Please Pay	\$0.00					

Paid 11/29/2022 Receipt #

BROWARD COUNTY

2022 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 40926

Paid 11/29/2022 Receipt #

EEX-22-00000920

\$8,041.49

Paid By NATIONSTAR MTG LLC DBA MR. C

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
484121-30-0060

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

SANTANA, WILLIAM &
SANTANA, SUZANNE
9655 NW 26 CT
CORAL SPRINGS, FL 33065-4987

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Nov 30, 2022	\$0.00

Return with Payment

Please Pay Only One Amount



COUNTERPOINTE SERVICES

PACE ASSESSMENT PAY-OFF STATEMENT	
STATEMENT DATE: 08/16/19	ORIGINAL ASSESSMENT: \$12,425.84
PAYOFF AMOUNT: \$12,992.12	ASSESSMENT DATE: 2019-04-03
VALID THROUGH: 12/15/2019	ASSESSMENT CONTRACT ID [REDACTED]
COUNTY: Broward	BOND ID: [REDACTED]
PROPERTY OWNER(S): DAVID [REDACTED]	
PARCEL ID: [REDACTED]	
PROPERTY ADDRESS: [REDACTED]	

PAYOFF BREAKDOWN

Prepaid Assessment Principal:	\$12,425.84
Delinquent Assessment Installments:	
Prepayment Processing Fee:	\$100.00
Prepayment Fee:	
Recording Fee:	\$32.00
Interest:	\$434.28
CREDITS	
Current Year Assessment Payments	
Reserve Fund	
Capitalized Interest	
Excess/Unexpected Project Funds	
Waiver of Prepayment Fees	
Payoff Amount	\$12,992.12

PAYMENT STUB

(Please include with check remittance)

TOTAL PAYOFF AMOUNT IS \$12,992.12 AND IS GOOD THROUGH 12/15/2019

MAIL IN PAYMENT INSTRUCTIONS

Please provide notification of payment via email to Inquiry@CPPACE.com. Include your check number, parcel ID (APN), and Assessment Contract ID in your email notification. Please mail your check made payable to: [FLORIDA PACE FUNDING AGENCY](#). Write your parcel ID (APN) and Assessment Contract ID on the check, and mail to the following address with this Payment Stub to:

Wilmington Trust, N.A. –
Attn: Corporate Trust
213 Market Street
Harrisburg, PA 17101

WIRE PAYMENT INSTRUCTIONS

Please provide notification of the wire payment via email to Inquiry@CPPACE.com. Include your parcel ID (APN) and Assessment Contract ID in your email notification: Include all the following information with in your wire payment.

Bank Name	M&T Bank
ABA	[REDACTED]
Account No.	
Account Name	
Reference	Assessment Payoff

Property Owner Signature _____

Date _____

Requester's Initials _____

Please Note: This assessment will be enrolled for the 2019 tax year on 9/1/2019. The payoff calculation is not reduced by the amount of the assessment payment for the 2019 tax year, which is due by 3/31/2020. We will make every effort to remove your assessment from the tax role. If we are unable to remove your assessment from the tax roll, when we receive the assessment payment from the tax collector we will remit the funds to you, net of any collection costs of the Agency, the tax collector and the property appraiser in accordance with the instructions from the property owner.



PAYOFF QUOTE

Dated: 2/4/2021

PROPERTY INFORMATION

PROPERTY OWNER(S):

1 PARCEL NUMBER:
PROPERTY ADDRESS:
COUNTY: Broward

PROJECT ID	ORIGINAL LIEN AMOUNT	OUTSTANDING PRINCIPAL	INTEREST AMOUNT	REDEMPTION PREMIUM	REDEMPTION AMOUNT	REMAINING BALANCE ¹
	\$24,863.99	\$20,530.01	\$235.41	0.00%	\$0.00	\$20,765.42
2	PAYOFF PROCESSING FEE: ²					\$165.00
	TOTAL PAYOFF AMOUNT DUE IF PAID BY <u>2/28/2021</u> : ³					\$20,930.42

TOTAL PAYOFF AMOUNT DUE IF PAID BY 3/31/2021:³ \$21,048.13

FOOTNOTES:

- 3
1. Remaining Balance: Total amount due to pay off your PACE assessment in full. This includes Outstanding Principal, Interest and Redemption Premium. Once Payoff Amount is received and processed the Satisfaction of Agreement will be recorded with the County. The Tax Year 2020 PACE assessment will be removed from your property tax bill which will prompt your taxing authority to generate a corrected tax bill. If you do not receive a corrected tax bill or, have already paid your tax bill and have not received a refund from the county, please contact Ygrene.
 2. Fee includes the removal of the assessments from the property tax bill, recording of the Satisfaction of Agreement with the County and Escrow Agent fee.
 3. Your payment will be returned if your check has a different amount other than the Total Payoff Amount. Interest is accrued as of January 1, 2021 through Paid By Date.
 4. Please send payment 5 to 7 days prior to Paid By Date to ensure receipt.

This quote is only valid if the escrow or cashier's check is in the amount listed above and physically received at Zions Bank by one of the dates listed above

REMITTER INFORMATION: In case there are questions regarding your payment or a refund needs to be issued, please provide contact information.

Name: _____ Return Address: _____
Phone Number: _____ Email Address: _____

PAYMENT INSTRUCTIONS

ACCEPTABLE PAYMENT METHODS: CASHIERS CHECK OR ESCROW CHECKS

NO PERSONAL CHECKS WILL BE ACCEPTED.

PLEASE REMIT PAYMENT BY U.S. OR CERTIFIED MAIL OR OVERNIGHT DELIVERY SERVICE TO:

4
PLEASE MAKE YOUR CHECK PAYABLE TO: ZIONS BANK AS TRUSTEE FOR GREEN CORRIDOR PACE
ZIONS BANK, NATIONAL ASSOCIATION
ATTENTION: CORPORATE TRUST DEPARTMENT
550 SOUTH HOPE STREET, SUITE 2875
LOS ANGELES, CA 90071

NOTICE:

Payments will be validated by Zions Bank prior to acceptance.

Any changes or modifications to this document will void the quote.

Payments received without a copy of this payoff quote will be returned.

Please allow 3 to 4 weeks to record the Satisfaction of Agreement with the County.

Please note that Zions Bank does not participate in the process of the Satisfaction of Agreement.

Please contact Ygrene Customer Care for questions regarding this quote at 866-634-1358.

Ultimately the property owner is responsible for ensuring the property taxes are paid correctly and on time.



General Counsel News

Wrapping Up 2017

PACE Payoff Issues; 2018 Legislative Session Coming

Dear Members,

This is my last email for 2017. It's been a GREAT year here at The Fund and I hope you have had a good year as well. Best wishes for the holiday season! I look forward to the challenges 2018 will bring and will do everything I can to make it another great year for Fund Members.

PACE Agreement Pay-Off Issues

Property Assessed Clean Energy programs (PACE) provide funding for certain energy efficiency and wind resistance improvements desired by homeowners. The funding is paid back through a non-ad valorem assessment on the owner's real property tax bill.

The way in which PACE loans are paid off has a few unique twists, creating issues for some Members post- closing. These issues have come to light since the September 2017 Concept article on the topic. You can read the full article here. (</member/fund-concept/the-fund-concept/archives/2017/september-2017/pace-picks-up-in-florida.aspx>)

Some PACE assessments are not reflected in the owner's TRIM Notice, but do show up on the tax bill when issued in November. PACE assessments may be delayed for up to 18 Months – projects funded before June 30 generally appear on the current year's tax bill and those funded on or after July 1 will typically appear on the NEXT year's tax bill.

- The consensus is that the annual PACE assessment should not be prorated, but charged 100% to the seller. Some non-ad valorem assessments are prorated but this is because they are for on-going services (e.g., wastewater, garbage collection). PACE assessments are different because they are paying back monies used for improvements made to the home.
- If the new lender requires you to escrow the taxes for the year of closing, you will be short in November if you don't inquire about the PACE assessment and collect for it.
- Obtain information from the Seller (or PACE servicer) about the payment schedule so that the PACE amount can be properly calculated. This step is necessary because the payoff from the PACE servicer may not include the amount of the first assessment (which is scheduled to be paid/collected with the current year's tax bill in November.)
- Require the buyer and seller to execute a re-proration/post-closing adjustment agreement for both ad valorem and non-ad valorem taxes to address the possibility that a proration or charge is inaccurately calculated.

Correspondence from PACE administrators indicates that the final release of lien (satisfaction of the PACE Agreement) will not be recorded until the property tax payment window closes in March and taxes are confirmed paid. This could result in a significant delay in getting the release.

FHA recently changed its course and will no longer insure mortgages on properties where there is an outstanding PACE assessment/loan. The concerns come from loss of priority for mortgages (PACE assessments come ahead of mortgage just like property taxes) and the lack of appropriate disclosures to the consumer/property owner before they enter into the PACE agreement. I am not sure what this all means from a day to day perspective. If this is FHA's policy, then it seems to me PACE assessments will have to be paid off at closing if there is an FHA mortgage involved, i.e., the buyer will not be able to "assume" the PACE assessment.

Legislative Session

The 2018 legislative session kicks off on January 9. There is a fair amount going on – I hear that the atmosphere in Tallahassee is tense and there is not much collegiality amongst the troops. Regardless, we are keeping our eyes on legislation regarding the Marketable Record Title Act (expanding the exception for certain types of covenants), limits on promotional items an insurance agent can give away, safe-harbor language for deeds containing a spousal waiver of their homestead rights, and remote/on-line notarization. It is this latter bill that will most dramatically affect your day to day practice.

Let me know how we can help you!

Best Regards,
Melissa Jay Murphy
Senior Vice President and General Counsel

12/20/2017 8:41:46 AM

CERTIFICATE OF ATTENDANCE

Certified Paralegals are required to record evidence of 50 hours of continuing legal education hours to renew the CP credential every 5 years. CLE hours are recorded in CPs' accounts through the [NALA online portal](https://www.nala.org/certification/certtest2view). Of the 50 hours, 5 hours must be in legal ethics, and no more than 10 hours may be recorded in non-substantive areas. If attending a non-NALA sponsored educational event, this certificate may be used to obtain verification of attendance. Please be sure to obtain the required signatures for verification of attendance. The requirements to maintain the CP credential are available from NALA's web site at <https://www.nala.org/certification/certtest2view>. Please keep this certificate in the event of a CLE audit or further information is needed.

PLEASE COMPLETE THE SPACES BELOW AND ATTACH A PROGRAM

Session Length In Hours	Session Topics (Description and Speakers)	Validation of Attendance
1.0	Four Mean Liens and One Lean Lien - Linda Monaco	<i>Linda Monaco</i>

Name of CP (Please Print)			NALA Account Number (On Mailing Label)		
			149113		
Signature of CP			Name of Seminar/Program Sponsor		
			Attorneys' Title Fund Services, LLC		
Address			Authorized Signature of Sponsor Representative		
			<i>Linda Monaco</i>		
			Date of Educational Event:		
City:		State (XX):			
Preferred e-mail address			Location:		
			Recorded webinar		

For Office Use Only	
Substantive hours	
Non-substantive hours	
Ethics	



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

Certificate of Accreditation for Continuing Legal Education

256131
Attorney's Title Fund Services
PO Box 628600
Orlando, FL 32862-8600

Jan. 18, 2024

Reference Number: 2400683N
Title: 4 Mean Liens and One Lean Lien
Level: Intermediate
Approval Period: 05/01/2024 - 11/30/2025

CLE Credits

General	1.0
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Certification Credits

Real Estate	1.0
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