

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-136**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PURCHASE AMOUNT FOR PROPERTY AT 398 116TH STREET OCEAN, MARATHON, FL, PARCEL ID 00346050-000000; APPROPRIATING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon has accepted a \$5,000,000 Grant Award from the Florida Department of Economic Opportunity (DEO) for the Purpose of Implementing the CDBG-DR Home Buyout Program to reduce flood risk and repetitive property loss in future hurricane events.; and

WHEREAS, the City of Marathon has made and the property owners accepted, an offer of \$280,000 to purchase the property at 398 116th Street Ocean, Marathon, Parcel ID 00346050-000000 and

WHEREAS, DEO has approved the transaction, the City of Marathon will complete the purchase of the property at 398 116th Street Ocean, Marathon, Parcel ID 00346050-000000;

WHEREAS, the City of Marathon will commit to demolishing any structures on the property and restore the property to a green space, stormwater drainage, or for recreational purposes in perpetuity; and

WHEREAS, the Marathon City believes the purchase of this property will help mitigate the area against future loss due to flooding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

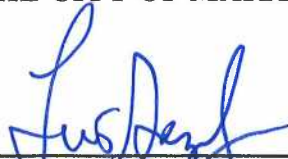
Section 1. The above recitals are true and correct and are incorporated herein

Section 2. The City of Marathon will coordinate with the property owners and the Florida Department of Economic Opportunity for the Closing.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF DECEMBER, 2022


THE CITY OF MARATHON, FLORIDA



Mayor Luis Gonzalez

AYES: Landry, Matlock, Smith, Still, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk
(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



Steve Williams, City Attorney



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

Voluntary Home Buyout Program

BUYOUT OFFER LETTER

September 20, 2022

Errol Williams and Miriam Reyes
12008 SW 273rd
Street, Homestead,
Florida 33032

Re: Buyout for: **398 116th St. Ocean, Marathon, FL 33050**

Dear Errol and Miriam,

This letter and package represent an offer to you for your property at **398 116th St. Ocean, Marathon, FL 33050** and your current status in the City of Marathon, FL (City) Voluntary Home Buyout Program (VHBP). It is the City's understanding that you wish to voluntarily sell your property, under this program, to the City.

Program Offer Amount	
The Current Fair Market Value of your property is:	<u>\$280,000.00</u>
Applicable Duplication of Benefits to be Deducted:	\$0.00
Total Offer Amount:	<u>\$280,000.00</u>
Housing Replacement Incentive Amount:	TBD

The VHBP is offering program Housing Replacement Incentives based on the verified annual income of the applicant's household and qualifying conditions of the replacement home. The City will work with you to confirm your interest and eligibility in the Housing Replacement Incentives. The program requires final verification of incentive requirements, as outlined in the Housing Incentives Instructions enclosed.

Included within this package are several documents that require your signature as the property owner(s). All owners must sign. The documents indicate your acceptance of the City's offer and constitute the contract for sale.



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Please sign all documents requested in this package and mail to: City of Marathon VHBP, ATTN: Maria Covelli, 9805 Overseas Highway, Marathon, Florida 33050, in order for the City to initiate the approval process by the City Council and the Florida Department of Economic Opportunity (DEO). After approval of the documents, the next step is the removal of all your personal belongings from your property. An inspection by the City will be conducted 24 hours before closing to ensure that the property has been vacated. The inspection does not require the presence of the property owner(s).

You will be notified of the closing date.

This offer is valid until Tuesday, October 11, 2022. All documents must be received by 5 p.m. October 11, 2022.

If at any time during the offer and closing process you have questions or concerns, please feel free to contact your Case Manager, Vicki Boguszewski, at (786) 643-3695.

PLEASE READ: HOMEOWNER APPRASIAL APPEAL Information

- If you wish to appeal the pre-offer appraisal value being offered, please notify me immediately
- A second appraisal may be obtained at your/homeowner's expense
 - o You must use a state licensed and certified appraiser
 - o You must provide a certified appraisal to the City of Marathon
 - o You must provide a signed conflict of interest for yourself/homeowner and the Certified Appraiser
 - o Appraisals to be conducted in accordance with industry accepted standards, practices, and requirements of all applicable law

Certified appraisals will be considered in determining a final pre-offer value for your property. Consideration of alternate appraisal values does not guarantee a change in the presented pre-offer value.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Sincerely,

Maria A Covelli

Maria Covelli, Grants Manager
City of Marathon VHBP

ATTACHMENTS

1. Housing Incentive Instructions
2. Voluntary Transaction Agreement
3. Statement of Determination of Compensation Form
4. Agreement for Purchase
5. Subrogation Agreement
6. Seller Information Sheet
7. Closing Action Items for Seller
8. Protect Your Family from Lead in Your Home HUD Pamphlet



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Voluntary Home Buyout Program

HOUSING INCENTIVE INSTRUCTIONS

The City of Marathon, FL (City) Voluntary Home Buyout Program (VHBP) offers one of two Housing Replacement Incentives. To receive this incentive, the following guidelines need to be followed. Once completed, the Program will be allowed to disperse incentive funds to the applicant at the time the funds are deemed available.

- 1) **Purchase of a replacement home, which should occur at the time of the buyout property closing with VHBP. If the applicant requires an extension past the closing date to acquire the replacement property, it must be pre-approved by DEO.**
- 2) The applicant will need to purchase a replacement property in the City of Marathon, Florida.
- 3) The applicant will need to purchase a replacement property that is in a "lower-risk area" as determined by FEMA's Flood Map Service Center (<https://msc.fema.gov/portal/search>) which is the official public source for flood hazard information produced in support of the National Flood Insurance Program (NFIP).
- 4) The applicant must purchase a replacement home that is more expensive than the buyout home.
- 5) The replacement home must be considered decent, safe, and sanitary (DSS) by a Program Inspector.

If you are interested in purchasing a replacement property in the City of Marathon and believe the replacement property will fall within the restrictions listed above, please reach out to your case manager or program representative so that we can assist you through this process. The two Housing Replacement Incentives options are listed below:

1. **Housing Replacement Assistance:** The City may offer incentives to low- to moderate-income qualified applicants as part of the VHBP. This is a program to retain an area's population while assisting in the securing of a lower flood risk property, awarding \$25,000 in addition to the current Fair Market Value of the buyout home for income-qualified buyout applicants.
2. **Housing Replacement Allowance:** The City may offer incentives to qualified participants who do not meet low- to moderate-income requirements. This is a program to retain an area's population while assisting in the securing of a lower flood risk property, awarding \$10,000 in addition to the current Fair Market Value of the buyout home for non- income-qualified buyout applicants.

If you have any questions regarding this process or require clarifications on the incentive guidelines, please let us know.

Vicki Boguszewski (786) 643-3695
VHBP Program Representative

September 20, 2022
Date



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Voluntary Home Buyout Program

VOLUNTARY TRANSACTION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between City of Marathon, FL hereinafter referred to as the BUYER, and **Errol Williams and Miriam Reyes, husband and wife** hereinafter referred to as the SELLER(s).

WITNESSETH THAT:

The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Marathon, Florida in which the SELLER(s) owns the property located at **398 116th St. Ocean, Marathon, Florida 33050** hereinafter referred to as the "premises".

The SELLER(s) represents that the above-referenced property was impacted by Hurricane Irma, that the SELLER(s) qualifies for the assistance being granted, and that the SELLER(s) understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER(s) is not interested in selling their property, or if the SELLER(s) and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain. The SELLER(s)'s property is not a necessary part of the proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

SELLER(s) understands this is a voluntary transaction and that SELLER(s) is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

The parties agree as follows:

BUYER agrees to pay the SELLER(s) for said property the sum of **\$280,000.00** payable at settlement after the acceptance of this Agreement and preliminary approval of the SELLER(s)'s title; provided the SELLER(s) can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.

SELLER(s) acknowledges that the price to be paid for the property is the current Fair Market Value of **\$280,000.00** with deductions for Duplication of Benefits in the amount of \$0.00 set forth in the Statement of Determination of Compensation which is attached hereto and made a part hereof.

It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR Program funds being used for the purchase of the property, cannot and will not duplicate benefits received for the same purpose from any other funds. The SELLER(s) will return any disaster aid money received to the appropriate federal or state agency if such money results in a Duplication of Benefits. Additionally, SELLER(s) shall resolve any and all outstanding claims and sign a Subrogation Agreement which will require the return of any and all monies or payments



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to either the funding agency or the BUYER, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma's 9/10/2017 landfall in the City of Marathon, in Monroe County, FL and any disaster events afterwards.

SELLER(s) agrees that it will execute all necessary documents to transfer fee simple title to the property to BUYER and also agrees to execute now and in the future, any and all documents required by the BUYER to complete this transaction and to comply with local, state and federal regulations. SELLER(s) further agrees to sign any and all documents required by the closing attorney, including but not limited to, title insurance forms.

SELLER(s) may remove any and all personal property, fixtures, or other items from the premises, as long as said removal does not cause a hazardous situation up until the Vacancy Inspection date (to be determined in the Certificate of Vacancy Inspection). After the Vacancy Inspection date, SELLER(s) shall not be allowed to remove any personal property, fixtures, or other items from the premises.

SELLER(s) acknowledges and agrees that on the Vacancy Inspection date, BUYER will require the premises, including all external doors and windows, to be secure. If the property is not secure, the vacancy inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within 24 hours prior to closing, unless otherwise agreed upon between BUYER and the SELLER(s).

SELLER(s) further agrees that SELLER(s) shall cause all utilities to be turned off, on or before the vacancy inspection date. SELLER(s) shall be responsible for the payment of all utilities up to the date of closing.

SELLER(s) acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER(s) enters into this Agreement fully understanding the nature thereof and saves and holds harmless the BUYER and its agents as a result of this Agreement or anything incident to the sale of the referenced real property.

By participating in the Voluntary Home Buyout Program SELLER(s) may be entitled to certain program incentives as further detailed in the VHBG guidelines.

This agreement is binding upon the heirs, executors, successors and assigns of all parties.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Witness	SELLER
Witness	SELLER

City of Marathon, FL Authorized Agent



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Voluntary Home Buyout Program

STATEMENT OF DETERMINATION OF COMPENSATION

Location of property: City of Marathon, Florida

Address of property: 398 116th St. Ocean, Marathon, Florida 33050

Description (Legal Description from Closing Attorney):

Lot 73, of Little Venice No. 2, according to the Plat thereof, as recorded in Plat Book 3, Page 26, of the Public Records of Monroe County, Florida.

Owner(s) of record (Seller(s)): **Errol Williams and Miriam Reyes, husband and wife**

Type of residence:	RANCH
Number of rooms:	Bedrooms: 3 Bathrooms: 2
Size of residence:	804 sq feet
Size of lot:	2,750 sq feet
Current FMV Appraisal Amount:	\$ 280,000.00
Amount of Duplication of Benefits to be Deducted:	\$0.00
Amount of Offer Value:	\$ 280,000.00
Amount of Potential Replacement Housing Incentives:	TBD

This amount is based on an estimated total value of **\$280,000.00** from which a total amount of \$0.00 has been deducted to avoid duplication of benefits. (See below.)

This amount is believed to be fair compensation for the property, and no less than its fair market value. In the determination of compensation, fair market value is defined as, "the price that a seller is willing to accept, and a buyer is willing to pay on the open market in an arm's length transaction," (HUD Handbook 1378) and further defined under Fla Stat. s. 193.011 as "the amount a purchaser, willing but not obliged to buy, would pay a seller who is willing but not obliged to sell."

Based on duplication of benefits guidelines and the documents you have provided to the Program; the following have been deducted from the estimated offer value. If any of the information is incorrect or if there have been any changes to this information since the calculations were completed, please notify your Case Manager immediately:



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Flood insurance	\$0.00	Applicable FEMA IA	\$0.00
Homeowner's Insurance	\$0.00	Hazard Mitigation	\$0.00
SBA Loan	\$0.00	Other:	\$0.00

Appraisal approach: City of Marathon, FL-Contracted, Third-Party Appraisal (Naples Appraisers)

The offer represents just compensation for your property and is equal to the approved appraisal of Fair Market Value.

Please sign below confirming your understanding that the Voluntary Home Buyout Program's offer is utilizing Current, Fair Market Value for your property and the duplication of benefits calculations listed above is current and accurate as of the date of the signing of this document.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

X *Earl Williams*
Seller

X 10/20/2022
Date

Miriam Lopez
Seller

10/26/22
Date



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Voluntary Home Buyout Program

AGREEMENT FOR PURCHASE

This AGREEMENT made this _____ day of _____, 2022, by and between **City of Marathon, a political subdivision of the State of Florida, whose post office address is 9805 Overseas Highway, Marathon, FL 33050** (hereinafter referred to as "Buyer") and **Errol Williams and Miriam Reyes, husband and wife** (hereinafter referred to as "Seller(s)"):

1. **OFFER AND DESCRIPTION.** Buyer agrees to buy, and Seller(s) agrees to sell all of a certain piece, parcel or lot of land, and for all of the lands and other interests, buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with fixtures and Personal Property (as described below), all water and other rights, easements, appurtenances, and any and all of the Seller(s)' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Marathon, State of Florida, more particularly described as follows (which will be collectively referred to as "Property") ; to wit:

LEGAL DESCRIPTION:

Lot 73, of Little Venice No. 2, according to the Plat thereof, as recorded in Plat Book 3, Page 26, of the Public Records of Monroe County, Florida.

RE NUMBER: **00346050-000000**

Seller(s) must relinquish all development/building rights to the property including but not limited to any and all allocations legally existing or granted under the City of Marathon's Building Permit Allocation System (BPAS). The Seller(s) agree that they have full right, power, and authority to convey, and that they will convey to the Buyer the fee simple title together with legal and practical access thereto clear, free and unencumbered, subject to the following easements or reservations for: canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

2. **CONSIDERATION.** The purchase price for the Property and improvements above described is **\$280,000.00** to be paid at closing, minus any outstanding liens or assessments which are due and payable at the date of settlement.

3. **CONTINGENCIES.**

3.1 Seller(s) shall vacate the property within 90 days from the date of this contract or by the vacancy inspection date, whichever is earlier. If Seller(s) does not vacate the property, the Buyer shall have the right to void this contract, unless an extension has been agreed upon, in writing, between Seller(s) and the Buyer. The Property shall be



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- 3.2 delivered by Seller(s) at settlement/closing date free of any tenant(s) or occupant(s) and future tenancies.
- 3.3 Buyer shall have access to Property and the right to perform any and all inspections on the Property up until day of closing/settlement date. If Buyer's inspections are not satisfactory to the Buyer, the Buyer shall have the right to void this contract. Buyer shall also have the right to void this contract if the Buyer's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.
- 3.4 Buyer and Seller(s) acknowledges that this Property is being purchased with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through Florida's Department of Economic Opportunity (DEO) in accordance with the Voluntary Home Buyout Program. The Seller(s) acknowledges that this contract does not constitute a guarantee to the commitment of funds or site approval, and that such commitment of funds or approval is subject to satisfactory completion of an environmental review, DEO approval of the purchase, and City of Marathon, Florida Board of City Commissioner's approval of the purchase, and. The Buyer may terminate this Agreement at any time if any of the above Contingencies are not met.
- 3.5 The Seller(s) shall resolve any open code enforcement proceedings prior to closing.
4. **TRANSACTION COSTS.** Buyer's Transaction Costs include the appraisal fee, Buyer's attorney fees, deed preparation, title search charges, survey (if required) and title insurance, owner's policy, inspections, municipal lien search, and all documentary stamp taxes and recording fees, if applicable. Seller(s)'s Transaction Costs include deed preparation and payoff fees. Buyer shall be responsible for Buyer's transaction costs and Seller(s)'s transaction costs. Seller(s) shall be responsible for any costs necessary to deliver a marketable title (including recording of loan and/or lien satisfactions or other fees needed to cure title). If Seller(s) is represented by a realtor or attorney, the Seller(s) is responsible for all Seller(s)' realtor and attorney fees. Seller(s) shall furnish to Buyer at Closing an affidavit attesting to the absence of any financing statement, claims of lien, or potential lienors known to Seller(s).
5. **REAL ESTATE TAXES.** Buyer shall be responsible for the pro-rata share of prepaid real property taxes, including any special taxes, due at the date of settlement/closing. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date of settlement/closing, whether or not such taxes and assessments are then due and payable.
6. **ADJUSTMENTS. NONE.**
7. **CONVEYANCE DATE OF CLOSING/POSSESSION.** Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits Buyer from its desired use of the property) and to all governmental statutes,



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8. ordinances, rules, and regulations. The Seller(s) expressly agree herein to furnish to the Buyer any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title. Seller(s) agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared by the Closing Attorney in the name of City of Marathon, Florida, or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract unless an extension has been agreed upon between Seller(s) and the Buyer.
9. FIXTURES AND PERSONAL PROPERTY. At the time of closing/settlement date, this sale includes all property, fixtures, equipment and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises.
10. EXPIRATION OF OFFER. This offer from Buyer will be withdrawn at 5 o'clock PM. (Eastern Time) on **Tuesday, October 11, 2022** unless accepted or countered by Seller(s) in written form prior to such time. If Seller(s) requires an extension to the time and date stated above to accept or counteroffer the offer presented by the Buyer, a written request with reasoning needs to be submitted to and approved by the Buyer prior to the expiration date.
11. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this contract that stipulate a specific period of time for performance. Failure of Seller(s) to complete any provision of this contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this contract.
12. SURVIVAL. If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed kept or performed.
13. ENTIRE AGREEMENT. This agreement, the Voluntary Transaction Agreement, the Certificate of Removal of Personal Property and Abandonment, the Subrogation Agreement, Right of Entry, Hold Harmless and Indemnification Agreement, and Certificate of Vacancy Inspection supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this contract shall be in writing. This agreement shall be constructed in accordance with the laws of the State of Florida. It is understood by the parties that this agreement is subject to Chapter 119, Florida Statute regarding Public Records Law.
14. EFFECTIVE DATE. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the Buyer has signed this Agreement.



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Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration hereinabove acknowledge as received, have and do hereby grant unto the Buyer or its authorized representative, or any other office or agent of the Buyer authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

Seller/ Errol Williams and Miriam Reyes, husband and wife

<u>Errol Williams</u>	<u>10/20/2022</u>	<u>(305)304-8291</u>
Signature	Date	Phone Number
<u>Miriam Reyes</u>	<u>10-26-22</u>	<u>(571)319-2589511</u>
Signature	Date	Phone Number

Buyer/ CITY:

CITY OF MARATHON, FLORIDA

ATTEST: City of Marathon Clerk

By: Diane Clavie
Deputy Clerk

(Seal)

Date: 12/13/22

Luis Gonzalez
Mayor



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PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned Recipient(s) of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by City of Marathon (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") CDBG-DR grant, the Recipient(s) hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program, Department of Labor ("DOL") program, nonprofit donations or grants, or any other funding, or from claims or causes of action Recipient may have ("Proceeds" or DOB) relating to job training, support services, job readiness, or other benefits provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the Recipient(s) between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the Recipient(s) must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the Recipient(s) must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The Recipient(s) agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The Recipient(s)'s assistance and cooperation shall include allowing suit to be brought in the name(s) of the Recipient(s), giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO. If requested by the City, the Recipient(s) agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated



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by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The Recipient(s) explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the Recipient(s) has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the Recipient(s)'s consent to such company or entity to release said information to the City.

The Recipient(s) agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims professional shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the Recipient(s) hereafter receives any Proceeds for the same purpose as the Program, the Recipient(s) agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER
Errol Williams

Signature

Errol Williams

Print Name

10/20/2022

Date

OWNER
Miriam Reyes

Signature

MIRIAM REYES

Print Name

10-26-2022

Date



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

Voluntary Home Buyout Program

SELLER INFORMATION SHEET

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Buyout Property Address: 398 116th St. Ocean Marathon, Fl. 33050

Seller's Name: Errol Williams SSN: 266-79-9715

Seller's Name: Miriam Reyes SSN: 541-02-0477

Seller's Contact Info: Ph: 305-304-8291 Cell: _____

Seller's email address: errol.w@att.net

Seller's forwarding address: 12008 SW 273rd St. Homestead, Fl. 33032

Will you be filing a federal tax return for the current year (2021)? YES NO

Are you a U.S. Citizen? YES NO

If "NO", are you a nonresident alien? _____ YES _____ NO

Do you have a pending divorce action? _____ YES NO

Do you want any seller(s)'s proceeds wired? _____ YES NO

If "NO" a check will be issued at closing. If "YES" we will charge a \$25 fee and will need wiring instructions prior to closing.

Will Seller(s) be present at closing? YES _____ NO

If "YES" but a separate signing time is required, there may be an additional courier fee charged to the seller(s). If "NO", please forward a copy of their Power of Attorney (POA) or advise if we need to send them the closing documents. (PLEASE NOTE: there will be additional courier fees for sending the closing documents if seller(s) is not present at closing.)

Payoff Information: (If there are mortgage payoffs, please sign a payoff authorization for each mortgage. If there are no mortgages, please put "Not Applicable" or "N/A".)

1st MTG Company: NA

Acct#: _____

Phone: _____



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Voluntary Home Buyout Program

2nd MTG Company: NA

Acct#: _____

Phone: _____

Are there any other liens or judgments of which you are aware? If so, please provide all relevant information.

No

FAILURE TO DISCLOSE THE INFORMATION ABOVE COULD RESULT IN DELAY OF CLOSING

Confirmation of Receipt of Lead Pamphlet

Buyout Property Address:

I have received a copy of the pamphlet, Protect Your Family From Lead In Your Home, informing me of the potential risk of the lead hazard exposure, for better understanding the risk of lead based paint in my replacement dwelling unit(s).

Errol Williams
Printed Name of Recipient

Errol Williams
Signature of Recipient

10/20/2022
Date

PROGRAM USE:

Vicki Boguszewski, Sr. Case Manager

Printed Name of Program Representative Providing Pamphlet

Vicki Boguszewski
Signature of Program Representative Providing Pamphlet

email and mail

Pamphlet Delivery Method (email, mail or in-person consultation)

9/20/2022

Date Provided