

**COOPERATIVE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
AND WE HELP COMMUNITY DEVELOPMENT CORPORATION**

**THIS COOPERATIVE AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the School Board of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "School Board" and We Help Community Development Corporation, a Florida non-profit corporation, hereinafter referred to as "Corporation".

**WITNESSETH:**

**WHEREAS**, the Corporation is developing a multi-phase planned unit development in the City of Belle Glade, Florida known as Abidjan Estates ("Abidjan Estates"); and

**WHEREAS**, the School Board desires to have affordable housing available to its employees that have chosen to live in Belle Glade; and

**WHEREAS**, the Corporation is willing to reserve thirty (30) single family residential lots within Phase I of Abidjan Estates ("Reserved Lots") for School Board employees referred by the School Board to the Corporation to purchase homes within Abidjan Estates; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements expressed herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Reserved Lots are more particularly described in Exhibit "A" attached hereto.
3. For purposes of this Agreement, the "School Board's Representative" shall mean the School Board's Administrative Director of Recruitment and Program Planning.

**OBLIGATIONS OF SCHOOL BOARD**

4. Within thirty (30) days of the effective date of this Agreement, the School Board shall pay to the Corporation a non-refundable lump sum of \$60,000.00 by School Board check.
5. The School Board, in its sole and absolute discretion, shall have the right, beginning on the effective date of this Agreement and extending until June

- 30, 2007 ("Expiration Date"), to refer individuals ("Referrals") to the Corporation to enter into negotiations to purchase a home on a Reserved Lot. The School Board shall make the referral to the Corporation in writing signed by the School Board's Representative
6. The School Board shall deliver a Release of Reservation, in recordable form, to the Corporation prior to the closing on each Reserved Lot. For purposes of this Agreement, the School Board's Representative shall be authorized to execute the Release of Reservations, without further School Board action or approval.
  7. In the event that there are Reserved Lots that are not under contract to be sold to a Referral on the Expiration Date, the School Board shall execute and deliver a Release of Reservation to the Corporation for such Reserved Lots and the Corporation shall be authorized to negotiate for the sale of such Reserved Lots with any interested entity.

#### **OBLIGATIONS OF CORPORATION**

8. The Corporation shall use its best efforts to develop all Abidjan Estates as planned, beginning with the 76 single-family residential homes in Phase I. The Corporation represents that the first model homes in Phase I will be substantially completed by April 30, 2006.
9. Upon receipt of the \$60,000 paid to the Corporation by the School Board, the Corporation shall execute and record in the Public Records of Palm Beach County a Memorandum of Reservation, substantially in the form attached hereto as Exhibit "B" ("Memorandum").
10. The Corporation shall screen all Referrals to determine if they meet the eligibility criteria in effect at the time of the submittal of their application as set forth by Palm Beach County Housing and Community Development and the lending institution providing the funds for the first mortgage set forth in Exhibit "C" (the "Eligibility Criteria"). In the event a Referral does not meet the Eligibility Criteria, the Corporation shall notify the Referral and the School Board in writing within five (5) business days of this determination.
11. The Corporation shall negotiate in good faith with each Referral meeting the Eligibility Criteria to enter into a binding contract for sale and purchase of real property for a home to be built on an available Reserved Lot selected by the Referral.
12. The homes to be built on the Reserved Lots shall be offered for sale to the Referrals for the "Base Prices" as established by Palm Beach County Housing and Community Development and set forth in Exhibit "D". All homes shall include the standard features set forth in Exhibit "D". The Corporation

shall be entitled to charge additional amounts for changes to the floor plans or upgrades to the standard features.

13. In the event that one or more Referrals do not meet the Eligibility Criteria, chose not to enter into a contract with the Corporation to purchase a home on a Reserved Lot, or the sale and purchase of the Reserved Lot does not close for any reason, including but not limited to the Referral's default, the Corporation shall continue to accept referrals made by the School Board until all of the Reserved Lots have been sold to Referrals or the Expiration Date has passed.

### **MISCELLANEOUS**

14. The parties agree, warrant and represent that all referrals under this Agreement and the screening thereof shall be on a non-discriminatory basis without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
15. In the event an issue arises which cannot be resolved between the Board's Representative and the Executive Director of the Corporation, the dispute shall be referred to the Board's Chief Operating Officer and the Chairman of the Corporation who shall both make a good faith effort to resolve the dispute.
16. In the event the Corporation is in default of its obligations under this Agreement, the School Board shall provide the Corporation ten (10) days written notice to cure the default. In the event the Corporation fails to cure the default within the ten (10) day cure period, the parties agree that the School Board shall be entitled to specific performance. The parties acknowledge and agree that if the Corporation defaults under this Agreement the damages which the School Board might suffer will not be compensable by monetary damages, and that the School Board will not have an adequate remedy at law. In order to provide the School Board with a fair and equitable remedy in this circumstance, the parties have agreed that the School Board shall have the right of specific performance. This provision is a material term of this Agreement. The foregoing shall be the sole and exclusive remedy of the School Board. The parties further agree that, in the event the School Board is in default of its obligations under this Agreement, the Corporation shall provide the School Board ten (10) days written notice to cure the default. In the event the School Board fails to cure the default within the ten (10) day cure period, the Corporation shall be entitled to terminate this Agreement and the School Board shall immediately deliver a Release in recordable form as to all unused encumbered lots.

17. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.
18. In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
19. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
20. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
21. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
22. Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

**[Remainder of page is blank]**

**IN WITNESS WHEREOF**, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

**WE HELP COMMUNITY DEVELOPMENT CORPORATION**

Attest:  
BY *Quasota Vereen*  
ITS: Secretary

BY *Shirley W. Turner*  
ITS: President

Date Executed by Buyer: *03-02-06*

(Corporate Seal)

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

ATTEST:

BY \_\_\_\_\_  
Thomas E. Lynch, Chairman

BY \_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent  
Board Approval Date: \_\_\_\_\_

REVIEWED AND APPROVED AS TO  
LEGAL FORM

\_\_\_\_\_  
School Board Attorney

**EXHIBIT A**

**TO MEMORANDUM OF RESERVATION**

**We Help Community Development Corporation**

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**ABIDJAN ESTATES – THIRTY (30) LEGAL DESCRIPTIONS  
RESERVED  
FOR  
THE PALM BEACH COUNTY SCHOOL BOARD  
February 28, 2006**

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1. Lot 1, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
2. Lot 2, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
3. Lot 3, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
4. Lot 4, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
5. Lot 5, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
6. Lot 7, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
7. Lot 9, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
8. Lot 10, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.

9. Lot 11, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
10. Lot 12, Block 9, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
11. Lot 2, Block 10, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
12. Lot 4, Block 10, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
13. Lot 6, Block 10, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
14. Lot 8, Block 10, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
15. Lot 9, Block 10, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
16. Lot 11, Block 10, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
17. Lot 2, Block 11, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
18. Lot 3, Block 11, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
19. Lot 2, Block 12, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.

20. Lot 4, Block 12, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
21. Lot 8, Block 12, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
22. Lot 10, Block 12, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
23. Lot 11, Block 12, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
24. Lot 12, Block 12, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
25. Lot 2, Block 14, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
26. Lot 5, Block 14, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
27. Lot 6, Block 14, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
28. Lot 9, Block 14, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
29. Lot 11, Block 14, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.
30. Lot 13, Block 14, **ABIDJAN ESTATES**, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 105, Pages 33 through 37, Public records of Palm Beach County, Florida.



**EXHIBIT "B"**

Prepared by and Return to:  
Blair Littlejohn, Esq.  
School Board of Palm Beach County, Florida  
3320 Forest Hill Blvd.  
West Palm Beach, FL 33406

**MEMORANDUM OF RESERVATION**

**KNOW ALL MEN BY THESE PRESENTS** that the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic existing under the laws of the State of Florida, with an address of 3320 Forest Hill Boulevard, B246, West Palm Beach, Florida 33406, ("School Board"), and WE HELP COMMUNITY DEVELOPMENT CORPORATION., a Florida non-profit corporation, ("Corporation"), with its principal offices at 349 S.E. 3<sup>rd</sup> Street, Belle Glade, Florida 33430, entered into a Cooperative Agreement ("Agreement") regarding the property described in Exhibit A attached hereto and made a part hereof ("Reserved Lots").

The Agreement requires that prior to the sale of any of the Reserved Lots, a Release of Reservation be executed by the School Board and recorded in the Public Records of Palm Beach County, Florida.

The Agreement is not recorded and contains additional provisions not included in this Memorandum.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on this 2<sup>nd</sup> day of March 2006.

Attest:

BY *Dee-Ann Verrier*  
ITS: \_\_\_\_\_, Secretary

(Corporate Seal)

Attest

BY \_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

WE HELP COMMUNITIES DEVELOPMENT CORPORATION

BY *Shirley W. Turner*  
ITS: \_\_\_\_\_ President

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY \_\_\_\_\_  
Thomas E. Lynch, Chairman

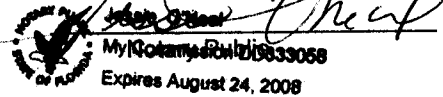
REVIEWED AND APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
School Board Attorney

State of Florida }

County of Palm Beach }

This instrument was acknowledged before me on March 2<sup>nd</sup>, 2006 by *Shirley Turner* and *Dee-Ann Verrier* who are personally known to me.



State of Florida }

County of Palm Beach }

This instrument was acknowledged before me on \_\_\_\_\_, 2006 by Thomas E. Lynch and Arthur C. Johnson who are personally known to me.

\_\_\_\_\_  
Notary Public



**We Help Community Development Corporation**

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**EXHIBIT C**

**ABIDJAN ESTATES  
ELIGIBILITY GUIDELINES**

1. Must be first time homebuyer (have not owned a home with the past 3 years, mobile home not included)
2. Must be within 80% of Median Income for Palm Beach County (HOME)
3. Must be within 120% of Median Income for Palm Beach County (SHIP)
4. Loan Value must be with 50 – 60%
5. Front end ratio = 20%-30%
6. Back end ratio = up to 45%
7. Maximum Purchase Price = \$280,000.00



349 SE 3<sup>rd</sup> Street • Belle Glade, FL 33430 • (561) 993-0085 • (561) 993-2214 (fax)  
Website: [wehelpcommunities.org](http://wehelpcommunities.org) email: [wenniem@aol.com](mailto:wenniem@aol.com)



**We Help Community Development Corporation**

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January 9, 2006

EXHIBIT D

**PRICE LIST FOR HOMES IN  
ABIDJAN ESTATES**

**1. THREE BED ROOM TWO BATH ONE CAR GARAGE**

LAKE VIEW	\$188,000.00*
NON LAKE VIEW	\$185,000.00*

**2. FOUR BED ROOM TWO BATH ONE CAR GARAGE**

LAKE VIEW	\$192,000.00*
NON LAKE VIEW	\$190,000.00*

**3. FOUR BED ROOM TWO BATH TWO CAR GARAGE**

LAKE VIEW	\$198,000.00*
NON LAKE VIEW	\$196,000.00*

PLEASE NOTE THESE PRICES ARE SUBJECT TO CHANGE  
DEPENDING ON THE AVAILABILITY OF MATERIAL, COST OF  
MATERIAL AND LABOR COST.

\*Prices effective as of February 24, 2006

\*Price subject to change.



349 SE 3<sup>rd</sup> Street • Belle Glade, FL 33430 • (561) 993-0085 • (561) 993-2214 (fax)  
Website: [wehelpcommunities.org](http://wehelpcommunities.org) email: [wenniem@aol.com](mailto:wenniem@aol.com)



**We Help Community Development Corporation**

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**EXHIBIT D**

## **ABIDJAN ESTATES FEATURES AND AMENITIES**

- ✓ Air conditioning
- ✓ Window treatments for each window
- ✓ Cable or satellite TV hook-up
- ✓ Washer and dryer hook-ups
- ✓ Range and oven
- ✓ At least 1 ½ bathrooms in all 2-bedroom new construction units
- ✓ At least two full bathrooms in all 3-bedroom or larger units
- ✓ Bathtub with shower in at least one bathroom in non-elderly units
- ✓ Telephone hook-ups
- ✓ 30-Year expected life roofing
- ✓ Ceramic tile bathroom floors
- ✓ Refrigerator
- ✓ Microwave oven (minimum of 1.0 cubic feet)
- ✓ Marble window sills
- ✓ Double compartment kitchen sink
- ✓ Pantry in kitchen
- ✓ Dishwasher
- ✓ Garbage disposal
- ✓ Coat Closet
- ✓ Hurricane shutters
- ✓ Commitment to not "clear-cut" the land
- ✓ Garage
- ✓ Security features
- ✓ Heat pump with a minimum HSPF of 7.5 instead of electric resistance
- ✓ Air conditioning with SEER rating of 12 or better
- ✓ Electric water heater with Energy Factor of .91 or better
- ✓ Wall insulation of R-13 or better for frame built construction or wall insulation or R-7 or better for masonry/concrete block construction
- ✓ Insulation of R-19 with radiant barrier on top floor only
- ✓ Ceiling fans in all bedrooms and the living area



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