



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 07/10/2025

☒ Agenda Item ☐ Commission Memo ☐ Letter (to external agency) ☒ Other Document

Document Title/Purpose: Parking Reduction Order for the proposed development "Lofts of 6th" located at 221 NW 6th Street

and 610 NW 3rd Avenue. The City owns 221 NW 6th Street, hence the signature request. Attached is the Resolution authorizing the City Manager to sign documents pertaining to 221 NW 6th Street.

Commission Meeting Date: 12/17/2024 CAM #: 24-1209 Item #: _____

CAM attached: ☒ Yes ☐ No Action Summary Attached: ☐ Yes ☐ No CIP FUNDED: ☐ Yes ☐ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: City Manager's Office Router Name: Angela Salmon Ext: 3442

Department: Development Services Router Name: Karlanne Devonish Ext: 6162

Department Approval (Director/Chief): Name: Anthony Fajardo Init.: AF Date: 07/08

*Return Document To: Karlanne Devonish Department: Development Services Ext: 6162

**REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☐ Yes ☐ No

Is the attached Granicus document final? ☐ Yes ☐ No Number of Originals Attached: _____

Attorney's Name: _____ Approved as to Form: ☐ Yes ☐ No Initials: _____

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: _____

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: _____

Route to CMO Date: _____ Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: Jul 63 Date Received: 7/24/25 Received From: Angela Salmon

To CM/ACM: ☐ R. Williams ☒ C. Cooper ☐ Y. Matthews ☐ B. Rogers

Approved Init.: CS for continuous routing to **Rickelle Williams, City Manager/Executive Director**

Disapproved: _____ Comments: _____

Executive Assistant Route to CCO Date: 7/25/25



INSTRUCTIONS

The routing process ensures that all appropriate Charter Offices, Departments, and Divisions review and approve the document before it reaches the city manager's office for signature. Please complete the applicable section(s) and attach as the first page of documents that require the City Manager's signature. All sections must be accurately completed and approvals secured from each charter office and department.

SECTION 1 | SUMMARY INFORMATION

- Enter the current date at the top.
- Check the appropriate box to indicate the type of item {Agenda, Letter (external agency), Commission Memo or Other Documents}.
- Provide the Document Title and clearly state its purpose.
- Enter the Commission Meeting Date, CAM #, and Item #, if applicable.
- Check whether the CAM is attached and if the Action Summary is attached.
- Indicate if the project is CIP funded by checking Yes or No. CIP projects must have a life of at least 10 years and a cost of \$100,000+.

SECTION 2 | REQUESTOR (CHARTER OFFICE AND/OR DEPARTMENT)

- Enter the Charter Office name, Router Name, and Extension.
- Enter the Department name, Router Name, and Extension.
- Provide the approving Director/Chief's printed name, initials, and the date of approval.
- Provide the name, department, and extension of the person receiving the final approved document.
- Enter the scan date.
- Check Yes or No for attaching a certified resolution and include the number if applicable.
- Route the final form to CAO if required.
- A copy of the record must be scanned and sent to the City Clerk's Office after final government-level approval.

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO)

- Indicate if CAO signature/routing is required by checking Yes or No.
- Check if the attached Granicus document is final.
- State the number of originals attached.
- Enter the reviewing attorney's name and whether the document is approved as to form.
- Initial and date as appropriate.
- Provide routing dates to Finance and CCO, if applicable.

SECTION 4 | CITY CLERK'S OFFICE (CCO)

- Initial upon receipt and scanning by the CCO.
- Indicate the number of original documents received.
- Provide routing dates to CMO and the Mayor, if applicable.

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

- Enter the CMO log number and date received.
- List who the document was received from.
- Check the name of the receiving CM/ACM.
- Include initials for approval or disapproval, and any related comments.
- Provide the return dates to the CCO and Commission Assistant.

WITNESSES:

Barlanne Devonish
Print Name: Barlanne Devonish
Address: 700 NW 19th Avenue
Fort Lauderdale, FL 33311

Yvonne Reed
Print Name: Yvonne Reed
Address: 700 NW 19th Avenue
Fort Lauderdale, FL 33311

CITY OF FORT LAUDERDALE

By: Anthony Fajardo
Title: Director,
Development Services Department
700 NW 19th Avenue
Fort Lauderdale, FL 33311

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10 day of July, 2025 by Anthony Fajardo, as Director of Development Services Department for the City of Fort Lauderdale, Florida.

(SEAL)



NADIA MARTIN
Commission # HH 166984
Expires December 19, 2025
Bonded Thru Budget Notary Services

Nadia Martin
Notary Public, State of Florida
(Signature of Notary)
Nadia Martin
Name of Notary Typed, Printed or Stamped

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

APPROVED AS TO FORM AND CORRECTNESS:

Gabrielle Bush, Assistant City Attorney

Prepared by and return to:
Gabrielle Bush, Esq.
Assistant City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

PARKING REDUCTION ORDER

Case No. [UDP-A24043]

Applicant/Project:

- A. Applicant, 610, LLC, filed an application for a Development Permit for an Administrative Site Plan Review on a certain parcel of land located at 221 NW 6th Street and 610 NW 3rd Avenue, Fort Lauderdale, (the "Development Site"), referred to as Case No.UDP-A24043, to develop age-restricted affordable housing units in a mixed use building with commercial use on the ground level known as Lofts on 6th.
- B. The Development Site is located in the NWRAC-MUe and X-P zoning districts.
- C. The City of Fort Lauderdale, a Florida Municipality, ("Property Owner 1"), owns the parcel of land located at 221 NW 6th Street, Fort Lauderdale which is legally described in Exhibit 1, and 610, LLC, ("Applicant" or "Property Owner 2"), owns the parcel of land located at 610 NW 3rd Avenue, Fort Lauderdale which is legally described in Exhibit 2, collectively known as ("Property Owners").
- D. The Applicant submitted an Administrative Site Plan Review application for the parking reduction for the Development Site pursuant to a parking reduction study prepared by the Applicant's traffic consultant dated October 25, 2024.
- E. The application for parking reduction, pursuant to ULDR Section 47-20.3 associated with the Development Site was presented to and approved by the City Engineer on December 20, 2024.
- F. This parking reduction order shall only take effect upon the recordation of this order in the public records of Broward County at the expense of the Applicant and filed with the Development Services Department.
- G. The application for parking reduction was reviewed based upon the requirements provided in Section 47-20.3 of the ULDR and the facts submitted by the Applicant:
1. Under Section 47-20.2 of the ULDR, the number of parking spaces required for the Development Site, as depicted on the development plan, is as follows:

Use	ULDR Parking Requirement	Spaces Provided on Development Site	Number of Spaces to be Reduced
90 Age- Restricted Affordable Housing Units with 9,010 square feet of commercial use	106	94	12

2. As shown on the development plan, the number of spaces required to be provided on the Development Site per the current parking space rate of 1 space per 250 square feet of office/retail uses, as established in ULDR Section 47-20.2, Northwest Regional Activity Center—NWRAC-MU Districts, 60% parking is required for retail over 2,500 SF in a mixed use building, which is 16 spaces for the office/retail portion of the development. (Calculation: $9,010 - 2,500 = 6,510$, $6,510 / 250 = 26.26 \times 60\% = 16$ spaces)
3. As shown on the development plan, the number of spaces required to be provided on the Development Site per the current parking space rates of one space per affordable residential unit as established in ULDR Section 47-20.2, Parking and Loading Requirements, Table 3, is 90 spaces for the residential portion of the proposed development.
4. The total number of parking spaces required per code to be provided on the site is 106 spaces.
5. The development consists of affordable housing units restricted to seniors aged 62 and older. In addition, the Applicant requested a reduction of the parking requirement for the affordable housing units from 90 spaces to 63 spaces based on a parking study submitted by a licensed Florida Engineer.
6. Therefore, the total number of spaces needed for the Development Site based on the parking study is 79 spaces (16 office/retail and 63 residential spaces).
7. The total number of spaces provided on the Development Site as shown on the development plans is 94 spaces, which is 12 less than the code requirement of 106 spaces.
8. Based and contingent on the continuation of the facts submitted above it is ORDERED that a 12-space parking reduction is hereby approved for the Development Site, which will result in a parking requirement of 69 spaces in connection with the proposed affordable residential units and 25 spaces in conjunction with the office/retail use, subject to the following conditions:
 - a) This Parking Reduction Order acts as a restrictive covenant running with the land legally described in Exhibit 1 and is binding on binding upon the Applicant/Property Owners of the property legally described in Exhibit 1 and the Property Owners' successors in interest or assigns of the Applicant, Property Owner 1, or Property Owner 2.
 - b) This Parking Reduction Order may only be terminated by approval of the City of Fort Lauderdale in accordance with the ULDR or as provided in this Order. If there is a failure of a condition of this Order or discontinuance of a fact that was a basis for approval of the Parking Reduction Order, the full parking requirements for the use must be provided or an amended parking reduction Order must be approved by the City as provided in Section 47-20.3.A.10 of the ULDR.
 - c) The parking reduction hereby granted shall terminate within eighteen (18) months of the effective date of this Order if a building permit for the construction of the Development Project for the use(s) which will require the parking described herein is not issued. The parking reduction order herein shall be terminated unless the building permits for the Development site stay in effect and construction continues as required by the Florida Building Code (including Broward County amendments), until a Certificate of Occupancy or Certificate of Completion, as applicable, is issued.
 - d) This parking reduction shall not be effective nor shall a building permit be issued for a parking facility until thirty (30) days after approval and after the requirements in subsection 47.20.3.A.4 of the ULDR are met, and then only if no motion is adopted by the city commission seeking to review the application or no appeal is filed as provided in Section 47-26.B of the ULDR.

This Order shall only take effect upon the recordation of this Parking Reduction Order in the public records of Broward County, Florida by and at the expense of the applicant and applicant provides a copy of the recorded Order to the Development Services Department.

Dated this 19 day of June, 2025.

The Applicant does hereby acknowledge and agrees with the facts, conditions, requirements and all statements provided herein. Therefore, the Applicant and Property Owners do hereby consent to this Order.

APPLICANT/PROPERTY OWNER 2

WITNESSES:

[Signature]
Print Name: WARREN LUBOW
Address: 17671 SW 12th St
Pembroke Pines, FL 33029

[Signature]
Print Name: Cynthia J. Florio
Address: 3200 N.E. 36th St #1601
Fort Lauderdale, FL 33308

610, LLC, a Florida limited liability company

[Signature]
By: Maureen E Luna, Manager
Address: 2800 West State Road 84
Ft. Lauderdale, FL 33312

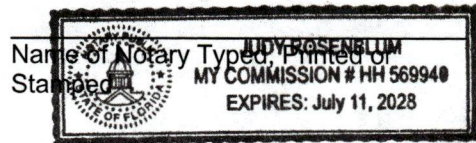
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of June, 2025, by Maureen E. Luna as manager for 610, LLC, a Florida limited liability company.

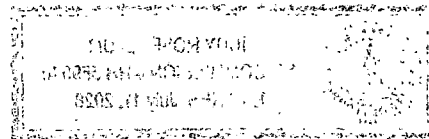
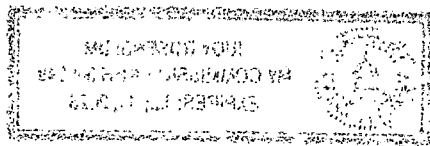
(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary)



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



PROPERTY OWNER 1

WITNESSES:

CITY OF FORT LAUDERDALE

Carole Mitchell
Print Name: CAROLE MITCHELL
Address: 101 NE 3rd Ave, Ste 2100
Fort Lauderdale, FL 33301

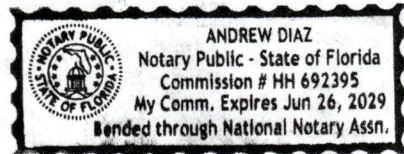
Rickelle Williams
By: Rickelle Williams
Title: City Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33311

Raymond Nazaire
Print Name: Raymond Nazaire
Address: 101 NE 3rd Ave, Ste. 2100
Fort Lauderdale, FL 33301

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2025 by Rickelle Williams, as City Manager for the City of Fort Lauderdale, Florida.

(SEAL)



Andrew Diaz
Notary Public, State of Florida
(Signature of Notary)
Andrew Diaz
Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT 1

LEGAL DESCRIPTION:

LOTS 25, 26, 27 AND 28, IN BLOCK 321 OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18 OF TILE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, EXCEPTING THEREFROM THAT PART OF LOT 25, DESCRIBED AS FOLLOWS:

BEGIN AT THAT SOUTHWEST CORNER OF SAID LOT 25; THENCE GO WESTERLY 135.0 FEET ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE NORTHERLY ALONG THE WEST LINE THEREOF 22.64 FEET TO THE TANGENT POINT OF A CIRCULAR ARC HAVING A RADIUS OF 10 FEET AND BEING CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY TO EASTERLY ALONG SAID ARC 15.71 FEET THROUGH A CENTRAL ANGLE OF 90'00 TO THE END OF SAID ARC; THENCE EASTERLY AND TAGENT TO SAID ARC ALONG A LINE BEING 35 FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY OF THE N 1/2 OF SECTION 3, TOWNSHIP 50 SOUTH, RANGE 42 EAST, 125.0 FEET TO THE EAST LINE OF SAID LOT 25; THENCE SOUTHERLY 12.69 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT 2

LEGAL DESCRIPTION:

LOTS 29, 30, 31, 32, 33 AND 34, BLOCK 321 OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

TO:

David R. Solomon, City Clerk
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Project Name: Lofts on 6th

Date: August 16, 2024

Subject Site Addresses:

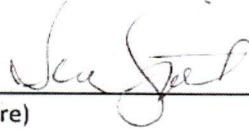
221 NW 6TH ST, FORT LAUDERDALE, FL 33311 (PCN: 494234076600)

I hereby give CONSENT to Ellyn Bogdanoff, (Becker & Poliakoff, P.A.) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed: Applications and meeting representation to entitle the property for the proposed use.

I hereby certify I have interest in the subject of this application as the Applicant. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the City of Fort Lauderdale.

Applicant Information:

City of Fort Lauderdale
(Name)


(Signature)

100 North Andrews Avenue
(Address)

Fort Lauderdale, FL 33301
(City, State, Zip)

Agent Information:

Ellyn Bogdanoff
(Name)

Becker & Poliakoff, P.A.
(Name of Firm)

1 East Broward Blvd., Suite 1800
(Address)

Fort Lauderdale, Florida, 33301
(City, State, Zip)

Notary Public Information

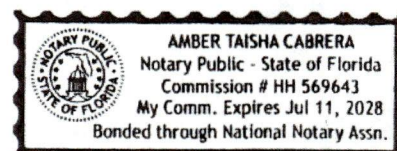
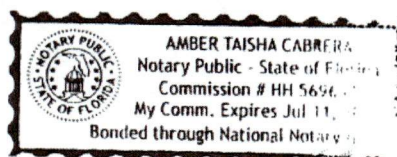
The foregoing instrument was acknowledged before me this 19 day of August, 2024 by Susan Grant as Staff/Clerk of the City of Fort Lauderdale. He/she is personally known to me or has produced (type of identification) _____ as identification and did/did not take an oath (circle correct response).

Amber Taisha Cabrera
(Name - type clearly)


(Signature)

My Commission Expires on: 7/11/28

Notary's Seal or Stamp



**In the Circuit Court of the Seventeenth Judicial Circuit
In and for Broward County, Florida**

FORT LAUDERDALE FLA CITY OF
Plaintiff

CACE-07-008656

VS.

Division: 18

MUNAZ ENTRP INC
Defendant

Certificate of Title

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on April 26, 2012, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

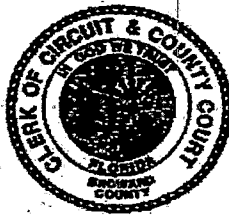
The following property in Broward County, Florida:

Lots 25, 26, 27 and 28, in Block 321 of PROGRESSO, according to the plat thereof, recorded in Plat Book 2, Page 18 of the Public Records of Dade County, Florida, EXCEPTING therefrom that part of Lot 25, described as follows:

Begin at that southwest corner of said Lot 25; thence go westerly 135.0 feet along the south line thereof to the southwest corner of said Lot 25; thence northerly along the west line thereof 22.64 feet to the tangent point of a circular arc having a radius of 10 feet and being concave to the northeast; thence southerly to easterly along said arc 15.71 feet through a central angle of 90 00' to the end of said arc; thence easterly and tangent to said arc along a line being 35 feet north of and parallel to the south boundary of the N 1/2 of Section 3, Township 50 South, range 42 East, 125.8 feet to the east line of said Lot 25; thence southerly 12.69 feet along said east line to the Point of Beginning; said lands situate, lying and being in Broward County, Florida.

Was sold to: CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA C.O TIGHE LAW FIRM, P.A.
103 NE 5th St, Fort Lauderdale, FL 33301-3239

Witness my hand and the seal of this court on May 08, 2012.



Howard C. Forman, Clerk of Circuit Courts
Broward County, Florida

Total consideration: \$100.00

CIRCUIT CIVIL 2012 MAY 08 AM 9:39 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA.

RESOLUTION NO. 24-272

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE AGREEMENTS, APPLICATIONS AND OTHER ANCILLARY INSTRUMENTS RELATED TO THE ENVIRONMENTAL REMEDIATION AND DEVELOPMENT APPROVALS PERTAINING TO THE PURCHASE AND SALE OF REAL PROPERTY LOCATED AT 221 NW 6TH STREET, FORT LAUDERDALE, FLORIDA 33311 TO THE PANTRY LOFTS, LTD; DELEGATING AUTHORITY TO THE CITY MANAGER TO TAKE APPROPRIATE ACTIONS; RATIFYING AND APPROVING THE ENVIRONMENTAL INDEMNITY AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 20, 2020, the City Commission of the City of Fort Lauderdale approved a notice of award to Green Mills Holdings, LLC ("Green Mills") for the purchase of City-owned property located at 221 NW 6th Street (the "Property"); and

WHEREAS, the City entered into a Purchase and Sale Agreement ("PSA") with Green Mills on October 20, 2020, which was subsequently assigned to The Pantry Lofts, Ltd. on August 26, 2021, and subsequently amended; and

WHEREAS, The Pantry Lofts, Ltd. has commenced environmental remediation activities on the Property and has filed or seeks to file applications for development approvals with the City's Department of Services Development; and

WHEREAS, as the owner of the Property, the City seeks to accommodate these activities prior to closing provided certain conditions are met; and

WHEREAS, The Pantry Lofts, Ltd. has executed an Environmental Indemnity Agreement in favor of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, THAT:

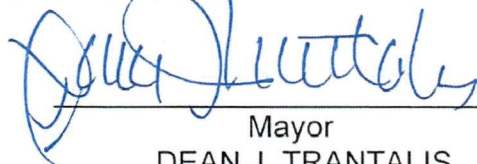
SECTION 1. The recitals and findings set forth in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Resolution.

SECTION 2. The City Commission hereby delegates authority to the City Manager, at her discretion, to take such actions and to execute all applications, agreements and ancillary instruments necessary to support environmental remediation and development approvals on the property located at 221 NW 6th Street, Fort Lauderdale, FL 33311, provided The Pantry Lofts, Ltd. bear all costs and expenses of such activities, the City is not obligated to undertake or assume any responsibility or liability for any such activities and provided The Pantry Lofts Ltd. provides such written assurances, protections and indemnity as requested by the City Manager.

SECTION 3. The Environmental Indemnity Agreement attached to CAM No. 24-1209 is hereby ratified and approved.


SECTION 4. This Resolution shall become effective immediately upon adoption.

ADOPTED this 17th day of December, 2024.



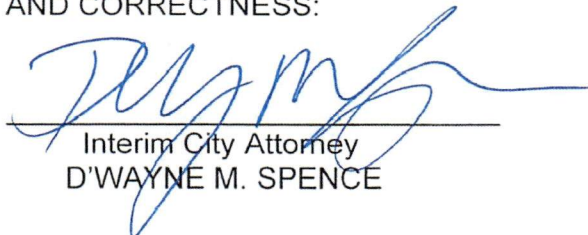
Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:



Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis	<u>Yea</u>
John C. Herbst	<u>Yea</u>
Steven Glassman	<u>Yea</u>
Pamela Beasley-Pittman	<u>Yea</u>
Ben Sorensen	<u>Yea</u>

**REINSTATEMENT AND FOURTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS REINSTATEMENT AND FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of the dates set forth below and effective as of December 31, 2024 ("Effective Date"), by and between **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida (the "Seller"), and **THE PANTRY LOFTS, LTD.**, a Florida limited partnership (collectively, with its permitted assignees, "Purchaser") (Seller and Purchaser may be referred to in this Agreement individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, GREEN MILLS HOLDINGS, LLC, a Florida limited liability company (the "Original Purchaser"), and Seller entered into that certain Deposit Receipt and Contract for Sale and Purchase, dated as of October 20, 2020, as assigned from Original Purchaser to Purchaser pursuant to that certain Assignment of Contract for Sale and Purchase, dated as of August 26, 2021, as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of December 13, 2022, as further amended by that certain Second Amendment to Purchase and Sale Agreement, dated as of August 25, 2023, and as further amended by that certain Third Amendment to Purchase and Sale Agreement, dated as of September 23, 2024 (collectively, and as any time further amended and assigned, the "Agreement"), regarding the purchase and sale of certain real property located in Broward County, Florida, being more particularly described in the Agreement (the "Property") (such purchase and sale of the Property being referred to herein as the "Transaction");

WHEREAS, the outside Closing Date (as such term is defined in the Agreement) was December 31, 2024 (the "Original Outside Closing Date");

WHEREAS, the Transaction did not close by the Original Outside Closing Date;

WHEREAS, the Parties desire to reinstate the Agreement with certain amendments in order to extend and clarify the Closing Date (as such term is defined in the Agreement); and

WHEREAS, the Parties desire to reinstate and amend the Agreement pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of these promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing recitals are true and correct and incorporated as if fully set forth herein. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning ascribed to such terms in the Agreement.

2. Reinstatement. The Agreement is hereby reinstated in its entirety.

3. Amendment to Closing Date. Section 2 of the Agreement is hereby amended and restated, in its entirety, as follows:

"CLOSING: This Agreement shall be closed, and the deed delivered, on or before December 31, 2025." The Inspection Period in Section 3 has expired and Purchaser has completed all of its Due Diligence to its satisfaction. The condition set forth in paragraph 4 of the Agreement is deleted. All conditions for closing have been satisfied. If Purchaser fails to close on or before December 31, 2025, then Purchaser shall forfeit its deposit. Further, Purchaser reaffirms its obligations under the Environmental Indemnity Agreement by and between the Seller and Purchaser and agrees to indemnify and harmless the Seller for any and all liability under the Site Access Agreement signed by the Seller in favor of Broward County, Florida.

Further, simultaneously with execution of this 4th Amendment, Purchaser shall execute the Anti-Human Trafficking Affidavit and Affidavit of Compliance with Foreign Entity Laws attached hereto as Exhibits "C" and "D".

4. Amendment to Assignability. Section 17 (formerly Section 7) of the Agreement is hereby amended and restated, in its entirety, as follows:

"ASSIGNMENT: Buyer shall be entitled to assign Buyer's rights and obligations under this Agreement to (i) any other related entity owned by or controlled by Oscar Sol, and/or (ii) THE PANTRY OF BROWARD, INC., a Florida not-for-profit corporation. Any other assignment shall require the prior written consent of Seller, which may be granted or withheld by Seller in its sole and absolute discretion." Notice of the assignment and name of assignee must be provided at least ten (10) prior to closing.

5. Miscellaneous. Except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms. This Amendment shall be governed and construed in accordance with the laws of the state in which the Property is located and shall inure to the benefit of and be binding upon the heirs, successors and permitted assigns of the Parties. This Amendment may be executed in multiple counterparts which, taken as a whole, shall constitute one instrument. This Amendment may be executed by facsimile or electronic signature.

[Signatures on Following Page.]

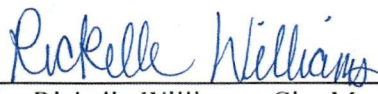
IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date set forth below but effective as of the Effective Date.

SELLER:

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida


By: Dean J. Trantalis, Mayor

Date: 4/21/25

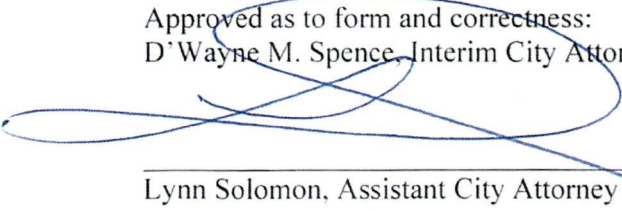

By: Rickelle Williams, City Manager

Date: 4/17/25

ATTEST:


David R. Soloman, City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney


Lynn Solomon, Assistant City Attorney

PURCHASER:

THE PANTRY LOFTS, LTD.,
a Florida limited partnership

By: 
Name: Mitchell Rosenstein

Its: Manager of the Manager of the Managing Co General Partner

EXHIBIT C

AFFIDAVIT

The undersigned, on behalf of The Pantry Lofts, Ltd., a Florida
(State) Partnership (Type of Entity), ("Nongovernmental Entity"), under penalty
of perjury, hereby deposes and says:

1. My name is Mitchell Rosenstein.
2. I am an officer or authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services
as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts
stated are true.

Name of Officer: Mitchell Rosenstein Title: Manager of the Manager of the Managing Co General Partner

Signature of Officer: 

Office Address: 3323 W. Commercial Blvd., Ste E220, Fort Lauderdale, FL 33309

Email Address: mrosenstein@greenmillsgroup.com Main Phone Number: (305) 898-2194

FEIN No. 817-31619601418

OR

Name of Representative: _____ Title: _____

Signature of Representative: _____

Office Address: _____

Email Address: _____ Main Phone Number: _____

FEIN No. _ _ - _ / _ / _ / _ / _ / _

EXHIBIT D

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

THE PANTRY LOFTS, LTD. ("Entity")

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 4/7, 2025 Signed: [Signature]

Entity: The Pantry Lofts, Ltd.

Name: Mitchell Rosenstein

Title: Manager of the Manager of the Managing Co General Partner

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025, by Mitchell Rosenstein, as MGR of the MGR of the Managing CO GP for The Pantry Lofts, Ltd., who is

☒ personally known to me or ☐ who has produced _____ as identification.

Notary Public Signature: [Signature] State of Florida at Large (Seal)

Print Name: Eyvonne Kafouras My commission expires: _____





DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

2L

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 4/16/2025 ☒ Agenda Item ☐ Non-Agenda
Charter Ofc: CMO Router Name: ANGELA S. Ext: 3442
Department: CAO Router Name: SONIA SIERRA Ext: 5598
Commission Mtg. Date: 4/1/2025 CAM #: 25-0355 Item #: CM-4

Document Title:

4th Amendment to the Purchase and Sale agreement between COF & The Pantry Lofts LTD as successor to Green Mills Holdings LLC

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ No

Is the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 2

Attorney's Name: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials: [Signature]

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: _____

3) CITY CLERK OFFICE (CCO): Clerk Initials: WY # of originals: 2

Routed to Dept/Charter Ofc.: _____ Date: 04/16/25

4) CITY MANAGER OFFICE (CMO): Received From CCO Date: 4/17/25 CMO LOG #: APP 50

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☐ C. Cooper ☐ L. Reece Date: 4/18/25

Comments/Questions _____

ACM/AcACM Initials: [Signature] for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: _____, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: 4/21/25 Date to CCO: 4/21/25

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: CMO *Name: Angela Salmon Contact # x 3442

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: 4/22/25 Attach certified Resolution # _____ ☐ Yes ☐ No Original form route to CAO

*Please scan a copy to ssierra@fortlauderdale.gov once completed.

610, LLC
Att: Maureen E. Luna, Manager
610 NW 3rd Avenue
Fort Lauderdale, FL 33311

TO:

David R. Solomon, City Clerk
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Project Name: Lofts on 6th

Subject Site Addresses:

610 NW 3 Avenue, FORT LAUDERDALE, FL 33311

I hereby give CONSENT to E and all required material and application(s) indicated above which may arise as part of the property for the proposed use.

I hereby certify I have interest in any paper or plans submitted material and all attachments.

Applicant Information:

610, LLC
(Name)

610 NW 3rd Avenue
(Address)

Agent Information:

Ellyn Bogdanoff
(Name)

1 East Broward Blvd., Suite 1800
(Address)

Fort Lauderdale, FL 33311
(City, State, Zip)

Becker & Poliakoff, P.A.
(Name of Firm)

Fort Lauderdale, Florida, 33301
(City, State, Zip)

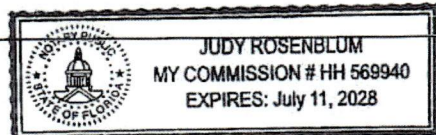
Notary Public Information

The foregoing instrument was acknowledged before me this 19 day of August, 2024 by Maureen E. Luna, as Manager of 610, LLC. He/she is personally known to me or has produced (type of identification) as identification and did/did not take an oath (circle correct response).

Judy Rosenblum
(Name - type clearly)

[Signature]
(Signature)

My Commission Expires on:



Notary's Seal or Stamp



The just values displayed below were set in compliance with [Sec. 193.011, Fla. Stat.](#), and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$708,750	\$374,240	\$1,082,990	\$1,082,990	
2023	\$222,750	\$979,320	\$1,202,070	\$1,037,020	\$1,563.64
2022	\$222,750	\$720,000	\$942,750	\$942,750	\$1,435.12

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
8/2/2007	TD*-Q	\$1,000,000	44474 / 241	\$35.00	20,250	SF
8/17/2002	WD*	\$100	33649 / 1134			
8/17/2002	WD*	\$100	33649 / 1108			
				Adj. Bldg. S.F. (Card, Sketch)		8019
* Denotes Multi-Parcel Sale (See Deed)				Eff./Act. Year Built: 1966/1963		

Special Assessments								
Fire	Garb	Light	Drain	Inpr	Safe	Storm	Clean	Misc
03						F2		
W								
8019						20250		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
610, LLC

Filing Information

Document Number L07000058340
FEI/EIN Number 26-0369888
Date Filed 06/01/2007
State FL
Status ACTIVE

Principal Address

610 NW 3rd Ave
FT. LAUDERDALE, FL 33311

Changed: 03/01/2022

Mailing Address

610 NW 3rd Ave
FT. LAUDERDALE, FL 33311

Changed: 03/01/2022

Registered Agent Name & Address

Spector, Robert
1263 E Las Olas Blvd # 204
Fort Lauderdale, FL 33301

Name Changed: 04/29/2019

Address Changed: 04/29/2019

Authorized Person(s) Detail

Name & Address

Title MGRM

Luna, Maureen E
610 NW 3rd Ave
FT. LAUDERDALE, FL 33311

Annual Reports

Report Year	Filed Date
2023	01/18/2023
2024	02/05/2024
2025	01/16/2025

Document Images

01/16/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
03/22/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/12/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
01/23/2014 -- ANNUAL REPORT	View image in PDF format
02/22/2013 -- ANNUAL REPORT	View image in PDF format
02/21/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
02/27/2008 -- ANNUAL REPORT	View image in PDF format
06/01/2007 -- Florida Limited Liability	View image in PDF format

2

This Instrument Prepared by:
Donald J. Doody, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

PIN: 494234076610 & 494234076640

SPACE ABOVE THIS LINE FOR RECORDING DATA

Trustee's Deed

This Trustee's Deed made this 3rd day of August, 2007 between **Martha L. DeVaughn, Richard H. DeVaughn and Don J. DeVaughn, as Co-Trustees of the Martha DeVaughn Trust dated December 19, 1989 with full power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein, as contemplated under Section 689.71, Florida Statutes** (collectively the "Grantor") and **610, LLC, a Florida limited liability company**, whose post office address is 521 E. Las Olas Boulevard, Fort Lauderdale, FL 33301-2232 (the "Grantee").

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees).

WITNESSETH

That said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **BROWARD** County, Florida, to-wit:

An undivided one-half (1/2) interest as tenant in common in Lots 29, 30, 31, 32, 33 and 34, Block 321 of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18 of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

Grantor warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to or a part of homestead property.

Subject to property taxes for the current year and thereafter.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

4

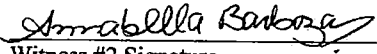
To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

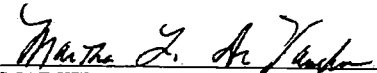
IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal on the day and year first above written.


Witness #1 Signature

Michael W. Rauch
Witness #1 Printed Name


Witness #2 Signature

ANNABELLA BARBOZA
Witness #2 Printed Name


MARTHA L. DEVAUGHN, as Trustee
of The Martha DeVaughn Trust dated
December 19, 1989

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 20 day of August, 2007 by MARTHA L. DEVAUGHN, as Trustee of The Martha DeVaughn Trust, dated December 19, 1989 who is personally known to me or have produced a Florida Driver's License as identification.


Notary Public



Yessa Finch
Lesia Finch

Witness #1 Signature

Lesia Finch Lesia Finch
Witness #1 Printed Name

Josh McFarland
Witness #2 Signature

Josh McFarland
Witness #2 Printed Name

STATE OF TENNESSEE

COUNTY OF Weakley

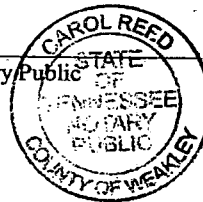
The foregoing instrument was acknowledged before me this 12th day of July, 2007 by RICHARD H. DEVAUGHN, as Trustee of The Martha DeV Vaughn Trust, dated December 19, 1989 who is personally known to me or have produced a Florida Driver's License as identification.

MY COMMISSION EXPIRES
JUNE 30, 2010

Richard H. DeV Vaughn
Richard H. DeV Vaughn
RICHARD H. DEVAUGHN, as Trustee
of The Martha DeV Vaughn Trust, dated
December 19, 1989

Carol Reed
Carol Reed

Notary Public



Arlene A. Walton
Witness #1 Signature

ARLENE A. WALTON
Witness #1 Printed Name

Maria A. Pisz
Witness #2 Signature

MARIA A. PISZ
Witness #2 Printed Name

Don J. DeVaughn
DON J. DEVAUGHN, as Trustee of
of The Martha DeVaughn Trust, dated
December 19, 1989

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of July, 2007 by
DON J. DEVAUGHN, as Trustee of The Martha DeVaughn Trust, dated December 19,
1989 who is personally known to me or have produced a Florida Driver's License as
identification.

Maria A. Pisz
Notary Public



Maria A. Pisz
MY COMMISSION # DD234044 EXPIRES
October 26, 2007
BONDED THRU TROY FAIR INSURANCE, INC.