



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

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

11

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

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 05/06/2025

☒ Agenda Item ☐ Non-Agenda

Charter Ofc: CAO Router Name: Erica Keiper Ext: 6088

Department: Router Name: Ext:

Commission Mtg. Date: 12/19/2017 CAM #: 17-1463 Item #: CR-2

Document Title:

(Som) SATISFACTION OF MORTGAGE- Jean Francois Zarre and Jawanda I. Zarre (1173 Chateau Park Drive)

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: 1

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: 5-7-25

3) CITY CLERK OFFICE (CCO): Clerk Initials: WAY # of originals: 1
Routed to Dept/Charter Ofc.: Date: 05/07/25

4) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 5/8/25 CMO LOG #: May 22

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☒ C. Cooper ☐ L. Reece Date: 5/14/25

Comments/Questions

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

CMO Log Out & Forward to CCO, Date: 5/14/25, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: Date to CCO:

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.: CAO *Name: Erica Keiper Contact #: 6088

*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: Attach certified Resolution # ☐ Yes ☐ No Original form route to CAO

(1932)

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Space Reserved for Recording Information

PREPARED BY AND RETURN TO:

Lynn Solomon, Esquire
City of Fort Lauderdale
1 East Broward Blvd., Ste. 1320
Fort Lauderdale, FL 33301

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Residential Rehabilitation Program Second Mortgage given by Jean Francois Zarre and Jawanda L. Zarre, husband and wife (hereinafter "Mortgagor"), dated June 25, 2001 and recorded July 3, 2001 in Official Records Book 31802, Page 0376, of the Public Records of Broward County, Florida, given to secure the sum of **Fourteen Thousand Eight Hundred Seventeen and 65/100 Dollars (\$14,817.65)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 4, Block "D" of REVISED PLAT OF BLOCKS "A" TO "E", OF LAUDERDALE MANORS ADDITION, according to the plat thereof, as recorded in Plat Book 31, Page 19, of the Public Records of Broward County, Florida.

Property Address: 1173 Chateau Park Drive,
Fort Lauderdale, FL 33311

Mortgagor has satisfied all conditions of the Agreement and Mortgagee does hereby acknowledge satisfaction and discharge of said Second Mortgage and hereby directs cancellation of same of record.

Pursuant to Resolution No. 17-282 adopted by the City Commission of the City of Fort Lauderdale, the City Manager is authorized to execute this Satisfaction of Mortgage on behalf of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 13 day of May, 2025.

WITNESSES:


CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE STATE
OF FLORIDA


Witness #1 Name [Signature]

Rebecca McClam
Witness #1 Name [Printed]

101 NE 3RD AVE. Ste 2100
Ft L, FL 33313
Witness #1 Address


Rickelle Williams, City Manager


Witness #2 Name [Signature]

Amber Cabrera
Witness #2 Name [Printed]

101 NE 3rd Ave. St 2100
Ft L, FL 33301
Witness #2 Address

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March 1941

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STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of May, 2025, by Rickelle Williams, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

Gina Rizzuti-Smith
Notary Public, State of Florida



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

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

[Signature]
Lynn Solomon, Assistant City Attorney

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-2 17-1463 Resolution Authorizing the City Manager to Sign Federal and State Agreements and Documents Relating to Entitlement Programs

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-3 17-1448 Resolution to Authorize the City Manager to Execute an Easement with Florida Power & Light Company

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-4 17-1005 Resolution of the City Commission of the City of Fort Lauderdale, Florida, Amending Resolution Nos. 16-192, 16-206, and 17-136 to Extend the Term of the Innovative Development (ID) District Advisory Committee and the Terms of the ID District Advisory Committee Members, and Providing for an Effective Date

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-5 17-1238 Resolution Adopting the Third Amended and Restated Interlocal Agreement for Public School Facility Planning

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-6 17-1440 Resolution Authorizing Affordable Housing Funding Request and Authority to Sign the Local Government Contribution Loan Form and Execute Loan Documents for Sailboat Bend Apartments II - \$783,250

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-7 17-1449 Resolution to Amend the Adopted Fiscal Year 2018 Nuisance Abatement Roll

ADOPTED

RESOLUTION NO. 17-282

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN AGREEMENTS AND DOCUMENTS RELATED TO FEDERAL AND STATE GRANT PROGRAMS ADMINISTERED BY THE HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF THE CITY OF FORT LAUDERDALE.

WHEREAS, Section 4.01(b) of the Charter of the City of Fort Lauderdale, Florida provides that pursuant to resolution, the execution of certain instruments may be delegated to another person; and

WHEREAS, to facilitate the efficient and timely administration of federal and state grant funds by the Housing and Community Development Division ("HCD") of the City Manager's Office, the City Commission finds that it is in the best interest of the City to delegate authority and designate the City Manager as the proper person to execute certain agreements and documents on behalf of the City of Fort Lauderdale;

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

SECTION 1. That the City Manager is hereby delegated authority to execute and deliver certain agreements and documents in connection with federal and state grant programs such as the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program, Housing Opportunities for Persons with HIV/AIDS (HOWPA) and the State Housing Initiatives Partnership Program (SHIP), all as administered by the Housing and Community Development Division, which authority shall include, but not limited to, authorization to execute HUD certifications, funding agreements, participation agreements, any amendments thereto, and satisfaction of mortgages.

SECTION 2. The City Manager's authority is limited to execution of documents and agreements related to programs and awards approved under the Annual Action Plan, and any amendments thereto, by the City Commission.

SECTION 3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED this the 19th day of December, 2017.

A handwritten signature in black ink, appearing to read "J. P. Seiler", written over a horizontal line.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

A handwritten signature in black ink, appearing to read "J. Modarelli", written over a horizontal line.

City Clerk
JEFFREY A. MODARELLI



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#17-1463

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: December 19, 2017

TITLE: Resolution Authorizing the City Manager to Sign Federal and State Agreements
and Documents Relating to Entitlement Programs

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the City Manager to sign certain agreements and documents in connection with federal and state grant programs including: participation agreements; mortgage and satisfaction of mortgages and subordination agreements related to the HOME Investment Partnerships, Community Development Block Grant, Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program and State Housing Initiatives Partnership Programs.

Background

To expedite the administration of the federal and state grant funds, the Housing and Community Development Division is requesting that the City Manager be given the authority to sign the aforementioned Federal or State grant program agreements and documents to facilitate the requirements of these programs.

Resource Impact

The federal and state grants will reimburse the City for the funds expended on eligible activities.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative included within the Neighborhood Enhancement Cylinder of Excellence, specifically advancing:

- Goal 5: Be a community of strong, beautiful, and healthy neighborhoods.
- Option 2: Ensure a range of housing options for current and future neighbors.

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We Are Community*.

Attachment

Exhibit 1- Resolution

Prepared by: Avis A. Wilkinson, Housing Programs Administrator/SHIP
Administrator

Department Director: Mario DeSantis, Acting Housing and Community Development
Manager



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#14-0411

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: April 1, 2014

TITLE: Resolution delegating to the City Manager authority to execute grant contracts, agreements, modifications, extensions and other related documents after approval by the City Commission of grant acceptance.

Recommendation

It is recommended that the City Commission approve a resolution authorizing the City Manager to execute grant related agreements on behalf of the City Commission, once the grant is accepted by the City Commission. In addition to the original grant agreement, this would include amendments, modifications, time extensions, and other related documents but does not include grant budget amendments.

Background

Section 4.01(b) of the City Charter of the City of Fort Lauderdale requires that the Mayor, City Manager, City Attorney and City Clerk execute all contracts, agreements or other instruments to which the City is a party under which the City assumes any liability. The City Charter further provides that the City Commission has the authority to delegate by resolution to another person the authority to execute these instruments. This resolution would delegate authority to the City Manager to execute grant contracts, agreements, modifications, extensions and other related documents after approval by the City Commission of grant acceptance.

This change is recommended in order to expedite execution of grant documents and modifications to grants, especially where time is of the essence.

Resource Impact

There is no fiscal impact to the City.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the **Internal Support Cylinder**, specifically advancing:

- Goal 12: Be a leading government organization, managing our resources wisely and sustainably.
- Objective 2: Achieve excellent procurement services through technological advancements, improved procedures and outreach programs.

Attachment:
Exhibit 1: Resolution

Prepared By: Jaclyn Meli, Grants Administration and Compliance Officer

Budget Manager: Emilie Smith

RESOLUTION NO. 14-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DELEGATING TO THE CITY MANAGER AUTHORITY TO EXECUTE GRANT CONTRACTS, AGREEMENTS, MODIFICATIONS, EXTENSIONS AND OTHER GRANT DOCUMENTS ON BEHALF OF THE CITY AFTER APPROVAL OF GRANT ACCEPTANCE BY THE CITY COMMISSION.

WHEREAS, Section 4.01(b) of the City Charter of the City of Fort Lauderdale requires that Mayor, City Manager, City Attorney and City Clerk execute all contracts, agreements or other instruments to which the City is a party under which the City assumes any liability; and

WHEREAS, the City Charter further provides that the City Commission has the authority to delegate by resolution to another person the authority to execute these instruments; and

WHEREAS, the City Commission hereby delegates authority to the City Manager to execute all grant contracts, agreements, modifications, extensions and other grant documents to which the City is a party and/or recipient of grant funds, on behalf of the City, once grant acceptance is approved by the City Commission; and

WHEREAS, such documents shall still be attested by the city clerk and approved as to form by the city attorney or assistant city attorney; and

WHEREAS, all budget amendments associated with grant acceptance or modification will still require City Commission approval;

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

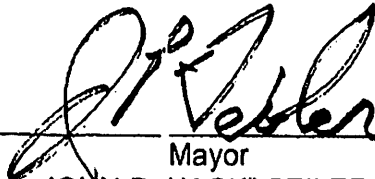
SECTION 1. That the City Manager of the City of Fort Lauderdale, Florida is hereby delegated the authority to execute grant contracts, agreements, modifications, extensions and

other grant documents on behalf of the City, once grant acceptance is approved by the City Commission.

SECTION 2. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager.

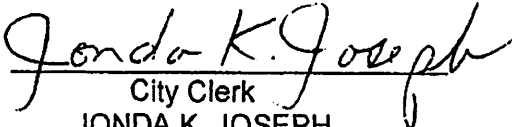
SECTION 3. That this resolution shall be in full force and effect upon final passage.

ADOPTED this the 1st day of April, 2014.



Mayor
JOHN P. 'JACK' SEILER

ATTEST:



City Clerk
JONDA K. JOSEPH

L:\COMM 2014\Resolutions\April 1\14-62.doc

CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned Jean Francois Zarre, and Jawanda L. Zarre, who under oath states as follows:

1. We have been and are still the owner and occupants of the following described property ("Property") which has been and remain our principal residence since entering into Rehabilitation Assistance Program with the City of Fort Lauderdale.

Legal Description: Lot 4, Block "D" of REVISED PLAT OF BLOCKS "A" TO "E" OF LAUDERDALE MANORS ADDITION, according to the Plat thereof, as recorded in Plat Book 31, Page 19, of the Public Records of Broward County, Florida.

Property Address: 1173 Chateau Park Drive, Fort Lauderdale, FL 33311

2. We have not leased or sold the Property, nor have we transferred ownership of the Property, since entering into the (Rehabilitation Program) with the City of Fort Lauderdale.

3. We understand that failure to live up to any of the requirements of the program as described in but not limited to, the City of Fort Lauderdale Rehabilitation Program. We signed for the Rehabilitation Program with the City of Fort Lauderdale, will be considered an event of default and as such will subject us to all remedies available by law and to the City of Fort Lauderdale.

ACKNOWLEDGEMENT: We acknowledge that the information we have deposed to and stated herein is true and accurate and that we are liable to the terms and agreements of the Program we participated in through the City of Fort Lauderdale and to penalties prescribed thereof.

WARNING: The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in penalties as provided for by Federal, State and/or Local laws, which may result in imprisonment.

FURTHER AFFIANT SAYETH NAUGHT. Done this 21 of April, 2025.

Jean Francois Zarre
Jean Francois Zarre

Jawanda L. Zarre

Address: 1173 Chateau Park Drive, Fort Lauderdale, FL 33311

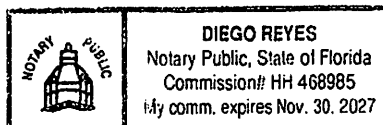
STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of April, 2025 by Jean Francois Zarre and Jawanda L. Zarre DR

Diego Reyes
Signature of Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification Florida Driver License
Type of Identification Produced _____



Florida
DRIVER LICENSE

USA

2600-420-59-041-0 CLASS E

JZARE
JEAN-FRANCOIS
1173 CHATEAU PARK DR
FORT LAUDERDALE, FL 33311-6166
DOB 02/01/1969 SEX M HT 5'10" WT 155 LBS
12 REGST NONE 9a END NONE

SAFE DRIVER
4a ISS 12/04/2017
5DD R011906210246
REPLACED 06/21/2019

Operation of a motor vehicle constitutes
consent to any sobriety test required by law



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

IN THE MARRIAGE OF:

CASE NO.: FMCE 12-003387 (41)

JAWANDA L. ZARRE,

JUDGE: TIM BAILEY

Petitioner/Wife,

and

JEAN F. ZARRE,

Respondent/Husband.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before the Court for Final Hearing before the Honorable Tim Bailey, Circuit Judge, on August 29, 2013, upon the Petition for Dissolution of Marriage filed by the Petitioner/Wife JAWANDA L. ZARRE (hereafter the "Wife"), and the Counter-Petition for Dissolution of Marriage filed by the Respondent/Husband JEAN F. ZARRE (hereafter the "Husband"). The Wife appeared and was represented by Carla P. Lowry, Esq., of Lowry at Law, P.A. The Husband appeared and represented himself. The Husband's attorney Debra P. Rochlin, Esq., failed to appear. The parties each presented testimony and introduced evidence and the Court having considered same and having heard the arguments of counsel for both Parties, having had the opportunity to weigh the evidence and credibility of the witnesses, and being otherwise duly advised in the premises, the Court Finds, Orders and Adjudges as follows:

A. JURISDICTION

1. This Court has jurisdiction over the subject matter and the Parties hereto in that Petitioner and Respondent are residents of Florida and resided in Broward County,

6 There is no marital property or marital debts to divide, as the parties have previously divided all of their personal property. Therefore, each is awarded the personal property he or she presently has in his or her possession. Each party shall be responsible for any debts in his or her own name.

7 () yes (x) no The wife's former name of _____ is restored

8 The Court reserves jurisdiction to enforce this judgment

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida, on
AUG 12 2013

Shirley H. Jackson
CIRCUIT JUDGE

Copies furnished to
Marie Eline Tranquille, 846 NW 91st Terrace, Palmtaton, FL, 33324

Jean Francois Zarre, 1173 Chateau Drive, Fort Lauderdale, FL, 33311



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 12 day of June, 2013.
County Administrator. *[Signature]*
By *[Signature]* Deputy Clerk



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	1173 CHATEAU PARK DRIVE, FORT LAUDERDALE FL 33311-6166	ID #	4942 33 22 0810
Property Owner	ZARRE, JEAN FRANCOIS	Millage	0312
Mailing Address	1173 CHATEAU PARK DR FORT LAUDERDALE FL 33311-6166	Use	01-01
Abbr Legal Description	LAUDERDALE MANORS ADD REV PLAT OF BLKS A TO E 31-19 B LOT 4 BLK D		

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).

* 2025 values are considered "working values" and are subject to change.
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Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$19,810	\$301,250	\$321,060	\$64,650	
2024	\$19,810	\$301,250	\$321,060	\$62,830	\$1,201.22
2023	\$19,810	\$323,880	\$343,690	\$59,450	\$1,155.05

2025* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$321,060	\$321,060	\$321,060	\$321,060
Portability	0	0	0	0
Assessed/SOH 97	\$64,650	\$64,650	\$64,650	\$64,650
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$14,650	0	\$14,650	\$14,650
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$25,000	\$39,650	\$25,000	\$25,000

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
6/6/2014	QCD-T	\$100	112342440	\$3.00	6,604	SF
6/14/1996	WD	\$72,900	25024 / 282			
11/13/1995	WD	\$40,000	24168 / 99			
11/1/1965	WD	\$11,400				
				Adj. Bldg. S.F. (Card, Sketch)		1104
				Units/Beds/Baths		1/2/1
				Eff./Act. Year Built: 1954/1953		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F1		
R								
1						1		

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

To: Erica Keiper, Senior Legal Assistant
From: Angella Walsh, Housing & Community Development
Date: April 30, 2025
Subject: Satisfaction of Mortgage- Jean Francois Zarre & Jawanda L Zarre-
1173 Chateau Park Drive, Fort Lauderdale, FL 33311

Attached please find a copy of:

-
- Copy of Recorded 2nd Mortgage
 - Copy of Participation Agreement
 - Copy BCPA
 - Continuous Residency Affidavit
 - Copy of Driver License
 - Copy of Dissolution of Marriage
 - Copy of CAM #14-0411- Delegating Authority
 - Copy of Resolution 17-1054-Forever Loan with Action Summary

Please prepare Satisfaction of Mortgage for the release of lien from property located at 1173 Chateau Park Drive, Fort Lauderdale, FL 33311. Kindly return Satisfactions to our office for recording.

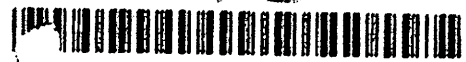
Thank you.

/

Attachments

→5023
Fidelity National Title
150 S. Pine Island Dr., Ste 510
Plantation, FL 33324

PREPARED BY AND RETURN TO:
DENNIS LYLES, ESQ.
City of Fort Lauderdale
P.O. Box 14250
Fort Lauderdale, Florida 33302



INSTR # 101150735
OR BK 31802 PG 0376

RECORDED 07/03/2001 03:37 PM
COMMISSION
BROWARD COUNTY
DOC STMP-H 52.15
DEPUTY CLERK 1032

Space Reserved for Recording Information

CITY OF FORT LAUDERDALE
RESIDENTIAL REHABILITATION PROGRAM SECOND MORTGAGE

THIS MORTGAGE entered into on this 25th day of June, 2001, ~~2000~~, between, Jean Francois Zarre & Jawanda L. Zarre, His wife, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1173 Chateau Park Drive in the City of Fort Lauderdale, Broward County, Florida, and the City of Fort Lauderdale, Florida, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of FOURTEEN THOUSAND EIGHT HUNDRED SEVENTEEN AND 65/100 (\$ 14,817.65), with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note", bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is attached hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL that certain lot, piece or parcel of land situate in Broward County, Florida, more particularly described as follows:

Lot 4, Block "D" of REVISED PLAT OF BLOCKS "A" TO "E", OF LAUDERDALE MANORS ADDITION, according to the plat thereof, as recorded in Plat Book 31, Page 19, of the Public Records of Broward County, Florida.

Subject To:

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

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

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

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, during the term of this Mortgage as follows:

1. The Mortgagor shall promptly pay the principal of and interest, if any; on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposes on the mortgaged property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and Note were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a residential Rehabilitation Loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Housing Improvement Loan Agreement (Residential Rehabilitation) made and entered into between the Mortgagor and Mortgagee on _____, 2000 hereinafter referred to as "Agreement", the same being incorporated herein verbatim and made a specific part of this Mortgage by reference, to or on the mortgaged property, and for such other purpose, if any, described or referred therein, which improvements are hereinafter collectively referred to as the "Improvements". The Mortgagor shall make or cause to be made all Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, in the sole opinion of the Mortgagee, or shall be discontinued at any time for any reason, other than strikes, loci-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized to: (a) enter upon the mortgaged property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.

4. The Improvements and all plans and specifications therefore shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful governmental authorities, and upon their completion, shall comply therewith and with such ordinances, rules and regulations having jurisdiction over the Mortgaged property.

5. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the mortgaged property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject,

as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

7. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be effected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefore required (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.

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

8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note, without the payment of penalties or premiums.

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

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

11. The principal amount owing on the Note together with interest, if any, thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage or provided in the Agreement, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as the same now exists or as it may later be amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.
- (b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage.

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

(e) The sale, lease, transfer, or disposition of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. all the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "events of default".

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

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

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate or the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, or an amount to be determined by the Mortgagee based on rents of comparable properties; and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

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

16. The Mortgagor shall give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof, occurs.

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

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

19. The Mortgagor shall not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

20. The Mortgagor is lawfully seized, in fee simple title, of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and shall warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

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

22. It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgagee herein or its successors or assigns, to or for the benefit of the Mortgagors, or their heirs, personal representatives, or assigns, for the term of indebtedness under the Agreement, Promissory Note and Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum allowable amount under the existing City of Fort Lauderdale Housing Rehabilitation Program, together with interest thereon, if any, and any and all disbursements made by the


Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money.

Such further or future advances shall be wholly optional with the Mortgagee, and the same shall bear interest at the rate as specified in the Note referred to herein, unless said interest rate shall be modified by subsequent agreement.

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

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

WITNESSES:

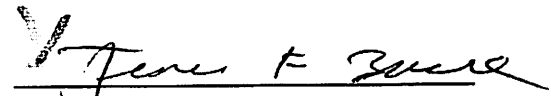

JEAN FRANCOIS ZARRE

Print Name


DONNA COLLINS

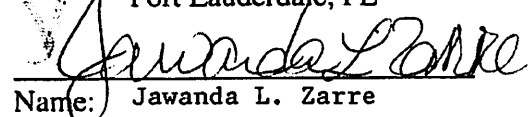
DONNA COLLINS
 Print Name

MORTGAGOR:


JEAN FRANCOIS ZARRE

Name: Jean Francois Zarre

Address: 1173 Chateau Park Drive
 Fort Lauderdale, FL


JAWANDA L. ZARRE

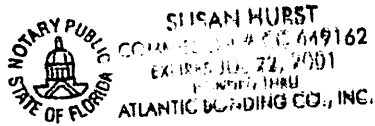
Name: Jawanda L. Zarre


Address: 1173 Chateau Park Drive
 Fort Lauderdale, FL

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 25 day of May, 2001, ~~2000~~ by JEAN FRANCOIS ZARRE & JAWANDA L. ZARRE, who is/are personally known to me or has produced DRIVERS LICENSE as identification and did not take an oath.

(SEAL)




Signature – Notary Public
Notary Public, State of Florida

Name of Notary Typed, Printed
or Stamped

Commission Expires

Commission Number



**CITY OF FORT LAUDERDALE
OWNER-OCCUPIED REHABILITATION
HOUSING PROGRAM LOAN AGREEMENT**

THIS AGREEMENT, entered into this 7 day of April, 2001, by
and between:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida, hereinafter
referred to as "City"

and

Jean Francois Zarre and Jawanda L. Zarre, husband and wife,
hereinafter referred to as "Property Owner"

The City Commission of City, at its meeting of May 1, 1990, by Motion number M-9 institutionalized the policies and guidelines for the City of Fort Lauderdale Owner-Occupied Rehabilitation Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish the guidelines under which the City may loan money to Property Owner for the purpose of owner-occupied housing rehabilitation construction. The construction loan financing and this Agreement are subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines.
2. **SCOPE.** The loan proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation construction and related soft costs for the Property having the address of:

1173 Chateau Park Drive,
Fort Lauderdale, Florida, and

legally described as:

Lot 4, Block "D", of REVISED PLAT OF BLOCKS "A" TO "E" OF
LAUDERDALE MANORS ADDITION, according to the Plat thereof, recorded in
Plat Book 31, at Page 19, of the Public Records of Broward County, Florida, said
lands situate, lying and being in Broward County, Florida.
(hereinafter "Property")

All rehabilitation construction and soft costs related to this Project shall be paid in accordance with the Work Items Specifications and drawings attached hereto.

3. FORM OF ASSISTANCE. The principal amount of the loan shall not exceed \$14,817.65, provided, however, that this Agreement may be modified by the parties during construction to increase the principal amount by a maximum of an additional ten percent (10%), to reflect additional costs for contingencies to conform the construction work performed to building code requirements; and further, provided that the principal amount shall not exceed the Program maximum of Thirty Five Thousand Dollars (\$35,000.00) or ninety-five percent (95%) loan to value ratio, whichever is less.

(a) Interest Rate. The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 7.

(b) Term of Repayment. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Property Owner. Repayment of the full loan amount is due upon sale, lease, or transfer of the Property, notwithstanding the exception made herein.

4. OCCUPANCY. City will provide Property Owner with a proof of occupancy affidavit on an annual basis. Said affidavit must be completed by Property Owner and returned to City. Said form will confirm that the Property is the principal residence of Property Owner.

5. INSPECTION. Property Owner shall permit reasonable inspection of the Property by inspectors of the City or its agents, for determining compliance with all applicable governmental regulations.

6. SECURITY. City shall secure the loan for this Agreement with a Second Mortgage on the Property.

7. DEFAULT. The Property Owner acknowledges and understands that the provisions as specified below constitute events of default under this Agreement:

(a) Nonperformance by Property Owner of any covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith, or hereinafter made by the Property Owner with the City in connection with this Agreement, after the Property Owner has been given due notice by the City of such nonperformance.

(b) Failure of the Property Owner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property.

(c) The City's discovery of Property Owner's failure in the Application to the City to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one

upon which the City relied in order to enter into this Agreement, or any other agreements entered into by the City with Property Owner (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Property Owner), or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner.

(d) Property Owner's non-residential use, or disposition of the Subject Property without the prior written consent of the City.

(e) Property Owner's failure to maintain the subject property in a standard, habitable condition.

(f) Property Owner acquiring additional indebtedness upon the subject property without the specific written consent by the City.

(g) The transfer of the subject property to another, other than Property Owner's legal heirs.

In the event of default interest may be charged at the maximum amount allowed by law.

8. CLOSING. The closing on this loan shall occur within thirty (30) days after the date of execution of this Agreement. The closing shall be conducted at the principal office of the City Attorney, City of Fort Lauderdale, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, or such other place as may be selected and designated by the City.

9. ADMINISTRATION. As an administrative function, the City shall serve in the capacity of an escrow agent for Property Owner in the event that the Property Owner selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for this Program, or for contract items or additional work which are at the sole cost of the Property Owner. In such case, the deposit from the Property Owner shall be provided to the City at the closing on the loan for the additional funds or the cost differential plus contingency reserve necessary to fully fund the work being undertaken in connection with this Agreement. Any escrowed funds shall be promptly deposited by the City and the Property Owner shall not be entitled to receipt of any interest on any such required sum deposited and held in escrow. The City shall return to the Property Owner any unused portion of the contingency reserve within ten (10) working days from the date of completion and acceptance of the work which shall be the date of the Certificate of Completion from the Project.

10. ASSUMPTION. This Agreement may be assumed only by the legal heirs of Property Owners, under the same terms and conditions of the original agreement. Assumption is only valid after written notice is given to the City and only after execution of such assumption documents as deemed necessary by the City.

11. DISBURSEMENTS. Disbursements for hard costs to the General Contractor shall be made payable both to the Property Owner and the General Contractor, requiring the Property Owner signature in countersigning and releasing the check for payment(s) to the General Contractor. The Property Owner shall not unreasonably withhold approval of any partial or final payments to the General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.

12. CONDITIONS PRECEDENT. The City's administrative obligations under this Agreement to disburse funds shall be conditioned upon, and no portion of any of the loan proceeds shall be disbursed until, the Property Owner delivers the following documents to the City:

Copies of insurance policies or certificates or insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the Maximum loan amount specified in Paragraph 3 for the Property plus the remaining principal balance of any existing mortgages, unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policies shall be issued by a company, or companies of such financial responsibility acceptable to the City, and the policies shall be endorsed to reflect the City's legal interest in the Property. In the event any sum of money becomes payable under such policy or policies, City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction of the Property Owner's similar obligation to superior mortgages, if any, or else the City may permit the Property Owner to receive and use the same or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Agreement and the Mortgage.

Policies issued pursuant to this Paragraph of the Agreement shall initially be for at least a one (1) year term for Standard Fire and Extended Coverage Insurance and for Flood Insurance, which shall be prepaid in full upon the Closing of this loan as a condition precedent to the disbursement of any loan proceeds; said insurance coverage shall be maintained by the Property Owner in full force and effect during the term of this Agreement.

13. INSURANCE. The City shall obtain a title insurance policy in an American Land Title Association (ALTA) form in the amount of the loan as it appears in Paragraph 3 of this Agreement and as it appears on the Note and the Mortgage used to secure the loan that secures this Agreement, unless the City determines that a lesser amount is acceptable. Such policy shall insure that the Mortgage will be a valid lien on the premises, free and clear of all code defects and encumbrances not approved by the City, and shall contain no survey exceptions unless waived at the discretion of the City.

14. RECISION. This Agreement may be terminated by the Property Owner by proving written notice to the City within three (3) business days from the date of closing.

15. COMMUNICATIONS. Any and all communications arising under this Agreement shall be transmitted as follows:

(a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.

(b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and receipted for or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY:

Housing and Community Development Manager
Community Development Division
Community and Economic Development Department
P.O. Box 14250
Fort Lauderdale, Florida 33302

AS TO THE PROPERTY OWNER:

Jean Francois Zarre and Jawanda Zarre
1173 Chateau Park Drive
Fort Lauderdale, Florida 33311

(c) Any such notices shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same has been deposited in the mail.

16. SEVERABILITY. If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of the Agreement shall not be effected thereby.

17. INTEGRATION. This Agreement and all exhibits attached hereto, specifically referenced within, shall constitute the entire agreement between City and Participant; no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

18. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County for the purpose of any litigation that may arise out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

Safceea B. Ali
Safceea B. Ali
[Witness print or type name]

Marcella J. Degan
MARCELLA J. DEGAN
[Witness print or type name]

CITY OF FORT LAUDERDALE

[Signature]
Mayor

[Signature]
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

WITNESSES:

PROPERTY OWNER:

[Signature]
David Harvey
[Witness-print or type name]

[Signature]
HELEN J. McDONALD
[Witness-print or type name]

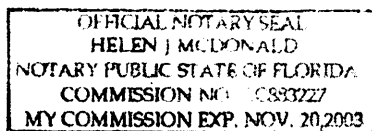
By Jean - F. FRANCOIS ZARRE
Jean Francois Zarre
[Print or type name]

By [Signature]
Jawanda L. Zarre
[Print or type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29 OF FEB.,
2001, by JEAN & JAWANDA ZARRE. He/She is personally known to me or has
produced FL. DRIVERS LICENSES as identification and did not (did) take an
oath.

(SEAL)



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

HELEN J. McDONALD
Name of Notary Typed,
Printed or Stamped

Nov. 20, 2003
My Commission Expires:
0883227
Commission Number

