

RESOLUTION NO. 25-11 (CRA)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY ACCEPTING THE PROPOSAL OF CENTRAL COUNTY COMMUNITY DEVELOPMENT CORPORATION AND APPROVING THE SALE FOR NOMINAL VALUE OF REAL PROPERTY LOCATED AT 660 NW 22<sup>ND</sup> ROAD, 708 NW 22<sup>ND</sup> ROAD, 712 NW 22<sup>ND</sup> ROAD, 716 NW 22<sup>ND</sup> ROAD, 744 NW 22<sup>ND</sup> ROAD, 800 NW 22<sup>ND</sup> ROAD, AND 808 NW 24<sup>TH</sup> AVENUE, FORT LAUDERDALE, FLORIDA 33311, SUBJECT TO CONDITIONS; APPROVING THE COMMERCIAL CONTRACT AND ADDENDUM; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE THE COMMERCIAL CONTRACT, ADDENDUM, CONVEYANCE INSTRUMENTS AND RELATED DOCUMENTS; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Lauderdale Community Redevelopment Agency ("CRA"), an agency authorized under Chapter 163, Part III of the Florida Statutes, was created to eliminate "slum and blight" and to stimulate community redevelopment; and

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida (the "City") known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (herein referred to as the "Redevelopment Area"); and

WHEREAS, by adoption of Resolution No. 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995, and was amended in 2001 by Resolution No. 01-86, in 2002, by Resolution No. 02-183, in 2013, by Resolution No. 13-137, in 2016, by Resolution No. 01-86, in 2002, by Resolution No. 02-183, in 2013, by Resolution No. 13-137, in 2016, by Resolution No. 16-52 and, in 2018, by Resolution No. 18-226, and as may be subsequently amended (the "Redevelopment Plan"); and

WHEREAS, on November 21, 2024, the Fort Lauderdale Community Redevelopment Agency, published a Notice of Intent, (the "RFP") to accept proposals to dispose and develop CRA property, the legal description is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, on January 6, 2025, the CRA received two proposals from Central County Community Development Corporation, a subsidiary of the Urban League of Broward County, in partnership with Ellavoz Impact Capital, LLC and Broward County Minority Builders Coalition, Inc. and Shumer Capital Corporation for the acquisition and development of the Property; and

WHEREAS, on February 26, 2025, the RFP Evaluation Committee reviewed and scored the proposal and ranked Central County Community Development Corporation ("CCCCDC") in first position; and

WHEREAS, on March 11, 2025, the CRA Advisory Board unanimously accepted the ranking of the Evaluation Committee; and

WHEREAS, the CRA Board of Commissioners finds the proposal received by Central County Community Development Corporation demonstrates that, along with its partners, it has the financial capacity, legal ability, development experience and qualifications to develop this Project; and

WHEREAS, the development of Legacy Village as described in City Commission Agenda Memorandum #25-0330 will expand the supply of and provide affordable housing within the Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That the Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. The governing body of the Fort Lauderdale Community Redevelopment Agency hereby approves an award and sale of the property for \$40.00, located at 660 NW 22<sup>nd</sup> Road, 708 NW 22<sup>nd</sup> Road, 712 NW 22<sup>nd</sup> Road, 716 NW 22<sup>nd</sup> Road, 744 NW 22<sup>nd</sup> Road, 800 NW 22<sup>nd</sup> Road, and 808 NW 24<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311, as legally described in Exhibit "A" attached hereto, to Central County Community Development Corporation and authorizes execution of the Commercial Contract and Addendum, in substantially the form attached hereto as Exhibit "B", and any and all other documents or instruments necessary or incidental to consummation of the transaction without further action or approval of this body. Further, conveyance of the Property shall be subject to a Right of Reverter in favor of the CRA and its successors and/or assigns, restrictions on the sale of the Property, restrictions on the occupancy

of the Property by qualified households and such other conditions as described in the Addendum to the Commercial Contract.

SECTION 3. That the governing body of the CRA delegates authority to the Executive Director and/or his or her designee to execute the Commercial Contract, Addendum, Conveyance Instruments and all other documents or instruments necessary or incidental to consummation of the transaction, including without limitation, the Quit Claim Deed, subordination agreements, releases and other closing documents, without further action or approval of this body. The Executive Director or his or her designee is delegated authority to modify the terms, take further actions, and make such further determinations he or she deems advisable in furtherance of the goals and objectives of the Redevelopment Plan, but reserving unto the governing body the authority to modify the restrictive covenants and right of reverter set forth in the Addendum to the Commercial Contract.

SECTION 4. Pursuant to Section 163.380(3)(a), Florida Statutes, an Invitation for Proposals to sale and develop Fort Lauderdale Community Redevelopment Agency property located at 660 NW 22<sup>nd</sup> Road, 708 NW 22<sup>nd</sup> Road, 712 NW 22<sup>nd</sup> Road, 716 NW 22<sup>nd</sup> Road, 744 NW 22<sup>nd</sup> Road, 800 NW 22<sup>nd</sup> Road, and 808 NW 24<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311 (the "Property") in the Northwest-Progresso-Flagler Heights Community Redevelopment Area was published in the Sun-Sentinel. The CRA Board of Commissioners hereby ratifies and approves issuance and publication of the Invitation for Proposals to sale and develop the Property.

SECTION 5. That execution of the Commercial Contracts, Addendum, Conveyance Instrument, and other instruments shall be subject to the approval of the CRA's General Counsel.

SECTION 6. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this 15<sup>th</sup> day of April, 2025.



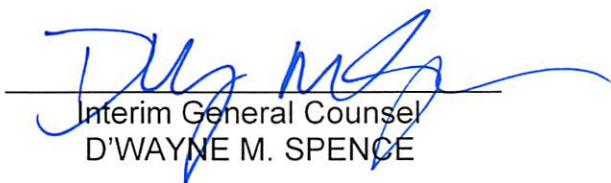
Chair  
DEAN J. TRANTALIS

ATTEST:



CRA Secretary  
DAVID R. SOLOMAN

APPROVED AS TO FORM  
AND CORRECTNESS:



Interim General Counsel  
D'WAYNE M. SPENCE

Dean J. Trantalis Yea

John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Ben Sorensen Yea

**Exhibit "A"**  
**Legal Description**

**PARCEL #1:**

**660 NW 22 Road**

Lot 8, of Block 13, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1990)

**PARCEL #2:**

**708 NW 22 Road**

Lot 13, of Block 11, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1820)

Together with:

**712 NW 22 Road**

Lot 12, of Block 11, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1810)

Together with:

**716 NW 22 Road**

Lot 11, of Block 11, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1800)

**PARCEL #3:**

**744 NW 22 Road**

Lot 16, of Block 10, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1550)

**PARCEL #4:**

**800 NW 22 Road**

Lot 12 and 13, Less the West 5 Feet Thereof, in Block 1, of "FRANKLIN PARK", According to the Plat Thereof, Recorded in Plat Book 21, Page 3 of the Public Records of Broward County, Florida.

(Property ID 5042 05 08 0080)

:

Together with

**808 NW 24 Avenue**

.

Lot 14 and 15, Less the West 5 Feet Thereof, in Block 1, of "FRANKLIN PARK", According to the Plat Thereof, Recorded in Plat Book 21, Page 3 of the Public Records of Broward County, Florida.

(Property ID 5042 05 08 0100)

**Exhibit "B"**

## Commercial Contract

1. PARTIES AND PROPERTY: Central County Community Development Corporation ("Buyer")

agrees to buy and Fort Lauderdale Community Redevelopment Agency ("Seller")

agrees to sell the property at:

Street Address: 660 NW 22nd Road, 708, 712 and 716 NW 22nd Road, 744 NW 22nd Road, 800 and 808 NW 24th Avenue

Legal Description: See Exhibit "A" attached

and the following Personal Property: None

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 40.00

(a) Deposit held in escrow by: \$ 0.00  
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: \_\_\_\_\_ Phone: \_\_\_\_\_

(b) Additional deposit to be made to Escrow Agent

☐ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within \_\_\_\_\_ days after Effective Date \$ 0.00

(c) Additional deposit to be made to Escrow Agent

☐ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within \_\_\_\_\_ days after Effective Date \$ 0.00

(d) Total financing (see Paragraph 5) \$ 0.00

(e) Other \$ \_\_\_\_\_

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid  
via wire transfer.

\$ 40.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before May 1, 2025, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be ~~3 days from the date the counter offer is delivered.~~ The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or ~~na~~. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(a) **Closing Date:** This transaction will be closed on see Addendum (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, ~~Financing and Due Diligence~~ periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Broward County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

### **5. THIRD PARTY FINANCING:**

**BUYER'S OBLIGATION:** On or before \_\_\_\_ days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed \_\_\_\_% of the purchase price or \$\_\_\_\_, with a fixed interest rate not to exceed \_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_% with points or commitment or loan fees not to exceed \_\_\_\_% of the principal amount, for a term of \_\_\_\_ years, and amortized over \_\_\_\_ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within \_\_\_\_ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☒ other Quit Claim Deed, ~~free of liens, easements and encumbrances of record or known to Seller,~~ but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) See Addendum

~~provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as~~

~~(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☐ Buyer's expense and within \_\_\_\_ days after Effective Date or at least \_\_\_\_ days before Closing Date deliver to Buyer (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed~~

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

incurred as a basis for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

**(b) Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

**(c) Survey:** (check applicable provisions below)

(i.) ☐ Seller will, within \_\_\_\_ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

\_\_\_\_\_, prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☐ Buyer will, at ☐ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

**(d) Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ \_\_\_\_\_ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** Buyer will, at Buyer's expense and within 120 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent ☒ without Buyer's consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, ~~taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.~~

(c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; ~~originals of those assignable~~ service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. ~~Seller will transfer security deposits to Buyer.~~ Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) ~~**Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.~~

(e) ~~**Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.~~

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. ~~If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.~~

**10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

~~**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.~~

~~**14. DEFAULT:**~~

~~(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.~~

~~(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.~~

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

#### 17. DISCLOSURES:

**(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

~~**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 6(e).~~

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

~~**(d) Energy Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.006, Florida Statutes.~~

#### 18. RISK OF LOSS:

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** none  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) \_\_\_\_\_

**(b) Buyer's Broker:** none

**Buyer** ( ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller and Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

**22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

<input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
<input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input type="checkbox"/> Buyer's Attorney Approval
<input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Seller's Attorney Approval
<input type="checkbox"/> Seller Representations	<input type="checkbox"/> Seller Financing	<input checked="" type="checkbox"/> Other <u>See Addendum</u>

**23. ADDITIONAL TERMS:**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

**ATTENTION: SELLER AND BUYER**

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

***Central County Community Development Corporation***

\_\_\_\_\_  
(Signature of Buyer) Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Buyer) Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Buyer) Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Buyer) Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Buyer's Address for purpose of notice \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

***Fort Lauderdale Community Redevelopment Agency***

\_\_\_\_\_  
(Signature of Seller) Date: \_\_\_\_\_

***Rickelle Williams*** Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

Title: ***Executive Director*** Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Seller) Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Seller) Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Seller's Address for purpose of notice: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

**Exhibit "A"**

**PARCEL #1:**

**660 NW 22 Road**

Lot 8, of Block 13, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1990)

**PARCEL #2:**

**708 NW 22 Road**

Lot 13, of Block 11, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1820)

Together with:

**712 NW 22 Road**

Lot 12, of Block 11, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1810)

Together with:

**716 NW 22 Road**

Lot 11, of Block 11, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1800)

**PARCEL #3:**

**744 NW 22 Road**

Lot 16, of Block 10, of "WASHINGTON PARK", According to the Plat Thereof, Recorded in Plat Book 19, Page 22 of the Public Records of Broward County, Florida.

(Property ID 5042 05 01 1550)

**PARCEL #4:**

**800 NW 22 Road**

Lot 12 and 13, Less the West 5 Feet Thereof, in Block 1, of "FRANKLIN PARK", According to the Plat Thereof, Recorded in Plat Book 21, Page 3 of the Public Records of Broward County, Florida.

(Property ID 5042 05 08 0080)

:

Together with

**808 NW 24 Avenue**

Lot 14 and 15, Less the West 5 Feet Thereof, in Block 1, of "FRANKLIN PARK", According to the Plat Thereof, Recorded in Plat Book 21, Page 3 of the Public Records of Broward County, Florida.

(Property ID 5042 05 08 0100)

**ADDENDUM TO  
COMMERCIAL CONTRACT**

**SELLER TO BUYER**

**PARTIES:**           **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, an agency created under F.S. Part III, Chapter 163, whose mailing address is 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311 (hereinafter, "SELLER" or "CRA")

-and-

**CENTRAL COUNTY COMMUNITY DEVELOPMENT CORPORATION**, a Florida not-for-profit corporation, whose principal address is 560 NW 27<sup>th</sup> Avenue, Fort Lauderdale, FL 33311 (hereinafter, "BUYER")

**PROPERTY:**       **SEE COMMERCIAL CONTRACT (the "Property")**

The following Addendum amends the Commercial Contract, and the parties do hereby agree as follows:

**1. Purchase.** Subject to the terms and conditions of the Commercial Contract, as amended by this Addendum, Seller shall sell to Buyer, and Buyer shall accept from Seller, all of Seller's right, title and interest in the Property, subject to a right of reverter and Declarations of Restrictive Covenant in favor of Seller with respect to affordable housing requirements, profit receipts, prohibited uses and other reservations in favor of the Seller, subject to taxes for the year of closing and subsequent years, matters of plat, reservations, restrictions, easement, covenants and conditions of record, governmental regulations, matters of record, unpaid code violations, unpaid utility bills and special assessments.

**1.1. Check, if applicable**\_\_\_\_\_ **Apply**\_\_\_\_\_ **NA**\_\_\_\_\_ **Do Not Apply.**  
**Appropriation of Funds.** This Agreement is not valid or enforceable until the Board of Commissioners has appropriated sufficient funds for this transaction.

**1.2** Seller reserves the right to withdraw its offer to sell the Property(s) pursuant to the Commercial Contract if the Contract and Addendum are not signed by both parties on or before May 1, 2025.

**2. Closing Date.** This transaction shall be closed, and the deed and possession of the Property shall be delivered, within twenty (20) days after Buyer provides proof of sufficient funds to design and construct the Project (as defined herein). Buyer shall have 36 months from the Effective Date of this Agreement to secure financing and the requisite development approvals and close on conveyance of the Property. Seller, in its capacity as Owner of the Property hereby agrees to cooperate fully with Buyer in securing development permits and approvals. All expenses incurred by Buyer in obtaining the permits and authorizations for development of the site shall be the

responsibility of Buyer and the Seller shall have no liability for the permitting or application costs associated with development of the site for which Seller is not responsible. Authority is hereby delegated to the Executive Director to execute any agreements or amendments respecting extension or acceleration of the Closing Date.

**2.1 Place of Closing.** Closing shall be at the office of the closing agent selected for this transaction.

**2.2 Closing Statement.** The Closing Agent shall prepare the Closing Statement.

**2.3 Sale of Land.** Buyer acknowledges that the Property is appraised for \$827,380 as determined by an appraisal conducted by Vance Real Estate Service dated August 8, 2024. In consideration of Buyer's development of this Project to revitalize the community redevelopment area and to create affordable housing, Seller is conveying the land to Buyer for nominal consideration, subject to certain conditions and rights of reverter. The instrument of conveyance will provide that if Buyer conveys or transfers the Property or if the owners of Buyer, or its assignee, transfers, conveys or sells its interest in Buyer or accepts an agreement for deed, then the Seller, or its successor, the City of Fort Lauderdale, shall receive 100% of the proceeds from the sale of the Property, without credit, setoff or deduction for closing costs, including broker's or finder's fees or commissions, associated with the transfer of the Property less \$40.00. For the avoidance of doubt, so long as Buyer transfers its right, title and interest to the Property to a to be formed entity, Legacy Village FTL, LLC or any other entity which Buyer controls, is controlled by, or is under common control with Ellavoz Impact Capital LLC and Broward County Minority Builders Coalition, Inc. for no (\$0) consideration other than an interest in the to be formed entity, this Section 2.3 shall not apply.

### **3. Closing and Project.**

**3.1 Invitation.** F.S. 163.370(2)(c)(7) and (2)(e)(2) permits community redevelopment agencies to acquire real property for certain proscribed purposes. Further, F.S. 163.380 requires community redevelopment agencies to invite proposals for development of CRA owned property. On November 21, 2024, the CRA issued a Notice of Intent to Accept Proposals to Acquire and Develop Fort Lauderdale Community Redevelopment Agency Properties on NW 22<sup>nd</sup> Road and NW 24 Avenue in the Northwest-Progresso- Flagler Heights Community Redevelopment Area and Notice of Public Hearing on Tuesday, April 15, 2025, at 2:30pm ("Notice of Intent") and invited proposals for development of the Property. The notice provided in part as follows:

It is the intent of the CRA to select the proposer(s) who submits an offer to purchase and development proposal that, as determined by the CRA Board of Commissioners, in its sole discretion:

1) Is in the best public interest of the CRA and promotes or facilitates the furtherance of the goals, objectives and policies of the NPF CRA Plan; and is Most Responsive to the Requirements of the RFP;

**3.2 Project.** According to Buyer's Proposal, Buyer intends to construct a mixed-use development with affordable rental units for income qualified tenants and

commercial retail space (the "Project"). The Project as described in Buyer's Response and Commission Agenda Memorandum #25-0330 (CAM) is attached hereto as Exhibit "5". In the event of a conflict between the Buyer's Response and the CAM, the CAM shall control.

Seller is conveying the Property to Buyer with the understanding that Buyer will develop, design and construct a project in accordance with the proposal submitted by Buyer in response to the Notice of Intent issued by the Seller and in compliance with the Northwest-Progresso-Flagler Heights Community Redevelopment Plan and at closing, Buyer shall execute a Restrictive Covenant in favor of Seller and the City of Fort Lauderdale, providing in part that Buyer shall submit a site plan of the project for approval by the Seller or if Seller has dissolved, the City, within three (3) years of closing on the Property, subject to matters outside the control of Buyer, and will complete development of the site within five (5) years of closing on the Property, subject to force majeure. The site plan and proposed development shall demonstrate to the satisfaction of Seller how the proposed development conforms and satisfies the objective of the CRA plan.

**3.3 Conveyance.** Seller's conveyance of title to the Property shall be by Quit Claim Deed and subject to, a Declaration of Restrictive Covenant and restrictions on sale of the Property, taxes for the year of closing and subsequent years, reservations, restrictions, easements, matters of plat, covenants and conditions of record, governmental regulations, unpaid code violations, unpaid utility bills and special assessments and matters of record. Seller shall not be liable to cure any title defects. Buyer shall secure evidence of title during its due diligence period. If Buyer is unable to secure marketable title, then its sole remedy is to terminate this Agreement on or before the end of the Cancellation Period of the Due Diligence Period (defined below).

**3.4 Owner's Title Insurance Policy and Other Closing Costs.** The expense of the Owner's Title Insurance Policy for the Property(s), lien searches, title defects, unsatisfied code violations, unpaid utility bills and special assessments, taxes on the deed and other closing costs shall be paid by the Buyer except for Seller's attorney's fees. Certified, confirmed and ratified special assessment liens as of the Closing Date shall be paid by Buyer.

**3.5 Closing Documents and Conditions.** The Seller obligation to close is subject to the Buyer providing satisfactory evidence that it has sufficient financing or equity to design and construct the Project and has secured the necessary development approvals to commence construction. Buyer shall provide such documents as reasonably requested by Seller.

**3.5.1** At Closing, Buyer shall execute, deliver and record a Restrictive Covenant, in form and substance acceptable to and in favor of the Seller, that it will lease the residential units to income qualified households as set forth in the CAM and charge affordable rents for a minimum of five years starting from the date the first tenant occupies the Property. In addition, Buyer will record a Restrictive Covenant in favor of the Seller prohibiting certain uses on the Property for a minimum of five (5) years starting from the date the first tenant occupies the Property. Prohibited uses are described as non-permitted uses as provided in the City of Fort Lauderdale Unified Land Development Regulations ("ULDR") and the following: (i) adult uses as such term is defined in Section 47-18.2 of the

ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space); or (iv) liquor store; or (v) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on the date the first tenant occupies the Property.

3.5.2 The Quit Claim Deed shall contain a right of reverter which will be released when a Certificate of Occupancy is issued for the Project. Notwithstanding, the Seller will subordinate its right of reverter in favor of a construction/permanent lender.

#### **4. Inspections, Testing and Examination.**

(a) Buyer shall be provided a period ("Due Diligence Period") for investigation, testing and examination of the Property as set forth herein. The "Due Diligence Period" shall be a period starting with the Effective Date of this Agreement and ending **one hundred twenty (120) days** thereafter. During the Due Diligence Period, Buyer shall have the absolute right, through its agents, servants, employees and contractors, to enter upon the Property for the purpose of investigation, discovery, inspection and testing of the Property, including, without limitation soil testing and boring, environmental studies or any other testing Buyer determines to be necessary or appropriate to the evaluation to receive title to the Property, including inspection as provided in paragraph 7(b) of the Contract. Seller agrees to cooperate, at no expense to Seller, in regard to Buyer's efforts to obtain all relevant information respecting the investigation, discovery and testing, providing to Buyer within **ten (10) days** of the Effective Date hereof copies of (i) Seller's books and records respecting any previous environmental assessments of the Property, including those books and records, owner's title insurance policy or survey in the possession of Seller or any of its agents.

(b) In connection with such inspection, there shall be no invasive tests that can or may cause damage to the Property unless Buyer has received Seller's prior written approval of such tests. The Seller's Executive Director is authorized hereby to provide such written approval of such tests on behalf of the Seller. All such entries shall be at the risk of Buyer; Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents and contractors, under this Paragraph. Upon completion of Buyer's investigations and tests and in the event this transaction does not close, the Property will be restored to the same condition as it existed before Buyer's entry upon the Property. Buyer's obligations under this Paragraph and paragraph 7 (b) of the Commercial Contract shall survive termination of this Contract except such liability shall expire upon expiration of the applicable statute of limitation of the cause of action.

**5. Extension of time.** In the event Buyer's investigation reveals a need for the parties to extend the times under this Contract, then either the (i) Due Diligence Period (Paragraph 7 (b) of the Commercial Contract and 4 of the Addendum), or (ii) Closing Date (§2 of the Addendum) or both (i) or (ii) may be extended by written instrument signed by both Seller and Buyer. As to the Seller, the Seller's Executive Director shall have the authority to execute any such instrument extending time under this § 5 of the Addendum, but in no event shall the extension exceed one (1) year.

6. **Right of Cancellation.** Buyer shall have the absolute and unqualified right to terminate and cancel this Contract by delivering written notice of such cancellation to Seller no later than 5:00 PM on the fifth (5<sup>th</sup>) business day after the Due Diligence Period has elapsed.

7. **Leases.** Conveyance of title to the Property shall be free of any leasehold interests or claims by persons in possession of the Property, except for N/A.

8. **Possession and Occupancy.** Other than recorded reservation of interests and easement rights in the Property(s) in favor of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, the City of Fort Lauderdale, Broward County and any other governmental authority, title, use, possession and occupancy of the Property(s) shall pass to Buyer at Closing.

9. **Personal Property.** All of Seller's personal property shall be removed from the Property(s) by the Seller prior to Closing.

10. **Service Contracts.** Seller represents and acknowledges that there are no Service Contracts, except maybe lot clearing contracts, concerning the Property(s) and Seller will not enter into any service contracts concerning the Property(s) prior to or after the Closing which would bind Buyer or the Property(s) without the written consent of Buyer, which may not be unreasonably withheld.

11. **Destruction or Condemnation of the Property(s).**

(a) In the event that all or any portion of the Property(s) is damaged or destroyed by any casualty or by a taking or condemnation under the provisions of eminent domain law after the Effective Date but prior to the Closing, Seller shall give Buyer prompt written notice of same ("Condemnation/Casualty Notice").

(b) Within **fifteen (15) days** after receipt of the Condemnation/Casualty Notice, Buyer shall have the option of (i) taking the Property in "AS IS" condition at the agreed upon purchase price, together with an assignment of the insurance proceeds, if any, or (ii) terminating this Agreement, Contract and Addendum by delivery of written notice to Seller. If the Closing date falls within such **fifteen (15) day** period, the Closing date shall be extended until the day after the expiration of the **fifteen (15) day** period.

(c) In the event Buyer elects under subsection (b)(i) above to take Property(s) in "AS IS" condition, then Seller shall, upon Closing, assign to Buyer all claims of Seller under or pursuant to any casualty insurance coverage, or under any provisions of eminent domain law, as applicable, and all proceeds from any such casualty insurance or condemnation awards received by Seller on account of any such casualty or condemnation, as the case may be (to the extent the same have not been applied by Seller prior to the Closing Date to repair the resulting damage), and there shall be no reduction in Purchase Price (except that in connection with a casualty covered by insurance, Buyer shall be credited with the lesser of the remaining cost to repair the damage or destruction caused by such casualty or the amount of the deductible under Seller's insurance policy, if any, [except to the extent such deductible was expended by Seller to repair the resulting damage]).

## **12. Representations and Warranties.**

**12.1** CRA hereby represents and warrants the following to Buyer:

(a) **Authority.** Seller has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Contract. Seller has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement, and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. The individual executing this Agreement on behalf of the Seller is duly authorized and has the power and authority to enter into a binding agreement on behalf of Seller.

(b) **Enforceability.** This agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditor's rights and general equitable principles.

(c) **No Bankruptcy or Dissolution.** No "Bankruptcy/Dissolution Event" (as defined below) has occurred with respect to Seller. As used herein, a "Bankruptcy/Dissolution Event" means any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation, death or incapacity.

(d) **Litigation.** Except as disclosed in Exhibit 1, to the best of our knowledge, Seller has received no written notice of any pending or threatened action, litigation, condemnation or other proceeding against the Property(s) or against Seller with respect to the Property(s), nor is Seller aware of any such pending or anticipated action or litigation regarding the Property or against Seller with respect to the Property(s).

(e) **Compliance.** Except as disclosed in Exhibit 2 to the best of our knowledge, Seller has received no written notice from any governmental authority having jurisdiction over the Property(s) to the effect that the Property(s) is not in compliance with applicable laws, ordinances, rules or regulations.

(f) **Foreign Person.** Seller is not a "foreign person" within the meaning of the Internal Revenue Code, and at Closing, Seller shall deliver to Buyer an affidavit to such effect. Seller acknowledges and agrees that Buyer shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be amended from time to time, and Seller shall act in accordance with all reasonable requirements of Buyer in order to affect such full compliance by Buyer.

(g) Updated Certification. At Closing, the Seller shall provide to Buyer an updated certification certifying that all the above representations and warranties of the Seller continue to be true and correct and remain in full force and effect.

**12.2** Buyer hereby represents and warrants the following to FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, which representations and warranties shall survive closing:

(b) Power and Authority. Buyer has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement, and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. The individual executing this Agreement on behalf of the Buyer is duly authorized and has the power and authority to enter into a binding agreement on behalf of Buyer.

(b) Good Standing. Buyer is duly organized, validly existing and in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida.

(c) Valid and Binding Obligation. This Agreement, and the documents to be executed and delivered by Buyer in connection with the consummation of this Agreement, are and shall be valid and binding upon Buyer in accordance with their respective terms and conditions.

(d) No Violation of Law, Agreements, etc. The execution, delivery and performance by Buyer of this Agreement are not precluded or proscribed by, and will not violate any provision of any existing law, statute, rule or order, decree, writ or injunction of any court, governmental department, commission, board, bureau, agency or instrumentality, and will not result in a breach of, or default under any agreement, mortgage, contract, undertaking or other instrument or document to which Buyer is a party or by which Buyer is bound or to which Buyer or any portion of the Property is subject.

(e) Speculation. The Buyer does not seek to acquire the Property for purposes of land banking or speculation but intends to develop the Property in a fashion that complies with the objectives of the Northwest-Progresso-Flagler Heights Redevelopment Plan and Florida Statute, Part III, Chapter 163.

**13. Computation of Days.** In computing any period of time expressed in day(s) in this Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

**14. Notices.** All notices, requests and consents hereunder to any party, shall be deemed to be sufficient if in writing and (i) delivered in person, (ii) delivered via facsimile or via e-mail, if a confirmatory mailing in accordance herewith is also contemporaneously made, (iii) duly sent by

first class registered or certified mail, return receipt requested, and postage prepaid or (iv) duly sent by overnight delivery service, addressed to such party at the address set forth below (or at such other addresses as shall be specified by like notice):

**BUYER:** Central County Community Development Corporation  
560 NW 27<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Attn:  
Phone:  
Email:

**SELLER:** Rickelle Williams, Executive Director  
Fort Lauderdale Community Redevelopment Agency  
101 NE 3<sup>rd</sup> Avenue, Suite 1430  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5129  
FAX: (954) 828-5021  
RickelleWilliams@fortlauderdale.gov

with a copy to:  
D'Wayne M. Spence, Interim General Counsel  
Fort Lauderdale Community Redevelopment Agency  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5042  
Dspence@fortlauderdale.gov

All such notices and communications shall be deemed to have been given when transmitted in accordance herewith to the foregoing persons at the addresses set forth above; provided, however, that the time period in which a response to any such notice must be given shall commence on the date of receipt thereof; provided, further, that rejection or other refusal to accept or inability to deliver because of changed address for which no notice has been received shall also constitute receipt. The respective attorneys for Seller and Buyer are authorized to send notices and demands hereunder on behalf of their respective clients.

**15. Documents for Closing.** All documents for closing prepared by Seller shall be submitted to Buyer for approval at least two (2) days prior to Closing.

**16. Brokers.** Seller and Buyer warrant and represent to each other that N/A has been employed with respect to the sale of the Property and that Buyer is obligated to pay a commission of N/A (0%) at Closing without credit, deduction or setoff against the Purchase Price or any other funds owed to Seller. Other than as represented above, neither this Contract nor any subsequent transaction between Seller and Buyer involving the Property has been brought about through the efforts of any other Broker. Seller and Buyer agree that in the event of a breach of this warranty and representation, the offending party shall indemnify and hold the non-offending party harmless with respect to any loss or claim for brokerage commission, including all reasonable attorneys' fees and

costs of litigation through appellate proceedings. This paragraph shall survive expiration of this Contract.

**17. Proceeds of Sale.** All payments made by Buyer shall be made in the form of U.S. currency, or escrow account check drawn on the account of the Title Insurance Agent or Attorney licensed to practice law in the State of Florida or wire transfer of funds or equivalent drawn on a financial institution with branches in Broward, Miami-Dade or Palm Beach County which must have at least one branch in Broward County.

**18. Purchase "As Is".** Subject to the provisions herein, Buyer acknowledges that it has performed, or will perform pursuant to this Contract, sufficient physical inspections of the Property in order to fully assess and make itself aware of the physical condition of the Property, and that Buyer is purchasing the Property in an "AS IS" condition. Except as may be expressly set forth herein, Buyer acknowledges that the Seller has made no other representations or warranties as to the condition or status of the Property and that Buyer is not relying on any other representations or warranties of the Seller, any broker(s), or any agent of Seller in purchasing the Property. Except as may be expressly set forth herein, Buyer acknowledges that neither Seller nor any agent of Seller has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

- (a) The nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
- (b) The income to be derived from the Property or the marketability of title to the Property;
- (c) The suitability of the Property for any and all activities and uses which Buyer may conduct thereon;
- (d) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (e) The habitability, merchantability or fitness for a particular purpose of the Property; or
- (f) Any other matter with respect to the Property.

Without limiting the foregoing, Seller does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any hazardous substances, as hereinafter defined, at, on, under or about the Property or the compliance or non-compliance of the Property with any laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws") other than the representation that the Seller has not received any notice from any governmental agency of any violation of any Hazardous Substance Laws relating to the Property. For purposes of this Contract, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of

Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance laws. Hazardous Substances shall also include Radon Gas. Buyer further acknowledges that neither Seller nor any agent of Seller has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Property other than as may be specifically set forth in this Contract.

At closing, Buyer shall acknowledge that it has completed its own due diligence of the Property and shall acquire the Property based on Buyer's informed judgment as to the matters set forth herein.

**19. Check \_\_\_\_, if applicable. Disclosure Of Beneficial Interest(s).** If the Seller is a partnership, limited partnership, corporation or if title to the Real Property is held by Seller in any other form of representative capacity, as more particularly set forth in § 286.23, Florida Statutes, then, simultaneous with the Contract being submitted to the Buyer, Seller must submit to the Seller Attorney a public disclosure notice in writing, under oath and subject to the penalties for perjury ("Public Disclosure"). The Public Disclosure must be executed by the chief executive officer of the Seller and must state his or her name and address and the name(s) and address (es) of each and every person having a beneficial interest in the Property; provided, however, disclosure of beneficial interests in nonpublic entities shall not be required as to persons or entities holding less than five (5%) per cent of the beneficial interest in the Seller.

(b) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for sale to Buyer is exempt from the provisions of this Section.

(c) If the Seller is an individual or individuals, no Public Disclosure is required.

**20. Conflict.** In the event of any conflict or ambiguity between this Addendum and the underlying Contract that it modifies, this Addendum shall control.

**21. Expenses of Closing.** The premium for an Owner's policy of title insurance and Documentary Stamps on the deed of conveyance shall be paid by Buyer in accordance with Florida Statute Sec. 201.01 (2017).

**22. Miscellaneous.**

(a) Incorporation of Exhibits. All exhibits attached and referred to in Contract and Addendum are hereby incorporated herein as fully set forth in.

(b) Time of the Essence. Time is of the essence of this Agreement.

(c) Severability. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(d) Interpretation. Words used in the singular shall include the plural and vice-versa, and any gender shall be deemed to include the other. Whenever the words "including", "include" or "includes" are used in this Contract, they should be interpreted in a non-exclusive manner. The captions and headings of the Paragraphs of this Contract are for convenience of reference only and shall not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibits and Paragraph references in this Contract shall be deemed to refer to the Exhibits and Paragraphs in this Contract. Each party acknowledges and agrees that this Contract (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties, and (c) shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Contract, the parties agree that any ambiguity in the language of the Contract is to not to be resolved against Seller or Buyer but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Contract and the intent of the parties as manifested hereby.

(e) No Waiver. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Contract, nor shall it be deemed to be a waiver by such party of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by such party while the other party continues to be so in default.

(f) Consents and Approvals. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder shall not be unreasonably withheld, delayed or conditioned.

(g) Governing Law. The laws of the State of Florida shall govern this Contract.

(h) Third Party Beneficiaries. Except as otherwise expressly provided in this Contract, SELLER and Buyer do not intend by any provision of this Contract to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

(i) Amendments. This Agreement may be amended by written agreement of amendment executed by all parties, but not otherwise.

(j) Jurisdiction: Venue. Each party hereby consents to the exclusive jurisdiction of any state or federal court located within the jurisdiction where the Property is located. Each party further consents and agrees that venue of any action instituted under this Contract shall be proper solely in the jurisdiction where the Property is located and hereby waives any objection to such venue.

(k) Waiver of Trial by Jury. The parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract. This waiver

shall apply to any subsequent amendments, renewals, supplements or modifications to this Contract. In the event of litigation, this Contract may be filed as a written consent to a trial by the court.

(l) Proration of Taxes. If applicable, in accordance with Florida Statutes, Section 196.295, Seller, at closing, shall pay to the Broward County Tax Collector an amount equal to the current year's taxes prorated to the date of transfer of title, together with any taxes or special assessments due for prior and future years. The Seller shall be required to place in escrow with the Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the Property. The escrowed funds shall be used to pay any ad valorem taxes and special assessments due and the remainder of taxes which would otherwise have been due for the current year shall stand cancelled. Upon payment of the final bill, if additional funds in excess of the escrowed balance are owed, upon demand from the Buyer, the Seller shall immediately remit the difference to the Tax Collector in U.S. Funds. This provision shall survive closing.

(m) Rights Reservation. Intentionally Omitted.

(n) Sovereign Immunity. Nothing herein shall be construed or deemed a waiver of sovereign immunity in favor of Seller pursuant F.S. Section 768.28 (2017).

(o) Buyer's Option To Effectuate A Tax Free Exchange.

(1) Buyer, at Buyers' option, may elect to have the subject transaction treated as a tax deferred exchange of real estate pursuant to § 1031, Internal Revenue Code.

(2) This Contract may be assigned to a qualified intermediary for the purposes of completing the exchange. The Seller shall be notified in writing when and if this assignment is made.

(3) Seller shall cooperate with Buyer in effecting the exchange of property contemplated hereby and execute such documents as may be necessary to effectuate the §1031 tax deferred exchange, provided that Seller shall be held harmless from any and all loss, liability, costs, claims, demands, expenses, claims, damages, actions, causes of actions, and suits (including, without limitation, reasonable attorney's fees and costs of litigation, if any), and Seller shall not be exposed to, suffer or incur any additional cost, expense, liability or diminution of title to the Property as a result of cooperation in this like-kind exchange.

(4) If Buyer elects the like kind exchange, the closing contemplated by the Contract shall not be delayed without the written consent of Seller.

**23. Default.** In the event Seller or Buyer fails to close or if Buyer is unable to receive marketable title to the Property, the sole remedy for each party is to terminate the Contract at which time both parties shall be released from liability except for those matters which survive closing. Neither party shall be entitled to a claim for damages, to seek specific performance or to pursue any other legal or equitable remedies against the other except for matters which survive closing.

**24. Assignment.** Buyer may assign its right, title and interest under this Agreement to a to be formed entity, Legacy Village FTL, LLC or any other entity which Buyer controls, is controlled by, or is under common control with Ellavoz Impact Capital LLC and Broward County Minority Builders Coalition, Inc. At least three (3) days before Closing, such assignment shall be presented to Seller in writing in which the assignee agrees to assume all obligations under this Agreement and shall otherwise be in form and content acceptable to Seller. Assignment of this Agreement shall not be deemed a release of Buyer.

**25. Affidavits.** Upon execution of this Agreement, Buyer shall sign the Foreign Entity Affidavit, the form of which is attached hereto as Exhibit "3" and Anti-Human Trafficking Affidavit attached hereto as Exhibit "4".

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**WITNESSES:**

**FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY**, an  
agency created pursuant to F.S. Part III,  
Chapter 163

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

By: \_\_\_\_\_  
Rickelle Williams, Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
David R. Soloman, CRA Secretary

APPROVED AS TO FORM AND CORRECTNESS:  
D'Wayne M. Spence, Interim General Counsel

By: \_\_\_\_\_  
Lynn Solomon, Assistant General Counsel

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by **Rickelle Williams**, Executive Director of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida (Signature of Notary  
taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

WITNESSES:

**CENTRAL COUNTY COMMUNITY  
DEVELOPMENT CORPORATION, a**  
Florida not-for-profit

\_\_\_\_\_

[Witness print or type name]

\_\_\_\_\_

[Witness print or type name]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of **Central County Community Development Corporation**, a Florida not-for-profit. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida (Signature of Notary  
taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

**EXHIBIT "1"**

**PENDING LITIGATION  
RESPECTING  
PROPERTY:  
NONE**

**EXHIBIT "2"**

**Notice(s) from Governmental Authority  
that PROPERTY is not in compliance with  
laws, ordinances, rules or regulations**

**None**

**EXHIBIT "3"**

**FOREIGN ENTITY AFFIDAVIT**

### 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:

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: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

State of Florida at Large (Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT "4"**  
**ANTI-HUMAN TRAFICKING AFFIDAVIT**



**CITY OF FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY**

The undersigned, on behalf of \_\_\_\_\_  
(Print entity's complete legal name as registered with suffix INC, LLC, LTD, LP, PA, etc.)  
a \_\_\_\_\_ nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,  
(State entity is registered)  
hereby deposes and says:

1. My name is \_\_\_\_\_  
(Print complete name of corporate officer/authorized representative)
2. I am an \_\_\_\_\_ officer or \_\_\_\_\_ authorized representative (Select one) of the  
Nongovernmental Entity. My title is: \_\_\_\_\_  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as  
defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.  
Affiant stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida  
Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related  
Offenses."

Under penalties of perjury, I declare that I have read the foregoing Anti-Human  
Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_ FEIN No.: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_  
(Print name of corporate officer/representative)

(NOTARY SEAL)

(Signature of Notary Public – State of \_\_\_\_\_)

Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT "5"**  
**CAM 25-0330**  
**BUYER'S PROPOSAL**



**CITY OF FORT LAUDERDALE**  
**City Commission Agenda Memo**  
**CRA BOARD MEETING**

**#25-0330**

**TO:** CRA Chairman & Board of Commissioners  
Fort Lauderdale Community Redevelopment Agency

**FROM:** Susan Grant, Acting CRA Executive Director

**DATE:** April 15, 2025

**TITLE:** Public Hearing Accepting the Development Proposal of The Central County Community Development Corporation in Partnership With Ellavoz Impact Capital, LLC and Broward County Minority Builders Coalition, Inc. and Approving the Sale of Community Redevelopment Agency Property Located at 660 NW 22 Road, 708, 712 and 716 NW 22 Road, 744 NW 22 Road and 800 and 808 NW 24 Avenue ; Authorizing the Executive Director to Execute Any and All Related Instruments; and Delegating Authority to the Executive Director to Take Certain Actions - **(Commission District 3)**

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**Recommendation**

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners hold a Public Hearing to accept the development proposal of The Central County Community Development Corporation, in partnership with Ellavoz Impact Capital, LLC and Broward County Minority Builders Coalition, Inc. to purchase and develop CRA property at 660 NW 22 Road (Property ID 5042 05 01 1990) , 708, 712 and 716 NW 22 Road ( Property ID 5042 05 01 1820, 5042 05 01 1810 and 5042 05 01 1800), 744 NW 22 Road (Property ID 5042 05 01 1550) and 800 NW 22 Road and 808 NW 24 Avenue (Property ID 5042 05 08 0080 and 5042 05 08 0100), authorize the Executive Director to execute any and all related instruments; and delegate authority to the Executive Director to take certain actions.

**Background**

On November 21, 2024, the Community Redevelopment Agency Published a Notice of Intent to Accept Proposals to Acquire and Develop Fort Lauderdale Community Redevelopment Agency Properties on NW 22 Road and NW 24 Avenue in the NPF CRA Area. The properties consisted of 4 parcels along a four block area encompassing 9 vacant lots conveyed in "As Is" condition by the City of Fort Lauderdale to the CRA between October 2017 and April 2024 including:

Parcel No 1 - 660 NW 22 Road – Approximately 5,003 square feet  
(Property ID 5042 05 01 1990)

Parcel No 2 – 708, 712, and 716 NW 22 Road – Approximately 15,312 square feet  
(Property ID 5042 05 01 1820, 5042 05 01 1810 and 5042 05 01 1800)

Parcel No 3 – 744 NW 22 Road – Approximately 5,004 square feet  
(Property ID 5042 05 01 1550)

Parcel No 4 – 800 NW 22 Road and 808 NW 24 Avenue – Approximately 17,036 square feet  
(Property ID 5042 05 08 0080 and 5042 05 08 0100)

The parcels are zoned a combination of Community Business (CB) and RMM 25 – Residential Multi-family. The properties have an appraised value of \$827,380. A copy of the Location Map, Request for Proposal Notice, Broward County Property Appraiser Information and Appraisal Summary of the Property are attached as Exhibits 1, 2, 3 and 4.

Detailed submittal requirements were outlined in the RFP. Along with their proposal, the RFP required the proposers submit their Purchase Offer for the property and that their proposal include the development of all four parcels.

On January 6, 2025, two proposals were received from:

- The Central County Community Redevelopment Corporation, a subsidiary of the Urban League of Broward County, in partnership with Ellavoz Impact Capital, LLC and Minority Builders Coalition, Inc.
- Shumer Capital Corp.

An Evaluation Committee was established for reviewing and scoring the proposals. The Evaluation Committee consisted of:

- Avis Wilkinson, City of Fort Lauderdale Assistant Housing and Community Development Manager, and
- Corey Ritchie, Fort Lauderdale Community Redevelopment Agency Project Manager
- Eleni Ward-Jankovic, CRA Housing and Economic Development Manager

The Evaluation Committee then met on February 26, 2025 to score the two proposals and determine whether they wanted to hear presentations from the two proposals at a follow-up meeting. They decided that a follow-up meeting was not necessary and instead proceeded with their final ranking of the proposals using the Evaluation Criteria stated in the RFP. A mathematical formula is used to determine the scoring for each proposal based on the weighted criteria in the RFP.

## **RFP WEIGHED EVALUATION CRITERIA**

<b>Is in the best interest of the CRA and promotes or facilitates the furtherance of the goals, objectives and policies of the NPF CRA Plan and is most responsive to the requirements of the RFP.</b>	33.33%
Demonstrates quality construction, materials and features of the structure and site, and	33.33%
Demonstrates the financial capacity, experience, qualifications and abilities best suited to carry out such proposal.	33.33%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

Each Evaluation Committee member ranked each proposal by each criteria, giving their first ranked proposal a number 1 and the second ranked proposal a number 2. The lowest point score determines the highest ranking with the top ranked proposer receiving the lowest score, the second top ranked proposer receiving the second lowest score, and so on. This ranking is provided to this Advisory Board. A complete breakdown of the scoring by the Evaluation Committee and final ranking is attached as Exhibit 5.

Based on the RFP Evaluation Committee scoring, the ranking of proposers are as follows:

<b>RFP EVALUATION COMMITTEE RANKING</b>		
<b>RANKING</b>	<b>PROPOSER</b>	<b>TOTAL POINTS</b>
1	The Central County Community Development Corporation, a subsidiary of the Urban League of Broward County, in partnership with Ellavoz Impact Capital, LLC and Minority Builders Coalition, Inc	3
2	Shumer Capital Corp	6

#### **First Ranked**

**The Central County Community Development Corporation, a subsidiary of the Urban League of Broward County, in partnership with Ellavoz Impact Capital, LLC and Minority Builders Coalition, Inc**

#### **Legacy Village Project**

The top ranked proposer recommended by the Evaluation Committee, The Central County Community Development Corporation, is a subsidiary of the Urban League of Broward County, and is in partnership with Ellavoz Impact Capital, LLC and Broward County Minority Builders Coalition, Inc. They propose to create a new single purpose entity for the project "Legacy Village FTL, LLC" with Central County Community Development Corporation taking the lead in the partnership. The project architect is Design2Form, an award winning African American architectural firm.

Central County Community Development Corporation (CCCCDC) is a nonprofit corporation certified by the State of Florida as a Community Housing Development Organization (CHDO) and nationally certified by the U.S. Department of Treasury as a Community

Development Financial Institution (CDFI). These designations allow them to leverage private capital investments as well as state and federal dollars to address economic development needs in the community. Broward County Minority Builders Coalition is a 501c(3) nonprofit corporation.

They propose a total of 64 affordable apartment housing units scattered over the four parcels consisting of sixty (60) one and two bedroom units and four (4) three bedroom live-work units. The live-work units will be constructed on Parcels 1 and 3 in three story buildings, each with 754 Square feet of ground floor commercial space. The sixty (60) one and two bedroom units will be constructed on Parcels 2 and 4 consisting of:

Parcel 2: A six story building (Legacy Living II) with balconies, structured parking, 34 affordable apartment units and a 8,000 square foot wellness center on the first floor.

Parcel 4: A four story building (Legacy Living I) with balconies, structured parking and central atrium with 26 affordable apartment units and first floor amenity space.

11 units will be affordable at 50% AMI

14 units will be affordable at 60% AMI, and

35 units will be affordable at 80% AMI

The Developer is also working with two long time major stakeholders on this corrido, who made historic contributions to the area including Carmen Shirley, whose family operated a medical family practice at 720 NW 22 Road (Calvin H Shirley Road) and Scurry Funeral Home at 738 NW 22 Road. They have provided Letters of Support for the Developer in the re-imaging and integrating of their properties in their redevelopment plans, including a future healthy market with roof top community urban garden.

The Developer is requesting donation of the CRA Property (Purchase Offer of \$40) and is not seeking any CRA funding assistance for the \$20.88 million project.

They propose starting the project in 2025 and completing it in 2027. A copy of the Proposal by the Central County Community Development Corporation is attached as Exhibit 6.

**On March 5, 2025, the second ranked proposer, Shumer Capital Corporation, contacted the CRA and withdrew their proposal from consideration along with giving their support to the Central County Community Development Corporation.**

At their meeting of March 11, 2025, the NPF CRA Redevelopment Advisory Board unanimously accepted the ranking of the Evaluation Committee and recommended approval of a purchase and development Central County Community Development Corporation. A copy of the minutes of the meeting are attached as Exhibit 7.

#### Consistency with NPF CRA Community Redevelopment Plan

The Redevelopment Program seeks to preserve and expand affordable housing, commercial development and job opportunities. The NPF CRA Community Redevelopment Plan is designed in part to stimulate private development of areas. The Project is consistent with NPF CRA Plan which provides for direct physical improvements to enhance the overall environment, improve the quality of life, promote public private partnerships, and investment in the area. In addition, per the Future Land Use Plan and CRA Plan, redevelopment and housing opportunities for low and moderate income households within the CRA should be encouraged.

Land assembly may be used as a government intervention technique or predominant method of redevelopment programming to foster private redevelopment. In connection with

those programs, projects or activities where land assembly for private disposition and use is deemed appropriate, the purpose, intent and objectives of the Redevelopment Plan shall be protected. Prior to disposition of any such public property acquired directly in connection with the Redevelopment Plan, the City or CRA shall approve conditions of control deemed appropriate at the time to facilitate the intended program, project or activity while adequately protecting the intent and objectives of the Redevelopment Plan.

#### **Resource Impact**

There will be a positive impact to the CRA in the amount of \$40 for unbudgeted revenues received from the property sale.

Funds available as of March 12, 2025						
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT	
20-119-1531-552-369- 900-CRA092504	Development Incentive Improvement Program FY25	Miscellaneous Revenue/Other Misc Revenue	\$0	\$0	\$40	
TOTAL AMOUNT ►					\$40	

#### **Strategic Connections**

This item is a *FY2025 Commission Priority*, advancing the Affordable Housing and Economic Development initiatives.

This item supports the *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Business Growth and Support Focus Area
- Goal 6: Build a Diverse and Attractive Economy
- The Housing Focus Area
- Goal 2: Enable Housing Options for All Income Levels

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

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan*, specifically advancing:

- The Business Development Focus Area
- The Economic Development Element
- Goal 2: Enhance the economic competitiveness of Fort Lauderdale through policies and encourage retention and recruitment of businesses and industry which provide

living wage employment and increased training and competitiveness in the local workforce.

- The Neighborhood Enhancement Focus Area
- The Housing Land Use Element
- Goal 2: Sustainable Development: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.
- The Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing, housing for low-income, very low-income, and moderate-income families, mobile homes, and group home facilities and foster care facilities, with supporting infrastructure and public facilities.
- Goal 2: Be a community of beautiful and healthy neighborhoods.

### **Attachments**

Exhibit 1 – Location Map

Exhibit 2 – Request for Proposal Notice

Exhibit 3 – Broward County Property Appraiser information

Exhibit 4 – Appraisal Summary

Exhibit 5 – RFP Evaluation Committee Scoring and Final Ranking

Exhibit 6 – Proposal – Legacy Village / Central County Community Development Corporation in partnership with Ellavoz Impact Capital, LLC and Minority Builders Coalition, Inc.,

Exhibit 7 – March 11 NPF CRA Redevelopment Advisory Board Minutes

Exhibit 8– Commercial Contract and Addendum

Exhibit 9 – Resolution

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Prepared by: Bob Wojcik, AICP, CRA Housing and Economic Development Manager  
Clarence Woods, CRA Manager

Acting CRA Executive Director: Susan Grant

# THE LEGACY VILLAGE



 **CENTRAL COUNTY**  
COMMUNITY DEVELOPMENT CORPORATION  
A SUBSIDIARY OF THE URBAN LEAGUE OF BROWARD COUNTY

 **ELLAVOZ**  
SMART CLOSET

 **MBC**  
MOVIEBY OUTDOOR CONSTRUCTION, INC.

## THE LEGACY VILLAGE

A vibrant and cohesive residential community designed to embrace mixed incomes and diverse uses, serving as a catalyst for reimagining and revitalizing NW 22nd Road.



This initiative aims to create a safe, healthy, and nurturing environment where families can thrive and businesses can prosper.

### SUBJECT:

Response to Request For Proposal To Acquire and Develop Fort Lauderdale Community Redevelopment Agency Properties on NW 22 Road and on NW 24 Avenue

### PROPOSER:

Central County Community Development Corporation, a subsidiary of the Urban League of Broward County in partnership with Ellavoz Impact Capital, LLC, and Mnerity Builders Coalition, Inc.

### ADDRESS

560 NW 27th Avenue  
Fort Lauderdale, FL 33311

### TELEPHONE

954.564.0777

January 6, 2025



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-provided electronically to CRA staff-

## COVER LETTER

SECTION ONE



"THE GREATNESS OF A COMMUNITY IS MOST  
ACCURATELY MEASURED BY THE  
COMPASSIONATE ACTION OF ITS MEMBERS."

---

CORETTA SCOTT KING  
LEGACY ELDER

---



January 6, 2025

Mr. Bob Wojcik  
CRA Housing and Economic Development Manager  
Fort Lauderdale Community Redevelopment Agency (CRA)  
914 NW 6th Street, Suite 200  
Fort Lauderdale, FL 33311

RE: NOTICE OF INTENT TO ACCEPT PROPOSALS TO ACQUIRE AND DEVELOP FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY PROPERTIES ON NW 22 ROAD AND ON NW 24 AVENUE

Dear Mr. Wojcik:

The Central County Community Development Corporation Inc., a subsidiary of the Urban League of Broward County, in partnership with Ellavoz Impact Capital, LLC and Minority Builders Coalition, Inc., appreciates the opportunity to respond to the notice of intent to accept proposals to acquire and develop Fort Lauderdale Community Redevelopment Agency properties on NW 22 Road and on NW 24 Avenue. Our goal for this multi-site development is to create a cohesive, vibrant attractive residential community of mixed incomes and mixed uses and to utilize this opportunity of investment to be catalytic in reimagining and reviving NW 22nd Road to a safe, healthy, and nurturing environment for families to live and businesses to thrive. As an equity partner and co-developer, our intent with Legacy Village is to highlight the significant history of the target area, co-create with legacy landowners and community stakeholders, and to advance the intersectionality of health, housing, economic development and public safety through intentional community redevelopment.

Since 1975, the Urban League of Broward County, led by Dr. Germaine Smith Baugh, has been serving residents of Broward County and provides a myriad of programs in the areas of: housing, health, entrepreneurship, education, justice and jobs. To directly address the challenges related to economic and community development through affordable housing and small business lending, the Urban League created a subsidiary, Central County Community Development Corporation (CCCDC). The CCCDC is certified by the State of Florida as Community Housing Development Organization (CHDO) and nationally certified by the U.S. Department of Treasury as a Community Development Financial Institution (CDFI). These two designations have allowed the CCCDC to leverage millions in private capital investments as well as state and federal dollars to address the economic development needs of our local community.

The Broward County Minority Builders Coalition, Inc. (dba Minority Builders Coalition, Inc.), led by Brian C. Johnson, President/CEO, is an equity partner and co-developer in the proposed project.

560 NW 27th Avenue • Fort Lauderdale, FL 33311  
Tel. 954.584.0777 | Fax 754-200-5750  
www.cccdc.org

For nearly 54 years, MBC has also been a valuable community asset in addressing the housing needs of residents living in Broward County's urban core. As such, MBC is a leading nonprofit developer/manager of affordable housing for moderate/low-income families and seniors. Furthermore, MBC has been the leading advocate and support service provider for MWBE construction related firms throughout South Florida for more than five decades.

Ellevest Impact Capital (EIC), led by Robert Hutchins, is an equity partner and co-developer in the proposed project. EIC is a social impact investor, advisor, asset manager, and real estate developer focused on sponsoring, developing and owning workforce and affordable housing assets and other community-oriented real estate properties. EIC currently has nearly \$350 million in assets under management. Its current investments are located in New Jersey, Florida, South Carolina, Minnesota, and New York. While national in scope, EIC seeks to geographically concentrate its investments to spark community revitalization. Current assets include single-family, multifamily, and mixed-use properties.

Our proposed project builds on decades of experience in community and economic development, as well as family support services, including health jobs, entrepreneurship, and housing. The Central County CDC and its partners recognize the historic contributions that many families have made to this area. The proposed project honors the legacy of families like ours by committing to preserving the vital resources (including healthcare services, small business support, and healthy food options) these families have provided to our communities.

This proposal incorporates a comprehensive viewpoint of the current state of the target area and its needs, including public safety and health, while providing a realistic approach to its future development. With time and investment from legacy entities like the community partners included in the proposal we strongly believe that this community can be a safe, nurturing and healthy place for families to raise their children, for elders to age with dignity, and professionals to be groomed for the health disciplines. This proposal provides opportunities for affordable rental units, introduces live/work ownership options, and wellness facilities aimed at supporting women and family health. Through co-creation with legacy landowners and property acquisitions, additional phases can include the consideration of adding a food pharmacy in the form of an appropriately sized groce, community gardens, and other economic drivers.

This development will meet the Northwest-Progreso-Flager Heights Community Redevelopment Area Community Redevelopment Plan goals and requirements. With the local and national experience of the development team and the financial strength of each entity, we believe that this is an opportune time to create the Legacy Village Community, co-created with local landowners and community stakeholders. The proposed multi-site development will improve the quality of life for the current residents through health access and public safety, introduce new residents of mixed incomes through affordable residential units, promote public/private partnerships, create job opportunities for local minority owned firms, and capitalize on the social impact work of several local nonprofits.

The proposed concepts outlined in The Legacy Village will substantially transform the targeted area from one that is currently substantially blighted to an attractive new corridor where young adults, families and professionals can live and work. The modern urban design capitalizes on the current zoning and the Live Local Act provisions providing an estimated 64 residential units; along with up to 9,400 square feet of amenity space, including community meeting space, outdoor terraces, and fitness areas and introduces a wellness facility of approximately 8,900 square feet. Additionally, our strategic uses will boost economic activity, and improve the social well-being, physical health and economic mobility of residents in the targeted area.

Furthermore, we intend to work with the City of Fort Lauderdale Police Department on strategies to address crime and public safety in the immediate area; Broward County Transportation to upgrade existing transportation hubs and bus sites; and State of Florida Office of Broadband to address digital access through upgraded infrastructure.

**PURCHASE OFFER**


The Central County Community Development Corporation and its partners propose affordable housing targeting AMI of 80% and below and workforce housing up to 140%. Given the rent restrictions for housing affordability and to ensure a financially viable development that can be developed, constructed, and stabilized, the purchase offer for each parcel is outlined below:

Parcel #1 - \$10; Parcel #2 - \$10; Parcel #3 - \$10; and Parcel #4 - \$10

Our concept proposal envisions an exchange of value where we are requesting the lots at minimal cost in exchange for increased community benefits including, but not limited to, affordable housing, health services and small business support.

Thank you for consideration of this concept proposal and look forward to the opportunity to partner with the City of Fort Lauderdale and the NPF-CRA on this transformative redevelopment endeavor.

Sincerely,

  
Germaine Smith Baugh, Ed.D.  
Board Chair, CCCDC and CEO, UIBC

cc: Brian C. Johnson, President/CEO, Minority Builders Coalition, Inc.  
Robert Hutchins, President, Ellavox Impact Capital, LLC.

## EXECUTIVE SUMMARY

SECTION TWO



"A GOOD DOCTOR IS ONE WHO IS CONCERNED  
ABOUT GIVING SERVICE..."

---

DR. CALVIN H. SHIRLEY  
LEGACY ELDER

---

## EXECUTIVE SUMMARY

The Central County Community Development Corporation Inc. a subsidiary of the Urban League of Broward County, in partnership with Ellavoz Impact Capital, LLC and Minority Builders Coalition, Inc. appreciates the opportunity to respond to the notice of intent to accept proposals to acquire and develop Fort Lauderdale Community Redevelopment Agency properties on NW 22 Road and on NW 24 Avenue. The Central County CDC and its partners (Ellavoz Impact Capital, LLC and Minority Builders Coalition, Inc.) are proposing to leverage the Fort Lauderdale CRA lots into the development of a broader community revitalization project that we call The Legacy Village. Our working concept, in response to this Notice of Intent, consists of a series of integrated projects that individually provide critical services to residents in our targeted area. Collectively, these integrated projects create a holistic development delivering critical services, attractive and engaging buildings, and sustainable economic activity that will transform an expansive corridor on NW 22nd Road. The target area of NW 22nd Road faces systemic barriers to economic stability and social well-being. Factors such as unemployment, healthcare access, and limited affordable housing contribute to cycles of poverty. Additionally, this target area is disproportionately affected by food insecurity, crime, and insufficient infrastructure.

The Legacy Village concept is a mixed-used, mixed-income affordable and workforce housing community "village" with multiple buildings across the available footprint, including community facilities, residential amenities, and wellness center. The primary objective of The Legacy Village is to invest in critical services aimed at enhancing the social, physical, and economic well-being of Broward residents and to enhance geographic targeted areas with documented needs for resources. This project concept builds on decades of community and economic development experience and family support services including health, jobs, entrepreneurship, and housing. Through this proposed project, assets will be aligned with critical community needs to foster community-led revitalization.

The proposed concepts outlined in The Legacy Village will substantially transform the targeted area from one that is currently substantially blighted to an attractive new corridor where elders, young adults, families and professionals can live and work. The modern urban design envisions an estimated 64 residential units; along with up to 9,400 square feet of amenity space, including community meeting space, outdoor terraces, and fitness areas and introduces a wellness facility of approximately 8,900 square feet. Additionally, our strategic uses will boost economic activity, and improve the social well-being, physical health, and economic mobility of residents in the targeted area.

The Central County Community Development Corporation and Ellavoz Impact Capital, as lead developer and guarantors respectively, for the Legacy Village, have the financial capability to undertake this multi-site development. Financial projections are based on initial project concept, design, and market conditions. These assumptions are subject to change based on the modifications to the project by the Fort Lauderdale CRA or applicant.

Our goal for this multi-site development is to create a cohesive, vibrant, attractive residential community of mixed incomes and mixed uses and to utilize this opportunity of investment to be catalytic in reimagining and reviving NW 22nd Road to a safe, healthy, and nurturing environment for families to live and businesses to thrive.

## DEVELOPMENT TEAM INFORMATION

SECTION THREE



"YOU MUST BE BOLD, BRAVE, AND COURAGEOUS  
AND FIND A WAY...TO GET IN THE WAY."

---

JOHN LEWIS  
LEGACY ELDER

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## DEVELOPMENT TEAM

### Principal Address for Proposer



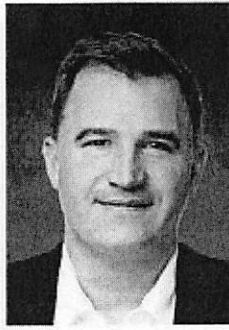
560 NW 27th Avenue  
Fort Lauderdale, FL 33311

### Project Contact Information



**GERMAINE  
SMITH-BAUGH, ED.D.**

PRIMARY CONTACT  
Central County Community  
Development Corporation  
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954-625-2502  
[Gebaugh@ulbca.org](mailto:Gebaugh@ulbca.org)  
[www.ulbca.org](http://www.ulbca.org)



**JEFF CRUM**

Elevo2 Impact Capital, LLC  
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903-531-1419  
[jeff@elevo2.com](mailto:jeff@elevo2.com)  
[www.elevo2.com](http://www.elevo2.com)

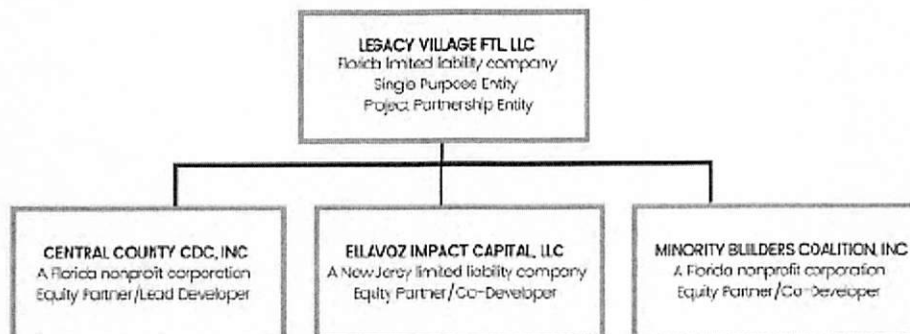


**BRIAN C. JOHNSON**

Minority Builders Coalition, Inc.  
FIN: 23-7170074  
954-792-1121 ext.16  
[BJohnson@minoritybuilders.org](mailto:BJohnson@minoritybuilders.org)  
[www.minoritybuilders.org](http://www.minoritybuilders.org)



## PROJECT MANAGEMENT STRUCTURE



### Management Structure

The Central County Community Development Corporation is the applicant for this notice for property development on NW 22nd Road and NW 24 Avenue. Upon the approval of the application by the City of Fort Lauderdale, the Central County CDC along with its co-development partners will form a new special purpose entity—Legacy Village FTL LLC—for the purposes of acquiring the land, financing the development projects, constructing the buildings, and providing services to stabilize and manage the community development activities. Presently, there is an executed memorandum of agreement between the Central County CDC and Eliavoz Impact Capital that outlines the roles and responsibilities of the parties and the creation of the Project Partnership Entity. It is anticipated that the Project Partnership Entity will enter into an Agreement with the City of Fort Lauderdale CRA that details the intended goals and objectives of the partnership and the development.

PARTNER	ROLE SUMMARY
Central County Community Development Corporation, Inc.	Communication with City/County officials and incorporate project recommendations; negotiate final agreement with the City of FL CRA; coordinate with co-developers and oversee development process and project management; manage development accounting with partners; liaison with community stakeholders
Eliavoz Impact Capital, LLC	Provide capital market services to raise equity, debt, and subsidy resources for the Project; negotiate capital terms and manage the closing of construction and permanent capital; assist with land development activities including oversight of Project professional management; and oversee development accounting with lead developer.
Minority Builders Coalition, Inc.	Support and assist with development planning; conduct construction planning and oversight; oversee local contractor participation and serve as community liaison



## **ORGANIZATION HISTORY + PROJECT TEAM BACKGROUND**

### **CENTRAL COUNTY COMMUNITY DEVELOPMENT CORPORATION**

Serving residents of Broward County since 1975, the Urban League of Broward County provides a myriad of programs in the areas of: housing, health, entrepreneurship, education, justice and jobs to more than 14000 annually. To directly address the challenges related to economic development through housing development and small business lending, the Urban League created a subsidiary, Central County Community Development Corporation (CCCDC). The CCCDC is certified by the State of Florida as a Community Housing Development Organization (CHDO) and nationally certified by the U.S. Department of Treasury as a Community Development Financial Institution (CDFI). These two designations have allowed the CCCDC to leverage private capital investments as well as state and federal dollars to address economic development needs of our local community.

The CCCDC has directly developed 200+ residential units, a significant portion of this development involved the rehabilitation and resale of foreclosed homes to assist low to moderate income families under the federal Neighborhood Stabilization Program. Additionally, the CCCDC has been selected by Broward County's Housing Finance and Community Redevelopment Division in three competitive rounds to finance, construct, and sell single-family homes in the Broward Municipal Service District, creating 40+ new homes with other nonprofit developers and neighborhood revitalization efforts. We have partnered with for profit developers to develop a 224-unit affordable housing community in Pompano Beach, Florida and as a co-developer worked on its capitalization strategy, including tax credits. The Community Empowerment Center, a 28,000 square foot community and administrative building in the heart of Fort Lauderdale redevelopment area was master developed by the Urban League, including entitlement, design, construction, stabilization, and property management of the Center. Presently, we have assembled the largest number of acres by a social nonprofit organization to develop a mixed income affordable housing development (169 residential units) including community facilities. As the master developer, we successfully navigated the entitlement and up-zoning process with no community challenges to the process in public forums where unanimous votes of elected bodies were gained at both the City and County level.

The CCCDC is a nonprofit corporation with a nine-member Board of Directors. The Board of Directors is chaired by the President and CEO of the Urban League of Broward County. There is an operating agreement between the CCCDC and the Urban League for shared services, including human resources, marketing, and accounting. The staff includes an executive vice president, director of housing development, and a project manager.

## CENTRAL COUNTY COMMUNITY DEVELOPMENT CORPORATION

### Key Staff + Personnel



**GERMAINE SMITH-BAUGH, ED.D.**

Dr. Germaine Smith Baugh is the President and CEO of the Urban League of Broward County and the Chair of the Central County Community Development Corporation. In this role, she directs and manages all aspects of the Urban League and its subsidiaries, including financial, governance, operations, fundraising, and communications. Through Dr. Baugh's leadership efforts, the work of the Urban League is well respected throughout the region and is nationally recognized as a pace setter affiliate amongst Urban League affiliates.

Dr. Baugh's development experience includes developing and constructing a 28,000 square foot community center and administrative offices, negotiating partnerships with for profit developers and municipalities, and conducting a comprehensive entitlement process for a 469 affordable residential unit development in the City of Oakland Park. She is a fierce advocate for minority participation in community development projects. Dr. Baugh brings her analytical and strategic partnership building skills to advance social and economic initiatives. She serves on national, state, and local boards, including the Florida Community Loan Fund, Grounded Solutions Network, and the Greater Fort Lauderdale Alliance.



**COURTNEE BISCARDI**

Courtnee M. Biscardi serves as Executive Vice President for the Urban League of Broward County. As Executive Vice President, Mrs. Biscardi oversees the Urban League's Community Development Financial Institution (CDFI) and Community Development Housing Organization (CHDO), the Central County Community Development Corporation (CCCDC). Ms. Biscardi's team ensures access to training, technical assistance and capital for qualified minority and women owned small businesses through the Small Business Loan Fund and affordable housing opportunities through its housing development efforts.

Ms. Biscardi, holding a Masters of Public Administration, has dedicated her entire 25 year professional career to the non-profit field. For most of her career, she focused on community and economic development including fair housing, housing affordability and asset building strategies that move low-income families out of poverty to prosperity. Ms. Biscardi has also served in other community leadership roles in her tenure including technical assistance consultant for the National Urban League's Financial Empowerment Center pilot project, Chair of the Children's Services Council Strategic Plan Prosperity Committee, and Board President of Broward Alliance for Neighborhood Development (BAND). Presently, she serves as a Broward Housing Finance Agency Board Member, Board Vice-Chair of Community Reinvestment Alliance of Florida, TD Bank's Community Development Corporation Advisory Board Member, and Co-Chair of the South Florida Anchor Alliance's Small Business Technical Assistance Working Group.

CENTRAL COUNTY COMMUNITY  
DEVELOPMENT CORPORATION

Key Staff + Personnel

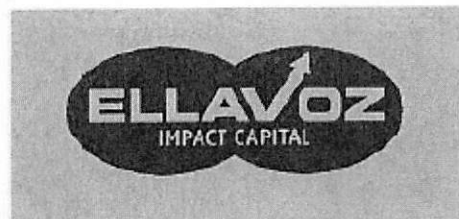


JOHN P. PANTOJA

John P. Pantoja has over 33 years of extensive experience in finance, auditing, and accounting. He previously held the finance manager position at Lucha, a prominent non-profit housing development organization in San Juan, Puerto Rico. In this role, Mr. Pantoja was responsible for the comprehensive management of budgeting and the oversight of the organization's federal, state, and grant awards under the auspices of the Department of Housing and Urban Development (HUD). His considerable expertise includes managing financial operations associated with low-income housing tax credit programs and overseeing the management of grant awards for HUD's Home and Continuum of Care initiatives.

In 2015, Mr. Pantoja played a significant role in the development of two tax credit projects in Puerto Rico: an 85-unit senior housing development and a 50-unit housing project addressing homelessness. His contributions encompassed all stages of these developments, from securing initial capital contributions to facilitating project stabilization and ensuring final capital disbursement. In January 2019, Mr. Pantoja joined the Neighborhood Housing Services of South Florida, where he actively participated in the negotiation and initial phases of developing a 75-unit multi-level building. Additionally, he played a key role in a four-unit infill affordable housing development in Broward County in 2020.

Presently, Mr. Pantoja serves as the director of housing development and social enterprise at the Urban League. Working closely with the CEO and EVP, he oversees the development of infill lots in the conveyance and pre-development stages and provides financial analysis and development oversight for Urban League's capital assets and development projects. Mr. Pantoja's expertise is critical in aligning financial strategies with the organization's mission of promoting affordable housing solutions.



## **ORGANIZATIONAL HISTORY + PROJECT TEAM BACKGROUND**

### **ELLAVOZ IMPACT CAPITAL LLC**

Ellavoz Impact Capital (EIC) is a social impact investor, advisor, asset manager, and real estate developer focused on sponsoring, developing and owning workforce and affordable housing assets and other community-oriented real estate properties. EIC's strategy concentrates investments into price attainable housing and economic development projects by working with socially aligned operators, local nonprofits, and governmental agencies to deliver positive community outcomes and double bottom line returns.

Based in Belmar, New Jersey, EIC currently has nearly \$350 million in assets under management. Its current investments are located in New Jersey, Florida, South Carolina, Minnesota, and New York. While national in scope, EIC seeks to geographically concentrate its investments to spark community revitalization. Current assets include single-family, multifamily, and mixed-use properties.

While EIC is an emerging firm, its principals have decades of experience leading large accounting firms, community development financial institutions, private institutional real estate investment offices, and nonprofit organizations. Collectively, the management team has led transactions with a total capitalization value of nearly \$2 billion.

## ELLAVOZ IMPACT CAPITAL LLC

### Key Staff + Personnel



**ROBERT HUTCHINS**

Mr. Hutchins is a Certified Public Accountant (inactive) and Certified Valuation Analyst. He was cofounder and chairman of Biotortis, Inc. and a tax Partner of WithumSmith+Brown. Mr. Hutchins is founder and chairman of Ocean Housing Alliance Inc., cofounder and treasurer of Jean Dancy & P.A.L.S., co-chairman of the American Cancer Society's Grant Research Council and trustee of Georgian Court College. He is also an advisor to Ultra High Net-Worth individuals and family offices on private equity investments. He is a recognized thought leader on impact investing strategies.



**JEFF CRUM**

Jeffrey Crum is a seasoned community development and affordable housing executive with nearly two decades of experience. Jeff spent more than a decade with New Jersey Community Capital as the firm's Chief Investment Officer and head of its real estate affiliate, Community Asset Preservation Corporation (CAPC). During his tenure, NUCC built/renovated nearly 2,500 housing units in multiple states. Jeff has also worked for nonprofits, a Low-Income Housing Tax Credit developer, and an affordable housing REIT. In total, he has worked on projects with a total capitalization of approximately \$3 billion.



**CHRIS FERRY**

Mr. Ferry has over 30 years of experience in real estate development, management and marketing. He is an expert in business development, digital marketing and branding. Mr. Ferry is laser on strategic partnerships, focusing on co-marketing opportunities. Additionally, he is responsible for site acquisition and leads the Ellavoz Impact Angel Network, which invests in student entrepreneurship through mentoring and grants. The network emphasizes clean tech and other impact investments solutions.

## ELLAVOZ IMPACT CAPITAL LLC

### Key Staff + Personnel



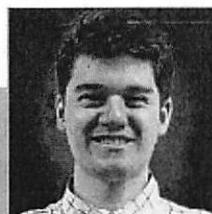
GEORGE PARNELL

Mr. Parnell, J.D., has more than 35 years of legal transactions experience. He has previously served as a Partner in the Corporate practice of the law firm Schiff Hardin LLP and as a Member of Norris McLaughlin, P.A. Mr. Parnell is the Managing Partner of Parnell Law, PLLC. His expertise includes M&A transactions, '34 Act, Registration D, private equity, and venture capital, transactional matters and organizational governance matters. Mr. Parnell is responsible for oversight of legal and administrative matters.



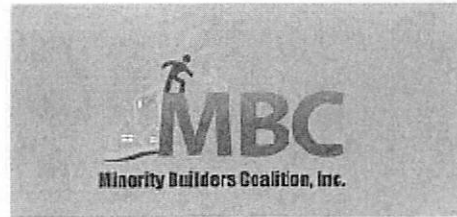
THOM LIGGETT

Thom Liggett served on the leadership teams of multiple institutionally backed investment fund service platforms with a focus on residential housing. Over \$20 Billion in capital has been deployed nationally through these platforms since 2012. Thom created national performance management standards while building and managing teams with responsibility for many thousands of assets and over \$2 Billion capital deployed. With 30+ years experience, Thom has also led over 1000 performance improvement engagements for corporate asset portfolios.



JACK MILNE

Jack Milne, Financial Analyst at Ellavoz Impact Capital, brings a unique blend of financial acumen and social impact passion to the table. He is committed to investing with a purpose, as he started as an intern with Ellavoz in February 2023. Jack leverages his analytical skills to support responsible investments while actively contributing as a Trustee for Ocean Housing Alliance. Jack graduated from Georgian Court as a magna cum laude with a degree in Finance in the Spring of 2024.



## **ORGANIZATION HISTORY + PROJECT TEAM BACKGROUND**

### **MINORITY BUILDERS COALITION INC.**

The Broward County Minority Builders Coalition (MBC) is a 501(c)(3) nonprofit corporation that was founded in 1971 under the direction of the late E. Pat Larkins, a former city commissioner and local businessman. Our mission is to:

- Enhance physical quality and affordability of homes for seniors and moderate to low-income persons in our communities
- Support the growth/viability of disadvantage businesses – particularly minority, women, and veteran owned firms, as well as race and gender neutral certified small businesses throughout South Florida
- Increase employment opportunities for local job seekers

MBC has a sound track record for the successful completion of projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors and clients while maintaining costs. Our core competencies are shaped by decades of expertise in construction planning & scheduling, contract negotiations, project estimating, architectural and engineering design review, organization & time management, safety & compliance management document preparation, building code and regulations, material purchasing, site management through certification of occupancy. For nearly 54 years, MBC has also been a valuable community asset in addressing the housing needs of residents living in Broward County's urban core.

We currently partner with various governmental entities (including City of Lauderdale, City of Coral Springs, City of Lauderdale Lakes, the City of Plantation and unincorporated Broward County) to provide new home construction and home rehabilitation services delivering critical necessary repairs so that low/moderate income families can afford to stay in their current homes. As such, we have accumulated extensive construction/rehabilitation experience in the development of single-family housing projects.

MINORITY BUILDERS COALITION INC.  
Key Staff + Personnel



BRIAN C. JOHNSON

Brian C. Johnson is the President/CEO of Minority Builders Coalition. In this role, he is one of the chief advocates for small/minority businesses across the state of Florida. He initiated the efforts that established a 30% local business participation goal for the Broward County's Transportation Surtax; projected to create \$1.5 billion in economic opportunities for MWBEs over the next 30 years. He led Broward County Public Schools Diversity Study Workgroup; which created the existing Supplier Diversity Outreach Program. He chaired the Stakeholders Workgroup that created policies and programs to increase MWBE contracting for the Solid Waste Authority of Palm Beach County.

He has also been a key contributor to disparity studies for Miami-Dade County, Miami-Dade Schools, the City of Miramar, and the City of West Palm Beach. Brian's development project experience includes coordinating creation of affordable housing for over 500 seniors and low-income families, constructing site work for a regional shopping facility, coordinating construction of over 103,000 SF of retail outbuildings and leading development of a pad for a Walmart Supercenter. Brian spent two decades of his early career working with at-risk youth across Broward County.

An ardent community contributor, he is a founding Board Member for the Broward County Black Chamber of Commerce. He served on the Board of Directors for the Greater Fort Lauderdale Alliance. He was a three-term Chair of the Broward County Small Business Development Advisory Board.



BRIAN POWELL

Brian Powell is President of Sagoma Construction Services, Inc. and Construction Manager for MBC. Brian Powell brings over 27 years of construction industry experience covering pre-construction, project engineering, on-site supervision, and project management aspects of various projects in the residential, commercial, industrial, communications and marine sectors.

Brian is the President of Sagoma Construction Services, Inc. - a Trustee Member of the Minority Builders Coalition, Inc. Brian has successfully led the firm for 15 years. He manages the overall operations of the business starting the preconstruction phase through project closeout. Brian regularly collaborates with his project staff and manages all financial aspect to ensure that each project is completed on time and within budget.

# Design2Form

Architecture • Interiors • Project Management

## ORGANIZATION HISTORY + PROJECT TEAM BACKGROUND

### DESIGN2FORM

### ARCHITECTURAL FIRM

Design2Form (D2F) is an architectural, interior design, planning, and project management firm serving Florida and Georgia. Founded in 2002, by the Owner and Principal Architect, Mr. Zarnarr T. Brown, RA, LEED AP, Design2Form strives to put forth the greatest effort possible on every project to produce a sustainable, high-quality outcome. Mr. Brown, along with his firm's key associates are experienced in a wide variety of projects including residential, commercial, educational, hospitality, healthcare, industrial, religious, and municipal facilities.

Our team strives for professionalism. With over 95 years of combined experience, we possess a wealth of knowledge to contribute to our projects. Our firm is highly experienced in public and private sector projects from the development and redevelopment of small single-site projects to large-scale projects including master planning, new construction, renovations, remodels, and other A/E services.

Working in underprivileged communities is important to us and we have had the opportunity to engage community leaders, agencies, business owners, residents, and local youth while working on various projects. Our team is honored to serve as their common voice and source of motivation and inspiration. The Design2Form team of LEED Accredited Professionals makes every attempt to maintain environmental consciousness throughout all of our work. Our Eco-friendly approach takes into consideration the life cycle, consumption of resources, waste management, and quality of life for all our projects. In the greatest effort to be green, we aim to increase energy, water efficiency, durability, and air quality and use environmentally preferable products.

D2F is a well-sought architectural firm and our commitment to excellence in the community has not gone unnoticed. We've received the 2013 Top Minority Business Award in the Outstanding Minority (Small) Business of the Year category by the Greater Miami Chamber of Commerce and the Legacy Magazine 2013 40 Under 40 Black Leaders of Today & Tomorrow. In 2021, Design2Form was recognized by the City of West Palm Beach's Community Redevelopment Agency for its innovative contributions to the West Palm Beach community.

## DESIGN2FORM ARCHITECTURAL FIRM

### Key Staff + Personnel



MR. ZAMARR BROWN

A visionary business owner, Mr. Zamarr Brown is the Owner and Principal Architect of Design2Form (D2F), an Architectural, Interior Design, Planning and Project Management Firm serving South Florida since 2002. Mr. Brown has over 22 years of experience with several facets of project types such as commercial, institutional, municipal, hospitality, inspirational, industrial, recreational, single family residential and multi-family residential facilities.

A registered Architect in the state of Florida and Georgia, Mr. Brown is a LEED Accredited Professional and a Certified CPTED Practitioner. Well respected among his peers, Mr. Brown has received several accolades from community organizations. Mr. Brown is an active member in his community and sits on the City of Opa-Locka Historic Environmental Preservation Board and annually showcases the architecture field to local public-school students in their annual Career Day event. Mr. Brown recognizes the importance of building communities by revitalizing the fabric of neighborhoods and commercial corridors through responsible, environmentally conscious and contextual embraced design. His goal on any project is to stand as a common thread uniting ideas, concepts, budgets and contexts.



JOELLE FLOWERS

Joelle Flowers is a project architect at Design2Form. She is originally from Montego Bay, Jamaica. She holds a Bachelor of Architecture (Summa Cum Laude) from Howard University in Washington, DC (2008) and a Master of Architecture in Suburb and Town Design from the University of Miami (2008). Joelle has over 16 years of experience in the Architectural field including Multi-Family Residential, Commercial, and Urban Design. Joelle has also taught as a part-time Lecturer at the University of Miami.

As a Registered Architect in Florida and LEED AP (Leadership in Energy and Environmental Design Accredited Professional), she takes special interest in Sustainable Design and Community Oriented Design. She holds an NCARB Certificate (National Council of Architectural Registration Boards), and is a member of USGBC (U.S. Green Building Council) and NOMA (National Organization of Minority Architects). Some of the notable projects that she has worked on are the Urban League of Broward County Community Empowerment Center (Fort Lauderdale, FL), Magnolia North Revitalization Project in (Opa-Locka, FL), Marlins Stadium Parking Garage (Miami, FL), 3 Miami Central (Miami, FL) and the Heart and Soul Park (West Palm Beach, FL).

## PROJECT CONCEPT + PLANS

### SECTION FOUR



"...PROVIDE FOR NEW HOUSING AND IMPROVED  
NEIGHBORHOOD SERVICES WHILE ENCOURAGING NEW  
RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITHIN AN  
URBAN VILLAGE APPROACH"

NPF - CRA PLAN



## INTRODUCTION

The Central County CDC and its partners (Elavaz Impact Capital, LLC and Minority Builders Coalition, Inc.) are proposing to leverage the Fort Lauderdale CRA lots into the development of a broader community revitalization project that we call The Legacy Village. Our working concept, in response to this Notice of Intent, consists of a series of integrated projects that individually provide critical services to residents in our targeted area. Collectively, these integrated projects create a holistic development delivering critical services, attractive and engaging buildings, and sustainable economic activity that will transform an expansive corridor on NW 22nd Road.

The Legacy Village concept is a mixed-used, mixed-income affordable and workforce housing community "village" with multiple buildings across the available footprint including community facilities, residential amenities, and wellness center. The primary objective of The Legacy Village is to invest in critical services aimed at enhancing the social, physical, and economic well-being of Broward residents and to enhance geographic targeted areas with documented needs for resources.

This project concept builds on decades of community and economic development experience and family support services, including health, jobs, entrepreneurship, and housing. Through this proposed project, assets will be aligned with critical community needs to foster community-led revitalization.

## STATEMENT OF NEED

The target area of NW 22nd Road faces systemic barriers to economic stability and social well-being. Factors such as unemployment, healthcare access, and limited affordable housing contribute to cycles of poverty. Additionally, this target area is disproportionately affected by food insecurity, crime, and insufficient infrastructure. According to HRSA ZCTA data, the target area (33311) has a population of 75,000 residents with approximately 42,000 between the ages of 18-64. The poverty rate is 28% and the rate of uninsured is 17% and 41% for health center patients. Medicaid recipients comprise 30% of the population and 52% are Medicare/private insured.

### Key Challenge #1: Health and Food Insecurity

**Maternal and Infant Mortality:** Black infants in Broward County face mortality rates nearly 3x higher than White infants. Some of the contributing factors include inadequate prenatal care, preterm births and low birth weight babies. 20% of Florida women of childbearing age lack health insurance, limiting access to prenatal care.

**Chronic Disease:** The target area has high rates of hypertension (17%), diabetes (29%), and obesity (40%), especially among minority populations. Lack of preventive care, access to healthy food, and lifestyle management resources exacerbate these issues.

**Healthcare Accessibility:** According to the HRSA, the target area of this notice of intent has healthcare options that are over 2 miles away, making it difficult to access for residents without reliable transportation.

**Limited Access to Healthy Food:** There are currently limited full-service grocery stores in this neighborhood, and few options for purchasing fresh produce and protein. Residents of the target area often rely on corner stores and fast-food outlets, which creates a food desert for the families. Poor nutrition contributes to obesity, diabetes, hypertension and heart disease. In addition, nutritional deficiencies and higher health care costs arise from limited access to fresh foods.

In summary, the health data for the target geographic area demonstrates high disparities in chronic diseases, including diabetes, heart disease, and various cancers. In addition, the area is a maternal health desert with limited OB/GYN services for women and families. The historical context of the challenges in this community related to food desert, environmental pollution, low education, and housing affordability contribute to health disparities.

### Key Challenge #2: Housing

Fort Lauderdale faces a critical need for affordable housing due to a combination of rising rents, rapidly appreciating property values, a growing population, and stagnant wages. Many working families, seniors, and professionals essential to the local economy are increasingly unable to afford housing within the city limits. Addressing this need requires a focus on developing affordable rental units and homeownership opportunities, ensuring long-term affordability, and implementing policies that promote equitable housing access for all residents. Broward County's 10 Year Affordable Housing Master Plan outlines aggressive strategies to be undertaken by local municipalities to help close this housing gap. 61% of Broward residents are burdened with housing costs meaning they spend more than 30% of their income on housing related housing-related expenses.

According to the Broward County Housing Master Plan, the dynamics driving housing affordability in Broward County have been moving in the wrong direction – housing prices and rents increasing extraordinarily faster than wages, slow higher-wage job creation, tightening vacancy rates, and rapid appreciation that permanently removes more units each year from the local market. Broward County has an affordable rental housing unit gap of 74,000 units; Fort Lauderdale ranks second among the 31 Broward County municipalities in their gap of affordable rental units.

## LEGACY ON NW 22ND ROAD

The concept for The Legacy Village was first derived from community conversations that highlighted the rich legacies associated with health and economic development that was initiated along this corridor north of the historic Sixtrunk Blvd. Today, on the corner of NW 22nd Road and Sixtrunk Blvd, there is the legacy establishment Betty's Soul Food Restaurant. On this same road other black owned businesses and family legacies were produced and supported. Particularly, there are many stories of community engagement, personal sacrifices and professional excellence that came out of the targeted area. These include, but are not limited to, the invaluable contributions of Dr. Calvin Shirley, Mr. Henry Scurry and the Minority Builders Coalition, Inc. - all of whom made significant impacts on black communities throughout Broward County while having their main offices on NW 22nd Road. The Legacy Village seeks to center their contributions, highlight their stories and continue their community impacts on black communities throughout Broward County for future generations.

Dr. Calvin H. Shirley opened his OB/GYN practice on NW 22nd Road; women ushered Dr. Calvin Shirley into expanding his practice to the entire family and community once he delivered their babies. Dr. Shirley came to Ft. Lauderdale in 1949 when there were only two other black physicians at that time, who were all practicing at Provident Hospital since 1938. Dr. Shirley had four sites across two counties from Fort Lauderdale to Delray Beach to Belle Glade providing OB/GYN care. Women paved the way to actualize the vision for family centered care to ensure the wellbeing for themselves, their families, and the community. In addition to the health offices, Dr. Shirley also believed that doctors and interns/residents benefited from living in the communities where they served patients and as a result, was ahead of his time in creating on site residential units located at the practice office.



Mr. Henry Scurry was well respected in the South Florida community as a tenured college professor at Miami Dade College for thirty-one years, including fourteen years as Department Chair. Mr. Scurry spent considerable time providing impressive subject matter knowledge to aspiring nurses, physicians and funeral directors who were required to pass his class. Mr. Scurry was a member of New Mount Olive Baptist Church in Fort Lauderdale for over 40 years, a member of the Zeta Alpha Lambda Chapter of Alpha Phi Alpha Fraternity, Inc. and the Pride of Fort Lauderdale Elks Lodge #652 and a Life Member of the National Association for the Advancement of Colored People (NAACP). He served on the Boards of United Way of Broward County and Girl Scouts of Southeast Florida and the Fort Lauderdale Cemetery System Board of Trustees.

In 1980 on NW 22nd Rd. Mr. Scurry opened Scurry Funeral Home, Ltd., which continues to exist today. For decades, Mr. Scurry was considered one of the most prominent black businessmen in Fort Lauderdale, and Scurry Funeral Home became a well-known institution in Fort Lauderdale's black community.

## LEGACY ON NW 22ND ROAD

On this same NW 22nd Road, in 1971, the Broward County Minority Builders Coalition, Inc. was founded under the leadership of the late E. Pat Larkins, a former city commissioner and local businessman, seven black and one Hispanic entrepreneur focused on uniting to create economic opportunities and promote and the collective prosperity of minority construction professionals.

MBC's formative years were spent on the property that is now the current site of Franklin Ball Bonds at 771 NW 22nd Road. Nearly 54 years later, MBC continues to be a leading nonprofit affordable housing developer and a fierce advocate for minority participation in community and economic development projects across South Florida.

Currently on NW 22nd Road, there are long tenured churches, such as Bethel Missionary Baptist Church and civic and fraternal organizations, including Kappa Alpha Psi Fraternity House. These legacies serve as a foundation for re-imagining this NW 22nd Road corridor to once again focus on economic growth, healthy living, and prosperity into the future.

### MINORITY BUILDERS COALITION FOUNDING BOARD MEMBERS (1971)





## THE LEGACY VILLAGE DEVELOPMENT CONCEPT

Building on the rich history, recognizing the current challenges and opportunities, and co-creating with community and business stakeholders, the Central County CDC and its partners introduce concept of The Legacy Village. The target area is comprised of multiple sites acquired by the Fort Lauderdale CRA along the NW 22nd Road and NW 24th Avenue.

The Central County CDC has developed a working concept for the use of the land assets which will address the following goals in the NPR CRA Implementation Plan (February 2008):

- History - The preservation and recognition of history and enhancing the general image of the area
- Housing - Provide a mixture of housing that provides housing opportunities for all segments of the community
- Connections - Internal and external connections to jobs, services, transit, and public places are important to the overall redevelopment opportunities in the area
- Economic Development - How location, past success and the tools of a local community redevelopment agency may be used to bring development opportunities to the area.

### Proposed Solution to Affordable Housing Need: Legacy Living I and II

Among the two primary sites, including the proposed acquisition of 748 NW 22nd Road, The Legacy Village proposes Legacy Living I and II, up to 60 affordable and workforce rental units, along with introducing up to 4 live/work units on the two infill sites. Legacy Living I and II proposes residential units including studios, 1 BR, and 2 BR. The live/work units proposed are 3 BR units. Residential amenities include terrace pavilions, fitness areas and community facilities. The affordable housing solution is intended to target households with 80% AMI and below and the workforce housing will target households up to 140%.

### Proposed Solution to Need for Health Access: Legacy Health

On the primary site fronting NW 22nd Road, The Legacy Village proposes approximately 8,500 square feet of space to create comprehensive, data/research informed, culturally responsive, community-based wellness hub that is female-centered and family-focused. This intersectionality of health and housing would augment existing services and address continued gaps for access to health care services with a direct focus on female-focused community health model. The wellness center will be operated in collaboration with health care partnerships with existing health care providers as well as partnerships with Medicaid and Medicare managed care plans for a sustained patient base. It will establish primary prevention health care access with office spaces for rotating specialties with an emphasis initially on women's health services.

In addition to the health care programming, the proposed development concept will include affordable residential units targeting health care professionals, including doctors in residence programs and nurses, with priority given to those working in the geographic area. This will create a live/work/learn experience supporting the goals of the initiative and addressing the challenges of affordable workforce housing. This may create expanded opportunities for partnerships with the university and college systems as well as hospital entities.

As a community of social impact organizations, we are also committed to a comprehensive approach to addressing the social determinants of health and wealth for families; therefore, engaging households on the full range of social and economic mobility resources is an imperative for a lasting and transformative change. To bring this comprehensive vision to life will require the input and support from legacy community stakeholders, potentially including, but not limited to community partnerships with entities such as, Minority Builders Coalition, Inc., Urban League of Broward County, Inc., Kandy, Inc., Broward Community & Family Health Center, Inc., Community Based Connections, Inc., Mt. Olive Development Corporation Inc., Nova Southeastern University and Broward College.



## THE LEGACY VILLAGE DEVELOPMENT CONCEPT

Additional development (related services that complement uses on CRA land)

Proposed Solution to Food Access: Legacy Healthy Market and Urban Garden

The need for a neighborhood grocery store offering healthy food options is both urgent and essential, particularly in this targeted area on NW 22nd Road. This area is considered a food desert with limited or no access to affordable and nutritious food within more than a mile. The residents in the area face significant barriers, such as distance or lack of transportation, in accessing full-service grocery stores offering fresh produce and other healthy foods. This lack of access contributes to poor dietary habits and increased prevalence of chronic health conditions like obesity, diabetes, and cardiovascular disease. For low-income families living in food deserts, the absence of nearby healthy food options often forces reliance on fast food or convenience store purchases, perpetuating cycles of poor health.

A new neighborhood-based grocery store with healthy food selections would directly address these basic community needs by providing a reliable source of fresh, affordable, and nutritious food. In doing so, it would empower residents to make healthier choices, improve community health outcomes, and reduce health disparities. We are also exploring the potential of placing an urban garden on the site where produce can be locally grown and supplied to the grocery store. Beyond meeting immediate dietary needs, a local grocery store with an urban farm, can catalyze economic development by creating jobs for community members, including positions in retail logistics, farming and management, while also fostering ancillary commercial activity by attracting nearby businesses. The store/garden can become a hub for economic activity, helping to uplift the area, increase property values, and build a stronger, more resilient community.

Infrastructure: Public Safety, Broadband and Transportation

In addition to the development of the land assets, the Central County CDC and its partners desire to address transportation needs in the area, partnering with Broward County Transportation Division to upgrade bus shelters in the target area as well as with Florida Commerce and local internet service providers to address broadband access through infrastructure improvement. In collaboration with legacy landowners in the target area, the Central County CDC and its partners have drafted concepts for the inclusion of their property in future development strategies. In addition, but as important to the physical structures, we intend to work strategically with the City Commission and the City of Fort Lauderdale Police Department to strategize on crime deterrent and prevention strategies.

## URBAN DESIGN

Integration of urban design in affordable housing is a vital approach to creating sustainable, inclusive, and vibrant communities. The Legacy Village has chosen an approach that is inclusive and yet challenges the existing status quo of the surrounding assets. The CRA Plan supports efforts of urban design and increased density with smart growth strategies. Below are some key principles and strategies.

### Mixed-Used Development

The Legacy Village integrates residential, commercial, and public spaces to create a more vibrant community on NW 22nd Road. The design encourages walkability between the sites, with ground floor activity and community services and fosters economic activity.

### Connectivity and Accessibility

Collaborating with the Broward County Transportation Department and the City of Fort Lauderdale, improving the public transportation options, including bus shelters, along the NW 22nd Road corridor would be beneficial to current and future residents of the area, enhancing mobility for residents.

### Inclusive Public Spaces

Utilizing design principles, the architects provided unique opportunities for communal living through outdoor terraces, pavilions, and community and fitness areas all of which are designed to promote social interaction and mental health.

### Sustainable Design

The residential units will incorporate energy-efficient mechanical systems, lighting, and low-flow water fixtures to reduce utility costs for residents, improve the overall air quality in units, and support global environmental sustainability goals.

### Scalability and Flexibility

The mixed residential unit typology was intentionally considered to adapt to family sizes and community needs; thereby supporting a diverse population of residents and reducing the need for relocation so families can remain in the neighborhood without being displaced by the Legacy Village's revitalization efforts.

### Preservation of Cultural Identity

Essential to The Legacy Village is the preservation of history and cultural identity and this is accomplished through design of public art on the buildings, and the intention to have a health legacy of Sistrunk also reflected in the lobbies and corridors of the wellness hub.

### Integration with Social Services

Through partnership with local nonprofit organizations, The Legacy Village will co-locate access to healthcare, financial literacy, digital access, and economic services for current residents and the surrounding with the primary goal of improving the quality of life for all residents.

By embedding these principles of urban design into the development concept of The Legacy Village, affordable and workforce housing can become more than just a shelter—it becomes a foundation for thriving communities, including health, public safety and education.



Up to 54  
Residential Units



~103,000  
Total Sq Ft.



~9400 sq ft  
Amenity Space



~8900 sq ft  
Wellness Hub





## **INTRODUCTION PLANS + RENDERINGS**

The design of The Legacy Village features a modern style that incorporates a range of textures and patterns that give interest to the buildings in a cost effective way. Textures, colors and patterns are consistent throughout the different designs for each building creating a motif that connects the buildings while allowing each to have its own identity.

### **Main Design Elements**

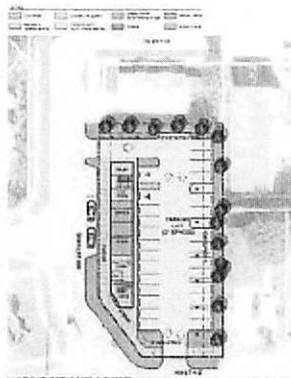
- Pattern of horizontal stucco reveals on solid walls, strategically placed to add character to the buildings and highlight key areas.
- Laser cut aluminum screen which is used as balcony railings, and to enclose open-air stairwells. The screen pattern will become a symbol of the Legacy Village, unifying the various buildings as a whole. The screen is also functional as it provides security to open-air stairwells and corridors.
- Open-air corridors and stairwells allow for natural ventilation and daylighting of these areas, which saves on building development and operational costs and also provides a healthier environment for the building residents.
- Brightly colored awnings highlighting the storefront windows on each building. All residential units have a balcony to enhance the connection to outdoors.

The result is a bright and uplifting design that will be a catalyst for additional development and growth in the neighborhood.

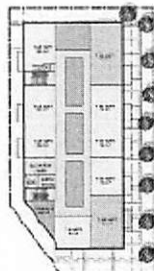


LEGACY LIVING I – CONCEPTUAL 3D RENDER

EX. OF ATRIA IN APT. BLDG.



LEGACY VILLAGE SITE PLAN



LEGACY LIVING I FLOOR PLAN

The Legacy Village proposes a 4 story residential building, Legacy Living I, with approximately twenty six (26) affordable rental units on NW 24th Ave.

#### Main Design Elements

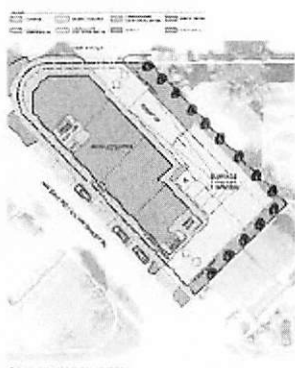
- First floor provides a liner which conceals the surface parking from the street, and includes a lobby, community room and management office as well as utility spaces and stairwells.
- CPTED strategies such as storefront design connecting the lobby, community room and management office to the street help to provide eyes on the street and activate the streetscape.
- Second floor is a dramatic transition, as the building circulation opens up to become a grand covered atrium, provides an open-air landscaped space.
- The corridors on the third and fourth floors overlook this second floor garden.
- At the North and South ends of this circulation space are two amenity spaces, possibly a play area or other garden space and a common Terrace overlooking the corner of NW 24th Avenue and NW 22nd Road.
- Both ends feature laser-cut aluminum screens in The Legacy Villages signature pattern, allowing for cross-ventilation through the building.

See Section 7 for architectural drawings

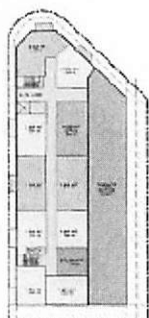


EX. OF TERRACE CONCEPT

LEGACY LIVING II - CONCEPTUAL 3D RENDER



LEGACY VILLAGE SITE PLAN



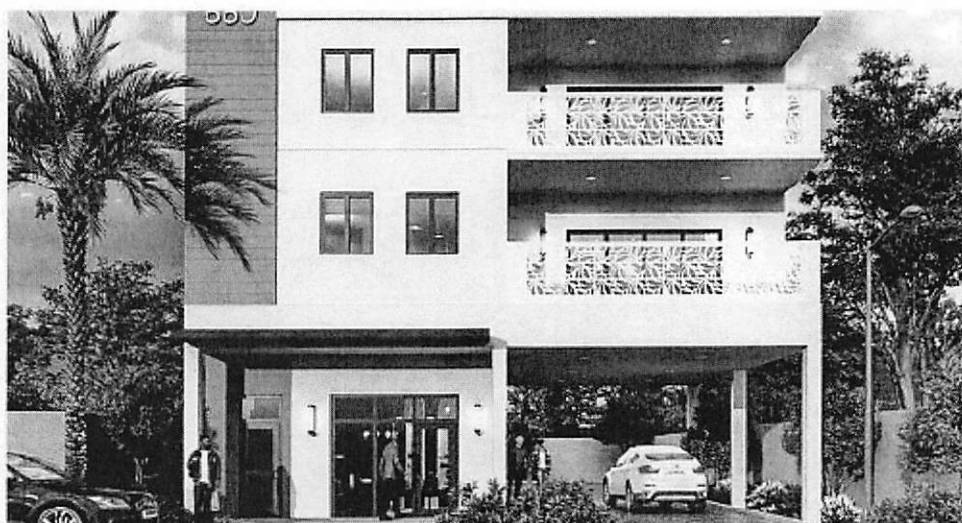
LEGACY LIVING II FLOOR PLAN

The Legacy Village proposes a six-story mixed-use residential building, Legacy Health and Legacy Living I, with approximately 34 affordable rental units and 8000 square feet of health and wellness space on the first floor.

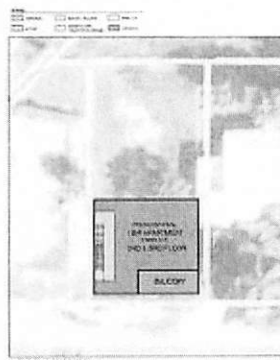
#### Main Design Elements

- Second and third floors are occupied by structured parking while the fourth through sixth floors house the residential units.
- Fourth floor optimizes space by utilizing a roof terrace over the parking structure providing amenity green space.
- Similar key elements as Living Legacy I, including laser cut screens at the stairwells and elevator lobby allow ventilation into the corridors.
- This building has an additional design feature to highlight community legacy pioneers with a focus as well on the future generations, 2nd and 3rd floor parking levels are clad with perforated metal screen custom cut with photomontage mural.

See Section 7 for architectural drawings



LEGACY LIVE/WORK- CONCEPT JAL 3D RENDER

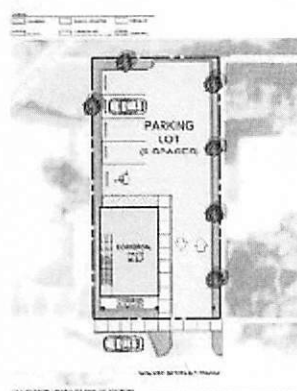


The Legacy Village proposes to introduce a live-work typology as an in-fill solution on sites 660 and 744 to the Sistrunk Corridor.

#### Main Design Elements

- Maximize the narrower lot the live-work typology features two-stacked residential units on the 2nd and 3rd Floor, with a work space on the on the 1st Floor.
- Parking is constituted in the rear of the building so that the storefront faces and connects to the street, supporting CPTED strategies.
- Each 3-BR unit has a large balcony overseeing the streetscape.

See Section 7 for architectural drawings





The Legacy Village proposes to collaborate with community stakeholders and current legacy landowners in re-imagining and co-creating the use of their property.

The concept for the Legacy Healthy Market and Urban Garden. The modern design relates to the other buildings in the project development. The market would provide a source of healthy groceries and fresh foods for the community and also cultivate a community urban garden on the rooftop.



## LEGACY VILLAGE PROJECT TIMELINE

	Task	Start Date	End Date	Total Days	Months
Overall					
	Application Submission	1/5/2025	1/6/2025	1	
	CFA Review & Award Designation	1/5/2025	4/15/2025	99	
	Negotiate Redevelopment Agreement	4/16/2025	6/30/2025	75	
	Complete Project	6/30/2025	1/1/2027	430	
Building 1					
	Program Development	3/10/2025	3/31/2025	14	
	Schematic Design	4/1/2025	5/1/2025	30	
	Zoning Change	5/1/2025	7/31/2025	90	
	Design Development	5/2/2025	7/31/2025	89	
	Site Plan Submittal & Approval	6/11/2025	10/1/2025	112	
	Construction Documents	6/15/2025	10/3/2025	108	
	Bidding & Permitting	1/1/2026	3/15/2026	73	
	Construction Period	3/16/2026	12/30/2026	289	
	Lease-up & Occupancy	1/1/2027			8 Months from Agreement to Completion
Building 2					
	Program Development	3/16/2025	3/31/2025	14	
	Schematic Design	4/1/2025	5/1/2025	30	
	Design Development	5/2/2025	7/31/2025	89	
	Site Plan Submittal & Approval	6/11/2025	10/1/2025	112	
	Construction Documents	6/15/2025	10/3/2025	108	
	Bidding & Permitting	1/1/2026	3/15/2026	73	
	Construction Period	3/16/2026	12/30/2026	289	
	Lease-up & Occupancy	1/1/2027			

## FINANCIAL INFORMATION

SECTION FIVE



"MY SUCCESS WAS POSSIBLE DUE TO THE POSITIVE  
INPUT OF MY GRANDMOTHER, TEACHERS, AND  
COMMUNITY LEADERS WHO RECOGNIZED MY  
POTENTIAL. I KNOW IT TAKES A VILLAGE."

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HENRY L. SCURRY  
LEGACY ELDER

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## FINANCIAL CAPACITY

Central County CDC and its partners are committed to addressing the critical need for affordable housing in Fort Lauderdale/Broward County. This narrative outlines our financial capacity to successfully execute the proposed affordable housing development, ensuring its long-term sustainability and community impact. The Central County Community Development Corporation and Ellavoz Impact Capital, as lead developer and guarantors, respectively, for the Legacy Village, have the financial capability to undertake this multi-site development in a phased approach. The Central County CDC is a subsidiary of the Urban League of Broward County, and each entity retains assets. The consolidated assets of the entities have approximately \$10 million in real estate assets under management. Additionally, the Urban League of Broward County has added 19.5 acres in land assets that is valued at approximately \$16 million.

Ellavoz Impact Capital, LLC (EIC) is a social impact investor, asset manager, and real estate developer focused on sponsoring, developing, and owning workforce and affordable housing. Its principals have more than 20 years of experience in the affordable housing and community development sector and have led transactions with a total capitalization of approximately \$2 billion. EIC owns and has invested in numerous affordable housing projects in FL, NJ, MN, and NY. Today, the company has approximately \$350 million in assets under management. EIC manages numerous Opportunity Zone and other impact investment funds. EIC is an approved Key Borrower Principal by Freddie Mac. The company has also been approved as a borrower of EB-5 program financing. EIC's principals have experience borrowing from and partnering with more than a dozen CDFIs and numerous CRA-motivated banking institutions. For this transaction, EIC as a co-General Partner sponsor and any required lender guarantees jointly with its partners.

Each organization has a history of successfully completing affordable housing projects as outlined in the experience section in Attachment B. These projects showcase the respective organization's ability to manage budgets, secure funding, and adhere to timelines while delivering high-quality housing for low to moderate income populations. Central County CDC and Ellavoz Impact Capital maintains a robust financial foundation as evidenced by the financial documents attached in the response. Consolidated financial audits for the Urban League of Broward County and the financial audits for the Central County CDC for the last three years are included in Attachment C. EIC's balance sheets and profit and loss statements have been provided to the Fort Lauderdale CRA under TRADE SECRET - FINANCIAL STATEMENTS document.

Given the current market conditions and the need for affordable housing options, developers have had to explore unique and extensive financing options to ensure the viability of affordable housing projects. Communities like the one targeted in this response are in dire need of reinvestment; however, the cost to construct and stabilize is often more than the market can accommodate. Therefore, it takes tremendous commitment from developers to partner to make these deals effective. EIC and its principals are well-versed in utilizing various financial products, tax credits, and concessionary capital sources, such as Opportunity Zone investment vehicles to capitalize affordable housing and community development real estate projects. Our partnership is readily equipped to move quickly to take advantage of market conditions and mitigate any negative challenges in the current construction and lending environment. The team has vetted construction costs, potential sources of subsidies, debt financing and partnerships. With a mix of public and private funding to support this development, these assumptions are outlined in the narrative and have been actively pursued by the development team.

Key partnerships with lending institutions, including Freddie Mac, Florida Community Loan Fund, IISC, Reinvestment Fund, and various CRA-motivated financial institutions and government entities, further strengthen our capacity to execute this project. These entities bring additional expertise, funding, and risk mitigation to the table.

The financial capacity of the partner organizations is well-aligned with the requirements of this affordable housing development. We are confident in our ability to deliver a community-focused project on time, within budget, and with enduring value to the community.

The included project Sources and Uses, operating projections, and rental mix reflect Central County CDC's current vision for developing a holistic community revitalization project on these CRA-owned parcels. The approach seeks to provide access to health services, healthy foods, quality affordable housing options, and wealth-building opportunities that will benefit existing and future community residents.

The proposed financial documents capture one version of how the Central County CDC and its partners could develop buildings that foster this vision. Should Central County CDC successfully secure the award to develop these parcels, the development team invites the engagement of the Fort Lauderdale CRA on modifications to its development plans, unit mix, rents, and sources of funds to best reflect current conditions and needs of the community to ensure a viable and sustainable community development.

## PROJECT SOURCES & USES\*

Development Costs/ Uses		Construction	Per Unit
Hard Construction		\$ 15,457,970	\$ 257,633
Hard Contingency	5% of hard costs	\$ 772,899	\$ 12,882
Architect/Engineering/Legal		\$ 1,020,000	\$ 17,000
General Development Costs & Surveys		\$ 145,000	\$ 2,417
Permits, Connection Fees & Other Fees		\$ 165,000	\$ 2,750
Marketing & Residential Lease-up		\$ 75,000	\$ 1,250
Planner & Landscape Engineer		\$ 20,000	\$ 333
Soft Cost Contingency	5.00%	\$ 115,173	\$ 1,920
Developers Fee	12.00%	\$ 2,237,940	\$ 37,299
Construction Period Interest		\$ 497,260.72	\$ 8,288
Loan Origination Fee	1.00%	\$ 61,201	\$ 1,020
Insurance		\$ 320,000	\$ 5,333
<b>TOTAL DEVELOPMENT COSTS</b>		<b>\$ 20,887,444</b>	<b>\$ 348,124</b>
Development Sources			
Partner Equity		\$ 2,120,000	\$ 35,333
Construction Loan		\$ 6,120,132	\$ 102,002
Affordable Housing Subsidy (See Exhibit for details)		\$ 12,647,312	\$ 210,789
<b>TOTAL SOURCES OF FUNDING</b>		<b>\$ 20,887,444</b>	<b>\$ 348,124</b>

\*Financial projections are based on initial project concept design and market conditions. These assumptions are subject to change based on the modifications to the project by the Fort Lauderdale CRA or applicant.

## CONSTRUCTION COSTS & DEBT ASSUMPTIONS\*

ESTIMATED PROJECT SIZE	ESTIMATED TOTAL CONSTRUCTION COST	CONSTRUCTION COST PER GROSS S.F.	CONSTRUCTION COST PER UNIT
103,383 S.F.	\$16,230,859	\$157	\$261,788

HARD DEBT	PRINCIPAL	RATE	ANNUAL PAYMENT	TERM	INTEREST ONLY	DSCR
Construction Loan	\$ 6,120,132	7.5%			Yes	---
Permanent Loan	\$ 6,242,535	6%	\$ 449,125	30	No	1.20X
TOTAL HARD DEBT PAYMENTS			\$ 449,125			

## RESIDENTIAL TARGET MARKET & RENTS\*

UNIT TYPE BY AMI	NO. OF UNITS	NO. OF BDRMS	HOUSEHOLD INCOME RANGE	MONTHLY RENT
Affordable (50% AMI)	11	1/1	\$38,000 - \$39,575	\$989
Affordable (60% AMI)	7	1/1	\$45,000 - \$47,490	\$1,187
Affordable (60% AMI)	7	Studio	\$42,000 - \$44,340	\$1,108
Workforce (80% AMI)	18	1/1	\$60,000 - \$63,320	\$1,583
Workforce (80% AMI)	17	2/2	\$69,000 - \$71,760	\$1,900
<b>TOTAL</b>	<b>60</b>		<b>\$38,000 - \$71,760</b>	<b>\$986-\$1900</b>

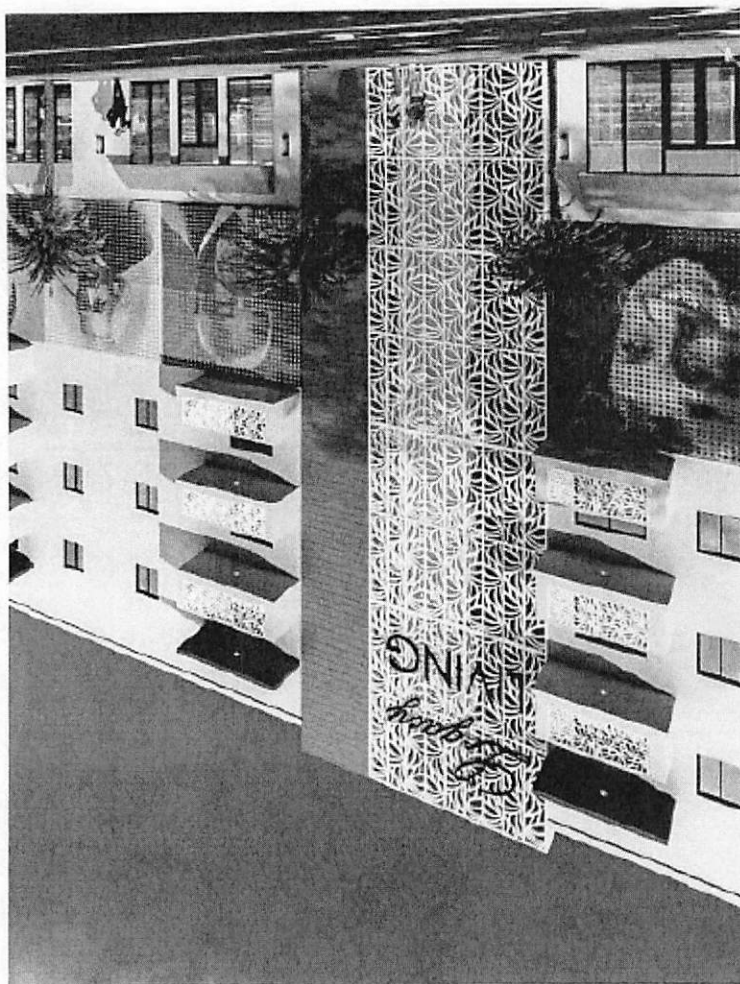
\*Financial projections are based on initial project concept, design, and market conditions. These assumptions are subject to change based on the modifications to the project by the Fort Lauderdale CRA or applicant.

## 5-YEAR OPERATING PROFORMA\*

### CONSOLIDATED RENTAL OPERATING PROJECTIONS:

	Yr 1 Op	Yr 2 Op	Yr 3 Op	Yr 4 Op	Yr 5 Op
<b>OPERATING INCOME</b>					
Residential Gross Rent	\$ 1,077,573	\$ 1,096,216	\$ 1,121,211	\$ 1,143,631	\$ 1,166,100
Commercial Gross Rent	\$ 79,240	\$ 79,815	\$ 81,401	\$ 83,029	\$ 84,689
Commercial Vacancy & Collection Loss	\$ (3,912)	\$ (3,940)	\$ (4,070)	\$ (4,151)	\$ (4,234)
Residential Vacancy & Collection Loss	\$ (52,854)	\$ (54,941)	\$ (56,061)	\$ (57,182)	\$ (58,325)
<b>Other Income - CAM Charges</b>					
<b>Effective Gross Income</b>	<b>\$ 1,099,117</b>	<b>\$ 1,120,010</b>	<b>\$ 1,142,481</b>	<b>\$ 1,165,331</b>	<b>\$ 1,188,230</b>
<i>Commercial Rent as a % of Income</i>					
<b>OPERATING EXPENSES</b>					
Rent - Commercial Over	\$ 241,076	\$ 247,310	\$ 254,034	\$ 261,240	\$ 268,684
<b>Total Operating Expense</b>	<b>\$ 241,076</b>	<b>\$ 247,310</b>	<b>\$ 254,034</b>	<b>\$ 261,240</b>	<b>\$ 268,684</b>
<b>Net Operating Income</b>	<b>\$ 857,041</b>	<b>\$ 872,700</b>	<b>\$ 888,447</b>	<b>\$ 904,091</b>	<b>\$ 919,546</b>
<b>Debt Service</b>	<b>\$ 459,010</b>	<b>\$ 448,126</b>	<b>\$ 440,126</b>	<b>\$ 440,126</b>	<b>\$ 440,126</b>
<b>Building Profit/Loss</b>	<b>\$ 398,031</b>	<b>\$ 424,574</b>	<b>\$ 448,321</b>	<b>\$ 463,965</b>	<b>\$ 479,420</b>
<b>Senior DSCR</b>		1.25	1.27	1.28	1.29

\*Financial projections are based on initial project concept, design, and market conditions. These assumptions are subject to change based on the modifications to the project by the Fort Lauderdale CRA or applicant.



ATTACHMENTS

**Attachment A**  
**Letters of Support**

December 30, 2024

Clarence Woods, Executive Director  
Fort Lauderdale Community Redevelopment Agency (CRA)  
914 NW 6th Street (Sistrunk Boulevard), Suite 200  
Fort Lauderdale, Florida 33311

Re: Central County Community Development Corporation's response to NOTICE OF INTENT  
TO ACCEPT PROPOSALS TO ACQUIRE AND DEVELOP FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY PROPERTIES ON NW 22 ROAD AND ON NW 24 AVENUE IN THE  
NORTHWEST PROGRESSO FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA

Dear Mr. Woods:

I am writing to express my support for the *Legacy Village Project* proposed by the Central County Community Development Corporation, a subsidiary of the Urban League of Broward County, along with their development partners. The Central County CDC and its partners are making significant investments in essential infrastructure designed to revitalize the neighborhood, boost economic activity, and improve the social well-being, physical health, and economic mobility of residents in the targeted area.

The project builds on decades of experience in community and economic development, as well as family support services, including health, jobs, entrepreneurship, and housing. The Central County CDC recognizes the historic contributions that many families have made to this area. The proposed project honors the legacy of families like ours by committing to preserving the vital resources (including healthcare services, small business support, and health food options) these families have provided to our communities.

In partnership with legacy landowners, including my family, the Central County CDC has reimagined the integration of our property into future development plans. As a result, the *Legacy Village* project is uniquely positioned to deliver cohesive and complementary development and resources throughout the area. Additionally, the Central County CDC and its partners are dedicated to collaborating with the Fort Lauderdale Police Department to develop and implement strategies aimed at reducing crime and enhancing public safety for residents.

By valuing and centering the legacies of historic families, providing essential socioeconomic services, enhancing the area's appeal, stimulating the local economy, and improving public safety, the benefits of the *Legacy Village Project* are substantial and urgently needed. On behalf of my family, I wholeheartedly support the *Legacy Village Project* and hope that the Fort Lauderdale CRA will partner with the Central County CDC and its collaborators to bring this vision to life.

Sincerely,



Carmen Shirley  
On behalf of the Shirley Family

cc: Dr. Germaine Smith-Baugh, CEO, Urban League of Broward County

Scurry Funeral Home & Cremation Services  
738 NW 22<sup>nd</sup> Road  
Fort Lauderdale, Florida 33311

January 2, 2025

Clarence Woods, Executive Director  
Fort Lauderdale Community Redevelopment Agency (CRA)  
914 NW 8th Street (Sistrunk Boulevard), Suite 200  
Fort Lauderdale, Florida 33311

Re: Central County Community Development Corporation's response to NOTICE OF INTENT TO  
ACCEPT PROPOSALS TO ACQUIRE AND DEVELOP FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY PROPERTIES ON NW 22 ROAD AND ON NW 24 AVENUE IN THE  
NORTHWEST PROGRESSO FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA

Dear Mr. Woods:

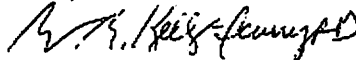
I am writing to express my support for the *Legacy Village Project* proposed by the Central County Community Development Corporation, a subsidiary of the Urban League of Broward County, along with their development partners. The Central County CDC and its partners plan to make significant investments in essential infrastructure designed to revitalize the neighborhood, boost economic activity, and improve the social well-being, physical health, and economic mobility of residents in the targeted area.

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By valuing and centering the legacies of historic families, providing essential socioeconomic services, enhancing the area's appeal, stimulating the local economy, and improving public safety, the benefits of the *Legacy Village Project* are substantial and urgently needed. On behalf of my family, I wholeheartedly support the *Legacy Village Project* and hope that the Fort Lauderdale CRA will partner with the Central County CDC and its collaborators to bring this vision to life.

Sincerely,



Regine R. Kelly-Scurry, Ph. D.  
On behalf of the Scurry Family  
Owner, Scurry Funeral Home & Cremation Services

cc: Dr. Germaine Smith-Baugh, CEO, Urban League of Broward County

**Attachment B**  
**Partner Experience**

(RFA) to develop four (4), three bedroom, two bath (3/2) homes each. The project is pending conveyance in February 2025. The new project, along with the other completed projects, is listed on the chart below.

**Completed Projects List:**

<b>Property Type</b>	<b>Location</b>	<b>Project Type</b>	<b># Of Units</b>	<b>Year Completed</b>
Broward County Broward Municipal Services District Infill Lots	1454 NW 27 Avenue, Ft. Lauderdale 33311	Single Family Housing 3/2	1	7/27/2023
Broward County Broward Municipal Services District Infill Lots	857 NW 27 Terrace, Fort Lauderdale 33311	Single Family Housing 3/2	1	1/10/2023
Broward County Broward Municipal Services District Infill Lots	1517 NW 27 Avenue, Ft. Lauderdale 33311	Single Family Housing 3/2	1	1/1/2023
Broward County Broward Municipal Services District Infill Lots	2850 NW 8 Street Fort Lauderdale 33311	Single Family Housing 3/2	1	10/15/2018
Broward County Broward Municipal Services District Infill Lots	2743 NW 6 Court Fort Lauderdale 33311	Single Family Housing 3/2	1	8/20/2018
Broward County Broward Municipal Services District Infill Lots	2719 NW 8 Street Fort Lauderdale 33311	Single Family Housing 3/2	1	8/2/2018
Broward County Broward Municipal Services District Infill Lots	2713 NW 8 Street Fort Lauderdale 33311	Single Family Housing 3/2	1	8/2/2018
Chase Foreclosure Donation Program	10304 Sunrise Lakes Blvd. #112, Sunrise 33322	Complete Rehab of foreclosed home 2/2	1	2016
Chase Foreclosure Donation Program	4063 Lakeside Drive, Tamarac 33319	Complete Rehab of foreclosed home 2/2	1	2016

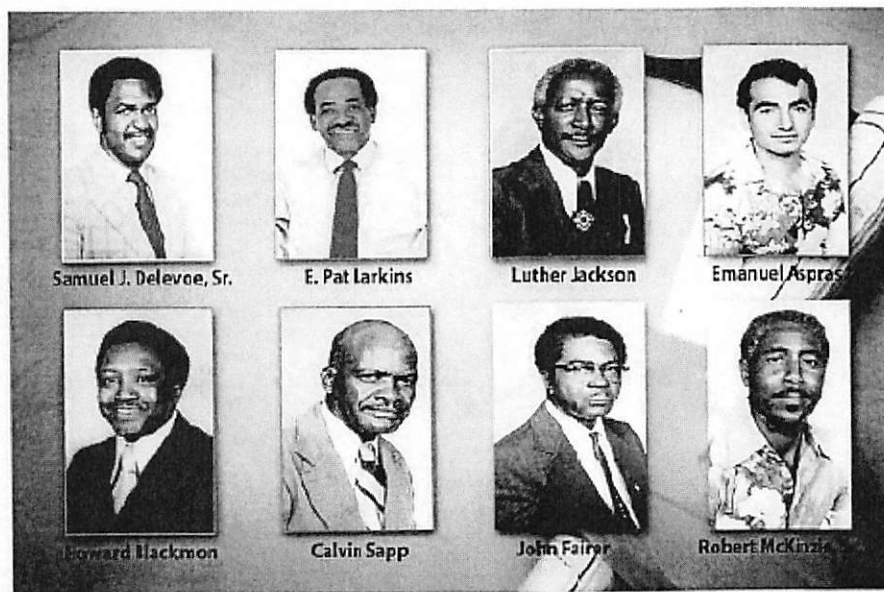
Chase Foreclosure Donation Program	7106 NW 73 Avenue, Tamarac 33321	Complete Rehab of foreclosed home 3/2	1	2015
Chase Foreclosure Donation Program	2445 SW 18 Terrace, Ft. Lauderdale	Complete Rehab of foreclosed home 2/1	1	2013
NSP 1 & NSP2	Various locations throughout Broward County	Single Family Housing Complete Rehab New Construction- (from 4/2s- 3/2s)	186	2010-2014
ULBC LAND	2905 NW 7 Street, Ft. Lauderdale	Single Family Housing 3/2	1	2009
Lot 7, Block 1, Broward Park, Unincorporated Broward County, Florida.	NW 27 <sup>th</sup> Terrace, Fort Lauderdale, Florida 33311	Single Family Housing 3/2	1	Anticipated Fall 2025
Lot 2, Block 20, Washington Park Unincorporated Broward County, Florida.	NW 8 <sup>th</sup> Road, Fort Lauderdale, Florida 33311	Single Family Housing 3/2	1	Anticipated Fall 2025
Lot 8, Block 1, Broward Park, Unincorporated Broward County, Florida.	216 NW 27 <sup>th</sup> Terrace, Fort Lauderdale, Florida 33311	Single Family Housing 3/2	1	Anticipated Fall 2025
Lot 15, Harris Subdivision First Unincorporated Broward County, Florida.	873 NW 27 <sup>th</sup> Terrace, Fort Lauderdale, Florida 33311	Single Family Housing 3/2	1	Anticipated Fall 2025
Total			202	By Fall 2025

## MBC Organizational History/Experience

The Broward County Minority Builders Coalition (MBC) is a 501(c)(3) nonprofit corporation that was founded in 1971 under the direction of the late E. Pat Larkins, a former city commissioner and local businessman. Our mission is to:

- *Enhance physical quality and affordability of homes* for seniors and moderate to low-income persons in our communities
- *Support the growth/viability of disadvantaged businesses* – particularly minority, women, and veteran owned firms as well as race and gender neutral certified small businesses throughout South Florida
- *Increase employment opportunities* for local job seekers

MBC has a sound track record for the successful completion of projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors and clients while maintaining costs. Our core competencies are shaped by decades of expertise in construction planning & scheduling, contract negotiations, project estimating, architectural and engineering design review, organization & time management, safety & compliance management document preparation, building code and regulations, material purchasing, site management through certification of occupancy.



For nearly 54 years, MBC has also been a valuable community asset in addressing the housing needs of residents living in Broward County's urban core. We currently partner with various governmental entities (including City of Lauderdale, City of Coral Springs, City of Lauderdale Lakes, the City of Plantation and unincorporated Broward County) to provide new home construction and home rehabilitation services delivering critical necessary repairs so that low/moderate income families can afford to stay in their current homes. As such, we have accumulated extensive construction/rehabilitation experience the development of single-family housing projects.

- 28 single family new construction homes completed
- 4 single family new construction homes currently under pre-construction
- More than 40 years of home rehabilitation for moderate, low and very low-income residents
- More than 40 years of home rehabilitation services for elderly residents of Broward County
- Nearly 30 years of weatherization/energy efficiency retrofit program experience
- Manage/own affordable rentals units for low/moderate income families
- Supporting a network of construction-related MWBE firms throughout South Florida

## Our Services/Impact



MORE THAN 14,000  
L/MI HOMES  
REMODELED



MORE THAN 5,000 HOMES  
RETROFITTED FOR INCREASED  
ENERGY EFFICIENCY



NEARLY 22,000  
SENIOR HOMES  
REPAIRED



MORE THAN 40 YEARS OF  
OWNER-OCCUPIED REHAB  
EXPERIENCE



MANAGE/OWN  
AFFORDABLE RENTAL APTS  
9 UNITS



28 NEW SINGLE  
FAMILY HOMES  
CONSTRUCTED



NEARLY 54 YEARS AS LEADING  
ADVOCATE FOR MWBE  
CONSTRUCTION RELATED FIRMS

## Related Experience: Past & Present Projects

Agreement Type	Reference Contact Funding Agency	Location	Project Type	No. of Units	Year Completed
Single Family In-Fill Lot Homes	Ralph Stone, Executive Director Housing Finance and Community Development Division Broward County	BMSD	New Construction of Single-Family Homes	4	In progress
Single Family In-Fill Lot Homes	Kametra Driver Executive Director City of Broward County BMSD	City of Homestead CRA	New Construction of Single-Family Homes	4	In progress
Single Family In-Fill Lot Homes	Oscar Barco-Miami Dade County PHCD Infill Housing	City of Homestead	New Construction of Single-Family Homes	2	In progress
Single Family In-Fill Lot Homes	Oscar Barco-Miami Dade County PHCD Infill Housing	City of Homestead	New Construction of Single-Family Homes	2	In progress
Single Family In-Fill Lot Homes	Oscar Barco-Miami Dade County PHCD Infill Housing	City of Homestead	New Construction of Single-Family Homes	2	In progress
Single Family In-Fill Lot Homes	Kenneth Hobbs Assistant City Manager City of Lauderdale	City of Lauderdale CRA - Cannon Point	New Construction of Single-Family Homes	8	2023
Single Family In-Fill Lot Homes	Ralph Stone, Executive Director Housing Finance and Community Development Division Broward County	BMSD	New Construction of Single-Family Homes	4	2019
Commercial Façade Program	Kenneth Hobbs Assistant City Manager City of Lauderdale	City of Lauderdale	Construction & program management	4	2020
Subcontractor Agreement "Paint, Plant and Pave" Pilot Program	NW Pompano Beach CRA through Broward County Housing Finance and Collective Community Initiative, LLC	NW Pompano Beach CRA	Home Repair/Exterior beautification	14	In progress
Owner Occupied Housing Rehabilitation	Mildred Reynolds Broward County Housing Finance SHIP	Broward County- wide	Minor Home Repair Program and Special Needs- Barrier Free	-	In Progress
Minor Home Repairs 2018/2019 2019/2020 2020/2021 2021/2022	Susan DiLaura City of Plantation SHIP & CDBG	City of Plantation	Minor Home Repair Program & Special Needs	85	In Progress
Minor Home Repairs 2018/2019 2019/2020 2020/2021	Tamela Dorsett Finance Manager City of Lauderdale	City of Lauderdale	Minor Home Repair Program	7	In Progress

Agreement Type	Reference Contact Funding Agency	Location	Project Type	No. of Units	Year Completed
Home Repair Special Needs Barrier Free 2017/2018	Mildred Reynolds Broward County Housing Finance SHIP	Broward County- wide	Minor Home Repair Program and Special Needs- Barrier Free	8	2019
Home Repair 2018/2019	Mildred Reynolds Broward County Housing Finance SHIP	Broward County- wide	Minor Home Repair Program	12	2022
Minor Home Repairs 2017/2018	Nalrah Sankar City of Coral Springs	The City of Coral Springs	Minor Home Repair Program and Special Needs	20	2020
Minor Home Repairs 2016/2017	Nalrah Sankar City of Coral Springs	The City of Coral Springs	Minor Home Repair Program	42	2019
Minor Home Repairs 2017/2018 2020-2021	Tanya Davis-Hernandez City of Lauderdale Lakes	The City of Lauderdale Lakes	Minor Home Repair Program	14	2019-2022
Minor Home Repairs 2017/2018	Suzanne Weiss Broward County Housing Finance	Broward County	Minor Home Repair Program, Water- Sewer, Exterior Paint	65	2018
Special Needs Barrier Free 2016/2017	Mildred Reynolds Broward County Housing Finance	Broward County- wide	Minor Home Repair Program SFR	4	2018
RCMP 2016	Suzanne Fejes Broward County Housing Finance	Broward County- wide	Residential Construction Mitigation Program SFR	10	2017
HLMP 2017	Susan Weiss Broward County Housing Finance	Broward County- wide	Hurricane Loss Mitigation Program SFR	14	2018



917 Main Street • 2nd Floor • Belmar, New Jersey 07719 • 732.749.7768  
[www.ellavoz.com](http://www.ellavoz.com)

### **Company Overview**

Ellavoz Impact Capital (EIC) is a social impact investor, advisor, asset manager, and real estate developer focused on sponsoring, developing and owning workforce and affordable housing assets and other community-oriented real estate properties. EIC's strategy concentrates investments into price attainable housing and economic development projects by working with socially aligned operators, local nonprofits, and governmental agencies to deliver positive community outcomes and double bottom line returns.

Based in Belmar, New Jersey, EIC currently has nearly \$350 million in assets under management. Its current investments are located in New Jersey, Florida, South Carolina, Minnesota, and New York. While national in scope, EIC seeks to geographically concentrate its investments to spark community revitalization. Current assets include single-family, multi-family, and mixed-use properties.

While EIC is an emerging firm, its principals have decades of experience leading large accounting firms, community development financial institutions, private institutional real estate investment offices, and nonprofit organizations. Collectively, the management team has led transactions with a total capitalization value of nearly \$3 billion.

**Attachment C**

**ULBC Consolidated Audits/ CCCDC Audits**

**Attachment D**  
**Equity Letter/ Subsidy Source**



917 Main Street • 2nd Floor • Salem, New Jersey 07119 • 732.749.7709  
www.ellavoz.com

December 20, 2024

EQUITY INVESTMENT COMMITMENT

Ms. Germaine Smith-Baugh, ED.D.  
President and CEO  
Central County Community Development Corporation

**RE: Opportunity Zone Equity Commitment Letter for  
Legacy Village Fort Lauderdale, Florida**

To whom this may concern:

On behalf of Ellavoz Shared Values Opportunity Fund III, LLC ("Fund III"), I am pleased to provide this Commitment Letter for [\$2 million] in Opportunity Zone investment capital. This equity will be invested into Legacy Village (the "Project") to enable the development, construction, and operations of this important community project. Proceeds of this equity shall be used to support pre-development acquisitions and construction of the four (4) buildings consisting of roughly 60 apartment units and 8,500 sq ft of commercial space located on the parcels currently owned by Fort Lauderdale Community Redevelopment Agency CRA.

This commitment of equity is conditional upon the Fort Lauderdale Community Redevelopment Agency selecting Central County Community Development Corporation as the purchaser and redeveloper of the Project sites as well as satisfactory due diligence of the Project and land.

Upon completion of satisfactory due diligence, Central County Community Development Corporation will be required to enter into Operating Agreement with Fund III to memorialize the proposed investment.

We look forward to working with you to develop this important community project.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert H. Hutchins", written over a horizontal line.

Robert H. Hutchins,  
CEO Ellavoz Impact Capital,  
Manager of Ellavoz Shared Values Opportunity Fund III, LLC

#### Potential Development Subsidy Sources

The Project is considering multiple forms of development subsidies:

Broward County Housing Finance	Broward County created a program for the 2024 fiscal year of 25M dollars in gap financing. This program is intended to release a request for application for the 2025 fiscal year granting up to 7M dollars per Project.
Florida Community Loan Fund	Florida Community Loan Fund – The Florida Community Loan Funds provide commercial loans for development of affordable housing. These loans include: Construction Lines of Credit, Term and permanent loans, and refinancing options.
HOME Funds	The program provides formula grants to states and localities that communities use partnership with local nonprofit groups to fund new construction activities for affordable housing for rent or homeownership to low-income individuals.
Housing Opportunities for Persons With AIDS (HOPWA)	The program is a federal program dedicated to the housing needs of people living with HIV/AIDS. HOPWA funds can be used for the construction of new housing units.
Live Local Act	The Act provides numerous advantageous development incentives such as tax exemptions of up to 100%, low interest supplemental loans, and land use and zoning flexibility. The Live Local Act can be used in conjunction with the SAIL Program.
State Apartment Incentive Loan Funds (SAIL)	SAIL Funds are low interest loans provided on a competitive basis through the Florida Housing Finance Corporation.
State Housing Initiatives Partnership (SHIP)	SHIP provides funds to local governments as an incentive to create partnerships for the creation of new affordable housing opportunities. SHIP funds can best help serve very-low-income households (up to 50% AMI) as well as allows for the assistance of up to 140% of AMI households.

**Attachment E**  
**Evidence of CHDO and CDFI Status**



DEPARTMENT OF THE TREASURY  
COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS FUND  
1500 PENNSYLVANIA AVENUE, NW  
WASHINGTON, D.C. 20220

July 22, 2020

JC Toussaint  
Central County Community Development Corporation  
560 NW 27th Ave  
Fort Lauderdale, FL 33311

Email: jctoussaint@ulbcfl.org

Re: Notice of CDFI Certification Certification Number: 18ICE050718

Dear JC Toussaint,

I am pleased to inform you that the U.S. Department of the Treasury's Community Development Financial Institutions Fund (CDFI Fund) has certified Central County Community Development Corporation as a Community Development Financial Institution (CDFI). This letter officially documents your organization's certification as a CDFI, and it sets forth the terms under which continued and revised certification is granted. Capitalized terms not defined in this letter have the meaning ascribed to them in the CDFI Program regulations at 12 CFR Part 1805.

CDFI certification means that an organization meets the requirements described in the CDFI Program regulations at 12 CFR section 1805.201. These requirements include the following: having a Primary Mission of promoting community development; predominantly serving and maintaining Accountability to Eligible Target Markets; being a Financing Entity; providing Development Services; and being neither a government entity nor controlled by a government entity. CDFI certification does not constitute an opinion by the CDFI Fund or the U.S. Department of the Treasury as to the effectiveness or financial viability of an organization, nor does it indicate that the organization will be selected to receive an award from the CDFI Fund.

This CDFI certification is effective as of the date of this letter unless, as a result of a review of the organization by the CDFI Fund, the CDFI Fund, in its sole discretion, provides notification of termination of certification.

CDFI certification does not obligate the CDFI Fund and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. Further, the CDFI Fund is not deemed to control the CDFI by reason of CDFI certification, for the purpose of any applicable law, nor does CDFI certification imply that the CDFI is an agent of the Federal government.

*Your organization is certified as a CDFI with the Target Market(s) specified in Attachment A to this letter.*

**Compliance with Certification Requirements**

In order for your organization to maintain its CDFI certification, your organization must continuously meet CDFI certification standards.

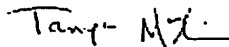
Thus, pursuant to 12 CFR section 1805.201(e), your organization must submit an Annual Certification Report (AnCer Report) at the time and manner proscribed by the CDFI Fund, along with such additional information as may be required to demonstrate its continued compliance with CDFI certification requirements.

Your organization's CDFI certification status will be reviewed annually or as deemed appropriate by the CDFI Fund, to ensure that it meets the certification criteria in effect at the time of review. At the CDFI Fund's sole discretion, the CDFI Fund may provide an opportunity to cure deficiencies prior to issuing a notice of termination of certification to your organization. Please note that from time to time, the CDFI Fund may revise its guidance for CDFI certification. Such changes may have the potential to impact your organization's annual reporting and ongoing certification status. The CDFI Fund will provide notice of changes to guidance via its website and/or direct notices. Your organization is strongly encouraged to monitor your e-mail boxes for such notices, to subscribe for email updates from the CDFI Fund, and to check the CDFI Fund website to monitor any changes to the CDFI Program regulations which may affect certification. Regulatory changes will be published in the Federal Register and on the CDFI Fund website.

If you have questions concerning this letter and your organization's CDFI certification, please contact the CCME Help Desk at (202) 653-0423 or [ccme@cdfi.treas.gov](mailto:ccme@cdfi.treas.gov).

The CDFI Fund looks forward to continuing to work with and support your organization.

Sincerely,



Tanya L. McInnis  
Program Manager  
Office of Certification, Compliance Monitoring and Evaluation

Attachment A: Target Market for CDFI Certification

## Attachment A

Target Market for CDFI Certification: Central County Community Development Corporation  
Certification Number: 181CE050718

Name of Target Market (per submitted electronic map(s))	Describe Target Market
OTP-CDFI in New York	An Other Targeted Population - Certified CDFIs in New York
CCCDC Service Area	An Other Targeted Population - African American in Broward, Miami-Dade and Palm Beach counties in Florida



227 North Brevard Street, Suite 3030 • Tallahassee, Florida 32301  
850.438.4197 • Fax: 850.468.9609 • www.floridahousing.org

September 12, 2024

Courtnee Biscardi, Executive Vice President  
Central County Community Development Corporation  
560 NW 27<sup>th</sup> Avenue  
FT. Lauderdale, FL 33311

RE: Community Housing Development Organizations (CHDO)  
Service Area: Broward County

Dear Ms. Biscardi:

In response to your letter regarding the CHDO status of Central County Community Development Corporation, Florida Housing Finance Corporation (Florida Housing) is pleased to certify your organization as a Community Housing Development Organization (CHDO). This certification will expire September 30, 2025. Florida Housing will send a notice annually to request updated information as required to monitor compliance with CHDO eligibility.

This notice does not guarantee approval for funding but precertifies the CHDO prior to application. If your CHDO applies for Florida Housing HOME funds, an updated CHDO Checklist will be required at the time of application. Florida Housing appreciates your efforts to provide affordable housing. If you have any questions, please feel free to contact me at (850) 488-4197.

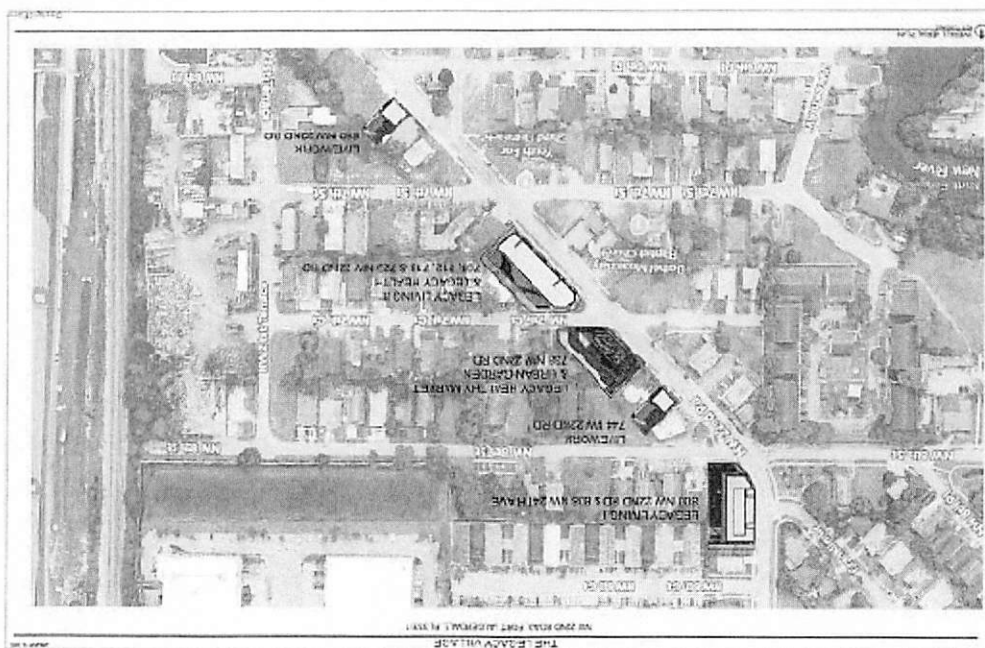
Sincerely,

David Woodward  
Federal Loan Program Administrator

---

Kon Edson, Governor

Board of Directors: Ryan Benson, Chair • Sandra Ertom, Vice Chair  
Lory Enell • Austin Gormer • Maria Garcia • David Hall • Gloria Harrell • Boby Higgins • Ron Lieberman • Daniel Morrell • Dave Nowars



THE LESLEY VILLAGE

1400 SW 10th Ave, Fort Lauderdale, FL 33304

PHOTO 1.01



PHOTO 1.02

PHOTO 1.03

# THE LEGACY VILLAGE

JANUARY 3, 2015

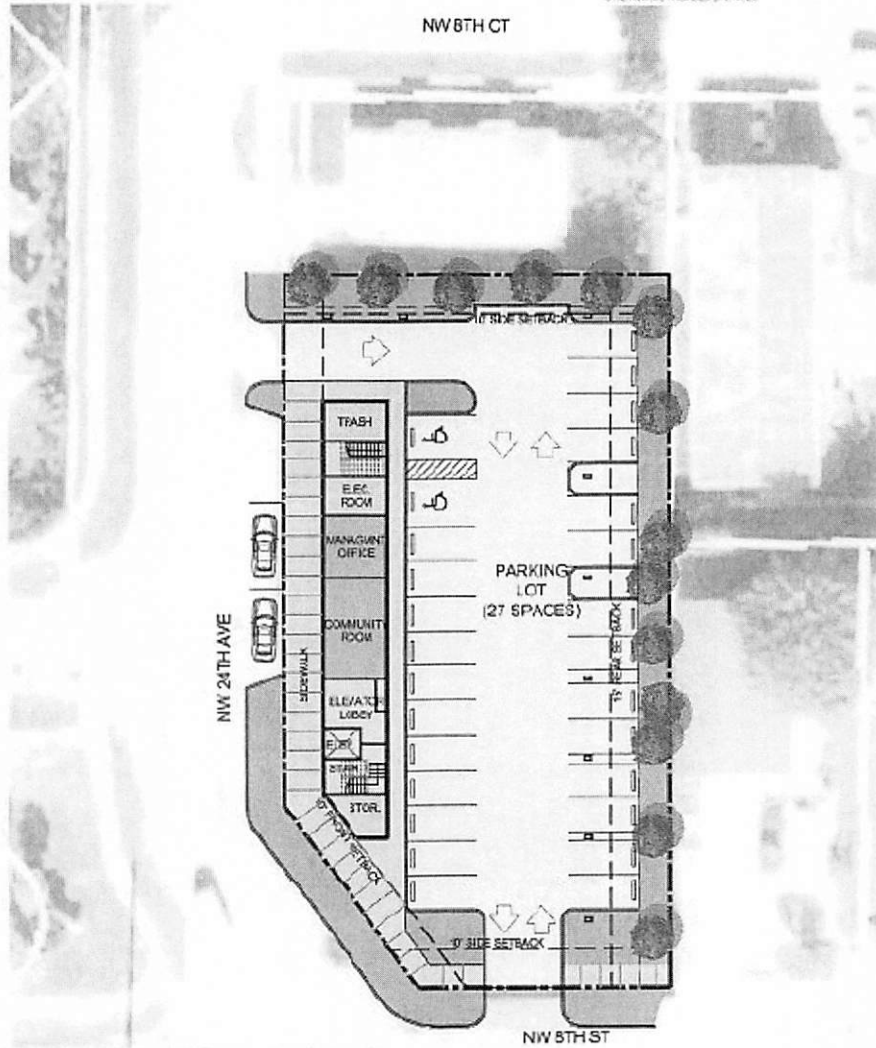
## LEGACY LIVING - RESIDENTIAL BUILDING #1 800 NW 22ND RD & 803 NW 24TH AVE, FORT LAUDERDALE, FL 33311

### LEGEND

COMMERCIAL	BUILDING CIRCULATION	1-BEDROOM UNIT 60 SF (TYPICAL UNIT SIZE)	MECHANICAL OFFICES
ACADEMIA SUPPORT SPACES	2-BEDROOM UNIT 58 SF (TYPICAL UNIT SIZE)	TERACE	AMENITY SPACE

**SUMMARY**  
RESIDENTIAL  
APARTMENTS (2ND TO 4TH FLOOR)  
1-BEDROOM UNITS: 21 TOTAL (30-31 SQ. FEET)  
2-BEDROOM UNITS: 5 TOTAL (40-42 SQ. FEET)  
TOTAL APARTMENT UNITS: 26  
TOTAL PARKING REQUIRED: 46 SPACES  
NOTE: PARKING PROVIDED: 37 SPACES

**NOTE: PARKING**  
CALCULATIONS BASED ON  
REGULATORY MARKET RATE  
UNITS: APPROXIMATELY 1.5 SPACES  
PER UNIT. BACK REDUCTIONS AND  
OTHER POSSIBLE REDUCTIONS  
ARE NOT YET CALCULATED.



① CONCEPTUAL MASSING SITE PLAN / 1ST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

Design2Form

# THE LEGACY VILLAGE

JANUARY 6, 2025

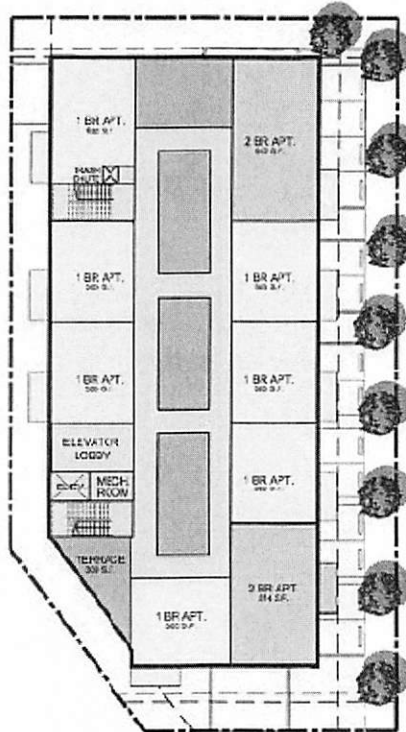
## LEGACY LIVING - RESIDENTIAL BUILDING #1 800 NW 22ND RD & 308 NW 24TH AVE, FCRT LAJDERDALE, FL 33311

### LEGEND

COMMERCIAL	WALKING CIRCULATION	2-BEDROOM UNITS 800 SF (TYPICAL UNIT SIZE)	MEDICAL OFFICES
AUXILIARY & SUPPORT SPACES	1-BEDROOM UNITS 600 SF (TYPICAL UNIT SIZE)	PORCHES	PARKING SPACES

30,000 SQ. FT. RESIDENTIAL APARTMENTS (ONE TO FIFTH FLOOR)  
1-BEDROOM UNITS: 21 TOTAL (0.75 BPG)  
2-BEDROOM UNITS: 6 TOTAL (1.0 BPG)  
TOTAL APARTMENT UNITS: 27  
TOTAL PARKING REQUIRED: 48 SPACES  
TOTAL PARKING PROVIDED BY GRACE

NOTE: PARKING CALCULATIONS BASED ON REGIONAL MARKET RATE UNITS. AFFORDABLE HOUSING, ONE MAX REDUCTIONS AND OTHER POSSIBLE REDUCTIONS ARE NOT YET COUNTED.



CONCEPTUAL 2ND & 3RD FLOOR PLAN  
SCALE: 1/4" = 1'-0"

Design2Form

# THE LEGACY VILLAGE

JANUARY 9, 2005

## LEGACY LIVING - RESIDENTIAL BUILDING #1 800 NW 22ND RD & 808 NW 24TH AVE, FORT LAUDERDALE, FL 33311

### LEGEND

	COMMERCIAL		BUILDING CIRCULATION		2 BEDROOM UNITS 100 SF (TYPICAL UNIT SIZE)		MEDICAL OFFICES
	AUXILIARY & SUPPORT SPACES		1 BEDROOM UNITS 800 SF (TYPICAL UNIT SIZE)		RAMP		AMENITY SPACE

### PROPERTY

#### RESIDENTIAL

APARTMENTS (NOT TO 4TH FLOOR)

1 BEDROOM UNITS: 21 TOTAL (972 SF)

2 BEDROOM UNITS: 6 TOTAL (12 SF)

TOTAL APARTMENT UNITS: 27

TOTAL PARKING REQUIRED: 40 SPACES

TOTAL PARKING PROVIDED: 39 SPACES

### NOTE: PARKING CALCULATIONS

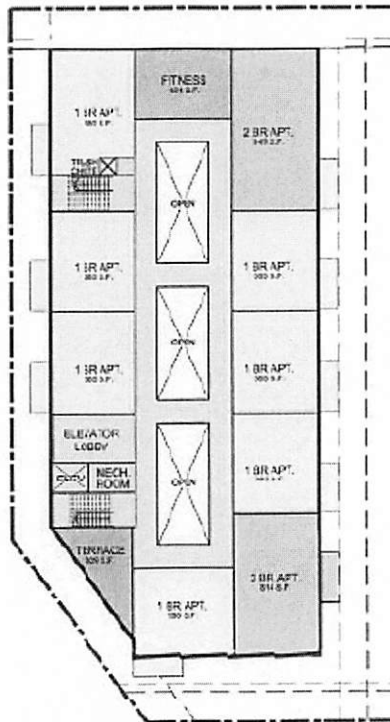
BASED ON: 300,000 MARKET-SIZE

UNITS, AFFORDABLE HOUSING, ONE

MAX. REDUCTIONS AND OTHER

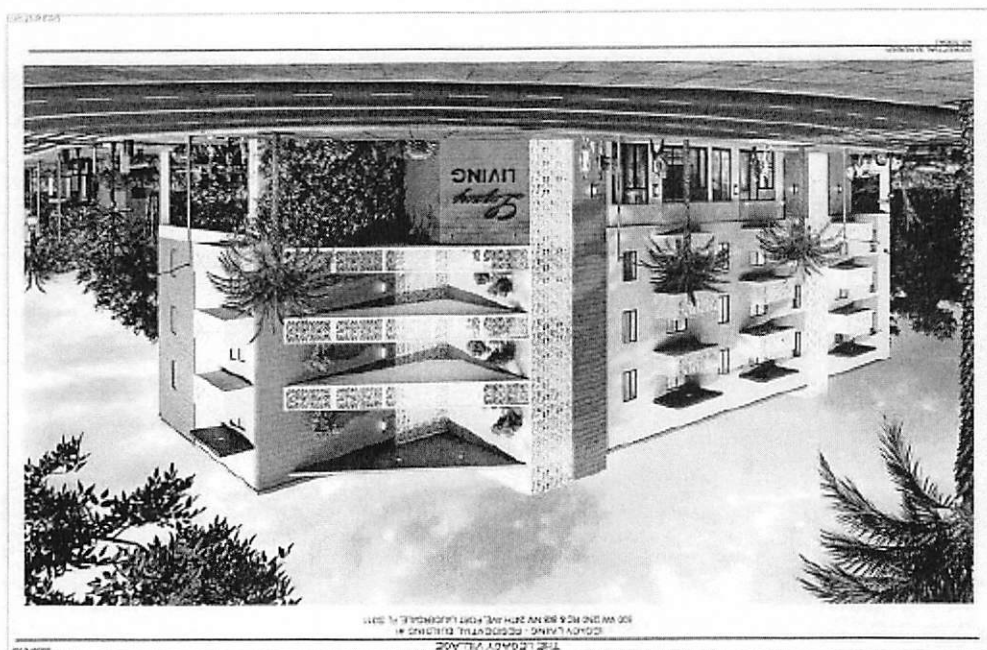
HOUSING REDUCTIONS ARE NOT

YET COUNTED.



CONCEPTUAL 4TH FLOOR PLAN  
SCALE: 1/32" = 1'-0"

Design2Form



# THE LEGACY VILLAGE

JANUARY 6, 2022

## LEGACY HEALTH & LIVING - BUILDING #2, MIXED-USE 708, 712, 716 & 720 NW 22ND RD. FORT LAUDERDALE, FL 33311

### LEGEND

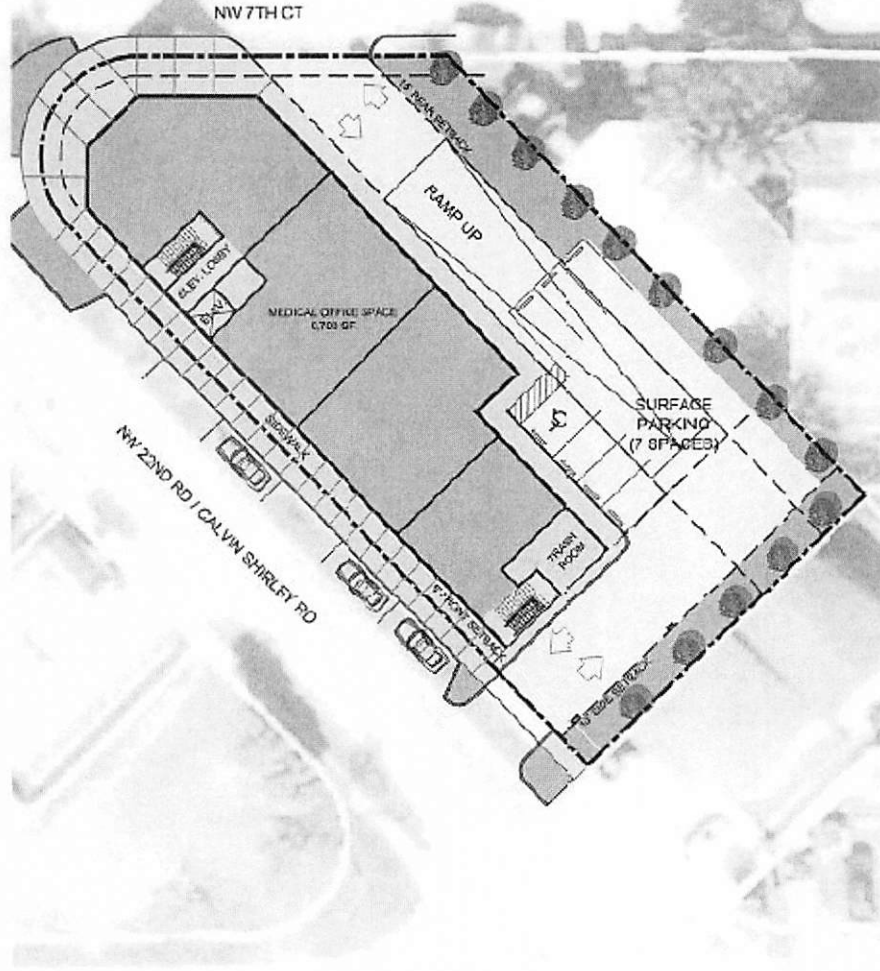
COMMERCIAL	BUILDING CIRCULATION	1 BEDROOM UNITS 80 SF (TYPICAL UNIT SIZE)	MEDICAL OFFICES
ANCILLARY & SUPPORT SPACES	2 BEDROOM UNITS 98 SF (TYPICAL UNIT SIZE)	TERRACE	AMENITY SPACE

NOTE: PARKING  
CALCULATIONS BASED ON  
REGULAR MARKET-RATE  
UNITS. AFFORDABLE HOUSING,  
SENIOR HOUSING, AND OTHER  
POSSIBLE REDUCTIONS  
ARE NOT YET COUNTED

**SUMMARY**  
MEDICAL OFFICE:  
1ST FLOOR: 6,700 SF  
2ND & 3RD FLOOR: 1,720 SF  
TOTAL MEDICAL FLOOR AREA: 8,420 SF  
DIVISY: 150-34 PARK SPACES REQ.

RESIDENTIAL:  
APARTMENTS (1ST TO 4TH FLOOR):  
STUDIO UNITS: 1 TOTAL (2.25 PARK REQ.)  
1 BEDROOM UNITS: 16 TOTAL (16.00 PARK REQ.)  
2 BEDROOM UNITS: 11 TOTAL (11.00 PARK REQ.)

TOTAL APARTMENT UNITS: 17  
TOTAL PARKING REQUIRED BY SPACES:  
TOTAL PARKING PROVIDED: 83 SPACES



CONCEPTUAL MASSING SITE PLAN / 1ST FLOORPLAN  
SCALE: 1/32" = 1'-0"

Design2Form

# THE LEGACY VILLAGE

JANUARY 6, 2025

## LEGACY HEALTH & LIVING - BUILDING #2, MIXED-USE 708, 712, 716 & 720 NW 22ND RD, FORT LAUDERDALE, FL 33311

### LEGEND

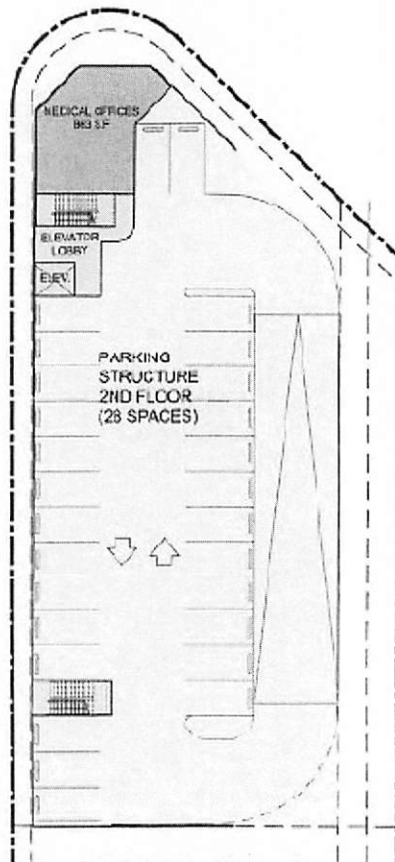
	COMMERCIAL		BUILDING CIRCULATION		1 BEDROOM UNIT 80 SF (TYPICAL UNIT SIZE)		MEDICAL OFFICE
	ACTIVITY & SUPPORT SPACES		1 BEDROOM UNIT 80 SF (TYPICAL UNIT SIZE)		TERRACE		AMENITY SPACE

NOTE:  
TYPING CALCULATIONS  
BASED ON REGULAR  
MARKET RATE UNITS  
NOT INCLUDING TAXIWAYS, RAMP  
SPACE REDUCTIONS AND  
OTHER POSSIBLE REDUCTIONS  
BASED ON 10% TYPICAL

2- SUMMARY  
MEDICAL OFFICES  
1511 SQ. FT. 2ND FLOOR  
2ND & 3RD FLOOR 1, 128 SQ. FT.  
TOTAL MEDICAL FLOOR AREA = 1,439 SQ. FT.  
ON 2ND FLOOR 1, 128 SQ. FT. 2ND FLOOR

RESIDENTIAL  
APARTMENTS WITH CHILDREN  
STUDYCOUNTS: 1 TOTAL 128 SQ. FT. REQ.  
1 BEDROOM UNIT 16 TOTAL ON 2ND FLOOR  
2 BEDROOM UNITS 11 TOTAL 22 SQ. FT. REQ.

TOTAL APARTMENT UNITS = 24  
TOTAL PARKING REQUIRED BY SPACES  
TOTAL PARKING PROVIDED 63 SPACES











CONCEPTUAL 2ND & 3RD FLOOR PLAN  
SCALE: 1/32" = 1'-0"

Design2Form

## JANUARY 5, 2025

### LEGEND

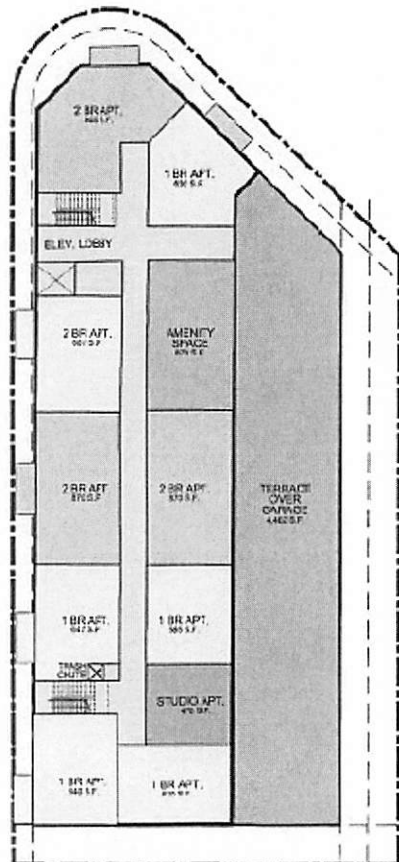
 COMMONS	 BUILDING CIRCULATION	 BEDROOM UNITS 80 SF (TYPICAL UNIT SIZE)	 MEDICAL OFFICES
 ANALYSTS & SUPPORT SPACES	 FREEZING UNITS 500 SF (TYPICAL UNIT SIZE)	 TERRACE	 AGENCY SPACE

NOTE:  
RANKING DATA ARE  
BASED ON REGULAR  
MARKET RATE UNITS.  
AFFORDABLE HOUSING: GIVE  
BACK REDUCTIONS AND  
OTHER POSSIBLE REDUCTIONS  
WARRANTY OF QUALITY.

**MECCA OFFICE**  
1ST FLOOR 5,700 SF.  
400 E. 2ND STREET, LINDSEY  
TOTAL MECCA FLOOR AREA = 1,428 S.F.  
DIVVY 250 - 34 MAG. SPACES REQ.

**REPRESENTATIVE**  
APARTMENTS (104 TO 8TH FLOOR)  
STUDIO UNIT 5 - 1 TOTAL (12.5 SQ. REQ.)  
1-BEDROOM (14) - 11 TOTAL (156.0 SQ. REQ.)  
2-BEDROOM (4) - 11 TOTAL (112 SQ. REQ.)

TOTAL APARTMENT LAUNDRY = 54  
TOTAL PARKING REQUIRED 37 SPACES  
TOTAL PARKING PROVIDED 63 SPACES



CONCEPTUAL 2ND & 3RD FLOOR PLAN  
SCALE: 1/32" = 1'-0"

Design Form

## JANUARY 9, 2001

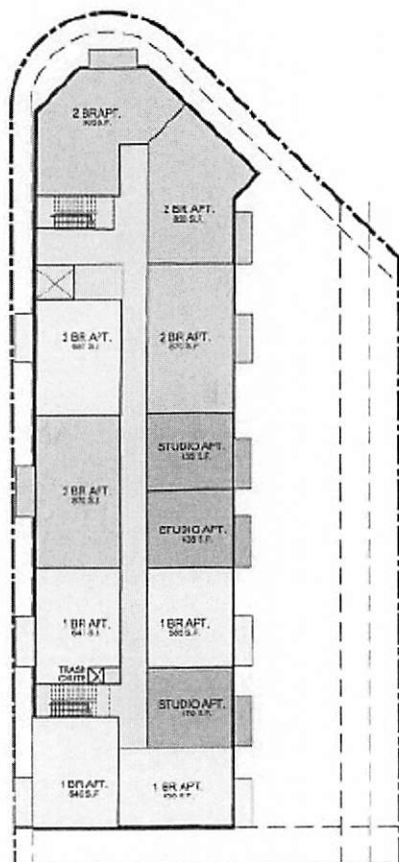
LEGEND

**VOTE:**  
 ASBOND CALCULATING  
 BASED ON REGULAR  
 MARKET RATE UNITS  
 AFFORDABLE HOUSING, LIKE  
 BAIID REDUCTIONS AND  
 OTHER POSSIBLE REDUCTION  
 (SEE OTHER SIDE OF CARD)

**Subtotal**  
MEDICAL OFFICES  
1ST FLOOR, 2ND & 3RD  
2ND & 3RD LOOR, 7TH & 8TH  
TOTAL MEDICAL FLOOR AREA = 1,425 S.F.  
DRURY 2ND - 3RD FLOOR SPACES REQ

APARTMENTS WITH 12 BTH FLOORS:  
 8 TWO-BEDROOM UNITS: 1 TOTAL, (12 SQ. FLOOR)  
 1 BEDROOM UNIT: 15 TOTAL, (26 SQ. FLOOR)  
 2 BEDROOM UNIT: 11 TOTAL, (12 SQ. FLOOR)

TOTAL APARTMENT UNITS = 34  
TOTAL PARKING REQUIRED: 87 SPACES  
TOTAL PARKING PROVIDED: 53 SPACES



CONCEPTUAL 2ND & 3RD FLOOR PLAN  
SCALE: 1/32" = 1'-0"

THE LEGACY VILLAGE  
LEGACY HEALTH RESIDUALS - BUILDING NO. 1000000000  
700 12 115 & 120 NW 22ND RD, FORT LAUDERDALE, FL 33311

PHOTO 1.000



ARCHITECT: J. B. BAKER

DESIGNER: J. B. BAKER

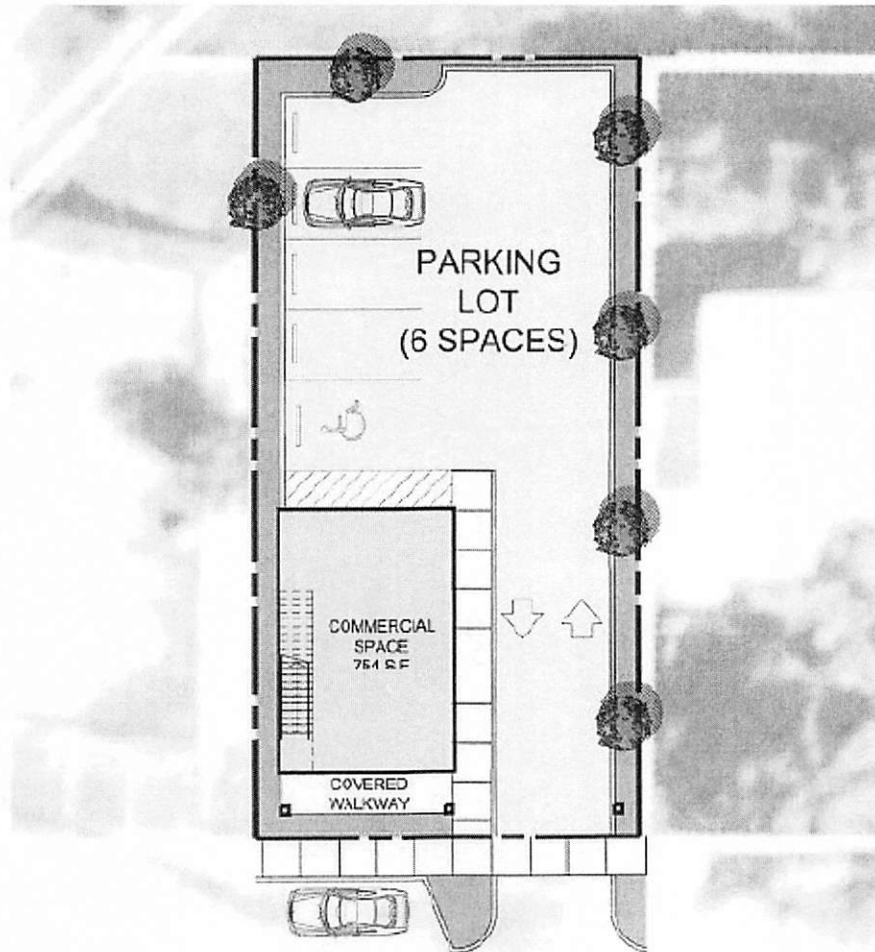
# THE LEGACY VILLAGE

JANUARY 2, 2022

LIVE / WORK UNITS  
650 & 744 NW 22 ROAD FORT LAUDERDALE, FL 33311

## LEGEND

	COMMERCIAL		BUILDING CIRCULATION		PARKING LOT
	BALCONY		BEDROOM UNIT 1,300 SF (TYPICAL UNIT SIZE)		LANDSCAPING



CALVIN SHIRLEY ROAD

CONCEPTUAL 2ND & 3RD FLOOR PLAN  
SCALE: 1/8" = 1'-0"







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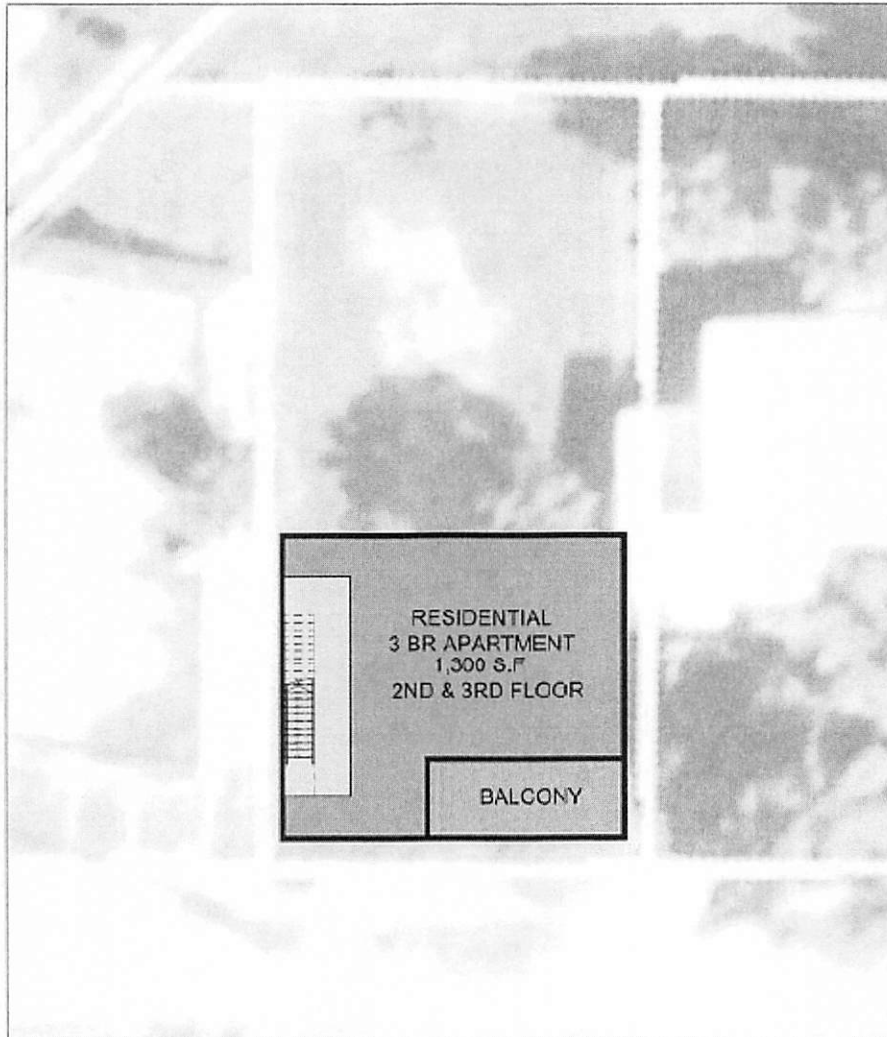
# THE LEGACY VILLAGE

JANUARY 6, 2022

LIVE / WORK UNITS  
660 & 744 NW 22 ROAD FORT LAUDERDALE, FL 33311

## LEGEND

 COMMERCIAL	 BUILDING/CORRELATION	 VACANT LOT
 BALCONY	 3 BEDROOM UNIT 1,300 SF (TYPICAL UNIT SIZE)	 ANCHORING



CONCEPTUAL 2ND & 3RD FLOOR PLAN  
SCALE: 1/16" = 1'-0"

Design2Form

## THE LEGACY VILLAGE

JANUARY 1, 2025

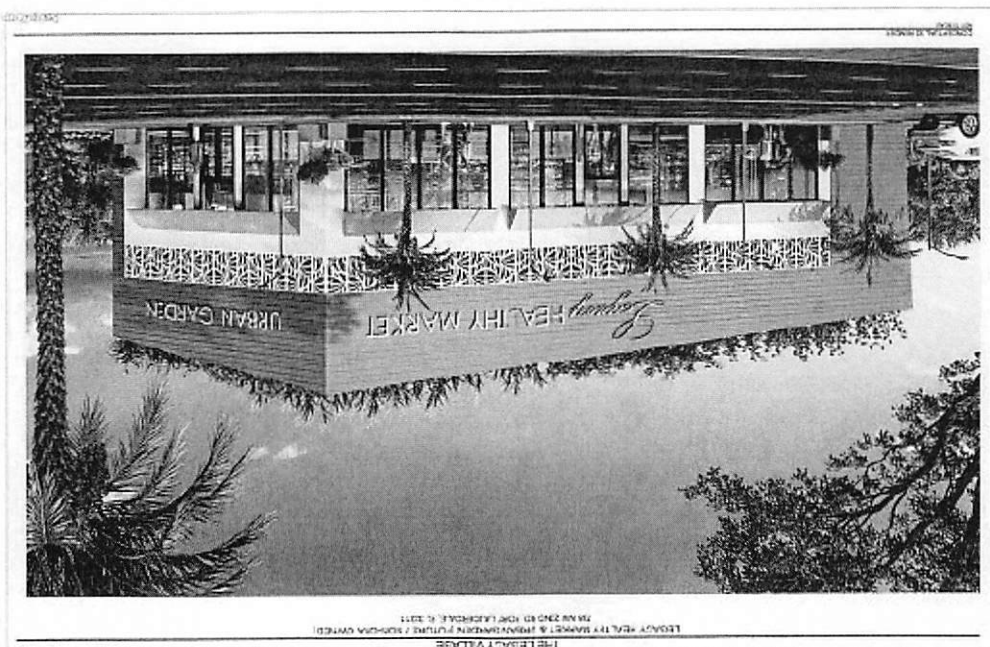
LIVE / WORK UNITS

660 & 744 NW 22 ROAD FORT LAUDERDALE, FL 33311



CONCEPTUAL 3D RENDER  
NOT TO SCALE

Design2Form



LEADLEY HEALTHY MARKET & JEFFREY GREENGLASS FUTURE / KENNEDY CORP.  
IN AN 2000 TO 2001 (APPROXIMATELY 2011)

THE LEADLEY VILLAGE