



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

SL **RUSH**

Today's Date: 11-12-24

DOCUMENT TITLE: 724 NW 15<sup>th</sup> Way- SEFTON & BEVERLY CHAMBERS (Commercial Contract, Addendum, & Assignment of Contract for Sale and Purchase Five originals.

COMM. MTG. DATE: 10/01/24 CAM #: 24-0816 ITEM #: PH-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Erica K./ 6088 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☐ NO

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

1) Dept: CAO Router Name/Ext: Erica K./6088 # of originals routed:      Date to CAO:     

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☐ NO # of originals attached 5

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 11-12-24

Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 5 Routed to: Donna V./Aimee L./CMO Date: 11/12/24

4) City Manager's Office: CMO LOG #: Nov 29 Document received from:     

Assigned to: SUSAN GRANT ☐ LAURA REECE ☐  
BEN ROGERS ☐ SUSAN GRANT as CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: L. Reece (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions:     

Forward 5 originals to ☐ Mayor ☒ CCO Date: 11/14/24

5) Mayor/CRA Chairman: Please sign as indicated. Forward      originals to CCO for attestation/City seal (as applicable) Date:     

6) City Clerk: Scan original and forwards      originals to: Erica K./ xt. 6088

Attach      certified Reso #      ☐ YES ☐ NO

Original Route form to Erica K./6088

**PH-1**    24-0816       Public Hearing Accepting the Development Proposal of Sefton and Beverly Chambers and Approving the Sale of Community Redevelopment Agency Property Located at 724 NW 15 Way for Affordable Housing; 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)

**ADOPTED**

**Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sturman,  
Commissioner Herbst, Vice Chair Glassman and Chair Trantalis

**ADJOURNMENT**



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

**#24-0816**

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

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

**DATE:** October 1, 2024

**TITLE:** Public Hearing Accepting the Development Proposal of Sefton and Beverly Chambers and Approving the Sale of Community Redevelopment Agency Property Located at 724 NW 15 Way for Affordable Housing; 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, accepting the development proposal of Sefton and Beverly Chambers; authorize the Executive Director to execute any and all related instruments; and delegate authority to the Executive Director to take certain actions.

**Background**

On January 18, 2022, the City of Fort Lauderdale transferred surplus scattered sites in the Northwest-Progresso-Flagler Heights (NPF) CRA area to the CRA for affordable housing. The properties were conveyed to the CRA at no cost. Florida Statutes requires cities to prepare an inventory list of City-owned property within its jurisdiction which are deemed appropriate for affordable housing. All properties under the City Affordable Housing Surplus List are dedicated to permanent affordable housing, according to Florida Statutes, and must remain affordable to families not exceeding 120% of the area median income. In response to community stakeholder interest in being able to participate in the redevelopment process, on April 4, 2024, the CRA issued a Notice of Intent to accept proposals and dispose of CRA property at 724 NW 15 Way for Affordable Housing. A copy of the location map, Broward County Property Appraiser information and photos of the property are attached as Exhibit 1, and the Notice of Intent (RFP Notice) published in the Sun Sentinel and Westside Gazette is attached as Exhibit 2

The property at 724 NW 15 Way is zoned RD -15 (Residential Single Family/Duplex/Low-Medium Density District) and contains an 874 square foot deteriorated, vacant single family home constructed in 1961 on a 5,625 square foot parcel. Proposals could include the purchase, rehabilitation and reuse of the existing structure, or demolition and construction of a new residential structure for affordable housing.

On May 6, 2024, a single proposal from Sefton and Beverly Chambers was received for the conveyance and renovation of the existing structure. A copy of the Proposal is attached as Exhibit 3. Their proposal is to purchase the property for \$1.00 and to completely renovate the property at their expense, estimated at approximately \$190,000. The severely deteriorated roof structure, water damaged interior and deteriorated electrical, plumbing and other systems will require the property be completed gutted and rebuilt. The property has a fair market value of \$104,063, based on an appraisal by Vance Real Estate Service as of June 1, 2023 (Exhibit 4). Because of the condition of the property, the appraiser assigned no value to the existing improvements and the valuation represents only the land value.

Sefton Chambers works in the construction industry and is experienced in renovation of this type. Mrs. Chambers is an experienced real estate professional and together the husband and wife team, who live in Dorsey Riverbend, have renovated and sold or managed numerous rental properties. The Chambers will fund the renovations from personal cash equity and line of credit. The Developer's timeline for the project is to commence with development approvals immediately upon award and to complete the project within 8 months.

An Evaluation Committee was established and met on June 24, 2024 to review and score the proposal based on the Evaluation Criteria below as stated in the RFP.

<b>RFP WEIGHED EVALUATION CRITERIA</b>	<b>Wt.</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;	33.33%
Demonstrates quality construction, materials and features of the structure and site; and.	33.33%
Demonstrates the financial capacity, development experience, qualifications and ability best suited to carry such proposal.	33.33%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

The Evaluation Committee consisted of:

- Vanessa Martin, Community Redevelopment Agency Business Manager
- Eleni Ward-Jankovic, CRA Housing and Economic Development Manager, and
- Corey Ritchie, Fort Lauderdale Community Redevelopment Agency Project Manager and State Certified General Contractor

The Evaluation Committee scored the proposal the maximum possible points and approved a motion to award the project to Sefton and Beverly Chambers.

On August 13, 2024, the NPF CRA Redevelopment Advisory Board unanimously recommended approval of this item. A copy of the minutes of the meeting are attached as Exhibit 5. A copy of the Affordable Housing Development Agreement and Purchase Contract and Addendum are attached as Exhibit 6. A copy of the Resolution is 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 and preserved by the incorporation into restrictions or covenants running with the land, if sold, or as restrictions or conditions of the lease or other instrument of conveyance or use. 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 is no fiscal impact associated with this action.

#### Strategic Connections

This item is a FY 2024 Commission Priority, advancing the Economic Development & Housing Accessibility initiatives.

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

- 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 Neighborhood Enhancement Focus Area
- The Future 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.

**Attachments**

Exhibit 1 – Location Map, Broward County Property Information and Photos

Exhibit 2 – RFP Notice and Exhibits for 724 NW 15 Way

Exhibit 3 – Proposal by Sefton and Beverly Chambers

Exhibit 4 – Property Appraisal – Vance Real Estate Service

Exhibit 5 – Approved Minutes of the August 13, 2024 NPF CRA Advisory Board

Exhibit 6 – Purchase Contract and Addendum

Exhibit 7 – 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

**RESOLUTION NO. 24-18 (CRA)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY ACCEPTING THE PROPOSAL OF SEFTON AND BEVERLY CHAMBERS AND APPROVING THE SALE OF REAL PROPERTY LOCATED AT 724 NW 15<sup>TH</sup> WAY, FORT LAUDERDALE, FLORIDA 33311; 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.**

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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 April 4, 2024, the Fort Lauderdale Community Redevelopment Agency, published a Notice of Intent, (the "RFP") to accept proposals to dispose of CRA property, the legal description is attached hereto as Exhibit "1" (the "Property"); and

WHEREAS, on May 6, 2024, the CRA received a single proposal from Sefton and Beverly Chambers for the conveyance and renovation of the existing structure; and

WHEREAS, on June 24, 2024, the RFP Evaluation Committee reviewed and scored the proposal and recommended acceptance of the proposal; and

WHEREAS, on August 13, 2024, the CRA Advisory Board unanimously recommended approval of the Project; and

WHEREAS, the CRA Board of Commissioners finds the proposal received by Sefton and Beverly Chambers demonstrates that they have the financial capacity, legal ability, development experience and qualifications to develop this Project; and

WHEREAS, the renovation of the existing structure 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 \$1.00, located at 724 NW 15<sup>th</sup> Way, Fort Lauderdale, Florida 33311, as legally described in Exhibit "1" attached hereto, to Sefton and Beverly Chambers and authorizes execution of the Commercial Contract and Addendum, in substantially the form attached hereto as Exhibit "2", and any and all other documents or instruments necessary or incidental to consummation of the transaction without further action or approval of this body. In accordance with City of Fort Lauderdale Resolution No. 21-158 and Resolution No. 21-98 and Florida Statutes, Section 420.0004(3), the Property shall remain affordable in perpetuity and shall be leased to households, at affordable rents, whose family income does not exceed 120% of Broward County Area Median Income, as adjusted for family household size. These restrictions shall be set forth in a Restrictive Covenant which shall encumber the Property and constitute a covenant running with the land. Further, conveyance of the Property shall be subject to a Right of Reverter in favor of the CRA and its successors and/or assigns, which right of reverter shall be released upon completion of the renovations to the Property.

**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 and other closing documents, without further action or approval of his body. The Executive Director or his or her designee is delegated authority to negotiate additional terms and conditions, modify the terms, take further



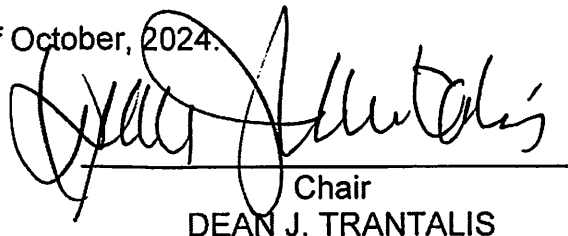
actions, and make such further determinations he deems advisable in furtherance of the goals and objectives of the Redevelopment Plan.

**SECTION 4.** Pursuant to Section 163.380(3)(a), Florida Statutes, an Invitation for Proposals to develop Fort Lauderdale Community Redevelopment Agency property located at 724 NW 15<sup>th</sup> Way, 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 develop the Property.

**SECTION 5.** That execution of the Commercial Contracts, Addendum, Conveyance Instrument, and other instruments shall be subject to the approval and consent 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 1<sup>st</sup> day of October, 2024.

  
Chair  
DEAN J. TRANTALIS

ATTEST:

  
CRA Secretary  
DAVID R. SOLOMAN

APPROVED AS TO FORM  
AND CORRECTNESS:

  
General Counsel  
THOMAS J. ANSBRO

Dean J. Trantalis      Yea

John C. Herbst      Yea

Steven Glassman      Yea

Pamela Beasley-Pittman      Yea

Warren Sturman      Yea

**Exhibit "1"**

**Legal Description**

**Lot 6, in Block 2, of CARVER PARK, according to the Plat thereof, as recorded in Plat Book 19, Page 21, of the Public Records of Broward County, Florida.**

**Folio No. 5042-04-28-0170**

# Commercial Contract

1. PARTIES AND PROPERTY: Sefton Chambers and Beverly Chambers ("Buyer")

agrees to buy and Fort Lauderdale Community Redevelopment Agency, an agency created under F.S. Part III, Chapter 163. ("Seller")

agrees to sell the property at:

Street Address: 724 NW 15th Way, Fort Lauderdale, Florida 33311

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: \$ 1.00

(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) see addendum \$ 0.00

(e) Other \$ 0.00

(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.

\$ 0.00

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 October 30, 2024, 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 will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

## 4. CLOSING DATE AND LOCATION:

(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

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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 \_\_\_\_\_, free of liens, encumbrances 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 Attached hereto

~~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 15 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 insurer as a base 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**  and **Seller**  (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.



~~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) Surveys (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 60 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 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

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

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.

(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

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

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 Law 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, 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.

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

251 **17. DISCLOSURES:**

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

257 ~~(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special~~  
258 ~~assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such~~  
259 ~~liens, if any, shall be paid as set forth in Paragraph 9(e).~~

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

264 ~~(d) **Energy Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by~~  
265 ~~Section 550.006, Florida Statutes.~~

266 **18. RISK OF LOSS:**

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

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

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

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

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

294 (a) **Seller's Broker:** NA  
295 \_\_\_\_\_  
(Company Name) (Licensee)  
\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

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

300 (b) **Buyer's Broker:** NA  
301 \_\_\_\_\_  
(Company Name) (Licensee)  
\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

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



302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
303 ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ other (specify)  
304

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

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

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

319 **23. ADDITIONAL TERMS:**

320  
321  
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330 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
331 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
332 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
333 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
334 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
335 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**  
336 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
337 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
338 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
339 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
340 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
341 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

Buyer [Signature] and Seller [Signature] ( ) 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.

**Sefton Chambers and Beverly Chambers**

Sefton Chambers Date: 9.25.24  
(Signature of Buyer)

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

Title: Buyer Telephone: 954-638-4068

Beverly Chambers Date: 9/25/24  
(Signature of Buyer)

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

Title: Buyer Telephone: 954-868-0856

Buyer's Address for purpose of notice 431 NW 17 Avenue, Ft. Lauderdale FL 33311

Facsimile: \_\_\_\_\_ Email: MRSBeverlychambers@yahoo.com  
Fort Lauderdale Community Redevelopment Agency, an agency created under F.S. Part III, Chapter 163.

[Signature] Date: 9/14/2024  
(Signature of Seller)

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

Title: Acting CRA Executive Director Telephone: \_\_\_\_\_

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

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

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

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

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

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**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-

**SEFTON CHAMBERS and BEVERLY CHAMBERS**, husband and wife, whose address is 431 NW 17<sup>th</sup> Avenue, Florida 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 and Sale.** Subject to the terms and conditions of the Commercial Contract, as amended by this Addendum, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the Property, subject to a Restrictive Covenant and Right of Reverter in favor of the Seller, subject to taxes for the year of closing and subsequent years, oil, gas, mineral rights with right of entry released, 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 **October 30, 2024**.

**2. Closing Date.** This transaction shall be closed, and the deed and possession of the Property shall be delivered, simultaneously with closing on the Buyer's construction financing or upon Buyer's providing satisfactory evidence that it has sufficient funds to construct the project and providing a construction budget to fully cover the cost the renovate the existing strucutre, unless extended by other provisions of this Contract or separate agreement. Authority is hereby delegated to the Executive Director to execute any agreements or amendments respecting extension or acceleration of the Closing Date.

Commercial Contract Addendum  
Buyer: Sefton and Beverly Chambers  
Seller: CRA

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

**Lot 6, in Block 2, of CARVER PARK, according to the Plat thereof, as recorded in Plat Book 19, Page 21, of the Public Records of Broward County, Florida.**

**Folio No. 5042-04-28-0170**

**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.

**3. Closing and Project.**

**3.1 Project.** Seller is conveying the Property to Buyer with the understanding that Buyer will develop and renovate the existing structure on the Property and lease or rent the home to an Eligible Homebuyer (as defined in Florida Statutes, Section 420.004(3)) in perpetuity.

**3.2 Conveyance.** Seller's conveyance of title to the Property shall be by Quit Claim Deed, subject to a right of reverter in favor of the Seller and subject to taxes for the year of closing and subsequent years, reservations, restrictions, easements, oil, gas and mineral rights with right of entry released, 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 obligated 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). In addition, Buyer agrees to take title subject to:

**3.2.1 Restrictive Covenant.** The Restrictive Covenant shall be recorded in the public records and shall be binding on the Buyer and its heirs, successors and/or assigns. The Restrictive Covenant shall provide that the Property shall be affordable in perpetuity as provided in City of Fort Lauderdale Resolution No. 21-158 and Chapter 420 of the Florida Statutes with respect to income restrictions and affordable rents and other covenants, terms, conditions and guidelines. The Restrictive Covenant shall contain provisions related to enforcement, compliance, monitoring and audit rights in favor of the Seller and its successors and/or assigns.

**3.2.2. Right of Reverter.** The Right of Reverter shall provide that the Property shall automatically revert to the Seller in the event the Buyer fails to renovate the structure in a workmanlike manner and in compliance with all laws, rules, regulations and ordinances imposed by the applicable authority with jurisdiction over renovation of an existing structure within 2 years from the date of conveyance of the Property. Seller, or its successor and/or assigns shall issue an affidavit in recordable form upon issuance of a certificate of completion or occupancy from the appropriate governing authority, terminating the Right of Reverter.

**3.3 Owner's Title Insurance Policy and Other Closing Costs.** The expense of the Owner's Title Insurance Policy for the Property(s), lien searches, 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 and recording fees needed to cure title defects. Certified, confirmed and ratified special assessment liens as of the Closing Date shall be paid by Buyer.

**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 **sixty (60) 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 of the purchase and sale of 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 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.

**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 § 6 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>) day after the Due Diligence Period has elapsed. The right of

cancellation may be exercised upon the discovery of any condition determined to be unacceptable to Buyer in its sole discretion.

**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 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 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.**

Commercial Contract Addendum  
Buyer: Sefton and Beverly Chambers  
Seller: CRA

**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.
- (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 effect such full compliance by Buyer.

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

- (a) **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.

(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.

**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 or 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:** Sefton Chambers and Beverly Chambers  
431 NW 17<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311  
Phone: (954) 638-4068  
Phone: (954) 868-0856  
Email: [mrseftonchambers@yahoo.com](mailto:mrseftonchambers@yahoo.com)  
Email: [mrsbeverlychambers@yahoo.com](mailto:mrsbeverlychambers@yahoo.com)

**SELLER:** Susan Grant, Acting Executive Director  
Fort Lauderdale Community Redevelopment Agency  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

Telephone: (954) 828-5145  
FAX: (954) 828-5021  
Email: SGrant@fortlauderdale.gov

with a copy to:

Thomas J. Ansbro, General Counsel  
Fort Lauderdale Community Redevelopment Agency  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5038  
FAX: (954) 828-5915  
Email: TAnsbro@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;
- (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.

Buyer acknowledges 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.

(a) 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.

(b) 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.

**Rights Reservation.** Pursuant to F.S. 270.11 (2017), the Seller reserves all right, title or interest in phosphate, minerals, metals or petroleum, in, on or under the Property in the event the same is mined or developed. However, the Seller X releases \_\_\_\_\_ does not release its right \_\_\_\_\_.

(n) **Sovereign Immunity.** Nothing herein shall be construed or deemed a waiver of sovereign immunity in favor 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.

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

WITNESSES:

Donna Varisco  
Donna Varisco

[Witness type or print name]

abb  
Maria Amrett

[Witness type or print name]

ATTEST:

David R. Soloman  
David R. Soloman, CRA Secretary



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

By: Susan Grant  
Susan Grant, Acting Executive Director

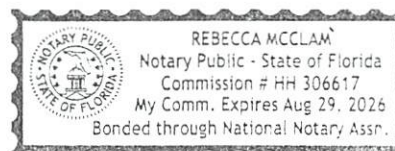
Approved as to form and correctness:  
Thomas J. Ansbro, General Counsel

Lynn Solomon  
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 14th day of November, 2024, by **Susan Grant**, Acting Executive Director of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY on behalf of the company.

Rebecca McClam  
Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

WITNESSES:

SEFTON CHAMBERS

Erika Haynes

Erika Haynes  
[Witness print or type name]

Hannah Jean

Karen A. Turner  
[Witness print or type name]

By: Sefton Chambers  
Sefton Chambers

BEVERLY CHAMBERS

Erika Haynes

Erika Haynes  
[Witness print or type name]

Hannah Jean  
Karen A. Turner

Karen A. Turner  
[Witness print or type name]

By: Beverly Chambers  
Beverly Chambers

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25<sup>th</sup> day of September, 2024, by Sefton Chambers, as an individual.

Roschell J. Franklin  
Notary Public, State of Florida

Roschell Franklin

Name of Notary Typed, Printed or Stamped



Personally Known X OR Produced Identification \_\_\_\_\_

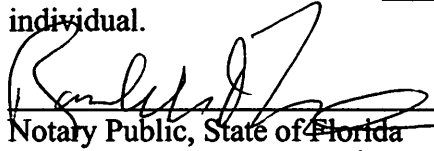
Type of Identification Produced \_\_\_\_\_

Commercial Contract Addendum  
Buyer: Sefton and Beverly Chambers  
Seller: CRA



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 29<sup>th</sup> day of September, 2024, by Beverly Chambers, as an  
individual.

  
Notary Public, State of Florida

Roschell Franklin

Name of Notary Typed, Printed or Stamped



Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**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**

## **ASSIGNMENT OF CONTRACT FOR SALE AND PURCHASE**

**THIS ASSIGNMENT OF CONTRACT FOR SALE AND PURCHASE** (the "Assignment") is made and entered into as of November 14, 2024, by and among **SEFTON CHAMBERS and BEVERLY CHAMBERS** ("Assignor") and **724 NW 15<sup>TH</sup> WAY, LLC, a Florida limited liability company** ("Assignee").

WITNESSETH:

**WHEREAS**, Assignor, as "Purchaser", entered into that certain Commercial Contract dated on or about 11/14, 2024 (the "Contract") with the Fort Lauderdale Community Redevelopment Agency ("CRA") ("Seller") for the purchase of the Property as defined therein; and

**WHEREAS**, Assignor desires to assign to Assignee all of its right, title, and interest in and to the Contract and the Property, and Assignee desires to accept such assignment and to assume all of Assignor's obligations as to the purchase of the Property under the Contract, under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the Assignor and Assignee, propose the CRA consent to an assignment of the Contract to the Assignee. Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, interest, duties and obligations in, to and under the Contract, as the same may have been amended through the date hereof (including, without limitation, any and all monies which may have been paid or deposited by Assignor under the Contract through the date hereof), and all claims, rights, benefits and privileges, if any, that Assignor may have or to which Assignor may be entitled under or by virtue of the Contract. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits, risks and obligations conferred upon and undertaken by Assignor in the Contract as though, and to the same extent as, if Assignee had been named the Purchaser of the Property in the Contract.

2. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Contract, as the same may have been amended through the date hereof. From and after the date hereof, Assignee hereby agrees to hold Assignor free and harmless from any and all losses, liabilities, obligations, debts and expenses arising under the Contract, as the same may have been amended through the date hereof, and the transactions contemplated therein.

3. Assignor shall not be deemed released from its obligations under the Contract by virtue of this Assignment.

4. Assignors represent they are the sole owners and members of the Assignee and such ownership structure shall not change without the consent of the CRA. This provision shall survive closing on the Property.

5. This Assignment may be executed in counterparts, with each counterpart constituting one and the same document so long as Assignee and Assignor have each executed an identical counterpart. This Assignment may also be executed by facsimile, with a facsimile or photocopy of an original signature constituting an original.

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

IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representatives, execute this Assignment of Contract for Sale and Purchase as follows:

**ASSIGNOR:**

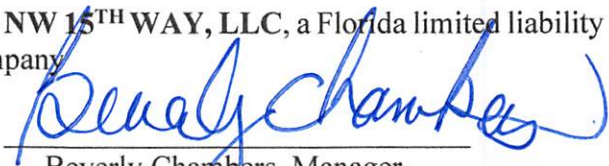
  
Sefton Chambers

  
Beverly Chambers

**ASSIGNEE:**

724 NW 15<sup>TH</sup> WAY, LLC, a Florida limited liability company

By:


  
Beverly Chambers, Manager

IN WITNESS WHEREOF, Agency, by and through their respective authorized representatives, execute this Assignment of Contract for Sale and Purchase as follows:

**AGENCY**

The Fort Lauderdale Community Redevelopment Agency, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, by and through its undersigned Acting Executive Director, does hereby X consent \_\_\_\_\_ does not consent to the foregoing Assignment of Contract on this 14 day of November, 2024.

**FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY**, a body corporate  
and politic of the State of Florida created pursuant to  
Part III, Chapter 163

By:   
Susan Grant, Acting Executive Director

Approved as to form and correctness:  
D'Wayne M. Spence, Deputy General Counsel

By:   
Lynn Solomon, Assistant General Counsel

## **ASSIGNMENT OF CONTRACT FOR SALE AND PURCHASE**

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**WITNESSETH:**

**WHEREAS**, Assignor, as "Purchaser", entered into that certain Commercial Contract dated on or about November 14, 2024 (the "Contract") with the Fort Lauderdale Community Redevelopment Agency ("CRA") ("Seller") for the purchase of the Property as defined therein; and

**WHEREAS**, Assignor desires to assign to Assignee all of its right, title, and interest in and to the Contract and the Property, and Assignee desires to accept such assignment and to assume all of Assignor's obligations as to the purchase of the Property under the Contract, under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the Assignor and Assignee, propose the CRA consent to an assignment of the Contract to the Assignee. Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, interest, duties and obligations in, to and under the Contract, as the same may have been amended through the date hereof (including, without limitation, any and all monies which may have been paid or deposited by Assignor under the Contract through the date hereof), and all claims, rights, benefits and privileges, if any, that Assignor may have or to which Assignor may be entitled under or by virtue of the Contract. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits, risks and obligations conferred upon and undertaken by Assignor in the Contract as though, and to the same extent as, if Assignee had been named the Purchaser of the Property in the Contract.

2. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Contract, as the same may have been amended through the date hereof. From and after the date hereof, Assignee hereby agrees to hold Assignor free and harmless from any and all losses, liabilities, obligations, debts and expenses arising under the Contract, as the same may have been amended through the date hereof, and the transactions contemplated therein.

3. Assignor shall not be deemed released from its obligations under the Contract by virtue of this Assignment.



4. Assignors represent they are the sole owners and members of the Assignee and such ownership structure shall not change without the consent of the CRA. This provision shall survive closing on the Property.

5. This Assignment may be executed in counterparts, with each counterpart constituting one and the same document so long as Assignee and Assignor have each executed an identical counterpart. This Assignment may also be executed by facsimile, with a facsimile or photocopy of an original signature constituting an original.

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

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**ASSIGNOR:**

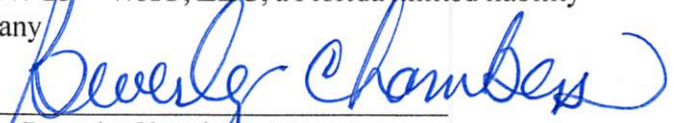
  
Sefton Chambers

  
Beverly Chambers

**ASSIGNEE:**

724 NW 15<sup>TH</sup> WAY, LLC, a Florida limited liability company

By:


  
Beverly Chambers, Manager

IN WITNESS WHEREOF, Agency, by and through their respective authorized representatives, execute this Assignment of Contract for Sale and Purchase as follows:

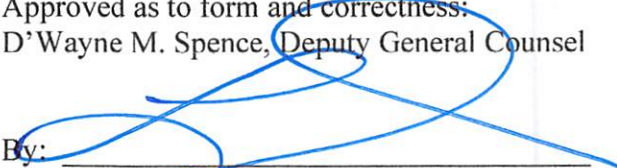
**AGENCY**

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**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

By:   
Susan Grant, Acting Executive Director

Approved as to form and correctness:  
D'Wayne M. Spence, Deputy General Counsel

By:   
Lynn Solomon, Assistant General Counsel

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WITNESSETH:

**WHEREAS**, Assignor, as "Purchaser", entered into that certain Commercial Contract dated on or about November 14, 2024 (the "Contract") with the Fort Lauderdale Community Redevelopment Agency ("CRA") ("Seller") for the purchase of the Property as defined therein; and

**WHEREAS**, Assignor desires to assign to Assignee all of its right, title, and interest in and to the Contract and the Property, and Assignee desires to accept such assignment and to assume all of Assignor's obligations as to the purchase of the Property under the Contract, under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the Assignor and Assignee, propose the CRA consent to an assignment of the Contract to the Assignee. Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, interest, duties and obligations in, to and under the Contract, as the same may have been amended through the date hereof (including, without limitation, any and all monies which may have been paid or deposited by Assignor under the Contract through the date hereof), and all claims, rights, benefits and privileges, if any, that Assignor may have or to which Assignor may be entitled under or by virtue of the Contract. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits, risks and obligations conferred upon and undertaken by Assignor in the Contract as though, and to the same extent as, if Assignee had been named the Purchaser of the Property in the Contract.

2. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Contract, as the same may have been amended through the date hereof. From and after the date hereof, Assignee hereby agrees to hold Assignor free and harmless from any and all losses, liabilities, obligations, debts and expenses arising under the Contract, as the same may have been amended through the date hereof, and the transactions contemplated therein.

3. Assignor shall not be deemed released from its obligations under the Contract by virtue of this Assignment.

4. Assignors represent they are the sole owners and members of the Assignee and such ownership structure shall not change without the consent of the CRA. This provision shall survive closing on the Property.

5. This Assignment may be executed in counterparts, with each counterpart constituting one and the same document so long as Assignee and Assignor have each executed an identical counterpart. This Assignment may also be executed by facsimile, with a facsimile or photocopy of an original signature constituting an original.

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

IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representatives, execute this Assignment of Contract for Sale and Purchase as follows:

**ASSIGNOR:**

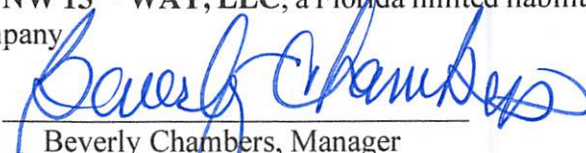
  
Sefton Chambers

  
Beverly Chambers

**ASSIGNEE:**

724 NW 15<sup>TH</sup> WAY, LLC, a Florida limited liability company

By:


  
Beverly Chambers, Manager

IN WITNESS WHEREOF, Agency, by and through their respective authorized representatives, execute this Assignment of Contract for Sale and Purchase as follows:

**AGENCY**

The Fort Lauderdale Community Redevelopment Agency, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, by and through its undersigned Acting Executive Director, does hereby X consent        does not consent to the foregoing Assignment of Contract on this 14 day of November, 2024.

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

By:   
Susan Grant, Acting Executive Director

Approved as to form and correctness:  
D'Wayne M. Spence, Deputy General Counsel

By:   
Lynn Solomon, Assistant General Counsel