



## DOCUMENT ROUTING FORM

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

1L

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

## 1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 5/19/2025

☒ Agenda Item ☐ Non-Agenda

Charter Ofc: CAO

Router Name:

Ext:

Department: HCD

Router Name: Angella Walsh

Ext: 6024

Commission Mtg. Date: 5/6/2025

CAM #: 25-0102

Item #:

Document Title:

New Construction Agreement for Oasis of Hope Community Development Corporation, INC

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

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

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☐ Yes ☐ NoIs the attached Granicus document Final? ☐ Yes ☐ No Number of originals attached: \_\_\_\_\_Attorney's Name: \_\_\_\_\_ Approved as to Form: ☐ Yes ☐ No Initials: [Signature]Continue Routing To: FIN (if applicable) Date: \_\_\_\_\_ and then to CCO Date: 5-20-25

## 3) CITY CLERK OFFICE (CCO):

Clerk Initials: WAY

# of originals: \_\_\_\_\_

Routed to Dept/Charter Ofc.: \_\_\_\_\_

Date: 05/20/254) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 5/21 CMO LOG #: M4493TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☐ B. Rogers, ☒ C. Cooper ☐ L. Reece Date: 5/22/25

Comments/Questions \_\_\_\_\_

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

CMO Log Out &amp; Forward to CCO, Date: \_\_\_\_\_, for continuous routing to the Mayor.

## 5) MAYOR/CRA CHAIRMAN:

Date Received: \_\_\_\_\_

Date to CCO: \_\_\_\_\_

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

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

Dept.: HCD

\*Name: Angella Walsh

Contact # 6024

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

Scan Date: \_\_\_\_\_ Attach certified Resolution # \_\_\_\_\_ ☐ Yes ☐ No Original form route to CAO✗ Email scan to Erica K. St. Louis



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

**#25-0102**

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

**FROM:** Rickelle Williams, City Manager

**DATE:** May 6, 2025

**TITLE:** Motion Approving an Award of State Housing Initiatives Partnership  
(SHIP) Funding to Oasis of Hope Community Development Corporation  
Inc. for New Construction-Homeownership - \$700,000 - (**Commission  
District 3**)

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**Recommendation**

Staff recommends the City Commission approve an award in the amount of \$700,000 in State Housing Initiatives Partnership (SHIP) funds to Oasis of Hope Community Development Corporation Inc. and authorize the City Manager to execute all documents associated with this funding award.

**Background**

Oasis of Hope Community Development Corporation, a City-approved Community Housing Development Organization (CHDO), has submitted a proposal requesting \$700,000 in SHIP funding. These funds will provide gap financing for the construction of seven (7) affordable homes for homeownership by low- to moderate-income families earning up to 140% of the Area Median Income (AMI). Three (3) of the homes will be built at 606 NW 15<sup>th</sup> Terrace, 638 NW 14<sup>th</sup> Way, and 624 NW 15<sup>th</sup> Avenue, respectively. The remaining four (4) homes will be part of a townhouse development at 641 and 637 NW 14<sup>th</sup> Avenue.

The homeownership project is currently in the permitting stage. The SHIP funding awards for FY 2021-2022 are within the maximum award amount per housing unit specified in each fiscal year's Local Housing Assistance Plan (LHAP): \$100,000 per unit for FY 2021-2022 (Exhibit 3).

Approval of this project will advance the Commission's priority of expanding housing accessibility. It will also ensure the expenditure of 2021-2022 SHIP funds according to the approved extension granted by the State of Florida to spend SHIP funds within a specific deadline from the date the funding was made available to the City (Exhibit 4).

**Resource Impact**

There will be a fiscal impact to the City in the amount of \$700,000, made available through SHIP.

<b>Funds available as of 4/16/2025</b>					
<b>ACCOUNT NUMBER</b>	<b>PROJECT NAME (Program)</b>	<b>ACCOUNT/ ACTIVITY NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE (Character)</b>	<b>AMOUNT</b>
10-130-9300-559-80- 8004-22SH-TBD	SHIP FY21-22 NEW CNSTRN HM OWNERSHIP	Grant Service / Additional Funds	\$264,945.98	\$264,945.98	\$264,945.98
10-130-9300-559-80- 8004-23SHNC	SHIP FY21-22 NEW CONSTRUCTION	Grant Service / Additional Funds	\$604,001.30	\$604,001.30	\$435,054.02
<b>TOTAL ►</b>					<b>\$700,000.00</b>

### **Strategic Connections**

This item is a FY 2025 Commission Priority, advancing the Housing Accessibility initiative.

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 Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing, housing for low-income, very low-income, and moderate-income families, mobile homes, group home facilities and foster care facilities, with supporting infrastructure and public facilities.
- Goal 2: Be a community of strong, beautiful, and healthy neighborhoods.

### **Attachments**

Exhibit 1 – Oasis of Hope CDC Solicitation Letter & Proposal

Exhibit 2 – SHIP CHDO New Construction- Homeownership Participation Agreement

Exhibit 3 – Amended 2019-2022 SHIP Local Housing Assistance Plan (LHAP)

Exhibit 4 – Florida Housing Finance Corporation Approved Extension for 2021-2022

Prepared by: Rachel Williams, Housing and Community Development Manager,  
Development Services Department

Acting Department Director: Porshia L. Garcia, Development Services Department

**STATE HOUSING INITIATIVES PARTNERSHIP  
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)  
NEW CONSTRUCTION -HOMEOWNERSHIP PARTICIPATION AGREEMENT  
(FY 2023-2024)**

THIS AGREEMENT is made by and between:

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

and

**OASIS OF HOPE COMMUNITY DEVELOPMENT  
CORPORATION, INC.**, a non-profit corporation organized  
under the laws of Florida, hereinafter referred to as "Participant".

WHEREAS, pursuant to the 2019-2022 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) approved by City Commission on April 2, 2019, CAM Item 19-0224, the City Commission of Fort Lauderdale authorized the proper City officials to execute this Agreement; and

WHEREAS, the 2019-2022 LHAP was amended on October 5, 2022, CAM Item 21-0880 to include the addition of a new strategy: New Construction-Homeownership on page 12 of the LHAP to provide SHIP funding for development of new home construction.

WHEREAS, the City received \$1,251,351.00 for 2021-2022 State Housing Initiatives Partnership (SHIP) funds to provide for the development of affordable housing in the City of Fort Lauderdale; and

WHEREAS, Participant is a designated Community Housing Development Organization (CHDO) for the City of Fort Lauderdale. As a CHDO, Participant is eligible to develop an affordable housing program; and

WHEREAS, Participant intends to construct seven (7) new homes including three new single-family homes and four townhomes in Fort Lauderdale which will be sold to eligible first-time homebuyers whose income will not exceed 140% of the Area Median Income of Broward County, Florida, as adjusted for household size ("AMI").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **ARTICLE I PURPOSE**

- 1.0 The purpose of this Agreement is to outline the requirements by which the City will provide funds to Participant so that Participant can construct three single-family homes and four townhomes for sale to Eligible Households.
- 1.1 The funds provided herein shall be provided to Participant in the form of a deferred loan. The City will secure all properties with a mortgage, note and restrictive covenant. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount of \$700,000 for construction of the seven (7) units, a separate mortgage and restrictive covenant, in form and substance, acceptable to the City and such other documents as requested by the City. The loan shall be repaid to the City upon sale of the completed home to a SHIP income eligible homebuyers minus a Developer's Fee and the lien of the mortgage shall be partially released upon sale of each home to an eligible SHIP homebuyer. A portion of the loan (not to exceed \$75,000 per unit) may be assumable by an Eligible Homebuyer provided the EH qualifies under the City's down payment assistance program, executes the required documents and agrees to reside within the unit for a minimum of 15 years. Participant is required to sell the home or townhome to an Eligible Homebuyer at the approved Purchase Price.

## **ARTICLE II DEFINITIONS**

- 2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as herein otherwise expressly provided:
- 2.1 "Agreement" means all documents signed and executed as part of this package, the Participants Proposal for the purpose of carrying out the responsibilities according to this SHIP Community Housing Development Organization (CHDO) agreement for New Construction Homeownership.
- 2.2 "Carrying Costs" means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.
- 2.3 "CITY" means the City of Fort Lauderdale.
- 2.4 "Closing Costs" means usual buyer closing costs including documentary stamps, survey, title, lead base paint inspection, environmental checklist inspection, appraisal and recording fees, SHIP inspection by licensed building or general contractor or a licensed SHIP inspection company cost.
- 2.5 "Developer's Fee" means up to fifteen percent (15%) of the construction cost per single family home or townhome as applicable.

- 2.6 “Effective Date” means the date this Agreement was approved by the City Commission.
- 2.7 “Eligible Homebuyer” or “EH” means eligible first-time homebuyers, as defined under SHIP federal regulations and whose income does not exceed 140% of AMI.
- 2.8 “FI” means Financial Institution.
- 2.9 “HCD” means the Fort Lauderdale’s Housing and Community Development Division.
- 2.10 “HCD Approval” means the written approval of the Housing & Community Manager or designee.
- 2.11 “HCD Manager” means the Housing & Community Development Division Manager or designee.
- 2.12 “SHIP Property” means N.A.
- 2.13 “FHFC” means the Florida Housing Finance Corporation.
- 2.14 “Lending Entity” or “LE” means the financial institution that provides a first mortgage to Eligible Homebuyer for purchase of an eligible property.
- 2.15 “Participant” means Oasis of Hope Community Development Corporation Inc.
- 2.16 “New Construction Cost” mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to construct the house or townhome in accordance with the standards that meets the City Code, Florida Building Code and all other codes, laws and regulations associated thereto as authorized by HCD.
- 2.17 “Participant Pre-purchase Costs” means costs associated with marketing, homebuyer intake activities, third party income verification, or any cost incurred by Participant except as provided herein, prior to purchase by Eligible Homebuyer.
- 2.18 “Purchase Price” means the maximum purchase price to be paid by Eligible Homebuyer as approved by HCD.
- 2.19 “Property” or “Identified Properties” means the property owned by the Participant as referenced in Section 3.0 and legally described in Exhibit “A”.

**ARTICLE III**  
**FUNDING AND METHOD OF PAYMENT**

- 3.0 The maximum loan amount payable by the City under this Agreement will be \$264,945.98 of 2021-2022 SHIP funding and \$435,054.02 of 2022-2023 SHIP funding for properties listed below.
1. 606 NW 15 Terrace, Fort Lauderdale, Florida 33311- 1 home constructed
  2. 624 NW 15<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311- 1 home constructed
  3. 633 NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311- 2 townhomes constructed
  4. 641 NW 15<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311- 2 townhomes constructed
  5. 638 NW 14 Way, Fort Lauderdale, Florida 33311- 1 home constructed
- 3.1 Participant may request funds from the City for payment of all eligible New Construction cost on a reimbursement basis. Participant may not request disbursement of funds under this Agreement until the appropriate documentation has been reviewed and verified by City for payment of eligible costs. The amount of each request must be limited to the actual amount required to pay for an invoice submitted by a third party.
- 3.2 Participant will ensure that any expenditure of SHIP funds will be in compliance with the requirements of Florida Housing Finance Corporation and acknowledges that SHIP funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
- 3.3 Participant will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, or construction prior to City written approval.
- 3.4 The Participant has identified seven eligible property(ies) and will provide the following documents for each for HCD approval:
- Title Search Report
  - Construction Scope of Work
  - Project Budget (including sources and uses of all project funds)
  - Project Financing / Subsidy Layering
  - Market Analysis / Assessment
  - Project Timeline
  - An eligible client list that confirms the agency has identified client(s) interested in purchasing the property
  - Proof of Builder's Risk Insurance
  - Proof of the issuance of a building permit
  - Construction contract with licensed contractor
  - Lender's title policy insuring the interest of the City
  - Amendment to the Fort Lauderdale Community Redevelopment Agency Development Agreement to raise the approved purchase price

- Proof of construction finance

The City cannot fund 100% of any CHDO project. Additionally, the City cannot invest more SHIP funds than necessary to provide quality, financially viable affordable housing.

- 3.5 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to retain payment until adequate documentation has been provided and reviewed.
- 3.6 Participant shall submit a final reimbursement invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with SHIP regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants.

#### **ARTICLE IV GRANT ACTIVITIES**

- 4.0 The Participant will use the allocated SHIP funds to fund a portion of the cost of construction in accordance with the construction budget approved by HCD.
- 4.1 The construction must meet the City's Florida Building Code and all other applicable laws or regulations.

- 4.1.1 The Participant shall provide an itemized contractor's estimate for the scope of work for the Identified Properties, ensuring that the costs are consistent with industry standards. In addition, a timeline within which the scope of work will be completed shall be submitted to HCD. The scope of work must be completed within thirty (30) months from the date a building permit issued which permit shall be issued within 30 days after the Effective Date of this Agreement.

HCD must review and approve the scope of work and said scope must be consistent with HCD's Construction Standards.

- 4.1.2 Prior to beginning the construction process, the Participant shall provide a written contract between contractor and the Participant to cover the scope of work within thirty (30) days from the date the City Commission approves this Agreement. The Participant shall be responsible for obtaining all City final inspection approvals.
- 4.2 If HCD approves the Participant's submittals in writing the following shall occur:

Prior to the City disbursing any proceeds, the Participant shall:

- Execute a mortgage in favor of the City to secure the promissory note in the amount of \$700,000. The City will enjoy the third position on the Property.

- Execute for recording a declaration of restrictive covenants imposing the affordability restrictions on the Identified Properties and requirements that the IP must remain affordable home ownership for a period of 15 years starting from the date of occupancy of the first Eligible Homebuyer. The mortgage is not assumable and shall contain a due on sale clause in the event of the sale, transfer or conveyance of the Identified Properties.

#### 4.3 FINANCIAL RESPONSIBILITIES

4.3.1 Reimbursable Construction Costs. The Participant shall submit one invoice to HCD for eligible reimbursable construction costs.

4.3.2 Construction Costs. The maximum cost for construction payable by City is as approved by HCD but shall not exceed \$700,000 without further authorization from the City Commission.

#### 4.4 CONSTRUCTION OF PROPERTY

4.4.1 The Participant shall take those actions necessary to obtain the documents required for permitting. The Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the IP Property meets requirements of the Florida Building Code, local codes, and federal regulations for housing quality standards and those required to commence and complete construction of the project on the IP Property. Further, Participant shall comply with the American with Disabilities Act, if applicable. The Participant shall be responsible for and obtain all final certificates of occupancy or completion, as applicable.

4.4.2 The Participant shall be responsible for obtaining all final releases from contractor subcontractors, and laborers prior to applying for a final inspection and provide proof of same to HCD if requested.

4.4.3 The Participant shall insure that the contractor is licensed, bonded, insured and qualified to complete the scope of work as approved by HCD.

### ARTICLE V RESTRICTIONS ON PROPERTY

5.0 A Property newly constructed by the Participant using SHIP funds shall be restricted as follows: The completed units must be sold to an Eligible Homebuyer at the approved Purchase Price.

5.1 All residential units assisted with SHIP funds must be occupied by households up to 140% of Area Median Income. Any unit not meeting this requirement will be subject to recapture of funds used to construct the unit.

**ARTICLE VI  
RESPONSIBILITY FOR PROPERTY**

- 6.0 The Participant will pay when due all taxes, assessments, whether special or ordinary, water rates and other governmental charges, fines, and impositions, of every kind and nature whatsoever, now and hereafter imposed on the mortgaged property, and will pay when due every amount of indebtedness secured by any lien of which the lien of the City's Mortgage is expressly subject. The Participant will keep all buildings now existing, or which may hereafter be erected or installed in the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies. All policies shall list the City as a loss payee or additional insured as appropriate. The Participant shall keep the Identified Properties well maintained and in standard condition and repair during the term of this Agreement.

**ARTICLE VII  
SCOPE OF SERVICES**

- 7.0 The Participant shall complete construction of the units and expend the initial contracted amount provided in Article III in accordance with the terms of this Agreement. If the Participant fails to expend \$700,000 by December 31, 2025, the City may terminate this Agreement, and the remaining funds will be de-obligated.
- 7.1 In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the HCD Manager may grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
- 7.2 Participant shall be solely responsible for completing all activities as provided in this Agreement.
- 7.3 Participant, subject to the terms and conditions herein, shall be solely responsible for executing a Contract, (hereinafter "Construction Contract") between itself and any eligible contractor for performance of necessary construction work that meets all the terms and conditions of the SHIP program regulations.
- 7.4 Participant shall be solely responsible for administering the grant funds allocated herein in accordance with all applicable SHIP regulations and only using the funds for approved Construction Costs.
- 7.5 Participant shall not award any grant funds for expenditures made in connection with this Agreement without HCD consent. HCD will ensure that all expenditures conform to the City's housing policies and guidelines as well as applicable federal regulations and local housing ordinances.

- 7.6 Participant shall maintain its status as an eligible CHDO as defined by HUD regulations at 24 CFR 92. Participant agrees to provide information as may be requested by HCD to document its continued compliance, including but not limited to, an annual board roster and certification of continued compliance. All assets acquired by Participant with SHIP funds pursuant to this Agreement shall revert to the City upon the dissolution of Participant or upon Participant's failure to maintain its status as an eligible CHDO.
- 7.7 All homeownership assisted with SHIP funds must meet the affordability requirements of SHIP guidelines. The City will require repayment of any funds from Participant used to assist construction of housing not meeting the standards.
- 7.8 Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner.

#### **ARTICLE VIII CERTIFICATIONS**

- 8.0 Participant certifies that it shall comply with the following requirements:
- 8.1 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.2 Drug-free workplace, identified at 24 CFR 24.
- 8.3 Anti-lobbying, identified at 24 CFR 87.
- 8.4 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.

#### **ARTICLE IX MONITORING AND RECORD KEEPING**

- 9.0 Participant will provide a written report to the City on programmatic and financial status following the execution of this Agreement and until the construction of the units have been completed. **A report must be submitted with each reimbursement / payment request.** The report shall include information for all SHIP Properties constructed with SHIP funds and identifying if construction has been completed. The records shall be available for inspection by the City or HUD representatives during all normal business hours.
- 9.1 Participant shall ensure that all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement and the administration of the program under the regulations are preserved and accessible to the City for audit purposes.

**ARTICLE X  
TERMINATION OF AGREEMENT**

- 10.0 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.
- 10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.
- 10.2 Termination shall be upon no less than twenty-four hours' notice, in writing, delivered by certified mail, or in person.
- 10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 10.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:
- (a) As to the City:
- Rickelle Williams, City Manager  
City Manager's Office  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 1430  
Fort Lauderdale, Florida 33301
- (b) As to the Participant:
- Jaqueline Reed-Stills, President & CEO  
Oasis of Hope Community Development Corporation  
600 SW 3<sup>rd</sup> Street, Suite 2290  
Pompano Beach, Florida 33060

**ARTICLE XI  
INDEMNIFICATION CLAUSE**

11. Participant shall indemnify and save harmless and defend City, its agents, servants and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Participant, its agents, servants or employees in the performance of services under this Agreement.

**ARTICLE XII  
AMENDMENT**

12. The parties reserve the right to modify, by mutual consent, terms and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing and executed by the authorized City and Participant official.

**ARTICLE XIII  
VENUE**

13. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise here from.

**ARTICLE XIV  
PUBLIC RECORDS**

**IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

PARTICIPANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if PARTICIPANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of PARTICIPANT or keep and maintain public records required by the CITY to perform the service. If PARTICIPANT transfers all public records to the CITY upon completion of this Agreement, PARTICIPANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARTICIPANT keeps and maintains public records upon completion of this Agreement, PARTICIPANT shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**ARTICLE XV**  
**AFFIDAVITS**

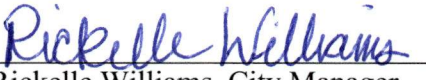
Participant shall certify and execute the Anti-Human Trafficking Affidavit attached hereto as Exhibit "B" and Affidavit of Compliance with Foreign Entity Laws attached hereto as Exhibit "C".

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

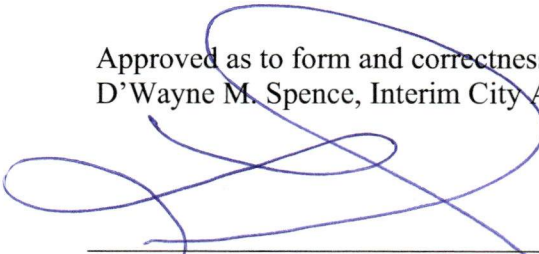
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

**CITY**

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

By:   
Rickelle Williams, City Manager

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

  
\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney

ATTEST:

  
David R. Solomon, City Clerk

**PARTICIPANT**

**Oasis of Hope Community Development Corporation**, a Florida non-profit corporation

WITNESSES :

Angella Walsh  
ANGELLA WALSH

[Witness print name]

Akilah Grant  
Akilah Grant

[Witness print name]

By [Signature]  
Jacqueline Reed-Stills, President and CEO

Attest:

\_\_\_\_\_  
Corporate Secretary

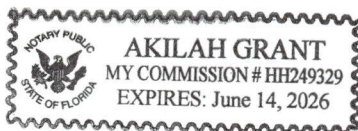
(CORPORATE SEAL)

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online, ☐, this 13th day of May, 2025, by Jacqueline Reed-Stills, as President and CEO of **Oasis of Hope Community Development Corporation**, a Florida non-profit corporation, on behalf of the corporation, who are ☐ personally known to me or ☒ have produced Florida Driver License as identification.

(NOTARY SEAL)



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

Akilah Grant  
Name of Notary Typed, Printed or Stamped

My Commission Expires: June 14, 2026

Commission Number: HH249329

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**IDENTIFIED PROPERTIES**

PARCEL 1

Lot 11, Block 3, of DORSEY PARK, according to the map or plat thereof as recorded in Plat Book 19, Page 5, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-23-0350

Address: 606 NW 15<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311

PARCEL 2

Lots 17 and 18, Block 4, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0910

Address: 624 NW 15<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

PARCEL 3

Lots 38 and 39, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0460

Address: 633 NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

PARCEL 4

Lots 34 and 35, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0430

Address: 641 NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

PARCEL 5

Lots 24 and 25, Block 3, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0660

Address: 638 NW 14<sup>th</sup> Way, Fort Lauderdale, Florida 33311

**EXHIBIT "B"**  
**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

### Affidavit of Compliance with Foreign Entity Laws

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

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

Date: 5/13/2025, 2025 Signed: [Signature]

Entity: Oasis of Hope CDC Name: Jacqueline Reed-Stills

Title: President & CEO

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2025, by

Jacqueline Reed-Stills, as President & CEO for Oasis of Hope CDC, who is personally known to me or who has produced Florida Driver License as identification.

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

Print Name: Akilah Grant My commission expires: June 14, 2026

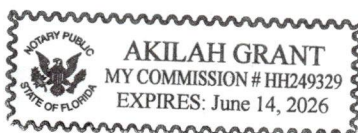


EXHIBIT "C"  
AFFIDAVIT OF COMPLIANCE "KIDNAPPING; CUSTODY OFFENSES; HUMAN TRAFFICKING  
AND RELATED OFFENSES (FLORIDA STATUTE 787.06)"



CITY OF FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY

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

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

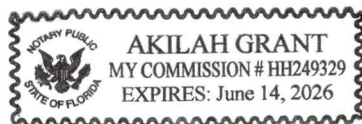
Under penalties of perjury, I declare that I have read the foregoing Anti-Human  
Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: [Signature]  
Office Address: 600 SW 3rd Street #2290 Pompano Beach, FL 33062  
Email Address: Jacqueline@OasisCDC.org  
Main Phone Number: 454-5861283 FEIN No.: 80-0388452

STATE OF Florida  
COUNTY OF Broward

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization,  
this 13th day of May, 2025, by Jacqueline Reed-Stills  
(Print name of corporate officer/representative)

(NOTARY SEAL)



[Signature]  
(Signature of Notary Public – State of Florida)  
Akilah Grant  
Print, Type or Stamp Commissioned Name of  
Notary Public

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

COMMUNITY REDEVELOPMENT AGENCY  
914 Sistrunk Blvd, Suite 200, Fort Lauderdale 33311  
TELEPHONE (754) 828-6100  
WWW.FORTLAUDERDALE.GOV

PREPARED BY AND RETURN TO:  
Lynn Solomon, Assistant City Attorney  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

Space Reserved for Recording Information

**CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF  
FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAXES ON DOCUMENTS**

**CITY OF FORT LAUDERDALE**

**THIS MORTGAGE IS SUBJECT TO THE FOLLOWING LIENS:  
MORTGAGE TO CHAMPIONS FUNDING, LLC RECORDED INSTRUMENT NO.  
118224827, INSTRUMENT NO. 118224828, INSTRUMENT NO. 118224797,  
INSTRUMENT NO. 118224816 AND MORTGAGE TO FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY RECORDED AT INSTRUMENT NO.  
118226639 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

THIS MORTGAGE entered into on this 13 day of May, 2025, by **OASIS  
OF HOPE COMMUNITY DEVELOPMENT CORPORATION, INC.**, a non-profit  
corporation, hereinafter called "Mortgagor", in favor of the City of Fort Lauderdale, a Florida  
municipal corporation, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness of State Housing  
Initiatives Partnership (SHIP) Program funds in the principal amount not to **exceed Seven  
Hundred Thousand and 00/100 Dollars (\$700,000)**, thereon, which shall be payable in  
accordance with the terms of the Agreement between Mortgagor and Mortgagee on file with  
the office of the City Clerk, City of Fort Lauderdale and certain Promissory Note, hereinafter  
called "Note(s)", and all other indebtedness which the Mortgagor is obligated to pay to the  
Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby  
grants, conveys and mortgages to the Mortgagee:

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be used for, or are to be erected or installed thereon and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner; and

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

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

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

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

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

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

3. This Mortgage and Note(s) were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Loan evidenced by the Note(s), for the purpose of the scope of work as contemplated in the SHIP Participation

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

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

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

6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

7. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the Mortgaged Property hereby, insured against loss by fire and other hazards, casualties and contingencies,

including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be affected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies thereof shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee within 10 business days at Housing & Community Development, 914 NW Sistrunk Blvd, Fort Lauderdale, Florida 33311. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the required deposits (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.

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

8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note(s), without the payment of penalties or premiums. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sale proceeds.

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

thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

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

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

(a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note(s), which have become due under the terms of the Agreement, this Mortgage, and the Note(s).

(b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note(s) (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.

(c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage.

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

(e) The sale, lease, transfer, or disposition of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the

happening of any of which the Note(s) shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "Events of Default".

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

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

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

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

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

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

17. Notice and demand or request may be made in writing and may be served in person or by mail to the parties below:

As to the City: Rickelle Williams  
City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Ave., Suite 2100  
Fort Lauderdale, Florida 33301

With a copy to: D'Wayne M. Spence  
Interim City Attorney  
City of Fort Lauderdale  
One East Broward Blvd, Suite 1320  
Fort Lauderdale, Florida 33301

As to the Mortgagor: Oasis of Hope Community Development  
Corporation, Inc.  
Jacqueline Reed-Stills, President and CEO  
600 SW 3<sup>rd</sup> Street, Suite 2290  
Fort Lauderdale, FL 33060

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

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

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

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

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

The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the

maximum allowable amount under the existing City of Fort Lauderdale SHIP New Construction Homeownership Program, together with interest thereon, if any, and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note(s) referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money.

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**WITNESSES:**

Angella Walsh  
Witness #1 Signature

ANGELLA WALSH  
Witness #1 Printed Name

914 Sistrunk Blvd Ste 103  
Witness #1 address Fort Lauderdale  
FL 33311

Akilah Grant  
Witness #2 Signature

Akilah Grant  
Witness #2 Printed Name  
914 N. W. 1st St. Ste 103 Ft. Lauderdale FL 33311  
Witness #2 address

**MORTGAGOR(s):**

**OASIS OF HOPE COMMUNITY  
DEVELOPMENT CORPORATION**, a  
Florida non-profit corporation

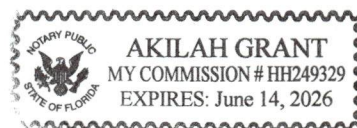
By: Jacqueline Reed-Still  
Jacqueline Reed-Still, President & CEO

STATE OF: FLORIDA

COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online, ☐ this 13th day of May 2025, by Jacqueline Reed-Still, as President and CEO of **Oasis of Hope Community Development Corporation**, a Florida non-profit corporation on behalf of the company ☐ personally known to me or ☒ have produced Florida Driver License as identification.

Akilah Grant  
Signature of Notary Public, State of Florida  
Akilah Grant  
Name of Notary Typed, Printed or Stamped



Personally Known \_\_\_\_\_ OR Produced Identification ☒  
Type of Identification Produced Florida Driver License

APPROVED AS TO FORM AND CORRECTNESS:  
D'Wayne M. Spence, Interim City Attorney

By: Lynn Solomon  
Lynn Solomon, Assistant City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1**

Lot 11, Block 3, of DORSEY PARK, according to the map or plat thereof as recorded in Plat Book 19, Page 5, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-23-0350

Address: 606 NW 15<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311

**PARCEL 2**

Lots 17 and 18, Block 4, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0910

Address: 624 NW 15<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

**PARCEL 3**

Lots 38 and 39, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0460

Address: 633 NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

**PARCEL 4**

Lots 34 and 35, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0430

Address: 641 NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

**PARCEL 5**

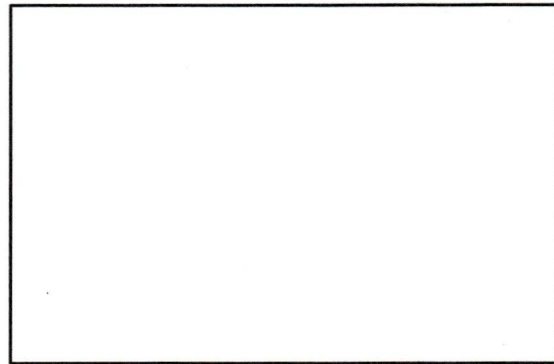
Lots 24 and 25, Block 3, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, Public Records of Broward County, Florida.

Folio No.: 5042-04-11-0660

Address: 638 NW 14<sup>th</sup> Way, Fort Lauderdale, Florida 33311

Prepared by and return to:

This instrument prepared by:  
Lynn Solomon, Assistant City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301



### DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this 13 day of May 2025, by **OASIS OF HOPE COMMUNITY DEVELOPMENT CORPORATION, INC.**, a non-profit corporation (hereinafter "PARTICIPANT") in favor of the City of Fort Lauderdale, a Florida municipal corporation.

WHEREAS the City of Fort Lauderdale, a Florida municipal corporation (hereinafter "CITY"), is the recipient of State Housing Initiatives Partnership Program ("SHIP") funds from the Florida Housing Finance Corporation ("FHFC") to fund its Local Housing Assistance Plan (LHAP), which plan provides for a New Construction-Homeownership Development Strategy; and

WHEREAS, in connection with the acceptance and such use of the SHIP funds, FHFC regulations mandate the enforcement of certain "affordability" requirements upon the Property for a specified period of time; and

WHEREAS, PARTICIPANT submitted an unsolicited proposal to renovate the real property located at located at 606 NW 15<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311, 624 NW 15<sup>th</sup> Avenue, Florida, Florida 33311, 633 NW 14th Avenue, Fort Lauderdale, Florida 33311, 641 NW 14th Avenue, Fort Lauderdale, Florida 33311 and 638 NW 14<sup>th</sup> Way, Florida 33311; and

WHEREAS, in order to comply with the affordability requirements, PARTICIPANT agrees to restrict the use of the Property as affordable housing for 15 years for Eligible Households; and

WHEREAS, PARTICIPANT has entered into a SHIP Participation Agreement with the CITY, dated 5/13/2025 ("Agreement") which sets forth the affordability requirements.

NOW, THEREFORE, in accordance with and in consideration of the foregoing, PARTICIPANT declares that the Property described herein shall be held and occupied subject to the restrictions, covenants, servitudes, impositions, charges, and liens hereinafter set forth herein.

1. The above recitals are true, complete, and correct and are hereby incorporated herein by this reference.
2. **Oasis of Hope Community Development Corporation**, a Florida non-profit corporation is the Owner of the subject property legally described as follows:

Lot 11, Block 3, DORSEY PARK, according to the map or plat thereof as recorded in Plat Book 19, Page 5, of the Public Records of Broward County, Florida.

- o Property ID: 5042-04-23-0350

Also known as 606 NW 15<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311

Lots 17 and 18, Block 4, of LINCOLN PARK PARK CORRECTED PLAT, according to the map or plat thereof as recorded in Plat Book 5, Page 2, Public Records of Broward County, Florida.

- o Property ID: 5042-04-11-0910

Also known as 624 NW 15<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

Lots 38 and 39, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

- o Property ID: 5042-04-11-0460

Also known as 633 NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

Lots 34 and 35, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

- o Property ID: 5042-04-11-0460

Also known as 633 NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311

Lots 24 and 25, Block 3, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, Page 2, Public Records of Broward County, Florida.

- o Property ID: 5042-04-11-0660

Also known as: 638 NW 14<sup>th</sup> Way, Fort Lauderdale, Florida 33311

(collectively referred to as the "Property")

3. The restrictions contained herein and, in the Agreement, shall apply for fifteen (15) years from the date of the sale of a unit to an Eligible Household ("the period of affordability"). This period of affordability will continue for fifteen (15) years regardless of any sale, transfer, conveyance or encumbrance of the Property.
4. Within the period of affordability, units in the subject property must be occupied by an Eligible Homebuyer consistent with the requirements of SHIP Program and the agreement with the City. Units not meeting this requirement will be subject to recapture of funds used for new construction of affordable units on the Property. All of the units must be sold to Eligible Households as defined in the Participation Agreement.

5. These covenants shall remain in effect for the period of affordability set forth in paragraph 3, unless amended by written consent of the CITY.
6. The CITY OF FORT LAUDERDALE, its successors, and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Such remedies may include specific performance, injunction or other legal or equitable remedies.
7. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
8. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
9. It is intended that this Declaration and the rights and obligations set forth herein shall be a covenant running with the land and shall bind the land and every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the City of Fort Lauderdale and its respective parties and their successors and assigns.
10. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and the rights and obligations hereunder shall be binding upon the Owner and its successors or assigns.
11. During the period of affordability, the PARTICIPANT shall comply with the terms and conditions set forth in the State Housing Initiatives Partnership New Construction-Homeownership Participation Agreement (FY 2021-2022) dated May 13, 2025 between the CITY and the PARTICIPANT.

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

IN WITNESS WHEREOF, the PARTICIPANT has executed this Declaration of Restrictive Covenants on the date set forth below.

Signed, sealed, and delivered in the presence of:

Angella Walsh  
Witness #1 Signature

ANGELLA WALSH  
Witness #1 Printed Name

914 Stunk Blvd Ste 103  
Witness #1 address Fort Lauderdale  
FL 33311

Akilah Grant  
Witness #2 Signature

Akilah Grant  
Witness #2 Printed Name

914 NW 6th St. Ste. 103 Ft. Laud. FL 33311  
Witness #2 address

**OASIS OF HOPE COMMUNITY  
DEVELOPMENT CORPORATION, a  
Florida non-profit corporation**

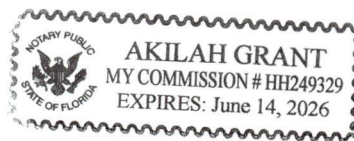
By: Jacqueline Reed-Stills  
Jacqueline Reed-Stills, President and CEO

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online, ☐, this 13th day of May 2025, by Jacqueline Reed-Stills, as President and CEO of **Oasis of Hope Community Development Corporation**, a Florida non-profit corporation on behalf of the company who is ☐ personally known to me or ☒ have produced Florida Driver License as identification.

Akilah Grant  
Signature of Notary Public, State of Florida

Akilah Grant  
Name of Notary Typed, Printed or Stamped



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

Type of Identification Produced Florida Driver License

This instrument prepared by:  
Lynn Solomon, Assistant City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

**CITY OF FORT LAUDERDALE  
STATE HOUSING INITIATIVES PROGRAM**

**PROMISSORY NOTE  
(Deferred Payment)**

DATE: \_\_\_\_\_, 2025

NAME: **OASIS OF HOPE COMMUNITY DEVELOPMENT CORPORATION, INC.**, a  
n o n -profit corporation

**PROJECT: STATE HOUSING INITIATIVES PARTNERSHIP NEW CONSTRUCTION-  
HOMEOWNERSHIP DEVELOPMENT PROGRAM**

FOR VALUE RECEIVED, the undersigned (referred to as "Maker(s)") jointly and severally promise to pay to the order of the **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation (referred to as the "City"), or its successors in interest or assigns, the principal amount of **Seven Hundred Thousand and 00/100 Dollars (\$700,000) or so much as shall be advanced.**

1. **TERM.** Maker shall repay the outstanding principal balance of loan on or before two (2) years from the date of this note.
2. **INTEREST RATE:** The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Second Mortgage (as hereinafter defined), or the Agreement.
3. **PAYMENT:** Payment of the entire principal amount of this loan, shall be due and payable in full upon the occurrence of the following: on or before two (2) years from the date of this note or in the event of default in the performance of any of the covenants, understandings and agreements set forth in this note or in the Participation Agreements between the Maker and the City in such event, the entire unpaid principal amount and accrued interest charged at the maximum rate allowed by law, if any, of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the SHIP Participation Agreements (referred to as "Agreement") and Mortgage recorded in the public records as security for this note and notes executed in the future for construction of the Project as defined in the Agreement. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty (30) calendar days after the time of such default until

paid. Failure of the City to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The deferred payment on the principal amount of this Note is to be made in lawful money of the United States paid at:

CITY OF FORT LAUDERDALE  
FINANCE DEPARTMENT  
101 NE 3<sup>rd</sup> Avenue, Suite 1400  
FORT LAUDERDALE, FL 33301

The undersigned Maker(s) reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this Note, the undersigned Maker(s) agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

This Note is secured by a City of Fort Lauderdale Mortgage on real property pursuant to the New Construction-Homeownership Loan Agreement, recorded in Official Records Instrument # \_\_\_\_\_, or in O.R. Book \_\_\_\_, Page \_\_\_\_\_, of the Public Records of Broward County, duly filed for record in Broward County, Florida.

The City agrees to look solely to the real estate located at 606 NW 15<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311, 624 NW 15<sup>th</sup> Avenue, Florida, Florida 33311, 633 NW 14th Avenue, Fort Lauderdale, Florida 33311, 641 NW 14th Avenue, Fort Lauderdale, Florida 33311 and 638 NW 14<sup>th</sup> Way, Florida 33311 (the "Property") as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

The undersigned Maker(s) hereby waives demand, protest and notice of demand and the undersigned Maker(s) hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Whenever used herein the terms "City", and "Maker(s)" shall be construed in the singular or plural as the context may require or admit as of its date.

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

IN WITNESS WHEREOF, this Note has been duly executed by the Maker(s), as of its date.

**WITNESSES:**

Angelika Walsh  
Witness #1 signature

ANGIELLA WALSH  
[Witness #1 print or type name]

914 Sistrunk Blvd Ste 103  
[Witness #1 address] Fort Lauderdale  
FL 33311

Akilah Grant  
Witness #2 signature

Akilah Grant  
Witness #2 print name  
914 NW 6th St. Ste 103 Ft. Lauderdale, FL 33311  
[Witness #2 print address]

**MAKER(S):**

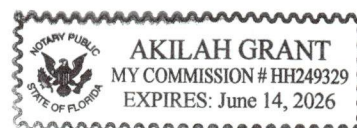
**OASIS OF HOPE COMMUNITY  
DEVELOPMENT CORPORATION, a**  
Florida non-profit corporation

By: Jacqueline Reed-Stills  
Jacqueline Reed-Stills, President and CEO

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence  
or        online notarization this 13th day of May, 2025, by Jacqueline  
Reed-Stills, as President and CEO of **Oasis of Hope Community Development Corporation**,  
a Florida non-profit corporation.

Akilah Grant  
Signature of Notary Public, State of Florida  
Akilah Grant  
Name of Notary Typed, Printed or Stamped



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

APPROVED AS TO FORM AND CORRECTNESS:  
D'Wayne M. Spence, Interim City Attorney

By: Lynn Solomon  
Lynn Solomon, Assistant City Attorney