

**CITY OF FORT LAUDERDALE  
REHABILITATION/REPLACEMENT HOUSING PROGRAM  
PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this 30<sup>th</sup> day of November, 2023  
by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation  
(hereinafter referred to as "City"),

and

**Austin Barrett and Clodeth Barrett**, as Husband and Wife  
(hereinafter referred to as "Property Owner(s)" or "Participant(s)").

WHEREAS, the City Commission of City, at its meeting of August 16, 2022, approved CAM# 22-0624, which includes the 2022-2023 State Housing Initiatives Partnership (SHIP) program funds and policies and guidelines for the City of Fort Lauderdale Substantial Rehabilitation/Replacement Program; and

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

1. **PURPOSE.** The purpose of this Agreement is to establish the requirements for the City to loan money to Property Owner(s) for the purpose of owner-occupied substantial rehabilitation/replacement construction of a house on Property Owner(s)'s property. The construction loan financing and this Agreement are subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines ("Program").

2. **SCOPE.** The loan proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation, replacement, construction, and related soft costs for the house on Property Owner(s)'s property ("Project") having the address of:

**1100 S.W. 31<sup>st</sup> Avenue**  
Fort Lauderdale, Florida 33312

Legally described as:

Lot 3, Block 3, Gillcrest First Addition, according to the map or plat thereof as recorded in Plat Book 34, Page 47, Public Records of Broward County, Florida. ("Property").

3. **FORM OF ASSISTANCE.** The amount of the loan shall not exceed Sixty Thousand Dollars and Zero Cents (**\$60,000.00**). Upon execution of this Participation Agreement, the Program maximum amount of the loan shall be earmarked and set aside for the Property Owner(s)

to be used solely for the Property Owner(s)'s Project. The monies provided shall be withdrawn and used on behalf of the Property Owner(s) by City solely to pay for the Project costs. Payments shall be made in accordance with the procedures provided in the form Contractor Agreement and Construction Contract Addendum used by and on file with the City's administrator of the Program ("Construction Contract").

Participant(s) shall execute a promissory note in the full amount of the loan as provided in this Paragraph 3 that will be secured by the mortgage as provided in paragraph 6 of this Agreement, recorded in the public records of Broward County in the maximum amount of the loan provided in this Paragraph.

This Agreement may be modified by the parties during construction to increase the loan to cover additional costs of construction if additional funds become available. Upon completion of the Project, or if this Agreement is terminated for any reason prior to completion of the Project and funds remain in Property Owner(s)'s Project account that are unencumbered, a modification of the mortgage reducing the amount secured by the Mortgage will be executed by the City and recorded in the public records of Broward County.

Upon execution of this Agreement, Participant(s) agrees to execute the note in the full amount of the loan as provided in this Paragraph covering all Project costs to be incurred in order to secure and implement the Construction Contract and the mortgage securing the maximum loan amount, which Mortgage will be recorded in the public records of Broward County and constitute a lien against the Property.

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

(b) Term of Repayment. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Property Owner(s), for a fifteen (15) year period. The fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable evidencing the house may be occupied by Participant(s). Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the Property during the fifteen (15) year period. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied, and the Property Owner(s) shall be issued a Satisfaction of Mortgage. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sales proceeds.

4. OCCUPANCY. Property Owner(s) must provide annual certification to the City which confirms that the Property is the principal residence of Property Owner(s).

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

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

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

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

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

(c) The City's discovery of Property Owner(s)'s failure in the Application to the City to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter into this Agreement, or any other agreements entered into by the City with Property Owner(s) (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Property Owner(s)), or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner(s).

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

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

(f) Property Owner(s) acquiring additional indebtedness upon the Property without the specific written consent by the City; and/or

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

In the event of default, the entire sum due is payable immediately and interest may be charged at the maximum rate allowed by law. Participant(s) acknowledges that if the Project is terminated before completion, either voluntarily or otherwise, it will constitute an ineligible activity and any funds invested in the Project must be repaid by the Property Owner(s) to the City.

8. **CLOSING.** The closing on this loan property shall occur within thirty (30) days after the date of execution of this Agreement. The closing shall be conducted at the City of Fort Lauderdale, Housing and Community Development Division, 914 Sistrunk Boulevard, Suite 103, Fort Lauderdale, Florida, 33311 or such other place as may be selected and designated by the City.

9. **ADMINISTRATION.** As an administrative function, the City shall serve in the capacity of an escrow agent for Property Owner(s) in the event that the Property Owner(s) selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for this Program, or for contract items or additional work which are at the sole cost of, and payment by the Property Owner(s). In such case, the deposit from the Property Owner(s) shall be provided to the City at the closing on the loan for the additional funds or the

cost differential plus contingency reserve necessary to fully fund the work being undertaken in connection with this Agreement. Any escrowed funds shall be promptly deposited by the City and the Property Owner(s) shall not be entitled to receipt of any interest on any such required sum deposited and held in escrow. The City shall return to the Property Owner(s) any unused portion of the contingency reserve within ten (10) working days from the date of completion and acceptance of the work, which shall be the date of the Certificate of Completion for the Project.

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

11. DISBURSEMENTS. Charges incurred in connection with closing the loan made pursuant to this Agreement shall be paid directly to the charging party, and the Property Owner(s) shall receive a written record of these charges on the disclosure statement provided at the closing.

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

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

Copies of insurance policies or certificates of insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the maximum loan amount specified in Paragraph 3 for the Property plus the remaining principal balance of any existing mortgages, unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policies shall be issued by a company, or companies of such financial responsibility acceptable to the City, and the policies shall be endorsed to reflect the City's legal interest in the Property. In the event any sum of money becomes payable under such policy or policies, City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction of the Property Owner(s)'s similar obligation to superior mortgages, if any, or else the City may permit the Property Owner(s) to receive and use the same or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Agreement and the Mortgage. Policies issued pursuant to this Paragraph of the Agreement shall initially be for at least a one (1) year term for Standard Fire and Extended Coverage Insurance and for Flood Insurance, which shall be prepaid in full upon the closing of this loan as a condition precedent to the disbursement of any loan proceeds; said insurance coverage shall be maintained by the Property Owner(s) in full force and effect during the term of this Agreement.

13. INSURANCE. The City shall obtain a title insurance policy in an American Land Title Association (ALTA) form in the amount of the loan as it appears in Paragraph 3 of this Agreement and as it appears on the Note and the Mortgage used to secure the loan that secures this

Agreement, unless the City determines that a lesser amount is acceptable. Such policy shall insure that the Mortgage will be a valid lien on the premises, free and clear of all code defects and encumbrances not approved by the City and shall contain no survey exceptions unless waived at the discretion of the City.

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

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

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

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

AS TO THE CITY:  
City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida, 33311

AS TO THE PROPERTY OWNER(S):  
**Austin Barrett & Clodeth Barrett**  
1100 S.W. 31<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33312

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

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

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

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

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

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

Donna Varisco  
Witness signature

By: [Signature]  
Greg Chavarria, City Manager

Donna Varisco  
Witness Name - Printed or Typed

[Signature]  
Witness signature

Approved as to Form and Correctness:  
Thomas J. Ansbro, City Attorney

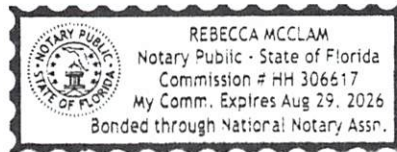
Renee Voller  
Witness Name - Printed or Typed

By: [Signature]  
Patricia SaintVil-Joseph  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 30th day of November, 2023, by Greg Chavarria, as City Manager for the City of Fort Lauderdale, a Florida municipal corporation.

[Signature]  
Signature of Notary Public, State of Florida



Rebecca McClam  
Name of Notary Typed, Printed or Stamped

Personally Known        OR Produced Identification       

Type of Identification Produced

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties, as of its date.

WITNESSES:

MAKER(S):

Angella Walsh

Witness signature

ANGELLA WALSH

Print Name

Akilah Grant

Witness signature

Akilah Grant

Print Name

By: Austin Barrett

**Austin Barrett**

1100 S.W. 31<sup>st</sup> Avenue

Fort Lauderdale, Florida 33312

STATE OF: FLORIDA

COUNTY OF: BROWARD

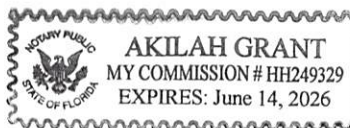
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20th day of November, 2023, by **Austin Barrett**.

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 License



IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties, as of its date.

WITNESSES:

Angella Walsh  
Witness signature

ANGELLA WALSH  
Print Name

Akilah Grant  
Witness signature

Akilah Grant  
Print Name

MAKER(S):

By: Clodeth Barrett  
**Clodeth Barrett**

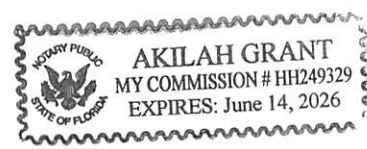
1100 S.W. 31st Avenue  
Fort Lauderdale, Florida 33312

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20th day of November, 2023, by **Clodeth Barrett**.

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 License



This instrument prepared by:  
Patricia SaintVil-Joseph, Assistant City Attorney  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

CITY OF FORT LAUDERDALE  
REHABILITATION/REPLACEMENT HOUSING PROGRAM PROMISSORY NOTE  
(Deferred Payment)

DATE: November 30, 2023

CASE NO: RH23-007

NAME: **Austin Barrett and Clodeth Barrett, Husband & Wife**

PROJECT: **State Housing Initiatives Partnership (SHIP)(Rehabilitation)**

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 municipal corporation of the State of Florida (referred to as the "City"), or its successors in interest, the principal amount of **Sixty Thousand Dollars and Zero Cents (\$60,000.00)**.

1. **TERM.** Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Maker(s), for a fifteen (15) year period. The fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable evidencing the house may be occupied by Maker(s). Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the property during the fifteen (15) year period. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied, and the Maker(s) shall be issued a Satisfaction of Mortgage.
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, or such part of the principal amount as has not been forgiven, is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker(s) signing this Note (being the fee simple titleholder to the below referenced property), other than as a result of the transfer to heirs of the estate of the Maker(s); or (2) should the property be used for non-residential purposes; or (3) should the property not be maintained in standard condition; or (4) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage. 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 Rehabilitation/Replacement Housing Program Participation Agreement (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 Mortgage. 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  
100 N. ANDREWS AVENUE  
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. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sale proceeds. During the deferred payment term of fifteen (15) years, this Note will not accrue interest except in the event of default. 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 Rehabilitation/Replacement Housing Program Second Mortgage on real estate, for a substantial rehabilitation/replacement loan, recorded in Official Records Instrument # \_\_\_\_\_ 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 **1100 S.W. 31<sup>st</sup> Avenue**, Fort Lauderdale, Florida, 33312 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 protest are hereby waived, 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:

MAKER(S):

Angella Walsh  
Witness signature

By: Austin Barrett  
**Austin Barrett**  
1100 S.W. 31st Avenue  
Fort Lauderdale, Florida 33312

ANGELLA WALSH  
Print Name

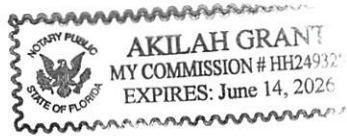
Akilah Grant  
Witness signature

Akilah Grant  
Print Name

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20th day of November, 2023, by **Austin Barrett**.

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 License

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

WITNESSES:

*Angella Walsh*  
Witness signature

ANGELLA WALSH  
Print Name

*Ahilah Grant*  
Witness signature

Ahilah Grant  
Print Name

MAKER(S):

By: *Clodeth Barrett*

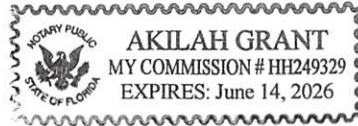
**Clodeth Barrett**  
1100 S.W. 31st Avenue  
Fort Lauderdale, Florida 33312

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20th day of November, 2023, by Clodeth Barrett.

*Ahilah Grant*  
Signature of Notary Public, State of Florida

Ahilah Grant  
Name of Notary Typed, Printed or Stamped



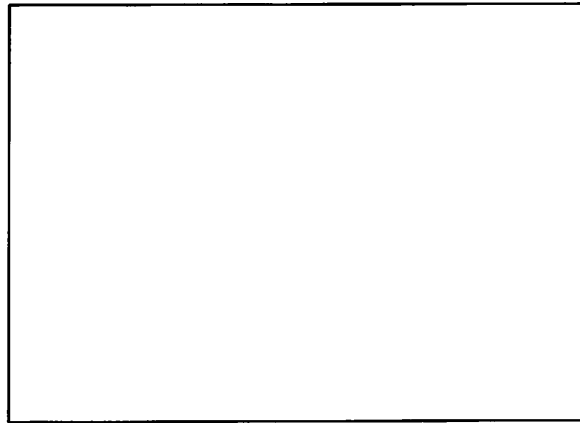
Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced Florida License

APPROVED AS TO FORM AND CORRECTNESS:  
Thomas J. Ansbro, City Attorney

By: *Patricia Saint-Vil-Joseph*  
Patricia Saint-Vil-Joseph, Assistant City Attorney

PREPARED BY AND RETURN TO:  
Patricia SaintVil-Joseph, Assistant City Attorney  
City of Fort Lauderdale  
100 N. Andrews Avenue  
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  
REHABILITATION/REPLACEMENT HOUSING PROGRAM SECOND MORTGAGE**

THIS MORTGAGE entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, between, **Austin Barrett and Clodeth Barrett**, as Husband and Wife, hereinafter individually, jointly and severally called “Mortgagor”, residing at **1100 S.W. 31<sup>st</sup> Avenue** in the City of Fort Lauderdale, Broward County, Florida, 33312, and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter called “Mortgagee”.

WITNESSETH: That to secure the payment of an indebtedness of State Housing Initiatives Partnership (SHIP) funds in the principal amount of **Sixty Thousand Dollars and Zero Cents (\$60,000.00)**, with soft costs and interest if any, thereon, which shall be payable in accordance with the terms of the Participation Agreement between Mortgagor and Mortgagee on file with the office of the City Clerk, City of Fort Lauderdale and certain Promissory Note(s) , 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:

Lot 3, Block 3, Gillcrest First Addition, according to the map or plat thereof as recorded in Plat Book 34, Page 47, Public Records of Broward County, Florida. (“Property”).

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, erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, 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. The fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied, and the Property Owner shall be issued a Satisfaction of Mortgage.

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 Rehabilitation/Replacement Loan evidenced by the Note(s), for the purpose of making the improvements described or referred to in the Participation Agreement (Rehabilitation/Replacement) 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 therefor shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful governmental authorities, and upon their completion, shall comply therewith and with such ordinances, rules and regulations having jurisdiction over the Mortgaged Property.

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

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

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

(b) In the event of loss or damage to the Mortgaged Property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment 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 therefore, 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.

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 Rehabilitation/Replacement 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 Second Mortgage has been duly executed by the Maker(s), as of its date.

WITNESSES:

MAKER(S):

*Amelia Walsh*  
Witness signature

By: *Austin Barrett*

ANICELLA WALSH  
Print Name

**Austin Barrett**  
1100 S.W. 31<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33312

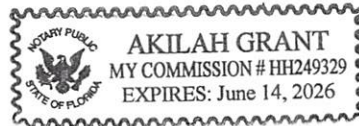
*Akilah Grant*  
Witness signature

Akilah Grant  
Print Name

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20th day of November, 2023, by **Austin Barrett**.

*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 License

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

WITNESSES:

MAKER(S):

Angella Walsh  
Witness signature

By: Clodeth Barrett

**Clodeth Barrett**  
1100 S.W. 31st Avenue  
Fort Lauderdale, Florida 33312

ANGIELLA WALSH  
Print Name

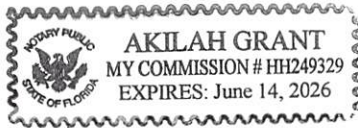
Akilah Grant  
Witness signature

Akilah Grant  
Print Name

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20th day of November, 2023, by **Clodeth Barrett**.

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 license

APPROVED AS TO FORM AND CORRECTNESS:  
Thomas J. Ansbro, City Attorney

By: Patricia Saint-Vil-Joseph  
Patricia Saint-Vil-Joseph, Assistant City Attorney





**MARTY KIAR**  
**BROWARD**  
 COUNTY  
 PROPERTY APPRAISER

<b>Site Address</b>	1100 SW 31 AVENUE, FORT LAUDERDALE FL 33312	<b>ID #</b>	5042 17 19 0240
<b>Property Owner</b>	BARRETT, AUSTIN & CLODETH	<b>Millage</b>	0312
<b>Mailing Address</b>	1100 SW 31 AVE FORT LAUDERDALE FL 33312	<b>Use</b>	01-01
<b>Abbr Legal Description</b>	GILLCREST FIRST ADD 34-47 B LOT 3 BLK 3		

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

\* 2024 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024	\$54,830	\$267,280	\$322,110	\$107,160	
2023	\$54,830	\$267,280	\$322,110	\$107,160	
2022	\$54,830	\$212,090	\$266,920	\$104,040	\$1,185.30

2024 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$322,110	\$322,110	\$322,110	\$322,110
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH 94</b>	\$107,160	\$107,160	\$107,160	\$107,160
<b>Homestead 100%</b>	\$25,000	\$25,000	\$25,000	\$25,000
<b>Add. Homestead</b>	\$25,000	0	\$25,000	\$25,000
<b>Wid/Vet/Dis 2</b>	\$5,000	\$5,000	\$5,000	\$5,000
<b>Senior</b>	\$52,160	0	\$52,160	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	0	\$77,160	0	\$52,160

Sales History			
Date	Type	Price	Book/Page or CIN
3/30/2007	QCD-T	\$100	43853 / 676
9/1/1988	WD	\$58,900	15866 / 680
5/1/1988	QCD	\$100	
3/1/1977	WD	\$30,000	

Land Calculations		
Price	Factor	Type
\$6.50	8,435	SF
<b>Adj. Bldg. S.F. (Card, Sketch)</b>		1418
<b>Units/Beds/Baths</b>		1/2/2
<b>Eff./Act. Year Built: 1958/1957</b>		

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

# TITLE SEARCH REPORT

*Fund File Number:* 1441807

*The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.*

*Provided For:* City of Ft. Lauderdale Attorney

*Agent's File Reference:* Barrett

*After an examination of this search the Agent must:*

- A. Evaluate all instruments, plats and documents contained in the report.*
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.*
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.*
- D. Determine whether the property has legal access.*
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.*
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.*
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
  - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
  - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**

*Prepared Date:* September 1, 2023

*Attorneys' Title Fund Services, LLC*

*Prepared by:* Rose Boles, Examiner  
*Phone Number:* (800) 929-5791 x6255  
*Email Address:* RBoles@thefund.com

# TITLE SEARCH REPORT

*Fund File Number:* 1441807

*Effective Date of approved base title information:* July 30, 1954

*Effective Date of Search:* August 28, 2023 at 11:00 PM

*Apparent Title Vested in:*

Austin Barrett and Clodeth Barrett

*Description of real property to be insured/foreclosed situated in Broward County, Florida.*

Lot 3, Block 3, Gillcrest First Addition, according to the map or plat thereof as recorded in Plat Book [34, Page 47](#), Public Records of Broward County, Florida.

*Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:*

1. Warranty Deed from George S. Tillinghast and Florence Tillinghast to Michael R. Fawley and Raymond F. Amreihn, recorded March 24, 1977 in O.R. Book [6955, Page 779](#), Public Records of Broward County, Florida.
2. Quit Claim Deed from Michael R. Fawley and Raymond F. Amreihn to Michael R. Fawley, recorded May 26, 1988 in O.R. Book [15467, Page 705](#), Public Records of Broward County, Florida.
3. Quit Claim Deed from Michael R. Fawley and Raymond F. Amreihn to Michael R. Fawley, recorded June 22, 1988 in O.R. Book [15543, Page 77](#), Public Records of Broward County, Florida.
4. Warranty Deed from Michael R. Fawley and Colleen Fawley to Austin L. Barrett, Clodeth Barrett and Lyden Davidson, recorded October 13, 1988 in O.R. Book [15866, Page 680](#), Public Records of Broward County, Florida.
5. Quit Claim Deed from Lyden Davidson, Austin Barrett and Clodeth Barrett to Austin Barrett and Clodeth Barrett, recorded April 5, 2007 in O.R. Book [43853, Page 676](#), Public Records of Broward County, Florida.

*Mortgages, Assignments and Modifications:*

1. No open mortgage(s) were found of record. Agent should confirm with the owner that the property is free and clear.

*Other Property Liens:*

1. FOR INFORMATIONAL PURPOSES ONLY: 2022 taxes were paid under receipt number 11D-22-00002170, on March 16, 2023, Parcel/Account ID# 5042 17 19 0240, the gross amount being \$1,185.30.



# TITLE SEARCH REPORT

*Fund File Number:* 1441807

## *Restrictions/Easements:*

1. All matters contained on the Plat of Gillcrest First Addition, as recorded in Plat Book [34, Page 47](#), Public Records of Broward County, Florida.
2. Underground Easement (Individual) contained in instrument recorded January 21, 2022, under Instrument Number [117882504](#), Public Records of Broward County, Florida.
3. Amendment to Restrictions recorded in O.R. Book [186, Page 49](#), together with and as affected by Reservations and Restrictive Covenants recorded in O.R. Book [200, Page 69](#), O.R. Book [361, Page 193](#), O.R. Book [484, Page 638](#) and O.R. Book [505, Page 459](#), Public Records of Broward County, Florida.

## *Other Encumbrances:*

1. Possible interest of Lyden Davidson, Austin Barrett and Clodeth Barrett and unknown spouse, if any, because the deed recorded in O.R. Book [43853, Page 676](#), Public Records of Broward County, did not reflect the marital status or the non-homestead status of the grantor on said deed.

## REAL PROPERTY TAX INFORMATION ATTACHED

## *Proposed Insured:*

*A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.*

## STANDARD EXCEPTIONS

*Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.*

1. *General or special taxes and assessments required to be paid in the year 2023 and subsequent years.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*

# TITLE SEARCH REPORT

*Fund File Number: 1441807*

5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
  - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
  - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**
8. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*

*The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.*

*In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.*

*Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.*

*If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.*

*Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.*

This Instrument prepared by:

Marilyn L. Maloy, Esq.  
LAW OFFICES OF MARILYN L. MALOY, P.A.  
9050 Pines Boulevard, Suite 415  
Pembroke Pines, Florida 33024  
Folio No. 504217190240

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, is made this 15<sup>th</sup> day of March, 2007, by **LYDEN DAVISON**, a single married man, and **AUSTIN BARRETT** and **CLODETH BARRETT**, as husband and wife, Grantor, the first party, whose address is 1100 S.W. 31. Avenue, Fort Lauderdale, Florida, 33312-2829 to **AUSTIN BARRETT** and **CLODETH BARRETT**, husband and wife, Grantee, the second party, whose address is 1100 S.W. 31. Avenue, Fort Lauderdale, Florida, 33312-2829.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and successors and assigns of corporations.)

**WITNESSETH:**

That the said first party, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, an undivided One Hundred Percent ( 100%) interest in all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to wit:

**Lot 3, Block 3, GILLCREST FIRST ADDITION, a subdivision according to the plat or map thereof described in Plat Book 34 at Page 47, of the Public Records of Broward County, Florida.**

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

**IN WITNESS WHEREOF**, the said first party signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

**FIRST PARTY:**

Sign: [Signature]  
Print: Richard V. Cascarino

[Signature]  
Name: LYDEN DAVIDSON

Sign: [Signature]  
Print: E. Janine Green

STATE OF DELAWARE )  
COUNTY OF New Castle ) SS:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2007, by **LYDEN DAVIDSON**, a married man. He is personally known to me or has produced DE Driver's License # 1444149 as a type of identification.

(Stamp/Seal)

[Signature]  
Notary Public, State of Delaware  
Print Name: Richard V. Cascarino  
Commission Number: 20062393023  
My commission expires: July 12<sup>th</sup> 2008

2





## 1. ROOFING (LOW SLOPE)

2,250 SF

Remove existing defective roofing including metal flashing, nails, foreign objects, vents and vent pipe collars, drip edges and all other fittings and accessories and properly dispose of per Federal, State and all local ordinances. Remove decayed or otherwise defective roof sheathing and dispose of. Supply and install new 5/8" plywood sheathing (T & G as may be required to match) properly secured to existing roof joists. Remove any decayed/defective fascia board and properly dispose of. Supply and install new primed fascia board to match existing and properly secure at ends. Supply and Install 1"x 2" P.T. furring strip nailed on fascia board behind galvanized drip eave where damaged. Re-nail the existing sheathing as per current F.B.C. Prepare to receive new **-Built Up Hot-Mop Roof-** roof covering. Supply and install new 30lb. asphalt saturated roof felt and white smooth surface 3-ply B.U. modified bitumen roof. Provide continuous Galvanized Metal drip, flashings, vent caps and pipe vent collars, flashings and all fittings, accessories and accessories to achieve a sound waterproof roof. Remove existing decayed/defective roof soffit and properly dispose of. After installation of fascia board provide caulk as required.

Prime and Paint all new drip eave, fascia, roof decking and soffits (bare/raw) wood replaced with a quality primer. Provide quality matching paint to all replaced fascia boards, roof decking and soffits to match existing color and finish. Supply owner with all warranties and guarantees.

**All work as per the current 2020 Florida Building Code and accepted industry standards.**

**NOTE:** Price must include for minimum of:

- 1) 150/LF of 3/4" replacement (1"x8") T.+ G. Southern Yellow Pine Decking
- 2) 256/SF of 5/8" replacement plywood
- 3) 200/LF of (2" x 8") replacement fascia around perimeter
- 4) replacement of all damaged screens to match existing screens
- 5) all additional framing as needed to repair damaged/rotten framing.

If additional material is required, you are required to inform the CRS.

## 2. WINDOWS (GREEN BUILDING PRACTICE)

9 Openings

**Remove Window Unit A.C.'s prior to the new window installation.**

Contractor shall supply materials and labor to remove existing windows in **-all- locations-** and properly dispose of all metals. Clean area of debris and prepare openings to receive new windows. Supply and install new **white horizontal sliders** ( for -- 9 -- openings ), complete with impact resistant glass, mull bars as needed, cultured marble sills, fabric screens and all fixtures and accessories for a complete installation. Windows specifications must comply with applicable current F.B.C. regulations. Install UV resistant caulk / seal around the perimeter of all windows and mull bars to make for an air and water tight seal. All windows shall be white with tinted glass. Bathroom windows shall have obscure/frosted glass. Make good all areas (touch-up paint on both interior and exterior around new windows) disturbed by this task.

### 3. EXTERIOR DOOR

1 Total

Remove Front exterior door. Remove saddle and frame from openings and properly dispose of. Supply and install (1) one new impact resistant 1-3/4" thick formed raised panel pre-hung **fiberglass door with rot resistant jamb** as per current Florida Building Code. Complete with interior/exterior casings, saddle, (3) # 3/4" x 4" stainless steel hinges, door stop bumpers, crash chain and Schlage (or HCD approved equal) professional grade security series single cylinder deadbolt keyed lever handled lockset. Install in accordance to established industry standards and 2017 Florida Building Code. Adjust to operate smoothly, quietly, close effortlessly and snugly. Door shall have peep hole and crash chain. Front door shall have (no less than 2 square ft.) **decorative obscure fixed impact resistant glass, peep hole and crash chain.** Caulk both interior and exterior of the doors, casings and jambs. **Prime and Paint (2) coats of Interior and Exterior of the doors –colors chosen by homeowner- (Regardless of the factory applied finish).** Make good all areas (touch-up paint on both interior and exterior around new doors) disturbed by this task.

### 4. TERMITE & RODENT FUMIGATION

Lump Sum

Provide material, labor, machinery and supervision to exterminate and to prevent termite and rodent infestation of the property. Dry chemical method not accepted. Use standard tent method for termite treatment. All work is to be done as per applicable local, state and federal codes and regulations. Allow ample lead time for termite fumigation scheduling so client may make plans to stay off premises for time during fumigation. (3 Days and 2 Nights is the maximum time out of the home).

### 5. DRYWALL GENERAL WORKS

Lump Sum

Remove existing water damaged ceilings in: **1) Remove and Replace stained ceiling tiles 2) Back Bathroom** and replace with 1/2" drywall for walls and 5/8" drywall for ceilings and R-19 Kraft faced batt insulation as needed. In-fill framing as needed to attach replacement drywall. All replaced drywall to be taped, spackled 2- coats minimum and sanded. **Finish drywall ceiling surface to match existing for a uniform appearance.** Contractor shall properly prepare all surfaces to receive paint to assure good adhesion.

All new drywall shall be primed. Contractor shall paint –two- coats of non-toxic low or zero VOC flat latex paint on **all entire repaired ceiling** up to a corner or stopping location. For a first class application, per the paint manufacturer's instruction.

## 6. BATHROOM (CONVERT TO SHOWER)

Lump Sum

Remove existing vanity and sink, water closet, medicine cabinet, floor tile, wall tile, shower, control assembly and sheetrock beneath. Recycle all metals and properly dispose of all waste. Supply and install new Moen series (or approved equal) chrome plated shower faucet valve with pressure balanced hot and cold mixing valves. Include showerhead, gooseneck, valves and handles, escutcheon and drain assembly. **Remove deteriorated old tub P-Trap and relocate the shower drain and trap to the center of the shower stall. Test new shower drain, toilet and sink plumbing to ensure proper drainage. Price to include replacement of damaged studs and bottom plates if needed. Add backing in wall to ready for sink vanity and (3) A.D.A. handicapped bars in shower stall to be installed later. Ask homeowner for proper placement of the A.D.A. bars.** Supply and install new shower pan and shower curb. Prepare surface of studs, supply and install new cement board and M.R. drywall as required. Supply and install new high gloss ceramic wall tile to underside of ceiling. Tile installed will be at shower wet walls only +/-100 S.F. Supply and install new +/-12" x +/-12" non-slip ceramic floor tile, complete with Tile Manufacturers' recommended thin-set and color-coded un-sanded grout. Traffic level performance must be a minimum of 4 and slip resistance must be COF 0.8 as per ASTM. All work as per accepted industry standards. Supply and Install a new GFI outlet , switch and ceiling light fixture, in the Bathroom.

NOTE: The Maximum price for the direct purchase of the tile is set at \$1.09. Provide homeowner with 5 square feet for future repairs/replacements.

## 7. TOILET (GREEN BUILDING PRACTICE)

1 Total

Supply and install (1) toilet a 17"-19.0" or higher elongated vitreous white china clay toilet complete with new -O- wax ring seal, hard plastic seat, shut-off valves, knob and mechanism. Manufactured by Toto, American Standard, Kohler or an HCD approved equal. Water closet is to have a maximum flow rate of 1.28 GPF and shall score 800 or better on the MaP Flush Performance test (which tests the grams of solid waste removed in a single flush) secured to flange and grouted to the floor complete with all fittings and accessories including supply hoses and shut off valves.

## 8. BATHROOM VANITY

1 Total

Supply and install a new vanity cabinet, vanity top and sink with a height of 30"-36". **Level, align and secure to previously installed backing studs in wall.** Complete with new Moen Series or approved equal 4" centered bathroom sink faucet with pop-up drain with all fittings and accessories including supply hoses and shut off valves. Install as per manufacturer's instructions.

## 9. CONVENIENCE SET

1 Total

Supply and install a 5-piece grout recessed porcelain convenience set to match ceramic wall tiles in bathroom. Convenience sets shall include toilet tissue holder, toothbrush/ tumbler holder, soap dish & 2- 24" long towel bars.

**10. BATHROOM MEDICINE CABINET AND MIRROR**

**1 Total**

Supply and install centered over vanity sink new mounted 16”X20”in. Frameless mirrored door medicine cabinet complete with shelves, hinges and magnetic catch as per manufacturer’s instructions. Level, align and secure to wall. LOCATION: Centered Over Pedestal Sink.

**PERMIT FEES**

An Allowance of **\$1,250.00** is provided for all costs associated with permitting fees. Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire project. If the City’s permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of the City’s permit fees required for project completion.

For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).

- 1) **Uniform Mitigation Verification Inspection Form - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation**
- 2) **Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.**
- 3) **Submitted form MUST contain the Homeowner signature.**
- 4) **Submitted form MUST contain the Inspector’s Wind Mitigation Certificate of Completion.**

**NOTE: THE CITY WILL ADD THIS ALLOWANCE TO YOUR BID.**

**\*\*\*USE HCD REHABILITATION PRICE LIST FOR ALL NEEDED ITEMS\*\*\***

I, Austin and Clodeth Barrett, understand and agree to the proposed Scope of Work listed above:

Homeowner (Austin Barrett) \_\_\_\_\_ Date \_\_\_\_\_

Homeowner (Clodeth Barrett) \_\_\_\_\_ Date \_\_\_\_\_

Construction Review Specialist \_\_\_\_\_ Date \_\_\_\_\_

Housing Program Supervisor \_\_\_\_\_ Date \_\_\_\_\_



## CONSTRUCTION ESTIMATE 9/29/2023

**CLIENT: AUSTIN and CLODETH BARRETT    CASE NO. RS 23-007**

1. Roof (Low Slope) -Hot Mop-		\$27,000.00
2. Windows (9)		\$11,700.00
3. Exterior Door (Front)		\$2,200.00
4. Termite Fumigation		\$2,500.00
5. Drywall General Works		\$2,000.00
6. Bathroom (Convert to Shower)		\$8,000.00
7. Toilet		\$700.00
8. Bathroom Vanity		\$1,500.00
9. Convenience Set		\$350.00
10. Medicine Cabinet and Mirror		\$300.00

11.		
<b>CONSTRUCTION TOTAL</b>		<b>\$56,250.00</b>
Permits & Fees		\$1,500.00
CONSTRUCTION TOTAL (With estimated permit fees)		\$57,750.00

9/29/23

## EXHIBIT A

City of Fort Lauderdale  
Housing and Community Development Division Housing  
Rehabilitation/Replacement Program

### REHABILITATION SCOPE OF WORK

CASE NO. RS 23-007

PROJECT ADDRESS: 1100 S.W. 31st Avenue, 33312

PROJECT HOMEOWNER: AUSTIN and CLODETH BARRETT

### GENERAL NOTES TO BIDDERS:

To be eligible to submit a bid, Contractors are required to attend a pre-bid meeting. Contractor is required to arrive on time and be present throughout the meeting. There will be a **ten-minute** grace period. Contractors may not participate in the bidding process if arrived after the ten-minute mark. **NO EXCEPTIONS.**

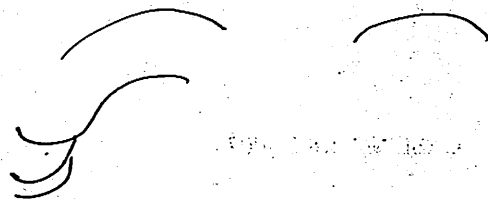
### Section 3

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

**Minimum requirement: Awarded Contractor must be a licensed General Contractor.**

- 1) Bid submittal shall be acknowledged as the Contract bid amount, irrespective of any error in the computation of line items. Bids with computation errors may be disqualified.
- 2) Bid submittal shall include all costs to obtain permits; testing (such as, but not limited to lead based paint test or asbestos testing), labor, material and supplies, as indicated per line item. Certificate of Occupancy is required from the City of Fort Lauderdale Building Services Division.
- 3) All work performed per the current Florida Building Code (FBC), National Electric Code (NEC) and within acceptable industry standards.
- 4) Good workmanship: Contractor shall perform work within good construction practices. Construction materials must be of good quality and free of defects.
- 5) Clean site: Contractor shall keep the site clean and free of construction debris and waste at all times. All construction waste and debris must be disposed of in a timely fashion as per local, State and Federal regulations.
- 6) Secured areas: Contractor shall make a reasonable and conscientious effort to exclude unauthorized persons from the site/work area. Contractor may use barriers, signage, and/or any other reasonable means of exclusion.
- 7) Timeline: Awarded Contractor must submit a written work schedule when signing the Homeowner/Contractor Agreement. Failure to provide the appropriate documentation will result in automatic forfeiture and project award to the next successful bidder. Contractor shall complete the project within 50 working days from the date of Building Permit Issuances.





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- 8) Payment requests may be submitted in a maximum of three intervals with the first interval representing 35% of work completed, the second representing 35% and a final payment of 30%.
- 9) If not otherwise stated, the bidder shall include, as a separate item, any task or provision not specified in the work write-up and must be deemed necessary for successful project completion.
- 10) All measurements and quantities specified in this document are approximations and must be checked and verified to be true by the bidder prior to submitting a bid. Discrepancies must be reported immediately via [City's on-line strategic sourcing platform](#). If the Contractor has any comments or questions regarding the work item specifications please follow [City's on-line strategic sourcing platform](#) instructions.
- 11) General Contractor is required to obtain Housing and Community Development's (HCD) cover letter to expedite the permitting process. Contractor may be subject to a fine of \$250 per day for any days over the completion date. Liquidated damages shall affect contract sum and may be withheld from payment.
- 12) Contractor is required to provide all required insurance certificates (including subcontractor) to HCD within five (5) business days of award. Failure to provide appropriate insurance documentation will result in automatic forfeiture and award made to the next successful bidder.
- 13) All building permits and plans/drawings must be submitted for review to the Construction Review Specialist (CRS) prior to submittal to the Building Services Division.
- 14) Contractor shall obtain signed and notarized Homeowner Selection Sheet provided by HCD with selection of items including; but not limited to paint, tile, grout, kitchen and bathroom cabinets, and countertops. A copy shall be provided to the CRS.

**M-2**     [22-0766](#)     Motion Approving an Event Agreement and Extended Road Closure Beyond 10:00am on the Barrier Island for Exotics on the Beach - (Commission District 2)

**MOTION DIED FOR LACK OF A SECOND**

**M-3**     [22-0624](#)     Motion Approving the Acceptance of the 2022-2023 State Housing Initiatives Partnership (SHIP) Funds and Allocating the 2021-2022 SHIP Funds Program Income - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

**Yea:** 4 - Commissioner Moraitis, Commissioner Glassman, Vice Mayor Sorensen and Mayor Trantalis

**Not Present:** 1 - Commissioner McKinzie

**M-4**     [22-0699](#)     Motion Approving City of Fort Lauderdale Voting Delegate and Alternate(s) for National League of Cities 2022 City Summit and Annual Business Meeting - November 17-19, 2022 - (Commission Districts 1, 2, 3 and 4)

**APPROVED - Mayor Dean J. Trantalis as Voting Delegate**

**Yea:** 4 - Commissioner Moraitis, Commissioner Glassman, Vice Mayor Sorensen and Mayor Trantalis

**Not Present:** 1 - Commissioner McKinzie

**M-5**     [22-0810](#)     Motion Appointing Honored Pioneer for Broward County Historic Preservation Board's 2022 Pioneer Day - (Commission Districts 1, 2, 3 and 4)

**APPROVED - Roosevelt Walters**

**Yea:** 4 - Commissioner Moraitis, Commissioner Glassman, Vice Mayor Sorensen and Mayor Trantalis

**Not Present:** 1 - Commissioner McKinzie

**RESOLUTIONS**

**R-1**     [22-0709](#)     Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

**ADOPTED**

**Yea:** 4 - Commissioner Moraitis, Commissioner Glassman, Vice Mayor Sorensen and Mayor Trantalis

**Not Present:** 1 - Commissioner McKinzie



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

**#22-0624**

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

**FROM:** Greg Chavarria, City Manager

**DATE:** August 16, 2022

**TITLE:** Motion Approving the Acceptance of the 2022-2023 State Housing  
Initiatives Partnership (SHIP) Funds and Allocating the 2021-2022 SHIP  
Funds Program Income - (**Commission Districts 1, 2, 3 and 4**)

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**Recommendation**

Staff recommends the City Commission approve a motion accepting the SHIP funds in the amount of \$ 1,782,257 and permit staff to use 10% of these funds for administrative costs along with 5% of any program income earned. The estimated program income (PI) is \$50,000. Staff further recommends that the City Commission authorize the City Manager to execute all documents associated with the acceptance of the SHIP 2022-2023 award, estimated PI and allocation of any program income earned for 2021-2022.

**Background**

On June 6, 2022, Florida Housing Finance Corporation (FHFC) notified the City of its expected 2022-2023 allocation. Funds are to be utilized based on the Affordable Housing Strategies as defined in the 2022-2025 approved Local Housing Assistance Plan (LHAP). In addition to the award of \$1,782,257, the estimated program income for FY2022-2023 will be \$50,000 resulting in a total of \$1,832,257 available for affordable housing.

Florida Administrative Code 67-37.005 requires that SHIP funds be advertised at least 30 days before the beginning of the application period unless a waiting list of applicants exists that will exhaust all allocated funding (Exhibit 2).

The Affordable Housing Committee (AHAC) and staff propose the following housing allocation for the SHIP funding for FY 2022-2023 in the amount of \$1,782,257 (Exhibit 3).

Administration-\$178,255.70  
Owner Occupied Housing Rehabilitation-\$300,000  
New Construction-Home Ownership-\$604,001.30  
Emergency Housing Repair-\$300,000.00  
Rental Assistance for the Elderly-\$150,000.00  
Rental Development-\$250,000.00

An additional 2021-2022 Program Income (PI) amount of \$519,101.56 is being appropriated.

Additionally, Housing and Community Development staff recommend that any program income be expended on strategies included in the approved 2019- 2022 SHIP LHAP.

This plan supports the City Commission 2022 top priority of addressing Homelessness and Housing opportunities.

**Resource Impact**

Funding for this item is contingent upon the approval of the Consolidated Budget Amendment CAM # 22-0262

**Source:**

<i>Funds available as of August 1, 2022</i>					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
130-SH23REV-D351	SHIP Program Revenue FY 22-23	Intergovernmental Revenue/SHIP FY2022-2023	\$0.00	\$0.00	\$1,782,257
130-SH23PI-N770	SHIP Program Income FY 22-23	Miscellaneous Revenue/ Deferred Loans Paid	\$0.00	\$0.00	\$50,000
<b>TOTAL AMOUNT ►</b>					<b>\$ 1,832,257.00</b>

**Use:**

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
130-SH23SFR-8001	SHIP Program FY 22-23 Single Family Rehab	Grant Services/ Program Funds	\$0.00	\$0.00	\$300,000.00
130-SH23NC-8001	SHIP Program FY 23 New Construction- Homeownership	Grant Services/ Program Funds	\$0.00	\$0.00	\$604,001.30
130-SH23ER-8001	SHIP Program FY - 23-Emergency Housing Repair	Grant Services/ Program Funds	\$0.00	\$0.00	\$300,000.00
130-SH23ADM-8001	SHIP FY 22-23 Administration	Grant Services/ Program Funds	\$00.00	\$00.00	\$178,255.70
130-SH23RAE-8001	SHIP FY 22-23 Rental Assistance for Elderly	Grant Services/ Program Funds	\$0.00	\$0.00	\$150,000.00

130-SH23RD-8001	SHIP FY 22-23 -Rental Development	Grant Services/ Program Funds	\$0.00	\$0.00	\$250,000.00
130-SH23PI-8045	SHIP FY 22- 23 Program Income	Grant Services/ Program Funds	\$0.00	\$0.00	\$50,000.00
				<b>TOTAL AMOUNT ►</b>	<b>\$ 1,832,257.00</b>

**Source:**

<i>Funds available as of August 1, 2022</i>					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT REQUESTED
130-SH22PI-N770	SHIP Program Income FY 21-22	Miscellaneous Revenue/ Deferred Loans Paid	\$462,280.96	\$519,101.56	\$519,101.56
				<b>TOTAL AMOUNT ►</b>	<b>\$519,101.56</b>

**Use:**

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT REQUESTED
130-SH22REV-8001	SHIP Program Revenue FY 21-22	Grant Services/ Program Funds	.00	.00	\$519,101.56
				<b>TOTAL AMOUNT ►</b>	<b>\$519,101.56</b>

**Strategic Connections**

This item is a 2022 Top Commission Priority, advancing the Homelessness and Housing Opportunities Initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Neighborhood Enhancement Focus Area
- Goal 4: Build a thriving and inclusive community of neighborhoods.
- Objective: Ensure a range of affordable housing options

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan; We are Community.



**Attachments**

**Exhibit 1 - State Funding Allocation FY 2022-2023**

**Exhibit 2 - Notice of Funding Availability (NOFA) SHIP Funds 2022-2023**

**Exhibit 3 - AHAC June 13, 2022, Meeting Minutes**

**Exhibit 4 - 2021-2022 Additional SHIP Funding**

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**Prepared by:** Rachel Williams, Housing and Community Development Manager

**Charter Officer:** Greg Chavarria, City Manager

**Projected SHIP 2022-2023**

**\$ 209,475,000**

Local Government	County Total	County Share/ City Share
ALACHUA	2,726,840	1,348,695
Gainesville		1,378,145
BAKER	350,000	350,000
BAY	1,709,854	1,377,116
Panama City		332,738
BRADFORD	350,000	350,000
BREVARD	5,922,144	3,258,956
Cocoa		188,916
Melbourne		823,770
Palm Bay		1,179,099
Titusville		471,403
BROWARD	18,721,189	3,308,034
Coconut Creek		554,147
Coral Springs		1,288,018
Davie		1,016,561
Deerfield Beach		833,093
Fort Lauderdale		1,782,257
Hollywood		1,473,358
Lauderhill		713,277
Margate		561,636
Miramar		1,302,995
Pembroke Pines		1,636,232
Plantation		887,384
Pompano Beach		1,083,957
Sunrise		932,315
Tamarac		694,556
Weston		653,369
CALHOUN	350,000	350,000
CHARLOTTE	1,824,182	1,636,291
Punta Gorda		187,891
CITRUS	1,499,257	1,499,257
CLAY	2,131,049	2,131,049
COLLIER	3,677,575	3,493,328
Naples		184,247
COLUMBIA	668,830	668,830
DE SOTO	355,981	355,981
DIXIE	350,000	350,000
DUVAL	9,743,259	9,743,259
ESCAMBIA	3,105,938	2,584,451
Pensacola		521,487
FLAGLER	1,156,274	258,890
Palm Coast		897,384

*SHIP allocation based on current budget offers including estimated Catalyst proviso*

Local Government	County Total	County Share/ City Share
FRANKLIN	350,000	350,000
GADSDEN	422,117	422,117
GILCHRIST	350,000	350,000
GLADES	350,000	350,000
GULF	350,000	350,000
HAMILTON	350,000	350,000
HARDEE	350,000	350,000
HENDRY	398,078	398,078
HERNANDO	1,896,413	1,896,413
HIGHLANDS	987,773	987,773
HILLSBOROUGH	14,280,359	10,526,053
Tampa		3,754,306
HOLMES	350,000	350,000
INDIAN RIVER	1,553,430	1,553,430
JACKSON	464,214	464,214
JEFFERSON	350,000	350,000
LAFAYETTE	350,000	350,000
LAKE	3,846,076	3,846,076
LEE	7,498,690	4,689,680
Cape Coral		1,931,663
Fort Myers		877,347
LEON	2,841,167	936,449
Tallahassee		1,904,718
LEVY	422,117	422,117
LIBERTY	350,000	350,000
MADISON	350,000	350,000
MANATEE	3,942,346	3,401,062
Bradenton		541,284
MARION	3,659,518	3,042,889
Ocala		616,629
MARTIN	1,535,372	1,535,372
MIAMI-DADE	16,694,457	11,008,324
Hialeah		1,377,293
Miami		2,747,908
Miami Beach		505,842
Miami Gardens		687,812
North Miami		367,278
MONROE	807,196	807,196
NASSAU	897,485	897,485
OKALOOSA	2,046,856	1,845,650
Fort Walton Beach		201,206
OKEECHOBEE	380,020	380,020

Local Government	County Total	County Share/ City Share
ORANGE	13,955,434	10,945,247
Orlando		3,010,187
OSCEOLA	3,900,249	2,537,112
Kissimmee		777,320
St. Cloud		585,817
PALM BEACH	14,394,686	10,302,276
Boca Raton		939,973
Boynton Beach		775,874
Delray Beach		642,003
Wellington		591,622
West Palm Beach		1,142,938
PASCO	5,524,988	5,524,988
PINELLAS	9,237,757	4,816,567
Clearwater		1,127,930
Largo		795,371
St. Petersburg		2,497,889
POLK	7,173,765	5,567,559
Lakeland		1,116,238
Winter Haven		489,968
PUTNAM	717,022	717,022
ST. JOHNS	2,732,821	2,732,821
ST. LUCIE	3,256,381	742,129
Fort Pierce		460,127
Port St. Lucie		2,054,125
SANTA ROSA	1,854,316	1,854,316
SARASOTA	4,237,251	3,705,900
Sarasota		531,351
SEMINOLE	4,580,233	4,580,233
SUMTER	1,294,641	1,294,641
SUWANNEE	422,117	422,117
TAYLOR	350,000	350,000
UNION	350,000	350,000
VOLUSIA	5,398,584	3,778,469
Daytona Beach		710,454
Deltona		909,661
WAKULLA	355,981	355,981
WALTON	759,118	759,118
WASHINGTON	350,000	350,000
TOTAL	203,911,400	203,911,400
DR Holdback		5,000,000
Catalyst		563,600
Total appropriation		209,475,000

**CAM# 22-0624**

**Exhibit 1**

6/8/2022

**Page 1 of 4**

## HOUSING & COMMUNITY DEVELOPMENT DIVISION

# Memo

DATE: October 5, 2023

TO: Sonia Sierra, Paralegal  
FROM: Deneice Graham

SUBJECT: Repair Program - SHIP – Austin & Clodeth Barrett  
1100 S.W 31<sup>st</sup> Avenue, Fort Lauderdale, Florida 33312 ✓

Attached please find the following:

*60K @ 8% 15yrs*

- 
- ✓ 1. Participation Agreement X1
  - ✓ 2. Mortgage X1
  - ✓ 3. Note X1
  - ✓ 4. BCPA
  - ✓ 5. Title
  - ✓ 6. CAM
  - ✓ 7. Scope of Work

Please route to the appropriate departments

Thank you.



# DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

2

11

TODAY'S DATE: 11-21-23

DOCUMENT TITLE: REHABILITATION – CDBG – Austin and Clodeth Barrett – 1100 SW 31<sup>th</sup> Avenue, Fort Lauderdale, Florida 33312 – 1 Mortgage 1- Participation 1- Note

COMM. MTG. DATE: 6/21/22 CAM #: 22-0518 ITEM #: PH-1 CAM attached:  YES  NO

Routing Origin: HCD Router Name/Ext: DGraham 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.

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1 of each

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

Date to CCO: 11/21/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PSJ

3) City Clerk's Office: # of originals: 1 ea Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 11/22/23

4) City Manager's Office: CMO LOG #: NOV 26 Document received from: \_\_\_\_\_

Assigned to: GREG CHAVARRIA  ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO (Initial) S. GRANT (Initial)

PENDING APPROVAL (See comments below)

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

Forward \_\_\_\_\_ originals to  Mayor  CCO Date: \_\_\_\_\_

~~5) Mayor/CRA Chairman: Please sign as indicated.~~

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

### INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards 1 of each originals to: Deniece Graham /X-6024 /HCD

\*\*\*\*\* Please provide a scan of the executed originals to [ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to CAO  
email copy to Sofia