



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

16

Today's Date: February 12, 2025

DOCUMENT TITLE: Fort Lauderdale Community Development Corp.- Third Rental Rehab. Mortgage, Rental Rehab. Loan Agreement, Promissory Note, and Declaration of Restrictive Covenant

COMM. MTG. DATE: 1/22/2025 CAM #: 25-0098 ITEM #: CR-2 CAM attached: ☒ YES ☐ NO

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

CIP FUNDED: ☐ YES ☒ NO

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

1) Dept: HCD Router Name/Ext: DENEICE G. # of originals routed: 1 Date to CAO: 2/10/25

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

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

Date to CCO: 2-11-25 Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./ CMO Date: 02/12/25

4) City Manager's Office: CMO LOG #: FEB 46 Document received from: CCO 2/13/25

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

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

PER ACM: S. Grant (Initial/Date) PER ACM: B. ROGERS (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 2/13/25

5) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards 1 originals to CCO Date: _____

8) City Clerk: Scan original and forward 1 original to: Deneice Graham

Attach 1 certified Reso # _____ ☐ YES ☐ NO

Original Route form to Erica K.
*Email scan copy

CONSENT RESOLUTION

- CR-2** 25-0098 Resolution Waiving the Formal Bid Requirements of City Code Section 2-181, Waiving the Requirement to Restrict the use of SHIP Funds Under the Rental Development Strategy for "Gap" Financing, and Waiving the Requirement for a Minimum Contribution From the Participant Under the Local Housing Assistance Plan (LHAP), and Approving an Award of \$278,600 to Fort Lauderdale Community Development Corporation Under State Housing Initiatives Partnership (SHIP) Program - (Commission District 3)

ADOPTED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis

CONSENT PURCHASE

- CP-1** 25-0019 Motion Approving Agreement for the Purchase, Installation and Maintenance of EV Charging Stations - Rebid - G & H Electric, Inc. d/b/a Florida Supercharge - \$650,967.06 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis

CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

- CM-8** 25-0034 Motion Approving the Third Amendment to the Lease Agreement between Property Geek Investors, LLC and the City of Fort Lauderdale for Riverwalk Center Shops No. 108 & 112 - (Commission District 4)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis

- CR-1** 25-0085 Resolution Amending Resolution No. 17-46, as Amended, Providing for the Extension of the Term of the Infrastructure Task Force through February 18, 2026 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis



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

#25-0098

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

FROM: Susan Grant, Acting City Manager

DATE: January 22, 2025

TITLE: Resolution Waiving the Formal Bid Requirements of City Code Section 2-181, Waiving the Requirement to Restrict the use of SHIP Funds Under the Rental Development Strategy for "Gap" Financing, and Waiving the Requirement for a Minimum Contribution From the Participant Under the Local Housing Assistance Plan (LHAP), and Approving an Award of \$278,600 to Fort Lauderdale Community Development Corporation Under State Housing Initiatives Partnership (SHIP) Program - **(Commission District 3)**

Recommendation

Staff recommends the City Commission adopt a Resolution waiving the Formal Bid Requirements of City Code Section 2-181, and waiving the requirement to restrict the use of SHIP funds under the Rental Development Strategy for "gap" financing, and waiving the requirement for a minimum contribution from the participant under the City's State Housing Initiatives Partnership Local Housing Assistance Plan, and approving an award in the amount of \$278,600 to Fort Lauderdale Community Development Corporation in accordance with the terms and conditions under the Rental Rehabilitation Loan Agreement, in substantially the form attached.

Background

Fort Lauderdale Community Development Corporation, a qualified Community Housing Development Organization (CHDO), has submitted a request for \$278,600 in SHIP Funds for the renovation and restoration of six (6) rental properties (Exhibit 1). This loan is repayable in full at the end of fifteen (15) years with zero percent interest. A copy of the proposed loan agreement can be found in Exhibit 2. A CHDO is a private nonprofit, community-based organization that has staff with capacity to develop affordable housing for the community it serves. To qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their legal status, organizational structure, capacity and experience. A CHDO eligible activity includes rehabilitation of rental housing.

This request meets program guidelines of the 2022-2025 approved SHIP Local Housing Assistance Plan (Exhibit 3) under the Rental Development Strategy which awards funds

for rehabilitation of affordable rental units up to a maximum award of \$100,000 per unit. This request is within the maximum award.

The City Commission has the authority to waive the formal bid requirements of Section 2-181 pursuant to its authority under Section 2-176 (e) (17) of the City's Code of Ordinances. The City Commission may also waive the requirement to restrict the use of SHIP funds under the Rental Development Strategy for "gap" financing and the requirement for a minimum contribution from the participant. SHIP funds are intended to provide "gap" funding for projects and the CHDO should contribute a minimum of 10% of the rehabilitation construction costs for the scope of work. In this instance, the SHIP funds represent 100% of the funds to cover the costs and the CHDO is not contributing 10%. Upon adoption of the Resolution, these are requirements are being waived by the City Commission.

Resource Impact

There will be a fiscal impact to the city in the amount of \$278,600. Funding for this item is available in the accounts listed below.

<i>Funds available as of 1/13/2025</i>					
ACCOUNT NUMBER	PROJECT NAME (Program)	ACCOUNT/ ACTIVITY NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-130-9300-559-80-8004-23SHPI	SHIP FY22-23 Program Income	Grants & Aids / Program Income	\$150,994	\$128,444.49	\$128,444.49
10-130-9300-559-80-8004-23SHEHR	SHIP FY22-23 Emergency Home Repair	Grants & Aids / Additional Funds	\$267,800	\$267,800.00	\$132,695.35
10-130-9300-559-80-8004-25SHPI	SHIP FY24-25 Program Income	Grants & Aids / Program Income	\$ 50,000	\$50,000.00	\$ 17,460.16
TOTAL AMOUNT →					\$278,600.00

Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Affordable Housing and Economic Development initiative.

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

- The Housing Focus Area, Goal 2: Enable housing options for all income levels.

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

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

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

Attachments

Exhibit 1 - FLCDC Solicitation letter

Exhibit 2 - SHIP Program Rental Rehabilitation Loan Agreement

Exhibit 3 - 2022-2025 SHIP Local Housing Assistance Plan

Exhibit 4 - Resolution

Prepared by: Avis Wilkinson, Assistant Manager, Housing & Community Development

Acting Department Director: Alfred G. Battle Jr., Development Services Department

RESOLUTION NO. 25-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, WAIVING THE FORMAL BID REQUIREMENTS OF SECTION 2-181 OF THE CODE OF ORDINANCES; WAIVING CERTAIN REQUIREMENTS UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN; APPROVING AN AWARD OF \$278,600 TO FLORIDA COMMUNITY DEVELOPMENT CORPORATION UNDER THE SHIP LOCAL HOUSING ASSISTANCE PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida ("City Commission") adopted Ordinance No. C-93-20 on February 18, 1993, which created a Local Housing Assistance Trust Fund, established a Local Housing Partnership, and established a Local Housing Assistance Program to participate in the State Housing Initiatives Partnership Program ("SHIP"), which said Program provides funds for affordable housing programs; and

WHEREAS, the Local Housing Assistance Plan ("LHAP") is a three-year plan that provides guidelines as to how SHIP funds should be allocated to preserve and create affordable housing; and

WHEREAS, LHAP, as amended, provides for a Rental Development Strategy, which strategy is intended to provide "gap" financing and requires the participant to contribute a minimum of ten percent (10%) towards funding for the project; and

WHEREAS, subject to the requirements of Section 2-181 of the Code of Ordinances, the City could issue a Request for Qualifications or Request for Proposals to fund eligible affordable rental projects; and

WHEREAS, under Section 2-176 (e)(17) of the Code of Ordinances, the City may waive the formal bid requirements under Section 2-181; and

WHEREAS, Florida Community Development Corporation submitted an unsolicited request for rehabilitation of one of its affordable housing rental projects; and

WHEREAS, the project and scope of work meets the eligibility requirements of SHIP's rules and regulations and the City's LHAP and serves to preserve and provide safe, decent and affordable housing.

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

SECTION 1. That the foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. That the City Commission hereby waives the formal bid requirements under Section 2-181 of the Code of Ordinances for the Rental Development Strategy under the LHAP pursuant to its authority under Section 2-176 (e)(17) of the Code of Ordinances.

SECTION 3. That City Commission waives the requirement to restrict SHIP funds under the Rental Development Strategy for "gap" financing and the requirement for a minimum contribution from the participant.

SECTION 4. That the City Commission hereby approves an award of \$278,600 to Fort Lauderdale Community Development Corporation in accordance with the terms and conditions of the Rental Rehabilitation Loan Agreement, in substantially the form attached to CAM No. 25-0098.

SECTION 5. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City Officials.

SECTION 6. That this Resolution shall take effect immediately upon its adoption.

ADOPTED this 22nd day of January, 2025.



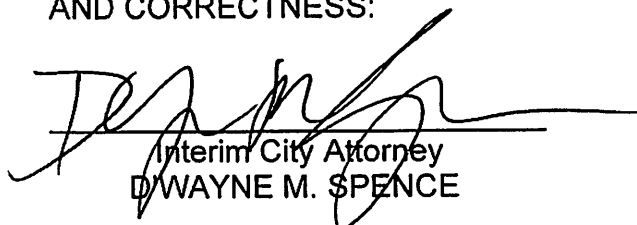
Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:



Interim City Attorney
DWAYNE M. SPENCE

Dean J. Trantalis Yea

John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Ben Sorensen Yea

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

DATE: February 7, 2025

FROM: [Deneice Graham](#)

TO: Erica Keiper, Paralegal

SUBJECT: **Fort Lauderdale Community Development Corporation**

Attached please find the following:

1. Loan Agreement
2. Mortgage X1
3. Note X1

Please route to the appropriate departments
Thank you,

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

**CITY OF FORT LAUDERDALE
STATE HOUSING INITIATIVES PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)**

**PROMISSORY NOTE
(Deferred Payment)**

DATE: February 13, 2025

NAME: **FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION**, a
Florida not-for-profit corporation

PROJECT: **STATE HOUSING INITIATIVES PARTNERSHIP RENTAL
REHABILITATION PROGRAM**

FOR VALUE RECEIVED, the undersigned (referred to as "Maker(s)") jointly and severally promise to pay to the order of the **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation (referred to as the "City"), or its successors in interest or assigns, the principal amount of **Two Hundred Seventy-Eight Thousand Six Hundred and 00/100 Dollars (\$278,600.00)** or so much as shall be advanced.

1. **TERM.** Maker shall repay the entire outstanding principal balance of the loan at the end of the 15-year period which fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable for rehabilitation of the Property as defined below.
2. **INTEREST RATE:** The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Second Mortgage (as hereinafter defined), or the Agreement.
3. **PAYMENT:** Payment of the entire principal amount of this loan, shall be due and payable in full upon the occurrence of the following: (1) sale of the real property or (2) in the event of default in the performance of any of the covenants, understandings and agreements set forth in this note or in the loan agreements between the Maker and the City in such event, the entire unpaid principal amount and accrued interest charged at the maximum rate allowed by law, if any, of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the Rental Rehabilitation Loan 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 Agreement. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty (30) calendar days after the time of

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

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

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

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

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

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

The City agrees to look solely to the real estate located at 100 N.W. 14th Avenue, Fort Lauderdale, Florida 33311; 1215 – 1221 N.W. 1st Street, Fort Lauderdale, Florida 33311; 1324 N.W. 2nd Street, Fort Lauderdale, Florida 33311; 520 N.W. 18th Avenue, Fort Lauderdale, Florida 33311, and 1429 NW 3rd Street, Fort Lauderdale, Florida 33311 (collectively the "Property") as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

[Signature]
Witness #1 signature

Joe N. Toliver
[Witness #1 print or type name]

2011 NW 28th ST.
Oakland PK, FL, 33311
[Witness #1 address]

[Signature]
Witness #2 signature

Tracy Lockhart Talley
Witness #2 print name
1200 S.W. 31st Ave.
Ft. Lauderdale, FL 33312
[Witness #2 print address]

MAKER(S):

**FORT LAUDERDALE COMMUNITY
DEVELOPMENT CORPORATION**, a
Florida not-for-profit corporation
1033 N.W. 6TH Street, #204
Fort Lauderdale, Florida 33311

By: [Signature]
Dennis Wright, President

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or _____ online notarization this 31st day of January, 2025, by **Dennis Wright**,
as President of Fort Lauderdale Community Development Corporation.

[Signature]
Signature of Notary Public, State of Florida



Carla Hankerson
Notary Public
State of Florida
Comm# HH129469
Expires 5/12/2025

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

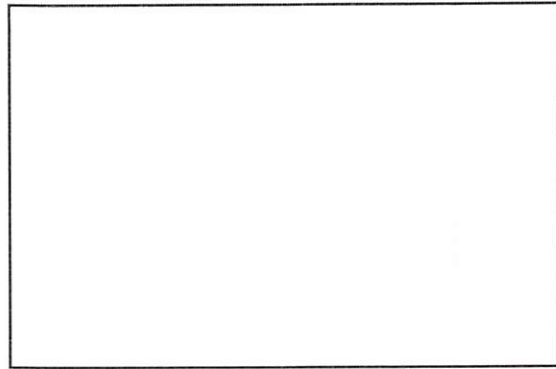
APPROVED AS TO FORM AND CORRECTNESS:

D'Wayne M. Spence, Interim City Attorney

By: [Signature]
Lynn Solomon, Assistant City Attorney

Prepared by and return to:

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



DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this 31 day of January 2025, by the **Fort Lauderdale Community Development Corporation**, a Florida not for profit corporation (hereinafter "PARTICIPANT") in favor of the City of Fort Lauderdale, a Florida municipal corporation.

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

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

WHEREAS, PARTICIPANT submitted an unsolicited proposal to renovate the real property located at located at 100 N.W. 14th Street, 1215 – 1221 N.W. 1st Street, 1324 N.W. 2nd Street, 520 N.W. 18th Avenue, in the City of Fort Lauderdale, and 1429 NW 3rd Street, Fort Lauderdale, Florida 33311; and

WHEREAS, in order to comply with the affordability requirements, PARTICIPANT agrees to perpetually restrict the use of the Property as affordable housing; and

WHEREAS, PARTICIPANT has entered into a SHIP Community Housing Development Organization (CHDO) Rental Rehabilitation Loan Agreement with the CITY, dated _____ ("Agreement") which sets forth the affordability requirements.

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

1. The above recitals are true, complete, and correct and are hereby incorporated herein by this reference.

2. Fort Lauderdale Community Development Corporation is the Owner of the subject property legally described as follows:

Lot 10 less the East 20 feet thereof and all of Lot 11, Block 2 of of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

- Property ID: 5042 04 20 0220

Also known as 100 NW 14th Avenue, Fort Lauderdale, Florida 33311

Lots 3, 4, 5, and 6, in Block 2, of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

- Property ID: 5042-04-20-0170

Also known as 1215 – 1221 N.W. 1st Street, Fort Lauderdale, Florida 33311

Lot 12, Block 2, SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, Page 16, Public Records of Broward County, Florida.

- Property ID: 5042-04-20-0240

Also known as 1324 N.W. 2nd Street, Fort Lauderdale, Florida 33311

Lot 8, Block 17, DORSEY PARK THIRD ADDITION, according to the plat thereof, as recorded in Plat Book 24, Page 24, of the Public Records of Broward County, Florida.

- Property ID: 5042-04-26-0410

Also known as 520 N.W. 18th Avenue, Fort Lauderdale, Florida 33311

The West 25 Feet of LOT 8, and the East 30.35 feet of Lot 9, Block 7, of SEMINOLE FOREST according to the plat thereof, as recorded in plat book 14, page 16, of the Public records of Broward county, Florida.

- Property ID: 5042-04-20-0618

Also known as 1429 N.W. 3 Street, Fort Lauderdale, Florida 33311

(collectively referred to as the “Property”)

3. The restrictions contained herein and, in the Agreement, shall apply in perpetuity from the date the Agreement was executed ("the period of affordability"). This period of affordability will continue in perpetuity regardless of any sale, transfer, conveyance or encumbrance of the Property.
4. Within the period of affordability, units in the subject property must be occupied by low-income households or individuals consistent with the requirements of SHIP Program. Units not meeting this requirement will be subject to recapture of funds used for Rental Rehabilitation of the Property. The principal balance of the Rental Rehabilitation Loan is not reduced for every year the property is not in compliance.
5. These covenants shall remain in effect for the period of affordability set forth in

paragraph 3, unless amended by written consent of the CITY.

6. The CITY OF FORT LAUDERDALE, its successors, and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Such remedies may include specific performance, injunction or other legal or equitable remedies.
7. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
8. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
9. It is intended that this Declaration and the rights and obligations set forth herein shall be a covenant running with the land and shall bind the land and every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the City of Fort Lauderdale and its respective parties and their successors and assigns.
10. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and the rights and obligations hereunder shall be binding upon the Owner and its successors or assigns.
11. During the period of affordability, the PARTICIPANT shall comply with the terms and conditions set forth in the State Housing Initiatives Partnership Rental Rehabilitation Loan Agreement (FY 2022-2023) dated _____, 2025 between the CITY and the PARTICIPANT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PARTICIPANT has executed this Declaration of

Restrictive Covenants on the date set forth below.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness #1 Signature

Joe N. Toliver
Witness #1 Printed Name

3011 NW 28th St
Oakland Park, FL 33311
Witness #1 address

**Fort Lauderdale Community
Development Corporation**, a Florida
not for profit corporation

[Signature]
Dennis Wright, President

[Signature]
Witness #2 Signature

Tracy Lockhart-Talley
Witness #2 Printed Name

1200 S.W. 31st Ave
Ft. Laud., FL 33312
Witness #2 address

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online, ☐, this 31st day of January, 2025, by Dennis Wright, as President of Fort Lauderdale Community Development Corporation, a Florida non-profit corporation, who is ☒ personally known to me or ☐ have produced _____ as identification.

[Signature]
Signature of Notary Public, State of Florida



Carla Hankerson
Notary Public
State of Florida
Comm# HH129469
Expires 5/12/2025

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

**STATE HOUSING INITIATIVES PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
RENTAL REHABILITATION LOAN AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and

between:

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

and

**FORT LAUDERDALE COMMUNITY DEVELOPMENT
CORPORATION**, a Florida not-for-profit corporation (hereinafter
referred to as "Participant" or "Owner").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida adopted Ordinance No. C-93-20 on February 18, 1993, which created a Local Housing Assistance Trust Fund, established a Local Housing Partnership, and established a Local Housing Assistance Program to participate in the State Housing Initiatives Partnership ("SHIP"), which provide funds for affordable housing programs; and

WHEREAS, the City of Fort Lauderdale has met all the prerequisites for participation in the State Housing Initiatives Program for eligible housing activities and projects; and

WHEREAS, pursuant to Resolution No. 22-70, the City Commission adopted the 2022-2025 SHIP Program Local Housing Assistance Plan (LHAP) in accordance with Rule Chapter 67-37, Florida Administrative Code, as part of the SHIP Program which contains a Rental Development Strategy to provide funding for the construction or rehabilitation of affordable rental units; and

WHEREAS, the Participant has applied for funding to rehabilitate the Identified Properties described below; and

WHEREAS, as described in CAM NO. 25-0098 on January 22, 2025, the City allocated an amount not to exceed **\$278,600.00** including charge for renovation and restoration of our rental properties and lien recording fee using 2022-2023 SHIP funds for a Community Housing Development Organization (CHDO); and

WHEREAS, Participant is a HUD-designated CHDO and thereby qualified to rehabilitate affordable rental units for low-income households and submitted a work proposal for the properties located at:

- Property ID: 5042 04 20 0220

also known as 100 N.W. 14th Avenue, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens; (1) Mortgage to THE CITY of Fort LAUDERDALE, mortgagee(s), recorded in O.R. Book 33229, Page 1069, modified by Modification Agreement recorded in O.R. Book 36218, Page 1359, subordinated by that certain Subordination Agreement recorded in O. R. Book 36389, Page 662, Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1963, O.R. Book 36857, Page 1965, O. R. Book 36857, Page 1967, and Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1969, Subordination recorded in O.R. Book 50915, Page 880, Public Records of Broward County, Florida.

(2) Mortgage to Florida Community Loan Fund, Inc, mortgagee(s), recorded in O.R. Book 50915, Page 884, and Mortgage Modification Agreement recorded in Instrument Number 118085350, Public Records of Broward County, Florida.

- Property ID: 5042-04-20-0170

also known as 1215 – 1221 N.W. 1st Street, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens; (1) Mortgage to THE CITY of Fort LAUDERDALE, mortgagee(s), recorded in O.R. Book 33229, Page 1069, modified by Modification Agreement recorded in O.R. Book 36218, Page 1359, subordinated by that certain Subordination Agreement recorded in O. R. Book 36389, Page 662, Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1963, O.R. Book 36857, Page 1965, O. R. Book 36857, Page 1967, and Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1969, Subordination recorded in O.R. Book 50915, Page 880, Public Records of Broward County, Florida.

(2) Mortgage to Florida Community Loan Fund, Inc., mortgagee(s), recorded in O.R. Book 50915, Page 884, and Mortgage Modification Agreement recorded in Instrument Number 118085350, Public Records of Broward County, Florida.

- Property ID: 5042-04-20-0240

Also known as 1324 N.W. 2nd Street, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens: (1) Mortgage to THE CITY of Fort LAUDERDALE, mortgagee(s), recorded in O.R. Book 33229, Page 1069, modified by Modification Agreement recorded in O.R. Book 36218, Page 1359, subordinated by that certain Subordination Agreement recorded in O. R. Book 36389, Page 662, Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1963, O.R. Book 36857, Page 1965, O. R. Book 36857, Page 1967, O.R. Book 36857, Page 1969, another Subordination recorded in O.R. Book 50915, Page 880, Public Records of Broward County, Florida.

(2) Mortgage to Florida Community Loan Fund, Inc. mortgagee(s), recorded in O.R. Book 50915, Page 884, and Mortgage Modification Agreement recorded in Instrument Number 118085350, Public Records of Broward County, Florida.

- Property ID: 4942-34-06-7370
Also Known as 520 N.W. 18th Avenue, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens; City of Fort Lauderdale, mortgagee(s), recorded in O.R. Book 51313, Page 840, Public Records of Broward County, Florida.
- Property ID: 5042-04-20-0618
Also known as 1429 N.W. 3rd Street, Fort Lauderdale, Florida 33311 (first lien position), (collectively "IP" or "Identified Properties")

Which legal descriptions are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, subject to the conditions stated herein and in compliance with SHIP and the City's Local Housing Assistance Plan, the City seeks to provide funding for the Participant to rehabilitate the affordable rental housing project in order to provide affordable rental housing to eligible individuals under the SHIP Rental Development Strategy.

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

ARTICLE I PURPOSE

- 1.1 The purpose of this Agreement is to outline the requirements by which the City will provide funds to the Participant in order to rehabilitate rental properties located at 100 N.W. 14th Street, Fort Lauderdale, Florida 33311, 1215 – 1221 N.W. 1st Street, Fort Lauderdale, Florida 33311, 1324 N.W. 2nd Street, Fort Lauderdale, Florida 33311, 520 N.W. 18th Avenue, Fort Lauderdale, Florida 33311 and 1429 N.W. 3 Street, Fort Lauderdale, Florida 33311.
- 1.2 The funds approved herein shall be evidenced by a 0% interest loan repayable at the end of 15 years. Notwithstanding, the Identified Properties shall remain affordable in perpetuity. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount funded for the scope of work, secured by a mortgage and restrictive covenant, in form and substance acceptable to the City.

ARTICLE II DEFINITIONS

The terms defined in Article II shall have the following meanings in this Participation Agreement, except as otherwise expressly provided herein:

- 2.0 "Affordable Rents" means payment for rent that does not exceed thirty percent (30%) of the gross monthly gross income of the low-income person or household, including utility charges.

- 2.1. "Agreement" means all documents signed and executed as part of this package, for the purpose of carrying out the responsibilities.
- 2.2. "Carrying Costs" means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.
- 2.3. "CITY" means the City of Fort Lauderdale.
- 2.4. "Effective Date" means the date this Agreement was approved by the City Commission.
- 2.5. "FI" means Financial Institution.
- 2.6. "HCD" means the Fort Lauderdale's Housing and Community Development Division.
- 2.7. "HCD Approval" means the written approval of the HCD Manager or designee.
- 2.8. "HCD Manager" means the Housing & Community Development Division Manager or designee.
- 2.9. "Identified Property" or "IP" means a property that has been identified for rehabilitation by the Participant pursuant to the terms of this Agreement.
- 2.10. "Low Income" or "LI" means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.11. "Participant" means the Fort Lauderdale Community Development Corporation.
- 2.12. "Construction Costs" means impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to bring the dwelling up to a standard that meets the City Code, Florida Building Code and all other codes, laws and regulations associated thereto associated with the scope of work and as authorized and approved by HCD.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.0. The maximum SHIP funds payable to Participant by the City under this Agreement shall not exceed a total loan amount of **Two Hundred Seventy-Eight Thousand Six Hundred and No/100 Dollars (\$278,600.00).**
- 3.1. The Participant shall request construction funds from the City for payment of all eligible Construction Costs on a reimbursement basis.

- 3.2 This Agreement will be considered a Preliminary Award, until the Participant has provided the following documents to HCD for written approval to rehabilitate the identified eligible property(ies):

- Construction Budget Scope of Work described on Exhibit “B”;
- Fully executed Contractor Agreement;
- Project Timeline for completion of all work;
- Evidence of procurement for Scope of Work;
- Title Search Report in form and substance acceptable to the City;
- Such other information requested by the City to underwrite this project.

Once the documentation is received, the City shall review and underwrite the project and ensure the project is sustainable over the loan period of fifteen (15) years. Such information shall be due within thirty days after this Agreement is approved by the City Commission.

- 3.3 The Participant shall maintain adequate records to support and justify all charges, expenses for the scope of work for a minimum of five (5) years after completion of work or a longer period of time if an audit is ongoing or if a lawsuit is pending or instituted or if the Participant has received notice to preserve its records, in which case the records shall be preserved until the matter has been finally resolved. City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to withhold payment until adequate documentation has been provided and reviewed.
- 3.4 The Participant shall submit a final construction reimbursement invoice upon completion. Final payment shall be made after the City has determined that the scope of work has been completed which may involve physical inspections of the IP and the units, proof that certificate of completions and/or occupancy have been issued by the governing authority, files and documentation delivered, and units have been placed in service in full compliance with SHIP regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants and mortgage and execution of promissory note.

ARTICLE IV GRANT ACTIVITIES

- 4.0 The Participant will use the allocated SHIP funds to fund the scope of work described in Exhibit “B” in accordance with the construction budget approved by HCD.
- 4.1 The Construction must meet the City’s Florida Building Code and all other applicable laws or regulations.
- 4.3.1 The Participant shall provide an itemized contractor’s estimate for the scope of work for the Identified Properties, ensuring that the costs are consistent with industry standards. In addition, a timeline within which the scope of work will be

completed shall be submitted to HCD. The scope of work must be completed within one hundred fifty days (150) starting from February 7, 2025.

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

- 4.3.2 Prior to beginning the construction process, the Participant shall provide a written contract between contractor and the Participant to cover the scope of work within 30 days from the date the City Commission approves this Agreement. The Participant shall be responsible for obtaining all City final inspection approvals.

- 4.4 If HCD approves the Participant's submittals in writing the following shall occur:

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

- Execute a mortgage in favor of the City to secure the note and promissory note in the amount of \$278,600. The City will enjoy the lien status as reflected in the sixth Whereas clause.
- Execute for recording a declaration of restrictive covenants imposing the affordability restrictions on the Identified Properties and requirements that the IP must remain a permanently affordable rentals.
- This loan is not assumable, and the mortgage shall contain a due on sale clause in the event of the sale, transfer or conveyance of the Identified Properties.
-

4.5 FINANCIAL RESPONSIBILITIES

- 4.5.1 Reimbursable Construction Costs. The Participant shall submit one invoice to HCD for Reimbursable Construction Costs.

- 4.5.2 Construction Costs. The maximum cost for construction payable by City is as approved by HCD but shall not exceed \$278, 600.00 without further authorization from the City Commission.

4.6 CONSTRUCTION OR REHABILITATION OF PROPERTY

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

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

4.6.3 The Participant shall insure that the contractor is licensed, bonded, insured and qualified to complete the scope of work described in Exhibit "B"

ARTICLE V RESTRICTIONS ON PROPERTY

5.0 A Property rehabilitated or assisted by the Participant using SHIP funds shall meet the affordability requirements for a period of 15 years, and the IP must remain affordable perpetually.

5.1 All residential units assisted with SHIP funds must be occupied by low-income households at or below 80% of the current SHIP Income Limits.

5.2 All individuals or families of each unit must pay Affordable Rents.

ARTICLE VI RESPONSIBILITY FOR PROPERTY

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

ARTICLE VII PROCUREMENT

7.1 The Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The Participant shall not award work to any officer, director or employee of Participant or family member of any of the above. At all times, the parties performing the scope of work should be unaffiliated and unrelated to the parties listed herein.

ARTICLE VIII CERTIFICATIONS

8.0 The Participant certifies that it shall comply with the following requirements:

- 8.1 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.2 Drug-free workplace, identified at 24 CFR 24.
- 8.3 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.4 Labor standards, identified at 24 CFR 92.354.
- 8.5 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.6 Conflict of Interest, identified at 24 CFR 92.356.
- 8.7 Fair Housing Laws.

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County and City.

ARTICLE IX COMPLIANCE MONITORING

- 9.0 This project shall comply with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs) and the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907 and the Florida Administrative Code 67-37, and related to:
 - a. Income limits
 - b. Definition of Affordability
 - c. Maximum rent
 - d. Non-discrimination

The manager of the Identified Properties must remain in contact with HCD during the 15-year SHIP loan period and must remain in compliance with SHIP requirements. The manager must stay updated on income qualification training by completing re-training at least once every three years and provide proof to City of this training.

Annually, staff from HCD will conduct a monitoring visit to review income compliance and affordability of rent/housing costs, as well as complete an inspection of the physical condition of the SHIP assisted unit and the overall property.

At least thirty (30) days prior to this monitoring site visit, the CHDO will provide the following:

1. A completed annual re-certification of income eligibility for each SHIP-assisted rental unit using the current residential income certification form and including required verification of household income and assets.
2. Proof of Affordability of Unit.
3. Certificate of Hazard Insurance naming the City of Fort Lauderdale Housing & Community Division as co-insured.

ARTICLE X TERMINATION OF AGREEMENT

- 10.0 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of the City hereunder may be terminated upon no less than twenty-four hours written notice to the other party. Notwithstanding, the terms and conditions of the Note, Mortgage and Restrictive Covenants are not waived to the extent SHIPS funds are disbursed.
- 10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.
- 10.2 Termination shall be upon no less than twenty-four hours' notice, in writing, delivered by certified mail, or in person.
- 10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 10.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

(a) As to the City: Susan Grant
Acting City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

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

(b) As to the Participant: Dennis Wright, President
Fort Lauderdale Community Development Corporation
1033 NW 6th Street, #204

Fort Lauderdale, FL 33311

ARTICLE XI INDEMNIFICATION CLAUSE

The Participant shall indemnify and save harmless and defend City, its public officials, officers, agents, servants, and employees from and against any and all lawsuits, judgments, settlements, claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the Participant, its agents, servants, or employees in the performance of its services and obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, violation of any applicable statute, ordinance, administrative order, rule, regulation or decree are included in this indemnity.

ARTICLE XII AMENDMENT

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

ARTICLE XIII VENUE

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

ARTICLE XIV PUBLIC RECORDS

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

PARTICIPANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if PARTICIPANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of PARTICIPANT or keep and maintain public records required by the CITY to perform the service. If PARTICIPANT transfers all public records to the CITY upon completion of this Agreement, PARTICIPANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARTICIPANT keeps and maintains public records upon completion of this Agreement, PARTICIPANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE XV **AFFIDAVITS**

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

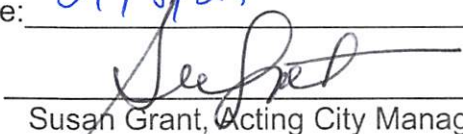
[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date set forth below.

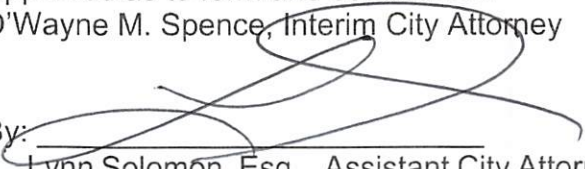
**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE STATE
OF FLORIDA**

By: 
Dean J. Trantalis, Mayor

Date: 2/18/25

By: 
Susan Grant, Acting City Manager

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

By: 
Lynn Solomon, Esq., Assistant City Attorney

ATTEST:


David R. Soloman, City Clerk



PARTICIPANT

IN WITNESS WHEREOF, this Agreement has been duly executed by the Participant, as of the date set forth below.

WITNESSES:

Joe N. Tolwer
Witness #1 signature

Joe N. Tolwer
[Witness #1 print or type name]

Tracy Lockhart-Talley
Witness #2 signature

Tracy Lockhart-Talley
Witness #2 print name

PARTICIPANT:

**FORT LAUDERDALE COMMUNITY
DEVELOPMENT CORPORATION, a**
Florida not-for-profit corporation

By: Dennis L. Wright
Dennis Wright, President

STATE OF: FLORIDA

COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of January, 2025, by **Dennis Wright**, as President of Fort Lauderdale Community Development Corporation.

Carla Hankerson
Signature of Notary Public, State of Florida



Carla Hankerson
Notary Public
State of Florida
Comm# HH129469
Expires 5/12/2025

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 10 less the East 20 feet thereof and all of Lot 11, Block 2 of of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-20-0220

Address: 100 NW 14th Avenue

Lot 8, Block 17, DORSEY PARK 3RD ADDITION, according to the Plat thereof, recorded in Plat Book 24, Page 24, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-26-0410

Address: 520 NW 18th Avenue

Lots 3, 4, 5, and 6, in Block 2, of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

Folio No.: 504204200170

Address: 1215-1221 NW 1st Street

Lot 12, Block 2, Seminole Forest, according to the plat thereof, as recorded in Plat Book 14, Page 16, Public Records of Broward County, Florida.

Folio No.: 504204200240

Address: 1324 N.W. 2nd Street

The West 25 Feet of Lot 8 and the East of 30.35 Feet of Lot 9, Block 7, Seminole Forest, according to the plat thereof, as recorded in Plat Book 14, Page 16, Public Records of Broward County, Florida.

Folio No.: 504204200618

Address: 1429 NW 3rd ST.

EXHIBIT "B"
SCOPE OF WORK

Rental Property Location	Description of Challenges	Est. Cost
<p>Building Address: 100 NW 14th Avenue Fort Lauderdale, FL, 33311</p> <p>Building Description: This building consists of ten (10) units located at the same address.</p>	<p>Roof Replacement:</p> <ul style="list-style-type: none"> • Strip the existing roof down to the roof deck. • Apply asphalt primer to the current deck. • Install 2 Ply GAF Gafglass Ply IV glass felt with Bitumar Type IV Asphalt Install GAF Mineral Surfaced Cap Sheet with Bitumar Low order Type IV Asphalt. • Remove shingles down to the existing roof deck. • Replace any damaged or rotten plywood, up to 100 square feet (additional materials will incur costs of \$6 per square foot for plywood and \$15 per linear foot for 1x8). • Install two (2) layers of #30 paper over the existing deck, secured with tin caps properly spaced per the Florida Building Code. • Provide and install Three (3) Tab shingles. Owner to select colors from contractor provided samples. • Replace all vents, pipes, and other protrusions shall be adequately sealed and flashing flashing installed to comply with the product approval associated with roofing application. • Install 3x3 metal drip edge at perimeter of pop-up roofs. • Clean up all debris from the roof and surrounding area, ensuring the site is tidy and safe. 	\$66,000
Subtotal	(10 Units at \$6,600)	\$66,000
<p>Building Address: 1215 NW 1st Street Fort Lauderdale, FL, 33311</p> <p>Building Description: This building consists of eight (8) units located at Cont.</p>	<p>Impact Windows:</p> <ul style="list-style-type: none"> • Remove and install new windows on the 1st and 2nd floors, using Hurricane Impact Windows approved by Broward County. • All windows must be Single Hung and feature Bronze Frames. • Guarantee that each window is installed accurately, complying with all local building codes and regulations. • Effectively seal and insulate around each window to enhance energy efficiency and minimize noise. • Clear away all debris from the installation process, ensuring the site is clean and ready for use. <p>Exterior Paint:</p> <ul style="list-style-type: none"> • Pressure wash and clean exterior of building to remove dirt and loose paint. • Prep windows and other components not to receive paint from overspray. • Prime and paint exterior walls and doors with Flat Latex Paint by Sherwin Williams or Equal. Colors to be selected by owner. • Prime and paint exterior doors with Flat Latex Paint by Sherwin Williams. • Clean and prep railing to receive DTM (paint for metal components). • Colors to be selected by owner 	<p>\$35,000</p> <p>\$15,000</p>

Subtotal	(8 Units at \$6,250)	\$50,000
Building Address: 1221 NW 1 st Street Fort Lauderdale, FL, 33311 Building Description: This building consists of eight (8) units located at the same address.	Impact Windows: <ul style="list-style-type: none"> Remove and install new windows on the 1st and 2nd floors, using Hurricane Impact Windows with a Dade County Product Approval and or FL Product Approval. All windows must be Single Hung and feature Bronze Frames. • Guarantee that each window is installed accurately, complying with all local building codes and regulations. Effectively seal and insulate around each window to enhance energy efficiency and minimize noise. Clear away all debris from the installation process, ensuring the site is clean and ready for use. 	\$35,000

	Exterior Paint: <ul style="list-style-type: none"> Pressure wash and clean exterior of building to remove dirt and loose paint. Prep windows and other components not to receive paint from overspray. Prime and paint exterior walls and doors with Flat Latex Paint by Sherwin Williams or Equal. Colors to be selected by owner. Prime and paint exterior doors with Flat Latex Paint by Sherwin Williams. Clean and prep railing to receive DTM (paint for metal components). Color to be selected by owner. 	\$15,000
--	---	----------

Subtotal	(8 Units at \$6,250)	\$50,000
Building Address: 1324 NW 2 nd Street Fort Lauderdale, FL, 33311 Building Description: This building consists of eight (5) units located at the same address.	Exterior Paint: <ul style="list-style-type: none"> • Pressure wash and clean exterior of building to remove dirt and loose paint. • Prep windows and other components not to receive paint from overspray. • Prime and paint exterior walls with Flat Latex Paint by Sherwin Williams. • Prime and paint exterior doors with Flat Latex Paint by Sherwin Williams. 	\$17,500
	Driveway and Parking Lot: <ul style="list-style-type: none"> • The driveway and parking lot are riddled with numerous potholes and large tree roots that have been patched multiple times, necessitating a full resurfacing. • This process will include the removal of the damaged asphalt, resolving underlying problems like tree roots, and applying a new layer of smooth, resilient pavement. • After the resurfacing is finished, clear and vibrant re-striping to effectively direct traffic flow and clearly designate parking spaces. 	\$3,500
	Irrigation System: <ul style="list-style-type: none"> • The lawn is having difficulty thriving and being well-kept because of a malfunctioning irrigation system that requires replacement. • Replace irrigation to provide 100% coverage. • Plan the layout of your irrigation system. • Identify the areas that need watering for watering efficiency. • Install a backflow preventer at the water source to ensure the water supply remains clean and uncontaminated. • Install the sprinklers or drip lines at the designated locations, adjusting the spray patterns and flow rates to ensure even coverage. • Connect the system to a timer to automate the watering schedule. • Install rainwater sensor at roof to shut off and restart system during rainfall. 	\$3,500
	Roof Replacement: <ul style="list-style-type: none"> • Remove the current roof down to the roof deck. • Replace any damaged or rotten plywood, up to 100 square feet (additional materials will incur costs of \$6 per square foot for plywood and \$15 per linear foot for 1x8). • Install 3x3 metal flashing at perimeter of roof. • Install 2 Ply GAF Gafglass Ply IV glass felt with Bitumar Type IV Asphalt. • Install GAF Mineral Surface Cap Sheet using Bitumar Type IV Asphalt. • Ensure proper ventilation and insulation are in place. • Apply flashing around roof penetrations and edges to ensure seal. • Clean up the work site, removing all debris and ensuring no nails or sharp objects are left behind. 	\$25,500

<p>Building Address: 520 NW 18th Avenue Fort Lauderdale, FL, 33311</p> <p>Building Description: This is single-family rental home.</p>	<p>Roof Replacement:</p> <ul style="list-style-type: none"> • Remove shingles down to the existing roof deck. • Replace any damaged or rotten plywood, up to 100 square feet (additional materials will include costs of \$6 per square foot for plywood and \$15 per linear foot for 1x8). • Install Double #30 felt paper over the existing deck with tin caps spaced to comply with applicable building code. • Install 3x3 metal drip edge at perimeter of roof • Provide and install Three Tab shingles, with the color to be chosen by the owner from contractor provided samples. • Install new flashing around roof penetrations and along eaves to prevent water intrusion. • Shingles shall be installed in accordance with the manufacturer's recommendation. • Clean up the job site daily, removing all debris and ensuring the property is left in a neat and orderly condition. 	\$17,500
	<p>Replace Gutters:</p> <ul style="list-style-type: none"> • Remove the existing gutters. • Install 6" seamless aluminum gutters with downspouts • Install the gutter hangers along the fascia in accordance with manufacturers recommendations • Color to be selected from contractor provided samples. 	\$4,900
	<p>Driveway:</p> <ul style="list-style-type: none"> • The driveway and parking lot are riddled with numerous potholes and large tree roots that have been patched multiple times, necessitating a full resurfacing. • This process will include the removal of the damaged concrete, resolving underlying problems like tree roots, and replacing the affected areas with fiber infused concrete over well compacted fill. 	\$5,000
	<p>Irrigation System:</p> <ul style="list-style-type: none"> • Replace irrigation to provide 100% coverage. • Plan the layout of your irrigation system. • Identify the areas that need watering for watering efficiency. • Install a backflow preventer at the water source to ensure the water supply remains clean and uncontaminated. • Install the sprinklers or drip lines at the designated locations, adjusting the spray patterns and flow rates to ensure even coverage. • Connect the system to a timer to automate the watering schedule. • Install rainwater sensor at roof to shut off and restart system during rainfall. 	\$5,500
	<p>Fencing:</p> <ul style="list-style-type: none"> • Replace damaged 4x4 wood posts at 8' on center at rear of property. • Each post shall be 8' in length and install with a 2' concrete embedment's into the ground. • Replace 2"x4" horizontal rails spaced at 2 1/2' on center as necessary for stability. • Replace 1"x6"x6' wood slats attached vertically to the horizontal rails • Install 4' wide wood framed walk gate to match the wood fencing • Install 4' chain-link at front of property with single 3' walk gate and 5' double gate at driveway. 	\$7,700

	<ul style="list-style-type: none"> Fencing shall be inclusive of 1 5/8" steel post imbedded into concrete with 1 3/8" top rail. Fencing material shall be galvanize chain link, stretched for maximum tension. 	
Subtotal	(1 Unit at \$40,600)	\$40,600
Building Address: 1429 NW 3 rd Street Fort Lauderdale, FL, 33311 Building Description: This is single-family rental home.	Exterior Paint: <ul style="list-style-type: none"> Pressure wash exterior of building to remove dirt and lose paint. Prep windows and other components not to avoid overspray. Prime and paint exterior walls with Flat Latex Paint. Prime and paint exterior doors with Flat Latex Paint. 	\$16,000
	Irrigation System: <ul style="list-style-type: none"> Replace irrigation to provide 100% coverage. Plan the layout of your irrigation system. Identify the areas that need watering for watering efficiency. Install a backflow preventer at the water source to ensure the water supply remains clean and uncontaminated. Install the sprinklers or drip lines at the designated locations, adjusting the spray patterns and flow rates to ensure even coverage. Connect the system to a timer to automate the watering schedule. • Install rainwater sensor at roof to shut off and restart system during rainfall. 	\$6,000
Subtotal	(1 Unit at \$22,600)	\$22,000
Grand Total of Est. Cost	(33 Total Number of Units)	\$278,600

EXHIBIT "C"
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: January 31, 2025 Signed: Dennis L. Wright

Entity: Fort Lauderdale Community Development Corporation

Name: Dennis Wright

Title: Board President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 31st day of January, 2025, by

Dennis L. Wright as Board President for Fort Lauderdale Community Development Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Carla Hankerson

Print Name: Carla Hankerson

State of Florida at Large (Seal)

My commission expires: May 12, 2025



Carla Hankerson
Notary Public
State of Florida
Comm# HH129469
Expires 5/12/2025

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

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

Effective on July 1, 2024, in order for a bid to be accepted or replied to, or if your entity (also referred to as a City consultant, contractor, vendor, bidder, proposer or other contracting party), (which is any business entity however formed /incorporated) will reply to or enter into a contract with the City, the entity by an officer or representative must complete and execute this affidavit.

This Affidavit must be signed by an officer or representative of the entity and is given under penalties of perjury.

1. The entity is a Florida registered entity (domestic or foreign, and authorized to transact business in the State of Florida) with Principal Address/ Registered Agent currently on file, and in good standing with the Florida Department of State, Division of Corporations.
2. The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a bid, proposal, quote, or other response to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

Pursuant to 92.525 Florida Statutes, under penalties of perjury, I declare I have read the foregoing Affidavit and stated facts state are true, accurate, and complete.

Name: Dennis Wright Officer Title: Board President
Signature of Officer: Dennis L. Wright
Office Address: 1033 N.W. 6th Street #204, Ft. Lauderdale, FL 33311
Email Address: FTLCDC@gmail.com Main Phone Number: 954 764 8500
(Where persons listed may be reached during regular hours of business)

FEIN No 615-014168014

OR

Name: _____ Representative: _____
Signature of Representative: _____
Office Address: _____
Email Address: _____ Main Phone Number: _____

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

Space Reserved for Recording Information

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

**CITY OF FORT LAUDERDALE
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
THIRD RENTAL REHABILITATION MORTGAGE
THIS MORTGAGE IS SUBJECT TO THE FOLLOWING LIENS:
MORTGAGE TO CITY OF FORT LAUDERDALE RECORDED IN O.R. BOOK 33229,
PAGE 1069 AND MORTGAGE TO FLORIDA COMMUNITY LOAN FUND, INC.
RECORDED IN O.R. BOOK 50915, PAGE 884, all of the Public Records of Broward
County, Florida.**

THIS MORTGAGE entered into on this ____ day of _____, 2025, by **Fort Lauderdale Community Development Corporation**, a Florida not-for-profit corporation, hereinafter called "Mortgagor", in favor of the City of Fort Lauderdale, a Florida municipal corporation, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness of State Housing Initiatives Partnership (SHIP) Program funds in the principal amount not to **exceed Two Hundred Seventy-Eight Thousand Six Hundred and 00/100 Dollars (\$278,600.00) to renovate the real property described below** thereon, which shall be payable in accordance with the terms of the Rental Rehabilitation Loan Agreement between Mortgagor and Mortgagee on file with the office of the City Clerk, City of Fort Lauderdale and certain Promissory Note, hereinafter called "Note(s)", and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

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

(See attached Exhibit "A" hereinafter referred to as the "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 for, or are to be erected or installed thereon and additions

thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner; and

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

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

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

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

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

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

3. This Mortgage and Note(s) were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Loan evidenced by the Note(s), for the purpose of the scope of work as contemplated in the SHIP Rental Rehabilitation Loan Agreement made and entered into between the Mortgagor and Mortgagee, hereinafter referred to as "Agreement", the same being incorporated herein verbatim and made a specific part of this Mortgage by reference, to or on the Mortgaged Property, and for such other purpose, if any, described or referred therein, which improvements are hereinafter collectively referred to as the "Improvements". The Mortgagor shall make or cause to be made all Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, in the sole opinion of the Mortgagee, or shall be discontinued at any time for any reason, other than strikes, lock-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized to: (a) enter

upon the Mortgaged Property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note(s), shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.

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

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

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

7. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the Mortgaged Property hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be affected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies thereof shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this

Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee within 10 business days at Housing & Community Development, 914 NW Sistrunk Blvd, Fort Lauderdale, Florida 33311. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the required deposits (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.

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

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

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

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

Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money thereof, as the Mortgagee may in its sole discretion deem necessary.

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

- (a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note(s), which have become due under the terms of the Agreement, this Mortgage, and the Note(s).
- (b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note(s) (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage.
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note(s) and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease, transfer, or disposition of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note(s) shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "Events of Default".

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

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

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

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

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

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

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

As to the City: Susan Grant
Acting City Manager
City of Fort Lauderdale

101 NE 3rd Ave., Suite 2100
Fort Lauderdale, Florida 33301

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

As to the Mortgagor: Dennis Wright, President
Fort Lauderdale Community Development
Corporation
1033 NW 6th Street# 204
Fort Lauderdale, Fl 33311

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

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

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

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

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

The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum allowable amount under the existing City of Fort Lauderdale SHIP Rental Rehabilitation Program, together with interest thereon, if any, and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note(s) referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money.

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

[Signature]
Witness #1 signature

Joe N. Toliver
[Witness #1 print or type name]

2011 NW 28th ST
Oakland Park, FL, 33311
[Witness #1 address]

[Signature]
Witness #2 signature

Tracy Lockhart Talley
[Witness #2 print or type name]

1200 S.W. 31st Ave.
Ft. Lauderdale, FL 33312
[Witness #2 address]

MORTGAGOR(s):

**FORT LAUDERDALE COMMUNITY
DEVELOPMENT CORPORATION, a
Florida not-for-profit corporation**

By: [Signature]
Dennis Wright, President

(CORPORATE SEAL)

ATTEST:

[Signature]
Signature
Edith Bynes, Vice President
Print Name and Title

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online, ☐, this 31st day of January 2025, by Dennis Wright, as President of Fort Lauderdale Community Development Corporation, a Florida non-profit corporation, who is ☒ personally known to me or ☐ have produced _____ as identification.

[Signature]
Signature of Notary Public, State of Florida



Carla Hankerson
Notary Public
State of Florida
Comm# HH129469
Expires 5/12/2025

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

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

By: [Signature]
Lynn Solomon, Assistant City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 10 less the East 20 feet thereof and all of Lot 11, Block 2 of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-20-0220

Address: 100 NW 14th Avenue

Lot 8, Block 17, DORSEY PARK 3RD ADDITION, according to the Plat thereof, recorded in Plat Book 24, Page 24, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-26-0410

Address: 520 NW 18th Avenue

Lots 3, 4, 5, and 6, in Block 2, of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

Folio No.: 504204200170

Address: 1215-1221 NW 1st Street

Lot 12, Block 2, Seminole Forest, according to the plat thereof, as recorded in Plat Book 14, Page 16, Public Records of Broward County, Florida.

Folio No.: 504204200240

Address: 1324 N.W. 2nd Street

The West 25 Feet of Lot 8 and the East of 30.35 Feet of Lot 9, Block 7, Seminole Forest, according to the plat thereof, as recorded in Plat Book 14, Page 16, Public Records of Broward County, Florida.

Folio No.: 504204200618

Address: 1429 NW 3rd ST.