

SUBORDINATION AGREEMENT

This Subordination Agreement ("**Agreement**") is by and between Construction Finance Corporation, a Delaware corporation ("**Lender**"), Lemon City Development LLC, a Florida Limited Liability corporation ("**Borrower**"), and Fort Lauderdale Community Redevelopment Agency, a special district created pursuant to Part III, Chapter 163, Florida Statutes, with an address at 914 Sistrunk Blvd (NW 6 Street), Suite 200, Fort Lauderdale, FL 33311 ("**Subordinating Creditor**"). Unless otherwise defined in this Agreement, all capitalized terms shall have the definitions contained in the Loan Agreement of even date between Borrower and Lender ("**Loan Agreement**").

WITNESSETH:

WHEREAS, At the request of Borrower, Lender has established a construction loan in the principal amount of **\$218,977** (the "**Loan**"), which is evidenced by, inter alia, a Promissory Note in the above-stated principal amount, from Borrower to Lender (the "**Note**") and the Loan Agreement on property described in Exhibit A also known as ("Premises");

WHEREAS, the Borrower shall use the loan funds solely for the construction of a single family home on the Premises;

WHEREAS, the Subordinating Creditor is connected with Borrower as a lien holder on the Premises;

WHEREAS, To the extent such loan or other financial accommodations exist now, Subordinating Creditor and Borrower are willing to provide a subordination to Lender in accordance with this Agreement.

NOW, THEREFORE, in consideration of Lender's making the Loan to Borrower, and in consideration of the Borrower constructing a single family home or townhome on the Premises, and as an inducement to Lender to make or to continue to make the Loan, the parties hereto, jointly and severally, agree as follows:

1. Except as expressly provided under the Loan Agreement, and provided Borrower is in compliance with all covenants in the Loan Agreement both before and after the loan payments, and is not in default under any of the Loan Documents during the time that any part of the Loan from Lender remains unpaid, Borrower shall not make any payments on any debts, claims, redemption rights, loan obligations or any other obligations of any type whatsoever to the Subordinating Creditor, other than fulfilling the development agreement between the Borrower and the Subordinating Creditor and not by prepayment or acceleration, whether existing at this time or hereafter without the prior written consent of Lender, which may be given, withheld or conditioned in Lender's reasonable discretion.

2. Should Borrower violate of Paragraph 1 hereof, the maturity of the Loan shall be accelerated and the entire principal sums shall become immediately due, together with interest and attorney's fees as provided in the Note, any provision in the Note or other agreement between the Lender and the Borrower to the contrary notwithstanding.

3. Except as expressly provided under the Loan Agreement, Subordinating Creditor shall not accept or receive from Borrower any payment made by Borrower in violation of Paragraph 1 hereof, nor will they make any transfers to third parties not a party to this Agreement or take any other action designed to secure indirectly from Borrower the payment of any sums in violation of Paragraph 1 hereof.

4. Any debts, claims, redemption rights, loan obligations or any other obligations of any type whatever held by Subordinating Creditor of Borrower shall be deemed subordinate to all claims of Lender against Borrower, and in the event of the liquidation of Borrower or distribution of its assets (except as provided in Section 1), any obligation of Borrower to Lender shall be satisfied and discharged before Subordinating Creditor receives any distributive share or payment on account of their respective obligations against Borrower, and in order to enable Lender to enforce its rights hereunder in any such action or proceeding, Lender is hereby irrevocably authorized and empowered in its discretion to make and present, for and on behalf of Subordinating Creditor, such proofs or claims against Borrower on account of the indebtedness hereby subordinated as Lender may deem expedient or proper, and to vote such proofs or claims in any such proceedings, and to receive and collect any and all dividends or other payments or disbursements made thereon in whatever form the same may be paid or issued, and to apply same on account of any indebtedness owing to Lender by Borrower; and Subordinating Creditor shall execute and deliver to Lender such assignment(s) or other instruments as may be required by Lender in order to enable Lender to enforce any and all such claims and to collect any and all dividends or other payments or disbursements which may be made at any time on account of all or any of the indebtedness hereby subordinated.

5. Except as expressly provided under the Loan Agreement, irrespective of the due date of any of the obligations referred to in the beginning of this Agreement, Subordinating Creditor hereby expressly waives any and all rights to payment by Borrower of said obligations prior to repayment in full of Borrower's obligations to Lender.

This Agreement shall be applicable to the aforesaid Loan by Lender to Borrower and to any and all renewals, extensions, enlargements and modifications thereof, provided any additional funds are used to construct a single-family home of the Property.

7. The subordination hereby effected may be terminated only by written notice actually received from Subordinating Creditor by Lender, but only as to new liabilities to Lender created after receipt by Lender of such notice.

8. This Agreement may be amended only by an instrument in writing and duly signed by the Parties.

9. All notices, requests and demands (collectively, "Notices") required or permitted under this Agreement shall be in writing and shall be given to or made upon the respective Parties by mail, hand-delivery or email as follows:

If to Lender:

Construction Finance Corporation

If to Borrower:

Lemon City Development
c/o Charles Gibson
3634 Grand Avenue
Miami, FL 33133

If to Subordinated Creditor:

Fort Lauderdale CRA
914 Sistrunk Blvd (NW 6 Street), Suite 200
Fort Lauderdale, FL 33311

Copies to

Fort Lauderdale CRA
c/o Lynn Solomon, Esq.,
914 Sistrunk Blvd.,
Suite 200
Fort Lauderdale, FL 33311

10. This Agreement may be signed in one or more counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

11. If any provisions of this Agreement shall be held illegal or unenforceable, such illegality or unenforceability shall relate to such provisions only and shall not affect the remainder of this Agreement.

12. The Subordinating Creditor consent to subordination is only in effect to the Premises and shall not be deemed a subordination of lien or right of payment as to the other properties described in the Subordinating Creditor Mortgage. Prior to execution and recording of this Subordination Agreement, Borrower shall provide a fully executed copy of the Loan Agreement between Borrower and Lender and a copy of the Lender's Note and Mortgage. Such Lender's mortgage shall not contain a future advance provision. However, Subordinating Lender shall subordinate to the Lender's Loan amount plus protective advances by the Lender to pay taxes and insurance. Borrower and Lender covenants and agrees that the proceeds of the Lender's Loan shall be used solely to construct a single

family home on the Premises in compliance with the Development Agreement between Borrower and Subordinating Creditor and for no other purpose. Further, the amount of the loan shall not exceed \$218,977 plus protective advances for taxes and insurance or for maintenance. Nothing herein shall be deemed as consent by the Subordinating Creditor to subordinate its interest as to future or new debt from the Lender to the Borrower or to subordinate to obligations between Borrower and Lender unrelated to the Premises. All parties acknowledge and agree that the intent is to construct a single family home and convey the property to an Eligible Homebuyer at the Approved Purchase Price as contemplated in the Development Agreement between Subordinating Creditor and Borrower and Subordinating Creditor is relying on this covenant in entering into this subordination agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below its signature.

BORROWER:

LEMON CITY DEVELOPMENT, LLC

By: _____

Date: _____

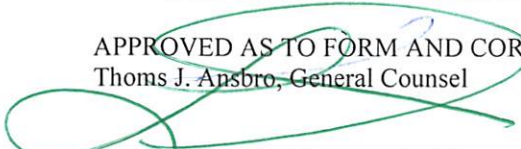
SUBORDINATING CREDITOR:

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

By:  _____
Susan Grant, Acting Executive Director

Date: 6/5/2024

APPROVED AS TO FORM AND CORRECTNESS:
Thoms J. Ansbro, General Counsel

 _____
Lynn Solomon, Assistant General Counsel

LENDER:

CONSTRUCTION FINANCE CORPORATION

By: _____

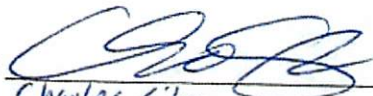
Date: _____

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below its signature.

BORROWER:

LEMON CITY DEVELOPMENT, LLC

By: 
Charles Gibson

Date: 6/3/24

SUBORDINATING CREDITOR:

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

By: _____
Susan Grant, Acting Executive Director

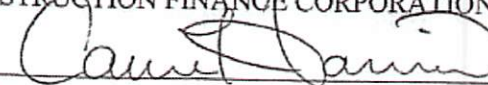
Date: _____

APPROVED AS TO FORM AND CORRECTNESS:
Thoms J. Ansbro, General Counsel

Lynn Solomon, Assistant General Counsel

LENDER:

CONSTRUCTION FINANCE CORPORATION

By: 

Date: 5/30/24

Exhibit "A"
Premises

904 NW 13 Avenue Fort Lauderdale, FL 33311

Legally Described as

**Lots 17 and 18, Block 6, of AMENDED PLAT LINCOLN PARK, FOURTH
ADDITION according to the Plat thereof, as recorded in Plat Book 7, Page 35, of
the Public Records of Broward County, Florida.**

Property ID: 504204150301

ROLL CALL

Present 5 - Commissioner Robert L. McKinzie, Commissioner Ben Sorensen, Vice Chair Heather Moraitis, Commissioner Steven Glassman, and Chair Dean J. Trantalis

MOTIONS

M-1 21-0557 Motion Approving Minutes for May 18, 2021 Community Redevelopment Agency Board Meeting - (Commission Districts 2 and 3)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Vice Chair Moraitis, Commissioner Glassman and Chair Trantalis

PUBLIC HEARINGS

PH-1 21-0531 Public Hearing Approving Donation of Land and the Award of the Scattered Site Infill Housing Development Project (RFP Bid # 12385-105) to WWA Development LLC, Fort Lauderdale Community Development Corporation, Ges Mac Development Inc, Lemon City Development LLC, and Oasis of Hope Community Development Corporation Inc and Authorizing the Executive Director to Execute the Development Agreements and All Related Documents or Instruments and to Take Certain Actions - (Commission Districts 2 and 3)

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Vice Chair Moraitis, Commissioner Glassman and Chair Trantalis

ADJOURNMENT



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

#21-0531

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

FROM: Chris Lagerbloom, ICMA-CM, Executive Director

DATE: June 15, 2021

TITLE: Public Hearing Approving Donation of Land and the Award of the Scattered Site Infill Housing Development Project (RFP Bid # 12385-105) to WWA Development LLC, Fort Lauderdale Community Development Corporation, Ges Mac Development Inc, Lemon City Development LLC, and Oasis of Hope Community Development Corporation Inc and Authorizing the Executive Director to Execute the Development Agreements and All Related Documents or Instruments to Take Certain Actions and Providing for an Effective Date - **(Commission Districts 2 and 3)**

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners hold a public hearing and pass a Resolution to approve a donation of land and the award of the Scattered Site Infill Housing Development Project (RFP Bid # 12385-105) to WWA Development LLC, Fort Lauderdale Community Development Corporation, Ges Mac Development Inc, Lemon City Development LLC, and Oasis of Hope Community Development Corporation Inc., and authorize the Executive Director to execute the Development Agreements and all related documents or instruments, to take certain actions and provide for an effective date.

Background

On August 27, 2020, the CRA published a Notice of Intent to accept proposals for development and disposal of 43 CRA-owned properties, previously purchased from the City of Fort Lauderdale (City), located throughout the CRA boundaries for the construction of single-family homes (Invitation for Proposals RFP 12385-105 - Scattered Site Infill Housing). On November 16, 2020, the City of Fort Lauderdale, on behalf of the Fort Lauderdale Community Redevelopment Agency, received proposals for the RFP. A copy of RFP 12385-105 is attached as Exhibit 1. The purpose of the RFP was to seek proposals from qualified and experienced proposers or real estate developers interested in designing, constructing, marketing, financing, and selling single family residences on parcels donated by the CRA to persons who will occupy the residences as their primary residence, pursuant to the Community Redevelopment Plan in accordance with the terms, conditions, and specification contained in the RFP.

The RFP stated that because the land would be available at no cost, this savings is to be passed on to the homebuyer by the Developer by adjusting the sales price of the residences to reflect zero land cost. The RFP also stated that up to five (5) developers would be selected for this project and would receive an initial award of up to five housing sites each with an opportunity to be awarded additional sites based on their performance in constructing and selling homes on the initial awarded properties. These infill housing procedures were approved by the CRA Board in 2019 and provided to the CRA Advisory Board as an informational item on June 9, 2020.

The RFP requested certain standard design features. These included:

- At least two bedrooms and two baths with a minimum 1,500 square feet under air. The CRA preference, however, is for homes having three to four bedrooms and more than two baths.
- Covered patio and porch
- One car garage or better
- High efficient central A/C system
- Wood cabinets
- Double stainless-steel sink
- Ceramic tile or better in entryway, kitchen, and baths
- Full appliance package, including energy efficient stainless-steel side by side refrigerator, range with hood, dishwasher, microwave, garbage disposal, washer and dryer
- Carpet in bedrooms
- Walk in closet in master bedroom
- Wiring for alarm system, cable, internet, phone, and smoke detectors
- Mini blinds or better
- Energy efficient plumbing fixtures
- R-30 insulation or better
- Interior knockdown finish with satin paint
- Automated in-ground sprinkler system
- High energy efficient impact windows and doors
- Better than minimum landscaping using native and drought tolerant plants.
- Solid concrete driveway or better
- Extended roof warranty
- Builder's warranty

Submittal requirements were detailed in the RFP including an executive summary, company information and experience, financial information, detailed development cost, project plans, homebuyer information, minority/female participation, and other submittal requirements.

Scoring of the proposals was based on the Evaluation Criteria below, as stated in the RFP, and an RFP Evaluation Committee met on March 18, 2021 to review and score

the proposals. The members of the evaluation committee are listed on Exhibit 12. A mathematical formula was used to determine the scoring for each proposal based on the weighted criteria in the RFP. Some proposals were not complete and were missing information and this was also taken into consideration by the evaluation committee members in their scoring.

Weighed Criteria

Is in the Best Interest and Furtherance of the CRA Redevelopment Plan, and Most Responsive to the Requirements of the RFP.	20%
Design, Construction and Features.	25%
Development Experience, Financial Capacity and Ability Best Suited to Carry Out the Proposal	35%
Home Sales Price/Affordability	20%
<hr/>	
TOTAL PERCENT AVAILABLE:	100%

Each evaluation committee member ranked each proposal by each criterion, giving their first ranked proposal a number 1, the second ranked proposal a number 2, and so on for each criteria. The City Procurement Services Department then tabulated the scores to determine the total combined points, the average points awarded each proposer, and the final ranking. A total of 17 proposals were received. The Evaluation Committee decided to shortlist the top ten proposals. Copies of the top ten proposals are attached as Exhibits 2 through 11. The lowest point score determines the ranking with the top ranked proposer receiving the lowest score, the second top ranked proposer receiving the second lowest score, and so on. This initial ranking was provided to this Advisory Board along with staff recommendation for their review. A complete breakdown of the scoring by the Evaluation Committee is attached as Exhibit 13.

Based on the Evaluation Committee's initial scoring, the ranking of proposers was as follows:

RFP EVALUATION COMMITTEE REVIEW		
RANKING	PROPOSER	TOTAL POINTS
1	D'Angelo Development, Inc. (WWA Development LLC)	5.70
2	Adams Consulting Group, Inc. (Fort Lauderdale CDC)	7.80
3	Gestido Construction, LLC/ Ges Mac Development, Inc.	10.85
4	Lemon City Development, LLC.	11.85
5	Oasis of Hope Community Development Corporation, Inc.	15.10
6	Broward County Minority Builders Coalition, Inc.	21.50
7	United States Association of CDC, Inc.	24.50

8	Neighborhood Housing Services of South Florida. Inc.	24.70
9	East to West Development Corporation	24.90
10	T. Knowles & Associates, LLC.	26.25
11	RJS Construction, LLC	27.05
12	Assured Builders, Inc.	35.80
13	Poinciana Development Group, Inc.	38.00
14	Howard Pro, LLC	43.00
15	Palmetto Homes Of Miami, Inc.	44.00
16	KB Financial Group, LLC	49.00
17	Elite Equity Development, Inc.	49.00

The CRA Advisory Board at their meeting of April 13, 2021 unanimously accepted the ranking of the RFP Evaluation Committee and staff recommendation to negotiate development agreements with the following five top ranked proposers: WWA Development LLC, Fort Lauderdale Community Development Corporation, Gestido Construction LLC/Ges Mac Development Inc, Lemon City Development LLC, and Oasis of Hope Community Development Corporation Inc. The minutes of the April 13, 2021 CRA Advisory Board Meeting are attached as Exhibit 14.

Development summaries including Developer's proposed sales price are as follows:

- WWA Development LLC – Detached single family homes, 5 model options with 3 or 4 bedrooms - 2 or 2 ½ baths and 1 or 2 car garage – 1,543 SF to 1,949 SF under air.
Pricing: \$259,864 - \$296,355
- Fort Lauderdale Community Development Corporation – Detached and attached single family homes, 5 model options with 3 or 4 bedrooms – 2 or 2 ½ baths and 1 or 2 car garage – Approx. 1,500 SF to 2,200 SF under air. Pricing: \$260,650 to \$315,000
- Gestido Construction, LLC/Ges Mac Development, Inc. – Detached single family homes, 4 model options with 3 or 4 bedrooms – 2 baths and 1 or 2 car garage – 1,533 SF to 1,919 SF under air.
Pricing: \$304,990 to \$369,990
- Lemon City Development, LLC – Detached single family homes, 3 model options with 3 or 4 bedrooms - 2 or 3 baths and 1 car garage – Approx. 1,520 SF to \$1,630 SF under air.
Pricing: \$260,000 to \$290,000
- Oasis of Hope Community Development Corporation, Inc. – Detached single family homes, 4 model options with 3 bedrooms - 2 or 2 ½ baths and 1 or 2 car garage – 1,500 SF to 2,100 SF under air.
Pricing: \$259,000 to \$295,000

Increases in the original proposed Purchase Price can be administratively approved by the CRA Executive Director of up to 10% based on documented increases in labor or material cost of construction. The CRA will not transfer CRA property until a close on the project financing. The project must be completed within 2 years of approval by the CRA Board. Developers cannot request additional CRA properties for development until initial properties conveyed to the Developer receive a Certificate of Occupancy and are conveyed to homebuyers. The conveyance of any additional property to the Developer is not an entitlement and requires approval of the CRA Board under a separate agreement. There are an additional sixteen properties that would be eligible for conveyance, and the maximum number of properties that can be awarded to any developer with an additional property conveyance is a total of ten.

Homebuyers are not income restricted and there is no CRA purchase assistance available to homebuyers, however qualified lower income home buyers may seek purchase assistance through the City's purchase assistance program administered by the Housing and Community Development Division and other resources that may be available. All homebuyers are required to reside on the property for a minimum of seven years from the date of occupancy. No leases, license or sale of the property is permitted during the term. If the homebuyer does not reside on the property for the minimum term, then the City, or its successors, shall have the right to recapture the full value of the land as determined by an MAI appraisal at the time of default. The cost of the appraisal is paid for by the homeowner and the homeowner will be required to sign a note and mortgage to memorialize this understanding.

Consistency with the NPF CRA Community Redevelopment Plan

A major component of the redevelopment strategy for the NPF CRA is the revitalization of the residential neighborhoods. The Redevelopment Program seeks to preserve and expand affordable housing in the entire redevelopment area. The supply of affordable housing within the NPF CRA will continue to be increased through targeted infill development projects. The infill housing programs have already fostered the redevelopment in the Dorsey area through the construction of single-family homes, and this infill program will continue throughout the entire NPF CRA.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item is a *2021 Commission Priority*, advancing the Smart Growth initiative.

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

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

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

Attachments

- Exhibit 1 – RFP #12385-105 – Scattered Site Infill Housing
- Exhibit 2 – Proposal – WWA Development, LLC
- Exhibit 3 – Proposal - Fort Lauderdale Community Development Corporation
- Exhibit 4 – Proposal - Gestido Construction, LLC/Ges Mac Development Inc
- Exhibit 5 – Proposal - Lemon City Development, LLC.
- Exhibit 6 – Proposal - Oasis of Hope Community Development Corporation, Inc.
- Exhibit 7 – Proposal - Broward County Minority Builders Coalition, Inc.
- Exhibit 8 – Proposal - United States Association of CDC, Inc.
- Exhibit 9 – Proposal - Neighborhood Housing Services of South Florida. Inc.
- Exhibit 10 – Proposal - East to West Development Corporation
- Exhibit 11 – Proposal - T. Knowles & Associates, LLC.
- Exhibit 12 – RFP #12385-105 Evaluation Committee
- Exhibit 13 – RFP #12385-105 Evaluation Committee Scoring
- Exhibit 14 – April 13, 2021 CRA Advisory Board Approved Minutes
- Exhibit 15 – Development Agreement - WWA Development, LLC
- Exhibit 16 – Development Agreement - Fort Lauderdale Community Development Corporation
- Exhibit 17 – Development Agreement - Ges Mac Development, Inc
- Exhibit 18 – Development Agreement - Lemon City Development, LLC
- Exhibit 19 – Development Agreement - Oasis of Hope Community Development Corporation, Inc
- Exhibit 20 – Resolution

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

Department Director: Chris Lagerbloom, ICMA-CM, Executive Director

RESOLUTION NO. 21-05 (CRA)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE DONATION OF VACANT LOTS TO WWA DEVELOPMENT, L.L.C., FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, GESMAC DEVELOPMENT INC., LEMON CITY DEVELOPMENT LLC, AND OASIS OF HOPE COMMUNITY DEVELOPMENT CORPORATION, INC.; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE THE DEVELOPMENT AGREEMENTS, COMMERCIAL CONTRACTS, ADDENDA, CONVEYANCE INSTRUMENTS AND OTHER DOCUMENTS; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, on August 27, 2020, the Fort Lauderdale Community Redevelopment Agency, published a Notice of Intent, Solicitation No. 12385-105, (the "RFP") to accept proposals for disposal and development of forty-three (43) vacant lots located throughout the Redevelopment Area for the construction of single-family homes or townhomes, the legal descriptions of which are attached hereto as Exhibit "1"; and

WHEREAS, on November 16, 2020, the City of Fort Lauderdale, on behalf of the CRA, received approximately seventeen (17) proposals for the development of single-family homes or townhomes; and

WHEREAS, on March 18, 2021, the RFP Evaluation Committee reviewed, scored and ranked the proposals; and

WHEREAS, on April 13, 2021, the CRA Advisory Board unanimously accepted the rankings of the RFP Evaluation Committee and recommended an award of five (5) of the nine (9) groupings to the five (5) top ranked proposers: WWA Development, L.L.C., Fort Lauderdale Community Development Corporation, GesMac Development Inc., Lemon City Development LLC, and Oasis of Hope Community Development Corporation, Inc.; and

WHEREAS, the CRA Board of Commissioners finds that the awardees have demonstrated that they have the financial capacity, legal ability, development experience and qualifications to develop this Project; and

WHEREAS, the construction of new housing stock will expand the supply of and provide quality housing within the Redevelopment Area;

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

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

SECTION 2. The governing body of the Fort Lauderdale Community Redevelopment Agency hereby approves an award and donation of five (5) of the nine (9) lot groupings, as legally described in Exhibit "1" attached hereto, to WWA Development, L.L.C., Fort Lauderdale Community Development Corporation, GesMac Development Inc., Lemon City Development LLC, and Oasis of Hope Community Development Corporation, Inc. and authorizes execution of the Development Agreement(s), Commercial Contracts and Addenda, in substantially the form attached hereto as Exhibit "2", and any and all other documents or instruments necessary or incidental to consummation of the transaction without further action or approval of this body. If any one or more of the awardees fails to execute the Development Agreement and other documents within a reasonable period of time as determined by the Executive Director, in his sole discretion, the Executive Director is delegated authority to award the assigned grouping of lots to the next highest rank proposer, in order of ranking, and enter into negotiations with said proposer without further action or approval of this body.

SECTION 3. That the governing body of the CRA delegates authority to the Executive Director and/or his designee to execute the Development Agreement(s), Commercial Contracts, Addenda, Conveyance Instruments and all other documents or instruments necessary or incidental to consummation of the transaction(s), including without limitation, partial releases, estoppel certificates and subordination agreements, without further action or approval of his body. The

21-05 (CRA)

Executive Director or his designee is delegated authority to negotiate additional terms and conditions, modify the terms, take further actions, and make such further determinations he deems advisable in furtherance of the goals and objectives of the Redevelopment Plan. Notwithstanding, the Executive Director shall not have the authority to waive the requirement to build single family homes or townhomes or to change the target population.

SECTION 4. Pursuant to Section 163.380(3)(a), Florida Statutes, an Invitation for Proposals to develop Fort Lauderdale Community Redevelopment Agency vacant lots (collectively, the "Property") in the Northwest-Progresso-Flagler Heights Community Redevelopment Area was published in the Sun-Sentinel and in the West Side Gazette. The CRA Board of Commissioners hereby ratifies and approves issuance and publication of the Invitation for Proposals to develop the Property.

SECTION 5. That execution of the Development Agreement(s), Commercial Contracts, Addenda and other instruments shall be subject to the approval and consent of the CRA's General Counsel.

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

ADOPTED this 15th day of June, 2021.


Chair
DEAN J. TRANTALIS

ATTEST:



CRA Secretary
JEFFREY A. MODARELLI

EXHIBIT 1

EXHIBIT 1
Fort Lauderdale Community Redevelopment Agency Scattered Infill Lots

Parcel Grouping "B" Assigned to GesMac Development Inc.

CRA Parcel #53 (Nonconforming Lot)

Address: NW 16 Terrace

Legal Description: Lot 23, Block 5, of AMENDED PLAT LINCOLN PARK, FIFTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 3, of the Public Records of Broward County, Florida

Property ID: 5042-04-16-0350

Zoning: RD-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$20,000.00

Address: NW 16 Terrace

Legal Description: Lot 24, Block 5, of AMENDED PLAT LINCOLN PARK, FIFTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 3, of the Public Records of Broward County, Florida

Property ID: 5042-04-16-0360

Zoning: RD-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$20,000.00

CRA Parcel #52 (Nonconforming Lot)

Address: NW 16 Terrace

Legal Description: Lots 17 and 18, Block 5, of AMENDED PLAT LINCOLN PARK, FIFTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 3, of the Public Records of Broward County, Florida

Property ID: 5042-04-16-0320

Zoning: RD-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$40,000.00

CRA Parcel #49 (Nonconforming Lot)

Address: 816 NW 16 Place

Legal Description: Lots 5 and 6, Block 3, of AMENDED PLAT LINCOLN PARK, SIXTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-17-0440

Zoning: RD-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$49,000.00

CRA Parcel #6

Address: NW 8 Street

Legal Description: Lots 45 - 48, Block 2, of AMENDED PLAT LINCOLN PARK, SIXTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-17-0410

Zoning: RD-15

Dimensions: 100 x 100

Square Footage: 10,000

Valuation: \$80,000.00

CRA Parcel #5 (Nonconforming Lot)

Address: NW 7 Court

Legal Description: Lots 1 and 2, Block 18, of FIRST ADDITION, LINCOLN PARK, according to the plat thereof as recorded in Plat Book 5, page 1, of the Public Records of Broward County, Florida

Property ID: 5042-04-12-0680

Zoning: RS-8

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$32,500.00

Parcel Grouping "C" Assigned to Lemon City Development LLC

CRA Parcel #23

Address: 828 NW 15 Avenue

Legal Description: Lots 15, 16 and 17, Block 23, of LINCOLN PARK, THIRD ADDITION, according to the plat thereof as recorded in Plat Book 7, page 4, of the Public Records of Broward County, Florida**

Property ID: Part of 5042-04-14-0290

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$60,000.00

Address: 832 NW 15 Avenue

Legal Description: Lot 18, Block 23, of LINCOLN PARK, THIRD ADDITION, according to the plat thereof as recorded in Plat Book 7, page 4, of the Public Records of Broward County, Florida

Property ID: 5042-04-14-0300 & Part of 5042-04-14-0290

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$20,000.00

CRA Parcel #46

Address: NW 15 Avenue

Legal Description: Lot 17, Block 3, of CARVER PARK, according to the plat thereof as recorded in Plat Book 19, page 21, of the Public Records of Broward County, Florida

Property ID: 5042-04-28-0480

Zoning: RC-15

Dimensions: 50 x 112.50

Square Footage: 5,625

Valuation: \$45,000.00

CRA Parcel #43

Address: 848 NW 15 Terrace

Legal Description: Lots 1 and 2, Block 3, of DORSEY PARK, according to the plat thereof as recorded in Plat Book 19, page 5, of the Public Records of Broward County, Florida

Property ID: 5042-04-23-0270

Zoning: RC-15

Dimensions: 90 x 112.50

Square Footage: 10,125

Valuation: \$81,000.00

CRA Parcel #51

Address: 904 NW 13 Terrace

Legal Description: Lots 17 and 18, Block 6, of AMENDED PLAT LINCOLN PARK, FOURTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 35, of the Public Records of Broward County, Florida

Property ID: 5042-04-15-0301

Zoning: RMM-25

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$32,500.00

Parcel Grouping "D" Assigned to Oasis of Hope Community Development Corporation, Inc..

CRA Parcel #37 (Nonconforming Lot)

Address: 606 NW 15 Terrace

Legal Description: Lot 11, Block 3, of DORSEY PARK, according to the plat thereof as recorded in Plat Book 19, page 5, of the Public Records of Broward County, Florida

Property ID: 5042-04-23-0350

Zoning: RC-15

Dimensions: 40 x 112.5

Square Footage: 4,500

Valuation: \$36,000.00

CRA Parcel #38

Address: 624 NW 15 Avenue

Legal Description: Lot 17, Block 4, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-11-0910

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$20,000.00

Address: NW 15 Avenue

Legal Description: Lot 18, Block 4, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-11-0920

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$20,000.00

CRA Parcel #40

Address: NW 14 Way

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

Property ID: 5042-04-11-0660

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$40,000.00

CRA Parcel #41

Address: NW 14 Avenue

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

Property ID: 5042-04-11-0430

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$40,000.00

GRA Parcel #39

Address: 633 NW 14 Avenue

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

Property ID: 5042-04-11-0460

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Valuation: \$40,000.00



DOCUMENT ROUTING FORM

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

TODAY'S DATE: 6-4-24DOCUMENT TITLE: Subordination Agreement- Lemon City- (CRA) Address: 904 NW 13th AvenueCOMM. MTG. DATE: 6-15-2021 CAM #: 21-0531 ITEM #: PH-1 CAM attached:☐ YES ☒ NORouting Origin: CAO Router Name/Ext: Erica K. xt. 6088 Action Summary attached:☐ YES ☒ NOCIP FUNDED: ☐ YES ☐ NO

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

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☒ NO # of originals attached: 1Is attached Granicus document Final? ☐ YES ☐ NOApproved as to Form: ☒ YES ☐ NODate to CCO: 6-4-24 Attorney's Name: Lynn SolomonInitials: [Signature]3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 06/04/244) City Manager's Office: CMO LOG #: Jun 4 Document received from: _____Assigned to: SUSAN GRANT ☐ ANTHONY FAJARDO ☐ LAURA REECE ☐SUSAN GRANT, CRA Executive Director ☐

PER ACM: A. FAJARDO _____ (Initial)

S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCODate: 6/5/2024

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

Forward 4 originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards _____ originals to: Erica K. xt. 6088 (CAO)Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO