



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

36

Today's Date: 2-18-25

DOCUMENT TITLE: WEST SISTRUNK PLAZE, LLC- Streetscape Enhancement Program

COMM. MTG. DATE: 10/01/24 CAM #: 24-0818 ITEM #: R-2 CAM attached: ☒ YES ☐ NO

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

CIP FUNDED: ☐ YES ☐ NO

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

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

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☐ NO # of originals attached 3

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

Date to CCO: 2-18-25 Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 02/18/25

4) City Manager's Office: CMO LOG #: FEB 54 Document received from: CCO 2/19/25

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

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

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

☐ PENDING APPROVAL (See comments below)

Comments/Questions:    

Forward     originals to ☐ Mayor ☒ CCO Date: 2/19/25

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

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

Attach     certified Reso #     ☐ YES ☐ NO

Original Route form to Erica K./6088

## ROLL CALL

**Present** 5 - Commissioner Pam Beasley-Pittman, Commissioner Warren Sturman, Commissioner John C. Herbst, Vice Chair Steven Glassman, and Chair Dean J. Trantalis

## MOTIONS

**M-1**     24-0866     Motion Approving Minutes for September 3, 2024, Community Redevelopment Agency Board Meeting - (Commission Districts 2 and 3)

**APPROVED**

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

## RESOLUTIONS

**R-1**     24-0645     Resolution Providing a \$1,500,000 Increase in Development Incentive Program Forgivable Loan Funding to Wright Dynasty, LLC for the Wright Dynasty Project Located At 1217-1223 Sistrunk Boulevard, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - (Commission District 3)

**ADOPTED**

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

**R-2**     24-0818     Resolution Waiving the Maximum Funding Amount and Approving a \$750,000 Property and Business Improvement Program Forgivable Loan and a \$50,000 Streetscape Enhancement Program Forgivable Loan to West Sistrunk Plaze, LLC for Ponderosa Plaza, Located at 2201 Sistrunk Boulevard, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - (Commission District 3)

**ADOPTED**

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

## PUBLIC HEARINGS



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

**#24-0818**

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

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

**DATE:** October 1, 2024

**TITLE:** Resolution Waiving the Maximum Funding Amount and Approving a \$750,000 Property and Business Improvement Program Forgivable Loan and a \$50,000 Streetscape Enhancement Program Forgivable Loan to West Sistrunk Plaze, LLC for Ponderosa Plaza, Located at 2201 Sistrunk Boulevard, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - **(Commission District 3)**

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**Recommendation**

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve a Resolution for a \$750,000 Property and Business Improvement Forgivable Loan and a \$50,000 Streetscape Enhancement Program Forgivable Loan to West Sistrunk Plaze, LLC for Ponderosa Plaza, located at 2201 Sistrunk Boulevard, authorize the Executive Director to execute any and all related instruments, and delegate authority to the Executive Director to take certain actions.

**Background**

The Northwest-Progresso-Flagler Heights (NPF) Community Redevelopment Agency has received an application from West Sistrunk Plaze, LLC for a Property and Business Improvement Program forgivable loan in the amount of \$750,000 and a Streetscape Enhancement Program forgivable loan in the amount of \$50,000 for Ponderosa Plaza located at 2201 Sistrunk Boulevard. A location map and Broward County Property Appraiser information are attached as Exhibit 1, project plans and illustrations are attached as Exhibit 2, and the developer's application for funding is attached as Exhibit 3.

The project consists of a new contemporary 4-unit, 2,080 square foot building on a 9,295 square foot site located at 2201 Sistrunk Blvd, at the northwest corner of Sistrunk Boulevard and NW 22 Avenue. The building has an attractive design with bright and welcoming spaces and a profile that gives the appearance of a two-story building. Each bay will be move-in ready for most small office and/or retail tenants and will include concrete floor, drywall with receptacles, lighting, air conditioning, and a restroom. Rental rates are projected at approximately \$25/SF (total rent).

The total project investment is \$1,129,000, including \$726,420 in hard construction cost, \$123,580 in soft cost including architectural design, engineering, permitting, and impact fees, and \$279,000 in land. A breakdown of project cost is attached as Exhibit 4.

CRA funding will take the form of a forgivable loan secured by a mortgage on the property. The developer, West Sistrunk Plaze, LLC, is solely owned by it's Manager Alvin Lewis, who is a long-time resident and stakeholder in the NW area. Mr. Lewis owns the property, which is without debt and is appraised for \$279,000, based on a fee appraisal by The Urban Group, dated October 17, 2023. He has a commitment for a construction loan to cover his portion of the construction cost. He also has cash reserves averaging \$50,000 and has advanced some of his own funds for predevelopment cost for architectural plans and development review. With the project located in a CRA Focus Area, the CRA can cover up to 90% of the project cost when using a CRA Approved General Contractor. The Property and Business Improvement Program also allows the CRA to increase the maximum funding limits under the program on a case-by-case basis. This provision was made part of the program in 2018 to give an added incentive to longtime residents and owners in the NW community, such as Mr. Lewis, to develop their properties and participate in the redevelopment process. A copy of the Operating Proforma for the project is attached as Exhibit 5. Mr. Lewis has received interest from potential tenants for the space which is affordable because of its size and proposed rental rate for new commercial space, which is not available in this area of Sistrunk.

A copy of the Florida Division of Corporations SUNBIZ information for West Sistrunk Plaze, LLC is attached as Exhibit 6. Information on Mr. Alvin Lewis and his development team, which includes Bertram Lewars, Architect, Lewars Design, LLC, and Segoma Construction, a CRA Approved General Contractor, is attached as Exhibit 7.

The project is estimated to create 4-6 jobs attributed to those small businesses that lease at the new plaza. The project plans have been submitted to City of Fort Lauderdale Development Review (Case No. UDP-RS24002). It is estimated that it will take approximately 3 to 4 months to complete permitting, and that construction will start in the first quarter of 2025.

At their meeting on August 13, 2024, the NPF CRA Redevelopment Advisory Board unanimously recommended approval of this item. A copy of the minutes of the meeting is attached as Exhibit 8. The Property and Business Improvement Program Agreement and the Streetscape Enhancement Program Agreement are attached as Exhibits 9 and 10. A copy of the Resolution is attached as Exhibit 11.

#### Consistency with NPF CRA Community Redevelopment Plan

The NPF CRA Community Redevelopment Plan is designed in part to stimulate private development of areas planned for commercial development. The project is consistent with the NPF CRA Plan, which provides for direct physical improvements to enhance the overall environment, improve the quality of life, and attract sound business and commercial development that provides employment and job opportunities. Per the CRA



plan, the CRA will establish incentive programs to address redevelopment obstacles and strategic objectives, goals and measurements that include targeting and attracting businesses, retail uses, and industries to establish a presence in the redevelopment area. In addition, it calls for investing in development projects that create job opportunities for area residents, promote public private partnerships and investment in the redevelopment area. The Sistrunk Corridor Area Improvement Programs state that commercial nodes will help revitalize Sistrunk as a mixed-use corridor, providing business opportunities and essential neighborhood services to the surrounding neighborhood, with an emphasis on attracting entrepreneurs from the surrounding neighborhood. The intent of the Property and Business Improvement Program is to encourage property owners and small business owners to consider new construction or undertake substantial rehabilitation of their property. This program will help property owners in the area recruit tenants to the area by enabling lease agreements that are financially feasible by providing an aggressive public investment program that will help make entrepreneurial opportunities financially feasible.

### **Resource Impact**

There will be a fiscal impact to the CRA in the amount of \$800,000. Funds for these agreements are available in the accounts listed below.

<b>Funds available as of October 1, 2024</b>					
<b>ACCOUNT NUMBER</b>	<b>COST CENTER NAME (Program)</b>	<b>CHARACTER/ ACCOUNT NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE (Character)</b>	<b>AMOUNT</b>
20-119-1531-552-40-4203-CRA092502	Property & Business Improvement Program FY25	Other Operating Expense/Redevelopment Projects	\$1,000,000	\$1,000,000	\$750,000
20-119-1531-552-40-4203-CRA092503	Streetscape Improvement Program FY25	Other Operating Expense/Redevelopment Projects	\$750,000	\$750,000	\$50,000
<b>TOTAL AMOUNT ►</b>					<b>\$800,000</b>

### **Strategic Connections**

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

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

- The Business Growth and Support Focus Area, Goal 6: Build a diverse and attractive economy

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 Business Development Focus Area
- The Economic Development Element

- Goal 2: Enhance the economic competitiveness of Fort Lauderdale through policies that encourage retention and recruitment of business and industry which provide living-wage employment and increased training and competitiveness of the local workforce.
- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: Sustainable Development: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.

### **Attachments**

Exhibit 1 – Location Map and Broward County Property Appraiser Information  
 Exhibit 2 – Project Plans and Illustrations  
 Exhibit 3 – Application for Funding  
 Exhibit 4 – Project Cost  
 Exhibit 5 – Operating Proforma  
 Exhibit 6 – Florida Division of Corporations Information for West Sistrunk Plaze, LLC  
 Exhibit 7 – Project Development Team  
 Exhibit 8 – August 13, 2024 NPF CRA Advisory Board Approved Minutes  
 Exhibit 9 – Property and Business Improvement Program Agreement  
 Exhibit 10 – Streetscape Enhancement Program Agreement  
 Exhibit 11 – Resolution

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

Acting CRA Executive Director: Susan Grant

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY  
DEVELOPMENT AGREEMENT FOR  
STREETSCAPE ENHANCEMENT PROGRAM  
(Inside Focus Area)**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of February, 2025 by and between:

**FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY**, a Community  
Redevelopment Agency created pursuant to Chapter  
163, Part III, Florida Statutes, hereinafter referred to as  
"Agency",

and

**WEST SISTRUNK PLAZE, LLC**, a Florida Limited  
Liability Company, hereinafter referred to as "Developer",

This Development Agreement for Streetscape Enhancement Program (the "Agreement") is entered into by and between the Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and West Sistrunk Plaze, LLC, a Florida Limited Liability Company (the "Developer").

**WHEREAS**, pursuant to Motion on October 15, 2013, the Agency authorized the creation of the Streetscape Enhancement Program ("Program"); and

**WHEREAS**, the Program was amended by the Agency on June 7, 2016, providing up to \$500,000 for eligible Project Improvement Cost; and

**WHEREAS**, the Program was amended by the Agency on April 17, 2018, providing for funding of 90% of project cost in the CRA Focus Area, not to exceed \$500,000, and

**WHEREAS**, the Developer submitted an application for Program Funding in the amount of \$50,000 for the Project Site identified on Exhibit A; and

**WHEREAS**, as a condition to receive the funding, the current owners, Alvin Lewis and Levittrick Lewis, shall execute a second mortgage to encumber the Property to secure the obligations under this Agreement and to secure the Note as described herein; and

**WHEREAS**, the Developer proposes to construct a commercial building on the Project Site to lease to businesses that provide indoor office and retail uses; and

**WHEREAS**, to encourage the development within the Area, the Agency will contribute funds to be applied to completion of the Project; and

**WHEREAS**, the Agency and the Developer are desirous of entering into this Agreement to effectuate the development of the Project; and

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

## **ARTICLE 1**

### **Recitals**

1.1 The foregoing recitals are true and correct are hereby incorporated herein.

## **ARTICLE 2**

### **Definitions**

2.1 For the purposes of this Agreement the following initially capitalized terms when used in this Agreement (except as herein and otherwise expressly provided or required by the context) shall have the following meanings:

2.2 Advisory Board. The Northwest Progresso Flagler Heights Redevelopment Advisory Board.

2.3 Act. Part III, Chapter 163, Florida Statutes, and any amendments or revisions thereto.

2.4 Agency. The Fort Lauderdale Community Redevelopment Agency, and its successors or assigns.

2.5 Agency Funds or Funding. The lesser of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** or 90% of the Project Improvement Cost.

2.6 Agreement. This Agreement and any exhibits or amendments thereto.

2.7 Area or Community Redevelopment Area. The community redevelopment area, known and referred to as the Northwest-Progresso-Flagler Heights Redevelopment Area, located within the corporate limits of the City and constituting an area in which conditions of blight exist and in which the Agency may carry out community redevelopment projects pursuant to Part III, Chapter 163, Florida Statutes, as amended, as found and declared by the City Commission in this Resolution No. 95- 86 adopted on



June 20, 1995, as amended by Resolution No. 01-121, adopted on July 10, 2001, and established as the area of operation of the Agency by Resolution No. 95- 86 and for which a community redevelopment plan for the Northwest Progresso Flagler Heights Redevelopment Area was approved by the City Commission in Resolution No. 95-170 on November 7, 1995, as amended on May 15, 2001 by Resolution No. 01-86 and as subsequently amended by Resolution 13-137 ("Plan") and as amended by Resolution 16-52 on March 15, 2016.

2.8 Authorized Representative. For Agency, the Executive Director of the Agency. For Developer, Alvin Lewis, Manager. The Authorized Representative shall be the person designated and appointed to act on behalf of a party as provided in this Development Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.

2.9 Building Permit. The one or more permit(s), required by the City or any other applicable governmental authority having jurisdiction over the Project, to be issued after the Permits have been obtained, but required before commencement of any construction of the Project, including demolition of any structure located on the Project Site.

2.10 Certificate of Occupancy. Means the certificate of occupancy or certificate of completion issued by the City or other appropriate Governmental Authority for the entire Project to be properly permitted, occupied, opened for business and used as contemplated by this Agreement.

2.11 City. The City of Fort Lauderdale, a Florida municipal Company, and its successors and/or assigns, and any officers, employees and agents thereof.

2.12 Commencement Date. The date on which the Developer issues a notice to proceed to the Contractor to commence construction of the Project, which date shall be identified by the Developer in a notice to Agency.

2.13 Completion Date. The later date on which the construction of the Project has been substantially completed in accordance with this Agreement as evidenced by a letter executed by the Agency Authorized Representative, and a final Certificate of Occupancy or Certificate of Completion, as appropriate.

2.14 Contractor. One or more individuals or firms licensed as a general contractor by the State of Florida, bonded to the extent required by applicable law, and

hired by the Developer to construct any part of or the entire Project, or both.

2.15 Construction Contract. Contract or contracts between the Developer and the Contractor for the construction of all or any part of the Project.

2.16 Construction Period. The period of time beginning on the Commencement Date and ending on the Completion Date, as provided in the Project Schedule.

2.17 Developer. West Sistrunk Plaze, LLC., a Florida Limited Liability Company.

2.18 Developer's Architect. Such individuals, partnerships, firms or other persons retained by Developer as architects to prepare the plans and specifications for the Project, and any engineers, planners, designers, consultants, or others retained by the Developer, or any architect retained by the Developer in connection with the preparation thereof.

2.19 Developer Interests. The Developer's interest in the Project Site and all improvements thereon, this Agreement and all related or appurtenant property and rights.

2.20 Effective Date. The date on which this Agreement is executed by both parties to this Agreement.

2.21 Executive Director. The Executive Director of the Agency as designated and appointed by the governing body of the Agency.

2.22 Exhibits. The exhibits attached hereto and made a part of this Agreement.

2.23 Florida Statutes. References to Florida Statutes herein are to Florida Statutes (2018), as same shall be amended from time to time.

2.24 Force Majeure. The following described events that for the purposes of Article 9.3 of this Agreement result in delays in any performance contemplated by and set forth in this Agreement: fire, flood, earthquake, hurricane; unavailability of labor, materials, equipment or fuel; war, declaration of hostilities, terrorist attack, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic; archaeological excavation; lack of or failure of transportation facilities; any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof except the City, or acts of God.

2.25 Including. As used herein, the terms "include," "including" and similar terms shall be construed as if followed by the words "without limitation."

2.26 Project Improvement Cost. Costs for the Project that are eligible with Agency Funds as shown on Exhibit "D" up to a maximum of 90% of the total Project Improvement Costs for the Project or Fifty Thousand and 00/100 Dollars (\$50,000.00), whichever is less. The Agency shall fund hard and soft cost for the construction of streetscape improvements that support the approximately 2,080 square foot space at the Project Site. Hard cost means cost for work, labor, and materials used for streetscape improvements to support a new commercial building. Planned streetscape improvements include curb and gutter, paving, water, drainage and sewage structures, sidewalks and landscaping. Soft cost means cost for permits, application fees, engineering fees and related soft construction cost to undertake the project. The Developer has represented that the Project Improvement Cost is approximately \$55,555.00. An updated accounting of the Project Improvement Cost will be provided to the Agency in conjunction with Developer reimbursement request for Agency Funds.

2.27 Loan Closing Date/ Closing Date/ Forgivable Loan Closing Date. The date the Developer and Agency close on the Agency Funding for the forgivable loan as described in Article 6.8, which date shall be no later than as provided in the Project Schedule.

2.28 Permits. Any permits, licenses, certificates or other approvals or consents of the City or any other governmental authority having jurisdiction over the Project or the Project Site required to be issued or granted before issuance of the Building Permit and commencement of construction of the Project, including, without limitation, approvals or consents relating to the site plan, zoning, land use, or environmental regulations.

2.29 Plans and Specifications. Architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project prepared by the Developer's Architect.

2.30 Project. Improvements to Project Site located at 2201 Sistrunk Boulevard Fort Lauderdale, more particularly described in Exhibit "B" which shall improve and enhance the business operations of West Sistrunk Plaze, LLC. The Developer shall make improvements to the Project Site consisting of a new commercial building to lease approximately 2,080 square feet to businesses that provide indoor uses such as office and retail.

2.31 Project Schedule. The schedule for the commencement and completion of construction of the Project, which is attached hereto as Exhibit "C".

2.32 Project Site. The property is located at 2201 Sistrunk Boulevard, Fort Lauderdale, Florida 33311, and more particularly described in Exhibit "A".

2.33 Property Owner(s) or Owner. Alvin Lewis and Levittrick Lewis.

2.34 Site and Project Plans. Design plans, drawings, and other descriptions of the Project indicating the size and location of the Developer's proposed improvements to the Project Site which is attached hereto as Exhibit "B", as the same may be amended as approved by Agency subject to development review requirements under the City's Unified Land Development Regulations (ULDR) as applicable.

2.35 ULDR. The City of Fort Lauderdale Unified Land Development Regulations.

2.36 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include Company's and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

### **ARTICLE 3**

#### **Findings**

The parties to this Agreement do hereby find and acknowledge the following:

3.1 The City Commission of the City adopted Resolution No. 95-86 on June 2, 1995 finding the existence of blight conditions in the Community Redevelopment Area, as more particularly described in that Resolution, in which the Property is located.

3.2 The Agency for the Area was created by Resolution No. 95-86 adopted by the City Commission of the City on June 20, 1995, pursuant to part III of Chapter 163, Florida Statutes.

3.3 By adoption by the City Commission of Resolution No. 95-170, the Redevelopment Plan was adopted on November 7, 1995, and has been amended.

3.4 By adoption of Resolution No. 95-1084 on November 26, 1995, the Broward County Board of County Commissioners approved the Redevelopment Plan and such plan has been subsequently amended in 2001, 2013, 2016 and 2018.

3.5 The Redevelopment Plan contemplates redevelopment in the Community Redevelopment Area.

3.6 Pursuant to the Redevelopment Plan, it is contemplated that the Agency will provide funding for certain streetscape improvements in the Community Redevelopment Area.

3.7 Developer owns the Property and has submitted plans for review for the construction of the Project on the Property.

3.8 The Project is consistent with and furthers the provisions of the Redevelopment Plan and the Agency desires to encourage redevelopment of the Property for use for the Project and to encourage Developer in its development, design, construction, use, ownership and operation of the Project.

3.9 Certain Street improvements, which will include, but are not limited to, the Developer Streetscape Improvements are required to support the Project and will be necessary for the successful development of the Project.

3.10 The Contractor (to be identified at a later date) will be licensed and uniquely qualified to undertake the Developer Streetscape Improvements.

#### **ARTICLE 4** **Project Site**

4.1 The Developer represents to the Agency that the Project Site is appropriate and available for development of the Project thereon.

4.2 The Developer represents to the Agency that the Project Site does not contain any adverse environmental conditions that will prevent or adversely affect development of the Project thereon or the use of the Project as described in this Development Agreement following the Completion Date.

4.3 The Developer covenants and agrees with the Agency that it and its principal owners shall continue to own the Project Site for a period of no less than five (5) years commencing on the Project Completion Date. During this five-year period, the Developer agrees to submit on the annual anniversary of the Effective Date of the Agreement an affidavit executed by the Developer that the Project has not been sold. The Project shall be used only for non-residential uses, unless approved by the Agency. Further Developer agrees that the building shall not be used for those non-permitted uses as provided in Section 47-12 of the ULDR and shall not be used for the following (i) "adult uses" as such term is defined in Section 47-18.2 of the ULDR; (ii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space; or (iii) liquor store; or (iv) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date and will execute at Closing a restrictive covenant to be recorded in the public records of Broward County evidencing these restrictions.

## **ARTICLE 5**

### **Obligations of the Parties**

5.1 **Developer.** Developer shall use Commercially Reasonable Efforts to obtain or cause to be obtained all Permits and Approvals, including, without limitation, all permits, consents, replatting (if necessary) and subdivision variances, waivers and other approvals necessary under applicable law for the design, development, construction, operation and use of the Project as described in the Plans and Specifications, which shall include, when applicable, the timely filing of necessary applications, with permit fees when required, the prosecution of the application to the same extent as used by the party charged with the effort as such party has devoted to the approvals, timely follow through with such amendments and revisions or additions to the documentation required by the application or other process as shall be customary with like kind projects of economic magnitude in the Broward County area, and the prompt payment of costs and fees associated therewith. Prior to the issuance of the Certificate of Occupancy, Developer shall not abandon construction of the Project, which shall mean the cessation of meaningful construction work on the Project for a period of 120 days or more. For purposes of this Section 5.1, "meaningful construction work on the Project" shall be the standard set forth in the applicable building code for purposes of maintaining any Permits and Approvals. The Developer shall maintain all Permits and Approvals for the Project and agrees to observe all applicable laws and requirements of all applicable Governmental Authorities in connection with the Project.

5.2 **Developer Streetscape Improvements.** Developer shall design, construct and install the Developer Streetscape Improvements including curb and gutter, paving, water, drainage and sewage structures, sidewalks and landscaping. as described on Exhibit "D" provided herein. The Agency shall be responsible for paying the amount directly to Developer and Developer shall send the Agency a request for the amount along with such documentation as may be reasonably necessary to evidence the actual costs for the Developer Streetscape Improvements. The CRA agrees to make payment to the Developer subject to the terms and conditions contained herein. In order to be eligible for payment, the Developer shall submit invoices for all eligible costs, materials and expenses, and all other documentation required by the CRA (including release of liens, if applicable) and the CRA shall pay the Developer for such costs and expenses within forty five (45) days after receipt of the proper invoices and other required documentation referenced herein to the CRA.

5.3 **Permits and Approvals.** As of the Effective Date, the Plans and Specifications have been submitted to the City and the Broward County by Developer and are under review.

5.4 **Developer Ad Valorem Tax Payments.** Developer shall be obligated to pay all ad valorem property taxes due upon the Property and the Project as required by Florida law.

5.5 **Approval of Agreement.**

5.5.1 The Agency hereby represents and warrants to Developer that the



execution and delivery hereof have been approved at duly convened meetings of the Agency and the same is binding upon the Agency.

5.5.2 Developer hereby represents and warrants to the Agency that (i) the execution and delivery hereof have been approved by all parties whose approval is required under the terms of the governing documents creating Developer, (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the same is binding upon Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of Developer are duly authorized and empowered to execute the same for and on behalf of the Developer; (iv) Developer is a Florida Limited Liability Company and is duly authorized to transact business in the State of Florida; and (v) this Agreement does not violate the terms of any other agreement to which the Developer is a party.

5.6 Developer shall immediately notify agency in writing of any pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

## **ARTICLE 6**

### **Project Financing**

6.1 Developer. Developer shall use its own funds and/or funds obtained from Developer's Lender to develop the Project for the purposes contemplated by this Agreement. Developer shall be free to arrange financing in connection with the Property and the Project as Developer may desire, whether using Developer's Lender or any other source for any such financing. Developer shall promptly notify Agency of any changes to Developer's Lender. Developer shall within 5 days' notice from Developer's Lender, notify the agency of the occurrence of any event of default under any such financing. The Developer shall use commercially reasonable efforts to obtain the agreement of Developer's Lender that in the event of a default by the Developer under the financing of the Project by Developer's Lender that Developer's Lender will notify the Agency of such default and what will be necessary, if anything, for the Agency to cure such default at the election of the Agency. As to the Streetscape Improvements, Developer and its contractor are obligated to construct and install the Streetscape Improvements by and through a licensed Florida State Underground and Utility and Excavation Contractor or a Broward County Florida Engineering Contractor (the "Utility Contractor") and shall provide proof of same prior to receiving its Reimbursement Amount.

6.2 Developer Streetscape Improvements. The Developer shall construct the Developer Streetscape Improvements as provided herein and in accordance with the applicable standards and specifications for such construction as set forth by the Governmental Authorities.

6.3 Taxes and other charges. Developer shall pay and discharge, or cause to be paid and discharged, prior to delinquency all taxes, charges, liabilities or claims of any type at any time assessed against or incurred by the Property or the Project, provided that nothing in this Section 5.3 shall require the payment of any such sum if Developer contests the same in good faith by appropriate proceedings. The Developer shall not allow any taxes to be delinquent so that the Property is subject to the sale of tax certificates according to Florida law. The Developer shall notify the Agency within 5 days of any notice of tax delinquency on the Property or the Project.

6.4 Declaration of Maintenance Obligation. In order to secure the ongoing conditions, covenants and obligations contained herein, and prior to paying the Reimbursement Amount to Developer, Developer shall execute and record a Declaration of Maintenance Obligation.

6.5 Lender's Right to Cure. The Agency shall provide Developer's Lender with a copy of the written notice of default and the opportunity to cure the breach on behalf of the Developer under the same terms and conditions as provided for the Developer, provided the Agency receives in writing the name, title and address of the Developer's Lender representative.

6.6 Agency Funds-Forgivable Loan. Pursuant to the Agency's Program and the calculations submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement, the Agency agrees to loan to the Developer for the Project the lesser of an amount not to exceed \$50,000.00 or 90% of the total Project Improvement Cost.

6.7 Interest Rate. The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 14.

6.8 Term of Repayment. Payment on the principal amount of the loan shall not be required so long as the Developer operates its current business on the property, the Developer does not sell, convey or transfer its leasehold interest in the Property, and is maintained as the Project and not in default, for a five (5) year period following the Completion Date. Provided the conditions set forth herein are met, the loan will be forgiven five (5) years after the Project Completion Date. Repayment will become due and payable upon sale, or transfer of the leasehold interest in the Property during the five (5) year period. The maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default. If no sale, transfer or other event of default occurs during the five (5) year period, the terms of this encumbrance shall be satisfied, and the Developer shall be issued a Satisfaction of Mortgage executed by the Agency.

(a) Closing on Agency Funds. The Closing on Agency Funds for the forgivable loan shall occur on the date provided in the Project Schedule. As a condition to the Closing, Developer shall have entered into a Construction Contract executed by Developer and a Contractor for construction of the Project in accordance with the provisions of this Agreement. The Project Improvement Cost including the construction cost of the Project as shown in the executed Construction Contract.

The total amount of Agency Funds shall be calculated at the time of Closing. In no event will the Agency Funds exceed the lesser of \$50,000 or 90% of the total Project Improvement Cost.

(b) Additional Conditions Precedent to the Agency's Obligation to Pay the Agency Funds. The duty of the Agency to pay the Agency Funds, and Agency's other duties under the terms, covenants, and conditions of this Agreement, are expressly subject to the fulfillment to the satisfaction of, or waiver as provided herein, prior to Closing of any of the Agency Funds of the conditions precedent set forth in this subsection (d). The Developer hereby covenants and agrees to satisfy each of the following obligations on or before the Closing Date, unless waived in writing by the Agency as to each covenant to be performed by the Developer.

The Developer shall have shown:

(1) Evidence that there is sufficient funding and interest held by the Developer in the Project Site to secure the completion of the Project, including a copy of the deed or Lease showing ownership or leasehold interest in Developer and an affidavit of outstanding liens and mortgages on the Project Site.

(2) The site plan approval by the City, if required, and the Agency;  
and

(3) The Permits approved by the City or other appropriate governmental authority; and

(4) A Construction Contract with the Contractor for construction of the Project, a copy of which shall have been delivered to and approved by the Agency on or before the Closing Date.

(5) The Developer and Property Owner have executed a restrictive covenant in substantially the form attached as Exhibit "E" to be recorded in the public records of Broward County with the provisions of Article 4.3.

(6) The Developer and Property Owner execute a mortgage and UCC-1 Financing Statement (to be provided), if necessary, in substantially the form attached as Exhibit "E" securing the Agency Loan in the total amount to be provided by the Agency as provided in this Agreement and Developer executes a note payable to Agency in substantially the form attached as Exhibit "F".

(7) No action or proceeding shall be pending (whether or not on appeal) or shall have been threatened, and no statute, regulation, rule or order of any federal, state or local governmental body shall be in effect or proposed, in each case, which in the good faith judgment of either party adversely affects (or if adopted, would adversely affect) the consummation of the transactions by the Developer contemplated by this Agreement; and

(8) The Developer shall not be in default of this Agreement;

(9) Proof of all applicable insurance; and

(10) Proof of recording of a Notice of Commencement in the public records of Broward County, Florida according to Chapter 713, Florida Statutes; The Agency shall be listed on the Notice of Commencement as a party to receive Notice to Owners;

(11) Developer has closed on all other sources of financing to construct this Project; and

(12) Receipt and review of a draw schedule, construction schedule and budget, sources and uses, project schedule, survey and schedule of values for the Project: and

(13) Issuance of a Title Commitment and subsequent lender's title policy in the amount of the Agency Funds, at Developer's expense, to insure the Agency security interest in the Property with the Owner bearing responsibility to pay the owner's and lender's title premium and title search fees. Such title commitment shall be bound to delete all standard exceptions, including the gap, delete all schedule B-1 requirements and to issue Florida Form 9 and Environmental Lien coverage.

(c) It is understood and agreed that in the event that any of the conditions precedent provided in subsections (1) through (13) have not been met as provided on or before the Closing Date, then this Agreement may be terminated by Agency and be of no further force and effect.

(d) Security. City shall secure the loan for this Agreement with second mortgage on the Project Site. Developer and Owner does unconditionally and irrevocably hereby grant, convey, transfer, bargain and assign to Agency a continuing second priority security interest in and a lien upon all of the Owner's and Developer's, title and interest in and to the assets of Owner and Developer located, situated and wherever present in the State of Florida, whether now owned or hereafter acquired (collectively "Collateral" or "Property");

Whether such Collateral shall be presently in existence or whether it shall be acquired or created by Owner or Developer at any time hereafter, to remain in force so long as Developer is, in any manner, obligated to Agency.

Such security interest shall give Agency a continuing lien in, on, and to all said Collateral, and the products thereof, and any replacements, additions, accessions, or substitutions thereof, after-acquired property, and the accounts or proceeds or products arising from the sale or disposition of any Collateral of Owner or Developer, including any returns thereof including, where applicable, the proceeds of insurance covering said Collateral or tort claims in connection with the Collateral or any substitutions, renewals and replacements therefore and all rights to receive any monies, payments or distributions from

any person or source whatsoever in respect of the foregoing.

In the event that Developer fully performs all of its duties and obligations to the Agency under this Agreement, Agency, or its successor, shall thereafter and forthwith execute and deliver to Property Owner a Satisfaction of its second mortgage and Termination of UCC-1 Financing Statement, in a form reasonably satisfactory to the Property Owner.

If the Developer ceases business operations on the Project Site, the Agency, at its election, upon adequate advance notice to the Property Owner, may seek to recover possession of the assets funded by the Agency, provided the Agency will not seek to recover any assets which are permanently affixed to the structure of the building and Agency shall compensate the Property Owner for damage to the building caused by the Agency during recovery of the assets, but not to exceed the amount of the forgivable loan. Upon recovery of possession of the assets, a satisfaction of mortgage will be issued in favor of the Property Owner.

6.9 Closing. The Closing shall occur in the office of the Agency at which time evidence of all requirements shall be submitted and confirmed by the parties in writing. All applicable recording cost and taxes shall be paid by the Agency.

## **ARTICLE 7**

### **Project Development**

7.1 Project Schedule. Developer represents that the Project Completion Date shall occur in accordance with the Project Schedule set forth on **Exhibit E**.

## **ARTICLE 8**

### **Developer Defaults; Agency Remedies**

#### **8.1 Default by the Developer**

(a) There shall be an "event of default" by the Developer under this Agreement upon the occurrence of any one or more of the following:

(1) The Developer shall fail to perform or comply with any provision of this Agreement and such failure materially and adversely affects the successful and timely development and completion of the Project or materially and adversely affects the rights, duties or responsibilities of the Agency under this Agreement and such failure shall continue for more than sixty (60) days after the Agency shall have given the Developer written notice of such failure (hereinafter sometimes referred to as the "non-monetary default cure period"); provided, however, that if such failure can reasonably be cured within said sixty (60) days of said notice by the Agency, then the event of default

under this paragraph shall be suspended if and for so long as the Developer proceeds diligently to cure such default within the said sixty (60) days and diligently continues to proceed with curing such default until so cured.

(2) Developer fails to complete the Project by the date shown in the Project Schedule, unless extended by the Agency.

(b) Upon the occurrence of an event described in Article 14.1(a) hereof, , the Agency may, at any time thereafter if such event of default has not been cured, seek any and all remedies available at law or at its election bring an action in a court of competent jurisdiction for specific performance by the Developer, or other injunctive relief including repayment of funds contributed by Agency, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Developer, and on the date specified in such notice, this Agreement shall terminate and all rights of the Developer hereunder shall cease and Agency shall be released from any and all obligations, unless before such date all other events of default by the Developer hereunder occurring or existing at the time shall have been cured, however, that this Agreement may not be terminated by the Agency unless and until the project lender has notified the Agency of their election not to cure said defaults. Agency must be provided the name, title and address of project lender by Developer as a condition of this obligation not to terminate.

(c) In the event that the Developer's Authorized Representative fails to perform or comply with his rights and duties under the provisions of this Agreement and such failure results in a notice of default, the Developer, may substitute the Authorized Representative.

## 8.2 Default by the Agency; Remedies.

(a) There shall be an "event of default" by the Agency under this Agreement upon the occurrence of the following: Provided all conditions precedent have been satisfied or waived, the Agency shall fail to timely pay the amounts of the Agency Funds to the Developer set forth in this Agreement, or if any representation and warranty of the Agency hereunder fails to be true and correct, and such failure adversely affects the Developer or the Project and such failure shall continue for a period of forty-five (45) days after the Developer shall have given the Agency written notice of such failure; provided, however, that if such failure can reasonably be cured within said forty-five (45) days, then the event of default under this Article shall be suspended if and for so long as the Agency proceeds diligently to cure such default within the said forty-five (45) days and diligently continues to proceed with curing such default until so cured.



(b) Upon the occurrence of an event described in Article 14.2(a), , the Developer may, at any time thereafter, at its election either institute an action for specific performance of the Agency's obligations hereunder, or other injunctive relief, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Agency, and on the date specified in such notice, which shall be not less than forty-five (45) days, this Agreement shall terminate and all rights of the Agency hereunder shall cease and the Developer shall be released from any and all obligations hereunder, unless before such date sums payable to the Developer under this Agreement shall have been paid and all other defaults by the Agency hereunder existing at that time shall have been remedied, including, without limitation, such damages or suits for damages to which the Developer may be entitled as a result of any breach or event of default by the Agency. Notwithstanding, in any action, suit, cause of action or litigation for damages, the Agency liability shall not exceed \$50,000.00 which shall include reasonable attorney's fees and costs. Notwithstanding, the Developer shall not be entitled to recover consequential, speculative, or punitive damages.

**8.3 Non-Action on Failure to Observe Provisions of this Agreement.** The failure of the Agency or the Developer to insist upon strict performance of any term, covenant, condition or provision of this Agreement shall not be deemed a waiver of any right or remedy that the Agency or the Developer may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such time, covenant, condition or provision.

**8.4 Event of Default.** Subject to Force Majeure, the occurrence of any one or more of the following and the continuance thereof uncured or uncorrected for the period of time hereinafter provided shall constitute an Event of Default hereunder:

8.4.1 The Developer defaults in the performance of any obligation including, without limitation, the obligation to create and retain jobs, imposed upon it under this Agreement or the Developer fails to complete any item required to be completed by it as provided herein, including constructing the Project substantially in accordance with the final Plans & Specifications or constructing Developer Streetscape Improvements, and the Developer does not cure such default within thirty (30) days after delivery of notice of such default from the Agency; or

8.4.2 Any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect when made and which materially and adversely affects the rights, duties or obligations of the Agency hereunder; or

8.4.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to the Developer or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues without being dismissed after any stay thereof expires.

8.5 Remedies. Upon the occurrence and during the continuance of any Event of Default by Developer hereunder, the Agency shall have the following rights (a) to terminate this Agreement, upon which termination Developer agrees upon request by the Agency it shall assign and transfer to the Agency, free of any liens or other obligations or conditions, all plans, specifications and contracts for the Developer Streetscape Improvements, if any, (b) to stop any disbursements of funds by the Agency hereunder, including the Reimbursement Amount (c) to recover all funds paid by the Agency under this Agreement or (d) to pursue other rights or remedies which are or may be available to Agency at law or in equity to enforce any of the terms of this Agreement. Notwithstanding, nothing herein shall be deemed a pledge or the right to place a lien on the Agency's tax increment revenue. This Agreement shall not be construed as a grant or consent to encumber the Redevelopment Trust Fund of the Agency or to grant a right of specific performance as an equitable remedy. Further, payments under this Agreement are subordinate and inferior to existing and future debt service payments of the Agency and operating and administrative costs of the Agency.

## **ARTICLE 9**

### **General Provisions**

9.1 Non-liability of Agency and City Officials. No member, official or employee of the Agency or the City or the Agency Staff of any employee of the City shall be personally liable to the Developer or to any Person with whom the Developer shall have entered into any contract, or to any other person in the event of any default or breach by the Agency, or for any amount which may become due to the Developer or any other person under this Agreement.

9.2 Approval. Whenever this Agreement requires the Agency or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, delayed or conditioned. The Developer and the Agency shall perform all obligations imposed upon them under this Agreement in a reasonable and timely fashion.

9.3 Force Majeure. Neither the Developer nor the Agency shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions or freight embargo, or excessive delays in the permitting process not caused by Developer; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 9.3 shall deliver notice to the other party as provided in Section 9.4 setting forth the event of Force Majeure and the anticipated delay resulting from such event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

9.4 Notices. All notices to be given hereunder shall be in writing and (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) delivered by a courier service utilizing return receipts. Such notices shall be deemed given and received for all purposes under this Agreement (i) three (3) business days after the date same are deposited in the United States Mail if sent by registered or certified mail, or (ii) the date actually received if sent by personal delivery or courier service, or (iii) the date of transmission of a facsimile, with telephonic or machine confirmation of receipt:

DEVELOPER: West Sistrunk Plaze, LLC  
4701 NW 16 Street, Apt. 207  
Lauderhill, FL 33313  
Attention: Alvin Lewis, Manager

AGENCY: Fort Lauderdale Community Redevelopment Agency  
914 NW 6<sup>th</sup> Street, Suite 200  
Fort Lauderdale, Florida 33311  
Attention: Executive Director

With a copy to: City Attorney's Office  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

Any change to an address shall be given in the same manner as a notice under this Section 9.4.

9.5. Time. Time is of the essence in the performance by any party of its obligations hereunder.

9.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

9.7 Amendment. This Agreement may be amended by the Parties hereto only upon the execution of a written amendment or modification signed by the Parties.

9.8 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by both parties. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or other default by any other party.

9.9 Assignment/Transfer. During the term of this Agreement, any assignments, conveyances or transfers (all of the foregoing, an "Assignment") of interest in this Agreement, the Project or Property to any Person or entity, must comply with the following:

9.9.1 Consent required. Agency written consent to an assignment shall be required, and in determining whether to grant such consent, Agency shall consider the following factors:

(i) the proposed assignee and/or any of the direct or indirect principals of such proposed assignee (as may be set forth in a certification to the Agency by a certified public accountant) meets standards of creditworthiness and have sufficient financial resources to acquire, operate, manage and maintain the Project,

(ii) the proposed assignee has the reasonable ability to perform the obligations of the Developer;

(iii) the proposed assignee has prior related business experience for operating property with uses similar to the Project or as existing at the time of proposed Assignment; and

(iv) the reputation of the proposed assignee.

Upon weighing the above factors, Agency shall either approve such Assignment or specify in reasonable detail the basis for its disapproval within thirty (30) days after request for such approval. Such Assignment shall not be valid until Agency has consented in writing to such Assignment and there shall have been delivered to Agency a true copy of the instrument effecting such Assignment, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Agreement on Developer's part to be performed, including those for matters that arose or became due prior to the effective date of the Assignment. After the aforesaid instruments have been delivered to Agency and Agency has consented to such Assignments, then from and after the effective date of Assignment, the assigning party shall be released of all obligations under this Agency for matters arising after the effective date of the Assignment, but shall remain liable to the Agency for all obligations under this Agreement relating to matters that arose or became due prior to the effective date of the Assignment.

9.10 Indemnification. Developer agrees to protect, defend, indemnify and hold harmless the Agency, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from this Agreement or the Developer's acts or omissions in performing its 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, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false

or fraudulent. However, the Agency retains the right to select counsel of its own choosing. This provision shall survive expiration or termination of this Agreement and shall not be limited by any insurance required hereunder.

9.11 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.12 Contingent Fee. The Developer represents and warrants that it has not employed or retained any Person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any Person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement, including any broker fee or commission.

9.13 Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, and partner of the Agency. The Developer and its employees and agents shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by the Developer in the performance of its obligations under this Agreement.

9.14 Timing of Approvals. Each party hereto shall have a period of not more than twenty (20) business days from the date of submission to such party of any item under this Agreement to take any action or give its approval or denial and the failure to take any such action or give such approval or denial within such period of time shall be deemed approval, provided that no approval by the Agency shall be governed hereby.

9.15 Not A General Obligation.

(a) Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds.

(b) Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

9.16 Parties to Agreement. This is an agreement solely between the Agency and the Developer. The execution and delivery hereof shall not be deemed to confer any rights

or privileges on any Person not a party hereto other than the successors or assigns of the Agency and the Developer.

9.17 Venue; Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court for the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

9.18 Insurance. During the term of this Agreement, the Developer shall obtain and maintain casualty insurance on the Project in an amount equal to the cost of replacing the Project (subject to a commercially reasonable deductible) in the event of a damage or destruction of the Project, including builder's risk insurance during construction. Subject to the prior rights of Developer's Lender, Developer shall use the proceeds of such insurance to rebuild or repair the Project to substantially the same condition as before such damage or destruction. The Developer shall also obtain and maintain liability insurance in such an amount as is customary for a project of the size and scope of the Project. Certificate(s) of insurance evidencing such insurance to the reasonable satisfaction of the Agency shall be provided to the Agency by the Developer.

9.19 Termination. In the event of a termination of this Agreement as provided herein prior to its expiration, the party terminating the Agreement shall provide notice to that effect to the other party and upon receipt of such notice and the expiration of any cure period provided herein this Agreement shall then be of no force and effect, neither party will be liable to the other for any payments or other obligations other than any payments or obligations earned or incurred as of such date of termination.

9.20 Term. This Agreement shall take effect upon the Effective Date and, if not earlier terminated as provided herein, shall expire on the date of the payment of the Reimbursement Amount to the Developer by the Agency.

9.21 Records/Right to Audit. Agency shall have the right to audit the books, records, and accounts of Developer that are related to the Developer Streetscape Improvements as defined in Section 2.9 as more fully set forth in Exhibits D of this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of Developer shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Developer shall make same available at no cost to Agency in written form.

Developer shall preserve and make available, at reasonable times for examination and audit by Agency in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to the Developer Streetscape Improvements as defined in Section 2.9 as more fully set forth in Exhibits D of this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after



termination of this Agreement. If any audit, litigation or other action has been initiated and has not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings, litigation or other action. If the Florida public records law is determined by Agency to be applicable, Developer shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Agency's disallowance and recovery of any payment upon such entry.

**9.22 Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law. The Developer and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction, operation and/or maintenance of the Project shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the services rendered.

(b) Upon request from Agency's custodian of public records, provide Agency 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 (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Developer for the duration of this Agreement and as to Contractor's for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.

(d) Upon completion of said construction, operation or maintenance of the Project, transfer, at no cost, to Agency all public records in possession of Developer or Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the construction, operation or maintenance of the Project, Developer and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer or Contractor keeps and maintains public records upon completion of construction, operation or maintenance of the Project, Developer and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

**If Developer or Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Developer or Contractor's duty to provide public records relating to its contract, contact the Agency's custodian of public records by telephone at 954-828-5002 or by e-mail at [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV) or**

**by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.**

9.23 **Local Preference.** The Developer shall use its best efforts to work with the Agency to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for work on the Project. Bids will be selected based upon competitiveness of the bid and the qualifications and capacity of the bidder. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Developer may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

9.24 **Competitive Process.** With respect to the streetscape improvements as described in Project Improvement Cost, the Developer shall comply with the City's procurement code and competitively bid the scope of work for the streetscape improvements before awarding any contracts for the streetscape improvements. Evidence of compliance with the City's procurement requirements as determined by the Agency in its sole discretion is a condition precedent to the Agency's obligation to advance any funds under this Agreement. At a minimum, the Developer shall secure three (3) competitive bids for the same scope of work from three qualified unaffiliated and unrelated parties. If required by law, the Developer shall comply with the Consultant's Competitive Negotiation Act.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

WITNESSES:

AGENCY:

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

R. McClam  
Rebecca McClam  
[Witness print or type name]

By: Susan Grant  
Susan Grant, Acting Executive Director

Donna Varisco  
Donna Varisco  
[Witness print or type name]

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:

D'Wayne M. Spence, Interim General Counsel

David R. Soloman  
David R. Soloman, City Secretary

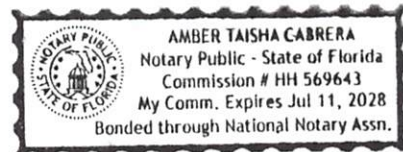


Lynn Solomon  
Lynn Solomon, Assistant General Counsel

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of February, 2025, by SUSAN GRANT, Acting Executive Director of the Fort Lauderdale Community Redevelopment Agency, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163.

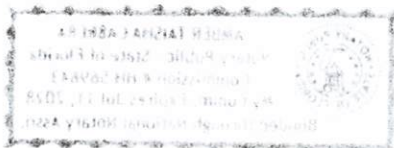
Amber Taisha Cabrera  
Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

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

James H. Brown  
1500 1st St.



DEVELOPER:

West Sistrunk Plaze, LLC, a Florida  
Limited Liability Company

[Signature]  
By: Alvin Lewis, Manager

WITNESSES:

[Signature]  
ROBERT C. Wojcik

[Witness print or type name]

914 Sistrunk Blvd #200 Miami

[Signature]

Lizeth DeJorge

[Witness print or type name]

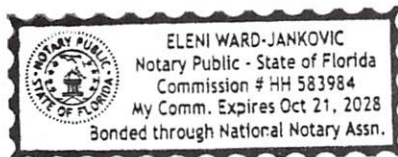
914 Sistrunk Blvd #200 33311

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this January 27, 2025, by Alvin Lewis, Manager of the West Sistrunk Plaze, LLC., Florida Limited Liability Company, on behalf of the Corporation. He is personally known to me or has produced FL Driver License as identification.

(SEAL)



[Signature]

Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Eleni Ward-Jankovic  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 10/21/2028  
HH583984  
Commission Number

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*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*

DIVISIONAL DEPARTMENT  
OFFICE OF THE ATTORNEY GENERAL  
RECEIVED  
JAN 10 1964  
U.S. DEPARTMENT OF JUSTICE



**EXHIBIT "A"**  
**Legal Description**

Lots 29 and 30, Less the South 10 Feet Of Block 5 of WASHINGTON PARK, According to  
the Plat Thereof, as Recorded in Plat Book 19, Page 22, of the Public Records of  
Broward County, Florida.

Parcel ID 5042 05 01 1080 and 5042 05 01 1090

**EXHIBIT "B"**  
**PROPOSED PROJECT PLANS**

EXHIBIT "C"  
PROJECT SCHEDULE

Effective Date of Agreement	Full execution of the Agreement
Developer Obtains all government approvals and permits	Within One Hundred Twenty (120) days from the Effective Date of the
Commencement Date	Within One Hundred Eighty (180) days of the Effective Date
Completion Date: Building permit has been inspected and passed by Building Official and building received Certificate of Occupancy	Within Twelve (12) Months after Commencement Date
*Closing Date	Date on which all conditions precedent in Section 6.8 of this Agreement are

EXHIBIT "D"  
BUDGET – PROJECTED AGENCY FUNDING

Streetscape Improvements

Item	Cost
<b>Hard Construction Cost</b>	
Civil- Utilities Drainage/Water /Sewer	\$18,000.00
Irrigation	\$2,000.00
Hardscape - Walkways	\$10,000.00
Landscape	\$5,000.00
Paving-Curbing	\$5,000.00
Earthwork	\$5,000.00
<b>Subtotal</b>	<b>\$45,000.00</b>
<b>Soft Construction Cost</b> Engineering/MOT/Permits	<b>\$10,555.00</b>
<b>Subtotal</b>	<b>\$10,555.00</b>
<b>TOTAL PROJECT COST</b>	<b>\$55,555.00</b>
Developer Contribution	\$5,555.00
<b>Funding Requested from CRA (90% or \$50,000, whichever is less)</b>	<b><u>\$50,000.00</u></b>

Itemized project costs to be supplemented upon receipt.

Maximum CRA Funding \$50,000.00

**EXHIBIT "E"**  
**RESTRICTIVE COVENANT**

PREPARED BY AND RETURN TO:

Lynn Solomon  
City Attorney's Office  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

**DECLARATION OF RESTRICTIVE COVENANTS**

THIS INDENTURE is made this 27 day of January, 2025.

WHEREAS, in furtherance of the Plan (defined herein), and pursuant to duly convened public meetings, a certain Fort Lauderdale Community Redevelopment Agency and Streetscape Enhancement Program Agreement dated \_\_\_\_\_, 2025, (the "Agreement") was executed by and between Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes ("Agency") and West Sistrunk Plaze LLC, a Florida limited Liability Company ("Developer") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 1 E. Broward Blvd., Suite 444, Fort Lauderdale, Florida, and such Agreement being in connection with improvements to the Property described in Exhibit "A" owned by Developer; and

WHEREAS, pursuant to the terms of the Agreement, Agency and Developer anticipated that the Property would be subject to a Declaration of Restrictive Covenants, the primary purpose of such Declaration of Restrictive Covenants being to ensure development and operation of the Property in accordance with the Plan which affects this Property and other properties in the vicinity; and

WHEREAS, pursuant to City Commission Resolution No. 95-86, adopted June 20, 1995, and by Resolution No. 01-121, adopted on July 10, 2001, the City of Fort Lauderdale established an area of economic restoration ("CRA Area") for which a Community Redevelopment Plan pursuant to Section 163.360, Florida Statutes was approved by the City Commission by Resolution No. 95-170 on November 7, 1995, as amended on May 15, 2001 by Resolution No. 01-86, and as subsequently amended (the "Plan"); and

WHEREAS, the Property is located within the CRA Area which has conditions of slum and blight as those conditions are defined in the Constitution of the State of Florida, Section 163.01, Florida Statutes, Chapter 163, Part III, Florida Statutes and other applicable provisions of law and ordinances and Resolutions of the City of Fort Lauderdale and Agency implementing the Community Redevelopment Act; and

WHEREAS, in order to effectuate the terms and conditions contained in the Agreement, and the goals and objectives of the Community Redevelopment Plan, as amended, it is necessary and proper to create this Declaration of Restrictive Covenants; and

NOW, THEREFORE, Developer hereby declares that the Property shall be, held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, conditions and covenants, all of which shall run with the land and are declared to be in furtherance of the Agreement and the Plan, as amended, and that such limitations, restrictions, conditions and covenants are also established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof and to establish a development compatible with the properties under the Plan, and, in accordance therewith, Developer does hereby create and establish the following Declaration of Restrictive Covenants:

1. Construction and Intent. This Declaration shall be construed and interpreted in conjunction with the terms set forth in the Agreement, as same may be amended from time to time, provided, however, that it is the intent of the Developer that only those sections of the Agreement specifically referenced below shall be construed as covenants running with the property.

2. Restrictions On Use; Declaration of Restrictive Covenants. The Developer covenants and agrees with the Agency that the Project Site shall be continuously used, as Commercial Building for office and retail uses as permitted and authorized under the ULDR except as prohibited herein, on the Property for which Agency funding was provided for a period of five (5) years commencing on the date the improvements are complete ("Project Completion Date"). The Developer further agrees that the building shall not be used for those non-permitted uses as provided in the Unified Land Development Regulations ("ULDR") and shall not be used for the following: (i) adult uses as such term is defined in Section 47-18.2 of the ULDR; or (ii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space); or (iii) liquor store; or (iv) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date.

**SIGNATURE PAGE TO FOLLOW**

OWNER(S):

WEST SISTRUNK PLAZE LLC, a Florida  
limited liability company

WITNESSES:

[Signature]  
Robert C. Wojcik

[Witness print or type name]

914 SISTRUNK Blvd #200  
Fort Lauderdale FL 33311

Address

[Signature]  
Eleni Ward

[Witness print or type name]

914 Sistrunk Blvd #200  
Fort Lauderdale, FL 33311

Address

By:

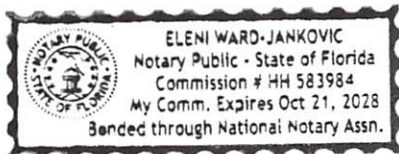
[Signature]

Alvin Lewis, Manager

STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 27<sup>th</sup> day of January, 2024,  
by ALVIN LEWIS, as Manager of West Sistrunk Plaze LLC, a Florida limited liability  
company on behalf of the company. He is personally known to me or has produced  
FL Driver License and FL Driver License as identification.

(SEAL)



Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

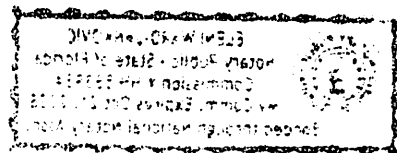
[Signature]  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

10/21/2028  
HH 583984  
Commission Number




100-111-1000  
100-111-1000  
100-111-1000



OWNER(S):

WEST SISTRUNK PLAZE LLC, a Florida  
limited liability company

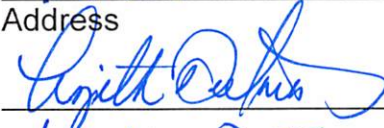
WITNESSES:

  
Robert C. Wojcik

[Witness print or type name]

914 Sistrunk Blvd # 200

Fort Lauderdale, FL 33311  
Address

  
Lynette DeTorres

[Witness print or type name]

914 Sistrunk Blvd. #200

Fort Lauderdale, FL 33311  
Address

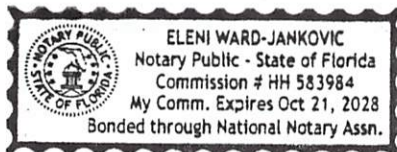
By:

  
Lavetrick Lewis, Manager

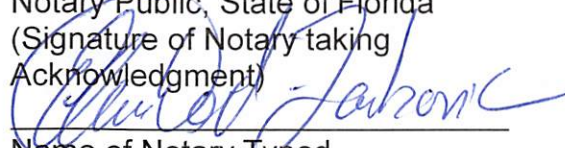
STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 27<sup>th</sup> day of January, 2024,  
by LAVETTRICK LEWIS, as Manager of West Sistrunk Plaze LLC, a Florida limited  
liability company on behalf of the company. He is personally known to me or has produced  
FL Driver License and (N/A) as identification.

(SEAL)



Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 10/21/2028  
HH 583984  
Commission Number

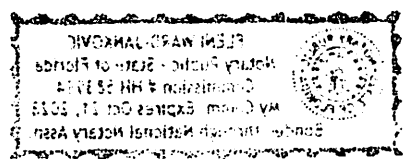
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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Lots 29 and 30, Less the South 10 Feet Of Block 5 of WASHINGTON PARK, According to the Plat Thereof, as Recorded in Plat Book 19, Page 22, of the Public Records of Broward County, Florida.**

**Parcel ID 5042 05 01 1080 and 5042 05 01 1090**

**EXHIBIT "F"**

**MORTGAGE**

Prepared by:  
Lynn Solomon  
City Attorney Office  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

**THIS FIRST MORTGAGE IS OF EQUAL DIGNITY AND PARITY WITH THAT CERTAIN MORTGAGE DATED January 27, 2025 BY WEST SISTRUNK PLAZE, LLC, IN FAVOR OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY WHICH SECURES THAT CERTAIN NOTE IN THE PRINCIPAL AMOUNT OF \$750,000.00 . BOTH MORTGAGES SHALL BE DEEMED A FIRST MORTGAGE AND THE LIEN OF ONE MORTGAGE MAY NOT FORECLOSE THE LIEN OF THE OTHER MORTGAGE.**

### **MORTGAGE**

THIS MORTGAGE, entered into this 27<sup>th</sup> day of January 2025, between West Sistrunk Plaze, LLC, a Florida Limited Liability Company, whose address is 4701 NW 16 Street, Apt 207, Lauderhill, FL 33313, hereinafter called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 914 NW Sistrunk Blvd., Suite 200, Fort Lauderdale, Florida 33311, hereinafter called the "Mortgagee".

WITNESSETH: That Fifty Thousand and 00/100 Dollars (\$50,000.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which West Sistrunk Plaze LLC, a Florida limited liability company is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

Lots 29 and 30, Less the South 10 Feet Of Block 5 of WASHINGTON PARK, According to the Plat Thereof, as Recorded in Plat Book 19, Page 22, of the Public Records of Broward County, Florida.

Parcel ID 5042 05 01 1080 and 5042 05 01 1090

Together with the building and improvements situated upon said property; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor in accordance with the Fort Lauderdale Community Redevelopment Agency Streetscape Enhancement Program Agreement dated February 19, 2025 entered into by Mortgagor and Mortgagee (the "Agreement").

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as set forth below, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above-described Note and this Mortgage as such payments become due.
2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.
3. To keep the improvements now existing or hereafter erected on the mortgaged property insured as required in the Agreement and as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
4. To permit, commit, or suffer no waste or impairment of the mortgaged property.

5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.

6. If the buildings are not kept insured as provided, or if the Mortgagor defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.

7. This mortgage lien shall extend to and include all rents and profits of the mortgaged property. In the event of foreclosure the court is authorized to appoint a receiver of the mortgaged property and to apply such rents or profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

8. If any provision of this Mortgage is breached, then the unpaid principal balance, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

9. The agreements and promises of the Note(s) secured hereby and of this Mortgage and the Agreement are intended to be covenants running with the land or of any interest therein, to be binding on the respective promisors, their heirs, legal representatives and assigns, and to inure to the benefit of the respective promises, their heirs, legal representatives and assigns.

10. The lien hereby created shall cease and become null and void upon complete performance of all the covenants, stipulations and agreements contained in this Mortgage, the Note(s) which it secures, and the Agreement.

11. The Mortgagee and Mortgagor have entered into the Agreement pursuant to which the indebtedness evidenced by the Note(s) is being incurred by the Mortgagor. The Mortgagor covenants and agrees that any breach of the terms of such Agreement, as same may be amended from time to time, by the Mortgagor shall constitute a breach and default under this Mortgage entitling the Mortgagee herein to declare the entire unpaid principal sum secured hereby, together with interest then accrued, immediately due and payable and to enforce collection thereof by foreclosure or otherwise.



12. Privilege is reserved to prepay this note and mortgage, in whole or in part, at any time without notice and without penalty.

13. Mortgagee shall give written notice to Mortgagor of any event of default under this Mortgage or the Note and Mortgagor shall have thirty days in which to cure said default. All notice shall be given in the manner provided in the Agreement.


**SIGNATURE PAGE TO FOLLOW**

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

**MORTGAGOR:**

WITNESSES:

WEST SISTRUNK PLAZE LLC, a Florida  
limited liability company

  
\_\_\_\_\_  
Robert C. Wojcik

[Witness print or type name]

914 Sistrunk Blvd #200  
Fort Lauderdale FL 33311

Address

By:   
\_\_\_\_\_  
Alvin Lewis, Manager

  
\_\_\_\_\_  
Cynthia DeTorres

[Witness print or type name]

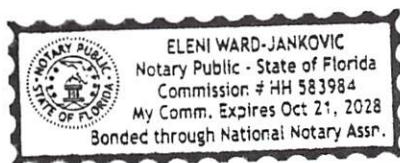
914 Sistrunk Blvd #200  
Fort Lauderdale, FL 33311

Address

STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27<sup>th</sup> day of January, 2024, by ALVIN LEWIS, as Manager of West Sistrunk Plaze LLC, a Florida limited liability company on behalf of the company. He is personally known to me or has produced FL Driver License and (NA) as identification.

(SEAL)



Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 10/21/2028  
HH 583984  
Commission Number

RECEIVED

THE UNITED STATES DEPARTMENT OF THE INTERIOR

WASHINGTON, D. C.

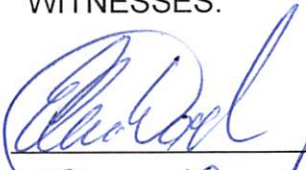
OFFICE OF THE SECRETARY

DIVISION OF LAND MANAGEMENT  
BUREAU OF LAND MANAGEMENT  
WASHINGTON, D. C.  
OFFICE OF THE SECRETARY  
DIVISION OF LAND MANAGEMENT

**MORTGAGOR:**

WEST SISTRUNK PLAZE LLC, a Florida  
limited liability company

**WITNESSES:**

  
\_\_\_\_\_  
Eleni Ward

[Witness print or type name]

914 Sistrunk Blvd., #200  
Fort Lauderdale, FL 33311  
Address

  
\_\_\_\_\_  
Ineth Detora

[Witness print or type name]

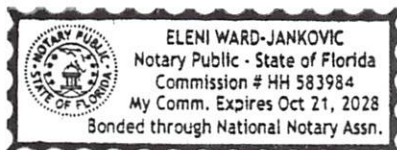
914 Sistrunk Blvd #200  
Fort Lauderdale FL 33311  
Address

By:   
\_\_\_\_\_  
Lavetrick Lewis, Manager

STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 27<sup>th</sup> day of January, 2024,  
by LAVETTRICK LEWIS, as Manager of West Sistrunk Plaze LLC, a Florida limited  
liability company on behalf of the company. He is personally known to me or has produced  
FL Driver License and (N/A) as identification.

(SEAL)



Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

  
\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 10/21/2028  
HH 583984  
\_\_\_\_\_  
Commission Number

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RECEIVED  
JAN 11 1962  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C.

**EXHIBIT "G"**

**NOTE**



THIS INSTRUMENT PREPARED BY:

Lynn Solomon  
City Attorney's Office  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

\$50,000.00

Fort Lauderdale, Florida

*January 27*, 2025

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned West Sistrunk Plaze, LLC, a Florida Limited Liability Company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) or so much as shall be advanced under this Note.

- I. TERM: The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Streetscape Enhancement Program Agreement between Maker and Agency dated \_\_\_\_\_, 2025 (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- II. 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 Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the property is not sold or transferred for a five (5) year period following the Project Completion Date and the Property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally described in the Mortgage within five (5) years from the Project Completion Date; or (2) should there be any

uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest on this Note shall be made in lawful money of the United States paid at:

Fort Lauderdale Community Redevelopment Agency  
914 NW 6<sup>th</sup> Street, # 200  
Fort Lauderdale, FL 33301

or such other place as shall be designated by the holder of this Note in writing.

- IV. SECURITY: This Note is secured by a Mortgage on real estate by Maker in favor of Agency dated January 27, 2024 duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.
- V. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.
- VI. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

Maker:

**West Sistrunk Plaze, LLC**  
a Florida Limited Liability Company

By: 

Title: Manager

Print Name: Alvin Lewis