



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

RUSH 12

SECTION 1 | SUMMARY INFORMATION

Date: 9-25-25

☐ Agenda Item ☐ Commission Memo ☐ Letter (to external agency) ☐ Other Document

Document Title/Purpose: Satisfaction of Mortgage - Madheishan Lorraine Gill (2150 NW 6th St.)

Commission Meeting Date: 04-15-25 CAM #: 25-0449 Item #: R-2

CAM attached: ☒ Yes ☐ No Action Summary Attached: ☒ Yes ☐ No CIP FUNDED: ☐ Yes ☐ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 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. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CRA Router Name: Erica Keiser Ext: 6088

Department: _____ Router Name: _____ Ext: _____

Department Approval (Director/Chief): Name: _____ Init.: _____ Date: _____

*Return Document To: Elvi Ward-Burkovic Department: CRA Ext: 8228

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☐ Yes ☐ No

Is the attached Granicus document final? ☒ Yes ☐ No Number of Originals Attached: 1

Attorney's Name: Lynn Sdoman Approved as to Form: ☒ Yes ☐ No Initials: [Signature]

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: 9-25-25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 1

Route to CMO Date: 09/25/25 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: SEP120 Date Received: 9/25/25 Received From: CLD

To CM/ACM: ☐ R. Williams ☒ C. Cooper ☐ Y. Matthews ☐ B. Rogers

Approved Init.: [Signature] for continuous routing to **Rickelle Williams, City Manager/Executive Director**

Disapproved: _____ Comments: _____

Executive Assistant Route to CCO Date: 9/26/25

Space Reserved for Recording Information

PREPARED BY AND RETURN TO:

Lynn Solomon, Esquire
City of Fort Lauderdale
1 East Broward Blvd., Ste. 1320
Fort Lauderdale, FL 33301

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter "Mortgagee"), the holder of a Second Mortgage given by **Markteisha Lorraine Gill**, a single person (hereinafter "Mortgagor"), dated October 15, 2021 and recorded October 21, 2021 at Instrument No. 117676569, of the Public Records of Broward County, Florida, given to secure obligations under the Declaration of Homebuyer Restrictive Covenants dated October 15, 2021 and recorded October 21, 2021 at Instrument No. 117676570, of the Public Records of Broward County, Florida, on the following described properties, situated, lying and being in Broward County, Florida:

See attached Exhibit "A" [Legal Description]

Property Address: 2150 NW 6th Street,
Fort Lauderdale, FL 33311

Mortgagor has satisfied all conditions of the Declaration of Homebuyer Restrictive Covenants and Mortgagee does hereby acknowledge satisfaction and discharge of said Second Mortgage and Declaration of Homebuyer Restrictive Covenants and hereby directs cancellation of same of record.

Pursuant to Resolution No. 25-10 (CRA) adopted by the City Commission of the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency, the Executive Director is authorized to execute this Satisfaction of Mortgage on behalf of the Fort Lauderdale Community Redevelopment Agency.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 26th day of September, 2025.

WITNESSES:

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

Joseph Andrew Jordan
Witness #1 Name [Signature]

Joseph Andrew Jordan
Witness #1 Name [Printed]

101 NE 3rd Ave.
Fort Lauderdale, FL 33301
Witness #1 Address

Rickelle Williams
Rickelle Williams, Executive Director

Ernan Williams
Witness #2 Name [Signature]

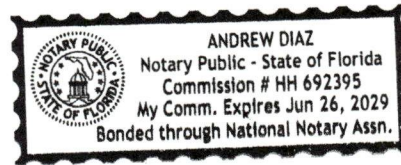
Ernan Williams
Witness #2 Name [Printed]

101 NE 3rd Ave.
Fort Lauderdale, FL 33301
Witness #2 Address

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of September, 2025, by Rickelle Williams, as 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.

Andrew Diaz
Notary Public, State of Florida



Andrew Diaz
Name of Notary Typed, Printed or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Approved as to form and correctness:
D'Wayne M. Spence, Interim General Counsel

Lynn Solomon
Lynn Solomon, Assistant General Counsel

Exhibit "A"
Legal Description

A PORTION OF LOT 1, BLOCK 2 "RIVER GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25 OF SAID BLOCK 2, THENCE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF LOTS 7 AND 25 OF SAID BLOCK 2, A DISTANCE OF 185.00 FEET; THENCE NORTH 87°45'09" EAST, ALONG A LINE 15.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 303.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 36.51 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 37.32 FEET; THENCE SOUTH 87°45'09" WEST, A DISTANCE OF 10.51 FEET; THENCE SOUTH 02°14'51" EAST, A DISTANCE OF 52.85 FEET; THENCE SOUTH 87°45'09" WEST, A DISTANCE OF 5.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 06°46'33", A DISTANCE OF 2.96 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°28'18" WEST, A DISTANCE OF 17.32 FEET; THENCE NORTH 02°14'51" WEST, A DISTANCE OF 87.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



**CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY**

CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned Markteisha L. Gill who under oath states as follows:

1. I have been and am still the owner and occupant of the following described property ("Property") which has been and remains my principal residence since entering into a **Declaration of Restrictive Covenant** (the "Covenant") in favor of the Fort Lauderdale Community Redevelopment Agency.

Legal Description: [See attached Exhibit "A"]

Property Address: 2150 NW 6th Street, Fort Lauderdale, Florida 33311

2. I have not leased or sold the Property, nor have I transferred ownership of the Property, since entering into the **Covenant** in favor the Fort Lauderdale Community Redevelopment Agency.

3. I understand that failure to live up to any of the requirements of the program as described in but not limited to, the **Covenant** I signed for the benefit of the Fort Lauderdale Community Redevelopment Agency, or its successors and/or assigns, will be considered an event of default and as such will subject me to all remedies available by law and in equity to the Fort Lauderdale Community Redevelopment Agency.

ACKNOWLEDGEMENT: I acknowledge that the information I have deposed to and stated herein is true and accurate and that I am liable to the terms and agreements of the Covenant I signed for the benefit of the Fort Lauderdale Community Redevelopment Agency and to penalties prescribed thereof.

WARNING: The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in penalties as provided for by Federal, State and/or Local laws, which may result in imprisonment.

FURTHER AFFIANT SAYETH NAUGHT. Done this 23 of SEPTEMBER, 2025.

Markteisha L. Gill

Address: 2150 NW 6th Street, Fort Lauderdale, Florida 33311
Folio #: 504205540190

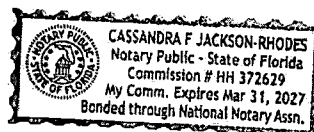


CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of September, 2025 by Markteisha L. Gill.

Cassandra F. Jackson-Rhodes
Signature of Notary Public, State of Florida



Cassandra F. Jackson-Rhodes
Name of Notary, Typed, Printed or Stamped

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced Florida Driver License



EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 2 "RIVER GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

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SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	2150 NW 6 STREET, FORT LAUDERDALE FL 33311	ID #	5042 05 54 0190
Property Owner	GILL, MARKTEISHA LORRAINE	Millage	0312
Mailing Address	2150 NW 6 ST FORT LAUDERDALE FL 33311	Use	01-04
Abbr Legal Description	RIVER GARDENS 19-23 B POR LOT 1 BLK 2 DESC AS: COMM SW COR LOT 25 SAID BLK 2, N 185, E 303.50 TO POB, E 36.51, S 37.32, W 10.51, S 52.85, W 5.19 TO P/C, WLY 2.96, W 17.32, N 87.95 TO POB AKA: BLDG 3 LOT 19 RIVER GARDEN TOWNHOMES		

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

* 2025 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$14,640	\$368,430	\$383,070	\$261,740	
2024	\$35,260	\$334,250	\$369,510	\$254,370	\$654.70
2023	\$35,260	\$211,710	\$246,970	\$246,970	\$622.10

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$383,070	\$383,070	\$383,070	\$383,070
Portability	0	0	0	0
Assessed/SOH 23	\$261,740	\$261,740	\$261,740	\$261,740
Homestead 100%	YES	YES	YES	YES
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 03	\$261,740	\$261,740	\$261,740	\$261,740
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
10/15/2021	SWD-Q	\$259,900	117676567

Land Calculations

Price	Factor	Type
\$5.50	2,661	SF
Adj. Bldg. S.F. (Card, Sketch)		1753
Units/Beds/Baths		1/3/2.5
Eff./Act. Year Built: 2022/2021		

Special Assessments

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

This instrument prepared by:
Lynn Solomon
City Attorney's Office
Fort Lauderdale CRA
914 Sistrunk Blvd., Suite 200
Fort Lauderdale, Florida 33301

Record and return to:
Fort Lauderdale CRA
914 Sistrunk Blvd, Suite 200
Fort Lauderdale, FL 33311

[Space above line reserved for recording office use]

SECOND MORTGAGE

Note To Recorder: This Second Mortgage does not secure the payment of indebtedness owed by Mortgagor to Mortgagee. Rather, it secures the performance obligations of Mortgagor to Mortgagee under the Declaration of Restrictive Covenant identified in this Second Mortgage. As a result, no State of Florida Documentary Stamp Tax and no Non Recurring Intangible Personal Property Tax are due and payable as a result of the execution and recordation of this Second Mortgage.

THIS MORTGAGE entered into on October 15th, 2021, between Markteisha Lorraine Gill, a single person, hereinafter called, "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, 914 Sistrunk Blvd., Suite 200, Fort Lauderdale, FL 33311, hereinafter called "Mortgagee".

WITNESSETH: That to secure obligations under the Declaration of Restrictive Covenant in favor of the Fort Lauderdale Community Redevelopment Agency, hereinafter called "DRC", bearing even date herewith, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the DRC or this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL right, title and interest in that certain lot, piece or parcel of land more particularly described as follows:

LEGAL DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO

Also Known As:

Street Address: 2150 NW 6th Street, Fort Lauderdale, FL 33311

Broward County Property ID: 504205-05-54-0190

This Second Mortgage is subject and subordinate to that first mortgage in favor of NP INC, ISAOA/ATIMA ("Senior Mortgage").

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now on hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be used for, or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

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

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

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

1. The Mortgagor shall promptly pay all amounts due and owing upon violation of the obligations under the DRC and all other charges and indebtedness provided therein and, in this Mortgage, at the times and in the manner provided in the DRC and in this Mortgage.
2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and DRC were executed and delivered to secure all obligations under the DRC the same being incorporated herein verbatim and made a specific part of this Mortgage by reference.
4. The Mortgagor shall maintain the Mortgaged Property in good condition and state of repair and shall not suffer or permit any waste to any part thereof and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of any improvements on the Mortgaged Property.

6. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the Mortgaged Property hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage. Unless otherwise required by the Mortgagee, all such insurances shall be affected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefore required (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in this Mortgage upon the renewal date and in the amount of such premium required by this Mortgage.

(b) In the event of loss or damage to the Mortgaged Property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment there under for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the Mortgaged Property damaged. In the event of foreclosure or deed in lieu of foreclosure of the Senior Mortgage or assignment of the Senior Mortgage to HUD, any provisions herein or any provisions in any collateral agreement restricting the use of the Property shall automatically and permanently terminate upon such foreclosure, deed in lieu of foreclosure and have no further force or effect on any subsequent owners or purchasers of the Property.

7. The Mortgagor reserves the right to prepay at any time all or any part of the obligations under the DRC, without the payment of penalties or premiums.

8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the DRC and this Mortgage requiring the payment of any amount of money by the Mortgagor and other charges, as provided in the DRC, the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), thereon from the date of such payment shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

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

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

(a) Default under the DRC and failure to pay the amount owed under the DRC which have become due under the terms of the DRC or this Mortgage.

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

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

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

(e) The sale, lease, transfer, or disposition of the Mortgaged Property, or any part thereof, as provided in the DRC. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the DRC shall become, or may be declared to be, immediately due and payable are in the DRC and this Mortgage called "events of default".

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

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

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

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

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

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

16. Notice and demand or request may be made in writing and may be served in person or by mail.

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

18. Intentionally Omitted.

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

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

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

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.

WITNESS:

Ann Marie Shaw

Print name:

Ann-Marie S. Shaw

MORTGAGOR(s):

Markteisha Lorraine Gill

Print name: Markteisha Lorraine Gill

WITNESS:

Jeffrey Korengold

Print name:

Jeffrey Korengold

STATE OF FLORIDA
COUNTY OF BROWARD

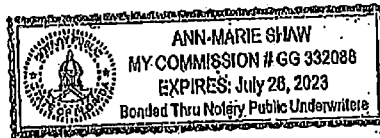
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on October 15, 2021, by Markteisha Lorraine Gill.

Ann Marie Shaw

Notary Public signature

Ann-Marie S. Shaw

Name Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ✓

Type of Identification Produced

FL DL

APPROVED AS TO FORM:

Alain E. Boileau, General Counsel

Lynn Solomon

Lynn Solomon (Oct 15, 2021 10:57 EDT)

Lynn Solomon, Assistant General Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 2 "RIVER GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25 OF SAID BLOCK 2, THENCE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF LOTS 7 AND 25 OF SAID BLOCK 2, A DISTANCE OF 185.00 FEET; THENCE NORTH 87°45'09"EAST, ALONG A LINE 15.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 303.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 36.51 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 37.32 FEET; THENCE SOUTH 87°45'09" WEST, A DISTANCE OF 10.51 FEET; THENCE SOUTH 02°14'51" EAST, A DISTANCE OF 52.85 FEET; THENCE SOUTH 87°45'09" WEST, A DISTANCE OF 5.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 06°46'33", A DISTANCE OF 2.96 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°28'18" WEST, A DISTANCE OF 17.32 FEET; THENCE NORTH 02°14'51" WEST, A DISTANCE OF 87.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

PREPARED BY AND RETURN TO:

Lynn Solomon, Esq.
Assistant General Counsel
Fort Lauderdale CRA
914 Sistrunk Blvd., Suite 200
Fort Lauderdale, FL 33311

DECLARATION OF HOMEBUYER RESTRICTIVE COVENANTS

THIS DECLARATION OF HOMEBUYER RESTRICTIVE COVENANTS (the "Declaration") is made and entered into on October 15, 2021, by Markteisha Lorraine Gill, a single person (the "Homebuyer").

WHEREAS, the Fort Lauderdale Community Redevelopment Agency (the "Agency") is a special district created pursuant to Chapter 163, Part III, Florida Statutes; and

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

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

WHEREAS, on May 14, 2019, the Fort Lauderdale Community Redevelopment Agency, issued a Notice of Intent to Dispose of Fort Lauderdale Community Redevelopment Agency Property within the Redevelopment Area and specifically located at 2162 Sistrunk Boulevard (NW 6th Street) and 2130-2140 Sistrunk Boulevard (NW 6th Street), Fort Lauderdale, Florida, (the "Agency Parcels"); and

WHEREAS, STKR Sistrunk, LLC ("Developer") and the Agency entered into an agreement pursuant to which Developer purchased the Agency Parcels, and the Agency provided Developer with a forgivable loan in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) under the Agency's Development Incentive Program (the "Agency Loan"), for use by Developer in developing and constructing a twenty-five unit townhome project (each a "Townhome" or collectively "Townhomes"), River Garden Townhomes (the "Project"), on an assemblage of the Agency Parcels and additional property owned by Developer adjacent to the Agency Parcels; and

WHEREAS, in partial consideration for the Agency Loan, the Agency and Developer agreed that the Townhomes would be sold at a maximum purchase price in the amount of \$259,900.00 ("Approved Purchase Price") intended to be significantly below market value; and

WHEREAS, in furtherance of the Agency's interest in eliminating slum and blight and creating opportunities for affordable home ownership within the Redevelopment Area, those persons who benefit from the purchase of a Townhome at the Approved Purchase Price shall agree to certain covenants and restrictions concerning their ownership and use of the Townhomes; and

WHEREAS, pursuant to Resolution 19-10 (CRA) adopted by the Board of Commissioners of the Agency on August 20, 2019, the Board of Commissioners authorized the Agency to sell the Agency Parcels and to extend the Agency Loan, along with certain restrictions including, but not limited to, certain covenants and restrictions to be imposed upon purchasers of the Townhomes; and

WHEREAS, Homebuyer is the purchaser of that certain Townhome at the Project with an address of 2150 NW 6th Street, Fort Lauderdale, FL 33311, as more particularly described on Exhibit "A" attached hereto (the "Residence"), and the making of this Declaration is in partial consideration of the purchase of the Residence.

NOW, THEREFORE, in consideration of the Agency and Developer making the Residence available for purchase at the Approved Purchase Price, Homebuyer covenants, agrees and declares as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. Minimum Holding Period. Homebuyer shall not lease or sell or transfer title to the Residence, nor list the Residence for sale or transfer for a minimum of two (2) years ("Minimum Holding Period") from recordation of this Declaration, and shall hold fee simple title to the Residence for the duration of the Minimum Holding Period (for purposes of this Declaration "sale" shall mean the execution of a Purchase and Sale Agreement between Homebuyer and a purchaser and lease shall mean a grant of possession to a third party for payment); if the Homebuyer breaches this Declaration by leasing the Residence, then the Agency shall recover the gross amount of all rental income paid or payable to Homebuyer pursuant to any such lease; or if the Homebuyer breaches this Declaration by selling the Residence prior to the expiration of the Minimum Holding Period, then the Agency shall recover from Homebuyer damages in an amount equal to one hundred percent (100%) of the Homebuyer's gain on the sale of the Residence, which is defined as the difference between the gross price of the Residence as purchased from Developer and the gross sales price of the Residence when sold or transferred by the Homebuyer in violation of this Declaration, exclusive of any reasonable and customary real estate commissions, customary closing costs, or other reasonable expenses incidental to such sale. This payment obligation shall be secured by a mortgage on the Residence.

3. Primary Residence. Homebuyer shall occupy the Residence as its primary residence, and shall be prohibited from leasing the Residence, or any portion thereof, to third parties. This prohibition against leasing the Residence is independent of and has no effect on the validity or enforcement of any similar obligations imposed by the Developer.

4. Hardship Situations. Agency recognize that certain situations giving rise to the sale or transfer of the Residence during the Minimum Holding Period would not be inconsistent with the purpose of this Declaration. Accordingly, the Agency may, in its sole and absolute discretion, decide on a case by case basis, to consent to the sale and transfer of the Residence during the Minimum Holding Period. Furthermore, the Agency shall not unreasonably withhold consent to a sale or transfer of the Residence in the following instances (each a "Hardship Situation"):

- a. A documented job transfer of the Homebuyer to a location which would make commuting from the Residence an undue hardship; or
- b. Death of the Homebuyer; or
- c. Transfer by devise or inheritance to a spouse or child; or
- d. Transfer by operation of law to a surviving joint tenant; or
- e. Transfer to a spouse pursuant to the terms of a final judgment of dissolution of marriage or court-approved property settlement agreement; or

If the Agency permits any sale or transfer pursuant to a Hardship Situation, the Agency may condition such sale or transfer upon the transferee's acceptance of title subject to this Declaration for the period of time remaining in the Minimum Holding Period.

5. Covenant Running with the Land. This Declaration shall constitute a covenant running with the land, and shall remain in full force and effect and be binding upon the Homebuyer and its successors and assigns until such time as the same is modified, released or expired. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the Residence, Townhomes within the Project, persons residing within the Redevelopment Area, and for the public welfare.

6. Automatic Termination of Declaration. The covenants and restrictions set forth in this Declaration shall automatically terminate and be of no further force or effect on the date which is two (2) years from the date of recordation of this Declaration, unless a lawsuit is pending in a court of competent jurisdiction.

7. Enforcement and Remedies for Breach. Enforcement of the Declaration shall be by action against any party or person violating, or attempting to violate, any provision of this Declaration by foreclosure on the Mortgage securing the obligations under this Declaration or other legal or equitable remedy. The Agency shall be deemed a beneficiary of this Declaration with the power to enforce the terms and conditions hereof. If Homebuyer breaches, violates or fails to perform or satisfy any of the covenants or restrictions set forth in this Declaration, the Agency shall have the following remedies:

a. Agency may bring an action against the Homebuyer for specific performance, to enforce the covenants and restrictions of this Declaration; or

b. Seek the recovery of damages against the Homebuyer for the breach of the covenants and restrictions of this Declaration. If the Agency elects to seek damages for Homebuyer's breach of this Declaration, the Agency shall be entitled to recover the following:

(1) if the Homebuyer breaches this Declaration by leasing the Residence, then the Agency shall recover as damages the gross amount of all rental income paid or payable to Homebuyer pursuant to any such lease; or

(2) if the Homebuyer breaches this Declaration by selling the Residence prior to the expiration of the Minimum Holding Period, then the Agency shall recover from Homebuyer damages in an amount equal to one hundred percent (100%) of the Homebuyer's gain on the sale of the Residence, which is defined as the difference between the gross price of the Residence as purchased from Developer and the gross sales price of the Residence when sold or transferred by the Homebuyer in violation of this Declaration, exclusive of any reasonable and customary real estate commissions, customary closing costs, or other reasonable expenses incidental to such sale;

(3) file a foreclosure action under the Mortgage.

c. In the event that the Agency is required to enforce this Declaration as a result of a Homebuyer breach, then in addition to any Agency remedy at law or in equity, the prevailing party shall also be entitled to recover its reasonable costs and attorney's fees for having to take any action to enforce this Declaration, including paralegal fees, whether incurred before initiating a legal action, and whether incurred at the trial level or at the appellate level.

8. No Unreasonable Restraint. Homebuyer acknowledges and agrees that the provisions and restrictions set forth in this Declaration do not constitute an unreasonable restraint upon alienation of the Residence.

9. Severability. The provisions of this Declaration shall be independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision of this Declaration.

10. Mortgagee Protection Provisions. Notwithstanding anything to the contrary in this Declaration, Homebuyer may encumber the Residence as security for an acquisition loan made by an institutional lender.

- a. Subordination. Agency hereby acknowledges and agrees that a violation of this Declaration by Homebuyer shall not defeat or render invalid the lien of any first or second mortgage or deed of trust in favor of an institutional lender and made in good faith and for value by Homebuyer, and that the covenants and provisions of this Declaration shall be inferior and subordinate to the lien of any such first or second mortgage or deed of trust made by an institutional lender, whether recorded concurrently with or subsequent to the Deed conveying the Residence to Homebuyer.
 - b. Termination on Foreclosure. This Declaration is subject and subordinate to any first or second priority deed of trust or mortgage on the Residence made by or held by an institutional lender. This Declaration shall automatically terminate if title to the Residence is transferred by foreclosure or deed-in-lieu of foreclosure under a power of sale contained in such a first or second priority mortgage or deed of trust recorded against the Residence in the Public Records of Broward County, Florida.
 - c. HUD or VA Insured or Guaranteed Mortgages. If Homebuyer has acquired the Residence by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development, or guaranteed by the United States Department of Veteran's Affairs, then this Declaration shall automatically terminate if title to the Residence is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured or guaranteed mortgage is assigned to the Secretary of the VA.
 - d. Insurance Proceeds and Condemnation Award. In the event the Residence is damaged or destroyed, or in the event of condemnation, Agency shall have no claim or right to any proceeds relating to the Residence and such proceeds shall be held and distributed in accordance with the terms of any lien on the Residence, in their order of priority.
11. Modification, Amendment and/or Release. This Declaration may be modified, amended, or derogated as to the Residence, only by a written instrument executed by the Agency, with a joinder and consent from any and all mortgagees.
12. Recording. This Declaration shall be filed of record in the public records of Broward County, Florida, and Homebuyer shall bear the expense of recording same.
13. Authority. Homebuyer represents that it has the authority to enter into this Declaration and it is binding on the Homebuyer. The individual signing this Declaration has the power and authority to execute this Declaration on behalf of Homebuyer.

Signed on October 15, 2021.

WITNESSES:

Ann Marie Shaw
Print Name: Ann Marie Shaw

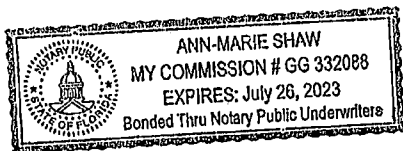
Jeffrey Kravitz
Print Name: Jeffrey Kravitz

HOME BUYER:

Markteisha Lorraine Gill
Print name: Markteisha Lorraine Gill

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on October 15, 2021 by Markteisha Lorraine Gill, by means of ☒ physical presence or ☐ online notarization. She is personally known to me or has produced FL DL as identification, and did not take oath.



Ann Marie Shaw
Notary Public, State of Florida

My Commission expires: 7/26/2023

EXHIBIT "A"
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SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

ROLL CALL

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

MOTIONS

M-1 25-0451 Motion Approving Minutes for April 1, 2025, Community Redevelopment Agency Board Meeting Minutes - (Commission Districts 2 and 3)

APPROVED

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

RESOLUTIONS

R-1 25-0405 Resolution Approving CRA Funding in the Amount of \$500,000 for Lateral Sewer Connections for Infill Housing in the CRA Area; Authorizing the Executive Director to Execute Any and All Related Instruments; and Delegating Authority to the Executive Director to Take Certain Actions - (Commission Districts 2 and 3)

ADOPTED

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

R-2 25-0449 Resolution Adopting a Policy for the Issuance of Satisfaction of Mortgages, Full and Partial Releases, Releases of Restrictive Covenants and Other Instruments for the Northwest-Progresso-Flagler Heights Community Redevelopment Area and the Central City Community Redevelopment Area; Authorizing the Executive Director to Execute Any and All Related Instruments; and Delegating Authority to the Executive Director to Take Certain Actions - (Commission Districts 2 and 3)

ADOPTED

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

PUBLIC HEARINGS