



CITY MANAGER
CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 13 | Revision Date: 09/29/2025

SECTION 1 | SUMMARY INFORMATION

Date: 11-24-25

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: CEA (Arlidge & Laramore) Non-Profit Grant Agre.,
2) Recognition to Leasehold Mtgs, 3) Ground Lease, 4) And. 3 Restated
Dev. Agre.

Commission Meeting Date: 11-4-25 CAM #: 25-09103 Item #: 2-1

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: CAO Router Name: Erica Keiper Ext: 6088

Department: _____ Router Name: _____ Ext: _____

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

*Return Document To: Erica Keiper Department: CAO Ext: 6088

*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: 5

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

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: 11-24-25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

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

Route to CMO Date: _____ Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: _____ Date Received: _____ Received From: _____

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

Approved Init.: _____ for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: _____ Comments: _____

CMO Executive Assistant Route to: CCO | HR | OMB | Other: _____ Date: _____

SIGN HERE

This document prepared by:
Stacey-Ann M. Rowe, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Return recorded document to:
Lisa Wight
Broward County Housing Finance Authority
110 N.E. 3rd Street, Suite 300
Fort Lauderdale Florida 33301

Tax Parcel Numbers:

5042-04-06-0930
5042-04-06-0940
5042-04-06-0950
5042-04-06-0960
5042-04-12-0030
5042-04-12-0040
5042-04-12-0050

(For Recorder's Use Only)

HOME-ARP DECLARATION OF COVENANTS AND RESTRICTIONS
(SISTRUNK APARTMENTS)

This HOME-ARP Declaration of Covenants and Restrictions ("Declaration") is made this 11th day of December, 2025, by SISTRUNK APARTMENTS, LLC, a Florida limited liability company ("Project Owner"), whose mailing address is c/o Magellan Housing LLC, 2035 North Miami Avenue, Unit #101, Miami, Florida 33127.

WITNESSETH:

- A. County is a recipient of HOME American Rescue Plan grant funding ("HOME-ARP") from the United States Department of Housing and Urban Development ("HUD"), pursuant to the American Rescue Plan Act of 2021 (Public Law 117-2), as amended, with HOME-ARP implementing rules and regulations set forth in: (i) HUD Notice CPD-21-10; (ii) the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act; and (iii) 24 C.F.R. Part 92 (collectively the "HOME-ARP Regulations").
- B. Project Owner is lawfully seized of the leasehold estate in that certain parcel of real property located in Broward County, Florida, as legally described on **Exhibit A**, attached hereto and made a part hereof ("Property").
- C. Project Owner entered into that certain HOME-ARP Loan Agreement dated as of even date herewith ("Loan Agreement"), under which Broward County, a political subdivision of the State of Florida ("County") will make a loan ("Loan") to Project

Owner in the principal sum of up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), to be used for the construction and development of a mixed-use development upon the Property, consisting of seventy-two (72) multifamily affordable housing residential rental units ("Units"), commercial spaces, and related amenities and improvements ("Project").

- D. Project Owner acknowledges and agrees that HOME-ARP Funds (as defined in the Loan Agreement) under County's HOME American Rescue Plan Program will be provided to Project Owner for the construction and development of multifamily affordable housing residential rental units on the Property.
- E. Project Owner and County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, Project Owner declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved only subject to these covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
- 2. Restrictive Covenants. The Property shall only be used for the purpose of constructing, developing and operating the Project. At least nine (9) of the multifamily affordable housing residential rental units in the Project ("HOME-ARP Assisted Units"), shall meet the affordability and eligibility requirements of the HOME-ARP Regulations, and the Rules and Regulations of HUD (as defined in the Loan Agreement), and shall be rented subject to the following restrictions:
 - a. At least nine (9) of the total Units shall be designated as HOME-ARP Assisted Units.
 - b. One hundred percent (100%) of the HOME-ARP Assisted Units shall be rented to an individual or a family who meets the affordability, eligibility, and standards of a HOME-ARP Qualifying Household as set forth in HUD Notice CPD-21-10 and the Rules and Regulations of HUD.
 - c. At least seven (7) of the HOME-ARP Assisted Units shall be rented to one or more natural persons or a family whose total annual adjusted gross household income does not exceed sixty percent (60%) of the median annual adjusted gross income for Broward County, adjusted for family size.

- d. At least two (2) of the HOME-ARP Assisted Units shall be rented to one or more natural persons or a family whose total annual adjusted gross household income does not exceed fifty percent (50%) of the median annual adjusted gross income for Broward County, adjusted for family size.
 - e. The HOME-ARP Assisted Units in the Project shall not, at any time, be (i) utilized on a transient basis, (ii) used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, nursing home, hospital, sanitarium, rest home, trailer court or park, or (iii) rented for initial lease periods of less than six (6) months. No part of the Property will, at any time, be owned or used by a cooperative housing corporation or converted to condominium.
 - f. The HOME-ARP Assisted Units shall meet the initial rents and the procedures for rent increase required under HUD Notice CPD-21-10, 24 C.F.R. Part 92.252, and 24 C.F.R. Part 983.203, and the utility allowance required under 24 C.F.R. Part 92.252.
3. Land Use Restriction Period. At all times during the Land Use Restriction Period (as hereinafter defined), Project Owner shall ensure that all HOME-ARP Assisted Units comply with the rental restrictions in Section 2 of this Declaration and Section 11 of the Loan Agreement.
4. Covenants Run with the Land. The covenants, restrictions, servitudes, rights, and privileges granted, made, and conveyed in this Declaration shall run with the land and be binding upon Project Owner, its heirs, grantees, successors, and assigns, and all subsequent owners of the Property (whether fee simple or leasehold). For the purposes of this Declaration, the Property and all portions thereof shall be the servient tenement and County shall be the dominant tenement. This Declaration shall begin upon recordation as provided in Section 10 of this Declaration. This Declaration shall be effective upon recordation in the Official Records of Broward County, Florida, and shall remain in effect for a period of fifty (50) years commencing on the Completion Date (as defined in the Loan Agreement) ("Land Use Restriction Period"). This Declaration shall be extinguished and released by County in accordance with the terms contained herein at the expiration of the Land Use Restriction Period.
5. Enforcement. County is the beneficiary of these covenants and restrictions and, as such, County may enforce these covenants and restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which County prevails, County shall be entitled to recover reasonable attorneys' fees and costs in the trial and appellate courts. Any forbearance on behalf of County to exercise its rights in the event of

the failure of Project Owner to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of County's rights hereunder in the event of any subsequent failure of Project Owner to comply.

6. Waiver, Severability, Law, Venue. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Section 7. Any waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This Declaration shall be construed in accordance with the laws of Florida and venue for any dispute over its terms shall be Broward County, Florida.
7. Partial Amendment or Termination. If Project Owner desires to use the Property, or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants and restrictions, Project Owner may apply to County for an amendment or termination of these covenants and restrictions as to the particular affected portion of the Property. Because Project Owner accepted these covenants and restrictions as a condition of the Loan or any portion thereof as an inducement to County to make the Loan, it shall be in the sole discretion of the Broward County Board of County Commissioners whether to modify or terminate these covenants and restrictions as to any portion of the Property. Any such amendment or termination shall be approved by the Board of County Commissioners of Broward County, Florida, and apply only to such portion of the Property that is specifically referenced in the amendment or termination.
8. Compliance. Project Owner shall comply with the covenants, restrictions, terms and conditions of this Declaration. If Project Owner fails to comply with the provisions and requirements of this Declaration, County shall have the right to enforce the terms of the Mortgage (as defined in the Loan Agreement), Note (as defined in the Loan Agreement), and this Declaration.
9. Recordation. Project Owner shall record this Declaration in the Official Records of Broward County, Florida.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Project Owner has executed this Declaration as of the day and year first written above.

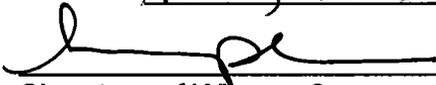
WITNESSES:



Signature of Witness 1

Joseph Bequiristain
Print Name of Witness 1

Address: 1450 Brickell Ave, 23rd floor
Miami, FL 33131



Signature of Witness 2

Katherine Pinedo
Print Name of Witness 2

Address: 1450 Brickell Ave, 23rd floor
Miami, FL 33131

PROJECT OWNER:

SISTRUNK APARTMENTS, LLC, a Florida limited liability company

By: Sistrunk Apartments Manager, LLC, a Florida limited liability company, its Manager

By: Magellan Housing LLC, a Florida limited liability company, its Manager

By: 

Nikul A. Inamdar, Member

JOINDER AND CONSENT BY FEE OWNER

The undersigned, FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, being the fee simple owner of the Property ("Property Owner"), hereby joins into and consents to the foregoing Declaration of Covenants and Restrictions and agrees to be bound by it upon termination or expiration of the leasehold estate held by Project Owner.

Signed, witnessed, executed and acknowledged this [9th day of December, 2025]

PROPERTY OWNER:

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

By: Rickelle Williams
Rickelle Williams, Executive Director

WITNESSES:

Ashley K. Dixon
Signature of Witness #1

Ashley K. Dixon
Print Name of Witness #1
Address: 101 NE 3rd Ave Ste 2100
Fort Lauderdale, FL 33301

Andrew Diaz
Signature of Witness #2

Andrew Diaz
Print Name of Witness #2

Address: 101 NE 3rd Ave.
Ste 2100, Fort Lauderdale FL 33301

ATTEST:

By: David R. Soloman
David R. Soloman,
vCRA Secretary

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

By: Lynn Solomon
Lynn Solomon,
Assistant General Counsel

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing Declaration of Covenants and Restrictions was acknowledged before me by means of physical presence or online, this 9 day of December, 2025 by Rickelle Williams, 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.

Gina Rizzuti-Smith
Notary Public, State of Florida



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

Gina Rizzuti-Smith
Name of Notary Typed, Printed or Stamped

Personally Known OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

Legal Description

That leasehold interest created by that Ground Lease by and between Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, as Lessor, and Sistrunk Apartments, LLC, a Florida limited liability company, as Lessee, dated as of December 1, 2025, recorded herewith, over the following described lands:

PARCEL 1:

Lots 9, 10, 11 and 12, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat thereof, as recorded in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.

PARCEL 2:

Lot 2, Block 5, Less Road, of FIRST ADDITION TO TUSKEGEE PARK, a subdivision of Section Four (4), Township Fifty (50) South, Range Forty-Two (42) East, a subdivision according to the plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida.

PARCEL 3:

Lots 5, 6, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat thereof, as recorded in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.

PARCEL 4:

Lots 3 and 4, Block 5, Less Road, FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida.

PARCEL 5:

Lots 5 and 6, Block 5, FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 9, Page(s) 65, Public Records of Broward County, Florida.

Less and except therefrom:

That portion of Lots 5 and 6, Block 5 of FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 9, Page 65, Broward County

records, described as follows:

Begin at the Northwest corner of said Lot 5: thence go South $89^{\circ} 45' 50''$ East along the North line of Lots 5 and 6, 77.52 feet to the Northeast corner of Lot 6: thence South $00^{\circ} 04' 10''$ West along the East line of Lot 6, 33.18 feet: thence North $89^{\circ} 55' 50''$ west, 5 feet to an intersection with a circular arc concave to the Southwest, the tangent of said arc bearing North $00^{\circ} 04' 10''$ East: thence Northwesterly along said arc having a radius of 20 feet and a central angle of $89^{\circ} 46'$, an arc distance of 31.33 feet to a point of tangency on a line 35 feet South of and parallel to the North boundary of the SE 1/4 of section 4, Township 50 south, Range 42 east: thence North $89^{\circ} 41' 50''$ West along said parallel line, 52.62 feet to the west line of Lot 5: thence North $00^{\circ} 08' 10''$ East along said west line, 13.19 feet to the Point of Beginning.

PARCEL 6:

Lots 7 and 8, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat thereof, as recorded in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.