

**DOCUMENT ROUTING FORM**

(2) ✓ CMO 2/7 4 orgs  
of each document  
2/8/2013 (L)

NAME OF DOCUMENT: HOUSING AUTHORITY / SECON AMENDMENTS TO  
(1) DECLARATION OF RESTRICTIVE COVENANTS  
(2) CONVEYANCE, DEVELOPMENT AND USE AGREEMENT

Approved Comm. Mtg. on February 5, 2013 CAR# 13-0190

ITEM:  M - 8  PH -       O -       CR -       R     

Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER     

Also attached:  copy of CAR  copy of document  ACM Form  #      originals

By:      forwarded to:       
Initials

1.) Approved as to Content: A. B...  
Department Director

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by      Date:       
Finance Director

Amount Required by Contract/Agreement \$      Dept./Div.     

FUNDING SOURCE: Index/Sub-object      Project #     

3.) City Attorney's Office: Approved as to Form #      Originals to City Mgr. By:     

Harry A. Stewart      Cole Copertino      Robert B. Dunckel       
Ginger Wald      D'Wayne Spence      Paul G. Bangel       
Carrie Sarver      DJ Williams-Persad     

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward #      originals to Mayor.

6.) Mayor: Please sign as indicated and forward #      originals to Clerk.

7.) To City Clerk for attestation and City seal.

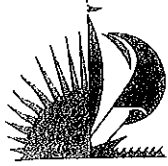
**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: retains one original of each document & forward one of each to Bob Duncke  
~~document and forwards xxxxx original documents to~~

Copy of document to       Original Route form to     

Attach      certified copies of Reso. #       Fill-in date

2/8  
VCC



Venice of America

CITY OF  
FORT LAUDERDALE

Direct Line: (954) 828-5036

February 8, 2013

Robert Lochrie, Esq.  
Lochrie & Chakas, P.A.  
1401 East Broward Boulevard, Suite 200  
Fort Lauderdale, FL 33301  
Fax: (954) 779-1117

Re: Second Amendment / Housing Authority of Fort Lauderdale  
Declaration of Restrictive Covenants  
Conveyance, Development and Use Agreement

Dear Mr. Lochrie:

Enclosed please find one fully-executed original of each of the above-referenced Agreements. The second originals are on file in the City Clerk's Office.

Please coordinate recording of the enclosed Agreements and provide this Office with recorded copies of same.

Thank you for your kind attention and consideration in this matter.

Very truly yours,

ROBERT B. DUNCKEL  
Assistant City Attorney

LARBDO\LETTERS\2013\0039TE.DOC

Enclosures

cc: Tam English, Executive Director / Housing Authority of Fort Lauderdale  
Michael Syme, Esq. [MSyme@cohenlaw.com]  
Wendy Gonyea, Assistant City Clerk IV (no attachs)

#813

CITY CLERK  
2013 FEB 11 PM 4: 58

OFFICE OF THE CITY ATTORNEY

100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301  
TELEPHONE: (954) 828-5940, FAX (954) 828-5915

www.fortlauderdale.gov



500 LEJ 11 SM # 26  
OLD TOWN

**SECOND AMENDMENT  
TO  
CONVEYANCE, DEVELOPMENT AND USE AGREEMENT**

THIS Second Amendment to Conveyance, Development and Use Agreement is entered this 5th day of February, 2013 by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation,  
P.O. Drawer 14250, Fort Lauderdale, FL 33302-4250, hereinafter  
"SELLER" or "CITY"

and

**THE HOUSING AUTHORITY OF THE CITY OF FORT  
LAUDERDALE**, a public entity organized under the laws of the  
State of Florida, its successors and assigns, 437 S.W. 4th  
Avenue, Fort Lauderdale, FL 33315 ("AUTHORITY" or "BUYER")

**RECITALS**

A. On March 13, 2008, CITY and AUTHORITY entered into a Conveyance, Development and Use Agreement respecting the conveyance, development and use of certain real property described therein.

B. On September 3, 2008, the Conveyance, Development and Use Agreement was consummated with the conveyance by CITY to AUTHORITY by Special Warranty Deed of properties described therein, said Special Warranty Deed being recorded at Official Records Book 45808, Page 1615 of the Public Records of Broward County, Florida.

C. That attached to and incorporated in that Special Warranty Deed was a Declaration of Restrictive Covenants which embodied the continuing performance conditions imposed AUTHORITY flowing from the Conveyance, Development and Use Agreement.

D. That the obligations flowing from the Conveyance, Development and Use Agreement that were intended to survive the closing which was consummated with the execution and delivery of the aforementioned Special Warranty Deed have been merged into the Declaration of Restrictive Covenants.

NOW, THEREFORE, in exchange of the mutual covenants contained herein and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which is agreed to, CITY and AUTHORITY agree as follows:

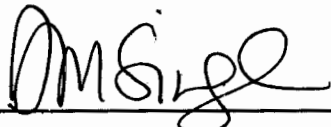
1. **Recitals.** The foregoing recitals are true and correct.

Second Amendment to  
Conveyance, Development and Use Agreement  
City / Housing Authority

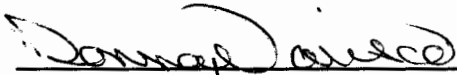
2. **Merger.** The covenants within the Conveyance, Development and Use Agreement that were intended to survive the closing which was consummated with the execution and delivery of the aforementioned Special Warranty Deed, have been merged into the surviving Declaration of Restrictive Covenants and are of no further force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

  
\_\_\_\_\_


maxine A Swagh  
[Witness-print or type name]

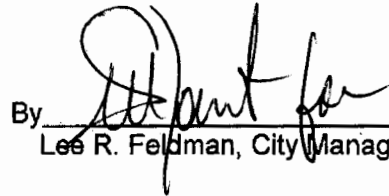
  
\_\_\_\_\_

Donna Kerise  
[Witness-print or type name]


(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

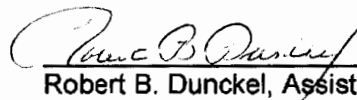
  
By \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

  
By \_\_\_\_\_  
Lee R. Feldman, City Manager

ATTEST:

  
\_\_\_\_\_  
Jonda K. Joseph, City Clerk

Approved as to form:

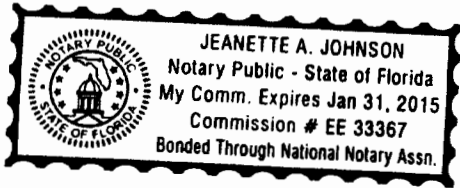
  
\_\_\_\_\_  
Robert B. Dunckel, Assistant City Attorney



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2013, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2013, by Suzanne M. Torriente for: LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. She is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

DONNA M. SAMUDA  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: January 30, 2017

EE 842025  
Commission Number

*QESD*

WITNESSES:

THE HOUSING AUTHORITY OF THE  
CITY OF FORT LAUDERDALE

*Shawn Dewar*  
SHAWN DEWAR  
[Witness-print or type name]

By *Tam A. English*  
Tam A. English, Executive Director


*Marie P. Coby*  
MARIE P. Coby  
[Witness-print or type name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of February, 2013, by TAM A. ENGLISH, Executive Director, The Housing Authority of the City of Fort Lauderdale. He is personally known to me and did not take an oath.

(SEAL)

*Rebecca J. Walter*  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

 REBECCA JO WALTER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE225168  
Expires 8/15/2016

REBECCA JO WALTER  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

L:\REALPROP\2013\HACFL\HOME Funds\2ndAmConveyanceAgr.doc

Conveyance, Development and Use Agreement  
City / Housing Authority

*RJD*

This instrument prepared by:  
Robert B. Dunckel,  
Assistant City Attorney  
City of Fort Lauderdale  
P.O. Drawer 14250  
Fort Lauderdale, FL 33302-4250

**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS**

This Second Amendment to Declaration of Restrictive Covenants ("**Second Amendment**") is made this \_\_\_\_ day of February, 2013 by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation,  
100 North Andrews Avenue, Fort Lauderdale, FL 33301, its  
successors or assigns ("**CITY**")

and

**HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE**,  
a public body corporate and body politic, pursuant to the authority  
granted in Section 421.08, Florida Statutes, 437 S.W. 4<sup>th</sup> Avenue,  
Fort Lauderdale, FL 33315, its successors or assigns ("**AUTHORITY**")

R E C I T A L S

A. By Special Warranty Deed ("**Deed**") dated September 3, 2008, CITY conveyed to AUTHORITY certain lands described therein, said Deed being recorded at Official Records Book 45808, Page 1615 of the Public Records of Broward County, Florida; and

B. That the Deed made reference to a Declaration of Restrictive Covenants ("**Declaration**") which Declaration was attached to the Deed and by acceptance of the Deed, AUTHORITY also accepted the terms and conditions of the Declaration, which Declaration appears at Official Records Book 45808, Pages 1619 through 1636 of the Public Records of Broward County, Florida; and

C. AUTHORITY revitalized a portion of the lands described in the Deed and Declaration by transferring a portion of such land to Northwest Properties I, Ltd. ("**Phase I**") and constructing thereon 143 low-income rental units (the "**Phase I Development**").

D. CITY and AUTHORITY entered into the First Amendment to Declaration of Restrictive Covenants dated June 2, 2010 (the "**First Amendment**") to permit the revitalization of Phase I;



E. AUTHORITY is presently preparing to revitalize the property described in Exhibit "A" by transferring such lands to Northwest Properties II, Ltd., a Florida limited partnership ("**Partnership**"); and

F. CITY and AUTHORITY have amended the Conveyance, Development and Use Agreement ("**Conveyance Agreement**") which serves as the basis of the Declaration, pursuant to that certain Second Amendment to the Conveyance, Development and Use Agreement of even date herewith ("**Second Amended Conveyance Agreement**") and desire to amend the Declaration in order to reflect the revitalization of a portion of the lands described in the Declaration.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree to amend the Declaration as follows:

1. The foregoing recitals are true and correct.

2. CITY acknowledges and consents to the transfer of the property described on Exhibit "A" hereto ("**Phase II Revitalization Property**") pursuant to a long-term ground lease from the AUTHORITY to the Partnership. The Phase II Revitalization Property, together with certain other property (collectively, "**Phase II Development**") will be utilized to develop new affordable housing.

3. The term "Parcels" as used in this Second Amendment to the Declaration shall mean the property described in Exhibit "B" attached hereto.

4. The Declaration, Article 4, entitled Development and Use as Affordable Housing is hereby amended as follows:

. . .

4.2 Description of Buildings and Improvements. The Construction Project shall be constructed upon the Parcels conveyed in accordance with applicable Building Code(s), ordinances and all other applicable City, County, State and Federal laws, rules, regulations, ordinances and requirements. Construction must meet the new construction standards set forth in 24 CFR Part 92. The Construction Project consists of the construction of at least 38 rental units constructed on the Parcels conveyed. ~~The development of the Phase I Development shall consist of 143 rental units comprised of 114 low-income units, and 29 very low-income units which the parties agree shall satisfy the requirement to build 24 of the 38 rental units to be constructed on the Parcels. AUTHORITY and CITY agree that 14 additional rental units will be constructed by AUTHORITY on the remaining Parcels.~~ The development of the Phase II Development shall consist of 128 rental units comprised of 115 low-income units and 13 very low-income units, which the parties agree shall satisfy the requirement to build the remaining 14 rental units to be constructed on the Parcels. The term "Rental Project" shall mean the 24 rental units developed in

the Phase I Development and the 14 rental units developed in the Phase II Development.

. . . .

4.4 Schedule of Development of Project. As to the Phase I Revitalization Property, AUTHORITY shall, on or before December 31, 2010, commence construction of the Buildings and Improvements thereon. As to the Phase II Revitalization Property, AUTHORITY shall, on or before March 31, 2013, commence construction of the Buildings and Improvements thereon. Within twenty-four (24) months of the effective date of this Second Amendment AUTHORITY shall commence construction of the Buildings and Improvements on Parcels A, D, E, F, G & H. Construction on a Parcel shall be deemed to have commenced upon issuance of a building permit for vertical construction of the Buildings and Improvements thereon. In the event construction of the Phase I Revitalization is not commenced within the time set forth above, the First Amendment shall become forthwith become null and void and of no further force and effect. In the event construction of the Phase II Revitalization is not commenced within the time set forth above, the Second Amendment shall forthwith become null and void and of no further force and effect. AUTHORITY shall substantially complete construction on a parcel and secure Certificate(s) of Occupancy and Certificates of Completion for all Buildings and Improvements thereon within eighteen (18) months from commencement of construction of each respective Phase of Development such parcel, unless extended by other provisions of this Agreement or separate agreement signed by CITY through its City Manager.

. . . .

4.4.2. Any Parcel conveyed upon, which construction has not commenced on or before June 1, 2012 as to Phase I Development or December 31, 2013 as to Phase II Development, shall, upon the request of CITY, be reconveyed to CITY without cost and free of any liens, encumbrances, restrictions or other defects in title which had not attached to the Parcel prior to or contemporaneous with conveyance of title to the Parcel from CITY to AUTHORITY.

. . . .

5. The Declaration, Article 7, entitled Declaration of Restrictive Covenants from the Amended Conveyance Agreement is hereby amended as follows:

. . . .

7.4 Enforcement. CITY may enforce the Declaration in any judicial proceeding in any court of competent jurisdiction seeking any remedy cognizable at law or in equity, including an action or suit seeking damages, against the AUTHORITY, in addition, CITY may enforce the Declaration with regard to the Parcels, excluding the Phase I Revitalization Property and the Phase II Revitalization Property, with an action seeking injunctive relief, specific

performance, enforcement of judicial forfeiture of AUTHORITY's title and enforcement of CITY's reversionary interest in the Parcel(s) conveyed (provided, however, that for the purposes of ~~this~~ the First Amendment and Second Amendment CITY relinquishes its right of enforcement of judicial forfeiture of AUTHORITY'S title as to Parcels "B", "C" and "I"), or any other form of relief, against any person, firm, or entity violating or attempting to violate any term or condition of this Agreement or the Declaration. The failure of CITY to enforce any provision contained in this Agreement shall in no event be deemed a waiver of such provision or of the right of CITY to thereafter enforce such provision. The enforcing party, as the prevailing party in any such litigation shall be entitled to award of court costs and reasonable attorney's fees at both the trial and appellate levels. For the purposes of enforcement of the Agreement and Declaration, it is stipulated that a violation thereof constitutes irreparable injury for which there is no adequate remedy at law.

7.7.3 Reverter. Notwithstanding anything herein to the contrary, if AUTHORITY fails to enter into a ground lease for the ~~Phase I Revitalization Property on or before December 31, 2010~~ Phase II Revitalization Property on or before December 31, 2013 or if AUTHORITY fails to complete construction of the units of the ~~Phase I Revitalization Property as described in Section 4.2 of this First Amendment to Declaration on or before December 31, 2012~~ Phase II Revitalization Property as described in Section 4.2 of this Second Amendment to Declaration on or before December 31, 2014, subject to an extension for a force majeure event, then CITY shall have the right to terminate this ~~First~~ Second Amendment to Declaration of Restrictive Covenants and ~~the Conveyance Agreement shall be reinstated.~~

6. The Declaration, Article 8, entitled "Default; Remedies; Reversionary Interest" is hereby amended to read as follows:

8.3 Remedy. In the event AUTHORITY shall fail to timely cure a Material Default, then CITY shall have the right to commence judicial proceedings for appropriate enforcement, provided, however, that any such action to enforce CITY's reversionary interest (judicially enforced possibility of reverter) may proceed only in accordance with the provisions set forth in this Article.

8.3.1 Reversionary Interest. As to the Parcels, excluding Phase I Revitalization Property and Phase II Revitalization Property, CITY shall retain a reversionary interest in the Parcel(s) conveyed, such reversionary interest being in the nature of a possibility of reverter which may only be judicially enforced. CITY's reversionary interest may only be enforced by CITY filing an action to terminate the estate or interest of AUTHORITY in the affected Parcel(s) conveyed upon AUTHORITY's failure to timely cure a Material Default under the terms hereof. Upon judicial termination of

AUTHORITY's estate or interest in the Parcel(s) conveyed, AUTHORITY shall yield up and surrender the Parcel(s) quietly to CITY, together with all rents and revenues therefrom, which shall thereupon and thereafter belong to CITY free and clear of any and all rights, claims, liens or encumbrances by, through, or under the AUTHORITY.

8.3.2 Other. CITY may seek any relief cognizable at law or in equity, except as provided in Sec. 8.3.1 above, including, but not limited to the right to seek damages from AUTHORITY in an amount equal to the damages incurred by CITY to HUD arising out of AUTHORITY'S failure to cure a Material Default.

7. This Second Amendment to Declaration shall be given effect as of December 31, 2012.

8. In the event and to the extent that there is any conflict between the terms and conditions of the Declaration of Restrictive Covenants, the First Amendment and the terms and conditions of this Second Amendment to Declaration, then the terms and conditions of this Second Amendment to Declaration shall supersede and prevail over any such conflicting terms in the underlying Declaration.

9. In all other respects, the parties ratify and confirm the Declaration of Restrictive Covenants, as amended by the First and Second Amendments.

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SIGNATURES ON NEXT PAGE

A handwritten signature in black ink, appearing to be the initials 'ABD' with a stylized flourish.

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully-executed on the date set forth above.

WITNESSES:

[Signature]

Maxine A. Singer  
[Witness-print or type name]

[Signature]

Donna Varisco  
[Witness-print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: [Signature]  
John P. "Jack" Seiler, Mayor

By: [Signature]  
Lee R. Feldman, City Manager

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Robert B. Dunckel,  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2013, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



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

Jeannette A. Johnson  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/31/15

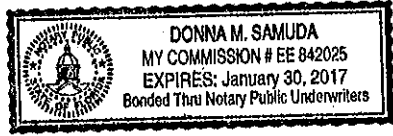
Commission Number EE 33367

[Handwritten initials]

*Susanne M. Torriente for:*

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2013, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



*Donna M. Samuda*

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

DONNA M. SAMUDA

Name of Notary Typed, Printed or Stamped

My Commission Expires January 30, 2017

EE 842025

Commission Number

*ABD*

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

*Shawn Dewar*  
Shawn Dewar  
[Witness-print or type name]

*Marie C. Coby*  
Marie C. Coby  
[Witness-print or type name]

THE HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE

By: *Tam A. English*  
Tam A. English, Executive Director

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of February, 2013, by TAM A. ENGLISH, Executive Director, The Housing Authority of the City of Fort Lauderdale. He is personally known to me and did not take an oath.

(SEAL)



REBECCA JO WALTER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE225168  
Expires 8/15/2016

*Rebecca Jo Walter*  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

REBECCA JO WALTER  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

Second Amendment to Declaration of Restrictive Covenants  
City of Fort Lauderdale  
Housing Authority of the City of Fort Lauderdale

*Handwritten initials*

## EXHIBIT A

The following parcels constitute the "Phase II Revitalization Property":

Lots 27 through 36, inclusive, all in Block 274, Progresso, according to the Plat thereof, as recorded at Plat 2, Page 18 of the Dade County Public Records; said lands situate lying and being in Broward County, Florida.

Being the same property shown as;

Parcel "B" in that Special Warranty Deed from the City of Fort Lauderdale to the Housing Authority of the City of Fort Lauderdale dated September 3, 2008 and recorded in Official Records Book 45808, Page 1615 on November 14, 2008.





## EXHIBIT B

Parcel "A" - 740 N.W. 10th Terrace

Lots 1 and 2, Block 274, PROGRESSO, according to the Plat thereof, as recorded at Plat Book 2, Page 18, of the Dade County Public Records; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 4942-34-06-7350

Parcel "B" - 700 Blk. N.W. 11th Avenue

Lots 27 through 36, Block 274, PROGRESSO, according to the Plat thereof, as recorded at Plat Book 2, Page 18, of the Dade County Public Records; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 4942-34-06-7490

Parcel "C" - 600 Blk. N.W. 10th Avenue

Lots 1 through 6, Block 330, PROGRESSO, according to the Plat thereof, as recorded at Plat Book 2, Page 18, of the Dade County Public Records; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 4942-34-07-8540

Parcel "D" - 1200 Blk. N.W. 7th Street

Lot 11, Block "B" HOME BEAUTIFUL PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 47 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-04-0260

Parcel "E" - 650 N.W. 14th Avenue

Lots 28 and 29, Block 1, LINCOLN PARK CORRECTED PLAT, according to the Plat thereof, as recorded in Plat Book 5, Page 2 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-11-0140

Parcel "F" - 746 N.W. 14th Way

Unnumbered Block 9, LINCOLN PARK CORRECTED PLAT, according to the Plat thereof, as recorded in Plat Book 5, Page 2 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-11-1280

Parcel "G" - 911 N.W. 12th Terrace

Lots 8 and 9, Block 6, LINCOLN PARK 4th ADDITION, AMENDED, according to the Plat thereof, as recorded in Plat Book 7, Page 35 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-15-0292

Parcel "I" - 700 Blk. N.W. 11th Avenue

Lots 11 and 12, Block 330, PROGRESSO, according to the Plat thereof, as recorded at Plat Book 2, Page 18, of the Dade County Public Records; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 4942-34-07-8570

*QBD*