PREPARED BY AND RETURN TO: Patricia SaintVil-Joseph, Esquire City of Fort Lauderdale 100 N. Andrews Ave Fort Lauderdale, FL 33301

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Purchase Assistance Program Second Mortgage and Promissory Note given by **Virgel Lee Bolden and Rosa Mae Bolden**, as Trustees of the Virgel Lee Bolden and Rosa Mae Bolden Revocable Living trust, (hereinafter "Mortgagors"), dated November 11, 2020 and recorded December 1, 2020 in Official Records Instrument Number 116896219 of the Public Records of Broward County, Florida, given to secure the sum of **Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$298,000.00)** on the following described properties, situated, lying and being in Broward County, Florida.

Lot 13, 14, in Block "A", HOME BEAUTIFUL PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 47, of the Public Records of Broward County, Florida; LESS AND EXCEPT that portion of Lot 13 described as follows: Begin at the Southeast corner of said Lot 13; thence North 89 degrees 31'30" West along the South line thereof, 50 feet to the Southwest corner of said Lot 13; thence North 00 degrees 01'40" East along the West line thereof, 10.14 feet to a line 35 feet North of and parallel to the South boundary of the NE ¼ of Section 4, Township 50 South, Range 42 East, thence South 89 degrees 41'50" East along said parallel line, 50 feet to the East line of Lot 13; thence South 00 degrees 01'40" West along said East Line, 19.29 feet to the Point of Beginning.

Property Address:

1227 NW 6th Street.

Fort Lauderdale, Florida 33312

or

1227 Sistrunk Blvd.

Fort Lauderdale, Florida 33312

Mortgagee has received full payment of the Mortgage and does hereby acknowledge satisfaction and discharge of said Mortgage and hereby directs cancellation of same of record.

Pursuant to Resolution No. 17-282 adopted by the City Commission of the City of Fort Lauderdale, the City Manager is authorized to execute this Satisfaction of Mortgage on behalf of the City of Fort Lauderdale, Florida.

Page 1 of 2

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 17 day of 17 day of 17 day of 18 day of

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Sonia Sierra

From: Rachel Williams

Sent: Tuesday, October 24, 2023 5:46 AM

To: Sonia Sierra; Angella Walsh

Cc: Avis Wilkinson

Subject: Re: Satisfaction request-Payoff- Virgil & Rosa Bolden- 1227 Sistrunk Boulevard Fort

Lauderdale, FL 33311

Hi Sonia,

There is no balance. The client repaid everything that was spent on the project. The un spent balance was released back into the grant account and spent for other eligible projects. I believe you received all the documents to show that HUD canceled the project.

Sent from my T-Mobile 5G Device

Get Outlook for Android

From: Sonia Sierra <SSierra@fortlauderdale.gov> Sent: Monday, October 23, 2023 3:53:26 PM To: Angella Walsh <AWalsh@fortlauderdale.gov>

Cc: Avis Wilkinson < A Wilkinson @fortlauderdale.gov>; Rachel Williams < R Williams @fortlauderdale.gov>

Subject: RE: Satisfaction request-Payoff- Virgil & Rosa Bolden- 1227 Sistrunk Boulevard Fort Lauderdale, FL 33311

HI Angella,

I have received all the documents. Please provide an accounting of what is going from the payment to what expenses. There seems to be a balance left of \$93, 204.17? What amount am I satisfying? And you provided a Mortgage with out the recording information please provide that as well.

Best Regards, Sonia Sierra

Paralegal

1 East Broward Blvd., Suite 1605 Fort Lauderdale, FL 33301 (954) 828-5598 | ssierra@fortlauderdale.gov



Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Angella Walsh <AWalsh@fortlauderdale.gov>
Sent: Wednesday, October 18, 2023 11:39 AM
To: Sonia Sierra <SSierra@fortlauderdale.gov>

Cc: Avis Wilkinson <AWilkinson@fortlauderdale.gov>; Rachel Williams <RWilliams@fortlauderdale.gov> Subject: Satisfaction request-Payoff- Virgil & Rosa Bolden- 1227 Sistrunk Boulevard Fort Lauderdale, FL 33311

Hi Sonia, I am trying to send documents for Satisfaction for Virgil & Rosa Bolden. I am having issues attaching all documents at once. I will try to send documents separately.

Angella Walsh | Administrative Assistant City of Fort Lauderdale | City Manager's Office

Housing & Community Development Division 914 Sistrunk Boulevard, Suite 103 Fort Lauderdale, FL 33311

Ph: 954-828-4523 Fax: 954-847-3754

awalsh@fortlauderdale.gov

Avis Wilkinson

From:

Jeff Tottenhoff

Sent:

Wednesday, December 29, 2021 12:01 PM

To:

Avis Wilkinson

Subject:

RE: Reimbursement for Bolden CDBG Project in amount of \$91,374.97 HUD # 2365

OK, thanks.

From: Avis Wilkinson < AWilkinson@fortlauderdale.gov>

Sent: Wednesday, December 29, 2021 11:57 AM **To:** Jeff Tottenhoff < JTottenhoff@fortlauderdale.gov>

Cc: Bruce Freund <BFreund@fortlauderdale.gov>; Akilah Grant <AGrant@fortlauderdale.gov>; Kenyatta York Black

<KBlack@fortlauderdale.gov>

Subject: Reimbursement for Bolden CDBG Project in amount of \$91,374.97 HUD # 2365

Hi Jeff.

I will be sending a check by hand delivery for reimbursement of CDBG Funds in the amount of \$91,374.97 for the Virgil Lee Bolden and Rosa Mae Bolden Capital Funded Project. I have attached documentation. Thanks.

Avis A. Wilkinson | Assistant Housing & Community Development Manager & SHIP Administrator

City of Fort Lauderdale | City Manager's Office Housing & Community Development Division 914 NW 6th Street(Sistrunk),Suite 103

Fort Lauderdale, FL 33311

Ph: 954-828-4513 Fax: 954-847-3754

awilkinson@fortlauderdale.gov



This program does not discriminate based on race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law".

Avis Wilkinson

Merdine Mitchell 62 & I Cloud. Com

From: Avis Wilkinson

Sent: Friday, December 3, 2021 10:59 AM overviewservicesinc@gmail.com

Subject: RE: Bolden Building Invoices for expenditures of \$91,374.47

Good morning Tommie,

This is just a follow-up to the outstanding amount due back to the City of \$91,374.97. Please advise me when the payment will be made.

Avis A. Wilkinson | Assistant Housing & Community Development Manager & SHIP

Administrator

City of Fort Lauderdale | City Manager's Office Housing & Community Development Division 914 NW 6th Street(Sistrunk),Suite 103

Fort Lauderdale, FL 33311

Ph: 954-828-4513 Fax: 954-847-3754

awilkinson@fortlauderdale.gov



This program does not discriminate based on race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law".

From: Avis Wilkinson

Sent: Tuesday, October 19, 2021 9:48 AM **To:** overviewservicesinc@gmail.com

Subject: FW: Bolden Building Invoices for expenditures of \$91,374.47

Good morning Tommie,

As per our discussion on yesterday attached are the documentation for all expenditures totaling \$91,374.97. For repayment, please certified check payable to City of Fort Lauderdale and in your memo section put repayment for Bold V & R Enterprises-Bolden Trust-1227 Sistrunk Blvd.

From: Akilah Grant < AGrant@fortlauderdale.gov>

Sent: Tuesday, October 19, 2021 7:51 AM

To: Avis Wilkinson < A Wilkinson @fortlauderdale.gov>

Subject: RE: Bolden Building Invoices for expenditures of \$91,374.47

Good morning Ms. Avis,

Please see attached as requested.

Thanks!

From: Avis Wilkinson < AWilkinson@fortlauderdale.gov>

Sent: Tuesday, October 19, 2021 7:27 AM **To:** Akilah Grant < <u>AGrant@fortlauderdale.gov</u>>

Subject: Bolden Building Invoices for expenditures of \$91,374.47

Importance: High

Good morning Akilah,

Please provide me copies of all the invoices for the Bolden Building for the total draw amount of \$91,374.47.

Avis A. Wilkinson| Housing Programs Supervisor/SHIP Administrator City of Fort Lauderdale | City Manager's Office Housing & Community Development Division 914 NW 6th Street(Sistrunk),Suite 103 Fort Lauderdale, FL 33311

Ph: 954-828-4513 Fax: 954-847-3754

awilkinson@fortlauderdale.gov



This program does not discriminate based on race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law".



PREPARED BY AND RETURN TO: Lynn Solomon City Attorney's Office City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE is made this 19th day of Qualist , 2020.

WHEREAS, in furtherance of the Plan (defined herein), and pursuant to duly convened public meetings, a certain Fort Lauderdale Community Redevelopment Agency Property and Non-Residential Façade Improvement Program Agreement dated Muguch 21, 2020, (the "Agreement") was executed by and between Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes ("Agency") and Virgil Lee Bolden and Rosa Mae Bolden, as Trustees of the Virgil Lee Bolden and Rosa Mae Bolden Revocable Living Trust ("Owner") and V&R Family Enterprises, Corp., a For Profit Florida Corporation, such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida, and such Agreement being in connection with improvements to the Property described in Exhibit "A" owned by Developer; and

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

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

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

WHEREAS, in order to effectuate the terms and conditions contained in the

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Agreement, and the goals and objectives of the Community Redevelopment Plan, as amended, it is necessary and proper to create this Declaration of Restrictive Covenants; and

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

- 1. <u>Construction and Intent.</u> This Declaration shall be construed and interpreted in conjunction with the terms set forth in the Agreement, as same may be amended from time to time, provided, however, that it is the intent of the Owner that only those sections of the Agreement specifically referenced below shall be construed as covenants running with the property.
- 2. Restrictions On Use; Declaration of Restrictive Covenants The Owner and Developer covenants and agrees with the Agency that the Owner and Developer shall maintain and repair the Project after the Completion Date. The Owner and Developer, at their own expense, and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Owner shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

The Owner and Developer further covenant and agree that the Project Site shall be used continuously, managed and operated as a reception hall and event space for the community on the first floor, and affordable rental housing units on the second floor, as permitted and authorized under the ULDR except as prohibited herein, on the Property for which Agency funding was provided for a period of five (5) years commencing on the date the improvements are complete ("Project Completion Date"). The Owner and Developer further agree that the building shall not be used for those non-permitted uses as provided in the Unified Land Development Regulations ("ULDR") and shall not be used for the following: (i) adult uses as such term is defined in Section 47-18.2 of the ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space); or (iv) liquor store; or (v) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date.

WITNESSES:	Virgil Lee Bolden and Rosa Mae Bolden Revocable Living Trust
S. Huzhus	By:
Stermie Huchey	Virgil Lee Bolden, as Trustee
[Witness print or type name]	. 1
Municipally-Withen	By: Rose Robert
Witness print or type name]	Rosa Mae Bolden, as Trustée
STATE OF FLORIDA:	, /
COUNTY OF BROWARD:	1PH / L
The foregoing instrument was acknow	
	nce or □ online notarization Virgil Lee/Bolden a nd irgil Lee Bolden and Rosa Mae Bolden Revocable
Living Trust. They are pers	-
and _	as identification.
(SEAL)	Cherrollo long
(02.12)	Netary Public, State of Florida
	(Signature of Natary taking Acknowledgment)
ARY PURA. ELENI WARD-JANKOVIC	Elenik Dard Leukeric
MY COMMISSION # GG 021626	Name of Notary Typed,
EXPIRES: October 21, 2020 Bonded Timu Budget Natury Services	Printed or Stamped
	My Commission Expires:
	Commission Number

OWNER:

	DEVELOPER:
Stephanie Huarey [Witness print or type name]	V&R Family Enterprises, Corp., a For Profit Florida Corporation Tommy Bolder President
by Tommy Bolden as President of V&	acknowledged before me this 19 day of as of the physical presence or online notarization. R Family Enterprises, Corp., a For Profit Florida. He is personally known to me or has produced as identification. Notary Public, State of Florida (Signature of Notary taking Acknowledgment) Lini Ward and Ovi C Name of Notary Typed, Printed or Stamped My Commission Expires: 16/21 logo Grant Grant Commission Number

Commission Number

EXHIBIT "A" LEGAL DESCRIPTION

Lot 13, 14, in Block "A", HOME BEAUTIFUL PARK, according to the plat thereof recorded in Plat Book 2, Page 47, of the Public Records of Broward County, Florida, LESS AND EXCEPT that portion of Lot 13 described as follows: Begin at the Southeast corner of said Lot 13; thence North 89 degrees 31'30" West along the South line thereof, 50 feet to the Southwest corner of said Lot 13; thence North 00 degrees 01'40" East along the West line thereof, 10.14 feet to a line 35 feet North of and parallel to the South boundary of the NE ¼ of Section 4, Township 50 South, Range 42 East; thence South 89 degrees 41'50' East along said parallel line, 50 feet to the East line of Lot 13; thence South 00 degrees 01'40" West along said Est line, 19.29 feet to the Point of Beginning.

Property ID #: 5042 04 04 0090



7405 LAKE WORTH RD LAKE WORTH, FL 33467

561-239-8782 -DIRECT 561-660-6665 - OFFICE HOLLY@FLORIDATITLECLOSINGS.COM

TITLE REPORT

TODAY'S DATE: 7/25/2023

RECORDS THROUGH DATE: 7/20/2023

PROPERTY DESCRIPTION

ADDRESS: 1227 NW 6 STREET, FORT LAUDERDALE FL 33311 and NW 6 COURT, FORT LAUDERDALE FL 33311 LEGAL DESCRIPTION:

LOT 13, 14, IN BLOCK "A", HOME BEAUTIFUL PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF LOT 13 DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 89 DEGREES 31'30" WEST ALONG THE SOUTH LINE THEREOF, 50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 00 DEGREES 01' 40" EAST ALONG THE WEST LINE THEREOF, 10. 14 FEET TO A LINE 35 FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY OF THE NE 1/4 OF SECTION 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE SOUTH 89 DEGREES 41' 50" EAST ALONG SAID PARALLEL LINE, 50 FEET TO THE EAST LINE OF LOT 13; THENCE SOUTH 00 DEGREES 01' 40" WEST ALONG SAID EAST LINE, 19. 29 FEET TO THE POINT OF BEGINNING.

PROPERTY TAXES

TAX INFORMATION: FOLIO NO. 504204-04-0090; 2022 GROSS TAXES: \$ 6,789.51. TAXES ARE PAID. (LOT 13 BLK A, HOME BEAUTIFUL PARK 2-47 B)

ADDRESS: 1227 NW 6 STREET, FORT LAUDERDALE FL 33311

TAX INFORMATION: FOLIO NO. 504204-04-0100; 2022 GROSS TAXES: \$ 1,718.11. TAXES ARE PAID. (LOT 14 BLK A, HOME BEAUTIFUL PARK 2-47 B)

ADDRESS: NW 6 COURT, FORT LAUDERDALE FL 33311

OWNERSHIP

OWNER OF RECORD:

VIRGIL L. BOLDEN (deceased) and ROSA M. BOLDEN, as Trustees of THE VIRGIL L. BOLDEN AND ROSAM. BOLDEN REVOCABLE LIVING TRUST DATED JULY 7, 2017, and any amendments thereto

TITLE CHAIN:

1. CONVEYANCE

TYPE OF INSTRUMENT: Quit Claim Deed

GRANTOR: VIRGIL LEE BOLDEN (a/k/a VIRGIL L. BOLDEN) and ROSA MAE BOLDEN (a/k/a ROSA M. BOLDEN), husband and wife, individually and as Trustees of THE VIRGIL LEE BOLDEN AND ROSA MAE BOLDEN REVOCABLE LIVING TRUST

GRANTEE: <u>VIRGIL L. BOLDEN and ROSA M. BOLDEN, as Trustees of THE VIRGIL L. BOLDEN AND ROSAM. BOLDEN REVOCABLE LIVING TRUST DATED JULY 7, 2017, and any amendments thereto</u>

RECORDED: <u>12/15/2020</u>, INSTRUMENT #: <u>116929597</u>

2. CONVEYANCE

TYPE OF INSTRUMENT: Warranty Deed

GRANTOR: VIRGIL LEE BOLDEN, a married man, and his wife, ROSA MAE BOLDEN, GRANTEE: VIRGIL LEE BOLDEN AND ROSA MAE BOLDEN REVOCABLE LIVING TRUST

RECORDED: 10/22/2013, OFFICIAL RECORDS BOOK: 50275 PAGE: 19

3. CONVEYANCE

TYPE OF INSTRUMENT: Warranty Deed

GRANTOR: SOUTHEASTERN CONFERENCE ASSOCIATION OFSEVENTH-DAY ADVENTISTS, INC.,

GRANTEE: VIRGIL BOLDEN and ROSA BOLDEN, husband and wife RECORDED: 7/06/2007, OFFICIAL RECORDS BOOK: 44296 PAGE: 1449

ENCUMBRANCES

PROPERTY RESULTS:

- 1. NOTICE OF COMMENCEMENT in favor of <u>P WHITE ROOFING INC</u>, recorded: <u>7/21/2023</u> under instrument Number 118994172
- 2. MORTGAGE in favor of <u>THE FORT LAUDERDALE COMMUNITYREDEVELOPMENT AGENCY</u> in the amount of \$225,000.00 recorded: <u>2/5/2021</u> under Instrument Number <u>117038980</u>.
- 3. MORTGAGE in favor of <u>THE FORT LAUDERDALE COMMUNITYREDEVELOPMENT AGENCY</u> in the amount of \$125,000.00 recorded: <u>2/5/2021</u> under Instrument Number <u>117038983</u>
- 4. MORTGAGE(COMMUNITY DEVELOPMENT BLOCK GRANT (CBDG) PROGRAM MORTGAGE) in favor of <u>CITY OF FORT LAUDERDALE</u> in the amount of \$298,000.00 recorded: <u>12/1/2020</u> under Instrument Number <u>116896219</u>.
- 5. CODE LIEN in favor of <u>CITY OF FORT LAUDERDALE (CASE NO. CE07100941)</u> in the amount of \$50.00 per day recorded: 9/9/2008 in Official Records Book 45667 at Page 1980.
- 6. SPECIAL ASSESSMENT LIEN (PUBLIC NUISANCE) in favor of <u>CITY OF FORT LAUDERDALE (CASE NO.</u> CE18091848) in the amount of \$617.00 recorded: 5/9/2019 under Instrument Number 115793103

NAME RESULTS:

1. CROSS ATTACHING CODE LIEN in favor of <u>CITY OF FORT LAUDERDALE (CASE NO. CE12051951)</u>, recorded: <u>11/02/2012</u> in Official Records Book <u>49214</u> at Page <u>584</u>.

NOTE: ATTACHES TO PROPERTY PREVIOUSLY OWNED BY VIGIL & ROSA BOLDEN

RESTRICTIONS

1. DECLARATION OF RESTRICTIVE COVENANTS by and between <u>FORT LAUDERDALE COMMUNITY</u>
<u>REDEVELOPMENT AGENCY</u>, and <u>VIRGIL LEE BOLDEN AND ROSA MAE BOLDEN</u>, <u>AS TRUSTEES OF THE</u>
<u>VIRGIL LEE BOLDEN AND ROSA MAE BOLDEN REVOCABLE LIVING TRUST</u> and <u>V&R FAMILY ENTERPRISES</u>,
<u>CORP.</u>, a For Profit Florida Corporation, recorded: <u>2/5/2021</u> under Instrument Number 117038982.

NOTE: NON-RESIDENTIAL FARCADE IMPROVEMENT PROGRAM AGREEMENT dated 8/31/2020

2. DECLARATION OF RESTRICTIVE COVENANTS by and between <u>FORT LAUDERDALE COMMUNITY</u>
<u>REDEVELOPMENT AGENCY</u>, and <u>VIRGIL LEE BOLDEN AND ROSA MAE BOLDEN, AS TRUSTEES OF THE</u>
<u>VIRGIL LEE BOLDEN AND ROSA MAE BOLDEN REVOCABLE LIVING TRUST</u> and <u>V&R FAMILY ENTERPRISES</u>,
<u>CORP., a For Profit Florida Corporation</u>, recorded: <u>2/5/2021</u> under Instrument Number 117038979.

NOTE: BUSINESS IMPROVEMENT PROGRAM AGREEMENT DATED 9/3/2020

3. DEVELOPMENT AGREEMENT FOR NON-RESIDENTIAL FAÇADE IMPROVEMENT PROGRAM (\$125.000 or Less) (Inside the Focus Area) by and between <u>FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY</u>, a <u>Community Redevelopment Agency</u> "Agency", and <u>V&R FAMILY ENTERPRISES</u>, <u>CORP.</u>, a <u>For-Profit Florida Corporation</u>, "Developer", recorded: <u>2/5/2021</u> under Instrument Number <u>117038981</u>.

4. DEVELOPMENT AGREEMENT FOR NON-RESIDENTIAL FAÇADE IMPROVEMENT PROGRAM (\$225.000 or Less) (Inside the Focus Area) by and between <u>FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY</u>, a <u>Community Redevelopment Agency</u> "Agency", and <u>V&R FAMILY ENTERPRISES</u>, <u>CORP.</u>, a <u>For-Profit Florida</u> <u>Corporation</u>, "Developer", recorded: <u>2/5/2021</u> under Instrument Number <u>117038978</u>

NOTES

1. PROBATE filed for ESTATE OF VIRGIL LEE BOLDEN under Case # PRC220000483. (Death 9/15/2021)

PETITION FOR FORMAL ADMINISTRATION recorded <u>1/28/2022</u>: under Instrument Number <u>117899754</u>
LETTERS OF ADMINISTRATION dated <u>2/17/2022</u>, recorded <u>2/18/2022</u> under Instrument Number <u>117948515</u>
and recorded <u>2/22/2022</u> under Instrument Number <u>117951558</u>.
NOTE: Appoints TOMMY BOLDEN as personal representative of THE ESTATE OF VIRGIL LEE BOLDEN.

- 2. POWER OF ATTORNEY in favor of <u>VIRGIL L BOLDEN</u> recorded: <u>9/14/2021</u> under Instrument Number 117581134.
- 3. POWER OF ATTORNEY in favor of <u>ROSA M BOLDEN</u> recorded: <u>9/14/2021</u> under Instrument Number 117581133.
- 4. CERTIFICATION OF TRUST filed for THE VIRGIL L. BOLDEN AND ROSA M. BOLDENREVOCABLE LIVING TRUST DATED JULY 7, 2017, as <u>AMENDED by a FIRST AMENDMENT DATED DECEMBER 15, 2020</u> recorded: 12/15/2020 under Instrument Number 116929598

END OF REPORT

		Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler
CR-2	17-1463	Resolution Authorizing the City Manager to Sign Federal and State Agreements and Documents Relating to Entitlement Programs
		ADOPTED
		Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler
CR-3	<u>17-1448</u>	Resolution to Authorize the City Manager to Execute an Easement with Florida Power & Light Company ADOPTED
		Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler
CR-4	<u>17-1005</u>	Resolution of the City Commission of the City of Fort Lauderdale, Florida, Amending Resolution Nos. 16-192, 16-206, and 17-136 to Extend the Term of the Innovative Development (ID) District Advisory Committee and the Terms of the ID District Advisory Committee Members, and Providing for an Effective Date
		ADOPTED
		Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler
CR-5	<u>17-1238</u>	Resolution Adopting the Third Amended and Restated Interlocal Agreement for Public School Facility Planning
		ADOPTED
		Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler
CR-6	<u>17-1440</u>	Resolution Authorizing Affordable Housing Funding Request and Authority to Sign the Local Government Contribution Loan Form and Execute Loan Documents for Sailboat Bend Apartments II - \$783,250
		ADOPTED
		Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler
CR-7	<u>17-1449</u>	Resolution to Amend the Adopted Fiscal Year 2018 Nuisance Abatement Roll ADOPTED

RESOLUTION NO. 17-282

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN AGREEMENTS AND DOCUMENTS RELATED TO FEDERAL AND STATE GRANT PROGRAMS ADMINISTERED BY THE HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF THE CITY OF FORT LAUDERDALE.

WHEREAS, Section 4.01(b) of the Charter of the City of Fort Lauderdale, Florida provides that pursuant to resolution, the execution of certain instruments may be delegated to another person; and

WHEREAS, to facilitate the efficient and timely administration of federal and state grant funds by the Housing and Community Development Division ("HCD") of the City Manager's Office, the City Commission finds that it is in the best interest of the City to delegate authority and designate the City Manager as the proper person to execute certain agreements and documents on behalf of the City of Fort Lauderdale;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Manager is hereby delegated authority to execute and deliver certain agreements and documents in connection with federal and state grant programs such as the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program, Housing Opportunities for Persons with HIV/AIDS (HOWPA) and the State Housing Initiatives Partnership Program (SHIP), all as administered by the Housing and Community Development Division, which authority shall include, but not limited to, authorization to execute HUD certifications, funding agreements, participation agreements, any amendments thereto, and satisfaction of mortgages.

<u>SECTION 2</u>. The City Manager's authority is limited to execution of documents and agreements related to programs and awards approved under the Annual Action Plan, and any amendments thereto, by the City Commission.

RESOLUTION NO. 17-282

That this Resolution shall become effective immediately upon its adoption. SECTION 3.

ADOPTED this the 19th day of December, 2017.

HN P. "JACK" SEILER

ATTEST:

City Clerk JEFFREY A. MODARELLI



#17-1463

TO: Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: December 19, 2017

TITLE: Resolution Authorizing the City Manager to Sign Federal and State Agreements

and Documents Relating to Entitlement Programs

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the City Manager to sign certain agreements and documents in connection with federal and state grant programs including: participation agreements; mortgage and satisfaction of mortgages and subordination agreements related to the HOME Investment Partnerships, Community Development Block Grant, Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program and State Housing Initiatives Partnership Programs.

Background

To expedite the administration of the federal and state grant funds, the Housing and Community Development Division is requesting that the City Manager be given the authority to sign the aforementioned Federal or State grant program agreements and documents to facilitate the requirements of these programs.

Resource Impact

The federal and state grants will reimburse the City for the funds expended on eligible activities.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative included within the Neighborhood Enhancement Cylinder of Excellence, specifically advancing:

- Goal 5: Be a community of strong, beautiful, and healthy neighborhoods.
- Option 2: Ensure a range of housing options for current and future neighbors.

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

Attachment

Exhibit 1- Resolution

Prepared by: Avis A. Wilkinson, Housing Programs Administrator/SHIP

Administrator

Department Director: Mario DeSantis, Acting Housing and Community Development

Manager

Avis Wilkinson

From:

Bruce Freund

Sent:

Wednesday, December 29, 2021 2:44 PM

To:

Avis Wilkinson

Cc:

Jeff Tottenhoff; Akilah Grant; Rachel Williams; Kenyatta York Black

Subject:

Ck received via Larry's Express Delivery

Attachments:

Bolden Trust 1227 Sistrunk Blvd CD172365 xlsx

Avis,

Have check fm V & R Family Enterprises Corp for repayment of ineligible program costs related to

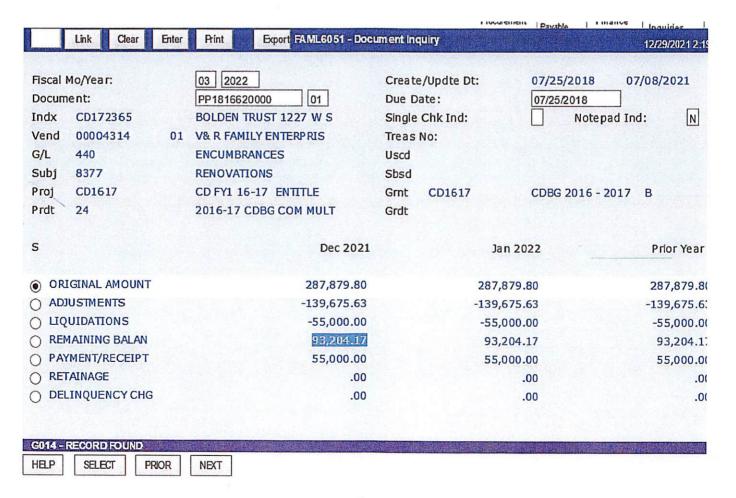
CD172365 Bolden Trust 1227 W Sistrunk Blvd CRA Rehab in amount of \$91,374.97

Show total expenditures under this index of \$91,374.17

reimbursement + \$0.80

Will post under CD22REV - N981 - Recaptured Income Not Program Income.

Show remaining encumbrance under PP181662 0000 01 w/ a remaining encumbered balance of \$93,204.17 that will need to be cancelled.



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Prepared by: TANIA MARIE AMAR, ESQ. ASSISTANT CITY ATTORNEY CITY OF FORT LAUDERDALE 100 N. Andrews Avenue Fort Lauderdale, Florida 33301 INSTR # 116896219
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Broward County Commission
21 Page(s)
Mtg Doc Stamps: \$1043.00
Int Tax \$0.00

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MORTGAGE

THIS MORTGAGE AGREEMENT ("Mortgage"), made this <u>l</u> day of 2020, between Virgil Lee Bolden and Rosa Mae Bolden, as Trustees of the Virgil Lee Bolden and Rosa Mae Bolden Revocable Living Trust (hereinafter referred to as "Mortgagor") whose address is 1553 NW 4th Street, Florida 33311 and the City of Fort Lauderdale, a municipality of the State of Florida, whose address is 100 N Andrews Avenue, Ft. Lauderdale, FL 33301 (hereafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has executed a Declaration of Restrictive Covenant ("Restrictive Covenant") and Promissory Note in favor of the City of Fort Lauderdale, dated _______, 2020 and incorporated herein by reference.

NOW THEREFORE WITNESSETH, to secure the performance and observance by the Mortgagor of all the covenants, conditions and agreements of this Mortgage, Restrictive Covenant and Promissory Note, for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor does hereby grant, convey and mortgage unto the Mortgagee, its successors and assigns the following (hereinafter known as the "Mortgaged Property").

ALL that right, title, and interest in the certain tracts of land, of which Mortgagor is now seized and possessed, and in actual possession situate in Fort Lauderdale, Florida, as described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all appurtenances thereto and all the estate rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached, 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 erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigeration, and airconditioning 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.

ARTICLE ONE PARTICULAR COVENANTS OF MORTGAGOR

1.01 Performance of Mortgage. The Mortgagor will perform, observe and comply with

Prepared by:
TANIA MARIE AMAR, ESQ.
ASSISTANT CITY ATTORNEY
CITY OF FORT LAUDERDALE
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

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ARTICLE ONE PARTICULAR COVENANTS OF MORTGAGOR

1.01 <u>Performance of Mortgage</u>. The Mortgagor will perform, observe and comply with

1.02 Warranty of Title. The Mortgagor covenants that it is seized with good, marketable and absolute title to the Mortgaged Property and has full power and lawful right to convey and mortgage the same in the manner and form aforesaid, and that the Mortgaged Property is free from all encumbrances except taxes for the current year and any other permitted encumbrance. The Mortgagor does hereby fully warrant the title to the Mortgaged Property against claims of all persons whomsoever.

1.03 Care of the Property:

- (a) Mortgagor shall not commit or permit any waste, impairment, or deterioration of the Mortgaged Property, or make or permit to be made to the Mortgaged Property any alterations or additions that would have the effect or materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof.
- (b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee.
- (c) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.
- (d) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Mortgaged Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs of alterations shall not be unreasonable withheld.
- (e) Mortgagor hereby grants Mortgagee, or its designated agents, the right to inspect the subject property at all reasonable times for compliance with the Community Development Block Grant Program guidelines.
- Expenses. Mortgagor shall pay, or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorney's fees, including appellate proceedings, and disbursements, and costs of abstracts of title incurred or paid by Mortgagee in any action, proceeding or dispute in which Mortgagee is a party or appears because of the failure of the Mortgagor to promptly and fully perform and comply with all conditions and covenants of this Mortgage, Restrictive Covenant and the Note secured hereby, including but not limited to, the foreclosure of this Mortgage, or any superior mortgage, any condemnation of Mortgaged Property, or any action to protect the security thereof. All costs, charges and expenses so incurred by Mortgagee shall become due and payable whether or not there be notice, demand, and attempt to collect or suit pending. The amounts so paid or incurred by Mortgagee, together with interest thereon at the default rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be secured by separate lien on property.

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2.01 Event of Default. The term "Event of Default" wherever used in the Mortgage, shall mean any one or more of the following events:

DEFAULTS

- (a) Failure by Mortgagor to duly keep, perform and observe any covenant, condition or agreement in the Promissory Note, Restrictive Covenant or this Mortgage for a period of thirty (30) consecutive days after the Mortgagee gives written notice specifying the breach.
- (b) The appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provision of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as many be amended from time to time, or upon the making by Mortgagor of an assignment for the benefit of the Mortgagor's creditors.
- (e) If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgagee's, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days of the service of foreclosure proceedings on the Mortgagor.
- (d) Any default under any mortgage superior or inferior to this Mortgage. Mortgager shall have the affirmative obligation to immediately notify the Mortgagee in writing of the occurrence and existence of any such default.
- (e) Any breach of any warranty or material untruth or any representation of Mortgagor contained in the Promissory Note, Restrictive Covenant or this Mortgage.
- (f) Any action prohibited by paragraph 3.01 infra.
- (g) The abandonment or vacation of the Mortgaged Property by the Mortgagor whereby said Mortgagor ceases to provide eligible Community Development Block Grant (CDBG) activities.
- 2.02 Acceleration of Maturity. If an Event of Default shall have occurred, the Mortgagee may, at its sole option, declare a default under the Mortgage, Restrictive Covenants or Promissory Note.
- Mortgagee's Power of Enforcement. If an Event of Default shall have occurred the Mortgagee may, in its sole option, either with or without entry or taking possession as hereinabove provided or otherwise proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce the Promissory Note or Restrictive Covenant or the performance of any term hereof or any other right (b) to foreclose this Mortgage and the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction, and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee may take action either by proceedings or by the exercise of its powers with respect to property pledged herein, Mortgagee is hereby authorized and empowered to enter the Mortgaged Property or other place where the property may be located without legal process, and to take possession of the Mortgaged Property without notice or demand, which are hereby waived to the maximum extent permitted by the laws of the State of Florida. Upon demand by Mortgagee, Mortgagor shall make the Property

available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may sell at one or more public or private sales and for such price as Mortgagee may deem commercially reasonable any and all of the property secured by this mortgage and any other security or Property held by Mortgagee and Mortgagee may be the purchaser of any or all of the property.

- 2.04 Purchase by Mortgagee. Upon any such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right. Nothing contained in this section shall affect the right of Mortgagee to seek and obtain a deficiency judgment against Mortgagor.
- Application of Indebtedness toward Purchase Price. Upon such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply to the purchase price any portion of all sums due to the Mortgagee under the Promissory Note, Restrictive Covenant and this Mortgage, in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.
- 2.06 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor, its creditors, or its property, the Mortgagoe, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Mortgagoe allowed in such proceedings for the entire amount due and payable by the Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Mortgagor hereunder after such date.

2.07 Acceleration; Application of Monies by Mortgagee.

4

- (a) If a default shall occur under the Promissory Note, Restrictive Covenant or this Mortgage, the Mortgagee shall be entitled to sue for and to recover a judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursement of the Mortgagee and attorney's fees either before, after or during the pendency of any proceedings for the enforcement of this Mortgage including appellate proceedings. The right of the Mortgagee to recover such judgment shall not be affected by any taking, possession, or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.
- (b) In case of a foreclosure sale of any of the Mortgaged Property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Mortgagee shall be entitled to enforce payment of any to receive all amounts then remaining due and unpaid upon the Promissory Note, Restrictive Covenant, and this Mortgagee shall be entitled to recover a judgment of any portion of the remaining debt with interest.
- (c) Any monies thus collected by the Mortgagee or received by the Mortgagee under this paragraph shall be applied as follows: First, to the payment of the reasonable

attorney fees and expenses incurred by Mortgagee, its agents and attorneys, including, but not limited to taxes paid, insurance premiums paid, and receiver's fees. Second, toward payment of the amounts due and unpaid upon the Restrictive Covenant and Note.

- 2.08 Delay or Omission No Waiver. No delay or omission of the Mortgagee to exercise any right, power, or remedy accruing upon any default shall exhaust or impair any such right, power or remedy nor shall same be construed to be a waiver of any such default, or acquiescence, herein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised by Mortgagee from time to time and as often as may be deemed expedient by the Mortgagee.
- 2.09 No Waiver of One Default to Affect Another. No act or omission or waiver of the Mortgagee shall preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default nor, except as otherwise expressly provided in any instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby.
- 2.10 <u>Discontinuance of Proceedings Position of Parties Restored.</u> In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding has been taken.
- 2.11 Remedies Cumulative. No right power or remedy conferred upon or reserved by the Mortgagee by this Mortgage, is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and current and shall be in addition to any other right, power and remedy given hereunder or hereafter existing at law or in equity or by statute.
- 2.12 <u>Subrogation.</u> The Mortgagee hereby is subrogated to the claims and liens of all parties whose claim or liens are discharged or paid with the proceeds of the indebtedness secured by this Mortgage.

ARTICLE THREE MISCELLANEOUS PROVISIONS

No Transfer. Mortgagor covenants and agrees not to assign, sell, convey, transfer or further encumber any interest in or any part of the Mortgage Property for a period of ten (10) years from the date of closing. If any person or entity, should obtain any part of the Mortgaged Property, pursuant to the execution and enforcement of any lien, security interest, or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default hereunder.

- 3.02 <u>Security Agreement.</u> The parties agree that with respect to personal property secured hereunder, this Mortgage is a security agreement under the Uniform Commercial Code for the purpose of creating a lien on the Mortgaged Property.
- 3.03 <u>Time is of the Essence.</u> It is specifically agreed that time is of the essence in this Mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver or the terms hereof or of the instrument secured hereby.
- Attorneys Fees and Expenses. Wherever provision is made herein from payment for reasonable attorney's fees or counsel fees or expenses incurred by the Mortgagee, said provision shall include, but not limited to, reasonable attorney's fees and paralegal fees and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.
- 3.05 Florida Contract. This mortgage is made by Mortgagor and accepted by Mortgagee in the State of Florida, with reference to the laws of such State with venue lying in Broward County, and shall be construed, interpreted, enforced and governed by and in accordance with such laws (excluding the principles thereof governing conflicts of law), and Federal law, only in the event Federal law preempts State law.

3.06 Notice.

(A) Mortgagor, any notice, demand or instrument authorized by this Mortgage to be served on or give to the Mortgagor may be served on or given to the Mortgagor at:

V&R ENTERPRISES CORPORATION 1553 NW 4TH ST FORT LAUDERDALE, FLORIDA 33311 Attn: Virgil Bolden and Rosa Bolden

(b) Mortgagee. Any notice demand or instrument authorized by this Mortgage to be served on or given to the Mortgagee may be served on or given to the Mortgagee at:

CITY OF FORT LAUDERDALE 100 N. ANDREWS AVENUE FORT LAUDERDALE, FL 33301 ATTN: CHRISTOPHER J. LAGERBLOOOM, CITY MANAGER

Or at such other address the Mortgagee may have furnished in writing to the Mortgagor.

- 3.07 <u>Headings.</u> The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.
- 3.08 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, Promissory Note or Restrictive Covenant, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained

7

- No Representation by Mortgagee. By accepting or approving anything required to be observed, performed, or fulfilled, or to be given to Mortgagee, pursuant to this Mortgage, including, but not limited to, any certificate, balance sheet, statement, survey, or appraisal, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness, or legal effect of same or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.
- 3.10 Representations and Warranties. Mortgagor hereby represents and warrants to Mortgagee that:
 - (a) Other Agreements. Mortgagor is not a party to any agreement or instrument materially and adversely affecting it or proposed businesses, properties or assets, operation or condition, financial or otherwise, the Mortgagor is not in default in the performance observance or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party.
 - (b) Other Information. All other information, including reports, financial statements, certificates, papers, data, and otherwise, given and to be given to Mortgagee with respect to this Mortgage, Promissory Note or the Restrictive Covenant are true, accurate, and correct in all material respects and complete.
 - (c) Mortgagor. The individual signing this Mortgage has the power and authority to enter into a binding agreement on behalf of the Mortgagor.

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Personally Known_

IN WITNESS OF THE FOREGOING, the first written above.	ne parties have set their hands and seals the day and yea
WITNESSES:	PARTICIPANT(S): Virgil Bolden and Rosa Mae Bolden Revocable Living Trust
Merdine Mitchell [Witness print name]	Virgil Lee Bolden, Trustee 1553 NW 4th Street Fort Lauderdale, Florida 33311
[Witness print name]	
STATE OF FLORIDA COUNTY OF BOOM	
The foregoing instrument was acknowled online notarization, this day of for Virgil Lee Boldemand Rosa Mae Bo	ged before me by means of physical presence or 000 physical physical physical presence or 000 physical physi
Notary Public signature Name Typed, Printed or Stamped	COLBI MITCHELL MY COMMISSION # GG 067767 EXPIRES: May 30, 2021 Bonded Thai Notary Public Underwriters
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Type of Identification Produced _____

OR Produced Identification____

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

WITNESSES:	PARTICIPANT(S):
WIIILUSIUS.	Virgil Lee Bolden and Rosa Mae Bolden Revocable Living Trust
Medice Mitale Merdine MI+Chell	By Rosa Belden
Merdine MI+Chell	Rosa Mae Bolden, Trustee 1553 NW 4 th Street
[Witness print name]	Fort Lauderdale, Florida 33311
[Witness print name]	1
STATE OF ELORIDA COUNTY OF LOVACE	2
The foregoing instrument was acknown online notarization, this	viedged before the by means of physical presence or Move to the control of the physical presence or Mac Bolden as Trustee Bolden Revocable Living Trust.
	/
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Personally Known	OR Produced Identification
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EXHIBIL «V»

Prepared by: TANIA MARIE AMAR, ESQ. ASSISTANT CITY ATTORNEY CITY OF FORT LAUDERDALE 100 N. Andrews Avenue Fort Lauderdale, Florida 33301

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PROMISSORY NOTE

\$298,000.00

Broward County, Florida

Dated: 115 2023

THIS NOTE is executed in connection with the rehabilitation of certain real property located at 1227 Sistrunk Blvd., Fort Lauderdale, Florida 33311, more particularly described in Exhibit "A" (hereinafter known as the "Property").

As an inducement for Lender (as herein after defined) to make the referenced loan, Maker(s) hereby agree and covenant that he/she/they will rehabilitate the Real Property and maintain said Property in accordance with the Community Development Block Grant (CDBG) Program from the U.S. Department of Housing and Urban Development ("HUD") during the entire term of this loan. Maker(s) acknowledge granting that certain Mortgage in favor of Lender, the terms of which are hereby expressly incorporated by reference and hereby further covenant to faithfully perform the terms, conditions, and obligations contained within that mortgage document. Maker(s) further acknowledge that this Note is secured by that Mortgage executed simultaneously herewith in favor of Lender, the terms of which are hereby expressly incorporated by reference, and hereby further covenant to faithfully perform the terms, conditions, and obligations contained within that mortgage document.

FOR VALUE RECEIVED, the undersigned, MORTGAGOR (hereinafter referred to as "Maker(s)"), promise to pay to the order of THE CITY OF FORT LAUDERDALE, a municipality in the State of Florida, or its successors, assigns, and/or beneficiaries hereinafter (collectively referred to as the "Lender"), at City of Fort Lauderdale, 914 Sistrunk Blvd., Ft. Lauderdale, FL 33311, or such other place as the Lender hereof may from time to time designate in writing, the principal sum of \$298,000.00 be paid in lawful money of the United States of America, which shall be legal tender in payment of all debts, public and private, upon the following terms and conditions:

If Maker(s) remain in continuous possession of the Property and administers an eligible CDBG activity on the Property for the entire ten (10) year term under the terms of the Participation Agreement bearing the same date as this Note, and no default exists under the First Mortgage, then the entire indebtedness underlying this Note shall be forgiven and this obligation shall at the end of the term be of no further force and effect. If the Property is sold or otherwise transferred within this ten (10) year period, the entire principal plus interest amount under this Note shall be accelerated and immediately due and owing to Lender at the time of the sale or transfer. If Maker(s) refinance for cash equity purposes,

the principal amount including interest shall immediately be due and owning at the time of closing on the refinancing.

It is hereby agreed that in the event a default be made in the performance or compliance with any of the covenants and conditions of any security agreement now or hereafter in effect securing payment of this Note; or upon any default in the payment of any sum due by Maker(s) to Lender under any other promissory note, security instrument or other written obligation of any kind now existing or hereafter created; or upon the insolvency, bankruptcy or dissolution of the Maker(s) hereof; then, in any and all such events, the entire amount of principal of this Note with all interest then accrued, shall, at the option of the holder of this Note and without notice (the Makers(s) expressly waive notice of such default), become due and collectible, time being of the essence in the performance of such obligations under this Note.

Should Maker(s) cease to use the Property for eligible Community Development Block Grant (CDBG) activities, including the provision of public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; or should a default occur under the First Mortgage, or any other instrument encumbering the property, or this Note and should same continue uncured for a period of thirty (30) days, then the entire amount loaned shall, at the option of the Lender, become immediately due and payable with interest. If this Note shall not be paid according to the tenor thereof and strictly as above provided, it may be placed in the hands of any attorney at law for collection, and in that event, each party liable for the payment thereof, as Maker (s), endorser(s), or otherwise, hereby agrees to pay the holder hereof, in addition to the sums above stated, a reasonable sum as an attorney's and paralegal fee, which shall include attorney's and paralegal fees at the trial level and on appeal, together with all reasonable costs incurred. After maturity or default, this Note together with any and all advancements or costs incurred hereunder shall bear interest at the highest rate permitted under applicable law.

Should it be determined by the Lender that the Maker(s) have fraudulently induced Lender to make this loan or any of Maker(s)' representations in connection herewith are found to be materially inaccurate, or Maker(s) are later found to have been ineligible at the time of approval for or closing under the Lender's CDBG Program under which these funds are advanced, then the entire principal amount including interest shall become immediately due and payable.

Nothing herein contained, nor in any instrument or transaction related hereto, shall be construed or so operates as to require the Maker(s), or any person liable for the payment of the loan made pursuant to this Note, to pay interest in an amount or at rate greater than the highest rate permissible under applicable law. Any parties liable for the payment of the loan made pursuant to this Note, it being the intent of the parties hereto that under no circumstances shall the Maker(s), or any parties liable for the payment hereunder, be required to pay interest in excess of the highest rate permissible under applicable law.

The Note is to be construed according to the applicable laws of the State of Florida and the United States of America and venue shall be in Broward County, Florida.

MAKERS HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND

INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION PROCEEDING OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT. THIS PROVISION IS TO INDUCE THE MORTGAGEE/LENDER AND MORTGAGOR/MAKER TO ENTER INTO THE SUBJECT LOAN TRANSACTION.

IN WITNESS WHEREOF, this Note has been duly executed by the Maker, as of the date set forth above.

	MAKER
WITNESSES:	Virgil Bolden and Rosa Mae Bolden Revocable Living Trust
Merdine Mitchell [Witness print name] [Witness print name]	By: Virgil Lee Bolden, Trustee 1553 NW 4th Street Fort Lauderdale, Florida 33311
STATE OF FLORIDA COUNTY OF RY WARD	
or online notarization this	wledged before me by means of physical presence day of, 2020, by Virgil Lee len and Rosa Mae Bolden Revocable Living Trust.
Notary Public signature	COLBI MITCHELL MY COMMISSION # GG 067787 EXPIRES: May 30, 2021 Bonded Teru Notary Public Underwriters
Name Typed, Printed or Stamped	-
Personally Known	OR Produced Identification
Type of Identification Produced	

IN WITNESS WHEREOF, this Note has set forth above.	been duly executed by the Maker, as of the date
WITNESSES:	MAKER: Virgil Lee Bolden and Rosa Mae Bolden Revocable Living Trust
Merdine mitchell	By: Rosa Mae Bolden, Trustee 1553 NW 4th Street
[Witness print name]	Fort Lauderdale, Florida 33311
[Witness print hame]	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledg or online notarization, this day of_ as Trustee for Virgil Lee Bølden and Rosa	
Notary Public signature	COLBI MITCHELL MY COMMISSION # GG 067787 EXPIRES: May 30, 2021 Bonded Thru Notary Public Underwriters
Name Typed, Printed or Stamped	
Personally KnownOR I	Produced Identification
Type of Identification Produced	
Approved as to form: Alain E. Boileau, City Attorney	

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration" is made this 1811 day of 1912 day

WHEREAS, the CITY OF FORT LAUDERDALE ("CITY") receives Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD") to undertake particular activities, including the provision of acquisition, rehabilitation and public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; and

WHEREAS, the CITY has accepted upon certain terms and conditions CDBG funds from HUD to provide eligible CDBG activities (including but not limited to child and family assistance programs) for eligible residents of the CITY; and

WHEREAS, Participant has entered into an Agreement with the CITY, with an effective date of Normal 18, 2020 ("Agreement"); and

WHEREAS, the CITY approved a Substantial Amendment to the 2013 – 2017 Annual Action Plans on June 6, 2017 (CAM # 17-0598) and submitted it to HUD; and

NOW, THEREFORE, in accordance with and in consideration of the foregoing, Participant declares that the Property described herein shall be held and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth:

- 1. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.
- 2. Virgil Lee Bolden and Rosa Mae Bolden Revocable Living Trust, hereby represents it is the owner of the subject property ("Owner"), legally described as follows:

Lot 13, 14, in Block "A", HOME BEAUTIFUL PARK, according to the plat thereof recorded in Plat Book 2, Page 47, of the Public Records of Broward County, Florida, LESS AND EXCEPT that portion of Lot 13 described as follows: Begin at the Southeast corner of said Lot 13; thence North 89 degrees 31'30" West along the South line thereof, 50 feet to the Southwest corner of said Lot 13; thence North 00 degrees 01'40" East along the West line thereof, 10.14 feet to a line 35 feet North of and parallel to the South boundary of the NE ¼ of Section 4, Township 50 South, Range 42 East; thence South 89 degrees 41'50" East along said parallel line, 50 feet to the East line of Lot 13; thence South 00 degrees 01'40" West along said East line, 19.29 feet to the Point of Beginning.

Also known as:

1227 NW 6th St., Fort Lauderdale, Florida 33311

- 3. The restrictions contained herein shall apply for a period of ten (10) years from the date this document is recorded ("the period of affordability"). This period of affordability will continue for the stated number of years regardless of any resale, transfer or vacancy of the Property.
- 4. Term and Use of Property. The Property shall be continuously used by Participant for a period of ten (10) years from the date of conveyance to Participant ("Term") for the administration of an eligible CDBG activity.
- 5. During the Term of this Declaration, Participant shall not sell, lease, convey or encumber the Property without the express written consent of the CITY which consent may be withheld in the discretion of the CITY.
- 6. During the Term of this Declaration, Participant shall not engage in any other financing or other transaction which results in the creation of an additional mortgage lien upon the property without first obtaining written consent from the CITY.
- 7. These covenants shall remain in effect until amended with written consent of the CITY, or for the period of the restrictive covenant.
- 8. The CITY, its successors and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.
- 9. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. The CITY shall be entitled to enforce the obligations set forth in this declaration by an action in law or equity. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
- 10. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
- 11. The CITY, at the request of Participant or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon expiration of the ten (10) year period, provided it has provided CDBG eligible activities on the Property continuously for ten years.
- 12. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 13. This Declaration shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation and the rights and obligations hereunder shall be

- binding upon the Owner and its successors in interest.
- 14. In the event the Participant sells this property, then the CITY shall be entitled to receive from the proceeds of the sale or finance any funds advanced by the CITY to rehabilitate the property.

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- 15. The Participant hereby grants the CITY retains a reversionary interest in the Property for the Term of the Declaration.
- 16. In the event the CITY elects to exercise its reversionary interests herein and provide notice thereof to Participant, City shall have first right of refusal to acquire the Property and the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate and the Property shall become the property of the CITY, free and clear of any and all claims, rights, liens or encumbrances.
- 17. The Participant shall permit reasonable inspections of the Property at reasonable times by the CITY or its agents for the purpose of determining compliance with the terms of this Declaration and the terms of the Participation Agreement.
- 18. Participant shall comply with the terms and conditions of the Participation Agreement with respect to the use of the Property.
- 19. In the event of a breach or default by the Participant in the performance of any obligations under this Declaration, the CITY shall provide written notice thereof to the Participant, and
 - (a) If such event of default shall not be cured by the Participant within thirty (30) days after receipt of the written notice from the CITY specifying in reasonable detail the event of default by the Participant, or
 - (b) If such event of default is of such nature that it cannot be completely cured within such time period, then if the Participant shall not have commenced to cure such default within 30 days after receiving notice from the CITY and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary,

then the CITY, for such events of default or breach may pursue any and all legal remedies or equitable remedies, including enforcement of its reversionary interest in accordance with the provisions of the Declaration.

19.1 In the event Participant commences to cure a default but finds that the default is of such a nature that it cannot be completely cured within time provided in subsection 21(b) above and Participant intends to continue to diligently prosecute such cure to completion, then Participant shall be obligated to provide notice to CITY as to the time frame reasonably needed to cure such default, which such time frame shall be conclusive as between the parties, unless CITY disputes such time frame, in which event the CITY Commission shall determine the time frame that is reasonably needed to cure such default.

- 19.2 If Participant has failed to complete the cure by the end of the time frame designated as the reasonable additional time needed to cure as set forth in this Section 21, then CITY shall be permitted to pursue any and all legal or equitable remedies to which it is entitled, including enforcement of its reversionary interest.
- 20. Participant hereby agrees to execute and deliver to CITY such instrument or instruments as shall be required by CITY as will properly evidence termination of Participant's rights hereunder or its interest therein when Participant receives notice of the CITY's exercise of its reversionary rights herein.
- 20.1 In the event the CITY elects to exercise its reversionary interests herein and provide notice thereof to Participant, CITY shall have the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate and the Property shall be and become the property of the CITY free and clear of any and all claims, rights, liens or encumbrances by, through or under the Participant, and that such title and all rights and interests of the Participant, and any assigns or successors in interest to and in the Property, shall revert to the CITY.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first written above.

WITTATESSES.	PARTICIPANT(S):
WITNESSES:	Virgil Lee Bolden and Rosa Mae Bolden
Medice Mitchell Merdine Mitchell	By Selson Virgil Lee Bolden, Trustee 1553 NW 4th Street Fort Lauderdale, Florida 33311
[Witness print name]	Fort Lauderdaie, Florida 53344
[Witness print name]	
STATE OF FLORIDA COUNTY OF Broward	1
The foregoing instrument was acknowledge notarization, this day of November Bolden and Rosa Mae Bolden Revocable Li	ed before me by means of physical presence or online n ler, 2020, by Virgil Lee Bolden as Trustee for Virgil Lee iving Trust.
affection	COLBIMITCHELL
Notary Public signature	MY COMMISSION # GG 067787 EXPIRES: May 30, 2021 Banded Thru Notary Public Underwriters
Name Typed, Printed or Stamped	•••
Personally Known OR Pr	roduced Identification
Type of Identification Produced	•

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first written above.

PARTICIPANT(S):

WITNESSES:	
	Virgil Lee Bolden and Rosa Mae Bolden Revocable Living Trust
Merdine Mitchell	By Rosa D. J. Rosa Mae Bolden, Trustee
Merdine Mitchell	1553 NW 4th Street Fort Lauderdale, Florida 33311
[Witness print name]	, ,,,
[Witness print name]	
STATE OF FLORIDA COUNTY OF Broward	
The foregoing instrument was acknowledge notarization, this 3 day of NOVEY Bolden and Rosa Mac Bolden Revocable Li	d before me by means of physical presence or online 2020, by Rosa Mae Bolden as Trustee for Virgil Lee
	The first section of the first
Notary Public signature	COLBI MITCHELL MY COMMISSION # GG 067787 EXPIRES: May 30, 2021 Bonded Trau Notary Public Underwriters
Name Typed, Printed or Stamped	
Personally Known OR Pr	roduced Identification
Type of Identification Produced	

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first written above.

CITY

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By Christopher Lageroloom, ICMA-CM, City Manager

(CORPORATE SEAL)



ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form: Alain E. Boileau, City Attorney

By Mai Coulean

May 8, 2017

Jonathan Brown

Area Manager, NWPF-CRA and Housing & Community Development (HCD)

City of Fort Lauderdale | NWPF CRA and HCD

914 NW 6th Street, Suite 200

Fort Lauderdale, FL 33311

RE: CDBG Funding Request for Rehabilitation of 1277 NW 6th Street, Fort Lauderdale

Dear Mr. Brown:

Please accept this letter as a formal request for CDBG funding to assist in the rehabilitation of our building located at 1277 NW 6th Street, Fort Lauderdale to address open code issues and demolition order.

Thank you very much for our consideration on this matter.

Sincerely

V_Bolden & R Bolden

ROSA Bolden

EXHIBIT 5



CITY OF FORT LAUDERDALE

COMMUNITY REDEVELOPMENT AGENCY

Commercial Rehabilitation Estimate

Property Owner: V. Bolden and R Bolden Revocable Living Trust

Property Address: 1227 Sistrunk Blvd, Fort Lauderdale, FL 33311

Demolition	\$	25,000.00
Roof	\$	23,500.00
Second floor truss and flooring	\$	18,000.00
Window and storefront	\$	27,500.00
Concrete and masonry	\$	30,000.00
Doors and hardware	\$	17,000.00
Drywall	\$	21,500.00
Plumbing	\$	15,000.00
Electrical	<u>\$</u>	36,000.00

Total Hard Costs \$ 213,500.00

General contractor fee \$ 57,645.00

Sub Total \$ 271,145.00

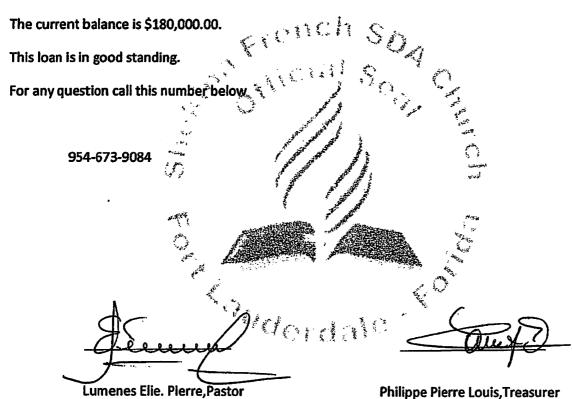
Contingency \$ 27,114.50

Grand Total \$ 298,259.50

05/22/2017

To whom it may Concern

This letter is to inform that **Shekina French SDA Church** holds a mortgage on a building located at 1277 NW 6th Street Fort Lauderdale for Mr. and Mrs. Virgil Bolden.





DOCUMENT ROUTING FORM

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

	TODAY'S DATE: 102423
	OCUMENT TITLE: Satisfaction of Mortgage – Virgil & Rosa Bolden -1227 Sistrunk Blvd, Fort Lauderdale, 33311, Fort Lauderdale, 33311,
	COMM. MTG. DATE: 12/19/17 CAM #: 17-1463 ITEM #: CR-2 CAM attached: YES NO
	Routing Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached: YES NO
	CIP FUNDED: YES NO Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.
	2) City Attorney's Office: Documents to be signed/routed? XYES NO # of originals attached: 1
	Is attached Granicus document Final? YES NO Approved as to Form: YES NO
	Is attached Granicus document Final? TYES NO Approved as to Form: YES NO Date to CCO: 423 Attorney's Name: Patricia SaintVil-Joseph Initials:
	3) City Clerk's Office: # of originals: Routed to: Ext: Date: 10/25/23
	4) City Manager's Office: CMO LOG #: DC+77 Document received from: CCD 10/30/3
	Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT GREG CHAVARRIA as CRA Executive Director
	APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A G. CHAVARRIA TO SIGN
	PER ACM: A. FAJARDO (Initial) S. GRANT(Initial)
	PENDING APPROVAL (See comments below) Comments/Questions:
	Forward originals to Mayor CCO Date:
5) Mayor/CRA Chairman: Please sign as indicated.	
	Forwardoriginals to CCO for attestation/City seal (as applicable) Date:
	INSTRUCTIONS TO CITY CLERK'S OFFICE
	City Clerk: Retains original and forwards originals to: Angela Walsh/x4523/ HCD
** Please email a copy of the executed document to ssierra@fortlauderdale.gov	
	Attach certified Reso # YES NO Original Route form to CAO

