

February 1, 2018

City of Fort Lauderdale Community Redevelopment Agency 914 NW Sistrunk Blvd, Suite 200 Fort Lauderdale, Florida 33311

Re 835 NW 3<sup>rd</sup> St Proposal

### Good Morning:

On behalf of 220145 LLC, we are please to offer you this proposal to purchase vacant property at 835 NW 3<sup>rd</sup> Street in response to your "Invitation for Proposals". Lansing Melbourne Group, LLC (LMG) is acting in a capacity of owner's representative for 220145 LLC (Purchaser) in this transaction and in the redevelopment of certain properties nearby, further described herein.

The offer to purchase is as follows:

- Purchase Price of \$85,000.00 (Eighty five thousand dollars and no cents) payable in cash at closing
- Closing Date of ten days after the execution by the parties of any required CRA agreements cited in the "Invitation for Proposals"
- Closing Costs will be paid by Purchaser
- No inspection period
- Closing Agent will be Lawyers 1<sup>st</sup> Title
- Property will be accepted "as is"
- Proposed use of the property will be for the relocation of a small church, as further described herein

### Background

LMG and the Purchaser have been acquiring property on the southwest corner of NW 7<sup>th</sup> Avenue and Sistrunk Boulevard in pursuit of a major redevelopment project. All the lots on the large block bounded by NW 7<sup>th</sup> Avenue on the east, NW 9<sup>th</sup> Avenue on the west, Sistrunk Boulevard on the north, and NW 4<sup>th</sup> Street on the south, are now owned by Purchaser or the city except for three parcels on the west side. Of those, only one parcel is necessary to develop the proposed plan. This one lot currently houses a small church. Purchaser has entered in to an agreement with the church to purchase the subject lot and provide funds to build a new facility, in addition to providing assistance with entitlements. In June of 2017, Purchaser held meetings with the City's Department of Sustainable Development along with the Transportation and Mobility Department to review the feasibility of relocation. Those meetings resulted in a positive outcome.





The relocation of this church is key to purchaser's redevelopment plan for the assemblage. Last July, LMG presented the concept of relocating the church to this parcel along with a detailed plan for the redevelopment of the NW 7<sup>th</sup> Avenue and Sistrunk Boulevard property to the NW CRA Advisory Board. The concept was unanimously accepted and we are prepared to move forward upon acquisition of the subject property.

Please contact the undersigned if you require further information. We are prepared to move forward immediately upon approval by the appropriate City Boards.

Sincerely, LANSING MELBOURNE GROUP, LLC

Peter Flotz Managing Member

Attachment: Sistrunk Boulevard Redevelopment Project Presentation



Sistrunk Boulevard Redevelopment Project

**NWCRA Staff Presentation** 

July 13, 2017

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Sistrunk Boulevard

eunevA dt7 WN

NW 7th Terrace

PARCEL NOT INCLUDED

PARCEL NOT INCLUDED

NW 5th Street

CITY AND CRA PARCELS PARCEL PLAN

PAGE 3

α α Σ ω L ВПГ

714 SISTRUNK BOULEVARD FOLIO 504203011500 FOLIO 504203011590 536 NW 7th TERRACE eunevA dt7 WN Sistrunk Boulevard NW 5th Street CRA CITY им 7th Тепасе

City parcel falls within

garage footprint

Goal:

parcel and one CRA

parcel

Note:

control of one city

Project requires

Issue:

SISTRUNK REDEVELOPMENT JULY 13, 2017

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PARCEL PLAN
PARKING DECK LOCATION

W 7th Avenue 36,-2 39,-2 PROPOSED Sistrunk Boulevard NW 5th Street 10.-01 10-01 им 7th Тепасе

Identify ownership of

land, ownership of

building.

Garage for project

Issue:

and public parking

Goal:

SISTRUNK REDEVELOPMENT

JULY 13, 2017

- EXISTING OVERHEAD POWER LINES TO BE RELOCATED

Sistrunk Boulevard

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requirements for excluded parcels discontinuance Understand Goal: Alley

ALLEY CONFIGURATION PARCEL PLAN Issue:

WW 7th Avenue

EXISTING OVERHEAD
POWER LINES TO BE
RELOCATED

NW 5th Street

-PROPOSED ALLEY

PROPOSED ALLEY VACATION

.0-.SI

им 7th Тепасе

10-01

10.01

12.0.

PROPOSED GARAGE

36,-2

PROPOSED ALLEY VACATION

PROPOSED ALLEY

CAM # 18-0462 Exhibit 4 Page 7 of 39

SISTRUNK REDEVELOPMENT JULY 13, 2017

### 10ft. or 20% of tallest building (whichever is greater) 30 sleeping rooms per net 30 sleeping rooms per net acre (9 30 sleeping rooms max, per dwell- rou ing) acre ing) 10ft. up to 22ft. in height; where building exceeds 22ft. in height hat portion of the building 25% of lot width; not<10ft or >25ft 20 per sleeping room 10ft. or 20% of tallest building (whichever is greater) In the from property line and 2011 from an A OW, dedicated street, or street working in E 5th easement which extends from front or area from from a read from from a read from from the propuls of the townhouse group and abuting a gubbill street shall be required for use by 25% of lot width; not <10ft. or >25ft. 25% of lot width; not <10ft or >25ft. Shared side yard shall be 5ft. for prin-cipal structure only 15ft. for principal structure only None 750 each du RMM-25: Residential Multifamily Mid Rise / Medium High Density abutting another ZLL lot Off. for 1 side of building and 10f for other side (no ZLL lot welling shall be closer than 10ft. To other buildings then all other buildings in other buildings in ZLL same as Single Family Lot and NW7th Ave. For corner lots 15ft; When **ZONING DIMENSIONAL REQUIREMENTS** Oft. (primary street) 5ft (secondary street) 5ft. up to 22ft. In height, Where building exceeds 22ft. that portion shall be set back additional 1ft, per foot of additional 25 (2 stories) "Side yard not required unless abutting residential property 400 each du NWRAC-MUw: West Mixed Use District 25% of lot width, not < Uft or >25ft in or >25ft in to 22ft. In the light. Where building exceeds 22ft, that portion shall be set back addrional 1ft, per foot of additional let, per foot of additional height. Min. Lot Width (ft.) Min. Floor Area (sq. ft.) Min. Shoulder Height (ft.) Max. Structure Length Max. Structure Height Vin. Distance Setween Buildings (ft.) Max. Density (du/net acre) Min. Front Taru (16.) Min. Corner Yard (ft.) Min. Lot Size (sq. ft.) When Abutting Resi Front Yard (ft. Min. Side Yard (ft.) Jin. Rear Yard (ft.) Min. Lot Size Isa, ft 'ard Requirements Max. FAR East Mixed Use District NWRAC-MUe **RMH-25** NW STH LN General Industrial B-3 (54.048) 公妻是 IVA HTT WU Residential Multifamily Mid Rise RMM-25 Residential Multifamily Low Rise / Medium Density NWRAC-MUV / Medium High Density RIMM-25 RC-15 X-P

ZONING MAP EXISTING



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RM-15

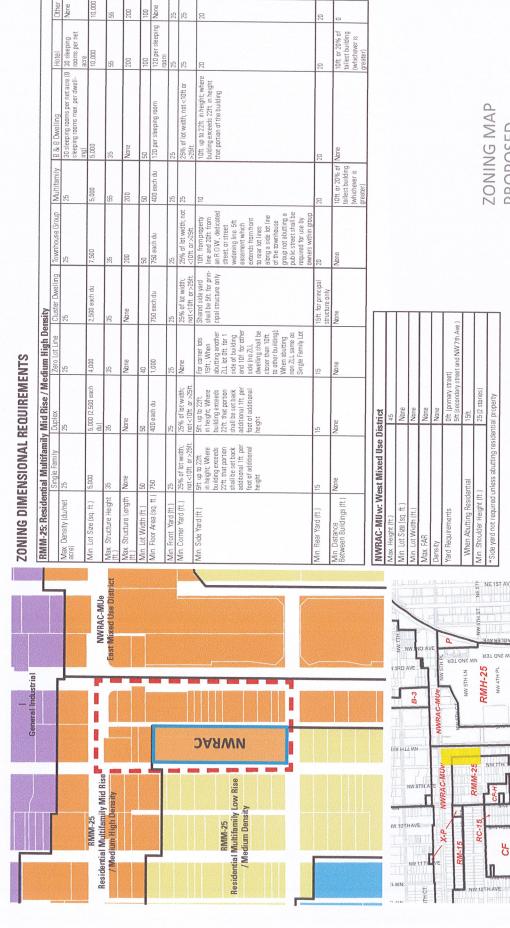
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NW 4TH PL

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PAGE 6

SISTRUNK REDEVELOPMENT







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SISTRUNK REDEVELOPMENT JULY 13, 2017

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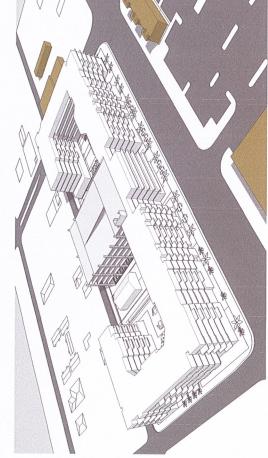
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TYPICAL RESIDENTIAL

FLOOR PLAN 2-6

aunavA dt7 WN 8 8 8 E 999 920 Sistrunk Boulevard NW 5th Street 77 UNITS PER FLOOR 97 770 NW 7th Terrace



SISTRUNK AND 7<sup>TH</sup> AVENUE

NW 7TH AVENUE AND 5TH STREET

# PRELIMINARY MASSING



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NW 7<sup>TH</sup> TERRACE AND 5<sup>TH</sup> STREET

# SISTRUNK REDEVELOPMENT

JULY 13, 2017

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PARKING

PARKING AREA

RESIDENTIAL SUPPORT

RESIDENTIAL RSF

RESIDENTIAL GSF (NO PARKING)

GROSS AREA W/ PARKING

**AREA SUMMARY** 

PROGRAM AREAS

GRADE ENTRY / RETAIL

Sistrunk Redevelopment

**UPDATED 7-8-17** 

9500 9500 9500 9500

12000 47500 47500 47500

63764 57000 57000 57000 57000

80264 79560 79560 79560

92

350

129,300

33,000

4,764

14,000

47,500

365

249,500

348,764

478,064

TOTALS

**684** 

PARKING SF/CAR

RSF/UNIT

RESIDENTIAL

B U I L H

## PROGRAM SUMMARY

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PARKING GARAGE

Goal: Offset Garage Construction Costs

**AND ATT WORK** \*\* ## 8 # # F A ... \*\*\*\* A. X AMENITY RETAIL \* ALLEY Sistrunk Boulevard \* NW 5th Street THE PROPERTY OF THE PROPERTY O AMENITY LOBBY ALLEY **美米米米米米** ИМ 7th Тепасе

SISTRUNK REDEVELOPMENT

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B C F

W 7th Avenue AMENITY RETAIL 兴 RAMP UP SERVICE Sistrunk Boulevard NW 5th Street ATLEY 67.8 67.8 67.9 67.9 67.9 AMENITY ALLEY 张米米米米 NW 7th Terrace

green and hardscape

Identify funding

Goal:

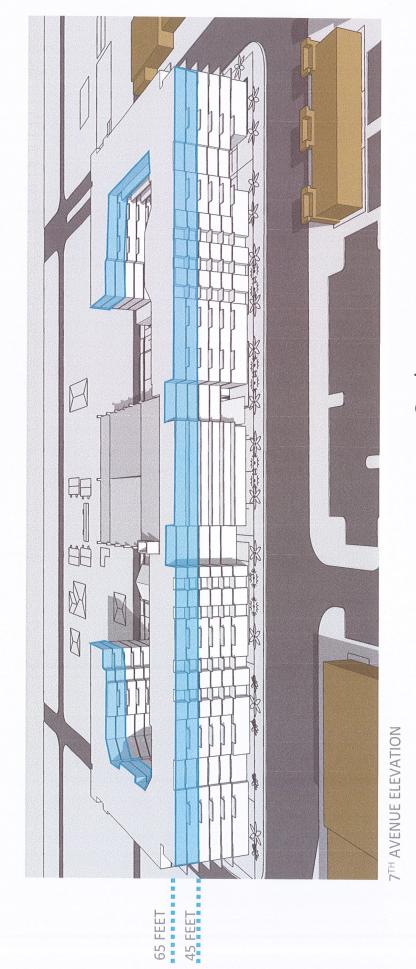
assistance

Need for substantial

Issue:

SISTRUNK REDEVELOPMENT JULY 13, 2017

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Goal:

20' CONDITIONAL USE HEIGHT – 65'

Minimize feasible rent

**BUILDING HEIGHT** 

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SISTRUNK REDEVELOPMENT

JULY 13, 2017

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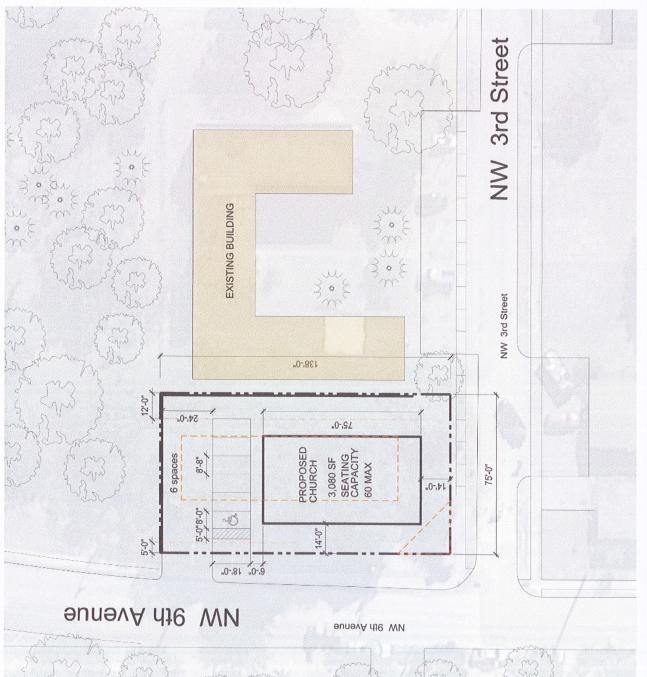
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and control for DRC

submittal

Timeline for closing

Complete property

Issue:

Acquisition

Goal:



February 15, 2018

Lansing Melbourne Group, LLC. 2420 E Sunrise Boulevard #90 Fort Lauderdale, FL 33304 Attn: Peter Flotz, Managing Member

RE: Request for Additional Information for Proposal to Purchase 835NW 3 Street

Dear Mr. Flotz:

We acknowledge the timely receipt of the proposal to purchase by Lansing Melbourne Group, LLC, on behalf of 220145 LLC ("Purchaser") submitted in response to Fort Lauderdale Community Redevelopment Agency's ("CRA") Invitation for Proposals for the purchase and development of real property identified by postal address 835 NW 3<sup>rd</sup> Street. The following additional information is requested prior to scheduling this item for consideration by the Northwest-Progresso-Flagler Heights CRA Advisory Board.

Please provide written responses to the following questions by February 26, 2018:

- 1. Please provide documentation demonstrating that Lansing Melbourne Group, LLC is an authorized agent for 220145 LLC in this transaction.
- 2. Please provide the address and Broward County Property Appraiser's property folio number for the lot currently housing a small church ("church property") that the Purchaser proposes to purchase, the name and proof of ownership of the subject property, the location of the church property in relation to the site assemblage that is being undertaken at the southwest corner of Sistrunk Boulevard and NW 7<sup>th</sup> Avenue, any executed agreement by the Purchaser to purchase the church property and the acceptance of the property at 835 NW 3 Street by the owner of the church property as an acceptable church relocation site.
- 3 Is Lansing Melbourne Group, LLC or 220145 LLC the proposed "Developer" of the property at the NW corner of Sistrunk Boulevard and NW 7<sup>th</sup> Avenue?
- 4. Provide a timeline for the construction of the new church building at 835 NW 3 Street and explain the involvement of Lansing Melbourne Group, LLC and 220145 LLC in the construction of the new church building, the estimated budget for the new structure, elevations or graphic representation of the new church (if available), and any design review comments from City Of Fort Lauderdale Planning and Design staff.
- 5. Indicate how redevelopment of the property at the SW corner of Sistrunk Boulevard and NW  $7^{th}$  Avenue would be impacted if 220145 LLC was unable to purchase the property at 835

NW 3 Avenue as a church relocation site? Is the site at 835 NW 3 Avenue the only acceptable site for relocation of the church?

- 6. How does the proposed project at the SW corner of Sistrunk Boulevard and NW 7th Avenue and the purchase of 835 NW 3 Street promote or facilitate the goals, objectives and policies of the NPF CRA Community Redevelopment Plan, including but not limited to eliminating blighting conditions, promoting quality development of a desirable nature in the Northwest district, providing employment and housing opportunities, responding to community desires and preserving neighborhood integrity.
- 7. What is the timeline for the development by the "Developer" of the property at the SW corner of Sistrunk Boulevard and NW 7<sup>th</sup> Avenue and what is the estimated economic Impact of the proposed project (ie. CRA tax increment revenue, job creation, etc)
- 8. What are the qualifications and experience of the "Purchaser" and "Developer", and the development team?

Please do not hesitate to contact me at (954) 828 4519, or Bob Wojcik of our staff at 954 828-4521 if you require additional information or clarification.

Sincerely,

D'Wayne Spence NPF CRA Manager



DEGETTED

FEB 26 A.M.

February 26, 2018

Mr. D'Wayne Spence NPF CRA Manager City of Fort Lauderdale Community Redevelopment Agency 914 W Sistrunk Blvd, Suite 200 Fort Lauderdale, Florida 33311

Re Your February 15, 2018 Request for Additional Information LMG 2/1/18 Proposal to Purchase 835 NW 3<sup>rd</sup> St

Dear Mr. Spence:

On behalf of 220145 LLC, we are please to offer you this response to your request for additional information regarding our proposal to purchase property. We have listed our responses in the order of your questions.

- 1. Regarding LMG acting as authorized agent, the attachments to this letter include authorization from Mr. Felipe Yalale, Managing Member of 220145 LLC.
- A copy of the purchase contract for the existing church property is attached to this letter. The folio number is 504203011440. The owner is Anointed by Christ International Christian Center, Inc, and we have included a copy of the deed and an aerial map showing its position in the block we intend to develop.
- 3. LMG is the developer of the property on behalf of the landowner.
- 4. The church has indicated that it will begin construction as soon as the DRC approval for a site plan has been obtained. On behalf of the project and in order to assist the church, LMG has held meetings with City planning staff and mobility staff. We have attached a site plan for the church which has been reviewed by staff, along with a letter sent to Benjamin Restropo in the Mobility Department summarizing our meeting. LMG and 220145 have committed to assisting in the DRC approval but not the construction phase of the project.
- 5. The 3<sup>rd</sup> Avenue site is the only site within the immediate area we could locate that would facilitate the possible church relocation after an exhaustive search. The proposed redevelopment project would be severely impacted because this site is in the middle of a proposed courtyard building. Without this site, all the land on the west half of the block south of the proposed garage becomes essentially unusable.
- 6. The proposed project has been previously presented to the NW CRA Advisory Board and we received unanimous support. We have also briefed various neighborhood stakeholders to obtain input on the project. This large vacant parcel under single control at the intersection of the two primary arterial roads in the neighborhood represent a rare opportunity to provide a cohesive and managed plan for redevelopment. First class, market rate rental housing at a fair price is rare in the





City, and the intensity of development only a few blocks east has left middle class housing opportunities nearly extinct in the area. By proposing a mixed use mid rise project, neighborhood integrity and cohesion is restored, re establishing the fabric of street level retail and community oriented businesses with living opportunities above. Public control of parking in the project ensures support for local businesses in quantities that are meaningful. We believe this will be the catalyst project for the entire corridor and demonstrate the City's commitment to balanced opportunity throughout all neighborhoods.

- 7. The project has been waiting for the acquisition of this property to proceed, since it cannot move forward without it. Upon approval of the acquisition from the CRA, we intend to submit our DRC application and move forward with the project. We expect the value of the project to be in the range of \$60-80 million, and would expect 400 construction jobs and 300 full time equivalent jobs between the commercial spaces and the residential property. Given that the property is vacant, the value of the project would represent the increment generated.
- 8. Through various entities and transactions, Mr. Yalale has been involved in the real estate business for over 25 years, primarily in acquisitions and assemblages. Lansing Melbourne Group has been developing properties for its own account and as owner's representative since 2003, and its principals have been in the development business since 1985. We refer you to the company's website <a href="www.lansingmelbournegroup.com">www.lansingmelbournegroup.com</a> and invite you to view its latest owner's representation project at the Pompano Beach Pier Parking Facility just north of Atlantic Boulevard in Pompano Beach on SR A1A (\$20 million parking garage complete and \$12 million new pier now under construction).

Please contact the undersigned if you require further information. We are prepared to move forward immediately upon approval by the appropriate City Boards.

Sincerely,

LANSING MELBOURNE GROUP,

Peter Flotz

Managing Member

Attachments: as noted



### To Whom it May Concern:

As Managing Member of 220145 LLC and Sistrunk 2245 LLC I hereby authorize Lansing Melbourne Group, LLC to act on our behalf in the development of our property assemblage at Sistrunk Boulevard and NW 7<sup>th</sup> Avenue in Fort Lauderdale, specifically including the acquisition of 835 NW 3<sup>rd</sup> St for the relocation of the Anointed By Christ Church.

Dated: February 26, 2018

Signed:

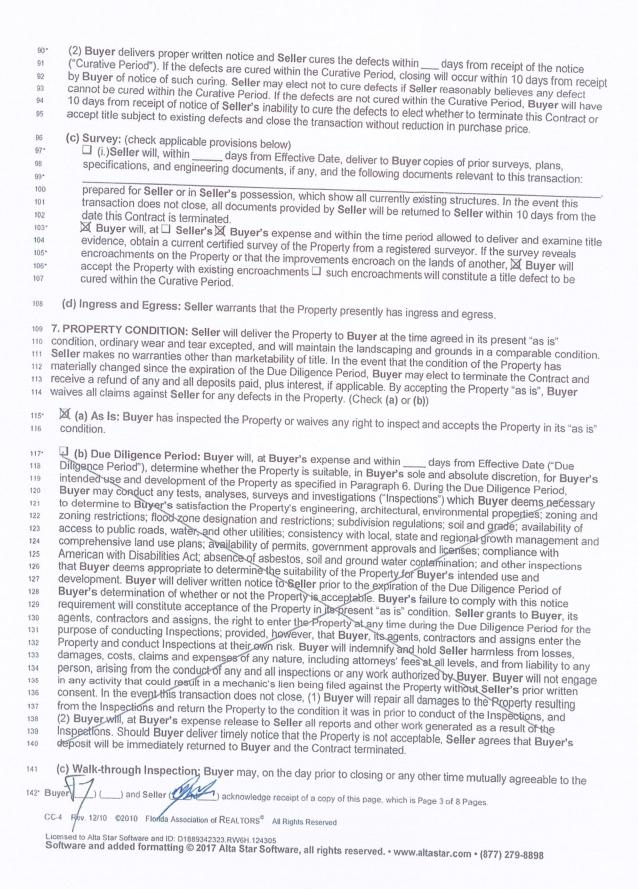
Felipe Yalale, Managing Member



Atten				
1*	PARTIES AND PROPERTY: Felipe Yalale or assigns			
2*	agrees to buy and Anointed By Christ International Christian Contact			
3*	agrees to sell the property as: Street Address:		("Seller")	
4°				
5*	Legal Description: North Lauderdale 1-48 D, Lot 29 Block 14, Broward County, FL			
6'		Market Strategy (Market Strategy)		
7*	and the following Personal Property: None	-		
8*				
9	(all collectively referred to as the "Property") on the terms and conditions set forth below.			
10*	2. PURCHASE PRICE:	\$	150,000.00*	
11°	(a) Deposit held in escrow by Lawyers 1st Title  ("Escrow Agent") (checks are subject to actual and final collection)			
13*	Escrow Agent's address: 2817 E Oakland Park Blvd Phone: 954 566 0096			
14*	(b) Additional deposit to be made to Escrow Agent within days after Effective Date	\$		
15°	(c) Additional deposit to be made to Escrow Agent within days after Effective Date	\$		
16*	(d) Total financing (see Paragraph 5)			
17*	(e) Other	\$		
18 19* 20	(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer.			
21 222* 23 24 25 26 27 28 29	and Buyer and an executed copy delivered to all parties on or before May , 2017 , this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less. Time periods of 5 days or less. Any time period ending on a Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the pert business day. Time is of the			
10	4. CLOSING DATE AND LOCATION:			
11° 12 13 14	(a) Closing Date: This transaction will be closed on <u>win 6 months of contract</u> (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.			
6*	Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pa	ges.		
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3	(b) Location: Closing will take place in <u>broward</u> County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.  5. THIRD PARTY FINANCING:
39	5. THIRD PARTY FINANCING:
40	BUYER'S OBLIGATION: Within
41	BUYER'S OBLIGATION: Within days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed % of the purchase price or \$, with a fixed interest rate not to exceed % per year with an initial variable interest rate not to exceed %, with points or commitment vears with additional terms of years and amount of the principal amount, for a term of years and amount of the principal amount.
42	
43	or loan fees not to exceed %, with points or commitment
44	years, with additional realities as follows:
46	Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any loft blank of the provide with and reasonable diligence to (i) obtain Loan Approved within
47	lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within days (45 days if
48	days (As days if
49 50	(III) Close the loan Ruyer will keen Caller and
51	mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately
52*	upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date.
53	reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within days (3 days if left
54	Buyer does neither then Seller may consell the contract
55	thereafter. Unless this financing contingency has been delivering whitei notice to Buyer at any time
56	satisfaction by closing of those conditions at larger waived, this contract shall remain subject to the
57	of Paragraph 5 only): If Ruyer has used
58	Approval by Loan Approval Date and thoroaday and thoroaday and reasonable diligence but does not obtain Loan
59 60	lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations.
61	returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If not the contract is not become a surviving the termination of this Contract.
62	obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligance as act forth.
63	as set forth above or <b>Buyer</b> fails to use good faith or reasonable diligence as set forth above, <b>Seller</b> will be entitled to retain the Deposit(s) if the transaction does not close.
64.	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ✓ statutory warranty
66	deed of other free of liens, easements and engineering warranty
67	deed other has the legal capacity to and will convey marketable title to the Property by statutory warranty known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list only other marketable title to the Property by statutory warranty known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
68*	easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
69*	
70 71*	provided there exists at closing no violation of the foregoing and none of them prevents <b>Buyer's</b> intended use of the
72 73° 74° 75° 76 77 78 79 80° 81 82 83 84 85 86 87 88	(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) □ Seller's ☒ Buyer's expense and within □ days □ after Effective Date □ or at least □ days before Closing Date deliver to Buyer (check one) ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. □ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or Buyer □ acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
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- parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and 143 to ensure that all Property is on the premises. 144
- 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent
- 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
- (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at 152 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, 153 mailboxes, and security systems. 154
- (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing 155 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and 156 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or 157 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances. 158
- (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable 159 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 160 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 161 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, 162 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 163 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant 164 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; 165 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in 166 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information 167 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors 168 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security 170 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and 172 financing statements.
- (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance 174 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the 175 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due 176 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request 177 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.
- (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date 179 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 180 pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 182 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 183 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last 185 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 186 does not apply to condominium association special assessments. 187
- (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will 189 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or 191 192 Buyer and Seller

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- Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.
- 196 10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
  197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
  198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
  199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
  190 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
  191 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
  192 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
  193 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
  194 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
  195 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
  196 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
  197 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
  198 charged and awarded as court costs in favor of the prevailing party.
- 209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have \_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is 214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit 215 will be returned in accordance with applicable Florida Laws and regulations.

### 216 13. DEFAULT:

- (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer**'s deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
- (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
- 229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.
- 232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or 233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, 234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) 235 representing a party will be as effective as if given by or delivered to that party.

### 236 16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales
Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net
Buyer

Buyer

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proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any 241 interest in real property. This lien right cannot be waived before the commission is earned. 242 (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special 243 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such 244 liens, if any, shall be paid as set forth in Paragraph 9(e). 245 (c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in 246 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that 247 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon 248 and radon testing may be obtained from your county public health unit. 249 (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by 250 Section 553.996, Florida Statutes. 251 252 17. RISK OF LOSS: (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. 254 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller 255 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any 256 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such 257 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the 258 Buyer. 259 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the 260 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this 261 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of 262 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at 263 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award. 265 266- 18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is  $_{267}$  not assignable  $\square$  is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns 270 (if assignment is permitted). 271 19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. 273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract 276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be 277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

	(Company Name)	(Licensee)	
	(Address, Telephone, Fax, E-mail)		
who $\square$ is a single agent $\square$ is a transaction broker $\square$ has no brokerage relationship and who will be compensated			
by ☐ Seller ☐ Buyer ☐	$\mathbb{I}$ both parties pursuant to $\mathbb{I}$ a listing agr	reement I other (specify)	
	-	The second secon	
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yer ( ) and Seller (	( ) acknowledge receipt of a copy of this	s page, which is Page 6 of 8 Pages	

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28	8*	Buyer's Broker:			
28		(Company Name) (Licensee)			
29		(Address, Telephone, Fax, E-mail)			
293	who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensate by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (spec				
298 299 300 301	rea inco Par sen	ctively referred to as "Broker") in connection with any act relating to the Property, including but not limited to ies, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to inify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including nable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is sistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to raph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of es regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and sees incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.			
303 304 305 306 307 308	21. this	PTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to contract):  Arbitration Section 1031 Exchange Property Inspection and Repair Seller Representations  Seller Warranty Coastal Construction Control Line Buyer's Attorney Approval Seller's Attorney Approval Seller Financing Other			
309	22.	DITIONAL TERMS:			
310*	*BI	er shall also pay off Sellers existing mortgage on the property (up to \$25,000.00). Buyer shall purchase			
311*	pre	erty at NW 9th ave. in Ft. Lauderdale to be used by seller to construct a worship center with seating for			
312*	60.	The "replacement property" will be deeded to the seller for seller to construct the new worship center.			
313*	The	urcahse is contingent upon the city			
314*	of I	Lauderdale rezonning the replacement property to permit a worship center to be built, (Replacement			
315*	par	l is ID # 5042 10 12 0720). Seller will continue to use its current			
316*	Wo	nip center for 12 months at a charge of \$1.00/ year rent. Seller may extend the lease term an additional			
317*	6 m	oths if needed. Seller to provide proof of insurance and liability			
318*	cov	age and name Buyer as additioanl insured. The replacement property is currently owned by the city of			
319*	Ft.	uderdale and this contract is contingent upon the city selling the			
320,	pro	rty to Buyer.			
323   324   325   326   327   328   329   331   332	FACTOR PROPERTY OF THE AND	SINTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE E OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE SSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE TOF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER E. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL SENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER SENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF EPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS OVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE ACTS THAT MATERIALLY AFFECT PROPERTY VALUE.			
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334 Each person signing this Contract on behalf of a party t 335 party that such signatory has full power and authority t	that is a business entity represents and warrants to the other to enter into and perform this Contract in accordance with its
	to enter into and perform this Contract in accordance with its her documents on behalf of such party has been duly authorized
Statement of the statem	/_ /
338°	Date:
340° 1010 76010	Tax ID No:
340. Typed or Printed Name of Buyer)	
342* Title:	Telephone:
343*	Date:
345*	Tax ID No:
347* Title:	Telephone:
348- Buyer's Address for purpose of notice:	
349* Facsimile:	Emails
2 -	Email:
350-1910	5/2//19
351 (Signature of Seller)	Date: 5/26/17
V	7
352 Johnny M. Gaines 353 (Typed or Printed Name of Seller)	Tax ID No:
354* Title:	Telephone:
355*	Date:
356 (Signature of Seller)	
357*	Tax ID No:
358 (Typed or Printed Name of Seller)	Tax ID No.
are. Title:	Tillian
359* Title:	Telephone:
360* Seller's Address for purpose of notice:	
361* Facsimile:	Email:
Sidificaturzed form should not be used in complex transactions or with extensi	al validity or adequacy of any provision of this form in any specific transaction. This we riders or additions. This form is available for use by the entire real estate industry
and is not intended to identify the user as a REALTOR®. REALTOR® is a registe are members of the NATIONAL ASSOCIATION OF REALTORS® and who sub-	ared collective membership mark which may be used only by real estate becomes who
The copyright laws of the United States (17 U.S. Code) forbid the unauthorize	ed reproduction of this form by any means including facsimile or computerized forms.
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### ADDENDUM To the Felipe Yalale-Anointed by Christ International Center Inc contract

After closing on the acquisition of the city property and having the Church approved construction plans and tree removal plans Mr Yalale will pay for the removal of those trees needed to clear the lot to build the Church at the new location according to the City of Fort Lauderdale.

Felipe Yalale

May 26 2017

### SECOND ADDENDUM

## To the Felipe Yalale-Anoited by Christ International Center Inc contract

February 8th, 2018.

Due to previous delays on the acquisition of the "Replacement Property" at NW 9<sup>th</sup> Ave, both parties agree to extend the closing date till 8/8/2018.

All other provisions and clauses of original contract remains the same.

**Anoited By Christ International Center Inc** 

**Pastor Johnny Gaines** 

CAM # 18-0462 Exhibit 4 Page 32 of 39

Made this 29 This Indenture, December , 2010 A.D., Between EQUITYMAX, INC., A FLORIDA CORPORATION of the County of Broward State of Florida , grantor, ANOINTED BY CHRIST INTERNATIONAL CHRISTIAN CENTER, INC., a Florida Non-Profit Corporation whose address is: 2338 NW 13 Street, Fort Lauderdale, FL 33311 of the County of Broward State of Florida , grantee. Witnesseth that the GRANTOR, for and in consideration of the sum of -----TEN DOLLARS (\$10)----DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTER, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida Lot 29, Block 14, NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, at Page 48, of the Public Records of BROWARD County, Florida. Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever. And the grantor hereby covenants with said grantee that grantor is lawfully selzed of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under granter. In Witness Whereof, the grantor has hereunto set its hand and seal the day and I Signed, sealed and delivered in our presence: EOUITYMA FLORIDA CORPORATE Printed Name: BRADFORD N. EMMER, President P.O. Address 6216 N. Federal Highway, Fort Lauderdale, FL 33308 Printed Name: Witness (Corporate Seal) STATE OF Florida COUNTY OF Broward The foregoing instrument was acknowledged before me this day of December BRADFORD N. EMMER, President of EQUITYMAX, INC., A FLORIDA CORPORATION he is personally known to me or he has produced his Florida driver's ticense as identification **ALAN JAY LEWIS** 

10-928LK

Expires 3/26/2014 My Commission Expires: 3/26/2014

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-Printed Name/

Notary Public

**NOTARY PUBLIC** 

Comm# DD967690

STATE OF FLORIDA



February 26, 2018



June 30, 2017

Mr. Benjamin Restrepo, PE Mobility Engineer City of Fort Lauderdale Traffic and Mobility 290 NE 3rd Street Fort Lauderdale, FL 33301

Re: Parking Methodology Meeting

New Church at NW 9th Avenue/NW 3rd St

Dear Mr. Restropo:

We appreciate the time you spent with us today to discuss the approach to determining the required number of parking spaces for the proposed church on the above referenced site. To recap, we are proposing a 3,080 square foot church building on a parcel to be purchased from the NW CRA to relocate an existing church that is located on the site of our development at NW 7<sup>th</sup> Avenue and Sistrunk Boulevard.

The project is located in the NW RAC, and therefore is entitled to the following waivers for commercial space:

- 1. The first 2,500 square feet of a non residential use is exempt from any parking requirement; and
- 2. The remaining space is entitled to a reduction in parking requirement to 60% of the normally required total parking.

In our discussion we agreed that the most appropriate way to estimate parking would be to use the guidance provided in the Institute of Transportation Engineers Parking Generation Manual, 4<sup>th</sup> Edition. This reference includes a Land Use Category 560 for churches, and calculates a parking demand of 8.37 spaces per thousand square feet (copy attached). Deducting the first 2,500 square feet of space, this results in a required supply of:

580 SF x 8.37 spaces/1,000 SF = 4.85, say 5 spaces x 60% = 3 spaces

Therefore we will provide a minimum of 3 spaces on the site for general use, including one for handicap patrons. In addition, we will supply a bicycle rack to accommodate and encourage alternative means to help reduce the parking demand.





Please confirm we have understood this correctly and we will prepare our DRC package accordingly.

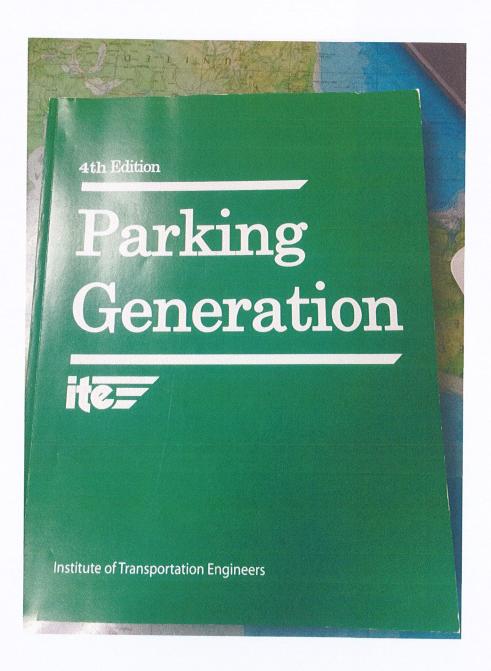
Sincerely, LANSING MELBOURNE GROUP, LLC

Peter Flotz Managing Member

Encl: as noted

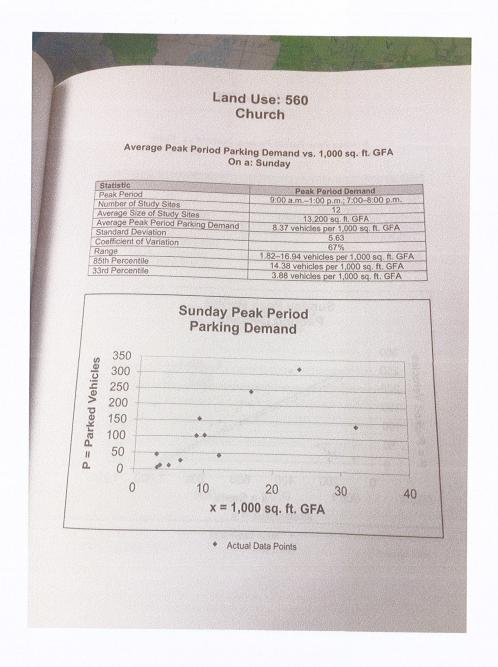




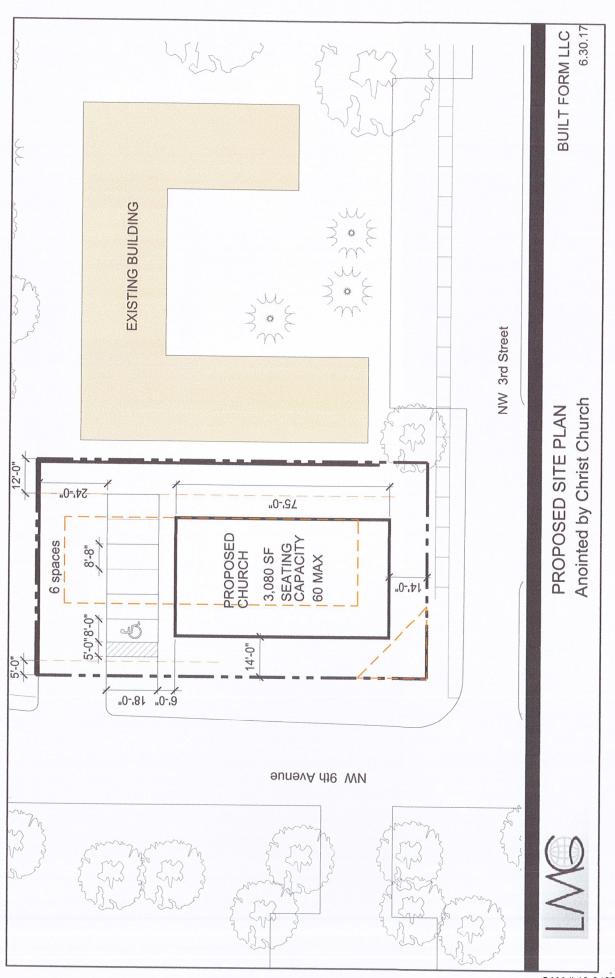












CAM # 18-0462 Exhibit 4 Page 39 of 39