



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.



2420 E Sunrise Blvd #90  
Fort Lauderdale, FL 33304

Tel: (321) 302-2930

Website: [www.lansingmelbournegroup.com](http://www.lansingmelbournegroup.com)

Email: [pflotz@lmgroup.us](mailto:pflotz@lmgroup.us)

CMA # 18-0512

Exhibit 4



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



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Fort Lauderdale, FL 33304

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Email: [pflotz@lmgroup.us](mailto:pflotz@lmgroup.us)

Case # 18-0313

Exhibit 4

Page 2 of 39

Sistrunk Boulevard Redevelopment Project  
NWCRA Staff Presentation  
July 13, 2017



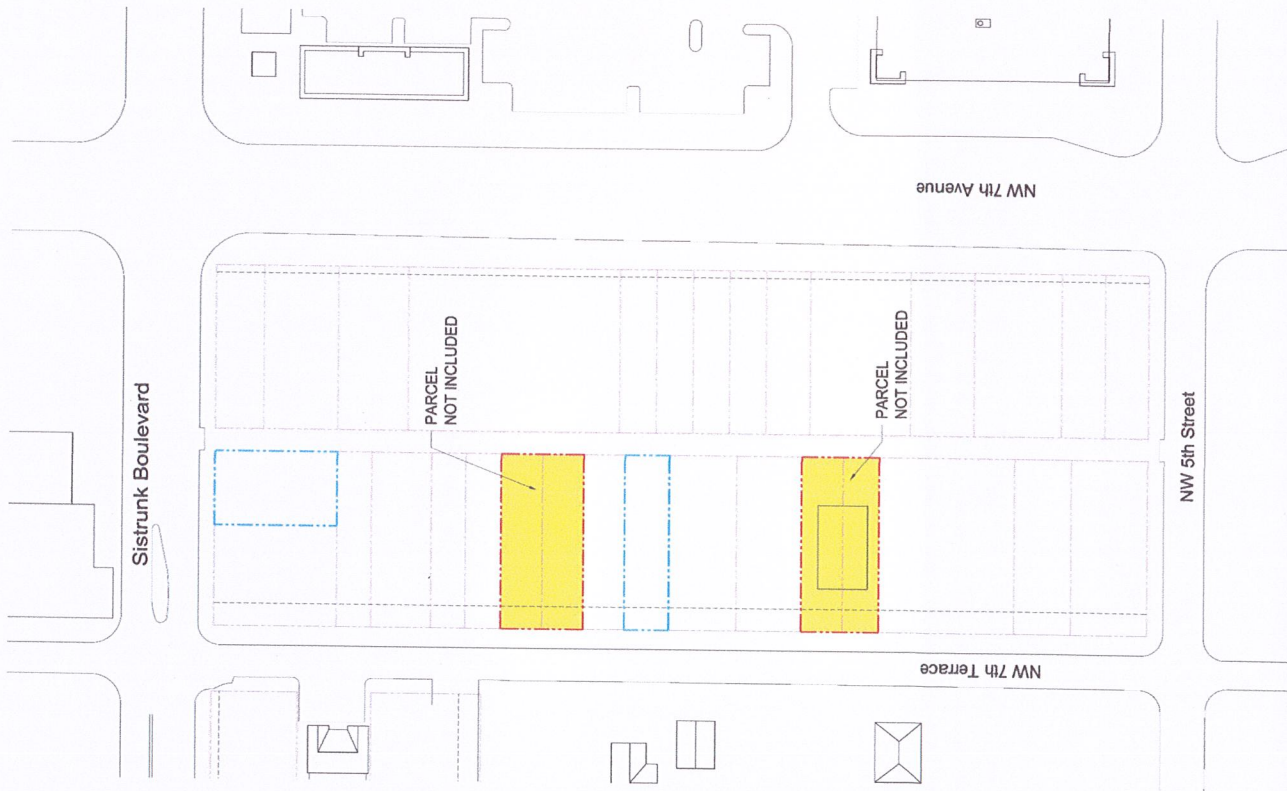
PAGE 1

B U I L T F O R M  
A R C H I T E C T U R E

SISTRUNK REDEVELOPMENT  
JULY 13, 2017



PROPERTY DIAGRAMS



PARCEL PLAN  
EXCLUDED PARCELS



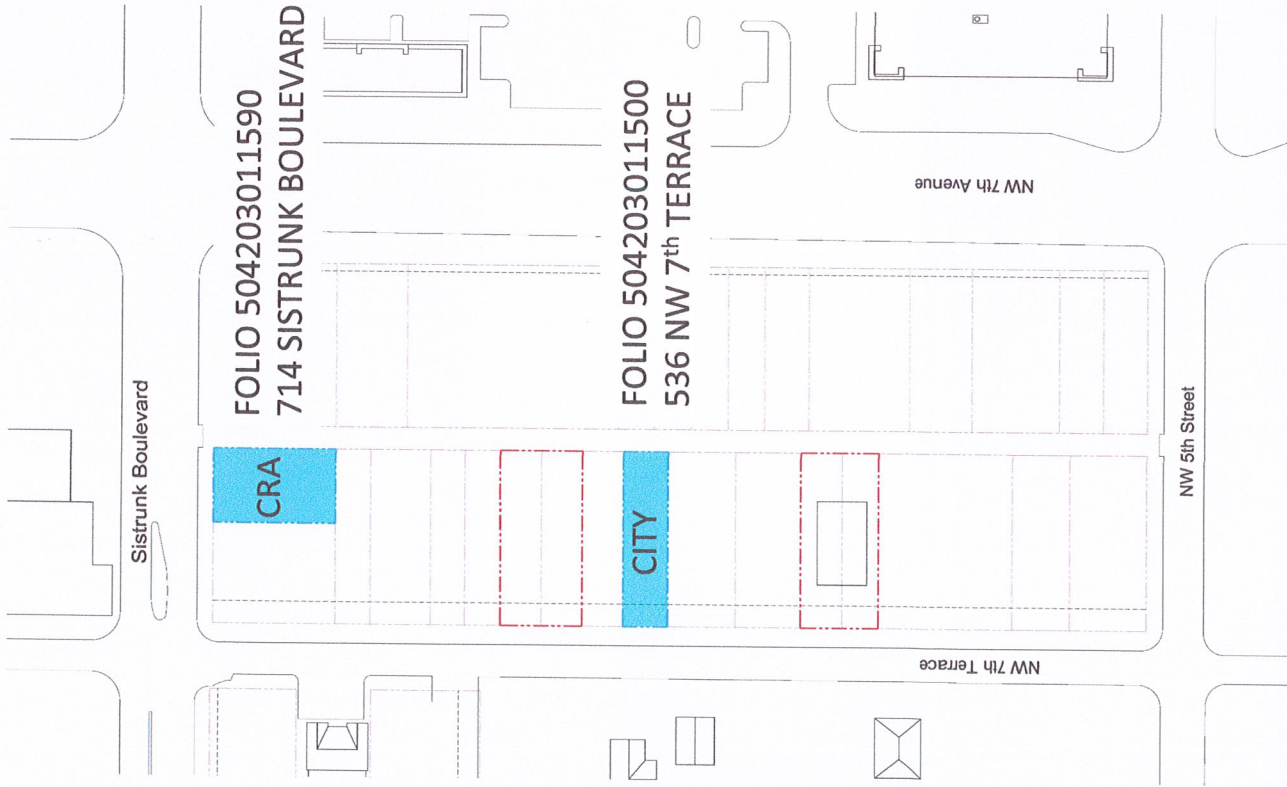
PAGE 2

B U I L T F O R M  
A R C H I T E C T U R E

SISTRUNK REDEVELOPMENT  
JULY 13, 2017



PROPERTY DIAGRAMS



**Issue:**  
Project requires control of one city parcel and one CRA parcel

**Note:**  
City parcel falls within garage footprint

**Goal:**  
*Determine property transfer method*

PARCEL PLAN  
CITY AND CRA PARCELS

PAGE 3



B U I L T F O R M  
A R C H I T E C T U R E

PROPERTY DIAGRAMS

Issue:  
Garage for project  
and public parking

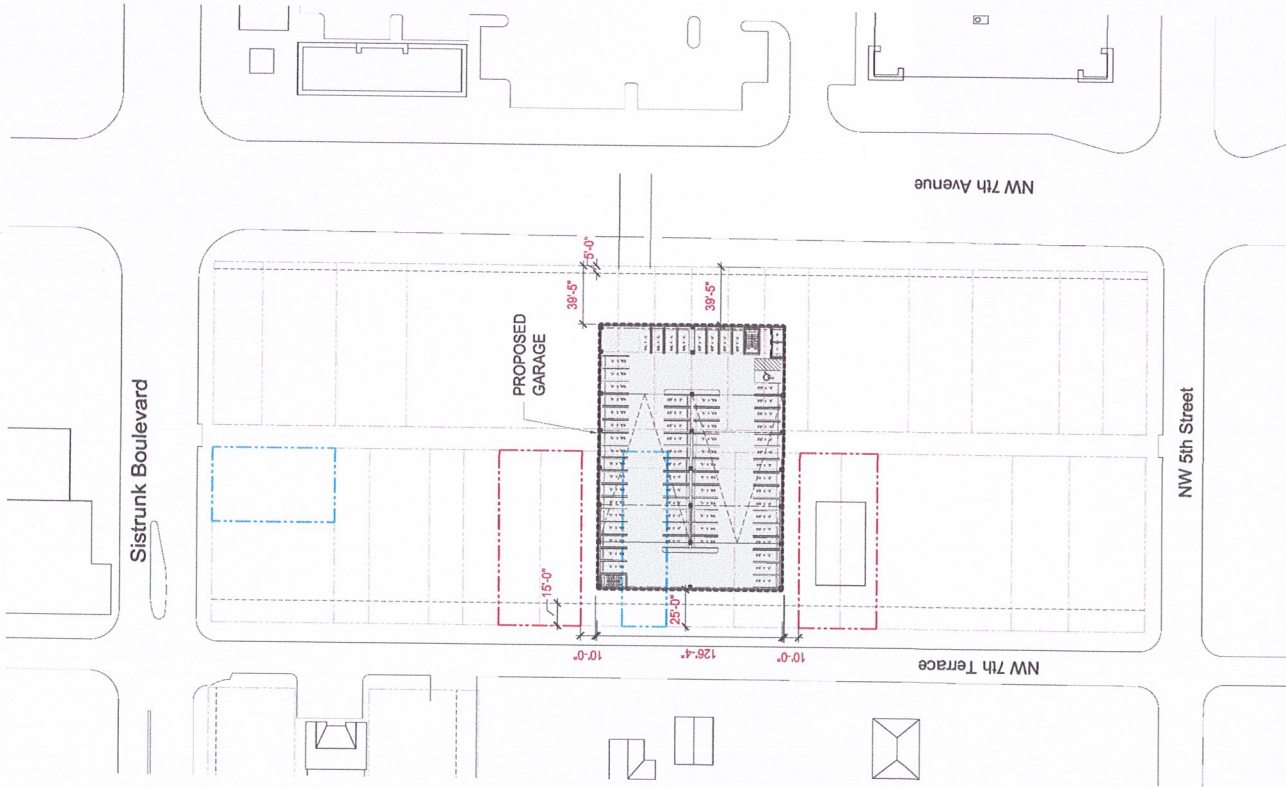
Goal:  
*Identify ownership of  
land, ownership of  
building.*

PARCEL PLAN  
PARKING DECK LOCATION



PAGE 4

B U I L T F O R M  
A R C H I T E C T U R E



SISTRUNK REDEVELOPMENT  
JULY 13, 2017



# PROPERTY DIAGRAMS

Issue:  
Alley  
discontinuance

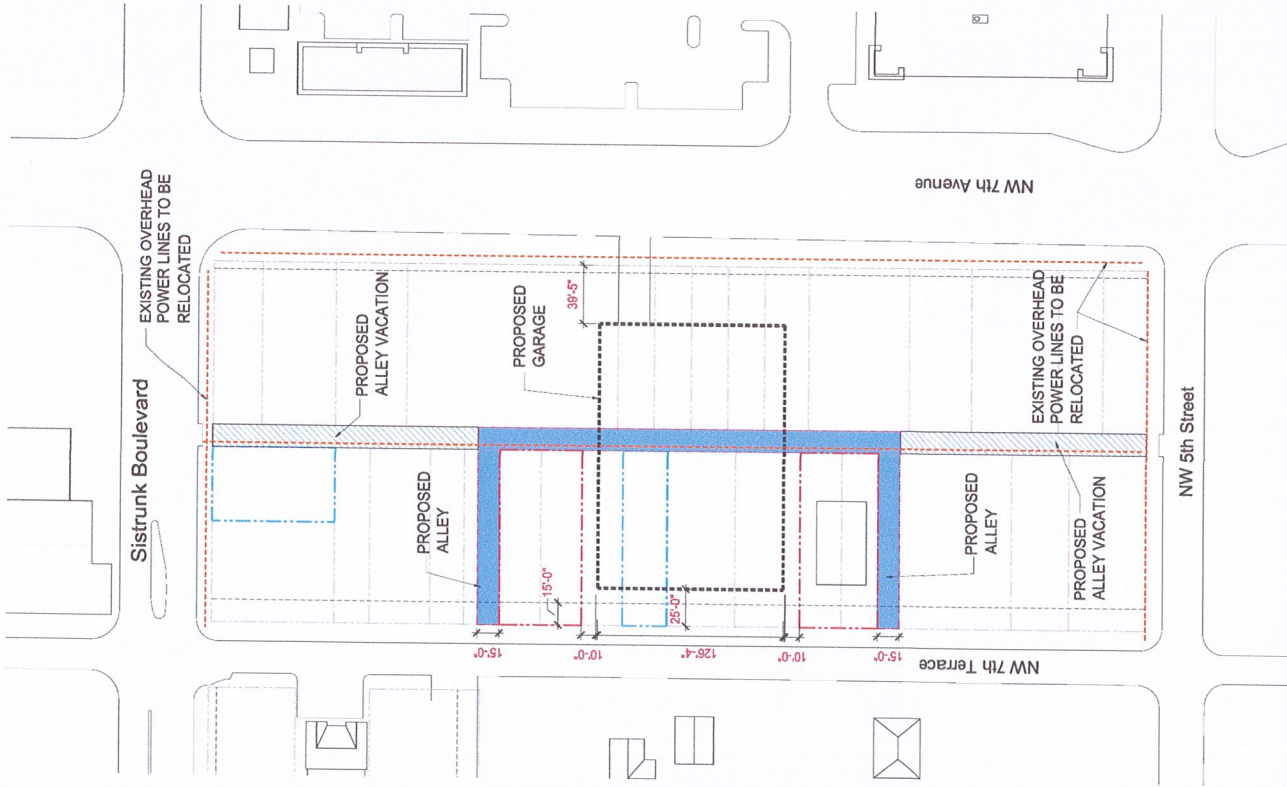
Goal:  
*Understand  
requirements for  
excluded parcels*

PARCEL PLAN  
ALLEY CONFIGURATION



PAGE 5

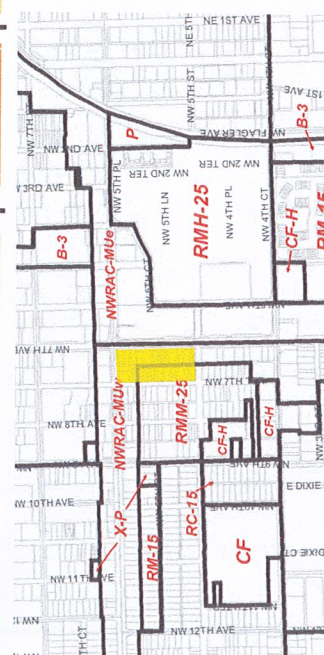
B U I L T F O R M  
A R C H I T E C T U R E



SISTRUNK REDEVELOPMENT

JULY 13, 2017





ZONING MAP  
EXISTING

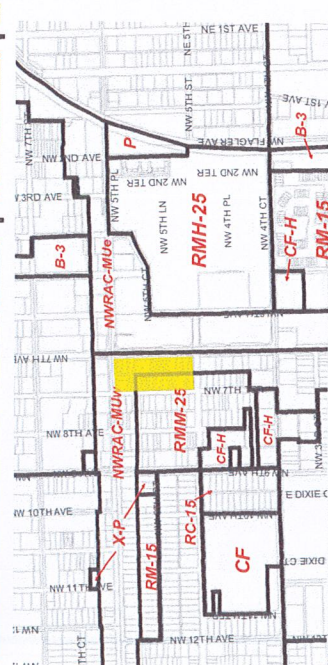
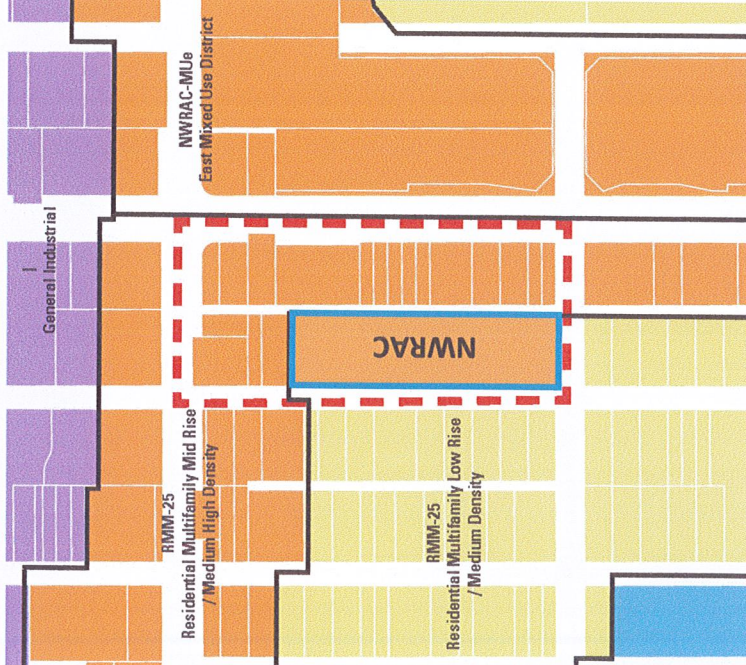


# ZONING DIAGRAMS

## ZONING DIMENSIONAL REQUIREMENTS

RMM-25: Residential Multifamily Mid Rise / Medium High Density									
Max Density (du/net acre)	Single Family	Duplex	Zero Lot Line	Cluster Dwelling	Townhouse Group	Multifamily	B & B Dwelling	Hotel	Other
25	25	25	25	25	25	25	30 sleeping rooms per net acre (9 sleeping rooms max. per dwelling)	30 sleeping rooms per net acre	None
5,000	5,000	5,000 (2,500 each du)	4,000	2,500 each du	7,500	5,000	5,000	10,000	10,000
35	35	35	35	35	35	55	35	55	55
None	None	None	None	None	200	200	None	200	200
50	50	50	40	750 each du	50	50	50	100	100
750	750	400 each du	1,000	750 each du	750 each du	400 each du	120 per sleeping room	120 per sleeping room	None
25	25	25	25	25	25	25	25	25	25
25% of lot width; not < 10ft. or > 25ft.	25% of lot width; not < 10ft. or > 25ft.	25% of lot width; not < 10ft. or > 25ft.	None	25% of lot width; not < 10ft. or > 25ft.	25% of lot width; not < 10ft. or > 25ft.	25	25% of lot width; not < 10ft. or > 25ft.	25	25
5ft. up to 22ft. in height. Where building exceeds 22ft. that portion shall be set back additional 1ft. per foot of additional height	5ft. up to 22ft. in height. Where building exceeds 22ft. that portion shall be set back additional 1ft. per foot of additional height	5ft. up to 22ft. in height. Where building exceeds 22ft. that portion shall be set back additional 1ft. per foot of additional height	For corner lots 15ft. When abutting another ZLL lot for 1 side of building and 10' for other side (no ZLL dwelling shall be closer than 10ft. to other building). When abutting non ZLL same as Single Family Lot	Shared side yard shall be set for principal structure only	10ft. from property line and 20ft. from street, or street widening line. 5ft. easement which extends from front to rear lot lines along a side lot line of the townhouse group not abutting a public street shall be required for use by owners within group	10	10ft. up to 22ft. in height, where building exceeds 22ft. in height that portion of the building	20	20
15	15	15	15	15ft. for principal structure only	20	20	20	20	20
None	None	None	None	None	None	10ft. or 20% of tallest building (whichever is greater)	None	10ft. or 20% of tallest building (whichever is greater)	0

NWRAC-MUw: West Mixed Use District									
Max Height (ft.)	45								
Min. Lot Size (sq. ft.)	None								
Min. Lot Width (ft.)	None								
Max. FAR	None								
Density	None								
Yard Requirements	0ft. (primary street) 5ft. (secondary street and NW 7th Ave.)								
When Abutting Residential	15ft.								
Min. Shoulder Height (ft.)	25 (2 stories)								
*Side yard not required unless abutting residential property									

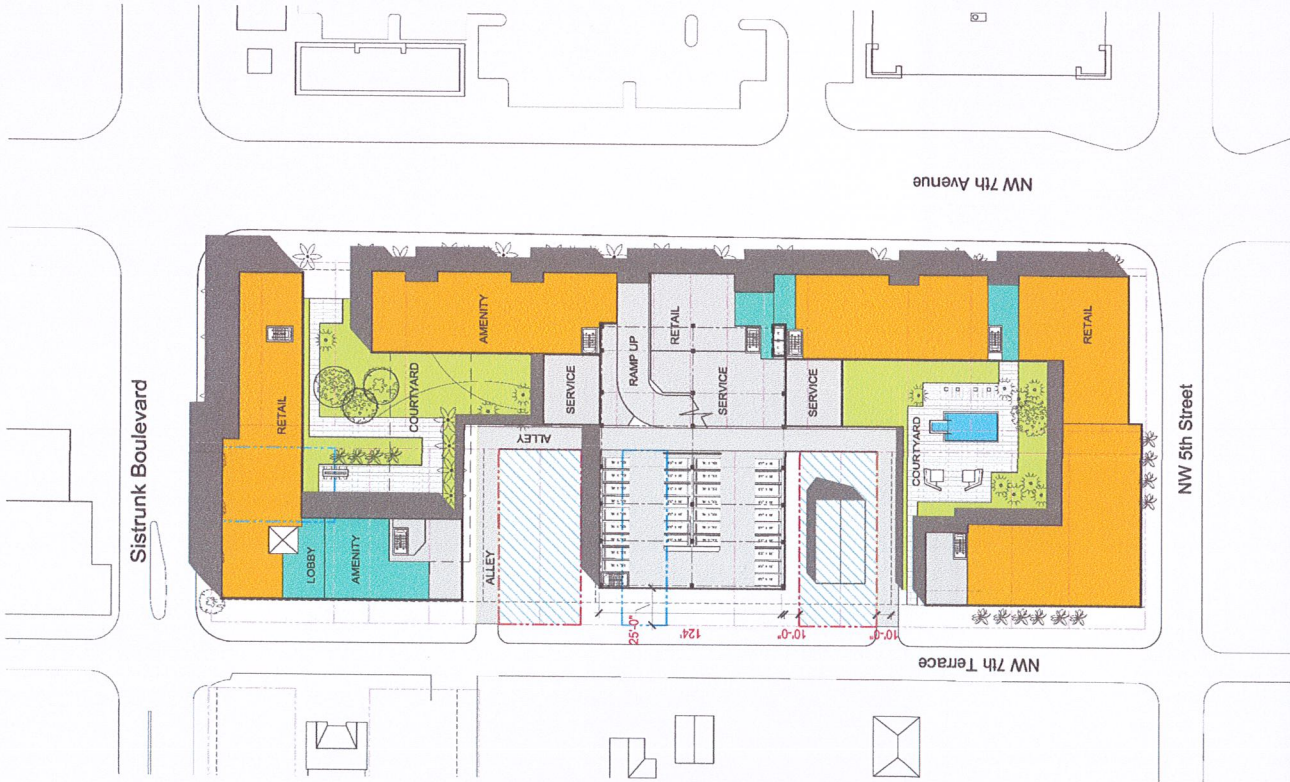


## ZONING MAP PROPOSED



PAGE 7

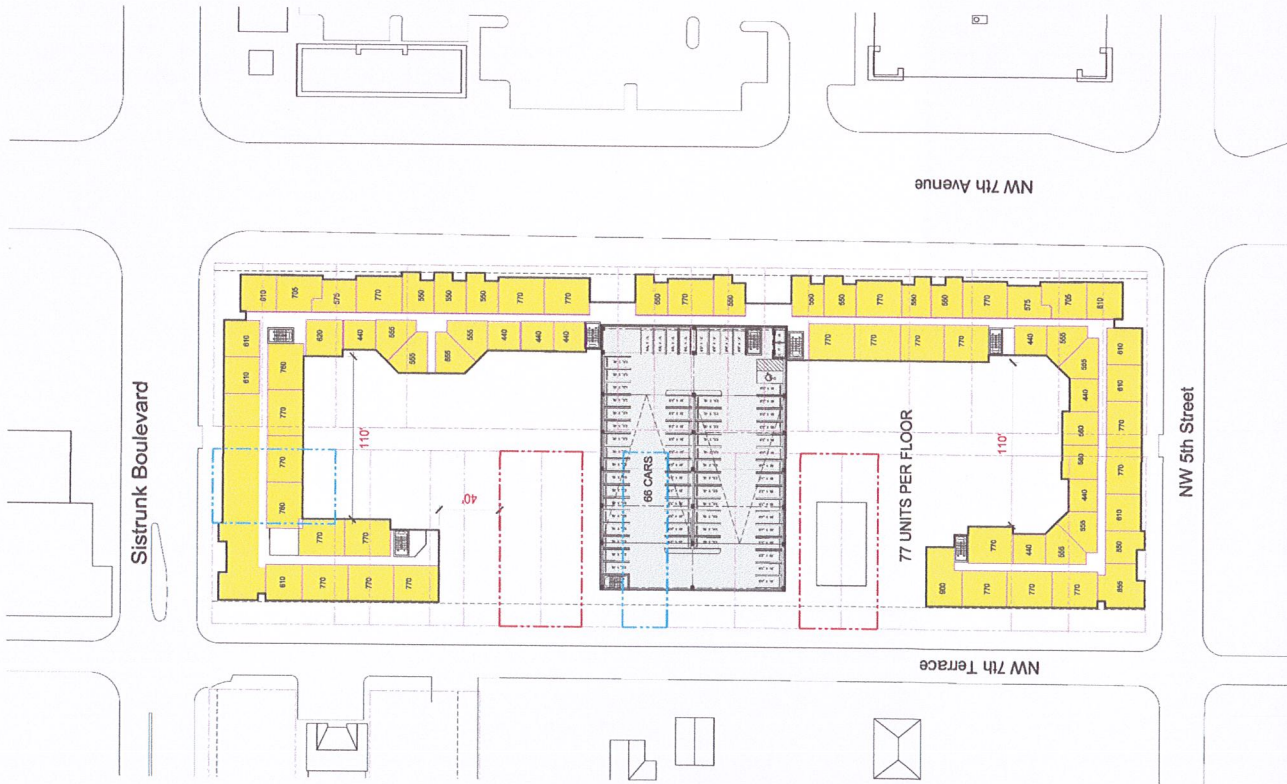




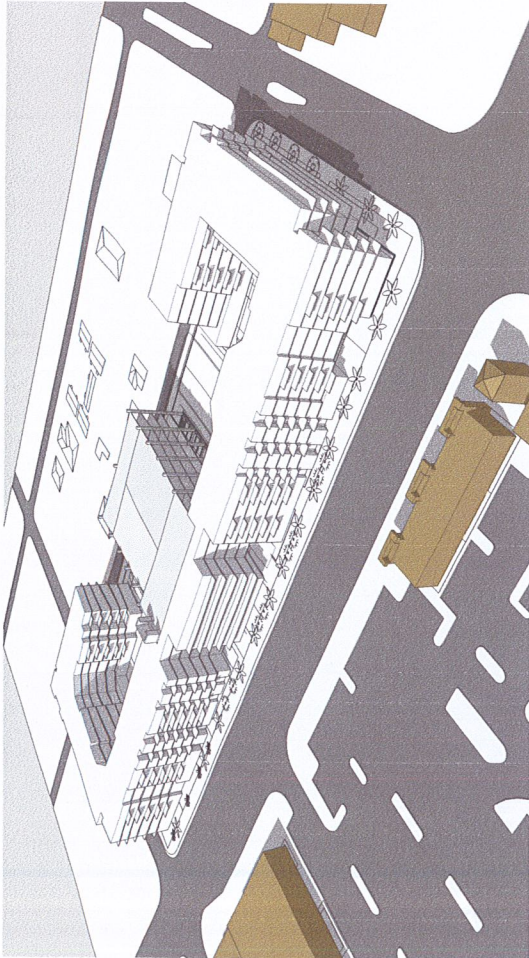
SITE PLAN



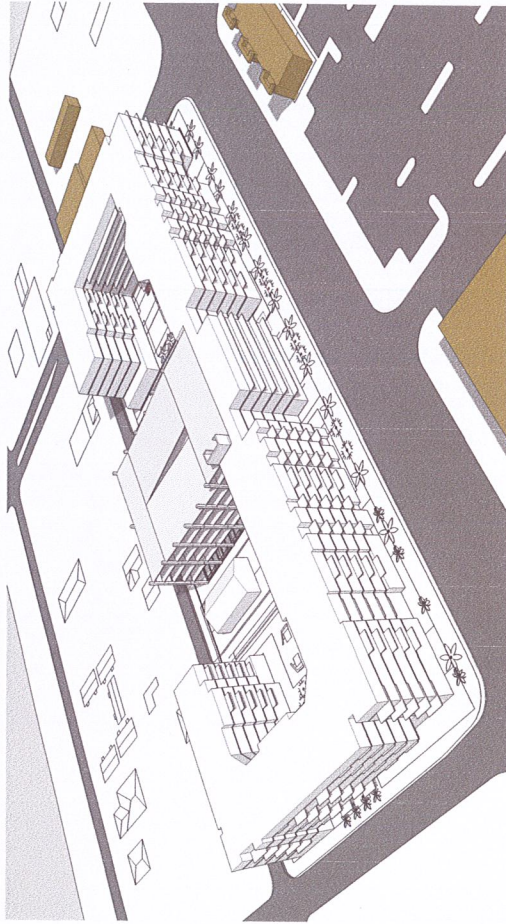








SISTRUNK AND 7<sup>TH</sup> AVENUE



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



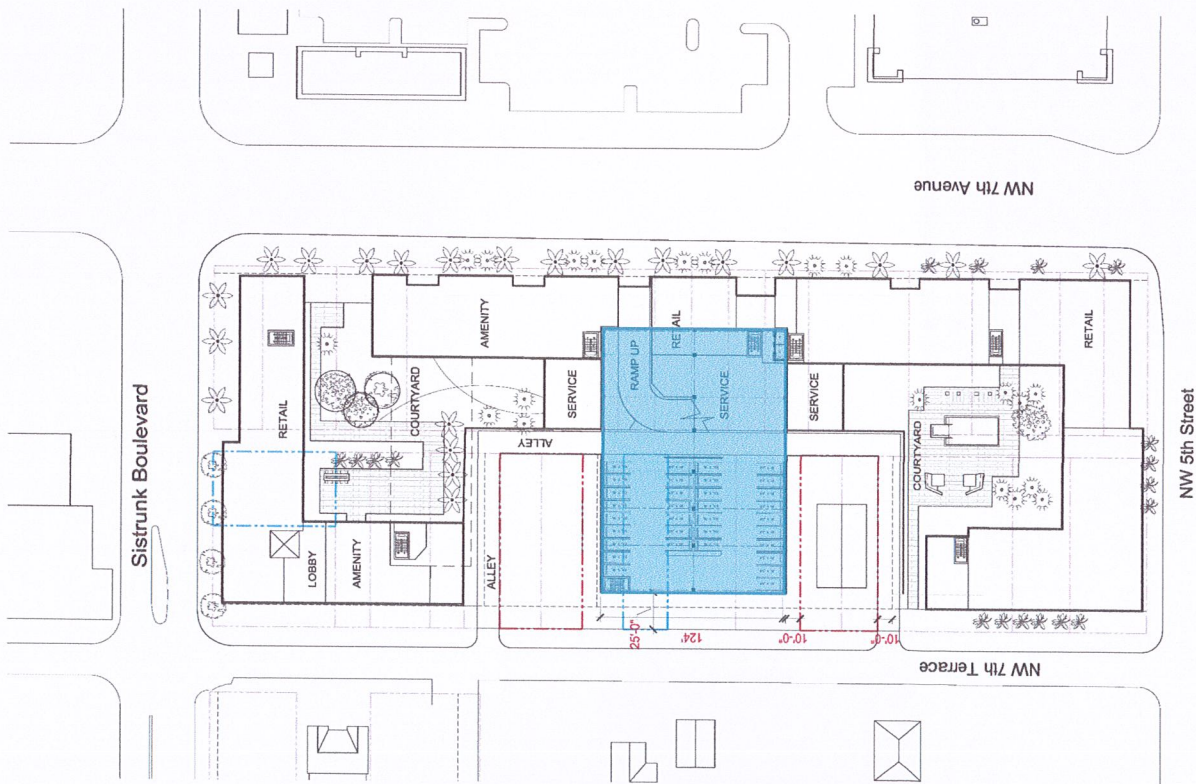
## DESIGN PLAN DIAGRAMS

Sistrunk Redevelopment											
UPDATED 7-8-17											
PROGRAM AREAS											
AREA SUMMARY											
	GROSS AREA W/ PARKING	RESIDENTIAL GSF (NO PARKING)	RESIDENTIAL RSF	UNITS	CORE	EFF	RESIDENTIAL SUPPORT	MECH SERVICE	RETAIL	PARKING AREA	PARKING CARS
1	GRADE ENTRY / RETAIL	80264	63764	12000	0						
2	RESIDENTIAL	79560	57000	47500	73	9500	83.3%	14000	4764	33000	16500
3	RESIDENTIAL	79560	57000	47500	73	9500	83.3%				56
4	RESIDENTIAL	79560	57000	47500	73	9500	83.3%				66
5	RESIDENTIAL	79560	57000	47500	73	9500	83.3%				66
6	RESIDENTIAL	79560	57000	47500	73	9500	83.3%				66

## PROGRAM SUMMARY

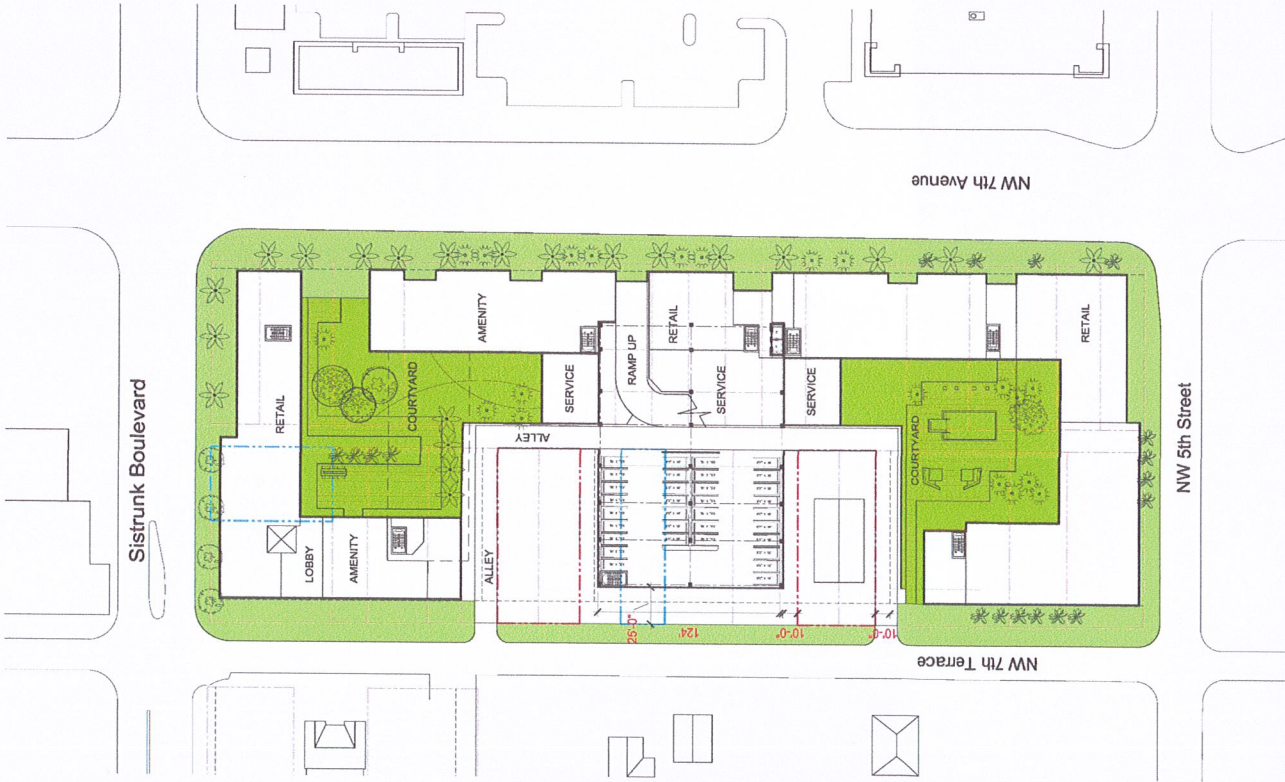


Goal:  
*Offset Garage  
Construction Costs*



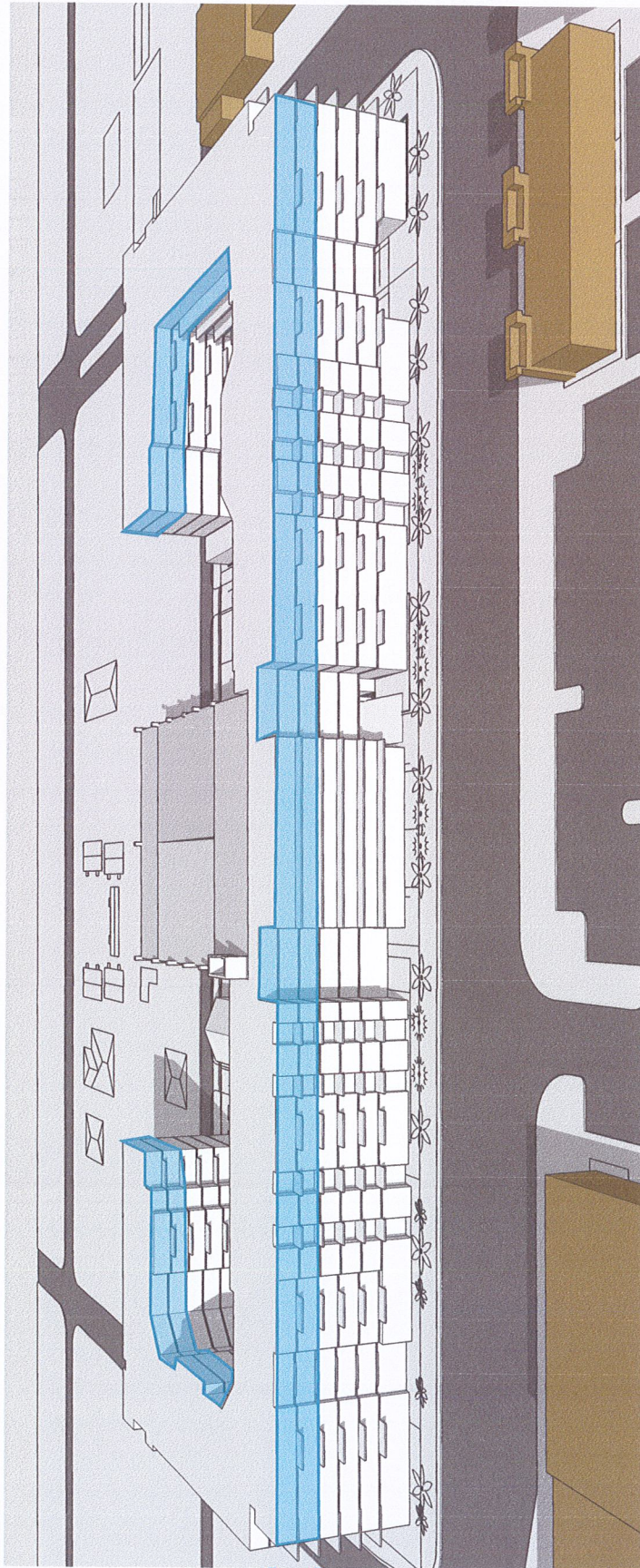


Issue:  
Need for substantial  
green and hardscape  
Goal:  
*Identify funding  
assistance*





# INCENTIVE DIAGRAMS



7<sup>TH</sup> AVENUE ELEVATION

Goal:  
*Minimize feasible rent*

BUILDING HEIGHT

20' CONDITIONAL USE HEIGHT - 65'



PAGE 14

B U I L T F O R M  
A R C H I T E C T U R E

SISTRUNK REDEVELOPMENT  
JULY 13, 2017



INCENTIVES DIAGRAMS

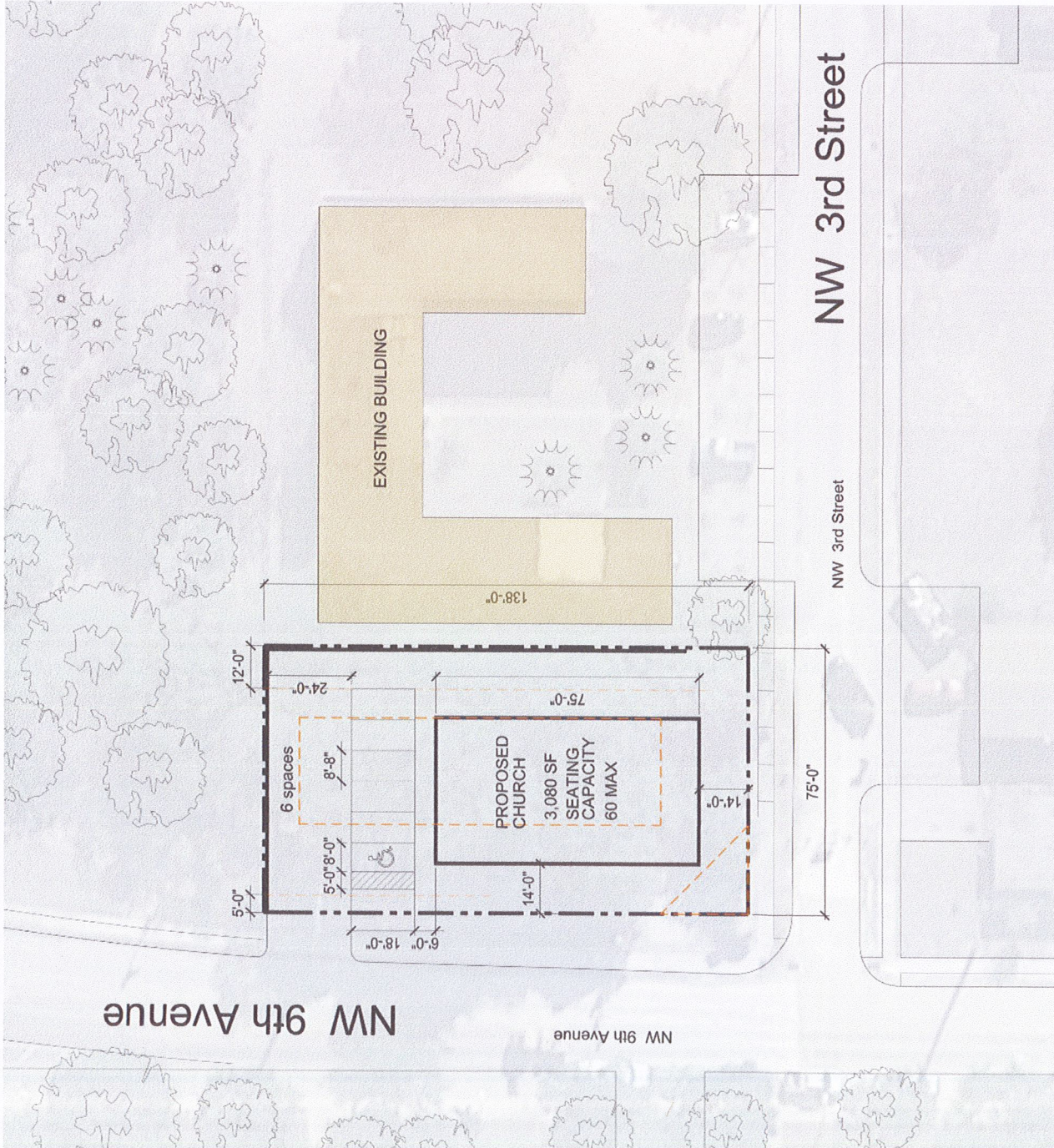
Issue:  
Complete property  
Acquisition  
Goal:  
*Timeline for closing  
and control for DRC  
submittal*

CHURCH SITE PLAN

PAGE 15



B U I L T F O R M  
A R C H I T E C T U R E



SISTRUNK REDEVELOPMENT

JULY 13, 2017





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<sup>th</sup> 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?

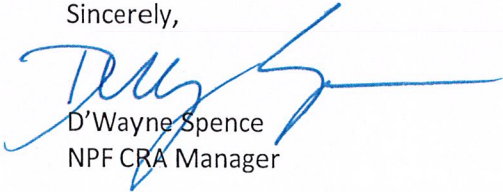
6. How does the proposed project at the SW corner of Sistrunk Boulevard and NW 7th Avenue and the purchase of 835 NW 3 Street promote or facilitate the goals, objectives and policies of the NPF CRA Community Redevelopment Plan, including but not limited to eliminating blighting conditions, promoting 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,



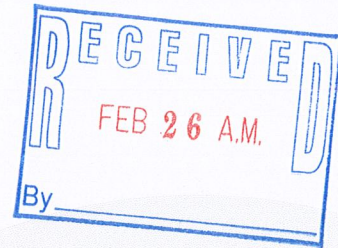
D'Wayne Spence  
NPF CRA Manager





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.
2. 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



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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 [www.lansingmelbournegroup.com](http://www.lansingmelbournegroup.com) 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, LLC

  
Peter Flotz  
Managing Member

Attachments: as noted



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Fort Lauderdale, FL 33304

Tel: (321) 302-2930

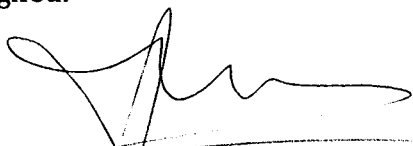
Website: [www.lansingmelbournegroup.com](http://www.lansingmelbournegroup.com)  
Email: [pflotz@lmgroup.us](mailto:pflotz@lmgroup.us)

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



1. PARTIES AND PROPERTY: Felipe Yalale or assigns ("Buyer")

agrees to buy and Anointed By Christ International Christian Center, Inc. ("Seller")

agrees to sell the property as: Street Address: Tax ID # 5042 03 01 1440

Legal Description: North Lauderdale 1-48 D, Lot 29 Block 14, Broward County, FL

and the following Personal Property: None

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 150,000.00\*

(a) Deposit held in escrow by Lawyers 1st Title \$ 25,000.00  
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 2817 E Oakland Park Blvd Phone: 954 566 0096

(b) Additional deposit to be made to Escrow Agent within \_\_\_\_ days after Effective Date \$ \_\_\_\_

(c) Additional deposit to be made to Escrow Agent within \_\_\_\_ days after Effective Date \$ \_\_\_\_

(d) Total financing (see Paragraph 5) \$ \_\_\_\_

(e) Other \$ \_\_\_\_

(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. \$ 125,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller 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 will be computed without including 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 next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on w/in 6 months of contract (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.

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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37\* (b) Location: Closing will take place in broward County, Florida. (If left blank, closing  
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40\* **BUYER'S OBLIGATION:** Within \_\_\_\_\_ days (5 days if left blank) after Effective Date, Buyer will apply for third party  
41\* financing in an amount not to exceed \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate  
42\* not to exceed \_\_\_\_\_ % per year with an initial variable interest rate not to exceed \_\_\_\_\_ %, with points or commitment  
43\* or loan fees not to exceed \_\_\_\_\_ % of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_  
44\* years, with additional terms as follows:

45\*  
46\* Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any  
47\* lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if  
48\* left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and  
49\* (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the  
50\* mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately  
51\* upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and  
52\* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within \_\_\_\_\_ days (3 days if left  
53\* blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.  
54\* If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time  
55\* thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the  
56\* satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S)** (for purposes  
57\* of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan  
58\* Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the  
59\* lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be  
60\* returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for  
61\* obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract  
62\* as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to  
63\* 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  
65\* deed ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or  
66\* known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility  
67\* easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be  
68\* subject) \_\_\_\_\_  
69\*  
70\* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the  
71\* Property as \_\_\_\_\_

72\* **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
73\* and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and  
74\* within \_\_\_\_\_ days ☐ after Effective Date ☐ or at least \_\_\_\_\_ days before Closing Date deliver to Buyer (check one)  
75\* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
76\* discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount  
77\* of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the  
78\* evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after  
79\* Effective Date.  
80\* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
81\* existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable  
82\* to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies  
83\* of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and  
84\* certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and  
85\* in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of  
86\* title.

87\* **(b) Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller  
88\* of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

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90\* (2) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_ days from receipt of the notice  
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt  
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect  
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have  
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or  
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97\* ☐ (i.) Seller will, within \_\_\_\_ days from Effective Date, deliver to Buyer copies of prior surveys, plans,  
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:  
99\*

100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this  
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the  
102 date this Contract is terminated.

103\* ☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title  
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
105\* encroachments on the Property or that the improvements encroach on the lands of another, ☒ Buyer will  
106\* accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be  
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"  
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.  
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has  
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and  
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer  
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115\* ☒ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
116 condition.

117\* ☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within \_\_\_\_ days from Effective Date ("Due  
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's  
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,  
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary  
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and  
122 zoning restrictions; flood-zone designation and restrictions; subdivision regulations; soil and grade; availability of  
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and  
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections  
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and  
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of  
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice  
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its  
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the  
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,  
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any  
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage  
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written  
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting  
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and  
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the  
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's  
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

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143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any  
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that  
148 materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent  
149 ☐ without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at  
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing  
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and  
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or  
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each  
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its  
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,  
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant  
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;  
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in  
167 ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information  
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors  
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and  
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security  
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and  
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance  
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the  
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will  
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the  
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing  
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last  
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,  
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will  
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply  
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

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193 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the  
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the  
195 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  
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,  
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent  
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of  
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,  
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If  
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent  
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover  
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and  
208 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  
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
211 complying party specifying the non-compliance. The non-complying party will have \_\_\_ days (5 days if left blank) after  
212 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:**

217 (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  
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek  
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the  
220 brokerage fee.



221 (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  
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the  
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
224 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent  
225 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the  
226 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate  
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving  
228 any remedy for Buyer's default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable  
231 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:**

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

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241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any  
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear  
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.  
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller  
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any  
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such  
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the  
259 Buyer.


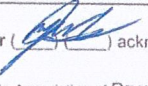
260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this  
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of  
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at  
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with  
265 and assist Buyer in collecting any such award.

266 **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is  
267 not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment  
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or  
269 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.  
272 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  
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
275 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,  
279 a licensed real estate Broker other than:

280\* (a) **Seller's Broker:** N/A no broker involved  
281 (Company Name) (Licensee)  
282\* \_\_\_\_\_  
283 (Address, Telephone, Fax, E-mail)  
284\* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated  
285\* by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) \_\_\_\_\_  
286\* \_\_\_\_\_

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288\* (b) Buyer's Broker: \_\_\_\_\_  
289 (Company Name) \_\_\_\_\_ (Licensee) \_\_\_\_\_  
290\* \_\_\_\_\_  
291 (Address, Telephone, Fax, E-mail) \_\_\_\_\_

292\* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated  
293\* by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)  
294\* \_\_\_\_\_

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to  
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of  
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.



303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to  
304 this Contract):

305\* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage  
306\* ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☐ Buyer's Attorney Approval  
307\* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Seller's Attorney Approval  
308\* ☐ Seller Representations ☐ Seller Financing ☐ Other \_\_\_\_\_

309 22. ADDITIONAL TERMS:

310\* \*Buyer shall also pay off Sellers existing mortgage on the property (up to \$25,000.00). Buyer shall purchase  
311\* property 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 purchase is contingent upon the city  
314\* of Ft. Lauderdale rezoning the replacement property to permit a worship center to be built, (Replacement  
315\* parcel is ID # 5042 10 12 0720). Seller will continue to use its current  
316\* worship center for 12 months at a charge of \$1.00/ year rent. Seller may extend the lease term an additional  
317\* 6 months if needed. Seller to provide proof of insurance and liability  
318\* coverage and name Buyer as additional insured. The replacement property is currently owned by the city of  
319\* Ft. Lauderdale and this contract is contingent upon the city selling the  
320\* property to Buyer.

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL  
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE  
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE  
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR  
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER  
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL  
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER  
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF  
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS  
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE  
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
337 to do so.

338\*

339 (Signature of Buyer)

340\*

341 (Typed or Printed Name of Buyer)

342\* Title:

343\*

344 (Signature of Buyer)

345\*

346 (Typed or Printed Name of Buyer)

347\* Title:

348\* Buyer's Address for purpose of notice:

349\* Facsimile:

350\*

351 (Signature of Seller)

352\*

353 (Typed or Printed Name of Seller)

354\* Title:

355\*

356 (Signature of Seller)

357\*

358 (Typed or Printed Name of Seller)

359\* Title:

360\* Seller's Address for purpose of notice:

361\* Facsimile:

Date:

Tax ID No:

Telephone:

Date:

Tax ID No:

Telephone:

Email:

Date:

Tax ID No:

Telephone:

Date:

Tax ID No:

Telephone:

Email:

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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**

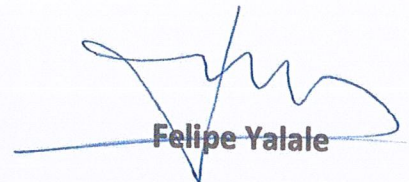
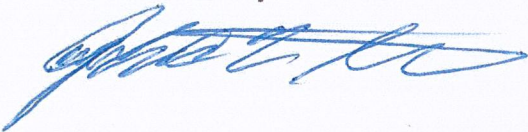
**February 8<sup>th</sup> , 2018.**

**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**



**Felipe Yalale**



This Indenture, Made this 29 day of December, 2010 A.D. Between  
EQUITYMAX, INC., A FLORIDA CORPORATION

of the County of Broward, State of Florida, grantor, and  
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 GRANTEE, 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 to wit:

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 seized 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 grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

EQUITYMAX, INC., A FLORIDA  
CORPORATION

Summer Duller  
Printed Name: Summer Duller  
Witness

By: BRADFORD N. EMMER, President (Seal)  
P.O. Address: 6216 N. Federal Highway, Fort Lauderdale, FL 33308

Linda Russo  
Printed Name: LINDA RUSSO  
Witness

STATE OF Florida  
COUNTY OF Broward

(Corporate Seal)

The foregoing instrument was acknowledged before me this 29 day of December, 2010 by  
BRADFORD N. EMMER, President of EQUITYMAX, INC., A FLORIDA CORPORATION

he is personally known to me or he has produced his Florida driver's license as identification.



ALAN JAY LEWIS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD967690  
Expires 3/26/2014

Alan Jay Lewis  
Printed Name: ALAN JAY LEWIS  
Notary Public  
My Commission Expires: 3/26/2014

10-928LK

Leaser Generated by © Display Systems, Inc., 2010 (867) 763-5555 Form FLSWD-1



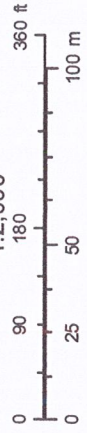
Property Id: 504203011440

\*\*Please see map disclaimer



February 26, 2018

1:2,000



Flight Date : Between Dec 28, 2016 and Jan 6, 2017

Broward County Property Appraiser





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 9<sup>th</sup> Avenue/NW 3<sup>rd</sup> St**

Dear Mr. Restrepo:

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:

$$580 \text{ SF} \times 8.37 \text{ spaces}/1,000 \text{ SF} = 4.85, \text{ say } 5 \text{ spaces} \times 60\% = 3 \text{ spaces}$$

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.



2420 E Sunrise Blvd #90  
Fort Lauderdale, FL 33304

Tel: (321) 302-2930

Website: [www.lansingmelbourne.com](http://www.lansingmelbourne.com)  
Email: [pfloetz@lmgroup.us](mailto:pfloetz@lmgroup.us)





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

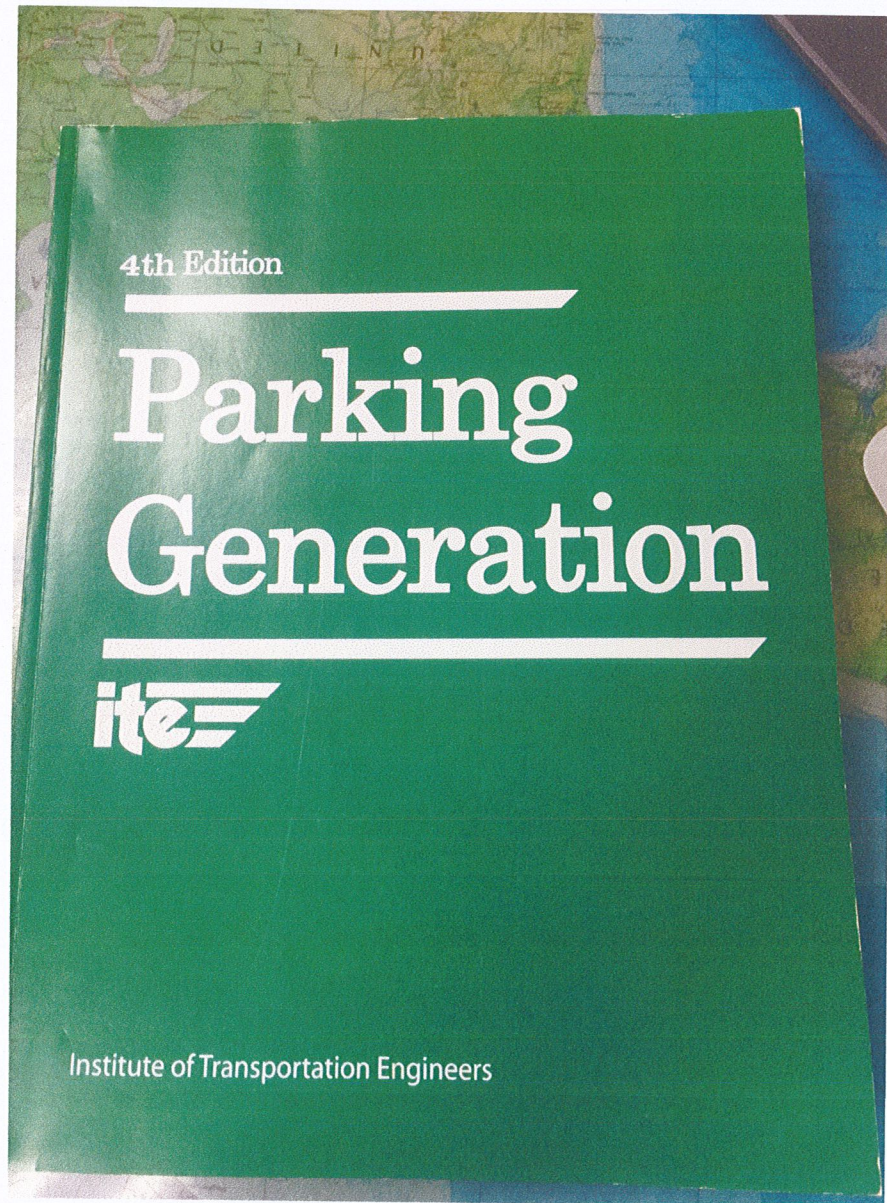


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Email: [pflotz@imgroup.us](mailto:pflotz@imgroup.us)



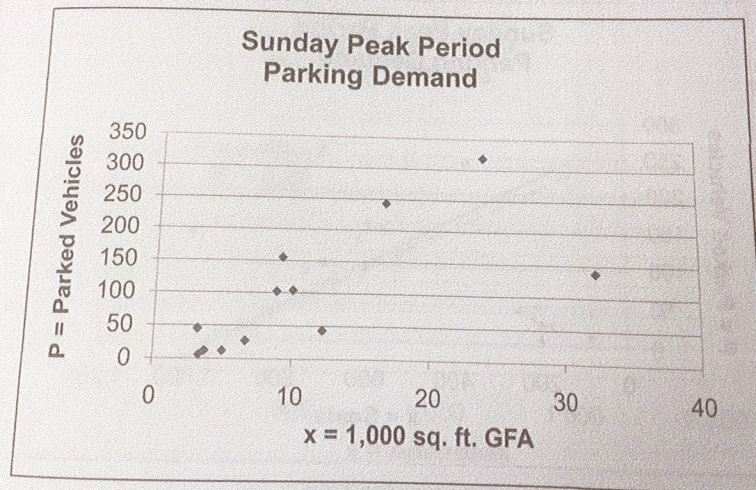




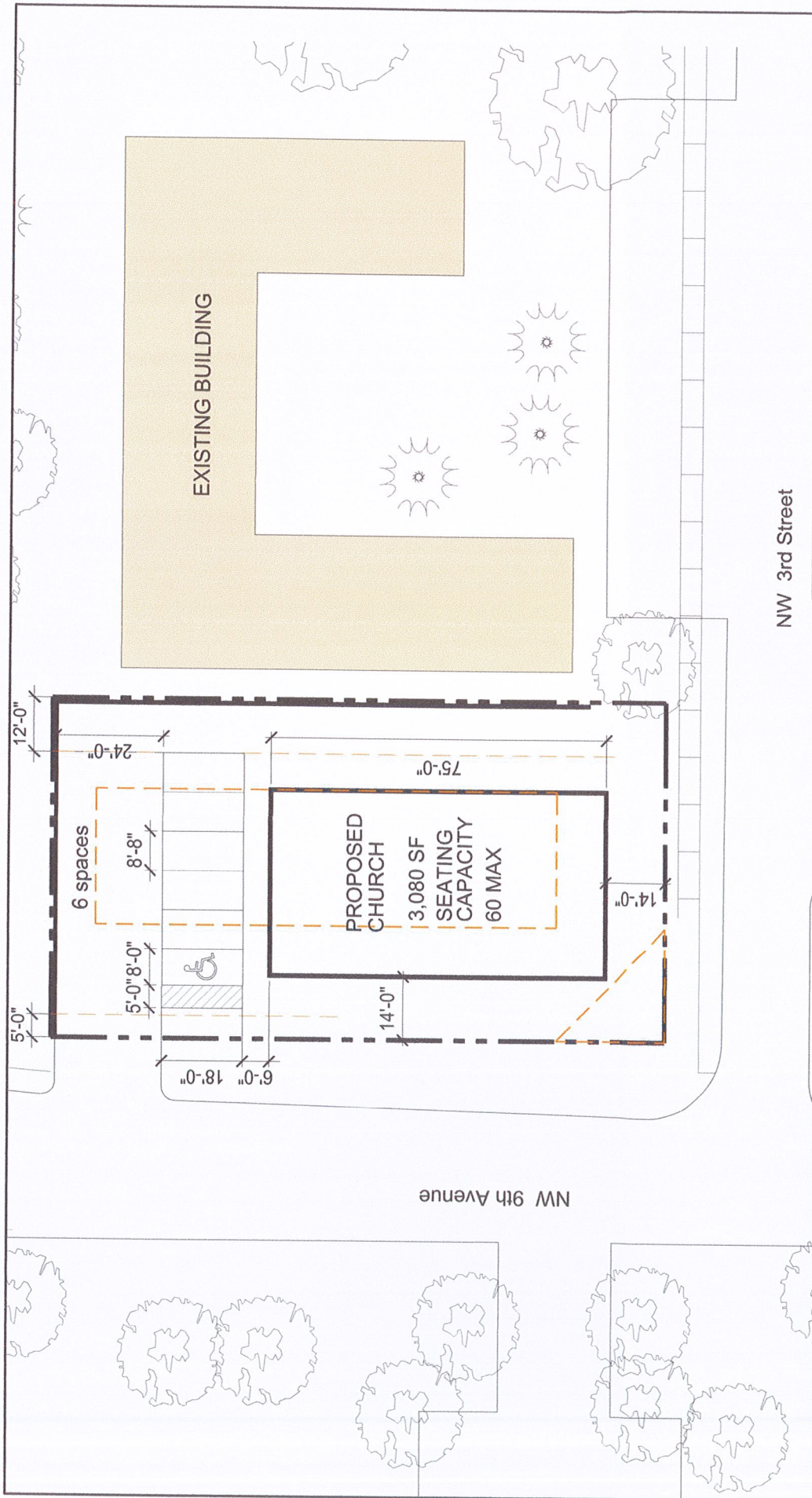
## Land Use: 560 Church

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA  
On a: Sunday

Statistic	Peak Period Demand
Peak Period	9:00 a.m.–1:00 p.m.; 7:00–8:00 p.m.
Number of Study Sites	12
Average Size of Study Sites	13,200 sq. ft. GFA
Average Peak Period Parking Demand	8.37 vehicles per 1,000 sq. ft. GFA
Standard Deviation	5.63
Coefficient of Variation	67%
Range	1.82–16.94 vehicles per 1,000 sq. ft. GFA
85th Percentile	14.38 vehicles per 1,000 sq. ft. GFA
33rd Percentile	3.88 vehicles per 1,000 sq. ft. GFA







**PROPOSED SITE PLAN**  
Anointed by Christ Church

BUILT FORM LLC  
6.30.17