

This instrument prepared by:  
Lynn Solomon, Esq.  
Assistant City Attorney  
Fort Lauderdale CRA  
914 Sistrunk Blvd, Suite 200.  
Fort Lauderdale, FL 33311

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(Space above this line for recording data)

Note to Clerk: THIS INSTRUMENT IS A MODIFICATION OF A PRIOR MORTGAGE RECORDED UNDER INSTRUMENT NO. 116233832.

DOCUMENTARY STAMPS IN THE AMOUNT OF \$350.00 WERE PREVIOUSLY PAID.

### **MORTGAGE MODIFICATION AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Fort Lauderdale Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes ("Mortgagee"), whose mailing address is 914 Sistrunk Blvd., Suite 200, Fort Lauderdale, Florida 33311 and Boodhwattie Persaud, an individual (referred to as "Mortgagor"), whose mailing address is 2948 NW 8<sup>th</sup> Avenue, Wilton Manors, FL 33311, is as follows.

#### **W I T N E S S E T H:**

WHEREAS, Boodhwattie Persaud, an individual ("Maker"), has executed a Promissory Note (the "Initial Note") dated June 6, 2019 in the principal amount \$100,000 in favor of Mortgagee to fund improvements to the Property described below; and

WHEREAS, Boodhwattie Persaud has requested additional funds in the amount of \$22,500 as evidenced by that Promissory Note (the "Subsequent Note") in favor of Mortgagee; and

WHEREAS, as condition to making the loan, the Mortgagee requires a security interest in the real property described in Exhibit "A" attached hereto and to acknowledge the lien of the Mortgage as amended is intended to secure the Initial Note and Subsequent Note; and

WHEREAS, the owner of the Property is Boodhwattie Persaud, an individual, will receive a substantial benefit related to the improvements to the Property.

WHEREAS, this Mortgage Modification Agreement is intended to modify that Mortgage ("Mortgage") dated June 6, 2019, in favor of Mortgagee, said Mortgage recorded under Instrument no. 116233832, Public Records of Broward County, Florida, encumbering

that certain real property situate in Broward County, Florida, more particularly described as follows:

**See Attached Exhibit "A"**

and,

WHEREAS, upon request of the Mortgagor, Mortgagee agrees to modify the terms of the Mortgage as more particularly set forth hereinafter and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. The above recitals are true and correct and are incorporated herein by reference as if set forth in full.
2. The outstanding principal balance as of January 7, 2021 is \$99,084.10.
3. The Mortgagee hereby agrees to amend the Mortgage as follows:
4. The Mortgage is deemed to secure the Initial Note and Subsequent Note (collectively the "Notes") as defined herein. Mortgagor hereby acknowledges and agrees that the Mortgage and Notes are valid and enforceable and Mortgagor hereby expressly covenants, warrants and agrees that all the terms, conditions, covenants and warranties contained therein are hereby ratified and confirmed and shall remain in full force and effect, and constitute the binding and valid obligations of Mortgagor unto Mortgagee, in accordance with their respective terms, except as expressly modified herein, without set-off, defense or counterclaim.
5. The Property secured by the Mortgage, as amended, and loan documents executed in connection therewith shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and nothing contained herein shall constitute a novation or in any way adversely affect, disturb or impair the lien, validity, charge or encumbrance of the Mortgage and the loan documents executed in connection therewith or the priority thereof over other liens, charges, encumbrances or conveyances and the Mortgage shall remain a valid first lien encumbering the Property. The parties hereto acknowledge and agree that Maker is not released from or relieved of any of the liabilities or obligations on the Notes and that Mortgagee hereby reserves all of its rights against all parties who may be primarily or secondarily liable.
6. Maker shall be responsible for the payment of all costs, incident to this Modification, including attorneys' fees and costs for Mortgagee's counsel and state recording taxes, documentary stamp tax and intangible tax, if any.

7. Mortgagor and Maker expressly warrants, covenants, and represents to Mortgagee and agrees that there are no claims, off-sets or defenses whatsoever to the validity or enforceability of the Mortgage and Notes or any portion of the loan evidenced thereby nor does Mortgagor or Maker have any claims, set-offs, defenses or credits of any kind or nature whatsoever against the Mortgagee which would reduce or eliminate all or any part of its liability under the Notes and Mortgage or loan documents executed in connection therewith. Mortgagor and Maker hereby releases any right of action, defenses, set-offs and claims he/she/it may have against Mortgagee arising from any matter existing prior to the execution of this Agreement.
8. Mortgagor warrants and represents to Mortgagee as follows:
  - a. To the best of his/her/its knowledge, (a) the Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and (b) (i) to the best of their knowledge, as of the date hereof, there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such known hazardous materials, substances, wastes or other environmentally regulated substances, which Mortgagor is legally authorized and empowered to maintain on, in or under the Property or used in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all the terms conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any known change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communications received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Mortgagor and Maker shall indemnify and hold Mortgagee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants, or experts' fees and

expenses) of every kind and nature suffered by or asserted against Mortgagee as a direct or indirect result of any warranty or representation made by Mortgagor or Maker in the preceding paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, waste or other environmentally regulated substances by Mortgagee, Mortgagor or any transferee of Mortgagor or Mortgagee.

Mortgagor's and Maker obligations hereunder shall not be limited to any extent by the term of the Notes secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Notes which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Notes and the Mortgage or foreclosure under the Mortgage, or delivery of a deed in lieu of foreclosure.

- b. The Mortgagor is the fee simple owner of the Property; there are no other lien owners or mortgagees who have any encumbrances against the Property; the Mortgage is a first lien on the Property, no third party will be adversely affected by the actions taken herein; and these representations will be relied upon by Mortgagee and constitute a material inducement for Mortgagee to accept this Agreement; and
  - c. The Mortgagor and Maker have the full capacity, right, and authority to execute and deliver this Agreement, and all documents pursuant hereto, and all formal requirements necessary or required by any governmental authority or any partnership or corporate agreement or any other agreement have been fully complied with. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of the Mortgagor is duly authorized to sign the same on behalf of the Mortgagor. The provisions of this Agreement and the obligations, covenants and agreements contained herein are and shall be legal, valid, and binding upon and enforceable against the Mortgagor and Maker in accordance with their respective terms.
9. In the event that any suit or action be brought to enforce or interpret the terms of this Agreement, all costs of such litigation, including, but not limited to, reasonable attorney fees and costs through all trial and appellate levels, to include without limitation, any proceedings pursuant to the Bankruptcy Laws of the United States, shall be paid by Mortgagor.
10. Mortgagor agrees to execute, acknowledge and deliver to Mortgagee and cause to be done, executed, and acknowledged and delivered all further acts, assignments, assurances, and documents as shall be requested of

Mortgagor in order to carry out this Agreement and the Mortgage, Notes, and related documents to give effect thereto.

11. The terms and conditions of the Mortgage and Notes and loan documents executed in connection therewith are amended and modified to include all of the provisions contained in this Agreement as if fully set forth therein. The provisions of this Agreement shall control in the event of any conflict with the provisions of any such loan documents, the unaffected provisions of which are specifically reaffirmed and incorporated herein by reference.

**SIGNATURE PAGE TO FOLLOW**

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

WITNESSES:

Deborah Matiz

Deborah Martinez  
[Witness-print or type name]

Janell Adley  
Janell Adley  
[Witness-print or type name]

MORTGAGOR:

B. Persaud

Boodhwattie Persaud, individually

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7<sup>th</sup> day of January, 2021 by Boodhwattie Persaud. She is personally known to me or has produced \_\_\_\_\_ as identification.

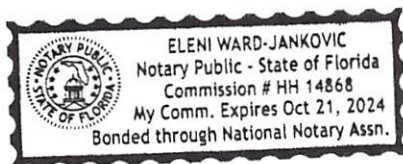
(SEAL)

Eleni Ward-Jankovic

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

Eleni Ward-Jankovic

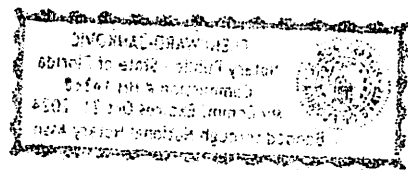
Name of Notary Typed,  
Printed or Stamped



My Commission Expires: 10/21/2024

HH 14868

Commission Number



WITNESSES:

MORTGAGEE

Fort Lauderdale Community  
Redevelopment Agency, a body  
Corporate and politic of the State of  
Florida created pursuant to Part III,  
Chapter 163

Aimee Lauro  
(Print name of witness)

Aimee Lauro

H. Skondziel  
(Print name of witness)

Hatrina Skondziel

By: Christopher J. Lagerbloom  
Christopher J. Lagerbloom  
Executive Director

ATTEST:

Jeffrey A. Modarelli  
Jeffrey A. Modarelli, CRA Secretary

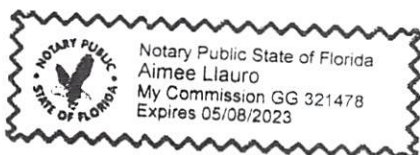
Approved as to form:  
Alain E. Boileau, General Counsel

Lynn Solomon  
Lynn Solomon, Assistant General Counsel

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 14 day of January, 2021, by  
Christopher J. Lagerbloom, as Executive Director, of Fort Lauderdale Community  
Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes who is  
personally known to me OR produced \_\_\_\_\_ as identification  
and who did not take an oath.

(Notary Seal)



Print Name: Aimee Lauro  
NOTARY PUBLIC

Commission No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Lot 13, Block 2, Less Roadway Taking, DORSEY PARK, according to the plat thereof, as recorded in Plat Book 19, Page 5 of the Public Records of Broward County Florida; as Settlement, Recorded in Official Records Book 38642, Page 269 Broward County Public Records.**

**SECOND AMENDMENT TO PROPERTY AND BUSINESS INVESTMENT  
IMPROVEMENT PROGRAM AGREEMENT  
(\$122,500 or less)  
INSIDE THE FOCUS AREA**

THIS SECOND AMENDMENT TO THE PROPERTY AND BUSINESS INVESTMENT IMPROVEMENT PROGRAM AGREEMENT dated December 11, 2017, and as amended by that First Amendment dated June 14, 2019, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

**FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY**, a Community  
Redevelopment Agency created pursuant to Chapter  
163, Part III, Florida Statutes, hereinafter referred to as  
"Agency",

and

**BOODHWATTIE PERSAUD**, a single person,  
hereinafter referred to as "Developer",

WHEREAS, Boodhwattie Persaud secured a Property and Business Investment Improvement Program (PBIIIP) forgivable loan not to exceed \$50,000 for improvements to the property located at 1545 NW 6<sup>th</sup> Street, Fort Lauderdale, FL 33311 (the "Property") in accordance with the PBIIIP Agreement between the CRA and Developer, dated December 11, 2017, (the "Agreement"); and

WHEREAS, the Developer was granted additional funding to cover unforeseen costs related to the water and sewer system on the Property in the amount of \$50,000 under a First Amendment to the Property and Business Investment Improvement Program (PBIIIP) on June 14, 2019; and

WHEREAS, the Developer has requested additional funding to cover further unforeseen construction costs and to finish the project in the amount of \$22,500 under a Second Amendment to the Property and Business Investment Improvement Program (PBIIIP); and

WHEREAS, CRA forgivable loan amounts over the \$100,000 threshold are subject to Advisory Board recommendation, as well as CRA Board approval.

WHEREAS, on August 11, 2020, the Advisory Board, as defined in the Agreement, recommended approval of additional funding for this Project under the Program; and

WHEREAS, on October 20, 2020, the Agency approved additional funding for this Project under the Program; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals are true and correct and incorporated in this Agreement.
2. The following sections of the Agreement are deleted and replaced as follows:

2.5 Agency Funds or Funding. The lesser of One Hundred Thousand Dollars (\$122,500) or 90% of the Project Improvement Cost.

2.26 Project Improvement Cost. Costs for the Project that are eligible for reimbursement with Agency Funds as shown on Exhibit "B" up to a maximum of 90% of the total Project Improvement Costs for the Project or \$122,500, whichever is less, including the cost of material and labor for building and site improvements contemplated by this Agreement, development permitting cost and architectural and engineering design fees. The Developer has represented that the Project Improvement Cost is approximately \$136,203.00. An updated accounting of the Project Improvement Cost will be provided to the Agency in conjunction with Developer reimbursement request for Agency Funds.

6.2 Agency Funds-Forgivable Loan.

1. (a) Pursuant to the Agency's Program and the calculations submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement, the Agency agrees to loan to the Developer for the Project the lesser of an amount not to exceed \$122,500 or 90% of the total Project Improvement Cost.
3. Upon execution of this Second Amendment, the Developer shall execute the following documents as a condition to receipt of additional funds and to acknowledge receipt of previously disbursed Agency funds, to provide security for said funds and to acknowledge and agree to certain restrictions on the Property:

3.1 Promissory Note; and

3.2. Mortgage Modification; and

3.4. Such other documents and instruments required by the CRA.

4. Developer shall be obligated to fund the balance of the Project costs in excess of the Agency Funds and any cost overruns. Developer has funded \$5,000.00 of its own funds and shall provide additional disbursements of \$8,703.00 towards approved Project costs before Agency will make any additional disbursements and thereafter, *pari passu*, with Agency Funding.

5. Ratification. Unless modified herein, all other terms and conditions of the Agreement remain unchanged. The Developer hereby ratifies and approves the Agreement as amended by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

**SIGNATURE PAGE FOLLOWS**

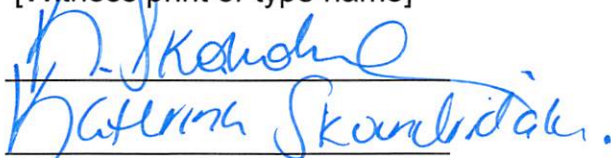
**AGENCY:**

**WITNESSES:**

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



Amee Lacro  
[Witness print or type name]




[Witness print or type name]

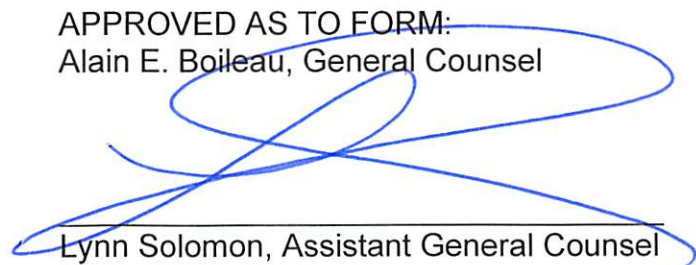
By: 

Christopher J. Lagerbloom,  
Executive Director

**ATTEST:**

  
Jeffrey A. Modarelli, CRA Secretary

**APPROVED AS TO FORM:**  
Alain E. Boileau, General Counsel

  
Lynn Solomon, Assistant General Counsel

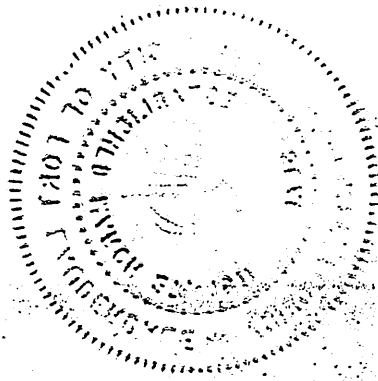
OFFICE OF THE  
SHERIFF  
COUNTY OF LOS ANGELES  
CALIFORNIA

RECEIVED  
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LOS ANGELES  
CALIFORNIA

RECEIVED

SEARCHED  
SERIALS ROOM

*[Handwritten signature]*



DEVELOPER:

WITNESSES:

Deborah Martinez

Deborah Martinez

[Witness print or type name]

Donelle Anderson

Donelle Anderson

[Witness print or type name]

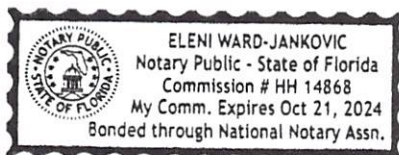
B. Persaud

**BOODHWATTIE PERSAUD, individually**

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7<sup>th</sup> day of January, 2021 by Boodhwattie Persaud. She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



Eleni Ward-Jankovic  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Eleni Ward-Jankovic  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 10/21/2024  
HH 14868  
Commission Number

**EXHIBIT "B"**  
**SECOND AMENDED BUDGET – COST AND FUNDING ESTIMATE**

**Property and Business Investment Improvement Program (PBIIP)**

Architectural/Engineering/Permit Fees	\$26,237.00
Kitchen Hood and Ventilation	15,170.00
Grease Trap Installation	9,285.00
Electrical and Lighting	744.00
Painting	1,867.00
Contractor Bid (#12205)	<u>57,900.00</u>
SUB-TOTAL	\$111,203.00
External Exhaust Relocation	\$10,900.00
Wood Deck and Screening	11,000.00
Signage	<u>3,100.00</u>
SUBTOTAL	<u>\$25,000.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$136,203.00</b>

CRA Funding	\$122,500.00
Developer Contribution	<u>13,703.00</u>
<b>TOTAL SOURCES</b>	<b>\$136,203.00</b>



# EXHIBIT "D"

## SECOND AMENDED BUDGET - PROJECTED AGENCY FUNDING

Renovation of both the interior and exterior structure for a restaurant, including handicap accessible restroom(s), partitions, finishes, and related build-out including mechanical, electrical and other improvements.

Architectural/Engineering/Permit Fees	\$26,237.00
Kitchen Hood and Ventilation	15,170.00
Grease Trap Installation	9,285.00
Electrical and Lighting	744.00
Painting	1,867.00
Contractor Bid (#12205)	<u>57,900.00</u>
SUB-TOTAL	\$111,203.00
External Exhaust Relocation	\$10,900.00
Wood Deck and Screening	11,000.00
Signage	<u>3,100.00</u>
SUBTOTAL	<u>\$25,000.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$136,203.00</b>

CRA Funding	\$122,500.00
Developer Contribution	<u>13,703.00</u>
<b>TOTAL SOURCES</b>	<b>\$136,203.00</b>



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

HL  
1/19/2021  
1

Today's Date: 1/12/2021

DOCUMENT TITLE: Second Amended Agreement and Mortgage Modification Agreement – Boodhwattie Persaud

COMM. MTG. DATE: 10/20/2020 CAM #: 20-0651 ITEM #: M-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CRA Router Name/Ext: Eleni Ward-Jankovic/8228

Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement etc. Term "Real Property" include: land real estate realty or real

1) Dept: CRA Router Name/Ext: Eleni Ward-Jankovic # of originals routed: 4 Date to CAO: \_\_\_\_\_

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 4

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 1/12/2021

Lynn Solomon  
Attorney's Name

LS  
Initials

3) City Clerk's Office: # of originals: 4 Routed to: Donna V./Aimee L./CMO Date: 1/13/2021

4) City Manager's Office: CMO LOG #: Jan-24 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☒

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: G. Chavarria \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 3 originals to ☐ Mayor ☒ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward 3 originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

7) CAO forwards 3 originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards 3 originals to: Eleni Ward-Jankovic/8228

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to Eleni Ward-Jankovic